



## California Aerosol Can Recycling Box Instructions and Terms and Conditions



# WARNING

**DO NOT ALTER THIS CONTAINER!**

Any alterations to this container will void the Terms and Conditions set forth for the ReturnPak® program. Additionally, your company will be subject to additional fees.

Questions regarding this container should be directed to customer service, toll-free at 1-888-669-9725

**PROGRAM APPROVED FOR USE IN CALIFORNIA ONLY.  
NOT FOR EXPORT.**

## **RETURNPAK PACKAGING AND SHIPPING INSTRUCTIONS**

**THE INSTRUCTIONS MUST BE FOLLOWED FOR SAFE PACKING, STORAGE AND SHIPMENT OF THIS CONTAINER. USE OF THE RETURNPAK CONTAINER OR SERVICE IS CONSIDERED ACCEPTANCE OF THE ENCLOSED TERMS AND CONDITIONS.**

### **Aerosol Can Recycling Box (Applies to Supply-339CAL, Supply-340CAL, Supply-372CAL, Supply-325CAL)** **California Use Only**

**AUTHORIZED CONTENTS:** - The RETURNPAK Aerosol Can Recycling Box is approved for the shipment of most used hazardous and nonhazardous aerosol cans, generated in California and is classifying the aerosol cans as a Universal Waste in accordance with California Code of Regulations, Title 22, Chapter 23 and California Health and Safety Code, Division 20, Article 9 Section 25201.16. "Aerosol can" means a container in which gas under pressure is used to aerate and dispense any material through a valve in the form of a spray or foam. Aerosol cans must be undamaged and less than 1 liter and less than 10" in height. **IF YOU ARE NOT LOCATED IN CALIFORNIA, DO NOT USE THIS PRODUCT.**

- **SUPPLY-339CAL – California 6 Aerosol Can Recycling Box** - Up to 6 used undamaged aerosol cans. Maximum return weight – 3 lbs.
- **SUPPLY-340CAL – California 12 Aerosol Can Recycling Box** - Up to 12 used undamaged aerosol cans. Maximum return weight – 6 lbs.
- **SUPPLY-372CAL – California 24 Aerosol Can Recycling Box** - Up to 24 used undamaged aerosol cans. Maximum return weight – 15 lbs.
- **SUPPLY-325CAL – California 40 Aerosol Can Recycling Box** - Up to 40 used undamaged aerosol cans. Maximum return weight – 20 lbs.

**See non-conforming waste or incompatible waste below for WHAT NOT TO put in this box.**

The shipment of aerosol cans in the Aerosol Can Recycling Box is regulated by the US DOT Hazardous Materials regulations contained in 49 CFR §173.306. Shipping unauthorized materials in this box, a violation of our terms and conditions, will subject you to additional handling fees, may result in bodily injuries (including death), property damage, contamination of or adverse effects on the environment, may be a violation of applicable laws and regulations and may also result in our seeking indemnification from you under the Indemnification section in our terms and conditions. Legal action, suits, claims, costs and expenses incidental thereto, in addition to government-assessed fines and penalties could occur in connection with your failure to follow these guidelines.

**ADDITIONAL SHIPPING CHARGES** – If you exceed the stated capacity of a RETURNPAK container, ship us non-approved contents, ship us items in the wrong RETURNPAK container, ship us items in a container other than an approved RETURNPAK container we can charge you an additional fee to compensate us. **THIS PROGRAM CAN ONLY BE USED IN CALIFORNIA.**

#### **PROCEDURES FOR USE**

##### **Step #1 – Locate, Complete and Save Required Paperwork**

1. Locate the **Return Authorization Form**. Complete the form and certify, and place inside the return shipping box for future use. This form will be required when return shipping is requested.
2. Locate the **Wastestream Information Profile Form (WIP)**. Complete the form and certify you are in compliance with identifying and disclosing the presents of Universal Waste – Aerosol Cans, as defined as "Aerosol can" means a container in which gas under pressure is used to aerate and dispense any material through a valve in the form of a spray or foam.

##### **Step #2 – Prepare Package**

1. Remove ReturnPak box from shrink wrap.
2. Open container, close bottom flaps and seal bottom of box with 3" minimum 2.6 mil clear plastic tape (Uline S-5332) or equivalent. **MAKE SURE CORNERS, EDGES, FLAPS AND SEAMS ARE PROPERLY SEALED WITH TAPE. FOR RSC FLAPS (FLAPS THAT MEET IN THE MIDDLE), TAPE FLAPS USING A "H" PATTERN.**
3. Place poly liner into ReturnPak box.
4. Place 12"x12" absorbent pad at the bottom of the lined box.
5. Enter the **"ACCUMULATION START DATE"** on the **"GENERATORS RESPONSIBILITIES"** label on the ReturnPak box.

##### **Step #3 – Fill Box**

1. **DO NOT PUT ANY NON-CONFORMING OR INCOMPATIBLE WASTE IN THE BOX.** See Non-Conforming Waste or Incompatible Waste section.
2. Place capped aerosol cans into the lined ReturnPak box.
3. Aerosol cans that are not properly capped or are not in good condition (e.g., damaged, corroded, punctured, leaking or crushed) are prohibited and should not be placed in this box.
4. **KEEP LINER AND BOX CLOSED WHEN NOT IN USE.**

**Step #4 – Seal Liner and Accumulation Requirements (California Health and Safety Code, Division 20, Article 9 Section 25201.16)**

1. When the ReturnPak box is full, seal poly liner with provided tie or minimum 3” wide clear plastic tape or equivalent.
2. Except when waste is added or removed, the container shall be closed, structurally sound, and compatible with the contents of the universal waste aerosol can, and shall show no evidence of leakage, spillage, or damage that could cause leakage under reasonably foreseeable conditions.
3. The container shall be placed in a location that has sufficient ventilation to avoid formation of an explosive atmosphere.
4. The container shall be placed on or above a floor or other surface that is free of cracks or gaps and is sufficiently impervious and bermed to contain leaks and spills.
5. Incompatible materials shall be kept segregated and managed appropriately in separate containers.
6. A container holding flammable wastes shall be kept at a safe distance from heat and open flames.

**Step #5 – Request Return Shipping Label**

1. Locate the completed **Return Authorization** and **Wastestream Information Profile (WIP) Forms**. Fax the forms to (920) 757-5485 or email to Pak.TS@veolia.com.
2. If you are missing or cannot locate the **Return Authorization or Wastestream Information Profile (WIP) Form**, please call customer service at 1-888-669-9725 or email to Pak.TS@veolia.com to request one.

**Step #6 – Finalize Package for Return Shipment**

1. Upon receipt of your **Return Authorization** and **Wastestream Information Profile (WIP) Forms**, Veolia will process your request and send back to you a copy of the approved forms and return shipping label.
2. Make a copy of the approved **Return Authorization** and **Wastestream Information Profile Form** and retain for your records.
3. Place the approved **Return Authorization** and **Wastestream Information Profile (WIP) Forms** into the ReturnPak box, which has the sealed liner filled with cans.
4. Seal the box with packaging tape, ensuring all seams are covered with minimum 3” wide clear plastic tape or equivalent.
5. The RETURNPAK container **MUST BE PROPERLY SEALED AND STRUCTURALLY SOUND. THE CONTAINER MUST LACK EVIDENCE OF LEAKAGE OR DAMAGE THAT COULD CAUSE LEAKAGE.** FedEx® GROUND® may refuse packages that do not meet the criteria!
6. Tape or adhere the return shipping label to the top of the sealed return shipping box.
7. For business customers, call **FEDEX® GROUND® (800) GO-FEDEX (463-3339)** to schedule a **GROUND RETURN** pickup. Say **“PRP”** when prompted by the auto attendant. Alternatively, you can schedule a pickup online at [www.fedex.com/returnpickup](http://www.fedex.com/returnpickup)

**NON-CONFORMING WASTE OR INCOMPATIBLE WASTE – DO NOT** place Non-Conforming Waste or Incompatible Waste in this container.

Examples of Non-Conforming Waste include the following:

- Damaged, leaking cans or cans without caps if the caps are removable,
- Pepper spray, tear gas cartridges or other similar devices,
- CFC containing products (e.g. certain inhalers and refrigerants),
- Compressed gas cylinders,
- Cans containing radioactive materials.

Questions regarding Non-Conforming Waste or Incompatible Waste should be directed to Veolia’s customer service center at 1-888-669-9725.



**ATTENTION: YOU MUST CONTACT CUSTOMER SERVICE PRIOR TO SHIPPING THIS CONTAINER.**

**Call 1-888-669-9725 or email Pak.TS@veolia.com to obtain Return Authorization prior to shipping.**

# Terms and Conditions

## USE OF THE RETURNPAK CONTAINER OR SERVICE IS CONSIDERED ACCEPTANCE OF THE TERMS AND CONDITIONS.

Thank you for choosing the RETURNPAK® container service for the proper handling, return transportation and disposal of your aerosol cans (The word “MATERIALS” is used herein to describe the wastes). Each RETURNPAK® container is compatible for specific MATERIALS. Please check your RETURNPAK® container to verify the container is suitable for shipping your specific waste. In order to serve you better, we have prepared these Terms and Conditions to set forth your and our rights and obligations. Please understand that, by using RETURNPAK® containers, you are agreeing to these Terms and Conditions.

**Refunds-** If you purchased your RETURNPAK® online at [www.prepaiddisposal.com](http://www.prepaiddisposal.com) or any of our manufacturing partner web sites and do not agree with these Terms and Conditions please call us, within 15 days, toll-free at (888) 669-9725 for return instructions. We will make every effort to send you a refund following receipt of the unused RETURNPAK® containers. To be eligible for a refund, you must provide a proof of purchase, so please retain your receipt showing the purchase price and date. If you purchased your RETURNPAK® from a distributor or third-party, please contact the distributor or third-party directly to request a refund.

**Our Promise-** We promise that our RETURNPAK® containers, provided they have not been damaged and have been properly packed and sealed in accordance with our instructions, with contents limited to only the MATERIALS described above, in containers required for specific MATERIALS described above, are suitable for shipping those MATERIALS. (If a prepaid shipping label was provided to you with the container, please use it to ship your MATERIALS to us. If you did not receive a prepaid shipping label, you are located in a state or jurisdiction that does not allow their use. In this case, please contact Veolia toll-free at (888) 669-9725 to arrange for shipping). In accordance with 40 CFR 264.12(b), and all other environmental regulations we have the appropriate permits and agree to receive the MATERIALS, as described on the RETURNPAK® label and packaging instructions. We also promise that we will properly manage, recycle and dispose of the enclosed MATERIALS in accordance with the law, provided that we receive the RETURNPAK® container within 18 months of purchase date. If you abide by your promise as stated below, we agree to take title, and all other incidents of ownership, to your MATERIALS at the time that the RETURNPAK® container(s) is received by our transporter. If, for any reason, our carrier as identified on the prepaid return label will not ship the RETURNPAK® container, we will work with you to identify alternative shipping. We will refund the actual shipping charges received by us from you if similarly priced alternative shipping cannot be located.

**Your Promise-** You promise that you will send us only the MATERIALS described above, in undamaged RETURNPAK® containers packaged in accordance with our instructions, in a quantity that does not exceed the stated capacity of the containers and in RETURNPAK® containers required for specific MATERIALS. If included, you promise to properly fill out the prepaid shipping label (name, address, city, state or province, zip or postal code) and affix where stated to the container. Furthermore, you promise not to place the prepaid shipping label on any pail, box or drum other than the RETURNPAK®. If required by the RETURNPAK® container, you certify that you qualify as a very small quantity generator or a conditionally exempt small quantity generator or are otherwise exempt from hazardous waste manifesting requirements in accordance with applicable state and federal regulations.

**Please understand that your failure to keep your promise may result in bodily injuries (including death), property damage, contamination of or adverse effects on the environment and/or violation of applicable laws or regulations and may also result in our seeking indemnification from you under the Indemnification section below. Legal action, suits, claims, costs and expenses incidental thereto, in addition to government-assessed fines and penalties could occur in connection with your failure to keep your promise.**

**Additional Charges and Return of Materials -** So we can serve you better, please be sure to use only RETURNPAK® containers for sending us only the MATERIALS described above and to use them in accordance with our instructions. If you exceed the stated capacity of a RETURNPAK® container, we reserve the right to charge you an additional fee to compensate us for the extra MATERIALS. In the event you fail to abide by our instructions and you ship us MATERIALS in containers other than RETURNPAK®, ship us MATERIALS in a RETURNPAK® container that is inappropriate for those MATERIALS, ship us containers from restricted states or countries, or ship us wastes that are not MATERIALS as described above (The word “NON-CONFORMING CONTAINER” is used herein to describe these shipments), we will charge you and you agree to pay additional fees within 30 days of invoice. We will charge you an ADDITIONAL SHIPPING AND HANDLING FEE of \$75.00 for each NON-CONFORMING CONTAINER shipped to reimburse us for the added costs in dealing with the NON-CONFORMING CONTAINER. If you send us a NON-CONFORMING CONTAINER, we will try to manage its contents, if possible, but we will charge you for any extra costs in addition to the ADDITIONAL SHIPPING AND HANDLING FEE listed above. Those costs shall be based on the retail rate for a RETURNPAK of similar size as published at [www.prepaiddisposal.com](http://www.prepaiddisposal.com) at the time we receive the NON-CONFORMING CONTAINER. In the event you send us wastes that are not MATERIALS and we are unable, for any reason, to manage them you agree we can return the wastes that are not MATERIALS to you at your expense and you also agree to still pay us the ADDITIONAL SHIPPING AND HANDLING FEE above.

**DISCLAIMER - IN NO EVENT SHALL WE BE RESPONSIBLE TO YOU FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THESE TERMS AND CONDITIONS OR YOUR USE OF RETURNPAK® CONTAINERS, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE.**

### Indemnification

- A.** We promise to indemnify you (which includes your employees, officers and directors) from any and all liability and claims (including costs of defense, settlement and reasonable attorneys' fees) which you may incur as the result of bodily injuries (including death), property, contamination of the environment or any violation of law to the extent caused by (1) our breach of these Terms and Conditions (including, but not limited to, the Our Promise section above) or (2) our or our employees', officers' or directors' negligence or willfulness which occurs during our providing services to you, as long as you have sent us wastes that are MATERIALS as described above.
- B.** You promise to indemnify us (which includes our employees, officers and directors) from any and all liability and claims (including costs of defense, settlement, and reasonable attorneys' fees) which we may incur as the result of bodily injury (including death), property damage, contamination of the environment or any violation of law to the extent caused by (1) your breach of these Terms and Conditions (including, but not limited to, the Your Promise section above) or (2) you or your employees', officers' or directors' negligence or willfulness which occurs during your seeking or obtaining services from us.