



## **Damaged, Defective or Recalled Lithium Ion or Lithium Metal Battery Recycling Kits**

### **Instructions and Terms and Conditions**



**DO NOT ALTER THIS CONTAINER!**

The use of this RecyclePak® product is subject to requirements and limitations of the attached US DOT Special Permit (SP) 20331. DOT-SP 20331 is governed by an Expiration Date. If the Expiration Date has passed, please contact customer service toll-free at 1-888-669-9725.

Any alterations to this container will void the Terms and Conditions set forth for the RecyclePak® 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

**TRANSPORTATION BY HIGHWAY ONLY, FORBIDDEN ON AIRCRAFT AND VESSEL.  
PROGRAM APPROVED FOR USE IN THE LOWER 48 CONTIGUOUS  
UNITED STATES ONLY. NOT FOR EXPORT.**



**ATTENTION: CUSTOMERS IN THE DISTRICT OF COLUMBIA MUST HAVE OBTAINED AN EPA ID NUMBER FROM THE DISTRICT DEPARTMENT OF THE ENVIRONMENT (DDOE) AND COMPLY WITH ADDITIONAL REPORTING REQUIREMENTS AS CONTAINED IN THE DDOE RULES. ATTENTION: CUSTOMERS IN THE STATE OF MAINE OR REQUIRING VESSEL TRANSPORT ON WATER MUST CALL CUSTOMER SERVICE TOLL-FREE AT 1-888-669-9725 PRIOR TO SHIPPING THIS CONTAINER. ADDITIONAL LABELING REQUIRED.**

# **RECYCLEPAK® PACKAGING AND SHIPPING INSTRUCTIONS**

**THE INSTRUCTIONS MUST BE FOLLOWED FOR SAFE PACKING, STORAGE AND SHIPMENT OF THIS CONTAINER.**

**Damaged, Defective or Recalled Lithium Ion or Lithium Metal Battery Recycling Kits (Applies to Supply-363LI, Supply-363LM, Supply-364LI, Supply-364LM, Supply-365LI, Supply-365LM, Supply-366LI, Supply-366LM, Supply-367LI, Supply-367LM, Supply-368LI, Supply-368LM, Supply-369LI, Supply-369LM, Supply-370LI, Supply-370LM, Supply-371LI and Supply-371LM)**

Damaged, Defective or Recalled Lithium Ion or Lithium Metal Battery Recycling Kits Contain:

- (1) Overpack Box (**Keep packaging together. This is a kit and the Overpack Box is needed to return the metal can or drum.**)
- (1) Metal Can or Metal 5 Gal Drum (Size of container depends on kit ordered.)
- (1) Metal Lid
- (1) Plastic Locking Ring (for Metal Can) or (1) Locking Ring Clamp (for Metal Drum)
- (1) Anti-Static Liner (used to line Metal Can or Metal Drum)
- (1) Cable Tie (used to seal anti-static liner)
- Anti-Static Bags (Quantity & size included in kit depends on supply code ordered. See Authorized Contents section below.)
- (1) Bag of Vermiculite
- (1) Special Permit Label
- (1) Battery Caution Label
- (1) Generator Responsibilities Label
- Attached Pre-Addressed UPS Prepaid Return Shipping Label (Pre-addressed based on the information provided)
- Attached Document Holder Containing Copy of Special Permit and Shipper Declaration information required by Section 7(a) (Do Not Remove)
- (1) Copy of the Special Permit for your records
- Instructions and Terms and Conditions
- Proof of Purchase containing Unique Container Number (UCN) for generation of the Certificate of Recycling

## **Safety Precautions:**

Veolia recommends the user of this packaging obtain a Safety Data Sheet (SDS) from the battery manufacturer. The user should review the SDS for any required and recommend safety precautions for handling damaged or defective batteries, including but not limited to hand and eye protection.

## **AUTHORIZED CONTENTS: -**

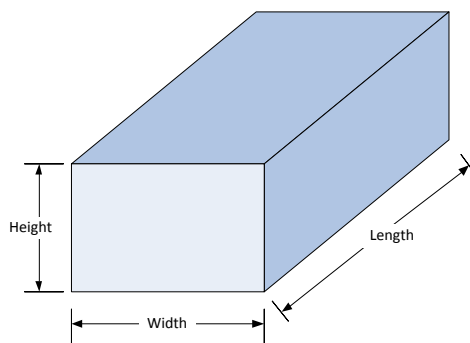
The RecyclePak® Damaged, Defective or Recalled Lithium Ion and Lithium Metal Battery Recycling Kits are designed to hold several sizes and quantities of batteries.

- **Lithium Ion and Lithium Metal batteries CANNOT be commingled. A separate kit must be purchased for each type of battery.**
- **Different sizes of batteries of the same type can be placed into a kit. Each battery must be enclosed in its own anti-static bag.**
- **Lithium content restricted to 5 grams per cell and 25 grams per battery for Lithium Metal, as obtained from the SDS. (See information on following page explaining how to calculate lithium content.)**
- **Lithium ion cells are restricted to 60 Wh and lithium ion batteries to 300 Wh, as obtained from the SDS. (See information on following page explaining how to calculate lithium content.)**
- **Cell, batteries, and these cells or batteries contained in equipment must be of a type that originally met the requirements for testing in accordance with the most recent edition of the UN Manual of Tests and Criteria prior to becoming damaged, defective, or recalled.**

**Please follow the guidance below and on the following page as to the types, sizes, quantities, maximum weight, lithium content and Watt-hours of batteries allowed in the RecyclePak® kit you ordered.** Failure to follow this guidance could result in non-compliance with published federal regulations and could potentially expose the generator to fines and penalties under the hazardous materials regulations for improperly identifying a hazardous material. Placing unauthorized materials inside any will subject you to additional handling fees as well as violate our terms and conditions and eliminate any liability protection offered under this program.

## **PACKAGING LIMITS**

To calculate the maximum battery size, compare the combined width and height as well as the length, as shown below, of the battery to the dimensions listed in Table 1 below.



**TABLE 1**

**Small Kit – 5.5 L Metal Can**

RecyclePak Kit	Type of Battery Kit Holds	Maximum Battery Size		Maximum total weight of batteries. DO NOT EXCEED GROSS BATTERY WEIGHT LISTED	Number of batteries kit holds. Do not exceed this number.
		W+H	L		
Supply-363LI	Ion (UN3480)	2"	1.5"	Multiple Batteries: 2 kg (4.4 lbs.) Single Battery: 3 kg (6.6 lbs.)	1-15 (2.5"x3" bags in kit)
Supply-363LM	Metal (UN3090)				
Supply-364LI	Ion (UN3480)	3.5"	6"		1-3 (4"x8" bags in kit)
Supply-364LM	Metal (UN3090)				
Supply-365LI	Ion (UN3480)	4.5"	5.5"		1-2 (6"x8" bags in kit)
Supply-365LM	Metal (UN3090)				
Supply-366LI	Ion (UN3480)	5"	7"	Single Battery: 3 kg (6.6 lbs.)	1 (8"x10" bag in kit)
Supply-366LM	Metal (UN3090)				

**Large Kit – 5 Gal Metal Drum**

RecyclePak Kit	Type of Battery Kit Holds	Maximum Battery Size		Maximum total weight of batteries. DO NOT EXCEED GROSS BATTERY WEIGHT LISTED	Number of batteries kit holds. Do not exceed this number.
		W+H	L		
Supply-367LI	Ion (UN3480)	2"	1.5"	Multiple Batteries: 2 kg (4.4 lbs.) Single Battery: 5 kg (11 lbs.)	1-50 (2.5"x3" bags in kit)
Supply-367LM	Metal (UN3090)				
Supply-368LI	Ion (UN3480)	3.5"	6"		1-11 (4"x8" bags in kit)
Supply-368LM	Metal (UN3090)				
Supply-369LI	Ion (UN3480)	4.5"	5.5"		1-7 (6"x8" bags in kit)
Supply-369LM	Metal (UN3090)				
Supply-370LI	Ion (UN3480)	5"	7"	1-3 (8"x10" bags in kit)	
Supply-370LM	Metal (UN3090)				
Supply-371LI	Ion (UN3480)	11"	9"	Single Battery: 5 kg (11 lbs.)	1 (12"x15" bag in kit)
Supply-371LM	Metal (UN3090)				


**NOTE ON LITHIUM BATTERIES:** The following guidance should be followed when managing spent lithium batteries in RecyclePak®.

- For purposes of this guidance, we use the term "lithium metal battery" to refer to a non-rechargeable battery and the term "lithium ion battery" to refer to a rechargeable battery.
- A cell is a single electro-chemical unit; a battery consists of one or more connected cells.
  - The size of a lithium metal cell or battery is determined by its lithium content as summarized in Table 2 below.
  - The size of a lithium ion cell or battery is determined by the Watt-hour (Wh) rating of the cell(s) or battery as summarized in Table 2 below.
- Only those cells and batteries designated as "Authorized for RecyclePak®" in Table 2 below, may be shipped using this packaging. Cells and batteries designated as "Not Authorized for RecyclePak®" in Table 2 below, may not be shipped using this packaging.
- Generators of Lithium batteries are responsible for proper identification of their spent lithium metal and lithium ion batteries.
  - Lithium metal batteries are classified by the quantity of lithium contained in the cell(s) or battery. Battery manufacturers may be able to provide guidance as to the amount of lithium contained in the cell(s) or battery.
  - Lithium ion batteries are classified by the Wh rating of the cell(s) or battery. Most lithium ion batteries will be marked with the Wh rating. If your battery is not marked with a Wh rating, Wh can be calculated using the following formula: Wh = Volts(V) x Ampere Hour (Ah). When working with this formula, One (1) Ah is equal to 1000 milliampere hours (mAh). (Wh=V\*(mAh/1000))
- Questions should be directed to 1-888-669-9725.

TABLE 2- SMALL BATTERY AND CELL DEFINITIONS		
Small Lithium cells and batteries are defined in 49 CFR 173.185(C).		
Cells	Authorized for RecyclePak®	Not Authorized for RecyclePak®
Lithium metal	5 g Li.	> 5 g Li.
Lithium ion	60 Wh	> 60 Wh
Batteries	Authorized for RecyclePak®	Not Authorized for RecyclePak®
Lithium metal	25 g Li	> 25 g Li.
Lithium ion	300 Wh	> 300 Wh



## Step #1 – Prepare Package & Fill Container

1. Enter the “ACCUMULATION START DATE” on the Kraft Overpack box under the “GENERATORS RESPONSIBILITIES” label (See Figure 1). **The metal can or drum must stay with its Overpack box.**
2. Carefully cut strapping off of the Overpack box. This box will be used to return your damaged batteries. Remove contents from the Overpack box (See Figure 2). Remove bag of vermiculite from the metal can or drum.
3. Line metal can or 5 gal drum with pink anti-static liner. Pour vermiculite into bottom of lined metal can (about ½ inch deep) or metal 5 gal drum (about 2-inch deep) (See Figure 3).
4.  **Lithium Ion (UN3480) and Lithium Metal (UN3090) batteries CANNOT be comingled in the same kit. Refer to Table 1 for packaging limits. Battery weight inside container NOT TO EXCEED 2 kg (4.4 lbs.) for multiple batteries in the 5.5 L metal can or 5 gal metal drum, or a single battery NOT TO EXCEED 3 kg (6.6lbs) in the 5.5 L metal can or 5 kg (11 lbs.) in the 5 gal metal drum.**
5. Bag and seal each damaged, defective or recalled battery or device into one of the provided pink anti-static zip bags. Be sure to remove air from bag by hand before sealing (See Figure 4).
6. Place bagged and sealed damaged, defective or recalled battery or devices into the metal can or metal 5 gal drum making sure each is completely surrounded by vermiculite on all sides (See Figure 5). Refer to Table 1 for packaging limits. **Battery weight inside container NOT TO EXCEED 2 kg (4.4 lbs.) for multiple batteries in the 5.5 L metal can or 5 gal metal drum, or a single battery NOT TO EXCEED 3 kg (6.6lbs) in the 5.5 L metal can or 5 kg (11 lbs.) in the 5 gal metal drum.**
7. Pour remaining vermiculite into the lined metal can or metal 5 gal drum filling to the rim (See Figure 6). Discard remaining vermiculite.
8. Pinch and twist the open end of the pink anti-static liner and secure with the provided cable tie (See Figure 7).

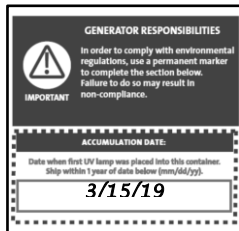


Figure 1



Figure 2



Figure 3



Figure 4



Figure 5



Figure 6



Figure 7

## Step #2 – Seal & Secure Metal Container

### For sealing 5.5 Liter metal can – TOTAL WEIGHT OF CAN WITH CONTENTS NOT TO EXCEED 4 kg (8.8 lbs.):

1. Place provided lid and locking ring onto can rim. Ensure the locking ring is evenly seated onto can lid and gently tap the locking ring evenly over lid with a hammer or mallet (See Figure 8). **Be sure to have the can sitting on a solid surface (i.e. floor) when tapping the lid closed otherwise the lid will not seal.** Once sealed properly, the ring should remain on the can.

### For sealing metal 5 gal drum - TOTAL WEIGHT OF DRUM WITH CONTENTS NOT TO EXCEED 9.3 kg (20.5 lbs.):

1. Place the metal lid onto the drum’s rim with the black side facing up. Press down along the edge of lid to ensure proper alignment (See Figure 9).
2. Orient the ring clamp so that the “UP” arrow on the leverlock is pointing up (See Figure 10).
3. Before placing the ring clamp, it must be completely open revealing a gap in the ring beneath the leverlock as shown in Figure 11.
4. With the locking ring fully open, place it (arrow up) around the lip of the lid and release the leverlock from its fully open position (See Figure 12).
5. Ensure that the locking ring is touching the entire edge of the lid and close the lever lock by pulling the lever to the closed position (See Figure 13).
6. Inspect to ensure that the lid is evenly seated inside of the ring clamp with no gaps (See Figure 14).

### Step #3 – Pack & Seal Overpack Box

1. When the metal can or metal 5 gal drum is securely sealed place it into its return Overpack box (See Figure 15).
2. Close Overpack box flaps and seal top of box with 3" minimum 2 mil clear plastic tape (Uline S-445) or equivalent (See Figure 16). 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. Do not cover any barcodes on the Overpack box with tape.
3. Affix provided Special Permit Label and Battery Caution Label onto Overpack box (See Figure 17).
4. Make sure you've entered the "ACCUMULATION START DATE" on the container under the "GENERATORS RESPONSIBILITIES" section as directed in Step #1 of these instructions (See Figure 1).

### Step #4 – Ship Container

1. The RecyclePak® container MUST BE PROPERLY SEALED AND STRUCTURALLY SOUND. THE CONTAINER MUST LACK EVIDENCE OF LEAKAGE OR DAMAGE THAT COULD CAUSE LEAKAGE. UPS Ground may refuse packages that do not meet these criteria!

### Step #5 – Arranging for Pick Up

1. For business customers, call **UPS® GROUND® (866) PICK-UPS) (866-742-5877)** to schedule a **GROUND RETURN** pickup. Alternatively, you can schedule a pickup online at [www.ups.com](http://www.ups.com).
2. Please contact customer service toll-free at 1-888-669-9725 to arrange for pickup if an UPS return shipping label was not attached to the Overpack box.
3. Keep a copy of your Proof of Purchase, which includes your Unique Container number (See Figure 18). Retain a copy of DOT Special Permit (SP) 20331 and these Instructions to demonstrate US DOT compliance.



Figure 8



Figure 9

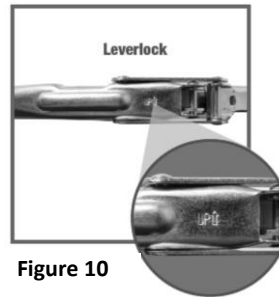


Figure 10

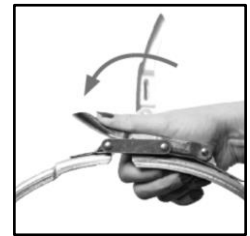


Figure 11



Figure 12



Figure 13



Figure 14



Figure 15

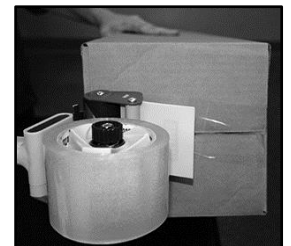


Figure 16



Figure 17



Figure 18

### Additional Shipping Charges

If you exceed the stated capacity of a RECYCLEPAK® container, ship us non-approved contents, ship us items in the wrong RECYCLEPAK® container, ship us items in a container other than an approved RECYCLEPAK® container, we can charge you an additional fee to compensate us.

## RECYCLEPAK® CONTAINER TERMS AND CONDITIONS

USE OF THE RECYCLEPAK® CONTAINER OR SERVICE IS CONSIDERED ACCEPTANCE OF THE TERMS AND CONDITIONS.

Thank you for choosing the RECYCLEPAK® container service for the proper handling, return transportation and recycling of your damaged, defective or recalled lithium, batteries (The word "MATERIALS" is used herein to describe the wastes). Each RECYCLEPAK® container is compatible for specific MATERIALS. Please check your RECYCLEPAK® 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 RECYCLEPAK® containers, you are agreeing to these Terms and Conditions.

**Refunds-** If you purchased your RECYCLEPAK® online at [www.prepaidrecycling.com](http://www.prepaidrecycling.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 RECYCLEPAK® 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 RECYCLEPAK® from a distributor or third-party, please contact the distributor or third-party directly for their return policy.

**Our Promise-** We promise that our RECYCLEPAK® 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), 273.18(d) and 273.38(d), we have the appropriate permits and agree to receive the MATERIALS, as described on the RECYCLEPAK® 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 RECYCLEPAK® 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 RECYCLEPAK® container(s) is received by our transporter. If, for any reason, our carrier as identified on the prepaid return label will not ship the RecyclePak® 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 RECYCLEPAK® containers packaged in accordance with our instructions, in a quantity that does not exceed the stated capacity of the containers and in RECYCLEPAK® 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 RECYCLEPAK®, and if required by the RECYCLEPAK® container, you certify that you qualify as either a conditionally exempt very small quantity generator or a conditionally exempt small quantity generator, as defined by US EPA regulations 40 CFR 261.5 or are otherwise exempt from hazardous waste manifesting requirements in accordance with applicable state 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 RECYCLEPAK® 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 RECYCLEPAK® 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 RECYCLEPAK®, ship us MATERIALS in a RECYCLEPAK® 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 RECYCLEPAK of similar size as published at [www.prepaidrecycling.com](http://www.prepaidrecycling.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 RECYCLEPAK® 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.

