

Cactus[®] Sink Single Cartridge Disposal Box (Supply-377)

Instructions and Terms and Conditions

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

PROGRAM APPROVED FOR USE IN THE USA ONLY. NOT FOR EXPORT.

RETURNPAK INSTRUCTIONS

THE INSTRUCTIONS MUST BE FOLLOWED FOR SAFE PACKING, STORAGE AND SHIPMENT OF THE CACTUS® SINK CARTRIDGE. USE OF THE RETURNPAK RETURN SHIPPING LABEL IS CONSIDERED ACCEPTANCE OF THE ENCLOSED TERMS AND CONDITIONS.

Cactus® Sink Single Cartridge Disposal Box (Applies to Supply-377)

AUTHORIZED CONTENTS: - The RETURNPAK Cactus® Sink Single Cartridge Disposal Box is approved for the shipment and disposal of one (1) used cartridge.

SUPPLY-377 – Cactus® Sink Single Cartridge Disposal Box – One (1) used solid cartridge or one (1) liquid cartridge.

Placing unauthorized materials inside the ReturnPak will subject you to additional handling fees as well as violate our terms and conditions, 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 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. Utilizing copies of the return shipping label is PROHIBITED.

PROCEDURES FOR USE

Step #1 - Complete and Fax Return Shipment Authorization Form

- 1. Complete and fax the enclosed Cactus® Sink Cartridge Return Shipment Authorization Form to Veolia at (920) 757-5485 or emailed to pak.ts@veolia.com.
- 2. Following the processing of your completed return shipment authorization form, Veolia will email you a prepaid return shipping label or notify you of alternative shipping arrangements.

Step #2 - Prepare Package (Refer to images displayed on the right.)

- 1. Remove the "Easy Peel" Label from the blue lid and retain for your records if needed.
- 2. Tighten the blue lid to the cartridge.
- 3. You should hear 8 10 "Clicks" as you turn the lid.
- 4. Place the sealed cartridge in the plastic bag provided.
- 5. Place the bagged cartridge in the zipper bag provided and seal.
- 6. Place the sealed zipper bagged cartridge into the smaller inner carton.
- 7. Close the top flaps and seal top of inner carton 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.
- 8. Place the sealed inner carton inside the larger outside carton. **DO NOT SEAL THE LARGER OUTER CARTON UNTIL YOU RECEIVE THE RETURN SHIPMENT AUTHORIZATION FORM AND RETURN SHIPPING LABEL FROM VEOLIA.**

Step #3 - Finalize Package for Return Shipment

- 1. Upon receipt of your **Return Shipment Authorization Form**, Veolia will process your request, complete the **Return Authorization section** on the bottom of the form and email you the completed **Return Shipment Authorization Form**, proof of purchase, and shipping label.
- 2. Make a copy of the completed **Return Shipment Authorization Form** and retain it along with the proof of purchase for your records.
- 3. Place the completed **Return Shipment Authorization Form** into the outer carton, which contains the sealed inner carton.
- 4. Close the top flaps and seal top of the outer carton 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.















- 5. The outer carton 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 the return shipping label to the top of the sealed outer carton utilizing the instructions listed on the **APPROVED RETURNPAK EMAIL LABEL**.
- 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



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

Call 1-888-669-9725 or email Pak.TS@veolia.com to obtain an approved ReturnPak Email Label 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 Cactus® Sink Cartridges (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 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 and unused FedEx Ground® Package Return Label. 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® unless the container is undamaged and provided directly from Stryker Instruments, which originally contained the Cactus® Smart Sink filters. 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. 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 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.

