

VERMONT LAMP RECYCLING PROGRAM RETAILER PARTICIPATION AGREEMENT

Manufacturers of general purpose mercury-containing lamps are required under Vermont law to provide a program in Vermont to collect waste compact fluorescent lamps (waste CFLs) and waste, non-CFL, general purpose mercury-containing lamps (waste general purpose mercury-containing lamps) from “covered entities;” A “covered entity” is any person who presents: 1) any number of waste CFLs, or 2) 10 or fewer waste non-CFL, general purpose mercury-containing lamps. Under this program, lamp manufacturers are covering the cost of providing retailers with waste lamp collection receptacles for use by covered entities, transporting the waste CFLs and waste general purpose mercury-containing lamps for proper disposal, and recycling the eligible material collected.

To participate in the Vermont mercury-containing Lamp Recycling Program (the “Program”), the retailer and, where appropriate, individual retail store locations (collectively referred to herein as “Participant”) must sign this Participation Agreement and return it to the Manufacturers’ Coordinator at the address shown on page 3.

It is understood that the Participant is not responsible for the selection or supervision of the Contractor or for the transportation of materials collected at the Participant’s facilities for disposal, recycling, or otherwise. The Manufacturers’ Coordinator, the Contractor, and the manufacturers of mercury-containing lamps are not agents or employees of the Participant. The manufacturers of mercury-containing lamps shall be responsible for the costs of the ultimate disposal or recycling of the materials collected under the Program.

The Participant certifies to the lamp manufacturers that collection location(s) meet the following criteria:

- The Participant accepts mercury-containing lamps only from covered entities.
- Allowable lamps include waste CFLs and waste general purpose mercury-containing lamps including linear fluorescent lamps that are less than or equal to 8 feet in length, U-tube or Circline fluorescent lamps, and high intensity discharge (HID) lamps. Waste lamps from non-covered entities will not be accepted for recycling under this program.
- The system must include a mechanism for identifying generators disposing of 25 or more CFLs at collection locations and reporting the name and contact information of each such generator to the Program annually.
- Costs incurred at the Participant’s site for accepting and storing waste lamps are not eligible for reimbursement under this Program, nor are the lamp manufacturers responsible for ineligible waste. Submission of ineligible waste may result in lamp manufacturers terminating the Participant’s participation in the program.
- Staff has been trained in the proper handling and storage of universal waste and emergency procedures in the event of breakage for tasks of accepting and processing waste lamps through this program.
- The Participant complies with all applicable requirements of Vermont’s universal waste law and regulations.
- The Participant maintains a storage facility for waste general purpose mercury-containing lamps and/or waste CFLs that is secure, weather tight and complies with all local, state, and federal regulations.
- The Participant ensures that collection containers are located in an area inaccessible to the general public and ensures that all mercury-containing waste general purpose mercury-containing lamps and/or waste CFLs will be accepted by staff to avoid improper handling and packaging for shipment.

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(Continued from page 1)

- The Participant takes reasonable steps to guard against incidental breakage of waste CFLs and waste general purpose mercury-containing lamps. The Program will not accept intentionally broken or intentionally crushed lamps.
- The Participant and/or its parent organization are not distributing “private label brand” general purpose mercury-containing lamps or CFLs without fulfilling its/their legal obligation to fund and implement an approved collection plan under 10 V.S.A. Chapter 164A, enacted as Senate bill 034, “An act relating to the collection and disposal of mercury-containing lamps.”

As a condition of its participation in the Program, and in consideration of the sponsoring manufacturers providing the financial support for this Program and other good and valuable consideration, Participant agrees to indemnify, hold harmless, and defend the sponsoring manufacturers of mercury-containing lamps supporting this Program and the Manufacturers’ Coordinator, their respective directors, officers, employees, representatives, successors and assigns, jointly and severally, from any demand, claim, liability, action, cause of action, lawsuit, loss, damage, injury, penalty, fine, expense, cost, injunction, settlement or judgment of any kind or nature (“liabilities”), whether such liabilities are contingent or mature, whether such liabilities are premised on a violation, breach, or failure to comply with any statute, ordinance, administrative regulation, or under theory of common law, at law or equity, asserted by any person, corporation or other entity, including any governmental entity, arising out of or connected with the Participant’s failure to comply with the criteria set forth above, or the errors or omissions, whether accidental or intentional, of the Participant, its employees, agents, or representatives prior to or while transferring the waste lamps for management and recycling under the Program, whether or not such liabilities occur or arise at the Participant’s premises. Additionally, the Participant agrees to the terms and conditions of Veolia, ES in connection with using Veolia, ES containers under this Program (a copy of which is provided herewith).

By its signature below, the Participant agrees to the foregoing criteria and terms.

Name of Retail Participant

Authorized Signature

Name (Please print)

Date

VERMONT LAMP RECYCLING PROGRAM RETAILER PARTICIPATION AGREEMENT

Complete this Participation Agreement to enroll in the mercury-containing lamp recycling collection Program. Upon receipt of a completed and signed form, the Manufacturers' Coordinator will forward this information to the recycling vendor, Veolia, ES. Please allow ten business days for processing. Please keep a copy of this form for your records.

Participation Agreements should be sent to the Manufacturers' Coordinator, via:

Mail: Paul Rodriguez
National Electrical Manufacturers Association
1300 North 17th Street
Suite 900
Rosslyn, VA 22209

Email: paul.rodriquez@nema.org

Fax: 703-841-3391.

Once the Participant has received confirmation of enrollment, orders for lamp recycling containers may then be placed directly with Veolia ES at

RecyclePak Customer Service
Veolia ES Technical Solutions, LLC
W6490B Specialty Drive
Greenville, WI 54942
Toll: 888-669-9725 option 3
Email: Pak.TS@veolia.com

For additional information about container ordering and/or shipping, visit <http://lamprecycle.veoliaes.com>.

Note: All Fields Required for Grey Portion of Application

Participant Administrator for Lamp Recycling Program

Name of Participant: _____

Participant Point of Contact: _____

Mailing Address 1: _____

Mailing Address 2: _____

City: _____ State: _____ ZIP: _____

Phone: (____) _____ Email: _____

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Primary Collection Site for Spent Lamps and Container Delivery/Pick-up

Same as Participant Administrator

Name of Collection Site: _____

Collection Site Point of Contact: _____

Shipping Address 1: _____

Shipping Address 2: _____

City: _____ State: _____ ZIP: _____

Phone: (_____) _____

Additional Collection Site(s) for Spent Lamps and Container Delivery/Pick-up (Optional)

Name of Collection Site: _____

Collection Site Point of Contact: _____

Shipping Address 1: _____

Shipping Address 2: _____

City: _____ State: _____ ZIP: _____

Phone: (_____) _____

Name of Collection Site: _____

Collection Site Point of Contact: _____

Shipping Address 1: _____

Shipping Address 2: _____

City: _____ State: _____ ZIP: _____

Phone: (_____) _____

VERMONT LAMP RECYCLING PROGRAM RETAILER PARTICIPATION AGREEMENT

Name of Collection Site: _____

Collection Site Point of Contact: _____

Shipping Address 1: _____

Shipping Address 2: _____

City: _____ State: _____ ZIP: _____

Phone: (_____) _____

Name of Collection Site: _____

Collection Site Point of Contact: _____

Shipping Address 1: _____

Shipping Address 2: _____

City: _____ State: _____ ZIP: _____

Phone: (_____) _____

Name of Collection Site: _____

Collection Site Point of Contact: _____

Shipping Address 1: _____

Shipping Address 2: _____

City: _____ State: _____ ZIP: _____

Phone: (_____) _____

If additional collection sites need to be listed under the purview of the Participant Administrator, please reprint this page and append to submitted application.

Inquiries about the Program? Please call 703.841.3291.

RECYCLEPAK® TERMS AND CONDITIONS

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

Thank you for choosing the RecyclePak® service for the proper handling and recycling of your materials. (The word "MATERIALS" is used herein to describe the wastes). 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 on this site 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 1-888-669-9725 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 to request a refund.

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, are suitable for shipping those MATERIALS. (If a prepaid shipping label was provided to you with the containers, 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 1-888-669-9725 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 to, 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. 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 RecyclePak® provided.

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 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 can charge you an additional fee to compensate us for the extra MATERIALS. DO NOT EXCEED THE STATED WEIGHT CAPACITY FOR ANY CONTAINER. AN ADDITIONAL \$50 SERVICE FEE WILL APPLY FOR ALL ITEMS RECEIVED THAT EXCEED THE STATED WEIGHT CAPACITY. If you send us wastes that are not MATERIALS as described above, we will try to manage these wastes, if possible, but we can charge you for any extra costs and, if we cannot accept the wastes, you agree we can return the wastes to you at your expense and that you will reimburse us for the extra costs we incur.

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.