

CONTAINER TERMS AND CONDITIONS

These Terms and Conditions (“**Terms**”) govern your use of the “**Container**” that you purchased in connection with a Program. If you have any questions regarding these Terms, consult the appropriate Web Site or call WM LampTracker at 1-800-664-1434.

The following definitions shall apply to these Terms: “**WMLT**” means WM LampTracker, Inc.; “**Program**” means, **Think Green from Home** prepaid container recycling programs; “**You**” or “**Customer**” means the user of the Container; “**Web Site**” means www.thinkgreenfromhome.com; “**Recycler**” means the entity that will process the Recycled Materials; “**Recycled Materials**” means: (a) mercury containing lamps for Fluorescent Lamp Recycling Box; (b) dry cell batteries for Dry Cell Battery Recycling Box.

USE OF THE CONTAINER CONSTITUTES ACCEPTANCE OF THESE TERMS.

1. **RETURNS.** If you do not accept these Terms, you may not use the Container or WMLT services. However, you may return the Container within ten (10) days (the “Return Period”) from the day you received the Container by doing one of the following during the Return Period: (a) return the Container to the place of purchase; or (b) contact WMLT and complete all return instructions. Credit for products will only be issued after you return products (you are responsible for return shipping costs) and received by WMLT at the Roseville, MN facility. Proof of delivery is required.

2. **LIMIT ON PROGRAM AVAILABILITY.** The Programs are not available to Customers located: (a) outside of the continental United States; (b) in the State of Maine.

3. **RECYCLING SERVICES.** Subject to these Terms, upon receipt and acceptance of a Container WMLT will: (a) process, recycle and/or dispose of the Recycled Materials in accordance with federal, state and local laws and regulations; and (b) prepare and process legally required paperwork.

4. **TITLE TO CONTAINER.** Until WMLT receives and accepts the Container: (a) title to and risk of loss of the Container and its contents will remain with Customer; and (b) Customer is solely responsible for the contents of the Container.

5. **EXPIRATION OF CONTAINER; UNUSED CONTAINERS.** Each Container must be received by WMLT by the expiration date printed on the Container (“Expiration Date”). WMLT has no obligation after the Expiration Date. WMLT will not be obligated to give a refund for unused Containers.

6. **PACKAGING.** Customer shall pack and seal the Container in accordance with the instructions included with the Container (the “Packing Instructions”).

7. **SHIPPING.** Prepaid return shipping is included with the Container. Customer shall comply with all shipping instructions. Shipping instructions are included with each Container. They may also be obtained on the Think Green from Home Web Site.

8. **NON-CONFORMING WASTE.** The Container may only be used for recycling Materials identified on the container. Material will be considered nonconforming if it has constituents, characteristics, components or properties not included within the definition of Recycled Materials. All such materials will be referred to as “Non Conforming Waste.” If WMLT determines that any Container contains Non Conforming Waste, WMLT may, at its sole discretion, and at Customer’s sole cost and expense: (a) reject the Container and return it to Customer; (b) return the Non Conforming Waste to Customer; or (c) process the contents of the Container and Customer shall pay for any and all costs associated with processing the Non-Conforming Waste.

9. **CHARGES FOR FAILURE TO COMPLY WITH TERMS AND INSTRUCTIONS; NON CONFORMING WASTE; CHANGED CONDITIONS.** WMLT reserves the right to bill additional amounts for any of the following: (a) costs associated with handling any Non Conforming Waste; (b) any costs related to changes in authorization by shipper to return container to WMLT; and (c) any costs related to changes in applicable law occurring after the date of purchase of the Container.

10. **PAYMENT TERMS.** Payments are due at time of order. Prices are subject to change at any time upon notice.

11. **WARRANTY.** WMLT WARRANTS: (A) THE DESIGN OF THE CONTAINER COMPLIES WITH APPLICABLE PERFORMANCE STANDARDS, INCLUDING, WITHOUT LIMITATION, THE DOT PERFORMANCE ORIENTED PACKAGING STANDARDS, SECTION 178; AND (B) IF THE CONTAINER IS PACKED, SEALED AND SHIPPED STRICTLY IN ACCORDANCE WITH THE PACKING INSTRUCTIONS, IT IS ADEQUATE TO TRANSPORT RECYCLED MATERIALS TO WMLT

FACILITY FROM POINTS WITHIN THE CONTINENTAL UNITED STATES (OTHER THAN MAINE) UNDER ORDINARY COMMERCIAL SHIPPING CONDITIONS; (C) WMLT WARRANTS THAT IT WILL HANDLE, MANAGE, TREAT, PROCESS AND DISPOSE OF THE RECYCLED MATERIALS IN A SAFE AND WORKMANLIKE MANNER AND IN FULL COMPLIANCE WITH ALL VALID AND APPLICABLE STATUTES, ORDINANCES, ORDERS, RULES AND REGULATIONS OF THE FEDERAL, STATE AND LOCAL GOVERNMENTS IN WHOSE JURISDICTIONS SUCH ACTIVITIES ARE PERFORMED UNDER THIS AGREEMENT. OTHER THAN AS EXPRESSLY WARRANTED HEREIN, THE CONTAINER IS PROVIDED “AS IS,” AND WMLT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. **INDEMNITY.** WMLT WILL INDEMNIFY CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS AND DAMAGES, CAUSES OF ACTION, COSTS, REASONABLE ATTORNEYS’ FEES, LOSSES, OR LIABILITY ARISING OUT OF WMLT BREACH OF THESE TERMS OR VIOLATION OF LAW. CUSTOMER WILL INDEMNIFY, DEFEND (WITH COUNSEL OF WMLT CHOOSING) AND HOLD HARMLESS, WMLT AND ITS DIRECTORS, SHAREHOLDERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS AND DAMAGES, CAUSES OF ACTION, COSTS, REASONABLE ATTORNEYS’ FEES, LOSSES, OR LIABILITY ARISING FROM THE USE, PACKING AND/OR SHIPPING OF THE CONTAINER (PRIOR TO ACCEPTANCE BY WMLT), ANY CONTENTS PACKAGED IN THE CONTAINER, BREACH OF THESE TERMS OR VIOLATION OF ANY APPLICABLE CITY, COUNTY, STATE OR FEDERAL LAW, RULE OR REGULATION BY CUSTOMER OR ANY CARRIER SHIPPING THE CONTAINER. THIS SECTION WILL SURVIVE ANY TERMINATION OF THE PARTIES’ RELATIONSHIP.

13. **LIMITATION ON LIABILITY.** OTHER THAN THE OBLIGATIONS OF WMLT SET FORTH IN THESE TERMS: (A) NEITHER WMLT NOR ITS SUPPLIERS, OFFICERS, AGENTS, AFFILIATES, SHIPPERS, CONTRACTORS AND EMPLOYEES SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO THE CONTAINER, OR ANY USE THEREOF, UNDER ANY THEORY OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY; (B) IN NO EVENT SHALL WMLT BE LIABLE OR RESPONSIBLE FOR ANY MATTER BEYOND WMLT’ REASONABLE COMMERCIAL CONTROL; AND (C) IN NO EVENT SHALL WMLT BE LIABLE TO CUSTOMER FOR ANY AMOUNT IN EXCESS OF THE AMOUNT RECEIVED BY WMLT FOR THE PURCHASE OF THIS CONTAINER.

14. **GOVERNING LAW AND VENUE.** These Terms will be interpreted in accordance with the laws of the State of Texas, without regard to its choice of law provisions, as though all acts and omissions occurred in the State of Texas. All disputes arising under this Agreement will be brought in a state or federal court in Houston, Texas, and, in such instance, Customer: (a) waives any objection which it might have now or hereafter to the exclusive venue of any such litigation, action or proceeding, (c) irrevocably submits to the exclusive jurisdiction of any such court, (d) waives any claim or defense of inconvenient forum; and (e) waives any right to trial by jury of any claim or cause of action by or against WMLT.

15. **FORCE MAJEURE.** WMLT shall not be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment acts or omissions of shippers or carriers, and WMLT shall be excused from performance during the occurrence of such events.

16. **ENTIRE AGREEMENT; CONSTRUCTION.** These Terms constitute your entire agreement with WMLT with respect to the purchase and use of any Container, superseding all prior communications, agreements or correspondence between the parties or their representatives for these Recycling Services; provided, however, obligations which apply to users of Containers set forth on or in the Containers, in the Packing Instructions or on the Web Site are hereby incorporated herein. If any provision in these Terms is determined to be illegal, invalid or unenforceable, the remainder of these Terms will nonetheless survive and govern the rights and obligations of the parties hereto. No provision of the Terms will be deemed waived, amended, or modified by either party unless such waiver, amendment, or modification is in writing signed by the party against whom enforcement is sought. Any additional or different terms or conditions contained in any document furnished by Customer are hereby objected to and rejected by WMLT. No representation or statement made by any employee, agent, or representative of WMLT shall be binding on WMLT to the extent such representation or statement differs from these Terms.