



DEA Pharmaceutical Waste Pails 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 THE USA 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.

DEA Pharmaceutical Waste Pails (Applies to Supply-391 (5 Gal), Supply-392 (2 Gal), Supply-393 (1 Gal))

AUTHORIZED CONTENTS: - The DEA Pharmaceutical Waste Pails are designed for use by DEA registered entities only for the return and disposal of DEA regulated pharmaceuticals including un-used, expired or off-spec pharmaceuticals including drugs and medicines. Approximately 90% of all pharmaceuticals may be placed into the pail including non-hazardous and toxic pharmaceuticals (See non-conforming waste or incompatible waste below for WHAT NOT TO put in this pail).

- The ReturnPak DEA pharmaceutical waste program is **prohibited for use in AK, CA, HI and PR.**
- The program is **not available for export.**
- The program can be used to dispose of **RCRA DEA Pharmaceutical Waste (VSQG ONLY) and Non-Hazardous DEA pharmaceutical waste per the chart below. If you have pharmaceuticals that meet the definition of a hazardous waste under 40 CFR 262.11, please call customer services at 888-669-9725.**

| RCRA DEA Pharmaceutical Waste | Non-Hazardous DEA Pharmaceutical Waste |
|---|---|
| Approved for VSQG generators except in the following states. These states require manifesting of VSQG. | Approved for very small, small and large quantity generators except for the states listed below: |
| <ul style="list-style-type: none"> • Arkansas (AR) • Connecticut (CT) • Massachusetts (MA) • Maine (ME) • New Hampshire (NH) • New York (NY) • Pennsylvania (PA) • Rhode Island (RI) • Virginia (VA) • Vermont (VT) | <ul style="list-style-type: none"> • Alaska (AK) • California (CA) • Hawaii (HI) • Puerto Rico (PR) |
| Prohibited for small and large quantity generators | |

Please follow the guidance below as to the amounts authorized for each ReturnPak® pail.

- **Supply-391 (5 Gal)** – Up to 25 pounds or less than 3 gallons free liquids* of DEA regulated pharmaceuticals including un-used, expired or off-spec pharmaceuticals including drugs and medicines.
- **Supply-392 (2 Gal)** – Up to 25 pounds or 2 gallons free liquids* of DEA regulated pharmaceuticals including un-used, expired or off-spec pharmaceuticals including drugs and medicines.
- **Supply-393 (1 Gal)** – Up to 25 pounds or 1 gallon free liquids* of DEA regulated pharmaceuticals including un-used, expired or off-spec pharmaceuticals including drugs and medicines.

* All containers of liquid pharmaceutical waste must be tightly capped and placed in a sealed plastic bag. Each full, partial or empty IV bag must also be placed in its own sealed plastic bag and properly labeled. Liquid CS from a syringe must be expunged into a baggie containing an absorbent pad. Please use Supply-446/447 6"x9" Lab Guard Biohazard Specimen Bag with Absorbent Pad. Seal and label the baggie before placing it into the DEA Pail. * Only tablets, capsules and containerized liquid can be placed into this product. No Powders Are Allowed.

Placing unauthorized materials inside the pail may pose a risk to human health and the environment and be a violation of applicable laws or regulations. This is also a violation of the terms and conditions, as contained within this document, and may subject you to additional handling fees. Veolia may as a result of violating the terms and conditions, seek indemnification from you under the terms and conditions for any 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

Additional charges may be assessed for failing to follow these instructions, including exceeding the rated capacity of a RETURNPAK® container, shipping us non-approved contents, shipping items in the wrong RETURNPAK® container, or shipping items in a container other than an approved RETURNPAK® container. Utilizing copies of the return shipping label is PROHIBITED.

Step #1 – Locate, Complete and Save Required Paperwork

1. Locate the **Return Shipment Authorization Form**. Complete the form and certify you are in compliance with these instructions and package requirements, and place inside the return shipping box. This form will be required when return shipping is requested.
2. Locate the **DEA Controlled Substances for Destruction Inventory Form** and follow the instructions on the form to complete it.
3. Locate the **Wastestream Information Profile Form**. Complete the form and certify you are in compliance with identifying and disclosing the presents of hazardous waste in the pharmaceutical inventory.
4. **Be sure to have a copy of your organization's DEA registration to include with the above paperwork.**
5. If you are missing or cannot locate the above forms, please call customer service at 1-888-669-9725 or email to pak.ts@veolia.com.
6. Additional paperwork may be required if the DEA Controlled Substances for Destruction Inventory Form indicates **Schedule II pharmaceutical wastes**. In this instance, a **DEA Form 222 will be sent to you**. One copy will be for your records and the second copy will need to be sent to your local DEA representative.

Step #2 – Prepare Package

1. Remove pail from return shipping box.
2. Remove lid and place poly liner into pail.
3. Place the absorbent pad at the bottom of the lined pail.
4. Place lined pail back into return shipping box
5. The return shipping box is required for return shipment. **DO NOT SHIP THE PAIL** without the return shipping box.

Step #3 – Fill Pail

1. **DO NOT PUT ANY NON-CONFORMING OR INCOMPATIBLE WASTE IN THE PAIL.** See Non-Conforming Waste or Incompatible Waste section.
2. Place containers of pharmaceutical waste that are properly identified, inventoried, and labeled into the lined pail.
3. Pharmaceutical wastes in packaging or containers that are not properly closed or are not in good condition (e.g., damaged, corroded, punctured, leaking or crushed) are prohibited and should not be placed in this pail.
4. All containers of liquid pharmaceutical waste must be tightly capped and placed in a sealed plastic bag. Each full, partial or empty IV bag must also be placed in its own sealed plastic bag and properly labeled. Liquid CS from a syringe must be expunged into a baggie containing an absorbent pad. Please use Supply-446/447 6"x9" Lab Guard Biohazard Specimen Bag with Absorbent Pad. Seal and label the baggie before placing it into the DEA Pail.
5. All pharmaceutical waste must be containerized before being placed in the pail (i.e., no loose pills).
6. **No Powders Are Allowed.**

7. Each inner container of pharmaceutical waste placed within the pail should not exceed 500 grams.
8. **THE GROSS WEIGHT OF THE PAIL SHOULD NOT EXCEED 25 POUNDS.**
9. **THE MAXIMUM VOLUME OF FREE LIQUIDS INSIDE THE PAIL SHOULD NOT EXCEED THREE (3) GALLONS FOR THE SUPPLY-391, TWO (2) GALLONS FOR THE SUPPLY-392 OR ONE (1) GALLON FOR THE SUPPLY-393.**
10. **KEEP PAIL AND LINER CLOSED WHEN NOT IN USE.**

Step #4 – Seal Pail

1. When the pail is full, seal poly liner with provided tie or minimum 3” wide clear plastic tape or equivalent.
2. Securely fasten the lid to the pail and screw to lock on. **Place one (1) of the security tape seals across the pail lid so half of the tape is on the lid edge and half is attached to the side of the pail. The remaining two (2) security tape seals will be used in Step #6.**
3. Place sealed pail into the provided return shipping box.

Step #5 – Request Return Shipping Label

1. Locate the completed **Return Shipment Authorization Form, DEA Controlled Substances for Destruction Inventory Form and the Wastestream Information Profile Form.** **You will also need to include a copy of your organization’s DEA registration.** Fax the completed forms and DEA registration to (920) 757-5485 or email to pak.ts@veolia.com.

Step #6 – Finalize Package for Return Shipment

1. Upon receipt of your **Return Shipment Authorization Form, DEA Controlled Substances for Destruction Inventory Form and Wastestream Information Profile Form**, Veolia customer service will review the forms to determine if additional information is needed. Once the forms are approved by our receiving facility, they will email you the approved forms and the return shipping label.
2. Make a copy of the completed **Return Shipment Authorization Form, DEA Controlled Substances for Destruction Inventory Form and Profile Form** and retain for your records.
3. **Place a copy of the following into the return shipping box, which has the sealed pail: Approved forms listed above, a copy of your DEA registration, copies of the BOL/Packing Slip and a copy of the Form 41 that was included with the approved paperwork.**
4. Seal the return shipping box with packaging tape, ensuring all top seams are covered with minimum 3” wide clear plastic tape or equivalent. **Place the remaining two (2) security tape seals across the top and bottom box seams.**
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**

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:

- Medical waste or bio-hazardous waste including sharps, hypodermic needles or lancets; infectious materials; blood or bulk body fluids.
- Vaccines, live and/or attenuated; live organisms
- Hazardous wastes as defined in 40 CFR 262**
 - Corrosive pharmaceuticals including those with a pH less than 2 or greater than 12.5
 - Oxidizers such as silver nitrate, amyl nitrate and mercury nitrate
 - Organic peroxides
 - Toxicity Characteristic Wastes including mercury-containing pharmaceuticals, sodium arsenic
 - Pharmaceutical having chlorine (>10%), fluorine (>5%), sulfur (>5%), sodium and potassium (>5%), or bromine and iodide (>1%) on a percent weight.
- Radioactive materials
- Aerosols or compressed gases, regardless of size
- Pharmaceutical waste in packaging that is not properly closed or is not in good condition (e.g., damaged, corroded, punctured, leaking, or crushed)
- **Pharmaceutical waste generated in or shipped in any of the Prohibited States, including AK, CA, HI, or PR**
- Any pharmaceutical waste that is not listed in the U.S. Pharmacopeia
- Any pharmaceutical waste that is not in final form for use as a drug or medicine (e.g., undiluted forms of drugs or medicines that must be diluted for use)
- Patient care wastes including used pharmaceutical waste. For these purposes pharmaceutical waste remaining in a container after the container has been opened and/or any of the contents have been removed for use shall not be deemed used, unless such remaining pharmaceutical waste has come into contact with bodily fluids.
- Any classes or forms of pharmaceutical waste that: are considered incompatible under the U.S. Department of Transportation regulations; are incompatible with any packaging materials; or might react dangerously with each other if placed in the same RETURNPAK® container (collectively, “Incompatible Waste”).

****Questions regarding Non-Conforming Waste or Incompatible Waste should be directed to Veolia’s customer service center at 1-888-669-9725. The program can be used to dispose of RCRA DEA pharmaceutical and non-hazardous DEA pharmaceutical waste.**



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 DEA regulated pharmaceuticals, drugs and medicines (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 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 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.