

Participant Agreement for the LightRecycle Washington Mercury Containing Lights Product Stewardship Program

The Washington State Mercury-Containing Lights Product Stewardship Program, called LightRecycle Washington (the "Program"), has been developed pursuant to the provisions of Chapter 70.275 of the Revised Code of Washington ([Chapter 70.275 RCW](#)) "Mercury-containing lights-proper disposal" (the "Law"). LightRecycle Washington is administered by PCA Product Stewardship ("PCA"), a non-profit stewardship organization that has been designated to implement and administer the Program. PCA may modify or amend the Program from time to time in accordance with the Law.

According to the Law, it is necessary for producers who sell or offer for sale mercury-containing lights ("Program Products") in or into Washington State, as described in the Law, to participate in an approved Product Stewardship program. The Law also requires that the Program be funded through an Environmental Handling Charge (an "EHC") added to the purchase price of each Program Product sold at retail in or into Washington State as of the program start date, January 1, 2015 (the "Start Date").

Participation in LightRecycle Washington is open to all producers, and to distributors, wholesalers, retailers or any party who chooses to report and remit EHCs to the Program on behalf of a Producer. Any party that registers with LightRecycle Washington will become a Participant in the Program.

1 Program Registration:

- a) By completing this online registration, Participant agrees to participate in the LightRecycle Washington Program operated by PCA and to be bound by and comply with the following terms and conditions of this Participant Agreement (the "Agreement") and to provide the information requested.
- b) Participant will update the registration information it provides if such information (such as contact information, contact person, etc.) changes or if it learns that information previously provided is erroneous or no longer accurate.

2 EHC Reporting and Remittance:

- a) Participant agrees to report the quantity of all Program Products sold or supplied in or into Washington State as of the Program Start Date, notwithstanding the date of this agreement, and other related information, in accordance with the reporting procedures established by PCA.
- b) The Participant agrees to complete and file with PCA an EHC remittance report (the "Report") for each calendar month or such other reporting period approved by PCA in writing, disclosing all Program Product sales, with a break-down by the product category as required in the reporting system, and shall complete and file the report no later than the last day of the month following the reporting period.
- c) Participant will remit to PCA, using a process specified by PCA, payment in the amount of the total EHCs payable, calculated as the total number of Program Products sold during the reporting period multiplied by the EHC rate, minus any retailer hold-back, if applicable.
- d) The Participant will remit the EHCs to PCA or to any person as may from time to time be designated by PCA as authorized to receive the EHCs on behalf of PCA (the "Designee").

- e) The EHC remittance must be paid by the Participant to the Program and received by the Program no later than the end of the month following the month of the reporting period.
- f) The Participant acknowledges that the EHC rate may be changed from time to time at the discretion of PCA, subject to approval by the Department of Ecology, provided that the PCA shall provide 90 days' notice of any such change.
- g) The EHCs are payable to PCA on any sale of Program Products in or into Washington State except where the Participant has entered into a Remitter Agreement with another party, in accordance with the Program policies, by which that party has agreed to report and pay the applicable EHCs on behalf of the Participant.

3 Recordkeeping Requirements:

- a) Participant agrees to maintain and keep records of all Program Product sold or supplied in or into Washington State to any distributor, wholesaler, retailer, consumers or any other party during the term of this Agreement (the "Records").
- b) Participant agrees to allow PCA or PCA's Designee to access and inspect all Records to verify that EHCs were accurately collected and remitted to PCA.
- c) Participant agrees to maintain and keep Records in such form and fashion as to allow PCA or PCAs Designee to confirm the quantities of Program Products sold during a given month and to confirm the amount of EHCs due and payable by the Participant to PCA under the terms and conditions of this Agreement on such sales.
- d) For each Report that the Participant must file, Participant must maintain Records for all Program Product sales covered by such Report for a period of at least four years following such sales.

4 Program Authority and Rules:

- a) Participant acknowledges PCA's authority to establish Program policies and procedures (the "Rules") for the administration and enforcement of the Program, and agrees to be bound by all Rules established by PCA.
- b) Participant acknowledges that PCA may, in its discretion, modify the Rules or the terms and conditions of this Agreement from time to time.

5 Breach of Agreement:

- a) Participant acknowledges and agrees they may be in breach of this Agreement if the Participant does not;
 - i. Comply with the Terms and Conditions of this Agreement;
 - ii. Maintain and keep the required Records;
 - iii. File Reports in a timely manner; or;
 - iv. Remit EHCs when due.
- b) PCA will notify Participant of any breach of this Agreement, whereupon the Participant will have 30 days to cure all problems identified by PCA associated with such breach.

- c) Failure to cure such breach in a timely fashion shall not excuse or otherwise affect Participant's continuing obligation under the Law to collect and remit EHCs to PCA on Program Products that Participant sells in or into Washington State, to file Reports with PCA in connection with such sales, or to comply with any other obligations under the Law.
- d) Participant acknowledges and agrees that should it fail to cure problems identified by PCA in a timely manner, PCA may report such breach to the Washington State Department of Ecology for further administrative and other action. Participant releases PCA from any and all liability, including, without limitation, liability for any costs, expenses, fines, penalties, assessments, judgments, lost profits, injury to property or reputation, or other damages of any kind, resulting from any action taken by the Department of Ecology in connection with the Program.

6 Term and Termination of Agreement:

- a) This Agreement is in force for as long as the Program is in force and as long as Participant sells or offers for sale Program Products in or into Washington State.
- b) Participant may terminate this Agreement upon 90 days written notice that it no longer sells or offers for sale Program Products in or into Washington State or that Participant plans to satisfy its obligations under the Law through another means, such as participation in another State-approved Product Stewardship program.
- c) EHCs will be due and payable by Participant for the period up and until the last day of the last month of participation.
- d) Termination of this Agreement shall not excuse or otherwise affect Participant's continuing obligation under the Law to collect and remit EHCs to PCA on Program Products that Participant sells in or into Washington State, to file Reports with PCA in connection with such sales, or to comply with any other obligations under the Law.

7 Trademarks, Service Marks and Trade Names:

PCA and Participant each acknowledge and agree that all trade names, service marks, and trademarks of the other party are, and will remain proprietary and that nothing in this Agreement constitutes the grant of a general license to the other party to use said trade names, service marks, and trademarks, except as expressly agreed to in writing.

8 No Agency Relationship

The parties acknowledge and agree that the relationship arising from this Agreement does not constitute or create a general agency, joint venture, partnership, employee relationship or franchise between PCA and Participant of any kind.

9 Choice of Law and Disputes

This Agreement will be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflicts of laws or rules. The parties agree that the State of Washington shall have exclusive jurisdiction over any disputes arising under this Agreement.