## **Terms & Conditions**

Effective as of November 1, 2019

The following Terms and Conditions (the "Terms") apply to all cartridge, cell phone and electronics purchased by Cartridges For Kids (CFK) under the Cartridges For Kids Program (the "Program") - please read carefully. Participation in the program is subject to the following Terms, which may be updated from time to time at the sole discretion of Cartridges For Kids. Participant will be bound by all such changes as of the date they appear on this website. If you have any questions regarding these terms and conditions, please call us at (800) 420-0235.

Cartridge and Cell Phone Packaging

All cartridges and cell phones must be packed to avoid damage during shipping. This includes repackaging cartridges in the original manufacturer's boxes with protective end-caps, or other packaging. If you do not have the original packaging, wrap all cartridges in newspaper, bubble wrap, foam or any other lightweight, protective material. We carefully inspect all shipments when they arrive at our Collection Center and document evidence of physical damage to the shipment. It is the seller's responsibility to properly package product, CFK doesn't not pay for damaged or broken product. Contact your Cartridges For Kids representative for packaging suggestions.

Seller warrants they have clear title and authorization to all products sold to Cartridges For Kids.

The minimum number of products to ship per box/shipment is as follows:

\$15.00 worth of product from the current CFK pricelist

See our **Shipping Guidelines** for more information

Shipments containing less than \$15.00 of qualifying products may be zeroed out.

Cartridges received that are not on the current Buy Back List, as well as non-qualifying cartridges, will be subject to a disposal fee based upon the product as outlined below:

- \$0.50 per inkjet cartridge or ribbon
- \$1.75 per toner cartridge
- \$1.75 per toner tube, toner bottle or toner tank

Other non-qualifying products may be subject to a disposal fee based upon the product as outlined below:

- \$1.75 per printer component
- \$1.00 per cellphone or small electronic

Only products that pass Cartridges For Kids quality process qualify for payment. Cartridges For Kids will not return rejected, damaged or non-qualifying products – you should only return items listed on our Buy Back lists posted on our website which are updated from time to time.

All cartridges must be collected (first sold) from sources within the USA.

Cartridges For Kids does not pay for universal or modified cartridges.

Seller must pack items properly and safely for transport. Cartridges For Kids is not responsible for items damaged during shipping.

Once product has been received at a Cartridges For Kids facility, it becomes property of Cartridges For Kids.

All Lexmark and like Lexmark models (including but not limited to Dell and IBM) must be first sold in the USA.

All Lexmark cartridges will be scanned using the "Check to Protect" site.

Cartridges that are found to be first sold outside of the USA will be rejected and isolated for destruction.

All orders will be priced based upon standard Buy Back at time of receipt. Cartridges For Kids shall determine, at its sole discretion, which products are eligible for purchase and/or recycling.

PDW (production downstream waste) is defined as items that do not pass Cartridges For Kids quality process or do not appear on the list of acceptable cartridges at the time of receipt. PDW may be subject to a disposal fee of up to \$.50 per lbs. There is a cost incurred with PDW handling and disposal in accordance with Cartridges For Kids downsteam vendor R2 certification. If the costs associated with the PDW of any shipment are in excess of the value there may be no payment to shipper. In addition, the shipper may be responsible for paying Cartridges For Kids for the costs of shipping, handling and disposal of the shipment in total.

Payment will be made when the value of its account reaches Twenty-Five Dollars (\$25.00). Payment will be made by check, at which time the Participant's account may be reset at zero. Accounts which do not meet the \$25.00 threshold in any calendar year will have their account reset to zero. Lost or stolen checks will not be reissued. Participant is responsible for taxes, charges or other liabilities related to or resulting from participation in the Program.

Condition Defined - The value of the Product varies based on age, condition, features and demand for a particular item. Product condition is determined by Cartridges For Kids, in its sole discretion, when it receives and inspects the product(s).

Cartridges For Kids may specify additional provisions pertaining to the Program, including descriptions and details of the Program, throughout this website, and Participant shall be bound by all such additional provisions, descriptions and details; provided, however, that if these Terms conflict with any of the Terms in this Agreement, these Terms shall govern.

Either party, without notice, may terminate this Agreement at any time for any reason at which time any unpaid balances will be paid out.