



SCRAP ACCEPTANCE POLICY

To ensure that we maintain our efficiency and recycle in an environmentally responsible manner, we need your help when preparing your loads. It is important that you have a clear understanding of which materials are acceptable and those which are not. For environmental and safety reasons, please be sure your scrap loads do not contain any of the following materials:

1. Combustible or explosive materials.
2. Paint or aerosol containers.
3. Gasoline, diesel, propane or other petroleum products or containers.
4. Oil cans, oil filters and un-punctured oil pans still on motor blocks.
5. Drums of any size without proper empty container certification.
6. Closed containers or cylinders.
7. Cans which contained paint, water sealer, pesticides or other toxic chemicals.
8. Asbestos of any kind (such as pipe insulation, surfacing material).
9. Air conditioning and refrigeration units containing chlorofluorocarbons (CFCs & HCFCs).
10. PCB containing materials such as capacitors, ballasts and transformers.
11. Automobile airbags containing sodium azide.
12. Lead-containing materials, unless approved in advance (e.g. lead-acid batteries).
13. Batteries which are cracked, broken, burned or have missing caps.
14. Fluorescent or mercury vapor lights and related fixtures.
15. Cathode ray tubes (CRTs) and liquid crystal displays (LCDs) or any commodity containing a CRT or LCD, such as computer monitors, laptop screens, and televisions.
16. Radioactive materials or containers.
17. Any material containing hazardous or toxic substances, materials, or wastes.
18. Free flowing fluids of any kind including water.
19. Dirt, debris, trash or waste of any kind.
20. Munitions scrap.
21. Automobiles must have all fluids drained, CFCs/HCFCs properly evacuated, and their gas tanks, batteries, battery cables, tires, mercury switches, and airbags removed.
22. Appliances must have all fluids drained, CFCs/HCFCs properly evacuated, and electrical components (e.g. capacitors, mercury switches) and compressors removed. We accept compressors only if drained of all fluids.
23. Wire rope or cable in lengths greater than 3 feet.
24. Wire rope, cyclone fencing, or any of the above, must not be placed inside cars.

We appreciate your business and your cooperation in keeping these materials out of your recyclables. The above list is not inclusive. Our representatives will be happy to answer any questions you may have regarding this policy. We reserve the right to reject any load at your cost if this policy is not followed.

Thank you for your help in ensuring responsible recycling.

Initials: ____



SCRAP ACCEPTANCE AGREEMENT

This Scrap Acceptance Agreement ("Agreement") is entered into this _____ ("Date") between _____ ("Seller") and Richmond Steel Recycling, ("Buyer") under the following terms and conditions. The initial term of this Agreement shall commence upon execution of this Agreement and shall expire on December 31, 20 _____. Thereafter the term shall be automatically extended on a month-to-month basis, on the terms and conditions set forth in this Agreement.

1. Buyer agrees to buy scrap metal ("Scrap") only upon each issuance to Seller of a Weighmaster Certificate or Purchase Contract (each a "Contract") for such Scrap and at the price specified therein, in accordance with the terms and conditions of this Agreement, whether or not referred to in any Contract, and of both the front and reverse sides of that Contract.
2. Buyer shall not be deemed to have accepted the Scrap purchased herein until such Scrap has been approved by Buyer at Buyer's facility. Buyer reserves the right to reject at any time any Scrap not as warranted or not conforming because materially different than as described herein (including without limitation because some or all of the Scrap material is a Hazardous Material, as defined herein). Any Scrap which is rejected by Buyer shall be at Seller's sole cost and risk. Under no circumstances will title to any Scrap material transfer to Buyer which is not as warranted, certified or conforming to this Agreement.
3. Seller shall not tender to Buyer any materials which are considered hazardous or toxic materials, substances, or wastes under any applicable Law (as defined herein), including without limitation any of those materials described in Exhibit A, attached hereto and incorporated herein by reference ("Hazardous Material"). Seller is solely responsible for the condition and cleanup of the Scrap and any releases therefrom. Seller certifies that the Scrap is exempt from regulation as a hazardous waste in accordance with all applicable federal, state, and local laws, regulations and requirements, and any guidance and interpretation by any applicable regulatory agency and any orders and decisions of any applicable court (each and all a "Law"). All warranties, certifications, indemnities, and other obligations made by Seller shall survive the expiration of this Agreement.
4. Seller certifies that all refrigerants (including without limitation chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), that have not leaked previously will be properly removed and recovered from all appliances or shipments of appliances (including without limitation motor vehicle air conditioners) to be delivered under this contract of sale prior to the delivery of those appliances to Buyer. In addition, Seller certifies that all PCB small capacitors, all liquids, and all mercury switches will be removed from all appliances or shipments of appliances (including without limitation motor vehicles) prior to delivery under this contract.
5. Seller agrees to defend, indemnify and hold harmless Buyer and its owners and employees (each an "Indemnitee"), from and against any claim, penalty, fine, fee, cost, expense (including attorneys' and expert fees), loss, obligation, or any other liability of any kind sustained by any Indemnitee arising in whole or in part from any breach of this Agreement by Seller or any act or omission of Seller, its subcontractor(s), or any of their respective employees or agents.
6. The undersigned individual signing on behalf of Seller represents and certifies that he or she is duly authorized by the Seller to sign this agreement and certification on behalf of Seller. Any acknowledgment or confirmation issued by Seller regarding any Contract shall be deemed as issued solely for administrative purposes but in no event shall any terms or conditions thereon govern.

AGREED: SELLER

AGREED: RECEIVER/RICHMOND STEEL

Date: _____

Date: _____

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____