SALES CONTRACT
STANDARD TERMS AND CONDITIONS OF SALE

1. Definitions. The terms "we," "us" or "our" mean OmniSource Corporation or the OmniSource Corporation affiliate designated on the Contract. The terms "you" or "your" mean the purchaser designated on the Contract. The term "Contract" means the "Sales Contract" form completed by us to confirm or set out the agreement between you and us for the sale of good and the Standard Terms and Conditions. The term "Standard Terms and Conditions" means the terms and conditions of sale set forth in this document. The term "Material" means the goods described in the Contract that are the subject of the sale.

2. Controlling Terms and Conditions. If you sign the Contract or otherwise agree to its terms in writing, the Contract will constitute the entire agreement between you and us with respect to the sale of the Material and will supersede any prior agreements, written or oral, between you and us.

If the Contract is a confirmation of a verbal agreement between you and us, you must notify us immediately if any provision of the Contract does not conform to your understanding of the oral agreement. You also agree to provide us with a written objection to any unacceptable terms within ten days of your receipt of the Contract. If you have previously agreed to be bound by the Standard Terms and Conditions, you are not entitled to object to any of those terms and conditions and you will be bound by them even though the other terms were agreed upon orally and confirmed by the Contract. Your failure to return a signed copy of the Contract or object to its contents will not excuse you from liability under the Contract.

We object to and are not bound by any term or condition on your offer, purchase order, expression of acceptance, confirmation or any other communication which is different from, inconsistent with, or in addition to the terms and conditions in the Contract and any such terms and conditions proposed by you are hereby expressly rejected.

Our shipments will not constitute acceptance of any provision of your offer, purchase order, expression of acceptance, confirmation or any other communication from you to us which is different from, inconsistent with or in addition to the terms and conditions of the Contract. Any confirmatory action by you, including your acceptance of the Material, will constitute assent to the terms and conditions of the Contract.

3. Inspection and Acceptance. You must inspect the Material within TWENTY-FOUR (24) HOURS after its delivery to the shipping destination and must notify us immediately of any claimed failure of the Material to conform to the specifications or grade described in the Contract. You agree to

allow us a reasonable opportunity to inspect any alleged nonconforming Material. Your failure to notify us of any alleged nonconformity of the Material within twenty-four (24) hours of its delivery to the shipping destination, or any commingling of the Material with other goods, shall constitute your acknowledgment that the Material conforms to the specifications and grade described in the Contract, and shall constitute an immediate and irrevocable acceptance of the Materials by you. If you refuse to receive or accept the Material or otherwise breach the Contract, we may exercise any or all of the remedies afforded to a seller by the Uniform Commercial Code. We have no obligation to hold or resell any Material for your account.

4. Representation of Solvency. You hereby represent that you are not insolvent as that term is defined in the Uniform Commercial Code. If you become insolvent before delivery of the Material, you must notify us immediately. Your failure to notify us shall constitute a written reaffirmation of your solvency at the time of delivery.

5. Warranty. We warrant that the Material will conform to the specifications or grade described in the Contract. We make NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND HEREBY DISCLAIM ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If the Material fails to conform to the specifications or grade described in the Contract, we will, at our option, provide a purchase price adjustment consistent with the course of performance or usages in the trade for any Material than can be reasonably used by you, provide a replacement shipment, or refund all or an appropriate portion of the purchase price. You agree to load all nonconforming Material for shipment to us or to another location selected by us and we will arrange for the transportation of all nonconforming Material that we have authorized you to return to us.

Variations in composition, properties and quality consistent with usages in the trade, course of performance or standard testing and inspection methods shall not render the Material nonconforming. Unless a different weight tolerance is set forth in the Contract, you agree to accept overshipments and undershipments so long as they do not exceed five percent (5%) of the volume specified in the Contract.

6. Limitation on Purchaser's Remedies. The remedies described in Section 5 of this Contract are your sole and exclusive remedies for the failure of the Material to conform to the specifications or grade described in the Contract. For any other breach, you are limited to the remedies available under the Uniform Commercial Code. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

7. Delivery and Excusable Delay. We may recover for each partial shipment as a separate transaction, without reference to any other shipment contemplated as part of the Contract. We will not be

liable for any delay in or failure to make one or more deliveries, when due, if such delay or failure is due to any cause beyond our reasonable control, such as, but not limited to, acts of God, strikes or other labor differences, wars, blockades, embargoes, navigational hazards, epidemics or natural disasters, civil disturbances, explosion, breakage of, or accident to machinery, restriction or unavailability of transportation facilities or fuel, compliance with any law, order, directive, or regulation of government. Upon the occurrence of any of the foregoing, we may distribute our available goods among our customers on such a basis as we shall deem fair and equitable, without liability to you.

8. Transportation. If you require a means of transportation other than that selected by us, any extra costs incurred by reason of using such other means shall be borne by you.

9. Payment and Default. All amounts payable to us under the Contract shall be paid in cash, via wire transfer or in negotiable paper collectible at its face value in United States funds at the location indicated on our invoice. You agree to pay interest on all past due amounts at a rate equal to the higher of (i) one hundred twenty-five percent (125%) of the Prime Rate published in the Wall Street Journal's Money Rates table; and (ii) the rate of interest specified in Indiana Code §24-4.6-1-102. In no event shall the rate of interest exceed the rate allowed under applicable law. You agree to pay all costs of collection, including reasonable attorney fees and litigation costs and expenses incurred by us.

10. Environmental Representations and Indemnification. You represent that (i) a substantial portion of the Material will be made available by you or your ultimate customer for use as a feedstock for the manufacturer of a new saleable product, (ii) the Material is a replacement or substitute for a virgin raw material, or the product to be made from the Material is a replacement or substitute for a product made, in whole or in part, from a virgin raw material; (iii) any facility, including those of any subsequent transferee, where the Material will be handled, processed, reclaimed, or otherwise managed will be in compliance with substantive (not procedural or administrative) provisions of any federal, state or local environmental law or regulation, or compliance order or decree issued pursuant thereto, applicable to the handling, processing, reclamation, storage or other management activities associated with recycled Materials; and (iv) you and your customers will otherwise comply with all federal, state or local environmental laws and/or regulations. You agree to defend, indemnify and hold us harmless from and against any and all liabilities or expenses incurred, directly or indirectly, by you arising out of or in connection with a breach of the foregoing environmental representations.

11. Assignment. Neither the Contract nor any interest thereunder is assignable in whole or in part by you without our prior written consent.

12. Waiver of Terms and Conditions. Our failure in any one or more instances to insist upon performance of any of the terms and conditions contained in the Contract, or to exercise any right or privilege under the Contract, shall not be construed as a waiver of any our rights or privileges.

13. Setoff. You are not be entitled to setoff any amount owed by you in connection with the Contract against any amount owed to you by any division, subsidiary, or affiliate of us other than the division which entered into the Contract.

14. Amendments. No amendment, modification, waiver or release of any provision of the Contract is binding upon us without a writing signed by our authorized representative.

15. Applicable Law and Forum. The Contract shall be construed as a contract made in the State of Indiana and shall be governed by the laws of the State of Indiana, without regard to its choice of law provisions. Any action or suit initiated by you relating in any way to the Contract must be brought in a federal or state court located in Allen County, Indiana. You hereby consent to the jurisdiction and venue of the courts in the State of Indiana.