

**PURCHASE CONTRACT  
STANDARD TERMS AND CONDITIONS OF PURCHASE**

**1. Definitions.** The terms “we,” “us” or “our” mean OmniSource, LLC or the OmniSource, LLC affiliate designated on the Contract. The terms “you” or “your” mean the seller designated on the Contract. The term “Contract” means the “Purchase Contract” form completed by us to confirm or set out the agreement between you and us for the purchase of goods and the Standard Terms and Conditions. The term “Standard Terms and Conditions” means the terms and conditions of purchase set forth in this document. The term “Material” means the goods described in the Contract that are the subject of the purchase.

**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, sales 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.

Your shipments shall constitute an unqualified and unconditional assent to the terms and conditions of the Contract. Our acceptance of or payment for the Material shall not constitute acceptance of or agreement to any provision of your offer, 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.

**3. Resale.** The Material is being purchased for resale.

**4. Loading.** You agree to load all trucks, cars, containers or other conveyances to the required weight according to the designated description of the Material. You are responsible for any expense incurred or delays occasioned because of improper loading.

**5. Packing and Transportation.** Unless otherwise specified in the Contract, all charges for packing, crating, hauling, storage and transportation to point of delivery are included in the purchase price. All shipments must be accompanied by packing slips containing a description of the Material and our purchase contract number. If transportation to the point of delivery is not included in the purchase price, you must route the shipment in such a

manner as to insure the lowest applicable freight rate on the Material shipped to the destination shown. If you select a means of transportation other than that described by us in the Contract, any extra costs incurred by reason thereof shall be borne by you. Risk of loss of the Material shall remain with you until the Material has been received and accepted at the F.O.B. point or other destination specified in the Contract.

**6. Weight, Grading and Analysis.** Our weights, grading and analysis of all Material, as fixed and reflected by our scale tickets and condition reports, shall be conclusive on all Material shipped to us. If the Material is shipped to another person, that person's weights, grading and analysis, as fixed and reflected by its scale tickets and condition reports, shall control.

**7. Warranty.** You warrant that the Material conforms to the specifications and grade described in the Contract and the Material is merchantable and is fit for the general and particular purpose and use intended. You agree to indemnify and hold us harmless against any and all claims, actions, liabilities, damages, expenses and costs, including attorney fees, as a result of any personal injury or property damage arising out of the breach of your warranty or the composition, loading or use of the Material, or its transportation to us or our customers.

**8. Inspection and Rejection.** All Materials received by us is subject to our inspection and rejection. We will cause all the Material to be inspected and tested for conformity with the Contract requirements within a reasonable time after its delivery to the point of destination. We will notify you of any partial or total rejection of Material as non-conforming, or of revocation of our acceptance of the Material. Material not accepted will, at our option, either be held for your instruction and at your risk, or returned at your expense. Material returned as non-conforming shall not be replaced by you without a new order from us. Payment for Material prior to inspection shall not constitute an acceptance thereof. We may, without notice to you, deduct from any unpaid balance due to you for non-metallics, wood, paper, dirt, ice or snow. If the Material is nonconforming but useable by us, we may, in lieu of rejection or revocation of acceptance and, at our option, adjust the purchase price consistent with usages in the trade or course of performance.

**9. Environmental Representations and Indemnification.** You represent that (i) any facility where the Material was handled, processed, reclaimed, or otherwise managed was 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, (ii) that any chlorofluorocarbons or other substances described in 42 U.S.C. §7671a were removed from the Material prior to its disposal or its delivery for recycling in full compliance with applicable federal, state and local laws and regulations; and (iii) You have otherwise complied with all federal, state or local environmental laws and regulations. You agree to defend, indemnify and hold us harmless from and against any and all liabilities or expenses incurred, directly or indirectly, by us arising out of or in connection with your breach of the foregoing environmental representations.

**10. Excusable Delays.** Neither party shall be liable to the other for any delay of performance under the Contract if such delay or failure is due to circumstances beyond that party's reasonable control. Each party shall give written notice to the other party within a reasonable time after the beginning of any such delay or failure. If you are unable, due to such a cause, to meet all of your delivery commitments for the Material, you may not discriminate against us or in favor of any other customer in making deliveries. You agree to use your best efforts to make deliveries as expeditiously as possible. If we believe that any delay or anticipated delay in your deliveries may impair our ability to meet our delivery schedule to our customers, or in the event that the market price of the Material decreases below the price set forth in the Contract, we may, at our option, and without liability to you, cancel outstanding deliveries, wholly or in part.

**11. Taxes.** Unless otherwise specified, the price set forth in the Contract is inclusive of all taxes and other charges not expressly imposed on us by the law of our domicile or by federal law.

**12. Assignment and Delegation.** Neither the Contract, nor any right or interests thereunder may be assigned or delegated by you without our prior written consent. You also agree not to delegate any of your duties under the Contract without our prior written consent.

**13. Cancellation and Other Remedies.** We may cancel this Contract in whole or in part or exercise any other remedy available to us under the Contract or the Uniform Commercial Code if (i) you deliver non-conforming Material; (ii) the Material is not shipped as scheduled; (iii) you make an assignment for the benefit of creditors, or a receiver is appointed for you, or if proceedings in bankruptcy or for corporate reorganization are filed by or against you; or (iv) you fail to comply with any of the terms of the Contract.

**14. Compliance with Laws and Regulations.** You agree to comply with all applicable local, state and federal laws, rules and regulations in conducting your business and performing your obligations under this Contract. You certify that the Material purchased hereunder has been produced in compliance with the Fair Labor Standards Act of 1938, as amended, including all regulations thereunder. You also warrant that you will at all times comply with applicable provisions relating to government contractors and subcontractors, which provisions, and any contract clauses required thereunder, are incorporated in this Contract by reference as if set forth in full, including but not limited to, the Equal Opportunity Clause of EO 11246.

**15. Setoff.** We may setoff any amount owed by you in connection with this Contract against any amount owed to us by you or any of your affiliates. The term "affiliates" shall mean any corporation, partnership, trust or other entity controlling, controlled by or under common control with you.

**16. Attorney's Fees.** You agree to pay all attorney's fees and court costs and litigation expenses incurred by us in any successful action against you for breach of your representations, warranties or obligations under this Contract.

**17. Modifications.** No amendment, modification, waiver or release of any provisions hereof is binding upon us without a writing signed by our authorized representative.

**18. 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.