



## COMMERCIAL SCRAP METAL SUPPLIER Non-Conforming Material Agreement

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Environmental laws and regulations apply to some of the materials that may be found with the metals you sell to OmniSource, LLC or its affiliated companies (Omni). Omni strives to meet or exceed all applicable environmental requirements, and as a commercial supplier of scrap metal to Omni, the undersigned Supplier agrees to and acknowledges the following for each load of scrap from Supplier (Scrap):

**Prohibited Materials:** Supplier has removed from the Scrap all Prohibited Materials in full compliance with federal, state and local laws and regulations prior to delivery to Omni. These Prohibited Materials include: Crushed or whole vehicles containing intact alternative fuel sources (e.g., CNG, etc.) or batteries, including all hybrid/electric vehicle batteries and associated power generating components, accessible mercury switches, pressurized air conditioning systems, or excessive automotive fluids; White goods or appliances containing refrigerants or PCB capacitors; Hazardous Wastes or other regulated wastes; Scrap with excessive residual cutting fluids; Asbestos; Batteries; Compressed gas cylinders, propane tanks, and/or aerosol cans that have not been properly vented or depressurized; Drums or containers containing residual fluids or solids; Radioactive materials; PCB or Mercury containing materials; Bulbs, Ignition sources; Munitions, bullets, military target range scrap, or explosives; Poisons; Trash; Flammable liquids; Cathode ray tubes (CRT), Televisions; or any other environmentally regulated materials.

**Refrigerant and Mercury Switch Removal:** Unless an authorized representative of Omni agrees in writing to a different arrangement, with respect to any material that previously contained refrigerant, Seller certifies that all refrigerant has either leaked out prior to delivery and recovery is not possible and/or all refrigerant has been removed prior to delivery in accordance with the applicable procedures described in 40 CFR 82 and is in full compliance with applicable federal, state and local laws and regulations. For Scrap from motor vehicles: Unless an authorized representative of Omni agrees in writing to a different arrangement, Supplier certifies knowledge of the requirements at 40 CFR 63.10685 for Mercury Switch Removal, certifies that mercury convenience lighting switches required by regulation to be removed have been removed prior to delivery, and will ensure proper handling and reporting of removed switches through the National Vehicle Mercury Switch Recovery Program, administered through the End of Life Vehicle Solutions Corporation, or similar state approved program.

**Inspection and Rejection:** All inbound Scrap is subject to Omni's right of inspection and rejection in its sole discretion. Supplier agrees to promptly provide Omni with such documentation and certification, as reasonably requested by Omni, to substantiate that the Scrap conforms to the requirements of this Agreement and Omni's scrap acceptance policies. Omni also has the right to inspect and test all Scrap, as deemed necessary in Omni's sole discretion, for conformity with the requirements of this Agreement and Omni's scrap acceptance policies after delivery. Omni will promptly notify the Supplier of any partial or total rejection of Prohibited Materials and any associated charges. Materials not accepted will be returned to the Supplier at the Supplier's expense and/or will be managed and/or disposed of in accordance with applicable regulations at the Supplier's expense. Payment for materials shall not constitute an acceptance of materials. Omni reserves the right, without notice, to deduct for Prohibited Materials or for non-metallics, fluids, wood, paper, dirt, ice or snow in Scrap.