

Standard Terms and Conditions

US PLASTICS RECOVERY

Purchase Confirmation

Terms and Conditions

- 1) If an F.O.B. point is not specified in this contract, the price stated is F.O.B. delivered the consignee. Regardless of the point of delivery, all material shall be received subject to the acceptance of the ultimate consumer, with the weights and grading of that consumer to govern. Rejected material remains Seller's property at his risk and subject to his disposition. Rejected shipments are to be replaced at US Plastics Recovery's option.
- 2) Seller must load clean transportation equipment. Any expense or shortage incurred because of foreign matter in the shipment or because equipment is loaded in excess of or less than carrier's loading rules, will be paid by Seller.
- 3) Time shall be of the essence in the performance of this contract. In the event of nonconformity, non-delivery, partial delivery or late delivery, US Plastics Recovery may, at its option, cancel this contract or replace the material in this open market after due notice and within a reasonable time and recover from Seller the anticipated profit or difference between the market price of the material at the time of replacement and the contract price, whichever is greater. No extension of time granted by US Plastics Recovery shall constitute a waiver of this provision. US Plastics Recovery shall not be liable for any delay or failure of performance due to a request for delay by the consumer, strikes, acts of God, or other causes beyond its control, provided that US Plastics Recovery shall have given notice to Seller of any such cause for delay, or anticipated delay, promptly following the commencement thereof. In the event of a delay for any of the foregoing reasons, and if requested by US Plastics Recovery, the Seller shall, immediately upon receipt of the notice from US Plastics Recovery, hold up delivery until further notice from US Plastics Recovery, regardless of whether such hold extends beyond any delivery date specified in the contract. Upon receiving further notice from US Plastics Recovery, the Seller shall promptly make delivery of the material specified in this contract.
- 4) The Seller agrees to indemnify and save harmless US Plastics Recovery and its customers from and against any and all claims, demands, causes of action, actions, liabilities, losses, damages and expenses, including attorneys' fees (including without limitation actual, general incidental, consequential and special damages for injuries or damage to any person or property, or resulting from any suit or threatened suit for infringement of any claim of ownership or conversion of material, patent, trade mark or trade name) arising out of the sale, transportation or use by US Plastics Recovery or its customers of the material furnished or sold by Seller hereunder. Seller shall procure and maintain product, professional practices, and general liability insurance in sufficient amount to conform to this requirement.
- 5) Notwithstanding any other warranty or limitation of warranty herein, Seller warrants that the metal scrap to be delivered under this contract does not contain any "hazardous substance", as

that term is defined in 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. 6901(14), except those “hazardous substances”, which are integral constituents of the metallic fraction of the material. Seller further warrants that the material contains no radio-nuclides or radioactive materials. Seller will indemnify and hold US Plastics Recovery and its customers harmless from any and all claims, demands, causes of action, actions, liabilities, losses, damages and expenses, including attorneys’ fees, resulting in whole or in part from a breach of the foregoing warranties. If the material is rejected at destination, because of the presence of hazardous substances, radio-nuclides, or radioactive materials, US Plastics Recovery shall have no responsibility for or title to the rejected material. Seller shall have sole responsibility for and shall ensure proper management of the material to prevent any release, or threat of release, of any such hazardous substances, radio-nuclides or radioactive materials to the environment. Unless Seller makes other arrangements, Seller shall return all such rejected material to its point of origin at Seller’s expense, or may otherwise manage the material and arrange for its disposal at Seller’s expense. If Seller refuses to remove the rejected material, US Plastics Recovery may return it to its point of origin at Seller’s expense, or may otherwise manage the material and arrange for its disposal at Seller’s expense. Seller agrees to assume any and all liability for such shipment or management, and any and all liability resulting from the return or disposal of the rejected material.

6) Seller must furnish car or container numbers to US Plastics Recovery upon loading. Any demurrage or other expense caused by the failure of Seller to furnish such information upon loading will be paid by Seller.

7) If Seller becomes insolvent or has a business failure, or commits an act of bankruptcy, or is adjudicated a bankrupt, or if at any time US Plastics Recovery reasonably believes that Seller may fail to perform for one of the above reasons, or if Seller has failed to perform completely any other contract with US Plastics Recovery, then US Plastics Recovery may cancel this contract without liability to Seller.

8) No assignment of this contract shall be made without prior written consent of US Plastics Recovery.

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