

TERMS AND CONDITIONS (Sale of Scrap/Surplus)

The following terms and conditions and those specified in the Purchase Order issued by Seller to Buyer shall exclusively govern Buyer's purchase of all scrap/surplus materials ("Materials") from Seller under the Purchase Order and are for the regular conduct of Seller's trade and business.

1) OFFER AND ACCEPTANCE: These Terms and Conditions, together with the Purchase Order issued by Seller (collectively the "Order"), constitute an offer to Buyer expressly limited to the terms herein. No different or additional term or condition contained in Buyer's acceptance or acknowledgment (whether or not material) shall alter the terms hereof or be a part of the contract unless accepted by Seller in writing. Seller reserves the right to revoke this offer at any time prior to its acceptance. THIS ORDER SHALL BE DEEMED ACCEPTED BY BUYER ACCORDING TO ITS TERMS UPON THE DATE OF ISSUANCE (UNLESS BUYER NOTIFIES SELLER TO THE CONTRARY IN WRITING WITHIN 3 BUSINESS DAYS OF RECEIPT) OR, IF EARLIER, UPON BUYER'S ACKNOWLEDGEMENT, COMMITMENT OR BEGINNING OF PERFORMANCE.

2) DELIVERY: Title and risk of loss to the Materials shall be deemed to pass to Buyer upon payment to Seller or, if earlier, upon delivery to Buyer or placement in possession of Buyer's designated carrier. Unless otherwise specified in the Purchase Order, Buyer agrees to complete loading and removal of the Materials from their location no later than 10 days following Buyer's payment to Seller, and to provide all necessary equipment and other transportation arrangements or services to take delivery. Buyer shall notify Seller immediately of any potential delays in taking delivery. If Buyer fails to remove or pay for the Materials on a timely basis, Seller may elect to terminate this Order and/or make such alternate arrangements to dispose of or resell the Materials on such terms as Seller may determine and recover from Buyer any out of pocket cost or loss to Seller.

3) PRICE: The purchase price and payment terms for the Materials shall be specified in Seller's Purchase Order.

4) TAXES: Buyer shall be responsible for all taxes applicable to the transfer of Materials to Buyer unless otherwise agreed by Seller in writing.

5) DELAYS, FORCE MAJEURE: An extension of time to complete performance shall only apply for delays caused by conditions over which a party has no control. Buyer shall not be entitled to compensation for delays, acceleration, inefficiency or other type of impact resulting from any delays, and shall be fully compensated by an extension of time. If Seller cannot release any of the Materials to Buyer for purchase or delivery due to a legal condition or other requirement, Seller may cancel this Order without further liability, subject to an appropriate reduction or refund in the price paid by Buyer.

6) INDEPENDENT CONTRACTOR: In performance of this Order, Buyer shall be at all times an independent contractor to Seller, and not its agent.

7) EXPORT OR TRANSFER CONTROLS: Buyer acknowledges that the export or transfer of certain products, services, technology or other items is restricted by governmental laws and regulations (collectively "Export Controls"). Buyer represents the transfer of Materials to Buyer from Seller is not subject to Export Controls nor is Buyer contemplating an export or transfer involving the Materials which would be subject to Export Controls. Buyer and any subsequent transferee shall be solely responsible for complying with any applicable Export Controls and shall indemnify and hold Seller harmless therefrom.

8) CONFLICTING TERMS: In the event of a conflict, the order of priority is: (a) Seller's Purchase Order and the provisions included by Seller on the face thereof; (b) documents attached to and incorporated in this Order, and (c) these Terms and Conditions.

9) ENVIRONMENTAL, SAFETY CONDITIONS: Buyer has carefully reviewed all documents incorporated in this Order, has inspected the Materials and the site where located, and understands their nature, scope, and applicable conditions, including, environmental and safety. Buyer acknowledges Seller's warning that any or all Materials received hereunder, may be or become hazardous during use, handling, cleaning, reconditioning, recycling, disposal or shipment, and may contain hazardous chemicals or properties, including toxicity, flammability, or explosiveness. This warning and any other in the Order shall not be altered without Seller's express written consent. Buyer shall exercise utmost care and skill at all times and assumes full liability for its acts and omissions.

10) SET-OFF: Seller shall have the right to set off any amount owing from Buyer to Seller or its affiliates against any amount payable pursuant to this Order.

11) AUDIT: Seller shall have the right to inspect all delivery arrangements made by Buyer, and to reject any which are unsatisfactory to Seller. Buyer shall provide safe access as necessary for such purposes, and upon request, permit Seller to inspect and audit Buyer's books and records to verify performance hereunder. No such inspection or audit shall relieve Buyer of its obligation under this Order.

12) DISCLAIMER: Buyer acknowledges and agrees that the Materials are provided by Seller "as is where is" with all faults. Seller disclaims all warranties, whether statutory, express or implied, including warranties of merchantability or fitness for a particular purpose, and any warranties arising from course of dealing or usage of trade. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OF PROFITS OR BUSINESS INTERRUPTION OF BUSINESS OR FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13) LIENS: Buyer hereby waives and shall not make or file, or permit to be made or filed, any mechanic's or other lien or claim for labor, goods or materials furnished pursuant to this Order. Buyer at its sole expense shall promptly obtain and record a full release and discharge of any lien, failing which Seller may do so at Buyer's expense.

14) CONFIDENTIALITY: Without Seller's prior written consent, Buyer shall neither disclose to any person outside its employ nor use for purposes other than performance of this Order any information pertaining to the existence or terms of this Order, including but not limited to specifications and descriptions in this Order. Upon termination of this Order, Buyer, at Seller's request, shall return to Seller or certify the destruction of all written documentation provided to or generated by Buyer in performance of this Order.

15) TERMINATION FOR CONVENIENCE: Seller shall have the right to suspend or terminate the contract formed by the acceptance of this Order for convenience at any time by written notice to Buyer. Seller shall determine an appropriate adjustment to deliveries and the price for Materials affected by the notice of suspension or termination.

16) CHANGE ORDERS: No change, additional time or additional compensation shall be allowed unless authorized in writing by Seller by a Change Order. Change Orders shall be performed under applicable provisions of this Order and promptly acted upon by Buyer. *Insurance levels may be adjusted based on the services/supplies provided.*

17) INSURANCE: Before Buyer commences any performance on Seller's premises or where the Materials are located, and during the term of this Order, Buyer shall maintain the following minimum insurance coverages (or such other specific insurance and/or limits determined by Seller to be appropriate), and shall furnish Seller upon request with certificates reflecting such insurance: Commercial General Liability ("CGL"), including products and completed operations - \$1,000,000 per occurrence and \$2,000,000 aggregate; Automobile Liability, for all owned, hired, and non-owned vehicles - \$500,000 per person, \$1,000,000 per accident, and \$500,000 for property damage; and Workers' Compensation, as required by law, and Employer's Liability - \$1,000,000. Buyer shall name Seller and its affiliates as additional insureds on the CGL and Automobile policies. All policies shall contain a waiver of subrogation in favor of Seller. The coverages required under this Order shall be primary and non-contributory. Coverage must be placed with insurance carriers having a minimum AM Best rating of A. All insurance coverages shall be effective in the state(s) in which Buyer performs hereunder and shall provide for no reduction, cancellation or alteration to be effective until thirty (30) days after written notice thereof is actually given to Seller.

18) INDEMNITY: To the fullest extent permitted by law, Buyer shall indemnify, defend and hold harmless Seller, its affiliates and their employees, officers, directors, and agents, from and against any and all claims, demands, causes of action, damages, liabilities, judgments, losses, fines, awards, penalties, costs and expenses (including attorneys' fees and costs of defense) arising or resulting from Buyer's performance under this Order and attributable to: (a) the negligent or willful act or omission of Buyer, Buyer's subcontractors, suppliers, employees or invitees, or anyone for whose acts Buyer may be liable; (b) Buyer's failure to comply with any provision of this Order; or (c) Buyer's failure to comply with Export Controls or other Applicable Laws, E&S Rules or Permits (defined below). Buyer shall be obligated to indemnify and defend the indemnitees against their concurrent negligence to the fullest extent permitted by law, but not their sole negligence or willful misconduct, if any. Buyer's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by Buyer under any applicable state workers' compensation statute, disability statute, or any other employee benefit law, rule or regulation.

19) TERMINATION FOR CAUSE: Seller may cancel this Order in whole or in part at any time by written notice in the event Buyer, without Seller's prior written consent: (a) fails to comply with any provision of this Order; (b) becomes insolvent or makes an assignment for the benefit of creditors, or a receiver or similar officer is appointed to take charge of Buyer's assets and such condition(s) is not cured within 30 days; or (c) fails to provide satisfactory assurances of performance within 2 days of Seller's written demand. Seller shall have no liability to Buyer beyond delivery of Materials for which conforming payment and performance was completed and accepted by Seller prior to the notice of

cancellation. In the event a termination for cause is ruled invalid, Buyer agrees said termination shall convert to termination for convenience.

20) INTELLECTUAL PROPERTY: Buyer's indemnity obligations hereunder shall include any claim against Seller that any performance by Buyer under this Order infringes any patent copyright, or other intellectual property interest. If Buyer's performance is held to be an infringement of its enjoined (or, if Seller reasonably believes such is likely to occur) Buyer shall, at its sole expense as seller request, replace or modify Buyer's performance to be noninfringing, but functionally equivalent.

21) APPLICABLE LAWS, E&S RULES, PERMITS: In performing hereunder, Buyer will comply with all applicable governmental laws, ordinances, codes, rules, regulations, standards, orders and other requirements ("Applicable Laws") and with all environmental, safety and security requirements and policies of Seller ("E&S Rules"). Buyer will also obtain and comply with all required permits, licenses and authorizations ("Permits"). Buyer shall confine its activities to designated areas where the Materials are located to not interfere with Seller's other activities, and upon completion shall remove all Buyer equipment, material, and debris.

22) ENTIRE AGREEMENT: This Order in accordance with its Terms and Conditions contains and reflects the entire agreement between Seller and Buyer, including all exhibits, specifications, drawings, schedules, riders, supplements, amendments, addenda, standards and other conditions referenced in and/or attached to this Order and supersedes all prior agreements and understandings, whether oral or written, between them with respect to the subject matter hereof. No additions to or changes in this Order shall be made unless first authorized in writing by Seller. Any terms, conditions and/or counteroffers issued by the Buyer, either prior to or after the issuance of this Order, whether or not they are contrary to the terms and conditions in this Order or are written or verbal, are hereby rejected and are null and void, with no legal effect. Acceptance of this Order is strictly based on the terms and conditions contained herein. Purchase of the Materials is acceptance of all the terms and conditions contained in this Order. Neither party shall have the right to pursue any claim or action regarding express or implied representations that were made prior to the effective date of this Order or which are not part of this Order.

23) DISPUTES, JOINT DEFENSE: Buyer agrees any dispute or claim arising out of this Order shall be settled at Seller's request in its sole discretion by binding arbitration under the American Arbitration Association or similar rules. The forum for any dispute, whether arbitration or litigation, shall be Allegheny County, Pennsylvania; however, Seller shall have the right to join Buyer in any third-party action arising out of this Order, wherever the forum. Should Buyer and Seller both be named as defendants in any third-party claim or action arising out of this Order, then at Seller's request in its sole discretion, Seller and Buyer will cooperate and enter into an agreement for the joint defense of their common interests to the extent permitted by law.

24) ASSIGNMENT: Any assignment or subcontracting of rights or obligations by Buyer under this Order in whole or in part without the prior written consent of Seller is void. Seller reserves the right to assign this Order in whole or in part to any affiliate. The contract formed by the acceptance of this Order shall inure to and be binding upon the parties hereto and their successors and permitted assigns.

25) CODE OF CONDUCT: In receiving the goods, Seller shall comply with Buyer's Code of Business Conduct and Ethics ("Code of Conduct") as applicable and updated from time to time, which is available for download from the Investors section of Buyer's website, unless Seller has its own code or similar document ("Code"). If Seller has a Code, Seller represents and warrants that: (a) its Code complies with US Federal Sentencing Guidelines and all other applicable incentives and standards issued by a governmental body dealing with an effective ethics and compliance program, and any amendments thereto, (b) its Code complies with all applicable laws, (c) Buyer shall promptly provide Seller a copy of its Code, including any amendments thereto, upon Seller's request, (d) Buyer shall promptly provide any information reasonably requested by Seller regarding the enforcement and effectiveness of Buyer's Code, and (e) during the term of this Agreement, Buyer's Code shall be in compliance with this paragraph and if any time such is not the case, Buyer shall comply with Seller's Code of Conduct until Buyer's Code meets the requirements of this paragraph.

26) NON-RECOURSE: Buyer hereby agrees that it shall have no recourse against any affiliate of the Seller including, but not limited to, any general partner of the Seller, for any claims or other liabilities under this Purchase Order.

27) GENERAL: The laws of the Commonwealth of Pennsylvania, without reference to conflicts-of-laws principles, shall govern this Order. The rights and remedies provided herein are in addition to those available to Seller at law or in equity. In no event shall a failure by Seller to enforce any right or remedy herein or otherwise available be deemed a waiver of such right or remedy. The partial or complete invalidation of any provision herein by a court having jurisdiction shall not affect the validity of any other provision to the maximum extent permitted by law.

In Witness Whereof, the parties have caused this Order to be duly authorized and executed and acknowledge agreement upon the foregoing terms and conditions.

SELLER

BUYER

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____