



AGREEMENT

This Agreement is made by and between **CAMDEN IRON & METAL, INC.**, located at 1500 South Sixth Street, Camden, New Jersey 08104 and its subsidiaries and affiliates ("Receiver"), and _____, located _____, ("Supplier") Fax Number: _____, and Email: _____.

The Supplier desires to sell, and the Receiver desires to acquire, certain recyclable material as more particularly described below, on the terms and conditions set forth below.

The parties agree as follows:

- 1. Delivery by Supplier.** Supplier will deliver to Receiver appliances, motor vehicles and other recyclable materials which Receiver shall have a right, but not an obligation, to purchase. If purchased, Receiver shall pay to Supplier Receiver's announced rate at the time of such purchase. Receiver shall have the right to refuse any item which does not conform to the terms of this Agreement or other standards as may, from time to time, be established by Receiver in its sole discretion, including but not limited to the Receivers List of Prohibited Scrap Materials. The Supplier warrants and represents that he is familiar with the Receivers List of Prohibited Scrap Materials.
- 2. Term.** The term of this agreement shall be for a period of one (1) year, beginning on the date of this Agreement, and shall automatically renew from year to year unless terminated by the Supplier in writing. Receiver shall have the right, at any time, to cancel this Agreement without prior notice to Supplier.
- 3. Regulatory References.** The federal Clean Air Act, 42 U.S.C. § 7401 et seq. (including section 608) and its implementing regulations at 40 CFR Part 82 (including section 82.156(g)-(h)), requires the removal and disposal of refrigerants and non-exempt refrigerant substitutes from motor vehicles and appliances prior to recycling. Supplier certifies that any Materials containing refrigerants or non-exempt refrigerant substitutes as that terms are defined at 40 CFR 82.32(f) and 40 CFR 82.152 shall be removed by Supplier and disposed of by Supplier in accordance with all applicable laws prior to delivery to Receiver. The federal Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq. and its implementing regulations at 40 CFR Part 761, governs the removal and disposal of polychlorinated biphenyls ("PCBs"). Supplier certifies that all PCB capacitors, PCB small capacitors or any other PCB containing equipment shall be removed from all Materials by Supplier and disposed of by Supplier in accordance with all applicable laws prior to delivery to Receiver. New Jersey's Recycling Rules at N.J.A.C. 7:26A and the Mercury Switch Removal Act of 2004 (and proposed amendments at N.J.A.C. 7:26A-1.3, 2, and 2.1 and proposed new rule 7:26A-9.1) (or other state law equivalent thereof) governs the removal of mercury switches from vehicles. Supplier certifies that all mercury switches shall be removed from vehicles by Supplier and disposed of by Supplier in accordance with all existing and proposed laws and regulations prior to delivery to Receiver, regardless of whether Supplier delivers the vehicle to Receiver prior to the crushing, flattening, shredding or baling of the vehicle. Other federal, state and local laws, regulations and ordinances also affect the chemical and physical requirements for Materials delivered to the Receiver by the Supplier. Supplier certifies that it will not deliver to Receiver Materials that do not conform to such physical or chemical requirements and shall remove any substances necessary to achieve such conformance. Supplier represents and warrants that all Materials delivered to Receiver shall conform to the foregoing requirements.
- 4. Inspection.** Supplier certifies that it shall inspect all Materials prior to delivering Materials to Receiver, as required by law or otherwise, to ensure that Materials do not contain Prohibited Scrap and conform with the requirements set forth in paragraph 3.
- 5. Certification.** Supplier hereby certifies that the Supplier shall be responsible for recovering refrigerants in accordance with all applicable regulations prior to delivery of any motor vehicle containing air conditioners, home appliance refrigeration systems or other appliances containing refrigerants to Receiver, and that Supplier will recover refrigerants in accordance with such regulations prior to delivery of any items to Receiver. Supplier further certifies that the Supplier will remove PCB capacitors, mercury switches, fluids and any other materials listed on the Receiver's List of Prohibited Scrap prior to delivery of any items to Receiver.
- 6. Indemnification.** Supplier shall indemnify, defend and hold harmless, Receiver, and its affiliates and subsidiaries from any and all losses, costs, damages, costs, damages, claims, regulatory enforcement actions, liabilities and expenses, including without limitation, reasonable attorneys' fees, arising directly or indirectly out of any breach by Supplier of this Agreement. Supplier and Receiver acknowledge that in no instance shall Receiver retain any liability related to Supplier's failure to comply with the terms and conditions set forth in paragraph 3 of this Agreement. Supplier represents and warrants that it has provided Receiver with its true and correct name and address in this Agreement, and that this Agreement shall also be binding on any and all entities or persons related to or affiliated with Supplier.
- 7. Notices.** All notices, or other communications, with respect to this Agreement shall be in writing and shall be personally delivered, mailed or faxed to:

Camden Iron & Metal, Inc.
1500 South Sixth Street, Camden, New Jersey 08104
Attention: EHS Manager
856-969-7035 (phone) 856-969-7077 (fax)

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the day and the year first above written.

RECEIVER:
CAMDEN IRON & METAL, INC.

SUPPLIER:

By: _____

By: _____

Date: _____

Date: _____