



GERDAU AMERISTEEL
TERMS AND CONDITIONS OF PURCHASE

Receiver: GERDAU AMERISTEEL CORPORATION and/or its subsidiaries ("Gerda Ameristeel")

Supplier: _____ Contact: _____

Supplier's Phone No.: _____ Supplier's Fax No.: _____

1. This contract constitutes the entire agreement between the parties. Receipt of this confirmation by Supplier shall be deemed an acceptance by Supplier of the terms and conditions of this contract regardless of whether or not the Supplier has acknowledged this confirmation. Any conditional or inconsistent terms or conditions shall not be binding on Gerda Ameristeel unless agreed to in writing by Gerda Ameristeel.
2. This contract is for the purchase of recyclable material that is fit for processing to recover metallic scrap ("Material"). Supplier acknowledges receipt of, and agrees to comply with, Gerda Ameristeel's Scrap Specifications and acknowledges that Gerda Ameristeel may change such specifications from time to time (as amended from time to time, the "Specifications"). Supplier also agrees and acknowledges that certain Gerda Ameristeel locations may change their individual specifications and that the individual location specifications may differ from the Specifications. Supplier agrees that is Supplier's responsibility to confirm the currently applicable specifications at each Gerda Ameristeel location by contacting a Gerda Ameristeel representative and that Gerda Ameristeel disclaims all liability for Supplier's failure to do so. Gerda Ameristeel will not accept any Material that does not conform to the Specifications.
3. By supplying Material, the Supplier on its own behalf and on behalf of its subcontractors represents that it and they have complied with all laws, regulations and orders related to the production and sale of the Material.
4. Supplier represents and warrants that the Material furnished by Supplier conforms to the Specifications and that it does not contain any "Hazardous Materials" as is defined by the U.S. Department of Transportation (40 C.F.R. 172) and the Environmental Protection Agency (40 C.F.R. 261) or as may be defined under any other federal, state or local law (or Canadian, provincial, or local law where applicable). Supplier agrees to indemnify, defend and hold harmless Gerda Ameristeel from and against any and all losses, liability, claims, demands and causes of action arising out of or related to Supplier's breach of this provision.
5. The Material furnished by Supplier shall be loose, clean and dry and free of soil, concrete, dirt, wood, garbage, plastic bags, ice and snow.
6. The Material furnished by Supplier is subject to Gerda Ameristeel's weighing, inspection and analysis which shall be deemed to be conclusive. Title to the Material shall not pass to Gerda Ameristeel until it is approved and accepted by Gerda Ameristeel. Gerda Ameristeel may reject any non-conforming Material in its sole discretion and payment by Gerda Ameristeel prior to inspection shall not constitute acceptance. Supplier shall lawfully remove all rejected Material upon request at its sole cost and expense. Gerda Ameristeel shall not be liable for any loss, damage, cost or expense incurred by Supplier due to Gerda Ameristeel's rejection of the Material.
7. Gerda Ameristeel may cancel any order if the Material does not conform to the Specifications or if the description shown on the shipping documents or the Material is not shipped within the time specified.



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8. Unless otherwise specified, all shipments must be scheduled with the appropriate Gerda Ameristeel facility. Unless otherwise specified, all shipments are F.O.B. the specified Gerda Ameristeel facility. All railcar shipments received without notice from shipper will be subject to a \$200 (USD) fee per car.
9. Unless otherwise stated, the price stated is inclusive all sales and use tax and of all charges for packing, crating, hauling, storage and transportation of the Material.
10. Neither this contract, nor any interest hereunder, nor any obligations imposed on Supplier hereunder shall be assignable by Supplier without the prior written consent of Gerda Ameristeel.
11. All U.S. orders shall be governed by the laws of the State of Florida and all Canadian orders shall be governed by the laws of the province of Ontario, without giving effect to such jurisdiction's conflict of laws principles.
12. Except as required by applicable law, rule, regulation or legal process, neither party shall disclose any of the terms of this contract or any confidential information concerning the other party to any third party except that Gerda Ameristeel may advise government authorities, legal counsel and consultants of any Material that contains any regulated or prohibited substance or contaminant.
13. Neither party shall be deemed to have waived any right under this contract unless such waiver is in writing.
14. Gerda Ameristeel reserves the right to suspend the delivery of Material from Supplier for any reason and for any period of time, and to discontinue a vendor and purchaser relationship with Supplier for any reason without notice.
15. The supplier shall indemnify, defend, and hold harmless Gerda Ameristeel from and against all losses, charges, expenses, costs, claims, demands and liabilities, including but not limited to reasonable professional fees, arising out of or related to Supplier's negligent acts or omissions, willful misconduct or its failure to comply with these terms and conditions.

Agreed to and Acknowledged by:

Company: _____

By: _____

Name: _____

Title: _____

Date: _____