



**GERDAU AMERISTEEL**  
**TERMS AND CONDITIONS OF PURCHASE**

Receiver: GERDAU AMERISTEEL CORPORATION and/or its subsidiaries ("Gerdau 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 Gerdau Ameristeel unless agreed to in writing by Gerdau 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, Gerdau Ameristeel's Scrap Specifications and acknowledges that Gerdau Ameristeel may change such specifications from time to time (as amended from time to time, the "Specifications"). Supplier also agrees to comply with any additional site specific specifications that Gerdau Ameristeel may impose. Gerdau 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 Gerdau 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 Gerdau Ameristeel's weighing, inspection and analysis which shall be deemed to be conclusive. Title to the Material shall not pass to Gerdau Ameristeel until it is approved and accepted by Gerdau Ameristeel. Gerdau Ameristeel may reject any non-conforming Material in its sole discretion and payment by Gerdau Ameristeel prior to inspection shall not constitute acceptance. Supplier shall lawfully remove all rejected Material upon request at its sole cost and expense. Gerdau Ameristeel shall not be liable for any loss, damage, cost or expense incurred by Supplier due to Gerdau Ameristeel's rejection of the Material.
7. Gerdau 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.



**TERMS AND CONDITIONS OF PURCHASE-cont'd**

8. Unless otherwise specified, all shipments must be scheduled with the appropriate Gerdau Ameristeel facility. Unless otherwise specified, all shipments are F.O.B. the specified Gerdau 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 Gerdau 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 Gerdau Amersiteel 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. Gerdau 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 Gerdau 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: \_\_\_\_\_