

# **Terms of Purchase**

## **TERMS OF PURCHASE**

### **MATERIALS ACCEPTANCE POLICY**

#### **(MATERIALS PROHIBITED FOR ACCEPTANCE):**

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THE FOLLOWING ITEMS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES:

CEMENT, GLASS, HAZARDOUS MATERIAL, LIQUIDS OF ANY NATURE, MONITORS, TELEVISIONS, PLASTIC, RAILROAD MATERIAL, SEALED DRUMS OR CONTAINERS WITHOUT AN INSPECTION PORT, TIRES, TRASH, WOOD, NICKEL-CADMIUM BATTERIES, LITHIUM BATTERIES, ALKALINE BATTERIES, EXPLOSIVES, FLUORESCENT LIGHT BALLASTS CONTAINING PCB'S, ANY MATERIALS CONTAINING PCB'S, ASBESTOS, AND RADIOACTIVE MATERIALS.

ITEMS CONTAINING ANY OF THE ABOVE WILL SUBJECT YOUR LOAD TO REJECTION.

#### **SELLERS WARRANT:**

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SELLER WARRANTS AND REPRESENTS TO THE PURCHASER THE MATERIAL TRANSFERRED, BY THE SELLER TO THE PURCHASER PURSUANT TO THIS AGREEMENT, IS NOT AND DOES NOT CONTAIN A "HAZARDOUS SUBSTANCE" AS SAID TERM IS DEFINED IN THE CURRENT APPLICABLE FEDERAL OR STATE ENVIRONMENTAL LAWS, RULE, OR REGULATIONS. IN THE EVENT PURCHASER INCURS ANY LIABILITY OR OTHER OBLIGATION DUE TO A BREACH OF SAID WARRANTY AND REPRESENTATION, SELLER AGREES TO INDEMNIFY AND HOLD PURCHASER HARMLESS FROM ALL SUCH LIABILITIES AND OBLIGATIONS. NOTWITHSTANDING THE FOREGOING, NOTHING SET FORTH HEREIN SHALL CONSTITUTE A WAIVER BY SELLER OF ANY RIGHTS UNDER THE LAW PURSUANT TO ANY WRITTEN OR ORAL AGREEMENTS THAT IT MAY HAVE AGAINST ANY ENTITY. THE SELLER ALSO WARRANTS TO THE PURCHASER THAT THEY ARE THE LAWFUL OWNER OF ANY MATERIALS (INCLUDING MOTOR VEHICLES) PRESENTED TO BE RECYCLED AND HEREBY RELEASE OWNERSHIP TO KOSCOVE METAL.