



Standard Terms and Conditions of Sales

1. **TERMS & CONDITIONS OF SALE.** The goods that are the subject of a sale by Global Recycling Metals (UK) Limited ("GRML") to Buyer are referred to as the "Products," the services sold by GRML to Buyer are referred to as the "Services," and items of tangible property on which GRML performs Services or that result from Services are referred to as the "Service Items." All sales of Products or Services by GRML are governed by and subject to (a) GRML's quotation, order acknowledgement, or a separate written agreement signed by an authorized representative of GRML, as applicable, and (b) these terms and conditions, whether or not they are specifically referenced in or incorporated by GRML's quotation, order acknowledgement, or the separate written and signed agreement. Any irreconcilable conflict between these terms and conditions and any terms in GRML's quotation, order acknowledgement, or the separate written and signed agreement shall be resolved in favor of the quotation, order acknowledgement, or the separate written and signed agreement. GRML's acceptance of Buyer's purchase order or commencement of performance shall not constitute acceptance of any of Buyer's terms and conditions. **TERMS ADDITIONAL TO OR DIFFERENT FROM THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO TERMS CONTAINED IN BUYER'S PURCHASE ORDER OR BUYER'S STANDARD TERMS AND CONDITIONS OF PURCHASE, ARE DEEMED MATERIAL AND HEREBY REJECTED UNLESS OTHERWISE ACCEPTED BY GRML IN WRITING.**
2. **BUYER'S ASSENT TO THESE TERMS AND CONDITIONS.** Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's (1) receipt of GRML's order acknowledgment without written objection sent to GRML within ten (10) days after receipt of the order acknowledgement, (2) instructing GRML to begin work or ship any of the Products or Service Items after receipt of GRML's order acknowledgement, (3) acceptance of or payment for all or any part of the Products or Services, or (4) taking any other action evidencing Buyer's acceptance of the benefits of the agreement between the parties. GRML may commence performance in reliance upon Buyer's acceptance of these terms and conditions, and GRML will not be obligated to fulfill an order or request for the Products or Services unless GRML affirmatively acknowledges the order. **BUYER AND GRML AGREE THAT THESE TERMS AND CONDITIONS ARE ACCEPTED IN GOOD FAITH BY BOTH PARTIES AS THE CONTROLLING AND FINAL TERMS AND CONDITIONS.**
3. **ENTIRE AGREEMENT.** Except as otherwise agreed to by GRML in writing, the terms and conditions set forth herein, together with GRML's quotation, order acknowledgement, or a separate written and signed agreement, as applicable, shall constitute the complete and final agreement between GRML and Buyer (hereinafter, this "Agreement"), superseding completely any prior oral or written communications.
4. **MODIFICATION.** No modification of this Agreement or waiver of any of its terms will be binding on GRML unless clearly expressed in writing and signed by an authorized representative of GRML. This paragraph excludes, among other things, purported modifications and waivers by oral agreement, course of performance, and usage of trade.

18 Darnall Road, Sheffield S9 5AA

Phone: + 44 114 251 8811.

Fax: + 44 843 524079.

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GRML and Buyer expressly agree that GRML may modify these terms and conditions from time to time, and such modifications shall be binding upon Buyer.

5. **DELIVERY.** Delivery dates are approximate. The failure to meet an indicated delivery date will not constitute a breach of this Agreement. In no event shall GRML be liable for any claims for labor or for any special, indirect, incidental, or consequential damages including, but not limited to, demurrage charges, cost of shipment, downtime, lost profits (whether direct or indirect), lost sales, or any other damages resulting from delay in delivery. If GRML's production or delivery is delayed, GRML may allocate production and delivery among its customers in a manner it deems reasonable. GRML reserves the right to change or re-designate any product source listed in this Agreement. ACCEPTANCE OF THE PRODUCTS OR SERVICE ITEMS BY BUYER UPON DELIVERY SHALL CONSTITUTE A WAIVER BY BUYER OF ANY CLAIM FOR DAMAGES ON ACCOUNT OF DELAY IN DELIVERY OR PERFORMANCE.
6. **SHIPMENT AND RISK OF LOSS.** All deliveries are Ex Works (Incoterms 2010) GRML's facility and or GRML's nominated facility freight prepaid or freight collect to destination. Unless otherwise agreed in writing, GRML may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges. If Buyer desires to pick up the Products or Service Items at GRML's facility or any nominated facility, the Buyer must contact GRML to arrange a mutually convenient time for pick up. Buyer shall indemnify and hold harmless GRML from and against any claims, damages or liabilities suffered by GRML resulting from any acts or omissions of carrier. Title to the Products and risk of loss to the Products and Service Items shall pass to the Buyer at the point of shipment from GRML's facility, whether freight prepaid or freight collect to destination, regardless of which party selects the carrier and arranges the freight charges or particulars of shipment. Risk of loss for damage or delay in transit shall be borne by Buyer. Buyer shall file and pursue any claims directly with the carrier related to loss, damage or delay in transit, and Buyer shall not assert such claims against GRML or deduct from amounts owing to GRML.
7. **RELEASE OF GOODS FOR SHIPMENT.** Buyer must release the Products or Service Items for shipment immediately but within twenty (20) days after GRML notifies Buyer that those items are ready for shipment. After such 20-day period free period, Buyer will pay a holding charge determined in good faith by GRML and/or GRML may ship the Products or Service Items to Buyer without further notification. Buyer agrees to accept delivery of all shipped Products or Service Items and to pay the applicable price as per the method of Payment agreed between GRML and the Buyer as per the Terms and Conditions of Sale. GRML has the right to sell or scrap any Products without notice to Buyer if Buyer has not released the Products for shipment within forty-five (45) days after GRML notifies Buyer that the Products are ready for shipment, and Buyer shall be responsible for any difference between the agreed purchase price and the sale price or the scrap allowance. With respect to any order of a single item of a truckload or less, Buyer must release the entire order for shipment at one time or pay the additional LTL charges required by GRML.
8. **DELAYS AND CANCELLATIONS BY BUYER.** "Delay/Cancellation Costs" include all labor, materials, overhead, general and administrative costs, restocking charges, surcharges levied on material by outside suppliers, sub-vendor cancellation charges, excess inventory charges, value of storage space, inventory tax charges, banking and finance charges, scrapping and disposal fees, and other harm, costs and charges

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- incurred directly or indirectly by GRML in connection with a delay or cancellation of an order for the Products or Services. The "Firm Order Period" is determined according to, as applicable, the quotation, order acknowledgement or separate written and signed agreement. If there is no quotation, order acknowledgement or separate written and signed agreement, or if none of those items specifies the Firm Order Period, the Firm Order Period will be determined according to GRML's then current cancellation and order book management policy. If a Firm Order Period cannot be determined in any of the preceding methods, the entire order will be considered to be within the Firm Order Period. Buyer is not entitled, without GRML's prior written consent, which may be withheld or conditioned in GRML's sole discretion, to cancel or delay a delivery of the Products or Services for all or any part of an order within the Firm Order Period. GRML may treat as a cancellation any proposed delay greater than 60 days. If GRML consents to the cancellation or delay, Buyer shall pay a cancellation or delay charge in an amount determined in GRML's sole discretion to reflect all applicable Delay/Cancellation Costs, including, at a minimum, a storage charge, inventory carrying costs, financing costs associated with the finished Products or Service Items, work in process and raw materials, and costs of inactive labor, from the original request date until the time of delivery or performance. In the case of cancellation, the charge may also include, at GRML's sole discretion, a reasonable and equitable profit for GRML. If GRML's work on an order requires material from Buyer or a third party, and GRML does not timely receive material that strictly conforms to GRML's requirements, including chemical composition, physical properties and dimensions, GRML may delay performance of or cancel the order without liability, and Buyer shall compensate GRML for all Delay/Cancellation Costs, including for costs incurred and time expended working on non-conforming material.
9. SPECIFICATIONS. The material specifications, quality requirements, or any other aspect of the Products and the Service Items or their manufacture (the "Product Specifications") is controlled by GRML's quotation, order acknowledgement, or separate written and signed agreement. If any of the Product Specifications in GRML's quotation, order acknowledgement, or separate written and signed agreement differ materially from the Product Specifications requested by Buyer, GRML may, in its sole discretion, require that Buyer provide a written acknowledgment and acceptance of the Product Specifications in GRML's quotation, order acknowledgement, or separate written and signed agreement prior to the manufacture or delivery of the Products or Service Items. Buyer is not entitled, without GRML's prior written consent, which may be granted or withheld in GRML's sole discretion, to make any changes to Product Specifications in GRML's quotation, order acknowledgement, or separate written and signed agreement. If GRML consents to the change, GRML may condition its consent on Buyer's agreement to price adjustments and other compensating payments satisfactory to GRML. In addition to all other remedies available to it under applicable law, GRML may refuse to comply with any change to which GRML has not given its prior written consent.
10. GOVERNMENT CONTRACTS. If Buyer is purchasing the Products or Services for a government contract or sub-contract, Buyer shall promptly notify GRML of that fact and of any contractual terms from the government procurement laws and regulations that Buyer is obligated to include in its contracts for such Products or Services. No government procurement provisions will be included in this Agreement unless agreed to in a writing signed by an authorized representative of GRML.

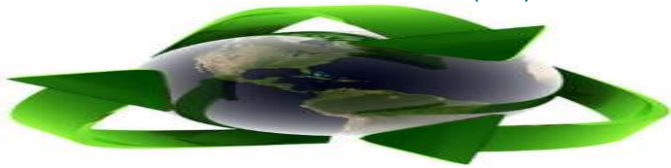
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11. **PURCHASE PRICE.** The purchase price of the Products or Services shall be as stated in GRML's quotation, order acknowledgement, or separate written agreement signed by an authorized representative of GRML, as applicable. Unless agreed by GRML in writing, the purchase price does not include shipment costs. If the Products or Service Items are shipped freight prepaid, the charge for freight shall be added to the invoice. Prices are based on and assume Buyer's compliance with all of the terms and conditions of this Agreement, including a promise by Buyer to purchase a particular mix of goods, a certain quantity of goods, or a certain percentage of Buyer's requirements for the goods. GRML may adjust prices, in its sole discretion, if the circumstances do not coincide with the forgoing assumptions. In addition, GRML may at any time adjust prices based on changes to energy costs, raw material costs, labor costs and exchange rates.
12. **PAYMENT TERMS.** Usually an Irrevocable, Confirmed, Documentary Letter of Credit At Sight issued in favor of GRML or its nominee or any other Payment terms mutually Agreed between GRML and the Buyer from time to time.
13. **SHIPPING WEIGHT.** All weights offered, shown or calculated with respect to the Products or Service Items, other than actual shipping weights, are approximate estimated weights only. If sale terms are on a weight basis, GRML's actual shipping weights are to govern the performance of this Agreement. If such an approximate weight is offered, shown or calculated, Buyer shall nevertheless accept GRML's shipping weights as the basis of full and complete delivery, and make payment therefor. Permissible over/under shipment is based on order quantity is +/-10% or as AGREED.
1. **SURCHARGES; PRICE ADJUSTMENTS.** For purchases made pursuant to a separate written agreement signed by an authorized representative of GRML, if GRML announces a surcharge, such surcharge shall become effective for the Products or Service Items scheduled for shipment beginning on the date set forth in GRML's announcement of such surcharge or, if there is no such date, immediately upon such announcement. For all other purchases, including, but not limited to, spot purchases: (i) if GRML announces a general price increase, such price increase shall become effective for the Products or Service Items scheduled for shipment beginning on the date set forth in GRML's announcement of such price increase or, if there is no such date, immediately upon such announcement; and (ii) if GRML announces a surcharge, such surcharge shall become effective for the Products or Service Items scheduled for shipment beginning on the date set forth in GRML's announcement of such surcharge or, if there is no such date, immediately upon such announcement.
2. **TAXES.** Prices do not include any taxes or other assessments. All taxes, duties, fees, assessments or other charges of whatsoever nature are for the Account of Buyers unless otherwise stated.
3. **FAILURE OF PAYMENT.** If Buyer fails to make payment in full or in part when due or refuses to pay any applicable price increases or surcharges, GRML shall have the right to: (i) immediately suspend performance and cancel the unfinished portion of any outstanding orders, (ii) declare all unpaid amounts for the Products or Service Items delivered immediately due and payable, and (iii) withhold further deliveries. If GRML elects to proceed with an order after the suspension of performance, GRML shall have an extension of time for performance as is necessitated by the suspension. GRML shall have the right to enforce payment of the full purchase price, including any price increase or surcharge, for Products or Service Items already delivered or in process. Buyer shall

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reimburse GRML for all costs of collection, including reasonable attorney's fees, incurred as a result of Buyer's failure to make payments when due.

4. **BUYER'S FINANCIAL CONDITION.** All new customers must supply a current financial statement, five trade references. GRML shall have the right, by written notice, to suspend performance, terminate this Agreement, cancel any order, modify any payment terms, or require full or partial payment or adequate assurance of performance from Buyer, without liability to GRML, in the event of a material adverse change in the Buyer's financial condition or if reasonable grounds for insecurity arise with respect to Buyer's performance of this Agreement, evidence of which might include, among other things, (i) a default under any of Buyer's financing agreements, (ii) Buyer's inability to obtain financing, (iii) a reduction in Buyer's credit rating by a recognized rating agency, (iv) Buyer's insolvency, (v) the filing of a bankruptcy by or against Buyer (whether voluntary or involuntary), (vi) the appointment of a receiver or trustee for Buyer, (vii) the execution by Buyer of an assignment for the benefit of creditors, (viii) the failure by Buyer to make a payment to GRML when due, or (ix) any other event which raises reasonable doubts as to Buyer's creditworthiness. The modifications GRML may make to payment terms include shortening the payment period, requiring advance payment, or requiring payment of cash on delivery. GRML shall notify Buyer in writing of any modifications to payment terms, which may be made retroactive to include amounts then accrued but unpaid. GRML reserves the right to cancel Buyer's credit at any time for any reason, without notice. The foregoing remedies are in addition to GRML's other rights and remedies under this Agreement and under applicable law, including Section 2-609 of the Uniform Commercial Code.
5. **SETOFF.** GRML shall have the right to credit toward the payment of any monies that may become due Buyer hereunder any amounts which may now or hereafter be owed to GRML or any of its subsidiaries or affiliates. Buyer shall pay GRML's invoices without discount, setoff or reduction for any reason, including asserted warranty claims or other claims of non-performance by GRML.
6. **ACCORD AND SATISFACTION.** Checks or payments, whether full or partial, received from or for the account of Buyer, regardless of writings, legends or notations upon such checks or payments, or regardless of other writings, statements or documents, shall be applied by GRML against the amount owing by Buyer with full reservation of all GRML's rights and without an accord and satisfaction of Buyer's liability.
7. **LIMITED WARRANTY.** EXCEPT AS EXPRESSLY SET FORTH IN GRML'S QUOTATION, ORDER ACKNOWLEDGEMENT OR SEPARATE WRITTEN AND SIGNED AGREEMENT, GRML MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ALL SALES ARE MADE ON NO CLAIM BASIS, BUYERS ARE WELCOME TO VISIT THE SITE FOR INSPECTION, APPOINT 3RD PARTY INSPECTORS AND OR SUYVEYORS AT THEIR RISK AND COST BEFORE THE MATERIAL ORDERED LEAVES THE YARD FROM WHERE THE SAME IS BEING LOADED. GRML ASSUMES NO RESPONSIBILITY ONCE THE LOADING IS COMPLETE AND THE MATERIAL HAS BEING HANDED OVER TO THE SHIPPING COMPANY FOR SHIPMENT.
8. The employees and representatives of GRML are not authorized to make any statement or representation as to the Products or Service Items inconsistent with this Agreement and no such statements made will be binding upon GRML or be grounds for any claim.

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9. NON-CONFORMING GOODS. No claim for damages for non-conforming Products or Service Items will be allowed.
10. SHORTAGE OF GOODS OR DAMAGED GOODS. GRML SHALL INCUR NO LIABILITY FOR SHORTAGE OR DAMAGE ALLEGED TO HAVE OCCURRED OR EXISTED AT OR PRIOR TO DELIVERY TO THE CARRIER.
11. BUYER SHALL HAVE THE RIGHT TO INSPECT THE MATERIALS ORDERED PRIOR TO DELIVERY / SHIPMENT, APPOINT A 3RD PARTY INSPECTOR/SURVEYOR TO VERIFY THAT THE MATERIAL ORDERED IS AS PER THE TERMS AND CONDITIONS AGREED AND IS AS PER SPECIFICATIONS AT BUYERS COST.
12. SPECIAL CONDITIONS FOR NON-PRIME AND SECONDARY PRODUCT SALES. Notwithstanding anything in this Agreement to the contrary, the following special terms and conditions shall apply to all sales of ferrous, non-ferrous scrap, high value alloy scrap, raw materials, materials obtained from steel making processes, non-prime and secondary products: (a) any descriptions, samples and specifications for such products are not warranted by GRML to be accurate or complete and GRML shall not be responsible for the consequences of any inaccuracies, insufficiencies or omissions in such descriptions, samples and specifications; (b) such products are sold on an "as is" basis, Ex Works (Incoterms 2010) GRML's facility, unless otherwise specified by GRML; (c) deficiencies of quality, character, size or condition shall not constitute grounds for claim against GRML and no such claims shall be honored; (d) GRML shall not in any event be liable for transportation or handling costs or for the costs of any work done or materials furnished by Buyer or anyone with respect to the products sold or for any incidental or consequential damages in contract, in tort or otherwise to Buyer or anyone else or for any injury to person or property by reason of any deficiencies or alleged deficiencies in such products or any failure or alleged failure of such products to meet applicable descriptions or specifications; (e) Buyer agrees to indemnify and hold harmless GRML from and against all claims, demands or actions in contract, in tort or otherwise, including the defense thereof, brought against GRML, whether based on an act, omission or negligence of Buyer, or act, omission or negligence of GRML, in connection with the manufacture, sale, or use of the products, or upon any defect in the products, whether or not caused by GRML, its agents or employees; and (f) GRML reserves the right to reject any or all bids or withdraw any products from sale.
13. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. GRML makes no warranty with respect to data referring to mechanical properties or chemical analyses of tests performed on specimens of the Products or Service Items. Any data referring to mechanical properties or chemical analyses are the result of tests performed on specimens obtained from specific locations on the Products or Service Items in accordance with proscribed sampling procedures.
14. TECHNICAL ADVICE. GRML assumes no obligation or liability for any technical advice furnished to Buyer, including without limitation technical advice with respect to the use of the Products or Service Items, all such technical advice being given and accepted at Buyer's risk. GRML will not be liable for any damages of any kind arising out of or relating to the use of or the inability to use the information provided, including but not limited to any special, indirect, incidental or consequential damages including, without limitation, demurrage charges, cost of shipment, downtime, lost profits (whether direct or indirect),

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- or lost sales, whether foreseeable or not, and even if GRML has been advised of the possibility of damages.
15. **INTELLECTUAL PROPERTY.** Nothing in this Agreement is to be construed as a grant or assignment of any license or other right to Buyer of any of GRML's or its affiliates' intellectual property rights, whether patent, trademark, trade secret, copyright or otherwise. All improvements and developments related to the Products or the efforts of GRML and Buyer will be owned exclusively by GRML, and Buyer shall reasonably cooperate with GRML in confirming that result.
 16. **CONFIDENTIALITY.** Any pricing or other sensitive commercial information provided by GRML to Buyer is proprietary to GRML and shall be held in confidence by Buyer, shall only be used by Buyer in connection with this sale, and shall not be used for any other purposes or disclosed to third parties without GRML's prior written consent. Buyer shall be liable for any loss to GRML or commercial gain by others from unauthorized use of confidential information occasioned by Buyer's failure to comply with this provision.
 17. **AUDIT.** Unless otherwise agree to in writing by an authorized representative of GRML, Buyer shall have no right to audit any books or records of GRML and Buyer shall have no right to enter into any facility owned or controlled by GRML.
 18. **LIMITATION OF LIABILITY.** GRML'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER WARRANTY, IN NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES, AND UNDER NO CIRCUMSTANCES SHALL GRML BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DEMURRAGE CHARGES, COSTS OF SHIPMENT, DOWNTIME, LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOST SALES, DAMAGE TO EQUIPMENT, OR CLAIMS OF BUYER'S CUSTOMERS OR OTHER THIRD PARTIES FOR DAMAGES OR PENALTIES, WHETHER OR NOT BUYER IS LEGALLY OBLIGATED TO PAY THEM. GRML'S LIABILITY HEREUNDER SHALL BE LIMITED TO EITHER: (1) THE OBLIGATION TO REPAIR OR REPLACE, AT GRML'S SOLE DISCRETION, ONLY THOSE PORTIONS OF THE PRODUCTS OR SERVICE ITEMS PROVEN TO HAVE FAILED TO MEET IN MATERIAL RESPECT THE SPECIFICATIONS ON THE GRML'S QUOTATION, ORDER ACKNOWLEDGEMENT, OR SEPARATE WRITTEN AND SIGNED AGREEMENT AT THE TIME OF SHIPMENT FROM GRML'S FACILITY, OR (2) REPAYMENT OF OR CREDIT AGAINST THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES. GRML AND BUYER EXPRESSLY AGREE TO THIS ALLOCATION OF RISK AND THE PRICE STATED FOR THE PRODUCTS OR SERVICES IS CONSIDERATION FOR THE LIMITATION ON GRML'S LIABILITY. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXCLUSIVE REMEDY DESCRIBED IN THIS SECTION FAILS ITS ESSENTIAL PURPOSE.
 19. **INDEMNIFICATION.** Buyer agrees to indemnify, defend and hold harmless GRML, its directors, officers, employees, agents, successors and assigns from and against any and all damages, losses, expenses, costs (including without limitation reasonable attorney's and accountant's fees), claims, suits, actions, judgments or other liability asserted against or incurred by GRML arising out of (a) Buyer's breach of its obligations hereunder, (b) Buyer's negligence or misconduct, or (c) Buyer's misuse or misapplication of the

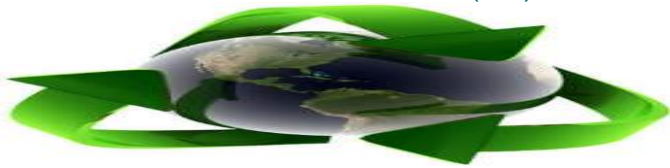
18 Darnall Road, Sheffield S9 5AA

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Products or Service Items or damage to the Products or Service Items caused by Buyer or its employees, agents or customers.

20. **FORCE MAJEURE.** GRML shall not be responsible for cancellation or delay in delivery or performance resulting, in whole or in part, from causes beyond its reasonable control, including, but not limited to: acts of God; acts of Buyer; strikes or other labor disturbances regardless of whether or not GRML is capable of settling such strike or disturbance; mill or facility conditions; temporary or permanent mill or facility closures; equipment failure; inability to obtain fuel, material, or parts; war; acts of terrorism; sabotage; riot; delays in transportation; repairs to equipment; natural disasters; epidemics; floods; fires; action of governmental authorities (valid or invalid); severe weather conditions; accidents; explosions; failure of or inability to obtain power, raw materials, suppliers, labor, equipment or transportation; a court or administrative injunction or order; or any other contingency the non-occurrence of which was a basic assumption on which this Agreement was made.
21. **GOVERNING LAW; FORUM SELECTION.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of England, UK, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdiction of United Kingdom, for any litigation which may arise out of or be related to this Agreement or the purchase or use of the Products or Services. Any action brought in any such court may not be transferred or removed to any other court. Buyer waives any objection based upon forum non-conveniens or any objection to venue of any such action.
22. **STATUTE OF LIMITATIONS.** BUYER AND GRML AGREE THAT, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT OR THE SALE OF THE PRODUCTS OR SERVICES MUST BE BROUGHT WITHIN 90 DAYS AFTER THE DATE ON WHICH THE PRODUCTS OR SERVICE ITEMS IN QUESTION WERE DELIVERED TO BUYER OR THE DATE ON WHICH THE EVENT GIVING RISE TO THE ACTION OCCURRED, WHICHEVER IS EARLIER.
23. **DISPUTE RESOLUTION.** Buyer and GRML will attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement or the breach thereof. If a dispute should arise, BUYER AND GRML AGREE TO SUBMIT THE DISPUTE TO MEDIATION. BUYER AND GRML FURTHER AGREE THAT THEIR PARTICIPATION IN MEDIATION IS A CONDITION PRECEDENT TO ANY PARTY PURSUING ANY OTHER AVAILABLE REMEDY IN RELATION TO THE DISPUTE. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties. Buyer and GRML agree that the entire mediation procedure will be confidential. Buyer or GRML must give written notice of their desire to commence mediation, and a mediation session must take place within forty-five (45) days after the date such notice is given. The mediation shall be attended by representatives of each party with authority to resolve the dispute, and counsel for the parties shall not attend the mediation unless otherwise agreed to by the parties. Buyer and GRML will jointly appoint a mutually acceptable and neutral mediator. If Buyer and GRML are unable to agree upon the appointment of a mediator within seven (7) days after notice of desire to mediate is given, Buyer or GRML may apply to the American

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- Arbitration Association for appointment of a mediator. The mediation shall be held in PLACE MUTUALLY AGREED BETWEEN GRML AND THE BUYER. Buyer and GRML agree that the expenses of mediation shall be borne equally by both parties. Buyer and GRML agree that arbitration will be used to settle a dispute arising out of or relating to this Agreement or the breach thereof.
24. **NONWAIVER.** The failure of GRML to enforce any of the provisions of this Agreement shall not be construed as a waiver of GRML's right to enforce each and every provision hereof. GRML reserves the right to enforce these terms and conditions at any time and none shall be deemed waived unless such waiver is in writing signed by an authorized representative of GRML. GRML's rights and remedies set forth in this Agreement are in addition to all legal and equitable rights and remedies available to GRML.
25. **ASSIGNMENT OR DELEGATION.** Buyer shall not assign or delegate any or all of its rights or obligations under this Agreement without the prior written consent of GRML, and any attempt to do so will be ineffective.
26. **NO THIRD PARTY RIGHTS.** This Agreement is for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns. Nothing expressed or referred to in this Agreement will be construed to give any other person any legal or equitable right, remedy or claim under or with respect to this Agreement.
27. **INDEPENDENT PARTIES.** GRML and Buyer are independent parties and nothing in this Agreement shall make either party an agent, partner, joint venture, or legal representative of the other.
28. **HEADINGS.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
29. **SEVERABILITY.** If any provision or part of a provision of this agreement is declared invalid, illegal, or unenforceable under applicable law, the affected provision will be considered omitted or modified to conform to applicable law. The validity, legality, and enforceability of all other remaining provisions or parts of provisions will remain in full force and effect.
30. **INTERNATIONAL TRADE.** GRML makes no representation with respect to the country of origin, qualification for duty preference or similar program, specific Harmonized Tariff Schedule Number, export jurisdiction, U.S. Munitions List category, Export Control Classification Number, or export authority of any good. GRML retains all of its duty drawback rights, and any attempt by Buyer to transfer any such rights will be void. Buyer shall not, itself or by any freight forwarder, customs broker or other agent or third party under Buyer's direction or control, designate GRML as the Principal Party in Interest or file the Electronic Export Information with U.S. Bureau of Census ("EEI"), unless otherwise agreed in writing by an authorized representative of GRML. If Buyer files an EEI without the prior written consent required by the preceding sentence, then: (i) the EEI will be considered to have been made without GRML's authority or permission, and any false statements to the government(S) will be considered to have been made by Buyer or its agent, as applicable, (ii) any affected transaction will be considered to be a routed export transaction, such that Buyer or its agent will be considered the Principal Party in Interest and exporter of record (as defined by the Foreign Trade Regulations and the Export Administration Regulations) for those transactions, (iii) Buyer shall assume all of

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the responsibilities of the exporter of record for any such transactions; and (iv) GRML will have no responsibility as the exporter of record. Buyer represents that it is not, and to the best of Buyer's knowledge, its customers, its customers' end-users and its agents are not, subject to any U.S./ U.N. or other government sanction or restriction that would prohibit the sale or export by GRML of the Products or Services. Upon GRML's request, Buyer shall provide all end-user and end-use information of which it is aware or which it could obtain with commercially reasonable efforts. Buyer shall comply strictly with all applicable U.S. export laws and regulations, and Buyer shall assist GRML in complying and documenting compliance with any applicable U.S. export laws, regulations and executive orders. Regardless of any statements on Buyer's purchase order or other documents to the contrary, GRML shall not be the importer of record (as that term is defined by U.S. law at 19 USC 1484, or equivalent provision of non-U.S. law) with respect to a transaction governed by this Agreement, unless otherwise agreed in writing by an authorized representative of GRML.

31. TRACEABILITY. If the Agreement obligates GRML to provide traceability on Products or Service Items, GRML's obligation with respect to the Products or Service Items returned to GRML (a) is limited by the accuracy and completeness of the information provided by Buyer with respect to the returned Products or Service Items, and (b) will terminate if the return was not authorized in advance by GRML.