

Quotation Terms and Conditions

Effective December 15, 2015

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1. **Controlling Effect** – The Butler MacDonalD Quotation and the following terms and conditions are submitted to Customer for acceptance within thirty (30) days from the date of such Quotation. The shipment of material by Customer to Butler MacDonalD shall be deemed as acceptance by Customer of Butler MacDonalD's terms and conditions as set out herein. Acceptance by Customer of Butler MacDonalD's quotation shall constitute the complete and final agreement between Butler-MacDonalD and Customer. No verbal quotations or alterations on the face of the quotation shall be binding upon Butler-MacDonalD. Unless accepted in writing by a duly authorized officer of Butler-MacDonalD, additional terms and conditions as contained in Customer's purchase order, confirming order, and/or sales order shall not be binding upon Butler-MacDonalD and Butler MacDonalD objects to, expressly rejects, and shall not be bound by any such term or condition appearing on Customer's expression of acceptance, confirmation or other communication which is different from, inconsistent with, or in addition to the foregoing Quotation and these Terms and Conditions.

2. **Customer Representations** – Customer hereby agrees, represents and warrants to Butler-MacDonalD as follows: (a) The Butler-MacDonalD Quotations, the specifications of services and estimates of material yield are based entirely upon the materials samples provided by Customer. Any change by Customer in material provided for processing, or application from the samples submitted for quotation shall void any and all Butler-MacDonalD warranties, relieve Butler-MacDonalD of any obligation to process Customer's material; (b) Customer shall not ship or cause to be shipped to Butler-MacDonalD any "Hazardous Material", as defined herein, or any substance or material containing Hazardous Material. Customer shall indemnify, defend, and hold Butler-MacDonalD harmless from and against any and all losses, claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees and including, without limitation, removal or management of any Hazardous Material shipped or caused to be shipped by Customer) which are brought or recoverable against, or suffered or incurred by Butler-MacDonalD as a result of the existence of any Hazardous Material in the substances and/or materials received by Butler-MacDonalD as provided above, or any other breach of the requirements under this Section 2 by the Customer, its agents, employees, contractors, subcontractors, carriers, or assignees and regardless of whether Customer had knowledge of such Hazardous Material; (c) "Hazardous Material" shall mean any substance that is (i) defined under any Environmental Law as a hazardous substance, hazardous waste, hazardous material, pollutant or contaminant, (ii) a petroleum hydrocarbon, including crude oil or any fraction or mixture thereof, (iii) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic or a reproductive toxicant, or (iv) otherwise regulated pursuant to any Environmental Law. "Environmental Law" shall mean any and all federal, state and local laws, statutes, ordinances, regulations, rules, judicial and administrative orders and decrees, permits, licenses, approvals, authorizations and similar requirements of all federal, state and local governmental agencies or other governmental authorities pertaining to the protection of human health and safety or the environment, now existing or later adopted.

3. **Material Purity Estimates** - Estimated purity and yield are based upon sample received. Actual yield could vary depending upon the actual amount of contamination in materials received. Purity quoted is based upon the percentage in weight of the actual impurity in the target material to be recovered. No verbal estimates of material purity or yield shall be binding on Butler-MacDonalD. In the event the Quotation does not contain a material purity specification, Butler-MacDonalD will use its best efforts to achieve the maximum material purity level attainable (in the sole judgment of Butler-MacDonalD) and Customer agrees to accept such performance. **Metal Contamination** - Material requiring metal elimination will be limited to identifying metallic material in a solid spherical shape equal to or larger than 0.5mm ferrous/non-ferrous and 0.8mm stainless. These limits should not be considered as an absolute minimum or maximum limit of the metal removed or remaining in the product. Shape, size, form and type metallic all influence the limits of metal eliminated. Samples of finish product should be evaluated for the intended purpose prior to use. **UNDER NO CIRCUMSTANCES DOES BUTLER-MACDONALD WARRANT OR GUARANTEE THAT PROCESSED MATERIAL WILL BE 100% FREE OF CONTAMINANTS OR FOREIGN MATTER.**

4. **Customer Shipment; Right of Rejection** - Butler-MacDonalD reserves the right to reject any and all deliveries of material. Nonconforming and/or rejected material will be returned to Customer at Customer's expense. Customer shall be solely liable for and shall reimburse Butler-MacDonalD for any and all demurrage, detention, delay or hold-over charges assessed or levied by carriers with respect to Customer material shipped to Butler-MacDonalD that (i) arrives before or after the scheduled time, (ii) arrives without an advanced scheduled appointment, or (iii) arrives without complete information enabling Butler-MacDonalD to determine the type of material received, the quantity to load, or the destination.

5. **Cross-Docking** – Cross-docking is defined herein as a logistical practice of unloading materials from an incoming semi-trailer truck, movement of materials within the facility and loading these materials directly into outbound trucks with little or no processing performed by Company. This may be done to change the type of conveyance, to sort material intended for different destinations, or to combine material from different origins into transport vehicles (or containers) with the same destination or similar destinations. In instances where Company has not provided its Services, all material received at Butler-MacDonalD's facility for "cross-docking" shall be subject to the rate of \$125.00 per labor hour for cross-docking and related documentation.

6. **Proper Labeling** - All material shipped by Customer to Butler-MacDonalD must be accompanied by an accurate material description and be clearly and conspicuously labeled so that Butler-MacDonalD may easily be able to determine the contents of each container. Any materials received without a clearly marked exterior labels may be rejected or disposed of under the terms and conditions of this Quotation.

7. **Storage Limitations & Fees** – Material abandoned or left on premise without full payment will be considered abandoned and Butler MacDonalD may elect to take title to or dispose of material. Should disposal be required, Customer shall be obligated to pay all disposal fees. Should Butler MacDonalD sell materials, Butler MacDonalD shall retain all proceeds from any such sale.

8. **Limited Warranty** - **UNDER NO CIRCUMSTANCES DOES BUTLER WARRANT THAT MATERIAL PROCESSED WILL HAVE A MARKETABLE OR OTHER ECONOMIC VALUE.** Butler MacDonalD warrants that it shall apply its processing services to the Customer's material in conformance with the specifications set out within this Quotation.

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Customer acknowledges that Butler-MacDonald's material separation processes are not an exact science whereby the end result can be perfectly predetermined. As such and despite best efforts, in some instances material may not come out to the specifications as listed and fractions thereof may become further contaminated resulting in loss of material ("Yield"). Accordingly, under no circumstances shall Butler-MacDonald be liable for lost, contaminated or damaged material. In the event Butler-MacDonald shall fail to achieve the quoted purity specification as shown on the face of the Quotation, Butler MacDonald agrees to perform an additional series of services on Customer material failing to achieve the written purity specification, at its own expense. In the event Butler MacDonald determines in its sole judgment that achieving the specified level of material purity is not economically or technologically feasible, than it may elect to cease performing services on Customer material and credit back all service fees paid for non-conforming material. **THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FITNESS FOR USE AND ALL OTHER LIABILITIES ON THE PART OF BUTLER-MACDONALD, AND BUTLER MACDONALD NEITHER ASSUMES NOR AUTHORIZES ANY OTHER HANDLING, PROCESSING OR STORAGE OF CUSTOMER'S MATERIAL.**

9. **Risk of Loss** – Unless agreed to via a separate document, Butler MacDonald does not insure the value of the material you send for processing. The risk of environmental contamination, loss or damage to or from the Customer's material shall remain with the Customer at all times. Customer acknowledges its understanding that at no time will Butler-MacDonald be responsible for the loss or damage resulting from or to Customer's material while in the possession or control of Butler-MacDonald and that Customer should obtain any necessary insurance against loss or damage resulting from Customer's material while it is in the possession or control of Butler-MacDonald.

10. **Terms of Payment** - Unless otherwise stated on the face of this Quotation or on its invoices, payment terms for Butler-MacDonald's services, charges and fees are 10 days NET upon Customer's receipt of Butler-MacDonald invoices. Customer orders in excess of \$10,000.00, first time customers and international customers are subject to acceptance of Butler-MacDonald then prevailing credit policy a copy of which is available upon request. All payments are to be made to BUTLER-MACDONALD, INC. in United States dollars only. All invoices remaining unpaid after 30 days will be assessed late payment charges upon any unpaid balance at the rate of 1.5% per month until paid. In the event Butler-MacDonald refers Customer's account to legal counsel to enforce payment, Butler-MacDonald shall be entitled to recover its reasonable attorney's fees and all costs of collection incurred in effecting payment from Customer.

11. **Security Interest** - Customer grants to Butler-MacDonald as security for payment a security interest and lien in and to all Customer material and other property delivered to Butler-MacDonald pursuant to this Quotation and Customer authorizes Butler-MacDonald to file and record all necessary UCC financing statements to perfect such lien rights. In the event Customer shall default in its payments to or other obligations to Butler-MacDonald, Butler-MacDonald shall have the option (but not the obligation) to dispose of, liquidate, and/or sell at public or private sale, any and all portions of Customer's material and other property in Butler-MacDonald's possession upon such terms and conditions as are deemed necessary in Butler-MacDonald's sole discretion. Customer shall be liable for all such reasonably incurred costs and expenses of storing, preparing for sale, transportation, expenses of sale, and/or disposing of such Customer material and other property.

12. **Excusable Delays** - Butler-MacDonald shall not be liable to Customer for any delay of performance hereunder if such delay or failure is due to conditions or circumstances beyond its control. Butler-MacDonald will give Customer written notice within a reasonable time after the beginning of any such delay or failure. In the event such delay or failure on the part of Butler-MacDonald is not caused by the failure of Customer to perform as required hereunder and such delay or failure will substantially impair Customer's ability to (i) meet its own internal production schedules, or (ii) meet its own customer's delivery schedules, then in such events Customer may cancel any uncompleted and outstanding orders provided for in this Quotation without further liability therefor. In the event of such order cancellation, Customer agrees to accept the return of its unprocessed material at its own cost.

13. **Compliance with Laws and Regulations.** In its performance hereunder, Butler-MacDonald shall comply with all local, state and federal laws, rules and regulations applicable thereto. Butler-MacDonald certifies that its services will be performed in compliance with the Fair Labor Standards Act of 1938, as amended, including all regulations thereunder. The Equal Employment Opportunity Clause, prescribed by Executive Order No. 11246, as amended, is incorporated herein.

14. **Taxes** - Customer agrees to pay all sales, use, personal property, excise, and any other taxes that may be levied, assessed or imposed upon the services to be performed under this agreement. If Customer is exempt from the payment of any specific taxes which would otherwise be applicable, it is the responsibility of Customer to furnish Butler-MacDonald the proper exemption certificates at the time of order.

15. **Interpretation and Forum** - This constitutes the entire agreement between Butler-MacDonald and Customer with respect to the services described herein and supersedes any prior or other agreements written or oral between the parties. No amendment, modification, waiver or release of any provision is binding upon Butler-MacDonald without a writing signed by Butler-MacDonald's authorized representative. This Quotation shall be construed as a contract made in the State of Indiana and shall be governed by the laws of the State of Indiana. Any action or suit initiated by Customer relating in any way to this Quotation must be brought in a federal or state court located in Marion County, Indiana and Customer hereby consents to the jurisdiction of the courts of the State of Indiana.