



STANDARD TERMS AND CONDITION OF PURCHASE

THESE STANDARD TERMS AND CONDITIONS OF PURCHASE ("TERMS AND CONDITIONS") APPLY TO, AND ARE INCORPORATED BY REFERENCE TO, ALL PURCHASE PURCHASES AND PURCHASE ORDERS (WHETHER OR NOT PHYSICALLY ATTACHED HERETO, EACH, AN "ORDER"), BY AND BETWEEN THE ADDRESSEE OF THE ORDER ("SELLER") AND ALEXIN, LLC, AN INDIANA LIMITED LIABILITY COMPANY ("ALEXIN"). SELLER AGREES THAT ALL ORDERS ARE SUBJECT TO THESE TERMS AND CONDITIONS AS WELL AS ALEXIN'S PURCHASED SCRAP SPECIFICATIONS, WHICH CAN BE VIEWED OR DOWNLOADED ON OUR WEBSITE WWW.ALEXINLLC.COM) UNDER THE HEADING CUSTOMER/SUPPLIER PROCEDURES) (AS THE SAME MAY BE AMENDED AND UPDATED BY ALEXIN FROM TIME TO TIME, THE "PURCHASED SCRAP SPECIFICATIONS"). IN ADDITION TO SELLER'S ACCEPTANCE OF AN ORDER, DELIVERY OF ANY GOODS OR OTHER MATERIALS ("MATERIALS") OR SERVICES TO ALEXIN SHALL BE DEEMED ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. **Deliveries**

Seller agrees to deliver all materials in accordance with the Purchased Scrap Specifications (which includes a requirement that appointments are required for all deliveries). Title to, risk of loss, and damage to all materials shipped by Seller to Alexin hereunder shall be upon Seller until the materials are physically unloaded by Alexin to Alexin's plant (or to such other delivery point as specified in the Order) and shall pass to Alexin only upon Alexin's inspection and acceptance of such materials. To the extent applicable to the Order, Seller agrees: (a) to properly pack, mark and ship the materials in accordance with the requirements of Alexin and involved carriers in a manner to secure lowest transportation cost; and (b) to make no charge for handling, packaging, storage, transportation or drayage of materials unless otherwise stated in the Order. Time is of the essence hereof. If Seller fails to meet Alexin's delivery requirements and Alexin requires a more expeditious method of transportation for the materials than the transportation method originally specified by Alexin, Seller shall, at Alexin's option (a) promptly reimburse Alexin the difference in cost between the more expeditious method and the original method, (b) allow Alexin to reduce its payment of Seller's invoices by such difference, or (c) ship the materials as expeditiously as possible at Seller's expense and invoice Alexin for the amount which Alexin would have paid for normal shipment.

2. **Payment and Taxes**

All taxes arising out of a transaction contemplated by the Order shall be borne by Seller. Alexin may withhold payment pending receipt of evidence, in such form and detail as Alexin may direct, of the absence of any liens, encumbrances and claims on the materials under the Order.

3. **Inspection**

Alexin's inspection of the materials, whether prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any materials. All materials are subject to Alexin's inspection, testing and approval with respect to material, grade and other qualities. Failure to inspect, accept, reject or detect defects by inspection shall neither relieve Seller from its responsibilities for such materials as are not in accordance with the Order requirements nor impose liabilities on Alexin. If any element of performance pursuant to the Order is found to be defective or otherwise not in conformity with the requirements of the Order (including, without limitation, the requirements of the Purchased Scrap Specifications) in Alexin's sole discretion, Alexin, in addition to all other rights, remedies and choices it may have by contract or by law, and in addition to seeking recovery of any and all damages and costs emanating therefrom, at its option and sole discretion, may at Seller's expense: (a) rescind the Order without liability; (b) reject and return such materials; (c) take action to cure all defects and/or bring the materials into conformity with all requirements, allocating all costs, expenses (including material, labor and handling costs), and other reasonable charges for Seller's account; (d) withhold total or partial payment; (e) require Seller to immediately re-perform any defective portion of the services performed or immediately replace non-conforming materials with materials that conform to the Order; (f) exercise any rights or remedies set forth in the Purchased Scrap Specifications; and/or (g) exercise any rights or remedies under the Uniform Commercial Code or other applicable law. Seller acknowledges that any defect in materials may result in special damages to Alexin.

4. **Non-Conforming Materials**

To the extent Alexin rejects materials as non-conforming, the quantities under the Order will automatically be reduced unless Alexin otherwise notifies Seller. Non-conforming materials will be held by Alexin for disposition in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within ten (10) days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Alexin, at Alexin's option, to charge Seller for storage and handling, or to dispose of the materials, without liability to Seller. Payment for non-conforming materials shall not constitute an acceptance thereof, limit or impair Alexin's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects. Seller will be responsible for all costs for non-conformance related to its materials including, but not limited to, freight sorting costs and financial hedging losses.

5. **Warranty**

In addition to any warranty implied in fact or law, Seller expressly warrants that all materials conform to the Purchased Scrap Specifications and all other applicable specifications, grades, alloy compositions, standards, drawings, samples or descriptions furnished to or by Alexin in the Order and/or any proposal or otherwise, and will be merchantable, of good material and



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workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Alexin's intended use and expressly warrants that all materials covered by the Order are fit and sufficient for the particular purpose intended by Alexin. Seller warrants that it shall convey good and valid title to materials purchased and that such materials shall be delivered free and clear of any liens and encumbrances. Such warranties shall run to Alexin, its successors, assigns and customers and shall survive inspection, acceptance and payment by Alexin. ANY ATTEMPT BY SELLER TO LIMIT, DISCLAIM OR RESTRICT ANY SUCH WARRANTIES OR REMEDIES BY ACKNOWLEDGMENT OR OTHERWISE SHALL BE NULL, VOID AND INEFFECTIVE.

6. Insolvency

Alexin may immediately cancel all or any part of the Order in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of an involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; (e) Seller ceases to conduct its operations in the normal course of business; (f) execution of an assignment for the benefit of creditors by Seller; or (g) Alexin reasonably apprehending that any of the events mentioned above is about to occur in relation to Seller and Alexin notifies Seller accordingly.

7. Cancellation for Breach

Alexin reserves the right to cancel all or any part of the Order if Seller (a) repudiates or breaches any of the terms of the Order, including Seller's warranties; or (b) fails to perform services or deliver materials as specified by Alexin. In the event of termination pursuant to this Section, Seller shall be liable for any excess costs of reprourement plus incidental and consequential damages.

8. Intellectual Property

Seller agrees to promptly defend, hold harmless and indemnify Alexin and its affiliates, successors and assigns, and their respective officers, managers, directors, agents, representatives, employees, and customers against all claims, demands, losses, suits, damages, liability and expenses (including reasonable attorney fees) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of or inducement to infringe any United States or foreign patent, trademark, copyright, mask work right or other intellectual property right by reason of the manufacture, use or sale of the materials or services ordered, including infringement arising out of compliance with specifications furnished by Alexin or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller's actions. Seller assigns with full title guaranty to Alexin all rights, title and interest in and to all trademarks, copyrights, mask work rights, design rights, drawings, blueprints, models and/or other intellectual property in any material created for Alexin under the Order. Any knowledge or information which Seller shall have disclosed or may hereafter disclose to Alexin incident to the Order shall not, unless otherwise specifically agreed in writing by Alexin, be deemed to be confidential or proprietary information and accordingly shall be acquired by Alexin free from any restrictions. Seller agrees not to assert any claim with respect to any technical information which Seller shall have disclosed or may hereafter disclose to Alexin in connection with the materials or services covered by the Order.

9. Confidentiality

Seller hereby agrees to hold confidential and not to use, divulge, disseminate, disclose, lecture upon, transmit, reproduce, or publish any Confidential Information (as hereinafter defined) received by it without having first obtained written permission from Alexin to do so, except to the extent (i) required by law or court order or (ii) such Confidential Information is or has been made publicly available other than by Alexin or Seller. "Confidential Information" means the financial and economic terms of the Order (including all amendments and modifications thereto) and any information which may be related to Alexin's business or which is known by Seller as a consequence of or through the production and delivery of materials or services under the Order.

10. Indemnification

Seller agrees to promptly defend, hold harmless and indemnify Alexin and its affiliates, successors and assigns, and their respective officers, managers, directors, agents, representatives, employees, and customers against all claims, demands, actions, investigations, losses, suits, damages, liability and expenses (including reasonable attorney fees) to the extent arising out of or resulting, directly or indirectly, from (a) Seller's acts or omissions, or those of persons furnished by it, in connection with the Order including, but not limited to, negligence, gross negligence and strict liability; (b) any non-conforming or defective materials provided by Seller; (c) Seller's material breach of the Order; (d) Seller's failure to deliver materials in compliance with the Order; (e) any violation of Seller of any applicable foreign, federal, state and local laws, regulations, ordinances and requirements; and/or (f) Seller's breach of any of the environmental representations or warranties in Section 11 below.

11. Environmental Representations

Seller represents and warrants to Alexin that (i) any facility where the materials were handled, processed, reclaimed, or otherwise managed was in compliance with any federal, state or local environmental law or regulation, or compliance order or decree issued pursuant thereto, applicable to the handling, processing, reclamation, storage or other management activities associated with recycled materials, and that (ii) Seller has otherwise complied with all federal, state or local environmental laws and regulations as it relates to the Order.



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12. Insurance

Seller represents and warrants that it maintains: (a) workers' compensation insurance; (b) employer's liability insurance; (c) comprehensive general liability insurance; (d) occurrence personal injury and property damage insurance; and (e) automobile liability insurance in amounts sufficient to protect Seller and Alexin. At Alexin's request, Seller shall furnish to Alexin certificates of insurance setting forth the amount(s) of coverage, policy number(s) and date(s) of expiration for insurance maintained by Seller. Seller's purchase of appropriate insurance coverage or the furnishing of certificates of insurance shall not release Seller of its obligations or liabilities under the Order.

13. Remedies

The rights and remedies reserved to Alexin in the Order shall be cumulative, and additional to all other or further remedies provided in law or equity. In addition to any right of setoff provided by law, all amounts due Seller shall be considered net of indebtedness of Seller to Alexin and its subsidiaries and affiliates, and Alexin may deduct any amounts due or to become due from Seller to Alexin and its subsidiaries and affiliates from any sums due or to become due from Alexin and its subsidiaries and affiliates to Seller. The failure of Alexin at any time to require performance by Seller of any provision of the Order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of Alexin of a breach of any provision of the Order constitute a waiver of any succeeding breach of the same or any other provision.

14. Non-Assignment

The Order is personal to Seller and Seller may not directly or indirectly assign its rights or delegate its obligations under the Order without Alexin's prior written consent. The Order shall be binding upon and inure to the benefit of the parties and their legal representatives, successors and permitted assigns.

15. Relationship Of Parties

Seller and Alexin are independent contracting parties and nothing in the Order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Nothing contained herein is intended nor shall be construed to confer upon any person or entity, other than Alexin and Seller, and their successors or assigns as permitted herein, any rights, remedies, or other benefits hereunder.

16. Miscellaneous

The terms "herein," "hereof," "hereunder" and the like shall mean these Standard Terms and Conditions of Purchase and the Order. If any term of the Order is invalid or unenforceable under any statute, regulation, ordinance, executive order of other rule of law, such term shall be deemed reformed or deleted but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Order shall remain in full force and effect. The Order, together with these Standard Terms and Conditions of Purchase and the Purchased Scrap Specifications and any other documents attached or specifically referenced in the Order, constitutes the entire agreement between Seller and Alexin with respect to the matter contained in the Order and supersedes all prior oral or written representations and agreements. The Order may only be modified by a written amendment duly executed by Alexin. All provisions or obligations contained in the Order which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of the Order will survive and remain binding upon and for the benefit of the parties, their successors and permitted assigns.

17. Law and Arbitration

The construction, validity and performance of the Order shall be governed in accordance with the laws of the State of Indiana, including its arbitration rules, statutes and applicable case law. Except as provided below, any dispute or other controversy relating to these Terms or Conditions or the transactions contemplated hereunder shall be submitted to binding arbitration by one (1) arbitrator in Indianapolis, Indiana pursuant to the CPR Non-Administered Arbitration Rules effective at that time. Any such arbitration shall include only the claims of the parties to the Order. There shall not be any class or representative arbitration and no claims of any person or entity not a party to the Order shall be permitted in any arbitration initiated pursuant to this paragraph. The prevailing party at any arbitration shall be entitled to receive from the non-prevailing party reimbursement of its reasonable attorneys' fees, costs and expenses (including expert expenses) incurred in the arbitration. Neither party shall be entitled to receive punitive damages in any arbitration. To the extent the arbitrator permits discovery to be compelled outside of Indiana from persons or entities not parties to this arbitration, the arbitrator shall initiate and conduct a hearing in the relevant jurisdiction(s) for the purpose of obtaining such permitted discovery. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. However, any action or proceeding by Alexin to collect sums owed to Alexin by Seller may, at Alexin's discretion, be commenced in any court having jurisdiction rather than submitting such matter to arbitration, and Seller hereby submits to personal jurisdiction over Seller in any court, state or federal, situated in Marion County, Indiana, and agrees that service of process on Seller by mail shall be sufficient service of process in any court proceeding so initiated by Alexin.



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Rev#	Rev Date	Explanation	Revised By
O	11/11/15	Original	