

## Colorado Industrial Recycling Agreement (Scrap Supplier)

This agreement is made by and between Colorado Industrial Recycling, located at 2730 East Las Vegas Street, Colorado Springs, Colorado 80906 (“Receiver”) and \_\_\_\_\_, located at \_\_\_\_\_, Colorado 80\_\_\_\_ (“Supplier”).

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The Supplier desires to sell, and the Receiver desires to acquire, certain recyclable materials as more particularly described below, on the terms and conditions set forth below.

The Parties agree as follows:

- Delivery by Supplier:** Supplier will deliver to Receiver appliances, motor vehicles and other recyclable materials, which Receiver shall have a right, but not an obligation, to purchase. If purchased, Receiver shall pay to Supplier Receiver’s announced rate at the time of such purchase. Receiver shall have the right to refuse any item which does not conform to the terms of this Agreement or other standards as may, from time to time, be established by Receiver in its sole discretion, including, but not limited to, the Receiver List of Prohibited Scrap Materials.
- Term:** The term of this Agreement shall be for a period of one (1) year, beginning on the date of this Agreement and shall automatically renew from year to year unless terminated by the Supplier in writing. Receiver shall have the right at any time to cancel this Agreement without prior notice to Supplier.
- Regulatory References:** Pursuant to Section 608 of the Federal Clean Air Act and the implementing regulations issued by the Federal Environmental Protection Agency [40 C.F.R. Section 82.256(g)-(h)] refrigerants and/or their substitutes from motor vehicle air conditioners and other appliances must be removed prior to disposal or recycling rather than vented in the environment. Pursuant to 40 C.F.R., Section 761, all PCB capacitors must be removed from scrap materials prior to shredding such scrap. Other federal, state, and local regulations may also affect the chemical or physical requirements for scrap materials delivered to the Receiver by the Supplier.
- Certification:** Supplier hereby certifies that the Supplier shall be responsible for recovering refrigerants in accordance with all applicable regulations prior to delivery of any motor vehicle containing an air conditioner, home appliance refrigeration systems or other appliances containing refrigerants and/or their substitutes to Receiver, and that Supplier will recover refrigerants and their substitutes in accordance with such regulations prior to delivery of any items to Receiver. Supplier further certifies that the Supplier will remove PCB capacitors, fluids, and any other materials listed on the Receiver’s List of Prohibited Scrap Materials prior to delivery of any items to Receiver. The List of Prohibited Scrap Materials for Acceptance (see enclosed copy of list) is

posted at the entrance of the Colorado Industrial Recycling facility and is available in printed form at the scale house.

5. **Exception:** If there is prior notification made by the Supplier, the Receiver has the ability to recover refrigerants and/or their substitutes in accordance with all applicable regulations. Fees to the Supplier by the Receiver for these services may apply.

6. **Indemnification:** Supplier agrees to indemnify and hold Colorado Industrial Recycling and its subsidiaries and affiliates, harmless from any claim, penalty, fine, fee cost, attorney's fees, or other liability resulting in whole or in part, from Supplier's breach of this Agreement.

7. **Notice:** All notices or other communications with respect to this Agreement shall be in writing and shall personally be delivered or mailed to:

Colorado Industrial Recycling, Inc  
Attention: Dave Koscove, Owner  
2730 East Las Vegas Street  
Colorado Springs, Colorado 80906

IN WITNESS WHEREOF, the undersigned parties have executed this agreement as of the day and the first year below written.

Receiver:

Supplier:

Colorado Industrial Recycling

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_