



DJJ0003635539

SCRAP ACCEPTANCE AGREEMENT

SELLER		RECEIVER
Company Name	Utah State Surplus Property UTAH04	Western Metals Recycling 200 W Civic Ctr Dr. Ste 350 Sandy, UT 84070
Person Signing		
Title		
Address	447 W 13800 S	EFFECTIVE DATE 4/9/2019 11:32:27 AM
City, State Zip	Draper, UT 84020-8145	

This Scrap Acceptance Agreement ("Agreement") is entered into on the date above ("Effective Date") between the "Seller" named above and WMR entity operating at the above-stated address ("Receiver") under the following terms and conditions. The initial term of this Agreement shall commence upon the Effective Date and shall expire three (3) years after the Effective Date. Thereafter, the term of this Agreement shall be automatically extended on a year-to-year basis, on the terms and conditions set forth in this Agreement.

- SEPARATE PURCHASE CONTRACT:** Receiver agrees to buy recyclable materials ("Materials") only upon each issuance to Seller of a Weighmaster Certificate or Purchase Contract for such Material (each a "Contract") and at the price specified therein, in accordance with the terms and conditions of both the front and reverse sides of that Contract, and of this Agreement whether or not referred to therein.
- MATERIAL MUST MEET QUALITY REQUIREMENTS:** Receiver shall not be deemed to have accepted the Material purchased in accordance with this Agreement until such Material has been approved by Receiver at Receiver's facility. Receiver reserves the right to reject at any time any Material not conforming with WMR quality requirements or the requirements of this Agreement. Any Material which is rejected by Receiver shall be at Seller's sole cost and risk. Under no circumstances will title to any Material transfer to Receiver which is not as warranted, certified or conforming to this Agreement.
- SELLER SHALL EVACUATE REFRIGERANT FROM ALL MATERIALS PRIOR TO DELIVERY:** Section 608 of the Federal Clean Air Act, 42 U.S.C. §7671 et seq., and its implementing regulations at 40 CFR Part 82, requires the removal and disposal of refrigerants and non-exempt refrigerant substitutes from motor vehicles and appliances prior to recycling. Seller certifies that all refrigerants (including without limitation chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), or non-exempt refrigerant substitutes (and other non-CFC replacement refrigerants), and all other Class I and II substances, as defined in §608 of the Federal Clean Air Act, as amended, and in 40 Code of Federal Regulations Part 82) that have not leaked previously will be properly removed and recovered in accordance with applicable law from all appliances or shipments of appliances (including without limitation motor vehicle air conditioners) to be delivered under the Contract and this Agreement prior to the delivery of those appliances to Receiver. Unless otherwise agreed to in writing, seller shall not tender to Receiver any Materials subject to these requirements that have not been properly evacuated of refrigerant in accordance with applicable law.
- SELLER SHALL INSPECT FOR HAZARDOUS MATERIAL PRIOR TO DELIVERY:** Seller shall inspect prior to delivery and shall not tender to Receiver any Materials which are considered hazardous or toxic materials, substances, or wastes under any applicable law (as defined herein), including without limitation any of those Prohibited Materials described in Exhibit 1, attached hereto and incorporated herein by reference ("Hazardous Material"). Seller certifies that (a) the Material is exempt from regulation as a hazardous waste in accordance with all applicable federal, state, and local laws, regulations and requirements, and any guidance and interpretation by any applicable regulatory agency and any orders and decisions of any applicable court (each and all a "Law"); and (b) all small capacitors containing ≥ 50 ppm PCBs (as defined in 40 CFR Part 761), and all other Prohibited Materials will have been removed from all Materials prior to delivery under this Agreement. All warranties, certifications, indemnities, and other obligations made by Seller shall survive the expiration of this Agreement.
- INDEMNITY:** Seller agrees to defend, indemnify, release, and hold harmless Receiver and its owners, affiliates, and employees (each an "Indemnitee"), from and against any claim, penalty, fine, fee, cost, expense (including attorney and expert fees), loss, obligation, damages, enforcement actions, or any other liability of any kind sustained by any Indemnitee arising directly or indirectly, in whole or in part, from any breach of this Agreement by Seller or any act or omission of Seller, its subcontractor(s), or any of their respective employees or agents. Seller is solely responsible for the condition and cleanup of the Material and any releases therefrom.

The undersigned individual signing on behalf of Seller represents and certifies that he or she is duly authorized by the Seller to sign this agreement and certification on behalf of Seller. Any acknowledgement or confirmation issued by Seller regarding any Contract or this Agreement shall be deemed as issued solely for administrative purposes but in no event shall any terms or conditions thereon govern.

AGREED

Seller
Signature:

Receiver
Signature: