Iron & Steel Scrap Specifications Manual Sales, Terms, and Conditions

Revision Date: 1 1 /4/2024 PAGE 1 of 44

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INTRODUCTION

Steel Dynamics, Inc. – Long Products Group, Engineered Bar Division supplies high quality steel to the most demanding customers within the steel industry. This steel requires raw materials used in our production process to be of the highest quality and conform to our specifications.

You, our VALUED SUPPLIERS, play an integral role in our success and ability to meet our customers' quality demands for finished products. Found within this document is the raw materials manual with specifications for ferrous scrap and iron units.

Our raw materials manual will provide our partners with quality standards for acceptable raw materials. Your efforts in applying these standards will help ensure a long continuing relationship with our suppliers of raw materials. Steel Dynamics personnel that purchase, receive, grade, or unload these raw materials are trained to apply these standards fairly and consistently to all purchased materials.

The standards used in this manual should be familiar to you and your employees as they are slightly modified versions of the Institute of Scrap Recycling Industries' (ISRI) specifications. The modification of any standard is designed to meet the needs of our melt shop here in Pittsboro, Indiana.

Thank you for being a VALUED SUPPLIER and if you have any questions regarding the Raw Materials Specification Manual, please feel free to contact us for further clarification.

Steel Dynamics, Inc.
Engineered Bar Products
8000 North County Road 225 East
Pittsboro, Indiana 46167

(317) 872-7000

GENERAL TERMS AND CONDITIONS

- 1. **The Purchasing of Iron & Steel Scrap** is executed by the Pittsboro Purchasing Agent and can be contacted at 317 892-7137.
- 2. Prices are quoted for each commodity primarily at the beginning of each month. Steel Dynamics reserves the right to cancel any unfulfilled contracts on the last day of the calendar month at 5:00 P.M. EST. A purchase contract with a corresponding purchase order number will be issued for specific grades and quantities to be delivered within a specified time. Balances remaining on any purchase order not shipped by the specified completion date may be cancelled or extended at the discretion of the Scrap Procurement Department. All prices are quoted in gross tons and all quantities expressed on the purchase order are in gross tons.
- 3. Delivery may be in truckload or rail at an agreed upon minimum weight as specified at the time of purchase.
- 4. **Scale Hours** Monday- Friday 6:00am- 5:00pm, Saturday 7am- 12pm. Scrap will not be received until 9am on the first day of every month.
- 5. Steel Dynamics reserves the right to modify or update the General Terms and Conditions and the Scrap Specifications manual as required.

Trucks - Shipping Guidelines

Shipping Terms: Typically prepaid unless otherwise stated in the purchase order. A rejected truck or partial rejection/reload of a truck may incur a \$250 fee.

* If fees are not paid, they will be directly deducted from payment.

For additional truck safety please see the best practices contained in Appendix A.

Shipment Period: Material must be received by 5:00pm EST the last day of the calendar month stated on the contract. Steel

Dynamics reserves the right at its own discretion to review the status of the contract, on the last calendar day of the month in which the scrap was purchased, at which time the contract may be cancelled or continued until the contractual obligation has ended.

Payment Terms: Scrap received from the 1st through the 15th is paid on the 10th of the following month. Scrap received from the 16th to the end of month is paid on the 25th of the following month.

Truck Equipment Requirements:

All scrap must be received in a trailer with a side-hinged rear door. Framed or frameless trailers are acceptable for all commodities. All truck drivers must be able to operate controls to raise and lower trailers from inside the cab. Truck drivers must have an operational CB radio while onsite.

Delivery carrier will be directed by SDI personnel to unloading locations.

Delivery carrier will follow all directions given by SDI personnel including restrictions due to weather.

Seller agrees that they shall be solely liable for all damages, including any clean up and/or SDI down time resulting from delivery of the product covered by this Purchase Order. Seller shall be responsible for any costs, attorney fees or any consequential damages incurred by SDI for recovery of the items due or owed by Seller under this paragraph.

Freight Terms: Prepaid unless stated otherwise in the purchase order. Steel Dynamics weight tickets are the governing weight for invoices.

Rail - Shipping Guidelines

Shipping Terms: Typically prepaid unless otherwise stated in the purchase order. Shipments arriving at the mill without shipping notices may be assessed a \$500 fee. A rejected railcar may be assessed a \$750 fee.

* If fees are not paid, they will be directly deducted from payment.

Failure to notice rejected loads within 24 hours of rejection notice may result in demurrage fees back charged to the Shipper.

Shipment Period: Material must be shipped by 5:00 P.M. EST the last day of the calendar month stated on the contract. Steel Dynamics reserves the right at its own discretion to review the status of the contract, at which time the contract may be cancelled or continued until the contractual obligation has ended.

Payment Terms: Scrap received from the 1st through the 15th is paid on the 10th of the following month. Scrap received from the 16th to the end of month is paid on the 25th of the following month.

Rail Equipment Requirements:

All railcars must be fully open top railcars with vertical sidewalls and end walls with horizontal flat bottoms. Unacceptable railcars include v-troughs, belly troughs, or any interior ribs/framing. Scrap may be received in 65 ft length mill gondola cars. Coil gondolas are not accepted.

Freight Terms: Prepaid unless stated otherwise in the purchase order.

Consignee: Steel Dynamics, Engineered Bar Division Rail

Station: Pittsboro, Indiana Final Rail Carrier: CSX Max Car Limit: 286,000 lbs.

Min Car Limit: Not applicable unless Steel Dynamics is covering the freight, then the GT Min Weight will be listed.

Steel Dynamics weight tickets are the governing weight for invoices.

Delivery Terms: Shipments will only be received at the Pittsboro mill against purchase orders where the supplier enters shipping notices via the Steel Dynamics website, http://webcres.steeldynamics.com/. If you are not a registered user and need to know how to sign-up for a new account, visit the website for detailed instructions and videos.

CONTRACTOR AND VISITOR SAFETY GUIDELINES

- Personal Protective Equipment must be worn onsite. Required equipment include, hardhat, safety glasses or goggles over prescription glasses, safety vests and steel-toed boots or metatarsals.
- Follow all state road laws, speed limits and other traffic controls, such as stop signs and railroad
 crossings and adhere to safe approach and passage distances. Come to a complete stop if your
 view is obstructed by steam or fog.
- Dangerous areas have signage and signals to warn of potential site hazards. Remotely activated signs will notify and warn site travelers not to enter designated areas when lights are flashing.
- Remain aware of audio warning devices trains, auto, mobile equipment backup alarms, overhead cranes, plant start-up etc.
- Heavy equipment always has the right of way. Stay at least 40 feet back from all equipment.
 Continually check your surroundings and never position yourself in the blind spots or swing radius of mobile equipment (material handler, pot hauler, etc.). Do not move near equipment that has not acknowledged your presence. Stay out of tipping radius of any trailer that raises its bed to dump.
- Do not park on or near a railroad track. Maintain a clearance of 20 feet from the centerline of the railroad tracks at all times.
- All pedestrian and vehicle traffic are prohibited from going under any conveyor system when the slag plant is operating, due to the hazard of falling material.

QUALITY INSPECTION POLICY

SDI understands that iron and steel by their nature, are unique commodities, and will work with all our Suppliers to ensure our quality specifications and standards are fair and equitable. To complement our Iron and Steel Specifications Manual, SDI has implemented the following:

- A strict inspection procedure. Every truck or railcar which enters our facility will be inspected at our scales, pass through radiation detection, and be inspected by trained inspectors when dumped or unloaded. No raw materials will be received without a purchase order.
- 2. Any loads failing to meet our standards, as outlined, will be rejected. If the load is acceptable scrap, but does not match the intended purchased grade, it will be at the discretion of Steel Dynamics whether to accept the load as a downgrade or to reject the load. The decision will be made, and all involved persons notified prior to vehicle leaving site. If the load is downgraded, then the Supplier must determine whether to return the load or accept the downgraded price. Ongoing rejections and downgrades are costly and inefficient for both Suppliers and Steel Dynamics.



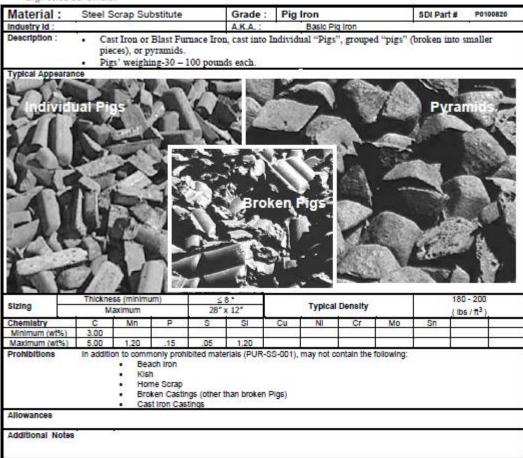
Material:	Steel Scrap	Grade :	All	SDI Part #	N/A
Industry Id :	ISRI#'s: N/A	A.K.A.:	N/A		
Scope :	The following general quality purposes of melting at the P		scrap grades purc	hased by Steel Dynamics, I	nc. for the
Special Defin	itions :	-			
	"Downgrade"	may, by agreement by S	SDI-PIT and suppli	to not conform to its represe er, be downgraded and acc OP-809 for downgrading pi	epted as an
	"Free of"		greater than that w	hall not contain any amount filch is unavoidable in the c grade.	
	"Free of alloys"	within the steel, do not of Alloy Steel. Residual len Chromium (Cr Nickel (NI) Manganese (N Molybdenum (occur at levels con vel of elements cor) 0.20% 0.30% (In) 1.5% (Mo) 0.10%	ent of the elements listed by sistent with the purposeful of ntained within the Scrap sha manganese, shall not excee	reation of an ill not exceed:
	"Grade"	A classification of scrap ferrous scrap classificat		nstitute of Scrap Recycling ndor description.	Industries (ISRI)
	"Off-Grade"	Applicable Applicable Applicable	e size limitations e requirements of r e requirements of r	materiai "kind"	IS).
General Spec	ifications :	-			
General Spec	Cast Iron	contain less that 1% (by	weight) of cast iro	on or Pig Iron grade, all sora ins unless otherwise noted i g Iron, composite brake sho	n the spec. This
	Cleanliness	All grades shall be free	of excessive rust, (corrosion, dirt, oil, or grease	
	Fracking Scrap	All grades are to be free hazardous materials (e.		I perforation tools/piping an oclated with fracking.	d all other
	Hazardous Materials	electronic waste (to the waste, military-scrap (in	extent practicable; cluding ammunitio ors), radioactive ma	rials, including, but not limit , explosives, flammable ma n casings), oil-flied devices aterials, or refrigerants or re or condensers),-	terlais, hazardous (e.g.
		that may contain chlorin (e.g., carpeting, clothing	ated plastics inclu j, foam, furniture, S ing materials), or p	practicable of chlorinated plo de, but are not limited to, co styrofoam), containers (e.g. plastic motor vehicle compo	nsumer products bags, bottles,
		materials. Materials that based paints, gasoline t	t may contain lead anks, metal gutter	practicable of lead and lead include, but are not limited ing and other terne material ider, radiators, and leaded j	to batteries, lead- , mufflers and tall

PUR-SS-801, Rev.6

Hazardous Materials -	All grades must be depleted to the extent practicable of mercury and mercury-
Continued	containing materials. Materials that may contain mercury include, but are not limited to: mercury-wetted or -containing relays, switch gear, rectifiers, gauges, manometer, barometers, thermometers, and fluorescent lighting fixtures.
	All grades must be depleted to the extent practicable of organic liquids. Materials that may contain free organic liquids include, but are not limited to, oil filters engine blocks, oily turnings, oily machine shop borings, or storage drums or totes.
Inspection	All material is to be suitable and acceptable to Steel Dynamics, Inc. based upon inspection as per TR-SOP-809.
Loading/Unioading	All grades must be capable of being loaded and unloaded by electromagnet. Seller's Indemnification includes indemnification for delivery under this Purchase Order by means of any frameless trailer. Seller agrees that it shall be solely liable for any and all damages, including any clean up andior SDI down time resulting from Seller's utilization of any frameless trailers for delivery of the product covered by this Purchase Order. Seller shall be responsible for any costs, altomey fees or any consequential damages incurred by SDI for recovery of the Items due or owed by Seller under this paragraph.
Motor Vehicle Shred	Motor vehicle shred providers must participate in the National Motor Vehicle Switch Removal Program (NMVSRP) or another U.S. EPA-approved mercury switch removal program.
Non-Ferrous	Non-Ferrous: All grades are to be free of Non-Ferrous materials. Non-Ferrous materials include, but are not limited to, copper (electric motors, piping, compressors, wires, brass/bronze castings), aluminum, chromium (plated articles) or lead.
Non-Metallics	All grades are to be free of Non-Metallic Materials. Non-Metallic Materials include, but are not limited to, wood, paper, fiber, piastics, rubbers, foam, fluff, siag, concrete, dirt, or grease and oils.
Off-Grade	The grade shall be free of Off-Grade materials except where the vendor can demonstrate that inclusion of negligible amounts of Off-Grade materials are unavoidable in the customary preparation and handling of the grade involved.
Radioactivity	All grades shall <u>not</u> contain radioactive materials. Scrap loads found containing radioactive sources are to be immediately rejected and managed in accordance with TR-SOP-809. Under no circumstances shall any radioactive scrap be subject to acceptance through downgrade.
	Potential radioactive items that might be found in the scrap supply include, but are not limited to, industrial gauges, industrial radiography devices, medical therapy devices, beta- or gamma- particle emitting devices, static eliminators, pipe or casing scale, contaminated metal, or welded pieces.
Sealed Containers	All grades shall <u>not</u> contain Closed, Enclosed or Sealed Containers. Such containers may be accepted providing they have been processed such that, one end has been removed, a minimum of two large holes broach the "sealed" portion of the container, or the container has been cut in half. Closed, Enclosed, or Sealed Containers include, but are not limited to:
	Hydraulic or gas cylinders Air, Freon, Acetylene, Oxygen, Propane tanks Automotive rear ends Gear cases Shock absorbers Closed ball valves Sealed units (e.g. refrigeration compressors) Any vessel which contains and retains gases, oils, or fluids
Stainless Steel	All grades shall be free of stainless steel.
Tin Plate	All grades shall be free of tin-plated materials.

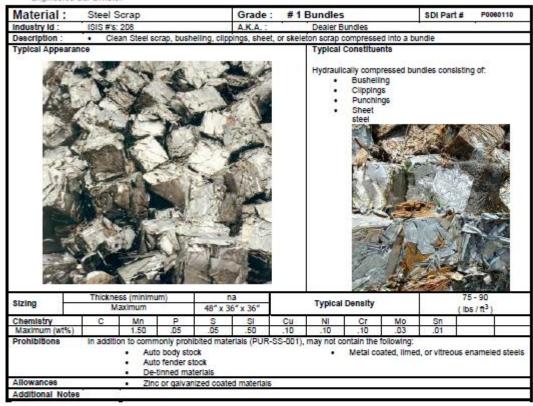
PUR-SS-801, Rev.6





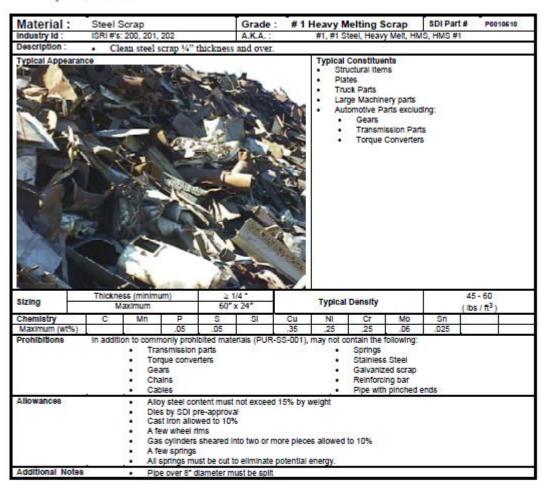
PUR-SS-802. Rev. 1





PUR-SS-803, Rev. 1





PUR-SS-804, Rev. 6



Material:	Steel Scrap		Grade:	#2	Heavy M	lelting S	crap	SDI Part	#	P0020520
industry ld :	ISRI#'s: 203, 204, 205, 2	206	A.K.A.:	837	#2, HMS	#2, #2 Str	eel	AC	- 1	
Description :	Steel Scrap, black May include auto must be cut and d Free of sheet iron	omotive scrap drained).	if properly			ads, torqu	te conver	ters, and t	transn	ussions
Typical Appears	ince				Sm: Aut Rei Pre Pos Light	t-consume	er Pipe heel rims ar imotive par er steel goo tructural its	ds		
			1							
Sizing	Thickness (minimum)	21			Typical	Density			40 - 1	
33.05	Maximum	36")	x 24"	Cu	810000	638.055	Mo		40 - (lbs /	
Chemistry Maximum (wt%)	Maximum C Mn F	36") P S 33 .070	s 24" SI	Cu .55	NI .20	Cr .20	Mo .04	Sn .04	0.00	
Chemistry	Maximum C Mn F 0 In addition to commonly Municipa Turnings Stainless Tin Coats Lead Coo Vitreous White Go	36") P S 33 .070 prohibited mate al scrap s steels ed steel ated Steel enameled mate bods	s 24" SI riais (PUR-S	.55	NI .20	Cr .20	.04	Sn	0.00	7.7
Chemistry Maximum (wt%)	Maximum C Mn F In addition to commonly Municipa Turnings Stainless Tin Coate Lead Coo Vitreous White Go Pipe with Aloy stee Cast inon May cont Gas cylin	36" s S OTO prohibited mate il scrap s steels ed steel ated Steel enameled mate	x 24" SI strais (PUR-S rials not exceed 2 #1 Heavy M tto two or mo	.55 S-001), 25% by v weight reliting St ore piece	NI 20 may not or weight	Cr .20 ontain the	.04 following:	Sn .04	0.00	
Chemistry Maximum (w5%) Prohibitions	Maximum C Mn F In addition to commonly Municipa Turnings Stainiess Tin Coats Lead Co Vitreous White Go Pipe with Aloy stee Cast iron May cont Gas cytin Reinforci	36") P S 33 .070 prohibited mate al scrap s steels ed steel ated Steel enameled mate sods a pinched ends el content must al noment allowed and undersized deers sheared in deers sheared in content allowed.	stals (PUR-S) rials (PUR-S) rials not exceed 2 d to 25% by #1 Heavy M ito two or mo exceed 25%	.55 S-001), 25% by v weight elting St tre plece by well	NI 20 may not or weight ee/ if prepares allowed in ght	Cr .20 ontain the	.04 following:	Sn .04	0.00	

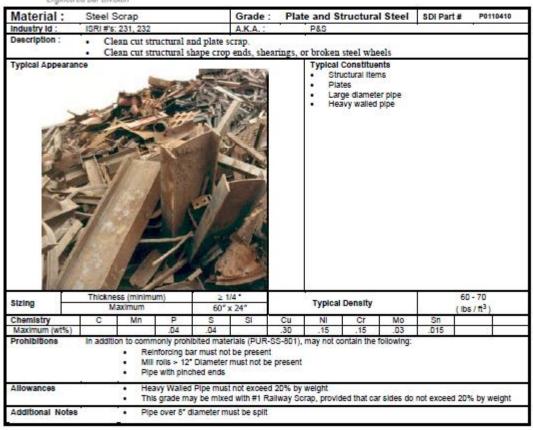
PUR-SS-806, Rev. 5



	Steel Scrap	Grade :	# 2 Bundles	SDI Part #	P0070120
ndustry ld :	ISRI #'s: 209, 218	A.K.A.:	Bales, Bundles		X
Description :			lly compressed into rectangular of ty compressed into rectangular of		s of Increasin
Typical Appeara	nce				
Sizing	Thickness (minimum) Maximum	N/a 24" x 36" x 48"	Typical Density		-70 (/ft ³)
Chemistry	Maximum C Mn P	24" x 36" x 48" S SI	Cu NI Cr N	(lbs	/ft ³)
Sizing Chemistry Maximum (wt%) Prohibitions	Maximum C Mn P Maximum Chemis	24" x 36" x 48" S SI stries are difficult to de		(lbs do Sn from bundle to bundle	/ft ³)

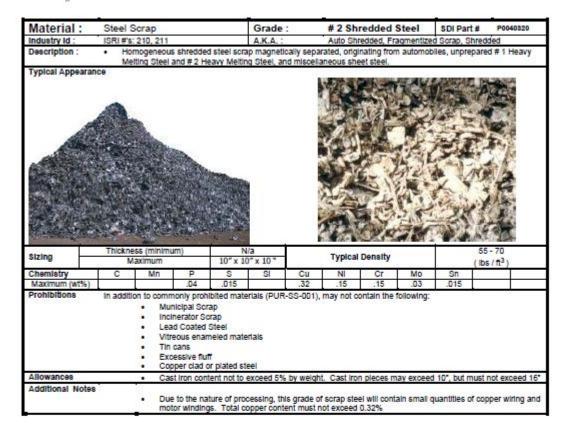
PUR-SS-805, Rev. 1





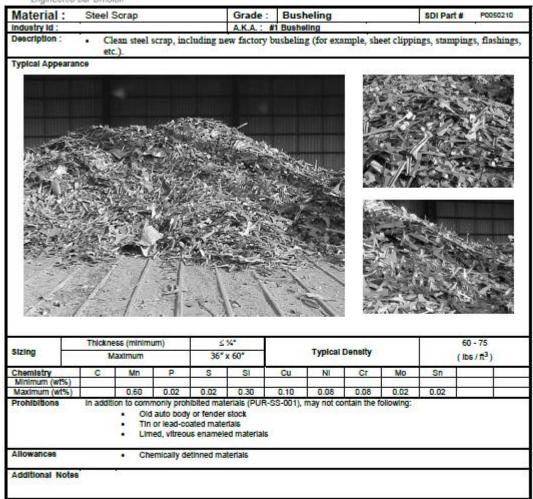
PUR-SS-807, Rev. 5





PUR-SS-808, Rev. 2





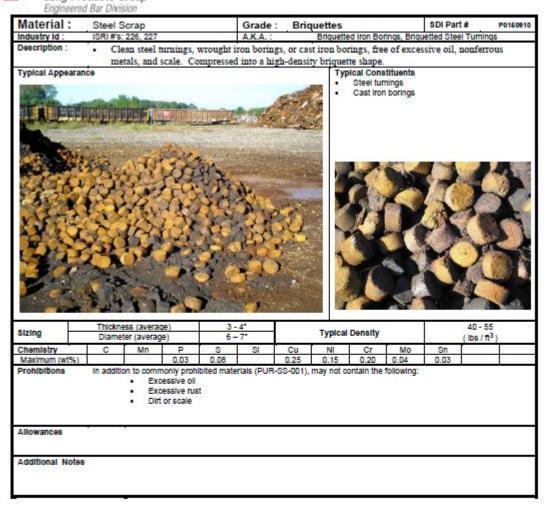
PUR-SS-809, Rev. 1



Description: • C	s: 220, 222, 22 lean steel tur cale.		wrought	A.K.A.: iron or cas	. 88		Typical Ma Cat		ents o turnings ings		oil, and
Description: • C	lean steel tur		wrought	iron or cas	t iron bo		Typical Ma Cas	Constitue chine shop st iron bori	etals, exc ents o turnings ings		oil, and
							 Ma Cas 	st iron bori	turnings ings		
	n-se						· · · · · · · · · · · · · · · · · · ·			がは十二人	
	100		T.								
	ness (average)		<	1/8*		Typica	I Density			35 - 5	
Chemistry C	eter (average)) P	S	01	Cu	NI		Mo	Sn	(lbs / f	12)
Maximum (wt%)	Mn	.03	.070	SI	0.25	0.15	.20	.04	0.03		-
Prohibitions In add	 Exces Dirt or 	only prohi ssive oil ssive rus or scale errous m	st	eriais (PUR-	·SS-001),	may not o	contain the	following:			
Additional Notes											

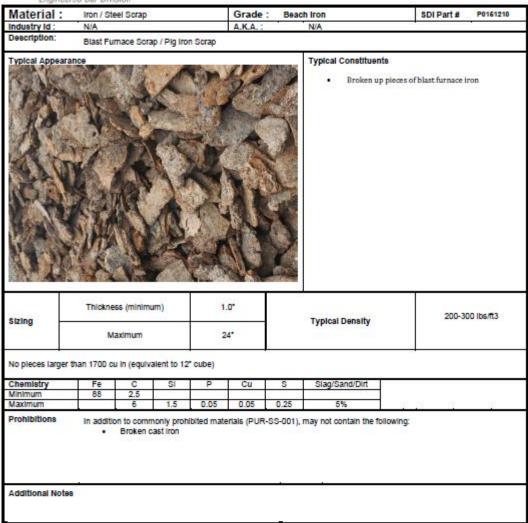
PUR-SS-810, Rev. 1



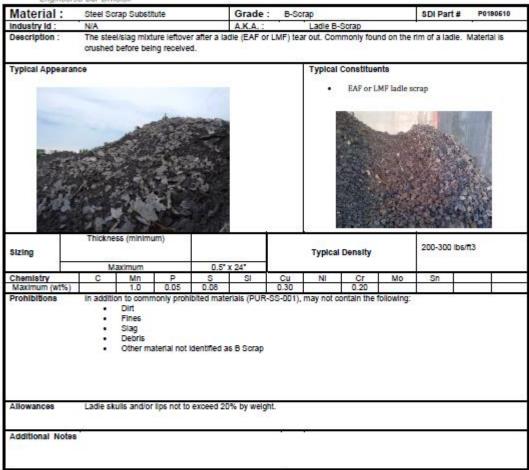


PUR-SS-811, Rev. 1









PUR-SS-814, Rev. 1



Material:	Steel S	crap			Grade	:	# 1 Shr	redded (Steel	SDI Pari	# P00	30310
Industry Id :	ISRI#'s:	210, 211			A.K.A.:		Auto Shr	edded, Fra	agmentized	Scrap, S	hredded	
Description :	auti sho	mogeneous omobiles, a ould be mai terial. Tota	appliances nually rem	, heavy me oved. Add ontent mus	eiting steel litional prod st not exce	and misce cessing is p ed 0.20%.	llaneous si performed	heet steel.	All obviou	us nonmet	allic and co	opper
				1	Typical A	ppearance	+					
												のでは、一個のでは、
Sizing		ess (minimu laximum	ım)	10" x 10	/a		Typical	Density			55 - 70	
Chemistry	Fe Total	Fe Met	Cu	Cr Cr	Mn	NI	Sn	Mo	SI	Р	(lbs/ft ³) S	
Minimum (wt%)	95	95	-	-	-	-		-	-		-	 _
Maximum (wt%)	-	-	0.20	0.15	1.50	0.20	0.02	0.03	0.20	0.05	0.10	
Prohibitions		Mot Ren	or vehicle s noval Prog	shredded s ram (NMV:	crap comr SRP) or ar	modity prov nother U.S.	(ders must EPA-appr	participat oved merc	e in the Na xury switch	ational Mot removal p	or Vehicle orogram.	Switch
Prohibitions		Incl Lea Vitr Tin Cop Ele Rei Tun Bor Hig	cans or tin oper clad o ctric Motor inforcing Ba nings ings in Alloy Ste e sessive Flu	rap Steel neled mate n-plated ma or plated ste s ar or Reba	aterials eel r	ot						
Allowances			terial is sub	bject to visi								d
		OVE		eu materia.	i, mechani	car weight	ig on certai	ieu ocares,	, and radia	aon detec	DOIL.	

PUR-SS-816, Rev. 1

IRON & STEEL COMMODITY SPECIFICATION, SAFETY, AND ENVIRONMENTAL COMPLIANCE AGREEMENT

The undersigned seller has read and agreed to Steel Dynamics Pittsboro Iron & Steel Specification manual. This includes general terms and conditions, environmental issues, closed containers/sealed units, radioactive material, other unacceptable material, and material specifications.

The supplier acknowledges that Steel Dynamics Pittsboro may not accept any shipment in whole or in part that does not meet the conditions and specifications described within the Specifications Manual. The vendor also acknowledges that by violating this agreement they may be disqualified from supplying raw material to Steel Dynamics Pittsboro.

Although Steel Dynamics Pittsboro will exercise reasonable effort to inspect scrap shipments, materials supplied can contain elements not readily detected during normal inspection, which expose Steel Dynamics Pittsboro to hazards associated with use. Such elements may include, for example, sealed containers, radiation sources, hazardous or flammable liquids, etc. In all cases Steel Dynamics Pittsboro acceptance of any shipment shall not constitute any waiver of its rights to pursue claim of damages if subsequent use results in damage or injury to personnel or property.

I, the undersigned supplier, or authorized representative of said supplier, do hereby acknowledge receipt and understanding of the specifications and conditions of this agreement.

Please complete an	nd return by email upon receipt:	
Darryl McArthur Darr	ryl.McArthur@steeldynamics.com	Direct: (317) 892-7137
Supplier's Name:		
Company Name:		
Address:		
City/State/Zip:		
Phone:	Ext: Mobile:	Fax:
Email:		
Signature:	Title:	
Radiation Detection	Equipment Manufacturer Name & Mo	odel Number:
Hand Held	Truck	Rail
Rail Line	Shipping Yard Location	ns

NON-DISCLOSURE AGREEMENT

Dear Supplier:

Thank you for your interest in serving as a Supplier to Steel Dynamics Pittsboro. For purposes of evaluating a potential business relationship between Steel Dynamics and Supplier, Supplier has requested that Steel Dynamics furnish Supplier with certain information relating to the operations, assets, finances, transactions and general business of Steel Dynamics and its affiliates (the "Confidential Information"). Steel Dynamics agrees to provide such Confidential Information to Supplier, subject to the express terms of this agreement ("Agreement").

For purposes of this Agreement, Confidential Information shall include but not be limited to all data, reports, records, trade secrets, financial statement and projections, customer and supplier identities and information, and/or other information and materials, whether in written, oral, electronic or other format, disclosed to Supplier both prior to and subsequent to executing this Agreement; in addition to any analyses, notes, reports, memoranda, work papers or work product prepared by Supplier or any of Supplier's employees, agents or representatives ("Supplier Representatives") derived from, based upon or containing Confidential Information. Confidential Information shall be expressly included in the fact that Steel Dynamics and Supplier are contemplating a business relationship and the fact that Supplier has been permitted access to the Confidential Information.

In consideration of Steel Dynamics furnishing the Confidential Information, Supplier agrees to the following:

- 1. Supplier shall maintain such Confidential Information in strict confidence. Supplier shall not, directly or indirectly, disclose the Confidential Information to any other person or entity without the written consent of an authorized Officer of Steel Dynamics; provided, however, Supplier may disclose Confidential Information (a) subject to Section 3 of this Agreement, to those of Supplier's Representatives that have a need to review the Confidential Information to assist Supplier in evaluating the business relationship; and (b) subject to Section 7 of this Agreement, if required by law or valid legal process.
- 2. Supplier shall not use the Confidential Information for any purpose other than in connection with the business relationship and shall not use the Confidential Information in any manner that exploits or disadvantages Steel Dynamics or benefits any third party.
- 3. Supplier shall inform Supplier Representatives of Supplier's obligations under this agreement and will obligate Supplier Representatives to abide by the terms of this Agreement. In any event, the actions and omissions of Supplier Representatives shall be deemed by actions of Supplier with respect to the Confidential Information and, Supplier agrees that it is liable for any breach of this Agreement by Supplier Representatives. Supplier acknowledges and agrees that any unauthorized use or disclosure of the Confidential Information shall constitute a material breach hereof and shall cause irreparable harm and loss to Steel Dynamics and its affiliates.
- 4. Upon Steel Dynamics request, Supplier shall either destroy or return to Steel Dynamics (at Steel Dynamics election) all Confidential Information (including all copies thereof) in possession of Supplier or Supplier Representatives.

- 5. Supplier shall take such action within five (5) business days of any such request and upon request of Steel Dynamics, shall supply Steel Dynamics with a written certification that Supplier has fulfilled its obligations under this Section 4.
- 6. Supplier shall acknowledge and agrees that Steel Dynamics is the exclusive owner of the Confidential Information, including all intellectual property rights contained therein. No license or conveyance of any such rights is granted to Supplier or implied under this Agreement.
- 7. If Supplier and/or Supplier Representatives are required by law or valid legal process to disclose any of the Confidential Information, Supplier shall provide Steel Dynamics with prompt written notice so that Steel Dynamics may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement for purposes of such limited disclosure. If, in the absence of a protective order or the receipt of a waiver by Steel Dynamics, Supplier and/or Supplier Representative are nonetheless required to disclose Confidential Information, Supplier and/or Supplier Representatives may, without liability hereunder, disclose only that portion of the Confidential Information which, in the opinion of its respective counsel, is legally required to be disclosed.

Supplier understands that Steel Dynamics makes no representations or warranties regarding the accuracy or completeness of any Confidential Information. Supplier agrees that Steel Dynamics shall have no liability to Supplier or any Supplier Representative arising out of or in connection with the Confidential Information.

It is further understood that Steel Dynamics has appointed Kevin Rupp, or his designee ("Agent") as its contact person for purposes of this Agreement. Supplier agrees that it shall direct all communications and requests for information regarding Steel Dynamics through Agent or Agent's designated legal counsel. Supplier understands that unless specifically authorized by the Agent, Supplier and Supplier's Representatives may not contact any other employee, or representative of Steel Dynamics. In addition, Supplier and Supplier Representatives shall be prohibited from contacting any Steel Dynamics customers or Suppliers unless first receiving written authorization from Agent or an authorized Officer of Steel Dynamics.

Supplier further acknowledges and agrees that Steel Dynamics shall have no obligation to authorize or pursue a business relationship with Supplier or any other party. Steel Dynamics shall be free to pursue a potential business relationship with any party, as Steel Dynamics in its sole discretion shall determine.

This Agreement shall remain in full force and effect for so long as Supplier has access to any Confidential Information, and for a period of five (5) years thereafter. In the event of any breach of this Agreement by Supplier or Supplier's Representatives, Steel Dynamics, and its affiliates, (in addition to and not in lieu of any other remedies at law or in equity that it may have), shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Indiana, without regard to its conflicts of law rules. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. If any portion of this

agreement shall be deemed unenforceable, the balance of this Agreement shall remain enforceable and be interpreted as if the unenforceable provision is deleted from this Agreement. This Agreement shall bind Supplier's successors and assigns, and any assignment of this Agreement by Supplier without prior written consent of Steel Dynamics shall be void. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended or modified only in a written instrument executed by the parties hereto.

If Supplier agrees with the foregoing, please sign and return one copy of this Agreement to Steel Dynamics, which thereupon will constitute an Agreement between parties, each intending to be legally bound, with respect to the subject matter hereof.

Very truly yours,
Steel Dynamics, Pittsboro, Indiana
BY:
TITLE:
ACCEPTED AND AGREED TO: SUPPLIER
BY:
TITLE:
COMPANY:
Date Signed:

APPENDIX A – ADDITIONAL TRUCKING INFORMATION



DRIVERS MUST READ THIS CARD BEFORE UNLOADING AT STEEL DYNAMICS: SIDE1

Think Safe Work Safe

SAFETY - Your Safety Is Your Personal Responsibility

- 1. HARD HAT Must be WORN AT ALL TIMES.
- 2. GLASSES Must wear safety glasses WITH SIDE SHIELDS.
- 3. SHIRT -Short sleeve shirt with a minimum of a 4" sleeve
- 4. LONG PANTS Are required, this means NO SHORT PANTS while on site.
- CLOSED-TOE SHOES Leather, tennis shoes or boots WHILE ON SITE.
- 6. HI-VIS VEST Must be worn when outside the truck.

DRIVING ON STEEL DYNAMICS PROPERTY

Drivers MUST obey the speed limit signs.

Where no signage is posted 20 MPH is the maximum speed.



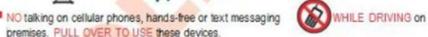


Trucks MUST NOT park or stop on railroad ______ tracks and must park at least 15 ft. from tracks.





Rairoad and pedestrian traffic ALWAYS have the right of way.



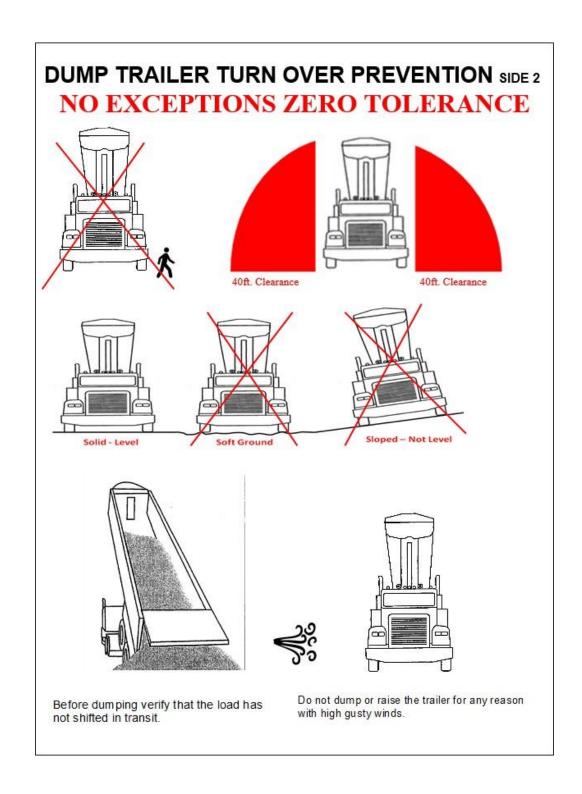
Drivers MUST wear seat belts when driving in the plant.

Frearms or other weapons are NOT allowed on the plant site.

(OONTINUED ON BACK)

Ultimately it is the drivers responsibility to determine if the load is safe to dump. Failure to adhere to any of the above requirements will result in not being unloaded and may jeopardize future participation with Steel Dynamics Inc.

SDI Monitors Channel: #10



TOWING AND RECOVERY CALL LIST FOR RECLAIM

Zore's Towing – zorestowing.com – 317.247.8484

Ploughe Wrecker Service – Pittsboro – 317.892.7334

APPENDIX B: DUMP TRAILER TIP-OVER PREVENTION PROGRAM



Trailer/Container Door Condition

- Check all welds for breaks and/or corrosion
 Maintain (grease) and
- inspect all hinges
 Maintain (grease) and inspect all
 - chains/binders





Rear Suspension / Trailer Frame:

- Check all airbags for proper inflation (free of leaks).
- Ensure all mounting brackets are free of corrosion.
- Ensure all lines to airbags are in good condition (free of chafing or leaks)



- Ensure there are no broken:
 - Springs -
 - Spring Center Bolts -
 - Shackle Bolts —



 Ensure all hinge/dump pins are maintained, lubricated and in good condition (free of cracks and/or excessive wear)



Rear Suspension / Trailer Frame - Continued:

Ensure tires are properly inflated.
 Ensure rims/wheels are free of cracks, breaks and missing/broken lugnuts.



 Ensure the frame of the dump trailer or roll-off container has no breaks in the frame. Ensure all bolts and welds are in good condition and properly securing the trailer or rolloff frame to the chassis of the trailer.



Dump Tub / Trailer Frame:

 Inspect and maintain dump tub properly to ensure it's free of breaks, cracks, broken welds and broken mounting brackets.



 Ensure all cylinder mounts are properly lubricated and free of cracks or breaks.



 Ensure all cylinder pins are visibly in place and not working their way out of their mounts.



Dump Tub / Trailer Frame - continued:

 Inspect all hydraulic cylinders, fittings, hoses and valves for blown, bulging or leaking seals.



 Ensure all rollers on a roll-off trailer have a retaining bolt or cotter key present in order to prevent the loss of a roller.



Landing Gear & Fifth Wheel Area:

 Inspect all landing gear bolts, brackets and welds for excessive wear and/or corrosion. Ensure all bolts are tight, not allowing the landing gear to move while in use.



 Ensure fifth wheel plate is free of cracks and that the fifth wheel pin is secure and in good condition.



 Check hydraulic fittings for cracks, leaks or missing parts.



Scrap metal bundles should be loaded with a grapple or magnet in order to ensure even distribution of material.





Plate & Structural-type material should be loaded with a grapple or magnet in order to ensure even distribution of material.

Evenly Loaded Trailer - Best Practice





Unevenly Loaded Trailer – Tip Over Risk

Unnecessary Void



Busheling-type material should be loaded with a grapple, magnet or conveyor in order to ensure even distribution of material.





Unevenly loaded trailer - Tip over Risk



Turnings and Borings should be loaded with a conveyor, magnet or loader in order to ensure even distribution of material.

Evenly Loaded Trailer - Best Practice



Unevenly loaded trailer - Tip over Risk



Shredded scrap should be loaded with a magnet or loader in order to ensure even distribution of material.

Evenly Loaded Trailer Best Practice



Unevenly Loaded Trailer

Tip over Risk



APPENDIX C: EXAMPLES OF NON-CONFORMING OR OFF-SPEC MATERIALS

#1 Busheling

NONCONFORMANCES SUBJECT TO REJECTION

1. Low Density, Tangled Material









#1 Busheling (cont.)

NONCONFORMANCES SUBJECT TO REJECTION

1. Tangled and Oversize length and/or thickness



1. Wire, Copper Wire, Rebar, etc.





2. Nonmetallics, Fines, Millscale, Dirt, etc.





Miscellaneous

NONCONFORMANCES SUBJECT TO REJECTION

1. Nonmetallics, Dirt, Yard Clean-ups, etc.





APPENDIX D: CALCULATING THE BULK DENSITY OF DELIVERED SCRAP

1. Determine the cubic feet volume of the truck trailer or railcar.

Measure the inside length, width, and height of the truck trailer or railcar in feet. Multiply these three numbers.

Railcar Volume = Length X Width X Height = 52.5 feet X 9.5 feet X 5.5 feet = 2,743 cubic feet

2. Determine the total pounds of scrap in the truck trailer or railcar.

Subtract the tare weight of the truck trailer or railcar from the gross weight of the truck trailer or railcar.

Scrap Weight = Railcar Gross Weight - Railcar Tare Weight = 170,000 lbs - 68,000 lbs = 102,000 lbs

3. Estimate the percentage of the truck trailer or railcar that has been filled with scrap.

Visually estimate the fullness of the truck trailer or railcar from a range of 0 to 100%.

Railcar Fullness = 75%

4. Calculate bulk density of the scrap in the truck trailer or railcar using previously determined data.

Multiply the truck trailer or railcar volume by the truck trailer or railcar fullness to estimate scrap volume.

Scrap Volume = Railcar Volume X Railcar Fullness = 2,743 cubic feet X 75% = 2,057 cubic feet

Then divide the scrap weight in the truck trailer or railcar by the scrap volume in the truck trailer or railcar.

Bulk Density of Scrap = Scrap Weight / Scrap Volume = 102,000 lbs / 2,057 cubic feet = 50 lb/ft3

5. Compare the calculated bulk density of the scrap with the minimum density specification.

The estimated bulk density of the delivered scrap is 50 lb/ft³. Compare this value to the minimum density specified for the corresponding scrap commodity outlined in the *Iron* & *Steel Scrap Specifications Manual* to determine if the load is within conformance. Downgrade or reject the load if it does not meet the minimum density specification for the corresponding scrap commodity.

As an example, had this railcar been a delivery of #1 Shredded scrap, it would not pass the minimum density specification of 58 lb/ft³. The scrap inspector would then evaluate whether this load could be downgraded to #2 Shredded scrap at a minimum density of 50 lb/ft³. After inspecting the railcar, it was determined that the load contains more than 5% non-ferrous and non-metallics. This violates one of the prohibited items in the #2 Shredded specification which therefore warrants the rejection of this railcar.