



Hazardous Substance Removal Compliance Contract

**Schnitzer Steel Industries is required by 40 CFR §§ 63, 82 & 761
to have all scrap customers certify the following:**

As a portion of Schnitzer’s material source control program all suppliers of automobiles, appliances and other light iron products destined for shredding (collectively “light iron”) are required to sign a Hazardous Materials Compliance Contract (HMCC) prior to delivering to our U.S. facilities. The HMCC is the supplier’s certification that hazardous materials are not present in scrap metal delivered to our facilities. Each MRB Region maintains a separate HMCC which can be obtained from our purchasing staff or other facility employees.

Refrigerants:

Seller hereby certifies that all appliances, including without limitation motor vehicle air conditioning units, delivered to Schnitzer Steel Industries (SSI) are, and/or will be, free of any and all “refrigerants” and any substitutes (including but not limited to chlorofluorocarbons (CFCs) and hydro chlorofluorocarbons (HCFCs), as defined in §608 of the Clean Air Act Amendments and 40 CFR Part 82) and that all such refrigerants or substitutes were, and/or will be, removed and recovered in accordance with the requirements of 40 CFR 82.156(g) or (h) prior to delivery of the appliances to SSI. Seller agrees to defend, indemnify and hold SSI harmless from any claim, penalty, fine, fee, cost or other liability (including reasonable attorneys’ fees at trial and appeal) resulting in whole or part from Seller’s breach of this certification.

PCB-Containing Small Capacitors:

Seller hereby represents and warrants that all appliances to be delivered to SSI have been, and/or will be, inspected for small capacitors, and that all PCB-containing small capacitors have been, and/or will be, removed before delivery to SSI. Seller agrees to defend, indemnify and hold SSI harmless from any claim, penalty, fine, fee, cost or other liability (including reasonable attorneys’ fees at trial and appeal) resulting in whole or part from Seller’s breach of this certification.

Mercury Switches:

Seller further certifies that all vehicles delivered to SSI have been, and/or will be, inspected for mercury switches in hood and trunk convenience lights, and that all such switches were, and/or will be, removed or stripped of mercury-containing components prior to crushing and delivery to SSI. Seller also certifies that these mercury-containing components were, and/or will be, managed in accordance with state and federal requirements. Seller agrees to defend, indemnify and hold SSI harmless from any claim, penalty, fine, fee, cost or other liability (including reasonable attorney’s fees at trial and appeal) resulting in whole or part from Seller’s breach of this certification.

Seller:

VENDOR NUMBER IF KNOWN

SELLER (COMPANY)

ADDRESS

CITY, STATE & ZIP CODE

CONTACT NAME AND PHONE NUMBER

AUTHORIZED SIGNATURE

DATE