

ACME Metals & Recycling, Inc. “ACME”

General Terms and Conditions

Entry onto ACME Property

1. ENTIRETY. These Terms and Conditions (“Terms”) are the only terms and conditions which govern (1) the Sale of Goods and/or Services by ACME, (2) the Purchase of Goods and/or Services by ACME, and (3) entry on ACME Property. These Terms supersede all other terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. These Terms represent the final and complete understanding of the parties and may be amended or canceled only with the express written consent of an ACME officer. Acceptance is expressly limited to these Terms. Any proposal for additional or different terms or any attempt to vary these Terms is hereby deemed material and is objected to and rejected by ACME. No terms of any document or form submitted by You shall be effective to alter or add to these Terms. These terms apply to all persons and entities conducting business with ACME and/or those entering onto ACME property, including but not limited to employees, agents, and representatives of such persons and entities.

2. ENTRY ONTO ACME PROPERTY: Your entry onto ACME Property (including, but not limited to 64 Napier St, Springfield, MA 01104) is conditioned on the following:

1. You acknowledge and agree that in addition to agreeing to these terms yourself, you have authority to agree to these terms on behalf of your employer.
2. You acknowledge and agree that you assume all risk of accidents, personal injury, death, property loss, or damage sustained as a result of your presence on the property, including damage or injury caused by third parties.
3. You acknowledge and agree to waive, release, and discharge ACME , including its past, present, and future parents and affiliates, and their past, present, and future employees, agents, representatives, directors, and owners from any and all liabilities, actions, claims, causes of action, suits, damages, losses, judgments, and demands whatsoever, in law or equity, including legal fees and disbursements, which you, any company or business entity that you represent, or your heirs, executors, administrators, legal representatives, successors, or assigns may now or hereafter have against ACME and its past, present, and future parents and affiliates, including their past, present, and future employees, agents, representatives, directors, and owners, arising from or relating to your entry and use of the property, expressly including, but not limited to, the loading or unloading of cargo.
4. You acknowledge and agree that it is your sole responsibility in visiting the property to weigh the risks and dangers involved and to see to your own safety.
5. You acknowledge and agree that you are solely responsible for your acts and omissions relating to your conduct on the property, including the manner and means of loading and unloading cargo, and the purchasing, handling, and processing of material.
6. You acknowledge and agree that you shall be solely responsible and bear all costs and expenses associated with (1) any damage to the property arising from or relating to your entry and/or acts and omissions committed on the property, (2) any damages and loss caused to third parties and/or third party property, and (3) any and all injuries, including death, to third persons resulting from or related to your acts and omissions while on the property.

3. WORK TO BE CONDUCTED IN ACCORDANCE WITH APPLICABLE REGULATIONS. You acknowledge and agree that the loading and unloading of cargo and the handling, purchasing, and processing of any material on ACME Property will be performed only by properly trained and experienced personnel and in compliance with all applicable OSHA standards and in compliance with your company's policies and procedures.

4. AGREE TO ABIDE BY ALL ACME POLICIES. You acknowledge and agree that while on ACME Property, you will abide by all current ACME, rules, regulations, and requirements, which may be modified from time to time. A copy of the current ACME rules, regulations, and requirements can be found at www.acmerecycling.com

5. INDEMNIFICATION. You acknowledge and agree to indemnify and hold harmless ACME, including its past, present, and future parents and affiliates, and their past, present, and future employees, agents, representatives, directors, and owners from any and all liabilities, actions, claims, causes of action, suits, third-party claims, damages, losses, judgments, and demands whatsoever, in law or equity, including legal fees and disbursements, arising out of or related to your entry onto the property and/or your acts and omissions, including, but not limited to those relating to the loading and unloading of cargo and the purchasing, handling, and processing of materials.

6. GOVERNING LAW. Any dispute arising out of or related to these Terms will be governed by and construed in accordance with the laws of the State of Massachusetts without regard to any rule on conflicts of laws and exclusively litigated in a state or federal court located in the State of Massachusetts.

7. SEVERABILITY. The unenforceability or invalidity of any clause in these Terms shall not have an impact on the enforceability or validity of any other clause in these Terms. Any unenforceable or invalid clause shall be regarded as removed from these Terms to the extent of its unenforceability and invalidity.

8. MISCELLANEOUS. You shall not assign any of your rights or obligations under these Terms without the prior written consent of an officer of ACME. You shall comply with all applicable laws. There are no third-party beneficiaries. The section headings are included solely for the convenience of the parties.