

SUPPLEMENTAL SALES AGREEMENT:

1. ACKNOWLEDGEMENT

BUYER RECOGNIZES AND AGREES THAT:

(A) THE EQUIPMENT HEREUNDER MAY CONTAIN HAZARDOUS SUBSTANCES OR MATERIALS UNDER FEDERAL, STATE AND LOCAL ENVIRONMENTAL STATUTES, LAWS, RULES, REGULATIONS, ORDINANCES, ORDERS, DECREES AND INTERPRETATIONS INCLUDING THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA) OF 1980, AS AMENDED, CHEMICAL SUBSTANCES UNDER THE TOXIC SUBSTANCES CONTROL ACT (TSCA) OF 1976, AS AMENDED, AND HAZARDOUS MATERIALS UNDER THE HAZARDOUS MATERIALS TRANSPORTATION ACT (HMTA) OF 1975, AS AMENDED.

(B) UPON DELIVERY AND/OR REMOVAL OF THE EQUIPMENT TO BUYER, BUYER INTENDS TO CONTINUE TO USE THE EQUIPMENT IN THE SAME GENERAL MANNER INTENDED AND FOR THE SAME GENERAL PURPOSES INTENDED, UNTIL SUCH TIME AS THE BUYER CEASES USING THE EQUIPMENT.

(C) IT IS THE EXPRESS INTENT OF USS AND BUYER THAT THE TRANSFER OF TITLE TO THE EQUIPMENT (AND ANY ASSOCIATED OR CONTAINED HAZARDOUS SUBSTANCES OR MATERIALS) FROM USS TO THE BUYER SHALL REPRESENT A SALE OF A VALUABLE COMMODITY BY USS AND A PURCHASE OF A VALUABLE COMMODITY BY THE BUYER.

2. ENVIRONMENTAL INDEMNIFICATION

BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS USS FROM AND AGAINST ANY AND ALL LOSSES OR CLAIMS ARISING FROM AND/OR CAUSED BY AN ENVIRONMENTAL "RELEASE", AS DEFINED UNDER CERCLA, ORIGINATING AT ANY TIME SUBSEQUENT TO DELIVERY AND/OR REMOVAL OF THE EQUIPMENT TO THE BUYER, DUE TO ANY CAUSE WHATSOEVER, ARISING FROM, CAUSED BY, OR IN CONNECTION WITH BUYER'S COLLECTION, HANDLING, STORAGE, TRANSPORTATION, USE, MODIFICATION, SALE, TREATMENT, OR DISPOSAL OF THE EQUIPMENT AND/OR HAZARDOUS SUBSTANCES OR MATERIALS ASSOCIATED THEREWITH OR CONTAINED THEREIN.

3. TRANSFER OF TITLE

UPON SALE AND INITIATION OF REMOVAL OR DELIVERY (AS APPLICABLE) TO BUYER OF THE EQUIPMENT AND ANY HAZARDOUS SUBSTANCES OR MATERIALS ASSOCIATED THEREWITH OR CONTAINED THEREIN, TITLE TO THE EQUIPMENT AND ANY ASSOCIATED OR CONTAINED HAZARDOUS SUBSTANCES OR MATERIALS SHALL IMMEDIATELY PASS FROM USS TO THE BUYER, AND BUYER SHALL BE THE OWNER OF ALL THE EQUIPMENT AND ANY HAZARDOUS SUBSTANCES OR MATERIALS CONTAINED THEREIN OR ASSOCIATED THEREWITH.

4. ASSUMPTION OF RISK

UPON DELIVERY TO BUYER OR REMOVAL OF THE EQUIPMENT BY BUYER AND ANY HAZARDOUS SUBSTANCES OR MATERIALS ASSOCIATED THEREWITH OR CONTAINED THEREIN, BUYER SHALL IMMEDIATELY ASSUME ALL RISK OF PERSONAL INJURY, PROPERTY DAMAGE, AND/OR ENVIRONMENTAL HARM INCIDENT TO THE BUYER'S OWNERSHIP OF THE EQUIPMENT AND ANY ASSOCIATED OR CONTAINED HAZARDOUS SUBSTANCES OR MATERIALS INCLUDING ALL RISKS ASSOCIATED WITH OFF SITE ACTIVITIES.

5. DISCLAIMER

THIS MATERIAL IS SOLD AS IS, WHERE IS, WITH NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

SIGNATURE: _____

PRINT NAME: _____

COMPANY NAME: _____

JOB TITLE: _____

DATE: _____