

10501 Highway 5
Brent, AL 35034



954-561-8084
Fax: 205-316-001

ENROLLMENT, RECEIPT AND DESTRUCTION RECORD (“SBDR”)

TO: _____

Thank you for participating in our Secure Ballistic Disposal and Recycling Program. Your participation is subject to our terms and conditions described on the back hereof. By signing this Record, you indicate your acceptance of those terms and conditions.

In order to assist us in maintaining a chain of custody over the Products until they are properly destroyed and disposed of, please fill out this form and return it to us with the Products shipment.

The following Products are being shipped by you for participation in our SBDR Program:

- 1. packaged in boxes labeled ____ through ____.
- 2. packaged in boxes labeled ____ through ____.
- 3. packaged in boxes labeled ____ through ____.
- 4. packaged in boxes labeled ____ through ____.
- 5. packaged in boxes labeled ____ through ____.
- 6. packaged in boxes labeled ____ through ____.

Unless otherwise agreed by the parties, all shipping charges are the responsibility of Customer.

The products are shipped via (check one): Fiber Brokers on ____/____/____
(mm/dd/yyyy)
or
Common Carrier on ____/____/____
(mm/dd/yyyy)

(Name of Carrier)

(Receipt Number)

CUSTOMER: _____

(Signature)

BY: _____
(Name)

ITS: _____
(Title)

(Customer Name)

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ACKNOWLEDGEMENT OF RECEIPT

The Company hereby acknowledges the receipt of the Products described on the enrollment form attached hereto. The Products were received by the Company on this ____ day of _____, 20__ at the Company's location in Brent, Alabama by _____ [Name] _____ [Title].

FIBER BROKERS INTERNATIONAL, LLC.

By: _____

Its: _____

CERTIFICATION OF DESTRUCTION OF PRODUCTS

Company hereby represents and certifies to Customer that the Products were destroyed on the ____ day of _____, 20__.

FIBER BROKERS INTERNATIONAL, LLC.

By: _____

Its: _____

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TERMS AND CONDITIONS OF PARTICIPATION

ENGAGEMENT OF COMPANY

By shipping the used or spent ballistic products (described on the face hereof) (the "Products") Customer hereby agrees to engage Fiber Brokers, LLC. ("the Company") pursuant to the terms and procedures of the Company's Secure Ballistic Disposal and Recycling Program ("SBDR") and upon the terms and subject to the conditions contained herein. The Company hereby agrees to receive the Products and to dispose of them pursuant to the terms and procedures of SBDR and upon the terms and subject to the conditions herein contained.

TRANSFER OF TITLE

In consideration for the Company receiving and disposing of the Products, Customer agrees to transfer title to the Products to the Company free and clear of all liens, encumbrances or claims whatsoever. The Company shall accept title to, and assume the risk of loss of, the Products when they are received by the Company at its facility in Brent, Alabama and such receipt is acknowledged by the Company pursuant to this Agreement. Customer shall not receive any additional compensation for the Products.

PACKAGING AND SHIPPING

Customer hereby agrees to package the Products into boxes labeled pursuant to the Company's instructions and the SBDR and to load and deliver the boxes to the Company's facility in Brent, Alabama. Unless otherwise agreed to in writing by Company, Customer shall be solely responsible for all shipping costs associated with the shipping and delivery of the Products to the Company's facility in Brent, Alabama.

REPRESENTATIONS OF CUSTOMER

Customer represents and warrants to the Company that (i) Customer has title to the Products free and clear of all liens, encumbrances or claims whatsoever and was in lawful possession of the Products, at the time they were delivered to Company pursuant to the terms hereby; (ii) Customer has lawful authority to transfer title to the Company; (iii) Customer has taken all the necessary and appropriate actions and procedures under Customer's applicable policies and under all applicable federal, state and local laws and regulations, to dispose of the Products; (iv) Customer has taken all necessary and appropriate action to authorize the disposition and delivery of the Products to the Company; (v) the person/persons executing and delivering this Agreement and all instruments and documents contemplated hereby are authorized to do so on behalf of Customer; and, (vi) the execution, delivery and performance of this Agreement and all instruments and documents contemplated by this Agreement do not and will not require any consent or approval which has not been obtained.

GOVERNING LAW AND CHOICE OF FORUM

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state of Alabama. All disputes arising under this Agreement shall be resolved in a court of competent jurisdiction in Brent, Alabama and each party agrees to submit to the personal jurisdiction and proper venue of such court(s).

INDEMNIFICATION

Each party to this Agreement shall indemnify the other party against any and all losses, damages, liabilities, claims, costs and expenses (including reasonable legal fees) arising directly or indirectly out of: (i) any failure of any representation or warranty of the other party to be correct and complete when made or (ii) any failure by the other party to fully perform and observe obligations and conditions to be performed or observed by that party under this Agreement, whether any such failure is innocent, negligent, or intentional. All rights and remedies under this Section 6 are cumulative and are in addition to all other rights or remedies under this Agreement or any applicable laws.

COMPLETE AGREEMENT

This Agreement (including its exhibits), contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous discussions, negotiations, representations, or agreements relating to the subject matter of this Agreement. No changes to this Agreement shall be made or be binding on any party unless made in writing and signed by each party to this Agreement.

SUCCESSORS

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and assigns of each party to this Agreement.

LEGAL EFFECT

Nothing in this Agreement shall confer upon either party any proprietary interest in or subject either party to any liability for the business, assets, profits, losses or obligations of the other. Neither party shall be deemed a partner of, or agent for, the other. The Company and its personnel shall perform all services under this Agreement as an independent contractor, and nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or employer and employee between the Company and its personnel and Customer, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.