1. CONTRACT.
Seller agrees to protect, defend, indemnify and save TMS, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, contractors and agents (the "Indemnified Parties"), harmless from  

3. PRICING; SHIPPING & DELIVERY; TAXES.
4. INSPECTION & ACCEPTANCE.
If (a) Seller: (i) becomes insolvent; (ii) has a business failure, dissolves or is dissolved; (iii) enters (voluntarily or involuntarily) any bankruptcy, receivership, insolvency or reorganization proceeding; 

13. LAW & DISPUTE RESOLUTION.
Seller and TMS are independent contracting parties and nothing in this Agreement shall make either the agent or legal representative of the other for any purpose whatsoever, and neither party  

5. INSPECTION & ACCEPTANCE.
All aspects of the Agreement and possible agreements that are concluded in its implementation (including but not limited to their formation, existence, validity, interpretation, performance and  

11. REPRESENTATIONS & WARRANTIES.
2. REPRESENTATIONS & WARRANTIES.
All goods that sold and/or delivered hereunder (including goods purchased / delivered in the performance of services) shall: (a) be conveyed with good title and  

14. LIABILITY.
In no event shall either party have any liability to the other for lost profits, goodwill, or other lost business opportunity, or any other incidental, special, or consequential damages of any kind, or  

8. TERMINATION.
Notwithstanding anything to the contrary in this Agreement and/or the Purchase Order, either party may terminate this Agreement upon written notice in the event of: (a) a breach by the other party of any of its representations or warranties contained herein; (b) a default by the other party in the performance of any of its obligations hereunder; (c) a change in control of the other party which results in the change of ownership or management of such party; or (d) a change in the laws or regulations affecting the business of the other party that makes it impossible for such party to continue its business as contemplated herein; provided, however, that: (i) no such termination shall be effective unless and until the non-breaching party has given the breaching party at least thirty (30) days' written notice of such breach and the breaching party has not cured such breach within such thirty (30) day period; and (ii) such termination shall be effective only if the non-breaching party has not elsewhere breached such Agreement or the Purchase Order, and all such breaches are cured within thirty (30) days of receipt of such notice of breach.

6. PERFORMANCE.
Failing to perform any term of this Agreement, Seller shall promptly pay to TMS the purchase price, plus interest at a rate of ten percent (10%) per annum, accruing from the date of default to the date of performance or from the date of the expiration of any applicable grace period, whichever is later. If TMS elects to accelerate the maturity of any part of the obligations hereunder, interest shall be computed on the entire sum of such obligations at such rate from the date of default until payment in full is made.

7. PAYMENT.
Any payment made hereunder shall be net of all taxes, duties, tariffs, and similar charges, unless the parties agree otherwise in writing. All taxes, duties, tariffs, and similar charges shall be the responsibility of Seller. Seller shall pay TMS all amounts due hereunder within the timelines set forth in this Agreement whether in accordance with the terms of the Purchase Order or these terms and conditions for goods or services.

9. COMPLIANCE WITH LAWS.
Seller agrees that it shall, and shall cause all Seller Parties to, at all times comply with all Laws and building codes that are applicable to the operation of its business, this Agreement, and its performance under the terms of this Agreement. Seller agrees to maintain all required licenses, permits and authorizations as may be required by the jurisdiction where the property is located and to promptly obtain and maintain all required licenses, permits and authorizations. In the event that Seller fails to obtain and maintain any required licenses, permits and authorizations, Seller agrees to indemnify TMS, its parents, subsidiaries and affiliates, and the Indemnified Parties from any and all losses, liabilities, damages, claims, costs, charges, expenses, penalties, or demands of any kind arising out of, related to or in connection with such failure. Further, in the event of a breach of any of the terms of this Agreement by Seller, in each case, whether or not due to the negligence of any of the Indemnified Parties, except that Seller shall have no liability for damages caused by the sole negligence of any of the Indemnified Parties.

12. NOTICES.
All notices, consents, claims, waivers and demands under this Agreement (each, a “Notice”) shall be in writing, addressed to the applicable party’s address set forth on the Purchase Order, and delivered in person or by courier, or sent by internationally recognized overnight express service, certified or registered mail, return receipt requested. Any such Notice shall become effective upon delivery when delivered in person or by courier, on the date of the delivery receipt if sent by internationally recognized overnight express service or the date of delivery set forth on the return receipt if sent by certified or registered mail, return receipt requested.

10. AMENDMENT; NON-WAIVER.
The terms of this Agreement may not be modified, altered or waived, either orally, by usage of trade, course of performance or course of dealing. Any change to, deviation from, or waiver of any terms of this Agreement (whether in the Purchase Order or these terms and conditions) shall only be made pursuant to a written signed by the party to be bound.

15. SEVERABILITY; ASSIGNMENT / SUBCONTRACTING; CONFLICT.
If any term or provision of this Agreement is declared invalid, illegal or unenforceable in any jurisdiction, (a) the affected provision will be modified to conform to applicable law, if possible, or, if not, and (b) such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidity or render unenforceable such term or provision in any other jurisdiction. Seller shall not assign or subcontract this Agreement. In whole or in part, or any rights or obligations hereunder without the prior written consent of TMS, no other term of this Agreement shall be construed as a right to subcontract without first obtaining such consent. In the event of a conflict between the terms in the Purchase Order and these terms and conditions, the terms in the Purchase Order shall prevail.

16. RELATIONSHIP OF PARTIES.
Seller and TMS are independent contractors and nothing in this Agreement shall make either one the agent or legal representative of the other for any purpose whatsoever, and neither party grants the other party any authority to assume or to create any obligation on behalf or in the name of the other

17. LAW & DISPUTE RESOLUTION.
All aspects of the Agreement and possible agreements that are concluded in its implementation (including but not limited to their formation, existence, validity, interpretation, performance and  

TMS INTERNATIONAL BELGIUM BVBA
TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES (10.17.18)

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