1. CONTRACT. These terms and conditions, together with the terms set forth in the Purchase Order (collectively, this “Agreement”), (a) constitute the entire contract between the seller / service provider named in the Purchase Order (“Seller”) and TMS International Chile SpA (“TMS”) with respect to the transaction (whether for sale of goods and / or performance of services) described in the Purchase Order, regardless of whether Seller has acknowledged the Purchase Order or these terms and conditions; and (b) expressly limit Seller’s acceptance to the terms of this Agreement. If the Purchase Order is construed as a written confirmation as an acceptance, then TMS’s acceptance is EXPRESSLY CONDITIONAL ON SELLER’S ASSENT TO ANY TERMS AND CONDITIONS CONTAINED HEREIN THAT ARE DIFFERENT FROM OR ADDITIONAL TO THOSE CONTAINED IN SELLER’S WRITING.

Further, if the Purchase Order is construed as the offer, acceptance thereof is EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN OR TO ANY OTHER DOCUMENTS UPON WHICH THE OFFER IS MADE. ALL TERMS AND CONDITIONS CONTRARY TO THIS AGREEMENT WILL NOT BE Binding ON TMS UNLESS AGREED TO IN WRITING BY TMS. TMS’s acceptance of Seller’s sales confirmation or other writing, or commencement of performance (including payment for goods or services) shall not constitute acceptance of any terms or conditions other than those contained in this Agreement. Any such additional or different terms or conditions set forth on such document shall be null and void and not binding on TMS unless agreed to in writing by TMS. TMS’s failure to object to any terms contained in any subsequent communication from Seller will not be a waiver or modification of the terms set forth herein. In any event, Seller’s assent to the terms of this Agreement shall be conclusively presumed from Seller’s: (a) delivery to TMS of a signed copy of this Agreement (including by facsimile or electronic means); (b) receipt of the Purchase Order without objection or the payment of any of the goods or services; or (c) delivery of any of the goods or services to be sold hereunder and / or preparation for or and/or commencement of any of the services to be provided hereunder; in each case, after receipt of the Purchase Order; or (d) acceptance of all or any part of TMS’s payment for the goods or services.

2. REPRESENTATIONS & WARRANTIES. Seller represents and warrants that all goods sold, and / or delivered hereunder (including goods purchased / delivered in the performance of services) shall: (a) be conveyed with good title and free of any liens or encumbrances; (b) be merchantable, new and of first grade quality; (c) be free of defects in design, workmanship and material; (d) conform to the purposes for which they are purchased; (e) strictly conform to (i) TMS’s descriptions and specifications incorporated herein; and (ii) all applicable federal, state and local laws, ordinances, rules, regulations, standards (including but not limited to official Mexican standards or NOMs) and orders. Seller shall be responsible for the payment of any sales, use or other taxes, tariffs or similar charges arising from the sale of goods and / or performance of services pursuant to this Agreement, and if any such taxes are included in the price set forth in the Purchase Order. Seller will reimburse TMS if it pays any such taxes, tariffs or other charges directly to the relevant authorities, including any interest and / or penalties thereon.

3. INSURANCE. For the duration of this Agreement, Seller shall maintain, at its own expense, and shall require its subcontractors, if any, to maintain insurance coverage meeting or exceeding the requirements set forth below, unless TMS provides other insurance requirements to Seller in connection herewith, in which case such other requirements shall govern.

<table>
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<tr>
<th>Policy Type</th>
<th>Limit Type</th>
<th>Minimum Limits</th>
<th>Additional Insured</th>
<th>Waiver of Subrogation</th>
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<tr>
<td>Combined Single</td>
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<td>No</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

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6. DISCHARGE & DEFAULT. If (a) Seller: (i) becomes insolvent; (ii) has a business failure, dissolves or is dissolved; (iii) enters (voluntarily or involuntarily) any bankruptcy, receivership, insolvency, concourse mercantil or dissolution; (iv) is declared a bankrupt or insolvent; (v) is, or becomes, a debtor in possession under the Bankruptcy Code; (vi) is a debtor under any bankruptcy or other insolvency Laws; or (vii) states or files a petition in bankruptcy, or consents to the appointment of a receiver, trustee, or any other similar official under any bankruptcy or other insolvency Laws; (b) Seller becomes the subject of an order for the sale of all or any part of its assets for the benefit of creditors or an order of a court of competent jurisdiction declaring it bankrupt or insolvent; (c) Seller becomes or is declared the subject of an order of a court of competent jurisdiction declaring it bankrupt or insolvent; or (d) Seller shall fail or refuse to comply with any of the terms, covenants, and conditions of this Agreement or any of the other agreements or documents submitted in connection therewith, then Seller shall be deemed in default, and shall be liable for all damages occasioned thereby. TMS may also deduct from the amount due Seller the cost of replacement goods and services. The rights and remedies under this Agreement are cumulative and in addition to, not in substitution for, any other rights and remedies available at law or otherwise.

7. INDEMNITY. 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 and against all claims, losses, damages, costs (including reasonable attorneys’ fees), fines, or demands of any nature that arise out of, relate to or in connection with: (a) any breach of any of the terms of this Agreement by Seller; (b) any personal injuries (including death) or property damage (including contamination) arising from Seller’s performance under this Agreement; (c) any claim by an employee or agent of Seller or any other person or entity performing work on Seller’s behalf that results in personal injuries or illness or death, or damage to property, arising out of, in connection with, or resulting from, the performance of Seller’s obligations under this Agreement for any of the foregoing reasons; or (d) Seller has failed to substantially or timely perform any of its obligations under this Agreement or any other contract with TMS or its affiliates, then TMS may immediately terminate this Agreement or any other agreement whatever between Seller and TMS or third party. In case of any default by Seller, TMS may obtain goods and services from other sources and hold Seller responsible for all damages occasioned thereby. TMS may also deduct from the amount due Seller the cost of replacement goods and services. The rights and remedies under this Agreement are cumulative and in addition to, not in substitution for, any other rights and remedies available at law or otherwise.

8. RELATIONSHIP OF PARTIES. Seller acknowledges that there will be no labor relationship nor subordination link or supervision between its or Seller Parties’ personnel involved in the activities relating to the performance of its obligations under this Agreement and TMS, and therefore, Seller assumes all liabilities arising from its own employees or Seller Parties’ labor relationship with its personnel and Seller releases and will indemnify TMS from any labor liability, social security contribution, and taxes arising from the aforementioned activities in connection with Seller’s or Seller Parties’ personnel.

9. NOTICES. All notices, consents, claims, waivers and demands under this Agreement (each, a “Notice”) shall be written in English, 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, or certified or registered mail, return receipt requested. Any such Notice shall become effective upon delivery if 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 altered, modified or waived, either orally, by usage of trade, course of performance or course of dealing. Any change to, deviation from, or waiver of the terms of this Agreement (whether in the Purchase Order or these terms and conditions) shall only be made pursuant to a writing signed by the party to be bound.

11. 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 law in that jurisdiction, and all other terms and conditions of this Agreement and any related agreements shall remain in full force and effect; or (b) such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12. LAW & DISPUTE RESOLUTION. This Agreement and all related documents (including any quotation or any other document submitted in connection therewith), and all matters arising out of or related to this Agreement or any other Procurement Order or tender, shall be governed by, and in all respects construed in accordance with, the provisions of the laws of the republic of Chile. Any controversy arising out of or related to this Agreement hereunder, or the breach thereof, shall be settled by arbitration administered by the Center for Arbitration and Mediation of Santiago and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The place of arbitration shall be Santiago, Chile, and the language of arbitration shall be English. The arbitrator shall award to the prevailing party, if any, its reasonable attorneys’ fees.