1. CONTRACT.

2. REPRESENTATIONS AND WARRANTIES.

3. PRICING, SHIPPING AND DELIVERY: TAXES.

4. INSPECTION & ACCEPTANCE.

5. INSURANCE.

6. COMPLIANCE WITH LAWS.

7. DISCHARGE & DEFAULT.

8. INDUSTRY.

9. NOTICES.

10. AMENDMENT; NO-WAIVER.

11. SEVERABILITY; ASSIGNMENT / SUBCONTRACTING; CONFLICT.

12. RELATIONSHIP OF PARTIES.

**TMS INTERNATIONAL CANADA LIMITED**
**TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES (9.19.19)**

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13. **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 such documents, shall be governed by, and construed in accordance with, the Laws of the Province of Ontario and the federal Laws of Canada applicable therein without regard to the conflicts of law provisions thereof to the extent such principles or rules would require or permit the application of the Laws of any other jurisdiction, and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any controversy or claim directly or indirectly arising out of or relating to this Agreement, or in connection herewith, or the breach thereof, shall be determined by arbitration administered by International Centre for Dispute Resolution Canada in accordance with its Canadian Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In addition: (i) claims shall be heard by a single arbitrator, (ii) the place of arbitration shall be Toronto, Ontario, and (iii) the language of arbitration shall be English. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of such party’s costs and fees (including attorney’s fees).