9. NOTICES.
If (a) Seller: (i) becomes insolvent or is subject to an insolvency event or TMS becomes aware of any circumstances which may lead to such an event in respect of the Seller; (ii) has a business

...continued...

13. AMENDMENT; NON-WAIVER.
The terms of this Agreement may not be modified, altered, either orally, by usage of trades, 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.

14. RELATIONSHIP OF PARTIES.
Seller and TMS are independent contracting parties and no relationship in this Agreement shall make either 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.

15. SEVERABILITY; ASSIGNMENT / SUBCONTRACTING; CONFLICT.
If any provision of this Agreement is declared invalid, illegal or unenforceable in any jurisdiction, (a) the affected provision will be modified to conform to Law, if possible, or omitted, and (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. Seller shall not assign or sublet this Agreement in whole, or in any part, or rights hereunder in any manner, 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. 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 Republic of South Africa without regard to the conflicts of laws provisions thereof to the extent such principles or rules would require or permit the application of the law of any other country or jurisdictions and excluding the laws of the country in which it is chartered (the "Legal System"). Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration in the Republic of South Africa, or such other location as TMS and the parties mutually agree, in accordance with the rules of the South African Commercial Arbitration Institute ("SACAI") as in existence at the time of the arbitration, except that the arbitration shall be administered by SACAI’s sole arbitrator and shall be conducted strictly in English.

Seller shall furnish certificates evidencing the insurance coverage for the performance of its obligations under this Agreement, naming TMS and its customer for the TMS Site as additional insureds, with a waiver of subrogation, and providing for at least thirty (30) days’ prior written notice of cancellation or modification to TMS. The following endorsement verbiage is required on all such certificates: “TMS International South Africa Proprietary Limited and its subsidiaries and affiliates and [TMS steel mill customer name] are additional insured parties and a waiver of subrogation to the benefit of TMS International South Africa Proprietary Limited and [TMS steel mill customer name] thereon free and clear of any liens for material and labor incident to the sale of goods or performance of services hereunder by any and all parties hereto.”

In the event of a breach of any of the foregoing representations, warranties, or agreements, Seller shall promptly, safely and expeditiously correct such breach by, at the option of TMS, removal, replacement and reinstatement or repair, modification or adjustment of the nonconforming goods or services. Acceptance by TMS of goods or services shall not relieve Seller of any of its warranty obligations hereunder.

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 Republic of South Africa without regard to the conflicts of laws provisions thereof to the extent such principles or rules would require or permit the application of the law of any other country or jurisdictions and excluding the laws of the country in which it is chartered (the "Legal System"). Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration in the Republic of South Africa, or such other location as TMS and the parties mutually agree, in accordance with the rules of the South African Commercial Arbitration Institute ("SACAI") as in existence at the time of the arbitration, except that the arbitration shall be administered by SACAI’s sole arbitrator and shall be conducted strictly in English.
or relating to this Agreement, or in connection herewith, or the breach thereof, shall be settled by arbitration administered by the parties in accordance with the UNCITRAL Arbitration Rules in force at the time of the dispute. The appointing authority in terms of the UNCITRAL Arbitration Rules shall be the Association of Arbitrators (South Africa). 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 Sandton, South Africa. 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). Nothing in this clause 12 shall preclude any party from seeking interim and/or urgent relief from a court of competent jurisdiction and to this end the parties hereby consent to the jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg.