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 Servicios de Mexico, S. de R.L. de C.V. ("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’s acceptance of the Purchase Order terms and conditions, and/or the execution of any other agreement or written commitment given by Seller in connection with this Agreement. If the Purchase Order is not accepted or a confirmation acting 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 AND TMS HEREBY EXPRESSLY OBJECTS TO ANY ADDITIONAL OR INCONSISTENT TERMS AND CONDITIONS. NO SUCH ADDITIONAL OR INCONSISTENT TERMS AND CONDITIONS SHALL 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 additional or inconsistent terms and conditions. The provisions of this Agreement are expressly made subject to all terms and conditions set forth on such documentation 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 shall 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 of TMS of a signed copy of this Agreement (including the TMS Standard Terms and Conditions for Purchase Orders Order, or (b) commencement of performance (including payment for any of the goods to be sold hereunder and / or for preparation for or commencement of the nonconforming goods or services. Acceptance of TMS of payment for goods or services shall not relieve Seller of any of its warranty obligations hereunder.

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) be fit for the purposes for which they are purchased; (e) strictly conform with all TMS’s specifications and data; (f) warranties that all goods sold, and / or delivered hereunder will be free of hazardous materials, including, without limitation, petroleum products, explosives, radioactive materials, hazardous or toxic substances, PCBs or related or similar materials.

3. DISCHARGE & DEFAULT. Seller shall perform and complete all obligations hereunder in a good faith manner, with the highest degree of skill and care, in accordance with generally recognized commercial practices and standards for similar services, and in compliance with all Laws. If Seller, its employees, subcontractors, agents, or any other party under Seller’s control (collectively, “Seller Parties”) will deliver goods and / or perform services hereunder at TMS premises or the premises of a third party as directed by TMS (in either case, the “TMS Site”), Seller represents, warrants, and agrees that Seller shall, and shall cause all Seller Parties to: (c) comply with all rules and regulations (whether of TMS or a third party) of the TMS Site; and (z) keep materials and the TMS Site (including all property and fixtures thereon) free and clear of any liens for material and labor incident to the sale of goods or performance of any services by Seller hereunder. If requested by TMS, Seller shall execute and deliver to TMS a letter of release as a condition of payment hereunder. Each of the foregoing representations, warranties, and agreements shall expire twelve (12) months from the date of the goods sold hereunder are put into service or the date on which services provided hereunder are completed. 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/or installation or repair, modification or adjustment of the nonconforming goods or services. Acceptance of TMS of payment for goods or services shall not relieve Seller of any of its warranty obligations hereunder.

4. PRICING, SHIPPING & DELIVERY; TAXES. Prices for goods and / or services shall be as set forth on the Purchase Order; the Purchase Order shall not be filled at higher prices than last quoted or charged to TMS, without obtaining prior written consent of TMS. Unless otherwise indicated, all prices are F.O.B. point of shipment (or as otherwise indicated on the Purchase Order). Payment shall be in consideration of goods delivered, and Seller shall provide an invoice or similar written statement of the price of all goods delivered hereunder. Seller shall invoice Seller’s invoice so that Seller’s invoice does not exceed the total amount of the goods and/or services provided under this Agreement. Seller shall agree that the Seller is 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 hereunder shall be Seller’s responsibility. All such taxes are included in the price set forth in the Purchase Order. Seller will reimburse TMS if TMS pays any such taxes, tariffs or other charges directly to the relevant authorities, including any interest and / or penalties thereon.

5. 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.

6. 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 performances hereunder, including all applicable anti-corruption laws, standards, regulations, rules, guidelines, principles and codes of conduct. Any violation by Seller, or any of its employees, subcontractors, agents, or any other party under Seller’s control or its affiliates, shall be subject to any and all of the remedies provided herein and in any applicable Laws.

7. DISCHARGE & DEFAULT. If (a) Seller: (i) becomes insolvent; (ii) has a business failure, dissolve or is dissolved; (iii) enters (voluntarily or involuntarily) any bankruptcy, receivership, insolvency, concursus moraentur or reorganization proceeding; (iv) assigns assets for the benefit of its creditors; or (v) fails to maintain its account with TMS on a current basis; (b) at any time, TMS reasonably believes that Seller may fail to perform any of its obligations under this Agreement; (c) any claim by an employee of TMS alleging any violation of the Fair Labor Standards Act, Title IX, or other Laws; (d) any claim by a third party alleging any violation of the Fair Labor Standards Act, Title IX, or other Laws; or (e) any claim that the goods sold by Seller hereunder violate any Laws for the sale, handling, or delivery of such goods; 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.

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 liability arising from its and Seller Parties’ labor relationship with its personnel and Seller releases and will indemnify TMS from any liability, security contribution, and taxes required by any of the acts or omissions in connection with the performance of obligations under this Agreement.

9. AMENDMENT; NON-WAIVER. In the event of any breach of this Agreement, or in connection herewith, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator shall be final and binding upon the parties. Claims shall be heard by a single arbitrator. The award of arbitration or any other contract with TMS or its affiliates, then TMS may immediately terminate this Agreement without liability whatsoever to Seller or any third party. In any case, by written notice, any such claim by Seller, TMS may obtain goods and services from other sources and hold Seller responsible for any damages occasioned thereby. TMS may 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 or remedies that may be available at law or in equity.