

GENERAL TERMS AND CONDITIONS

1. THE GENERAL TERMS AND CONDITIONS SET FORTH HEREIN SHALL BECOME BINDING ON BUYER AND SELLER UPON THE FIRST TO OCCUR OF CLAUSES (A), (B), (C) AND (D): (A) BUYER EXECUTES AND DELIVERS THE CONTRACT, (B) BUYER ISSUES INSTRUCTIONS TO SELLER FOR DELIVERY OF ANY PRODUCTS COVERED BY THIS CONTRACT (THE "PRODUCT"), (C) THE PASSAGE OF TEN (10) DAYS AFTER BUYER'S RECEIPT OF THE CONTRACT, EXCEPT TO THE EXTENT SELLER RECEIVES FROM BUYER AN EXPRESS WRITTEN OBJECTION TO ANY OF THESE GENERAL TERMS AND CONDITIONS WITHIN SUCH TIME PERIOD, OR (D) BUYER ACCEPTS DELIVERY OF ANY PRODUCT COVERED BY THIS CONTRACT.
2. THIS CONTRACT SUPERSEDES ALL CORRESPONDENCE, ORDERS OR CONFIRMATIONS OF BUYER OR ANY AGENT THEREOF WITH RESPECT TO THE PRODUCT COVERED BY THIS CONTRACT. There are no additional terms or specifications not expressly contained in this contract. No modification or waiver of this contract or any right of Seller hereunder shall be binding upon Seller unless in writing and signed by an officer of Seller. No waiver by Seller of any default or breach shall be deemed a waiver of any other default or breach.
3. A default in any payment by Buyer after delivery or offer of delivery of any instalment may, at the option of the Seller, be deemed a default of the entire contract. The date of the bill of lading or receipt issued by the carrier or the date of the delivery order shall be conclusive proof of the date of such shipment or delivery to Buyer. Buyer shall take delivery promptly.
4. Unless otherwise stated on the first page hereof, Buyer shall provide Seller with delivery instructions not less than thirty (30) days prior to the scheduled shipping date, and Seller shall not be liable for any damages suffered by Buyer due to late shipment if such instructions are given less than thirty (30) days prior to the scheduled shipping date (or other stated period) or if such instructions are altered within that time period. All such shipping instructions shall be subject to the reasonable approval of Seller. Default or delay by Seller in delivering or shipping any instalment of this contract shall not affect any other instalment hereof nor shall it affect any other contract between the parties.
5. Seller's obligations are subject to the limit of Buyer's credit as determined at any time and from time to time by Seller in its sole discretion. Seller may at any time limit, modify or cancel the credit of Buyer both as to time and amount, and may demand payment in cash before shipment or delivery of the whole or any part of the Product without affecting the obligation of Buyer to complete the contract. The failure of Buyer to make any such payment after demand shall be a default of the entire account.
6. Title to the Product and risk of loss shall pass on delivery to the carrier, at Seller's facility, unless otherwise specified on the purchase order acknowledgment form.
7. Seller shall not be liable for any claim, except non-delivery, unless within ten (10) days after the arrival of the Product involved in such claim at the contract destination, Buyer specifies in writing the grounds of such claim and the amount of damage. Failure to present any such claim within the time fixed or to strictly comply with all requirements of this paragraph shall constitute an unconditional acceptance of the Product by Buyer. No claim shall be made after the Product is processed or changed in any way from its original condition as delivered.
8. Unless otherwise stated on the first page hereof, for shipments to a location within Canada, the price and all charges and payments hereunder are payable in Canadian dollars and payment shall be made in immediately available Canadian clearing house funds. For shipments to a location within the United States or any location other than Canada, the price and all charges and payments hereunder are payable in United States dollars. Payment shall be made in immediately available Canadian or United States, respectively, clearing house funds Buyer shall pay interest on the unpaid balance of all bills after the due date thereof at the lesser of 18% per annum or the highest rate permitted by law, provided, however, that Seller's acceptance of Buyer's payment of interest on amounts past due shall not be deemed to be an agreement by Seller to extend credit to Buyer or a consent to Buyer's late payment, and the failure of Buyer to make any payment when due shall be a default of the entire contract. Buyer shall pay for all attorneys' fees and expenses and other costs of collection in the event Buyer fails to pay amounts due hereunder when and as payable. No part of any payment payable to Seller hereunder may be reduced due to any counterclaim, set-off, adjustment or other right which Buyer might have against Seller.
9. **Unless otherwise stated on the first page hereof, neither Seller nor any agent or broker on its behalf has made any representations or warranties, express or implied, of any kind with respect to this contract or the Product to be sold and purchased hereunder. THERE ARE NO WARRANTIES OF MERCHANTABILITY, SUITABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, EXPRESS OR IMPLIED, and Buyer acknowledges that it has not relied upon any representation or warranty by Seller in making this contract.**
10. This contract and performance hereunder are subject to all contingencies (whether or not now in contemplation of either of the parties); including but not limited to force majeure; strikes; labour disputes; plant shut downs (temporary or otherwise), suspensions floods; civil commotions; wars; terrorist attacks, riots; acts of God; rules, law, orders, restrictions, embargoes, quotas or actions of any government, foreign or domestic, or any agency or subdivision thereof, casualties; fires; accidents; shortages of raw materials, energy or transportation facilities; detention of the Product by customs authorities; loss of the Product in public or private warehouses, or other casualty or contingency beyond the reasonable control of Seller. In any such event, Seller shall have the right, at its election and without any liability to Buyer, to (a) cancel all or any portion of this contract, or (b)

Page 1 of 2	File: C:\Users\cellen\Documents\Legal\Zochem General Terms and Conditions of Sale-current.docx		App #: 760
Control Type: Electronic – Expires 24 hrs after this date: Aug. 28, 14			
Revision Level: 1	Revision date: 26-Aug-14	Last Review: 26-Aug-14	Next Review: 26-Aug-16

perform the contract as so restricted or modified to the extent determined by Seller in its sole and absolute discretion, or (c) perform the contract within a reasonable time after the causes for non-performance or delay have terminated. Under no event, however, shall the Seller be required to ship the Product from Seller's or, if applicable, its affiliates' other locations, to purchase the Product from other sources or to substitute "other acceptable brands" to fulfill this contract.

11. (a) The parties hereto agree that every controversy or claim arising out of, in connection with or relating to this contract or the interpretation, performance or breach thereof shall be settled by final and binding arbitration by a single arbitrator in the City of Toronto under the rules then obtaining of the Arbitrator's Institute of Canada, Inc., or its successor, and under the domestic laws of the Province of Ontario. Judgment may be entered on any award so made in any court or jurisdiction having jurisdiction.
 (b) Upon the written demand for arbitration by Buyer or Seller, the parties shall agree upon a specified individual as the single arbitrator or, if they are unable to agree within fifteen (15) days of such demand, then the single arbitrator shall be appointed by the Arbitrator's Institute of Canada, Inc.
 (c) In any arbitration proceeding in which any award is made in favour of Seller, Seller shall be entitled to recover from Buyer all costs and expenses of the arbitration including its attorneys' fees and expenses.
12. Unless otherwise stated on the first page hereof, all taxes, duties and/or imposts imposed or levied by, or applicable to, this contract or the product(s) covered hereby or any transaction or delivery hereunder or upon the purchase price payable, shall be for the account of, and payable by, the Buyer, whether such taxes, duties or imposts shall be paid or payable by the Seller or otherwise.
13. SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR DELIVERY OF NON-CONFORMING PRODUCT IS EXPRESSLY LIMITED TO REPLACEMENT OF NON-CONFORMING PRODUCT OR, AT SELLER'S OPTION, PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY BUYER FOR THE NON-CONFORMING PRODUCT. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY LOSS OF PROFIT OF ANY KIND.
14. Any action of any kind against Seller by Buyer must be commenced within two (2) years from date such right, claim, demand or cause of action shall first accrue.
15. Upon any default or breach of this contract by Buyer, Seller may cancel any or all contracts between Buyer and Seller and/or defer shipment or delivery of all or any part until such default or breach is cured and/or cancel any undelivered portions thereof and/or demand immediate payment of all outstanding bills or invoices owed by Buyer. If Seller elects to cancel, Seller shall have the right to recover damages against Buyer by reason of Buyer's default or breach of this contract and Seller may (but shall not be obligated to) sell all or any part of the undelivered Product without notice to Buyer, except as may be required by law (and in such event five (5) days' notice shall be deemed reasonable notice in the circumstances) at public or private sale, holding Buyer liable for any damages or financial loss, including incidental expenses and attorney's fees resulting to Seller by reason of Buyer's default or breach. Seller shall not be limited in its rights and remedies against Buyer for any cause whatsoever to those set forth in this contract, but shall have such other rights and remedies as may be available to it at law or equity, including all rights under the laws of the Province of Ontario. This contract shall be governed and construed in accordance with the domestic laws of the Province of Ontario. The United Nations Convention on Contracts for the International Sale of Goods is excluded and is inapplicable.
16. For shipments to locations other than Canada and the United States, Buyer is required to promptly notify Seller of any laws and regulations of the destination country applicable to the importation of the Products shipped hereunder. If the importation or delivery of such Products are refused at the port of entry of the destination country due to Buyer's failure to so notify Seller, the Buyer will be responsible for all costs and risk of losses from the return of the Product.
17. Seller may cancel this contract at any time if Buyer undergoes managerial change or reorganization, if the ownership of Buyer changes in any material respect or if, in the opinion of Seller, Buyer conducts its business in a way that is, or could be, detrimental to Seller's interests.
18. The parties hereto have expressly requested that this contract and all documents relating thereto be drawn up in the English language. Les parties aux présentes ont expressément demandé que ce contrat et tous les documents qui s'y rapportent soient rédigés en langue anglaise.
19. Seller agrees to provide Buyer with quality system information pertaining to the Products marketed by the Buyer such as, but not limited to: statistical data, manufacturing plant registration to recognized quality standard (eg ISO9000 or QS 9000). Or in the absence of any such formal registration, provide quality system information as required.
20. Neither party shall transfer or assign or attempt to transfer or assign this Agreement, or any right or obligation hereunder, in whole or in part, without the prior written consent of the other, provided that nothing shall prevent Seller from assigning this Agreement and its rights and obligations to Seller's affiliated company, Horsehead Corporation, a Delaware, USA corporation, or a company related to the latter. For further clarification, such assignment shall be at Seller's sole discretion and shall not require any form of consent by the Buyer.

Page 2 of 2	File: C:\Users\cellen\Documents\Legal\Zochem General Terms and Conditions of Sale-current.docx		App #: 760
Control Type: Electronic – Expires 24 hrs after this date: Aug. 28, 14			
Revision Level: 1	Revision date: 26-Aug-14	Last Review: 26-Aug-14	Next Review: 26-Aug-16