

TETRA CHEMICALS EUROPE AB

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**TETRA CHEMICALS EUROPE OY**

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Business ID 1882596-7

TERMS AND CONDITIONS OF DELIVERY AND SALE

Except to the extent there is a written definitive purchase agreement, services agreement, supply agreement, or the likes (a "Definitive Agreement") entered into between TETRA Chemicals Europe AB, TETRA Chemical Europe OY or their subsidiary or affiliated company as otherwise referred to on the front of any invoice (collectively "TETRA"), and the purchasing party under this purchase order ("Purchaser") with respect to the purchase of the types of materials, articles or items ("Goods") identified in Purchaser's purchase order ("Order"), the terms and conditions of this AGREEMENT (as defined below) are incorporated into said Order and shall govern and control said Order, and may not be added to, modified, superseded or otherwise altered, notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice or other form of Purchaser document and notwithstanding TETRA's act of accepting or paying for Goods or any delivery act of Purchaser.

FOR AVOIDANCE OF DOUBT, PURCHASER'S SUBMITTAL OF AN ORDER, PURCHASE ORDER, OR THE LIKE SHALL CONSTITUTE FULL ACCEPTANCE OF THIS DOCUMENT ENTITLED TERMS AND CONDITIONS OF DELIVERY AND SALE (THE "AGREEMENT").

ARTICLE 1: APPLICABILITY OF THIS AGREEMENT

1.1 No terms or conditions contained in Purchaser's terms and conditions contained in any delivery tickets, invoices, or other written documents used by Purchaser in the course of its usual business, shall modify or supplement the Definitive Agreement or this AGREEMENT, regardless of whether an agent, employee or officer of TETRA signs or acknowledges that document.

1.2 The Parties acknowledge that they have read this AGREEMENT, understand it, and agree to be bound by its terms and conditions. Further, the Parties agree that the entire understanding between the Parties relating to the provision of the Goods described herein consists of the following Contract Documents, in order of precedence:

- A. The Definitive Agreement, including all attached or incorporated Exhibits, if any;
- B. This AGREEMENT;
- C. The Order, if any.

The terms of the Contract Documents supersede all proposals or other prior agreements, oral or written, and all communications between the parties relating to this AGREEMENT. Except for any amendments to the Definitive Agreement expressly contained this AGREEMENT, in the event of any conflict or inconsistency between the terms and conditions of the Definitive Agreement and t this AGREEMENT, the terms of the Definitive Agreement shall govern.

1.3 Any electronic communication between TETRA and Purchaser shall be considered to be "in writing". The electronic communication system used by TETRA will serve as sole proof for the content and the time of delivery and receipt of such electronic communication.

ARTICLE 2: QUOTATIONS, CONFIRMATIONS

2.1 Quotations made by TETRA shall not constitute an obligation of TETRA and shall merely constitute an invitation to Purchaser to place an order unless expressly stated otherwise in writing. The prices stated in the quotation exclude VAT, unless otherwise stated.

2.2 Orders are not binding until accepted by TETRA in writing ("Seller's Confirmation"). TETRA shall be entitled to refuse an Order with any or no reason and without indication of its reasons. If accepted by TETRA, such Order shall only be binding to the Parties insofar as to the terms that do not modify or supplement the Definitive Agreement or this AGREEMENT, regardless of whether an agent, employee or officer of TETRA signs or acknowledges that Order.

ARTICLE 3: DELIVERY

3.1. Delivery shall take place at the location and at the time stipulated in the Purchaser's Confirmation. In the event that one of the "Incoterms", published by the International Chamber of Commerce in Paris, France, has been agreed as a delivery term, the Incoterms in effect at the moment of conclusion of the relevant agreement shall apply. If no specific delivery term has been agreed upon between the parties the Incoterm Ex Works shall be automatically applicable.

3.2. The Purchaser shall be obliged to accept the purchased Goods upon delivery or at the moment at which the Goods are made available to Purchaser in accordance with the relevant agreement. In the event that the Purchaser refuses to accept delivery or is negligent in furnishing information or instructions necessary for the delivery, the Goods shall be stored at the Purchaser's risk. In such case the Purchaser shall be liable for all costs arising as a result of the refusal or the failure to furnish information or instructions.

3.3. In the event of delay, or reasonably anticipated delay, from any cause other than Force Majeure or Purchaser's fault as herein provided, TETRA will, as commercially possible, notify Purchaser in writing of the delay or anticipated delay, and its approximate duration. TETRA will undertake to shorten or make up the delay by all reasonable and expeditious means. In the event that Purchaser reasonably determines that TETRA will be unable to meet any delivery date(s) hereunder, Purchaser shall have the right to terminate the affected Order in accordance.

ARTICLE 4: TERM

4.1 This Agreement shall become effective upon acceptance as described hereunder and shall remain in full force and effect until terminated by either party by giving the other party thirty (30) days written notice. Termination of this Agreement shall not relieve either party of any liability arising out of any Work performed under this Agreement prior to termination. Notwithstanding the foregoing, the termination of this Agreement shall not become effective until any active Order issued hereunder is either completed or otherwise terminated in accordance with Article 5 herein. Termination of this Agreement shall not terminate any active Order(s) issued hereunder.

ARTICLE 5: TERMINATION

5.1

a) If it is apparent to TETRA that Purchaser will not meet its obligations set forth in herein; or
b) if TETRA has requested the Purchaser to provide security in respect of compliance with its obligation set forth in the agreement and this security has not been provided by the Purchaser, or
c) if Purchaser becomes insolvent, or unable to pay its debts as they mature, or goes into liquidation (otherwise than for the purposes of a reconstruction or amalgamation), or any bankruptcy proceeding shall be instituted by or against Purchaser, or if a trustee or receiver or administrator is appointed for all or a substantial part of the assets of Purchaser, or if Purchaser enters into a deed of arrangement or makes any assignment for the benefit of its creditors, then, without prejudice to any other rights of TETRA, TETRA may by notice in writing forthwith;

(i) demand re-delivery back to TETRA and take repossession of any delivered Goods which have not been paid for, for which purpose Purchaser hereby grants an irrevocable right and license to TETRA to enter upon all or any of the premises where the Goods are or may be located and all costs relating to the recovery of the Goods shall be for the account of Purchaser; and/or

(ii) suspend its performance or terminate Purchaser's Confirmation for outstanding delivery of Goods unless Purchaser makes such payment for Goods on a cash in advance basis or provides adequate assurance of such payment for Goods to TETRA; without any intervention of courts being required and without liability for TETRA of whatsoever kind arising out of or in connection with such suspension or termination.

5.2 In the event of (i) and/or (ii) above, all outstanding claims of TETRA shall become due and payable immediately with respect to the Goods delivered to Purchaser and not re-possessed by TETRA and without prejudice to TETRA's right to claim compensation for damages.

5.3. In the event that circumstances occur relating to persons and/or material of whom/which TETRA makes use or normally makes use during the implementation of the relevant agreement which are of such a nature that implementation of the agreement becomes impossible or so difficult and/or disproportionately expensive that compliance with the agreement can no longer be reasonably demanded, TETRA shall be authorized to cancel the entire agreement. TETRA shall however strive to immediately inform the Purchaser as soon as any of the above circumstances occur.

ARTICLE 6: VOLUMES AND DELIVERY.

Each delivery will stand as a separate contract and the failure of any delivery is not a breach of the Agreement as to others. In addition, TETRA may discontinue deliveries of any Goods, the manufacture, sale or use of which in its opinion would involve any third-party infringement. Upon delivery, Purchaser assumes full responsibility and liability for compliance with government laws, rules, and regulations relating to the Goods, including without limitation those relating to unloading, discharge, storage, handling, use, and/or disposal of the Goods. If this Agreement expires or terminates without Purchaser having taken delivery of its purchased Goods and such termination by Purchaser is without cause, TETRA may at its sole option ship, and Purchaser shall receive and purchase, any shortfall to the extent not otherwise reduced pursuant to the terms hereof. In addition to any other rights TETRA may have and notwithstanding anything in the Agreement to the contrary, TETRA may stop delivery of Goods in transit or decline to accept additional orders for Goods if Purchaser is in default under this Agreement which remains uncured for the applicable cure period set forth herein. Purchaser acknowledges and agrees that TETRA's salvage or resale of Goods might be impossible or impracticable and that if Purchaser is responsible for transportation (or arranging for transportation) of Goods and fails to do so by the agreed pick-up date, upon notification to Purchaser and Purchaser's failure to respond in a manner reasonably acceptable to TETRA, TETRA may, at Purchaser's cost and without modifying or affecting the title, risk of loss, and delivery terms under the Agreement, secure transportation to deliver the Goods to Purchaser's location or secure reasonable storage facilities to warehouse the Product.

The agreed delivery term shall not be a fixed deadline unless expressly agreed otherwise. In the event of late delivery after a fixed deadline, the Purchaser must serve written notice of default on TETRA in this respect in order to make any claim

ARTICLE 7: INSPECTION AND CLAIMS.

Any claims (including without limitation for shortage or because of nonconformities) reasonably ascertainable upon inspection, must be particularized and made in writing to TETRA within 5 working days of delivery to Purchaser; otherwise, the Goods will be deemed to have been accepted by Purchaser. Any revocation of acceptance of all or any part of the Goods on the basis of any latent nonconformity or other reason must particularize each non-conformity or other reason and be made in writing to TETRA within 30 days of delivery of the Goods to Purchaser. Claims or revocations of acceptance that are not particularized, or which are made later than the applicable period specified in this section, will be deemed waived by Purchaser. Upon TETRA's request, Purchaser must promptly make available to TETRA for inspection and testing any Goods upon which Purchaser has made a claim. Any action for breach by either party, other than for non-payment, is time barred if not commenced within 1 month after the date of delivery, or due date of delivery in the event of non-delivery, of the particular shipment upon which such claim is based. TETRA's Goods measurements will govern unless proven in error. No weight claims or credits will be allowed unless gross shipment weight discrepancies exceed 0.5% for packaged Goods or 1% for bulk Goods. No heel credits will be given.

Purchaser acknowledges its understanding that its failure to take possession of Goods as required under this Agreement may cause TETRA to incur in financial losses, including but not limited to losses from TETRA's source facility curtailment or shutdown of production at TETRA's source facility. Accordingly, Purchaser agrees that if Purchaser fails to take delivery of any Goods as required under this Agreement, TETRA shall (i) give Purchaser written notice of its intent to dispose of such Goods and a good faith estimate of the cost thereof; and (ii) use all commercially reasonable efforts to arrange for temporary storage; or (iii) if TETRA is unable to do so, to dispose of such Goods not taken by Purchaser in a commercially and environmentally reasonable manner designed to



minimize the cost of such disposal. Purchaser understands that such disposal capabilities are limited and that such disposal shall be at the sole and absolute discretion of TETRA.

In the event of such failure by Purchaser to take delivery, TETRA shall be compensated by Purchaser for any financial losses or expenses incurred by TETRA as a result of such curtailment in production or shutdown of TETRA's source facility, temporary storage, or disposal of Goods; subject to the following:

(A) In the event Product must be disposed of to avoid a curtailment or shutdown of TETRA's source facility, financial damages due to Seller shall be such direct costs plus 25% of such costs; and

(B) In the event that TETRA must make storage arrangements to avoid a curtailment or shutdown of TETRA's source facility, financial damages due to TETRA shall be such direct costs thereof plus 25% of such costs; and

(C) Such financial losses shall not include consequential damages or lost profits based on sales of other products produced at TETRA's source facility, which Purchaser shall not be liable for under any circumstance, unless such losses or damages are due to fraud, gross negligence and willful misconduct of Purchaser, its customers or agents.

Purchaser also agrees that if Purchaser fails to take delivery of Goods as required under this Agreement, TETRA shall have the right (but not the obligation) to arrange for other parties to purchase or to otherwise dispose of the Product not taken by Purchaser for any end use application.

ARTICLE 8: WARRANTIES.

8.1 Unless expressly stipulated otherwise by agreement relating to the composition of the Goods, the Goods shall be delivered by TETRA in accordance with its specifications and quality standards in respect of the Goods concerned. TETRA will use its best efforts to deliver the Goods from as few batches as possible. Deliveries from one specific production batch can however not be guaranteed.

8.2 ONLY WITH RESPECT TO GOODS, TETRA'S WARRANTIES ARE EXCLUSIVELY LIMITED TO THE FOLLOWING:

(A) GOODS SOLD HEREUNDER WILL BE DELIVERED TO BUYER FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES AND SECURITY INTERESTS; (B) AT DELIVERY SUCH GOODS WILL CONFORM TO PRODUCT REQUIREMENTS AND SPECIFICATIONS AGREED TO BY THE PARTIES AND TO ANY APPLICABLE CERTIFICATE OF ANALYSIS PROVIDED BY TETRA; AND (C) GOODS DELIVERED HEREUNDER DOES NOT INFRINGE UPON ANY PATENT EXISTING AS OF THE DATE OF THE AGREEMENT COVERING THE GOODS ITSELF, BUT TETRA DOES NOT WARRANT AGAINST INFRINGEMENT WHICH MIGHT ARISE BY THE USE OF SUCH GOODS ALONE OR IN ANY COMBINATION WITH OTHER MATERIALS, BY THE OPERATION OF ANY PROCESS OR OTHERWISE.

TETRA MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AND IN PARTICULAR, SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF THAT PURPOSE IS KNOWN TO SELLER, NONINFRINGEMENT (EXCEPT AS PROVIDED IN (C) ABOVE), AND DISCLAIMS ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF THE TRADE. ANY APPLICATION INFORMATION OR ASSISTANCE WHICH SELLER MAY FURNISH TO BUYER IS GRATUITOUS AND SHALL IN NO WAY BE DEEMED PART OF THE SALE OF PRODUCT HEREUNDER OR A WARRANTY OF THE RESULTS OBTAINED THROUGH USE OF SUCH PRODUCT.

8.3 TETRA reserves the right to change or modify any specifications, construction and/or manufacture of Goods and to substitute materials used in the production and/or manufacture of Goods from time to time without notice. Purchaser acknowledges that data in TETRA's catalogues, specification sheets and other descriptive publications distributed or published on its websites by TETRA, may be varied from time to time without notice. Any statement, representation, recommendation, advice, sample or other information of TETRA in relation to the specifications, the Goods and the use thereof shall be furnished for the accommodation of Purchaser only.

8.4 As regards the quality and composition of the Goods, and as regards the properties thereof, the certificates of inspection, health certificates, etc. issued by relevant authorized bodies, as furnished by TETRA, shall be



decisive. In the event that the Goods delivered do not meet the agreed quality standards, the Purchaser shall be entitled to replacement of the Goods returned at no cost.

8.5 Purchaser must utilize and solely rely on its own expertise, know-how and judgment in relation to the Goods and Purchaser's use thereof and in Purchaser's application of any information obtained from the part of TETRA for the purposes intended by Purchaser. Consultation provided by TETRA shall not give rise to any additional obligations on the part of TETRA. Details and information provided with regard to the suitability and use of the Goods shall not be binding and TETRA does not assume any liability based on such consultations.

8.6 TETRA makes no promise or representation that the Goods shall conform to any law, statute ordinance, regulation, code or standard ("Laws and Standards"), unless expressly stated in TETRA's Confirmation or in the Specifications. Purchaser acknowledges that the use of the Goods may be subject to requirements or limitations under Laws and Standards. Purchaser shall be exclusively responsible for (i) ensuring compliance with all Laws and Standards associated with its intended use of the Goods; and (ii) obtaining all necessary approvals, permits or clearances for such Use.

8.7 TETRA's warranty obligations contained herein shall not apply to the extent the defect in the Goods was caused by (a) abnormal well conditions, (b) any unauthorized alteration, or any use, storage or handling by the Purchaser of any Goods in a manner inconsistent with TETRA's recommendations, (c) vandalism by a party other than an employee of TETRA (d) force majeure, or (e) incorrect, incomplete or inaccurate data, drawings, information or specifications provided by the Purchaser.

8.8. Even where the Purchaser notifies TETRA of a claim for defects or deficiencies in accordance with the period set forth above, its obligation for payment and acceptance of orders made shall remain. Goods may only be returned to TETRA after prior written consent

ARTICLE 9: LIMITATION OF LIABILITY.

EXCEPT FOR FRAUD, GROSS NEGLIGENCE OR WILLFULL MISCONDUCT, IN NO EVENT WILL EITHER PARTY HERETO BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF OPPORTUNITY) SUFFERED BY THE OTHER WITH REGARD TO THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER TORT OR OTHER CAUSE OF ACTION RELATED HERETO, HOWEVER SUCH DAMAGES MAY BE CAUSED, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES THAT MAY BE CAUSED BY THE SOLE NEGLIGENCE OF SUCH PARTY.

EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT IF BOTH PARTIES HAD NOT AGREED TO BE BOUND BY THIS PROVISION AND THAT IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OTHERWISE EXCEED THE AGGREGATE AMOUNT WHICH MAY POTENTIALLY BE DUE BY PURCHASER TO BUYER OVER THE COURSE OF ONE CONTRACT YEAR.

ARTICLE 10: DATA PRIVACY.

Each party acknowledges and agrees that it may process certain business contact details relating to individuals engaged by the other party in the performance of that other party's obligations under this Agreement ("Staff"). Each party will take appropriate technical and organizational measures to protect such personal data against any security breaches and shall securely delete it once no longer required for the purposes for which it is processed. Where appropriate and in accordance with the applicable data protection legislation, each party shall inform its own Staff that they may exercise their rights in respect of their personal data against the other party by sending a written request with proof of identity to the other party to the address set forth in this Agreement.



ARTICLE 10: OWNERSHIP RESERVATION, TRADEMARKS.

10.1. The Goods delivered by TETRA shall remain the property of TETRA until the Purchaser has complied with all obligations arising from all purchase agreements entered into between the parties.

10.2. Goods delivered by TETRA which are covered by ownership reservation by virtue of this section may only be sold on in the context of normal commercial activity. The Purchaser shall not be authorized to pledge the Goods nor to attach any right thereto.

10.3. In the event that the Purchaser fails to comply with his obligations or TETRA has good reasons to believe that it will fail to do so, TETRA shall be entitled, without any authority from the Purchaser, to remove or cause to be removed all delivered Goods, upon which ownership reservation as referred to in this section rests, from the premises of the Purchaser or third parties who are holding the item for the Purchaser. The Purchaser shall be obliged to provide full co-operation herewith, on penalty of a fine amounting to 10 % per day of the amount payable by him.

10.4. The Purchaser undertakes to fully co-operate in every respect with TETRA and in all reasonable measures which TETRA wishes to take for the protection of its right of ownership with respect to the Goods, and which do not cause unreasonable hindrance to the Purchaser in its business.

10.5. The Purchaser expressly acknowledges and agrees that all TETRA trademarks are the exclusive property of TETRA, or its affiliates or subsidiaries and that Purchaser has no right, title or interest in the TETRA trademarks, or any goodwill related thereto. Purchaser shall not use the trademarks of TETRA in such a way as to damage, tarnish, jeopardize or otherwise prejudice the goodwill and reputation associated with such trademarks or in a manner which may be misleading or deceptive to the public.

The Purchaser shall indemnify TETRA against all losses, liabilities and costs which TETRA may incur arising from or in connection with the Purchasers, breach of any of its obligations under this section 10.5.

ARTICLE 11: PRICES.

11.1. Unless agreed otherwise in writing, the prices stated in the Seller's Confirmation shall be fixed and shall exclude VAT, import and export duties, import and export taxes, clearance charges and all other related costs. Unless agreed otherwise the prices stated shall be quoted in Euro. The prices shall be based on the cost factors applicable at the time of Seller's Confirmation. In case of incidents unforeseen to TETRA, TETRA shall however be entitled to increase the price of the Goods still to be delivered if, due to such unforeseen incidents, the cost price determining factors have been subject to an increase. These factors include but are not limited to raw and auxiliary materials, energy, products obtained by TETRA from third parties, social security contributions, governmental charges, freight costs and insurance premiums. TETRA shall notify Purchaser of such increase.

ARTICLE 12: PAYMENT.

12.1. Unless agreed otherwise, payment must take place according to Seller's Confirmation by transfer of the amount payable to the bank account number as stated by TETRA on the invoice. Payment must take place in Euro, unless agreed otherwise. Any sum due by the Purchaser to TETRA which remains unpaid on the date stipulated for payment shall carry an annual interest according to the following reference annual rate of sixteen (16) percent.

12.2. In the event of liquidation, bankruptcy or moratorium of payments on the part of the Purchaser, the Purchaser's obligations shall become immediately payable.

12.3. All payments shall be made without any deduction on account of any taxes and free of any counterclaims, discount or set-off.

12.4. Payments made by the Purchaser shall always be set off first against all payable interest and costs, and secondly against the payable invoices which have been unpaid longest, even if the Purchaser states that the payment relates to a later invoice.



12.5. Any complaint with respect to the invoice must be notified to TETRA within eight (8) days after the date of invoice. Thereafter Purchaser shall be deemed to have approved the invoice.

ARTICLE 13 COLLECTION COSTS.

13.1. In the event that the Purchaser is in default with respect to the compliance of one or more of its obligations, all reasonable costs incurred in obtaining payment out of court shall be borne by the Purchaser. The Purchaser shall in any event be liable to pay an amount equal to fifteen (15) percent of the invoiced amount, with a minimum of Euro 200 (two hundred Euro) to all of which sums VAT shall be added.

Where TETRA demonstrates that it has incurred higher costs, which were necessary in all reasonableness, these shall also be payable by the Purchaser.

13.2. The Purchaser shall be liable vis-à-vis TETRA for all legal costs incurred by TETRA in all cases, unless these are unreasonably high. This shall only apply if TETRA and the Purchaser enter into legal proceedings in respect of an agreement to which these general terms and conditions apply and if a final legal judgment is issued against the Purchaser.

ARTICLE 14: INDEMNIFICATION.

14.1 Upon delivery and transfer of title of the Goods to Purchaser, Purchaser shall indemnify, defend, release and hold TETRA, its employees, and its parent, subsidiaries, affiliated and related companies harmless from and against any and all damage, losses, costs, expenses, claims, demands and liabilities, including any attorneys' fees and costs of litigation ("Claims"), brought by any person or party when such Claims result from or arise out of or in connection with the Goods, Purchaser's use thereof and/or Purchaser's use or application of any information disclosed or provided by or on behalf of TETRA, regardless of the cause of any such Claims.

14.2 Notwithstanding the foregoing, Purchaser's indemnity obligations in favor of TETRA shall not apply to the extent any such Claims result from the deliberate action, gross negligence or willful misconduct of TETRA or any of its employees, including any Claims resulting from the material failure by TETRA to meet the quality standards as described in herein. However, TETRA shall not be liable for damages due to any lack of conformity of the Goods sold if, at the time of the conclusion of the agreement, the Purchaser knew or could not have been unaware of such lack of conformity or if the Goods sold have been used in a manner inconsistent with any handling specifications or instructions given by TETRA.

ARTICLE 15: FORCE MAJEURE.

15.1. Force majeure shall be understood to mean circumstances beyond the control of either party which hinder a party's ability to comply with its contractual obligations hereunder, other than a party's obligation to pay money due and owing to the other party. Such circumstances shall include acts of God and extreme weather conditions, fire, the effects of governmental laws and regulations, or labor strikes within the affected party's organization, wildcat strikes, political strikes or other labor disturbances.

15.2. In addition, TETRA, as supplier, may also claim force majeure in the event of labor strikes in companies other than that of TETRA, unforeseeable standstill on the part of suppliers of raw materials and/or packaging material or on the part of other third parties on whom TETRA is dependent, general transport problems, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown or shortage of utilities, delay in deliveries of goods supplied by suppliers or subcontractors, sudden regulatory changes within the company of TETRA, or a general lack of necessary raw materials or labor and other Goods or services necessary for the realization of the agreed performance.

15.3. During periods of force majeure the delivery and other obligations resting on TETRA shall be suspended. In the event that the period during which force majeure prevents compliance by TETRA with its commitments lasts longer than 90 days, either party shall be authorized to cancel the agreement, without any obligation to



pay further compensation existing in that case other than for Goods delivered to Purchaser prior to the occurrence of a force majeure event.

15.4. If, at the time when the force majeure comes into effect, TETRA has already partially met its obligations, or is only partially able to meet its obligations, TETRA shall be entitled to invoice the part already delivered or deliverable separately, and the Purchaser shall be bound to pay this invoice as if it were a separate invoice. This shall not apply, however, if the part already delivered/ deliverable has no independent value.

ARTICLE 16: DISPUTES.

16.1 Contrary to the statutory rules governing the power of the civil courts, all disputes between the Purchaser and TETRA shall be decided by the competent court in the district of Helsingborg. Notwithstanding, TETRA shall still be empowered to summons the Purchaser before the competent court according to the law or applicable international treaty.

ARTICLE 17: APPLICABLE LAW.

17.1 With the exclusion of the United Nations Convention on the International Sale of Goods Act, incorporated into Swedish law as (Lag om internationella köp., 1987:822), Swedish substantive law shall be applicable on any agreement entered into between the parties as well as on this AGREEMENT.

ARTICLE 18: PREVAILING LANGUAGE.

18.1 In the event of any discrepancy between the English text and the text in a different language in any other documents (including the Contract Documents), the English text shall prevail.

