

1. Application

These General Conditions of Sale of Vaisala Oyj ("Conditions") shall, subject to any variation agreed in writing by Vaisala Oyj (hereinafter "Vaisala") and in particular subject to any agreement in writing which shall take precedence over these Conditions, unless otherwise stated in such agreement, apply to all quotations, orders and offers and sales, supply, service and replacement of Vaisala's products and equipment ("Products") concerning transactions with Vaisala's customer ("Customer"), and these Conditions shall take precedence over any inconsistent or conflicting provision in the Customer's order or alike.

2. Formation of Contract

Unless a separate written contract has been signed by Vaisala and the Customer the sale, supply, service and replacement of Vaisala's Products shall solely be governed by these Conditions and Vaisala's written acceptance and written confirmation of Customer's order or alike, which hereby together constitute the contract ("Contract") between Vaisala and the Customer.

3. Prices

Unless otherwise stated by Vaisala in writing all quotations are valid for a period of fourteen (14) days from the date of offer and always subject to Vaisala's right to correct any errors in the quoted prices or to vary any price quoted to reflect changes in the cost of labor, materials, shipment, foreign exchange rates, taxes, duty or other levies taking effect prior to the date of delivery.

The quoted prices are exclusive of taxes, duties and charges of any kind in the country of destination. Such duties, taxes and charges are payable by the Customer.

4. Delivery

The terms of delivery are defined in accordance with INCOTERMS 2010. The Products shall unless otherwise expressly agreed in writing be delivered FCA, INCOTERMS 2010.

5. Retention of Title

Transfer of ownership to the Products takes place on the date of Vaisala's receipt of full payment, including possible interest on overdue payment unless otherwise agreed upon.

As long as the price has not been paid in full, the Customer (a) is committed to take all measures necessary to store, protect and identify the Products, to inform Vaisala of such measures, and to grant Vaisala free access to the premises where the Products are properly stored at the Customer's risk and expense, and (b) undertakes not to process, incorporate, give as security or resell the Products, unless prior written authorization is given by Vaisala.

6. Claims

The Products shall be deemed to be accepted by the Customer unless Vaisala has received a substantiated

written claim as to any defects, damage, shortage, non-delivery or other non-conformity with the Contract within fourteen (14) days from the actual date of delivery of the Products or from the date on which the delivery should have taken place according to the Contract.

7. Payment

Unless otherwise agreed in writing, payment shall be made to Vaisala by a confirmed irrevocable documentary credit. Any payment outstanding after the due date shall accrue interest at the rate of twelve percent (12 %) per annum; on the unpaid amount from the date such payment becomes due.

Vaisala is entitled to withhold any and all further deliveries to the Customer until any unpaid amount, including interest, have been paid in full.

8. Delay

Vaisala shall not be under any liability in respect of any delay in delivery or completion of work or service or other non-performance of its obligations under the Contract arising from any Force Majeure occurrence not within the reasonable control of Vaisala including but not limited to industrial or labor disputes, riots, mobs, fires, floods, wars, civil strife, embargoes, shortages of labor, materials, power, fuel or means of transportation or other unexpected natural events, whether affecting Vaisala or any of its suppliers or subcontractors, or for circumstances caused by reasons of law, regulations or actions or inactions of any government or other competent authority. Any delay caused by Force Majeure shall be excused and Vaisala may claim extension of time for as long as such Force Majeure occurrence continues.

9. Liability

Vaisala's aggregate liability to the Customer for damages under this Contract, and regardless of whether the claim for such damages is based in contract, tort, strict liability or otherwise, shall be limited to and under no circumstances exceed the purchase price of the Products, work or service provided under the Contract. Notwithstanding the above Vaisala is under no circumstance liable for any indirect, consequential, special, punitive or incidental damage including, but not limited to, loss of profits or loss of business arising out of or in connection with this Contract.

10. Patents

Vaisala shall subject to limitations of liability stated herein indemnify and hold harmless the Customer from any claim, suit, action or demand asserted against it arising from any claim by third parties of infringement of any patent, trademarks, copyrights or registered designs, which may be attributable to the use of the Products, or the incorporation by the Customer of any Products in equipment sold by the Customer.

The provisions of this clause are subject to the following:

- a) The Customer without delay notifies Vaisala in writing about the claim and gives its authorization, information and assistance for the defense against the claim;
- b) Vaisala is given the authority to control the defense of any claim, including appeals and all negotiations to effect settlement;
- c) The Customer takes into use, if applicable updated components delivered by Vaisala for avoiding the infringement;
- d) The indemnity is limited to and shall not extend to infringements resulting from
 - (i) use or adaptation by Vaisala of Customer's parts, designs or specific instructions,
 - (ii) franchise, use or sale of the Products by the Customer in combination with other equipment or devices, for which the Products were not designed,
 - (iii) alterations of the Products by the Customer,
 - (iv) use or sale of the Products in a manner or for a purpose not disclosed to Vaisala before the Contract date, or
 - (v) a patent, registered design or trademark to which the Customer or affiliate or subsidiary of the Customer has any direct or indirect interest by license or otherwise.

Vaisala's total liability to the Customer under this clause, notwithstanding any other provisions to the contrary, shall not exceed the aggregate sum paid to Vaisala by the Customer for the Products in question.

11. Copyright and Confidentiality

The copyright and other intellectual property rights in all Vaisala's documents including drawings, specifications and instructions furnished to the Customer shall at all times remain vested in Vaisala and neither the documents nor their contents shall be used without Vaisala's express prior written consent for any purpose other than for the purpose for which they were furnished. The Customer shall not without Vaisala's prior written consent disclose, transfer, transmit or otherwise make available to a third party in any manner or form whatsoever the documents or their contents or any information thereof which can permit the duplication or other utilization of them by any third party.

12. Consents

The Customer shall obtain any governmental and other consents required to import, install or use the Products. Vaisala shall obtain the necessary export or re-export licenses or authorizations required to export the Products. Vaisala shall not be obliged to commence performance of the Contract until all necessary export licenses or authorizations have been obtained.

Customer shall be responsible for collection and proper disposal of all waste electrical and electronic equipment (WEEE) and packaging material arising or deriving from the Products.

13. Termination of Contract

In the event that the Customer is in breach of any provision of this Contract or suffers distress or execution or commits an act of bankruptcy or embarks on restructuring proceedings or makes arrangements with creditors due to financial difficulties or goes into voluntary or compulsory liquidation other than for the purpose of reconstruction or amalgamation or has a receiver appointed, Vaisala may without prejudice to any other rights or remedies suspend the performance of, or forthwith terminate this Contract by written notice and shall be entitled to payment for the Products already delivered, work in progress and tooling costs under the Contract in question at the contract rate, or (if none) at a rate reasonably based on the agreed price. Vaisala shall also be entitled to compensation of any loss or damage sustained by it by reason of the operation of this condition.

14. Arbitration and Law Applicable

These Conditions shall be construed, governed and interpreted in accordance with the laws of Finland, excluding its conflict of laws rules thereof. It is expressly agreed that the application of United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

Any dispute, controversy or claim arising out of or relating to this Contract between Vaisala and the customer, which cannot be solved by amicable means shall be submitted to arbitration.

Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce. The Arbitral Tribunal shall consist of one (1) arbitrator. The arbitrator shall be appointed in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce. The award shall be final and enforceable in any court of competent jurisdiction. The arbitration shall be held in Helsinki, Finland, and be conducted in English.

15. Service Works

If the Contract according to these Conditions includes, apart from Products, service works, including but not necessarily limited to such as installation, training, or maintenance, Vaisala's General Conditions of Service shall apply to the aforesaid service works. General Conditions of Service of Vaisala Oyj are available at <http://www.vaisala.com/generalconditions>.

WARRANTY

Vaisala hereby represents and warrants all Products manufactured by Vaisala and sold hereunder to be free from defects in workmanship or material during a period of twelve (12) months from the date of delivery for Products for which this warranty is granted, however, for certain Products a warranty of twenty four (24) months is granted and such Products are listed on Vaisala's Internet pages at <http://www.vaisala.com/warranty> . Such list can be amended or adjusted from time to time by Vaisala. If any Product proves to be defective in workmanship or material within the period(s) herein provided, Vaisala undertakes to the exclusion of any other remedy to repair or at its own option replace the defective Product or part thereof free of charge and otherwise on the same conditions as for the original Product or part without extension to original warranty time. Defective parts replaced in accordance with this clause shall be placed at the disposal of Vaisala.

Vaisala warrants the quality of all repair and service works performed by its employees, or expressly chosen service providers, to Products sold by Vaisala. In case the repair or service works should appear inadequate or faulty and should this cause malfunction or nonfunction of the Products to which the service works was performed, Vaisala shall at its option either repair or have repaired or replace the Products in question. This repair and service warranty applies solely and only to repair and service works to be performed to the warranted Products in question within their respective warranty period, and shall be valid for a period of six (6) months from the date the repair or service works were completed.

This warranty is however subject to following conditions:

- a) A substantiated written claim as to any alleged defects shall have been received by Vaisala within thirty (30) days after the defect or fault became known or occurred, and
- b) the allegedly defective Product or part shall, should Vaisala so require, be sent to the works of Vaisala or to such other place as Vaisala may indicate in writing, freight and insurance prepaid and properly packed and labelled, unless Vaisala agrees to inspect and repair or replace the Product on site.

This warranty does not however apply when the defect has been caused through

- a) normal wear and tear or accident;
- b) misuse or other unsuitable or unauthorized use of the Product or negligence or error in storing, maintaining or in handling the Product or any equipment thereof;
- c) erroneous installation or assembly or failure to service the Product or otherwise follow Vaisala's service instructions including any repairs or installation or assembly or service made by unauthorized personnel not approved by Vaisala or replacements with parts not manufactured or supplied by Vaisala;
- d) modifications or changes of the Product as well as any adding to it without Vaisala's prior authorization;

- e) other factors depending on the Customer or a third party.

Notwithstanding the aforesaid Vaisala's liability under this clause shall not apply to any defects arising out of materials, designs or instructions provided by the Customer.

This warranty is expressly in lieu of and excludes all other conditions, warranties and liabilities, express or implied, whether under law, statute or otherwise, including without limitation ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE and all other obligations and liabilities of Vaisala or its representatives with respect to any defect or deficiency applicable to or resulting directly or indirectly from the Products supplied hereunder, which obligations and liabilities are hereby expressly cancelled and waived. Vaisala's liability shall under no circumstances exceed the invoice price of any Product for which a warranty claim is made, nor shall Vaisala in any circumstances be liable for lost profits or other consequential loss whether direct or indirect or for special damages.