

GENERAL CONDITIONS OF SALE

Vaisala means Vaisala Pty Ltd, any related entity (as described under section 9 of the Corporations Act 2001 (Cwth) and assigns or any of them.

Conditions means these General Conditions of Sale.

Contract means the contract for the supply by Vaisala to the Customer of the Products incorporating these Conditions, the invoice and any other terms and conditions set out in the Customer Application Form, any confirmation of order forwarded by Vaisala to the Customer and in any other correspondence or document forwarded by Vaisala to the Customer.

Customer means the person or entity purchasing Products from Vaisala.

Customer Application Form means the Customer Application For 30 Day Credit Account Form of Vaisala.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999.

Incoterms 2010 means the Incoterms 2010, Publication no. 715E, published by the International Chamber of Commerce.

Premises means any location from which Vaisala conducts business.

Products means all products, goods, equipment and services supplied by Vaisala to the Customer and Product means any of them.

1. SALE

Vaisala agrees to sell and the Customer agrees to purchase the Products under the terms and conditions of the Contract to the exclusion of any terms and conditions of the Customer on any other document including any order or sales contract forwarded by the Customer to Vaisala.

2. PRICES

2.1 All price quotations are valid for a period of 30 days from the date of quotation or such other period as specified in writing by Vaisala subject to Vaisala's right to make any changes necessary to correct errors or allow for increases in the cost of labour, materials, freight, foreign exchange rates, taxes, duty or other levies taking effect prior to the date of delivery.

2.2 The quoted price is exclusive of all taxes, duties and charges of any kind, which may be added to the purchase price at Vaisala's option.

3. GST

3.1. The parties must comply with the GST Act. Unless otherwise stated, all amounts payable under the Contract are exclusive of GST.

3.2. If GST is payable on a taxable supply, the Customer is responsible for the GST amount and the taxable supply will be increased by the GST amount.

4. CREDIT

4.1 A credit account is only available to the Customer if the Customer has completed a Customer Application Form, which has been processed and approved by Vaisala. Until a Customer Application Form is approved, all sales are strictly cash prior to delivery.

4.2 Payment for Products supplied under the credit account must be received by Vaisala within 30 days of the date of the invoice for the Products. Any amount outstanding beyond 30 days may be subject to an interest charge.

4.3 Vaisala reserves the right to require early settlement of accounts.

4.4 Vaisala may charge interest on overdue accounts at the rate of 15% per annum calculated on a daily basis.

4.5 The provision of a credit account to a Customer may be withdrawn at any time without notice to the Customer.

4.6 Vaisala may refuse to accept or refuse to proceed with any order at any time if the Customer's credit is or becomes unsatisfactory to Vaisala.

5. DESCRIPTION

Any description of Products given by Vaisala is for identification purposes only and does not constitute the Contract as a sale by description.

6. DELIVERY

The Products will be deemed to be sold 'EX-WORKS' as defined in the Incoterms 2010.

7. TITLE AND RISK

7.1 All Products sold are at the risk of the Customer from the time the Products leave Vaisala's premises.

7.2 The Customer agrees that until payment of all monies owing to Vaisala, the Products remain the property of Vaisala.

7.3 Until the Customer has paid all monies owing to Vaisala:

7.3.1 the Products are held by the Customer as fiduciary bailee of Vaisala;

7.3.2 the Customer must store the Products separately and so that they are readily identifiable as the property of Vaisala;

7.3.3 the Customer must not sell the Products except with the prior written consent of Vaisala or in the ordinary course of the Customer's business;

7.3.4 the Customer or its agents must not encumber or grant a security interest over the Products;

7.3.5 Vaisala, its employees or agents may enter the premises of the Customer or other premises on which the Products

are located to recover the Products;
and

7.3.6 the Customer indemnifies Vaisala against any loss or damage to the Products.

7.4 The Customer indemnifies Vaisala against loss or damage to the Products.

8. CLAIMS

8.1 The Customer will be deemed to have accepted the Products unless Vaisala has received a substantiated written claim as to any defects, damage, shortage, non delivery or other non conformity with the Contract within 14 days from the date of receipt of the Products by the Customer or its duly appointed representative.

8.2 Vaisala may, at its sole discretion, accept the return of any Products subject to payment by the Customer of a restocking fee and any delivery, transportation, freight, handling and other expenses.

8.3 Vaisala is under no obligation to accept the return of any Products which have been altered in any way or put into use or custom manufactured to the Customer's specifications.

9. PAYMENT

Payment must be made by the Customer to Vaisala in cash or any other form acceptable to Vaisala, without any deduction or withholding and no right of set-off or counterclaim. Any payment outstanding after the due date specified in the relevant invoice will incur interest at the monthly rate determined by Vaisala from time to time on the unpaid balance from the due date until the date payment in full is received.

10. DELAY

10.1 Any delivery and availability dates are estimates only and although Vaisala will endeavour to meet these estimates, Vaisala will not be liable for delay from any cause whatsoever. Any failure on the part of Vaisala to deliver within the time stated will not entitle the Customer to repudiate the Contract in whole or in part.

10.2 Without limiting the above, Vaisala will not be under any liability in respect of any delay in delivery or completion of work arising from any force majeure occurrence not within the reasonable control of the parties, including but not limited to industrial or labour disputes, riots, mobs, fires, floods, wars, civil strife, embargoes, shortages of labour, materials, power, fuel or means of transportation, whether affecting Vaisala or any supplier or sub-contractor, or for circumstances caused by reasons of law, regulations or orders of any government or competent authority. Vaisala may delay its obligations under the Contract for as long as the conditions continue and may make partial delivery to the Customer in proportions that are reasonable in the circumstances.

11. PRODUCT LOANS

Vaisala may, at its discretion, supply Products to the Customer on loan for an agreed period of time for evaluation purposes. These Products will remain at all times the property of Vaisala unless those Products are subsequently purchased by the Customer and paid for in

full. The Customer will be liable for and indemnifies Vaisala against any loss or damage to the Products whilst in their possession. The Customer must pay to Vaisala all costs relating to delivery and return of the Products, including freight, handling and insurance, within the time specified on the relevant invoice. Any Products not returned to Vaisala on or before the due date as agreed between the parties will be deemed to have been sold to the Customer and payment in full for those Products must be made by the Customer to Vaisala.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 If sale to or use of the Products by a Customer infringes any intellectual property rights of any third party, Vaisala will indemnify the Customer against all claims by that third party provided that:

12.1.1 the rights exist in the country of first destination of the Products as specified in the Contract and existed at the date of alleged infringement;

12.1.2 the Customer notifies Vaisala in writing of the claim within 14 days of the Customer becoming aware of the claim;

12.1.3 the Customer makes no settlement or compromise relating to the claim; and

12.1.4 the Customer grants Vaisala full control over any action taken and the Customer provides all reasonable assistance at Vaisala's request.

12.2 The indemnity in clause 12.1 will not extend to infringements resulting from:

12.2.1 Products involving use or adaptation, at the Customer's request, by Vaisala of Customer's parts, designs or specific instructions;

12.2.2 franchise, use or sale of the Products by the Customer in combination with other equipment or devices for which the Products were not designed; or

12.2.3 use or sale of the Products in a manner or for a purpose not disclosed to Vaisala before the contract acceptance.

12.3 Vaisala's total liability in aggregate will not exceed the price paid by the Customer for the Products, including freight costs.

13. COPYRIGHT AND CONFIDENTIALITY

13.1 Vaisala will retain all copyright and other proprietary rights in any Vaisala confidential information and any Vaisala material, including documents, drawings, certifications and instructions provided to the Customer.

13.2 The Customer must not use the Vaisala information or material or their contents for any purpose other than the purpose for which they were provided. The Customer must not disclose, transfer, transmit or otherwise make available to any third party in any manner or form, the Vaisala information or material or their contents or any information relating to them.

14. CONSENTS

The Customer must obtain any governmental or other consents necessary for it to use or deal with the Products and

must provide written confirmation of this to Vaisala. Vaisala will not be obliged to perform any part of the Contract until the Customer has obtained all necessary authorisations and given Vaisala particulars of them.

15. TERMINATION

15.1 If the Customer:

15.1.1 breaches any provision of this Contract or any other contract with Vaisala;

15.1.2 assigns any of its property for the benefit of creditors;

15.1.3 becomes subject to any form of insolvency administration including, without limitation, the appointment of a receiver, receiver and manager, liquidator, provisional liquidator, administrator or controller; or

15.1.4 any step is taken by a mortgagee to exercise its right to take possession of the property of the Customer,

Vaisala may terminate or suspend performance of the Contract or any other contract with the Customer or require payment of cash in advance of delivery and will be entitled to payment for any Product already delivered, work in progress and tooling costs under the Contract at the rate specified in the Contract or, if none is specified, at a reasonable rate.

15.2 Vaisala is entitled to enter any premises to retake possession of any Product which has already been delivered to the Customer where the Contract has been terminated or the performance under the Contract suspended.

15.3 This clause does not limit any other remedy that may be available to Vaisala including compensation for any loss or damage suffered by it.

16. ARBITRATION

Any dispute or difference arising in connection with this Contract must be submitted to arbitration in accordance with the Institute of Arbitrators & Mediators Australia Rules for the Conduct of Commercial Arbitrations.

17. REPRESENTATIONS

The Customer acknowledges that, other than as expressly set out in the Contract:

17.1 neither Vaisala nor any person acting on Vaisala's behalf has made any representations or given any promise or undertaking on which the Customer has relied; and

17.2 Vaisala does not warrant the suitability of any Product for any particular use.

18. AGENT'S WARRANTY

Any person contracting or purchasing Products on behalf of the Customer warrants and guarantees that he or she has the authority to bind the Customer to the Contract.

19. PRODUCT WARRANTY

19.1 Vaisala warrants that all Products manufactured by Vaisala will be free from defects in workmanship or material for 12 months from the date of first delivery, unless otherwise advised by Vaisala in writing. 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>. If any Product proves to be defective in workmanship or material within the period specified in this clause, Vaisala will, to the exclusion of any other remedy, repair or at its option replace the defective Product or part of it, free of charge. Products or parts replaced in entirety will be supplied on the same conditions without any extension to the original warranty period.

19.2 Vaisala may retain defective parts replaced in accordance with this clause.

19.3 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.

19.4 The warranties in this clause are subject to the following conditions:

19.4.1 a substantiated written claim as to any alleged defects must be received by Vaisala within 30 days after the default or fault became known or occurred; and

19.4.2 the allegedly defective Product or part, if Vaisala requires, must be sent to Vaisala or to such other place as Vaisala specifies in writing, freight and insurance pre-paid and properly packed and labelled unless Vaisala agrees to inspect and repair the product or replace it on the Customer's premises.

19.5 This warranty will not apply to any defect resulting from:

19.5.1 normal wear and tear or accident;

19.5.2 misuse or other unsuitable or unauthorised use of the Product or negligence or error in storing, maintaining or handling the Product or equipment with or on which it operates;

19.5.3 incorrect installation or assembly of or failure to service the Product or otherwise to follow Vaisala's service instructions including permitting repairs, installation, assembly or service by personnel not approved by Vaisala or replacements of parts not manufactured or supplied by Vaisala;

19.5.4 modifications or changes to the Products without Vaisala's prior written authorisation; or

19.5.5 any other unauthorised act or fault by the Customer or a third party.

19.6 Vaisala's liability under the Contract will not apply to:

19.6.1 any loss, damage or defect arising out of materials included in or with the Products that were provided by the Customer; or

19.6.2 transportation or freight costs involved in repair or replacement of defective Products under this clause.

19.7 Except as provided in the Contract, Vaisala makes no express warranties in respect of the Products. To the extent permitted by law, Vaisala excludes all implied warranties in respect of the Products that would otherwise be implied by law into the Contract.

20. LIABILITY

20.1 To the extent permitted by law, and except as provided in the Contract, Vaisala excludes all liability for any loss or damage, whether direct, indirect, special or consequential, or loss of profits arising in any way out of the use of or in relation to the Products or due to any negligence or default, act or omission of Vaisala in connection with Vaisala's obligations under the Contract or otherwise.

20.2 Where the preceding paragraph cannot legally operate and to the extent permitted by law, Vaisala's liability for breach of any warranty or any term implied by law into this Agreement or if the Products are defective and such defect is attributed to the negligence or default, act or omission of Vaisala, its employees, contractors or agents, the liability of Vaisala is limited to:

20.2.1 in the case of where the Products are services, the cost of having the services supplied again; or

20.2.2 in the case of Products which are not services, the lowest of the cost of replacing the Products, acquiring equivalent Products or having the Products repaired.

21. INDEMNITY

The Customer must indemnify Vaisala on demand from and against all loss, damage, costs or expenses suffered or incurred by Vaisala arising out of:

21.1 any enforcement by Vaisala of the Contract;

21.2 any breach by the Customer of the Contract and

21.3 any claims by any other person in respect of any personal injury, death or damage to property, whether or not they relate to a defect in the Products, their installation, use or operation or the negligence or default, act or omission of Vaisala or otherwise.

22. WAIVER

Any failure by Vaisala to insist on strict compliance with the Contract or any delay in exercising its remedies will not constitute a variation or waiver of any provisions of the Contract or any remedy available to Vaisala.

23. APPLICABLE LAW

This Contract will be governed by and construed in accordance with the laws of Victoria, Australia, and the Customer submits to the jurisdiction of the Courts of Victoria including all courts of appeal.

24. INTERPRETATION

In these Conditions a reference to:

24.1 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;

24.2 a person includes the legal personal representatives, successors and assigns of that person;

24.3 the singular includes the plural and vice versa; and

24.4 a gender includes the other genders.

25. JOINT AND SEVERAL

If the Customer consists of more than one person or corporate body, the Contract binds them jointly and each of them severally.

26. HEADINGS

Headings are inserted for ease of reference only and do not affect the interpretation of these Conditions.

27. SEVERANCE

27.1 If a provision in the Contract is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

27.2 If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in the Contract.

28. ENTIRE UNDERSTANDING

The Contract contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by the Contract and have no effect.

29. AMENDMENT

The Contract may only be varied or replaced by a document signed by Vaisala and the Customer.