

1. Application

These Conditions shall apply to all quotations, acknowledgements of orders and contracts for the provision of technical personnel, parts or services by Vaisala Pty Ltd ("Vaisala") to a purchaser ("the Customer"). These Conditions take precedence over any inconsistent or conflicting provision in the Customer's orders, forms or documents. The order of precedence of the Contract and its Annexes is specified in the Contract.

2. Services; System; Quotation

Through signing the Vaisala Service Contract or otherwise indicating its order, the Customer orders from Vaisala and Vaisala, having confirmed the Customer's order, undertakes to provide the personnel ("Personnel"), parts ("Parts") or services ("Services") specified in the Contract. If additional personnel, parts, or services are required, Vaisala will use its reasonable best efforts to make them available to the Customer, at Vaisala's place of business or elsewhere, as mutually agreed between the parties. Such additional personnel, parts and services are provided under the terms and conditions set out in these Conditions. Vaisala shall be entitled to use subcontractors in the performance of its duties.

3. Routine Maintenance; Original Parts

The Customer shall be responsible for the necessary routine maintenance of the System. The Customer shall keep a log of the operation and care of the System. The Services are in addition to and not a substitute for routine System maintenance. It is the Customer's responsibility to strictly follow the routine maintenance instructions provided in the manuals and accompanying labels and/or inserts for each item of the System.

Unless otherwise agreed, Vaisala and the Customer shall only use parts of the original brand or parts of equivalent quality when carrying out maintenance of the System.

4. Fees; Basic Day Rates

The Fixed Fee for the Services included therein is specified in the Contract. For additional services, the Customer is charged at the basic day rates agreed. The day rates are charged for each day, including Sundays, holidays and other generally work free days, from the date of departure from Vaisala's place of business until the date of return thereto. This shall also apply in connection with home leave in accordance with Clause 6 D below. If no rates are agreed, the Customer shall, unless otherwise agreed in writing or specified in these Conditions, pay at the service rates generally applied by Vaisala.

In addition to the basic day rates the Customer shall compensate Vaisala for expenses incurred by Vaisala or the Personnel in connection with the assignment as stated below. The following are not included in the Fixed Fee and, if provided by Vaisala, shall be charged separately: services in respect of repair or damage arising from transportation or relocation of the System not performed

by Vaisala; failure of electrical power, air conditioning or humidity control; changes, alterations or additions not performed by Vaisala; or rectification of lost or corrupted data arising from any reason.

For services not included in the Fixed fee, Vaisala shall, at the Customer's request, provide a price estimate after fault tracing but before undertaking any other work. The estimate shall not be binding, but Vaisala shall inform the Customer if it becomes apparent that the final price will exceed the estimate by more than 20 per cent. If the Customer, after receiving the price estimate or such last mentioned notice, chooses not to proceed, the Customer shall nevertheless pay Vaisala for the work Vaisala has performed.

The Fixed Fee does not include services in respect of items which, as a result of wear and tear or other reasons can no longer be maintained in good working order. For such items Vaisala will, upon request of the Customer, submit a price estimate of the work required. In the event that the Customer does not authorize the work to be carried out, the items concerned may be deleted from the scope of Services by Vaisala by a notice in Writing to the Customer.

5. Preparation; Travel

Unless expressly otherwise agreed, the following shall apply:

A. Preparation: The Customer is charged a lump sum for each member of the Personnel for preparation work, such as technical planning and examination of drawings.

B. Travel between Vaisala's place of business and the Customer's site or premises: The Customer shall bear all travelling costs in connection with journeys necessitated by the assignment. The Personnel shall, as far as possible, travel in economy class.

Travelling costs may include costs such as:

- a) fares for travel by air, rail, boat, bus and taxi, car rental, and mileage compensation for use of private car;
- b) daily allowance during the journey;
- c) cost of lodging and other costs in connection with necessary stops during the journey;
- d) costs for transport, customs charges and insurance for personal effects and for instruments and tools.

6. Working Hours

A. Normal working hours: Unless otherwise agreed, the Services shall be carried out during Vaisala's normal working hours. Unless otherwise agreed, a normal working week shall consist of five working days of 8 hours' work between 06.00 and 18.00 hrs. Holidays will be observed in accordance with local customs.

B. Overtime: Work performed outside normal working hours is considered to be overtime and is charged separately. The Customer cannot require the Personnel to work overtime on a regular basis. Overtime may not be charged for travel between Vaisala's place of business and the site.

7. Invoicing and Payment

A. The Fixed Fee for the Services included therein is payable against Vaisala's invoice within thirty (30) days from the commencement of the respective contract period. In respect of services not included in the Fixed Fee as well as in respect of traveling and other costs, Vaisala shall issue a monthly invoice for the work performed and costs incurred. The amount of the invoice shall be paid no later than thirty (30) days from the date of the invoice. Invoicing of basic day rates, overtime, allowances etc. shall be based on time reports.

B. Any payment outstanding after the due date shall accrue interest at the rate of one point twelve per cent (12 %) per annum on the unpaid amount from the date such payment becomes due.

8. Access, Premises, Personnel and Equipment

A. *Access, Premises:* The Customer shall ensure that Vaisala has access to the System at the agreed or notified time for maintenance or other Services. The Customer shall ensure that the site and premises where Vaisala's personnel performs the work are in a suitable condition for the work in question and that the Services are not carried out in unhealthy or dangerous surroundings. The Customer shall take all necessary measures to prevent Vaisala's personnel from being exposed to any safety or health hazard or risk of injury or damage and shall arrange and pay for any necessary protective equipment. Before the commencement of the work the Customer shall notify Vaisala of all relevant safety regulations in force at the site and premises. The Customer shall further ensure that all the necessary safety and precautionary measures have been taken before the work is started and that the Personnel is well informed about the conditions under which the work is carried out and the risks that may be present. If the Personnel, according to the applicable collective agreement, are entitled to economic compensation for special risks or inconvenience during work, the Customer will be charged for the cost incurred.

B. *Personnel and Equipment provided by the Customer:* When a special need therefor arises, the Customer shall provide Vaisala, free of charge, with assisting personnel as well as necessary tools and equipment, lifting and transport equipment with operators, scaffolding including erection and removal, electric power and wiring, necessary connections, etc. If the Customer's personnel shall carry out work under Vaisala's supervision, the Customer's personnel must be qualified to perform the work in question. For the avoidance of doubt, Vaisala has no management or other responsibility for any employees other than the employees of Vaisala.

9. Other Conditions

A. *Notice of commencement date – Planned Services:* Unless the time for planned services is specified in the Contract, Vaisala shall notify the Customer in Writing at least one week in advance of the time when the planned services are estimated to be carried out.

B. *Notice of commencement date – Corrective Maintenance:* Unless otherwise agreed, the Customer shall notify Vaisala in Writing as soon as practicable of the time when the corrective maintenance is requested to be carried out. Upon the receipt of the Customer's request, Vaisala will confirm the availability of resources to perform the work and the time when the services are estimated to be carried out.

C. *Limitation of the work:* The Customer shall not be entitled to use the Personnel for other work or services than those that have been contracted unless an agreement regarding the additional work or services has been reached with Vaisala's authorised representative. For such additional work the same terms and conditions shall apply as for the other work or services by Vaisala.

D. *Taxes and duties:* Unless expressly otherwise agreed, Vaisala is entitled to be reimbursed by the Customer for all taxes, duties and other levies charged to Vaisala or the Personnel in connection with the performance of the Contract.

10. Copyright and Confidentiality

The copyright and other intellectual property rights in all Vaisala 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. The confidentiality obligation shall also apply to the Contract and Vaisala's quotations and acknowledgements of order, together with the plans and other documents contained therein.

11. Delay

A. *Customer's delay:* The Customer shall immediately notify Vaisala if the Customer cannot ensure Vaisala access or for other reasons let Vaisala carry out maintenance or other work at the agreed or notified time. Regardless of the cause for such delay the Customer shall reimburse Vaisala for any additional costs that Vaisala incurs due to the delay.

B. *Vaisala's delay:* Unless expressly otherwise stated by Vaisala in writing, the times or dates for providing personnel, parts or services are estimates only. While Vaisala endeavours to meet the estimated times or dates, failure to comply with such estimates shall not be a breach of contract, and Vaisala shall not be liable for delay. Where a Fixed time has been agreed or notified by Vaisala in Writing, if Vaisala fails to carry out the maintenance at the agreed or notified time and such delay is not due to the Customer or a Force Majeure reason, the following shall apply: In case of late planned services, the Customer shall fix in Writing a final period within which Vaisala shall

have carried out the maintenance. If Vaisala fails to do so, the Customer may carry out the maintenance or employ a third party accepted by Vaisala in Writing to do so. In case of late corrective maintenance the Customer may – having notified Vaisala thereof in Writing – carry out the maintenance or employ a third party accepted by Vaisala in Writing to do so. In both cases, unless the delay is due to the Customer or a Force Majeure reason, Vaisala shall reimburse the Customer for the additional costs the Customer incurs for such maintenance, provided that the Customer proceeds in a reasonable manner. Vaisala shall, regardless of the cause of the delay, repay the amount Vaisala may have received for the services in question.

12. Defects

A. Subject to the terms and conditions set forth below, if Vaisala has failed to perform Services or provide Parts in accordance with the agreed specifications, Vaisala shall, after receipt of the Customer's notice in Writing, without delay remedy the deficiency. In the absence of agreed specifications Vaisala undertakes to perform Services and provide Parts in accordance with Vaisala's specifications and established quality requirements for the services or parts in question.

B. Unless otherwise agreed, Vaisala's liability for work shall only apply to defects which appear within a period of six (6) months after the work was performed, and Vaisala's liability for parts shall only apply to defects which become apparent within twelve (12) months after Vaisala installed the part in question in the System

C. The Customer shall without undue delay and in any case within 8 days notify Vaisala in Writing of any defect which appears in the work performed or the parts provided specifying the nature of the defect. If the Customer fails to give such notice the Customer shall lose its rights in respect of the defect.

13. Limitation of Liability; Indemnity

A. These Conditions set forth the Customer's exclusive remedies and Vaisala's sole obligations with respect to delays or defects in the services or work performed or parts provided. Vaisala shall have no liability for delayed or defective services, work or parts or for Vaisala's negligence.

B. The Customer shall notify Vaisala of any claim in Writing without delay. In case of a cause that is detected or could be detected immediately, such notice shall be given forthwith and in any case within 8 days from the occurrence thereof. Any action, claim or suit must be instituted within twelve (12) months from the provision of the work or parts in question. If an action, claim or suit is not so instituted within the said period, any claims and rights arising out of such cause shall be excluded and deemed to have been waived.

C. If Vaisala incurs liability towards any third party for loss or damage arising out of or in connection with the performance of the Contract or the provision of work or parts, the Customer shall indemnify, defend and hold

Vaisala harmless to the extent that Vaisala's liability is limited as stated in these Conditions. If a claim for loss or damage as described in this Clause is lodged against one of the parties, the latter party shall forthwith inform the other party thereof in Writing.

14. Force Majeure

Vaisala shall not be liable for delay in delivery, completion of work or service or other failure to duly fulfil its obligations, if the delay or failure results from a strike or other industrial or labour dispute, fire, flood, natural catastrophe, riot, war, general mobilization, import, export or currency restriction or embargo, circumstance caused by reasons of law, regulations or acts (or failures to act) of any governmental or other authority, traffic, port or airport congestion, delay or accident during transportation, power failure, failure of telecommunications, acts of terror, widespread life-threatening disease, shortage of labour, materials, power, fuel or means of transportation or other similar events, whether affecting Vaisala or any of its suppliers or subcontractors, or unavailability, incompleteness or inaccuracy of any technical or other information which is the responsibility of the Customer to provide, or any other cause or circumstance beyond Vaisala's reasonable control.

If a Force Majeure reason beyond the Customer's control prevents the Customer from fulfilling its obligations, it shall be entitled to suspend performance thereof for a period which is reasonable having regard to all the circumstances of the case. The Customer shall compensate Vaisala for expenses incurred.

The party claiming to be affected by a cause or circumstance referred to above in this Clause shall notify the other party in Writing without delay on the intervention as well as on the cessation of such cause or circumstance. Regardless of what might otherwise follow from the Contract or these Conditions, Vaisala shall be entitled to terminate the Contract by notice in writing to the Customer if performance of the Contract is suspended under this Clause for more than six (6) months.

15. Contract Period; Notice of New Fee

Unless otherwise agreed, the Contract is concluded for a period of one year and shall be prolonged by one year at a time, unless terminated by notice in Writing at least two (2) months before the expiry of the current contract period. Unless the Fixed Fee is to be adjusted according to an index clause, Vaisala may demand an increase of the Fixed Fee, provided that Vaisala informs the Customer in Writing of the Fixed Fee for the coming contract period at least three (3) months before the expiry of the current contract period.

16. Termination

Each party may terminate the Contract with immediate effect if the other party commits a serious breach of the Contract and fails to remedy such breach within thirty (30)

days after notice in writing of the breach has been sent. If the Contract is terminated under this Clause, the party terminating the Contract shall be entitled to compensation for the loss it has suffered.

17. Arbitration and Law Applicable

A. All quotations, orders, acknowledgements of order, and contracts for the provision of personnel, parts or services by Vaisala shall be construed, governed by and interpreted in accordance with the applicable substantive laws of Australia, without regard to its conflict of laws principles.

B. Any dispute, controversy or claim arising out of or relating to a quotation, order, acknowledgement of order or contract for the provision of personnel, parts or services by Vaisala or the breach, termination or validity thereof, which cannot be solved by amicable means, shall be finally settled and any disputes between the parties with respect to this Agreement shall be decided by the competent courts in the State of Victoria, Melbourne, Australia.