

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 save for products for which a special warranty is given. If any Product proves however to be defective in workmanship or material within the period 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 also warrants the quality of all repair and service works performed by its employees to products sold by it. In case the repair or service works should appear inadequate or faulty and should this cause malfunction or nonfunction of the product to which the service was performed Vaisala shall at its free option either repair or have repaired or replace the product in question. The working hours used by employees of Vaisala for such repair or replacement shall be free of charge to the client. This service warranty shall be valid for a period of six (6) months from the date the service measures 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 the Product or replace it 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) wrong 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.