

### 1. Applicability

This 10-year Warranty Program for Vaisala HMT330 Series Humidity and Temperature Transmitter ("Warranty") shall apply to Vaisala HMT330 Series Humidity and Temperature Transmitter ("Product") sold by Vaisala Oyj ("Vaisala") to its customer ("Customer") subject to Customer fulfilling his obligations as per Clause 3 below. This Warranty may be transferred to subsequent purchasers of Product, provided that such Product is resold in new condition and in its original packaging.

Save as expressly provided in this Warranty, Product shall be subject to Vaisala's standard warranty terms and conditions, as may be amended from time to time, available at <http://www.vaisala.com/warranty>. To the extent Product includes licensing of Vaisala proprietary software, Vaisala General License Conditions (available at <http://www.vaisala.com/en/contact/Pages/conditionsofsale.aspx>) shall apply.

### 2. 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 ten (10) years from the date of delivery for Products for which this Warranty is granted. 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 with similar Product, or subsequent version or model of the same, 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.

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 Product or replace it on site.

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

- a) normal wear and tear, vandalism or accident;
- b) misuse or other unsuitable or unauthorized use of Product or negligence or error in storing, maintaining or in handling Product or any equipment thereof;
- c) wrong installation or assembly or failure to service 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 Product as well as any adding to it without Vaisala's prior authorization;
- e) other factors depending on 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.

### 3. Customer Obligation

Customer shall annually for a period of ten (10) years submit Product for calibration to Vaisala's calibration service center, subject to Vaisala's applicable calibration service fee. Vaisala may offer calibration services from time to time as described at <http://www.vaisala.com/en/services/technicalsupport/servicecenters/Pages/default.aspx>.

### 4. 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, licensors or subcontractors, or unavailability, incompleteness or inaccuracy of any technical or other information which is the responsibility of Customer to provide, or any other cause or circumstance beyond Vaisala's reasonable control.

### 5. Arbitration and Applicable Law

This Warranty 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 Warranty, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland 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 Finland 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.