

1 Application

These General Project Delivery Conditions of Vaisala Oyj ("Conditions") shall apply to all quotations, order acknowledgements and other documents by Vaisala Oyj ("Vaisala") to its customer ("Customer") (Vaisala and Customer separately "Party", together "Parties"), in which quotations, order confirmations or documents they have been referred to or included as an attachment, except to extent a given quotation, order acknowledgement or other document is subject to a separate Agreement (as defined below). By submitting a purchase order, request for offer or any other document to purchase Supplies or Services (as defined below) against a Vaisala quotation or other Vaisala document referencing these Conditions, Customer acknowledges: (a) its complete acceptance of these Conditions; and (b) that any terms accompanying Customer's document(s) related to the Project (as defined below) have no effect and shall not apply. These Conditions may be superseded or amended in writing by a separate agreement agreed upon and executed by both Parties ("Agreement"); otherwise the Project shall solely be governed by these Conditions and related documentation for the Project, which hereby together constitute the full contract ("Contract") between Vaisala and Customer.

These Conditions further apply to any and all modifications, changes, extensions, updates or upgrades of Supplies and Services delivered in connection with Project.

For general conditions of licensed software, refer to the General License Conditions of Vaisala Group at: <http://www.vaisala.com/Vaisala%20Documents/Terms/DOC225649EN.pdf>.

To the extent any third party software is delivered by Vaisala in connection with Project, such software shall be governed by the applicable third party terms and conditions.

For additional conditions regarding Vaisala's Triton products, refer to:

<https://www.skyserve.net/Skyservedev2/help/useragreement1.htm>.

2 Definitions

In these Conditions, following terms shall have the meanings set forth below:

Design Freeze: end of configuration data collection and data confirmation phase, as described in Section 4.

FAT: Factory Acceptance Test, as described in Section 9.

In Writing: communication by document signed by both Parties (including Agreement), or by letter, fax, e-mail and by such other verifiable means as agreed by Parties.

Project: delivery of Supplies and Services by Vaisala within the scope of Project, as detailed in Vaisala's quote or separate Agreement.

Project Price: payment to be made to Vaisala for Project, as defined in Vaisala's quote or separate Agreement.

SAT: Site Acceptance Test, as described in Section 9.

Services: Vaisala's services (if any) included in the scope of Project, as detailed in Vaisala's quote or separate Agreement.

Site(s): place(s) where Supplies are to be installed, including as much of the surrounding area as necessary for unloading, storage and on-Site transport of Supplies and installation equipment.

Supplies: goods, materials and/or documentation included in the scope of Project.

3 Mutual Representations

Each Party represents, warrants and covenants that: (a) it has the full right, power, and authority to render the performance and obligations as set forth herein; and (b) the representative whose signature is affixed to this Contract (when applicable) has full capacity and authority to bind that Party to the terms hereof.

4 Scope and Pricing

Vaisala shall only supply those Supplies and only perform those Services which have been specifically detailed in Vaisala's quote or separate Agreement. Unless otherwise agreed In Writing, Vaisala's standard design, specifications, processes, procedures and methods for the delivery of Supplies, Services and similar items shall be applied. Project Price is dependent on the applicability of these Conditions, scope of Project as detailed in Vaisala's quote or separate Agreement, and the complete and timely fulfilment of all Customer responsibilities.

Unless otherwise agreed In Writing, Services shall be performed at location(s) chosen by Vaisala. To the extent Services include installation and/or other Services to be performed on Site(s), Site(s) shall be defined in Vaisala's quote or separate Agreement.

If specified in separate Agreement or instructed by Vaisala In Writing, Project shall include the following phases: 1) configuration data collection and data confirmation; 2) manufacture and integration of Supplies; 3) testing and acceptance of Supplies. Completion of all phases shall be based on Vaisala's standard processes, procedures and methods. Design Freeze shall take place after the configuration data collection and data confirmation phase, and Vaisala shall inform Customer In Writing of the date of Design Freeze.

Should Customer request any changes to the scope or other items relating to Project, Vaisala shall submit a proposal In Writing on the implementation of such request, including proposal on all other necessary changes, which include changes to time schedule and Project Price. Customer may request changes only within period of one (1) week after order confirmation or Agreement signing by Vaisala, or if Design Freeze applies, only until the date of Design Freeze.

All changes shall be agreed In Writing, and Vaisala shall not be obliged to carry out any such changes until Parties have agreed on changes to all affected items.

Project Price is exclusive of taxes, duties, levies and charges of any kind in the country where Supplies are delivered to or Services performed, or where Site(s) are located. Such taxes, duties, levies and charges are charged separately and payable by Customer.

5 Customer Responsibilities

Customer shall respond in a timely manner to all Vaisala's requests to provide data, information and similar items. Customer shall ensure the accuracy and completeness of all data and/or information supplied and to be supplied by Customer.

Vaisala may provide Customer with a responsibility matrix which defines the roles and responsibilities of Parties under Project in more detail, and such document shall become an integral part of the Contract.

Customer shall in good time undertake preparatory work to ensure that all conditions necessary for the delivery of Supplies and performance of Services are fulfilled. Without limiting the generality of the foregoing, Customer shall ensure that the foundations for Supplies are structurally sound and that Supplies are on Site(s) well in advance before their installation. Upon Vaisala's request, Customer shall issue proof of completion of all preparatory work. Vaisala shall approve (or reject) In Writing all preparatory work on Site(s) at least four (4) weeks before commencement of Services to be performed on Site(s).

Customer shall ensure that Vaisala will be granted necessary access to Site(s), and that Site(s) are safe for the performance of Services. Customer warrants that all necessary safety and precautionary measures on Site(s) have been taken and shall be maintained. Vaisala shall be informed In Writing of all safety regulations in force on Site(s) no later than four (4) weeks before commencement of Services to be performed on Site(s).

Customer shall, no later than when Supplies are ready for dispatch from Vaisala, appoint a representative (or representatives) to act on its behalf during the performance of Services on Site(s). The representative(s) shall be authorised to receive notices, act and make decisions on Customer's behalf in all matters concerning Services on Site(s).

Neither party shall disclose, transfer, transmit or otherwise make available to a third party documentation related to the given sales transaction or any confidential information submitted in connection with the sale, supply or replacement of Products without the written consent of the other party, unless and to the extent required for the purpose of fulfilling the obligations under this Contract. The obligations of this Section 4 shall survive the expiry and termination of this Contract for a period of three (3) years.

6 Time Schedule; Changes, Delays and Extra Charges

Unless otherwise agreed In Writing, time schedule of Project shall be as notified by Vaisala In Writing. Unless otherwise agreed In Writing, time schedule shall not commence prior to the opening and confirmation of the documentary credit in accordance with Section 7, and/or fulfillment of other conditions precedent to the commencement of the time schedule.

Customer acknowledges and agrees that the timely and effective performance of Vaisala's obligations under Project is dependent on Customer's timely and complete fulfillment of its obligations under Project. Customer shall be fully responsible for the actions and omissions of its officers and directors, employees, advisers, and subcontractors.

In the event that any change to the scope, time schedule or other items relating to Project becomes necessary due to reasons not attributable to Vaisala, Vaisala shall be entitled to modify the contents of Project. Should any such modification cause additional costs, including but not limited to costs resulting from waiting time, travel arrangements, storage costs, rental of installation equipment or similar items, Vaisala has the right to charge such additional costs from Customer.

In addition, Vaisala shall be entitled to an extension of the original or any amended time schedule, corresponding with the extension caused by any such change. If any such extension exceeds seven (7) days, Vaisala has the right to inform Customer In Writing of the actions that will be taken due to the extension and the estimated costs resulting therefrom. If any such extension exceeds thirty (30) days, Vaisala shall be entitled to terminate Project and receive compensation for damages incurred due to the termination.

No extension of the time schedule, delay, nonperformance or change by Vaisala as contemplated herein shall constitute a breach of contract or give any right to Customer to claim damages. Payment of Project Price shall not be affected by any such change or extension of the time schedule.

7 Invoicing and Payment

Unless otherwise agreed In Writing, payment of Project Price shall be made by a confirmed irrevocable documentary credit, subject to Uniform Customs and Practice for Documentary Credits (UCP 600) or any subsequent revision of the same. Unless otherwise agreed In Writing, contents of the documentary credit shall be Vaisala's standard.

All documentary credits must be issued directly to the bank nominated by Vaisala and be available by sight payment with that bank. In no event shall Vaisala be responsible for bank or other charges outside of Finland or charged by entities other than the bank nominated by Vaisala. Manufacture of Supplies shall not commence prior to the opening and confirmation of the documentary credit.

Unless otherwise agreed In Writing, payment milestones shall be as follows: 1) thirty per cent (30%) as advance payment, payable against invoice only and advance payment guarantee (if applicable); 2) sixty per cent (60%) against delivery documents and invoice; 3) ten per cent (10%) against SAT protocol and invoice; however at the latest four (4) months from delivery, as per the delivery term defined in Section 8, against invoice only.

All additional charges shall be invoiced monthly; payment term net 30 days.

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 suspend Project and withhold any other deliveries to Customer until any unpaid amount, including interest, has been paid in full. If any payment remains outstanding for more than three (3) months, Vaisala shall be entitled to terminate Project, demand payment of any unpaid amount, and receive compensation for damages incurred due to the termination.

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8 Delivery Term; Transfer of Risk and Ownership

The terms of delivery are defined in accordance with INCOTERMS 2010. Unless otherwise agreed In Writing, Supplies shall be delivered CIP (named airport or port) (INCOTERMS 2010). Partial deliveries are allowed, and Vaisala shall retain the right to choose the Supplies to be included in each individual delivery.

If Project includes Services to be performed on Site(s), such Services shall be delivered on Site(s) detailed in Vaisala's quote or separate Agreement.

Transfer of risk shall take place upon delivery as per the delivery term defined in Section 8. Vaisala shall retain title to Supplies until Vaisala's receipt of full payment, including payment for Services and possible interest on overdue payment. Until full payment has been received or unless prior written authorization has been given by Vaisala, Customer (a) shall take all measures necessary to store and protect Supplies, including labeling Supplies as being owned by Vaisala, shall inform Vaisala of such measures, and shall grant Vaisala access to the premises where Supplies are stored for inspection and removal purposes at Customer's risk and expense, and (b) undertakes not to process, incorporate, give as security or resell Supplies.

9 Testing and Acceptance

If and to the extent included in the scope of Project and in Project Price, testing of Supplies shall comprise FAT and/or SAT performed by Vaisala. FAT and SAT shall be conducted according to Vaisala's standard processes, procedures and methods, as notified by Vaisala. Customer participation in FAT and/or SAT shall be at Customer's cost.

Customer representative(s) shall be invited to attend FAT at Vaisala's facilities or other location notified by Vaisala. FAT shall be scheduled no later than 30 (thirty) days from the date of invitation. Presence of Customer representative(s) is required at FAT, but in their absence, Vaisala may perform FAT alone. FAT protocol shall be signed by the representatives of Parties, or in the absence of Customer representative(s), by Vaisala representative alone. Irrespective of the manner in which FAT is conducted, Vaisala shall be entitled to proceed with the subsequent phases of Project following FAT.

Installation of Supplies shall be followed by SAT without delay. Presence of Customer representative(s) is required at SAT, but in their absence, Vaisala may perform SAT alone. SAT protocol shall be signed by the representatives of Parties, or in the absence of Customer representative(s), by Vaisala representative alone.

Minor deficiencies which do not affect the operation of Supplies shall not prevent FAT or SAT from being completed and accepted.

Supplies and Services shall be deemed finally accepted, and Vaisala's obligations under Project completely fulfilled, upon signing of SAT protocol, or upon taking Supplies wholly or in part into operational use, whichever occurs first. In the event SAT is not included in the scope of Project, Supplies shall be deemed finally accepted upon delivery of Supplies as per the delivery term defined in Section 8, and Services shall be deemed finally accepted immediately after their performance.

Whenever Project includes separable portions (for example individual stations or sub-systems), Vaisala may notify Customer In Writing that acceptance of such separable portions will take place individually for each such portion. The interpretation and application of FAT, SAT, acceptance, completion of Project and commencement of warranty period shall apply separately to each separable portion, and references to Supplies and Services under Project shall mean those parts of Supplies and Services included in the relevant separable portion.

10 Confidentiality

Neither Party shall disclose, transfer, transmit or otherwise make available to a third party documentation related to Project or any confidential information submitted in connection with Project or this Contract without the written consent of the other Party, unless and to the extent required for the purpose of fulfilling the obligations under this Contract. The obligations of this Section 10 shall survive the expiry and termination of this Contract for a period of three (3) years.

11 Intellectual Property Rights

All trademarks, copyrights, trade names, patents, designs, drawings, technical data, trade secrets, and any other information designated as confidential information of a Party shall remain the sole property of that Party.

12 Indemnification and Limitation of Liability

12.1 Intellectual Property Rights Indemnification by Vaisala

Vaisala shall hold harmless, defend and indemnify Customer, and each of its directors, officers, members, managers, employees, and agents (collectively, the "Customer Indemnified Parties") from and against any and all damages, losses, liabilities, costs and expenses suffered or incurred by any of Customer Indemnified Parties in any action, suit, litigation, arbitration or dispute brought by a third party arising or resulting from any claim that Supplies provided to Customer infringe any copyright, patent, or trademark, constitute a misappropriation of any trade secret, or violate any other intellectual property or proprietary right of any third party. The Customer Indemnified Parties shall without delay notify Vaisala in writing about any such action, suit, litigation, arbitration or dispute, and they shall not settle or make any admissions in respect of the same. Vaisala shall be given the option, at its expense, to control the action, suit, litigation, arbitration or dispute, and shall be given all necessary information, authorization and assistance to defend the same.

The foregoing indemnity shall not apply (a) to a claim, damage, loss, liability, cost or expense to the extent attributable to the negligent activities or intentional misconduct of any of Customer Indemnified Parties, (b) where any such infringement, misappropriation, or violation would not have occurred but for Customer's modification of Supplies or Customer's combination of Supplies with any hardware, software or service not provided by Vaisala or (c) to claims by entities

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belonging to the same group of companies with the Customer or otherwise associated with any of the Customer Indemnified Parties.

12.2 General Indemnity

Each Party shall hold harmless, defend and indemnify the other Party and its respective directors, officers, members, managers, employees, consultants, contractors, and agents from and against any and all third party claims, demands, suits, actions, or proceedings (and resulting costs, expenses and liabilities), which arise from personal injury, death, or tangible property loss or damage attributed to, or caused by, either Party's negligent performance under this Contract or by Supplies supplied by Vaisala (including latent defects in such Supplies). The foregoing indemnity shall not apply to the extent that such injury, death, tangible property loss or damage is caused in whole or in part by the willful misconduct or gross negligence of the Party seeking to be indemnified.

12.3 Limitation of Liability

NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT OR OTHERWISE TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF A PARTY TO THE OTHER PARTY AND TO ALL INDEMNIFIED PARTIES FOR ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ("DAMAGES") ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCLUDING INDEMNIFIED FOR WHICH CUSTOMER INDEMNIFIED PARTIES MAY BE ENTITLED TO PURSUANT TO SECTION 12.1 ABOVE, SHALL NOT EXCEED THE AGGREGATE COMPENSATION PAID OR PAYABLE TO VAISALA UNDER THIS CONTRACT.

12.4 No Indirect Damages

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR DAMAGES WHICH ARE INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS OR REVENUE (EXCLUSIVE OF THE FULL PAYMENT FOR SUPPLIES AND/OR SERVICES SOLD PURSUANT TO THE TERMS OF THIS CONTRACT) INCURRED BY EITHER PARTY WHETHER IN AN ACTION BASED ON CONTRACT OR TORT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE. DAMAGES RESULTING FROM ANY LOSS OF DATA SHALL BE DEEMED INDIRECT DAMAGES, AND SHALL BE SUBJECT TO THIS SECTION 12.4.

13 Warranty

Vaisala hereby represents and warrants all Supplies to be free from defects in workmanship and material during a period of twelve (12) months. If any of Supplies proves to be nonconforming in workmanship or material within the period herein provided, Vaisala undertakes, to the exclusion of any other remedy, to repair or at its option replace the nonconforming Supplies or part thereof free of charge. Supplies so repaired or replaced shall have a six (6) month warranty

period from the date of delivery and otherwise on the same conditions as for the original Supplies or part thereof, unless the original warranty period extends beyond the six (6) months warranty period, in which case the original warranty period applies. Vaisala shall have the option to repair the Supplies at a Vaisala facility of its choosing or on Site(s). Nonconforming Supplies replaced in accordance with this Section 13 shall be placed in Vaisala's possession for disposal.

Vaisala warrants all Services to be performed in a workmanlike manner, free from material defects. In the event Vaisala fails to perform Services in accordance with the agreed specifications and should this cause malfunction or non-functioning of Supplies, Vaisala shall, after receipt of Customer's notice in writing, remedy the deficiency without delay.

This warranty is subject to the following conditions:

- a) a substantiated written claim as to any alleged nonconformity shall have been received by Vaisala within thirty (30) days after the nonconformity occurred or became known; and
- b) the allegedly nonconforming Supplies or part thereof shall be sent to the appropriate Vaisala facility or to such other place as Vaisala may indicate In Writing, properly packed and labeled by Customer, unless Vaisala has agreed to inspect and repair or replace the Supplies on Site(s); and
- c) the Supplies and/or Services are within the warranty period.

Freight and insurance shall be at Vaisala's expense subject to Customer following the return material authorization procedures set by Vaisala for the return of the nonconforming Products, as set forth on Vaisala's website.

This warranty does not apply when the nonconformity has been caused through:

- a) Normal wear and tear;
- b) Accident, theft or vandalism;
- c) Forces of nature;
- d) Misuse or other unsuitable or unauthorized use of Supplies or negligence or error in storing, maintaining or handling Supplies;
- e) Erroneous installation or assembly or failure to service Supplies or otherwise follow Vaisala's service instructions, including any repair, installation, assembly or service made by personnel not approved by Vaisala or replacements with parts not manufactured or supplied by Vaisala;
- f) Modifications or changes to Supplies as well as any adding to them without Vaisala's prior authorization; or
- g) Other factors depending on Customer or a third party.

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

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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 SUPPLIES OR SERVICES, WHICH OBLIGATIONS AND LIABILITIES ARE HEREBY EXPRESSLY CANCELED, WAIVED AND DISCLAIMED. VAISALA'S LIABILITY UNDER THIS WARRANTY SHALL UNDER NO CIRCUMSTANCES EXCEED THE INVOICE PRICE OF ANY SUPPLIES OR SERVICES FOR WHICH A WARRANTY CLAIM IS MADE, NOR SHALL VAISALA IN ANY CIRCUMSTANCES BE LIABLE FOR LOST PROFITS OR OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES.

The warranty period shall commence on the earliest event of:

- Acceptance of Supplies, as per the acceptance regulations defined in Section 9; or
- Six (6) months from the delivery of Supplies, as per the delivery term defined in Section 8.

14 Export Control and Compliance

a) The subject technology of this Contract, including all data and articles provided hereunder, may be controlled for export purposes under the Export Administration Act of 1979 (50 USC 2401-2410), the Export Administration Regulations promulgated thereunder (15 CFR 768-799), the International Traffic in Arms Regulations (22 CFR 120-128 and 130), and the Foreign Corrupt Practices Act and their successor and supplemental laws and regulations (collectively the "Export Regulations"). Customer represents that neither Customer nor any of its directors, officers, members, managers or employees, or any person or entity known to Customer to be directly involved in this transaction as freight forwarder, consignee, end-user, consultant, agent or otherwise is designated on any of the U.S. government restricted parties lists, including without limitation the U.S. Commerce Department Bureau of Industry and Security Denied Persons List, Entity List or Unverified List, the U.S. Treasury Department Office of Foreign Asset Controls Specially Designated National and Blocked Persons List or the U.S. State Department Directorate of Defense Trade Controls Debarred Parties List or restricted parties lists of any country having jurisdiction over Customer or the transaction involving Supplies and/or Services that are the subject of this Contract or related technology.

Customer acknowledges that: (1) Export Regulations impose restrictions on the import, export, and transfer of certain categories data, articles and services to third countries and non-U.S. residents (including foreign persons working legally in the United States); and (2) licenses from the US Department of State and/or the US Department of Commerce may be required before such data, articles and/or related services can be exported; and (3) such licenses may impose further restrictions on the use and further disclosure of such data and articles. Customer agrees to comply with all U.S. Governmental

regulations as they relate to the import, export, re-export and use of the subject technology hereof.

Customer shall have full responsibility for obtaining any export and import licenses and other authorizations required to export, import and use Supplies and/or Services. Vaisala shall not be obliged to commence performance of this Contract until all necessary export and import licenses and authorizations have been obtained.

(b) Customer shall hold harmless, defend and indemnify Vaisala and its respective directors, officers, members, managers, employees, consultants, contractors, and agents from and against any and all claims, demands, suits, actions, or proceedings (and resulting costs, expenses, penalties, fines and liabilities), arising out of claims, suit, allegations or charges of Customer's failure to comply with the provisions of this Section 14 and breach of the representation set forth in paragraph (a) above; provided, however, that in the event Customer requests the export classification of the relevant Supplies and/or Services from Vaisala and Vaisala fails to provide the correct export classification, then the preceding indemnification provision shall not apply. Any failure of Customer to comply with the requirements or any breach of the representations contained in this Section 14 shall be a material breach of this Contract.

15 General

15.1 Force Majeure; Elevated Risks; Economic Hardship

Neither Party shall be liable for delay in delivery or other failure to duly fulfil its obligations due to a Force Majeure event. Force Majeure events are events beyond the control of both Parties and include, but are not limited to: a strike or other industrial or labor dispute, fire, flood, sandstorm, or any other natural catastrophe, act of God, riot, war, general mobilization, import, export, currency restriction or embargo, circumstance caused by reasons of law, regulations or acts (or failures to act) of any federal, state or local government 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 labor, materials, power, fuel or means of transportation or other similar events, whether affecting either Party or any of its suppliers or subcontractors, or any other cause or circumstance beyond either Party's reasonable control.

The Party affected by a Force Majeure event shall notify the other Party In Writing as soon as commercially reasonable. Each Party shall be entitled to terminate this Contract by notice In Writing to the other Party if performance of this Contract is suspended under this Section 15.1 for more than six (6) months.

When Site(s) are located in high-risk countries or areas, as solely determined by Vaisala, Vaisala reserves the right to suspend Project in the event Vaisala determines that the security of its personnel or property (or those of Vaisala's subcontractors) cannot be reasonably established or maintained.

Where Project becomes more onerous to Vaisala due to economic hardship, Vaisala nevertheless endeavours, subject to the provisions of this Section 15, to fulfil its obligations under Project. There is hardship where the occurrence of events fundamentally alters the

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equilibrium of the contract either because the cost of Vaisala's performance has increased or because the value of the performance Vaisala receives has diminished, and: (a) the events occur or become known to Vaisala after the time of quotation or the conclusion of contract; (b) the events could not reasonably have been taken into account by Vaisala at the time of quotation or the conclusion of contract; (c) the events are beyond the control of Vaisala; and (d) the risk of the events was not assumed by Vaisala. Vaisala shall inform Customer of the economic hardship and its effects In Writing.

If Project is prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days during Project on account of one or more events defined in this Section 15 (other than Force Majeure events), Parties will attempt to create a mutually satisfactory solution, failing which Vaisala may terminate this Contract by giving a notice In Writing to Customer, without incurring any liability towards Customer.

15.2 Assignment

Neither Party shall be permitted to assign or transfer, in whole or in part, this Contract, or any rights or obligations hereunder, except with the written authorization of the other Party, and with regard to Vaisala, except as assigned or transferred to a Vaisala Group Company. Such authorization shall not be unreasonably withheld. Any attempted assignment in violation of this Section 15.2 shall be null and void.

15.3 Non-waiver

Failure to enforce any right under this Contract will not be deemed a waiver of future enforcement of that or any other right.

15.4 Nature of Weather Forecasting and Assessment

In the event that Customer is purchasing weather forecasting and/or assessment data, the Parties acknowledge that weather forecasting and assessment is an inexact science and that the forecasts and assessments provided under this Contract may contain errors. The use or application of any content or data contained in or provided by Supplies and/or Services shall be the sole responsibility of the users of Supplies and/or Services, who shall assume all liabilities and obligations with respect to any use or application of such Supplies and Services.

15.5 Electrical Waste Disposal

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

15.6 Product Loan

Vaisala may, at its discretion, supply Supplies to Customer on loan for an agreed period of time for evaluation and other agreed purposes. All Supplies loans shall be subject to these Conditions. Such Supplies will remain at all times Vaisala's property, and Customer shall indemnify Vaisala against any loss or damage to the Supplies whilst in Customer care and custody in accordance with Section 12.2.

15.7 Termination

In the event that either Party files for bankruptcy, makes arrangements with creditors due to financial

difficulties, goes into voluntary or compulsory liquidation other than for the purpose of reconstruction, or has a receiver appointed, the other Party may, without prejudice to any other rights or remedies, terminate this Contract with immediate effect by written notice.

In the event that either Party materially breaches this Contract and fails to cure the breach within thirty (30) days after being notified, the non-breaching Party may terminate this Contract.

In any event of termination, Vaisala shall be entitled to payment for Supplies and Services already delivered and work in progress.

15.8 Guarantees

If separately agreed In Writing, Vaisala may issue guarantee(s) in favor of Customer. In such case, guarantees shall be obtained directly from Vaisala's bank, and specifically not from Customer's bank.

Specific amounts of the guarantee(s) shall be agreed separately In Writing, but in no event shall they exceed: 1) For advance payment guarantee, amount of the actual advance payment received by Vaisala; 2) For performance guarantee, ten percent (10%) of Project Price; 3) For warranty performance guarantee, five percent (5%) of Project Price. In no event shall Vaisala be responsible for bank or other charges outside of Finland or charged by other entities than its own bank.

All guarantees shall be subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision (ICC Publication No. 758.) or any subsequent revision of the same.

15.9 Subcontracting

Vaisala may subcontract performance of all or part of its obligations under Project to a third party. Vaisala shall be entitled to use such subcontractors as it may select, at its sole discretion.

15.10 Governing Law and Dispute Resolution

This Contract shall be governed by the laws of Finland, without regard to its conflict of laws rules. It is expressly agreed that the application of United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

The Parties shall first try to resolve any dispute relating to or arising from this Contract through good faith negotiations. If the Parties are unable to resolve the dispute through negotiations, the dispute shall be submitted to, and settled by, binding arbitration by a single arbitrator in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The place of arbitration shall be Helsinki, Finland, and the language of the arbitration shall be English. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator.