

1 Application

These General Conditions of Purchase of Vaisala Group (“Conditions”) shall apply to the purchase of products and/or services (“Products” and/or “Services”, jointly “Deliverables”) by any Vaisala group company (“Vaisala” or “Vaisala Group Company”) from Vaisala’s supplier (“Supplier”) except to the extent that the purchase is subject to a separate written agreement agreed upon and executed by both parties. Supply of Deliverables shall solely be governed by (i) these Conditions, Vaisala’s purchase order (“Purchase Order”) and related documentation for the given transaction, or (ii) a separate written agreement agreed upon and executed by both parties; either of the foregoing constituting the full contract (“Contract”) between Vaisala and Supplier for the supply of Deliverables.

These Conditions shall supersede and exclude all terms and conditions of Supplier which may appear or be referred to on any proposal, quotation, acknowledgement, confirmation, delivery order, invoice or other document in any form issued by Supplier. Supplier shall supply Deliverables in accordance with these Conditions.

Supplier shall comply with the principles set forth in Vaisala’s Supplier Code of Conduct, available at:

<https://www.vaisala.com/en/sourcing-and-suppliers>.

Further, Supplier shall comply with all applicable laws and regulations related to the supply of Deliverables and its own operations.

2 Products and Services

Deliverables shall meet the specifications and requirements set out in Contract. Change in any specification, requirement and/or substance of Deliverables and/or any other change that may affect the quality, fit, form and/or function of any of Deliverables is subject to Vaisala’s prior written approval.

3 Prices, Payment, Delivery, Packing, and Statement of Decontamination

3.1 Price and Payment

The price will be as set out in the Contract. Prices are deemed to be inclusive of carriage, packing, customs duties, fees, taxes and any other charges. Invoices for Products shall be submitted upon delivery of Products and invoices for Services upon acceptance of Services. The payment term is sixty (60) days net from the date of invoice, such date not to precede the date of delivery. Vaisala is entitled to withhold payment if Supplier has not supplied Deliverables in full quantities and/or if any of Deliverables does not strictly conform to the specifications and other requirements specified in Contract.

3.2 Delivery

The delivery times and places for Deliverables shall be as set out in Contract. Any change in the time or place of delivery is subject to Vaisala’s prior written approval.

Vaisala is not obliged to take any Products into its possession before the time of delivery. Partial deliveries are not allowed, unless approved by Vaisala in writing.

Unless otherwise stated in Contract, the delivery term shall be Delivered Duty Paid – DDP (Incoterms 2010) to applicable Vaisala facility.

3.3 Transfer of Risk and Title

Risk in Deliverables shall transfer to Vaisala upon Vaisala’s acceptance of Deliverables.

Title to Deliverables shall transfer to Vaisala upon delivery.

3.4 Packing

Products shall be appropriately packed in accordance with standard industry practice. Supplier agrees to inform Vaisala of any relevant specifics relating to the storage of Products. Supplier agrees to indemnify Vaisala against any damage due to improper packing and protection.

3.5 Statement of Decontamination

Supplier represents and warrants that all Products supplied to Vaisala are pathogenically clean and free from any radioactive, bio-hazardous, hazardous chemical, physical hazards or otherwise dangerous substances, gasses, or materials, including potential chemical, radioactive, or bio-hazardous contamination, and that Products and other items do not pose a hazard to human health, and are thereby safe for human handling.

Should certain Products contain dangerous substances or require the taking of special safety precautions during handling, transport, storage or use, Supplier shall, before delivery, provide Vaisala with the necessary information relating to the nature of these substances and the precautions to take in writing. Supplier shall ensure that, before dispatch, the appropriate instructions and warnings are clearly displayed on Products in question and on the packaging in which they are placed.

4 Testing and Acceptance

Receipt of, or payment for, Deliverables shall not be deemed to be acceptance of Deliverables by Vaisala. Vaisala shall have reasonable time to inspect or test Deliverables and to report any defect or non-conformity to Supplier. If a defect or non-conformity in Deliverables was not reasonably detectable during the inspection, Vaisala shall have a reasonable time period to provide notice of such defect or non-conformity after it has become apparent. In such case, Vaisala may reject all or part of Deliverables. Supplier shall, at Vaisala’s option, either re-deliver the rejected Deliverables without delay, or issue a credit invoice for the full value of the rejected Deliverables.

The parties may agree on acceptance procedure and criteria, in which case acceptance will be subject to Vaisala’s written acceptance. Supplier shall inform Vaisala in writing within a reasonable time period in advance when Deliverables are ready for acceptance.

5 Confidentiality and Vaisala Property

Supplier shall not disclose or use, for any other purpose than the fulfilment of Contract, any information related to Contract or the existence of Contract without Vaisala’s prior written approval.

All drawings, technical documents, tooling, data, software and other material provided by Vaisala to Supplier and/or produced by Supplier for Vaisala remain

and/or become the property of Vaisala, unless otherwise agreed in writing.

6 Intellectual Property Rights

Each party shall retain its pre-existing intellectual property rights.

Intellectual property rights in any Vaisala-specific Products and any specifications issued by Vaisala shall be retained by Vaisala.

Supplier shall have a non-exclusive right to use the specifications issued by Vaisala and other material and documentation protected by Vaisala's intellectual property rights solely for the purposes of manufacturing and/or supplying Products for Vaisala during the term of Contract.

7 Indemnification and Limitation of Liability

7.1 General and Intellectual Property Rights Indemnity

Notwithstanding Section 7.2, Supplier agrees to indemnify Vaisala and its officers, directors, employees and agents against and hold them harmless from all claims, suits, actions, demands and proceedings and all damages, costs, expenses and liabilities (including but not limited to attorneys' fees and costs) related to (i) product liability, product safety and/or personal injury, including but not limited to death; and/or (ii) loss or damage to any property; and/or (iii) any other liability attributable to any act or omission of Supplier, any Product and/or any manufacturing process of any Product; and/or (iv) any claim of infringement of any patents, trademarks, copyrights, trade secrets or designs or other industrial and/or intellectual property rights in Deliverables sold to Vaisala. Vaisala shall without delay notify Supplier in writing of any such claims, suits, actions, demands and proceedings, and shall not settle or make any admissions in respect of the same. Supplier shall be given the option to control the action, suit, litigation, arbitration or dispute, and shall be given all necessary information, authorization and assistance to defend the same.

7.2 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.

8 Warranty

The Supplier hereby warrants that all Products shall be free from defects in material and workmanship and in strict conformity with the specifications and requirements set out in Contract for a period of twelve (12) months from the date of delivery. If any of Products does not meet the warranty, Supplier shall either (i) promptly supply replacement Products to Vaisala at Supplier's sole risk and expense, or (ii) promptly repair Products at Supplier's sole risk and expense.

The Supplier warrants that all Services shall be performed in a workmanlike manner with care and skill at least equal to that considered standard in the relevant industry and in strict conformity with the specifications and requirements set out in Contract. In the event that Supplier fails to perform Services in accordance with the specifications and requirements set out in Contract,

Supplier shall, upon Vaisala's notice, remedy the deficiency without delay. Supplier's liability under this Section shall apply to defects which appear within a period of twelve (12) months after the Services were performed.

If Supplier fails to remedy any defects in Deliverables within a reasonable time period, Vaisala has the right to (i) deduct the value of the defective Deliverables from any invoice of Supplier, or (ii) be refunded for the defective Deliverables by Supplier, or (iii) repair the defective Deliverables or have the defective Deliverables repaired by a third party at Supplier's risk and expense.

9 General

9.1 Equal Employment Opportunity

Supplier is notified that they may be subject to the requirements of Executive Order 11246, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212 and Section 503 of the Rehabilitation Act of 1973, as amended, and their implementing regulations, all of which are specifically incorporated by reference in Purchase Order. Where applicable, **Vaisala and Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

9.2 Force Majeure

Neither party shall be liable for a failure to fulfil its obligations under these Conditions or any Contract when such failure is due to Force Majeure. The party affected by Force Majeure shall, without delay, notify the other party in writing of the occurrence of Force Majeure specifying the nature of such occurrence. In case Force Majeure lasts for a consecutive period of more than six (6) months, each party shall have the right to terminate the affected Contract by giving a written notice of termination to the other party.

9.3 Assignment

Supplier shall not have the right to assign any of its rights or obligations under Contract to any third party without Vaisala's prior written approval.

9.4 Subcontracting

Supplier shall not use any subcontractor to perform any of its obligations under Contract without Vaisala's prior written consent. Notwithstanding any such consent, the Supplier shall be liable for the performance of any subcontractor.

9.5 Severability

If any provision of these Conditions is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

9.6 Non-Waiver

The failure by either party to enforce any right under these Conditions will not be deemed a waiver of future enforcement of that or any other right.

9.7 Re-Scheduling, Cancellation and Termination

Vaisala may reschedule and/or cancel the supply of Deliverables seven (7) days prior to the agreed delivery date by a written notice to Supplier, without incurring any liability towards Supplier.

Vaisala may terminate Contract in whole or in part by written notice to Supplier if Supplier is in breach of any of its obligations under Contract and fails to remedy the breach within reasonable time specified by Vaisala to Supplier in a written notice. In the event of a change of control of Supplier, Vaisala may immediately terminate Contract in whole or in part by written notice to Supplier.

9.8 Governing Law and Dispute Resolution

Contract shall be governed by and construed in accordance with the laws of the country (and/or the state, as applicable) of the place of incorporation of the applicable Vaisala Group Company. It is expressly agreed that the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

Any dispute relating to or arising in connection with Contract shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall be held in the place of incorporation of the applicable Vaisala Group Company, and shall be conducted in English.

The award shall be final and binding and enforceable in any court of competent jurisdiction.