

## **1 Application**

These General Conditions of Purchase (“General Conditions”) shall be exclusively applied to and govern all Purchase Orders placed by Vaisala (“Purchase Orders”) relating to the purchase of Products and/or the provision of Services, as defined in any Purchase Orders (“Products” and/or “Services”).

These General Conditions and any Purchase Orders placed by Vaisala shall supersede and exclude any order confirmations and/or terms and conditions of the seller (“Seller”) which may appear or be referred to on any proposal, quotation, acknowledgement, confirmation, delivery order, invoice or other document in any form used by the Seller. The Seller agrees to deliver Products and/or provide Services in accordance with these General Conditions and Vaisala’s Purchase Orders.

## **2 Products and Services**

Each Product delivered and/or Service provided by the Seller to Vaisala shall meet the specifications and requirements set out in Purchase Orders placed by Vaisala. Change in any specification, requirement and/or substance of a Product/Service and/or other changes that may affect the quality, fit, form and/or function of any Product/Service are subject to Vaisala’s prior written approval.

## **3 Prices, Payment, Delivery and Packing**

### **3.1 Price and Payment**

The price will be as set out in the relevant Purchase Order. 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 the Products and invoices for Services upon acceptance of the Services. The payment term is forty five (45) days net after the date of invoice. Vaisala is entitled to withhold payment if the Seller has not delivered the Products or Services in full quantities and/or if any Products or Services do not strictly conform to the specifications and other requirements specified in a Purchase Order.

### **3.2 Delivery**

The delivery times and places for Products and Services shall be as set out in Purchase Orders. Any change in the time of delivery is subject to the prior written approval of Vaisala. Vaisala is not obligated 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 a Purchase Order, the delivery term shall be DDP Vaisala Facility (Incoterms 2010).

### **3.3 Packing**

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

## **4 Confidentiality and Vaisala Property**

During the performance of the Purchase Order and for a period of five (5) years following its expiration or termination, the Seller shall not disclose or use, for any

other purpose than the fulfilment of a Purchase Order, any information related to any Purchase Order or the existence of a Purchase Order without the prior written consent of Vaisala. Any signed and valid non-disclosure agreement between the Parties covering any Products and/or Services shall be applied as intended. All drawings, technical documents, tooling, data, software and other material provided by Vaisala to the Seller and/or produced by the Seller for Vaisala remain and/or become the property of Vaisala, unless otherwise agreed in writing.

## **5 Indemnification and Limitation of Liability**

### **5.1 General and Intellectual Property Indemnity**

Notwithstanding Section 5.2, the Seller 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 the Seller, 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 Products or Services sold to Vaisala. The Seller shall without delay notify Vaisala in writing of any such claims, suits, actions, demands and proceedings and the Seller 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.

### **5.2 Limitation of Liability**

The maximum aggregate liability of the Seller to Vaisala for any and all damages, losses, liabilities, costs and expenses arising from or related to these General Conditions shall not exceed the price paid or payable under a Purchase Order or fifty thousand (50 000) euros, whichever is higher. 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.

## **6 Warranty**

The Seller 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 Purchase Orders for a period of twelve (12) months from the date of delivery. If the Products do not meet the warranty, the Seller shall either (i) promptly supply replacement Products to Vaisala at Seller’s sole risk and expense, or (ii) promptly repair the Products at Seller’s sole risk and expense.

The Seller 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 Purchase Orders. In the event the Seller fails to perform the Services in accordance with the specifications and requirements set out in the Purchase Orders, the Seller shall upon

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

If the Seller fails to remedy any defects in Products or Services within a reasonable time, Vaisala has the right to deduct the value of the defective Products or Services from any invoice of Seller or to be refunded for the defective Products or Services by the Seller.

## **7 General**

### **7.1 Force Majeure**

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.

### **7.2 Assignment**

The Seller shall not have the right to assign any of its rights or obligations in relation to any Products, Services or these General Conditions without the prior written consent of Vaisala.

### **7.3 Severability**

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

### **7.4 Non-Waiver**

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

### **7.5 Termination**

Vaisala may reschedule and/or cancel any and all parts of deliveries of Products or Services seven (7) days prior to the agreed delivery time upon written notice to the Seller without incurring any liability to the Seller. If, however, Vaisala cancels any or all parts of Services later than seven (7) days prior to the agreed delivery time, Vaisala shall nevertheless pay to the Seller the portion of the price equal to the Services demonstrably already provided at the time of cancellation. Vaisala may terminate any Purchase Order in whole or in part by written notice to the Seller if the Seller is in breach of any of its obligations under these General Conditions and has not rectified the breach within two (2) weeks of receiving notice requesting such rectification. In the event of a change of control of the Seller, Vaisala may immediately terminate any Purchase Order in whole or in part by written notice to the Seller.

### **7.6 Governing Law and Dispute Resolution**

These General Conditions and all Purchase Orders shall be governed by and construed in accordance with the laws of Finland. 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 disputes relating to or arising in connection with any Purchase Order and/or these General Conditions shall be finally settled in arbitration by one (1) arbitrator and be conducted in the English language and held in Helsinki, Finland. The arbitrator is to be appointed by the Arbitration Committee of the Finland Chamber of Commerce and the rules of the said Committee are to be followed in the arbitration. The award shall be final and binding and enforceable in any court of competent jurisdiction.