

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 (hereinafter “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) Vaisala’s purchase order including these Conditions (“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 the Contract.

Parties may execute and exchange Contract documentation through electronic means, in which case an electronic copy shall have the same force and effect as an original.

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 Deliverables

Deliverables shall meet the specifications and requirements set out in Contract.

3 Prices and Payment

Price will be as set out in the Contract. Prices are 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. If not otherwise instructed by Vaisala in the relevant Purchase Order, Supplier shall submit invoices in electronic format to the applicable invoicing address indicated at:

<https://www.vaisala.com/en/lp/contact-form/office-locations-invoicing/invoicing>

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 of the Contract.

4 Delivery, Packing, Transfer of Risk and Title, and Statement of Decontamination

4.1 Delivery

Products and/or Services will be delivered to the location indicated in the Contract during the relevant reception department’s opening times. Any change in the time or place of delivery is subject to Vaisala’s prior written approval. Time of delivery is of the essence to Vaisala.

Deliverables will be accompanied by a delivery note in duplicate mentioning the Purchase Order number and the description and quantity of Products/Services, as required by the relevant Purchase Order.

Partial deliveries are not allowed, unless approved by Vaisala in writing in advance.

Vaisala reserves the right to reject all or part of the Deliverables in the event of early or late deliveries, excess or deficient quantity, or other non-compliance with the Contract.

Unless otherwise stated in the Contract, the delivery term shall be Delivered at Place – DAP (Incoterms 2020) to the applicable Vaisala facility.

In the event of actual or anticipated delay in delivery, the Supplier must immediately notify Vaisala in writing, stating at minimum the reason for and duration of the delay and Supplier’s measures taken or planned to minimize the effects of delay. Without prejudice to any other rights and remedies it may have, Vaisala may, at its option, exercise one or more of its rights as follows:

- (i) apply liquidated damages at the rate of 1% per each day of delay, calculated on the basis of the total price of the Purchase Order, including tax, up to a maximum of 15% of the total price of the Purchase Order, including tax;
- (ii) if the delay exceeds one (1) month or if the maximum amount of liquidated damages has been reached, cancel the Purchase Order, even if partial deliveries have already been made;
- (iii) remedy the delay by obtaining corresponding products and/or services from another supplier, at the Supplier’s risk and cost.

Liquidated damages and other resulting costs for which the Supplier is responsible shall be either set off against any sums payable to the Supplier, or charged separately by Vaisala.

4.2 Packing

Supplier will pack the Products in a manner suitable to their nature, method of transport and storage. The Supplier will be liable for damages attributable to unsuitable or incorrect packaging. Each packaging unit must bear on the outside, visibly, information concerning transport, special handling, safety and/or storage information, Purchase Order number and batch number, description of Products, number of units, name and address of the consignor and the consignee, gross and net weight, and any other information required by the applicable regulations. Any specific handling and/or storage instructions shall be notified to Vaisala in writing reasonably in advance and in any event before dispatch.

4.3 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.

4.4 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 special safety precautions during handling, transport, storage or use, Supplier shall, reasonably in advance and in any event before dispatch, provide Vaisala in writing with the necessary information relating to the nature of these substances and the precautions to take. 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.

5 Testing and Acceptance

Receipt of, or payment for, Deliverables shall not be deemed to be acceptance of Deliverables by Vaisala.

Vaisala shall have at least fifteen (15) business days to inspect or test Deliverables and to report any defect or non-conformity to Supplier.

Should Deliverables be non-compliant, Vaisala will notify the Supplier thereof and reserves the right to reject Deliverables and make them available for the Supplier to remove at the Supplier's risk and cost. If the Supplier has not removed the rejected Deliverables within five (5) business days from the date of notification, Vaisala reserves the right to dispose of them, such as scrap them, or return them to the Supplier at the Supplier's risk and cost.

If a defect or non-conformity in Deliverables was not reasonably detectable during the inspection or test, Vaisala shall have a reasonable time 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 and the 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.

Parties may agree on additional 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 in advance when Deliverables are ready for acceptance testing.

6 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.

7 Intellectual Property Rights

Each party retains all intellectual property rights in its pre-existing information, documentation and material.

Supplier shall have a limited non-exclusive right to use Vaisala's pre-existing information, documentation and material solely for the purposes of the Supplier's performance of the Purchase Order.

All intellectual property rights arising from the performance of the Purchase Order on the basis of information, documentation or material provided by Vaisala shall transfer to Vaisala upon creation without any additional compensation. Supplier shall have a limited non-exclusive right to use such intellectual property rights solely for the purposes of the Supplier's performance of the Purchase Order.

All intellectual property rights in any Vaisala-specific Deliverables and any specifications provided by Vaisala shall be owned by Vaisala. Supplier shall have a limited non-exclusive right to use specifications provided by Vaisala solely for the purposes of manufacturing and/or supplying Products for Vaisala during the term of Contract.

8 Indemnification and Limitation of Liability

8.1 General and Intellectual Property Rights Indemnity

Notwithstanding Section 8.2, 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) related to (i) product liability, product safety and/or personal injury or death; and/or (ii) loss of 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.

Should a need for a recall arise in respect of any of the Products, Supplier shall, in consultation with Vaisala, arrange for such recall at its own expense.

8.2 No Indirect Damages

Vaisala shall not be liable to Supplier for damages which are indirect, incidental, consequential, punitive, special or exemplary, including, without limitation, any loss of profits or revenue.

9 Warranty

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 twenty-four (24) 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.

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 twenty-four (24) 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.

10 Insurance

Supplier undertakes to maintain, with a reputable insurer, insurance coverage sufficient for the type of Supplier's activities, nature of the Products and Services, and specifics of any Purchase Order. Upon request, Supplier shall provide Vaisala with evidence of its compliance with the foregoing insurance requirements.

11 General

11.1 Employer Obligations and Equal Employment Opportunity

In accordance with the applicable law, Supplier shall be responsible for the fulfilment of all employer's statutory obligations with respect to Supplier's employees, such as related to salaries, taxation, pension and social security.

Where applicable, 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.

11.2 Compliance with GDPR

Each party agrees to comply with the Regulation (EU) 2016/679 (General Data Protection Regulation).

Vaisala's Privacy Policy is available at: <https://www.vaisala.com/en/vaisala-policies#privacy-policy>

Leosphere SAS's Privacy Policy is available at: <https://www.leosphere.com/quality-policy-leosphere-data-protection/>

11.3 Health and Safety

Supplier shall comply with all health and safety regulations applicable to Supplier's performance of Contract. Without limiting the generality of the foregoing, while performing Services on Vaisala's site, Supplier shall comply with all reasonable health and safety instructions which Vaisala may issue from time to time.

11.4 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.

11.5 Assignment

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

11.6 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.

11.7 Economic Dependence

Supplier shall notify Vaisala immediately of any risk of economic dependence. Placement of several Purchase Orders by Vaisala to Supplier over time shall not oblige Vaisala to notify Supplier of its intention not to place any further Purchase Orders.

11.7 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.

11.8 Non-Waiver

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.

11.9 Requests for Information

Supplier shall respond without delay to Vaisala's reasonable requests for information concerning Products.

11.10 Change Management

Change in any specification, requirement and/or substance of Deliverables and/or any other change that may affect the quality, form, fit and/or function of any of Deliverables is subject to Vaisala's prior written approval.

Vaisala may, at any time, request the Supplier to modify any of the Deliverables, in which case the Supplier shall, without delay, provide Vaisala with a technical and commercial proposal for such modification, including the price and time schedule for the modification, and the effects of the modification on the quality of Deliverables.

Supplier shall notify Vaisala of the end of life of any of the Products or components thereof at least one (1) year in advance of the cessation of production, and shall accommodate Vaisala's reasonable last time buy requests related to the same.

11.11 Re-Scheduling, Cancellation and Termination

Vaisala may reschedule 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.

11.12 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.