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Observations for a Better World

Vaisala enables enhanced safety, efficiency and decision making through its measurement products and related services. Our way of operating is driven by customer focus, innovation, integrity and collaboration. They guide us in our everyday activities, both within Vaisala and with our partners and customers.



These **General Conditions of Sale and Service of Vaisala Canada Inc.** (“Conditions”) govern and explain the terms under which Vaisala Canada Inc. (“Vaisala”, “we” or “us”) agrees to the sale and replacement of products (“Products”) and provision of calibration, repair, field and other services (“Services”) to Vaisala’s customer (“Customer” or “you”). By submitting a purchase order (including orders in Vaisala Online Store), request for offer or any other document to purchase Products and/or Services, or acting on any Vaisala document referencing these Conditions, you acknowledge: (a) your complete acceptance of these Conditions; and (b) that any terms accompanying your document(s) have no effect and shall not apply.

Our transaction with you shall solely be governed by these Conditions and related Vaisala documentation for the given transaction, which hereby together constitute the full contract (“Contract”) between us and you. The Contract may be superseded or amended only by a separate written agreement agreed upon and executed by the parties (“Agreement”).

Common conditions

<p>1 Prices and Payment; Taxes</p>	<p>1.1 Products, Services, prices and other relevant information are set out in our quotation or acknowledgement of order. Products and Services, together with associated additional conditions, may be further detailed in Product specific documentation (“Product Information”) and/or Service specific documentation (“Service Information”) attached to our quotation or acknowledgement of order, or otherwise made available to you.</p> <p>1.2 Once we have established any credit limitations, our pricing is based on net 30 days payment terms from the date of invoice. We may agree to apply different payment terms, for which additional charges may apply. All payments must be made directly by you.</p> <p>1.3 We do not include any taxes, duties or additional charges of any kind in our prices, and will add all such separately chargeable items to your invoice amount as applicable. Each party complies with applicable tax regulations and pays all applicable taxes directly to the appropriate authorities.</p> <p>1.4 Any amount outstanding after the due date shall accrue interest at the rate of twelve percent (12%) per annum or the highest amount allowable by law, whichever is lower, from the date your invoice becomes due. Upon first day of delay, we reserve the right to suspend all deliveries to you until any unpaid amount, including interest, has been paid in full.</p>
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<p>2 Responsibility for Use of Content and Data</p>	<p>2.1 The use or application of any content or data provided or generated by Products and Services shall be the sole responsibility of you and/or the end-users of those Products and Services. You and/or end-users shall assume all liabilities and obligations with respect to any use or application of such content and data.</p>
<p>3 Data Rights; Licenses</p>	<p>3.1 For the purposes of the Contract, the following definitions apply:</p> <p>“Product Data” means data pertaining to the performance, condition and maintenance of Products.</p> <p>“Measurement Data” means (i) data measured or generated by Products or other equipment provided or operated by us, and (ii) data measured or generated by other equipment of the Customer and made available to us in relation to the Services, as well as related metadata (such as location and timing of the measurement).</p> <p>“Generalized Data” means data based on further processing of Measurement Data or Product Data, or combination thereof with other material, which data (i) doesn’t include information on Customer’s identity, and (ii) doesn’t include data items of Measurement Data as such but only in aggregated form or combined with other data items (excluding metadata contained in the Measurement Data which may be included as such).</p> <p>3.2 You shall retain the rights to any Product Data and Measurement Data supplied by you to us.</p> <p>3.3 When and to the extent we have access to Measurement Data or Product data in relation to or in connection with the provision of Services, you hereby grant the following licenses:</p> <ol style="list-style-type: none"> 1. We shall have the right to process Product Data for the purposes of provision of the Services to you and for our quality control, research and development purposes. 2. We shall have the right to process Measurement Data for the purposes of provision of the Services to you (including support and maintenance related Services). 3. We shall have the right to create sets of Generalized Data based on the Measurement Data and/or Product Data. Such sets of Generalized Data shall be regarded as separate and independent data sets, and your rights, title or interest in Measurement Data and Product Data shall not encompass such Generalized Data. <p>3.4 We shall have the right to use Measurement Data and/or Product Data for the purposes of quality control, research and development (including without limitation right to develop our machine learning systems) and provision of value-added Services to third parties, provided always that the information or data disclosed to third parties is Generalized Data and that Measurement Data or Product Data as such is not disclosed to third parties.</p>
<p>4 Limitation of Liability</p>	<p>4.1 Products and Services are priced in accordance with proper limitations of liability. Any variation from the following limitations may result in a price increase or other changes in our quotation. Please read carefully the following limitation of liability provisions.</p> <p>4.2 Except in the case of gross negligence, willful misconduct or fraud, our maximum liability to you, and your maximum liability to us, shall not exceed the price of the Product(s) or Service(s) causing any such liability. Neither party will be liable to the other for any indirect losses, such as loss of profit or goodwill, or costs of cover purchase, even if such loss was reasonably foreseeable.</p> <p>4.3 Nothing in this Section 4 is intended to affect either party’s rights which cannot be limited or excluded based on the applicable law.</p>

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5	General Indemnity	<p>5.1 Within the limits provided for in Section 4, 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 attributed to, or caused by, either party's negligent performance under the Contract or by Products or Services supplied by us.</p> <p>5.2 The foregoing indemnity shall not apply to the extent that such injury, death, or tangible property loss is caused in whole or in part by the willful misconduct, gross negligence or fraud of the party seeking to be indemnified.</p>
6	Force Majeure	<p>6.1 Despite our coordinated efforts and intentions to manufacture and deliver the Products and provide the Services to you as planned, the parties realize that not all things go according to plan. This Section 6 provides relief to each party in Force Majeure events, as detailed below.</p> <p>6.2 Neither party shall be liable for delay in delivery or other failure to duly fulfil its obligations (except for your payment obligations) due to a Force Majeure event. Force Majeure events are events beyond the commercially reasonable control of the affected party and may include events affecting suppliers and subcontractors.</p> <p>6.3 The party affected by a Force Majeure event shall notify the other party in writing as soon as reasonable. Each party shall be entitled to terminate the Contract by notice in writing if performance of the Contract is suspended under this Section 6 for more than six (6) months.</p>
7	Product and Service Lifecycles	<p>7.1 We are constantly working on improving our offering, and retiring those Products and Services that we determine no longer best serve you. We reserve the right to discontinue manufacturing and providing, or change the design or specification of, any Product or Service at any time and without prior notice to you.</p> <p>7.2 We shall fulfill all Contracts concluded prior to the discontinuation of manufacturing or provision, or changing the design or specifications, of the Products and/or Services.</p>

Product specific conditions

8	Invoicing	<p>8.1 Unless otherwise stated in our quotation or in the Agreement, we will send an invoice for the entire price of the Products and associated charges, costs, and taxes (when applicable) upon dispatch of the Products.</p>
9	Delivery	<p>9.1 We will deliver, and Products are priced in accordance with, FCA Vaisala facility (Incoterms ICC 2020). We may agree to apply a different delivery term, for which additional charges may apply. We will note the applicable delivery term on our quotation or acknowledgement of order.</p> <p>9.2 We will utilize commercially reasonable efforts to meet the indicated lead times, and will notify you if any changes to those times are expected. Expedited delivery times may be available to you for an additional fee.</p>
10	Acceptance	<p>10.1 Products shall be deemed accepted if you do not make a written reclamation (for example, by email) about their quantity or quality within seven (7) days after delivery.</p>
11	Risk and Title	<p>11.1 Risk of loss and damage to the Products is transferred to you in accordance with the applicable delivery term (Incoterms ICC 2020).</p> <p>11.2 Title to the Products passes to you without notice once we have received full payment for the Product price and any additional charges, costs, and taxes (when applicable). You must utilize commercially reasonable measures to store and protect Products until we have passed title to you.</p>
12	Product Warranty	<p>12.1 We hereby represent and warrant our Products to be free from defects in workmanship and material during a period of twelve (12) months from the date of delivery.</p>

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12.2 Warranties of longer duration are available for those specific Products set forth on our website at <http://www.vaisala.com/en/contact/Pages/warranty>. Lists of such Products may be amended or adjusted from time to time by us.

12.3 If any Product proves to be nonconforming in workmanship or material within the period(s) herein provided, we undertake, to the exclusion of any other remedy, to repair or at our option replace the nonconforming Product or part thereof free of charge. Product so repaired or replaced shall have a six (6) months warranty period from the date of delivery and otherwise on the same conditions as for the original Product or part thereof, unless the original warranty period extends beyond the six (6) months warranty period, in which case the original warranty period applies. We shall have the option to repair the Product at a Vaisala facility of our choosing or on site. Nonconforming Products replaced in accordance with this Section 12 shall be placed in our possession for disposal.

12.4 This warranty is subject to the following conditions:

- a) a substantiated written claim as to any alleged nonconformity shall have been received by us within thirty (30) days after the nonconformity occurred or became known; and
- b) the allegedly nonconforming Product or part thereof shall be sent to the appropriate Vaisala facility or to such other place as we may indicate in writing, properly packed and labeled by you, unless we have agreed to inspect and repair or replace the Product on site; and
- c) the Product is within the warranty period.

12.5 Freight and insurance shall be at our expense, subject to you following the return material authorization (RMA) procedures set by us for the return of the nonconforming Products, as set forth on our website.

12.6 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 the Product (for example, in contravention with the Product manual), or negligence or error in storing, maintaining or handling the Product;
- e) Erroneous installation or assembly, or failure to service the Product or otherwise follow our service instructions, including any repair, installation, assembly or service made by personnel not approved by us, or replacements with parts not manufactured or supplied by us;
- f) Modifications or changes to the Product as well as any adding to it without our prior authorization; or
- g) Other factors depending on you or a third party.

12.7 We are not liable for nonconformities arising out of materials, designs or instructions provided by you.

12.8 Certain Products may have specific warranty conditions which are in addition to, or deviate from, the standard warranty defined in this Section 12. Specific warranty conditions are detailed in Product Information, when applicable.

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Service specific conditions

13 Invoicing	13.1 Unless otherwise stated in our quotation or in the Agreement, we will invoice the entire price of the Services upon their completion and charge costs and expenses as they occur.
14 Place of Performance	14.1 We will perform the Services at the location or site specified in our quotation or the Agreement. In the absence of a specified location or site, Services will be performed at a Vaisala (or subcontractor) facility of our choosing.
15 Acceptance	15.1 Services shall be deemed accepted by you upon the provision of Services (or part thereof) unless we receive a substantiated written claim within seven (7) days after the provision of Services (or part thereof).
16 Service Warranty	<p>16.1 We warrant the Services to be performed in a diligent and workmanlike manner. Unless otherwise agreed, Services shall be performed using our standard procedures and methods.</p> <p>16.2 Following your substantiated written claim of Services (or part thereof) not being compliant with the Contract, presented within the time period set forth in Section 15.1, we will reperform such Services without undue delay.</p> <p>16.3 Certain Services may have specific warranty conditions which are in addition to, or deviate from, the standard warranty defined in this Section 16. Specific warranty conditions are detailed in Service Information, when applicable.</p>
17 Working Hours	17.1 Unless otherwise agreed, our work week consists of Monday through Friday, an 8 hour shift between 06:00 AM and 18:00 PM. In addition to standard holidays in the country where Services are performed, we observe the standard Canadian holidays.
18 Access to Premises; Health and Safety	<p>18.1 You shall ensure that we have access to the relevant premises, your personnel, Products and other items to be serviced at the agreed or notified time. You shall further ensure that all premises where our (or our subcontractor) personnel operates and all items that are subject of the Services are in good condition and do not pose health or safety risk to such personnel.</p> <p>18.2 You shall take all necessary measures to prevent any personnel from being exposed to any safety or health hazard, or risk of injury or damage, while at any of your premises. You shall ensure that all the necessary safety and precautionary measures have been taken and that the personnel are well informed about the conditions under which the Services are to be carried out and of the risks that may be present.</p> <p>18.3 To the extent applicable, you shall notify us of all relevant safety regulations in force at your premises at least four (4) weeks before commencement of Services. In the event we or our (or our subcontractor) personnel determine, in our/their sole discretion that the premises are not safe to perform the Services, you shall be notified of the unsafe conditions. Personnel may refuse to perform the Services without penalty or liability to us until such time that the health and safety requirements are properly and completely addressed by you.</p> <p>18.4 You shall ensure that all items sent to any Vaisala (or subcontractor) facility are free of hazardous materials, contaminants, flora and fauna.</p>
19 Subcontracting	<p>19.1 In order to provide quality Services and to serve you in an efficient manner in various locations, we may use qualified subcontractors to perform the Services.</p> <p>19.2 We remain responsible for the activities of our subcontractors.</p>

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Governance conditions

20 Confidentiality	<p>20.1 We have specific and unique data, information, knowledge and know-how with regard to Products, Services and their applications. All the data and information provided by us to you, inclusive of Product Information and Service Information, prices, drawings, technical data, technology, and materials, which is not publicly available, is proprietary and confidential to us (“Vaisala Information”). You agree to use Vaisala Information only for the purposes of the Contract. You will not disclose Vaisala Information to third parties (except to your affiliates and authorized end-users) or copy, decompile, modify, reverse engineer, or create derivative works out of Vaisala Information.</p> <p>20.2 You may choose to disclose certain non-public information (“Customer Information”) to us. We agree to use Customer Information only for the purposes of the Contract and will not disclose Customer Information to third parties (except to our affiliates, representatives and channel partners).</p> <p>20.3 Unless the parties have a valid non-disclosure or confidentiality agreement in place, the obligations of this Section 20 shall survive for a period of three (3) years from the initial disclosure.</p>
21 Intellectual Property Rights and Indemnification	<p>21.1 All trademarks, copyrights, trade names, patents, designs, and any other intellectual property of a party protected or not by a title shall remain the sole property of that party. All intellectual property rights resulting from any development work undertaken by us shall vest exclusively in us.</p> <p>21.2 We do not grant you any rights to the Products or Services other than those specifically granted in the Contract or Agreement. You agree not to infringe, directly or indirectly, any of our intellectual property rights, and shall not copy, decompile, modify, reverse engineer, or create derivative works out of Products or Services.</p> <p>21.3 We act diligently to avoid third party intellectual property violations. In the unlikely event of such violation, we shall hold harmless, defend and indemnify you, and each of your directors, officers, members, managers and employees (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 Products and/or Services provided to you 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.</p> <p>21.4 Customer Indemnified Parties shall without delay notify us 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. We shall be given the option, at our expense, to control the action, suit, litigation, arbitration or dispute, and shall be given all necessary information, authorization and assistance to defend the same.</p>
22 Export Control; Licenses and Authorizations	<p>22.1 Each party acknowledges that Products and Services may be subject to export control regulations as set forth by (i) the U.S. Department of Commerce Export Administration Regulations (EAR), U.S. Department of State International Traffic in Arms Regulations (ITAR) or other requirements of the U.S. Government; (ii) European Commission regulations; (iii) United Nations Security Council resolutions; and (iv) applicable local regulations (together the “Export Control Regulations”) regulating the export and re-export of Products and Services.</p> <p>22.2 You represent that you and the end-users of the Product(s) and/or Service(s) are not named on any Export Control Regulations list of restricted parties.</p> <p>22.3 Each party hereby agrees not knowingly export or re-export the Products or Services (or any product, process or service resulting directly therefrom), directly or indirectly, to any country or a foreign national of a country in violation of the Export Control Regulations.</p> <p>22.4 You shall have full responsibility for obtaining any export and import licenses and other authorizations required to export, import and use Products and Services. We shall not be obliged to commence performance of the Contract until all necessary licenses and authorizations have been obtained.</p> <p>22.5 You acknowledge that violation of this Section 22 may lead to termination of the Contract, cancellation of remaining deliveries, refusal to enter into any future transaction with you, and indemnity under Section 5 (General Indemnity).</p>

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23 Termination	<p>23.1 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 the Contract with immediate effect by written notice.</p> <p>23.2 In the event that either party materially breaches the Contract and fails to cure the breach within thirty (30) days after being notified, the non-breaching party may terminate the Contract with immediate effect.</p> <p>23.3 In any event of termination, we shall be entitled to payment for Products already delivered and for costs resulting from work in progress.</p>
24 No Assignment	<p>24.1 Neither party shall be permitted to assign or transfer, in whole or in part, the Contract, or any rights or obligations hereunder, except with the written authorization of the other party, and with regard to us, 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 24 shall be null and void.</p> <p>24.2 Nothing in this Section 24 shall limit our right to use subcontractors.</p>
25 Non-Waiver	<p>25.1 Failure to enforce any right under this Contract will not be deemed a waiver of future enforcement of that or any other right.</p>
26 Data Privacy	<p>26.1 We value the privacy of the representatives of our customers, and agree to use their personal data only for the purposes of the Contract and for marketing activities related to our Products and Services, including marketing by our channel partners and representatives. More information can be found in our Privacy Policy located at https://www.vaisala.com/en/vaisala-policies#privacy-policy.</p>
27 Reference Rights	<p>27.1 We may refer to you as our customer in sales presentations and sales activities with other customers. Upon written consent from you, we may refer to you as our customer in all types of communication and media.</p>
28 Governing Law and Dispute Resolution	<p>28.1 This Contract shall be governed by the laws of the Province of British Columbia, 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.</p> <p>28.2 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 National Arbitration Rules of the ADR Institute of Canada, Inc. The place of arbitration shall be the City of Vancouver in the Province of British Columbia, 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.</p>
