

**1. Scope of Application**

The present terms and conditions ("Conditions") shall together with Sercel's proposal ("Proposal") govern any sale and delivery of products ("Products") made by Sercel Metrolog Business Unit ("Sercel"), unless other conditions have been agreed upon in writing by Sercel. Therefore, the Conditions and the Proposal supersede any other documents relating thereto, including Buyer's conditions. By ordering Products, Buyer elects to enter and be bound by the Conditions and the Proposal. Any modification to the Conditions and/or the Proposal is not binding or enforceable unless agreed in writing by Sercel. In case of discrepancies between the Conditions and the Proposal, the latter will prevail.

**2. Formation of the Contract**

Unless otherwise stated in the Proposal, the Proposal remains in full force and effect for a period of thirty (30) days from its date. If no order from Buyer is received by Sercel by or on the expiration date of the Proposal, the Proposal shall be deemed cancelled. Binding contract will be deemed entered into only upon Sercel's written acknowledgement of the written or oral order ("Acknowledgement") and upon, unless otherwise agreed in the Proposal, receipt by Sercel of the following documents: (i) export licences and all other authorisations, if any; (ii) approvals/authorisations from Buyer's country authorities for the payments outside such country in foreign currency; and (iii) an irrevocable and confirmed documentary credit in a form acceptable to Sercel or a bank guarantee covering 100 % issued by a bank acceptable to Sercel of the total price of the Products or a down payment, as stated in the Proposal.

**3. Cancellation of Order**

Should the Buyer cancel partly or wholly an order, without any prejudice to any other of right Sercel may have under these Conditions or at Law, Sercel is entitled to charge to the Buyer (i) sales price for Products already delivered and, (ii) sales prices for Products manufactured or being manufactured or ready to be delivered and, (iii) a sum equal to 15% of the total value of the order to compensate any prejudice, additional costs and expenses resulting from the cancellation of the order.

**4. Drawings and Data**

All information supplied by Sercel regarding weights, sizes, performance and technical information of any kind in brochures, circulars, advertisements and price list are approximate and shall be taken as generally representing the Products. Sercel shall be entitled to modify the Products descriptions and specifications and to replace prior to delivery, any part, element or component thereof by any other having substantially similar technical specifications.

**5. Delivery and Time of Delivery**

Unless otherwise agreed, the Products sold by Sercel are delivered "EXW Sercel premises" (EXW - Incoterms 2000). Whatever the delivery conditions, the Incoterms of the International Chamber of Commerce (Edition 2000, publication n°560) shall apply. Unless otherwise agreed in the Acknowledgement, the delivery date set forth in Sercel's documents is always indicative, and, therefore, is not binding Sercel and does not allow termination of the order or damages in case of delay whatsoever. Delivery date is always compounded from the effective date of the Acknowledgement as defined in item 2 hereof. Partial deliveries are permitted. Sercel is entitled to suspend any delivery should Buyer do not fulfil any terms and conditions of the Conditions or the Proposal. If Buyer fails to take delivery of the Products when notified by Sercel that the same are placed at its disposal at the place and time specified by Sercel, the Buyer shall nevertheless make payments in accordance with the Acknowledgement. Sercel shall, in such case, charge Buyer all additional charges and costs for storage, handling and insurance, incurred as a result of Buyer's failure. If the Buyer has not collected the Products within fourteen (14) days from the notice given by Sercel to Buyer, Sercel may terminate the order, without liability to Buyer and without prejudice to any other remedy available to Sercel. Any and all shortage in the delivered Products must be notified by Buyer to Sercel within fifteen (15) days from the delivery date. Products are always delivered in the packing usually used by Sercel..

**6. Prices**

Unless otherwise agreed, the prices set forth in the Acknowledgement are firm and no subject to revision. However, Sercel is entitled to revise the prices in case delivery is suspended or delayed due to Buyer's breach of its obligations hereunder. All prices are EXW (or for the agreed Incoterms). Prices exclude packing and handling charges, transportation and freight costs, costs of all documents which may be required by the laws of the country of destination including but not limited to consular fees, bills of lading, translated documents. All these additional expenses will be charged to Buyer with a 10 % surcharge for additional administrative costs and expenses. Prices include Sercel's French profit taxes and exclude any other tax, duty, deduction in connection with the operations under this Contract and which are due in any country (including but not limited to value added tax (VAT), turnover tax, sales tax or similar taxes, customs duties or withholding taxes). If such taxes are applicable they shall be paid separately by Buyer and in addition to the prices stated in the Acknowledgement. The minimum amount of any order is USD 150 or Euros 100. For any partial delivery will be charged a minimum of USD 150 or Euros 100, whatever the value of the delivered good is.

**7. Payment**

Payments will be made in the currency and according to the terms stated in the Proposal or the Acknowledgement, within thirty days from the invoice date and without any discount or rebate for any cause or reason whatsoever. If Buyer fails to make timely payments, Sercel shall be entitled to charge Buyer interest from the agreed payment date until payment is actually made, at a rate equal to 3 times the French legal interest rate in force at the delivery date. In case the payment conditions are not fully respected by Buyer for any delivery, Sercel shall be entitled to suspend all deliveries and any and all amounts due by Buyer in consideration of any and all other deliveries shall become immediately payable, without prejudice to Sercel's right to damages. Any dispute regarding Sercel's invoices must be sent by Buyer to Sercel within five (5) days from the date of receipt of the invoice.

**8. Title**

Sercel retains full ownership of the delivered Products until the price, in principal and accessories, has been received in full. In case of non-payment of the Products at the due date, Sercel shall be entitled to demand the return of the Products at the costs and to the risks of Buyer and to keep any advance payment already made by Buyer. In addition thereto, Sercel shall have the right to take possession of all or any part of the Products in Buyer's possession or control relating to the Products and may lawfully and without breach of the peace enter upon any premises upon which any of the Products are situated and remove the same therefrom without any liability for trespass or damages thereby occasioned unless arising out of Sercel's gross negligence or wilful misconduct. Any provisions in contradiction to the present provisions shall be deemed null and void.

**9. Software**

In case an operating system or software is incorporated into the Products, Sercel grants to the Buyer a personal, non-exclusive, non-transferable and perpetual licence to use the object code version of the system/software solely in connection with the Products and for Buyer's internal use. Unless otherwise provided in the Proposal, the above license shall not include any obligation on the part of Sercel to provide Buyer with any updates of such operating system or software or any technical support with respect thereto. Buyer shall not perform any reverse engineering on the Software nor more generally on the Products.

**10. Start up – Advises Recommendations**

Sercel's obligation to provide start up services, if and when provided for in the Proposal, is expressly subject to the availability on operation site of all the Products within five weeks from the date the Products have been delivered to Buyer. Buyer will provide a job site that is clean, clear, with secure and safe access and will furnish at its own expenses all reasonable assistance with its personnel, logistics and accommodation.

The advises and recommendations which may be provided by Sercel in connection with Products' use are provided by Sercel according to its best know how and belief based upon its experience and without any guarantee of any kind whatsoever since Buyer is free to use or not such advises and, therefore, damage claims shall be precluded. The foregoing paragraph shall apply to any kind of assistance provided by Sercel for the use of the Products.

**11. Risks**

Notwithstanding any other provisions, the risks over the Products are transferred to Buyer in accordance with the Incoterm specified by Sercel. If delivery is delayed due to Buyer or due to the common carrier appointed by Buyer, risks are transferred when Products are ready for delivery. Any damage to or loss of the delivered Products occurred prior to delivery or during transport must be stated on the delivery note countersigned by Sercel or by the common carrier, as the case may be, and confirmed by a registered letter sent to Sercel or the common carrier (with a copy sent to Sercel), as the case may be, within three (3) days from the delivery date or within such shortest period and under such other form required by the applicable laws and regulations. Failure for Buyer to strictly adhere the provisions herein stated shall be deemed an absolute and irrevocable waiver of any claim regarding such loss or

damage. Any claim or action against the carrier has to be carried out by Buyer under its sole responsibility and at its costs.

**12. Warranty**

Sercel warrants the delivered Products of its own manufacture against defect under normal use for six (6) months in material and workmanship from the shipment date. In case of non-conformity or latent defects proved by mutually accepted evidence(s), Sercel shall, within a reasonable period of time, at its sole option, either repair or replace the defective or non-conform Product, part or component. Buyer shall strictly follow Sercel's instructions concerning the defective or non-conform Products. In no event shall Sercel be liable for delays, curtailment of operations, pollution, loss of profits, cost of dismantling and removal of Product to be repaired or replaced, transportation costs (including customs duties) and risks. If on site assistance is provided by Sercel upon mutual agreement, travel and living expenses of Sercel's technicians shall be borne by Buyer. All claims shall be made within fifteen (15) days after the Buyer learns to the facts giving rise to the claim. Failure for Buyer to strictly adhere the provisions herein above stated or to give notice of any claim within applicable time period specified above shall be deemed an absolute and irrevocable waiver of such claim. Warranty is excluded for consumable and items subject to normal wear and tear (such as plugs, spark gaps, fuses...). No warranty shall apply in case the Products are used outside their normal use conditions or in case of lightning, misuse, defective maintenance, negligence, fault, repair, modifications or replacement by Buyer or a third-party, or connections to equipment non-approved by Sercel. Furthermore, this warranty shall be null and void as to a particular Product to the extent that Buyer integrates any uncertified or unapproved component, assembly or sub-assembly into such Product. Any portion of the Product sold by Sercel but not manufactured by it, is warranted only to the extent of the original manufacturer's warranty. Sercel warrants repaired or replaced parts of its own manufacture against defects in materials and workmanship under normal use and service for the remainder of the warranty on the Product being repaired. Sercel makes no other representation or warranty of any kind, express or implied, as to the merchantability, use, performance, application or fitness for particular purpose or use of the Products. In particular, Sercel does not warrant the results obtained with the Product or that the Product is fit for purpose. Equipment, consumable and services costs are payable in full, regardless of the results obtained and shall not give rise to any right of withholding or set-offs on the part of the Buyer. Sercel provides Product for measuring parameters of a high quality but, since measurements may be subject to error or to events beyond its control, Sercel cannot and does not warrant the accuracy or correctness of any such measurements. In addition, the interpretation of these measurements is the sole responsibility of the Buyer. Sercel shall not be responsible for any loss or damage arising from, incidental to or connected with the use of such measurements and the Buyer agrees to indemnify and hold Sercel harmless from and against any and all claims arising out of the use of such measurements.

**13. Force majeure**

If the performance by Sercel of any of its obligations is prevented, restricted or interfered by a force majeure event such as riots, labour disputes, governmental decree or act, unavoidable accidents at its facilities, by act of God, or of a public enemy or any other act beyond its reasonable control, Sercel upon giving a prompt notice to the Buyer shall be excused from such non performance to the extent of such prevention, restriction or interference.

**14. Import - Reexportation**

Buyer is solely responsible for obtaining the necessary import licences and any other official authorisations and to carry out all customs formalities necessary and for paying all associated costs, taxes and duties. Products delivered under export licence or indicated as being subject to an export licence may not be exported without the authorisation of the countries to which the Products were initially delivered. Use or export of the Products in or to certain countries may be restricted or prohibited by national or international rules. Buyer has to inform himself about such restrictions and prohibitions and shall be responsible in case of breach of such rules.

**15. Repairs**

No Products shall be accepted for return or repair without Sercel's authorization. All returns shall be subject to inspection, and all non-warranty repairs shall be invoiced at the then current price list. The warranty described in article 12 above shall apply to the repairs except that the warranty period is strictly limited to three (3) months from the shipment date of the repaired Products. Payment of the repairs must be received by Sercel prior to shipment back. Buyer shall be responsible for any loss or damage to returned Products.

**16. Liability**

Buyer shall indemnify, hold harmless and defend Sercel from and against any liabilities, claims, demands, proceedings, damages, arising directly or indirectly out of or as a consequence of (1) death or illness of or injury to any third party including its employee, servant or agent or (2) loss of or damage to any of equipment or property, howsoever caused including the negligence or breach of statutory duty by Sercel or (3) any damage to wells, holes, pipelines or natural reservoirs, loss of control of a well, blowout, crater, well fire or seepage which may cause surface and/or subsurface loss or damage, including but not limited to pollution and costs of control and removal thereof, regardless the cause thereof including negligence or breach of duty of Sercel.

Consequently, in respect of such death, illness, injury, loss or damage, Buyer waives any right of recourse against Sercel and shall request its insurers to waive their right of recourse and subrogation accordingly. For the purpose of the present article, Buyer shall include the Buyer, its client(s), their respective affiliates, co-venturers, contractors and sub-contractors and the employees, agents and directors of said persons or entities.

Buyer shall manage and bear all liabilities and costs relating to the disposal of electronic and electric waste resulting from the Products sold by Sercel according to all applicable regulations and shall fully indemnify Sercel in relation thereto.

In no event, shall Sercel be liable for direct, special, indirect and consequential or punitive damages, whether material or immaterial (such as, but not limited to loss of profit or anticipated profits or revenues, loss of sales or data, contract, production, or bargains, interruption of business, damage to goodwill or loss due to any delay) howsoever caused including without limitation breach of contract (negligence included), breach of warranty, breach of duty (statutory duty included), tort or otherwise even when Sercel has been advised of the possibility of such damages. In any case whatsoever, Sercel's aggregate liability, whatever the grounds thereof, shall be limited to 30% (thirty percent) of the price of the Products sold to Buyer. Sercel's prices are determined on the basis of the limits on Sercel's liability as set out above.

**17. Miscellaneous**

Contract between Sercel and Buyer shall be construed and interpreted according to French laws. The application of the Convention of International Sale of Goods (Vienna, April 11, 1980) ("CISG") is strictly excluded. All the disputes or differences that may arise in connection with to contract between Sercel and Buyer shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator (or 3 (three) arbitrators if the Parties so agree) appointed in accordance with the said rules. The arbitration proceedings shall be held in Paris (France), in the English language (unless the Parties otherwise agree in writing beforehand). The award rendered by the arbitrator(s) shall be final and binding. However, disputes regarding payment of overdue invoices may be, at Sercel's option, within the jurisdiction of the Tribunal de Commerce of Nantes (France). Any failure by either Party at any time to enforce or require the strict enforcement of any of the provisions of the Contract shall not constitute a waiver of rights, and shall not affect the right of such Party at any time to avail itself of same.