



## PURCHASE ORDER TERMS AND CONDITIONS

- 1. ENTIRE AGREEMENT.** The purchase of products and services (collectively the “Products”) by Geospace Technologies Corporation and its United States of America subsidiaries such as Exile Technologies Corporation, GTC, Inc. and Geospace Engineering Resources International, Inc. (collectively, “GTC”) shall be governed by these terms and conditions (these “Terms”). GTC offers to purchase Products from the supplier listed on its purchase order (the “Supplier”). GTC’s purchase order is expressly conditioned on Supplier’s acceptance of these Terms. Any of the following constitutes Supplier’s unqualified acceptance of these Terms: (i) execution of the purchase order; or (ii) delivery to GTC of any Products called out in its purchase order. These Terms represents the only terms and conditions between GTC and Supplier with respect to the purchase of the Products by GTC, and any prior or contemporaneous understandings, agreements, or representations, whether oral or written, are superseded by these Terms.
- 2. PRICE AND PAYMENT TERMS.** The Products will be sold and invoiced to GTC in U.S. dollars at the prices listed on GTC’s purchase order. GTC shall pay Supplier’s invoice no later than 45 days from its proper delivery to GTC.
- 3. WARRANTY AND REJECTION FOR NON-CONFORMITY.** Supplier warrants that all Products supplied pursuant to these Terms will meet the product specifications requested by or provided to GTC. Should GTC reject any or all Products due to their non-conformance, the quantities under the purchase order will not be reduced by the quantity of non- conforming Products unless it is specifically agreed to by GTC in writing. Should GTC reject any or all Products because of non-conformance, Supplier will replace all non-conforming Products with conforming Products unless otherwise instructed by GTC. GTC shall be entitled to charge Supplier for storage, handling and/or disposal of such rejected Products without liability to GTC. Supplier shall reimburse GTC for any amounts paid for any rejected non-conforming Products and any costs incurred by GTC in connection with the rejection, return and/or disposal of non-conforming Products, including but not limited to, handling, storage, packaging, loading, freight, and other charges incurred by GTC. GTC shall be entitled to be present during all of Supplier’s loadings, unloading, tests and measurements involving the Products. GTC shall be allowed thirty (30) business days to inspect the Products upon their delivery to GTC. However, GTC’s untimely inspection shall not prevent it from rejecting any Products if it can be reasonably determined that such failure to timely inspect caused the Products to fail. The warranty period for any Product will be the greater of (i) the period negotiated by GTC with Supplier, (ii) the period reflected in Supplier’s brochures, internet, or other promotional materials, or (iii) if no such warranty period is disclosed by Supplier, three (3) years.

4. **INDEMNIFICATION.** Supplier agrees to indemnify, defend and hold GTC and its employees, officers and directors harmless in respect to any physical and monetary losses and damages to GTC's property or personnel caused by Supplier's (i) negligence, fault, omission or lack of due diligence or by defects in any Product sold to GTC and (ii) any claim for infringement of intellectual property rights arising from the GTC's sale of any Product or use of any Product in GTC's manufacturing process.
5. **COMPLIANCE WITH LAW.** Supplier agrees that all its business matters shall be conducted in full compliance with any and all applicable federal, state, provincial and local laws, rules and regulations in the area(s) in which the matters are being conducted. If GTC is required to pay any fine or penalty or is subject to a claim due to Supplier's failure to comply with applicable laws, rules or regulations, Supplier shall (i) promptly reimburse GTC for such fines and penalties, and (ii) defend, indemnify and hold GTC harmless for any additional damages.
6. **ANTI-CORRUPTION.** Supplier represents and warrants that it and all of its affiliates and agents shall act in accordance with the all applicable laws implementing the OECD Principles (including the U.S. Foreign Corrupt Practices Act of 1977), as well as any applicable local laws related to anti-corruption, anti-kickbacks, and anti-money laundering. Supplier agrees not to take or fail to take any action that might cause GTC to be in violation of any such laws. Supplier represents and warrants that it and its affiliates have not and shall not request, induce, make, offer, authorize, promise to make any payment or transfer anything of value, directly or indirectly, (a) to any governmental official or employee (including employees of government-owned or government-controlled corporations, agencies or bodies), (b) any official or employee of a public international organization, (c) to any political party, official of a political party or candidate, or (d) to any third party knowing, believing, or suspecting that such third party will give the payment, or any portion thereof, to any of the foregoing persons in order to obtain or retain business, or for any other improper purpose. Supplier agrees to promptly report to GTC any payments to governmental officials or government employees on behalf of GTC.
7. **BRIBERY, CORRUPTION AND GIFTS.** Geospace Technologies is committed to fair and open competition. If any employee or agent of Geospace Technologies asks for or solicits anything of value (gifts, money, entertainment, loans, travel, etc.) in connection with this purchase order/contract, or if you suspect any impropriety regarding this purchase order/ contract, please report this immediately and confidentially to our Ethics Hotline at 800-622-7419 or at <https://geospace.alertline.com>.
8. **RIGHT OF ACCESS.** GTC, its customers, and regulatory authorities shall be granted the right of access to all supplier and sub-tier supplier facilities and records involved in fulfilling the Purchase Order requirements to ensure conformance with the requirements.

9. **COUNTERFEIT GOODS PREVENTION.** Supplier agrees that it has policies and procedures in place to ensure that none of the supplies or materials furnished under this Purchase Order are counterfeit parts and certifies, to the best of its knowledge and belief, that no such parts have been or are being furnished to GTC.
  
10. **CONFLICT MINERALS.** Supplier agrees to review and comply with the Conflict Minerals policy as published at <http://www.geospace.com/wp-content/uploads/2014/04/Conflict-Minerals-Policy.pdf>
  
11. **GOVERNING LAW/VENUE.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Texas, excluding any choice of law rules that would otherwise require the application of laws of any other jurisdiction. Venue for any dispute arising from this Agreement shall be in the state and/or federal courts of Houston, Harris County, Texas. BOTH PARTIES AGREE THAT, TO THE EXTENT ALLOWED BY THE GOVERNING LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY LITIGATION INVOLVING THIS AGREEMENT. THE PARTIES EXPRESSLY AGREE TO A JUDGE TRIAL.
  
12. **ASSIGNMENT.** Supplier shall not assign any of its obligations under this Agreement without the prior written consent of GTC.