# Standard Terms and Conditions

## Revised: September 12, 2022

1. **Acceptance:** This price quotation and Geophysical Survey Systems, Inc.'s ("GSSI") acceptance of Buyer's Purchase Order ("Order") in writing (signed quotation or hard copy purchase order) is expressly made conditional on Buyer's assent to these terms and conditions. Acceptance of the products or services ("Products") described on the Order shall constitute acceptance of the terms herein. If there is any inconsistency between Buyer's Order and these terms and conditions, these terms and conditions shall govern and control.

2. **Shipment:** GSSI will use commercially reasonable efforts to meet the time for delivery specified on the Order however, does not assume a firm obligation for delivery at that time. The Buyer is responsible for any corrective action if the Purchase Order reflects an incorrect shipping address at the time of Product shipment.

3. **Payment:** Credit payment terms for established buyers with approved credit are Net 30 Days from invoice date, or mutually accepted Letter of Credit, unless otherwise specified. Full payment is due at order placement for buyers not eligible for open account credit (Product lead time commences with the receipt of payment in full). If the invoice must be turned over to an attorney or collection agency, the Buyer/debtor agrees to pay collection fees incurred by GSSI.

4. **Cancellation, Returns:** Cancellation or amendment of an Order, whether in whole or in part, may only be done with GSSI's prior written consent prior to order shipment. Returns will be accepted within 30 days of shipment for a refund, and within 31 to 60 days of shipment for an order credit. A restocking fee will be applied to returns. Product returns are not accepted after 60 days of shipment. All product returns require a Return Material Authorization (RMA) number from GSSI. The Buyer is responsible for all shipping costs. Custom orders are non-cancellable or returnable.

5. **Delivery Terms:** The Products will be delivered to Buyer in accordance with Incoterms® 2010 via Nashua, NH 03060. Delivery of the Products to a common carrier will be deemed a satisfactory delivery to Buyer. At the time of order placement, Buyer may designate the carrier for shipment, the amount of insurance and the nature of coverage. If Buyer fails to so designate any or all such items, GSSI may, on behalf of and for the benefit of Buyer, insure to full value the Products shipped or declare full value thereof at the time of delivery to the common carrier selected by GSSI and select, at GSSI's discretion the insurance carrier. If the Buyer does not provide freight forwarder information or an account number (FedEx/UPS/DHL), the freight charges will be added to the order. GSSI will select, at its discretion, the types and amount of packaging. In the event of loss or damage of any of the Products during shipment, Buyer shall make claims for any and all losses solely against the carrier.

6. **Taxes and Duties:** Buyer agrees to furnish GSSI with an exempt purchase or resale certificate or, in the absence of these, assume all liabilities for all federal, state, and local taxes and duties, other than taxes based upon GSSI's net income. Except as expressly agreed in writing by GSSI, any and all customs, duties, taxes or other fees in any form which may be charged or assessed with respect to the importation into any foreign country of any Product, documentation or information furnished or sold under the Order shall be incurred on account of and paid for by the Buyer.

7. **Limited Warranty:** GSSI warrants to the original Buyer that for a period of 12 months from the delivery date ("Warranty Period"), GSSI's Products will be free from defects in materials and workmanship. For the duration of the Warranty Period, this limited warranty is transferrable as to GSSI Hardware Products. The warranty on Software Products (RADAN® 7) is not transferrable from the original Buyer to a subsequent purchaser unless specifically indicated otherwise herein.

**Extended Warranty:** For select Products including GSSI Data Acquisition Systems based on the SIR® 30, SIR® 4000 or pre-configured systems including UtilityScan®, StructureScan™, RoadScan™, BridgeScan™, PaveScan® RDM, GS Series and Antennas, the Warranty Period is extended to 24 months ("Extended Warranty"). Accessories such as batteries and control cables, antenna skid plates or capsules, LineTrac™ and laptop tablets or computers are not included under this Extended Warranty.

In all cases, GSSI's warranty obligations are limited to repairing or replacing parts or equipment returned to GSSI, transportation and insurance pre-paid by the Buyer, without alteration or further damage, and which, in GSSI's sole judgment, were defective or became defective during normal use. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IN NO EVENT SHALL GSSI BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM BREACH OF THIS WARRANTY, EVEN IF GSSI HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

8. **Training:** Purchasers of GSSI Data Acquisition Systems based on the SIR® 30, SIR® 4000 or pre-configured systems including UtilityScan®, StructureScan™, StructureScan™ Mini XT, StructureScan™ Mini LXT, RoadScan™, BridgeScan™, PaveScan® RDM and GS Series are eligible to attend regularly scheduled training classes held at GSSI at no additional charge during the original product warranty period. Buyer is responsible for all travel, food and lodging expenses and other incidental expenses associated with attending trainings. Contact GSSI for class schedule and registration. Training Cancellation Policy (for pre-paid tuition): no penalty if cancelled a minimum of two (2) business days before the training; cancellation with a notice of less than 2 days will result in a penalty of 25% of the tuition fee. Failure to provide GSSI with notice of cancellation will result in a penalty of 100% of the tuition fee.

   Additional on-site training may be available. Contact GSSI for pricing information and details.

   GSSI training classes are intended for instructional purposes only. Completion of a GSSI training class does not confer any stated level of expertise and GSSI is not liable for damages resulting from any use or misuse of GSSI equipment by persons trained by GSSI.

9. **Validity of Quotations:** Quotations shall remain valid for 60 days, unless otherwise indicated.

10. **Governing Law, No Waiver, Export Controls:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, without giving effect to its choice of law principles.

    **Waiver:** The failure of GSSI to enforce any right resulting from breach of any provision of these Terms and Conditions shall not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.

    **Export Compliance:** Buyer shall comply with all applicable U.S. and foreign laws and regulations relating to the export of products, technical data or software.

11. **Inability to Perform:** GSSI will not be required to perform its obligations hereunder, nor will GSSI be liable for its failure to perform such obligations if such performance is prevented, hindered or delayed by any act of God, war or other violence, civil disturbance, strike, work stoppage or other labor difficulty, transportation contingency, accident, failure of GSSI's supplier(s) to perform its contract with GSSI, power failure, weather, law, regulation or ordinance, act or order of any government agency or official thereof, or any cause or causes beyond the reasonable control of GSSI.