

## TERMS AND CONDITIONS OF SALE

- 1. ACCEPTANCE.** All orders are subject to final acceptance by GeoShack, Inc. (GEOSHACK) and may not be altered in its behalf except in writing by an authorized GEOSHACK employee. GEOSHACK's acceptance of all orders is contingent upon approval of the purchaser's credit.
- 2. PRICES.** Prices for future orders are subject to change without notice. GEOSHACK reserves the right to correct clerical errors. All prices are FOB the applicable GEOSHACK office.
- 3. TAXES.** The amount of any present or future sales, use or similar taxes and import or export tariffs applicable to this transaction shall be payable by the purchaser when and as incurred. GEOSHACK will endeavor to apply the correct sales tax rates, however, the purchaser agrees to pay any and all sales/use taxes, duties or tariffs required by law.
- 4. FREIGHT & HANDLING.** Delivery shall be made FOB Origin and Purchaser will be charged for any and all shipping, freight, handling, customs and duties incurred for the order. Purchaser will be responsible for any losses incurred during shipment.
- 5. SPECIAL ORDERS.** A non-refundable deposit of 20% to 50% of the sales price will be required in advance for any orders with special order products; (e.g. non-stock items). Deposit will be applied towards payment of final invoice.
- 6. TERMS OF PAYMENT.** Net cash will be due and payable upon delivery, otherwise payment terms are stated on the customer invoice, and if not indicated, customer terms are COD. International shipments require prepayment in full via wire transfer before shipping commences. If total payment is not made on or before the specified due date, the purchaser agrees to pay service charges at the rate of 1.5% per month per unpaid balance and to pay all collection charges incurred by GEOSHACK, including reasonable attorney's fees.
- 7. CANCELLATION.** Cancellation of all or part of an order through no fault of GEOSHACK, shall not be binding on GEOSHACK unless notice of cancellation is received by GEOSHACK at least 30 days before the scheduled delivery date on the face of acknowledgement. If cancellation is agreed to by GEOSHACK, the customer will be subject to a 15% charge as well as any and all freight and handling costs. Cancellation by failure of GEOSHACK to deliver as promised can be made only if GEOSHACK cannot deliver the items within 30 days from notice of intent to cancel.
- 8. RETURNS.** Returns will only be considered if product is still new and in the original shipping container. Any altered, installed, damaged or otherwise used products will not be accepted for return. Prior to return, all customer returns must be approved by an authorized GEOSHACK manager and will be subject to a minimum 15% restocking fee. Any completed services, freight, handling, and other non-product charges will not be credited. Returns shall be shipped prepaid by the purchaser. GEOSHACK shall not be responsible for damage in shipment. All returns are subject to a minimum 15% restocking charge and no returns will be accepted beyond 30 days from the receipt.
- 9. CLAIMS.** Any claims for shortages, damages, or delays shall be made by purchaser direct to the carrier. GEOSHACK shall supply additional copies of

invoices and transportation receipts and other information necessary for the filings of any claim against the carrier by purchaser.

- 10. TITLE AND SECURITY INTEREST.** GEOSHACK retains title to the goods until buyer performs all obligations under this contract. GEOSHACK retains a security interest in the goods, including all accessions to and replacements of them, to secure performance of all buyers' obligations arising under this agreement.
- 11. DELIVERY.** Delivery and Acceptance of Delivery occurs when the product is shipped from GEOSHACK or is delivered to the customer by an authorized GEOSHACK employee. GEOSHACK will maintain delivery schedules as closely as possible, but all advance shipping dates are best estimates only, and GEOSHACK assumes no liability for loss or consequential damages for delay.
- 12. WARRANTY.** The warranty on items sold by GEOSHACK is as specified by the manufacturers of those items. GEOSHACK's liability during the warranty period is limited to servicing or adjusting any product returned to the GEOSHACK for that purpose, and to replacement of any defective parts. The foregoing states, the entire liability of GEOSHACK to the Purchaser in connection with its products. GEOSHACK shall not be held responsible for consequential damages of any kind, and the foregoing in lieu of all other warranties expressed or implied. This warranty shall be effective only in the event the purchaser complies fully and promptly in making all payments required under GEOSHACK terms of payment. This warranty is applicable only to the original Purchaser on sales made directly by GEOSHACK or by an authorized dealer or distributor. Warranty repairs will be returned to purchaser via surface transportation, unless purchaser specifically authorizes return by air shipment and agrees to pay the cost.
- 13. SPECIFICATIONS.** GEOSHACK reserves the right to change specifications or to discontinue products at any time. There is no obligation to retain previous specifications or to incorporate modifications on instruments sold separately. Should purchaser make any changes in specifications involving additional engineering, postponement of cancellation of any order, purchaser agrees to pay GEOSHACK a reasonable charge therefore.
- 14. USE OF DATA.** Purchaser shall treat as confidential all drawings and data submitted by GEOSHACK pertaining to price, size, and design. Purchaser shall not give or show such drawings or data to others under any circumstances, unless specifically approved by an authorized GEOSHACK employee. All such drawings and data shall remain GEOSHACK property.
- 15. AGREEMENT.** Unless otherwise agreed in writing, the terms and conditions on the face and reverse of the acknowledgement constitute the entire agreement and understanding of the parties and shall not be modified by standard clauses in the purchaser's purchase order or elsewhere.
- 16. LIABILITY.** Purchaser agrees to indemnify and hold GEOSHACK harmless from any liability arising from the use of the equipment. GEOSHACK shall not be held responsible for consequential damages of any kind, and the foregoing is in lieu of all other warranties expressed or implied.

## TERMS AND CONDITIONS OF RENTAL

- 1. PAYMENT.** First month's rent for each unit is due in advance or at the time of delivery. Subsequent rental payments are due in full at the beginning of each rental period. On the final invoice any rentals cancelled during a billing cycle will be prorated from the last billing to the date of return by the following policy: If a monthly rental, the rate will revert to the weekly rate. The weekly rate will be determined by taking the monthly rate and dividing by three.
- 2. RENTAL PERIOD.** The rental period begins on the delivery of the equipment to the Lessee; and Lessee assumes risk of damage or loss to the equipment from the time of initial delivery until the equipment is returned in good condition to GEOSHACK.
- 3. TITLE.** Title to the equipment remains to GEOSHACK.
- 4. RIGHT OF REMOVAL.** In the event that Lessee is in default of any provision of this rental agreement, GEOSHACK or its representatives shall have the right, in addition to all other rights and remedies provided by law, to immediately remove said equipment from Lessee premises.
- 5. SERVICE CHARGE.** A monthly service charge of up to 1.5% will be calculated on the unpaid balance that exceeds the standard terms of the invoice.
- 6. LOSS / DAMAGE.** Lessee agrees to be solely responsible for the cost to repair any damage caused to the equipment or loss of the equipment while in Lessee care and control up to and including the full purchase price. GEOSHACK will be responsible for any normal wear on the equipment.
- 7. INSURANCE.** Lessee shall keep the equipment insured in an amount equal to the purchase price shown on the invoice and this document.
- 8. LIABILITY.** Lessee agrees to indemnify and hold GEOSHACK harmless from any liability arising from the use of the equipment. GEOSHACK shall not be held responsible for consequential damages of any kind, and the foregoing is in lieu of all other warranties expressed or implied.
- 9. ASSIGNMENT.** Lessee shall not assign this agreement.
- 10. DEFAULT.** Lessee shall be deemed in default of this rental agreement if it fails to make any rental payment when due, to perform any other term or condition of this agreement, or becomes insolvent, makes an assignment for benefit of creditor or Bankruptcy Act.
- 11. SECURITY INTEREST.** Lessee authorizes GEOSHACK to file a financing statement without Lessee's signature to protect any security interest in the equipment arising herein.