

1. **Acceptance.** Acceptance copy of this order must be signed and returned immediately, indicating earliest shipping date. No other form of acceptance is binding on MAGSEIS FF LLC, and unless and until a signed acceptance copy accepting the instructions, terms and provisions hereof is received by MAGSEIS FF LLC, order may be withdrawn or cancelled.

This order expressly limits acceptance to the instructions, terms and provisions stated herein, none of which may be added to, modified, superseded, waived or otherwise altered except by a written instrument signed by an authorized representative of MAGSEIS FF LLC and delivered by MAGSEIS FF LLC to Seller. Each shipment received by MAGSEIS FF LLC from Seller shall be deemed to be only upon the instructions, terms and provisions stated herein, except as they may be thus added to, modified, superseded or otherwise altered, notwithstanding any provisions that may be contained in any acknowledgement, invoice or other form of Seller and notwithstanding MAGSEIS FF LLC'S act of accepting or paying for any shipment or similar act of MAGSEIS FF LLC

2. **Changes.** MAGSEIS FF LLC shall have the right to change, from time to time, any quantities, drawings, specifications, or instruction for material or work covered by this Purchase Order. If changes result in an increase or decrease in Seller's cost, an adjustment in price may be made, providing Seller notifies MAGSEIS FF LLC in writing within thirty (30) days of date of change.
3. **Price.** If price is not stated in this order, it is agreed that the goods shall be billed at the price last quoted, or billed at the prevailing market price, whichever is lower. This order must not be filled at a higher price than last quoted or charged without MAGSEIS FF LLC'S specific authorization.
4. **Delivery.** The delivery dates indicated by this Purchase Order shall be considered as of equal importance as the price and quality. Failure to meet these dates will be considered a breach of contract. Seller agrees to pay MAGSEIS FF LLC any additional costs, penalty or damages imposed upon or incurred by MAGSEIS FF LLC as a result of Seller's failure to deliver in accordance with the schedules stated hereon.
5. **Compliance with Applicable Law.** The validity, interpretation and performance under this contract shall be governed by the Laws of the State of Texas. Seller agrees to indemnify MAGSEIS FF LLC against loss, cost, liability, or damage due to Seller's failure to comply with this paragraph.
6. **Inspection.** Final inspection and acceptance of the material and/or service will be at MAGSEIS FF LLC Houston unless otherwise specified on the face of this order.

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Seller warrants that all articles, material and work supplied under this Purchase Order (i) conform to applicable specifications, drawings, samples or any description furnished by MAGSEIS FF LLC, (ii) are merchantable, of good quality, and are free of defects in design (except where design is furnished by MAGSEIS FF LLC), materials and workmanship, and (iii) are fit for all ordinary purposes as well as MAGSEIS FF LLC'S intended purposes. Seller further warrants that Seller has title to all materials delivered under this Purchase Order unless otherwise indicated; that the materials are now and on delivery will be free of all security interests, liens, or other encumbrances. Any articles or materials not accepted by MAGSEIS FF LLC will be returned to the Seller at Seller's expense for credit in full price. Seller shall bear all expenses of the removal and return by MAGSEIS FF LLC to Seller of any non-conforming materials. Seller shall also be liable to MAGSEIS FF LLC for all other direct, incidental, or consequential damages relating to the non-conforming materials or work covered by this Purchase Order.

The initial acceptance of material, and payment by MAGSEIS FF LLC does not waive MAGSEIS FF LLC'S right to return material to the Seller which develops defect due to latent causes during later usage.

Seller shall permit MAGSEIS FF LLC'S inspectors or representatives to have access to Seller's plant at all reasonable hours for the purpose of inspecting any items covered by this Purchase Order or work in process for production of said items. All items are subject to MAGSEIS FF LLC'S final inspection and approval at destination.

7. **MAGSEIS FF LLC Furnished or Owner Materials.** All property used by Seller in connection with this Order which is owned, furnished, charged to or paid for by MAGSEIS FF LLC, including, but not limited to, materials, tools, dies, jigs, molds, patterns, fixtures, equipment, drawings and other technical information, specifications, or any other intellectual property or proprietary information, and any replacement thereof (collectively called "MAGSEIS FF LLC property"), shall be and remain the property of MAGSEIS FF LLC Seller shall keep in strict confidence, the MAGSEIS FF LLC Property, and shall maintain it with the same degree of care that Seller provides for its own proprietary information. All such MAGSEIS FF LLC Property shall be preserved in good condition and returned to MAGSEIS FF LLC upon completion or termination of this order. Seller shall not utilize any MAGSEIS FF LLC Property for any purpose whatsoever without written consent or authorization of MAGSEIS FF LLC
8. **Warranty.** Seller's warranty shall be as specified on the face of this order. If no such schedule is specified, the Warranty shall be deemed a period of one year after receipt and acceptance by MAGSEIS FF LLC Houston.



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9. **Waiver of Rights.** The failure of MAGSEIS FF LLC to enforce at any time any of the provisions of this order shall not constitute a Waiver of such provisions or the right of MAGSEIS FF LLC to enforce each and every provision or terms or condition.
10. **Patents and Copyrights.** The Seller agrees to indemnify and hold MAGSEIS FF LLC harmless from any and all loss, expense or claim relating to alleged infringement of any patent, design, Trademark or Copyright under performance of this order.
11. **Assignments.** No assignments shall be made for any purpose whatsoever pursuant to this order without the prior written consent of MAGSEIS FF LLC
12. **Termination.** MAGSEIS FF LLC may, after written notice to Seller, terminate, in whole or in part any work or material being supplied pursuant to this order. Such termination notice shall state the extent and effective date. Any claims by MAGSEIS FF LLC or Seller shall be settled by negotiations within two (2) months of the notice.
13. **Quantity Adjustment.** MAGSEIS FF LLC will not accept over shipment nor under shipment against this order without the prior written consent of MAGSEIS FF LLC
14. **Terms of Payment.** It is understood that the cash discount period will date from the receipt of acceptable goods or from the date the invoice is received in this office, whichever is later, supported by proof of shipment (e.g., signed delivery receipt, bill of lading, express receipt, air waybill, or parcel post receipt). Without MAGSEIS FF LLC'S specific written authorization, C.O.D. shipments will not be accepted and drafts will not be honored.
15. **Disclosure of Information.** Any knowledge or information which the Seller may disclose to MAGSEIS FF LLC shall be considered non-confidential and non-proprietary and shall be acquired by MAGSEIS FF LLC free from any restriction as part of the consideration of this order.  
  
Seller, without the prior written consent of MAGSEIS FF LLC, shall not disclose any information whatsoever relative to this order.
16. **Seller Liability.** In the event any representative of Seller enters into any premises controlled by MAGSEIS FF LLC in connection with this order, Seller agrees to indemnify and hold harmless MAGSEIS FF LLC from any claim or lost cost, damage or bodily harm arising as a result of performance under this order.

17. **Mandatory Clauses Required Under Government or Subcontracts.** If a government contract number is shown on this order, any provisions contained in the Armed Services Procurement Regulations or elsewhere, and which the government makes mandatory for contractor under a government contract to include in its subcontracts thereunder, will apply to this order.
18. **Limitation of Damages.** In any case where the Seller may be entitled to damages for defective performance by MAGSEIS FF LLC, Seller shall not be entitled to lost profits or consequential or incidental damages, or any other type of special damages.
19. **Export/Import.** Seller shall comply with all applicable export and import laws and regulations, including the U.S. Foreign Corrupt Practices Act and all other applicable anti-corruption laws and regulations, and any requirements of Buyer with respect to the import, export, re-export, or transfer of Goods and Technical Data including restrictions against sanctioned countries and denied parties. Upon placement of Buyer's Order, Seller agrees to provide all required U.S. export and import classification information including but not limited to Harmonized Tariff Schedule (HTS) numbers, Export Control Classification Number (ECCN), and the country of origin information for compliance purposes. Seller must immediately notify Buyer of any change to the export or import classification or country of origin information. Seller must notify Buyer in writing in advance of any change in manufacturing location during Seller's performance.