



## INOVA LIMITED WARRANTY

Subject to the terms of this Limited Warranty (“Warranty”), INOVA Geophysical, Inc., a Texas, USA Corporation (“Seller”) hereby warrants each of the following products that it or its INOVA affiliated companies manufacture (“Product(s)”) against defects in material and workmanship under normal use and service as customary in the industry and without exceeding Seller’s specification for the specified time period listed below (“Warranty Period”), in each case commencing upon the original date of delivery as per applicable INCOTERMS specified in respective agreement for the sale of Products or Seller’s quotation or any other terms and conditions mutually agreed upon between the Parties, unless otherwise stated herein:

Product	Warranty Period
<b>Cable Products: G3i, G3 NXT, iX1</b>	
Central Recording Electronics: Hardware	12 months on Seller’s manufactured components
Support Electronics – Hardware: Battery Charger, Network Tester, Maintenance Station, TZ Pressure Testing	12 months on Seller’s manufactured components
Field Electronics: TAP, RAM, Net Link, PSU, FTU	12 months
Certified Used Field Electronics: TAP, RAM, Netlink, PSU, FTU	6 months
Lead Acid Battery, Lithium Ion Battery	3 months
TZ Marine Case	6 months
Land Cables and Connectors, Battery Whips	180 days
TZ Cables and Connectors	30 days
Cable System Support Equipment: Hardware (repair kits)	12 months on Seller’s manufactured components
Cable System Support Equipment: Parts/Components kits	90 days
<b>Cable-Less Products: Hawk, Quantum, Quantum Accuseis, iX1</b>	
Central Recording Electronics: Hardware, Quantum Aux Box	12 months on Seller’s manufactured components
Staging Module Hardware: Transcriber Computing, Staging Racks, Battery Charging Racks	12 months on Seller’s manufactured components
Drones and accessories	6 months or as per OEM, whichever is less
HyperQ Gateways, Tablet, and accessories	12 months on Seller’s manufactured components
Quantum QC Tool: Nautiz X6 or Samsung Tablets	6 months or as per OEM, whichever is less
Field Electronics: Quantum Accuseis Node (including internal battery)	12 months
Field Electronics: Quantum Node (including internal battery)	12 months
Land Cables and Connectors, Battery Whips	180 days
Cable-less System Support Equipment: Hardware (example - generators, antenna trailers, antennas, repair kits)	12 months on Seller’s manufactured components or as per OEM, whichever is less

<b>Product</b>	<b>Warranty Period</b>
<b><i>Land Source Systems:</i></b>	
<b><i>Vehicles and Actuators</i></b>	
New Vibrators and other Off-Road Vehicles	The lesser of 12 months or 1,800 hours of use, whichever occurs first
Refurbished Certified Vibrators and other off-Road Vehicles	The lesser of 90 days or 800 hours of use, whichever occurs first
Used Vibrators "As-Is, Where-Is"	Not covered under warranty
Vehicle Spare parts	90 days
<b><i>Source Control:</i></b>	
Source Control Products	12 months
Source Control Parts	90 days
Source Control repairs	90 days from the date of shipment
HyperSource Products	12 months
<b><i>Connex Vib:</i></b>	
Electronics: Hardware	12 months on Seller's manufactured components or as per OEM, whichever is less
<b><i>Repairs/Replacements:</i></b>	
Replacements	As per initially granted Seller's Warranty Period
Repaired equipment	90 days from the date of shipment
Land Cables and Connectors	180 days or manufacturer's warranty

If Buyer notifies Seller in writing regarding any Product or Product parts that fail to perform as specified under normal usage as customary in the industry and without exceeding Seller's specification during the Warranty Period within seven (7) days of such failure, but at all times before the expiration of the Warranty Period, and Seller determines that such failure resulted from a defect in materials or workmanship during the Warranty Period, then the Seller shall either repair, rebuild, adjust or replace the affected Product or Product parts pursuant to the term of this Warranty. The decision as to whether to repair, rebuild, adjust or replace the affected Product or Product parts shall be in the sole discretion of Seller. This Warranty extends solely to Buyer and shall not extend to any person that purchases the Products from Buyer or any other person, whether an entity or a natural person, in the chain of the use or distribution of the Products.

For Cableless and Cabled product's ground electronics (nodes, RAM, PSU, FTU, TAP) a USD \$30 diagnostic fee will be assessed for every item inspected. This fee will be refunded if after inspection the item is determined to have failed to perform and the failure resulted from a defect in materials or workmanship.

## **GENERAL PROVISIONS (for all INOVA equipment)**

### **Items Not Covered by This Warranty**

Notwithstanding anything to the contrary contained in any related contract or agreement, quotation, Buyer's purchase order and/or any other binding terms and conditions, and subject to other provisions herein, this Warranty does not cover and becomes void with immediate effect upon and Seller shall have no liability or obligation with respect to, any of the following:

- conditions or damage resulting from (i) misuse, (ii) abuse, (iii) neglect, (iv) accident, (v) alteration, (vi) use in any manner likely to result in damage to the Product or its parts, (vii) use in any manner contrary to instructions or specifications received from Seller, or (viii) use in any manner contrary to good industry practice;
- damage caused or resulting from an act of God or nature;

- conditions or damage resulting from alteration, repair or attempted alteration or repair by individuals other than Seller's employees or Seller's designated authorized representatives;
- use of unauthorized parts or components purchased by the Buyer, its respective employees, affiliates, subsidiaries, agents, contractors, subcontractors, etc. from third party vendors other than (i) Seller or (ii) vendors expressly approved by Seller in writing, with regards to the Products;
- repair(s) not authorized by Seller; conditions that result from normal wear and tear;
- failure to perform proper or recommended routine maintenance;
- continued use of the Product after partial failure of any item, part, component or other product;
- items that have been used with an improper accessory;
- damage or loss caused during shipment, unless due to Seller's gross negligence or willful misconduct;
- damage or defects as a result of any Buyer-supplied design, documentation, test data, and diagnostics, or damage or defects that are attributed to lack of Buyer's design margin or attributed to the Buyer's specifications;
- Buyer requested changes to standard Products sold by Seller are not covered by this Warranty;
- Products on which Seller, at the Buyer's direction, has not performed its normal or recommended manufacturing/testing/inspection process; or
- damage or defects where the failure to identify or isolate such damage or defects is attributable to Buyer-supplied hardware, software or procedures.

The obligations of Seller in this Warranty apply only to those products that the Seller normally offers for sale. If the Buyer requests for the Seller to acquire and re-sell to the Buyer any products manufactured and sold by companies other than the Seller, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH ANY SUCH THIRD PARTY PRODUCTS OR EQUIPMENT, INCLUDING WARRANTIES REGARDING THE EXTENT, AVAILABILITY OR APPLICABILITY OF WARRANTIES PROVIDED BY OTHER MANUFACTURERS.** Any such third-party products or equipment not normally offered for sale by Seller are provided to the Buyer by Seller on an "AS IS" and "WHERE IS" basis, and Seller has no repair, warranty or other obligation to Buyer with regard to such third-party products or equipment. Buyer may wish to consult the manufacturers of such third-party products or equipment directly to determine the extent, availability and/or applicability of any warranties, if any, that they may offer. The foregoing is not intended to, and shall not, exclude from Buyer's Warranty any products or components manufactured by Seller or on Seller's behalf by Seller's contract manufacturers.

### **OEM Parts and Components**

INOVA does not warrant, either express or implied, any Original Equipment Manufacturer (OEM) parts or components including tires, brakes, actuators, bearings, hose and tubing, engines and axels. Buyer's recourse shall be limited to any warranty of the respective manufacturers. However, INOVA will provide OEM contact information at Buyer's request.

### **Restrictions of Use**

Subject and in addition to the provisions above, Seller's Products:

- (i) may not be operated/maintained/alterd/refurbished/repared using unauthorized parts or components purchased by the Buyer, its respective employees, affiliates, subsidiaries, agents, contractors, subcontractors, etc. from third party vendors other than Seller or vendors expressly approved by Seller in writing with regards to the Products;
- (ii) may only be repaired, modified or refurbished by Seller or by an authorized Seller representative with Seller's prior consent, unless otherwise agreed to in writing by Seller;
- (iii) may not be copied or reverse-engineered in any way without Seller's prior written consent;
- (iv) must not be deployed under fresh water for more than 30 minutes due to the fact that any Quantum

Nodes sold by the Seller are rated as IP68 and have protection against freshwater ingress, up to and including complete submersion up to one meter and for up to 30 minutes.

ANY VIOLATION OF THE ABOVE PROVISIONS AND/OR SELLER'S GUIDELINES AND/OR SPECIFICATIONS PROVIDED FOR THE PRODUCTS VOIDS ALL WARRANTIES AS TO SUCH PRODUCTS.

### **Warranty Procedures and Conditions**

#### **COMPLYING WITH THE FOLLOWING PROCEDURES IS A CONDITION PRECEDENT TO SELLER'S OBLIGATIONS UNDER THIS WARRANTY.**

If Buyer desires to make a claim based on this Warranty, Buyer should promptly advise Seller *in writing only*, directed to the below listed email address. If Buyer delivers any Product to Seller without having submitted a written request for Warranty services or without having received written instruction from Seller to ship the Product to Seller, Seller may elect to perform no services on the received Product.

#### **Customer Support Hotline**

Email Customer Support at: [customer.support@inovageo.com](mailto:customer.support@inovageo.com); or contact Asher Shushan (Director of Global Customer Experience) at [asher.shushan@inovageo.com](mailto:asher.shushan@inovageo.com)

Service and Support contacts and centers are listed on Seller's website at <http://www.inovageo.com/service-support/service-locations>

Buyer must, as directed by Seller, either retain possession of the defective Product or ship the defective Product to Seller, or to Seller's designated representative, along with a return shipping address and a detailed description of the problems that Buyer has encountered with the Product. Buyer shall be responsible for any freight charge and export/import costs or fees associated with (i) delivering the Product to Seller or its designated representative and (ii) Seller delivering the repaired, adjusted or replacement Product back to Buyer. In addition, Buyer shall be responsible for any reasonable travel expenses that Seller incurs to satisfy the terms of this Warranty at Buyer's place of business or other site that Buyer requests. If applicable travel, freight or export/import costs and fees are not paid by Buyer, then Seller shall invoice Buyer for any of those costs and fees that Seller incurs, and Buyer shall promptly pay such invoice.

Title and risk of loss of all Products delivered by Buyer to Seller shall at all times remain with Buyer. Buyer guarantees to insure any Product(s) and/or Product parts against all risks and agrees to provide a copy of such insurance certificate or policy upon Seller's request, prior to shipment of Product(s) and/or Product parts for repair, replacement and/or maintenance purposes to Seller. In addition, to the fullest extent permitted by the law of applicable jurisdiction, the Buyer grants a waiver of any right to subrogation which any insurer of said Buyer may acquire against the Seller by virtue of payment for any loss under such insurance. The Buyer agrees to obtain any endorsement that may be necessary to effect such waiver of subrogation, but this provision applies regardless whether the Buyer has received any necessary endorsement from the insurer. If, in performing any Warranty services, Products or Product parts are replaced or remain unused, Seller shall obtain full title to all replaced or unused Products or parts.

Items left in the custody of Seller for ninety (90) or more calendar days after delivery to Seller without a written Warranty service request or after Seller has completed its Warranty services on the item shall, in Seller's sole and absolute discretion, be deemed to have been abandoned by Buyer. Seller is not required to provide customer with notice of abandonment. Seller shall obtain full title to the abandoned items and, in its sole discretion, have the right to dispose of or use the abandoned items, offer the abandoned items for sale or lease or take any other action with regard to the abandoned items. Seller shall have full right to the net proceeds (if any) received by Seller from the sale or lease of abandoned items. By abandoning the items, Buyer hereby releases Seller from any and all claims, liabilities, damages and losses resulting from the loss, sale, lease or disposal of abandoned items under this paragraph. The rights of Seller under this paragraph are cumulative and are in addition to all other rights available to Seller, at law or in equity.

## **Limitation of Remedies**

**THIS WARRANTY EXPRESSES ALL OF SELLER'S RESPONSIBILITIES, WHETHER IN TORT OR IN CONTRACT, REGARDING THE PRODUCTS, INCLUDING THE SALE OF THE PRODUCTS, THE EVENTS GIVING RISE TO THE SALE OF THE PRODUCTS, DEFECTS IN THE PRODUCTS, AND THE FAILURE OF THE PRODUCTS TO MEET OR PERFORM IN ACCORDANCE WITH SPECIFICATIONS OR AS INTENDED UNDER THE RESPECTIVE CONTRACT, AGREEMENT, PURCHASE ORDER, QUOTATION OR ANY OTHER BINDING TERMS AND CONDITIONS. THE REMEDIES CONTAINED IN THIS WARRANTY ARE BUYER'S EXCLUSIVE REMEDIES FOR DEFECTS IN PRODUCTS AND/OR PRODUCT PARTS. SELLER'S CUMULATIVE LIABILITY FOR DEFECTS IN PRODUCT(S) AND/OR WITH REGARDS TO PRODUCT PARTS SHALL NOT EXCEED THE PRICE OF THE ITEM(S) OR PARTS(S) OF SUCH DEFECTIVE PRODUCT(S) OR PRODUCT PARTS UPON WHICH SUCH LIABILITY IS BASED; SHIPPING COSTS TO AND/OR FROM SELLER'S REPAIR CENTRE/FACILITY ARE EXCLUDED AT ALL TIMES AND SHALL BE PAID BY THE BUYER.**

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UNDER NO CIRCUMSTANCE SHALL SELLER BE RESPONSIBLE OR LIABLE IN ANY REGARD WITH RESPECT TO DAMAGES FROM LOSS OF USE, LOSS OF TIME, LOSS OF DATA, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES CLAIMED BY BUYER TO ARISE OUT OF THE USE OR INABILITY TO USE THE PRODUCTS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS, MERCHANTABILITY, AND FREEDOM FROM PATENT OR COPYRIGHT INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT SUCH MAY BE DISCLAIMED BY LAW. NO PERSON, INCLUDING ANY DEALER, AGENT OR REPRESENTATIVE OF SELLER, IS AUTHORIZED TO PROVIDE ANY ADDITIONAL WARRANTY ON BEHALF OF SELLER.**

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE DOCTRINE OF STRICT LIABILITY IN TORT SHALL NOT APPLY TO EITHER PARTY, TO THE PRODUCTS OR TO THE SALE OF THE PRODUCTS.**

**ANY OTHER TERMS AND CONDITIONS PROPOSED OR ASSERTED BY BUYER, INCLUDING THOSE APPEARING ON PRE-PRINTED FORMS OF BUYER, SHALL BE NULL AND VOID. ANY PROPOSAL BY BUYER TO MODIFY THIS WARRANTY SHALL NOT BECOME PART OF THE TERMS AND CONDITIONS THAT GOVERN THE SALE OF THE PRODUCTS UNLESS AN OFFICER OF SELLER (VICE PRESIDENT OR ABOVE) SPECIFICALLY AGREES TO THAT MODIFICATION IN WRITING ON SELLER'S BEHALF.**

## **Buyer's Failure to Pay**

If the Buyer fails to pay any amounts that are due and payable to the Seller, whether related to the Products or otherwise, the Seller shall have the right to refuse to provide any services to the Buyer under this Warranty until such payment has been received in full by the Seller.

## **Disputes**

By purchasing the Products, Buyer agrees that this Warranty and all matters relating to the Products shall be governed by and construed in accordance with the laws of the State of Texas, and, to the extent controlling, Federal laws of the United States of America, without reference to principles of conflicts of laws. Buyer and Seller hereby: (i) designate the courts of the State of Texas and of the United States of America located in the city of Houston, Texas, as the exclusive court of proper jurisdiction and venue of and for any and all actions, suits or proceedings arising out of, or relating to, the Products or this Warranty (and agree not to commence any action, suit or proceeding relating thereto except in such courts) and (ii) irrevocably consent to such designation, jurisdiction and venue. Notwithstanding the foregoing, this paragraph shall not limit either party's right to obtain any provisional or

equitable remedy, including, without limitation, injunctive relief from any court of competent jurisdiction, as may be necessary in the sole judgment of such party to protect its rights hereunder.

### **Severability**

If any one or more of the paragraphs or parts of this Warranty shall be determined to be invalid, illegal or unenforceable in any respect, it is the intent of both parties that the validity, legality and enforceability of the remaining paragraphs and parts contained herein shall not in any way be affected or impaired thereby, and that such invalid, illegal or unenforceable paragraph(s) or part(s) be reformed in a manner consistent with the parties' contractual intent so as to comply with applicable law.

### **SPECIAL PROVISIONS**

#### **Software**

Software is licensed to Buyer on a non-exclusive basis solely for Buyer's use in connection with the Product. For the purposes of this Warranty, Software shall be deemed to include, but is not limited to, embedded software that is organic to and contained in the Products at the time those Products are sold for use by Buyer. The Buyer may install, use and execute only one copy of the Software for use on only one computer at a time. Corrected or replaced media on which the Software is furnished shall be covered by this Warranty for thirty (30) days after the date of shipment to Buyer of the repaired, corrected or replaced physical media.

Seller shall have no warranty obligation with regard to any Software if (1) the media has been subjected to accident, abuse or improper use, (2) Buyer uses defective media or defectively or improperly duplicates the Software or any software that comprises the Products, or (3) Buyer copies, distributes, republishes, uploads, posts, decompiles, disassembles, modifies or transmits Software in any way without Seller's prior written consent, a violation which IMMEDIATELY VOIDS ALL WARRANTIES ON BUYER'S SOFTWARE AND PRODUCTS.

**SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO ANY SOFTWARE OR ANY SOFTWARE THAT COMPRISES THE PRODUCTS, AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS, MERCHANTABILITY, AND FREEDOM FROM PATENT OR COPYRIGHT INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT SUCH MAY BE DISCLAIMED BY LAW. SELLER DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE OR THAT THE OPERATION OF THE SOFTWARE SHALL BE UNINTERRUPTED. IN ALL OTHER RESPECTS, THE SOFTWARE IS PROVIDED "AS-IS" AND ALL RISK AS TO THE QUALITY, PERFORMANCE, CAPABILITIES AND OTHER REQUIREMENTS OF THE SOFTWARE IS ASSUMED BY BUYER.**

#### **New Vibrators and other Off-Road Vehicles assembled and sold by Seller ("Vibrators")**

Notwithstanding anything to the contrary in this Warranty, the Warranty applicable to Vibrators and their parts shall transfer with transfers of vehicle ownership during the Warranty Period, effective upon written notice of such transfer being delivered to Seller (provided that no transfer of this Warranty shall serve to lengthen the original Warranty Period with regard to the subject Vibrator, and each transferee of the Vibrator accepts this Warranty subject to time lapsed, if any, on the original Warranty Period). Seller's sole responsibility as to Vibrators under this Warranty shall be to either repair, rebuild or replace any item which is determined by Seller to be defective in material or workmanship during the Warranty Period in the event the item fails to perform as specified under normal usage. This Warranty does not extend to any routine maintenance of the Vibrator or its components.