

AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON OCTOBER 25, 1996

SECURITIES AND EXCHANGE COMMISSION
Washington D.C. 20549

AMENDMENT NO. 1 to

FORM S-3
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

MITCHAM INDUSTRIES, INC.
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

TEXAS (STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION) 76-0210849 (I.R.S. EMPLOYER IDENTIFICATION NO.)

POST OFFICE BOX 1175
44000 HIGHWAY 75 SOUTH
HUNTSVILLE, TEXAS 77342
(409) 291-2277

(ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE, OF REGISTRANT'S PRINCIPAL EXECUTIVE OFFICES)

BILLY F. MITCHAM, JR.
POST OFFICE BOX 1175
44000 HIGHWAY 75 SOUTH
HUNTSVILLE, TEXAS 77342
(409) 291-2277

(NAME, ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE, OF AGENT FOR SERVICE)

Copy to:
SABRINA A. MCTOPY
NORTON, JACOBS, KUHN & MCTOPY, L.L.P.
TEXACO HERITAGE PLAZA
1111 BAGBY, SUITE 2450
HOUSTON, TEXAS 77002-4004
(713) 659-1131

Approximate date of commencement of proposed sale to the public: As soon as practicable after the Registration Statement becomes effective.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box []

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, please check the following box. [X]

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. []

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SHARE	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE
Common Stock, \$.01 par value ("Common Stock"). . .	615,830	\$5.875(1)	\$3,618,001.20	\$1,247.59

Common Stock				
Underlying Warrants	242,953	\$5.875(2)	\$1,427,348.80	\$492.19

Total			\$5,045,350.00	\$1,739.78(3)

- (1) Pursuant to Rule 457(c), the registration fee for these shares is calculated based upon the last sale price of the Common Stock reported on the Nasdaq National Market System on October 21, 1996, or \$5.875 per share.
- (2) In accordance with Rule 457(g), the registration fee for these shares is calculated based upon a price of \$5.875 per share, which is the highest of (i) the price at which the warrants may be exercised; (ii) the offering price of securities of the same class included in the registration statement; and (iii) the price of securities of the same class, as determined pursuant to Rule 457(c).
- (4) \$1,506.27 of this amount was paid with the initial Registration Statement on Form S-3, filed on August 29, 1996.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933 OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

MITCHAM INDUSTRIES, INC.

CROSS REFERENCE SHEET

(PURSUANT TO ITEM 501(b) OF REGULATION S-K)

ITEM	FORM SB-2 ITEM NUMBER AND CAPTION	LOCATION IN PROSPECTUS
1.	Forepart of the Registration Statement and Outside Front Cover Page of Prospectus.....	Facing Page; Outside Front Cover of Prospectus
2.	Inside Front and Outside Back Cover Pages of Prospectus	Inside Front Cover Page; Outside Back Cover Page
3.	Summary Information, Risk Factors and Ratio of Earnings to Fixed Charges	The Company; Risk Factors
4.	Use of Proceeds.....	Not Applicable
5.	Determination of Offering Price.....	Not Applicable
6.	Dilution	Not Applicable
7.	Selling Security Holders	Selling Security Holders
8.	Plan of Distribution.....	Outside Front Cover Page; Plan of Distribution
9.	Description of Securities to be Registered.....	Not Applicable
10.	Interests of Named Experts and Counsel.....	Legal Matters
11.	Material Changes.....	Not Applicable
12.	Incorporation of Certain Information by Reference.....	Documents Incorporated by Reference
13.	Disclosure of Commission Position On Indemnification for Securities Act Liabilities....	Not Applicable

858,783 SHARES

MITCHAM INDUSTRIES, INC.

COMMON STOCK
(\$0.01 PAR VALUE)

This Prospectus relates to 858,783 shares of common stock, par value \$0.01 per share (the "Common Stock"), of Mitcham, Industries, Inc., (the "Company") which may be offered and sold from time to time by security holders of the Company (the "Selling Security Holders"). Of the total number of shares offered hereby, 615,830 are currently outstanding shares of the Company's Common Stock owned by certain security holders of the Company and 242,953 are issuable upon the exercise of certain warrants to acquire Common Stock. See "Selling Security Holders." The Company will not receive any of the proceeds from the sale of the shares of Common Stock offered hereby. However, if all of the 242,953 warrants representing shares of Common Stock in this offering are exercised, the Company will receive aggregate proceeds therefrom of approximately \$962,000.

The Company's Common Stock traded on the Nasdaq SmallCap Market under the symbol "MIND" from December 19, 1994 through April 25, 1996. The Company's Common Stock is currently traded on the Nasdaq National Market System under the symbol "MIND". On October 21, 1996 the last sales price of the Company's Common Stock was \$5.875 per share.

The Company Stock may be offered and sold from time to time by the Selling Security Holders named herein through dealers or agents or directly to one or more purchasers in fixed price offerings, in negotiated transactions, at market prices prevailing at the time of sale or at prices related to such market prices. The terms of the offering and sale of Common Stock with respect to which this Prospectus is being delivered, including any discounts, commissions or concessions allowed, or paid to dealers or agents, the purchase price of the shares of Common Stock, the proceeds to the Selling Security Holders, and any other material terms shall be as set forth in a Prospectus Supplement. See "Plan of Distribution" for possible indemnification arrangements for dealers and agents.

FOR A DISCUSSION OF CERTAIN FACTORS THAT SHOULD BE CONSIDERED IN CONNECTION WITH AN INVESTMENT IN THE COMMON STOCK, SEE "RISK FACTORS" BEGINNING ON PAGE 5.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE

The date of this Prospectus is _____, 1996

AVAILABLE INFORMATION

The Company has filed with the Securities and Exchange Commission (the "Commission") in Washington, D.C. a Registration Statement on Form S-3 under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the Common Stock offered by this Prospectus. Certain portions of the Registration Statement have not been included in this Prospectus. For further information, reference is made to the Registration Statement and the exhibits thereto. The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements and other information with the Commission. The Registration Statement (with exhibits), as well as such reports, proxy statements and other information, can be inspected and copied at the public reference facilities maintained by the Commission at its principal offices at Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549. Copies of such material can be obtained at prescribed rates from the Public Reference Section of the Commission at its principal office at Judiciary Plaza, 450 Fifth Street, N.W., Room 1023, Washington, D.C. 20549.

DOCUMENTS INCORPORATED BY REFERENCE

The Company hereby incorporates by reference in this Prospectus (i) the Company's Annual Report on Form 10-KSB for the fiscal year ended January 31, 1996; (ii) the Company's Quarterly Report on Form 10-QSB for the six months ended July 31, 1996; and (iii) the description of the Company's Common Stock contained in the Company's Form SB-2, dated December 19, 1994, including any amendments, post-effective amendments or reports filed for the purpose updating such description. All other reports filed by the Company pursuant to Section 13(a) or 15(d) of the Exchange Act since January 31, 1996 are hereby incorporated herein by reference.

All documents filed by the Company pursuant to Section 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date of this Prospectus and before the termination of the offering covered hereby will be deemed to be incorporated by reference in this Prospectus and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference in this Prospectus shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained in this Prospectus or in any other subsequently filed document which also is or is deemed to be incorporated by reference modifies or replaces such statement.

The Company will provide without charge to each person to whom this Prospectus is delivered, upon the written or oral request of such person, a copy of any or all of the documents incorporated by reference in this Prospectus, other than exhibits to such documents, unless such exhibits are specifically incorporated by reference into the information that this Prospectus incorporates. All such requests should be directed to Mitcham Industries, Inc., Post Office Box 1175, 44000 Highway 75 South, Huntsville, Texas 77342, Attention: Roberto Rios, telephone number (409) 291-2277.

PROSPECTUS SUMMARY

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY, AND SHOULD BE READ IN CONJUNCTION WITH, THE MORE DETAILED INFORMATION CONTAINED ELSEWHERE IN THIS PROSPECTUS.

THE COMPANY

Mitcham Industries, Inc., a Texas corporation ("Company"), specializes in the leasing and sale of seismic equipment to the oil and gas industry. The Company provides short-term leasing of peripheral seismic equipment to meet a customer's requirements, as well as offering maintenance and support during the lease term. The Company leases its seismic equipment primarily to land-based seismic data acquisition companies and major oil and gas exploration companies conducting seismic data acquisition surveys in North and South America. The Company also sells and services new and used seismic data acquisition systems and peripheral equipment to companies engaged in oil and gas exploration.

Seismic data acquisition equipment is used in the identification and graphic definition of subsurface geologic structures and formations which potentially contain oil and gas. Since the mid-1980s, the oil and gas industry has evolved from utilizing seismic data using two-dimensional ("2-D") seismic surveys to utilizing three-dimensional ("3-D") surveys. Three-dimensional seismic data, although more costly than 2-D data, is believed to provide greatly enhanced information regarding subsurface geology, resulting in improved drilling success rates and reduced exploration costs. The production of this enhanced information requires the use of a greater number of remote signal conditioners, or "channel boxes," which collect and transmit seismic data, and of various other types of peripheral seismic equipment to support the additional channel boxes. Management believes that 3-D seismic surveys will continue to increase in importance and become the dominant seismic data acquisition technique in the oil and gas industry.

The Company's strategy is to respond to its customers' short-term demand for additional 3-D channel boxes and supporting peripheral equipment by expanding its 3-D seismic leasing operations. Historically, a majority of the Company's operations were focused on the sale and service of 2-D seismic equipment of various manufacturers. Given the expense of 3-D channel boxes and other peripheral equipment, management believes that seismic survey firms will increasingly engage in short-term leasing of such equipment as an alternative to purchasing it. In response to this trend, in February 1994, the Company entered into an agreement with Input/Output, Inc. ("I/O"), a designer and manufacturer of technologically advanced, land-based 3-D seismic data acquisition equipment and systems. Under this agreement, as amended (the "I/O Agreement"), the Company is the exclusive recipient of requests I/O receives from its customers to lease I/O 3-D channel boxes in North and South America subject to certain conditions, including certain minimum purchase requirements, and may acquire I/O 3-D channel boxes at favorable prices based on the volume of equipment purchased. Since entering into the I/O Agreement and acquiring I/O 3-D seismic equipment, the Company has changed its business focus from the leasing and sale of 2-D seismic equipment to the lease of 3-D seismic equipment, with a primary emphasis on channel boxes.

As of June 1, 1996, the Company had purchased approximately \$7.9 million of the required \$10.0 million of I/O 3-D channel boxes under the I/O Agreement, and was required to purchase an additional \$2.1 million of channel boxes on or before December 31, 1996. Effective June 1, 1996, the Company entered into an amendment of its Exclusive Lease Referral Agreement with I/O. Under the I/O Agreement as amended, (i) the term has been extended until May 31, 2000; (ii) the seismic data acquisition equipment that I/O will sell to the Company and with respect to which I/O will recommend the Company as a potential lessor has been expanded; and (iii) the former \$10.0 million has been replaced with an aggregate \$13.25 minimum purchase requirement over the remaining term of the Agreement.

In September 1996, the Company entered into two agreements with SERCEL, S.A. ("SERCEL") a designer and manufacturer of land/shallow water seismic data acquisition systems and related equipment. One agreement, the Exclusive Equipment Lease Agreement (the "SERCEL Lease Agreement"), provides that until December 31, 1999, the Company will be SERCEL's short-term leasing agent throughout the world and that SERCEL will refer to the Company all requests it receives from its customers to lease its 3-D data acquisition equipment and other field

equipment; and the Company will acquire up to \$10.2 million of SERCEL's 3-D data acquisition equipment and other field equipment from SERCEL at favorable prices, \$800,000 of which will consist of SERCEL's existing lease pool of primarily 3-D channel boxes. The second agreement, the Commercial Representation Agreement, provides that until September 19, 1999, the Company will be SERCEL's exclusive sales agent in Canada. In connection with entering into this agreement, the Company will establish an office in Calgary, Alberta, Canada in which up to 10 employees are anticipated to be employed. These agreements with SERCEL allow the Company to expand its customer base and materially increase the type and amount of equipment available to its customers. The SERCEL agreements are part of the Company's overall strategy to incorporate the equipment from all major 3-D seismic equipment manufacturers into its lease pool.

The Company was formed in January 1987. Its principal offices are located at Post Office Box 1175, 44000 Highway 75 South, Huntsville, Texas, and its telephone number is (409) 291-2277.

RISK FACTORS

IN ADDITION TO THE OTHER INFORMATION CONTAINED IN THIS PROSPECTUS, POTENTIAL INVESTORS SHOULD CAREFULLY EVALUATE THE FOLLOWING RISK FACTORS, WHICH COULD HAVE A MATERIAL ADVERSE EFFECT ON THE VALUE OF THE COMPANY'S COMMON STOCK.

DEPENDENCE ON EXCLUSIVE LEASE REFERRAL AGREEMENT WITH INPUT/OUTPUT;
COMPETITION FROM INPUT/OUTPUT

While the Company will continue to sell and lease 2-D seismic equipment of various manufacturers, its future earnings growth is dependent upon its success in leasing 3-D seismic equipment of I/O and other manufacturers. Of critical importance to that growth is the I/O Agreement, entered into in February, 1994, pursuant to which the Company (i) is the exclusive recipient of requests from I/O customers and others to lease I/O channel boxes in North and South America; and (ii) may acquire channel boxes from I/O at favorable prices based upon the volume of equipment purchased. As a manufacturer of complete data acquisition systems that are compatible only with I/O channel boxes, I/O typically receives significant inquiries to lease I/O 3-D channel boxes from customers desiring to expand the capacities of their systems on a short-term basis. In order to continue to receive the above benefits under the I/O Agreement, except as otherwise provided therein, the Company must meet certain minimum purchase requirements of I/O 3-D channel boxes.

In order to receive the benefits of the I/O Agreement, the Company was formerly required to purchase an aggregate of \$10.0 million of I/O 3-D channel boxes in stated installments over the term of the agreement, which was to terminate on December 31, 1996 (the "Termination Date"). As of June 1, 1996, the Company had purchased approximately \$7.9 million of the required \$10.0 million of I/O 3-D channel boxes under the I/O Agreement, and was required to purchase an additional \$2.1 million of channel boxes on or before the Termination Date. Effective June 1, 1996, the Company entered into an amendment of the I/O Agreement.

Under the I/O Agreement as amended, (i) the term has been extended until May 31, 2000; (ii) the seismic data acquisition equipment that I/O will sell to the Company and with respect to which I/O will recommend the Company as a potential lessor has been expanded; and (iii) the former aggregate minimum purchase requirement of \$10.0 million no longer applies. The other provisions of the I/O Agreement remain substantially the same.

In addition to I/O 3-D channel boxes that were the subject of the agreement before the amendment, the I/O Agreement now covers (i) ocean bottom cable systems, which collect seismic data in an ocean environment in depths of up to 200 meters; (ii) central electronics units, which act as the control center of and test all functions of complete data acquisition systems; and (iii) remote acquisition modules, field communication devices between channel boxes and central electronics units that allow more channel boxes to be employed in a seismic survey.

Specifically, in place of the former aggregate \$10.0 million of required purchases, the Company agreed to purchase an aggregate of \$3.0 million of I/O 3-D channel boxes after June 1, 1996 and before November 30, 1996 (the "Renewal Purchase"), with a minimum of \$1.5 million to be purchased by August 31, 1996. From January 1, 1997 through May 31, 1997, the Company must purchase at least an aggregate of \$1.25 million of I/O seismic equipment in order to receive favorable pricing with respect to such equipment. In each of the years from June 1, 1997 through May 31, 1998, June 1 through May 31, 1999 and June 1, 1999 through May 31, 2000, the Company must purchase at least an aggregate of \$3.0 million of I/O equipment (or an aggregate additional \$10.25 million after the \$3.0 million Renewal Purchase is made) in order to receive favorable pricing on such equipment. Since June 1, 1996, the Company has purchased an aggregate of \$4.7 million of I/O equipment, thus fulfilling its obligations to make the Renewal Purchase.

Under the I/O Agreement, subject to certain exceptions described below, the Company is the exclusive recipient of requests from I/O customers to lease I/O 3-D channel boxes in North and South America. I/O may not recommend or suggest any competitor of the Company as a potential lessor of I/O 3-D channel boxes in North and South America. However, if the Company (i) is unable to lease the 3-D channel boxes due to a shortage in its lease fleet; (ii) cannot agree on the terms of a proposed lease with a prospective lessee within 72 hours of the lessee's introduction to the Company; or (iii) otherwise chooses not to lease to a prospective lessee, then I/O may

lease channel boxes to the prospective lessee. Leases of channel boxes with purchase options are specifically excluded from the I/O Agreement. Therefore, I/O may continue to enter into leases with purchase options in North and South America during the term of the I/O Agreement. Channel boxes which I/O owned and which were subject to lease at the date of the I/O Agreement are also specifically excluded from the I/O Agreement. However, as of the date of this Prospectus, substantially all of those channel boxes have been acquired by the Company and others. After the remaining 3-D channel boxes owned by I/O and subject to lease at the date of the I/O Agreement are acquired, I/O cannot compete with the Company in North and South America except as described above.

DEPENDENCE UPON INPUT/OUTPUT

In connection with the Company's decision to concentrate its business focus primarily upon 3-D seismic leasing and enter into the I/O Agreement, the Company has relied upon I/O to manufacture and sell to the Company the I/O 3-D seismic equipment which the Company leases to its customers and, to a lesser extent, to refer leasing customers to the Company. As a result, I/O has the ability to adversely affect the 3-D seismic leasing portion of the Company's business. While the Company does not anticipate any difficulty in obtaining channel boxes or lease referrals from I/O based upon its past experience and current relationship with I/O, any such occurrence could have a material adverse effect upon the Company's business, financial condition and results of operations. In addition, by entering into the I/O Agreement, and engaging in cooperative advertising with I/O with respect to I/O 3-D channel boxes, the Company has undertaken to establish an identity connected with I/O. As such, any adverse economic condition of I/O or negative operating results for I/O or even negative publicity about I/O or its products, could in turn adversely affect the Company's business, financial condition and results of operations. Conversely, the Company has no ability to affect I/O's operations or results of operations. As a result of entering into the SERCEL Lease Agreement, the Company is no longer solely dependent upon I/O to supply 3-D seismic equipment to the Company at favorable prices, as well as customer lease referrals. However, because of the Company's close association with I/O, the Company's business and financial condition could still be materially adversely affected by any financial or operating difficulty experienced by I/O.

DEPENDENCE UPON ADDITIONAL LEASE CONTRACTS; UNCERTAIN FUTURE RESULTS

The Company's operating risks occur primarily in its equipment leasing business. The Company's leases typically have a term of three to nine months and provide gross revenues equal to 20% to 80% of the acquisition cost of the new equipment, thereby recovering only a portion of the Company's capital investment. The Company's ability to generate lease revenues, and thus its profitability, is dependent upon obtaining additional lease contracts after the termination of an initial lease. However, lessees are under no obligation to, and frequently do not, continue to lease seismic equipment after the expiration of a lease. Although the Company has been successful in obtaining additional lease contracts with other lessees after the termination of three-to-nine month equipment leases, there can be no assurance that it will continue to do so. The Company's failure to obtain additional or extended leases beyond the initial term would have a material adverse effect on its operations and financial condition.

POTENTIAL LIABILITY EXPOSURE; POSSIBILITY OF INADEQUATE COVERAGE

The Company maintains general liability insurance coverage for potential claims, the nature and amount of which it believes is customary in the industry. There is no assurance that adequate insurance will be available to the Company in the future on terms as favorable as those contained in its existing arrangements. The Company's lease equipment is covered by a minimum of \$1,000,000 general liability and actual loss coverage when under lease. This insurance is paid for by the Company's lessees and the Company receives certification that it has been named as additional insured and loss payee on lessees' policies prior to delivery of equipment. Thus, the Company's lessees bear the risk of loss or damage to leased equipment during the lease term.

POSSIBLE ADVERSE EFFECT OF INSTABILITY OF OIL AND GAS INDUSTRY AND DEMAND FOR SERVICES

Demand for the Company's services depends upon the level of spending by oil and gas companies for exploration, production, and development activities, as well as on the number of land seismic crews operating in the world, and especially in North America. Fluctuations in the price of oil and gas in response to relatively minor changes in the supply and demand for oil and natural gas continue to have a major effect on these activities and

thus, on the demand for the Company's services. Published industry sources indicate that the number of seismic crews working worldwide has declined from approximately 1,500 in 1988 to 1,214 as of July 1, 1996. Likewise, those sources indicate that the number of seismic crews working in North America has declined from 300 in 1988 to 140 as of July 1, 1996. The Company believes that the number of active crews will continue to decline through the year 2000, but it anticipates that the total amount of 3-D seismic equipment in use by those crews and the number of channels required for seismic surveys will continue to increase in an effort to increase drilling success rates and decrease exploration costs. There can be no assurance of an increased demand for additional 3-D seismic equipment or as to the level of future demand for the Company's services.

VULNERABILITY TO WEATHER CONDITIONS AND SEASONAL RESULTS

The third and fourth quarters of the calendar year have historically accounted for, and are expected in the future to account for, a greater portion of the Company's operating revenue than do the first and second quarters of the calendar year. This fluctuation in revenues is primarily due to the increased seismic survey activity in Canada from October through March, which significantly affects the Company because about one-half of the Company's total revenues are historically attributable to Canadian operations. This seasonal pattern, may cause the Company's results of operations to vary significantly from quarter to quarter. Accordingly, period-to-period comparisons are not necessarily meaningful and should not be relied on as indicative of future results.

TRANSACTIONS WITH AFFILIATES

The Company has had several transactions with affiliates, including a consulting agreement. In particular, until September 1995 the Company was leasing its facilities from an affiliate at approximately twice the cost per square foot being paid by an unrelated third party for adjacent facilities. In September 1995 the Company purchased the facilities in an arm's-length transaction. Other than with respect to such lease, management of the Company believes that the terms of such transactions are reasonable and fair. However, in no case has an independent determination as to the fairness been made and the affiliates have no fiduciary obligation to the Company. Therefore, such transactions may be subject to self-dealing by affiliates.

TECHNOLOGICAL OBSOLESCENCE

The Company has a substantial capital investment in 3-D seismic equipment. In addition, under the I/O Agreement, the Company is required to make a substantial additional investment in I/O 3-D seismic equipment. The Company believes that the technology represented by the 3-D equipment in service and to be acquired from I/O will not become obsolete prior to the Company's recovery of its initial investment. However, there can be no assurance that manufacturers of seismic equipment will not develop alternative systems that would have competitive advantages over systems now in use, thus having potentially adverse effects on the Company's ability to profitably lease its existing 3-D seismic equipment. In the past, the Company has been successful in avoiding material losses caused by technological obsolescence by selling its older technology 2-D seismic equipment in the international market and, to a lesser extent, to smaller seismic survey firms in the domestic market. However, there can be no assurance that the Company will be able to sell technologically obsolete equipment in the future.

CUSTOMER CONCENTRATION

The Company typically sells and leases significant amounts of seismic equipment to a relatively small number of customers, the composition of which changes from year to year as leases are negotiated and concluded and equipment needs vary. Therefore, at any one time, a large portion of the Company's revenues may be derived from a limited number of customers. In the years ended January 31, 1995 and January 31, 1996, one customer accounted for approximately 16% and 18%, respectively, of the Company's total revenues. The termination of any large seismic lease could have a material adverse effect on the Company's operations if the Company does not replace such business on a timely basis.

NEED FOR ADDITIONAL FINANCING

Under the I/O Agreement, as amended, the Company is required to purchase a total of \$13.25 million, or an additional \$8.55 million, of I/O equipment by May 31, 2000. In addition, under the terms of the SERCEL Lease

Agreement, the Company will acquire up to \$10.2 million of SERCEL's seismic data acquisition equipment at favorable prices over the term thereof. Specifically, the Company has agreed to the following minimum purchases through December 31, 1999:

September 20, 1996 through June 30, 1997	- \$1.7 million
July 1, 1997 through December 31, 1997	- \$1.7 million
January 1, 1998 through June 30, 1998	- \$1.7 million
July 1, 1998 through December 31, 1998	- \$1.7 million
January 1, 1999 through June 30, 1999	- \$1.7 million
July 1, 1999 through December 31, 1999	- \$1.7 million

As of the date of this Prospectus, the Company has acquired \$800,000 of seismic data acquisition equipment, and must purchase an additional \$9.4 million of such equipment.

The Company anticipates that the cash flow generated from the 3-D channel boxes which it currently owns, the available portions of its \$1.0 million line of credit with a bank and its \$4.2 million term loan with a bank, and all or a portion of the approximately \$4.2 million aggregate proceeds it has received from the exercise of the public warrants, certain bridge warrants, and representative's warrants issued to the representative of the underwriters in the Company's initial public offering in January 1995, will be used to fund in part the remaining aggregate \$8.55 million and \$9.4 million of subsequent minimum purchases required over the term of the I/O Agreement and the SERCEL Lease Agreement, respectively. However, the Company anticipates that it may require additional equipment loans in order to fully fund those minimum purchase requirements. There can be no assurance that the Company will be able to obtain such equipment financing loans on terms acceptable to the Company, if at all. Failure to meet the minimum purchase requirement in one or more periods would mean the loss of favorable pricing provided for by the I/O Agreement and the SERCEL Lease Agreement, which would have a material adverse effect on the Company's future operations and profits.

COMPETITION

Competition in the leasing of seismic equipment is fragmented, and the Company is aware of numerous companies that engage in such equipment leasing. Many of these competitors, however, do not lease seismic equipment of several manufacturers, have as extensive seismic lease pool as does the Company or offer maintenance and support during the lease term. They also do not have exclusive lease referral agreements with manufacturers similar to the Company's. Competition exists to a lesser extent from seismic data acquisition firms seeking to generate revenue from equipment that is temporarily idle. Under the I/O Agreement, I/O and its subsidiary, Global Charter Corporation ('Global') retain the right to continue to (i) lease channel boxes in certain situations where the Company and a prospective lessee cannot or do not enter into a lease, as more fully described in the I/O Agreement; (ii) lease channel boxes with a purchase option in North and South America and (iii) lease the channel boxes owned by either of them and subject to lease on the date of the I/O Agreement. However, as of the date of this Prospectus, substantially all of the latter channel boxes have been acquired by the Company and others. After the remaining 3-D channel boxes owned by I/O and subject to lease at the date of the I/O Agreement are acquired, I/O cannot compete with the Company in North and South America except as described above. The Company has several competitors engaged in seismic equipment sales, including land-based seismic data acquisition companies and major oil and gas exploration companies that use seismic equipment, many of which have substantially greater financial resources than the Company. There are also numerous smaller competitors who, in the aggregate, generate significant revenue from the sale of seismic survey equipment.

DEPENDENCE ON KEY PERSONNEL

The Company's success is dependent on, among other things, the services of Billy F. Mitcham, Jr., the Chairman of the Board, President and Chief Executive Officer of the Company. In May 1994, the Company entered into an employment agreement with Mr. Mitcham for a term of three years, subject to earlier termination upon certain stated events. Under the employment agreement, the Company agreed to pay Mr. Mitcham an annual salary of \$100,000, subject to increase by the Company's Board of Directors. The employment agreement prohibits Mr.

Mitcham from providing services to, and from contacting or soliciting in an effort to provide services to, any competitor of the Company for two years after the termination of his employment. The Company has obtained a \$1.0 million key employee life insurance policy payable to the Company in the event of Mr. Mitcham's death. The loss of the services of Mr. Mitcham could have a material adverse effect on the Company.

CONTROL BY PRINCIPAL SHAREHOLDER

As of the date of this Prospectus, Billy F. Mitcham, Jr. owned and had voting control of approximately 15.4% and 30%, respectively, of the outstanding shares of Common Stock. After the consummation of the offering, he will own and have voting control of approximately 8.9% and 23%, respectively, of the outstanding shares of Common Stock. It should be assumed that, although Mr. Mitcham does not own a majority interest, he will exercise effective voting control over most corporate actions that require shareholder approval, and may therefore exercise a controlling influence over the Company.

NO DIVIDEND HISTORY

The Company has never paid cash dividends on its Common Stock. The Company does not presently anticipate paying any cash dividends on the Common Stock in the foreseeable future.

POSSIBLE ADVERSE EFFECT OF ISSUANCE OF PREFERRED STOCK WITHOUT SHAREHOLDER APPROVAL

The Company's Articles of Incorporation authorize the issuance of 1,000,000 shares of "blank check" preferred stock, par value \$1.00 per share ("Preferred Stock") with such designations, rights and preferences as may be determined from time to time by the Board of Directors. No shares of Preferred Stock will be outstanding as of the consummation of this Offering. However, because the Board of Directors is empowered to issue Preferred Stock with such preferences and rights as it determines, it may afford the holders of any series of Preferred Stock preferences, rights or voting powers superior to those of the holders of Common Stock. Although the Company has no present intention to issue any shares of its Preferred Stock, there can be no assurance that the Company will not do so in the future.

LIMITATION ON DIRECTOR LIABILITY

The Company's Articles of Incorporation, as amended, provide, as permitted by governing Texas law, that a director of the Company shall not be personally liable to the Company or its shareholders for monetary damages for breach of fiduciary duty as a director, with certain exceptions. These provisions may discourage shareholders from bringing suit against a director for breach of fiduciary duty and may reduce the likelihood of derivative litigation brought by shareholders on behalf of the Company against a director.

SELLING SECURITY HOLDERS

The following table sets forth the name of each Selling Security Holder and the number of shares of Common Stock being offered by each Selling Security Holder. The shares of Common Stock being offered hereby are being registered to permit public secondary trading, and the Selling Security Holders may offer all or a portion of the shares for resale from time to time. See "Plan of Distribution."

NAME	SHARES BENEFICIALLY OWNED BEFORE OFFERING	SHARES OFFERED	SHARES BENEFICIALLY OWNED AFTER OFFERING	PERCENTAGE BENEFICIALLY OWNED AFTER OFFERING+
- - - - -	- - - - -	- - - - -	- - - - -	- - - - -
Billy F. Mitcham, Jr.	1,355,062(1)	300,000	1,055,062	23%
Billy F. Mitcham III, Trust	45,981(2)	8,721	37,260	*
Benjamin R. Mitcham Trust	45,981(2)	8,721	37,260	*
Roberto Rios	12,772(3)	12,772	--	--
William J. Sheppard	12,772(3)	12,772	--	--
Alamo Atlas Group, Inc.	148,597(4)	148,597	--	--
Thomas M. Hunt	929	929	--	--
Dan D. Sudduth	17,030(5)	17,030	--	--
Milton Barbarosh	3,230(5)	3,230	--	--
Carl L. Norton	40,530(5)	40,530	--	--
Heptagon Investments Limited. . . .	3,750	3,750	--	--
OVH, Inc.	12,000	12,000	--	--
Marathon Holding Corporation. . . .	1,751	1,751	--	--
Margolis Holding Corporation. . . .	1,750	1,750	--	--
Jeffrey E. Margolis	1,749	1,749	--	--
Sabrina A. McTopy	6,381	6,381	--	--
Robert T. Kirk	154,500(6)	154,500	--	--
Glen Desort	39,000(6)	39,000	--	--
Michael Morrisett	6,100(6)	6,100	--	--
Jack Gilbert	6,000(6)	6,000	--	--
Ken Kamen	6,000(6)	6,000	--	--
Brian Herman	6,000(6)	6,000	--	--
Wendy Tand Gusrae	25,500(6)	25,500	--	--
The Equity Group, Inc.	35,000(7)	35,000	--	--
TOTAL	1,988,365	858,783	1,129,582	23%

+ Assumes no shares are effected by the Selling Security Holder during the offering period other than pursuant to this Registration Statement.

* Less than 1%

- (1) Includes an aggregate of 445,740 shares of Common Stock owned by Billy F. Mitcham, Sr. (242,540 shares), Paul C. Mitcham (118,680 shares) and two trusts established for the benefit of Mr. Mitcham, Jr.'s sons (37,260 shares for each trust), and as to which shares Mr. Mitcham, Jr. has the right to vote under a Voting Agreement. Also includes shares underlying currently exercisable options to purchase an aggregate of 200,692 shares of Common Stock, as follows: Billy F. Mitcham, Jr. (116,000 shares), Billy F. Mitcham, Sr. (45,750 shares), Paul C. Mitcham (21,500 shares), and the two trusts (8,721 shares each).
- (2) Represents 37,260 shares that are included in the number of shares beneficially owned by Billy F. Mitcham, Jr. and 8,721 shares that may be acquired upon the exercise of a warrant at an exercise price of \$3.87 per share.
- (3) Includes 2,422 shares that may be acquired upon the exercise of a warrant at an exercise price of \$3.87 per share.
- (4) Includes 31,977 shares that may be acquired upon the exercise of a warrant at an exercise price of \$3.87 per share.
- (5) Includes or represents 3,230 shares that may be acquired upon the exercise of a warrant at an exercise price of \$3.87 per share.
- (6) Includes or represents shares that may be acquired upon the exercise of an aggregate of 29,500 Representative's Warrants and 85,000 Underlying Representative's Warrants issued in the Company's initial public offering in January 1995. Each Representative's Warrant entitles the holder to purchase a unit at an exercise price of \$7.97 per unit, consisting of two shares of Common Stock and an Underlying Representative's Warrant to purchase an additional share of Common Stock at an exercise price of \$4.20 per share.
- (7) Represents shares that may be acquired upon the exercise of warrants at an exercise price of \$3.50 per share.

PLAN OF DISTRIBUTION

The Selling Security Holders may offer the shares of Common Stock subject to this Prospectus from time to time in one or more offerings through dealers or agents or directly to one or more purchasers in fixed price offerings, in negotiated transactions, at market prices prevailing at the time of sale or at prices related to such market prices. Resales by the purchasers of such shares may be made in the same manner.

The distribution of the shares of Common Stock by the Selling Security Holders, or by transferees of the Selling Security Holders, may be effected from time to time in one or more transactions (which may involve block transactions) in the over-the-counter market, in negotiated transactions or in a combination of such methods of sale, at fixed prices, at market prices prevailing at the time of sale, at prices related to such prevailing market prices, or at negotiated prices. The Selling Security Holders may effect such transactions by selling shares of Common Stock directly to purchasers or to or through broker-dealers acting as principals or agents. Such broker-dealers may receive compensation in the form of discounts, concessions, or commissions from the Selling Security Holders or the purchasers of the shares of Common Stock for whom such broker-dealers may act as agent, or to whom they may sell as principal or both (which compensation, as to a particular broker-dealer, may be less than or in excess of customary commissions).

Upon the Company's being notified by a Selling Security Holder that any material arrangement has been entered into with a broker-dealer for the sale of shares through a block trade, special offering, exchange distributions or secondary distribution, a supplemental Prospectus will be filed, pursuant to Rule 424(b) under the Act, setting forth (i) the name of each Selling Securityholder and of the participating broker-dealer(s), (ii) the number of shares involved, (iii) the price at which such shares were sold (iv) the commissions paid or discounts or concessions

allowed to such broker-dealer(s), where applicable, (v) that such broker-dealer(s) did not conduct any investigation to verify the information set out in this Prospectus and (vi) other facts material to the transactions.

The Selling Security Holders and any broker-dealers or agents who participate in a sale of shares of Common Stock covered by this Prospectus may be deemed to be underwriters (within the meaning of such term under the Securities Act) of the Common Stock offered thereby. Any commissions received by them, as well as any proceeds from any sales as principal by them, may be deemed to be underwriting discounts and commissions under the Securities Act. Unless otherwise set forth in the applicable Prospectus Supplement, such dealers or agents may, under agreements with the Selling Security Holders, be entitled to indemnification by the Company or the Selling Security Holders against certain civil liabilities under the Securities Act.

There are no contractual arrangements between or among any of the Selling Security Holders with respect to sales of Common Stock and no Underwriter will be acting for the Selling Security Holders. The Company will not receive any of the proceeds from the sale of the shares of Common Stock offered hereby. However, if all of warrants representing shares of Common Stock in this offering are exercised, the Company will receive aggregate proceeds therefrom of approximately \$962,000.

LEGAL MATTERS

The validity of the Common Stock offered hereby will be passed on for the Company by Norton, Jacobs, Kuhn & McTopy, L.L.P. Members of that firm own an aggregate of 43,681 shares of Common Stock, a warrant to acquire an additional 3,230 shares of Common Stock at \$3.87 per share and warrants to acquire an additional 50,000 shares of Common Stock at \$6.43 per share. Members of that firm are offering an aggregate of 46,911 shares pursuant to this Prospectus. See "Selling Security Holders."

EXPERTS

The audited financial statements incorporated by reference in this Prospectus have been incorporated herein in reliance on the report of Hein + Associates, LLP, independent certified public accountants, given on the authority of such firm as experts in accounting and auditing.

NO DEALER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED IN, OR INCORPORATED BY REFERENCE IN, THIS PROSPECTUS, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY OF THE SECURITIES OFFERED HEREBY IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER IN SUCH JURISDICTION. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF, OR THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE SUCH DATE.

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MITCHAM INDUSTRIES, INC.

858,783 SHARES

OF

COMMON STOCK

P R O S P E C T U S

, 1996

P A R T II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

Expenses payable in connection with the issuance and distribution of the securities to be registered (other than underwriting discounts and commissions), are estimated as follows:

Securities and Exchange Commission filing fee	\$1,740
Printing expenses	3,500*
Legal fees and expenses	8,000*
Accounting fees and expenses	6,000*
Miscellaneous	760

TOTAL	\$20,000

* Estimated

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Article Nine of the Company's Amended and Restated Articles of Incorporation (the "Articles") eliminates or limits the personal liability of directors for damages for an act or omission in the director's capacity as a director, except for (i) a breach of a director's duty of loyalty to the Company or its shareholders; (ii) an act or omission not in good faith that constitutes a breach of duty of the director to the Company or that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the directors' office; or (iv) an act or omission for which the liability of a director is expressly provided for by an applicable statute.

Article Eleven of the Articles makes mandatory the indemnification of directors permitted under Section B of Article 2.02-1 of the Texas Business Corporation Act ("TBCA") and permits the Company to advance the reasonable expenses of a director upon compliance with the requirements of Sections K and L thereof.

Article 2.02-1 of the TBCA provides as follows:

A. In this article:

(1) "Corporation" includes any domestic or foreign predecessor entity of the corporation in a merger, consolidation, or other transaction in which the liabilities of the predecessor are transferred to the corporation by operation of law and in any other transaction in which the corporation assumes the liabilities of the predecessor but does not specifically exclude liabilities that are the subject matter of this article.

(2) "Director" means any person who is or was a director of the corporation and any person who, while a director of the corporation, is or was serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

(3) "Expenses" include court costs and attorneys' fees.

(4) "Official capacity" means

(a) when used with respect to a director, the office of director in the corporation, and

(b) when used with respect to a person other than a director, the elective or appointive office in the corporation held by the officer or the employment or agency relationship undertaken by the employee or agent in behalf of the corporation, but

- (c) in both Paragraphs (a) and (b) does not include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

(5) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

B. A corporation may indemnify a person who was, is or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director only if it is determined in accordance with Section F of this article that the person:

- (1) conducted himself in good faith;

- (2) reasonably believed:

- (a) in the case of conduct in his official capacity as a director of the corporation, that his conduct was in the corporation's best interests; and

- (b) in all other cases, that his conduct was at least not opposed to the corporation's best interests; and

- (3) in the case of any criminal proceeding, had no reasonable cause to believe his conduct was unlawful.

C. Except to the extent permitted by Section E of this article, a director may not be indemnified under Section B of this article in respect of a proceeding:

- (1) in which the person is found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the person's official capacity; or

- (2) in which the person is found liable to the corporation.

D. The termination of a proceeding by judgment, order, settlement, or conviction, or on a plea of nolo contendere or its equivalent is not of itself determinative that the person did not meet the requirements set forth in Section B of this article. A person shall be deemed to have been found liable in respect of any claim, issue or matter only after the person shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom.

E. A person may be indemnified under Section B of this article against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with the proceeding; but if the person is found liable to the corporation or is found liable on the basis that personal benefit was improperly received by the person, the indemnification (1) is limited to reasonable expenses actually incurred by the person in connection with the proceeding and (2) shall not be made in respect of any proceeding in which the person shall have been found liable for willful or intentional misconduct in the performance of his duty to the corporation.

F. A determination of indemnification under Section B of this article must be made:

- (1) by a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the proceeding;

- (2) if such a quorum cannot be obtained, by a majority vote of a committee or the board of directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding;

(3) by special legal counsel selected by the board of directors of a committee of the board by vote as set forth in Subsection (1) or (2) of this section, or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors; or

(4) by the shareholders in a vote that excludes the shares held by directors who are named defendants or respondents in the proceeding.

G. Authorization of indemnification and determination as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination as to reasonableness of expenses must be made in the manner specified by Subsection (3) of Section F of this article for the selection of special legal counsel. A provision obtained in the articles of incorporation, the bylaws, a resolution of shareholders or directors, or an agreement that makes mandatory the indemnification permitted under Section B of this article shall be deemed to constitute authorization of indemnification in the manner required by this section even though such provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.

H. A corporation shall indemnify a director against reasonable expenses incurred by him in connection with a proceeding in which he is a named defendant or respondent because he is or was a director if he has been wholly successful, on the merits or otherwise, in the defense of the proceeding.

I. If, in a suit for the indemnification required by Section H of this article, a court of competent jurisdiction determines that the director is entitled to indemnification under that section, that court shall order indemnification and shall award to the director the expenses incurred in securing the indemnification.

J. If, upon application of a director, a court of competent jurisdiction determines, after giving any notice the court considers necessary, that the director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he has met the requirements set forth in Section B of this article or has been adjudged liable in the circumstances described by Section C of this article, the court may order the indemnification that the court determines is proper and equitable; but if the person is found liable to the corporation or is found liable on the basis that personal benefit was improperly received by the person, the indemnification shall be limited to reasonable expenses actually incurred by the person in connection with the proceeding.

K. Reasonable expenses incurred by a director who was, is, or is threatened to be made a named defendant or respondent in a proceeding may be paid or reimbursed by the corporation, in advance of the final disposition of the proceeding and without any of the determinations specified in Sections F and G of this article, after the corporation receives a written affirmation by the director of his good faith belief that he has met the standard of conduct necessary for indemnification under this article and a written undertaking by or on behalf of the director to repay the amount paid or reimbursed if it is ultimately determined that he has not met that standard or if it is ultimately determined that indemnification of the director against expenses incurred by him in connection with that proceeding is prohibited by Section E of this article. A provision contained in the articles of incorporation, the bylaws, a resolution of shareholders or directors, or an agreement that makes mandatory the payment or reimbursement permitted under this section shall be deemed to constitute authorization of that payment or reimbursement.

L. The written undertaking required by Section K of this article must be an unlimited general obligation of the director but need not be secured. It may be accepted without reference to financial ability to make repayment.

M. A provision for a corporation to indemnify or to advance expenses to a director who was, is or is threatened to be made a named defendant or respondent in a proceeding, whether contained in the articles of incorporation, the bylaws, a resolution of shareholders or directors, an agreement, or otherwise, except in accordance with Section R of this article, is valid only to the extent it is consistent with this article as limited by the articles of incorporation, if such a limitation exists.

N. Notwithstanding any other provision of this article, a corporation may pay or reimburse expenses incurred by a director in connection with his appearance as a witness or other participation in a proceeding at a time when he is not a named defendant or respondent in the proceeding.

O. An officer of the corporation shall be indemnified as, and to the same extent, provided by Sections H, I, and J of this article for a director and is entitled to seek indemnification under those sections to the same extent as a director. A corporation may indemnify and advance expenses to an officer, employee, or agent of the corporation to the same extent that it may indemnify and advance expenses to directors under this article.

P. A corporation may indemnify and advance expenses to persons who are or were not officers, employees, or agents of the corporation but who are or were serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise to the same extent that it may indemnify and advance expenses to directors under this article.

Q. A corporation may indemnify and advance expenses to an officer, employee, agent, or person identified in Section P of this article and who is not a director such further extent, consistent with law, as may be provided by its articles of incorporation, bylaws, general or specific action of its board of directors, or contract or as permitted or required by common law.

R. A corporation may purchase and maintain insurance or another arrangement on behalf of any person who is or was a director, officer, employee, or agent of the corporation or who is or was serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the corporation would have the power to indemnify him against that liability under this article. If the insurance or other arrangement is with a person or entity that is not regularly engaged in the business of providing insurance coverage, the insurance or arrangement may provide for payment of a liability with respect to which the corporation would not have the power to indemnify the person only if including coverage for the additional liability has been approved by the shareholders of the corporation. Without limiting the power of the corporation to procure or maintain any kind of insurance or other arrangement, a corporation may, for the benefit of persons indemnified by the corporation, (1) create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the corporation; or (4) establish a letter of credit, guaranty, or surety arrangement. The insurance or other arrangement may be procured, maintained, or established within the corporation or with any insurer or other person deemed appropriate by the board of directors regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or part by the corporation. In the absence of fraud, the judgment of the board of directors as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement shall be conclusive and the insurance or arrangement shall not be voidable and shall not subject the directors approving the insurance or arrangement to liability, on any ground, regardless of whether directors participating in the approval are beneficiaries of the insurance or arrangement.

S. Any indemnification of or advance of expenses to a director in accordance with this article shall be reported in writing to the shareholders with or before the notice or waiver of notice of the next shareholders' meeting or with or before the next submission to shareholders of a consent to action without a meeting pursuant to Section A, Article 9.10, of this Act and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

T. For purposes of this article, the corporation is deemed to have requested a director to serve an employee benefit plan whenever the performance by him of his duties to the corporation also imposes duties on or otherwise involves services by him to the plan or participants or beneficiaries of the plan. Excise taxes assessed on a director with respect to an employee benefit plan pursuant to applicable law are deemed fines. Action taken or omitted by him with respect to an employee benefit plan in the performance of his duties for a purpose reasonably believed by

him to be in the interest of the participants and beneficiaries of the plan is deemed to be for a purpose which is not opposed to the best interests of the corporation.

U. The articles of incorporation of a corporation may restrict the circumstances under which the corporation is required or permitted to indemnify a person under Section H, I, J, O, P, or Q of this article.

ITEM 16. EXHIBITS.

EXHIBIT NO. -----	IDENTIFICATION OF EXHIBITS -----	SEQUENTIALLY NUMBERED PAGES -----
5	--- Opinion of Norton, Jacobs, Kuhn & McTopy, L.L.P., as to the legality of the Common Stock	
10.1	--- Exclusive Lease Referral Agreement, dated May 14, 1996, between the Company and Pelton Company, Inc.	
10.2	--- Exclusive Equipment Lease Agreement, effective September 20, 1996, between the Company and SERCEL, S.A.	
10.3	--- Commercial Representation Agreement, effective September 20, 1996, between Mitcham Canada Ltd., an Alberta corporation, and Georex, Inc., acting through its Sercel, Inc. division	
11	--- Subsidiaries of the Company	
24.1	--- Consent of Hein + Associates LLP	
24.2	--- Consent of Norton, Jacobs, Kuhn & McTopy, L.L.P. (included in Exhibit 5)	
25	--- Power of Attorney (included as part of the signature page of the Registration Statement)	

ITEM 17. UNDERTAKINGS.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to the registration statement to include any prospectus required by section 10(a)(3) of the Securities Act of 1933 (the "Securities Act") to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the registrant

has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer, or controlling person of the registrant in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

IN ACCORDANCE WITH THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED, THE REGISTRANT CERTIFIES THAT IT HAS REASONABLE GROUNDS TO BELIEVE THAT IT MEETS ALL OF THE REQUIREMENTS OF FILING ON FORM S-3 AND HAS DULY AUTHORIZED AMENDMENT NO. 1 TO THE REGISTRATION STATEMENT TO BE SIGNED ON ITS BEHALF OF THE UNDERSIGNED, THERETO DULY AUTHORIZED IN THE CITY OF HUNTSVILLE, STATE OF TEXAS, ON OCTOBER 23, 1996.

MITCHAM INDUSTRIES, INC.

By: /s/ BILLY F. MITCHAM, JR.

BILLY F. MITCHAM, JR., CHAIRMAN OF THE
BOARD, PRESIDENT AND CHIEF EXECUTIVE OFFICER
(PRINCIPAL EXECUTIVE OFFICER)

By: /s/ ROBERTO RIOS

ROBERTO RIOS, VICE PRESIDENT-FINANCE
(PRINCIPAL FINANCIAL AND ACCOUNTING OFFICER)

IN ACCORDANCE WITH THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED, THIS AMENDMENT NO. 1 TO THE REGISTRATION STATEMENT HAS BEEN SIGNED BY THE FOLLOWING PERSONS IN THE CAPACITIES INDICATED ON OCTOBER 23, 1996.

SIGNATURE -----	TITLE/CAPACITY -----
/s/ BILLY F. MITCHAM, JR. ----- BILLY F. MITCHAM, JR.	Chairman of the Board, President and Chief Executive Officer
* ----- PAUL C. MITCHAM	Vice President -- Operations and Director
/s/ ROBERTO RIOS ----- ROBERTO RIOS	Vice President -- Finance, Secretary, Treasurer and Director
* ----- WILLIAM J. SHEPPARD	Vice President of International Operations and Director
* ----- RANDAL DEAN LEWIS	Director
* By: /s/ BILLY F. MITCHAM, JR. ----- BILLY F. MITCHAM, JR., ATTORNEY-IN-FACT	

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NORTON, JACOBS, KUHN & MCTOPY, L.L.P.
ATTORNEYS AT LAW
TEXACO HERITAGE PLAZA
1111 BAGBY
SUITE 2450
HOUSTON, TEXAS 77002
TELEPHONE (713) 659-1131
FAX (713) 659-7341

October 23, 1996

Mitcham Industries, Inc.
44000 Highway 75 South
Huntsville, Texas 77342

Gentlemen:

We have acted as legal counsel for Mitcham Industries, Inc. (the "Company"), a corporation organized under the laws of the State of Texas, with respect to the Registration Statement on Form S-3 and all amendments thereto (the "Registration Statement"), filed by the Company in connection with the registration under the Securities Act of 1933, as amended (the "Act") of the following:

- (i) 615,830 shares of Common Stock, \$.01 par value per share (the "Common Stock");
- (ii) 242,953 warrants to acquire shares of Common Stock (the "Warrants").

The Common Stock and Warrants and shares of Common Stock underlying the Warrants described above are collectively referred to herein as the "Registered Securities."

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the following documents and instruments:

1. Articles of Incorporation of the Company, as amended to date;
2. Bylaws of the Company, as amended to date;
3. The Registration Statement, including the Prospectus included therein; and
4. Such other instruments and documents as we have deemed necessary for the purpose of rendering the following opinion.

In such examination, we have assumed the genuineness of all signatures and the conformity to original documents of all documents submitted to us as certified or photostatic copies thereof. As to various questions of fact material to our opinion, we have, when the relevant facts were not independently established and to the extent we have deemed such reliance proper, relied upon certificates of public officials and certificates and/or factual representations of officers of the Company.

Based upon and subject to the foregoing, it is our opinion that the Registered Securities have been duly and validly authorized for issuance and, when issued as described in the Registration Statement, including, in the case of the Common Stock, for consideration at least equal to \$.01 per share, will be validly issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion with the Securities and Exchange Commission as Exhibit 5 to the Registration Statement and further consent to the statements made in the Registration Statement regarding our firm and the use of our name under the heading "Legal Matters" in the Prospectus constituting a part of such Registration Statement.

We are licensed to practice in the State of Texas only and do not express any opinion as to matters governed by the laws of any jurisdiction other than the laws of the State of Texas (without reference to choice-of-law or conflict-of-law provisions, principles or decisions under Texas law, or under any other state, Federal or foreign law); and we have assumed compliance with all other laws, including, without limitation, Federal, foreign and other states' laws.

Very truly yours,

NORTON, JACOBS, KUHN & McTOPY, L.L.P.

/s/ NORTON, JACOBS, KUHN & McTOPY, L.L.P.

EXCLUSIVE LEASE REFERRAL AGREEMENT

This Exclusive Lease Referral Agreement (the "Agreement") is entered into between Mitcham Industries, Inc., a Texas corporation ("Mitcham") and Pelton Company, Inc., an Oklahoma corporation ("Pelton"), which parties agree as follows:

1. INTRODUCTION. Pelton designs, manufactures and markets fully-configured Servo-hydraulic vibrator control systems and the components thereof, including Quality Control systems and global positioning equipment. At the present time, Pelton manufactures seismic exploration equipment and related peripheral equipment as described on SCHEDULE 1 (collectively the "Products"). Mitcham provides full service leasing services to customers in the oil and gas industry, including the leasing of new and used vibrator electronics. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged for all purposes, Mitcham and Pelton agree to the terms set forth herein.

2. EXCLUSIVE AUTHORIZED THIRD PARTY LESSOR. During the term of this Agreement, whenever any third party contacts Pelton and inquires as to the possibility of leasing any of the Products anywhere in the World (the "Territory") then and upon each such inquiry, Pelton shall contact Mitcham (by telephone, fax or letter) and explain in reasonable detail the identity of the third party and the terms, if any, that have been discussed with regard to such Lease (as defined below) and Mitcham shall have the right to contact such third party and negotiate the terms of the proposed Lease. Except as set forth in Section 3 below, during the term of this Agreement, Pelton shall not recommend or suggest any competitor of Mitcham or any other third party as a source from which any of the Products may be leased in the Territory and Mitcham shall not recommend or suggest that third parties lease equipment manufactured by any competitor of Pelton in lieu of any of the Products.

3. EXCEPTIONS: RIGHT TO LEASE IN CERTAIN INSTANCES. Notwithstanding Section 2 above, if and in each instance where (i) the third party is unwilling to enter into a lease with Mitcham, or (ii) Mitcham is unwilling or unable to enter into a lease with the third party, then Pelton shall have the right to Lease the Products in the Territory to such third party. A third party shall be deemed to be unwilling to enter into a Lease with Mitcham if such third party conveys written or verbal information to an employee of Pelton who thereafter concludes in good faith that such third party is indeed unwilling to enter into Lease with Mitcham. Mitcham shall have discretion to accept or reject any third party referred by Pelton for Leasing in its discretion, as a result of (i) possessing an insufficient amount of the Products for Lease to such third party, (ii) perceived credit risk or any other business-related factor, or (iii) inability to reach agreement on the terms of such Lease. Notwithstanding the previous sentence, Mitcham shall use its reasonable good faith efforts to service every third party referred by Pelton for Leasing. Mitcham shall be deemed to have rejected such a third party as a result of inability to agree on the terms of a Lease if Mitcham and the third party are not able to reach an agreement on such terms within 3 working days of such third party's first contact with Mitcham with regard to such proposed Lease. If Pelton Leases to

such third party, then Pelton shall have the right to continue to lease to such third party after the term of the initial Lease between them shall terminate; PROVIDED, HOWEVER, that if (x) the Lease between such a third party and Pelton shall terminate, (y) the Leased Product is returned to Pelton, and (z) such third party shall later make an inquiry concerning Leasing of the Products, Pelton shall again follow the procedure set forth in Section 2 above. Pelton shall have the right to advertise their Pelton Systems and the Products as they deem appropriate.

4. PRICING AND OTHER TERMS. In no event shall either Pelton or Mitcham have any right to require that either of them charge any specific price or follow any pricing guidelines or establish or require any other specific or general term with regard to the Leasing of any of the Products, or the provision of any other good or service by either of them. The terms and conditions of purchases by Mitcham of the Products hereunder shall be governed by Pelton's standard terms and conditions, a copy of which is attached hereto as SCHEDULE 4; PROVIDED, HOWEVER, that in the event of any conflict between the terms of such terms and conditions and the terms hereof, the terms of this Agreement shall prevail. Pelton may update SCHEDULE 4 from time to time after written notice to Mitcham.

5. PROVISION OF CERTAIN GOODS AND SERVICES BY PELTON. Pelton hereby agrees that Mitcham shall have the right to send a reasonable number of its employees and representatives of its customers who Lease the Products from Mitcham to such technical, training, operations and maintenance classes as Pelton provides to Pelton customers who lease or purchase the Products from Pelton, at no tuition charge to Mitcham. Pelton will have no responsibility for travel, lodging, food or incidental expenses of the Mitcham attendees. Pelton hereby agrees to send to Mitcham such quantities of selling information, marketing brochures and literature regarding the Products (other than proprietary information) as Pelton develops and as Mitcham shall reasonably request in connection with its Leasing activities, at no charge to Mitcham.

6. WARRANTY AND SERVICE.

6.1 Pelton warrants all of the Products as per Pelton's standard warranty terms.

6.2 The warranty period shall begin from and after the date of installation of the Products, but only on the condition that such installation is made within 30 days from the date such Product is received by Mitcham.

6.3 Pelton makes no warranties or representations whatsoever with respect to any non-Pelton products, however, any warranty information from the manufacturers of the non-Pelton products shall be passed on the Mitcham.

6.4 The standard Pelton warranty is given expressly and in lieu of all other express or implied warranties, including a warranty of merchantability or fitness and in no

event shall Pelton be liable for consequential damages resulting from the use of any of the Products.

6.5 In no event shall Mitcham have any authority whatsoever, express or implied, to make warranties other than those provided for herein without prior written permission from the Pelton.

7. SCHEDULED MAINTENANCE OF LEASED EQUIPMENT; REPAIRS. Mitcham and Pelton acknowledge that third party lessees of the Products from Mitcham may return such Leased Products directly to Pelton after the termination of such Leases. In such event, Pelton shall perform its standard maintenance check of such Products and inform Mitcham of any necessary repairs. Mitcham shall pay \$200 for each of the Products checked by Pelton, as well as the cost of any repair to such Products by Pelton, and any reasonable and ordinary freight and storage charges incurred by Pelton with regard to such Products.

8. DISCOUNTS ON CERTAIN PURCHASES. Mitcham shall receive the discounts set forth on SCHEDULE 5 attached hereto with regard to the full amount of any Pelton invoice related to any purchases by Mitcham of the Products. No discount shall apply to maintenance work performed by Pelton for Mitcham or any purchases by Mitcham of other than the Products, unless otherwise agreed in writing. Discounts will be calculated on a per Order basis taking into account the aggregate total purchases during each year of the Agreement. The Agreement year begins on the anniversary of the date of this Agreement.

9. RIGHT TO USE NAME. Mitcham shall have the right during the Term of this Agreement to (i) identify itself as the exclusive third party lessor of the Products, and (ii) use all Pelton trademarks and tradenames related to the Products that Mitcham Leases to third parties in advertisements and sales and promotional materials; PROVIDED, HOWEVER, that Mitcham shall obtain the prior written approval of Pelton to any such advertisements and sales and promotional materials. No rights to manufacture are granted by this Agreement. All such Pelton trademarks and tradenames related to the Products are and shall remain the sole and exclusive property of Pelton, and Mitcham shall have no rights therein other than as specifically set forth in this Agreement.

10. RELATIONSHIP OF THE PARTIES. Neither Mitcham nor Pelton shall have (i) any liability for Leases or sales of any of the Products by the other, or (ii) any authority to control, act for or obligate the other in any way, except as set forth herein. This Agreement shall not be construed as creating an agency, partnership or joint venture between Mitcham and Pelton. Neither Mitcham nor Pelton (or any of their employees or representatives) shall be construed as an agent, consultant or employee of the other for any purpose. Mitcham shall not have the authority to bind Pelton in any respect, it being intended that Mitcham shall act as an independent contractor and not as an agent, with the understanding that Pelton shall not be responsible for any obligations and/or liabilities incurred by Mitcham in connection with its business activities.

11. TERM OF AGREEMENT. This Agreement shall be effective beginning May 14, 1996 (the "Effective Date") and will remain in effect through December 31, 1997 (the "Term"). Thereafter, it shall continue to be effective until terminated by either party by giving the other three months prior written notice.

12. NO EFFECT ON RIGHT TO SELL. This Agreement shall not be construed to have any effect on Pelton's rights to sell (as opposed to Lease) its products and services to any party. This Agreement shall not be construed to have any effect on Mitcham's rights to sell any products and services to any party.

13. GENERAL.

(a) The addresses of Mitcham and Pelton for purposes of giving any notice or other communication under this Agreement are as set forth below. Any such notice or communication shall be in writing and signed by an officer of Mitcham or Pelton, as applicable. Any such notice or communication shall be deemed to have been given (i) immediately upon physical delivery to the addressee and (ii) three days after such notice or communication has been deposited in the United States mail, addressed as set forth below, first-class postage prepaid, certified mail, return receipt requested.

Mitcham: Mitcham Industries, Inc.
P.O. Box 1175
Huntsville, Texas 77342
Attn: Billy F. Mitcham, Jr.

Pelton: Pelton Company, Inc.
1500 N. Waverly
Box 1415
Ponca City, Oklahoma 74602
Attn: Kim L. Mitchell, Chmn. & President

Notice may be served in any other manner, including telex, telecopy, telegram, etc., but shall be deemed delivered and effective as of the time of actual delivery.

(b) Mitcham and Pelton represent and warrant to each other that the execution, delivery and performance of this Agreement have been authorized by all necessary corporate action, and that this Agreement is a valid and binding obligation of each of them, respectively. Mitcham and Pelton represent and warrant to each other that, to the best of their knowledge, neither the execution and delivery of nor the performance of this Agreement will conflict with or result in a breach of any (i) law or of any regulation, order, writ, injunction, or decree of any court or government authority of any country or state in which this Agreement is to be performed, or (ii) any agreement to which they are a party.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

(d) This Agreement represents the entire agreement between Mitcham and Pelton with regard to the subject matter hereof, and may not be amended, modified or terminated except by a written document signed by duly authorized officers of Mitcham and Pelton.

(e) This Agreement may not be assigned by either party hereto; PROVIDED, HOWEVER, that Mitcham may assign its rights under this Agreement to any subsidiary or affiliate. This Agreement shall bind and be enforceable against the parties hereto and their respective successors and permitted assigns.

14. COMPLIANCE WITH LAWS. Mitcham and Pelton reaffirm that each shall comply with all applicable laws and regulations of the United States and jurisdictions in which the Products are located.

15. MITCHAM UNDERTAKINGS. Mitcham agrees:

(a) To use all reasonable best efforts to promote the Leasing of the Products.

(b) To use all reasonable best efforts to continue to maintain an organization commensurate with the growth of Leasing of the Products.

(c) To return to Pelton on termination of this Agreement any and all catalogs, samples, price lists, and any other data, information and/or supplies or materials furnished by Pelton which are in the possession of Mitcham or any of its employees, agents, representatives or bailees.

(d) Not to alter, hide nor secrete Pelton's name on any of the Products or on any sales promotion material furnished by Pelton.

16. PURCHASE ORDER ACCEPTANCE AND PAYMENT.

16.1 All sales of the Products are subject to Pelton's standard conditions of sale, however, Pelton reserves the right to, at any time, change, alter or amend these conditions by giving prior written notice to Mitcham.

16.2 Mitcham shall confirm with Pelton all relevant delivery information prior to the submission of a purchase order for any of the Products.

16.3 Pelton shall have the right to reject, in whole or in part, any Purchase Order from Mitcham, to refuse in whole or in part, to consent to any cancellation requested

by Mitcham, and to reject in whole or in part, any and all returns of the Products or to refuse to grant refunds or allowances on such returns, based upon reasonable grounds.

16.4 All sales by Pelton to Mitcham shall be payable in U.S. dollars on an open 30 day account, said account period to be determined from the date of shipment from Pelton.

16.5 Pelton reserves the right to modify, alter or amend any of the payment terms contained herein in order to meet the requirements of a specific transaction, however, any such deviation from the provisions of this Agreement shall not be construed as a permanent modification, alteration or amendment of the payment terms nor shall the same be used to establish a precedent for future transactions.

17. CONFIDENTIAL INFORMATION.

Mitcham acknowledges that, as a result of this Agreement, it will become privy to certain confidential information, regarding Pelton and/or the Products, including without limitation, Pelton's manufacturing, marketing or other business processes, methods, machines, customer lists, and any other information which is of a confidential nature concerning any matter relating to the business of Pelton, all of which is referred to as "confidential information" Mitcham hereby agrees that it will not during the terms of this Agreement, nor for a period of five years after the termination hereof, divulge or deliver to any person, firm, corporation, business organization or other entity, any information, documents, papers, names or other information relating to the confidential information of Pelton except to the extent as required in Mitcham's performance of normal activities under this Agreement. The provisions of this paragraph are mandatory, Mitcham hereby acknowledges that the provisions of the Agreement may be specifically performed and enforced, and Mitcham consents and agrees that it may be restrained, enjoined or otherwise prevented from divulging any such confidential information if at any time Pelton reasonably fears that such event may occur.

18. FORCE MAJEURE. All transactions under this Agreement and all purchase orders accepted hereunder are subject to modification or cancellation in the event of strikes, labor disputes, lock-outs, accidents, fires, delays in manufacturing or in transportation or delivery of materials, floods, severe weather or other acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of the party concerned, whether similar to or different from the causes above enumerated; and including any special, indirect, incidental, or consequential damages arising from Pelton's delay in delivery or failure to deliver as a result of any such cause. In the event of a scarcity of any of the Products for whatever cause, Pelton will make a reasonable effort to allocate its available supply on the basis of past orders or otherwise as it sees fit, regardless of the time of receipt or acceptance of orders or the quantity of orders on hand.

19. SECURITY INTERESTS. Until full payment of the purchase price for the Products, Pelton retains, and Mitcham grants to Pelton, a purchase money security interest in all of the Products sold to Mitcham on account. Mitcham consents to actions by Pelton that are appropriate to perfect Pelton's purchase money security interest.

20. TERMINATION. Upon the occurrence of any one or more of the following events, in addition to any other rights and remedies, Pelton shall have the right to immediately cancel and terminate this Agreement by written notice to Mitcham upon the occurrence of one or more of the following events.

- (a) Failure of Mitcham to perform or comply with any one or more of the terms and conditions of this Agreement for 15 days after having received written notice thereof.
- (b) The discontinuance of Mitcham from functioning as a going business for any reason whatsoever for a period of 10 consecutive business days.
- (c) The insolvency of Mitcham; or if Mitcham is adjudicated bankrupt or insolvent; or the filing of a voluntary bankruptcy or reorganization petition by Mitcham; or the failure of Mitcham to vacate an involuntary bankruptcy or a reorganization petition filed against Mitcham within 15 days of the date of such filing; or if Mitcham's ownership or control changes. Any transfer of this Agreement by merger, consolidation, or liquidation, or any change in the ownership of, or the power to vote, the majority of Mitcham's outstanding voting equity, shall constitute assignment by change in ownership. Notwithstanding any other provision of this paragraph 21(c), no acquisition or disposition of Mitcham capital stock shall be considered a change in ownership or control of Mitcham for purposes hereof so long as (i) Billy F. Mitcham, Jr. ("BM, Jr.") retains ownership of at least 5% of Mitcham's outstanding capital stock on a fully-diluted basis, (ii) BM, Jr. retains voting control of at least 15% of Mitcham's outstanding capital stock on a fully-diluted basis, (iii) no competitor of Pelton owns, directly or indirectly, whether issued or rights to acquire, more than five percent of Mitcham's outstanding capital stock on a fully-diluted basis.
- (d) Default by Mitcham in the payment of any obligations to Pelton, after Mitcham has been advised in writing that payment is due.
- (e) Assignment, or attempts to assign, by Mitcham of the rights under this Agreement.

21. WAIVER. The failure of a party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of, or estoppel against asserting,

the right to require performance in the future. A waiver or estoppel in any one instance shall not constitute a waiver or estoppel with respect to a later breach.

22. SEVERABILITY. If any of the terms and conditions of this Agreement are held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over the subject matter hereof, such contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed by reforming the particular offending provision or provisions held to be invalid so that it or they are valid and enforceable while remaining as faithful as possible to the original intent of the provision or provisions, the rights and obligations of the parties shall be construed and enforced accordingly, and this Agreement shall remain in full force and effect.

23. CONSTRUCTION. The headings in this Agreement are inserted for convenience and identification only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any other provision hereof. Whenever the context requires, the gender of all words used in this Agreement shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

24. COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

25. CUMULATIVE RIGHTS. The rights and remedies provided by this Agreement are cumulative, and the use of any right or remedy by any party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a party may have by law, statute, in equity or otherwise.

26. RELIANCE. All factual recitals, covenants, agreements, representations and warranties made herein shall be deemed to have been relied on by the parties in entering into this Agreement.

27. NO THIRD PARTY BENEFICIARY. Any agreement herein contained, express or implied, shall be only for the benefit of the undersigned parties and their permitted successors and assigns, and such agreements and assumption shall not inure to the benefit of the obligees of any other party, whomsoever, it being the intention of the undersigned that no one shall be deemed to be a third party beneficiary of this Agreement.

28. DRAFTING PARTY. This Agreement expresses the mutual intent of the parties to this Agreement. Accordingly, regardless of the preparing party, the rule of construction against the drafting party shall have no application to this Agreement.

29. TIME IS OF THE ESSENCE. Time is of the essence with respect to all provisions of this Agreement.

30. INCORPORATION OF SCHEDULES. All schedules attached to this Agreement are incorporated into this Agreement as fully as if stated within the body of this Agreement.

31. LITIGATION EXPENSES. If there is any litigation between the parties concerning this Agreement, any of the rights, privileges, or obligations of either party under this Agreement, or the relationship between Pelton and Mitcham, the prevailing party in such litigation will be entitled to recover its attorneys' fees and costs.

Executed May 14, 1996.

PELTON:

PELTON COMPANY, INC.

By: /s/ K.L. Mitchell

K.L. Mitchell, President

(Name Printed) (Title)

MITCHAM:

MITCHAM INDUSTRIES, INC.

By: /s/ Billy F. Mitcham

Billy F. Mitcham, Jr., President

SCHEDULE 1

Date: 05/14/96
 Ref.No. 3857

Page 1 of 4

PELTON COMPANY, INC. PRICE LIST

Item	Qty.	Stock Number	Description	Unit Price	Extended Price

			* VERSION 5.1 EQUIPMENT *		
1	1	FSVCE-5.1	ADVII VIB CONTROL ELEC. SYS.-5.1	35515.00	35515.00
			Consisting of:		
			(1) ADVII ESG/VIB MANUAL-5.1 - \$75.00 each		
			(2) ADVII ACCELEROMETER ASSEMBLY-5 - \$1,365.00 each		
			(1) VIB LIFT ASSEMBLY (TYPICAL) - \$900.00 each		
			(1) ADVII VIB. CONT. ELEC. UNIT-5.1 - \$29,725.00 each		
			(1) VCE CONNECTOR PANEL ASSEMBLY-5.1 - \$725.00 each		
			(1) ADV 2 RADIO CABLE - \$100.00 each		
			(9) EXTERNAL CABLE (VERIFY LENGTH) - \$120.00 each		
			(1) ADVII RADIO INTERCONNECT W/CABLE - \$180.00 each		
2	1	YR3RDPRTY	THIRD PARTY ROYALTY FEES	665.00	665.00
3	1	FFBOX	FUSE BOX COMPLETE	54.00	54.00
4	1	FGRADIO	VHF FM RADIO WITH HARDWARE	800.00	800.00
5	1	FSESG-5.1	ADVII ESG SYSTEM-5.1	22583.00	22583.00
			Consisting of:		
			(1) ADVII ESG/VIB MANUAL-5.1 - \$75.00 each		
			(1) ADVII ESG UNIT-5.1 - \$21,778.00 each		
			(1) ADVII ESG-REC SYSTEM CABLE-5 - \$550.00 each		
			(1) ADVII RADIO INTERCONNECT W/CABLE - \$180.00 each		
6	1	FSESGCCS	ESG COMPUTER COMMUNICATION SYS.	5936.00	5936.00
			Consisting of:		
			(2) COMPUTER COMM. SYSTEM MANUAL - \$70.00 each		
			(1) CIS DISK SET - \$50.00 each		
			(1) COMPUTER COMMUNICATION MODULE - \$5,652.00 each		
			(1) 9 PIN TYPE D TO E.S.G. CABLE - \$94.00 each		
7	1	YURTI	ADVII RECORDING TRK I/F UPGRADE	2530.00	2530.00
			* VERSION 5.1 SPARES *		
8	1	FGCS-5.1	ADVII COMPONENT SPARES 5.1	4390.00	4390.00
9	1	FOEIC-4	ENCODE INTERFACE MODULE V4	2445.00	2445.00
			* MINI-CONTROLLER PLUS EQUIPMENT *		
10	1	FSMCP	MINI CONTROLLER PLUS SYSTEM	31528.00	31528.00
			Consisting of:		
			(1) MINI CONTROLLER PLUS/ESG MANUAL - \$75.00 each		
			(2) ADVII ACCELEROMETER ASSEMBLY-5 - \$1,365.00 each		
			(1) VIB LIFT ASSEMBLY (TYPICAL) - \$900.00 each		
			(1) MINI CONTROLLER PLUS UNIT - \$25,738.00 each		
			(1) VCE CONNECTOR PANEL ASSEMBLY-5.1 - \$725.00 each		
			(1) ADV 2 RADIO CABLE - \$100.00 each		
			(9) EXTERNAL CABLE (VERIFY LENGTH) - \$120.00 each		
			(1) ADVII RADIO INTERCONNECT W/CABLE - \$180.00 each		
11	1	FFBOX	FUSE BOX COMPLETE	54.00	54.00
12	1	FGRADIO	VHF FM RADIO WITH HARDWARE	800.00	800.00

SCHEDULE 1

Ref.No. 3857

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Item	Qty.	Stock Number	Description	Unit Price	Extended Price
13	1	FSESG-6	ADVII ESG SYSTEM-6	25851.00	25851.00
			Consisting of:		
			(1) ADVII ESG/VIB MANUAL-6 - \$75.00 each		
			(1) ADVII ESG UNIT-6 - \$19,110.00 each		
			(1) ESG COMPUTER COMMUNICATION SYS. - \$5,936.00 each		
			(1) ADVII ESG-REC SYSTEM CABLE-5 - \$550.00 each		
			(1) ADVII RADIO INTERCONNECT W/CABLE - \$180.00 each		
			* MINI-CONTROLLER PLUS SPARES *		
14	1	FGMPCPS	MINI PLUS COMPONENT SPARES	4811.00	4811.00
15	1	FOEIC-4	ENCODE INTERFACE MODULE V4	2445.00	2445.00
16	1	FCCPC-5	CONTROL PANEL CARD VERSION 5	825.00	825.00
17	1	FCPSC-5	POWER SUPPLY CARD-5	829.00	829.00
18	1	FOFC-6	FILTER MODULE-6	1097.00	1097.00
			* VERSION 6 EQUIPMENT *		
19	1	FSVCE-6	ADVII VIB CONTROL ELEC. SYSTEM-6	35579.00	35579.00
			Consisting of:		
			(1) ADVII ESG/VIB MANUAL-6 - \$75.00 each		
			(2) ADVII ACCELEROMETER ASSEMBLY-5 - \$1,365.00 each		
			(1) VIB LIFT ASSEMBLY (TYPICAL) - \$900.00 each		
			(1) ADVII VIB. CONT. ELEC. UNIT-6 - \$29,789.00 each		
			(1) VCE CONNECTOR PANEL ASSEMBLY-5.1 - \$725.00 each		
			(1) ADV 2 RADIO CABLE - \$100.00 each		
			(9) EXTERNAL CABLE (VERIFY LENGTH) - \$120.00 each		
			(1) ADVII RADIO INTERCONNECT W/CABLE - \$180.00 each		
20	1	FFBOX	FUSE BOX COMPLETE	54.00	54.00
21	1	FGRADIO	VHF FM RADIO WITH HARDWARE	800.00	800.00
22	1	FSESG-6	ADVII ESG SYSTEM-6	25851.00	25851.00
			Consisting of:		
			(1) ADVII ESG/VIB MANUAL-6 - \$75.00 each		
			(1) ADVII ESG UNIT-6 - \$19,110.00 each		
			(1) ESG COMPUTER COMMUNICATION SYS. - \$5,936.00 each		
			(1) ADVII ESG-REC SYSTEM CABLE-5 - \$550.00 each		
			(1) ADVII RADIO INTERCONNECT W/CABLE - \$180.00 each		
23	1	FSRTI	ADVII RECORDING TRUCK I/F SYSTEM	2471.00	2471.00
			* VERSION 6 SPARES *		
24	1	FGCS-6	ADVII COMPONENT SPARES-6	4743.00	4743.00
25	1	FOEIC-4	ENCODE INTERFACE MODULE V4	2445.00	2445.00
			* TEST EQUIPMENT *		
26	1	FSA2TEST	ADV.II VIB. ELEC. T.P. SYSTEM	379.00	379.00
27	1	FSVS2-5	VS2 ADVII SYSTEM-5	5523.00	5523.00

SCHEDULE 1

Ref.No. 3857

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Item	Qty.	Stock Number	Description	Unit Price	Extended Price
28	1	FSVCAC	COLOR VIB COMPUTER ANALYSIS SYS	22536.00	22536.00
			Consisting of:		
			(2) COMPUTER COMM. SYSTEM MANUAL - \$70.00 each		
			(1) COLOR 486DX NOTEBOOK COMPUTER - \$5,438.00 each		
			(1) NOTEBOOK ANALOG INTERFACE UNIT - \$677.00 each		
			(1) CIS DISK SET - \$50.00 each		
			(1) COMPACT VCA CASE - \$200.00 each		
			(3) FORCE METER ACC W/MAGNET & CABLE - \$800.00 each		
			(1) NOTEBOOK VIBRA*SIG OPTION - \$4,624.00 each		
			(1) NOTEBOOK VCA UNIT - \$6,404.00 each		
			(1) PRINTER AND ACCESSORIES - \$1,132.00 each		
			(1) NOTEBOOK VCA CABLE SET - \$1,471.00 each		
			* DISTRIBUTED SIMILARITY SYSTEM *		
29	1	FSDS	DISTRIBUTED SIMILARITY SYSTEM	961.00	961.00
			(1 REQUIRED PER VIBRATOR)		
30	1	WAIIML-V	ADVII MEMORY LOAD CABLE-VCE	165.00	165.00
			(1 REQUIRED PER VIBRATOR)		
31	1	WAIIML-E	ADVII MEMORY LOAD CABLE-ESG	155.00	165.00
			(1 REQUIRED PER CREW)		
			* PELTON GPS EQUIPMENT *		
			THE GPS SYSTEM ON THIS PRICE LIST IS ACCURATE WITHIN		
			5 TO 10 METERS. A SUB-METER ACCURACY SYSTEM CAN		
			BE ASSEMBLED BY MAKING THE SUBSTITUTIONS LISTED		
			AS OPTIONS DIRECTLY BENEATH THE GPS REFERENCE		
			STATION SYSTEM AND THE VIBRATOR GPS SYSTEM.		
32	1	FSSEGGPS	ESG GPS SYSTEM	8217.00	8217.00
			(ONE REQUIRED PER CREW) Consisting of:		
			(1) GPS DOCUMENTATION - \$35.00 each		
			(1) GPS COMPUTER - \$5,438.00 each		
			(1) GPS SOFTWARE PACKAGE - \$2,450.00 each		
			(1) DUAL 9D CABLE - \$294.00 each		
33	1	FSREFGPS	GPS REFERENCE STATION SYSTEM	7192.00	7192.00
			(ONE REQUIRED PER CREW) Consisting of:		
			(1) REFERENCE STATION GPS - \$4,194.00 each		
			(1) GPS VIB/REF PLATE ASSEMBLY - \$333.00 each		
			(1) PELTON RADIO MODEM - \$1,454.00 each		
			(1) VHF FM RADIO WITH HARDWARE - \$800.00 each		
			(1) GPS REFERENCE STATION CABLE SET - \$99.00 each		
			(1) GPS SYSTEM INTEGRATION - \$312.00 each		
			* SUB-METER REFERENCE STATION OPTION *		
			Substitute one of the following reference		
			stations for the Reference Station GPS		
			listed in the system above:		
			(1) PELTON SUB-METER GPS REFERENCE STATION - \$9,750.00 each		
			(1) TRIMBLE 4000RS REFERENCE SURVEYOR - \$22,290.00 each		

SCHEDULE 1

Ref.No. 3857

Page 4 of 4

Item	Qty.	Stock Number	Description	Unit Price	Extended Price
34	2	FSVIBGPS	VIBRATOR GPS SYSTEM (ONE REQUIRED PER VIBRATOR REPORTING IT'S POSITION) Consisting of: (2) SVEESIX GPS RECEIVER - \$1,384.00 each (2) GPS VIB/REF PLATE ASSEMBLY - \$333.00 each (2) PELTON RADIO MODEM - \$1,454.00 each (2) VHF FM RADIO WITH HARDWARE - \$800.00 each (2) GPS VIBRATOR INTERFACE MODULE - \$2,618.00 each (2) VIBRATOR GPS CABLE SET - \$296.00 each (2) GPS SYSTEM INTEGRATION - \$312.00 each * SUB-METER ACCURACY RECEIVER OPTION * Substitute one of the following receivers for the Sveesix GPS Receiver listed in the system above: (2) PELTON SUBMETER GPS RECEIVER - \$7,385.00 each (2) TRIMBLE 4000DS DIFFERENTIAL SURVEYOR - \$17,945.00 each	7197.00	14394.00
35	1	WGPSTCS	GPS TEST CABLE SET * GPS SUPPORT VEHICLE SYSTEM *	229.00	229.00
36	1	FSREMGPS	REMOTE GPS MONITORING SYSTEM (ONE REQUIRED PER CREW) Consisting of: (1) GPS DOCUMENTATION - \$35.00 each (1) GPS SOFTWARE PACKAGE - \$2,450.00 each (1) SUPPORT VEHICLE GPS MODULE - \$1,539.00 each (1) REMOTE GPS MONITORING CABLE SET - \$183.00 each	4207.00	4207.00
37	1	FSSVGPS	SUPPORT VEHICLE GPS SYSTEM (ONE REQUIRED PER SUPPORT VEHICLE TO BE TRACKED) Consisting of: (1) SVEESIX GPS RECEIVER - \$1,384.00 each (1) SUPPORT VEHICLE GPS MODULE - \$1,539.00 each (1) SUPPORT VEHICLE GPS MNTNG ASSLY - \$234.00 each (1) RADIO CABLE - \$71.00 each (1) SUPPORT VEHICLE GPS-SV6 CABLE - \$90.00 each	3318.00	3318.00

SCHEDULE 4

PELTON COMPANY
WARRANTY POLICY STATEMENT

1. During the first one (1) year after delivery of the Equipment to Buyer, should any part of the Equipment fail to properly operate due to faulty workmanship or materials, the defective unit or part will be replaced or repaired at no cost to Buyer, other than as described in paragraph 2 below. The determination of faulty workmanship or materials shall be at the sole discretion of Seller.
2. Buyer shall bear all responsibility and cost of transportation of the Equipment, or any faulty unit or part thereof, to and from Seller's plant at Ponca City, Oklahoma for all warranty repairs or replacements.
3. Failure of the Equipment or a portion thereof to perform to the satisfaction of Buyer, or as warranted herein, shall not be sufficient cause for the termination of the Contract by Buyer.
4. Should Seller determine that any failure of the Equipment or any portion thereof to properly perform is due to or caused by any modifications to the Equipment made by Buyer or others, or from external circumstances not related to faulty workmanship or materials, or shall have occurred during a period of time subsequent to the term of this Limited Warranty, such failure shall not be warranted hereunder and all repairs or replacements performed will be charged at Seller's Current Repair Rate Schedule.
5. Software updates, if any, will be supplied to Buyer at no charge during the warranty period.

SCHEDULE 5

DISCOUNT SCHEDULE
PELTON CO., INC. PRODUCTS

Discount Percentage

\$0 to \$.5M	10%
More than \$.5M to \$.75M	11%
More than \$.75M to \$1.0M	12%
More than \$1.0M to \$1.25M	13%
More than \$1.23M to \$1.5M	14%
More than \$1.5M to \$1.75M	15%

CORPORATE ACCESS NUMBER
20710182

ALBERTA
GOVERNMENT OF ALBERTA

BUSINESS CORPORATIONS ACT

CERTIFICATE
OF
INCORPORATION

MITCHAM CANADA LTD.

WAS INCORPORATED IN ALBERTA ON SEPTEMBER 20, 1996

[SEAL]

(Illegible)

Registrar of Corporations

Form 1
ARTICLES OF INCORPORATION
(Section 6)

1. Name of Corporation

MITCHAM CANADA LTD.

2. The classes and any maximum number of shares that the corporation is authorized to issue.

UNLIMITED NUMBER OF COMMON SHARES

3. Restrictions, if any, on share transfers.

Subject to the provisions of the Business Corporations Act, Statutes of Alberta, 1981, Chapter B-15, as amended from time to time, (the "Act") no share of the Corporation shall be transferred by any shareholder (which, for the purposes of these Articles, includes any executor or administrator of a deceased shareholder or the liquidator of a shareholder which is a corporation) without the prior consent of the Directors of the Corporation expressed by resolution.

4. Number (or minimum and maximum number) of directors.

Minimum of One (1), maximum of Ten (10)

5. Restrictions, if any, on business the corporation may carry on.

No Restrictions

6. Other provisions, if any.

THE ATTACHED SCHEDULE "A" IS INCORPORATED INTO AND FORMS PART HEREOF.

7. Incorporators

Date: September 18, 1996

Names	Addresses	Signature
William J. Sheppard	7 Cedar Ridge Place S.W. Calgary, Alberta, T2W 1X7	WILLIAM J. SHEPPARD

SCHEDULE "A"
ARTICLES OF INCORPORATION
OF
MITCHAM CANADA LTD.

ITEM 6. OTHER PROVISIONS

1. The number of shareholders for the time being of the Corporation (exclusive of persons who are in the employment of the Corporation or that of an affiliate, and persons who, having been formerly in the employment of the Corporation or that of an affiliate, were, while in that employment, shareholders of the Corporation and have continued to be shareholders of the Corporation after termination of that employment) shall not exceed 50, but where 2 or more persons hold 1 or more shares of the Corporation jointly, they shall, for the purpose of this Section, be treated as a single shareholder.
2. Any invitation to the public to subscribe for securities of the Corporation is prohibited.

Form 6
NOTICE OF DIRECTORS
OR NOTICE OF CHANGE OF DIRECTORS

1. Name of Corporation.

MITCHAM CANADA LTD.

2. Corporation No.

20710182

3. On the ____ day of _____, 1996 the following person(s) became
director(s) of the corporation:

Name	Mailing Address	Resident, Canadian
----	-----	-----

4. On the ____ day of _____, 1996 the following person(s) ceased to be
director(s) of this corporation:

Name	Residential Address
----	-----

5. As of this date, the director(s) of the corporation is (are):

Name	Mailing Address	Resident Canadian
----	-----	-----
William J. Sheppard	7 Cedar Ridge Place S.W. Cardston, Alberta, T2W 1X7	Yes

6. Are at least half of the Members of the Board of Directors Resident
Canadians? YES

7. Date Signature Title

September 18, 1996	ARMAND J. MOSS	Solicitor/Agent
	----- ARMAND J. MOSS	

FOR DEPARTMENTAL USE ONLY

FILED

EXCLUSIVE EQUIPMENT LEASE AGREEMENT

This Exclusive Equipment Lease Agreement (the "Agreement") is entered into on this 20th day of September, 1996 (the "Effective Date") between Mitcham Industries, Inc., a Texas corporation ("Mitcham"), and SERCEL, S.A., a corporation organized under the laws of France ("SERCEL"), which parties agree as follows:

1. INTRODUCTION. SERCEL and certain of its affiliates design, manufacture and market fully-configured seismic data acquisition systems (the "SERCEL Systems"), the components thereof and equipment related thereto, including station units that are sometimes called "channel boxes." At the present time, SERCEL and certain of its affiliates manufacture equipment as described on SCHEDULE 1 (collectively the "Products"). Mitcham provides full service leasing services to customers in the oil and gas industry, including the leasing of new and used channel boxes to customers who have SERCEL Systems. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged for all purposes, Mitcham and SERCEL agree to the terms set forth herein.

2. EXCLUSIVE AUTHORIZED THIRD PARTY LESSOR. Mitcham hereby represents to SERCEL that Mitcham has the necessary skills, experience, personnel, facilities and equipment to effectively perform its responsibilities as the exclusive leasing representative for SERCEL as described in this Agreement. In reliance upon that representation, SERCEL hereby appoints Mitcham as the exclusive representative for SERCEL to lease the Products throughout the world (the "Territory"). Notwithstanding the foregoing, Mitcham's appointment pursuant hereto shall not include financing leases or other leases of duration of greater than one year. During the term of this Agreement, Mitcham will actively promote and solicit the leasing of the Products. During the term of this Agreement, in the event that a third party makes inquiry of SERCEL as to the possibility of leasing any of the Products anywhere in the Territory, then and upon each such inquiry, SERCEL shall contact Mitcham (by telephone, fax or letter) and explain in reasonable detail the identity of the third party and the terms, if any, that have been discussed with regard to such Lease (as defined below) and Mitcham shall promptly contact such third party and attempt to negotiate the terms of the proposed Lease. Except as set forth in Section 5 below, during the term of this Agreement, SERCEL shall not recommend or suggest any competitor of Mitcham or any other third party as a source from which any of the Products may be leased in the Territory. Notwithstanding any provisions to the contrary contained herein, SERCEL shall not be obligated to refer its affiliates to Mitcham, and SERCEL shall be permitted to directly lease to its affiliates.

3. PURCHASE OF PRODUCTS FROM SERCEL. Subject to the other provisions of this Agreement, Mitcham agrees that it will purchase from SERCEL, and SERCEL agrees that it will sell to Mitcham, the Products necessary to meet Mitcham's obligations under each Lease as provided herein. The terms and conditions of purchases by Mitcham of the Products hereunder shall be governed by SERCEL's standard terms and conditions, a copy of which is attached hereto as SCHEDULE 3(a); PROVIDED, HOWEVER, that in the event of any conflict between the terms

of such terms and conditions and the terms hereof, the terms of this Agreement shall prevail. SERCEL may update SCHEDULE 3(a) from time to time after written notice to Mitcham. SERCEL shall sell to Mitcham such of the Products as Mitcham shall order (an "Order") valued after giving effect to the discount(s) set forth on SCHEDULE 3(b). Mitcham shall receive the discounts set forth on SCHEDULE 3(b) attached hereto with regard to the Products ordered by Mitcham in each Order. The actual amount of the Minimum Purchase Requirement (as defined below) and each Order for the Products by Mitcham after the Effective Date of this Agreement shall satisfy a portion of the Aggregate Purchase Requirement.

4. LEASED SERCEL BOXES. It is the intent of this Agreement that, with regard to any channel boxes (the "Leased SERCEL Boxes") that are owned by SERCEL as of the date of this Agreement and subject to a Lease to a third party, Mitcham shall acquire the Leased SERCEL Boxes. For purposes hereof, a description of the Leased SERCEL Boxes to be acquired by Mitcham is set forth on SCHEDULE 4. Within 10 days of the Effective Date Mitcham shall acquire the Leased SERCEL Boxes for \$800,000 and such acquisition shall satisfy a portion of the Minimum Purchase Requirement (as defined below). "Lease" or "Leasing" means an operating lease of the Products in the Territory during the Term, as defined herein.

5. EXCEPTIONS TO LEASE IN CERTAIN INSTANCES. Mitcham shall have discretion to accept or reject any third party referred by SERCEL for Leasing, as a result of (i) possessing an insufficient amount of the Products for Lease to such third party (provided, however, the continued failure of Mitcham to maintain a sufficient amount of Products to satisfy demand could be evidence that Mitcham is not actively promoting the leasing of Products, as required hereunder unless such continued failure is caused by the failure of SERCEL to deliver Products to Mitcham), (ii) reasonably apparent credit risk or any other reasonable business-related factor, or (iii) inability to reach agreement on the terms of such Lease. Notwithstanding the previous sentence, Mitcham shall use its reasonable good faith efforts to service every third party referred by SERCEL for Leasing. Mitcham shall be deemed to have rejected such a third party as a result of inability to agree on the terms of a Lease if Mitcham and the third party are not able to reach an agreement on such terms within five business days of such third party's first contact with Mitcham with regard to such proposed Lease. If SERCEL Leases to such third party, then SERCEL shall have the right to continue to lease to such third party after the term of the initial Lease between them shall terminate; PROVIDED, HOWEVER, that if (x) the Lease between such a third party and SERCEL shall terminate, (y) the Leased Product is returned to SERCEL, and (z) such third party shall later make an inquiry concerning Leasing of the Products, SERCEL shall again follow the procedure set forth in Section 2 above.

6. PRICING. In no event shall either SERCEL or Mitcham have any right to require that either of them charge any specific price or follow any pricing guidelines or establish or require any other specific or general term with regard to the Leasing of any of the Products, or the provision of any other good or service by either of them. Notwithstanding the foregoing, Mitcham shall use its reasonable best efforts to have a reasonable quantity of the Products available for lease at prices which Mitcham believes reflects the supply of and demand for the Products.

7. PURCHASE REQUIREMENTS. Subject to the terms hereof, in the event that Mitcham does not purchase Products from SERCEL under this Agreement in an amount that satisfies both the Aggregate Purchase Requirement and the Minimum Purchase Requirement, at SERCEL's option this Agreement may be terminated. For purposes hereof, the term "Aggregate Purchase Requirement" shall mean Products purchased by Mitcham from SERCEL during the period from the Effective Date through December 31, 1999 with such Products having an aggregate purchase price of \$10,200,000. For purposes hereof, the term "Minimum Purchase Requirement" shall mean Products purchased by Mitcham from SERCEL for six consecutive periods with a commitment to purchase \$1,700,000 in Products each period. The first period in which Mitcham shall be required to satisfy the Minimum Purchase Requirement shall be from the Effective Date through June 30, 1997. Subsequent periods shall be spaced at intervals of six months each and shall end on December 31, 1997; June 30, 1998; December 31, 1998; June 30, 1999; and December 31, 1999. All amounts described above shall be exclusive of charges appearing on the invoice for packing, transportation, insurance, duties, taxes and any other charges which do not include a component of profit for SERCEL. Notwithstanding anything herein to the contrary, in the event that a Minimum Purchase Requirement is not satisfied by Mitcham in any period ending before June 30, 1998, this Agreement shall not be terminated by SERCEL on account of such failure to satisfy unless the amount of such shortfall, plus the Minimum Purchase Requirement for the subsequent period, is not purchased by Mitcham in the subsequent period. For example, if \$800,000 in Products is acquired during the period ending on December 31, 1997, in order for SERCEL not to have the option to terminate this Agreement, Mitcham shall have to acquire \$2,600,000 (\$900,000 + \$1,700,000) in Products during the period ending June 30, 1998. For purposes hereof, Products purchased by Mitcham shall include Products ordered by Mitcham regardless of when such Products are delivered so long as such Products are ordered before 90 days of the end of a period and paid for in accordance with the terms and conditions set forth in SCHEDULE 3(a).

8. PROVISION OF CERTAIN GOODS AND SERVICES BY SERCEL. SERCEL hereby agrees that Mitcham shall have the right to send a reasonable number of its employees and representatives of its customers who Lease the Products from Mitcham to such technical, training, operations and maintenance classes as SERCEL provides to SERCEL customers who lease or purchase the Products from SERCEL, at no tuition charge to Mitcham. SERCEL will have no responsibility for travel, lodging, food or incidental expenses of the Mitcham attendees. SERCEL hereby agrees to send to Mitcham such quantities of all manuals and selling information, marketing brochures and literature regarding the Products (other than proprietary information) as SERCEL develops and as Mitcham shall reasonably request in connection with its Leasing activities, at no charge to Mitcham. In addition, Mitcham shall have the right to acquire up to five sets of station unit testing and repair equipment ("TMS") at SERCEL's cost, which cost is \$22,500 per TMS.

9. WARRANTY AND SERVICE.

9.1 SERCEL warrants to Mitcham all of the new Products sold by SERCEL to Mitcham as per SERCEL's standard warranty terms.

9.2 The warranty period shall begin from and after the date of installation of the Products, but only on the condition that such installation is made within 30 days from the date such Product is received by Mitcham.

9.3 SERCEL makes no warranties or representations whatsoever with respect to any non-SERCEL products, however, any warranty information from the manufacturers of the non-SERCEL products shall be passed on to Mitcham.

9.4 The standard SERCEL warranty is given expressly and in lieu of all other express or implied warranties, including a warranty of merchantability or fitness and in no event shall SERCEL be liable for consequential damages resulting from the use of any of the Products.

9.5 In no event shall Mitcham have any authority whatsoever, express or implied, to make warranties other than those provided for herein without prior written permission from the SERCEL.

10. SCHEDULED MAINTENANCE OF LEASED EQUIPMENT; REPAIRS. Mitcham and SERCEL acknowledge that third party lessees of the Products from Mitcham may return such Leased Products directly to SERCEL after the termination of such Leases. In such event, SERCEL shall perform its standard maintenance check of such Products and inform Mitcham of any necessary repairs. Mitcham shall pay the greater of (i) \$35 for each of the Products checked by SERCEL; or (ii) \$250 for such maintenance check (regardless of the number of Products checked), as well as the cost of any repair to such Products by SERCEL, and any reasonable and ordinary freight and storage charges incurred by SERCEL with regard to such Products. Mitcham shall be entitled to receive the same discount on the repair of Products (but not the maintenance checks) that it receives on the purchase of Products. Following such maintenance check and any needed repairs, SERCEL shall ship such Products to Mitcham at Mitcham's expense to a location designated by Mitcham.

11. RIGHT TO USE NAME. Mitcham shall have the right during the Term of this Agreement to (i) identify itself as the exclusive third party lessor of the Products, and (ii) use all SERCEL trademarks and tradenames related to the Products that Mitcham Leases to third parties in advertisements and sales and promotional materials; PROVIDED, HOWEVER, that Mitcham shall obtain the prior written approval of SERCEL to any such advertisements and sales and promotional materials. No rights to manufacture are granted by this Agreement. All such SERCEL trademarks and tradenames related to the Products are and shall remain the sole and exclusive property of SERCEL, and Mitcham shall have no rights therein other than as specifically set forth in this Agreement.

12. RELATIONSHIP OF THE PARTIES. Neither Mitcham nor SERCEL shall have (i) any liability for Leases or sales of any of the Products by the other, or (ii) any authority to control, act for or obligate the other in any way, except as set forth herein. This Agreement shall not be construed as creating an agency, partnership or joint venture between Mitcham and SERCEL. Neither Mitcham nor SERCEL (or any of their employees or representatives) shall be construed

as an agent, consultant or employee of the other for any purpose. Mitcham shall not have the authority to bind SERCEL in any respect, it being intended that Mitcham shall act as an independent contractor and not as an agent, with the understanding that SERCEL shall not be responsible for any obligations and/or liabilities incurred by Mitcham in connection with its business activities.

13. TERM OF AGREEMENT. Unless sooner terminated in accordance with the provisions hereof, this Agreement shall be effective from the Effective Date through December 31, 1999 (the "Term").

14. NO EFFECT ON RIGHT TO SELL. This Agreement shall not be construed to have any effect on SERCEL's rights to sell (as opposed to Lease) its products and services to any party. This Agreement shall not be construed to have any effect on Mitcham's rights to sell any products and services to any party.

15. INDEMNITY. SERCEL and Mitcham hereby agree to the following indemnification obligations:

(a) Mitcham shall indemnify and hold harmless SERCEL, its directors, officers, employees and affiliates (hereinafter the "SERCEL Indemnitees") against any and all liability, loss, damages, fines, penalties, costs and expenses (including, without limitation, court costs and reasonable attorneys fees) incurred by any of the SERCEL Indemnitees as a result of any breach or violation by Mitcham or others acting on its behalf of any obligation, covenant, representation or warranty of Mitcham set forth in this Agreement.

(b) SERCEL shall indemnify and hold harmless Mitcham, its directors, officers, employees and affiliates (hereinafter the "Mitcham Indemnitees") against any and all liability, loss, damages, fines, penalties, costs and expenses (including, without limitation, court costs and reasonable attorneys fees) incurred by any of the Mitcham Indemnitees (i) as a result of any breach or violation by SERCEL or others acting on its behalf of any obligation, covenant, representation or warranty of SERCEL set forth in this Agreement, (ii) for infringement or claim of infringement of any claimed patent rights relating to the Products, or (iii) that arise out of or are based upon losses, claims, damages or liabilities resulting from the design, manufacture, and/or operation of any Products, from the failure of any such Products to satisfy any warranties (whether expressed or implied, if any), or from any defect in the Products.

c. Either party seeking indemnification hereunder shall notify the other party in writing of any legal action commenced against the SERCEL Indemnitees or the Mitcham Indemnitees, as the case may be, as soon as practicable. The indemnity obligations of Mitcham and SERCEL shall survive the expiration or termination of this Agreement.

16. GENERAL.

(a) The addresses of Mitcham and SERCEL for purposes of giving any notice or other communication under this Agreement are as set forth below. Any such notice or communication shall be in writing and signed by an officer or authorized representative of Mitcham or SERCEL, as applicable. Any such notice or communication shall be deemed to have been given (i) immediately upon physical delivery to the addressee. and (ii) three days after such notice or communication has been deposited in the United States mail, addressed as set forth below, first-class postage prepaid, certified mail, return receipt requested.

Mitcham: Mitcham Industries, Inc.
P.O. Box 1175
Huntsville, Texas 77342
Attn: Billy F. Mitcham, Jr.

SERCEL: SERCEL Incorporated
17155 Park Row
Box 218909
Houston, Texas 77218
Attn: Robert J. Albers

Notice may be served in any other manner, including telex, telecopy, telegram, etc., but shall be deemed delivered and effective as of the time of actual delivery.

(b) Mitcham and SERCEL represent and warrant to each other that the execution, delivery and performance of this Agreement have been authorized by all necessary corporate action, and that this Agreement is a valid and binding obligation of each of them, respectively. Mitcham and SERCEL represent and warrant to each other that, to the best of their knowledge, neither the execution and delivery of nor the performance of this Agreement will conflict with or result in a breach of any (i) law or of any regulation, order, writ, injunction, or decree of any court or government authority of any country or state in which this Agreement is to be performed, or (ii) any agreement to which they are a party.

(c) This Agreement represents the entire agreement between Mitcham and SERCEL with regard to the subject matter hereof, and may not be amended, modified or terminated except by a written document signed by duly authorized officers of Mitcham and SERCEL.

(d) This Agreement may not be assigned by either party hereto; except with SERCEL consent which shall not be reasonably withheld that Mitcham may assign its rights under this Agreement to any subsidiary or affiliate and SERCEL may assign this Agreement to any entity that acquires its manufacturing operations (a "Sale"). However, in the event of a Sale, Mitcham shall have the option upon 90 days written notice to terminate this Agreement. In addition, in the event Billy F. Mitcham, Jr. is no longer employed by Mitcham in a senior management capacity, SERCEL shall have the option upon 90 days written notice to terminate this Agreement. This Agreement shall bind and be enforceable

against the parties hereto and their respective successors and permitted assigns. Notwithstanding such assignment, Mitcham shall continue to be liable for all obligations of Mitcham set forth in this Agreement.

17. COMPLIANCE WITH LAWS. In all of its activities pursuant to this Agreement, Mitcham and SERCEL shall comply with all laws, decrees, statutes, rules, regulations, codes and ordinances of any jurisdiction which may be applicable to such activities, including, without limitation, laws imposing registration and disclosure requirements on Mitcham; provided, however, insignificant violations of any of the foregoing that have no more than a de minimis effect on Mitcham or SERCEL shall not be a violation of this Agreement. In leasing the Products hereunder, Mitcham shall act at all times in a manner demonstrating a high level of integrity and ethical standards. Without limiting the scope of its general obligations set forth above in this section, Mitcham hereby represents and warrants to SERCEL in connection with its activities performed with regard to the Products in the past (if any), and hereby covenants and agrees with SERCEL in connection with its activities to be performed in connection with the Products in the future, that Mitcham and any person or firm acting in association with or on behalf of Mitcham:

- has not offered, paid, given, promised to pay or give, or authorized the payment or gift of, and
- will not offer, pay, promise to pay or give, or authorize the payment or gift of,

any money or thing of value to:

- any "Foreign Official" as defined in the United States Foreign Corrupt Practices Act (Pub. L. No. 95-213, 94 Stat. 1494), together with all amendments to that Act which are effective during the term hereof (the "FCPA");
- any political party or party official, or any candidate for political office; or
- any other person

for the purpose of:

- influencing any act or decision of such Foreign Official, political party, party official, or candidate in his or its official capacity;
- inducing such Foreign Official, political party, party official or candidate to do or omit to do an act in violation of his or its official duty; or
- inducing such Foreign Official, political party, party official or candidate to use his or its influence with a foreign government or an instrumentality of such government to affect or influence any act or decision of such government or

instrumentality in order to assist SERCEL to obtain or retain business with any person or to direct business to any person.

Further, Mitcham hereby represents and warrants to SERCEL that no person having a direct or indirect financial interest in Mitcham as of the date hereof is: (i) a Foreign Official, (ii) an official of any political party, or (iii) a candidate for political office; provided, however, for purposes hereof, a person shall not be deemed to have a direct or indirect financial interest in Mitcham as a result of owning less than five percent (5%) of the outstanding shares of common stock of Mitcham. In connection with determining whether a person owns five percent (5%) or more of the such stock, Mitcham shall be permitted to rely upon filings made by its shareholders under the Securities Exchange Act of 1934, as amended, or filings made under other applicable federal securities laws. Mitcham shall immediately notify SERCEL in the event that any person now or hereafter having such a financial interest in Mitcham shall assume such a status.

From time to time as requested by SERCEL, Mitcham shall, within five (5) days after request from SERCEL, certify to SERCEL in writing that the obligations, representations and warranties of Mitcham set forth in this Section have not been violated. SERCEL shall not be permitted to request such certification more often than once each calendar quarter unless it has reason to believe a violation has occurred. Mitcham shall cooperate fully with any investigation which may be conducted by representatives of SERCEL for the purpose of determining whether or not Mitcham has violated any of those obligations, representations and warranties. In the event that amendments in the FCPA reasonably necessitate modifications to this Section 17, the parties hereto agree to negotiate in good faith in connection therewith and enter into such modifications.

18. MITCHAM UNDERTAKINGS. Mitcham agrees:

(a) To use its reasonable best efforts to actively promote and solicit the leasing of the Products.

(b) To participate in training programs which may be offered by SERCEL or by others relating to the Products.

(c) To obtain approval of SERCEL prior to the commencement of any advertising relating to the sale of the Products which advertising has not been previously approved by SERCEL.

(d) Not knowingly to lease the Products to companies or countries that are precluded by United States law from trading with the United States or its residents and, to make reasonable inquiry in connection therewith, including inserting provisions in the leases with their customers that are reasonably intended to keep Mitcham's customers from using the Products in the countries in which United States law prohibits the use of the Products.

(e) To make all reasonable effort to use the agents described on SCHEDULE 18(e) and that have been designated by SERCEL in locations outside of the United States or Canada so as to minimize conflicts between agents, except Mitcham shall not be obligated to use its reasonable efforts in India since Mitcham currently has an agent in such country. However, if conflicts arise as a result of multiple agents, both parties will make a reasonable attempt to use the same agent.

(f) To use all reasonable best efforts to continue to maintain an organization commensurate with the growth of Leasing of the Products.

(g) To return to SERCEL on termination of this Agreement any and all catalogs, samples, price lists, and any other data, information and/or supplies or materials furnished by SERCEL which are in the possession of Mitcham or any of its employees, agents, representatives or bailees.

(h) Not to alter, hide nor secrete SERCEL's name on any of the Products or on any sales promotion material furnished by SERCEL.

19. PURCHASE ORDER ACCEPTANCE AND PAYMENT.

19.1 All sales of the Products are subject to SERCEL's standard conditions of sale, however, SERCEL reserves the right to, at any time, change, alter or amend these conditions by giving prior written notice to Mitcham.

19.2 Mitcham shall confirm with SERCEL all relevant delivery information prior to the submission of a purchase order for any of the Products.

19.3 SERCEL shall have the right to reject, in whole or in part, any Purchase Order from Mitcham, to refuse in whole or in part, to consent to any cancellation requested by Mitcham, and to reject in whole or in part, any and all returns of the Products or to refuse to grant refunds or allowances on such returns, based upon reasonable grounds.

19.4 All sales by SERCEL to Mitcham shall be payable in U.S. dollars on an open 30 day account, said account period to be determined from the date of shipment from SERCEL.

19.5 SERCEL reserves the right to modify, alter or amend any of the payment terms contained herein in order to meet the requirements of a specific transaction, however, any such deviation from the provisions of this Agreement shall not be construed as a permanent modification, alteration or amendment of the payment terms nor shall the same be used to establish a precedent for future transactions.

20. CONFIDENTIAL INFORMATION. Mitcham agrees that it will maintain in strict confidence, and not disclose to any other person or firm except with the prior written permission

of an authorized officer of SERCEL, any and all information received from SERCEL or prepared by Mitcham for SERCEL regarding prices, customer lists, business plans, strategies, forecasts, studies, reports and any other information which may be considered confidential or proprietary by SERCEL and which is not publicly available. The confidentiality obligation of Mitcham under this Section 20 shall survive the expiration or termination of this Agreement. In the event that Mitcham receives a request to disclose all or any part of the confidential information under the terms of a subpoena or order issued by a court or by a governmental body, Mitcham agrees (i) to notify SERCEL immediately of the existence, terms, and circumstances surrounding such request, (ii) to consult with SERCEL on the advisability of taking legally available steps to resist or narrow such request, and (iii) if disclosure of such information is required to prevent Mitcham from being held in contempt or subject to other penalty, to furnish only such portion of the information as, in the written opinion of counsel reasonably satisfactory to SERCEL, it is legally compelled to disclose and to exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed information. The provisions of this Section are mandatory, Mitcham hereby acknowledges that the provisions of the Agreement may be specifically performed and enforced, and Mitcham consents and agrees that it may be restrained, enjoined or otherwise prevented from divulging any such confidential information if at any time SERCEL reasonably fears that such event may occur.

21. FORCE MAJEURE. All transactions under this Agreement and all purchase orders accepted hereunder are subject to modification or cancellation in the event of strikes, labor disputes, lock-outs, accidents, fires, delays in manufacturing or in transportation or delivery of materials, floods, severe weather or other acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of the party concerned, whether similar to or different from the causes above enumerated; and including any special, indirect, incidental, or consequential damages arising from SERCEL's delay in delivery or failure to deliver as a result of any such cause. In the event of a scarcity of any of the Products for whatever cause, SERCEL will make a reasonable effort to allocate its available supply on the basis of past orders or otherwise as it sees fit, regardless of the time of receipt or acceptance of orders or the quantity of orders on hand.

22. SECURITY INTERESTS. Until full payment of the purchase price for the Products, SERCEL hereby retains, and Mitcham hereby grants to SERCEL, a purchase money security interest in all of the Products sold to Mitcham on account. Mitcham consents to actions by SERCEL that are appropriate to perfect SERCEL's purchase money security interest and agrees to execute such financing statements as are reasonably requested by SERCEL in connection with the foregoing.

23. TERMINATION. This Agreement may be terminated at any time:

(a) by the mutual agreement of the parties; or

(b) by either party upon giving a notice of termination to the other party in the event the other party fails to perform, observe or comply with any of the obligations or undertakings of such other party which are contained in this Agreement, and such failure has not been cured within fifteen (15) days after the terminating party has given a written notice specifying such failure to the other party.

Notwithstanding the above, SERCEL shall be entitled to immediately terminate this Agreement effective upon the giving of notice to Mitcham in the event that: (i) SERCEL has reasonable cause to believe that Mitcham or others acting in association with or on behalf of Mitcham have committed, or intend to commit, a violation of the FCPA; (ii) Mitcham refuses or is unable to make the certification described in Section 17; or (iii) Mitcham ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due or such fact is determined by judicial proceedings, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, rearrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation, or files an answer admitting the material allegations of a petition filed against it in any such proceedings, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of, all or any substantial part of its assets or properties, or if it or the holders of its common stock shall take any action contemplating its dissolution or liquidation. In such event, SERCEL shall have no further liability to Mitcham under this Agreement.

24. ARBITRATION. All disputes involving this Agreement shall be submitted to an arbitrator appointed by, and operating under, the rules of the Judicial Arbitration and Mediation Service (J.A.M.S.). The choice of the individual arbitrator shall be upon mutual agreement of SERCEL and Mitcham, and the parties agree to negotiate in good faith in connection with the selection of the individual arbitrator. The written decision of the arbitrator shall be final and binding upon the parties, and shall be convertible to a court judgment in the State of Texas. The arbitration shall take place in the State of Texas. The prevailing party as determined by the arbitrator shall be entitled to receive reasonable costs and reasonable attorney's fees from the non-prevailing party in addition to any other relief granted. No demand for arbitration shall be made after the date when institution of a legal or equitable proceeding based upon the claim or dispute would be barred by the applicable statute of limitations of the State of Texas. All demands for arbitration shall be made in accordance with Section 16 and shall be deemed made as of the sooner of actual receipt or the date the demand is placed in the United States Mail. Any party shall be entitled to file a lawsuit to specifically enforce the parties' agreement to arbitrate and for the purpose of obtaining injunctive relief to enforce this Agreement.

25. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF TEXAS. MITCHAM HEREBY IRREVOCABLY CONSENTS TO BE SUBJECT TO THE PERSONAL JURISDICTION OF ANY UNITED STATES, STATE OR LOCAL COURT SITTING IN HARRIS COUNTY, TEXAS, U.S.A. IN CONNECTION WITH ANY ACTION TO DETERMINE ANY DISPUTE ARISING UNDER THIS AGREEMENT OR TO ENFORCE THE PROVISIONS HEREOF. VENUE FOR ALL SUITS AND ACTIONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE PROPER ONLY IN THE STATE

AND FEDERAL COURTS SITTING IN HARRIS COUNTY, TEXAS. EACH PARTY HERETO HEREBY IRREVOCABLY CONSENTS TO THE ASSERTION OF PERSONAL JURISDICTION BY SUCH COURTS OVER SUCH PARTY FOR THE LIMITED PURPOSES OF A SUIT ARISING IN CONNECTION WITH THIS AGREEMENT, BUT NEITHER SUCH PARTY WAIVES REQUIREMENT FOR SERVICE OF PROCESS IN THE MANNER PRESCRIBED BY LAW. THE FOREGOING SHALL NOT BE DEEMED TO NEGATE THE PROVISIONS OF SECTION 24 ABOVE REQUIRING ARBITRATION BY THE PARTIES IN CONNECTION HEREWITH.

26. EXPORT CONTROL LAWS. All shipments made by SERCEL to Mitcham or third parties shall at all times be subject to the export control laws and regulations of the United States of America, as such laws shall be amended from time to time. Mitcham agrees that it shall not assist in the disposition of US origin SERCEL Products, by way of transshipment, reexport, diversion or otherwise, except as said laws and regulations may expressly permit.

27. COMMERCIAL REPRESENTATION AGREEMENT. On or about the Effective Date, it is anticipated that SERCEL and Mitcham (or its affiliate) will enter into a Commercial Representation Agreement (the "Representation Agreement") pursuant to which Mitcham (or its affiliate) shall have the exclusive right to market the Products in Canada. Based upon the commission structure of SERCEL Products in the Representation Agreement, as compared to the pricing structure contained herein, it may be more beneficial for Mitcham (or its affiliate) to purchase the Products (typically components and not entire systems) from SERCEL and lease them as contemplated under this Agreement than it is for Mitcham to act as agent for the sale of SERCEL Products to a customer pursuant to the Representation Agreement. Accordingly, in any situation in which a proposed customer within Canada comes to Mitcham for the Products, Mitcham agrees that it will make a good faith determination as to whether the customer wants to lease SERCEL Products with possible option to buy at a later date (which contract should properly come under this Agreement) or actually buy the SERCEL Products using some special financing which might involve leasing (which contract should properly come under the Representation Agreement). Mitcham acknowledges that only customers that purchase the Products from SERCEL are entitled to the benefit of SERCEL's warranty, while customers that purchase SERCEL Products from Mitcham (or its affiliate) following the lease of the Products will not receive a warranty from SERCEL; however, SERCEL agrees to consider the granting of a warranty to lease/purchase customers on a case by case basis.

28. STANDARD OF BUSINESS CONDUCT. Mitcham agrees not to pay any commissions, fees or grant any rebates to any employee or officer of any proposed customer or its affiliates or favor employees or officers of such proposed customer with gifts or entertainment of significant costs or value or enter into any business arrangements with employees or officers of any such proposed customer, other than as a representative of that proposed customer, without the proposed customer's prior written approval.

29. WAIVER. The failure of a party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of, or estoppel against asserting, the right to require performance in the future. A waiver or estoppel in any one instance shall not constitute a waiver or estoppel with respect to a later breach.

30. SEVERABILITY. If any of the terms and conditions of this Agreement are held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over the subject matter hereof, such contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed by reforming the particular offending provision or provisions held to be invalid so that it or they are valid and enforceable while remaining as faithful as possible to the original intent of the provision or provisions, the rights and obligations of the parties shall be construed and enforced accordingly, and this Agreement shall remain in full force and effect.

31. CONSTRUCTION. The headings in this Agreement are inserted for convenience and identification only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any other provision hereof. Whenever the context requires, the gender of all words used in this Agreement shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

32. COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

33. CUMULATIVE RIGHTS. The rights and remedies provided by this Agreement are cumulative, and the use of any right or remedy by any party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a party may have by law, statute, in equity or otherwise.

34. RELIANCE. All factual recitals, covenants, agreements, representations and warranties made herein shall be deemed to have been relied on by the parties in entering into this Agreement.

35. NO THIRD PARTY BENEFICIARY. Any agreement herein contained, express or implied, shall be only for the benefit of the undersigned parties and their permitted successors and assigns, and such agreements and assumption shall not inure to the benefit of the obligees of any other party, whomsoever, it being the intention of the undersigned that no one shall be deemed to be a third party beneficiary of this Agreement.

36. DRAFTING PARTY. This Agreement expresses the mutual intent of the parties to this Agreement. Accordingly, regardless of the preparing party, the rule of construction against the drafting party shall have no application to this Agreement.

37. TIME IS OF THE ESSENCE. Time is of the essence with respect to all provisions of this Agreement.

38. INCORPORATION OF SCHEDULES. All schedules attached to this Agreement are incorporated into this Agreement as fully as if stated within the body of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties by their duly authorized representatives as of the date first written above.

SERCEL:

SERCEL S.A.

By: /s/ Thierry LeRoux

Thierry LeRoux, Chairman and Chief
Executive Officer

MITCHAM:

MITCHAM INDUSTRIES, INC.

By: /s/ Billy F. Mitcham, Jr.

Billy F. Mitcham, Jr., President

SCHEDULE 1

SERCEL SN388

P/N	DESCRIPTION
----- SN388 COMPLETE CENTRAL UNIT -----	
1AAA071417B	SN388 PAM/LAPTOP HCI
1AAA071417C	SN388 PAM DSCSI/LAPTOP HCI
1AAA071418A	SN388 PAM/DESKTOP HCI
1AAA071418B	SN388 PAM DSCSI/DESKTOP HCI
1AAD073554A	SN388 APM480/DESKTOP HCI
1AAD073554B	SN388 APM 480/30 DSCSI/DESKTOP HCI
1AAJ072970A	SN388 APM600/DESKTOP HCI
1AAJ072970B	SN388 APM600 DSCSI/DESKTOP HCI
1AAH071422B	SN388 APM1200/DESKTOP HCI
1AAH071422C	SN388 APM1200 DSCSI/DESKTOP HCI
----- SN388 PORTABLE ACQUISITION MODULE (PAM) -----	
1AAA070228A	SN388 PAM MODULE 1200 CHANNELS
1AAA070228B	SN388 PAM DCSI MODULE 1200 CHANNELS
----- SN388 ACQUIS. AND PROCES. MODULE (APM) -----	
1AAD073553A	SN388 APM MODULE 480 CH/30SEC
1AAD073553B	SN388 APM MODULE 480/30 DSCSI
1AAJ072969A	SN388 APM MODULE 600 CH/40SEC
1AAJ072969B	SN388 APM MODULE 600/40 DSCSI
1AAH070235B	SN388 APM MODULE 1200 CH/40SEC
1AAH070235C	SN388 APM MODULE 1200/40 DSCSI
----- SN388 PAM/APM OPTIONS -----	
1A11073551A	SN388 U.P.S.
1A10070935A	SN388 PAM ASSEMBLY PARTS
1A11070933A	SN388 APM ASSEMBLY PARTS
----- SN388 MULTI CCU MODULE INTERCONNECTION -----	
1AAI072480A	SN388 2CCU MULTIMODULE SET
1AAI072481A	SN388 3CCU MULTIMODULE SET
1AAI072482A	SN388 4CCU MULTIMODULE SET
----- SN388 LAPTOP HUMAN COMPUTER INTERF.(HCI) -----	
1A10071172B	HC1388 LAPTOP WORK STATION
3170110	HCI388 CD-ROM READER
----- SN388 LAPTOP OPTIONS -----	
790071769A	SN388 PORTABLE CONTAINER
1A12071088A	HCI385 LAPTOP 12/18VDC PWR SPLY

SERCEL SN388

P/N	DESCRIPTION
----- SN388 DESKTP HUMAN COMPUT. INTERF.(HCI) -----	
1A11071010A	HCI388 DESKTOP WORK STATION
3170132	GX BOARD FOR 2ND SCREEN
3170110	HCI388 CD-ROM READER
----- SN388 HCI ASSEMBLY PARTS -----	
1A11072933A	HCI388 SCREEN+PROCES.ASSY.PART
1A11071235A	HCI388 CD+CARTR.ASSY.PARTS
----- SN388 PRINTER -----	
1A10074142A	SN388 LAPTOP PRINTER
1A11074081A	SN388 DESKTOP PRINTER
----- SN388 LAND FIELD UNITS -----	
1A45069496A	SN388 CROSSING STATION UNIT (CSU)
1A40069228A	SN388 STATION UNIT (SU-1)
1A81074572A	SN388 1-CH STATION UNIT B (SU-1/B)
1A40069230A	SN388 STATION UNIT (SU-6)
1A80074216A	SN388 6-CH STATION UNIT B (SU-6/B)
1ABA073451A	SN388 STATION UNIT (SU-6/0,5ms)
1A41069500A	SN388 POWER STATION UNIT (PSU)
1A82074479A	SN388 6-CH POWER STATION UNIT (PSU-6)
1A42071696A	SN388 TRANSVERSE REPEATER UNIT (TRU)
1A44070142A	SN388 REPEATER UNIT FOR SU-1
----- SN388 SUBMERSIBLE UNITS -----	
1A45074884A	SUBMERSIBLE CROSSING STAT. UNIT (CSU/S)
1A40074933A	SUBMERSIBLE STATION UNIT (SU-6/S)
1A80074878A	SUBMERSIBLE STATION UNIT (SU-6B/S)
1A41074880A	SUBMERSIBLE POWER STATION UNIT (PSU/S)
1A82074881A	6-CH SUBMERSIBLE STATION UNIT (PSU-6/S)
1A81074879A	1-CH SUBMERSIBLE STATION UNIT (SU-1B/S)

SERCEL SN388

P/N	DESCRIPTION

SN388 VEHICLE TRACKING SYSTEM	

1A17074840A	SN388 MASTER RECEIVER UNIT (M-MRU)
1A17075015A	SN388 SLAVE RECEIVER UNIT (S-MRU)
1A17075237A	0 dB PLASTIC ROOF ANTENNA SET
1A17075238A	0 dB MAGNETIC ANTENNA SET
1A17075077A	5 dB ANTENNA FOR S-MRU
1A11071010A	WORKSTATION MONITOR FOR MRU
1A17075138A	VEHICLE TRACKING SOFTWARE

SN388 PERIPHERAL DEVICES	

1ACB070237B	SN388 TEST AND MAINTENANCE SYSTEM
1ACA070236B	SN388 LINE TESTER (LT388)
1A50071188A	WINTERIZED SN388 LINE TESTER DISPLAY

SN388 SPARE PART KIT	

1A10075191A	SN388 SPARE BOARDS FOR PAM (1ST LEV.)
1A10070238A	SN388 COMPLETE SET OF PAM BOARDS
1A10070238B	SN388 COMPLETE SET OF PAM DSCSI BOARDS
1A11075192A	SN388 SPARE BOARDS FOR APM480 (1ST LEV.)
1A11070239A	SN388 COMPLETE SET APM480 BOARDS
1A11070239B	SN388 COMPLETE SET OF APM480 SCSI BOARDS
1A11075193A	SN388 SPARE BOARDS APM600/1200 (1ST LEV)
1A11070240A	SN388 COMPLETE SET APM600/1200 BOARDS
1A11070240B	SN388 COMPL SET APM600/1200 DSCSI BOARDS
1ABE070999A	SN388 SU-6 SPARE PART (COMPONENT LEV.)
1ABE070998A	SN388 SU-1 SPARE PART (COMPONENT LEV.)
1A58071433A	SN388 TMS SPARE PART (COMPONENT LEV.)
1A21070251A	SN388 TOOL SET FIELD UNIT
1A57070918B	SN388 LT SPARE PART (COMPONENT LEV.)

SERCEL VE416

P/N	DESCRIPTION
VE416 BASIC CONFIGURATION	
17AA068898A	VE416 DIGITAL PILOT GENERATOR (DPG)
17AA073982A	VE416 DPG FOR GPS REAL TIME
17AB068899A	VE416 DIGITAL SERVO DRIVE (DSD)
17AB073983A	VE416 DSD FOR GPS REAL TIME
VE416 ASSEMBLY PARTS	
1723064118	VE416 ASSY PARTS FOR DPG
VE416 SPARE PARTS	
1720064131	VE416 DSD-DPG SPARE PART COMPONENT LEVEL
1721064132A	VE416 DSD-DPG SPARE PART BOARD LEVEL
1721074096A	VE416 DSD-DPG/GPS SPARE PART BOARD LEVEL
1713063609A	VE416 SPARE AVS
VE416 OPTIONS	
3150038	VE416 PRINTER 12/220V
1724066941	VE416 VIBRATOR HARNESS SET
VE416 VQC BASIC CONFIGURATION	
1BAB075257A	VE416 VIBRATOR QUALITY CONTROL (VQC 88)
VE416 VQC SOFTWARE PACKAGE	
1BAA073557A	VE416 QC VIBROSEIS SOFTWARE
VE416 GPS POSITIONING STAND ALONE KIT	
1725074332A	VE416 GPS POSITIONING STAND ALONE SET

SERCEL TAPE TRANSPORT

P/N	DESCRIPTION
	TT CD488-B CARTRIDGE DRIVE
1649072919A	CD488-B CARTRIDGE DRIVE
	TT CD488-B SPARE PARTS
3120036	CD488-B SPARE DRIVE ONLY
3530194	CD488-B POWER SUPPLY
1617071891A	CD480 SCSI UPGRADE KIT

Famille: 716 CABLE TRANSMISSION

S/Famille: 40 TELEMETRIQUES 388

Code

070000333	FLUTE 6M MR 6 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 6 M, 6 SORTIES CONNECTEURS HERMA4 ESPACEES DE 1 M. CABLE MEDIUM RANGE CONNECTEURS BC 16S A CHAQUE EXTREMITE	ESPACES DE 1M BC16S SN 388 LINE CABLE LENGTH 6 M 6 TAKE OUT CONNECTORS HERMA4 SPACED OF 1 M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000334	FLUTE 120M MR 6 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 120M, 6 SORTIES CONNECTEURS HERMA4 ESPACEES DE 20M. CABLE MEDIUM RANGE CONNECTEURS BC16S A CHAQUE EXTREMITE	ESPACEES DE 20M BC16S SN 388 LINE CABLE LENGTHS 120M 6 TAKE OUT CONNECTORS HERMA4 SPACED OF 20 M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000356	FLUTE 120M MR 3 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 120M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 40M. CABLE MEDIUM RANGE CONNECTEURS BC16S A CHAQUE EXTREMITE	ESPACEES 40M BC16S SN 388 LINE CABLE LENGTH 120M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 40M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000357	FLUTE 120M MR 3 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 120M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 40M. CABLE MEDIUM RANGE CONNECTEURS BC16S ET BC16P	ESPACEES DE 40M BC16S + BC16P SN 388 LINE CABLE LENGTH 120M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 40M CABLE MEDIUM RANGE CONNECTORS BC16S AND BC16P
070000343	FLUTES 135M, MR, 3 SORTIES H4 CABLE LIGNE SN 388 LONGUEUR 135M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 45M. CABLE MEDIUM RANGE CONNECTEURS BC16S ET BC16P.	ESPACEES 45M, BC16S/BC16P SN 388 LINE CABLE LENGTH 135M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 45M. CABLE MEDIUM RANGE CONNECTORS BC16S ET BC16P
070000344	FLUTES 135M, MR, 3 SORTIES H4 CABLE LIGNE SN 388 LONGUEUR 135M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 45M. CABLE MEDIUM RANGE CONNECTEURS BC16S A CHAQUE EXTREMITE	ESPACEES 45M, BC16S/BC16S SN 388 LINE CABLE LENGTH 135M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 45M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000354	FLUTE 140M LA 2 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 140M, 2 SORTIES CONNECTEURS HERMA4 ESPACEES DE 70M. CABLE LOW ATTENUATION CONNECTEURS EC16S A CHAQUE EXTREMITE	ESPACEES DE 70M BC16S SN 388 LINE CABLE LENGTH 140M 2 TAKE OUT CONNECTORS HERMA4 SPACED OF 70M CABLE LOW ATTENUATION CONNECTORS BC16S AT EACH END

Famille: 716 CABLE TRANSMISSION

S/Famille: 40 TELEMETRIQUES 388

Code

070000355	FLUTE 140M LA 2 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 140M, 2 SORTIES CONNECTEURS HERMA4 ESPACEES DE 70M. CABLE LOW ATTENUATION CONNECTEURS BC16S ET BC16P	ESPACEES DE 70M BC16S + BC16P SN 388 LINE CABLE LENGTH 140M 2 TAKE OUT CONNECTORS HERMA4 SPACED OF 70M CABLE LOW ATTENUATION CONNECTORS BC16S AND BC16P
070000335	FLUTE 144M MR 6 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 144M, 6 SORTIES CONNECTEURS CABLE MEDIUM RANGE CONNECTEURS BC16S A CHAQUE EXTREMITE	ESPACEES 24M BC16S SN 388 LINE CABLE LENGTH 144M 6 TAKE OUT CONNECTORS HERMA4 CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000340	FLUTES 150M, MR, 6 SORTIES H4 CABLE LIGNE SN 388 LONGUEUR 150M, 6 SORTIES CONNECTEURS HERMA4 ESPACEES DE 25M. CABLE MEDIUM RANGE CONNECTEURS BC16S A CHAQUE EXTREMITE	ESPACEES 25M, CONNECTOR BC16S SN 388 LINE CABLE LENGTH 150M 6 TAKE OUT CONNECTORS HERMA4 SPACED OF 25M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000341	FLUTES 150M, MR, 3 SORTIES H4 CABLE LIGNE SN 388 LONGUEUR 150M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 50M. CABLE MEDIUM RANGE CONNECTEURS BC16S ET BC16P.	ESPACEES 50M, CONNEX. BC16S/P SN 388 LINE CABLE LENGTH 150M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 50M CABLE MEDIUM RANGE CONNECTORS BC16S AND BC16P
070000342	FLUTES 150M, MR, 3 SORTIES H4 CABLE LIGNE SN 388 LONGUEUR 150M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 50M. CABLE MEDIUM RANGE CONNECTEURS BC16S A CHAQUE EXTREMITE	ESPACEES 50M, BC16S/BC16S SN 388 LINE CABLE LENGTH 150M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 50M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000352	FLUTE 160M LA 2 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 160M, 2 SORTIES CONNECTEURS HERMA4 ESPACEES DE 80M. CABLE LOW ATTENUATION CONNECTEURS EC16S A CHAQUE EXTREMITE	ESPACEES DE 80M BC16S SN 388 LINE CABLE LENGTH 160M 2 TAKE OUT CONNECTORS HERMA4 SPACED OF 80M CABLE LOW ATTENUATION CONNECTORS BC16S AT EACH END
070000353	CABLE SN 388 160M LA 2 SORTIES CABLE LIGNE SN 388 LONGUEUR 160M, 2 SORTIES CONNECTEURS HERMA4 ESPACEES DE 80M. CABLE LOW ATTENUATION CONNECTEURS BC16S ET BC16P	HERMA4 ESP. DE 80M BC16S+BC16P SN 388 LINE CABLE LENGTH 160M 2 TAKE OUT CONNECTORS HERMA4 SPACED OF 80M CABLE LOW ATTENUATION CONNECTORS BC16S AND BC16P

Code

070000339	FLUTES 180M, MR, 6 SORTIES H4 CABLE LIGNE SN 388 LONGUEUR 180M, 6 SORTIES CONNECTEURS HERMA4 ESPACEES DE 30M. CABLE MEDIUM RANGE CONNECTEURS BC16S A CHAQUE EXTREMITE	ESPACEES 30M, CONNECT. BC16S SN 388 LINE CABLE LENGTH 180M 6 TAKE OUT CONNECTORS HERMA4 SPACED OF 30M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000345	FLUTES 180, LOW, 3 SORTIES H4 CABLE LIGNE SN 388 LONGUEUR 180M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 60M. CABLE LOW ATTENUATION CONNECTEURS BC16S ET BC16P.	ESPACEES 60M, BC16S/BC16P SN 388 LINE CABLE LENGTH 180M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 60M CABLE LOW ATTENUATION CONNECTORS BC16S AND BC16P
070000346	FLUTES 180M, LOW, 3 SORTIES H4 CABLE LIGNE SN 388 LONGUEUR 180M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 60M. CABLE LOW ATTENUATION CONNECTEURS BC16S A CHAQUE	ESPACEES 60M, BC16S/BC16S SN 388 LINE CABLE LENGTH 180M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 60M CABLE LOW ATTENUATION CONNECTORS BC16S AT EACH END
070000336	FLUTE 186M, MR, 6 SORTIES H4 CABLE LIGNE SN 388 LONGUEUR 186M, 6 SORTIES CONNECTEURS HERMA4 ESPACEES DE 31M. CABLE MEDIUM RANGE CONNECTEURS BC16S A CHAQUE EXTREMITE	ESPACEES 31M, CONNECT. BC16S SN 388 LINE CABLE LENGTH 186M 6 TAKE OUT CONNECTORS HERMA4 SPACED OF 31 M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000144	FLUTE 195M LA 3 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 195M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 65M. CABLE LOW ATTENUATION CONNECTEURS BC16S A CHAQUE	ESPA. 65M BC16S SN 388 LINE CABLE LENGTH 195M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 65 M CABLE LOW ATTENUATION CONNECTORS BC16S AT EACH END
070000330	FLUTE 195M LA 3 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 195M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 65M. CABLE LOW ATTENUATION CONNECTEURS BC16S ET BC16P	ESP. 65M BC16S + BC16P SN 388 LINE CABLE LENGTH 195M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 65 M CABLE LOW ATTENUATION CONNECTORS BC16S AND BC16P
070000331	FLUTE 210M LA 3 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 210M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 70M. CABLE LOW ATTENUATION CONNECTEURS BC16S A CHAQUE EXTREMITE	ESPA. 70M BC16S SN 388 LINE CABLE LENGTH 210M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 70 M CABLE LOW ATTENUATION CONNECTORS BC16S AT EACH END

Code

070000332	FLUTE 210M LA 3 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 210M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 70M. CABLE LOW ATTENUATION CONNECTEURS BC16S ET BC16P	ESP. 70M BC16S + BC16P SN 388 LINE CABLE LENGTH 210M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 70 M CABLE LOW ATTENUATION CONNECTORS BC16S AND BC16P
070000516	FLUTE 225M, LA, 3 SORTIES H4 CABLE LIGNE SN 388 LONGUEUR 225M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 75M. CABLE LOW ATTENUATION CONNECTEURS BC16S A CHAQUE EXTREMITE	ESPACEES 75M, BC16S BC16S SN 388 LINE CABLE LENGTH 225M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 75 M CABLE LOW ATTENUATION CONNECTORS BC16S AT EACH END
070000327	FLUTE 240M MR 6 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 240M, 6 SORTIES CONNECTEURS HERMA4 ESPACEES DE 40M. CABLE MEDIUM RANGE. CONNECTEURS BC16S A CHAQUE EXTREMITE	ESP. 40M BC16S SN 388 LINE CABLE LENGTH 240M 6 TAKE OUT CONNECTORS HERMA4 SPACED OF 40 M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000328	FLUTE 240M LA 3 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 240M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 80M. CABLE LOW ATTENUATION CONNECTEURS BC16S A CHAQUE EXTREMITE	ESP. 80M BC16S SN 388 LINE CABLE LENGTH 240M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 80 M CABLE LOW ATTENUATION CONNECTORS BC16S AT EACH END
070000329	FLUTE 240M LA 3 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 240M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 80M. CABLE LOW ATTENUATION CONNECTEURS BC16S ET BC16P	ESPAC. 80M BC16S+BC16P SN 388 LINE CABLE LENGTH 240M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 80 M CABLE LOW ATTENUATION CONNECTORS BC16S AND BC16P
070000326	FLUTE 270M MR 6 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 270M, 6 SORTIES CONNECTEURS HERMA4 ESPACEES DE 45M. CABLE MEDIUM RANGE. CONNECTEURS BC16S A CHAQUE EXTREMITE	ESP. 45M BC16S SN 388 LINE CABLE LENGTH 270M 6 TAKE OUT CONNECTORS HERMA4 SPACED OF 45 M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000325	FLUTE 300M MR 6 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 300M, 6 SORTIES CONNECTEURS HERMA4 ESPACEES DE 50M. CABLE MEDIUM RANGE. CONNECTEURS BC16S A CHAQUE EXTREMITE	ESP. 50M BC16S SN 388 LINE CABLE LENGTH 300M 6 TAKE OUT CONNECTORS HERMA4 SPACED OF 50 M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END

Famille: 716 CABLE TRANSMISSION

S/Famille: 40 TELEMETRIQUES 388

Code

070000423 FLUTE 300M MR 6 SORTIES LRS 5501 ESPACEES 50M BC16S
CABLE LINGNE SN 388 LONGUEUR SN 388 LINE CABLE LENGTH 300M
300M, 6 SORTIES CONNECTEURS 6 TAKE OUT CONNECTORS LRS 5501
LRS 5501 ESPACEES DE 50M. SPACED OF 50M.
CABLE MEDIUM RANGE. CABLE MEDIUM RANGE
CONNECTEURS BC16S A CHAQUE CONNECTORS BC16S AT EACH END
EXTREMITE

070000155 FLUTE 330M, 6 SORTIES HERMA4 ESPACEES DE 55M BC16S
CABLE LINGNE SN 388 LONGUEUR SN 388 LINE CABLE LENGTH 330M
330M, 6 SORTIES CONNECTEURS 6 TAKE OUT CONNECTORS HERMA4
HERMA4 ESPACEES DE 55M. SPACED OF 55M.
CABLE MEDIUM RANGE. CABLE MEDIUM RANGE
CONNECTEURS BC16S A CHAQUE CONNECTORS BC16S AT EACH END
EXTREMITE

070000322 FLUTE 360M MR 6 SORTIES LRS 5501 ESPACES DE 60M BC16S
CABLE LINGNE SN 388 LONGUEUR SN 388 LINE CABLE LENGTH 360M
360M, 6 SORTIES CONNECTEURS 6 TAKE OUT CONNECTORS LRS 5501
LRS 5501 ESPACEES DE 60M. SPACED OF 60M.
CABLE MEDIUM RANGE. CABLE MEDIUM RANGE
CONNECTEURS BC16S A CHAQUE CONNECTORS BC16S AT EACH END

070000323 FLUTE 360M LR 6 SORTIES HERMA 4 ESPACEES DE 60M BC16S
CABLE LINGNE SN 388 LONGUEUR SN 388 LINE CABLE LENGTH 360M
360M, 6 SORTIES CONNECTEURS 6 TAKE OUT CONNECTORS HERMA 4
HERMA 4 ESPACEES DE 60M. SPACED OF 60M.
CABLE LOW ATTENUATION CABLE LOW ATTENUATION
CONNECTEURS BC16S A CHAQUE CONNECTORS BC16S AT EACH END

070000324 FLUTE 390M LA 6 SORTIES HERMA4 ESPAC. 65M BC16S
CABLE LINGNE SN 388 LONGUEUR SN 388 LINE CABLE LENGTH 390M
390M, 6 SORTIES CONNECTEURS 6 TAKE OUT CONNECTORS HERMA4
HERMA4 ESPACEES DE 65M. SPACED OF 65M.
CABLE LOW ATTENUATION CABLE LOW ATTENUATION
CONNECTEURS BC16S A CHAQUE CONNECTORS BC16S AT EACH END
EXTREMITE

512220039 FLUTE 388 165m 3T0 H4 ESPACES 55m-2 BC 16 S
CABLE LIGNE SN 388 LONGUEUR SN 388 LINE CABLE LENGTH 165M
165M, 3 SORTIES CONNECTEURS 3 TAKE OUT CONNECTORS HERMA4
HERMA4 ESPACEES DE 55M. SPACED OF 55M.
CABLE MEDIUM RANGE. CABLE MEDIUM RANGE
CONNECTEURS BC16S A CHAQUE CONNECTORS BC16S AT EACH END

Cab. PAGES AMET36

TARIFS

le: 17/04/96

Famille: 716 CABLE TRANSMISSION

S/Famille: 40 TELEMETRIQUES 388

Code

512220040 FLUTE 388 165 m 3 TO H4 ESPACES 55m-BC16S+BC16P
CABLE LIGNE SN388 LONGUEUR SN 388 LINE CABLE LENGTH 165M
165M, 3 SORTIES CONNECTEURS 3 TAKE OUTS CONNECTORS
HERMA4 ESPACEES DE 55M. HERMA4 SPACED OF 55M. CABLE
CABLE MEDIUM RANGE. MEDIUM RANGE CONNECTORS
CONNECTEURS BC16S ET BC16P BC16S AND BC16P

Code

070000337	TRANSVERSE LONGUEUR 5M CABLE TRANSVERSE SN 388 LONGUEUR 5M. CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 5M BC16S CONNECTORS ON BOTH END
070000358	TRANSVERSE LG 10M BC16S CABLE TRANSVERSE SN 388 LONGUEUR 10M5M. CONNECTEURS BC16S A CHAQUE EXTREMITE	SN 388 TRANSVERSE CABLE LENGTH 10 METERS BC16S CONNECTORS ON BOTH SIDE
070000359	TRANSVERSE LONGUEUR 20M CABLE TRANSVERSE SN 388 LONGUEUR 20M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 20 METERS BC16S CONNECTORS ON BOTH END
070000360	TRANSVERSE LONGUEUR 50M CABLE TRANSVERSE SN 388 LONGUEUR 50M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 50 METERS CONNECTORS BC16S ON BOTH SIDE
070000361	TRANSVERSE LONGUEUR 100M CABLE TRANSVERSE SN 388 LONGUEUR 100M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 100 METERS CONNECTORS BC16S ON BOTH SIDE
070000362	TRANSVERSE LONGUEUR 110M CABLE TRANSVERSE SN 388 LONGUEUR 110M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 110 METERS CONNECTORS BC16S ON BOTH SIDE
070000363	TRANSVERSE LONGUEUR 120M CABLE TRANSVERSE SN 388 LONGUEUR 120M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 120 METERS BC16S CONNECTORS ON BOTH SIDE
070000364	TRANSVERSE LONGUEUR 150M CABLE TRANSVERSE SN 388 LONGUEUR 150M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 150 METERS BC16S CONNECTORS ON BOTH SIDE
070000365	TRANSVERSE LONGUEUR 200M CABLE TRANSVERSE SN 388 LONGUEUR 200M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 200 METERS BC16S CONNECTORS ON BOTH SIDE

Code

070000366	TRANSVERSE LONGUEUR 220M CABLE TRANSVERSE SN 388 LONGUEUR 220 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 220 METERS BC16S CONNECTORS ON BOTH SIDE
070000367	TRANSVERSE LONGUEUR 250M CABLE TRANSVERSE SN 388 LONGUEUR 250 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 250 METERS BC16S CONNECTORS ON BOTH SIDE
070000368	TRANSVERSE LONGUEUR 300M CABLE TRANSVERSE SN 388 LONGUEUR 300 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 300 METERS BC16S CONNECTORS ON BOTH SIDE
070000369	TRANSVERSE LONGUEUR 320M CABLE TRANSVERSE SN 388 LONGUEUR 320 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 320 METERS BC16S CONNECTORS ON BOTH SIDE
070000370	TRANSVERSE LONGUEUR 330M CABLE TRANSVERSE SN 388 LONGUEUR 330 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 330 METERS BC16S CONNECTORS ON BOTH SIDE
070000371	TRANSVERSE LONGUEUR 350M CABLE TRANSVERSE SN 388 LONGUEUR 350 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 350 METERS BC16S CONNECTORS ON BOTH SIDE
070000338	TRANSVERSE LONGUEUR 400M CABLE TRANSVERSE SN 388 LONGUEUR 400 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 400 METERS BC16S CONNECTORS ON BOTH SIDE
070000372	TRANSVERSE LONGUEUR 450M CABLE TRANSVERSE SN 388 LONGUEUR 450 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 450 METERS BC16S CONNECTORS ON BOTH SIDE
070000373	TRANSVERSE LONGUEUR 500M CABLE TRANSVERSE SN 388 LONGUEUR 500 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 500 METERS BC16S CONNECTORS ON BOTH SIDE

Famille: 716 CABLE TRANSMISSION

S/Famille: 40 TELEMETRIQUES 388

Code

070000374	TRANSVERSE LONGUEUR 550M CABLE TRANSVERSE SN 388 LONGUEUR 550 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 550 METERS BC16S CONNECTORS ON BOTH SIDE
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070000375	TRANSVERSE LONGUEUR 600M CABLE TRANSVERSE SN 388 LONGUEUR 600 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 600 METERS BC16S CONNECTORS ON BOTH SIDE
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070000376	TRANSVERSE LONGUEUR 800 M CABLE TRANSVERSE SN 388 LONGUEUR 800 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 800 METERS BC16S CONNECTORS ON BOTH SIDE
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Code

070000377 EXTENSION LONGUEUR 110M CONNECTEURS BC16S
CABLE EXTENSION SN 388 SN 388 EXTENSION CABLE
LONGUEUR 110 M LENGTH 110 METERS
CONNECTEURS BC16S A CHAQUE BC16S CONNECTORS ON BOTH SIDE
EXTREMITÉ

070000378 EXTENSION LONGUEUR 200M CONNECTEURS BC16S
CABLE EXTENSION SN 388 SN 388 EXTENSION CABLE
LONGUEUR 200 M LENGTH 200 METERS
CONNECTEURS BC16S A CHAQUE BC16S CONNECTORS ON BOTH SIDE
EXTREMITÉ

070000379 EXTENSION LONGUEUR 300M CONNECTEURS BC16S
CABLE EXTENSION SN 388 SN 388 EXTENSION CABLE
LONGUEUR 300 M LENGTH 300 METERS
CONNECTEURS BC16S A CHAQUE BC16S CONNECTORS ON BOTH SIDE
EXTREMITÉ

070000380 EXTENSION LONGUEUR 330M CONNECTEURS BC16S
CABLE EXTENSION SN 388 SN 388 EXTENSION CABLE
LONGUEUR 330 M LENGTH 330 METERS
CONNECTEURS BC16S A CHAQUE BC16S CONNECTORS ON BOTH SIDE
EXTREMITÉ

700000321 EXTENSION SN388 LONGUEUR 350M CONNECTEURS BC16S
CABLE EXTENSION SN 388 SN 388 EXTENSION CABLE
LONGUEUR 350 M LENGTH 350 METERS
CONNECTEURS BC16S A CHAQUE BC16S CONNECTORS ON BOTH SIDE
EXTREMITÉ

070000381 EXTENSION LONGUEUR 400M CONNECTEURS BC16S
CABLE EXTENSION SN 388 SN 388 EXTENSION CABLE
LONGUEUR 400 M LENGTH 400 METERS
CONNECTEURS BC16S A CHAQUE BC16S CONNECTORS ON BOTH SIDE
EXTREMITÉ

070000382 EXTENSION LONGUEUR 450M CONNECTEURS BC16S
CABLE EXTENSION SN 388 SN 388 EXTENSION CABLE
LONGUEUR 450 M LENGTH 450 METERS
CONNECTEURS BC16S A CHAQUE BC16S CONNECTORS ON BOTH SIDE
EXTREMITÉ

070000383 EXTENSION LONGUEUR 500M CONNECTEURS BC16S
CABLE EXTENSION SN 388 SN 388 EXTENSION CABLE
LONGUEUR 500 M LENGTH 500 METERS
CONNECTEURS BC16S A CHAQUE BC16S CONNECTORS ON BOTH SIDE
EXTREMITÉ

070000384 EXTENSION LONGUEUR 600M CONNECTEURS BC16S
CABLE EXTENSION SN 388 SN 388 EXTENSION CABLE
LONGUEUR 600 M LENGTH 600 METERS
CONNECTEURS BC16S A CHAQUE BC16S CONNECTORS ON BOTH SIDE
EXTREMITÉ

Famille: 716 CABLE TRANSMISSION

S/Famille: 40 TELEMETRIQUES 388

Code

070000385	EXTENSION LONGUEUR 700M CABLE EXTENSION SN 388 LONGUEUR 700 M CONNECTEURS BC16S A CHAQUE EXTREMITÉ	CONNECTEURS BC16S SN 388 EXTENSION CABLE LENGTH 700 METERS BC16S CONNECTORS ON BOTH SIDE
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070000386	EXTENSION LONGUEUR 800M CABLE EXTENSION SN 388 LONGUEUR 800 M CONNECTEURS BC16S A CHAQUE EXTREMITÉ	CONNECTEURS BC16S SN 388 EXTENSION CABLE LENGTH 800 METERS BC16S CONNECTORS ON BOTH SIDE
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Famille: 726 BRETELLE

S/Famille: 20 GEOPHONES TERRESTRES

Code

070000128	BRET. 6 SM4ULD BG2 POINTE 4CM BRETELLE DE 6 GEOPHONES SM4ULD FREQUENCE 10 HZ MONTES DANS BOITIER TYPE BG2 POINTE 4CM RESISTANCE 1.21KOHM, ESPACES DE 15M BRIN DE TETE 10M, BRIN DE QUEUE 10M TERMINE PAR UN CONNECTEUR HERMA4 CABLE 3 CONDUCTEURS AVEC ANNEAUX ESPACES DE 1.3M EPINGLE DE RAMASSAGE CABLAGE 1x6	ESPAC. 15M TETE QUEUE 10M H4 STRING OF 6 GEOPHONES SM4ULD FREQUENCY 10 HZ ASSEMBLED IN HOUSING TYPE BG2 SPIKE 4 CM RESISTOR 1.21 KOHM, INTERVAL 15 M. LEAD IN 10 M, TAIL 10 M ENDED BY CONNECTOR HERMA4 CABLE 3 WIRES WITH D LOOPS SPACED 1.3M. CARRYING HASP WIRING 1x6 SERIE
070000319	BRET. 6 SM4ULD BG2 TRIPOD BRETELLE DE 6 GEOPHONES SM4ULD FREQUENCE 10 HZ MONTES DANS BOITIER TYPE BG2 AVEC TRIPODE RESISTANCE 1.21KOHM, ESPACES DE 10M BRIN DE TETE 10M, BRIN DE QUEUE 10M TERMINE PAR UN CONNECTEUR HERMA4 CABLE 3 CONDUCTEURS AVEC ANNEAUX ESPACES DE 1.3M EPINGLE DE RAMASSAGE CABLAGE 1x6	ESP 5M TETE 10M QUEUE 10M HERMA4 STRING OF 6 GEOPHONES SM4ULD FREQUENCY 10 HZ ASSEMBLED IN HOUSING TYPE BG2 WITH TRIPOD RESISTOR 1.21 KOHM, INTERVAL 10 M. LEAD IN 10 M, TAIL 10 M ENDED BY CONNECTOR HERMA4 CABLE 3 WIRES WITH D LOOPS SPACED 1.3M. CARRYING HASP WIRING 1x6 SERIE
070000451	BRET. 6 SM4ULD BG2 POINTE 8CM BRETELLE DE 6 GEOPHONES SM4ULD FREQUENCE 10 HZ MONTES DANS BOITIER TYPE BG2 POINTE 8CM RESISTANCE 1.21KOHM, ESPACES DE 15M BRIN DE TETE 15M, BRIN DE QUEUE 15M TERMINE PAR UN CONNECTEUR HERMA4 CABLE 3 CONDUCTEURS AVEC ANNEAUX ESPACES DE 1.3M EPINGLE DE RAMASSAGE CABLAGE 1x6	ESP. 15M TETE QUEUE 15M H4 STRING OF 6 GEOPHONES SM4ULD FREQUENCY 10 HZ ASSEMBLED IN HOUSING TYPE BG2 SPIKE 8 CM RESISTOR 1.21 KOHM, INTERVAL 15 M. LEAD IN 15 M, TAIL 15 M ENDED BY CONNECTOR HERMA4 CABLE 3 WIRES WITH D LOOPS SPACED 1.3M. CARRYING HASP WIRING 1x6 SERIE
070000522	BRET 6 SM4ULD BG2 POINTE 8 CM BRETELLE DE 6 GEOPHONES SM4ULD FREQUENCE 10 HZ MONTES DANS BOITIER TYPE BG2 POINTE 8CM RESISTANCE 1.21KOHM, ESPACES DE 5M BRIN DE TETE 2.5M TERMINE PAR UN CONNECTEUR HERMA4 CABLE 3 CONDUCTEURS AVEC ANNEAUX ESPACES DE 1.3M EPINGLE DE RAMASSAGE CABLAGE SERIE	ESP. 5M TETE 2.5M STRING OF 69 GEOPHONES SM4ULD FREQUENCY 10 HZ ASSEMBLED IN HOUSING TYPE BG2 SPIKE 8 CM RESISTOR 1.21 KOHM, INTERVAL 5 M. LEAD IN 2.5 M ENDED BY CONNECTOR HERMA4 CABLE 3 WIRES WITH D LOOPS SPACED 1.3M. CARRYING HASP WIRING SERIES

Famille: 726 BRETELLE

S/Famille: 20 GEOPHONES TERRESTRES

Code

070000145 BRET. 9 SM4ULD BG2 POINTE 8CM
BRETELLE DE 9 GEOPHONES SM4ULD
FREQUENCE 10 HZ MONTES DANS
BOITIER TYPE BG2 POINTE 8CM
RESISTANCE 1.21KOHM, ESPACES
DE 5M BRIN DE TETE 10M,
TERMINE PAR UN CONNECTEUR
HERMA4
CABLE 3 CONDUCTEURS AVEC
ANNEAUX ESPACES DE 1.3M
EPINGLE DE RAMASSAGE
CABLAGE 3x3

ESP 5M TETE 10M HERMA4
STRING OF 9 GEOPHONES SM4ULD
FREQUENCY 10 HZ ASSEMBLED IN
HOUSING TYPE BG2 SPIKE 8 CM
RESISTOR 1.21 KOHM, INTERVAL
5 M. LEAD IN 10 M
ENDED BY CONNECTOR HERMA4
CABLE 3 WIRES WITH D LOOPS
SPACED 1.3M - CARRYING HASP
WIRING 3x3

070000146 BRET. 9 GSC20D BG2 POINTE 8CM
BRETELLE DE 9 GEOPHONES GSC20D
FREQUENCE 10 HZ MONTES DANS
BOITIER TYPE BG2 POINTE 8CM
RESISTANCE 1.21KOHM, ESPACES
DE 5M BRIN DE TETE 10M,
TERMINE PAR UN CONNECTEUR
HERMA4
CABLE 3 CONDUCTEURS AVEC
ANNEAUX ESPACES DE 1.3M
EPINGLE DE RAMASSAGE
CABLAGE 3x3

ESP. 5M TETE 10M HERMA4
STRING OF 9 GEOPHONES GSC20D
FREQUENCY 10 HZ ASSEMBLED IN
HOUSING TYPE BG2 SPIKE 8 CM
RESISTOR 1.21 KOHM, INTERVAL
5 M. LEAD IN 10 M
ENDED BY CONNECTOR HERMA4
CABLE 3 WIRES WITH D LOOPS
SPACED 1.3M - CARRYING HASP
WIRING 3x3

070000633 BRET. 9 SM4U LD BG2 POINTE 8CM
BRETELLE DE 9 GEOPHONES SM4ULD
FREQUENCE 10 HZ MONTES DANS
BOITIER TYPE BG2 POINTE 8CM
RESISTANCE 1.21KOHM, ESPACES
DE 5M BRIN DE TETE, QUEUE 10
M TERMINE PAR UN CONNECTEUR
HERMA4
CABLE 3 CONDUCTEURS AVEC
ANNEAUX ESPACES DE 1.3M
EPINGLE DE RAMASSAGE
CABLAGE 3x3

TETE QUEUE 10M HERMA4
STRING OF 9 GEOPHONES SM4ULD
FREQUENCY 10 HZ ASSEMBLED IN
HOUSING TYPE BG2 SPIKE 8 CM
RESISTOR 1.21 KOHM, INTERVAL
5 M. LEAD IN AND TAIL 10 M
ENDED BY CONNECTOR HERMA4
CABLE 3 WIRES WITH D LOOPS
SPACED 1.3M - CARRYING HASP
WIRING 3x3

Famille: 726 BRETELLE

S/Famille: 20 GEOPHONES TERRESTRES

Code

070000147 BRET. 9 SM4ULD BG2 POINTE 8CM ESP 5M TETE 10M MUELLER CLIP
BRETELLE DE 9 GEOPHONES SM4ULD STRING OF 9 GEOPHONES SM4ULD
FREQUENCE 10 HZ MONTES DANS FREQUENCY 10 HZ ASSEMBLED IN
BOITIER TYPE BG2 POINTE 8CM HOUSING TYPE BG2 SPIKE 8 CM
RESISTANCE 1.21KOHM, ESPACES RESISTOR 1.21 KOHM, INTERVAL
DE 5M BRIN DE TETE 10M, 5 M. LEAD IN 10 M
TERMINE PAR UN CONNECTEUR ENDED BY CONNECTOR MUELLER CLIP
MUELLER CLIP CABLE 3 WIRES WITH D LOOPS
CABLE 3 CONDUCTEURS AVEC SPACED 1.3M - CARRYING HASP
ANNEAUX ESPACES DE 1.3M WIRING 3x3
EPINGLE DE RAMASSAGE
CABLAGE 3x3

070000148 BRET. 9 GSC20DX BG2 POINTE 8CM ESP 5M TETE 10M MUELLER CLIP
BRETELLE DE 9 GEOPHONES GSC20D STRING OF 9 GEOPHONES GSC20DX
FREQUENCE 10 HZ MONTES DANS FREQUENCY 10 HZ ASSEMBLED IN
BOITIER TYPE BG2 POINTE 8CM HOUSING TYPE BG2 SPIKE 8 CM
RESISTANCE 1.21KOHM, ESPACES RESISTOR 1.21 KOHM, INTERVAL
DE 5M BRIN DE TETE 10M, 5 M. LEAD IN 10 M
TERMINE PAR UN CONNECTEUR ENDED BY CONNECTOR MUELLER CLIP
MUELLER CLIP CABLE 3 WIRES WITH D LOOPS
CABLE 3 CONDUCTEURS AVEC SPACED 1.3M - CARRYING HASP
ANNEAUX ESPACES DE 1.3M WIRING 3x3
EPINGLE DE RAMASSAGE
CABLAGE 3x3

Famille: 726 BRETELLE

S/Famille: 20 GEOPHONES TERRESTRES

Code

070000115	BRET. 12 SM4ULD BG2 POINTE 8CM BRETELLE DE 12 GEOPHONES SM4ULD FREQUENCE 10 HZ MONTES DANS BOITIER TYPE BG2 POINTE 8CM RESISTANCE 1.21KOHM, ESPACES DE 5M BRIN DE TETE 10M, TERMINE PAR UN CONNECTEUR HERMA4 CABLE 3 CONDUCTEURS AVEC ANNEAUX ESPACES DE 1.3M EPINGLE DE RAMASSAGE CABLAGE 3x4	ESP. 5M TETE 10M HERMA4 STRING OF 12 GEOPHONES SM4ULD FREQUENCY 10 HZ ASSEMBLIED IN HOUSING TYPE BG2 SPIKE 8 CM RESISTOR 1.21 KOHM, INTERVAL 5 M. LEAD IN 10 M ENDED BY CONNECTOR HERMA4 CABLE 3 WIRES WITH D LOOPS SPACED 1.3M . CARRYING HASP WIRING 3x4
070000129	BRET. 12 SM4ULD BG2 POINTE 8CM BRETELLE DE 12 GEOPHONES SM4ULD FREQUENCE 10 HZ MONTES DANS BOITIER TYPE BG2 POINTE 8CM RESISTANCE 1.21KOHM, ESPACES DE 5M BRIN DE TETE 10M, BRIN DE QUEUE 10M TERMINE PAR UN CONNECTEUR HERMA4 CABLE 3 CONDUCTEURS AVEC ANNEAUX ESPACES DE 1.3M EPINGLE DE RAMASSAGE CABLAGE 3x4	ESP. 5M QUEUE TETE 10M HERMA4 STRING OF 12 GEOPHONES SM4ULD FREQUENCY 10 HZ ASSEMBLIED IN HOUSING TYPE BG2 SPIKE 8 CM RESISTOR 1.21 KOHM, INTERVAL 5 M. LEAD IN 10 M, TAIL 10M ENDED BY CONNECTOR HERMA4 CABLE 3 WIRES WITH D LOOPS SPACED 1.3M . CARRYING HASP WIRING 3x4
070000142	BRET. 12 SM4ULD BG2 TRIPODE BRETELLE DE12 GEOPHONES SM4ULD FREQUENCE 10 HZ MONTES DANS BOITIER TYPE BG2 AVEC TRIPODE RESISTANCE 1.21KOHM, ESPACES DE 10M BRIN DE TETE 15M, BRIN DE QUEUE 15M TERMINE PAR DEUX CONNECTEUR HERMA4 CABLE 3 CONDUCTEURS AVEC ANNEAUX ESPACES DE 1.3M EPINGLE DE RAMASSAGE CABLAGE 3x4	ESP. 10M TETE QUEUE 15M 2H4 STRING OF 12 GEOPHONES SM4ULD FREQUENCY 10 HZ ASSEMBLIED IN HOUSING TYPE BG2 WITH TRIPOD RESISTOR 1.21 KOHM, INTERVAL 10 M. LEAD IN 15 M, TAIL 15M ENDED BY TWO CONNECTORS HERMA4 CABLE 3 WIRES WITH D LOOPS SPACED 1.3M . CARRYING HASP WIRING 3x4
070000151	BRET. 12 GSC20D BG2 POINTE 8CM BRETELLE DE12 GEOPHONES GSC20D FREQUENCE 10 HZ MONTES DANS BOITIER TYPE BG2 POINTE 8CM RESISTANCE 1.21KOHM, ESPACES DE 5M BRIN DE TETE 10M, TERMINE PAR UN CONNECTEUR HERMA4 CABLE 3 CONDUCTEURS AVEC ANNEAUX ESPACES DE 1.3M EPINGLE DE RAMASSAGE CABLAGE 12x1	ESP. 5M TETE 10M HERMA4 STRING OF 12 GEOPHONES GSC20DX FREQUENCY 10 HZ ASSEMBLIED IN HOUSING TYPE BG2 SPIKE 8 CM RESISTOR 1.21 KOHM, INTERVAL 5 M. LEAD IN 10 M ENDED BY CONNECTOR HERMA4 CABLE 3 WIRES WITH D LOOPS SPACED 1.3M . CARRYING HASP WIRING 1x12

Famille: 726 BRETELLE

S/Famille: 20 GEOPHONES TERRESTRES

Code

070000152	<p>BRET. 12SM4ULD BG2 POINTE 8CM BRETELLE DE12 GEOPHONES SM4ULD FREQUENCE 10 HZ MONTES DANS BOITIER TYPE BG2 POINTE 8CM RESISTANCE 1.21KOHM, ESPACES DE 5M BRIN DE TETE ET QUEUE 5M TERMINE PAR UN CONNECTEUR HERMA4 CABLE 3 CONDUCTEURS AVEC ANNEAUX ESPACES DE 1.3M EPINGLE DE RAMASSAGE CABLAGE 12x1</p>	<p>ESP. 5M TETE 5M QUEUE 5M H4 STRING OF 12 GEOPHONES SM4ULD FREQUENCY 10 HZ ASSEMBLIED IN HOUSING TYPE BG2 SPIKE 8 CM RESISTOR 1.21 KOHM, INTERVAL 5 M. LEAD IN 5M TAIL 5M ENDED BY CONNECTOR HERMA4 CABLE 3 WIRES WITH D LOOPS SPACED 1.3M . CARRYING HASP WIRING 1x12</p>
070000318	<p>BRET. 12 SM4U LD POINTE 8CM + BRETELLE DE12 GEOPHONES SM4ULD FREQUENCE 10 HZ MONTES DANS BOITIER TYPE BG2 POINTE 8CM ET TRIPODE RESISTANCE 1.21KOHM ESPACES DE 5M BRIN DE TETE 10M TERMINE PAR UN CONNECTEUR HERMA4 CABLE 3 CONDUCTEURS AVEC ANNEAUX ESPACES DE 1.3M EPINGLE DE RAMASSAGE CABLAGE 4x3</p>	<p>TRIPOD ESPAC. 5M HERMA 4 10M STRING OF 12 GEOPHONES SM4ULD FREQUENCY 10 HZ ASSEMBLIED IN HOUSING TYPE BG2 SPIKE 8 CM AND TRIPOD RESISTOR 1.21KOHM INTERVAL 5M LEAD IN 10M ENDED BY CONNECTOR HERMA4 CABLE 3 WIRES WITH D LOOPS SPACED 1.3M . CARRYING HASP WIRING 4x3</p>
070000320	<p>BRET. 12 SM4ULD BG2 8CM R=375 BRETELLE DE12 GEOPHONES SM4ULD FREQUENCE 10 HZ MONTES DANS BOITIER TYPE BG2 POINTE 8CM RESISTANCE 1.21KOHM, ESPACES DE 12M BRIN DE TETE 12M TERMINE PAR UN CONNECTEUR HERMA4 CABLE 3 CONDUCTEURS AVEC ANNEAUX ESPACES DE 1.3M EPINGLE DE RAMASSAGE CABLAGE 3x4</p>	<p>ESP. 12M TETE 12M HERMA4 STRING OF 12 GEOPHONES SM4ULD FREQUENCY 10 HZ ASSEMBLIED IN HOUSING TYPE BG2 SPIKE 8 CM RESISTOR 1.21 KOHM, INTERVAL 12 M. LEAD IN 12M ENDED BY CONNECTOR HERMA4 CABLE 3 WIRES WITH D LOOPS SPACED 1.3M . CARRYING HASP WIRING 3x4</p>
070000450	<p>BRET. 12 SM4U LD TRIPODE ESP. BRETELLE DE12 GEOPHONES SM4ULD FREQUENCE 10 HZ MONTES DANS BOITIER TYPE BG2 AVEC TRIPODE RESISTANCE 1.00KOHM, ESPACES DE 10M BRIN DE TETE 15M, BRIN DE QUEUE 15M TERMINE PAR DEUX CONNECTEUR HERMA4 CABLE 3 CONDUCTEURS AVEC ANNEAUX ESPACES DE 1.3M EPINGLE DE RAMASSAGE CABLAGE 12x1</p>	<p>10M TETE QUEUE 15M 2H4 R=1KH STRING OF 12 GEOPHONES SM4ULD FREQUENCY 10 HZ ASSEMBLIED IN HOUSING TYPE BG2 WITH TRIPOD RESISTOR 1.00 KOHM, INTERVAL 10 M. LEAD IN 15 M, TAIL 15M ENDED BY TWO CONNECTORS HERMA4 CABLE 3 WIRES WITH D LOOPS SPACED 1.3M . CARRYING HASP WIRING 12 IN SERIES</p>

Famille: 726 BRETELLE

S/Famille: 20 GEOPHONES TERRESTRES

Code

070000149 BRET. 12 GSC20D BG2 POINTE 8CM ESP. 5M TETE 10M MUELLER CLIP
BRETELLE DE12 GEOPHONES GSC20D STRING OF 12 GEOPHONES GSC20DX
FREQUENCE 10 HZ MONTES DANS FREQUENCY 10 HZ ASSEMBLED IN
BOITIER TYPE BG2 POINTE 8CM HOUSING TYPE BG2 SPIKE 8 CM
RESISTANCE 1.21KOHM, ESPACES RESISTOR 1.21 KOHM, INTERVAL
DE 5M BRIN DE TETE 10M, 5 M. LEAD IN 10 M ENDED
TERMINE PAR BY CONNECTOR MUELLER CLIP
UN CONNECTEUR MUELLER CLIP CABLE 3 WIRES WITH D LOOPS
CABLE 3 CONDUCTEURS AVEC SPACED 1.3M. CARRYING HASP
ANNEAUX ESPACES DE 1.3M WIRING 1X12
EPINGLE DE RAMASSAGE
CABLAGE 12X1

070000150 BRET. 12 GSC20D BG2 POINTE 8CM ESP. 5M TETE 5M MUELLER CLIP
BRETELLE DE12 GEOPHONES GSC20D STRING OF 12 GEOPHONES GSC20DX
FREQUENCE 10 HZ MONTES DANS FREQUENCY 10 HZ ASSEMBLED IN
BOITIER TYPE BG2 POINTE 8CM HOUSING TYPE BG2 SPIKE 8 CM
RESISTANCE 1.21KOHM, ESPACES RESISTOR 1.21 KOHM, INTERVAL
DE 5M BRIN DE TETE 5 M, 5 M. LEAD IN 5 M ENDED
TERMINE PAR BY CONNECTOR MUELLER CLIP
UN CONNECTEUR MUELLER CLIP CABLE 3 WIRES WITH D LOOPS
CABLE 3 CONDUCTEURS AVEC SPACED 1.3M. CARRYING HASP
ANNEAUX ESPACES DE 1.3M WIRING 1X12
EPINGLE DE RAMASSAGE
CABLAGE 12X1

Famille: 726 BRETELLE

S/Famille: 30 GEOPHONES MARAIS

Code

070000424 BRET. MARAIS 12 GSC20DX EM2 8CM TETE 5M H4 ESP. 5M DES.0.65
BRETELLE DE12 GEOPHONES GSC20D STRING OF 12 GEOPHONES GSC20DX
FREQUENCE 10HZ MONTES DANS FREQUENCY 10 HZ. ASSEMBLED IN
BOITIER TYPE BM2 POINTE 8CM HOUSING TYPE BM2 SPIKE 8 CM
RESISTANCE 1.21KOHM, ESPACES RESISTOR 1.21 KOHM, INTERVAL
DE 5M BRIN DE TETE 5 M. 5 M. LEAD IN 5 M ENDED BY
TERMINE PAR UN CONNECTEUR CONNECTOR HERMA4, DROP 0.65M
HERMA 4, DESCENTE 0.65M CABLE 3 WIRES WITH D LOOPS
CABLE 3 CONDUCTEURS AVEC SPACED 1.3M. CARRYING HASP
ANNEAUX ESPACES DE 1.3M WIRING 1X12
EPINGLE DE RAMASSAGE
CABLAGE 12X1

070000438 BRET. MAR. 12 GSC20D BM2 15CM ESP. 5M DESC. 2.5M TETE 5M H4
BRETELLE DE12 GEOPHONES GSC20D STRING OF 12 GEOPHONES GSC20DX
FREQUENCE 10 HZ MONTES DANS FREQUENCY 10 HZ ASSEMBLED IN
BOITIER TYPE BM2 POINTE 15 CM HOUSING TYPE BM2 SPIKE 15 CM
RESISTANCE 1.21KOHM, ESPACES RESISTOR 1.21 KOHM, INTERVAL
DE 5M BRIN DE TETE 5 M, 5 M. LEAD IN 5 M ENDED BY
TERMINE PAR UN CONNECTEUR CONNECTOR HERMA4, DROP 2.5 M
HERMA 4, DESCENTE 2.5 M CABLE 3 WIRES WITH D LOOPS
CABLE 3 CONDUCTEURS AVEC SPACED 1.3M . CARRYING HASP
ANNEAUX ESPACES DE 1.3M WIRING 1x12
EPINGLE DE RAMASSAGE
CABLAGE 12x1

CODE
-----070000475 ADAPTATEUR 12 10S/2 HERMA4
-----070000476 ADAPTATEUR 12 35/3MCA
-----070000478 ADAPTATEUR 12 35/2 HERMA4
-----070000481 ADAPTATEUR 12 35/MCA
-----070000473 ADAPTATEUR BC35/2HERMA4
-----070000474 HERMA4/2 HERMA4
-----070000477 ADAPTATEUR HERMA4/3HERMA4
-----070000479 HERMA4/ HERMA4 LONGUEUR 50M
-----070000480 ADAPTATEUR HERMA4/MCA

Vibrators

AMG P 23/M27

AMG P 28/M28

OPSEIS EAGLE

1. MAIN EQUIPMENT

- A. Opseis Eagle Universal Central
Recording Station (CRS) Compatible for
Use with all energy sources (2005450-999)
Equipment consist of:
- OPSEIS Seismic Processing Unit Model 915 (2005264-002)
(Includes 8 - 2 Meg DRP Boards)
 - OPSEIS Operator Display Terminal Model 930 (2006009-001)
 - OPSEIS 3480 1/2" Cartridge Tape Drive (2006007-002)
 - OPSEIS Plotter, 11 inch (OYO GS 612) Model 935 (2006008-001)
 - OPSEIS RF Unit Model 911 (2006895-001)
 - Software Selectable Digital Notch and Low-Cut Filters
 - One (1) Set YAGI CRS Antennas, 110 V Rotors, and Wiring Harness
(2005660-001)
 - 3 FT 110V CRS Equipment Cabinet (2006006-001)
 - 110V UPS Power Backup System
 - Vibroseis Interface 0
Consisting of:
 - Surface Excitation Interface Unit Model 925 (2005449-003)
 - Correlation Software and Hardware
 - CRS Software
 - Cable Set
- B. Opseis Eagle Universal Seismic
(6 Channels)
(4 Channels)
(2 Channels)
Acquisition Remote Unit (SAR) Model 813/6
(each accommodates 6 recording channels)
This configuration provides 1000 channels
plus 50% roll along. (2006001-999)
Each SAR consist of:
- Case, PRC (2005801-999)
 - SAR Transceiver (2005214-999)
 - 6 Channel - 24 Bit SAR Logic Unit (2006002-066)
 - Antenna Assembly, Yagi w/Poles, Dom, 6NC (2006004-003)
& Cover Bag (2005728-001)
 - No Audio Kit (2006025-001)
 - Solar Panel and 10 AH Battery
- C. RF Blastor Model 815/816 (Radio
Controlled Shooting Device) (2005662-002)
with Voice Communication
- D. Battery Charger, 10AH, 110V, Model 715
(36 SAR Charging Capability) (2005377-003)
- E. Manuals

TOTAL MAIN EQUIPMENT

II. OPTIONS

- A. Antenna Mast (60 ft.) (1110000-015)
- B. Antenna Mast Spares (2005580-001)
- C. Portable CRS Cases (2006011-001)
\$16,474

III. OPTIONAL TEST EQUIPMENT & SPARES

- A. OPSEIS 110 V Eagle SAR Tester
\$104,500
(2005403-001)
- B. OPSEIS 110/220V Eagle SAR Tester
(2005403-003)
- C. OPSEIS 110 V Transceiver Maintenance
\$93,500
Equipment (2005554-001)
consisting of:
 - Computer System (1192004-001)
 - RF Tester (2005445-001)
 - RF Alignment Fixture (2006169-001)
 - IFR Spectrum Analyzer Mdl A-7550 (2005556-001)
 - Leader Power Supply Mdl A-LPS-164A (1481007-005)
 - BK Precision Function Gen. Adl 3011B (1343000-010)
 - BK Precision Freq. Counter Mdl 1856 (1343000-011)
 - Tektronix Oscilloscope Mdl 2445B (1343000-001)
 - Wavetak Signal Generator Mdl 2510A (2005555-001)
 - Bird Wattmeter Mdl 43 (2005557-001)
- D. Power Unit Capacity Tester
(Provides 8 SAR Capability) (2005363-003)
- E. Deployment Aid model 710
(2005558-002)
- F. L.C. Tester (2006063-001)
- G. Standard System Spares
 - 1. CRS Spares (2005550-999)
Attachment A
 - 2. SAR Spares (2005559-999)
Attachment B
 - 3. Vibrosais Spares (2006103-999)
Attachment C

H. Expanded System Spares

1. CRS Spares (2005550-999)
Attachment A
2. SAR Spares (2005559-999)
Attachment B
3. OPSEIS System Component Spares
Attachment C
4. CRS/SAR Tester Spare Parts
Attachment D
5. Vibrosais Spares (2006103-999)
Attachment E
6. Pelton Spares 0
Attachment F 0

OPSEIS PRODUCT QUOTATION

Standard System Spares
Attachment A
Board Level Spares for CRS

Description	Part No.
Data Display IOC	2001235-001
DO Graphic Processor	2009536-001
Operator Display IOC	2001230-001
VME Hard Disk Module	2009904-001
Global Bus System Processor	2009817-001
4 MB Ram	2009821-001
RF IOC 2	2009915-001
Mag Tape IOC 2	2009845-001
CRS RF Interface	2005237-001
Data Receiver Processor	2005789-001
Octal Serial Port	2009837-001
Transmit/Receive Switch	2005248-001
Spectrum Analyzer	2005249-001
CRS Receivers	2005246-002
CRS Transmitter	2005247-003

TOTAL BOARD LEVEL SPARES FOR CRS
ITEM III.G.1, MAIN QUOTATION

Standard System Spares
Attachment B
Board Level Spares for SAR

Description	Part No.
SAR 24 Bit Digital Board	2005201-001
SAR Battery Pack	2005203-001
SAR 24 Bit Analog Board	2005736-001
SAR 24 Bit Motherboard	2005688-001
SAR 24 Bit Power Regulator	2006108-001
SAR Power Converter w/Long Sleep	2005210-002
Antenna Assembly, Yagi w/Poles. Dom, BNC	2006004-003
Complete Transceiver	2005214-999
Solar Panel (Standard)	2009933-001

TOTAL BOARD LEVEL SPARES FOR SAR
ITEM III.G.2, MAIN QUOTATION

Standard System Spares
Attachment C
Board Level Spares for Vibroseis

Description	Part No.
SEIU Interface	2009769-001
Octal Sanal Bd	2009837-001
Dual Power Supply 24V	1481008-001

TOTAL BOARD LEVEL SPARES FOR VIBROSEIS
ITEM III.G.3, MAIN QUOTATION

EXPANDED SYSTEM SPARES
ATTACHMENT A
BOARD LEVEL SPARES FOR CRS

Description	Part No.
Oyo Plotter Spares (Detailed List Available upon Request)	2005549-001
Data Display IOC	2001235-001
DD Graphic Processor	2009536-001
Operator Display IOC	2001230-001
OPSEIS 3480 1/2" Cartridge Tape Drive	1191017-001
VME Hard Disk Module	2009904-001
Global Bus System Processor	2009817-001
4 MB Ram	2009821-001
RF IOC 2	2009915-001
Mag Tape IOC 2	2009845-001
CRS RF Interface	2005237-001
Data Receiver Processor	2005789-001
Octal Serial Port	2009837-001
Transmit/Receive Switch	2005248-001
Spectrum Analyzer	2005249-001
Set of Internal & External Cables	2005551-001
CRS Receivers	2005246-002
CRS Transmitter	2005247-003
SPU Power Supply	1481000-001
RF Unit 12V Power Supply	1481000-009
RF Unit 5V Power Supply	1481000-010

TOTAL BOARD LEVEL SPARES FOR CRS
ITEM III.H.1, MAIN QUOTATION

EXPANDED SYSTEM SPARES
ATTACHMENT B
BOARD LEVEL SPARES FOR SAR

A. ELECTRONIC ENCLOSURE

Description	Part Number	Qty.
SAR 24 Bit Digital Board	2005201-001	13
SAR Battery Pack	2005203-001	20
"BNC" Type Antenna Connector	C64097	13
Geophone Jumper Connectors - Mating	1215000-029	25
SAR 24 Bit Analog Board	2005736-001	15
SAR 24 Bit Motherboard	2005688-001	13
SAR 24 Bit Power Regulator	2006108-001	13
SAR Power Converter w/Long Sleep	2005210-002	13
SAR Internal Cable Set (Standard)	2005578-001	13
Antenna Assembly, Yagi w/Poles, Dom, BNC	2006004-003	15
Complete Transceiver	2005214-999	13
Solar Panel (Standard)	2009933-001	13
Male Wirelink Connectors	1215000-037	13
Female Wirelink Connectors	1215000-039	25

TOTAL BOARD LEVEL SPARES FOR SAR
ITEM III.H.2, MAIN QUOTATION

EXPANDED SYSTEM SPARES
ATTACHMENT D
CRS/SAR TESTER SPARES

Description	Part Number
Emulator Board	2009399-001
Set External Cables	2009566-008
Global Bus System Processor	2009817-002
RF Tester Interface	2005258-001
6 Ch. Test Signal Synthesizer	2005722-001
Data Receiver Processor (.5 Meg)	2009892-002
68000 POD Cable	1682010-001
SAR System Interface	2009396-002
TOTAL CRS/SAR TESTER SPARES	
ITEM III.H.4, MAIN QUOTATION	

SCHEDULE 3A
GENERAL CONDITIONS OF SALE

FORWARD

The General Conditions of Sale herein strictly govern SERCEL's relations with, and Orders placed by, the Client.

ARTICLE 1 - ORDERS

Orders must be sent to SERCEL in writing or be confirmed by fax or telex. Orders and commitments only become binding on written acceptance by SERCEL and under the conditions defined by this acceptance and by the present General Conditions. Any General Purchase Conditions and/or any particular purchase conditions on the Client's purchase order which are inconsistent with the acceptance conditions and/or the General Conditions herein will be considered to be null and void.

ARTICLE 2 - PRICES

Prices quoted on the order acceptance are firm and are not subject to revision, unless there is a specific clause to the contrary. SERCEL reserves the right to revise its prices in the event of delivery being suspended or delayed as a result of the non-performance of his obligations by the Client. Prices quoted on the order acceptance are not inclusive of tax, packaging, transport and insurance costs. Additional costs are invoiced to the Client on delivery.

ARTICLE 3 - CONDITIONS OF PAYMENT

Unless stated to the contrary on the order acceptance and on the invoice, payment is made net 30 days after the invoice date. Non payment of an invoice within the time allowed gives SERCEL the authority to suspend all deliveries.

ARTICLE 4 - TIME LIMITS

Delivery dates are given for information only and do not take account of transport time. A delay does not justify the order being canceled or give cause for penalties for late delivery or damages.

ARTICLE 5 - DELIVERY

The goods are delivered to the Client by the carrier to the place indicated on the order and under the conditions stipulated on the order acceptance. Partial deliveries are permitted. SERCEL reserves the right to suspend any delivery if the Client is behind schedule with payment.

ARTICLE 6 - TRANSFER OF RISKS - TRANSPORT

The risks are transferred to the Client at latest from the day the goods are dispatched. Dispatch is made under the best possible conditions but does not incur the responsibility of SERCEL.

If dispatch of the goods is delayed through the fault of the client, the goods are then warehoused and handled, if necessary at the expense and risk of the Client. SERCEL declines any subsequent responsibility in this respect.

In the event of goods being partially dispatched, the risks transferred to the Client are those pertaining to the goods thus dispatched. Operations relating to transport, insurance, customs, handling and transport to site are at the expense and risk of the Client, who has to check the parcels or packages on their arrival and to take any necessary action against the carrier, the shipping agent or the forwarding agent even if the dispatch was to be made carriage free.

Any reserve raised by the Client must be indicated on the delivery note countersigned by the carrier or his employee and be confirmed by registered letter to the carrier within three workdays following the date of receipt, in accordance with article 105 of the French Commercial Code and a copy should be sent to SERCEL.

Non performance of these clauses will prevent any compensation, even partially, to the Client.

ARTICLE 7 - GUARANTEE

SERCEL guarantees the equipment it sells and supplies against any default or manufacturing and operating defect under the conditions and within the limits outlined below:

The guarantee only applies if the Client has met the general obligations set out in the General Conditions herein and/or in the conditions of the acceptance order.

The guarantee is strictly limited to SERCEL equipment and does not extend to supplies and accessories which SERCEL do not manufacture. The guarantee period is twelve (12) months starting from the date of delivery.

Once this period has expired, the guarantee is no longer valid.

SERCEL's obligation of guarantee shall apply only if the Client states that the default or defect has appeared under normal working conditions. The guarantee does not apply in the event of any fault, negligence, imprudence, lack of surveillance or maintenance, disregard for operating instructions or recommendations on the part of the Client.

Any guarantee is also excluded for incidents resulting from accidents force majeure, deterioration, replacements or repairs which result from normal wear and tear.

The guarantee is limited to the obligation to repair in SERCEL's workshops at its expense and in the best time-limits, equipment and spare parts supplied by SERCEL, recognized as defective by its technical services or its client service department and which have been sent free of charge. In respect thereof, SERCEL shall not be held liable for any damages to equipment other than those subject to the present General Conditions, nor for personal injury, death or any indirect damages and/or consequential losses such as but not limited to loss of revenues, loss of profit, loss of production or loss of clientele.

In order to claim the benefit of the guarantee, the Client must inform SERCEL without delay and in writing of the default or defects. The Client must give SERCEL or its agents the means needed to proceed with verifying the default or defects or remedying them.

The guarantee does not apply if the equipment is not returned to SERCEL in the state in which it became defective or if it has been modified or repaired attempted beforehand by a third party of the Client. Once it has been properly informed of the default or defect in its equipment, SERCEL shall remedy it within the best time-limits whilst reserving the right, if necessary, to modify all or part of the equipment, in order to meet its obligations.

The Client acknowledges that SERCEL shall not be responsible for damages caused by the Client as a result of the non-performance by the Client of its obligations as defined above.

SERCEL does not offer the Client any guarantee of industrial or economic results. SERCEL therefore denies any and all responsibility accordingly.

ARTICLE 8 - RETURNED GOODS

No goods shall be returned without the prior consent of SERCEL. Transport cost are payable by the Client.

ARTICLE 9 - RESERVATION OF TITLE

SERCEL retains full ownership of the delivered goods until the price, in principal and accessories has been paid in full.

In the event of non payment, of even part of the price in the given time, SERCEL reserves the right to demand the return of the goods of which the purchaser is only a depository until payment has been made in full in accordance, as relevant, with the provision of article 121 of the French law dated this 25.01.85.

SERCEL's right of ownership on delivered goods is by the present General Conditions expressly transferred to all merchandise manufactured from these products proportionately to their value.

In case SERCEL should be obliged to put the present clause of reservation of title into practice, it is expressly agreed that advances paid by the purchaser shall remain the property of SERCEL.

In the event of a clause excluding all reservation of title in favour of SERCEL is included in the orders, the general purchase conditions or any other document being issued by the Client, such clause will be considered not applicable with respect to SERCEL and cannot be used against it.

ARTICLE 10 - REEXPORTATION

Goods delivered under export licence or indicated as being subject to an export licence may not be exported without the authorization of the countries to which the equipment was delivered initially.

ARTICLE 11 - APPLICABLE LAW - JURISDICTION

The General Conditions of Sale herein and/or the conditions of the order acceptance are governed by French Law.
Any dispute or litigation arising from the General Conditions of Sale and/or the contract of sale will be submitted to the exclusive authority of the Tribunal de Commerce in Nantes.

SCHEDULE 3A

TERMS AND CONDITIONS OF SALE

1.) DELIVERY. Transportation expenses shall be paid by Buyer. Delivery to carrier shall constitute passage of title to Buyer irrespective of arrangements for transportation or insurance charges. Risk of loss shall pass to Buyer concurrently with passage of title.

2.) TAXES. Seller's prices do not include amounts for any sales, use, excise, or similar taxes. Buyer shall pay, in addition to Seller's prices, the amount of any present or future such tax applicable to the sale or use of the goods or, in lieu of such payment, provide Seller with a tax exemption certificate acceptable to the taxing authorities.

3.) SHORTAGE. Buyer must inspect goods promptly upon receipt and must submit any claim for shortage within thirty days after receipt or any such claim shall be waived.

4.) LIMITED WARRANTY. Seller warrants the goods against defects in workmanship or materials under normal use for twelve months from date of initial operation or eighteen months from the date of shipment, whichever is earlier, subject to the following limitations, provisions and exceptions:

a.) Seller's sole responsibility shall be, at its option, to repair or replace free of charge any parts or equipment found to be defective provided that such parts or equipment are returned prepaid by Buyer to Seller's facility in Tulsa, Oklahoma. Any time and expenses of Seller's personnel for site travel and diagnosis under this warranty shall be paid by Buyer.

b.) Goods repaired and parts replaced during the warranty period shall be in warranty for the remainder of the original warranty period.

c.) Hardware manufactured by others which is expressly specified by Buyer to be supplied with Seller's goods under this contract is warranted in accordance with the published warranty of its manufacturer, to the extent Seller has the right to such warranty.

d.) THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED; AND SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OF THE GOODS.

5.) PRODUCT SUPPORT.

a.) Seller's policy is that functionally interchangeable replacement parts will be available during the time a standard product is offered for sale.

b.) No guarantee of parts availability, repair capability, or functionally equivalent goods is offered for goods manufactured by others and supplied with Seller's goods at Buyer's express request.

6.) PATENT INFRINGEMENT. Seller shall defend Buyer and pay any damages assessed against Buyer in any suit based on any claim that goods manufactured by Seller and furnished under this contract constitute an infringement of a valid United States patent, provided that Buyer gives Seller prompt written notice of such claim and permits Seller to assume defense of the suit. As an alternative, Seller may, at its option and expense, procure for Buyer the right to continue using such goods, modify the goods to avoid infringement, or replace the goods with non-infringing goods. Buyer agrees that Seller shall not be liable if infringement is based upon the use of the goods in connection with goods manufactured by others or in a manner for which the goods were not designed or if the goods were designed by the Buyer or were modified by or for the Buyer in a manner to cause them to become infringing.

7.) LIMITATION OF LIABILITY. Seller will, at Buyer's request, submit Certificates of Insurance showing limits of coverage. Seller agrees to indemnify and save harmless Buyer only against liability imposed on Buyer by law with respect to bodily injury or property damage to the extent such liability results from Seller's performance under this contract. Seller shall have no liability for any loss or damage resulting from Buyer's or third parties negligence, misuse, or misapplication of the goods furnished. In no event shall Seller be liable for any consequential damages of any nature whatsoever or any loss of income or profits.

8.) FORCE MAJEURE. Seller shall not be liable for any default in the

performance of any obligation contained in, or related to, this contract, to the extent that performance is affected by any cause or causes reasonably beyond the control of Seller, including but not limited to acts of God, any law, rule, regulation of or any act or request of any governmental authority or agency, failure of any contractor or supplier, fire, storm, flood, earthquake, explosion, accidents, acts of the public enemy, riot, labor dispute, labor or material shortage, and or delays in transportation.

9.) CANCELLATION BY BUYER. If Buyer cancels this agreement or refuses delivery of the goods, Buyer shall be liable for and shall pay to Seller all expenses incurred or committed to by Seller prior to cancellation and Seller's profit to the same extent as if Buyer had accepted delivery of the finished goods.

10.) COMPLETE AGREEMENT. These terms and conditions, and the documents to which they are attached, constitute the entire agreement between the parties regarding the sale and purchase of the goods and/or services to be performed and no other promises or agreements shall be of any force or effect unless put in writing and agreed to by both parties. THE VALIDITY, INTERPRETATION, AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OKLAHOMA, U.S.A.

11.) STORAGE. Buyer agrees to pay Seller a storage charge of 1% of the total purchase price per month, or prorated portion thereof for a part of a month, for goods not authorized for shipment by Buyer within fourteen days following either the specified delivery date or the date the Buyer is notified that the same are ready for shipment, whichever is later.

12.) SOFTWARE. If software is provided hereunder, Buyer is granted a non-exclusive license only for Buyer's use of Seller's software on the system for or with which said software was provided. Such license and programs or materials to which it applies may not be assigned, sub-licensed, or otherwise transferred by Buyer without prior written consent of Seller. Software supplied by Seller which is licensed by Seller from third parties shall be provided to Buyer subject to terms of an applicable sublicense agreement. All software supplied hereunder remains the property of Seller (or other licensor if applicable).

13.) ASSIGNMENT. These terms shall be binding upon and shall accrue to the benefit of the parties hereto and their respective assigns and successors in interest; provided, however, neither party may assign this agreement, or any of its interests herein, without the prior written consent of the other party.

SCHEDULE 3B

OPSEIS

- * ALL NEW OPSEIS ITEMS MANUFACTURED WITH THE EXCEPTION OF ANY OBSOLETE PRODUCTS ARE OFFERED AT A 10% DISCOUNT TO THE LIST PRICES.
- * SPARE PARTS AS IDENTIFIED ON THE THEN VALID PRODUCT LISTING ARE OFFERED AT A 10% DISCOUNT TO THE LIST PRICES.
- * ONE TIME OFFER FOR THE PURCHASE OF 720 CHANNELS OF OPSEIS SAR'S AT 14% DISCOUNT.

AMG

- * ALL NEW AMG SN388 CABLE AND GEOPHONE PRODUCTS WITH THE EXCEPTION OF ANY OBSOLETE PRODUCTS ARE OFFERED AT A 12% DISCOUNT TO THE LIST PRICES.
- * ALL NEW AMG VIBRATOR PRODUCTS AND VIBRATOR SPARE PARTS WITH THE EXCEPTION OF ANY OBSOLETE PRODUCTS ARE OFFERED AT A 8% DISCOUNT TO THE LIST PRICE.
- * ALL NEW AMG DOWNHOLE VSP TOOLS WITH THE EXCEPTION OF ANY OBSOLETE PRODUCTS ARE OFFERED AT A 8% DISCOUNT TO THE LIST PRICE.
- * THE SST PRODUCT LINE IS EXCLUDED FROM THIS AGREEMENT.

SERCEL

- * ALL NEW SERCEL GEOPHYSICAL PRODUCTS MANUFACTURED WITH THE EXCEPTION OF ANY OBSOLETE PRODUCTS ARE OFFERED AT A 15% DISCOUNT TO THE LIST PRICES.
- * SPARE PARTS AS IDENTIFIED ON THE THEN VALID PRODUCT LISTINGS ARE OFFERED AT A 10% DISCOUNT TO THE LIST PRICES.

SCHEDULE 4

REFERENCE NO.	DESCRIPTION	DATE		QTY.
1649072919A	CD488B Cartridge Drive #11	05/95	Total Quantity CD488B:	2
1649072919A	CD488B Cartridge Drive #15	05/95		
1A11072933A	HCI Screen & Processor Assbly Parts	05/95		1
1A11071235A	HC1388 CD & Cartridge Assbly Parts	05/95		1
1A40069228A	SN388 Station Unit (SU-1) #101543	05/95	Total Quantity SU-1:	2
1A40069228A	SN388 Station Unit (SU-1) #101544	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4001	05/95	Total Quantity SU-6:	97
1A40069230A	SN388 Station Unit (SU-6) #4002	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4003	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4004	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4005	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4006	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4008	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4009	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4010	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4011	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4012	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4013	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4014	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4015	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4016	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4017	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4018	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4019	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4020	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4021	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4022	05/95		
1A40069230A	SN388 Station Unit (SU-6) #3788	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4024	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4025	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4026	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4027	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4028	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4029	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4030	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4031	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4032	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4033	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4034	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4036	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4037	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4038	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4039	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4040	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4041	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4042	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4043	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4045	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4046	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4047	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4048	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4049	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4050	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4051	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4052	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4053	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4054	05/95		
1A40069230A	SN388 Station Unit (SU-6) #4055	05/95		

SCHEDULE 4

REFERENCE NO.	DESCRIPTION	DATE	QTY.
1A40069230A	SN388 Station Unit (SU-6) #4056	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4057	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4058	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4059	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4060	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4061	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4062	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4063	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4064	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4065	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4066	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4067	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4068	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4069	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4070	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4071	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4072	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4073	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4074	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4075	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4076	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4077	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4078	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4079	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4080	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4081	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4082	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4083	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4084	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4085	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4086	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4087	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4088	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4089	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4090	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4091	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4092	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4093	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4094	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4095	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4096	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4097	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4098	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4099	05/95	
1A40069230A	SN388 Station Unit (SU-6) #4100	05/95	
1A41069500A	SN388 Power Station Unit (PSU)#624	05/95	
1A41069500A	SN388 Power Station Unit (PSU)#626	05/95	
1A41069500A	SN388 Power Station Unit (PSU)#629	05/95	
1A41069500A	SN388 Power Station Unit (PSU)#635	05/95	
1A41069500A	SN388 Power Station Unit (PSU)#636	05/95	
1A41069500A	SN388 Power Station Unit (PSU)#638	05/95	
1A41069500A	SN388 Power Station Unit (PSU)#639	05/95	
1A41069500A	SN388 Power Station Unit (PSU)#640	05/95	
1A41069500A	SN388 Power Station Unit (PSU)#641	05/95	
1A41069500A	SN388 Power Station Unit (PSU)#642	05/95	
1A41069500A	SN388 Power Station Unit (PSU)#643	05/95	
1A41069500A	SN388 Power Station Unit (PSU)#644	05/95	
1A41069500A	SN388 Power Station Unit (PSU)#645	05/95	
		Total Quantity PSU:	13

SCHEDULE 4

REFERENCE NO.	DESCRIPTION	DATE	QTY.
1A45069496A	SN388 Crossing Station Unit (CSU)#302	05/95	Total Quantity CSU: 8
1A45069496A	SN388 Crossing Station Unit (CSU)#303	05/95	
1A45069496A	SN388 Crossing Station Unit (CSU)#304	05/95	
1A45069496A	SN388 Crossing Station Unit (CSU)#305	05/95	
1A45069496A	SN388 Crossing Station Unit (CSU)#306	05/95	
1A45069496A	SN388 Crossing Station Unit (CSU)#307	05/95	
1A45069496A	SN388 Crossing Station Unit (CSU)#308	05/95	
1A45069496A	SN388 Crossing Station Unit (CSU)#309	05/95	
1ACA070236A	SN388 Line Tester (LT388)#47	05/95	1

SCHEDULE 4

ASSET NO.	DESCRIPTION	DATE	QTY.
	Battery Charger w/carry case(28)-LSM	05/95	28
	Cable Transverse 400M (9)-AMG	05/95	9
	Cable Transverse 210M (120)-AMG	05/95	120
	Cable Transverse 200M (1)-AMG	05/95	1
	Connectors (4)-AMG	05/95	4
TOTAL PRICE			\$800,000

SCHEDULE 18(e)

LIST OF AGENTS

COUNTRY - - - - -	AGENT -----
Turkey	Damas Ticaret
Pakistan	Shazhad International
India	Pan India Consultants
Indonesia	SSI (Seismic Supply International)
Australia	SSI (Seismic Supply International)
Bangladesh	NMC (N and N Corporation)
Russia	FXC
Kazakhstan	Geotolkin
Canada	Mitcham
Mexico	Antonio Limon
South America	Petrosol

COMMERCIAL REPRESENTATION AGREEMENT

THIS COMMERCIAL REPRESENTATION AGREEMENT (the "Agreement"), dated and effective as of the 20th day of September, 1996 (the "Effective Date"), is between GEOREX, INC., a Texas corporation acting through its Sercel, Inc. division, with its principal place of business at Houston, Texas, U.S.A. ("Sercel"), and MITCHAM CANADA LTD., an Alberta corporation, with its principal place of business to be located in Calgary, Alberta, Canada ("Representative").

BACKGROUND FACTS

Sercel is an authorized distributor of Sercel S.A. and sells Sercel Products to customers throughout the Americas;

Sercel desires (i) to appoint a commercial representative to promote the sale of Sercel Products within the Territory and, and (ii) to designate a service center in Canada, such appointment of commercial representative and designation of service center to be made on the basis of all of the terms and conditions contained in this Agreement; and

Representative desires to be appointed by Sercel as a commercial representative for sales of Sercel Products, and to operate a service center to service Sercel Products, all on the basis of the terms and conditions set forth below in this Agreement.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertakings set forth below and intending to be legally bound hereby, the parties agree as follows:

1. DEFINITIONS. The following capitalized terms, as used in this Agreement, shall have the meanings defined for them as follows:

a. "CUSTOMERS" - potential customers of Sercel Products with offices or operations located within the Territory.

b. "FCPA" - the United States Foreign Corrupt Practices Act (Pub. L. No. 95-213, 94 Stat. 1494), together with all amendments to that Act which are effective during the term hereof.

c. "NET PRICE" - the price invoiced by Sercel to Customers in a Qualifying Transaction, including any applicable discounts, but excluding charges appearing on the invoice for packing, transportation, insurance, duties, taxes

and any other charges which do not include a component of profit for Sercel.

d. "QUALIFYING TRANSACTION" - the sale of Products for use in Canada by Sercel to a Customer during the term of this Agreement.

e. "SERCEL PRODUCTS" - Equipment manufactured by Sercel S.A. or its affiliates (but not including equipment manufactured by third parties) which is offered for sale by Sercel from time to time and described on SCHEDULE "1" attached hereto, including Spare Parts; provided, however, Sercel shall be permitted to amend SCHEDULE "1" at its discretion and will endeavor to promptly notify Representative of all such changes.

f. "SPARE PARTS" - replacement parts to be sold in connection with the Equipment described on SCHEDULE "1".

g. "TERRITORY" - Canada.

2. APPOINTMENT. Representative hereby represents to Sercel that within 120 days of the Effective Date, Representative will have the necessary skills, experience, personnel, facilities and equipment to effectively perform its responsibilities as a commercial representative and service center for Sercel as described in this Agreement. In reliance upon that representation, Sercel hereby appoints Representative as the exclusive representative for Sercel to promote the sale of Sercel Products by Sercel to Customers within the Territory, and as an authorized service center for Sercel Products within the Territory.

3. TERM. The term of this Agreement and of Representative's appointment as a commercial representative and designation as a service center for Sercel hereunder, shall commence on the Effective Date. Unless sooner terminated as described in Section 15, below, the term shall continue in effect for a period of three years from the Effective Date (the "Expiration Date"). Subject to Section 15 below and the following sentence, the Expiration Date shall be automatically extended, without any further action by Sercel or Representative, for successive one (1) year periods following the expiration of the original three (3) year period. Notwithstanding the foregoing, if either party desires to terminate the term of Representative's engagement pursuant hereto at any time following the end of the first year after the Effective Date, such party shall be permitted to do so upon ninety (90) days notice to the other party, given in accordance with the provisions hereof.

4. RESPONSIBILITIES OF REPRESENTATIVE. During the term of this Agreement, Representative shall:

- a. use its best efforts to actively promote and solicit the sale of Sercel Products by Sercel to Customers, including the exhibition of Sercel Products at all significant sales conventions (including, but not limited to the CSEG) for like products within the Territory;
- b. beginning not later than 120 days following the Effective Date, commence (and thereafter continue during the term of this Agreement) operation of a high quality service center in the general area of Calgary, Alberta in Canada which will provide technical support of Sercel Products and perform warranty and non-warranty service on Sercel Products, all pursuant to the manuals and specifications provided by Sercel to Representative from time to time. Sercel agrees that if in the case of particular warranty work, in the event that Representative did not receive a commission from the sale of the applicable product, Sercel shall either pay Representative its published repair rates or perform the warranty work itself;
- c. make all payments in connection with the operation of its business, including the payment of all wages, social security, withholding taxes, and company benefits arising out of this Agreement;
- d. be responsible at its own expense (i) for the payment of freight, GST tax, import brokerage fees and any tariffs (from Sercel's office in Houston, Texas) applicable to the sale of Sercel Products to a Customer; provided, however, at the request of Representative, Sercel Products may be sent to Representative's import broker directly in Canada, in which instance Sercel will pay for the freight and Representative will pay the GST tax, import brokerage fees and other tariffs, and (ii) for the support of a Customer who has purchased Sercel Products consisting of new equipment during the start up period, which period shall generally run for two weeks;
- e. promptly forward to Sercel all inquiries, bid and quotation requests, orders and correspondence relating to Sercel Products which may be received by Representative from Customers;
- f. whenever requested to do so by Sercel, promptly forward to Customers quotations, bids, order acknowledgments, invoices and other commercial documents prepared by Sercel relating to Products;
- g. whenever requested to do so by Sercel (but at least monthly), prepare and furnish to Sercel, in oral or written form as Sercel may direct, confidential reports regarding the activities of Representative on behalf of Sercel;

h. consult with Sercel regarding forecasts of demand for Sercel Products by Customers, market trends for Sercel Products, legal requirements of governmental authorities within Canada affecting the sale of Sercel Products, and any other commercial and financial matters pertaining to the sale of Sercel Products;

i. promptly comply with all reasonable requests by Sercel in connection with the sale of Sercel Products by Sercel to Customers, including, without limitation, requests to furnish assistance in connection with customs clearances, warranty administration, registrations, licenses and permits required by governmental authorities or by Customers and credit and collection matters;

j. participate in training programs which may be offered by Sercel or by others relating to Sercel Products;

k. obtain approval of Sercel prior to the commencement of any advertising relating to the sale of Sercel Products;

l. provide all labor at its own expense for the repair of all Sercel Products under warranty extended by Sercel S.A., provided, however, if Representative is unable to make any such repairs, Representative shall ship such products to Sercel at Representative's sole cost and expense, and; provided, further, that if a particular problem with Sercel Products becomes chronic, such that repeated repairs are required to correct such problem (as determined in the reasonable discretion of Sercel), Representative shall not be required to provide labor or shipping at its own expense in connection with the repair of any such chronic problem;

m. maintain in strict confidence, and not disclose to any other person or firm except with the prior written permission of an authorized officer of Sercel, any and all information received from Sercel or prepared by Representative for Sercel regarding prices, customer lists, business plans, strategies, forecasts, studies, reports and any other information which may be considered confidential or proprietary by Sercel and which is not publicly available. The confidentiality obligation of Representative under this sub-part (m) shall survive the expiration or termination of this Agreement. In the event that Representative receives a request to disclose all or any part of the confidential information under the terms of a subpoena or order issued by a court or by a governmental body, Representative agrees (i) to notify Sercel immediately of the existence, terms, and circumstances surrounding such request, (ii) to consult with Sercel on the advisability of taking legally available steps to resist or narrow such request, and (iii) if disclosure of such information is required to prevent Representative from

being held in contempt or subject to other penalty, to furnish only such portion of the information as, in the written opinion of counsel reasonably satisfactory to Sercel, it is legally compelled to disclose and to exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed information; and

n. not sell Sercel Products to companies or countries that are precluded by United States law from trading with the United States or its residents.

5. RESPONSIBILITIES OF SERCEL. During the term of this Agreement, Sercel shall:

a. provide to Representative at Sercel's expense (including all tariffs and shipping costs) all parts required for warranty repairs to be performed by Representative;

b. repair at its own expense all Sercel Products sold by or through the efforts of Representative to the extent such products remain under warranty from Sercel S.A. and (i) could not be repaired by Representative, or (ii) represent products with chronic problems, as described in Section 4.1 above, and ship such products back to Representative at Sercel's sole cost and expense;

c. provide to Representative at Sercel's expense training of Representative's technicians in Houston, Texas or Nantes, France which training shall occur at least one (1) time per year, beginning with the Effective Date, and include a total of not less than fifteen (15) days training per year; provided, however, Representative shall be responsible for paying for the transportation, lodging, food and other miscellaneous travel expenses incurred by Representative's technicians in connection with such training;

d. provide to Representative at Sercel's expense the latest applicable technical and commercial brochures, specifications and customer manuals; and

e. provide to Representative at Sercel's expense information concerning changes to Sercel Products, prices and Sercel's sales policies.

6. COMPENSATION. As the sole and exclusive compensation for the services to be performed by Representative hereunder, Sercel shall pay to Representative a commission as described below in each Qualifying Transaction. The amount of the commission to Representative shall be equal to the applicable percentage of the Net Price for the Qualifying Transaction, as set forth below:

a. seven and one half percent (7-1/2%) of the Sales Price of equipment described on SCHEDULE "1" hereto; and

b. ten percent (10%) of the Sales Price of Spare Parts;

provided that the parties may, by a written agreement executed on behalf of Sercel by an authorized officer, establish a different rate of commission which shall be applicable to any particular transaction. Notwithstanding any of the foregoing, no commission shall be payable to Representative in connection with a Qualifying Transaction (a) consisting of a sale to Compangie Generale De Geophysique (known as CGG) or any of its affiliates, or (b) except as set forth in the following sentence, unless and until full payment for such Qualifying Transaction has been received by Sercel from the Customer. In the event Sercel provides financing or permits deferred payment in connection with a Qualifying Transaction, Representative shall be entitled to receive its commission as payments are made by the Customer pursuant to such financing or deferred payment. Sercel shall send all commission payments only to the principal place of business or registered office of Representative, or to an account maintained by Representative at a bank located in the same country where such principal place of business or registered office is located, which payments shall be made on or before the twentieth day following the date Sercel receives payment from the Customer. In no event shall any payment by Sercel to Representative be made in a manner, or to a location, which violates the taxation laws or other laws of any country. Any income or other taxes arising from the payment of commissions to Representative hereunder shall be the sole responsibility of Representative, and the amount of commission otherwise payable to Representative shall not be increased as a result of such taxes.

7. REMARKETING OF SERCEL PRODUCTS. It is anticipated by the parties that Sercel may sell the Sercel Products to Customers with the assistance of financing obtained through third parties, and that such financing may be recourse to Sercel. As a result thereof, in the event of default in connection with such financing by the Customer, it may be necessary, in the discretion of Sercel, for Sercel to take back the applicable products and resell such products to a third party. Representative agrees that it will use its best efforts to resell any Sercel Products that Sercel has taken back, directly or indirectly, as a result of a default by the Customer in connection with such financing. Representative agrees that it will not be entitled to a commission in connection with such resale, except to the extent the net proceeds of any such resale (less actual expenses incurred by Sercel and other amounts required to be paid by Sercel as a result of the default) actually received by Sercel exceed the proceeds received (or the net proceeds retained) by Sercel in connection with the original sale. By way of example only, and assuming no expenses were incurred by Sercel in connection with the default, in the event a system was

sold for \$3,000,000, but only \$500,000 was received prior to the system being taken back by Sercel (or even if the full purchase price was originally received, Sercel was obligated to give back to the financing company all but \$500,000 of the original purchase price), and assuming further that the system was resold for a total of an additional \$3,000,000, Representative would be entitled to a commission based upon the original \$500,000 received from the first sale and the additional \$3,000,000 received from the second sale. In this example, upon the occurrence of the second sale, Representative would be entitled to receive a commission on \$500,000 since Representative already received a commission on \$3,000,000 following the first sale. Based upon Sercel's belief that the actual circumstances of a second sale could be complicated, especially given the variety of financing arrangements (including recourse obligations) likely to be utilized by Sercel, the determination of any commission payable to Representative following the resale of Sercel Products shall be in the reasonable discretion of Sercel.

8. EXPENSES. All costs and expenses incurred by Representative, its employees, agents and representatives in performing services hereunder, including, without limitation, travel, lodging, entertainment, office, telephone, telecopy and telex expenses shall be paid by Representative, except (i) as otherwise set forth herein, (ii) for cost of space at relevant sales conventions for which Sercel shall pay one half of such costs, and (iii) any costs or expenses which Sercel shall have specifically agreed in writing and in advance of the time when such costs or expenses are incurred to pay or reimburse to Representative.

9. TERMS AND CONDITIONS OF SALE. All Sercel Products to be sold by Sercel to Customers shall be offered only on the basis of such terms and conditions as are established by Sercel at its sole discretion. Representative shall not misrepresent such terms and conditions to Customers, and shall not modify or extend such terms and conditions without the prior written authorization of Sercel. All orders from Customers for Sercel Products shall be subject to acceptance by Sercel at its offices in Houston, Texas, and Sercel shall be permitted, in its sole judgement to reject any order obtained or reported by Representative, based upon credit worthiness of the Customer, availability of the particular products or any other reason. Representative agrees that it shall not have any ownership interest in Sercel Products sold pursuant to this Agreement, that Representative is acting only as a sales agent with regard to such products and that Representative shall not invoice Customers on account of the sale of Sercel Products (although Representative shall be permitted to forward to Customers invoices generated by Sercel) or receive any payments from Customers on account of Sercel Products sold pursuant hereto. Sercel agrees to provide a written copy of its manufacturer's limited warranty with each Sercel Product delivered, and Representative will cooperate in

delivering such warranty to its Customers who purchase Sercel Products. Representative agrees that it will not make any changes to such warranty, either orally or in writing.

10. CHANGES. At any time and from time to time during the term of this Agreement, Sercel shall have the right to change the Sercel Products offered to the Customers, the prices charged to Customers for the Sercel Products, and the terms and conditions of its sales to Customers of Sercel Products without incurring any liability to Representative, except as to obligations which have accrued prior to the effective date of the change. Sercel will endeavor to promptly notify Representative of all such changes.

11. COMPLIANCE WITH LAWS. In all of its activities pursuant to this Agreement, Representative shall comply with all laws, decrees, statutes, rules, regulations, codes and ordinances of any jurisdiction which may be applicable to such activities, including, without limitation, laws imposing registration and disclosure requirements on Representative; provided, however, insignificant violations of any of the foregoing that have no more than a de minimis effect on Representative shall not be a violation of this Agreement. In representing Sercel hereunder, Representative shall act at all times in a manner demonstrating a high level of integrity and ethical standards. Without limiting the scope of its general obligations set forth above in this section, Representative hereby represents and warrants to Sercel in connection with its activities performed for Sercel in the past (if any), and hereby covenants and agrees with Sercel in connection with its activities to be performed for Sercel in the future, that Representative and any person or firm acting in association with or on behalf of Representative:

- has not offered, paid, given, promised to pay or give, or authorized the payment or gift of, and
- will not offer, pay, promise to pay or give, or authorize the payment or gift of,

any money or thing of value to:

- any "Foreign Official" as defined in the FCPA;
- any political party or party official, or any candidate for political office; or
- any other person

for the purpose of:

- influencing any act or decision of such Foreign Official, political party, party official, or candidate in his or its official capacity;

- inducing such Foreign Official, political party, party official or candidate to do or omit to do an act in violation of his or its official duty; or
- inducing such Foreign Official, political party, party official or candidate to use his or its influence with a foreign government or an instrumentality of such government to affect or influence any act or decision of such government or instrumentality in order to assist Sercel to obtain or retain business with any person or to direct business to any person.

Further, Representative hereby represents and warrants to Sercel that no person having a direct or indirect financial interest in Representative as of the date hereof is: (i) a Foreign Official, (ii) an official of any political party, or (iii) a candidate for political office; provided, however, for purposes hereof, a person shall not be deemed to have a direct or indirect financial interest in Representative as a result of owning less than five percent (5%) of the outstanding shares of common stock of Representative. In connection with determining whether a person owns five percent (5%) or more of the such stock, Representative shall be permitted to rely upon filings made by its shareholders under the Securities Exchange Act of 1934, as amended, or filings made under other applicable federal securities laws. Representative shall immediately notify Sercel in the event that any person now or hereafter having such a financial interest in Representative shall assume such a status.

From time to time as requested by Sercel, Representative shall, within five (5) days after request from Sercel, certify to Sercel in writing that the obligations, representations and warranties of Representative set forth in this Section have not been violated. Sercel shall not be permitted to request such certification more often than once each calendar quarter unless it has reason to believe a violation has occurred. Representative shall cooperate fully with any investigation which may be conducted by representatives of Sercel for the purpose of determining whether or not Representative has violated any of those obligations, representations and warranties. In the event that amendments in the FCPA reasonably necessitate modifications to this Section 11, the parties hereto agree to negotiate in good faith in connection therewith and enter into such modifications.

12. NO AGENCY/TRADE NAME. In connection with its activities on behalf of Sercel under this Agreement, Representative shall not be an agent or employee of Sercel, and Representative is not authorized to obligate or commit Sercel in any manner in dealings with Customers, potential customers, or other persons, firms or governmental units. Representative is an independent contractor and shall not hold itself out as an agent or employee of Sercel or as having any authority to obligate or commit Sercel.

Representative shall not use the words "Sercel, Inc." or "Sercel" or any other trade name or trademark registered to Sercel or any affiliate of Sercel as a part of its legal or trade name; however, Representative shall be permitted to use Sercel's trade name in the Territory in connection with the marketing of Sercel Products. Representative agrees that in connection therewith, it will not register in its own name the trade names, trademarks or service marks held by Sercel and that upon termination of Representative's engagement pursuant to this Agreement, Representative shall immediately discontinue use of such marks and names held by Sercel.

13. INDEMNITY. Sercel and Representative hereby agree to the following indemnification obligations:

a. Representative shall indemnify and hold harmless Sercel, its directors, officers and employees (hereinafter the "Sercel Indemnitees") against any and all liability, loss, damages, fines, penalties, costs and expenses (including, without limitation, court costs and reasonable attorneys fees) incurred by any of the Sercel Indemnitees as a result of any breach or violation by Representative or others acting on its behalf of any obligation, covenant, representation or warranty of Representative set forth in this Agreement.

b. Sercel shall indemnify and hold harmless Representative, its directors, officers and employees (hereinafter the "Representative Indemnitees") against any and all liability, loss, damages, fines, penalties, costs and expenses (including, without limitation, court costs and reasonable attorneys fees) incurred by any of the Representative Indemnitees (i) as a result of any breach or violation by Sercel or others acting on its behalf of any obligation, covenant, representation or warranty of Sercel set forth in this Agreement, (ii) for infringement or claim of infringement of any claimed patent rights relating to the Sercel Products, or (iii) that arise out of or are based upon losses, claims, damages or liabilities resulting from the design, manufacture, and/or operation of any Sercel Products, from the failure of any such Sercel Products to satisfy any warranties (whether expressed or implied, if any) or from any defect in the Sercel Products.

c. Either party seeking indemnification hereunder shall notify the other party in writing of any legal action commenced against the Sercel Indemnitees or the Representative Indemnitees, as the case may be, as soon as practicable. The indemnity obligations of Representative and Sercel shall survive the expiration or termination of this Agreement.

14. CONFLICT OF INTEREST. During the term of Representative's engagement hereunder, and for the six (6) month period thereafter, Representative shall not promote, solicit or otherwise

assist in the sale of any products which compete with Sercel Products to Customers by any other person or firm which is not a subsidiary of, or affiliated by ownership with, Sercel whether for compensation or otherwise, except as may be expressly permitted in writing by an authorized officer of Sercel; provided, however, the foregoing shall not preclude Representative from renting products to third parties or selling such products after they have been used in the ordinary course of business in the rental pool and; provided, further, the foregoing shall not preclude Representative from selling individual components that may compete with components making up a portion of the Sercel Products. Representative acknowledges that the six (6) month non-competition agreement contained above is an integral part of this Agreement, is reasonably necessary to protect the interest of Sercel upon termination of Representative's engagement hereunder, and that Sercel would not enter into this Agreement with Representative absent such agreement. Except as already set forth herein, Representative shall immediately and fully disclose to Sercel any interests or activities of Representative which may conflict with the interests of Sercel under this Agreement, including, without limitation, any agreement by Representative to perform activities in connection with the products or services of any competitor of Sercel or any affiliate of Sercel. From time to time as requested by Sercel, Representative shall certify to Sercel in writing regarding the existence, or lack thereof, of such a conflict of interest. Sercel acknowledges that one of the primary business activities of Representative is the rental of Input Output equipment, which equipment competes with Sercel Products, and such activities shall in no way be deemed to violate the provisions of this Section 14.

15. TERMINATION. This Agreement may be terminated at any time:

a. by the mutual agreement of the parties; or

b. by either party upon giving a notice of termination to the other party in the event the other party fails to perform, observe or comply with any of the obligations or undertakings of such other party which are contained in this Agreement, and such failure has not been cured within ten (10) days after the terminating party has given a written notice specifying such failure to the other party.

Following any such termination, Sercel shall pay a commission to Representative in circumstances where the efforts of Representative prior to the effective termination date would otherwise entitle Representative to receive a commission in accordance with the provisions of this Agreement, provided that Sercel may deduct from such payment the amount of any losses and expenses suffered or incurred by Sercel as a direct result of any breach of this Agreement by Representative.

Notwithstanding the above, Sercel shall be entitled to immediately terminate this Agreement effective upon the giving of notice to Representative in the event that: (i) Sercel has reasonable cause to believe that Representative or others acting in association with or on behalf of Representative have committed, or intend to commit, a violation of the FCPA; (ii) Representative refuses or is unable to make the certification described in Section 12; or (iii) Representative ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due or such fact is determined by judicial proceedings, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, rearrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation, or files an answer admitting the material allegations of a petition filed against it in any such proceedings, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of, all or any substantial part of its assets or properties, or if it or the holders of its common stock shall take any action contemplating its dissolution or liquidation. In such event, the right of Representative to receive any unpaid commissions or other payments from Sercel shall be forfeited, and Sercel shall have no further liability to Representative under this Agreement.

Except for Sercel's liability to pay commissions as described above in this Section, Representative hereby waives any claim against Sercel for compensation (in whatever form or however denominated) arising out of any termination of this Agreement by either party pursuant to the applicable laws of the jurisdiction where Representative is located or domiciled, to the extent permitted by such laws.

16. CANCELLATION OF ORDERS. Representative acknowledges and agrees that orders that have been accepted by Sercel are noncancelable; provided, however, the foregoing shall not be construed to create any obligation on the part of Representative to make any payment to Sercel following the cancellation or attempted cancellation of an order by a Customer.

17. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party, except that Sercel may assign this Agreement to (a) any affiliate of Sercel, or (b) any party succeeding to ownership of substantially all of the assets of Sercel, upon notice to, but without the consent of, Representative.

18. NOTICES. All notices (including demands for arbitration) and consents required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested,

postage prepaid, to the party to which they are directed at the following address for such party:

If to Representative: Mitcham Canada Ltd.
P.O. Box 1175
Huntsville, Texas 77342
Attention: Billy F. Mitcham, Jr., President

If to Sercel: Sercel, Inc.
17155 Park Row
P.O. Box 218909
Houston, Texas 77218
Attention: Robert J. Albers, Executive Vice
President

or at such other address as either party may hereafter notify the other in the manner described in this Section. Such notices shall be deemed given when they are received by the party to which they are directed as evidenced by: (i) an acknowledgment or receipt executed by the recipient party, or (ii) a record of delivery or receipt prepared by an independent delivery service or postal agency.

19. ARBITRATION. All disputes involving this Agreement shall be submitted to an arbitrator appointed by, and operating under, the rules of the Judicial Arbitration and Mediation Service (J.A.M.S.). The choice of the individual arbitrator shall be upon mutual agreement of Sercel and Representative, and the parties agree to negotiate in good faith in connection with the selection of the individual arbitrator. The written decision of the arbitrator shall be final and binding upon the parties, and shall be convertible to a court judgment in the State of Texas. The arbitration shall take place in the State of Texas. The prevailing party as determined by the arbitrator shall be entitled to receive reasonable costs and reasonable attorney's fees from the non-prevailing party in addition to any other relief granted. No demand for arbitration shall be made after the date when institution of a legal or equitable proceeding based upon the claim or dispute would be barred by the applicable statute of limitations of the State of Texas. All demands for arbitration shall be made in accordance with Section 18 and shall be deemed made as of the sooner of actual receipt or the date the demand is placed in the United States Mail. Any party shall be entitled to file a lawsuit to specifically enforce the parties' agreement to arbitrate and for the purpose of obtaining injunctive relief to enforce this Agreement.

20. HEADINGS. The headings contained in this Agreement are for convenience or reference only, and do not form a part of this Agreement.

21. APPLICABLE LAW. This Agreement shall be governed by the laws of the United States of America and the State of Texas. Representative hereby irrevocably consents to be subject to the personal jurisdiction of any United States, state or local court sitting in Harris County, Texas, U.S.A. in connection with any action to determine any dispute arising under this Agreement or to enforce the provisions hereof. Venue for all suits and actions arising out of or in connection with this Agreement shall be proper only in the state and federal courts sitting in Harris County, Texas. Each party hereto hereby irrevocably consents to the assertion of personal jurisdiction by such courts over such party for the limited purposes of a suit arising in connection with this Agreement, but neither such party waives requirement for service of process in the manner prescribed by law. The foregoing shall not be deemed to negate the provisions of Section 19 above requiring arbitration by the parties in connection herewith.

22. EXPORT CONTROL LAWS. All shipments made by Sercel to Customers shall at all times be subject to the export control laws and regulations of the United States of America, as such laws shall be amended from time to time. Representative agrees that it shall not assist in the disposition of US origin Sercel Products, by way of transshipment, reexport, diversion or otherwise, other than in and to the Territory, except as said laws and regulations may expressly permit.

23. SEVERABILITY. If any portion of this Agreement is declared to be invalid or unenforceable by a final judgment, order or decree of any court or administrative body having proper jurisdiction then, as to that jurisdiction only, such portion shall be deemed to be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

24. WAIVER OF BREACH. The waiver by Sercel of a breach of any provision of this Agreement by Representative shall not operate or be construed as a waiver by Sercel of any subsequent breach by Representative.

25. DRAFTING PARTY. This Agreement expresses the mutual intent of the parties hereto. Accordingly, regardless of the preparing party, any rule of construction against the drafting party shall have no application to this Agreement.

26. AUTHORITY; CONFLICT. Sercel and Representative represent and warrant to each other that the execution, delivery and performance of this Agreement have been authorized by all necessary corporate action, and that this Agreement is a valid and binding obligation of each of them, respectively. Upon execution of this Agreement, each party will present to the other a copy of resolutions of their respective Boards of Directors approving the transaction contemplated hereby, which resolutions shall be certified by the Secretary or Assistant Secretary of the

appropriate party. Sercel and Representative represent and warrant to each other that, to the best of their knowledge, neither the execution and delivery of, nor the performance of this Agreement will conflict with or result in a breach of any (i) law of or any regulation, order, writ, injunction, or decree of any court or governmental authority of any country or state in which this Agreement is to be performed, or (ii) any agreement to which they are a party.

27. EXCLUSIVE EQUIPMENT LEASE AGREEMENT. On or about the Effective Date, it is anticipated that Sercel and Representative (or its affiliate) will enter into an Exclusive Equipment Lease Agreement (the "Exclusive Agreement") pursuant to which Representative (or its affiliate) shall have the exclusive right to lease Sercel Products to third parties throughout the world. Based upon the pricing structure of Sercel Products in the Exclusive Agreement, as compared to the commission structure contained herein, it may be more beneficial for Representative (or its affiliate) to purchase Sercel Products (typically components and not entire systems) from Sercel and lease them as contemplated under the Exclusive Agreement than it is for Representative to act as agent for the sale of Sercel Products to a Customer pursuant hereto. Accordingly, in any situation in which a proposed Customer comes to Representative for Sercel Products, Representative agrees that it will make a good faith determination as to whether a Customer wants to rent Sercel Products with an possible option to buy at a later date (which contract should properly come under the Exclusive Agreement) or actually buy the Sercel Products using some special financing which might involve renting (which contract should properly come under this Agreement). Representative acknowledges that only Customers that purchase Sercel Products from Sercel will receive the benefit of Sercel's warranty, while customers that purchase Sercel Products from Representative (or its affiliate) following the lease of the equipment will not receive a warranty from Sercel or Sercel S.A.

28. STANDARD OF BUSINESS CONDUCT. Representative agrees not to pay any commissions, fees or grant any rebates to any employee or officer of any proposed Customer or its affiliates or favor employees or officers of such proposed Customer with gifts or entertainment of significant costs or value or enter into any business arrangements with employees or officers of any such proposed Customer, other than as a representative of that proposed Customer, without the proposed Customer's prior written approval.

29. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the parties as to the subject matter hereof and supersedes any prior oral or written negotiations, understandings, or agreements as to such subject matter. This Agreement cannot be amended except by a writing dated subsequent to the date hereof and executed on behalf of both parties by their duly authorized representatives which, in the case of Sercel, must be an officer.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties by their duly authorized representatives as of the date first written above.

REPRESENTATIVE:

MITCHAM CANADA, LTD.

By: /s/ Billy F. Mitcham, Jr.

Billy F. Mitcham, Jr., President

SERCEL:

GEOREX, INC.

By: /s/ Robert J. Albers

Robert J. Albers, Vice President

SCHEDULE "1"

All new equipment manufactured by Sercel S.A. and wholly owned subsidiaries of Sercel S.A. (whether first tier subsidiaries or otherwise), as more particularly described on the price list attached here (with both the equipment on the attached price list as well as the prices noted thereon being subject to change from time to time), and all new equipment manufactured by Opseis, Inc. or its successors. New Equipment shall be differentiated from Spare Parts on the basis that new equipment shall be designated on Sercel's price list and Spare Parts shall not be so designated.

SCHEDULE 1

SERCEL SN388

P/N	DESCRIPTION

SN388 COMPLETE CENTRAL UNIT	

1AAA071417B	SN388 PAM/LAPTOP HCI
1AAA071417C	SN388 PAM DSCSI/LAPTOP HCI
1AAA071418A	SN388 PAM/DESKTOP HCI
1AAA071418B	SN388 PAM DSCSI/DESKTOP HCI
1AAD073554A	SN388 APM480/DESKTOP HCI
1AAD073554B	SN388 APM 480/30 DSCSI/DESKTOP HCI
1AAJ072970A	SN388 APM600/DESKTOP HCI
1AAJ072970B	SN388 APM600 DSCSI/DESKTOP HCI
1AAH071422B	SN388 APM1200/DESKTOP HCI
1AAH071422C	SN388 APM1200 DSCSI/DESKTOP HCI

SN388 PORTABLE ACQUISITION MODULE (PAM)	

1AAA070228A	SN388 PAM MODULE 1200 CHANNELS
1AAA070228B	SN388 PAM DCSI MODULE 1200 CHANNELS

SN388 ACQUIS. AND PROCES. MODULE (APM)	

1AAD073553A	SN388 APM MODULE 480 CH/30SEC
1AAD073553B	SN388 APM MODULE 480/30 DSCSI
1AAJ072969A	SN388 APM MODULE 600 CH/40SEC
1AAJ072969B	SN388 APM MODULE 600/40 DSCSI
1AAH070235B	SN388 APM MODULE 1200 CH/40SEC
1AAH070235C	SN388 APM MODULE 1200/40 DSCSI

SN388 PAM/APM OPTIONS	

1A11073551A	SN388 U.P.S.
1A10070935A	SN388 PAM ASSEMBLY PARTS
1A11070933A	SN388 APM ASSEMBLY PARTS

SN388 MULTI CCU MODULE INTERCONNECTION	

1AAI072480A	SN388 2CCU MULTIMODULE SET
1AAI072481A	SN388 3CCU MULTIMODULE SET
1AAI072482A	SN388 4CCU MULTIMODULE SET

SN388 LAPTOP HUMAN COMPUTER INTERF.(HCI)	

1A10071172B	HC1388 LAPTOP WORK STATION
3170110	HCI388 CD-ROM READER

SN388 LAPTOP OPTIONS	

790071769A	SN388 PORTABLE CONTAINER
1A12071088A	HCI385 LAPTOP 12/18VDC PWR SPLY

SERCEL SN388

P/N	DESCRIPTION

SN388 DESKTP HUMAN COMPUT. INTERF.(HCI)	

1A11071010A	HCI388 DESKTOP WORK STATION
3170132	GX BOARD FOR 2ND SCREEN
3170110	HCI388 CD-ROM READER
SN388 HCI ASSEMBLY PARTS	

1A11072933A	HCI388 SCREEN+PROCES.ASSY.PART
1A11071235A	HCI388 CD+CARTR.ASSY.PARTS
SN388 PRINTER	

1A10074142A	SN388 LAPTOP PRINTER
1A11074081A	SN388 DESKTOP PRINTER
SN388 LAND FIELD UNITS	

1A45069496A	SN388 CROSSING STATION UNIT (CSU)
1A40069228A	SN388 STATION UNIT (SU-1)
1A81074572A	SN388 1-CH STATION UNIT B (SU-1/B)
1A40069230A	SN388 STATION UNIT (SU-6)
1A80074216A	SN388 6-CH STATION UNIT B (SU-6/B)
1ABA073451A	SN388 STATION UNIT (SU-6/0,5ms)
1A41069500A	SN388 POWER STATION UNIT (PSU)
1A82074479A	SN388 6-CH POWER STATION UNIT (PSU-6)
1A42071696A	SN388 TRANSVERSE REPEATER UNIT (TRU)
1A44070142A	SN388 REPEATER UNIT FOR SU-1
SN388 SUBMERSIBLE UNITS	

1A45074884A	SUBMERSIBLE CROSSING STAT. UNIT (CSU/S)
1A40074933A	SUBMERSIBLE STATION UNIT (SU-6/S)
1A80074878A	SUBMERSIBLE STATION UNIT (SU-6B/S)
1A41074880A	SUBMERSIBLE POWER STATION UNIT (PSU/S)
1A82074881A	6-CH SUBMERSIBLE STATION UNIT (PSU-6/S)
1A81074879A	1-CH SUBMERSIBLE STATION UNIT (SU-1B/S)

SERCEL SN388

P/N	DESCRIPTION
----- SN388 VEHICLE TRACKING SYSTEM -----	
1A17074840A	SN388 MASTER RECEIVER UNIT (M-MRU)
1A17075015A	SN388 SLAVE RECEIVER UNIT (S-MRU)
1A17075237A	0 dB PLASTIC ROOF ANTENNA SET
1A17075238A	0 dB MAGNETIC ANTENNA SET
1A17075077A	5 dB ANTENNA FOR S-MRU
1A11071010A	WORKSTATION MONITOR FOR MRU
1A17075138A	VEHICLE TRACKING SOFTWARE
----- SN388 PERIPHERAL DEVICES -----	
1ACB070237B	SN388 TEST AND MAINTENANCE SYSTEM
1ACA070236B	SN388 LINE TESTER (LT388)
1A50071188A	WINTERIZED SN388 LINE TESTER DISPLAY
----- SN388 SPARE PART KIT -----	
1A10075191A	SN388 SPARE BOARDS FOR PAM (1ST LEV.)
1A10070238A	SN388 COMPLETE SET OF PAM BOARDS
1A10070238B	SN388 COMPLETE SET OF PAM DSCSI BOARDS
1A11075192A	SN388 SPARE BOARDS FOR APM480 (1ST LEV.)
1A11070239A	SN388 COMPLETE SET APM480 BOARDS
1A11070239B	SN388 COMPLETE SET OF APM480 SCSI BOARDS
1A11075193A	SN388 SPARE BOARDS APM600/1200 (1ST LEV)
1A11070240A	SN388 COMPLETE SET APM600/1200 BOARDS
1A11070240B	SN388 COMPL SET APM600/1200 DSCSI BOARDS
1ABE070999A	SN388 SU-6 SPARE PART (COMPONENT LEV.)
1ABE070998A	SN388 SU-1 SPARE PART (COMPONENT LEV.)
1A58071433A	SN388 TMS SPARE PART (COMPONENT LEV.)
1A21070251A	SN388 TOOL SET FIELD UNIT
1A57070918B	SN388 LT SPARE PART (COMPONENT LEV.)

SERCEL VE416

P/N	DESCRIPTION
VE416 BASIC CONFIGURATION	
17AA068898A	VE416 DIGITAL PILOT GENERATOR (DPG)
17AA073982A	VE416 DPG FOR GPS REAL TIME
17AB068899A	VE416 DIGITAL SERVO DRIVE (DSD)
17AB073983A	VE416 DSD FOR GPS REAL TIME
VE416 ASSEMBLY PARTS	
1723064118	VE416 ASSY PARTS FOR DPG
VE416 SPARE PARTS	
1720064131	VE416 DSD-DPG SPARE PART COMPONENT LEVEL
1721064132A	VE416 DSD-DPG SPARE PART BOARD LEVEL
1721074096A	VE416 DSD-DPG/GPS SPARE PART BOARD LEVEL
1713063609A	VE416 SPARE AVS
VE416 OPTIONS	
3150038	VE416 PRINTER 12/220V
1724066941	VE416 VIBRATOR HARNESS SET
VE416 VQC BASIC CONFIGURATION	
1BAB075257A	VE416 VIBRATOR QUALITY CONTROL (VQC 88)
VE416 VQC SOFTWARE PACKAGE	
1BAA073557A	VE416 QC VIBROSEIS SOFTWARE
VE416 GPS POSITIONING STAND ALONE KIT	
1725074332A	VE416 GPS POSITIONING STAND ALONE SET

SERCEL TAPE TRANSPORT

P/N	DESCRIPTION
	TT CD488-B CARTRIDGE DRIVE
1649072919A	CD488-B CARTRIDGE DRIVE
	TT CD488-B SPARE PARTS
3120036	CD488-B SPARE DRIVE ONLY
3530194	CD488-B POWER SUPPLY
1617071891A	CD480 SCSI UPGRADE KIT

Famille: 716 CABLE TRANSMISSION

S/Famille: 40 TELEMETRIQUES 388

Code

070000333	FLUTE 6M MR 6 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 6 M, 6 SORTIES CONNECTEURS HERMA4 ESPACEES DE 1 M. CABLE MEDIUM RANGE CONNECTEURS BC 16S A CHAQUE EXTREMITE	ESPACES DE 1M BC16S SN 388 LINE CABLE LENGTH 6 M 6 TAKE OUT CONNECTORS HERMA4 SPACED OF 1 M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000334	FLUTE 120M MR 6 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 120M, 6 SORTIES CONNECTEURS HERMA4 ESPACEES DE 20M. CABLE MEDIUM RANGE CONNECTEURS BC16S A CHAQUE EXTREMITE	ESPACEES DE 20M BC16S SN 388 LINE CABLE LENGTHS 120M 6 TAKE OUT CONNECTORS HERMA4 SPACED OF 20 M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000356	FLUTE 120M MR 3 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 120M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 40M. CABLE MEDIUM RANGE CONNECTEURS BC16S A CHAQUE EXTREMITE	ESPACEES 40M BC16S SN 388 LINE CABLE LENGTH 120M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 40M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000357	FLUTE 120M MR 3 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 120M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 40M. CABLE MEDIUM RANGE CONNECTEURS BC16S ET BC16P	ESPACEES DE 40M BC16S + BC16P SN 388 LINE CABLE LENGTH 120M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 40M CABLE MEDIUM RANGE CONNECTORS BC16S AND BC16P
070000343	FLUTES 135M, MR, 3 SORTIES H4 CABLE LIGNE SN 388 LONGUEUR 135M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 45M. CABLE MEDIUM RANGE CONNECTEURS BC16S ET BC16P.	ESPACEES 45M, BC16S/BC16P SN 388 LINE CABLE LENGTH 135M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 45M. CABLE MEDIUM RANGE CONNECTORS BC16S ET BC16P
070000344	FLUTES 135M, MR, 3 SORTIES H4 CABLE LIGNE SN 388 LONGUEUR 135M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 45M. CABLE MEDIUM RANGE CONNECTEURS BC16S A CHAQUE EXTREMITE	ESPACEES 45M, BC16S/BC16S SN 388 LINE CABLE LENGTH 135M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 45M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000354	FLUTE 140M LA 2 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 140M, 2 SORTIES CONNECTEURS HERMA4 ESPACEES DE 70M. CABLE LOW ATTENUATION CONNECTEURS EC16S A CHAQUE EXTREMITE	ESPACEES DE 70M BC16S SN 388 LINE CABLE LENGTH 140M 2 TAKE OUT CONNECTORS HERMA4 SPACED OF 70M CABLE LOW ATTENUATION CONNECTORS BC16S AT EACH END

Famille: 716 CABLE TRANSMISSION

S/Famille: 40 TELEMETRIQUES 388

Code

070000355	FLUTE 140M LA 2 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 140M, 2 SORTIES CONNECTEURS HERMA4 ESPACEES DE 70M. CABLE LOW ATTENUATION CONNECTEURS BC16S ET BC16P	ESPACEES DE 70M BC16S + BC16P SN 388 LINE CABLE LENGTH 140M 2 TAKE OUT CONNECTORS HERMA4 SPACED OF 70M CABLE LOW ATTENUATION CONNECTORS BC16S AND BC16P
070000335	FLUTE 144M MR 6 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 144M, 6 SORTIES CONNECTEURS CABLE MEDIUM RANGE CONNECTEURS BC16S A CHAQUE EXTREMITE	ESPACEES 24M BC16S SN 388 LINE CABLE LENGTH 144M 6 TAKE OUT CONNECTORS HERMA4 CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000340	FLUTES 150M, MR, 6 SORTIES H4 CABLE LIGNE SN 388 LONGUEUR 150M, 6 SORTIES CONNECTEURS HERMA4 ESPACEES DE 25M. CABLE MEDIUM RANGE CONNECTEURS BC16S A CHAQUE EXTREMITE	ESPACEES 25M, CONNECTOR BC16S SN 388 LINE CABLE LENGTH 150M 6 TAKE OUT CONNECTORS HERMA4 SPACED OF 25M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000341	FLUTES 150M, MR, 3 SORTIES H4 CABLE LIGNE SN 388 LONGUEUR 150M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 50M. CABLE MEDIUM RANGE CONNECTEURS BC16S ET BC16P.	ESPACEES 50M, CONNEX. BC16S/P SN 388 LINE CABLE LENGTH 150M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 50M CABLE MEDIUM RANGE CONNECTORS BC16S AND BC16P
070000342	FLUTES 150M, MR, 3 SORTIES H4 CABLE LIGNE SN 388 LONGUEUR 150M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 50M. CABLE MEDIUM RANGE CONNECTEURS BC16S A CHAQUE EXTREMITE	ESPACEES 50M, BC16S/BC16S SN 388 LINE CABLE LENGTH 150M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 50M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000352	FLUTE 160M LA 2 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 160M, 2 SORTIES CONNECTEURS HERMA4 ESPACEES DE 80M. CABLE LOW ATTENUATION CONNECTEURS EC16S A CHAQUE EXTREMITE	ESPACEES DE 80M BC16S SN 388 LINE CABLE LENGTH 160M 2 TAKE OUT CONNECTORS HERMA4 SPACED OF 80M CABLE LOW ATTENUATION CONNECTORS BC16S AT EACH END
070000353	CABLE SN 388 160M LA 2 SORTIES CABLE LIGNE SN 388 LONGUEUR 160M, 2 SORTIES CONNECTEURS HERMA4 ESPACEES DE 80M. CABLE LOW ATTENUATION CONNECTEURS BC16S ET BC16P	HERMA4 ESP. DE 80M BC16S+BC16P SN 388 LINE CABLE LENGTH 160M 2 TAKE OUT CONNECTORS HERMA4 SPACED OF 80M CABLE LOW ATTENUATION CONNECTORS BC16S AND BC16P

Code

070000339	FLUTES 180M, MR, 6 SORTIES H4 CABLE LIGNE SN 388 LONGUEUR 180M, 6 SORTIES CONNECTEURS HERMA4 ESPACEES DE 30M. CABLE MEDIUM RANGE CONNECTEURS BC16S A CHAQUE EXTREMITE	ESPACEES 30M, CONNECT. BC16S SN 388 LINE CABLE LENGTH 180M 6 TAKE OUT CONNECTORS HERMA4 SPACED OF 30M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000345	FLUTES 180, LOW, 3 SORTIES H4 CABLE LIGNE SN 388 LONGUEUR 180M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 60M. CABLE LOW ATTENUATION CONNECTEURS BC16S ET BC16P.	ESPACEES 60M, BC16S/BC16P SN 388 LINE CABLE LENGTH 180M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 60M CABLE LOW ATTENUATION CONNECTORS BC16S AND BC16P
070000346	FLUTES 180M, LOW, 3 SORTIES H4 CABLE LIGNE SN 388 LONGUEUR 180M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 60M. CABLE LOW ATTENUATION CONNECTEURS BC16S A CHAQUE	ESPACEES 60M, BC16S/BC16S SN 388 LINE CABLE LENGTH 180M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 60M CABLE LOW ATTENUATION CONNECTORS BC16S AT EACH END
070000336	FLUTE 186M, MR, 6 SORTIES H4 CABLE LIGNE SN 388 LONGUEUR 186M, 6 SORTIES CONNECTEURS HERMA4 ESPACEES DE 31M. CABLE MEDIUM RANGE CONNECTEURS BC16S A CHAQUE EXTREMITE	ESPACEES 31M, CONNECT. BC16S SN 388 LINE CABLE LENGTH 186M 6 TAKE OUT CONNECTORS HERMA4 SPACED OF 31 M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000144	FLUTE 195M LA 3 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 195M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 65M. CABLE LOW ATTENUATION CONNECTEURS BC16S A CHAQUE	ESPACE. 65M BC16S SN 388 LINE CABLE LENGTH 195M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 65 M CABLE LOW ATTENUATION CONNECTORS BC16S AT EACH END
070000330	FLUTE 195M LA 3 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 195M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 65M. CABLE LOW ATTENUATION CONNECTEURS BC16S ET BC16P	ESP. 65M BC16S + BC16P SN 388 LINE CABLE LENGTH 195M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 65 M CABLE LOW ATTENUATION CONNECTORS BC16S AND BC16P
070000331	FLUTE 210M LA 3 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 210M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 70M. CABLE LOW ATTENUATION CONNECTEURS BC16S A CHAQUE EXTREMITE	ESPACE. 70M BC16S SN 388 LINE CABLE LENGTH 210M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 70 M CABLE LOW ATTENUATION CONNECTORS BC16S AT EACH END

Code

070000332	FLUTE 210M LA 3 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 210M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 70M. CABLE LOW ATTENUATION CONNECTEURS BC16S ET BC16P	ESP. 70M BC16S + BC16P SN 388 LINE CABLE LENGTH 210M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 70 M CABLE LOW ATTENUATION CONNECTORS BC16S AND BC16P
070000516	FLUTE 225M, LA, 3 SORTIES H4 CABLE LIGNE SN 388 LONGUEUR 225M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 75M. CABLE LOW ATTENUATION CONNECTEURS BC16S A CHAQUE EXTREMITE	ESPACEES 75M, BC16S BC16S SN 388 LINE CABLE LENGTH 225M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 75 M CABLE LOW ATTENUATION CONNECTORS BC16S AT EACH END
070000327	FLUTE 240M MR 6 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 240M, 6 SORTIES CONNECTEURS HERMA4 ESPACEES DE 40M. CABLE MEDIUM RANGE. CONNECTEURS BC16S A CHAQUE EXTREMITE	ESP. 40M BC16S SN 388 LINE CABLE LENGTH 240M 6 TAKE OUT CONNECTORS HERMA4 SPACED OF 40 M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000328	FLUTE 240M LA 3 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 240M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 80M. CABLE LOW ATTENUATION CONNECTEURS BC16S A CHAQUE EXTREMITE	ESP. 80M BC16S SN 388 LINE CABLE LENGTH 240M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 80 M CABLE LOW ATTENUATION CONNECTORS BC16S AT EACH END
070000329	FLUTE 240M LA 3 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 240M, 3 SORTIES CONNECTEURS HERMA4 ESPACEES DE 80M. CABLE LOW ATTENUATION CONNECTEURS BC16S ET BC16P	ESPAC. 80M BC16S+BC16P SN 388 LINE CABLE LENGTH 240M 3 TAKE OUT CONNECTORS HERMA4 SPACED OF 80 M CABLE LOW ATTENUATION CONNECTORS BC16S AND BC16P
070000326	FLUTE 270M MR 6 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 270M, 6 SORTIES CONNECTEURS HERMA4 ESPACEES DE 45M. CABLE MEDIUM RANGE. CONNECTEURS BC16S A CHAQUE EXTREMITE	ESP. 45M BC16S SN 388 LINE CABLE LENGTH 270M 6 TAKE OUT CONNECTORS HERMA4 SPACED OF 45 M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END
070000325	FLUTE 300M MR 6 SORTIES HERMA4 CABLE LIGNE SN 388 LONGUEUR 300M, 6 SORTIES CONNECTEURS HERMA4 ESPACEES DE 50M. CABLE MEDIUM RANGE. CONNECTEURS BC16S A CHAQUE EXTREMITE	ESP. 50M BC16S SN 388 LINE CABLE LENGTH 300M 6 TAKE OUT CONNECTORS HERMA4 SPACED OF 50 M CABLE MEDIUM RANGE CONNECTORS BC16S AT EACH END

Famille: 716 CABLE TRANSMISSION

S/Famille: 40 TELEMETRIQUES 388

Code

070000423 FLUTE 300M MR 6 SORTIES LRS 5501 ESPACEES 50M BC16S
CABLE LINGNE SN 388 LONGUEUR SN 388 LINE CABLE LENGTH 300M
300M, 6 SORTIES CONNECTEURS 6 TAKE OUT CONNECTORS LRS 5501
LRS 5501 ESPACEES DE 50M. SPACED OF 50M.
CABLE MEDIUM RANGE. CABLE MEDIUM RANGE
CONNECTEURS BC16S A CHAQUE CONNECTORS BC16S AT EACH END
EXTREMITE

070000155 FLUTE 330M, 6 SORTIES HERMA4 ESPACEES DE 55M BC16S
CABLE LINGNE SN 388 LONGUEUR SN 388 LINE CABLE LENGTH 330M
330M, 6 SORTIES CONNECTEURS 6 TAKE OUT CONNECTORS HERMA4
HERMA4 ESPACEES DE 55M. SPACED OF 55M.
CABLE MEDIUM RANGE. CABLE MEDIUM RANGE
CONNECTEURS BC16S A CHAQUE CONNECTORS BC16S AT EACH END
EXTREMITE

070000322 FLUTE 360M MR 6 SORTIES LRS 5501 ESPACES DE 60M BC16S
CABLE LINGNE SN 388 LONGUEUR SN 388 LINE CABLE LENGTH 360M
360M, 6 SORTIES CONNECTEURS 6 TAKE OUT CONNECTORS LRS 5501
LRS 5501 ESPACEES DE 60M. SPACED OF 60M.
CABLE MEDIUM RANGE. CABLE MEDIUM RANGE
CONNECTEURS BC16S A CHAQUE CONNECTORS BC16S AT EACH END

070000323 FLUTE 360M LR 6 SORTIES HERMA 4 ESPACEES DE 60M BC16S
CABLE LINGNE SN 388 LONGUEUR SN 388 LINE CABLE LENGTH 360M
360M, 6 SORTIES CONNECTEURS 6 TAKE OUT CONNECTORS HERMA 4
HERMA 4 ESPACEES DE 60M. SPACED OF 60M.
CABLE LOW ATTENUATION CABLE LOW ATTENUATION
CONNECTEURS BC16S A CHAQUE CONNECTORS BC16S AT EACH END

070000324 FLUTE 390M LA 6 SORTIES HERMA4 ESPAC. 65M BC16S
CABLE LINGNE SN 388 LONGUEUR SN 388 LINE CABLE LENGTH 390M
390M, 6 SORTIES CONNECTEURS 6 TAKE OUT CONNECTORS HERMA4
HERMA4 ESPACEES DE 65M. SPACED OF 65M.
CABLE LOW ATTENUATION CABLE LOW ATTENUATION
CONNECTEURS BC16S A CHAQUE CONNECTORS BC16S AT EACH END
EXTREMITE

512220039 FLUTE 388 165m 3T0 H4 ESPACES 55m-2 BC 16 S
CABLE LIGNE SN 388 LONGUEUR SN 388 LINE CABLE LENGTH 165M
165M, 3 SORTIES CONNECTEURS 3 TAKE OUT CONNECTORS HERMA4
HERMA4 ESPACEES DE 55M. SPACED OF 55M.
CABLE MEDIUM RANGE. CABLE MEDIUM RANGE
CONNECTEURS BC16S A CHAQUE CONNECTORS BC16S AT EACH END

Cab. PAGES AMET36

TARIFS

le: 17/04/96

Famille: 716 CABLE TRANSMISSION

S/Famille: 40 TELEMETRIQUES 388

Code

512220040 FLUTE 388 165 m 3 TO H4 ESPACES 55m-BC16S+BC16P
CABLE LIGNE SN388 LONGUEUR SN 388 LINE CABLE LENGTH 165M
165M, 3 SORTIES CONNECTEURS 3 TAKE OUTS CONNECTORS
HERMA4 ESPACEES DE 55M. HERMA4 SPACED OF 55M. CABLE
CABLE MEDIUM RANGE. MEDIUM RANGE CONNECTORS
CONNECTEURS BC16S ET BC16P BC16S AND BC16P

Code

070000337 TRANSVERSE LONGUEUR 5M
CABLE TRANSVERSE SN 388
LONGUEUR 5M.
CONNECTEURS BC16S A CHAQUE
EXTREMITE

CONNECTEURS BC16S
SN 388 TRANSVERSE CABLE LENGTH
5M
BC16S CONNECTORS ON BOTH END

070000358 TRANSVERSE LG 10M BC16S
CABLE TRANSVERSE SN 388
LONGUEUR 10M5M.
CONNECTEURS BC16S A CHAQUE
EXTREMITE

SN 388 TRANSVERSE CABLE
LENGTH 10 METERS
BC16S CONNECTORS ON BOTH SIDE

070000359 TRANSVERSE LONGUEUR 20M
CABLE TRANSVERSE SN 388
LONGUEUR 20M
CONNECTEURS BC16S A CHAQUE
EXTREMITE

CONNECTEURS BC16S
SN 388 TRANSVERSE CABLE
LENGTH 20 METERS
BC16S CONNECTORS ON BOTH END

070000360 TRANSVERSE LONGUEUR 50M
CABLE TRANSVERSE SN 388
LONGUEUR 50M
CONNECTEURS BC16S A CHAQUE
EXTREMITE

CONNECTEURS BC16S
SN 388 TRANSVERSE CABLE
LENGTH 50 METERS
CONNECTORS BC16S ON BOTH SIDE

070000361 TRANSVERSE LONGUEUR 100M
CABLE TRANSVERSE SN 388
LONGUEUR 100M
CONNECTEURS BC16S A CHAQUE
EXTREMITE

CONNECTEURS BC16S
SN 388 TRANSVERSE CABLE
LENGTH 100 METERS
CONNECTORS BC16S ON BOTH SIDE

070000362 TRANSVERSE LONGUEUR 110M
CABLE TRANSVERSE SN 388
LONGUEUR 110M
CONNECTEURS BC16S A CHAQUE
EXTREMITE

CONNECTEURS BC16S
SN 388 TRANSVERSE CABLE
LENGTH 110 METERS
CONNECTORS BC16S ON BOTH SIDE

070000363 TRANSVERSE LONGUEUR 120M
CABLE TRANSVERSE SN 388
LONGUEUR 120M
CONNECTEURS BC16S A CHAQUE
EXTREMITE

CONNECTEURS BC16S
SN 388 TRANSVERSE CABLE
LENGTH 120 METERS
BC16S CONNECTORS ON BOTH SIDE

070000364 TRANSVERSE LONGUEUR 150M
CABLE TRANSVERSE SN 388
LONGUEUR 150M
CONNECTEURS BC16S A CHAQUE
EXTREMITE

CONNECTEURS BC16S
SN 388 TRANSVERSE CABLE
LENGTH 150 METERS
BC16S CONNECTORS ON BOTH SIDE

070000365 TRANSVERSE LONGUEUR 200M
CABLE TRANSVERSE SN 388
LONGUEUR 200M
CONNECTEURS BC16S A CHAQUE
EXTREMITE

CONNECTEURS BC16S
SN 388 TRANSVERSE CABLE
LENGTH 200 METERS
BC16S CONNECTORS ON BOTH SIDE

Code

070000366	TRANSVERSE LONGUEUR 220M CABLE TRANSVERSE SN 388 LONGUEUR 220 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 220 METERS BC16S CONNECTORS ON BOTH SIDE
070000367	TRANSVERSE LONGUEUR 250M CABLE TRANSVERSE SN 388 LONGUEUR 250 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 250 METERS BC16S CONNECTORS ON BOTH SIDE
070000368	TRANSVERSE LONGUEUR 300M CABLE TRANSVERSE SN 388 LONGUEUR 300 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 300 METERS BC16S CONNECTORS ON BOTH SIDE
070000369	TRANSVERSE LONGUEUR 320M CABLE TRANSVERSE SN 388 LONGUEUR 320 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 320 METERS BC16S CONNECTORS ON BOTH SIDE
070000370	TRANSVERSE LONGUEUR 330M CABLE TRANSVERSE SN 388 LONGUEUR 330 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 330 METERS BC16S CONNECTORS ON BOTH SIDE
070000371	TRANSVERSE LONGUEUR 350M CABLE TRANSVERSE SN 388 LONGUEUR 350 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 350 METERS BC16S CONNECTORS ON BOTH SIDE
070000338	TRANSVERSE LONGUEUR 400M CABLE TRANSVERSE SN 388 LONGUEUR 400 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 400 METERS BC16S CONNECTORS ON BOTH SIDE
070000372	TRANSVERSE LONGUEUR 450M CABLE TRANSVERSE SN 388 LONGUEUR 450 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 450 METERS BC16S CONNECTORS ON BOTH SIDE
070000373	TRANSVERSE LONGUEUR 500M CABLE TRANSVERSE SN 388 LONGUEUR 500 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 500 METERS BC16S CONNECTORS ON BOTH SIDE

Famille: 716 CABLE TRANSMISSION

S/Famille: 40 TELEMETRIQUES 388

Code

070000374	TRANSVERSE LONGUEUR 550M CABLE TRANSVERSE SN 388 LONGUEUR 550 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 550 METERS BC16S CONNECTORS ON BOTH SIDE
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070000375	TRANSVERSE LONGUEUR 600M CABLE TRANSVERSE SN 388 LONGUEUR 600 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 600 METERS BC16S CONNECTORS ON BOTH SIDE
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070000376	TRANSVERSE LONGUEUR 800 M CABLE TRANSVERSE SN 388 LONGUEUR 800 M CONNECTEURS BC16S A CHAQUE EXTREMITE	CONNECTEURS BC16S SN 388 TRANSVERSE CABLE LENGTH 800 METERS BC16S CONNECTORS ON BOTH SIDE
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Code

070000377 EXTENSION LONGUEUR 110M CONNECTEURS BC16S
CABLE EXTENSION SN 388 SN 388 EXTENSION CABLE
LONGUEUR 110 M LENGTH 110 METERS
CONNECTEURS BC16S A CHAQUE BC16S CONNECTORS ON BOTH SIDE
EXTREMITÉ

070000378 EXTENSION LONGUEUR 200M CONNECTEURS BC16S
CABLE EXTENSION SN 388 SN 388 EXTENSION CABLE
LONGUEUR 200 M LENGTH 200 METERS
CONNECTEURS BC16S A CHAQUE BC16S CONNECTORS ON BOTH SIDE
EXTREMITÉ

070000379 EXTENSION LONGUEUR 300M CONNECTEURS BC16S
CABLE EXTENSION SN 388 SN 388 EXTENSION CABLE
LONGUEUR 300 M LENGTH 300 METERS
CONNECTEURS BC16S A CHAQUE BC16S CONNECTORS ON BOTH SIDE
EXTREMITÉ

070000380 EXTENSION LONGUEUR 330M CONNECTEURS BC16S
CABLE EXTENSION SN 388 SN 388 EXTENSION CABLE
LONGUEUR 330 M LENGTH 330 METERS
CONNECTEURS BC16S A CHAQUE BC16S CONNECTORS ON BOTH SIDE
EXTREMITÉ

700000321 EXTENSION SN388 LONGUEUR 350M CONNECTEURS BC16S
CABLE EXTENSION SN 388 SN 388 EXTENSION CABLE
LONGUEUR 350 M LENGTH 350 METERS
CONNECTEURS BC16S A CHAQUE BC16S CONNECTORS ON BOTH SIDE
EXTREMITÉ

070000381 EXTENSION LONGUEUR 400M CONNECTEURS BC16S
CABLE EXTENSION SN 388 SN 388 EXTENSION CABLE
LONGUEUR 400 M LENGTH 400 METERS
CONNECTEURS BC16S A CHAQUE BC16S CONNECTORS ON BOTH SIDE
EXTREMITÉ

070000382 EXTENSION LONGUEUR 450M CONNECTEURS BC16S
CABLE EXTENSION SN 388 SN 388 EXTENSION CABLE
LONGUEUR 450 M LENGTH 450 METERS
CONNECTEURS BC16S A CHAQUE BC16S CONNECTORS ON BOTH SIDE
EXTREMITÉ

070000383 EXTENSION LONGUEUR 500M CONNECTEURS BC16S
CABLE EXTENSION SN 388 SN 388 EXTENSION CABLE
LONGUEUR 500 M LENGTH 500 METERS
CONNECTEURS BC16S A CHAQUE BC16S CONNECTORS ON BOTH SIDE
EXTREMITÉ

070000384 EXTENSION LONGUEUR 600M CONNECTEURS BC16S
CABLE EXTENSION SN 388 SN 388 EXTENSION CABLE
LONGUEUR 600 M LENGTH 600 METERS
CONNECTEURS BC16S A CHAQUE BC16S CONNECTORS ON BOTH SIDE
EXTREMITÉ

Famille: 716 CABLE TRANSMISSION

S/Famille: 40 TELEMETRIQUES 388

Code

070000385	EXTENSION LONGUEUR 700M CABLE EXTENSION SN 388 LONGUEUR 700 M CONNECTEURS BC16S A CHAQUE EXTREMITÉ	CONNECTEURS BC16S SN 388 EXTENSION CABLE LENGTH 700 METERS BC16S CONNECTORS ON BOTH SIDE
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070000386	EXTENSION LONGUEUR 800M CABLE EXTENSION SN 388 LONGUEUR 800 M CONNECTEURS BC16S A CHAQUE EXTREMITÉ	CONNECTEURS BC16S SN 388 EXTENSION CABLE LENGTH 800 METERS BC16S CONNECTORS ON BOTH SIDE
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Famille: 726 BRETELLE

S/Famille: 20 GEOPHONES TERRESTRES

Code

070000128	BRET. 6 SM4ULD BG2 POINTE 4CM BRETELLE DE 6 GEOPHONES SM4ULD FREQUENCE 10 HZ MONTES DANS BOITIER TYPE BG2 POINTE 4CM RESISTANCE 1.21KOHM, ESPACES DE 15M BRIN DE TETE 10M, BRIN DE QUEUE 10M TERMINE PAR UN CONNECTEUR HERMA4 CABLE 3 CONDUCTEURS AVEC ANNEAUX ESPACES DE 1.3M EPINGLE DE RAMASSAGE CABLAGE 1x6	ESPAC. 15M TETE QUEUE 10M H4 STRING OF 6 GEOPHONES SM4ULD FREQUENCY 10 HZ ASSEMBLED IN HOUSING TYPE BG2 SPIKE 4 CM RESISTOR 1.21 KOHM, INTERVAL 15 M. LEAD IN 10 M, TAIL 10 M ENDED BY CONNECTOR HERMA4 CABLE 3 WIRES WITH D LOOPS SPACED 1.3M. CARRYING HASP WIRING 1x6 SERIE
070000319	BRET. 6 SM4ULD BG2 TRIPOD BRETELLE DE 6 GEOPHONES SM4ULD FREQUENCE 10 HZ MONTES DANS BOITIER TYPE BG2 AVEC TRIPODE RESISTANCE 1.21KOHM, ESPACES DE 10M BRIN DE TETE 10M, BRIN DE QUEUE 10M TERMINE PAR UN CONNECTEUR HERMA4 CABLE 3 CONDUCTEURS AVEC ANNEAUX ESPACES DE 1.3M EPINGLE DE RAMASSAGE CABLAGE 1x6	ESP 5M TETE 10M QUEUE 10M HERMA4 STRING OF 6 GEOPHONES SM4ULD FREQUENCY 10 HZ ASSEMBLED IN HOUSING TYPE BG2 WITH TRIPOD RESISTOR 1.21 KOHM, INTERVAL 10 M. LEAD IN 10 M, TAIL 10 M ENDED BY CONNECTOR HERMA4 CABLE 3 WIRES WITH D LOOPS SPACED 1.3M. CARRYING HASP WIRING 1x6 SERIE
070000451	BRET. 6 SM4ULD BG2 POINTE 8CM BRETELLE DE 6 GEOPHONES SM4ULD FREQUENCE 10 HZ MONTES DANS BOITIER TYPE BG2 POINTE 8CM RESISTANCE 1.21KOHM, ESPACES DE 15M BRIN DE TETE 15M, BRIN DE QUEUE 15M TERMINE PAR UN CONNECTEUR HERMA4 CABLE 3 CONDUCTEURS AVEC ANNEAUX ESPACES DE 1.3M EPINGLE DE RAMASSAGE CABLAGE 1x6	ESP. 15M TETE QUEUE 15M H4 STRING OF 6 GEOPHONES SM4ULD FREQUENCY 10 HZ ASSEMBLED IN HOUSING TYPE BG2 SPIKE 8 CM RESISTOR 1.21 KOHM, INTERVAL 15 M. LEAD IN 15 M, TAIL 15 M ENDED BY CONNECTOR HERMA4 CABLE 3 WIRES WITH D LOOPS SPACED 1.3M. CARRYING HASP WIRING 1x6 SERIE
070000522	BRET 6 SM4ULD BG2 POINTE 8 CM BRETELLE DE 6 GEOPHONES SM4ULD FREQUENCE 10 HZ MONTES DANS BOITIER TYPE BG2 POINTE 8CM RESISTANCE 1.21KOHM, ESPACES DE 5M BRIN DE TETE 2.5M TERMINE PAR UN CONNECTEUR HERMA4 CABLE 3 CONDUCTEURS AVEC ANNEAUX ESPACES DE 1.3M EPINGLE DE RAMASSAGE CABLAGE SERIE	ESP. 5M TETE 2.5M STRING OF 69 GEOPHONES SM4ULD FREQUENCY 10 HZ ASSEMBLED IN HOUSING TYPE BG2 SPIKE 8 CM RESISTOR 1.21 KOHM, INTERVAL 5 M. LEAD IN 2.5 M ENDED BY CONNECTOR HERMA4 CABLE 3 WIRES WITH D LOOPS SPACED 1.3M. CARRYING HASP WIRING SERIES

Famille: 726 BRETELLE

S/Famille: 20 GEOPHONES TERRESTRES

Code

070000145 BRET. 9 SM4ULD BG2 POINTE 8CM
BRETELLE DE 9 GEOPHONES SM4ULD
FREQUENCE 10 HZ MONTES DANS
BOITIER TYPE BG2 POINTE 8CM
RESISTANCE 1.21KOHM, ESPACES
DE 5M BRIN DE TETE 10M,
TERMINE PAR UN CONNECTEUR
HERMA4
CABLE 3 CONDUCTEURS AVEC
ANNEAUX ESPACES DE 1.3M
EPINGLE DE RAMASSAGE
CABLAGE 3x3

ESP 5M TETE 10M HERMA4
STRING OF 9 GEOPHONES SM4ULD
FREQUENCY 10 HZ ASSEMBLED IN
HOUSING TYPE BG2 SPIKE 8 CM
RESISTOR 1.21 KOHM, INTERVAL
5 M. LEAD IN 10 M
ENDED BY CONNECTOR HERMA4
CABLE 3 WIRES WITH D LOOPS
SPACED 1.3M - CARRYING HASP
WIRING 3x3

070000146 BRET. 9 GSC20D BG2 POINTE 8CM
BRETELLE DE 9 GEOPHONES GSC20D
FREQUENCE 10 HZ MONTES DANS
BOITIER TYPE BG2 POINTE 8CM
RESISTANCE 1.21KOHM, ESPACES
DE 5M BRIN DE TETE 10M,
TERMINE PAR UN CONNECTEUR
HERMA4
CABLE 3 CONDUCTEURS AVEC
ANNEAUX ESPACES DE 1.3M
EPINGLE DE RAMASSAGE
CABLAGE 3x3

ESP. 5M TETE 10M HERMA4
STRING OF 9 GEOPHONES GSC20D
FREQUENCY 10 HZ ASSEMBLED IN
HOUSING TYPE BG2 SPIKE 8 CM
RESISTOR 1.21 KOHM, INTERVAL
5 M. LEAD IN 10 M
ENDED BY CONNECTOR HERMA4
CABLE 3 WIRES WITH D LOOPS
SPACED 1.3M - CARRYING HASP
WIRING 3x3

070000633 BRET. 9 SM4U LD BG2 POINTE 8CM
BRETELLE DE 9 GEOPHONES SM4ULD
FREQUENCE 10 HZ MONTES DANS
BOITIER TYPE BG2 POINTE 8CM
RESISTANCE 1.21KOHM, ESPACES
DE 5M BRIN DE TETE, QUEUE 10
M TERMINE PAR UN CONNECTEUR
HERMA4
CABLE 3 CONDUCTEURS AVEC
ANNEAUX ESPACES DE 1.3M
EPINGLE DE RAMASSAGE
CABLAGE 3x3

TETE QUEUE 10M HERMA4
STRING OF 9 GEOPHONES SM4ULD
FREQUENCY 10 HZ ASSEMBLED IN
HOUSING TYPE BG2 SPIKE 8 CM
RESISTOR 1.21 KOHM, INTERVAL
5 M. LEAD IN AND TAIL 10 M
ENDED BY CONNECTOR HERMA4
CABLE 3 WIRES WITH D LOOPS
SPACED 1.3M - CARRYING HASP
WIRING 3x3

Famille: 726 BRETELLE

S/Famille: 20 GEOPHONES TERRESTRES

Code

070000147 BRET. 9 SM4ULD BG2 POINTE 8CM ESP 5M TETE 10M MUELLER CLIP
BRETELLE DE 9 GEOPHONES SM4ULD STRING OF 9 GEOPHONES SM4ULD
FREQUENCE 10 HZ MONTES DANS FREQUENCY 10 HZ ASSEMBLED IN
BOITIER TYPE BG2 POINTE 8CM HOUSING TYPE BG2 SPIKE 8 CM
RESISTANCE 1.21KOHM, ESPACES RESISTOR 1.21 KOHM, INTERVAL
DE 5M BRIN DE TETE 10M, 5 M. LEAD IN 10 M
TERMINE PAR UN CONNECTEUR ENDED BY CONNECTOR MUELLER CLIP
MUELLER CLIP CABLE 3 WIRES WITH D LOOPS
CABLE 3 CONDUCTEURS AVEC SPACED 1.3M - CARRYING HASP
ANNEAUX ESPACES DE 1.3M WIRING 3x3
EPINGLE DE RAMASSAGE
CABLAGE 3x3

070000148 BRET. 9 GSC20DX BG2 POINTE 8CM ESP 5M TETE 10M MUELLER CLIP
BRETELLE DE 9 GEOPHONES GSC20D STRING OF 9 GEOPHONES GSC20DX
FREQUENCE 10 HZ MONTES DANS FREQUENCY 10 HZ ASSEMBLED IN
BOITIER TYPE BG2 POINTE 8CM HOUSING TYPE BG2 SPIKE 8 CM
RESISTANCE 1.21KOHM, ESPACES RESISTOR 1.21 KOHM, INTERVAL
DE 5M BRIN DE TETE 10M, 5 M. LEAD IN 10 M
TERMINE PAR UN CONNECTEUR ENDED BY CONNECTOR MUELLER CLIP
MUELLER CLIP CABLE 3 WIRES WITH D LOOPS
CABLE 3 CONDUCTEURS AVEC SPACED 1.3M - CARRYING HASP
ANNEAUX ESPACES DE 1.3M WIRING 3x3
EPINGLE DE RAMASSAGE
CABLAGE 3x3

Code

070000115 BRET. 12 SM4ULD BG2 POINTE 8CM ESP. 5M TETE 10M HERMA4
BRETELLE DE 12 GEOPHONES SM4ULD STRING OF 12 GEOPHONES SM4ULD
FREQUENCE 10 HZ MONTES DANS FREQUENCY 10 HZ ASSEMBLIED IN
BOITIER TYPE BG2 POINTE 8CM HOUSING TYPE BG2 SPIKE 8 CM
RESISTANCE 1.21KOHM, ESPACES RESISTOR 1.21 KOHM, INTERVAL
DE 5M BRIN DE TETE 10M, 5 M. LEAD IN 10 M
TERMINE PAR UN CONNECTEUR ENDED BY CONNECTOR HERMA4
HERMA4 CABLE 3 WIRES WITH D LOOPS
CABLE 3 CONDUCTEURS AVEC SPACED 1.3M . CARRYING HASP
ANNEAUX ESPACES DE 1.3M WIRING 3x4
EPINGLE DE RAMASSAGE
CABLAGE 3x4

070000129 BRET. 12 SM4ULD BG2 POINTE 8CM ESP. 5M QUEUE TETE 10M HERMA4
BRETELLE DE 12 GEOPHONES SM4ULD STRING OF 12 GEOPHONES SM4ULD
FREQUENCE 10 HZ MONTES DANS FREQUENCY 10 HZ ASSEMBLIED IN
BOITIER TYPE BG2 POINTE 8CM HOUSING TYPE BG2 SPIKE 8 CM
RESISTANCE 1.21KOHM, ESPACES RESISTOR 1.21 KOHM, INTERVAL
DE 5M BRIN DE TETE 10M, 5 M. LEAD IN 10 M, TAIL 10M
BRIN DE QUEUE 10M TERMINE PAR ENDED BY CONNECTOR HERMA4
UN CONNECTEUR HERMA4 CABLE 3 WIRES WITH D LOOPS
CABLE 3 CONDUCTEURS AVEC SPACED 1.3M . CARRYING HASP
ANNEAUX ESPACES DE 1.3M WIRING 3x4
EPINGLE DE RAMASSAGE
CABLAGE 3x4

070000142 BRET. 12 SM4ULD BG2 TRIPODE ESP. 10M TETE QUEUE 15M 2H4
BRETELLE DE 12 GEOPHONES SM4ULD STRING OF 12 GEOPHONES SM4ULD
FREQUENCE 10 HZ MONTES DANS FREQUENCY 10 HZ ASSEMBLIED IN
BOITIER TYPE BG2 AVEC TRIPODE HOUSING TYPE BG2 WITH TRIPOD
RESISTANCE 1.21KOHM, ESPACES RESISTOR 1.21 KOHM, INTERVAL
DE 10M BRIN DE TETE 15M, 10 M. LEAD IN 15 M, TAIL 15M
BRIN DE QUEUE 15M TERMINE PAR ENDED BY TWO CONNECTORS HERMA4
DEUX CONNECTEUR HERMA4 CABLE 3 WIRES WITH D LOOPS
CABLE 3 CONDUCTEURS AVEC SPACED 1.3M . CARRYING HASP
ANNEAUX ESPACES DE 1.3M WIRING 3x4
EPINGLE DE RAMASSAGE
CABLAGE 3x4

070000151 BRET. 12 GSC20D BG2 POINTE 8CM ESP. 5M TETE 10M HERMA4
BRETELLE DE 12 GEOPHONES GSC20D STRING OF 12 GEOPHONES GSC20DX
FREQUENCE 10 HZ MONTES DANS FREQUENCY 10 HZ ASSEMBLIED IN
BOITIER TYPE BG2 POINTE 8CM HOUSING TYPE BG2 SPIKE 8 CM
RESISTANCE 1.21KOHM, ESPACES RESISTOR 1.21 KOHM, INTERVAL
DE 5M BRIN DE TETE 10M, 5 M. LEAD IN 10 M ENDED
TERMINE PAR UN CONNECTEUR BY CONNECTOR HERMA4
HERMA4 CABLE 3 WIRES WITH D LOOPS
CABLE 3 CONDUCTEURS AVEC SPACED 1.3M . CARRYING HASP
ANNEAUX ESPACES DE 1.3M WIRING 1x12
EPINGLE DE RAMASSAGE
CABLAGE 12x1

Famille: 726 BRETELLE

S/Famille: 20 GEOPHONES TERRESTRES

Code

070000152	BRET. 12SM4ULD BG2 POINTE 8CM BRETELLE DE12 GEOPHONES SM4ULD FREQUENCE 10 HZ MONTES DANS BOITIER TYPE BG2 POINTE 8CM RESISTANCE 1.21KOHM, ESPACES DE 5M BRIN DE TETE ET QUEUE 5M TERMINE PAR UN CONNECTEUR HERMA4 CABLE 3 CONDUCTEURS AVEC ANNEAUX ESPACES DE 1.3M EPINGLE DE RAMASSAGE CABLAGE 12x1	ESP. 5M TETE 5M QUEUE 5M H4 STRING OF 12 GEOPHONES SM4ULD FREQUENCY 10 HZ ASSEMBLIED IN HOUSING TYPE BG2 SPIKE 8 CM RESISTOR 1.21 KOHM, INTERVAL 5 M. LEAD IN 5M TAIL 5M ENDED BY CONNECTOR HERMA4 CABLE 3 WIRES WITH D LOOPS SPACED 1.3M . CARRYING HASP WIRING 1x12
070000318	BRET. 12 SM4U LD POINTE 8CM + BRETELLE DE12 GEOPHONES SM4ULD FREQUENCE 10 HZ MONTES DANS BOITIER TYPE BG2 POINTE 8CM ET TRIPODE RESISTANCE 1.21KOHM ESPACES DE 5M BRIN DE TETE 10M TERMINE PAR UN CONNECTEUR HERMA4 CABLE 3 CONDUCTEURS AVEC ANNEAUX ESPACES DE 1.3M EPINGLE DE RAMASSAGE CABLAGE 4x3	TRIPOD ESPAC. 5M HERMA 4 10M STRING OF 12 GEOPHONES SM4ULD FREQUENCY 10 HZ ASSEMBLIED IN HOUSING TYPE BG2 SPIKE 8 CM AND TRIPOD RESISTOR 1.21KOHM INTERVAL 5M LEAD IN 10M ENDED BY CONNECTOR HERMA4 CABLE 3 WIRES WITH D LOOPS SPACED 1.3M . CARRYING HASP WIRING 4x3
070000320	BRET. 12 SM4ULD BG2 8CM R=375 BRETELLE DE12 GEOPHONES SM4ULD FREQUENCE 10 HZ MONTES DANS BOITIER TYPE BG2 POINTE 8CM RESISTANCE 1.21KOHM, ESPACES DE 12M BRIN DE TETE 12M TERMINE PAR UN CONNECTEUR HERMA4 CABLE 3 CONDUCTEURS AVEC ANNEAUX ESPACES DE 1.3M EPINGLE DE RAMASSAGE CABLAGE 3x4	ESP. 12M TETE 12M HERMA4 STRING OF 12 GEOPHONES SM4ULD FREQUENCY 10 HZ ASSEMBLIED IN HOUSING TYPE BG2 SPIKE 8 CM RESISTOR 1.21 KOHM, INTERVAL 12 M. LEAD IN 12M ENDED BY CONNECTOR HERMA4 CABLE 3 WIRES WITH D LOOPS SPACED 1.3M . CARRYING HASP WIRING 3x4
070000450	BRET. 12 SM4U LD TRIPODE ESP. BRETELLE DE12 GEOPHONES SM4ULD FREQUENCE 10 HZ MONTES DANS BOITIER TYPE BG2 AVEC TRIPODE RESISTANCE 1.00KOHM, ESPACES DE 10M BRIN DE TETE 15M, BRIN DE QUEUE 15M TERMINE PAR DEUX CONNECTEUR HERMA4 CABLE 3 CONDUCTEURS AVEC ANNEAUX ESPACES DE 1.3M EPINGLE DE RAMASSAGE CABLAGE 12x1	10M TETE QUEUE 15M 2H4 R=1KH STRING OF 12 GEOPHONES SM4ULD FREQUENCY 10 HZ ASSEMBLIED IN HOUSING TYPE BG2 WITH TRIPOD RESISTOR 1.00 KOHM, INTERVAL 10 M. LEAD IN 15 M, TAIL 15M ENDED BY TWO CONNECTORS HERMA4 CABLE 3 WIRES WITH D LOOPS SPACED 1.3M . CARRYING HASP WIRING 12 IN SERIES

Famille: 726 BRETELLE

S/Famille: 20 GEOPHONES TERRESTRES

Code

070000149 BRET. 12 GSC20D BG2 POINTE 8CM ESP. 5M TETE 10M MUELLER CLIP
BRETELLE DE12 GEOPHONES GSC20D STRING OF 12 GEOPHONES GSC20DX
FREQUENCE 10 HZ MONTES DANS FREQUENCY 10 HZ ASSEMBLED IN
BOITIER TYPE BG2 POINTE 8CM HOUSING TYPE BG2 SPIKE 8 CM
RESISTANCE 1.21KOHM, ESPACES RESISTOR 1.21 KOHM, INTERVAL
DE 5M BRIN DE TETE 10M, 5 M. LEAD IN 10 M ENDED
TERMINE PAR BY CONNECTOR MUELLER CLIP
UN CONNECTEUR MUELLER CLIP CABLE 3 WIRES WITH D LOOPS
CABLE 3 CONDUCTEURS AVEC SPACED 1.3M. CARRYING HASP
ANNEAUX ESPACES DE 1.3M WIRING 1X12
EPINGLE DE RAMASSAGE
CABLAGE 12X1

070000150 BRET. 12 GSC20D BG2 POINTE 8CM ESP. 5M TETE 5M MUELLER CLIP
BRETELLE DE12 GEOPHONES GSC20D STRING OF 12 GEOPHONES GSC20DX
FREQUENCE 10 HZ MONTES DANS FREQUENCY 10 HZ ASSEMBLED IN
BOITIER TYPE BG2 POINTE 8CM HOUSING TYPE BG2 SPIKE 8 CM
RESISTANCE 1.21KOHM, ESPACES RESISTOR 1.21 KOHM, INTERVAL
DE 5M BRIN DE TETE 5 M, 5 M. LEAD IN 5 M ENDED
TERMINE PAR BY CONNECTOR MUELLER CLIP
UN CONNECTEUR MUELLER CLIP CABLE 3 WIRES WITH D LOOPS
CABLE 3 CONDUCTEURS AVEC SPACED 1.3M. CARRYING HASP
ANNEAUX ESPACES DE 1.3M WIRING 1X12
EPINGLE DE RAMASSAGE
CABLAGE 12X1

Famille: 726 BRETELLE

S/Famille: 30 GEOPHONES MARAIS

Code

070000424 BRET. MARAIS 12 GSC20DX EM2 8CM TETE 5M H4 ESP. 5M DES.0.65
BRETELLE DE12 GEOPHONES GSC20D STRING OF 12 GEOPHONES GSC20DX
FREQUENCE 10HZ MONTES DANS FREQUENCY 10 HZ. ASSEMBLED IN
BOITIER TYPE BM2 POINTE 8CM HOUSING TYPE BM2 SPIKE 8 CM
RESISTANCE 1.21KOHM, ESPACES RESISTOR 1.21 KOHM, INTERVAL
DE 5M BRIN DE TETE 5 M. 5 M. LEAD IN 5 M ENDED BY
TERMINE PAR UN CONNECTEUR CONNECTOR HERMA4, DROP 0.65M
HERMA 4, DESCENTE 0.65M CABLE 3 WIRES WITH D LOOPS
CABLE 3 CONDUCTEURS AVEC SPACED 1.3M. CARRYING HASP
ANNEAUX ESPACES DE 1.3M WIRING 1X12
EPINGLE DE RAMASSAGE
CABLAGE 12X1

070000438 BRET. MAR. 12 GSC20D BM2 15CM ESP. 5M DESC. 2.5M TETE 5M H4
BRETELLE DE12 GEOPHONES GSC20D STRING OF 12 GEOPHONES GSC20DX
FREQUENCE 10 HZ MONTES DANS FREQUENCY 10 HZ ASSEMBLED IN
BOITIER TYPE BM2 POINTE 15 CM HOUSING TYPE BM2 SPIKE 15 CM
RESISTANCE 1.21KOHM, ESPACES RESISTOR 1.21 KOHM, INTERVAL
DE 5M BRIN DE TETE 5 M, 5 M. LEAD IN 5 M ENDED BY
TERMINE PAR UN CONNECTEUR CONNECTOR HERMA4, DROP 2.5 M
HERMA 4, DESCENTE 2.5 M CABLE 3 WIRES WITH D LOOPS
CABLE 3 CONDUCTEURS AVEC SPACED 1.3M . CARRYING HASP
ANNEAUX ESPACES DE 1.3M WIRING 1x12
EPINGLE DE RAMASSAGE
CABLAGE 12x1

CODE
-----070000475 ADAPTATEUR 12 10S/2 HERMA4
-----070000476 ADAPTATEUR 12 35/3MCA
-----070000478 ADAPTATEUR 12 35/2 HERMA4
-----070000481 ADAPTATEUR 12 35/MCA
-----070000473 ADAPTATEUR BC35/2HERMA4
-----070000474 HERMA4/2 HERMA4
-----070000477 ADAPTATEUR HERMA4/3HERMA4
-----070000479 HERMA4/ HERMA4 LONGUEUR 50M
-----070000480 ADAPTATEUR HERMA4/MCA

Vibrators

AMG P 23/M27

AMG P 28/M28

OPSEIS EAGLE

1. MAIN EQUIPMENT

- A. Opseis Eagle Universal Central
Recording Station (CRS) Compatible for
Use with all energy sources (2005450-999)
Equipment consist of:
- OPSEIS Seismic Processing Unit Model 915 (2005264-002)
(Includes 8 - 2 Meg DRP Boards)
 - OPSEIS Operator Display Terminal Model 930 (2006009-001)
 - OPSEIS 3480 1/2" Cartridge Tape Drive (2006007-002)
 - OPSEIS Plotter, 11 inch (OYO GS 612) Model 935 (2006008-001)
 - OPSEIS RF Unit Model 911 (2006895-001)
 - Software Selectable Digital Notch and Low-Cut Filters
 - One (1) Set YAGI CRS Antennas, 110 V Rotors, and Wiring Harness
(2005660-001)
 - 3 FT 110V CRS Equipment Cabinet (2006006-001)
 - 110V UPS Power Backup System
 - Vibroseis Interface 0
Consisting of:
 - Surface Excitation Interface Unit Model 925 (2005449-003)
 - Correlation Software and Hardware
 - CRS Software
 - Cable Set
- B. Opseis Eagle Universal Seismic
(6 Channels)
(4 Channels)
(2 Channels)
Acquisition Remote Unit (SAR) Model 813/6
(each accommodates 6 recording channels)
This configuration provides 1000 channels
plus 50% roll along. (2006001-999)
Each SAR consist of:
- Case, PRC (2005801-999)
 - SAR Transceiver (2005214-999)
 - 6 Channel - 24 Bit SAR Logic Unit (2006002-066)
 - Antenna Assembly, Yagi w/Poles, Dom, 6NC (2006004-003)
& Cover Bag (2005728-001)
 - No Audio Kit (2006025-001)
 - Solar Panel and 10 AH Battery
- C. RF Blastor Model 815/816 (Radio
Controlled Shooting Device) (2005662-002)
with Voice Communication
- D. Battery Charger, 10AH, 110V, Model 715
(36 SAR Charging Capability) (2005377-003)
- E. Manuals

TOTAL MAIN EQUIPMENT

II. OPTIONS

- A. Antenna Mast (60 ft.) (1110000-015)
- B. Antenna Mast Spares (2005580-001)
- C. Portable CRS Cases (2006011-001)
\$16,474

III. OPTIONAL TEST EQUIPMENT & SPARES

- A. OPSEIS 110 V Eagle SAR Tester
\$104,500
(2005403-001)
- B. OPSEIS 110/220V Eagle SAR Tester
(2005403-003)
- C. OPSEIS 110 V Transceiver Maintenance
\$93,500
Equipment (2005554-001)
consisting of:
 - Computer System (1192004-001)
 - RF Tester (2005445-001)
 - RF Alignment Fixture (2006169-001)
 - IFR Spectrum Analyzer Mdl A-7550 (2005556-001)
 - Leader Power Supply Mdl A-LPS-164A (1481007-005)
 - BK Precision Function Gen. Adl 3011B (1343000-010)
 - BK Precision Freq. Counter Mdl 1856 (1343000-011)
 - Tektronix Oscilloscope Mdl 2445B (1343000-001)
 - Wavetak Signal Generator Mdl 2510A (2005555-001)
 - Bird Wattmeter Mdl 43 (2005557-001)
- D. Power Unit Capacity Tester
(Provides 8 SAR Capability) (2005363-003)
- E. Deployment Aid model 710
(2005558-002)
- F. L.C. Tester (2006063-001)
- G. Standard System Spares
 - 1. CRS Spares (2005550-999)
Attachment A
 - 2. SAR Spares (2005559-999)
Attachment B
 - 3. Vibrosais Spares (2006103-999)
Attachment C

H. Expanded System Spares

1. CRS Spares (2005550-999)
Attachment A
2. SAR Spares (2005559-999)
Attachment B
3. OPSEIS System Component Spares
Attachment C
4. CRS/SAR Tester Spare Parts
Attachment D
5. Vibrosais Spares (2006103-999)
Attachment E
6. Pelton Spares 0
Attachment F 0

OPSEIS PRODUCT QUOTATION

Standard System Spares
Attachment A
Board Level Spares for CRS

Description	Part No.
Data Display IOC	2001235-001
DO Graphic Processor	2009536-001
Operator Display IOC	2001230-001
VME Hard Disk Module	2009904-001
Global Bus System Processor	2009817-001
4 MB Ram	2009821-001
RF IOC 2	2009915-001
Mag Tape IOC 2	2009845-001
CRS RF Interface	2005237-001
Data Receiver Processor	2005789-001
Octal Serial Port	2009837-001
Transmit/Receive Switch	2005248-001
Spectrum Analyzer	2005249-001
CRS Receivers	2005246-002
CRS Transmitter	2005247-003

TOTAL BOARD LEVEL SPARES FOR CRS
ITEM III.G.1, MAIN QUOTATION

Standard System Spares
Attachment B
Board Level Spares for SAR

Description	Part No.

SAR 24 Bit Digital Board	2005201-001
SAR Battery Pack	2005203-001
SAR 24 Bit Analog Board	2005736-001
SAR 24 Bit Motherboard	2005688-001
SAR 24 Bit Power Regulator	2006108-001
SAR Power Converter w/Long Sleep	2005210-002
Antenna Assembly, Yagi w/Poles. Dom, BNC	2006004-003
Complete Transceiver	2005214-999
Solar Panel (Standard)	2009933-001

TOTAL BOARD LEVEL SPARES FOR SAR
ITEM III.G.2, MAIN QUOTATION

Standard System Spares
Attachment C
Board Level Spares for Vibroseis

Description	Part No.

SEIU Interface	2009769-001
Octal Sanal Bd	2009837-001
Dual Power Supply 24V	1481008-001

TOTAL BOARD LEVEL SPARES FOR VIBROSEIS
ITEM III.G.3, MAIN QUOTATION

EXPANDED SYSTEM SPARES
ATTACHMENT A
BOARD LEVEL SPARES FOR CRS

Description	Part No.
Oyo Plotter Spares (Detailed List Available upon Request)	2005549-001
Data Display IOC	2001235-001
DD Graphic Processor	2009536-001
Operator Display IOC	2001230-001
OPSEIS 3480 1/2" Cartridge Tape Drive	1191017-001
VME Hard Disk Module	2009904-001
Global Bus System Processor	2009817-001
4 MB Ram	2009821-001
RF IOC 2	2009915-001
Mag Tape IOC 2	2009845-001
CRS RF Interface	2005237-001
Data Receiver Processor	2005789-001
Octal Serial Port	2009837-001
Transmit/Receive Switch	2005248-001
Spectrum Analyzer	2005249-001
Set of Internal & External Cables	2005551-001
CRS Receivers	2005246-002
CRS Transmitter	2005247-003
SPU Power Supply	1481000-001
RF Unit 12V Power Supply	1481000-009
RF Unit 5V Power Supply	1481000-010

TOTAL BOARD LEVEL SPARES FOR CRS
ITEM III.H.1, MAIN QUOTATION

EXPANDED SYSTEM SPARES
ATTACHMENT B
BOARD LEVEL SPARES FOR SAR

A. ELECTRONIC ENCLOSURE

Description	Part Number	Qty.
SAR 24 Bit Digital Board	2005201-001	13
SAR Battery Pack	2005203-001	20
"BNC" Type Antenna Connector	C64097	13
Geophone Jumper Connectors - Mating	1215000-029	25
SAR 24 Bit Analog Board	2005736-001	15
SAR 24 Bit Motherboard	2005688-001	13
SAR 24 Bit Power Regulator	2006108-001	13
SAR Power Converter w/Long Sleep	2005210-002	13
SAR Internal Cable Set (Standard)	2005578-001	13
Antenna Assembly, Yagi w/Poles, Dom, BNC	2006004-003	15
Complete Transceiver	2005214-999	13
Solar Panel (Standard)	2009933-001	13
Male Wirelink Connectors	1215000-037	13
Female Wirelink Connectors	1215000-039	25

TOTAL BOARD LEVEL SPARES FOR SAR
ITEM III.H.2, MAIN QUOTATION

EXPANDED SYSTEM SPARES
ATTACHMENT D
CRS/SAR TESTER SPARES

Description	Part Number
Emulator Board	2009399-001
Set External Cables	2009566-008
Global Bus System Processor	2009817-002
RF Tester Interface	2005258-001
6 Ch. Test Signal Synthesizer	2005722-001
Data Receiver Processor (.5 Meg)	2009892-002
68000 POD Cable	1682010-001
SAR System Interface	2009396-002
TOTAL CRS/SAR TESTER SPARES	
ITEM III.H.4, MAIN QUOTATION	

SUBSIDIARIES OF THE COMPANY

Mitcham Canada, Ltd. an Alberta corporation with its principal place of business to be located in Calgary, Alberta, Canada.

CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

We hereby consent to the incorporation by reference in Amendment No. 1 to this Registration Statement on Form S-3 of our report dated February 23, 1996, included in the Form 10-KSB of Mitcham Industries, Inc. for the year ended January 31, 1996.

/s/ HEIN + ASSOCIATES LLP

HEIN + ASSOCIATES LLP
Certified Public Accountants
Houston, Texas
October 24, 1996