

NOBLE POLYMERS, LLC WARRANTY

Seller warrants to the Buyer that (at the time of shipment) all goods shall comply with the Seller's sales specifications (in effect at the time of the purchase). This warranty shall expire the earlier of (i) sixty (60) days from the date of shipment, or (ii) the date of use of the goods. This warranty shall be voided by any alteration or modification of any good by any person other than an employee of Seller, and by any abuse, misuse or neglect of the good. THIS LIMITED WARRANTY IS GIVEN ONLY TO THE ORIGINAL PURCHASER, IT MAY NOT BE TRANSFERRED OR ASSIGNED AND DOES NOT EXTEND TO ANY SUBSEQUENT PURCHASER OR TRANSFEREE OF THE GOODS. THIS WARRANTY IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY SELLER WITH RESPECT TO THE GOODS, AND SELLER EXPRESSLY DISCLAIMS, AND BUYER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Buyer must make all warranty claims under this warranty in writing, the earlier of (i) within sixty (60) days after the shipment date, or (ii) prior to the date of use. Seller will at its option (a) replace the goods or (b) refund to Buyer the price paid by Buyer for such goods, and this shall be Buyer's sole and exclusive remedy with respect thereto. Seller's liability with respect to any failure of any goods to comply with the specifications or any goods being defective or otherwise is expressly limited to the foregoing. Buyer shall not be entitled to return any goods to Seller without Seller's prior written approval. WITHOUT LIMITATION TO THE FOREGOING, SELLER SHALL NOT (UNDER ANY CIRCUMSTANCES) BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY.