

NOBLE POLYMERS, LLC - TERMS AND CONDITIONS OF SALE

The Agreement. All sales by Noble Polymers, LLC (the "Seller") shall be governed by the following terms and conditions of sale. The agreement between Seller and any party purchasing goods or services (the "goods") from the Seller (the "Buyer") shall consist only of the terms appearing herein and in Seller's quote or proposal and any attachments, exhibits and supplements (the "contract") together with any terms mutually agreed to in writing hereafter by Seller and Buyer. In the event of a conflict between Seller's quote or proposal and these terms and conditions, Seller's quote or proposal shall control. Buyer's issuance of a purchase order constitutes its acknowledgment that Seller's quote is the first document exchanged, containing the essential elements of, and therefore constitutes an offer. Seller objects to and shall not otherwise be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to Seller. The contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by Seller, to the extent they differ from, modify, add to or detract from the contract, shall not be binding on Seller. The contract is the entire agreement among the parties, and supersedes all prior and contemporaneous agreements between the parties, with respect to the subject matter of this contract. There are no agreements, promises or understandings, either verbal or written that are not fully expressed herein. No statements, recommendations, or assistance by either party has been relied upon by either party or shall constitute a waiver by either party of the provisions hereof.

1. **No Implied Acceptance.** Notwithstanding any contrary provision in Buyer's purchase order, no action by Seller such as delivery of goods, the rendering of services or the commencement of work on goods to be specially manufactured for Buyer, will be deemed an acceptance by Seller of any purchase order from Buyer with terms different or additional than those contained in this contract.
2. **Terms of Payment.** Payments are due from Buyer net thirty (30) days from date of Seller's invoice, unless otherwise provided in the contract. Payments shall be made to Seller at the address specified in the invoice, without any offset or deduction for any reason. Buyer waives all rights of offset and deduction. Pro rata payments shall become due, as shipments are made. Prices are F.O.B. Seller's shipping point unless otherwise stated in the contract. When any payment is not paid on or before its due date, Buyer agrees to pay a late charge on the sum outstanding, from the due date for receipt of payment to the actual date of receipt of payment, at a rate of 1.5% per month, or, if lower, the highest interest rate permitted by law, on the unpaid balance. If a payment is not paid on or before its due date, Buyer agrees that Seller may also cease performance under any and all of Buyer's purchase orders whether or not related to the late payment. Whenever, in the judgment of Seller, the financial condition of the Buyer does not justify the continuation of production or shipment on the specified terms of payment, Seller may require full or partial payment in advance or, in Seller's sole discretion, stop or delay production or shipment. Seller shall have a purchase money security interest in all goods purchased by Buyer, as security for all sums owing from Buyer to Seller from time to time. Buyer hereby conveys power of attorney to Seller for the sole purpose of executing documents necessary to perfect Seller's security interest in the goods and Buyer further agrees to execute and deliver any documents requested by Seller for the purpose of perfecting such security interest.
3. **Delivery.** Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Seller of all information to be furnished by Buyer, and all shipments are subject to Seller's production schedule. Buyer shall inspect all goods for damage or shortage upon receipt, and immediately notify Seller of any such damage or shortage. Seller shall not be responsible for claims for error in quantity, weight or damage not made within (ten) 10 days after Buyer's receipt of goods. Each installment of goods to be delivered pursuant to this contract is to be considered as a separate sale and Buyer shall be liable to pay the agreed price for each such installment without regard to any failure to deliver other installments, and Seller's breach or default in the delivery of any installment shall not give Buyer the right to refuse to receive any other installments. In the event Seller is delayed in performance by Buyer or at Buyer's request, Buyer will be responsible for any resulting increase in cost, including handling and insurance charges and storage charges, and Seller may invoice goods ready for shipment with payment to be made in accordance with the payment schedule as if the goods had been shipped. In the event delay is caused by Buyer's failure to furnish information necessary for Seller's performance, Seller may extend the shipment date for a reasonable time in proportion to the period of Buyer's delay.
4. **Title and Risk of Loss.** Title and all risk of loss of goods sold hereunder shall pass to Buyer at the: 1) delivery destination, if Seller delivers the goods to Buyer, or 2) Seller's shipping point, if goods are transported via common carrier.
5. **Limited Warranties and Remedies; Limitations of Liability.** The goods sold under this contract shall have the limited warranties and remedies (in effect at the time of purchase), as posted on our website at www.noblepolymers.com. In no event shall Seller be liable for incidental, consequential or special damages, including without limitation, lost revenues, profits or recall expenses, nor shall Seller's liability on any claim for damages arising out of or connected with the contract or the manufacture, sale, delivery or use of the goods exceed the purchase price of the goods previously paid under this particular contract by Buyer to Seller.
6. **Indemnification.** Buyer shall indemnify and defend Seller, Seller's parents, subsidiaries and affiliated entities; and their respective agents and employees against any and all liabilities, losses, damages, claims, costs and expenses, including reasonable attorney's fees (a) arising out of Buyer's breach of its obligations under this contract, or (b) (i) arising during the period in which Buyer, Buyer's agent or carrier, or Buyer's exchange partner has custody of the goods sold under this contract and (ii) relating to damages, personal injury or death of Buyer, its employees, contractors or subcontractors or Buyer's agent or carrier caused by exposure to the goods or explosion or combustion of the goods. Buyer's indemnification obligations shall not apply if Buyer demonstrates that the goods' nonconformity with the specifications was the primary and predominant cause of such damages, personal injury or death. In addition, Buyer shall indemnify Seller against all liabilities involving alleged violation of patent rights relating to Buyer's specifications and/or the goods resulting from those specifications. Buyer shall bear the full and exclusive burden for all liabilities in any such instance. Except as provided in the limited warranty set forth above, Seller will not be responsible for any harm arising out of Buyer's purchase, possession or use of any goods, whether based in contract, warranty, negligence or other tort, strict liability or otherwise.
7. **Cancellation/Reschedule of Purchase Orders.** Neither this contract nor any related purchase order may be terminated, cancelled or modified (in whole or in part) except with Seller's written consent.
8. **Disclosure and Use of Technical Information.** Any technical information disclosed by either Buyer or Seller to the other during the term of this contract is proprietary to each and may not be used by the other or disclosed by the other to any other person or entity without the written consent of the owner of the technical information. Any technical information owned or developed by Seller, including but not limited to, patents, trademarks, copyrights, know-how and proprietary information, and used for the production or supply of goods under this contract shall remain the sole and exclusive property of Seller. Except as authorized in writing by and on terms acceptable to Seller, Buyer shall have no right to disclose any technical information to any third party or to itself make or to have any third party make any goods that use the technical information owned by Seller. Seller is and shall be the sole owner of any and all intellectual property, proprietary rights, work product and any other items (directly or indirectly), in whole or in part, resulting from, related to or otherwise made, originated, discovered, developed, reduced to practice or conceived by Seller or its affiliates or subcontractors in connection with performing under this contract.
9. **Events Beyond Sellers Control.** Seller shall not be liable for any delay in performance of this contract or delivery of goods, when and to the extent such failure or delay is caused by or results directly or indirectly by, including, without limitation, the following: (a) acts of God; (b) flood, fire, earthquake, explosion, epidemics, pandemics or quarantine; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) changes in laws or regulations, or action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate materials, supplies, fuel, power or transportation facilities; and (k) other events beyond its reasonable control.
10. **Arbitration; Governing Law.** Any and all actions concerning any dispute arising hereunder shall be filed and maintained only in the Circuit Court of Kent County, Michigan or the United States District Court for the Western District of Michigan. The parties specifically consent and submit to the jurisdiction and venue of such state or federal court, and waive any objections either may have based on improper venue or forum non conveniens to the conducting of any proceeding in any such court. The terms and conditions of this contract shall be governed, construed, interpreted and enforced in accordance with the domestic laws of the State of Michigan, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan. This contract shall not be subject to or governed by the United Nations Convention on Contracts for the International Sale of Goods.
11. **Taxes.** Sales, use, occupation, excise and other taxes upon the production, sale or use of the goods are not included in the price and such taxes or any costs in connection therewith, wherever levied and whether imposed before or after payment of invoice, shall be paid by Buyer.
12. **Assignment and Delegation.** No right or interest in this contract shall be delegated or assigned by Buyer without the written permission of Seller. Any attempt at assignment or delegation shall be void unless made in conformity with this paragraph. Buyer warrants that it is purchasing for its own account and not as an agent.
13. **Hazardous Materials or Substances.** By accepting the goods, Buyer represents that it has reviewed and understands the contents of Seller's safety data sheet(s) for the goods (SDS), which are available upon request. Buyer understands that some goods may be hazardous materials or hazardous substances under various laws and regulations when handled or processed. Buyer agrees to familiarize itself (without further reliance on Seller) with any hazards associated with the goods, their processing and applications and the containers in which the goods are shipped. Buyer agrees to provide the SDSs to all those required by law to receive same and to inform and train its employees, and properly warn and instruct its customers, as to hazards identified in the SDSs or discovered by Buyer in its investigations. Buyer agrees to properly manage and dispose of all wastes and residues resulting from its use of all goods, including any disposable packaging, in accordance with applicable disposal or recycling laws. Buyer shall indemnify Seller, Seller's parents, subsidiaries and affiliated entities and their respective agents and employees against any claim, liability, loss, cost, damage or expense suffered or incurred by such indemnified party arising from Buyer's failure to so inform, warn, and familiarize its employees, agents, customers, and contractors, except to the extent that the claim, liability, loss, cost, damage, or expense is caused by failure of the goods to meet the specifications.
14. **Weights and Inspection.** The quantity of goods delivered is governed by Seller's weights and measurements, unless proved to be erroneous. Buyer may call for an examination of any weighing or measuring devices by an independent qualified examiner at Buyer's expense. If the examination discloses any inaccuracy in the weighing or measuring equipment of 1.5% or more, Seller shall reimburse Buyer for the cost of examination and correction, and adjust the corresponding invoice(s) accordingly.
15. **Compliance with Laws.** Buyer shall be responsible for processing all registrations and importation permits to import the goods and shall comply, prior to importing the goods, with all applicable laws and other requirements including but not limited to those regarding labeling, safety and usage, handling and disposal of hazardous materials, import and export of materials, and with all other applicable laws and regulations. Buyer represents and agrees that its activities in connection with the contract comply with the U.S. Foreign Corrupt Practices Act and any other similar acts applicable to Buyer. Buyer shall not pay, promise to pay, or authorize the payment of any money or anything of value, directly or indirectly to any person (whether a government official or private individual) for the purpose of illegally or improperly inducing any official or political party or official of the political party in obtaining or retaining business, or taking any other action favorable to Buyer or its business.