



STANDARD TERMS & CONDITIONS OF SALE

1. **Applicability.** (a) These Term & Conditions of Sale and Addendums, which are incorporated and made a part hereof, apply to all orders, documents or other agreements and relate to the sale of goods to you ("Customer") by Noble Biomaterials, Inc. or any of its affiliated entities ("NBI") (altogether "Goods") (collectively, the "Agreement"). (b) These Terms prevail over Customer's terms and conditions of purchase regardless of whether or when Customer has submitted any such terms on its purchase order or other documentation, none of which shall constitute a counteroffer. Fulfillment of any Order by NBI is an explicit rejection of any of Customer's terms and conditions and does not serve to modify or amend these Terms.
2. **Orders.** All sales of Goods shall be made through written orders accepted by NBI in writing (each an "Order"). Orders can be made and accepted by e-mail, delivery confirmed. Cancellation, modification, or changes to all or part of any Order is subject to NBI's prior written consent in each instance. All cancellations, modifications and returns are subject to the Return Material Authorization Policy ("RMA") attached as Addendum II. If cancellation or modification is permitted, Customer will pay to NBI all expenses incurred and/or reimbursement of costs or damages sustained by NBI caused by the cancellation or modification of any Order.
3. **Delivery.** (a) NBI will deliver Goods within a reasonable time of the date specified in any Order subject to the availability of Goods. NBI shall not be liable for any delays, losses or damage to Goods in transit. (b) Unless otherwise agreed in writing, NBI shall deliver the Goods Inco: Ex works, NBI Warehouse or "Delivery Location", using NBI's standard methods for packaging and shipping such Goods ("Delivery"). Customer shall take possession of the Goods immediately upon shipment. (c) NBI may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Customer. Each shipment will constitute a separate sale of Goods, and Customer shall pay for the units shipped whether in whole or partial fulfillment of the Order in accordance with regular payment terms. Please be advised that the actual quantity of goods shipped to Customer in any Order or portion of any Order may have a variance of plus or minus five percent (5%) of the quantity reflected in the Order and Customers will be invoiced for actual quantities received. Any Customer that pre-pays for Goods will be invoiced for overages or credited for shortages, as applicable.
4. **Risk of Loss; Title.** (a) Risk of loss or damage passes to Customer upon Delivery. If applicable, if Customer fails to accept delivery of any of the Goods on the date set forth in the Order, or if NBI is unable to deliver Goods to the Delivery Location on the date because Customer has failed to provide appropriate instructions, documents, licenses, or authorizations, then: (i) risk of loss of the Goods will pass to Customer upon such attempted delivery; (ii) the Goods will be deemed to have been delivered to Customer as of such time; and (iii) NBI, at its option, may store the Goods until Customer takes physical possession of them, at which time Customer will be liable for all costs and expenses resulting from the failure to take Delivery (including but not limited to the cost of storage and insurance). (b) As collateral security for the payment of the purchase price of the Goods, Customer hereby grants to NBI a lien on and security interest in and to all of the right, title and interest of Customer in, to and under the Goods, wherever located, and whether now existing or hereafter arising, as well as all proceeds (including insurance) of the foregoing. (c) Title passes to Customer upon Customer's payment in full for the Goods.
5. **Inspection and Rejection of Goods.** (a) Customer is obligated to inspect Goods within five (5) days of delivery. Goods shall conform with the paperwork with which they are shipped. If any Goods do not conform with the applicable shipping documentation (e.g., shortages, overages, wrong product, obvious damages), Customer will advise NBI in writing of any such issues so that NBI may timely address and take any appropriate remedial steps. (b) For a period of one (1) year from the date of shipment of any Good, Goods shall meet applicable agreed-upon published specifications as set forth in Addendum I and be free of defects in materials and workmanship that materially affect their performance to such written specifications (altogether "Specifications"). Goods that do not meet Specifications shall be considered defective ("Defective Goods"). (b) NBI agrees, in its sole discretion, to either: (i) replace Defective Goods; or (ii) issue a credit to NBI in the applicable amount relating to the Defective Goods, so long as the allegedly Defective Goods are returned to NBI in conformance with the Return Material Authorization Policy as set forth in Addendum II to these Terms ("RMA"). This shall be Customer's exclusive remedy under this Agreement for Defective Goods. Except as provided hereunder, all sales of Goods to Customer are final and Customer has no right to return Goods.



6. **Prices and Payment Terms.** (a) Prices on Orders are firm for a period of ninety (90) days from acceptance. All stated prices are exclusive of any taxes, fees, duties, and levies, however designated or imposed including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement (collectively, "Taxes"). Any Taxes related to Goods purchased pursuant to this Agreement are the responsibility of Customer (excluding taxes based on NBI's income). Unless otherwise set forth in the Order, Customer will pay all invoiced amounts within thirty (30) days following the date of NBI's invoice or such other terms as may be agreed to by the parties in writing. (b) Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse NBI for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. (c) In addition to all other remedies available under these Terms or at law (which NBI does not waive by the exercise of any rights hereunder), NBI shall be entitled to suspend the delivery of any Goods if Customer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof. (d) Customer shall not withhold payment of any amounts due and payable hereunder for any reason, including by set-off or claim against NBI.
7. **Limited Warranty.** (a) NBI WARRANTS SOLELY THAT GOODS COMPLY WITH NBI'S PUBLISHED SPECIFICATIONS AS SET FORTH IN ADDENDUM I. NBI MAKES NO OTHER WARRANTY WITH RESPECT TO GOODS, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF (ia) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; or (iii) PERFORMANCE OF ANY PRODUCT MANUFACTURED BY OR FOR CUSTOMER OF WHICH GOODS ARE A COMPONENT EVEN IF SUCH USE IS FORESEEABLE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY NBI, OR ANY OTHER PERSON ON NBI'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED HEREIN. (b)
- This warranty to specification does not apply to any Good that: (i) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by NBI; (ii) has been reconstructed, repaired or altered; or (iii) has been incorporated in any product or used in any manner that has not been previously approved in writing by NBI. Customer acknowledges that Goods cannot perform to Specification if not used strictly in accordance with NBI's instructions and warrants that it will use Goods in accordance with such directives, and instructions.
- Additionally, Customer agrees that it will comply with all other instructions and recommendations provided by Seller, including storage conditions (e.g., temperature, humidity).
8. **Indemnification.** It is understood that Goods are an ingredient product, which Customer is purchasing in connection with the use and/or incorporation of Goods into other products, which other products may be final products themselves, or components of final products ("Other Products"). Accordingly, (a) Customer shall indemnify, defend and hold harmless NBI and its officers, directors, employees, agents, successors and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers (collectively, "Losses"), relating to/arising out or resulting from any third- party claim alleging: (i) a breach of this Agreement by Customer; (ii) an issue or claim relating to Other Products; (iii) Customer's negligence or intentional misconduct relating to Goods, including with respect to their promotion; or (iv) Customer's failure to comply with any applicable law. (b) NBI shall indemnify, defend and hold harmless Customer from and against all Losses arising out of any claim of a third party alleging that any of the Goods, unaltered and in the same condition as when sold by NBI, directly caused damage due to being defective or an infringement of any intellectual property right of a third party.
9. **Limitation of Liability.** IN NO EVENT SHALL NBI BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT NBI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL



PURPOSE. IN NO EVENT SHALL NBI'S LIABILITY HEREUNDER EXCEED THE TOTAL OF THE AMOUNTS OF ANY ORDER THAT IS THE SUBJECT OF A CLAIM, OR THE AMOUNTS PAID TO NBI BY CUSTOMER IN THE PRECEDING SIX (6) MONTHS PRIOR TO THE CLAIM, WHICHEVER IS LESS.

10. **Termination.** In addition to any remedies that may be provided under these Terms, NBI may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (a) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Customer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
11. **Confidential Information.** All non-public, confidential or proprietary information of NBI, including but not limited to, specifications, samples, processes, techniques, formulas, intellectual property, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by NBI to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by NBI in writing. Upon NBI's request, Customer shall promptly return all documents and other materials received from NBI. NBI shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.
12. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to NBI hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including without limitation, the following force majeure events: acts of God; flood, fire, earthquake, pandemic or epidemic, health crisis, war, invasion, terrorist threats or acts, embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency and strikes, labor stoppages or slowdowns, or other industrial disturbances. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.
13. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Pennsylvania. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Pennsylvania in each case located in the City of Scranton, PA. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The prevailing party in any litigation will be entitled to collect its fees and costs (including legal fees) from the losing party in addition to any judgement.
14. **OFAC and Compliance.** Customer represents and warrants that neither Customer nor any of its officers or directors is, and that to the actual knowledge of Customer, none of Customer's agents is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental regulation, and that it is not directly or indirectly acting on behalf of any such prohibited person or entity and will not transfer or resell the goods covered hereby to any such prohibited person or entity. Customer affirms that it will comply with all applicable United States and as applicable state and local laws and regulations, including but not limited to all tax laws, all applicable import/export laws and requirements, the Foreign Corrupt Practices Act; the USA Patriot Act, the International Trafficking in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and as applicable all pertinent provisions of the Federal Acquisition Regulations and the Department of Defense and as applicable other agencies' Supplements to the Federal Acquisition Regulations.
15. **Miscellaneous.** (a) Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of NBI. Any purported assignment in violation of this



Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party. (c) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy hereunder. (d) All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and may be delivered by email, receipt confirmed. (e) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.



ADDENDUM I

LIMITED WARRANTY – ALL PRODUCTS

This Limited Warranty is an Addendum to NBI's Standard Terms and Conditions of Sale ("Terms"). All capitalized terms are used in the same way as in the Terms unless defined herein.

NBI's Limited Warranty (see also Section 7 of the Terms) covers Goods delivered in packaged form or sealed containers and warrants that they meet published NBI Product Minimum and/or Maximum Specifications. Any Goods that do not meet these published specifications shall be considered Defective Goods within the meaning of the Terms and this Limited Warranty. NBI warranty is limited to Goods meeting Specifications and does not extend to any products that contain or are composed of Goods, even if such use is foreseeable (e.g., fabric knit from Goods).

Goods have been manufactured to meet published NBI Product Minimum and/or Maximum Specifications and are not returnable or exchangeable. If Customer believes that Goods are defective, it must follow timely procedures for inspection and return of Defective Goods, as set forth in NBI's Return Material Authorization Policy attached at Addendum II ("RMA").

With the purchase of Goods, NBI offers the following:

- Certificate of Analysis (COA) or Certificate of Conformance (COC), as requested
- Recommended Conditions for Storage and Use

Filament Products:

- New Mill Orientation (NMO)
- Recommended Alternative Chemicals List
- Integration Consultation

Fabric Products:

- Visual Inspection Report (as requested)
- Conductivity Profile (as requested)

Topical

- New Mill Orientation (NMO)
- Integration Consultation

Customer is responsible for the storage and use (including further fabrication) of Goods in accordance with the above-provided NBI documentation and recommendations.



ADDENDUM II

RMA POLICY – ALL PRODUCTS

This Return Material Authorization (“RMA”) Policy is an Addendum to NBI’s Standard Terms and Conditions (“Terms”). All capitalized terms are used in the same way as in the Terms unless defined herein.

1. **Inspection of Goods.** Customer is responsible for inspecting Goods within five (5) days of delivery and prior to use. If any Goods do not conform with the applicable shipping documentation (e.g., shortages, overages, wrong product) or have obvious damage, Customer will advise NBI in writing so that NBI can resolve any such issues in a timely manner.
2. **Notification of Defective Goods.** Customer must notify NBI of any Defective Goods in writing within (60) days of delivery. NBI manufactures products according to NBI specifications or other documented specifications as agreed to with Customer. Should our product deviate from these specifications, we will replace or credit at our discretion. It is the responsibility of our customers to adhere to proper industrial practices and assess received goods before fully integrating into finished articles. Any failure to do so does not hold NBI liable for consequential damages. NBI provides Goods according to NBI specifications or other specifications as agreed to with Customer; however, it is Customer’s responsibility to assess the suitability, merchantability, or field service performance for the NBI Product as used in subsequent intermediate of finished products.
3. **Complaint Claims Review.** NBI reserves the right to examine Goods prior to issuing any RMA. If NBI has requested a sample of the Defective Goods, no RMA will be issued until such sample has been supplied by Customer for inspection.
4. **RMA Issuance.** No returns shall be accepted without an approved RMA. NBI agrees that it will process claims for returns in a timely manner and, if possible, will attempt to respond with preliminary findings to claims within thirty (30) days of receiving Customer’s request for a return. Once accepted, NBI will issue an RMA identification number to Customer and include the RMA identification number on all return paperwork to ensure that Customer receives appropriate credit for Defective Goods.
5. **Time to Return Defective Goods.** Customer must complete the return of Defective Goods within thirty (30) days of the date RMA is issued. No returns shall be accepted past the (30) day period, and RMA shall be deemed cancelled.
6. **Returned Material Quantity Verification.** NBI will weigh all returned Goods and issue credit based on the weight of the material as received. NBI will deduct any Goods damaged by Customer, skimmers, or Goods that were in the possession of the Customer for ninety (90) days or more from the date NBI delivered the Goods for which the Customer is requesting credit.
7. **Credits/Replacement.** Upon confirmation of Defective Goods, NBI, at its discretion, will either replace Defective Goods or issue a credit in accordance with this RMA policy. Development (DEV) product codes, items will not be viewed as refundable customer complaints and are only for evaluation purposes unless expressed otherwise.
8. **Condition of Returned Goods.** Goods must be returned in a condition substantially similar to that in which they were delivered. NBI will not issue an RMA or accept returned Goods that have been damaged by Customer (e.g., contamination by grease, dirt, water, improper handling, storage, chemical exposure).
9. **NBI Liability.** As set forth in Section 7 of the Terms, NBI’s liability is limited. In no event will indirect costs such as freight or overhead be refunded or credited.
10. **Reasonable Trial.** Goods must be given a reasonable and fair trial to determine the cause of any processing issues prior to a request for return.
11. **Partial Cones.** NBI will not issue any RMA’s for packages of less than 0.25 lbs. (“Skinner Cones”).
12. **Color Variation, Contrast, Brightness.** Shade variability is typical and does not affect guaranteed performance specifications. Claims for color variation will not be accepted.
13. **Fabric Metalizing Imperfections:** Fabric metalizing imperfections may occur and can be either removed (cut out creating seams or split/sub-rolls) or tagged/flagged on edge of roll denoting location according to customer requirements.
14. **Cut Fabric.** NBI will not issue an RMA for fabric once cut by the Customer (parts, assemblies, trim, etc.). _____