



Standard Terms & Conditions of Sale

1. Applicability. (a) These Term & Conditions of Sale and Addendums ("Terms"), which are incorporated and made a part hereof, apply to all Orders that relate to the sale of goods ("Goods") to you ("Customer") by Noble Biomaterials, Inc. or any of its affiliated entities ("NBI") (collectively, the "Agreement"). (b) These Terms and the terms in any Order 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. Fulfillment of any Order by NBI is an explicit acceptance of these and rejection of any of Customer's terms and conditions.
2. Orders. All sales of Goods shall be made through written purchase orders accepted by NBI in writing (each an "Order"). Orders can be made and accepted through e-mail, delivery confirmed. Cancellation, modification, or changes to all or part of any Order is subject to NBI's prior written consent. All cancellations and modifications are subject to the Return Material Authorization Policy ("RMA") attached hereto and made a part hereof. If cancellation or modification is permitted, Customer will pay to NBI all expenses incurred and/or reimburse NBI for costs sustained by NBI caused by the cancellation or modification of any Order. It is understood that Goods are an ingredient product that the Customer is purchasing solely in connection with their use and/or incorporation into other products or components of products ("Other Products"). Goods are not permitted to be resold as is or other than in connection with the manufacture of Other Products.
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 will deliver the Goods Inco: Ex works, NBI warehouse, distribution center or dock, ("Delivery"). Customer shall take possession of the Goods immediately upon Delivery at the NBI location. (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 in accordance with regular payment terms. The actual quantity of Goods shipped to Customer in any Order or portion thereof 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. Customers who pre-pay 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 Customer fails to accept delivery of any of the Goods on the date outlined in the Order, or if NBI is unable to deliver Goods to the Customer for having failed to provide appropriate instructions, documents, authorizations or any other reason in its control., 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) 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) Title passes to Customer upon Customer's payment in full for the Goods.
5. Compliance with the RMA. Customer is obligated to comply strictly with the RMA with respect to the inspection, rejection, and return of Goods. Except as outlined in the RMA, all sales of Goods to Customer are final and no returns or exchanges are permitted.
6. Prices and Payment Terms. Unless otherwise set forth in the Order, Customer will pay all amounts on the terms as set forth in the NBI invoice. (b) Customer will 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. The Customer will be responsible for all taxes associated with the purchase of Goods. Customer shall reimburse NBI for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.
7. Limited Warranty. (a) NBI WARRANTS SOLELY THAT GOODS COMPLY WITH NBI'S WRITTEN SPECIFICATIONS ATTRIBUTABLE TO SUCH GOODS. NBI MAKES NO OTHER WARRANTY WITH RESPECT TO GOODS AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; or (iii) PERFORMANCE OF ANY PRODUCT MANUFACTURED BY OR FOR CUSTOMER OF WHICH GOODS ARE AN INGREDIENT, EVEN IF SUCH USE IS FORESEEABLE, 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 Goods that have been: (i) subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling or use contrary to any instructions issued by NBI; (ii) has been reconstructed, repaired or altered; or (iii) incorporated in any product or used in any manner. Customer acknowledges that Goods cannot perform to Specification if not used strictly in



accordance with NBI's instructions, as further outlined in the RMA.

8. Indemnification. 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 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 AMOUNT OF THE PURCHASE PRICE OF ANY GOODS THAT ARE 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. 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 bankruptcy petition 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, blackouts, cyber crises, 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. In no event shall NBI be liable for indirect, incidental, or consequential damages, including loss of profits, arising from any delay or failure in performance, except as expressly provided herein.
13. Business Continuity. NBI maintains a business continuity plan for its primary manufacturing facility, including contingency procedures for production, environmental compliance, and supply chain disruptions. While such plans are designed to minimize service interruptions, no guarantee of uninterrupted performance is made and the Customer agrees to cooperate in good faith with NBI to mitigate the effects of any disruption.



14. Governing Law. All matters arising out of or relating to this Agreement are governed by the 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 judgment.
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. (b) 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. (f) These Terms (including the Addendums) and the written documentation provided by NBI to Customer, along with any MNDA's or licenses entered by the Parties into in connection herewith, constitute the entire agreement between the parties with respect to its subject matter and supersede all prior and contemporaneous understandings, agreements, negotiations, and communications, whether written or oral, relating to such subject matter. These Terms may only be amended or modified in 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.



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. Suppose Customer believes that Goods do not conform to such specifications or are defective. In that case, 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

Yarn and Filament Products:

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

Fabric Products:

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

Topical Products:

- New Mill Orientation (NMO)
- Integration Consultation

Customer is responsible for the storage and use (including further fabrication) of Goods in accordance with NBI's documentation and recommendations and no warranty will apply to any Goods that have been: (i) subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling or use contrary to any instructions issued by NBI; (ii) have been cut, reconstructed, repaired or altered; or (iii) incorporated in any Other Product or used in any manner. Customer acknowledges that Goods cannot perform to Specification if not used strictly in accordance with NBI's instructions.



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 or as promptly thereafter as practicable 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 immediately so that NBI can resolve any such issues in a timely manner.
2. **Notification of Defective Goods.** If Goods are defective and do not meet Specifications, Customer must notify NBI of any such alleged defects in writing within sixty (60) days of delivery.
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. Goods that have been used, cut, combined or incorporated into any other goods cannot be returned.
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 that the RMA is issued. No returns shall be accepted, and RMA shall be deemed canceled after such thirty (30) day period.
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 used or 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 that Goods are Defective Goods, NBI, at its discretion, will either replace Defective Goods or issue a credit in accordance with this RMA policy.
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 or used by Customer (e.g., contamination by grease, dirt, water, improper handling, storage, chemical exposure).
9. **NBI Liability.** As set forth in the Terms, NBI’s liability is limited. In no event will it be liable for indirect costs such as freight, overhead, storage or anticipated profits, and no such amounts will 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, Odor.** Shade variability is typical and does not affect guaranteed performance specifications. Claims for color variation will not be accepted, nor will claims relating to odor.
13. **Fabric Metalizing Imperfections:** For metallized Goods, 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.).