

**Noble Biomaterials, Inc.**  
**Terms & Conditions of Purchase**

These Terms and Conditions of Purchase (“**Terms**”) govern the purchase by Noble Biomaterials, Inc. or any of its affiliated entities (each a “**Purchaser**”) of any products (“**Products**”) from a supplier (each a “**Supplier**”). These Terms and the terms in any purchase order placed by Purchaser (each a “**Purchase Order**”) prevail over any other terms and conditions of purchase and fulfillment of any Purchase Order by Supplier is an explicit acceptance of these Terms and rejection of any of Supplier terms and conditions.

**Purchase Orders**

Purchaser shall submit Purchase Orders for Products to Supplier, which shall set forth specific quantities needed, prices, delivery dates and shipping instructions. If Supplier does not provide Purchaser with a written rejection within seven (7) days of receipt of a Purchase Order, the Purchase Order shall be deemed accepted. Once accepted, the Purchase Order shall become binding upon Supplier, and Supplier will not cancel or modify such order in any respect without Customer’s written consent.

**Invoices; Payment**

Supplier shall invoice Purchaser upon delivery of Products pursuant to Customer’s Purchase Orders. Unless specifically stated in any Purchase Order, Purchaser will remit payment for all deliveries sixty (60) days after Purchaser’s receipt of Supplier’s invoice. Should an invoice payment otherwise fall due on a Saturday, Sunday, or public holiday, it shall be due on the following business day. Invoices will be submitted in an electronic or other format, as directed by Noble. If Supplier anticipates a shortage of Product for any reason that impacts any Purchaser Order, Supplier will advise Purchaser in writing immediately of such issue and take reasonable commercial steps to safeguard the delivery of Product as further set forth herein.

**Delivery**

All Products sold by Supplier to Purchasers shall be delivered in accordance with the destination and delivery schedule specified in the applicable Purchase Order. If Supplier does not meet such schedule, Purchaser may, in addition to other remedies available, require that Supplier pay for and ship Product via expedited routing to comply with such Purchase Order. If Products have not been delivered timely, then Purchaser, in its sole discretion, may cancel the Purchase Order, and Supplier will reimburse Purchaser the total cost differential incurred by Purchaser in purchasing substitutable products, provided that Purchaser uses commercially reasonable efforts to mitigate such costs. In addition, Supplier shall reimburse Purchaser for all commercially reasonable, documented and actually incurred costs and expenses incurred by Purchaser as a result of late delivery of Product, including the costs, fees and penalties payable by Purchaser as a result thereof plus any affiliated overhead costs. Supplier shall bear the risk of loss or damage to Products until they are delivered and accepted. Supplier shall transfer good and marketable title to the Product, free and clear of any and all liens and encumbrances, along with all information and documents required by Purchaser.

**Inspection**

The product shipped to the Purchaser is subject to reasonable inspection and testing at the delivery point. Purchaser reserves the right to reject Product that is not consistent with the documentation presented, appears not to be in compliance with the requirements of this Agreement, or is otherwise defective or adulterated through no fault of Purchaser. Purchaser will return any rejected Product to Supplier, at Supplier’s expense, and Supplier shall promptly, at Purchaser’s option, either: (i) ship replacement Product free of charge, or (ii) reimburse Purchaser or grant Purchase full credit, as applicable, equal to the purchase price of such Product. In addition, Supplier shall reimburse Purchaser for commercially reasonable, documented, direct costs and expenses resulting from the rejection of Product. Payment for any Product shall not be deemed acceptance or waiver of any defect or non-compliance.

**Products Meet Specifications**

Supplier represents, warrants, and covenants that all Products, and all raw materials, ingredients, components, intermediates, or other goods supplied in connection with Products under this Agreement shall strictly conform in all respects to:

- (i) the written specifications, formulations, drawings, samples, performance criteria, quality standards, labeling requirements, packaging requirements, and other technical requirements set forth in this Agreement or any Purchase Order;
- (ii) any certificates of analysis or conformance provided by Supplier; and (iii) any approved records or control

## Noble Biomaterials, Inc. Terms & Conditions of Purchase

documents agreed in writing by the Parties. No deviations, substitutions, changes in raw inputs, processing methods, manufacturing location, or quality control procedures shall be permitted without Purchaser's prior written consent.

### **Supplier Warranties**

Supplier represents, warrants, and covenants that all Products Are fit for the particular purpose for which Purchaser intends to use the Materials, which purpose has been disclosed to Supplier, and Supplier acknowledges that Purchaser is relying on Supplier's expertise, representations, and warranties in furnishing Products suitable for such purpose; are merchantable and of good and uniform quality within the meaning of the Uniform Commercial Code as adopted in the applicable jurisdiction.; are manufactured, packaged, labeled, stored, handled, and delivered in compliance with all applicable federal, state, local, and international laws, regulations, ordinances, and industry standards, including without limitation those relating to health, safety, environmental protection, labor practices, and transportation; are free from contamination, adulteration, foreign matter, defects in materials or workmanship, and are not misbranded or adulterated within the meaning of applicable law. All Products will be using consistent processes and controls sufficient to ensure batch-to-batch uniformity. Supplier shall not implement any material change in formulation, composition, source of supply, manufacturing site, equipment, testing methodology, or quality system without Purchaser's prior written approval. Supplier has good and marketable title to the Products, free and clear of all liens and encumbrances, and the manufacture, sale, and use of the Products do not infringe or misappropriate any third-party intellectual property rights. Each shipment shall be accompanied by a certificate of analysis and certificate of conformance certifying strict compliance with specifications.

These warranties survive inspection, acceptance, payment, resale, incorporation into other products, and termination. Supplier shall indemnify and hold Purchaser harmless from all claims, damages, losses, costs, and expenses arising out of breach of these warranties or nonconforming Materials.

### **Limitation on Liability.**

In no event will Purchaser be liable to Supplier for any amounts in excess of the purchase price of the Products in any Purchase Order that are the subject of such claim. PURCHASER WILL NOT BE LIABLE TO SUPPLIER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Supplier Indemnity.**

Supplier will indemnify, defend and hold harmless Purchaser, its affiliates, successors, assigns, and any of their respective directors, officers, employees, subcontractors, and agents from any claims, losses, liabilities, damages, penalties, or expenses, including, without limitation, reasonable attorneys' fees and court costs arising out of or in connection with: (a) Supplier's breach of its obligations under any Purchase Order; (b) any other breach of this Agreement by Supplier; (c) Supplier's negligence, gross negligence, or willful misconduct; and (d) Supplier's violation of Applicable Law.

### **Business Continuity.**

Supplier shall maintain and implement a commercially reasonable written business continuity and disaster recovery plan designed to ensure the continued supply of Products to Purchaser in the event of any actual or reasonably foreseeable disruption, including without limitation natural disasters, utility failures, equipment breakdown, labor disputes, cyber incidents, transportation interruptions, public health events, or supply chain failures. The plan will include notification to Purchaser, risk assessment and mitigation procedures; continuity measures such as, where feasible, safety stock, alternate sources of supply, alternate production capability, and subcontracting arrangements; disaster recovery procedures for critical IT systems and data; and designation of a crisis management team. Supplier shall notify Purchaser promptly after becoming aware of any event reasonably likely to materially impact its ability to supply Products, describing the nature of the disruption, anticipated duration, and mitigation steps. Supplier shall use commercially reasonable efforts to mitigate the effects of any disruption, prioritize restoration of supply to Purchaser consistent with contractual commitments, and allocate available supply in a fair and non-discriminatory manner. Supplier's obligations under this clause are in addition to its performance obligations under this Purchase Order and shall not limit Purchaser's rights or remedies, except to the extent performance is excused under an applicable force majeure provision.

**Noble Biomaterials, Inc.**  
**Terms & Conditions of Purchase**

**Termination.**

Purchaser may terminate this Agreement with immediate effect in the event of Supplier's breach of this Agreement, unless within ten (10) days following written notice thereof, such breach is cured (or action to cure is undertaken if cure within ten (10) days is not reasonably possible) to the reasonable satisfaction of Purchaser. In the event that substantially the same breach occurs three (3) times in a twelve (12) month period, Purchaser may terminate the Agreement immediately for breach upon written notice. Purchaser may terminate this Agreement at any time for its convenience upon thirty (30) days' written notice to Supplier. Any termination of this Agreement shall not release the Parties from obligations arising under this Agreement prior to the effective date of such termination. Supplier shall continue to honor and deliver according to all pending Purchase Orders up to the effective date of termination and for a period of sixty (60) days thereafter pursuant to the terms set forth in this Agreement.

**Confidentiality.**

All non-public information shared between the Parties during the Term of this Agreement that would be deemed confidential by a reasonable person, including, but not limited to, the terms of this Agreement and information relating to the Supplier's purchases and purchasing strategy, business, products, technical know-how, processes, customers, companies, pricing programs, and strategies will be deemed "Confidential Information", and will not be disclosed to any third parties except in strictly in connection with fulfilling its obligations under this Agreement and for no other purpose. The receiving party must ensure its employees, agents, or contractors follow the confidentiality terms for the disclosing party's Confidential Information and is responsible for any breaches by them. This undertaking to keep information confidential shall survive the termination of this Agreement. Supplier shall make no public reference, advertisement, or promotion regarding Purchaser without the prior written consent of Purchaser.

**Miscellaneous.**

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. No amendment or modification to this Agreement shall be effective unless in writing and signed by the Parties. Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of Customer. Failure by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. This Agreement is for the sole and exclusive benefit of the parties to this Agreement, Purchaser's affiliates, and all of their respective successors and permitted assigns. Other than as specifically set forth herein, this Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties whether oral or in writing in relation to the subject matter of this Agreement. Supplier shall keep during the Term and for a period of (7) years thereafter, such records so as to be able to document all aspects of the manufacture and sale of Products. Upon reasonable written notice and during normal business hours Purchaser may audit Supplier's manufacturing or storage facilities utilized and any relevant documents related to the Product and this Agreement to ensure Supplier's compliance with this Agreement and all applicable law.

**Disputes.**

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.