

NOBLES WORLDWIDE, INC.  
Terms and Conditions of Sale

1. Offer and Acceptance. These Terms and Conditions of Sale (these “**Terms**”) shall apply to all sales of products (the “**Products**”) and services (“**Services**”) by Nobles Worldwide, Inc. (“**Nobles**”) to the buyer thereof (“**Buyer**”). All quotations and price lists issued by Nobles are offers to supply the Products and Services described therein under and subject to these Terms, and Buyer’s purchase order issued to Nobles for Products and Services, if any, shall be considered an acceptance of Nobles’ offer set forth in its quotation or price list, as the case may be, under and subject to these Terms. No other terms and conditions, including the terms and conditions set forth or referenced in Buyer’s purchase order, shall be effective between Nobles and Buyer in relation to the purchase and sale of Products and Services unless such other term and condition is specifically agreed to in a writing signed by both Nobles and Buyer, which writing must reference the specific section of these Terms being amended or superseded. If, notwithstanding the foregoing, Buyer’s purchase order is construed to be an offer and Nobles’ activities are deemed to be an acceptance, Nobles’ acceptance is expressly conditioned on Buyer’s agreement to these Terms as the sole and exclusive statement of the contract between Buyer and Nobles with respect to the Products and Services specified in the purchase order.

2. Orders and Prices. All prices set forth in Nobles’ quotations, price lists, invoices and other documents are stated in U.S. dollars and, unless otherwise indicated, are based on FCA (Incoterms 2010) Nobles’ point of distribution with all shipping and insurance charges being borne by Buyer and, where prepaid by Nobles, being included in the invoice for the Products shipped. All quotations and price lists are valid for thirty (30) days from the date thereof unless the quotation or price list states otherwise. Orders placed after the expiration of the quotation or price list will be invoiced at Nobles’ then-current rate. Unless otherwise stated in the quotation or price list, any and all sales, excise, value-added and other taxes in relation to the Product and Services (other than taxes on Nobles’ net income) (collectively, “**Taxes**”) and all out-of-pocket costs and expenses incurred by Nobles, including, but not limited to, freight, insurance and bank charges are not part of the price for the Products or Services and may be added to Nobles’ invoice for the Products and Services. If Nobles is required by applicable law to collect Taxes, Nobles will endeavor to add such Taxes to Nobles’ invoices for the applicable Products or Services unless, with respect to Taxes due to a particular taxing authority, Buyer provides Nobles with a valid tax exemption certificate indicating that the sale of the Products is not subject to such taxation or collection by Nobles. Failure of Nobles to add any Taxes to an invoice shall not relieve Buyer of its obligation to pay Taxes.

3. Payment. Buyer shall pay the net amount shown on each invoice from Nobles no later than thirty (30) days after the date shown on each such invoice without setoff of any kind unless otherwise negotiated and stated on the invoice. Buyer agrees to pay all costs and expenses, including reasonable attorneys’ fees, incurred by Nobles in the collection of any sum payable by Buyer to Nobles. Overdue payments accrue interest at the lesser of 1.5% per month or the maximum interest rate permitted by applicable law from the due date until the date of payment in full. Notwithstanding the foregoing, Nobles may require that payment be made in advance prior to shipping. Buyer grants Nobles a purchase money security interest in the Products delivered to Buyer until the entire balance of the invoice price and all other monies payable pursuant to these Terms for such Products are paid in full, and Buyer agrees to execute, deliver, and file any financing statements, security agreements or other documents, and to do any and all acts, which are requested by Nobles to perfect, continue perfected, or evidence such security interest. Nobles

may suspend performance of any order, require payment in cash or require security or other assurance satisfactory to Nobles when, in Nobles' opinion, based on Buyer's financial condition or any other reason, such action is warranted. Further, Nobles has no obligation to continue production or to make any shipment if Buyer is overdue on any payments to Nobles, whether under these Terms or otherwise. If Nobles suspends performance and later proceeds with such order, Nobles is entitled to such extension of time for performance as is necessitated by the suspension.

4. Special/Non-Standard Products. A minimum order may be required for special or non-standard Products. Buyer will accept and pay for all overruns and underruns on special or non-standard Products not exceeding 10% of the quantity ordered. Nobles reserves the right to require an advance deposit on orders for special or non-standard Products. Special or non-standard Products may not be returned by Buyer.

5. Changes. Nobles shall have the right to make changes in design or specifications at any time; provided that no such change shall materially adversely affect the performance of the Products. Nobles will attempt to accommodate changes to specifications and/or scheduled release dates requested by Buyer; provided, however, that Nobles may charge Buyer for any services, labor, material, or storage costs arising from such changes.

6. Cancellations. Buyer may cancel its order for Products and Services other than orders for special or non-standard Products. In the event of a permitted cancellation, Buyer must pay for all Products and Services delivered to Buyer or performed before Nobles receives written notice of such cancellation as well as Nobles' restocking charge for any Products in Nobles' possession but not yet delivered to Buyer. All cancellations must be submitted to Nobles at its U.S. headquarters in St. Croix Falls, Wisconsin, in writing.

7. Delivery; Title and Risk of Loss. All Products will be delivered in accordance with the shipment clause specified in Section 2. All dates quoted or referred to in the acknowledgement for delivery are good faith estimates only and not binding on Nobles, and failure to deliver on the specified delivery dates shall not be cause for cancellation by Buyer or claims for damages, charges or liability of any kind whatsoever (including, without limitation, consequential damages) against Nobles. Title to the Products and all risk of loss or damage with respect to the Products shall pass to and be borne by Buyer upon delivery of the Products by Nobles to the carrier.

8. Force Majeure. Nobles shall not be liable for delays, defaults or failures in rendering performance if such delays, defaults or failures are due to causes beyond the reasonable control of Nobles including (a) acts of God, (b) terrorism, war or acts of public enemy, (c) acts of any governmental authority, (d) fires, explosions or other casualty, (e) infectious disease, epidemics and/or quarantine restrictions, (f) strikes, slowdowns or labor strife of any kind, (g) freight embargoes, (h) delays or failures by suppliers and (i) shortages including those that cause exceptional price increases. If Nobles is unable to fulfill its total delivery commitment to Buyer for any of the above specified reasons, Buyer agrees to accept partial deliveries as they become available from Nobles.

9. Limited Warranty; Sole Remedy. Nobles warrants that (a) the Products will be free from material defects in material and workmanship under normal use and service for twelve (12) months from the date of delivery of the Products pursuant to Section 7; (b) it will convey good title to the Products and the

deliverables resulting from the Services free and clear of any and all liens, claims and encumbrances in favor of any third party; (c) all Services will be performed in a professional and workmanlike manner. The warranty in this Section 9 does not cover third party products that are attached to Products. All claims for breach of the foregoing warranty must be made within one week following the expiration of the warranty period referenced above. Nobles' sole obligation and Buyer's sole and exclusive remedy for breach of the foregoing warranties shall be for Nobles, at its option, to replace or repair the non-conforming Product or re-perform the affected Service, at Nobles' cost and expense other than shipping; provided that Buyer is solely responsible for the costs and expenses of de-installing the defective Product (or the defective part), if requested by Nobles, shipping the defective Product (or defective part) to Nobles and re-installing the repaired or replacement Product (or replacement part therefor. Nobles shall be given reasonable opportunity to investigate any and all claims concerning allegedly non-conforming Products and Services, and no Products shall be returned to Nobles until after Nobles has had a reasonable opportunity to investigate. The foregoing warranties are contingent upon Buyer's documented performance of Nobles' then-current recommended maintenance and service procedures. In addition, and without limiting the previous sentence, the foregoing warranties shall be void with respect to Products that (x) have been repaired or altered by anyone other than Nobles, (y) have not been maintained and serviced in accordance with any handling or operating instructions supplied by Nobles, or (z) have been subject to unusual physical or electrical stress, misuse, abuse, negligence or accidents. EXCEPT AS SET FORTH IN THIS SECTION 9, NOBLES MAKES NO AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES CONCERNING THE PRODUCTS AND SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ANY OTHER REPRESENTATIONS OR WARRANTIES MADE BY ANY PERSON OR ENTITY, INCLUDING (WITHOUT LIMITATION) EMPLOYEES OR REPRESENTATIVES OF NOBLES, THAT ARE INCONSISTENT HERewith SHALL BE DISREGARDED AND SHALL NOT BE BINDING UPON NOBLES.

10. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL NOBLES' AGGREGATE LIABILITY TO BUYER EXCEED 40% OF THE AMOUNTS ACTUALLY RECEIVED BY NOBLES ALLOCABLE TO THE PRODUCTS OR SERVICES THAT GIVES RISE TO THE CLAIM, WHETHER THE LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE DESIGN, MANUFACTURE, ASSEMBLY, SALE OR USE OF ITS PRODUCTS AND SERVICES, OR OTHERWISE. IN NO EVENT SHALL NOBLES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUE, DAMAGE TO EQUIPMENT INTO WHICH THE PRODUCTS ARE INSTALLED OR PROFITS. THIS LIMITATION SHALL APPLY EVEN WHERE NOBLES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Buyer acknowledges that the foregoing limitations of liability are reasonable and the allocation of risk set forth therein are reflected in the purchase price of the Products or Services, as applicable. The foregoing limitations of liability shall apply even if a limited remedy or limited warranty fails of its essential purpose.

12. Nobles' Specifications, Technical Data, Etc. Except to the extent expressly authorized by the prior written consent of Nobles, Buyer shall keep confidential and promptly return upon the request of Nobles,

any specifications, drawings plans, notes, instructions, engineering notices, or technical data furnished by Nobles to Buyer.

13. Assignment. Neither party shall have the right or power to assign its rights or obligations pursuant to these Terms without the prior written consent of the other party, which consent may be withheld for any reason; provided, however that Nobles shall have the right without Buyer's consent to assign its rights and delegate its obligations pursuant to these Terms to any of its affiliates, or to any successor of its business, whether, by merger, sale of stock, sale of assets or otherwise; provided that such affiliate or successor must either assume the obligations of these Terms in writing or be bound by the obligations of these Terms by operation of law. Any assignment in contravention of this Section 13 shall be null and void. These Terms shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. Applicable Law; Jurisdiction And Venue. These Terms and the performance thereof shall be construed in accordance with and governed by the laws of the State of Minnesota applicable to contracts entered into by residents of Minnesota and wholly performed in Minnesota. The United Nations Convention on Contracts for the International Sale of Goods, the 1974 Convention on the Limitation Period in the International Sale of Goods (the "**1974 Convention**") and the Protocol amending the 1974 Convention, done at Vienna April 11, 1980, shall not apply to these Terms or the performance thereof. In the event of any dispute or controversy between the parties in connection with this Agreement, both parties irrevocably submit to the exclusive jurisdiction and venue of the state and federal courts with jurisdiction over Nobles' then-current headquarters. The prevailing party in any litigation between Buyer and Nobles concerning these Terms shall be entitled to an award of its costs and expenses incurred in connection with such litigation including its attorneys' fees and costs and expenses of experts.

15. Insolvency Of Buyer. This Section 15 applies if Buyer shall become insolvent, or shall request its creditors for a moratorium, or shall enter into an assignment for the benefit of creditors or shall suffer the appointment of a temporary or permanent receiver, trustee, or custodian for all or a substantial part of its assets which shall not be discharged within thirty (30) days, or shall file a voluntary petition for relief under Title 11 of the United States Code, as amended from time to time (the "**Bankruptcy Code**"), or similar foreign law, or if an order for relief under the Bankruptcy Code shall be entered concerning Buyer, or if a petition or answer shall be filed proposing the entry of an order for relief against Buyer under the Bankruptcy Code (which petitioner answer shall not be discharged or denied within thirty (30) days after the filing thereof). If this Section 15 applies, then, without prejudice to any other right or remedy available to Nobles, Nobles shall be entitled to cancel any pending orders or suspend any further deliveries to Buyer without any liability to Buyer, and if the Products have been delivered or the Services have been performed but not paid for, the total amount due for such Products or Services shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

16. Representations as to Bribery. Each of Nobles and Buyer represents and warrants to the other party that neither they, nor any of their respective officers, directors, managers, employees, agents, or representatives, have offered, given or accepted, nor will any such persons offer, give or accept, any unlawful payments, contributions, expenditures or gifts, or anything else of value, including bribes, gratuities, kickbacks, lobbying expenditures, political contributions, special pricing or contingent fee arrangements to any officer, director, manager, employee, agent, or representative of the other party or

any governmental authority, for the purpose of securing or amending this order or securing favorable treatment under this order.

17. Entire Agreement. Nobles' quotation (if any), these Terms and such other terms and conditions as are specifically agreed to in a writing signed by both Nobles and Buyer, which writing references the specific section of these Terms being amended or superseded, constitute the final, complete and fully integrated agreement between Buyer and Nobles with respect to the supply of the Products and Services and supersedes all prior and contemporaneous discussions, agreements, negotiations, understandings and documents with respect to the supply of the Products and Services. This Agreement may not be amended, modified, canceled or rescinded except by a writing signed by authorized representatives of Buyer and Nobles. If any term(s) of these Terms is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.