

NOBLE SUPPLY & LOGISTICS LLC
GENERAL TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS
August 2023

1. Applicability

These terms and conditions of sale (these “Terms”) govern the sale of goods, products or components (“Products”) by Noble Supply & Logistics, LLC (“NOBLE”), or any subsidiary or affiliate of NOBLE, to the counterparty identified on the Quote (“Buyer”).

The accompanying Quote together with these Terms (collectively, this “Agreement”), comprises the entire agreement between Buyer and Seller with respect to the sale of Products, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the sale of Products. These Terms prevail over any of Buyer’s written terms and conditions for the purchase of goods, products or components, regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order for Products does not constitute acceptance by Seller of any of Buyer’s terms and conditions and does not serve to modify, amend or replace these Terms. The sale of Products is expressly conditioned upon Buyer’s acceptance of these Terms and this Agreement.

2. Delivery

Unless otherwise expressly specified in the Quote, Products will be delivered within a reasonable period of time following issuance of the resulting purchase order. Seller shall not be liable for any delays, loss or damage in transit.

Except for such Products as are to be delivered directly to Buyer by the OEM (as defined below) (such Products, “OEM Direct Products”), (i) Seller shall make delivery of Products FOB (origin) (the “Delivery Point”) using Seller’s standard methods of packaging and shipping such Products, (ii) Buyer shall take delivery of Products within two (2) days of Seller’s written notice to Buyer that Products have been delivered to the Delivery Point (which notice shall specify the Delivery Point), and (iii) Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of Products at the Delivery Point; provided, however, that if Buyer is not a domestic United States entity or Products are to be delivered outside of the United States or its territories, the foregoing delivery terms may be modified or superseded to the extent expressly set forth in the Quote or in a separate writing executed by Seller. OEM Direct Products shall be deemed delivered upon receipt by Buyer at Buyer’s location specified to the OEM in writing.

Unless otherwise expressly specified in the Quote or a separate writing executed by Seller, (i) Seller may, in its sole discretion, without liability or penalty, make partial deliveries of Products to Buyer and (ii) each such partial delivery will constitute a separate sale, and Buyer shall pay for Products delivered whether such delivery is in whole or partial fulfillment of Buyer’s purchase order.

3. Title and Risk of Loss

Unless otherwise expressly specified in the Quote or a separate writing executed by Seller, except for OEM Direct Products, title and risk of loss passes to Buyer upon delivery of Products at the Delivery Point. Title and risk of loss for OEM Direct Products passes to Buyer upon receipt of Products by Buyer at Buyer’s location specified to the OEM in writing. As collateral security for the payment of the purchase price of Products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in and to Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest.

4. Inspection and Rejection of Nonconforming Products

Buyer shall inspect Products within five (5) days of receipt (the “Inspection Period”). Buyer will be deemed to have accepted Products unless it notifies Seller (or, in the case of OEM Direct Products, the OEM in question) in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as

required by Seller (or, in the case of OEM Direct Products, the OEM in question) in its commercially reasonable discretion. “Nonconforming Products” means only the following: (i) Product shipped that is different from that identified in the Quote; or (ii) Product whose label or packaging incorrectly identifies its contents.

If Buyer timely notifies Seller of any Nonconforming Products which are not OEM Direct Products, Seller shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the purchase price for such Nonconforming Products, together with any reasonable, out-of-pocket shipping and handling expenses incurred by Buyer in connection with obtaining delivery and possession of such Nonconforming Products. In respect of Nonconforming Products which are not OEM Direct Products, Buyer shall ship, at Seller’s expense but at Buyer’s risk of loss, such Nonconforming Products to Seller at such facility as Seller shall specify to Buyer. If Seller exercises its option to replace Nonconforming Products which are not OEM Direct Products, Seller shall, after receiving Buyer’s shipment of such Nonconforming Products, ship to Buyer, at Seller’s expense and risk of loss, the replacement Products to the Delivery Point (or such other location as expressly specified in the Quote or in a separate writing executed by Seller). Buyer acknowledges and agrees that the remedies set forth in this Section are Buyer’s exclusive remedies for the delivery of Nonconforming Products which are not OEM Direct Products.

In respect of any Nonconforming Products which are OEM Direct Products, Buyer’s remedies in respect thereof shall be in accordance with and limited to the OEM’s policies and procedures concerning Nonconforming Products as may be in effect from time to time (any of the same, the “OEM Policies”). Buyer acknowledges and agrees that: (i) in no event shall Buyer have any remedies against Seller due to any OEM Direct Products being Nonconforming Products; (ii) Buyer has received and is familiar with the OEM Policies and will adhere to the same in respect of any OEM Direct Products; (iii) the OEM Policies may provide Buyer with different or more limited remedies against the OEM in respect of OEM Direct Products than the remedies Seller is providing Buyer under Section 5 in respect of non-OEM Direct Products; and (iv) the remedies set forth in this Section are Buyer’s exclusive remedies for the delivery of Nonconforming Products which are OEM Direct Products.

5. Price

Prices are stated in U.S. dollars. All prices for Products published by or extended by Seller or any of its representatives may be changed at any time without notice. Unless otherwise expressly specified in the Quote or a separate writing executed by Seller, written price quotations expire automatically thirty (30) days from the date of issuance. All prices are subject to adjustment on account of specifications, quantities, shipment arrangements or other terms and conditions which are not reflected in the original price quotation. All prices shall be as specified by Seller or, if no price has been specified, the price shall be Seller’s standard list price for the Product in question in effect at the time of delivery.

All prices for Products are exclusive of all sales, use, value added and excise taxes, and any other similar taxes, duties and charges (including, without limitation, customs, duties and export fees, if applicable) imposed by any federal, state, municipal or other governmental authority (whether within or outside of the United States). Buyer shall be solely responsible for all such taxes, duties and charges and, at Seller’s option, any or all of the same may be added to the price of Products. Buyer is solely responsible for obtaining and providing to Seller any certificate of exemption or similar document required to exempt the sale of any Product from sales, use or excise tax liability or any similar liability.

6. Payment Terms

If Buyer is a domestic United States entity and Products are to be delivered within the United States or its territories, Buyer shall pay all invoiced amounts (which shall include partial payments in respect of any partial deliveries of Products made by Seller) due to Seller within thirty (30) days of the date of Seller’s invoice. If Buyer is not a domestic United States entity or Products are to be delivered outside of the United States or its territories, unless otherwise expressly specified in the Quote or a separate writing executed by Seller, Buyer shall pay all invoiced amounts (which shall include partial payments in respect of any partial deliveries of Products made by Seller) due to Seller within thirty (30) days of the date of Seller’s invoice. All payments shall be in U.S. dollars, regardless of the jurisdiction in which Buyer is organized and regardless of the location where Products are to be delivered.

Buyer shall pay interest on all late payments at the rate of 1.5% per month or the maximum rate permissible under applicable law until such delinquent amounts are paid in full. Buyer shall reimburse Seller for all costs incurred in collecting any late payments or enforcing any of Seller’s other rights under this Agreement, including, without limitation, attorneys’ fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any

rights hereunder), Seller shall be entitled to suspend the delivery of any Products if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

7. Limited Warranty

Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Products. For the avoidance of doubt, and except as expressly provided in this Section below, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION (I) WARRANTIES OF MERCHANTABILITY, (II) WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, (III) WARRANTY OF TITLE, OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

Notwithstanding the foregoing limitations of this Section, Buyer shall have the benefit of individual Product warranty terms provided by the original equipment manufacturer ("OEM") of the Product in question (an "OEM Warranty"), solely to the extent specified on the face of such OEM Warranty included in the packaging of the Product in question or to the extent set forth in a separate writing by Seller to Buyer in respect of the Product. For the stated term of the OEM Warranty (or such other separate written warranty), Seller will, at its option, repair or replace any Product or component thereof returned to Seller which upon examination is found to be, to the satisfaction of Seller and/or the OEM in question, to be defective in material or workmanship. All warranty returns must be pre-authorized by Seller, must include a Returned Material Authorization ("RMA") number issued by Seller and must be accompanied with a completed Declaration of Contamination executed by Buyer (to the extent the subject Product is designed for exposure to hazardous or dangerous materials or contaminants or has any commercial application in respect thereof). Seller will NOT accept any returns without an RMA number. Seller reserves the right to refuse any Product or component returned that has been exposed to hazardous or dangerous materials or contaminants. All costs associated with the transportation, shipping, installation or removal of the defective Product or component thereof shall be paid by Buyer. Seller will not accept any collect or C.O.D. shipments for returns. If Seller elects to repair the defective Product or component thereof rather than replace the same, Seller will, in a workmanlike manner, at its cost and within a reasonable period of time of receiving the same from Buyer, repair (or cause to be repaired) such defective Product or component so as to restore the same to the product specifications prescribed by the OEM (or any previously agreed upon written specifications between Seller and Buyer). A repair shall be considered complete when Seller demonstrates, by an appropriate testing procedure prescribed by the OEM and/or Seller, or otherwise, that the Product or component thereof is operating in accordance with the product specifications prescribed by the OEM (or any previously agreed upon written specifications between Seller and Buyer). Seller shall provide Buyer commercially reasonable proof of such completion, which may take the form of a service report or documentation or information made available through a website maintained by Seller to which Buyer has access. If Seller elects to conduct a repair at Buyer's location, such repair will take place only within the continental United States and during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding U.S. federal holidays), and repairs that Buyer requests be conducted outside of such hours will be at Buyer's cost and at Seller's published after-hours service rates then in effect (unless Seller otherwise agrees in writing). Seller's repair or replacement of any Product or component thereof shall not extend the original warranty period set forth in the OEM Warranty (or, if applicable, in the separate writing by Seller to Buyer in respect of the Product). The warranty, including the OEM Warranty, set forth in this Section is personal to Buyer and is nontransferable, and any purported transfer thereof by Buyer is null and void with respect to the purported transferee and, in addition, shall void the warranty, including the OEM Warranty, set forth in this Section. The warranty, including the OEM Warranty, set forth in this Section shall not apply to any Product or component thereof which: (i) has been subject to misuse, force majeure (including, without limitation, lightning, flood, earthquake, tornado, hurricane, fire, bombing, armed conflict, malicious mischief, sabotage or other natural or manmade disasters), neglect, accident (including, without limitation, sprinkler damage, electrical surge or abnormal power variation) or improper storage; (ii) has been installed, repaired, maintained or altered in any way that in the judgment of Seller and/or the applicable OEM has adversely affected the condition, operation or functionality of the Product or component; (iii) has been used, operated or maintained in a manner inconsistent with the OEM's and/or Seller's recommendations or guidelines or in a manner inconsistent with normal and customary practice; or (iv) has been changed, modified or altered from its original condition. For the avoidance of doubt, if Buyer requests repair of any Product or component thereof which is defective or malfunctions by reason of any of the foregoing conditions, such repair will be at

Buyer's sole cost and expense and shall be on terms and conditions governed by a separate written service agreement between Buyer and Seller (or Seller's designated affiliate).

THE LIMITED WARRANTY SET FORTH IN THIS SECTION IS ONLY A LIMITED WARRANTY TO REPAIR OR REPLACE AND IS NOT A WARRANTY OF THE FUTURE PERFORMANCE OF ANY PRODUCT OR COMPONENT THEREOF. SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY PRODUCT OR COMPONENT THEREOF, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION (W) WARRANTIES OF MERCHANTABILITY, (X) WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, (Y) WARRANTY OF TITLE, OR (Z) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

8. Limitation of Liability

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR LOSS OF DATA OR DIMINUTION OF VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER. BUYER ACKNOWLEDGES THAT THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND SELLER WOULD NOT BE ABLE TO PROVIDE PRODUCTS UPON THE TERMS AND AT THE PRICES EXTENDED HEREUNDER ABSENT BUYER'S AGREEMENT TO SUCH LIMITATIONS.

9. Use of Products

Buyer represents and warrants to Seller that it intends, and will, use Products for its own use only, and is not purchasing Products with the intent to resell or distribute Products, unless authorized in writing by Seller (and then only to the extent permitted by such written authorization). Buyer shall indemnify Seller from, and defend and hold Seller harmless from and against, any losses, damages or liabilities suffered, incurred or sustained by Seller or to which Seller becomes subject, resulting from, arising out of or relating to any claim of loss or damage resulting from Products or the use or misuse thereof.

10. Compliance with Law

Buyer shall comply with all applicable laws, regulations and ordinances in respect of its acquisition of and use of Products, and shall maintain in effect all the licenses, permissions, authorizations, consents and permits necessary for it to carry out its obligations under this Agreement, to acquire Products and to use Products. Without limiting the foregoing, Buyer acknowledges that Products may be subject to the export control laws, regulations and executive orders of the United States (including, without limitation, the U.S. Export Administration Act, the Arms Export Control Act and their associated regulations, and the International Traffic in Arms Regulations), and may be subject to export or import laws or regulations in other countries, and Buyer represents and warrants that it shall comply with the same insofar as related to the import, export, re-export, transfer, shipping or use of Products.

11. Intellectual Property

Nothing in this Agreement shall be construed as granting Buyer any intellectual property rights owned by or licensed to Seller, including, without limitation, any patents, trademarks, trade secrets or copyrights. Buyer shall not, directly or indirectly, reverse engineer, decompile, modify, alter, disassemble or emulate the functionality of any Product.

12. Termination

In addition to any remedies that may be provided under these Terms or otherwise at law or in equity, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer'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 related to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

13. Waiver

No waiver by any party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the party to be charged. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or of any other right, remedy, power or privilege.

14. Confidential Information

All non-public, confidential or proprietary information of Seller, including, without limitation, technology, trade secrets, specifications, samples, patterns, designs, plans, drawings, documents, data, information pertaining to business operations and strategies, customer lists, pricing, discounts or rebates (collectively, "Confidential Information"), disclosed by Seller to Buyer, whether orally or in written or electronic form, and whether or not marked, designated or otherwise identified as "confidential," in connection with sale of the Products and this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all such Confidential Information received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. Confidential Information does not include information that is: (a) in the public domain through no breach of this Section by Buyer; (b) known to Buyer at the time of disclosure; (c) rightfully obtained by Buyer on a non-confidential basis from a third party; or (d) independently developed by Buyer without reference to Confidential Information.

15. Force Majeure

Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage; provided, however, that if the event in question continues for a continuous period in excess of ninety (90) days, Buyer shall be entitled to give notice in writing to Seller to terminate this Agreement.

16. Assignment

Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Seller. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

17. Relationship of the Parties

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 or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

18. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts (including the Uniform Commercial Code as enacted therein), without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Massachusetts. Any suit, action or proceeding arising out of or relating to this Agreement shall be maintained exclusively in State or Federal Courts located in Massachusetts and the parties hereby irrevocably and unconditionally submit and consent to such exclusive jurisdiction and venue.

19. Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder (other than routine communications under the Quote) (each, a “Notice”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Quote or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

20. Severability

If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement. The parties further agree that if any term or provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction and not capable of being modified, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by law and, to the extent necessary, shall amend or otherwise modify this Agreement (without the payment of additional consideration) to replace any provision contained herein that is held invalid, illegal or unenforceable with a valid and enforceable provision giving maximum effect as permitted by applicable law to the intent of the parties.

21. Amendment

This Agreement may not be amended, extended or modified in any manner, orally or otherwise, except by an instrument in writing signed by a duly authorized representative of each party.

22. Survival

Provisions of these Terms which by their nature should apply beyond any termination or expiration of this Agreement will remain in force after any such termination or expiration.