

TERMS AND CONDITIONS

1. PRICING AND PAYMENT.

This quotation is valid with respect to the items set forth on the face hereof of the ("Goods") for 30 days from the date of this form unless otherwise noted or revoked prior to acceptance by Noble, and, if not accepted in writing within such time, is subject to revision. A monthly charge of one and one half percent (1.5%) (or the highest rate allowed under applicable law) on all sums outstanding will be added to each past due amount and Noble shall be entitled to all costs of collection (including reasonable attorneys' fees). Noble reserves the right at any time to suspend, limit or otherwise modify the terms of such credit whenever, in Noble's opinion, Customer's financial condition so warrants (including requiring Customer to make cash payment or provide other security prior to or upon tender by Noble of delivery of Goods). Quoted prices are based on current costs and are subject to adjustment to reflect changes in basic wages and/or price of materials. Written Customer approval of all specifications is required; quoted prices are approximate pending such approval. Unless otherwise stated (a) quoted prices may not include sales, use, excise or similar taxes or duties nor insurance cost or packing, handling, shipping, demurrage or similar charges which, if applicable, shall be borne by Customer. Production invoices are due net thirty-(30)-days with approved credit. **Design and tooling invoices are due upon receipt.** Unless stated otherwise above, all tooling purchases are billed at 50% with Purchase Order, 40% upon completion of tooling, and 10% upon presentation of sample parts. Payment for services must be complete before Noble transfers any data files. Quoted in USD. FOB Grand Coteau, LA, regardless of installation terms, if any. The cost of any special packing or handling required by Customer or the nature of the Goods shall be borne by Customer. If Customer fails to remove any tooling or other property from Noble's facility within a reasonable period (but in no event, longer than 30 days) after notice from Noble, Noble shall be entitled to assess a reasonable storage fee and/or dispose of or return such tooling or property to Customer at Customer's sole expense. If Noble has purchased any specialty or unique raw materials or components specifically to service Customer, Noble may invoice Customer for such materials or components at its cost and subject to the further payment terms set forth herein upon the termination of the parties' relationship.

2. DELIVERY AND ACCEPTANCE

Delivery dates, if specified, are estimates based on current workload and are not guarantees. All delivery dates are subject at all times to revisions required by delays incurred through Customer's corrections or revisions of specifications or through events beyond our direct control such as, but not limited to, accidents, strikes, governmental regulations, material shortages, or other circumstances. Claims for damage, shortage or errors in shipping must be reported within two (2) business days following delivery to Customer, allowing +/- 10% quantity per industry norms. Customer shall have fifteen (15) days from the date Customer receives any Goods to inspect such Goods and services for any defects and nonconformance which are discoverable upon a planned receiving inspection and not due to damage, shortage or errors in shipping and notify Noble, in writing, of any defects, nonconformance or rejection of such Goods. After such fifteen (15) day period, Customer shall be deemed to have irrevocably accepted the Goods. Customer hereby agrees that such period is a reasonable amount of time for such inspection. The items covered by this quote including all changes made during the design and construction process, whether or not specifically requested, shall be conclusively deemed approved and accepted by Customer in complete conformance with Customer's specifications upon acceptance as noted above. Risk of loss and title shall pass to Customer upon delivery to the carrier.

3. DESIGN AND SPECIFICATIONS

In instances where Noble is not providing design services, Customer is required to furnish the following information unless specifically included on this form:

- (a) Design of the proposed product, including, if necessary, complete working drawings, or written approval of such design if not furnished solely by Customer;
- (b) Written approval of design if such design is not furnished solely by Customer, including approval prior to shipment of all changes requested by the Customer whether written or oral;
- (c) All trial materials required to produce sample parts;
- (d) Inspection and/or certification reports of samples supplied prior to tooling design, modification, or qualification, if any; and
- (e) Written approval of final product design.

4. WARRANTIES

Noble warrants to Customer only that each item covered by this quote will conform to the design specifications furnished and/or approved by Customer within the range of normal commercial variation for a period of one (1) year or any shorter period specified by Noble or otherwise appropriate or standard for the goods (the "Warranty"). Noble MAKES NO OTHER

WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED.

The Warranty may not be expanded or modified in any way except in writing by an officer of Noble and does not in any case extend to items which have been damaged, misused, modified, repaired or improperly installed, maintained or stored after leaving Noble's possession. Customer assumes full responsibility for any resin or material used in the production of the Goods. In the event that it is determined that the Warranty has been breached, the liability of Noble and the remedies available to Customer will be limited to the repair or replacement of the Product by Noble or the return of the purchase price of such Product, as determined by Noble in its sole discretion. SUBJECT TO THE FOREGOING LIMITATIONS, NOBLE'S LIABILITY FOR ANY OTHER CLAIM RELATING TO THE GOODS OR ANY SERVICE PROVIDED BY IT TO CUSTOMER, WHETHER BASED ON BREACH OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT OR THE FEE ACTUALLY RECEIVED BY NOBLE WITH RESPECT TO ANY APPLICABLE SERVICES. IN ADDITION, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS SAVINGS, BUSINESS INTERRUPTION OR LOSS OF ANTICIPATED BENEFITS, ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES AND/OR PRODUCT(S), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. CANCELLATION AND RETURNS

No accepted orders shall be canceled or shipment deferred except as otherwise noted on this form unless otherwise mutually agreed in writing. Should Customer nevertheless cancel, all furnished and unfurnished items will be invoiced based on Noble's estimate of the proportion of each item complete plus gross profits lost on the uncompleted portion of each item which total Customer agrees to pay. The items covered by this quote are not returnable.

6. INDEMNIFICATION

Customer shall defend, indemnify and hold harmless Noble, its affiliates and their respective officers, directors, managers, agents and employees from and against any and all claims, demands, liability, causes of action, losses, damages, costs and expenses (including reasonable attorney fees and all costs and fees of collection) arising out of, connected with or relating to (a) Customer's breach of or noncompliance with any term, condition or provision of these terms and conditions, (b) products liability actions based, in whole or in part, on allegations of defective design, or (c) intellectual property infringement or misappropriation relating to or associated with the design (except to the extent provided or developed by Noble), specifications, sale, marketing or use of the Goods.

7. MISCELLANEOUS

(a) Noble's production and /or sale of the items is strictly limited to the terms and conditions stated herein. No course of dealing or usage of trade is relevant to explain this agreement. Conflicting or additional terms, whether consistent or inconsistent with the terms hereof, indicated by Customer prior or subsequent to this quotation are excluded unless expressly acknowledged by an officer of Noble. Any acceptance of the quotes contained herein or an acceptance of the items shipped hereunder shall be deemed to have incorporated this paragraph and have excluded by reference any such conflicting or additional terms.

(b) All quotations are subject to correction for clerical errors.

(c) No credit will be allowed for additional labor costs expended by Customer on items shipped hereunder or Goods produced by such items unless by Noble's written agreement.

(d) The terms and conditions set forth herein may be altered, modified or added to only in writing signed by an officer of Noble.

(e) This transaction shall be governed by and interpreted under the laws of the State of Louisiana.

(f) Any disputes under this agreement or involving the goods described in this quotation shall be resolved by arbitration or in courts of competent jurisdiction, in either case in St. Landry Parish, Louisiana, unless otherwise agreed in writing by an officer of Noble.

(g) Unless otherwise instructed by Customer in writing, Customer authorizes Noble to copyright, publish, reproduce, exhibit, broadcast, televise, digitize, display, or otherwise use all photographs, recordings, videotapes, and audiovisual materials of Customer's products and systems in any stage of production or operation while in Noble's facility or under Noble's control, for any purpose, including, but not limited to, advertising or promotion of Noble or its services, without further consent from or payment to Customer, and so long as Noble does not display, publish, or otherwise exhibit information identified by Customer in writing to be confidential or proprietary.

(h) Issuance of a purchase order to Noble indicates that customer has read and understands in its entirety these terms and agrees thereby completely and without exception.

(i) Neither party shall be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its reasonable control, including but not limited to acts of God, civil disorders, acts of any civil or military authority, judicial action, terrorist acts, natural disasters, shortage of raw materials and strikes and other labor problems or shortages.

(j) To the extent the Goods include automation equipment, the attached **Schedule A** is incorporated by reference and made a part hereof.

(k) To the extent the engagement includes the performance of the installation of automation equipment, the attached **Schedule B** is incorporated by reference and made a part hereof.

1. Applicability and Acceptance: This Attachment A is incorporated by reference into the Noble Plastics, Inc. (“Noble”) terms and conditions (the “T&C’s”), including its other attachments and exhibits, and further governs the manufacture and delivery of certain automation equipment (the “Goods”). This attachment and the T&C’s shall to the extent possible be interpreted in a consistent and complimentary manner, but if there is a conflict in their terms, this attachment shall govern. By way of clarification and not limitation, the Goods provided hereunder shall be subject to the limitations of liability set forth in the T&C’s.
2. Equipment Warranty: Noble warrants that the Goods shall conform to the specifications agreed to by Noble and the Customer in writing, and, when used for the ordinary purposes for which such equipment is designed, shall be free of defects in workmanship and material for a period of one (1) year from shipment or 2,100 hours of operation, whichever occurs first (the “Warranty”). During the warranty period and upon satisfactory proof of claim by Customer, Noble will return the purchase price of, replace F.O.B. Noble’s factory, or repair, excluding installation, any portion of the Goods that do not confirm to the Warranty, subject to the following conditions: (a) Customer shall return defective equipment and components to Noble upon request, (b) the Warranty applies only to equipment properly used and maintained and does not apply to any equipment which has been subjected to misuse, neglect or accident, or which has been installed, operated, repaired, altered or modified other than in accordance with instructions or written authorization by Noble, and (c) the Warranty does not apply to any equipment or components not manufactured by Noble, and Customer’s sole warranty with respect to such items shall be that of the manufacturer, if any. THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO THE GOODS AND NOBLE MAKES NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND WHATSOEVER PERTAINING TO THE GOODS. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING, ARE HEREBY EXPRESSLY DISCLAIMED BY NOBLE.
3. Indemnification: The equipment furnished hereunder will be manufactured with safety features and furnished with user safety instructions. The operation of the equipment with safety features removed or modified and/or the disregard of the user safety instructions is outside of Noble’s control and is the responsibility of Customer. Customer agrees to indemnify, defend (at its own expense with counsel satisfactory to Noble), and hold Noble harmless from any and all claims, demands, liabilities, causes of action, suits, costs, and expenses of any kind or nature (including attorneys’ fees) for loss or damage which may be suffered by Noble as a result of injury to persons (including death) and property arising from: (i) removal or modification to safety features, (ii) the disregard of user-safety instructions, including without limitation, any person injured while riding, sitting, stepping, walking or climbing on the equipment furnished hereunder, (iii) any portion of the equipment which includes Customer’s existing equipment or equipment furnished by Customer, (iv) improper use of the equipment, or (v) any information, representation, reports or data furnished or prepared by Customer.
4. Customer Supplied Data: Customer acknowledges that Noble has relied upon all specifications and other data supplied by Customer to Noble in the selection and design of the Goods and the preparation of its quote and any specifications or layout of the equipment. In the event the conditions differ from those presented by Customer and relied upon by Noble, any warranties or performance guarantees contained herein affected by such conditions shall be null and void, unless otherwise mutually agreed upon in writing.
5. Pre-existing Material: In the event Noble is contracted to interface with pre-existing systems and/or subsystems. THE [DELIVERABLES] PROVIDED “AS IS”, WITHOUT WARRANTY, REPRESENTATION, OR OBLIGATION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. IN NO EVENT SHALL [WE] BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE [DELIVERABLES]. [We] do not warrant that the [Deliverables] will be uninterrupted, error-free, secure, or meet your requirements or that [we] will correct PROBLEMS, ISSUES, DEFECTS, DEFICIENCIES, OR ERRORS. YOU AGREE THAT THE [DELIVERABLES] ARE PROVIDED TO [YOU] ENTIRELY FOR USE AT [YOUR] OWN RISK.

THE [DELIVERABLES] MAY MODIFY, AMEND, UPDATE, COMBINE, OR OPERATE WITH EXISTING SOFTWARE OR OTHER TECHNOLOGIES (COLLECTIVELY, THE “**PREEXISTING MATERIAL**”). IN NO EVENT SHALL [WE] BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE PREEXISTING MATERIAL OR THE PREEXISTING MATERIAL AS MODIFIED BY, AMENDED BY, UPDATED BY, COMBINED WITH, OR OPERATED WITH THE [DELIVERABLES]. [YOU] UNDERSTAND AND AGREE THAT [WE] ARE NOT RESPONSIBLE FOR ANY PROBLEMS, ISSUES, DEFECTS, DEFICIENCIES, OR ERRORS, REGARDLESS OF HOW CAUSED, WITH RESPECT TO THE PREEXISTING MATERIAL OR THE PREEXISTING MATERIAL AS MODIFIED BY, AMENDED BY, UPDATED BY, COMBINED WITH, OR OPERATED WITH THE [DELIVERABLES], INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO UNDESIRE ACTIVATIONS OR MOVEMENTS.

ATTACHMENT B

6. Applicability and Acceptance: This Attachment B is incorporated by reference into the Noble Plastics, Inc. (“Noble”) terms and conditions (the “T&C’s”), including its other attachments and exhibits, and further governs the installation (the “Services”) of the automation equipment (the “Goods”) pursuant thereto. This attachment and the T&C’s shall to the extent possible be interpreted

in a consistent and complimentary manner, but if there is a conflict in their terms, this attachment shall govern. By way of clarification and not limitation, the Services provided hereunder shall be subject to the limitations of liability set forth in the T&C's.

7. Site Preparation and Access to Perform Services. On or prior to the scheduled installation date or such other date mutually agreed to by the parties in writing, Customer agrees to (a) take all actions to prepare the equipment/machine(s) on which the Services will be performed, the area of the facility surrounding such equipment/machine(s) and to the facility generally, in each instance to the extent necessary or appropriate to enable Noble to safely and efficiently deliver the Goods and perform the Services in accordance with the terms and conditions of this Agreement and (b) provide Noble with unencumbered access to the equipment/machine(s) on which the Goods will be installed, the area of the facility surrounding such equipment/machine(s) and to the facility generally, with respect to clauses (a) and (b) above, in each instance to the extent reasonably requested by Noble in connection with delivery of the Goods and/or performance of the Services.
8. Changes and Delays. Proposals to amend the detailed installation specifications may be offered by either party in writing which set forth in detail the particular specifications involved, the changes to be made therein, and the effect, if any, of such change on price, design, performance, weight, time of shipment, and time of installation. No modification of this Agreement will be permitted unless it is in writing and accepted by Noble. Should the work be delayed or interrupted by Customer or other contactors of Customer, or failure of Customer to furnish facilities or apparatus as agreed herein, or for any other reason beyond Noble's control, Noble shall be relieved of any liability for failure to timely or properly perform the Services that result and Customer will reimburse Noble for any additional cost resulting from such causes.
9. Back Charges. Noble will not pay claims for expenses of Customer relating to labor and/or material supplied by Customer unless (a) Noble is advised in writing before such expenses are incurred, and (b) such claims are established to the satisfaction of Noble and Noble gives Customer its prior written consent to the supply of such labor and/or material by Customer.
10. Installation. Unless otherwise agreed herein, material for superstructure, hangers and bracing is to be furnished by Customer. If Noble does not provide the installation, it is mutually agreed that any superintendent or technician furnished by Noble be subject to Customer's general supervision during the term of any service done for Customer, and Noble shall have no liability for schedule performance or costs incurred by Customer to complete installation. All labor, materials and tools required for such services and installation shall be furnished by Customer. Customer remains solely responsible for the installation when such services are provided. It is understood that some reaming of holes and/or realignment or other adjustment in the field may be required and such field labor is for Customer's account. Noble reserves the right to use subcontractors in the performance of any portion of the fabrication and/or Services.
11. Scope of Work. Noble shall furnish installation labor, supervision, materials and equipment (except that to be furnished by Customer) as set forth in Noble's proposal. Such work shall be performed in accordance with the drawings and specifications included in such proposal.
12. Provided by Noble. Unless otherwise stated herein, Noble shall provide the following when responsible for installation work: An installation crew, a superintendent at the installation site to direct the work, and the necessary tools and equipment to install the equipment.
13. Provided by Customer. Unless otherwise stated herein, Customer shall provide, without limitation, and pay for the following services and/or facilities. In the event any of the requirements of this paragraph have not been performed by Customer at the time Noble's installation superintendent arrives, Customer shall reimburse Noble for any extra expense incurred thereby; or at Noble's option, Noble may thereupon cause such work to be performed, materials or equipment acquired, or services obtained at Customer's expense.
 - i. All necessary building, erection and operating permits and licenses.
 - ii. A truck unloading dock located within reasonable proximity to the erection site or at a point agreed upon; safe, dry and convenient storage area; adequate bench and working space; and convenient parking area for the installing crew.
 - iii. Unload all of the material and equipment required for the performance of the work described herein and store same at a site convenient to the point of installation.
 - iv. Clear the installation site and provide and maintain convenient access thereto by road; make ready the site in accordance with the load diagrams and drawings; cut and finish any floor, wall or roof openings in accordance with the clearance diagrams, requirements or drawings; make required alterations to buildings, supports and equipment (strengthening same if required); keep the site free from water, debris and other obstruction and hazards to the safe and expeditious installing of the equipment; provide necessary surveying information and services; and remove obstructions (permanent or temporary), including pipes, wiring, sprinklers, and relocated as required.

- v. All piping, wiring, conduit, and other services, and their installation, necessary for processing lighting and power incident to the operation of the specified equipment.
 - vi. All stringers, headers, and superstructure, if any, required for supporting the equipment and their installation.
 - vii. All electric current or other available power, compressed air, fuel, water, heat, light and other services as may be required for installation work and fire protection of the equipment, all at the required voltage, pressure or other appropriate unit of measure.
 - viii. Provide Noble with use of any elevator or crane service available on the premises, suitable sanitary field toilet, first-aid, and lunch room facilities; and an office and access to a telephone for the Noble superintendent.
 - ix. Theft protection for Noble's tools, material, equipment, and installation spare parts; keep same safe, dry and protected from the elements; and insure same for Noble's benefit against loss by fire, theft and other insurable hazards.
14. Condition of Premises. It is Customer's responsibility to determine if there is risk of fire, explosion or other potentially dangerous condition on Customer's premises. Customer will provide all necessary fire and explosion preventative measures. Noble reserves the right to refuse to proceed with installation if in Noble's judgment a dangerous condition is present. Customer hereby agrees to indemnify, defend (at its own expense and with counsel satisfactory to Noble), and hold harmless Noble, its subcontractors and the employees and agents of each, against all loss, damage, claims, cost and expense (including attorneys' fees) for personal injury, including death, and property damage to any person or company which arise out of work being performed by Customer, its employees or agents, or physical conditions existing at the premises while Noble, its subcontractors, or the employees and agents of each are in or upon Customer's premises.
15. Insurance. Noble will comply with Worker's Compensation or Employer's Liability laws that apply to operations under this Agreement. Noble will carry public liability, bodily injury and property damage insurance applicable to its operations indemnifying Customer against loss from claims for personal injury or death, or injury to or destruction of real property arising in connection with Noble's work where Noble is negligent and Customer is not contributorily negligent. In the event that Customer requires that Noble provide additional insurance coverage which is not provided under Noble's regular insurance contracts, the additional cost of such insurance shall be paid by Customer. Upon request, Noble will furnish certificates of insurance. Customer shall provide and maintain in responsible insurance companies, at Customer's expense, insurance against risks of physical loss or damage to the equipment from and after the time of delivery to the erection site. Customer will furnish to Noble certificates of insurance, upon Noble's request, evidencing such coverage prior to shipment. Such coverage shall be for the full amount of this Agreement and shall cover the equipment and installation specified herein. If Customer should fail to procure such insurance, Noble may, but shall not be required, to obtain the same and the cost of the premium therefor will be added to the purchase price.
16. Training. Noble will, unless otherwise specified above, conduct operators' and mechanic's training during installation, utilizing qualified installation personnel, at the installation site. Customer shall be responsible to make its personnel available at this time. Unless otherwise stated in the proposal, the price of this contract does not include any training at Noble's plant or elsewhere.
17. Installation Labor. Except as otherwise expressly set forth herein, the price quoted herein is based upon the following. In the event any deviation occurs, Customer is to reimburse Noble for any additional cost or expense resulting therefrom.
- i. Use of non-union labor at the regular rates prevailing in local area at date of proposal. A price adjustment will be required for cost increase resulting from any wage and/or benefit structure alteration.
 - ii. No employment of any special employees or craft for setting of motors or any other work days without premium or extra pay for overtime work or work during non-regular hours or on non-regular days.
 - iii. Noble having access to the installation site during the full time period of regular work hours.
 - iv. Noble not being required to pay any premium or extra charge for non-local labor.
 - v. Installation and testing to be made continuously without undue delay.
18. Inspection and Tryout. Customer shall have everything in readiness, including the necessary electric wiring, if any, or other power for driving, to permit a thorough tryout of the equipment promptly on completion of installation. If for any reason this tryout cannot be held at the time Noble's superintendent is ready, Customer shall reimburse Noble for any extra expense involved in a subsequent tryout. The tryout shall consist of operating the system or equipment through one complete cycle for compliance with contract performance specifications. Customer shall notify Noble in writing of any nonconformity to specifications it discovers within two

(2) days of the tryout, giving Noble exact details of each suspected nonconformity. Upon determining that the system or equipment does not conform to contract performance specifications, Noble will have a reasonable period of time to correct such non-conformity under the Warranty and will notify Customer when the system or equipment is ready for tryout in accordance with this paragraph. Failure to conduct a tryout as set forth in this paragraph or to notify Noble as set forth in this paragraph will constitute final acceptance of the equipment and associated Services. It is further agreed that if prior to the tryout Customer attempts to operate the system or equipment in the absence of Noble's superintendent, or without his written consent, that Noble shall thereafter have no responsibility whatsoever for the operation of the Goods or the conformity of the Services. In no event will any tryout which is unacceptable to Customer be grounds to cancel or terminate this Agreement, nor will Noble be liable for any damages cause by any resulting delay.

19. Final Acceptance. Final acceptance shall occur in accordance with the terms of Paragraph above or when Customer uses the Goods, or any of the equipment comprising the Goods.