1) TERMS OF AGREEMENT
   a) The purchase order, together with these terms and conditions, and any attachments and exhibits, specifications, drawings, notes, instructions, and other information, whether physically attached or incorporated by reference (collectively the "Purchase Order"), constitutes the entire and exclusive agreement between Noble Supply & Logistics (the "Buyer") and the vendor (the "Seller") identified in the Purchase Order. The Buyer’s submission of the Purchase Order is conditioned on Seller’s agreement that any terms different from or in addition to the terms of the Purchase Order, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Purchase Order, even if Seller purports to condition its acceptance of the Purchase Order on Buyer’s agreement to such different or additional terms. Seller’s electronic acceptance, acknowledgement of this Purchase Order, or commencement of performance constitutes Seller’s acceptance of these terms and conditions. The Purchase Order does not constitute a firm offer within the meaning of Section 2205 of the California Commercial Code, and may be revoked at any time prior to acceptance. Notwithstanding the foregoing, if a master agreement covering procurement of the Work described in the Purchase Order exists between Seller and Buyer, the terms of such master agreement shall prevail over any inconsistent terms herein.

2) DEFINITIONS
   a) “Deliverables” means the deliverables specified in the Purchase Order (and any Statement of Work) to be delivered on or before the Delivery Date.
   b) “Delivery Date” means the date or dates specified in the Purchase Order by which the Seller is required to deliver the Work.
   c) “Products” means tangible goods specified in the Purchase Order to be delivered on or before the Delivery Date.
   d) “Services” means the services that Seller is to perform for Buyer specified in the Purchase Order.
   e) “Statement of Work” or “SOW” means the document specifying, without limitation, the scope, objective, and time frame of the Work that Seller will perform for Buyer.
   f) “Subcontractor” means a third party performing Work under an agreement (a “Subcontract”) with Seller.
   g) “Seller Personnel” means Seller’s employees, consultants, agents, independent contractors and Subcontractors.
   h) “Work” means the Deliverables, Products and Services specified in the Purchase Order, including any SOW.

3) DELIVERY
   a) Time is of the essence in Seller’s performance of its obligations under the Purchase Order. Seller will immediately notify Buyer if Seller’s timely performance under the Purchase Order is delayed or is likely to be delayed. Buyer’s acceptance of Seller’s notice will not constitute Buyer’s waiver of any of Seller’s obligations.
   b) If Seller delivers Work after the Delivery Date, Buyer may reject such Work.
   c) Buyer will hold any Work rejected under this Purchase Order at Seller’s risk and expense, including storage charges, while awaiting Seller’s returns shipping instructions. Seller will bear all return shipping charges, including without limitation, insurance charges Buyer incurs on Seller’s behalf. Buyer may, in its sole discretion, destroy or sell at a public or private sale any rejected Work for which Buyer does not receive return shipping instructions within a reasonable time, and apply the proceeds, if any, first toward any storage charges.
   d) Seller will preserve, pack, package and handle the Deliverables and Products so as to protect the Deliverables and Products from loss or damage and in accordance with best commercial practices in the absence of any specifications Buyer may provide. Without limiting the foregoing, Seller shall observe the requirements of any local laws and regulations relating to hazardous work, including, without limitation, with respect to its accompanying information, packing, labeling, reporting, carriage, and disposal.
   e) Seller will include with each delivery of Products a packing list identifying the Purchase Order number, the Buyer part number for each of the Products (if applicable), a description and the quantity of each of the Products, and the date of shipment.
   f) Unless Buyer expressly instructs otherwise, Seller will deliver all Work to the address set forth in the Purchase Order. Seller assumes responsibility for all shipping and delivery charges including, without limitation, customs, duties, costs, taxes, and insurance. Risk of loss for the Deliverables and Products does not pass to Buyer until acceptance in accordance with the Purchase Order.

4) PRICE AND PAYMENT
   a) Unless otherwise specified in the Purchase Order, the price for the Work includes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, impost and government-imposed surcharges. Seller will, at Buyer’s request, break-out from the price all such taxes and other charges, in its invoices. Seller shall use its best efforts to assist Buyer in all legal efforts to minimize the taxes resulting from the performance of this Purchase Order.
   b) Buyer will pay Seller the price in accordance with the payment terms set forth in the Purchase Order following the later of: (i) the Delivery Date; (ii) the date of Buyer’s acceptance of all of the Work; or (iii) Buyer’s receipt of a properly prepared invoice. A properly prepared invoice must include the Purchase Order number, item number, description of goods or services, sizes, quantities, unit price and extended totals and, if required in the Purchase Order, Seller’s certification of conformance of the Work to the requirements. If no payment terms are set forth, the Buyer’s standard Net 45 payment terms will apply. Payment shall not constitute final acceptance.
   c) Payment will be in the currency of the country in which the Buyer entity or affiliate identified in the Purchase Order is located, and if the price set forth in the Purchase Order is not in the local currency, then Buyer will determine the local currency equivalent of the price as of date of payment. Buyer may, at any time, set-off any amounts Seller owes Buyer against any amounts Buyer owes to Seller or any of its affiliated companies.
   d) Payment shall not constitute final acceptance.

5) INSPECTION AND ACCEPTANCE
   a) Buyer may reject any or all of the Work which does not conform to the applicable requirements within 10 business days of Seller’s delivery of the Work. At Buyer’s option, Buyer may (i) return the non-conforming Work to Seller for a refund or credit; (ii) require Seller to replace the non-conforming Work; or (iii) repair the non-conforming Work so that it meets the requirements. As an alternative to (i) through (iii), Buyer may accept the non-conforming Work conditioned on Seller providing a refund or credit in an amount Buyer reasonably determines to represent the diminished value of the
6) CHANGES
   a) As used in this Section 6, “Change” means a change Buyer directs or causes within the general scope of this Agreement, the applicable SOW or both.
   b) Buyer, by written order (“Change Order”), may make Changes in accordance with this Section 7.
   c) If Seller asserts that Buyer has directed or caused a Change to the cost of or time for performance for which Buyer has not issued a Change Order, Seller will promptly notify Buyer in writing of the Change, providing a description of the action or inaction asserted to have caused the Change; an estimate of the equitable adjustment that would be required for Seller to perform the Changed Work; and a date no less than 30 days from the date of notice by which Buyer must respond to Seller’s notice so that Seller may proceed with the Work unchanged. Buyer will evaluate Seller’s notice of Change in good faith, and if Buyer agrees that it has made a constructive change, Buyer will issue a Change Order to Seller.
   d) Seller shall, as promptly as practicable, after giving the notice of the Change, or within 10 days of receiving a Change Order, submit a request for equitable adjustment specifying the adjustment in the price or time for performance resulting from the Change.
   e) The parties shall negotiate an amendment to the applicable SOW to incorporate a Change Order providing for an equitable adjustment to the price, time for performance, or both.
   f) Seller will proceed with the Changed Work as directed, notwithstanding that the parties have not negotiated the amendment to this Agreement or the applicable SOW to incorporate the equitable adjustment.

7) COUNTERFEIT PRODUCTS
   a) For purposes of this clause, Goods are any tangible items delivered under this Order, including without limitation the lowest level of separately identifiable items, such as parts, articles, components, and assemblies. "Counterfeit Goods" are Goods that are or contain items misrepresented as having been designed, produced, and/or sold by an authorized manufacturer and seller, including without limitation unauthorized copies, replicas, or substitutes. The term also includes authorized Goods that have reached a design life limit or have been damaged beyond possible repair, but are altered and misrepresented as acceptable.
   b) Seller shall ensure that Counterfeit Goods are not delivered to Buyer. Goods delivered to Buyer or incorporated into other Goods and delivered to Buyer shall be new and shall be procured directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance by Buyer. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.
   c) In the event that Work delivered under this Agreement constitutes or includes Counterfeit Goods, Seller shall, at its expense, promptly replace such Counterfeit Goods with authentic Goods conforming to the requirements of this Agreement. Notwithstanding any other provision in this Agreement, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Goods, including without limitation Buyer's costs of removing Counterfeit Goods, of reinstalling replacement Goods, and of any testing necessitated by the replacement of Counterfeit Goods after Counterfeit Goods have been exchanged. Seller shall include equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Goods to Buyer.

8) REPRESENTATIONS AND WARRANTIES
   a) Seller represents and warrants that:
   b) it has the full power to enter into the Purchase Order and to perform its obligations under the Purchase Order;
   c) it has the right and unrestricted ability to assign the Work to Buyer including, without limitation, the right to assign any Work performed by Seller Personnel and Subcontractors;
   d) the Work, and Buyer’s use of the Work, do not and will not infringe upon any third party’s Intellectual Property Rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory or common law;
   e) it will not disclose to Buyer, bring onto Buyer's premises, or induce Buyer to use any confidential or proprietary information that belongs to anyone other than Buyer or Seller which is not covered by a non-disclosure agreement between Buyer and Seller;
   f) the Work conforms to Buyer’s specifications, Seller’s quotation or proposal, and Seller’s brochures or catalogs, and if none of the foregoing is applicable, then such Work is suitable for the intended use;
   g) it will not use or disclose any information that may identify an individual ("Personal Data") that is processed for or on behalf of Buyer, except to the extent necessary to perform under this Purchase Order; only to the extent that Seller actually processes Personal Data it will:
   i) Implement and maintain appropriate technical and organizational measures and other protections for Personal Data (including, without limitation, not loading any Personal Data provided to Seller on any laptop computers or any portable storage media that can be removed from Seller's premises unless such data has been encrypted and is loaded onto portable storage media solely for the purpose of moving such data to off-site storage).
   ii) Report to Buyer any breaches of security of Personal Data immediately after discovery ("Security Incident"),
   iii) Cooperate fully with Buyer in investigating any Security Incidents
   iv) Cooperate fully with Buyer's requests for access to, correction of, and destruction of Personal Data in Seller's possession,
   v) Comply with all instructions or other requirements provided or issued by Buyer from time to time relating to Personal Data
   vi) Permit Buyer and/or its duly authorized representatives, on reasonable prior notice, to inspect and audit Seller’s business premises and computer systems to enable Buyer to verify that Seller is in full compliance with its processing obligations under this Purchase Order;
   vii) It will not transfer Personal Data across any country border unless it is strictly unavoidable for the proper performance under this Purchase Order, and notified to Buyer in writing prior to any such transfer. Upon Buyer’s request, Seller shall enter into such other arrangements with Buyer as Buyer considers appropriate (e.g. the EU Model Clauses) in order to ensure that Seller’s transfers are lawful.
   viii) It will not provide Buyer with Personal Data of any third party or its own employees. Notwithstanding the foregoing, if Seller does provide Buyer with any Personal Data, Seller represents and warrants that it has obtained the necessary consent to provide that Personal Data to Buyer and to allow Buyer to use, disclose, and transmit such Personal Data on a worldwide basis among Buyer and its affiliates in connection with this Purchase Order.
   h) No Products contain or include components containing PCB' (polychlorinated biphenyls) chemical substances, manufactured using a cadmium plating process or contain a chemical substance or mixture that is or becomes subject to a reporting requirement under Section 8(e) of the Toxic Substances Control Act, 15 U.S.C. Section 2607(e), as in effect at time of shipment.
   i) Buyer warrants and represents to Seller that it has the full power to enter into the Purchase Order and to perform its obligations under the Purchase Order.
j) To the extent allowed by applicable law, no other warranties are made, either expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose.

9) ASSIGNMENT AND SUBCONTRACTING
   a) Seller may not assign any of its rights or delegate any of its obligations under the Purchase Order without Buyer’s prior written consent, which Buyer will not unreasonably withhold. Buyer may, at its option, void any attempted assignment or delegation undertaken without Buyer's prior written consent.
   b) Seller may not subcontract any of its rights or obligations under the Purchase Order without Buyer’s prior consent. If Buyer consents to the use of a Subcontractor, Seller will:
      i) guarantee and will remain liable for the performance of all subcontracted obligations;
      ii) indemnify Buyer for all damages and costs of any kind, subject to the limitations in Section 12 (Indemnification), incurred by Buyer or any third party and caused by the acts and omissions of Seller’s Subcontractors’
      iii) make all payments to its Subcontractors. If Seller fails to timely pay a Subcontractor for work performed, Buyer will have the right, but not the obligation, to pay the Subcontractor and offset any amount due to Seller by any amount paid to the Subcontractor. Seller will defend, indemnify, and hold Buyer harmless for all damages and costs of any kind, without limitation, incurred by Buyer and caused by Seller’s failure to pay a Subcontractor.
   c) To the extent allowed by applicable law, no person who is not a party to Purchase Order shall be entitled to enforce or take the benefit of any of its terms whether as a result of applicable legislation, custom or otherwise.

10) TERM AND TERMINATION
    a) The Purchase Order will remain in effect with respect to any SOW already issued prior to expiration of the term of the Purchase Order until such SOW is either terminated or the Work is completed and accepted.
    b) Buyer may terminate this Purchase Order, any SOW, or both at any time, for no reason or for any reason, upon 15 days written notice to Seller. Upon receipt of notice of such termination, Seller will inform Buyer of the extent to which it has completed performance as of the date of the notice, and Seller will collect and deliver to Buyer whatever Work then exists. Buyer will pay Seller for all Work performed and accepted through the effective date of the termination, provided that Buyer will not be obligated to pay any more than the payment that would have become due had Seller completed and Buyer had accepted the Work. Buyer will have no further payment obligation in connection with any termination.
    c) Either party may terminate the Purchase Order, any SOW or both, immediately by delivering written notice to the other party upon the occurrence of any of the following events: (i) a receiver is appointed for either party or its property; (ii) either makes a general assignment for the benefit of its creditors; (iii) either party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, if such proceedings are not dismissed within 60 days; or (iv) either party is liquidating, dissolving, or ceasing to do business in the ordinary course.
    d) Buyer may immediately terminate the Purchase Order upon written notice to Seller if there is a change in ownership representing 20 percent or more of the equity ownership of Seller.
    e) Either party may terminate this Purchase Order, any SOW or both, immediately by delivering written notice to the other party for any material breach not cured within 30 days of receipt of notice of the breach. Buyer shall have no further payment obligation to Seller under any terminated SOW if Buyer terminates the SOW under this Section 10.5.
    f) Any obligations or duties which, by their nature, extend beyond the expiration or termination of the Purchase Order shall survive the expiration or termination of the Purchase Order.

11) CONFIDENTIAL INFORMATION AND PUBLICITY
    a) If Buyer and Seller have entered into a Non-Disclosure Agreement ("NDA") which covers disclosure of confidential information under the Purchase Order, and if the term of the NDA expires before the expiration or termination of the Purchase Order, then the term of the NDA shall be automatically extended to match the term of the Purchase Order.
    b) The parties shall treat the terms, conditions, and existence of the Purchase Order as Confidential Information as defined in the NDA.
    c) Seller shall obtain Buyer’s written consent prior to any publication, presentation, public announcement, or press release concerning its relationship as a Seller to Buyer.

12) INDEMNIFICATION
    a) As used in this Section, a “Claim” is any claim, demand, loss, damage, liability, cost or expense (including professional fees and costs as incurred) for which one party (the “Indemnifying Party”) may be obligated to defend, indemnify and hold the other party (the “Indemnified Party”) harmless.
    b) Seller shall defend, indemnify, and hold Buyer harmless from and against any and all Claims as incurred, arising out of or in connection with any act or omission of Seller (including its Subcontractors) in the performance of the Work; or any infringement of a third party’s Intellectual Property Rights or any other rights.
    c) Buyer shall indemnify and hold Seller harmless from and against any and all Claims as incurred, arising out of or in connection with: Seller’s use of Buyer’s products or services in connection with the Work; Seller’s use of information or materials provided to Seller by Buyer; or infringement a third party’s Intellectual Property Rights or any other rights resulting from Seller’s adherence to Buyer’s written instructions.
    d) Each party will indemnify and hold the other party harmless from and against any and all Claims, as incurred, arising out of any negligent or willful acts or omissions of the Indemnifying Party which results in personal injury (including death) or damage to tangible property (not including lost or damaged data).
    e) The Indemnified Party will provide the Indemnifying Party with prompt written notice of the Claim and permit the Indemnifying Party to control the defense, settlement, adjustment, or compromise of any Claim. The Indemnified Party may employ counsel at its own expense to assist it with respect to any Claim. The Indemnified Party will have no authority to settle any Claim on the Indemnified Party’s behalf.
    f) If a third party enjoins or interferes with Buyer’s use of any Work, then Seller will use its best efforts to obtain any licenses necessary to permit Buyer to continue to use the Work; replace or modify the Work as necessary to permit Buyer to continue to use of the Work; or if are not commercially reasonable, then promptly refund to Buyer the amount paid for any Work for which a third party enjoins or interferes with Buyer’s use of the Work.
    g) Nothing in this Section shall limit any other remedy of the parties.

13) LIABILITY
14) INSURANCE
a) Seller will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect Buyer in the event of such injury or damage, and will be in compliance with any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and diseases suffered in connection with employment.

b) Seller further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Seller in the jurisdiction or jurisdictions in which Seller’s operations take place.

c) Without limiting the foregoing, to the extent that Seller is a US federal contractor or covered subcontractor as contemplated in accordance with the applicable laws and regulations, then Seller agrees that this Purchase Order will be subject to the requirements of 41 CFR 60-1.4 and 29 CFR part 471, Appendix A to Subpart A, FAR 52.219-8 and FAR 52.219-9, and the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which are incorporated herein by reference. The latter two regulations prohibit discrimination against qualified individuals on the basis of protected veteran status and disability and require affirmative action to employ and advance in employment protected veterans and qualified individuals with disabilities.

d) Seller’s failure to comply with this provision shall constitute a material breach of this Purchase Order.

15) COMPLIANCE WITH LAWS
a) Seller represents and warrants that it will comply with all applicable local and national laws and regulations pertaining to its performance of its obligations under this Purchase Order.

b) In particular and without limitation, Seller shall not act in any fashion or take any action that will render Buyer liable for a violation of any applicable anti-bribery legislation (including without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010), which prohibits the offering, giving or promising to offer or give, or receiving, directly or indirectly, money or anything of value to any third party to assist it them or Buyer in retaining or obtaining business or in performing the Work.

c) Without limiting the foregoing, to the extent that Seller is a US federal contractor or covered subcontractor as contemplated in accordance with the applicable laws and regulations, then Seller agrees that this Purchase Order will be subject to the requirements of 41 CFR 60-1.4 and 29 CFR part 471, Appendix A to Subpart A, FAR 52.219-8 and FAR 52.219-9, and the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which are incorporated herein by reference. The latter two regulations prohibit discrimination against qualified individuals on the basis of protected veteran status and disability and require affirmative action to employ and advance in employment protected veterans and qualified individuals with disabilities.

16) GOVERNING LAW
a) The Purchase Order will be construed in accordance with, and all disputes will be governed by, the laws of the State of Massachusetts, without regard to its conflict of laws rules. The parties specifically waive application of the UN Convention on Contracts for the International Sale of Goods. Seller irrevocably consents to the personal jurisdiction of the state and federal courts in and for Plymouth County, Massachusetts, and irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum.

17) GENERAL
a) Any notice to be given under the Purchase Order will be in writing and addressed to the party at the address stated in the front of the Purchase Order. Notices will be deemed given and effective
  i) if personally delivered, upon delivery.
  ii) if sent by an overnight service with tracking capabilities, upon receipt.
  iii) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal.
  iv) if sent by certified or registered mail, within five days of deposit in the mail.

b) If there is a conflict between or among the Purchase Order and any documents attached to and incorporated by reference, the conflict will be resolved as follows:
  i) A conflict between the terms of the Purchase Order and those set forth in an exhibit or hyperlink will be resolved in favor of the Purchase Order.
  ii) A conflict between the terms of the Purchase Order and those set forth in an SOW will be resolved in favor of the SOW.
  iii) A conflict between the terms of an exhibit or hyperlink and those set forth in an SOW will be resolved in favor of the SOW.

c) If any court of competent jurisdiction holds that any provision of the Purchase Order is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of the Purchase Order will not be affected or impaired, and all remaining terms of this Purchase Order remain in full force and effect, provided that this provision shall not be applied to defeat the intent of the parties.

d) A party’s election not to insist on strict performance of any requirement of the Purchase Order will not operate or be construed to waive any future omission or breach, or any other provision of the Purchase Order.

18) FAR, DFAR and DLAD Clauses
a) Following FAR, DFAR and DLAD Clauses, included by reference, may be required by the Buyer’s Prime Contract and could be applicable to this Purchase Order.

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Notification of Transportation of Supplies by Sea