

1. Headings Not Controlling

Headings and captions set forth in this order are for convenience of reference only and are not intended to, nor do they, alter the meaning, content or enforceability of any provision hereof. Where the contract requires, items stated in the plural herein shall be deemed to mean the singular and vice versa.

2. Authority and Communication

"Buyer" means Noble Ultimate Holding, LLC, dba Unico Technologies Group, its affiliates, and/or subsidiaries ("UTG") acting through their respective purchasing organizations. No other department of Buyer is so authorized to act. All written communications are to be directed to Buyer's purchasing representative. Communications from or to engineering or quality assurance personnel on technical or quality matters only are permitted. Any agreements resulting from such communications shall be binding only if documented by Buyer's written change notice.

3. Extra Charges

No charges or any kind, including charges for boxing or cartage, will be allowed unless specifically agreed to by Buyer in writing. Price is to cover net weight of material, unless otherwise agreed. ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN, AND ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN SELLER'S RESPONSE HERETO SHALL BE DEEMED OBJECTED TO BY THE BUYER WITHOUT NEED OF FURTHER NOTICE OF OBJECTION AND SHALL BE OF NO EFFECT NOR IN ANY CIRCUMSTANCES BINDING UPON BUYER. SELLER WILL BE DEEMED TO HAVE ASSENTED TO ALL TERMS AND CONDITIONS CONTAINED HEREIN IF ANY PART OF THE DESCRIBED MERCHANDISE IS SHIPPED.

4. Transportation and Insurance

Unless otherwise stated on the face of this order, goods are to be sold FOB shipping point, transportation collect. When the face of the order contains directions that goods are to be sold FOB destination, transportation charges must be prepaid by Seller. No premium transportation, insurance, or valuation costs will be allowed unless specifically authorized. Risk or loss shall be Seller's responsibility until delivery to applicable FOB point. No goods valued in excess of \$500 USD are to be shipped via Parcel Post (Seller shall not declare value on material shipped.) Seller shall release truck shipments at the lowest released valuation permitted in the governing tariff or classification.

5. Delivery Schedule

Unless otherwise agreed in writing, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule. It is Seller's responsibility to comply with this schedule but not to anticipate Buyer's requirements. Over-shipments or goods shipped to Buyer in advance of schedule may be returned to Seller at Seller's expense.

6. Delays in Delivery

Seller will not be liable for damages or delays in delivery due to causes beyond as reasonable control. If Seller, however, for any reason does not substantially comply with Buyer's delivery schedule, Buyer at its option may either approve a revised delivery schedule or may terminate the order without liability to Seller on account thereof. If Buyer approves Seller's revised delivery schedule and directs the Seller to ship by a method other than that indicated on the face of this order, Seller agrees to pay the additional transportation charges incurred as a result of such direction.

7. Rejections

If any of the goods or services are found to be defective in material or workmanship or otherwise not in conformity with the requirements of this order after delivery, the Buyer, in addition to any other rights that it may have under warranties or otherwise, shall have the right to reject and return such goods or services at Seller's expense (including Buyer's handling charges) or require that such articles or materials be corrected or replaced promptly with satisfactory material or workmanship. Such goods are not to be replaced, however, without suitable written authorization from Buyer. If Buyer so rejects the goods or if Seller, when requested by Buyer, fails to proceed promptly with the replacement or correction thereof, Buyer either may terminate this order for default or may charge Seller the cost of damages occasioned Buyer thereby. Title to all rejected goods shall pass to Seller upon Buyer's notification to Seller of rejection and all such goods held by Buyer after such notification shall be held at Seller's risk.

8. Property Furnished or Paid for by Buyer

To the extent indicated on the face of this order, all tooling, dies, molds, patterns, materials, and parts furnished by Buyer for use by Seller in performance of this order, or supplied or purchased by Seller but paid for by Buyer from time to time ("Property"), shall be properly identified as belonging to Buyer, maintained in good condition and repair by Seller, and fully insured by Seller at Seller's expense. The Property shall be used exclusively for the purpose of fulfilling this order, shall be held in strict confidence by Seller, shall not be used by or for or disclosed to others, and shall be returned at Seller's expense to Buyer upon demand, notwithstanding any lien, setoff, or other claim of any kind or nature that Seller may have against the Property or against Buyer.

9. Changes

Buyer shall have the right to make changes in the order, but no additional charge or change in delivery schedule will be allowed unless authorized in writing by Buyer. If such changes affect delivery or the amount to be paid by Buyer, Seller shall notify Buyer immediately, but not later than ten (10) days, and negotiate an adjustment.

10. Non-Assignment

Assignment of this order or any interest therein or any payment due or to become due thereunder, without the written consent of the Buyer, shall be void.

11. Set-Off

Buyer shall be entitled at all times to set-off any amount owing at any time from Seller to Buyer or any of its affiliated companies against any amount payable at any time by Buyer in connection with this order.

12. Compliance with Laws

In the performance of this order, Seller agrees to comply with all applicable state, federal, and local laws, regulations, and ordinances now or hereafter in effect, and warrants that all goods described in this order, and their use, will comply with all such laws, regulations, and ordinances, including but not limited to the Occupational Safety and Health Act of 1970, the Radiation Control for Health and Safety Act of 1968, the Fair Labor Standards Act, and Executive Order 11246, as amended. Seller agrees to indemnify and hold Buyer harmless from any claim asserted against or loss incurred by Buyer resulting from Seller's failure to comply with such laws, regulations, and ordinances.

13. Proprietary Information

Any knowledge or information concerning Seller's products, methods, or manufacturing processes that Seller may disclose to Buyer incident to the provision of the goods covered by this order shall, unless otherwise specifically agreed in writing, be deemed to have been disclosed as a part of the consideration for this order, and Seller agrees not to assert any claim (other than a claim for patent infringement) against Buyer by reason of Buyer's use or alleged use thereof.

14. Patent Indemnity

Seller shall handle all claims and defend any suit or proceeding brought against Buyer or its customers (which term throughout this order shall include, without limitation, Buyer's lessees, bailees, transferees, and assigns) so far as based on any claim that the manufacture or furnishing of goods under this order, or the use or sale of such goods, constitutes infringement of any patent of any country, it notified promptly in writing and given information, assistance, and such authority as is afforded by applicable laws, rules, or regulations for the handling or defense of such claim, suit, or proceeding. In case said goods are enjoined, Seller shall, at its own expense and option, procure for Buyer and its customers the right to continue using said goods, or modify them so they become non-infringing, or with the written approval of Buyer, remove said goods and refund the purchase price and the transportation and installation costs thereof. The foregoing patent indemnity and warranty obligations shall be inapplicable (a) where the alleged infringement results from detail designs supplied by Buyer, unless goods embodying such designs are normally sold or advertised for sale to others by Seller; or (b) to the extent that a suit based on said infringement claim may be maintained only against the U.S. Government and Buyer has not indemnified the U. S. Government.

The above patent warranty and indemnity obligations are in lieu of all other patent warranties and indemnities whatsoever, whether oral, written, express, or implied.

15. Drawings and Specifications

All specifications, drawings, technical information, and data furnished by Buyer to Seller hereunder shall remain the property of the Buyer. None shall be copied or duplicated in any manner, nor shall extract be taken therefrom for a purpose or use unrelated to work performed for Buyer, without Buyer's advance written consent. Such documents shall be used only in the manufacture and production of supplies for Buyer and shall be returned to Buyer at Buyer's request.

16. For Work on Buyer's or Its Customer's Premises

If Seller's work under the order involves operations by Seller on the premises of Buyer or one of its customers, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work and, except to the extent that any such injury is due solely and directly to Buyer's or its customer's negligence, as the case may be, shall indemnify Buyer against all loss that may result in any way from any act or omission of the Seller, its agents, employees, or subcontractors, and Seller shall maintain such Public Liability, Property Damage, and Employee's Liability and Compensation Insurance as will protect Buyer from said risks and from any claim under any applicable Worker's Compensation and Occupational Disease Acts.

17. Termination

If Seller ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature), or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or if a receiver for Seller is appointed or applied for or an assignment for the benefit of creditors is named by Seller, Buyer may terminate this order without liability except for deliveries previously made or for goods covered by this order then completed and subsequently delivered in accordance with the terms of this order. In addition, Buyer may terminate this order in whole or in part for its own convenience by written or electronic notice at any time. Any claim arising out of such action shall be presented within ten (10) days of receipt of such written notice and be subject to negotiation between Buyer and Seller. Such claim shall be restricted to costs incurred or commitments made on account of the terminated order. The negotiated settlement will be reduced to writing by Buyer and signed by Seller prior to payment of settlement costs.

18. Small Business Concern Utilization

The Seller agrees to accomplish the maximum amount of subcontracting to small business concerns or minority-owned businesses that the Seller finds to be consistent with the efficient performance of this contract.

19. General

The provisions of this Purchase Order are for the benefit of the parties to this contract and not for the benefit of any other person.

This instrument constitutes the entire and only agreement between the parties hereto, and any representation, affirmation or fact, and course of prior dealings, promise, or condition in connection therewith or usage of the trade not incorporated herein shall not be binding on either party. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by a specifically authorized representative of the Buyer.

This Purchase Order shall be governed in all respects by the laws of the State of Wisconsin without regard to its conflict of laws rules. Seller and Buyer expressly agree to exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto.

20. Contractor Liens

If this order requires the provision of services by a Contractor, then Seller warrants that prior to presentation of invoices for work on this order, that Contractor has obtained a waiver of all subcontractor liens associated with the work. In addition, the Seller's final invoice warrants to Buyer that Contractor has obtained a waiver of liens for all work performed under the contract.

21. Publications

The Seller agrees that no acknowledgement or other information concerning this order and the supplies or services provided hereunder will be made public by the Seller without the prior written agreement of Buyer.

22. Warranty

In addition to any warranties provided by law, the SELLER WARRANTS that the goods provided in accordance with the terms hereof shall conform in all respects to Buyer's specifications and shall be free from defects in material and workmanship for a period of three (3) years from the date of delivery to Buyer or two (2) years from the date Buyer delivers such goods to one of its customers, whichever occurs first.