

CompoHub, INC. Purchase Order Terms and Conditions:

- 1) All ordered parts received by CompoHub, INC. must be new and unused in the appropriate sealed packaging.
- 2) SUPPLIER accepts that all purchase orders submitted by CompoHub, INC. will be fulfilled in a timely manner.
- 3) CompoHub, INC. may cancel any late or incomplete shipments at no additional cost or commitment to CompoHub, INC.
- 4) SUPPLIER consents that fraudulent/counterfeit parts have no worth and any contractual documents or obligations involving fraudulent/counterfeit parts shall be acknowledged as “null and void”.
- 5) SUPPLIER and CompoHub, INC. agree that if CompoHub, INC. or a testing laboratory selected by CompoHub, INC. concludes that the parts supplied are suspect/fraudulent/counterfeit, then SUPPLIER is entitled to: a) concur with CompoHub, INC.’s results and cancel the transaction b) validate CompoHub, INC.’s results with a CompoHub, INC. approved and SUPPLIER-accepted test laboratory for authentication
- 6.) Any disagreement between CompoHub, INC. and SUPPLIER may be settled in a civil proceeding, either in a court of law or in arbitration, and the suitable burden of proof needed for CompoHub, INC. to prove that the suspicious parts are fraudulent/counterfeit shall be preponderance of the evidence, which means that CompoHub, INC. must prove that it is more probable than not that the suspicious parts are fraudulent/counterfeit except if CompoHub, INC. is trying to prove fraud, which would then elevate CompoHub, INC. burden of proof to a clear and convincing evidence standard. If the subject of the validity of the suspicious parts is brought up in a criminal proceeding, then the burden of proof that the suspicious parts are fraudulent/counterfeit will be that the suspicious parts are fraudulent/counterfeit beyond a reasonable doubt.
- 7) If SUPPLIER agrees to CompoHub, INC.’s verdict and decides to immediately cancel the transaction, the suspicious electronic parts will not be sent back to SUPPLIER unless and/or until an independent lab approved by both SUPPLIER and CompoHub, INC. concludes that the electronic parts are not suspicious fraudulent/counterfeit or fraudulent/counterfeit. Under these conditions, CompoHub, INC. shall maintain custody of the suspicious electronic parts for a minimum time period as long as the relevant statute of limitations under the applicable authorities having jurisdiction following the date upon which SUPPLIER was notified from CompoHub, INC. that is deciding to immediately cancel the transaction between them. Once this period has elapsed, then CompoHub, INC. has the complete right to destroy the suspicious electronic parts. SUPPLIER has the right to have an independent laboratory that must be approved by CompoHub, INC conclude

whether the suspect electronic parts are fraudulent/conterfeit, and if the laboratory validates that the electronic parts in question are either suspect fraudulent/counterfeit or fraudulent/counterfeit, then SUPPLIER must instantly return all monies paid by CompoHub, INC. CompoHub, INC. and SUPPLIER concur that regardless if SUPPLIER returns all monies paid by CompoHub, INC., CompoHub, INC. has the complete right to reobtain possession of the in question electronic parts from the lab in order to block the in question electronic parts from being put up for sale through any network of distribution. If the SUPPLIER engages its supplier, in civil or criminal proceedings, SUPPLIER shall have the permission upon request, to obtain and use a mutually agreeable sample quantity of the parts sold for the purpose of pursuing its remedies.

When testing of samples is complete, the samples will be sent back to SUPPLIER who will then send them to CompoHub, INC. CompoHub, INC. and SUPPLIER concur that CompoHub, INC. shall have the permission to destroy the suspicious electronic parts after the relevant statute of limitations under the applicable authorities having jurisdiction have expired. However, if CompoHub, INC. and SUPPLIER agree in writing that the parts can be destroyed and there is no pending civil or criminal action in which the suspicious electronic parts are the question of action, the parts will be destroyed per their concurrence.

8) If for any reason SUPPLIER is incapable of delivering the complete order by the agreed delivery date stated in the purchase order, then the SUPPLIER must inform CompoHub, INC. within 5 days after the purchase Order has been placed. Failure to do so will result in SUPPLIER being liable to any and all damages incurred by CompoHub, INC. due to ordered parts not being delivered by the agreed date.

9) Any disagreements, controversy or claim resulting from or involving this contract shall be resolved by binding arbitration. The verdict decided by the arbitrator will be submitted to any court having jurisdiction. The arbitration shall be handled in English in Virginia, VA United States in accordance with United States Arbitration Act and the applicable laws of the State of Virginia.

10) SUPPLIER and CompoHub, INC. agree that no legal action is to be filed regarding the Purchase Order matter before attempting to reach an amicably settlement that will last a minimum of four hours except if matter is resolved within less than four hours. In the event the Supplier is not reachable within 48 Hours to attempt to resolve the matter amicably, therefore, CompoHub, INC. has the right to file against the SUPPLIER any legal action it deems necessary to protect CompoHub, INC. rights and interests at the entire SUPPLIERS' sole risk as to the fees, costs and consequences thereof.

11) If a lawsuit is filed by either SUPPLIER or CompoHub, INC. regarding any Purchase Order between the parties, the prevailing party will be authorized to recuperate its reasonable Attorneys' fees and costs.

12) Terms and conditions presented by SUPPLIER are to be considered additional terms and shall be deemed null and void and cannot be administered under any circumstances under this agreement.

CompoHub, INC.

A Company duly incorporated as per the Laws of State of Virginia
United State of America
Reserving all the rights