

CompoHub, INC. Sale Order Terms and Conditions

PREAMBLE:

The sale of products and services (“products”) by CompoHub, INC. are subject to the below stipulated terms and conditions regardless of other supplementary terms or conditions that disagree or contradict with this agreement in any document, purchase order or other preprinted terms and conditions on any customer (“customer”) document and/or CompoHub’s failure to protest to conflicting or supplementary terms will not alter to the terms of this agreement.

The above Preamble shall be deemed to be part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement.

1) ORDERS:

It is agreed that all orders are to be approved by CompoHub, INC. CompoHub, INC. has the right to distribute the sale of Products to its customers. All orders are regarded held as non-cancelable and nonrefundable (“NCNR”) unless and only if authorized in written form by CompoHub, INC. No orders may be cancelled or rescheduled by the Customer without the written authorization of CompoHub, INC. It is also agreed that once orders are shipped, CompoHub, INC. will not accept cancellations or postponements of the orders in any case of whatsoever kind.

2) PRICES:

It is acknowledged that any price quoted by CompoHub, INC is binding for 15 days unless stipulated otherwise in the quote. Upon expiration of the 15 days’ period, CompoHub, INC reserves its right to increase the prices quoted if conditions happen and are beyond of the control of CompoHub, INC. Prior to the shipment of the products, CompoHub, INC. will notify the Customer of any price adjustments, thereof, the Customer may cancel the order in written form to be notified to CompoHub, INC within 24 hours. The prices presented by CompoHub, INC. are for the products only and does not include in anyway the shipping charges, taxes and any other charges enforced by any Government Authority and / or any other Entity. The Customer is sole liable for all extra fees and taxes.

3) TERMS OF PAYMENT:

It is also agreed that the full payment of the invoice is due to be paid as agreed on the payment terms on this invoice. Upon the expiry days mentioned in this invoice, CompoHub, INC. will start accumulating an interest rate of 1% per month to be calculated on the total amount of the issued invoice. from the payment due date.

Failure to pay any outstanding payment, the Customer will be held liable for all Attorney’s and Court fees and collection costs incurred by CompoHub, INC. CompoHub, INC. may change at its sole discretion the conditions of Customer’s credit and at any time, CompoHub, INC. shall

send to the Customer a written notice to notify any such changes. Payments made by Customer will be applied to the oldest unresolved invoice first including any interest charges where valid.

4) MODE OF PAYMENT:

The mode of payment is to be notified by CompoHub to the Customer upon issuance of (the Quotation, the Purchase Order, the Invoice) and to be mentioned in the (the Quotation, the Purchase Order, the Invoice)

5) DELIVERY TERMS & CONDITIONS AND TITLE:

It is acknowledged that the delivery dates of the Products provided by CompoHub, INC. are an approximate date only and can be changed at any time by CompoHub, INC. based on the prompt receipt of the product by CompoHub, INC. from suppliers. CompoHub is not liable for delays in delivery to the Customer. CompoHub, INC. is eligible to make partial deliveries of a placed Order and the Customer agrees to pay for the partial delivery and all delivered Products. The Customer is not allowed to cancel any pending quota (Part) of the placed Order due to a delay in delivery of the same Order previously partially delivered to the Customer.

6) ACCEPTANCE OF PRODUCTS AND RETURNS POLICY:

The Customer must within 5 days inform CompoHub, INC. in a written form attached to it the delivery sheet of any damage, deficiency occurred to the Products. Upon the expiry of 5 days remedy period, the Customer is not allowed to withdraw its acceptance of the Order and the Products are deemed accepted by the Customer as it is delivered. Customer cannot return products without a return material authorization (“RMA”) number. CompoHub, INC. will review an “RMA” requests made by the Customer only within 30 days of delivery and acceptance of products. and reserves its right to reject any such requests made by the Customer. In the event CompoHub, INC. accepts the return of any products, then the Products to be returned must be in the original manufacturer’s packing and shipping container or comparable and any freight charges associated with the return must be prepaid by the Customer. Any restocking chargers incurred by CompoHub, INC. will be paid by the Customer. If any Products are not deemed returnable, CompoHub, INC. will return Products to Customer and hold Customer accountable for all expenses.

7) LIMITED WARRANTY:

Any Product warranties and indemnities, including intellectual property infringement, provided by the manufacturer will be handed over to the Customer and does not extend the warranty period. CompoHub, INC. shall deliver all Products to the Customer at the manufacturer’s specifications and standards. Any additional work performed by CompoHub, INC. on Products will meet Customer’s specifications. If the Products do not conform to manufacturer’s

specifications, or, if any additional work performed by CompoHub, INC. does not conform to Customer's specifications (requests), CompoHub, INC. has the choice to (1) repair the Products (2) change the Product at no cost to Customer (3) reimburse the full purchase price to the Customer. Any Product not conforming to the manufacturer's specification must be returned to CompoHub, INC.

8) LIMITATION OF LIABILITY:

It is agreed that CompoHub, INC. is not liable for, and Customer is not authorized to any indirect, special, secondary or resulting damages; for example, loss of products or revenue, loss of data, loss of use, rework, manufacturing expense, injury to reputation or loss of customers. If CompoHub, INC. is to reimburse Customer for any direct damages, the total reimbursement will not surpass the price of the Product at issuance of the invoice from CompoHub, INC. Customer will not hold CompoHub, INC. responsible for any claims based on (1) CompoHub, INC.'s conformity with Customer's designs, specifications or instructions (2) changes of any Products by anyone other than CompoHub, INC. (3) use in conjunction with other Products.

9) FORCES BEYOND CONTROL:

CompoHub, INC. is not liable for not achieving its commitments for any accepted order or for postponement in delivery due to causes beyond its control, (Such as but not limited to: acts of God, acts or omissions of the Customer, man-made or natural disasters (Force Major), epidemic or medical crises, materials shortages, strikes, acts of terrorism, delays in transportation, or inability to obtain labor or materials through its regular sources...).

10) USE OF PRODUCTS:

Products sold by CompoHub, INC. are not approved for use in safety or other applications where there is a high possibility that a failure may result in personal injury, loss of life, or catastrophic property damage. If Customer operates or promotes the Products for use in any such applications, Customer accepts that such use or sale is at Customer's sole risk. CompoHub, INC. and Product manufacturer will not be held accountable for any and all liabilities and costs resulting from or in connection with such usage or sale.

11) EXPORT/IMPORT:

Products sold by CompoHub, INC. may be bound by export control laws and regulations of the United States of America or other countries. Under no circumstances will Customer directly or indirectly export or transfer any Products to any third party or country where such export is prohibited or banned. It is the Customer's obligation to acquire any license to export, re-export or import as is needed. CompoHub, INC. is not liable for any omission from the Customer in acquiring the necessary licenses, authorizations, non-objection letters from the Official Authorities to the export, re-export or import.

12) PRODUCT INFORMATION:

Product information, such as Product's specifications, export/import control classifications, uses or conformity with legal or other requirements, is provided to CompoHub, INC. from its supplier as is. CompoHub, INC. takes no responsibility for the correctness or completeness of the Product information, and does not endorse all representations, warranties and liabilities under any theory with respect to the Product information, including any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. It is under the recommendation of CompoHub, INC. that Customer authenticate any Product Information before using or continuing with such information. CompoHub, INC. is not liable for typographical errors or other inaccuracies or mistakes in Product Information. All Product information may be changed without notice.

13) GOVERNING LAW:

The laws of the State of Virginia will solely be construed in any dispute arising between CompoHub, INC. and the Customer, it will have exclusive jurisdiction to entertain any suit or matter arising out of this Agreement. All arbitration and court appearances will occur in Arlington, State of Virginia. The United Nations Convention for the International Sale of Goods will not apply.

14) GENERAL:

- a. Customer may not delegate this Agreement without prior written approval by CompoHub, INC.
- b. This Agreement may be amended only by a written consent to be signed by the authorized signatory of both CompoHub, INC. and Customer.
- c. CompoHub, INC. and Customer are independent contractors and as such concur this Agreement does not imply a joint venture or partnership in any way.
- d. CompoHub, INC. has no obligation or liability for any information or guidance (technical or not) that is given to Customer free of charge or for the subject or use of such information or guidance.
- e. CompoHub, INC.'s failure to protest any document, communication or act of Customer will not be considered as waiver of any of these terms and conditions.
- f. If any of these terms and / or conditions is not enforceable, the remaining terms and condition will remain in full force.
- g. Products, inclusive of software or other intellectual property, are under the authority of any relevant rights of third parties, such as patents, copyrights and/or user licenses.
- h. CompoHub, INC. and Customer agree to obey and observe all applicable laws and regulations.

CompoHub, INC.

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