

ROGERS BV (“Rogers”)
STANDARD TERMS AND CONDITIONS OF SALE
(version January 2020)

THESE TERMS AND CONDITIONS AND THOSE SPECIFIED ON THE FACE OF ANY RELATED ORDER CONFIRMATION, SHALL EXCLUSIVELY GOVERN THE SALE BY ROGERS OF ALL PRODUCTS COVERED BY SUCH ORDER CONFIRMATION

1. DEFINITIONS

"**Agreement**" shall mean any agreement of sale and purchase whereby Rogers sells the Product to Buyer;

"**Buyer**" shall mean the natural or legal person who or which intends to purchase the Product from Rogers;

"**Days**" shall mean calendar days;

"**Order Confirmation**" shall mean the written details appearing on the reverse of these Terms and Conditions, by which Rogers confirms a Purchase Order of Buyer;

"**Product**" shall mean the product or products as described in the Order Confirmation;

"**Purchase Order**" shall mean any order of Buyer to Rogers to purchase Product;

"**Rogers**" shall mean Rogers Corporation or the subsidiary or affiliate of Rogers Corporation named on the face hereof;

"**Writing**" shall mean a document on paper which is duly signed by hand by the parties to the agreement incorporated in such document;

2. PRICE

2.1. All price quotations are made and orders accepted on the basis of Rogers' prices in effect at the time of shipment, except as otherwise specifically agreed in Writing by Rogers.

2.2. All prices are applicable only to a particular Order Confirmation and are subject to change in accordance with currency variations and with cost variations (including but not limited to the cost of materials and wages). Prices are not valid for orders other than the Purchase Order confirmed in the Order Confirmation.

2.3. Any taxes or fees that Rogers may be required to pay or collect will be charged to Buyer.

2.4. Unless otherwise stated and subject to the other provisions of these terms and conditions, all prices are FCA or "free carrier" Incoterms 2000 Rogers' factory and

do not include insurance, duties, taxes, and similar charges which the Buyer is required to pay.

- 2.5. All payments shall be made in United States funds or in the currency stipulated in the Rogers' valid offer, written order-acknowledgement or invoice.

3. TERMS

- 3.1. Terms of payment are net thirty (30) Days from the date of invoice except as otherwise stated in Writing.

- 3.2. Any objection to or protest of an invoice shall be submitted to Rogers within eight (8) Days as from the invoice date.

- 3.3. If payment has not been made on the due date as specified in Article 3.1, Rogers shall, without prior notice, ipso jure, and without prejudice to any other right or remedy available to it by contract or by law, be entitled to:

(a) claim late interest on any unpaid invoice at the interest rate as defined in Article 5 of the Law of August 2, 2002 regarding the action against arrears of payment in commercial transactions ("*concernant la lutte contre le retard de paiement dans les transactions commerciales*" / "*betreffende de bestrijding van de betalingsachterstand bij handelstransacties*") and such interest shall be due from the due date of the payment until the date the payment has been made in full, and/or

(b) suspend any further deliveries whether under the same agreement or under any other agreement, until full payment, and

(c) claim reasonable collection costs (including legal fees and expenses) payable as incurred by Rogers.

4. SHIPPING, DELIVERY AND RETENTION OF TITLE

- 4.1. Rogers shall have no responsibility to obtain or maintain insurance with respect to the Product sold to Buyer, and the risk of damage to or loss of the Product or any portion thereof and, without prejudice to the other terms and conditions, all responsibility of Rogers with respect to the Product shall cease when it has been delivered to the appropriate carrier for shipment to Buyer, properly addressed or with the proper bills of lading attached, whether or not freight is prepaid.

- 4.2. Unless specific shipping instructions are received from Buyer substantially before the shipment date, Rogers reserves the right to use its judgment in selecting the

means of shipment. Additional shipping costs incurred at the request of Buyer will be charged to Buyer.

- 4.3. Shipping dates given by Rogers in advance of actual shipment are estimates only.
- 4.4. Title to the Product shall remain with Rogers until full payment of the price for the Product in accordance with Article 2 and 3 of these Terms and Conditions.

5. WARRANTY

- 5.1. Rogers warrants for twelve (12) months after delivery, or for the shelf life of the Product specified by Rogers if such shelf life is shorter than 12 months, unless indicated to the contrary in Writing, that the Product shall be free from hidden defects in materials and workmanship. Rogers makes no warranty with respect to, and shall not be liable for, any defects that are caused by the processing of Product after delivery to Buyer, by the integration of Product into or with other products, or any other actions taken or caused by Buyer or its customers.
- 5.2. In case of non-compliance with Article 5.1 and subject to Buyer's performance of its obligations under Articles 5.3 and 5.4, the liability of Rogers under this warranty is, at Rogers' option, limited to:
 - (a) repairing the Product (to the extent such repair is possible); or
 - (b) providing a replacement Product; or
 - (c) fully refunding the price paid by Buyer for the Product.
- 5.3. Buyer is fully responsible for inspecting the Product upon delivery and verifying that the Product is in satisfactory condition. If and only if delivery has not yet been accepted by signature of the Buyer on the delivery document, complaints with regard to any apparent defects and non-conformity of the Products covered by the Order Confirmation shall be submitted by a duly signed registered letter within five (5) Days from the day of the delivery of the Product.
- 5.4. Any complaints with regard to hidden defects shall be submitted to Rogers by a duly signed registered letter within fifteen (15) Days from the date on which Buyer should have reasonably discovered the hidden defect and at the latest within twelve (12) months after the date of delivery of the Product.
- 5.5. This warranty is for the benefit of, and must be exercised directly by, Buyer only, and shall not convey any rights whatsoever to any third party, to the extent permitted by law.

- 5.6. **ROGERS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS THE EXISTENCE OF ANY OTHER WARRANTY WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.**
- 5.7. Product delivered by Rogers shall not be considered defective if it is in accordance with specifications or drawings agreed upon in writing between Rogers and Buyer, or in the absence of any such written agreement, with Rogers' internal specifications ("**Specifications**"). Buyer assumes full responsibility for the Specifications. No allowance will be granted for any repairs made by Buyer without written consent of Rogers.
- 5.8. Damage incurred after delivery or at Buyer's location such as in the process of inspection, handling, and repackaging shall be the sole responsibility of Buyer.
- 5.9. Except as Rogers may otherwise agree in a separate Writing signed by an authorized officer, Rogers makes no representations or warranties, express or implied, regarding compliance (including, without limitation, notification and/or registration) in the manufacture, distribution in commerce, processing, use, or disposal of any Product, or the constituent substances thereof, with any law or regulation relating to environmental protection or toxic or hazardous substances..

6. RETURNS

- 6.1. No return shall be shipped to Rogers except after securing written instructions from Rogers.
- 6.2. Rogers shall have the sole right to determine whether returned articles or parts shall be repaired or replaced (see Article 5.2 above).
- 6.3. Rogers agrees to assume roundtrip transportation costs for defective or non-conforming (parts of the Product in an amount not to exceed normal truck common carrier shipping charges, provided, however, that if Rogers' inspection discloses that the returned Product or part of the Product does not require repair or replacement, Rogers' usual charges will apply and Buyer shall assume roundtrip shipping charges.

7. LIMITATION OF LIABILITY – FORCE MAJEURE

- 7.1. To the extent permitted by the law, Rogers shall not be liable to Buyer whether in tort (including for negligence), in contract, or otherwise, for any indirect, consequential, incidental, special, exemplary or punitive damages, or costs or expenses, including but not limited to loss of revenue, loss of profit or loss of time.

TO THE EXTENT PERMITTED BY THE LAW, ROGERS SHALL NOT IN ANY EVENT BE LIABLE TO BUYER FOR ANY DIRECT DAMAGES OR COSTS IN ANY AMOUNT GREATER THAN THE PURCHASE PRICE RECEIVED BY ROGERS FOR SUCH PRODUCT.

- 7.2. To the extent permitted by the law, the limitation of liability as specified in Article 7.1 above shall not be applicable if and only if damage is caused by personal willful misconduct or fraud of Rogers.
- 7.3. Rogers shall not be liable for any loss or damage suffered by Buyer resulting directly or indirectly from, or through, or arising out of any delay in filling an order or in shipment or delivery of any Product, or resulting directly or indirectly from or through delay arising out of any of the following: fire, flood, strike, accident, civil commotion, riot or war, shortage of labor, fuel, materials or supplies, regulations, priorities, orders or embargoes imposed by any civil or military government; or any other cause or causes (whether or not similar to the foregoing) beyond the reasonable control of Rogers.

8. ADVICE AND OTHER SERVICES

Buyer agrees that Rogers will not have control over the design, testing or labeling of any product produced using Rogers' Products, and that Buyer is not relying on any representation or statement made by, or on behalf of, Rogers with respect to the suitability of any Product for any purpose, or on any advice, recommendation or information obtained from Rogers' product literature or websites, including any design aid or other service made available by Rogers.

Buyer has tested and investigated the Products enough to form an independent judgment concerning their suitability of the use, conversion or processing intended by Buyer and will not make, and hereby waives, any claim against Rogers based on Rogers' advice, statements, information, services or recommendations.

9. CANCELLATION, ALTERATION OR DELAY REQUESTED BY BUYER

- 9.1. Requests by Buyer to cancel or alter an order or to temporarily or permanently stop work or delivery must be made in Writing, and any purported acceptance by Rogers of any such request must be evidenced by the manual signature of an authorized officer of Rogers in order to be enforceable against Rogers.

- 9.2. Rogers reserves the right to refuse any such request and to set additional charges and other conditions under which a request is granted. Any such additional charges will be due and payable 30 Days after Rogers notifies Buyer.
- 9.3. All Product, parts or materials ordered or held by Rogers at Buyer's request shall be at the risk and expense of Buyer.
- 9.4. Rogers, at its option, may invoice Buyer for all costs and expenses resulting from such a request.
- 9.5. Such invoices shall be due and payable 30 days from issuance.

10. TOOLS, DIES, DESIGNS, DRAWINGS, JIGS, AND FIXTURES

- 10.1. Rogers shall retain ownership, possession and control of all tools, dies, designs, drawings, Specifications, jigs, and fixtures prepared for the manufacture of Product subject to any order except where other written arrangements are specifically made between Rogers and Buyer.
- 10.2. Rogers shall not be responsible for problems resulting from errors in artwork, drawings, and/or Specifications supplied by Buyer.

11. UNDERSHIPMENTS – OVERSHIPMENTS

Rogers reserves the right to over-ship or under-ship any order by any amount not to exceed five (5) percent of the amount ordered, payment to be based on the actual amount of Product shipped.

12. PATENTS, TRADEMARKS, AND COPYRIGHTS

Rogers shall indemnify Buyer for damages for infringement of patents, trademarks or copyrights relating to Product sold hereunder which are solely the products of Rogers' design, and Buyer shall so indemnify Rogers for products that are solely of Buyers' design. Neither party shall be liable to indemnify the other unless the party charged with infringement is determined by a court of competent jurisdiction to be liable for such infringement as aforesaid. No indemnity shall apply to liability resulting from the manner of use of the Product by Buyer or others or from combining the Product with any other items. Each party shall give the other reasonable notice of any claim or infringement to which this indemnity applies and offer to allow the other to defend any suit resulting therefrom; otherwise, the party to whom notice of infringement is given shall not be liable, directly or indirectly, for any damages from such infringement. Anything herein to the contrary notwithstanding, any claim for indemnification shall be subject to the limitations set forth in Article 7.1.

13. TERMINATION DUE TO AN EVENT OF INSOLVENCY

- 13.1. If Buyer makes an assignment for the benefit of creditors or a petition shall be filed by or against Buyer under any bankruptcy or insolvency law, or if Buyer admits its inability to pay its debts as they come due or if a trustee, receiver or liquidator is appointed for any part of the assets of Buyer, or if Rogers has reasonable grounds for insecurity as to due performance by Buyer, then Rogers' obligation to perform hereunder shall immediately cease, unless Rogers thereafter otherwise agrees in Writing with Buyer, Buyer's trustee, receiver or representative. If such termination cannot lawfully occur ipso jure, Rogers has the right to terminate by a declaration of will, without any liability or notice.
- 13.2. Charges to Buyer shall be governed by the provisions of Paragraph 9.

14. REPRODUCTION RIGHTS, NONDISCLOSURE

- 14.1. Drawings, specifications, reports, photographs, materials, information and other data of Rogers relating to this Order Confirmation and all proprietary rights and interests therein and the subject matter thereof ("**Proprietary Information**") shall remain the property of Rogers (which term, for purposes of this paragraph only, shall include any and all affiliates of Rogers).
- 14.2. Buyer agrees that it will not, without the prior written consent of Rogers evidenced by the manual signature of an authorized officer of Rogers: (i) use Proprietary Information for the production or procurement of the Product covered by the Order Confirmation or any similar product from any other source, (ii) reproduce or otherwise appropriate Proprietary Information, or (iii) disclose Proprietary Information or make it available to any third party.
- 14.3. Buyer shall cause its employees, agents, subcontractors, and others having access to Proprietary Information to be aware of, and to abide by, the terms of this Article 14.
- 14.4. The parties acknowledge that damages at law may be an inadequate remedy for the breach or threatened breach of this Article 14, and that in the event of such a breach or threatened breach Rogers' rights hereunder may be enforced by any other remedy provided by contract or law.

15. CONFLICTING TERMS

- 15.1. These Terms and Conditions, the related Order Confirmation and the Specifications, constitute the entire agreement between the parties with regard to the subject matter hereof, and supersede all oral or written agreements and understandings with

respect thereto.

- 15.2. Buyer acknowledges that Rogers agrees to sell Product only under these Terms and Conditions, such Order Confirmation, the Specifications and any terms and conditions which have been agreed in Writing between Buyer and Rogers, with the express exclusion of any general or specific terms and conditions of Buyer, whether contrary or additional.
- 15.3. Buyer's communication of contrary or additional terms and conditions shall be construed as an offer to supplement and/or amend these Terms and Conditions. Such offer shall be deemed rejected unless accepted by Rogers in Writing. In the event of performance of an Order Confirmation after such communication of contrary or additional terms and conditions without acceptance by Rogers in Writing, the Agreement shall nevertheless not include those contrary or additional terms and conditions.

16. ELECTRONIC TRANSACTIONS

Buyer and Rogers agree to conduct the transactions governed by these Terms and Conditions by electronic means except: (i) as to matters where a manual signature of an authorized Rogers officer is required hereby; and (ii) Rogers' liability hereunder (including without limitation its warranty liability under Article 5) may not be increased or expanded except by an amendment or waiver in Writing complying with the terms of Article 18 bearing the manual signature of an authorized officer of Rogers.

17. REMEDIES

Upon default by Buyer, Rogers shall have the rights and remedies of a seller under this contract and under applicable law.

18. MISCELLANEOUS

- 18.1. Any unenforceable provision hereof shall be reformed to the extent necessary to permit enforcement thereof.
- 18.2. Any amendment or waiver of any provision hereof may be made only in Writing and signed by a duly-authorized representative of both Buyer and Rogers.
- 18.3. No delay or omission on the part of either party in exercising any right hereunder (except for the terms and conditions requiring a reply within an express period) shall operate as a waiver thereof, and no single or partial exercise of any right shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any breach shall operate as a waiver of any other breach or of the same breach on a

future occasion.

18.4. Notices are deemed given when received, regardless of the means of transmission.

19. DATA PROTECTION AND PRIVACY

In the event the parties receive any personal data according to the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (“General Data Protection Regulation”, GDPR) (hereinafter “Personal Data”), each party shall comply with the applicable EU data protection law(s), regulations, treaties or directives (collectively the “Privacy Regulations”). Each party warrants that any such personal data will be collected, processed and used in accordance with the applicable privacy policies and requirements of the Privacy Regulations. For more information on Rogers Corporation Privacy Policy, please consult www.rogerscorp.com.

20. COMPLIANCE WITH LAW

Buyer represents, warrants, and undertakes to Rogers that it will comply fully with all applicable law, including export control, economic sanctions, and antiboycott laws and regulations of the United States, European Union, and EU Member States, including obtaining all required licenses for any export/reexport of the Products, and that it is not subject to sanctions or export control restrictions under these laws and regulations.

21. APPLICABLE LAW – DISPUTE RESOLUTION

- 21.1. These terms and conditions and any relationship to which these terms and conditions apply shall be governed, construed, interpreted, enforced by, and the relations between Rogers and Buyer shall be determined in accordance with Belgian law, and no effect shall be given to any other choice-of-law or conflict-of-laws rules or provisions (those of Belgian, foreign or international nature) that would cause the laws of any other jurisdiction to be applicable), nor to the UN Convention of Vienna on Contracts for the International Sale of Goods (dated 11 April 1980).
- 21.2. Any dispute arising out or in connection with the Agreement, including the Order Confirmation and these Terms and Conditions, shall be exclusively settled by the courts of the legal district of Ghent.