

ROGERS CORPORATION - TERMS AND CONDITIONS OF PURCHASE

罗杰斯公司——采购条款

THE FOLLOWING TERMS AND CONDITIONS, AND THOSE SPECIFIED ON THE FACE OF THIS PURCHASE ORDER, SHALL EXCLUSIVELY GOVERN THE PURCHASE OF ALL MATERIALS AND/OR SERVICES COVERED BY THIS PURCHASE ORDER.

仅有下列条款以及本采购订单正面具体规定的条款适用于本采购订单项下所有材料和/或服务的采购。

1. OFFER AND ACCEPTANCE: 要约和接受

This purchase order ("this Order") constitutes an offer by Rogers Corporation or the subsidiary or affiliate of Rogers Corporation indicated on the face hereof ("Rogers") to the seller of goods or services named on the face hereof (the "Seller") only to the extent of and as expressly limited by, the terms herein. Acceptance of such offer is expressly limited to the terms hereof, and no other document, including Seller's proposal quotation and acknowledgment forms, shall be deemed a part of this Order, unless its terms are specifically agreed to by an authorized representative of the Purchasing Department of Rogers, or an executive officer of Rogers (collectively, an "Authorized Rogers Employee") in writing. Rogers reserves the right to revoke this offer at any time prior to its written acceptance by Seller as provided below. Acceptance by Seller shall be accomplished solely by return of an executed acknowledgment copy of this Order, or by separately notifying Rogers in writing of Seller's acceptance hereof. Seller's commencement of performance shall be deemed acceptance hereof.

本采购订单（以下简称“本订单”）构成罗杰斯公司或在本文正面显示的罗杰斯的子公司或关联公司（以下简称“罗杰斯”）适用本条款向本文正面罗列的货物或服务之卖方（以下简称“卖方”）发出的要约。接受本要约必须以本条款为限，任何其它文件，包括卖方的建议报价和确认表，均不应构成本订单的一部分，罗杰斯采购部授权代表或者罗杰斯某位执行官（以下统称“罗杰斯授权人员”）书面特别同意的除外。在卖方根据下文规定书面接受之前，罗杰斯保留撤销本要约的权利。卖方应当仅通过签署并回寄本订单副本确认的方式予以接受，或者另行书面通知罗杰斯卖方接受本订单。卖方如果开始履行的，应当视为其接受了本条款。

If Seller's acknowledgment hereof or separate notice of acceptance or any other document of Seller relevant hereto (collectively "Seller's Documents") contains any one or more terms inconsistent with, or additional to, those set forth herein, such Seller's Documents shall be deemed rejected by Rogers unless an Authorized Rogers Employee expressly accepts same in writing within ten (10) days of its receipt thereof.

如果卖方的确认书或另行制作的书面接受通知或其他相关文件（以下统称“卖方文件”）有与本条款不符的或增加或重复的一个或多个条款，此类卖方文件应视为被罗杰斯拒绝，罗杰斯授权人员在收到此类文件后十天之内以书面形式表明接受此类文件的除外。

2. CHANGES AND WAIVE 变更与放弃

The only changes to this Order by which Rogers shall be bound are those expressly agreed to in a writing signed by an Authorized Rogers Employee. In no event shall Rogers' silence be construed as an acquiescence to or acceptance of any proposed changes or additions to this Order. Rogers may, by a written order signed by an Authorized Rogers Employee to Seller or its sureties or assignees, suspend performance hereunder, increase or decrease the ordered quantities, and/or make changes within the general scope of this Order with respect to any one or more of the following: (a) applicable drawings, designs, or specifications, (b) methods of shipment or packing, and/or (c) place of delivery, delivery schedule and/or testing. If any such change(s) cause an increase or decrease in Seller's actual cost of, or the time reasonably necessary for, performance of this Order, then an equitable adjustment shall be made in the Order price and/or delivery schedule, as the case may be. The party seeking such adjustment shall notify the other party in writing within twenty (20) days of Seller's receipt of notice of the changes, describing specifically the adjustments sought. No claim for adjustment made after such twenty (20) day period shall be valid, unless such period is extended in writing by an Authorized Rogers Employee or a duly authorized employee of the Seller.

对本订单的变更必须经罗杰斯授权人员明确书面签署同意，方对罗杰斯具有约束力。在任何情况下，如罗杰

斯不作任何表示，不应视为其默许或接受所提议的对本订单的变更或增补。罗杰斯可，通过其授权人员签署的书面指示来中止履行本协议，增加或减少订单数量和/或在本订单范围内变更以下一项或多项，：（1）适用的图纸、设计或规格，（2）装运或包装的方法，和/或（3）交付地点、交付时间和/或测试安排。如果这样的变更导致卖方实际成本或履行本订单所必须的合理时间增加或减少，那么应视情况而定，需对订单价格和 / 或交付日期进行合理的调整。一方如需进行此调整，应在卖方收到变更通知后 20 天内书面通知另一方，说明具体的调整要求。如超过该 20 天期限，任何调整要求均应无效，罗杰斯授权人员或卖方适当授权人员书面延长该期限的除外。

Nothing in this clause (including, without limitation, any pending disagreement regarding adjustments for such changes) shall excuse Seller from proceeding, immediately upon receipt of such changes, with the Order as changed or amended. No right or privilege of a party to this Order may be waived or modified, except in writing by a duly authorized officer of such party. A party's failure to insist upon performance of any term or condition hereof, or to exercise any right or privilege hereunder, or any waiver thereof, shall not be deemed a waiver of any other term, condition, right or privilege contained in this Order or any other purchase order; nor shall be construed as a continuing waiver thereof.

卖方应当在收到这些变更通知后立即履行变更或修订后的订单，不得以本条中的任何规定（包括但不限于针对这些变更所做的调整存在的尚未解决的分歧）为借口拒绝履行。未经一方适当授权人员书面同意，该方的权利或特权不会放弃或变更。任何一方未能坚持履行本条款任何规定，或未能行使本条款项下的权利，或放弃履行的，均不得视为放弃本订单或其他采购订单中的其他规定或权利，也不得被视为放弃后续履行这些权利。

3. PRICE AND STATED TERMS: 价格条款

Seller shall sell to Rogers the goods or services shown on the face of this Order at the prices and terms specified. Seller warrants that the prices and terms set forth herein are no less favorable than those currently extended to any other customer for the same or like goods or services in equal or lesser quantities. Otherwise, or if Seller reduces its price for such goods or services or makes changes in terms favorable to purchasers at any time during the term of this Order, Seller agrees immediately to reduce accordingly the prices hereof and/or change the terms herein favorably to Rogers for any goods or services not yet delivered. Prices stated in this Order are inclusive of all charges, including customs and import duties, costs of carriage, packing, packaging and insurance. Prices offered and accepted are not subject to escalation for any reason except by mutual consent in writing signed by an Authorized Rogers Employee and a duly authorized officer of Seller.

卖方应根据规定的价格和条件把本采购订单正面列明的货物和服务出售给罗杰斯。卖方保证，本条款规定的价格和条件的优惠程度不亚于目前提供给采购同等或更少数量的相同或相似产品的任何其他客户。否则，卖方同意立即相应降低本条款之价格和/或就尚未交付的产品作出有利于罗杰斯的条款变更；如果卖方在本订单履行期间内任何时间降价或者作出有利于买方的条款变更，亦应如此。本订单所列明的价格包括所有费用，包括关税和进口税、运输费用、包装费和保险费。商定的价格不得因任何理由而上涨，除非经罗杰斯授权人员和卖方适当授权人员共同书面同意。

4. TAXES: 税收

Except as otherwise expressly provided herein or as required by Laws and Regulations (as defined in paragraph 10), the Seller agrees to pay any national or local taxes, including sales or value-added taxes, which may be imposed upon the goods and/or services ordered herein. All of the taxes applicable to Rogers and paid by Seller must be included and shown separately on its invoice to Rogers.

除非本条款另有明文规定或法律法规（如第 10 条规定）另行要求，卖方同意支付任何国税或地税，包括向本订单所订购货物和服务征收的销售税或增值税。所有适用于罗杰斯且由卖方支付的税收必须写入开具给罗杰斯的发票上，并应逐一列明。

5. INVOICES: 发票

Invoices shall contain the following information: Purchase order number, item number, description of item,

Rogers China

quantities, unit price, extended totals, and Seller's packing slip number, in addition to any other information specified elsewhere herein. Bills of lading, express receipts, or other proof of delivery shall be furnished upon request. Payment of Seller's invoice shall not constitute acceptance of the goods or services, and shall be subject to adjustment for errors, shortages, hidden or obvious defects, or any failure of Seller to meet the requirements of this Order. Upon notice to Seller, Rogers may at any time withhold, deduct or set off from any part of the price due hereunder all or any portion of the damages (including, without limitation, lost profits) resulting from any breach of a term or condition hereof, and/or any amount owed to Rogers by Seller or any of its affiliates, whether or not arising out of or related to the transaction which is the subject of this Order. Rogers shall issue payment net sixty (60) calendar days from invoice date, or from actual delivery date of goods or completion of services, whichever is later.

发票应包含以下内容：采购订单编号、产品编号、产品说明、数量、单价、总量和卖方的包装单编号及本条款其它部分具体规定的信息。一经要求，应当提供提单、收据或其它交付证明。卖方对于发票款项的支付不应构成对货物或服务的接受，卖方尚需对产品差错、短缺、隐蔽的或明显的质量问题或任何未能达到本订单要求的事项进行纠正。一经通知卖方，罗杰斯可以在任何时间从到期款项中扣除或抵消由于卖方违约而造成的部分或全部损失（包括但不限于利润损失）和 / 或卖方或其关联公司结欠罗杰斯的款项，无论欠款是否产生于本订单项下的交易或与之相关。罗杰斯应在发票日期后，或自实际交付货物之日或自完成服务之日（以后发生的为准）起 60 个日历日内交付净款。

6. OVER SHIPMENTS:

溢装

Rogers will pay only for maximum quantities ordered. Over shipments will be held at Seller's risk and expense for a reasonable time awaiting shipping instructions. Return shipping and insurance charges for over shipped quantities will be at the Seller's expense.

罗杰斯将仅支付订单所订购的最大数量。溢装货物将由卖方在合理时间内负责承担风险和费用，由卖方指示退运。溢装货物的退运及保险将由卖方承担费用。

7. PACKING AND SHIPMENT:

包装和装运

Unless otherwise specified, all goods shall be packed, packaged, marked and otherwise prepared for shipment in a manner which is: (i) in accordance with good commercial practice, (ii) acceptable in common carriers for shipment at the lowest applicable rate and in accordance with Laws and Regulations, and (iii) adequate to insure safe arrival of the goods at the named destination. Seller shall mark all containers with necessary lifting, handling and shipping information, the purchase order number for this Order and the date of shipment. An itemized packing slip shall accompany each shipment. Failure to provide packing slips may result in excusable delay in processing Seller's invoices; furthermore, in any such case, Rogers' count shall be accepted as conclusive. For purposes of calculating early payment, cash or similar discounts, the period for payment shall be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices, prepared in accordance with the terms of this Order, whichever date is later, until the date of Rogers' payment to Seller.

除另有规定外，所有货物应按以下方式进行包装、加贴标志以备装运：（1）符合良好的商业操作惯例；（2）以最低的价格依法装入普通包装箱；（3）足以保证货物安全到达指定的目的地。卖方应当在集装箱上标注必要的起吊、搬运和运输说明，以及本订单的编号及发货日期。每一份包装单应随货发送。未提供装箱单可能会导致延迟支付卖方发票款项，甚至在这种情况下，交付数量应以罗杰斯的统计为准。为了计算提前付款、现金折扣或类似折扣，付款期应从订购货物交付和接受日期或从收到依据本订单规定开具的正确且适当的发票之日起算，以后发生的为准，直至罗杰斯付款给卖方。

8. INSPECTION and ACCEPTANCE:

检验和接受

(a) All goods and services purchased hereunder shall be subject to inspection and test by Rogers to the extent practicable at all places and times, including the period of manufacture, and in any event, prior to final acceptance at destination. If inspection or test is made by Rogers at Seller's premises, Seller without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of Rogers's inspections. No inspection or test made prior to the final inspection and acceptance at destination shall relieve the Seller from responsibility for defects or other failure to meet the requirements of this Order.

所有根据本订单购买的货物和服务需经罗杰斯检查和测试，检查和测试可以在任何可行的地点和时间进行，包括在生产期间以及在目的地最后验收之前。如果罗杰斯的检验或测试在卖方所在地进行，那么卖方应为罗杰斯进行检验提供安全和便利方面的合理设施与协助，不收额外费用。在目的地最后检验与接受之前的任何检验或测试不能减轻卖方对产品质量问题或其他失误所应承担的责任。

(b) In case any goods or services are defective in material or workmanship, or otherwise not in conformity with the requirements of this Order, Rogers shall have the right to reject them without correction, require their correction, accept them with an adjustment in price, or return them to Seller for full credit. Any item which has been rejected or required to be corrected shall be replaced or corrected by and at the expense of Seller promptly after notice. If, after Rogers' request, Seller fails to promptly replace or correct any defective item within the delivery schedule, Rogers may (i) replace or correct such item and charge to the Seller the cost occasioned thereby, (ii) without further notice terminate this Order for default in accordance with the clause hereof entitled "Termination for Default," or (iii) require an appropriate reduction in price.

如果货物或服务在原材料、做工或其它方面不符合本订单要求的，罗杰斯有权拒收而无需修理、要求修理、让步接收，或退货（全部款项无需支付）。一经通知，卖方应自行承担费用立即对被拒收的或要求修理的产品进行更换或修理。如果经罗杰斯要求之后，卖方在交付期内不能立即更换或修理问题产品的，罗杰斯可以（1）更换或修理产品，并向卖方收取因此而引起的费用，（2）无需通知卖方即以“因违约而解除”为名，根据本款规定解除本订单，或（3）要求适当降价。

(c) Notwithstanding any prior inspections or payments (partial or in full) hereunder, all goods shall be subject to final inspection at Rogers's plant (or other destination designated by Rogers) within a reasonable time after delivery. Seller shall provide and maintain an inspection system which is acceptable to Rogers. Records of all inspection work shall be kept complete and available to Rogers during the performance of this Order and for such further period as Rogers may determine.

尽管存在根据本条款所作出的任何前期的检验和付款（部分或全部），在交付之后的合理时间内，所有的货物应在罗杰斯的工厂（或由罗杰斯指定的其它地方）接受最后的检验。卖方应提供和维持一个罗杰斯可以接受的检验系统。所有检验工作的记录应保持完整，并可以在本订单履行期限及罗杰斯可能确定延长的期限内提供给罗杰斯。

9. DELIVERY: **交付**

Unless otherwise specifically provided on the face of this Order or otherwise agreed to in writing by Rogers, ordered goods shall be delivered to Rogers' designated address. Time is of the essence of this Order, and if delivery of goods or rendering of services is not completed by the time promised, Rogers may impose a penalty of 0.05% for each day of delay and reserves the right, without liability in addition to its other rights and remedies, to terminate this Order by notice effective when received by Seller as to goods not yet received or services not yet rendered.

订购的货物应交付到罗杰斯指定的地点，本订单正面另有具体规定的或罗杰斯书面另行同意的除外。时间对于本订单来说是基本要求，如果货物的交付和服务的提供在承诺的时间内尚未完成，那么罗杰斯可以每天收取0.05%违约金，并有权通知卖方解除尚未收到的部分货物或尚未提供的部分服务之订单，通知送达卖方后生效，该解除权不影响其它权利和补救措施。

10. WARRANTY: **担保**

Seller warrants that all goods and services comply with the People's Republic of China ("PRC") national and applicable local laws, regulations, governmental and other governing rules (the "Laws and Regulations"), relevant industrial standards and product quality standards, and that the goods and their use will not cause any environmental damage prohibited by the Laws and Regulations. **IN ADDITION TO ANY WARRANTY IMPLIED BY FACT OR LAW, SELLER EXPRESSLY HEREBY WARRANTS FOR TWELVE (12) MONTHS FROM ACCEPTANCE (OR SUCH LONGER TIME AS SELLER OTHERWISE MAY HAVE OFFERED OR PROVIDED) THAT ALL GOODS OR SERVICES TO BE DELIVERED OR PERFORMED HEREUNDER SHALL BE FREE FROM DEFECTS IN WORKMANSHIP, MATERIAL AND MANUFACTURE, SHALL COMPLY STRICTLY WITH THE REQUIREMENTS OF THIS ORDER, INCLUDING ANY DRAWINGS OR SPECIFICATIONS INCORPORATED HEREIN OR SAMPLES FURNISHED BY ROGERS OR SELLER, AND, WHERE DESIGN IS SELLER'S RESPONSIBILITY, SHALL BE FREE FROM DEFECTS IN DESIGN. SELLER FURTHER WARRANTS THAT THE GOODS**

AND/OR SERVICES ORDERED HEREUNDER SHALL BE MERCHANTABLE AND SHALL BE FIT, SUITABLE AND SUFFICIENT FOR THE PURPOSE FOR WHICH INTENDED, THAT IT HAS THE RIGHT TO CONVEY SAME TO ROGERS, AND THAT SUCH GOODS OR SERVICES ARE FREE OF ALL LIENS AND ENCUMBRANCES. In addition to other rights Rogers may have, if goods and/or services pursuant to this Order are found within one year after acceptance not to be as warranted, Rogers may return same to Seller, at Seller's expense, for correction, repair, replacement, credit or refund, as Rogers shall elect in writing. Any goods or services corrected or furnished by Seller in replacement of the same shall also be subject to all the provisions of this Order and entitled to warranties to the same extent as the goods and/or services initially furnished hereunder, starting from the date of correction, repair or replacement. **ALL WARRANTIES HEREUNDER SHALL SURVIVE INSPECTIONS, TESTS, ACCEPTANCE OF AND PAYMENT BY ROGERS. ALL WARRANTIES HEREUNDER SHALL RUN TO ROGERS AND TO ITS SUCCESSORS, ASSIGNS, AND DIRECT OR INDIRECT CUSTOMERS. ALL REMEDIES UNDER THIS ORDER SHALL BE CUMULATIVE AND NOT ALTERNATIVE.**

卖方保证，所有的货物和服务符合中华人民共和国的全国性法律和适用的地方法律、法规和其它政府规定（以下简称“法律法规”）、相关的工业标准和产品质量标准，货物及其应用不会导致法律法规所禁止的环境污染。除了事实情况或法律所隐含的担保责任外，卖方特此保证，自接受产品后十二（12）个月内（或者卖方可能另行提供的更长时间内），根据本条款所交付或履行的货物或服务不存在做工、材料或生产方面的质量问题，符合本订单的要求，包括纳入本条款的图纸或规格，或者罗杰斯或卖方提供的样品，如果卖方负责设计，保证不存在设计问题。卖方进一步保证，根据本订单所订购的货物和/或服务应适合销售，充分适用于理想中的用途，其有权转让给罗杰斯，货物或服务不存在任何留置和抵押。除罗杰斯可能享有的其它权利外，如果本订单项下的货物和/或服务在被接受后一年内发现与担保的情况不符，罗杰斯可以退回，书面选择要求纠正、修理、更换、不付款或退款，所产生的费用由卖方承担。任何经卖方更改或提供的替代货物和服务，应适用本订单所有规定，并享受与起先提供之货物和/或服务同样的担保，担保期限自更改、修理或更换之日起算。本条款所规定的所有的保证在罗杰斯的检验、测试、接受和付款之后仍然有效。本条款规定的所有担保适用于罗杰斯及其继受者、受让人和其直接或间接客户。根据在本订单所做出的所有补救措施可以同时适用，互不冲突。

11. INTELLECTUAL PROPERTY:

知识产权

Seller represents and warrants to Rogers that no use or sale of any item to be delivered hereunder, alone or in any combination recommended or specified by Seller, and no service supplied or work performed hereunder by Seller, its agents, employees or representatives, will infringe any PRC or foreign patent, copyright, trademark, service mark or other intellectual property. Seller agrees to indemnify and hold Rogers and its customers harmless from and against any and all costs, damages, and expenses (including without limitation prompt reimbursement of legal fees and expenses, expended or incurred by Rogers to defend itself therefrom or otherwise as a consequence thereof) and all judgments and decrees resulting from any actual or alleged infringements or contributory infringement of any PRC or foreign patent, copyright, trademark, service mark or other intellectual property by such use or sale of any such item or by any services supplied or work performed hereunder by Seller, its agents, employees or representatives.

卖方向罗杰斯声明并保证，根据本条款由卖方、卖方代理人、雇员或代表交付的产品、提供的服务或完成的工作，由罗杰斯根据卖方介绍或指定单独或合并使用的，不会侵犯任何中华人民共和国或外国的专利、版权、商标、服务商标等知识产权。如果卖方、其代理人、雇员或代表所提供的产品、服务或完成的工作在使用或销售过程中实际侵犯或被声称侵犯或参与侵犯中国或外国的专利、版权、商标、服务商标等知识产权，导致产生费用、损失和开支（包括但不限于罗杰斯应诉或从事其它相关活动所发生的法律费用和支出），或者受到判决或指令的约束的，卖方同意赔偿罗杰斯，并确保罗杰斯免于承担责任。

12. COMPLIANCE AND INDEMNIFICATION:

遵守和赔偿

Seller agrees that it shall strictly comply with all Laws and Regulations, including without limitation all applicable labor and anti-bribery laws and regulations. Seller shall arrange for all inspections and approvals by governmental officials including customs clearance or other import or export obligations, if necessary. Seller shall not offer or provide to Rogers' purchasing agents any gratuities, gifts, payments, or anything of value in an attempt to influence directly or indirectly such person's administration of the provisions of this Order. Seller agrees to indemnify Rogers from any claims or expenses (including reasonable attorneys' fees) arising out of its non-compliance with Laws and Regulations.

卖方同意严格遵守所有法律法规，包括但不限于所有适用的劳动和反贿赂的法律和法规。如有必要，卖方应安排政府官员进行所有的检验和审批，包括海关清关或其它进出口义务。卖方不得向罗杰斯的采购代理人提供任

何酬金、礼品、现款或其它具有价值的任何物品，企图直接或间接影响其执行本订单。卖方同意赔偿罗杰斯因其不遵守法律法规而引起的索赔或费用（包括合理的律师费）。

**13. GOVERNING LAW, DISPUTES:
适用的法律与争议的解决**

The terms and conditions of this Order and all matters arising out of the execution, construction, interpretation or breach thereof, shall be construed and settled exclusively in accordance with the laws of the PRC without regard to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (“UN CISG”) does not apply to transactions subject to these terms and condition. In the event that notwithstanding the foregoing choice of law a court shall determine that the UN CISG applies to transactions subject to this Order, provisions hereof that conflict with the UN CISG shall control. The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the People’s Republic of China located in Suzhou Industrial Park, Suzhou, Jiangsu, China with regard to any action, suit, proceeding, claim or counterclaim arising out of or in connection with the transaction under these terms and conditions.

本订单项下的条款及其执行、解释中或针对违约的所有事项仅适用中华人民共和国法律进行解释和确定，其冲突规则除外。《联合国国际货物销售合同公约》（下称“联合国公约”）不适用于本条款项下的交易。尽管存在上述关于冲突规则的规定，如果法院确定，联合国公约应适用于本订单中的交易，那么，如果本条款中有与联合国公约相冲突的规定，以本条款为准。各方特此不可撤销地同意，将与本条款项下交易相关的或由其引起提出的任何起诉、诉讼、法律程序、索赔或反诉仅提交位于中国江苏苏州工业园区的中华人民共和国法院管辖。

**14. EXPORT CONTROLS AND ECONOMIC SANCTIONS:
出口管制和经济制裁:**

- (a) Seller shall comply fully with the U.S. Export Administration Regulations (“EAR”) and other applicable export controls and economic sanctions, including those of the United Kingdom, European Union (“EU”), and EU member states (collectively, “Trade Control Laws”) and shall not take any action that causes Rogers to be in violation of or subject to sanctions or penalties under Trade Control Laws.
- (a) 卖方应完全遵守美国出口管理条例 (“EAR”) 和其他适用的出口管制和经济制裁，包括英国、欧盟 (“EU”) 和欧盟成员国的出口管制和经济制裁（统称为“贸易管制法”），不得采取任何导致罗杰斯违反贸易管制法或受到制裁或处罚的行为。
- (b) Seller warrants that neither Seller, nor any of its parents, subsidiaries, or affiliates are: (i) listed on a restricted party list issued pursuant to Trade Control Laws, including OFAC’s List of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department’s Entity, Denied Persons, or Unverified Lists; (ii) located, organized, or resident in a country or territory subject to comprehensive U.S. or other applicable sanctions; (iii) owned or controlled, directly or indirectly, by a person or entity described in clauses (i) or (ii); or (iv) otherwise the target of restrictions under U.S. or other applicable Trade Controls Laws.
- (b) 卖方保证，卖方及其任何母公司、子公司或附属公司均不属于以下情况：（i）被列入根据贸易管制法发布的受限方名单，包括外国资产管制处的特别指定国民和受阻人员名单或美国商务部的实体、被拒绝人员或未经核实的名单；（ii）位于、组织或居住在受美国或其他适用全面制裁的国家或地区；（iii）由第（i）或（ii）项所述的个人或实体直接或间接拥有或控制；或（iv）以其他方式成为美国或其他适用的贸易管制法的限制对象。
- (c) Seller shall not deliver Products to Buyer that are subject to the U.S. International Traffic in Arms Regulations (“ITAR,” 22 C.F.R. Part 120 et seq.) or the defense trade control laws of the United Kingdom, EU, or EU Member States, unless it has received Rogers’ express written approval in advance of such delivery. Upon Rogers’ request, Seller shall provide Rogers with the export control classification and Harmonized Tariff Schedule code of any items that Seller supplies to Rogers and shall confirm if the items are subject to the EAR (including but not limited to as a result of the EAR’s de minimis or foreign direct product rules).

- (c) 卖方不得向买方交付受美国《国际军火交易条例》（“ITAR”，22 C.F.第 120 部分及以下内容）或英国、欧盟或欧盟成员国的国防贸易管制法管辖的产品，除非在交付之前获得罗杰斯的明确书面批准。根据罗杰斯的要求，卖方应向罗杰斯提供卖方提供给罗杰斯的任何物品的出口管制分类和协调关税表代码，并应确认这些物品是否符合 EAR（包括但不限于 EAR 最低要求或国外直接产品规则的影响）。
- (d) Seller warrants that no goods, software, technology, or services supplied under this purchase order are sourced, originate from, or incorporate content from a country or territory subject to comprehensive U.S. sanctions or an individual or entity subject to U.S., UK, or EU/EU Member State sanctions, nor are such items transported on any sanctioned vessel or aircraft, by any sanctioned person, or through any sanctioned country or territory.
- (d) 卖方保证，根据本采购订单提供的任何货物、软件、技术或服务均不来源于、源自或包含来自受美国全面制裁的国家或地区或受到美国、英国或欧盟/欧盟成员国制裁的个人或实体，也不得通过任何制裁船只或飞机、由任何制裁人员或通过任何制裁国家或地区运输此类物品。

15. TERMINATION:

解除

Rogers reserves the right to terminate this Order. Immediately upon notice thereof, Seller immediately shall stop all work and observe any instructions from Rogers as to work in process, and Rogers shall pay Seller an equitable adjustment for work already performed. Rogers may also terminate this Order for cause immediately, and without liability of any kind and without waiving any other of its rights and remedies (whether at law for damages, in equity, or both) in the event of: (i) a breach by Seller of any of the terms or conditions hereof, (ii) failure by the Seller to provide Rogers with adequate assurance of due performance upon written demand by Rogers when reasonable grounds for insecurity have arisen, including, without limitation, a failure to meet delivery, production or other performance schedules, or (ii) upon Seller's bankruptcy or insolvency. In such event, Rogers shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Rogers harmless from, any damage, cost and expense (including loss of profits) occasioned by the Seller's breach or default (including, without limitation, legal fees and expenses). If it should be determined that Rogers has improperly terminated this Order for default, then such termination shall be deemed to have been for Rogers' convenience and treated for all purposes as set forth in the first sentence of this paragraph, with no other liability other than as expressly stated in such sentence.

罗杰斯有权解除本订单。一经通知解除，卖方应立即停止所有工作，并遵守罗杰斯针对生产中产品的指示，罗杰斯应对卖方已履行的工作支付经过适当调整的费用。如有下列情况，罗杰斯可以因客观原因立即解除本订单，无需承担任何责任，同时，罗杰斯不放弃其它权利和补救措施（无论根据法律索赔，还是根据公平原则，或者根据前两者）：（一）卖方违反本条款任一规定的，（二）可能导致违约的原因出现，包括但不限于不能交付、生产或履行其它义务，卖方在罗杰斯书面要求后未能向罗杰斯提供充分的适当履行担保，或（三）卖方破产或无力偿债。在此情况下，罗杰斯无义务向卖方支付任何款项，卖方应保证不会因为其违约引起的损失、费用而给罗杰斯带来损失（包括但不限于合理的法律费用与开支），这些应由卖方承担。如果应当确定为罗杰斯违约解除本订单，那么该解除应视为为了罗杰斯的需要，并应视为按照本条第一句规定所作出的解除，除该句所明确规定的责任外，不存在其它责任。

16. ELECTRONIC TRANSACTIONS:

电子交易

Seller and Rogers agree to conduct the transactions governed by these terms and conditions by electronic means except as to matters where a manual signature of an Authorized Rogers Employee is required hereby or as to matters which would increase Rogers' liability hereunder, in which case an amendment or waiver complying with the terms of paragraph 2 bearing the manual signature of an Authorized Rogers Employee shall be required.

卖方与罗杰斯同意通过电子方式执行本条款所约束的交易，除非(1) 属于本条款要求罗杰斯授权人员书面签字的事项；或者(2) 需要增加罗杰斯在本条款项下的责任，必须经罗杰斯授权人员的书面签字认可，根据第2条规定补充或放弃。

17. MISCELLANEOUS:

其它

No part of this Order may be assigned or subcontracted by Seller without the prior written approval of an

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Authorized Rogers Employee. In the event that any provision of this Order is determined to be unenforceable, the other provisions of this Order shall remain in full force and effect. Captions are for convenience only, and shall not be deemed part of this Order, nor be taken into consideration in the interpretation hereof.

未经罗杰斯授权人员书面批准，卖方不可将此订单中的任何部分转让或分包。如果本订单中的某一规定无法执行，本订单中的其他规定仍保持生效。标题仅是为了方便参考，不应被视为本订单的一部分，也不应在解释时加以考虑。