

**ROGERS CORPORATION (“Rogers”)**  
**罗杰斯公司**  
**STANDARD TERMS AND CONDITIONS OF SALE**  
**销售合同格式条款**

**1. CONTRACT FORMATION.**

**合同信息**

These Terms and Conditions and any other document of Rogers attached hereto, and any other written or electronic communication of Rogers that directed Buyer to, or incorporates, these Terms and Conditions, shall collectively constitute the "Contract" (and in the event of any conflict, these Terms and Conditions shall prevail) governing sale of the goods and services described in the Contract (the "Product").

本条款和罗杰斯的任何其它附件文件，以及罗杰斯的任何其它书面或电子函件——规定买方受本条款约束或将本条款作为其内容，共同构成“本合同”（如有不符，以本条款为准），约束本合同所界定的货物与服务交易（以下简称“产品”）。

Buyer shall be deemed to have accepted the provisions of the Contract, including these Terms and Conditions, by manifesting such acceptance by any of the following: (a) signing and returning to Rogers a copy of the Contract; (b) sending to Rogers a written acknowledgment of the Contract; (c) placing a purchase order or giving instructions to Rogers respecting manufacture, assortment, or delivery of the Product (including instructions to bill and hold) following receipt of the Contract; (d) accepting delivery of all or any part of the Product; (e) paying for all or any part of the Product; or (g) indicating in some other manner Buyer's acceptance of the Contract. Rogers may revoke its offer to sell the Product at any time prior to Buyer's acceptance.

买方作出以下行为之一，即表明其接受本合同的规定，包括本条款：

- (a) 在合同复印件上签字，并递交给罗杰斯；
- (b) 给罗杰斯公司递送一份书面合同认可书；
- (c) 在收到本合同之后，向罗杰斯下达一份采购订单，或指示罗杰斯公司，述及产品的生产、类别或交付（包括指示开票和保留）；
- (d) 接受所有或部分产品的交付；
- (e) 为所有或部分产品付款；
- (f) 以其他方式表明买方接受本合同。

罗杰斯在买方接受之前任何时间，都可以撤销其出售产品的要约。

**ROGERS HEREBY OBJECTS TO AND REJECTS THE PROVISIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENT WHICH IS INCONSISTENT WITH OR IN ADDITION TO THE PROVISIONS OF THE CONTRACT. THE CONTRACT SHALL BE THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN BUYER AND ROGERS WITH RESPECT TO THE PRODUCT.**

罗杰斯特此拒绝接受与本合同规定不符或额外添加的任何采购订单或文件中的规定。本合同是针对产品而在买方与罗杰斯之间制定的完整的、排他的约定。

**2. PRICE.**

**价格**

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. Prior to Rogers' acceptance of a purchase order, all prices are subject to change without notice. Any taxes or fees that Rogers may be required to pay or collect will be charged to Buyer. Unless otherwise stated, prices do not include insurance, duties, taxes and similar charges or freight from Rogers' factory or warehouse.

所有发出的报价和所有接受的订单均以装运时有效的罗杰斯的价格为基准，罗杰斯特别另行书面同意的除外。在罗杰斯接受订单之前，所有价格均可变更，且无须告知。罗杰斯可能被要求缴纳的所有税费将由买方承担。所有价格不包括保险、关税、其它税负及类似费用，或自罗杰斯工厂或仓库起发生的运费，另有规定的除外。

### 3. PAYMENT TERMS; TITLE.

#### 付款期限：所有权

Terms of payment are net 30 days from the date of invoice except as otherwise stated in a written agreement signed by an authorized officer of Rogers. Past due accounts shall: (a) bear interest at the rate of one and one-half (1½) per cent per month, an 18% annual rate, or if less the maximum rate permitted by Laws and Regulations (as defined in paragraph 18), and (b) include reasonable collection costs (including legal fees and expenses) payable as incurred by Rogers.

付款期限为发票日期之后三十天，罗杰斯授权人员签字书面另行约定的除外。应付未付款项应当：(a) 附加月 1.5%、年 18% 的利息，除非法律（见第 18 条定义）规定了上限，以上限为准，并且 (b) 附加罗杰斯实际已经发生的合理催款费用（包括法律费用与开支）。

Unless specified otherwise elsewhere in the Contract, all Product delivered to Buyer shall remain the property of Rogers, or if such retained title is not valid or enforceable under Laws and Regulations, Rogers shall have and retain a security interest and lien in and against the Product until Rogers shall have received payment in full therefor from the Buyer.

在罗杰斯收到买方的全部款项之前，所有交付给买方的产品为罗杰斯的财产，如果该所有权保留依法无效或不可执行，该产品视为抵押给了罗杰斯，且罗杰斯对该产品享有留置权，本合同另有明确规定的除外。

### 4. SHIPPING AND DELIVERY.

#### 运输与交付

Rogers shall have no responsibility to obtain or maintain insurance with respect to Product sold to Buyer, and risk of loss and all responsibility of Rogers with respect to 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.

罗杰斯对于卖给买方的产品不负责购买保险，或维系保险有效，产品一旦交付适当承运人供装运至买方，其姓名地址适当写明，或附加适当提单，无论运费是否预付，罗杰斯对其产品灭失的风险和所有的责任终止。

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.

罗杰斯保留根据自行判断选择装运方式的权利，除非罗杰斯在装船日期前提前充足天数收到买方的特别装船指示。因买方的需求所产生的额外装运费用将由买方承担。

Shipping dates given by Rogers in advance of actual shipment are estimates only. Rogers may ship all Product ordered within thirty days before or after the agreed upon shipping date and, in the event Buyer does not take delivery of the all such Product within thirty days after such date, Buyer shall pay to Rogers, for each month or fraction of a month beyond the original shipping date, a charge equal to \_\_\_\_% of the purchase price of any Product still held by Rogers.

罗杰斯在实际装运之前告知的装运日期仅为预估日期。罗杰斯可以在约定的装运日期前后 30 天内将所有订购的货物装运，如果买方在约定的装运日期后的 30 天内未接受交付，超过原装运日期每逾期一个月或不足一个月之期间，买方应当向罗杰斯支付罗杰斯所保存货物采购价格的\_\_\_\_%。

### 5. WARRANTY.

#### 担保

(a) Rogers warrants that during the twelve months after delivery to Buyer, or for the shelf life of the Product specified by Rogers if such shelf life is shorter than 12 months, the Product will be substantially free from defects in materials and workmanship. Rogers will replace or repair any Product which shall prove to be materially defective, providing Buyer shall have reasonably inspected Product received and notified Rogers of any apparent defects within 30 days of receipt. At Rogers' option Buyer may be credited for the price charged for the defective product in lieu of replacement or repair. 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. 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. **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. EXCEPT**

**AS OTHERWISE PROVIDED BY LAWS AND REGULATIONS, ROGERS SHALL NOT IN ANY EVENT BE LIABLE TO BUYER FOR DAMAGES RESULTING FROM THE SALE TO BUYER, RESALE BY BUYER OR USE OF ANY PRODUCT IN ANY AMOUNT GREATER THAN THE PURCHASE PRICE RECEIVED BY ROGERS FOR SUCH PRODUCT.**

(a) 罗杰斯担保在货物交付买方后 12 个月内，或者在罗杰斯规定的少于 12 个月的保质期内，这些产品在材料和加工方面无实质性瑕疵。如买方合理地检验了所收到的产品并在收到后三十日内通知罗杰斯存在明显瑕疵，罗杰斯将更换或修理经证明存在实质性瑕疵的产品。罗杰斯可以选择把瑕疵产品的价格视为对买方的欠款，不再更换或修理。买方是此项保证的唯一受益方，担保义务必须直接向买方履行，不应将任何权利流转给任何第三方。对于买方收货后，由于再加工，或将罗杰斯产品与其他产品进行组合，或者其他由买方及其客户的行为所致产品瑕疵，罗杰斯不做任何担保并且无须负责。**针对适销性、适用于特别目的等事宜，罗杰斯不作任何明示的或隐含的担保，并明确声明不存在该担保。除了法律法规存在不同规定外，在任何情况下，产品在销售、再销售或使用过程中导致的损失超过罗杰斯所收该产品购买价款之差额部分，罗杰斯无须负责。**

(b) 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"). No allowance will be granted for any repairs made by Buyer without written consent of Rogers.

(b) 如果罗杰斯交付的产品符合罗杰斯和买方达成书面同意的型号规格或图纸，或者在没有这样的书面同意情况下，符合罗杰斯内部的技术规格（下称“技术规格”），就不应视为存在质量问题。未经罗杰斯书面同意，买方不得进行任何修理。

(c) Rogers shall not, in any event, be liable for any consequential, incidental or special damages, punitive damages, or costs or expenses in the event of any breach of warranty or in the event of any default in any term herein or in the event of any loss, damage, injury or cost resulting from or arising out of or in respect of any Product.

(c) 在任何情况下，如因违反担保义务或其它违约行为，或因根据本合同所售产品导致的损失、伤害或费用之原因，导致产生继生损失、伴随损失、特殊费用、惩罚性损失赔偿或开支的，罗杰斯无须负责。

(d) 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 Laws and Regulations governing toxic materials, including but without limitation, the People's Republic of China ("PRC") Law for the Promotion of Clean Production, the PRC Law on the Prevention and Control of Environmental Pollution by Solid Waste, the Measures for the Administration of the Control of Pollution by Electronic Information Products, or any similar statute or regulation, as the same may be amended from time to time.

(d) 非经罗杰斯适当授权人员另行签署同意，罗杰斯不作明确或隐含的声明或保证：本订单之标的或其成分在生产、分销、加工、使用、处置过程中符合（包括但不限于以通知和/或注册登记形式）相关法律法规中管理有毒物质的规定，包括但不限于，《中华人民共和国清洁生产促进法》，《中华人民共和国固体废物污染环境防治法》，《电子信息产品污染控制管理办法》，或任何类似的法律法规，因为这些法案、法规会不时修订。

## **6. CLAIMS AND RETURNS.**

### **投诉与退货**

No Product will be accepted for credit by Rogers if it is substantially in accordance with the Specifications.

如果产品实质上符合技术规格，罗杰斯不会接受拒付其款项的请求。

All claims for shortages, non-conforming Product or poor quality must be made in writing within 30 days of receipt.

所有针对数量短缺、产品内容不符、质量问题的投诉均须在收到产品后三十日内以书面形式提出。

No return shall be shipped to Rogers except after securing written instructions from Rogers. Rogers shall have the sole right to determine whether returned articles or parts shall be repaired or replaced. Rogers agrees to assume roundtrip transportation costs for defective or nonconforming articles or parts in an amount not to exceed normal truck common carrier shipping charges within the PRC, provided, however, that if Rogers' inspection discloses that the returned article or part does not require repair or replacement, Rogers' usual charges will apply and Buyer shall assume roundtrip shipping charges.

在得到罗杰斯书面指示之前，不得将退货向罗杰斯装运。罗杰斯有权单方决定是否修理或更换被退货物或部件。罗杰斯同意承

担瑕疵或不符货物或部件的来回运输费用，费用标准不超过中华人民共和国境内通常承运人正常卡车运输的价格，但是，如果罗杰斯经检验发现，被退货物或部件不需要修理或更换，罗杰斯照常收取价款，来回运输费用由买方承担。

Damage incurred at Buyer's location such as in the process of inspection, handling, and repackaging shall be the sole responsibility of Buyer.

在买方地址所造成的损失，如在检验、搬运、再包装过程中产生的损失，由买方自行负责。

## **7. LIABILITY FOR LOSS, DAMAGE, OR DELAY.**

### **货物灭失、损坏、迟延的责任**

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, epidemic, 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.

发生订单填写迟延、产品装运或交付迟延，直接或间接导致买方受损，或者发生下列任何情形直接或间接导致买方受损的，罗杰斯不予负责。这些情形为火灾、水灾、罢工、流行病、意外事故、暴乱、骚乱或战争、人力/燃油/物资/供给的短缺、部队或地方政府执行的法规障碍、优先权障碍、指令障碍、禁运，或其它任何罗杰斯不能合理控制的原因（类似的或不类似的）。

## **8. ADVICE AND OTHER SERVICES.**

### **建议和其他服务**

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.

买方同意，对于应用罗杰斯产品所生产的其它产品在生产、测试或加贴标签过程中，罗杰斯不会进行掌控。买方不得信赖罗杰斯或他方代表罗杰斯所作出的任何关于某产品适用于某目的的说明或声明，或者罗杰斯产品说明或其网站上的任何建议、推荐或信息，包括罗杰斯提供的设计支持或其它服务。买方已经对产品进行了测试和研究，足以就产品是否适合理想中的用途、改造或加工形成自己独立的判断。买方不会以罗杰斯的建议、声明、信息、服务、推荐为由向罗杰斯索赔，并在此放弃该索赔权利。

## **9. CANCELLATION, ALTERATION OR DELAY REQUESTED BY BUYER.**

### **买方要求取消、变更或延迟**

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. Rogers reserves the right to accept or 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 notification of Buyer by Rogers.

如买方要求取消或变更订单，或暂时或永久停止运作或交付，应当以书面形式提出。罗杰斯如果接受该要求，须由授权人员的签字，罗杰斯方需执行。罗杰斯保留接受或拒绝的权利，如果接受要求，罗杰斯并有权额外收取费用或额外规定条件。该额外费用应当在罗杰斯通知卖方后三十日内支付。

All Products, parts or materials ordered or held by Rogers at Buyer's request shall be at the risk and expense of Buyer. Rogers, at its option, may invoice Buyer for all costs and expenses resulting from such a request. Such invoices shall be due and payable 30 days from issuance.

罗杰斯根据买方的要求订购或持有的所有产品、部件或原材料之风险和费用由买方承担。罗杰斯可以将该要求所发生的所有费用和开支向买方开具发票。发票款项应当在开票后三十日内支付。

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

### **工具、模具、设计、图纸、夹具和紧固工具**

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. Rogers shall not be responsible for problems resulting from errors in artwork, drawings, and/or Specifications supplied by Buyer.

为生产订单产品制备的所有工具、模具、设计、图纸、技术规格、夹具和紧固工具，罗杰斯保留所有权、占有权和控制权，买卖双方另行特别书面规定的除外。因买方提供的工艺、图纸和/或规格错误导致的问题，罗杰斯不予负责。

## **11. QUANTITIES.**

### **数量**

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 on standard products. For custom products, Rogers will ship within +/-10% of order quantity. Orders will be considered complete when shipped within these terms. Payment to be based on the actual amount of Product shipped. In the event that Rogers has quoted Buyer a price based on purchase of a minimum number of units within a given time frame and Buyer fails to take delivery of such minimum within that time frame, Buyer shall pay to Rogers on demand the difference between the quoted price and the price that would otherwise apply to the Product in question as determined by Rogers. In the event Rogers agrees to manufacture and hold in inventory Product sufficient to meet Buyer's forecasted demand, Buyer shall be obligated to purchase the same.

针对标准产品，罗杰斯装运数量允许不超过订购数量百分之五的溢短装；针对客户定制产品，罗杰斯装运数量允许订购数量百分之十的溢短装。如果按照上述条款装运，将认为完成订单，并且按照实际装运数量付款。如果罗杰斯报价时是基于在一定期限内采购某最低数量的要求，买方在该期限内未能完成接受最低数量交付的，买方应当根据罗杰斯的要求向罗杰斯支付原报价与罗杰斯确定的应当适用的价格之差价。如罗杰斯同意生产并库存足够产品以满足买方需求预测，买方应当买进。

## **12. PATENTS, TRADEMARKS, AND COPYRIGHTS.**

### **专利、商标和版权**

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 seeking indemnification is determined by a court of competent jurisdiction to be liable for 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 the last sentence of subparagraph 5(a) and in subparagraph 5(c). 完全由罗杰斯设计的产品根据本合同销售所导致的专利、商标或版权侵权引起的买方损失，罗杰斯应当赔偿；由买方设计的产品所致的损失，买方承担赔偿责任。除非有管辖权的法院判定一方侵权，否则任何一方无须向对方赔偿。买方或其它人使用产品的方式或者将产品与其它货物组装所导致的责任，罗杰斯不予负责。一方应当合理通知另一方应当赔偿的投诉或侵权，否则应当被通知的一方无须直接或间接负责由此侵权导致的赔偿。无论本协议是否存在相反规定，任何索赔请求均不得超过第 5(a)款最后一句和第 5(c)款所规定的限制。

## **13. SUSPENSION OF PERFORMANCE.**

### **中止履行**

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 Laws and Regulations, or if Buyer admits its inability to pay its debts as they come due, or if Buyer is involved in any proceeding to liquidate its assets, 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 or Buyer's representative. Charges to Buyer shall be governed by the provisions of Paragraph 9.

如果买方为了保护债权人利益进行转让，或者由买方或针对买方根据任何破产法律提出清算请求，或者买方承认其无力及时偿还债务，或者买方参与了清算财产的程序中，或者罗杰斯有合理的理由认为买方的履行不安全，那么，罗杰斯履行本合同的义务将立即终止，罗杰斯其后另行与买方代表书面协商同意的除外。买方应付款项根据第 9 条规定执行。

#### **14. REPRODUCTION RIGHTS, NONDISCLOSURE.**

##### **复制权、保密**

Drawings, Specifications, reports, photographs, materials, information and other data of Rogers relating to this order 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). 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 Product covered by this order 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 unauthorized third party, in each case without obtaining Rogers' prior written consent evidenced by the manual signature of an authorized officer of Rogers. Buyer shall cause its employees, agents and others having access to Proprietary Information to be aware of, and to abide by, the terms of this paragraph.

与本订单相关的罗杰斯的图纸、型号规格、报告、照片和其它资料、信息，以及其中的所有专有权益、主题事项（下称“专有信息”）应始终为罗杰斯公司的财产（在本条中，本规定应当包括罗杰斯的所有关联单位）。买方同意，未经罗杰斯授权人员的书面签字同意，买方将不会（1）使用专有信息，生产或采购此订单产品，或生产来自其他来源的类似产品；（2）用于复制信息，或通过用其他方式擅自使用这些资料；或者（3）未经罗杰斯授权人员的书面签字同意，将其专有信息泄露给任何未被授权的第三方。买方应使其员工、代理商和任何可接触到这些信息的人意识到并遵守本条规定。

The parties acknowledge that damages at law may be an inadequate remedy for the breach or threatened breach by this paragraph 14, and that in the event of such a breach or threatened breach Rogers' rights hereunder may be enforced by injunction or other equitable remedy in addition to and not in lieu of its rights to damages at law.

双方认可，如果出现违反本 14 条规定且法律所规定的赔偿救济可能不足以补救罗杰斯损失的情形下，除了法律所规定的赔偿外，可以通过禁令或其它公平措施来保证罗杰斯的权利。

#### **15. CONFLICTING TERMS.**

##### **冲突条款**

These terms and conditions, along with 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. No terms in addition to or that conflict with these terms and conditions or the Specifications that are contained in any document produced by Buyer shall be binding upon Rogers unless agreed to in a document bearing the manual signature of an authorized officer of Rogers. If a purchase order, acceptance, confirmation or other communication from Buyer includes any term or condition contrary to, or in addition to, the terms and conditions stated herein or in the Specifications, Buyer's acceptance of the Product and services which are the subject hereof shall constitute Buyer's complete and unconditional assent to the terms hereof unless Buyer clearly instructs Rogers in writing, prior to acceptance of the Product, to cancel the order. Buyer's communication of contrary or additional terms and conditions following acceptance of the Product shall be construed as an offer to supplement and/or amend Rogers' terms and conditions. Such offer shall be deemed rejected unless accepted by Rogers in a document bearing the manual signature of an authorized officer of Rogers.

本条款和技术规格构成双方关于本协议主题事项的全部约定，取代有关主题事项的所有口头或书面的约定和理解。未经罗杰斯授权人员签署书面文件同意，买方文件中对本条款或技术规格的任何增加或与其相悖的条款对罗杰斯无约束力。即使买方订单、认可函、确认书或往来函件含有与本协议条款或技术规格相反或超出的条件，买方接受本协议标的产品和服务的行为即意味着买方完全并无条件地同意本合同条款，除非买方在接受前明确书面告知卖方取消订单。买方在接受产品和服务后在往来函件中表明的相反或超出的条件将被视为对罗杰斯条款补充和/或修订的要约。该要约应被视为拒绝，除非罗杰斯以授权人员在文件上的签字表明接受。

#### **16. ELECTRONIC TRANSACTIONS.**

##### **电子交易**

Buyer 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 19 bearing the manual signature of an Authorized Rogers Employee shall be required.

买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 19 条规定补充或放弃。

## **17. REMEDIES.**

### **补救措施**

In the event of any default by Buyer under the Contract, Rogers may, in addition to any other rights and remedies under Laws and Regulations, exercise any one or more of the following rights and remedies, which are intended to be cumulative and not mutually exclusive: (i) cancel any sale which is part of the Contract (including any warranty); (ii) defer any shipment under the Contract; (iii) declare immediately due and payable all outstanding invoices under this or any other Contract; (iv) immediately repossess all or any part of the Product in transit or in the custody or control of Buyer pursuant to this or any other Contract, at the sole risk and expense of Buyer; (v) finish all or any portion of its performance under the Contract and charge Buyer up to the full Contract price, and (vi) re-sell all or any part of the Product covered by this or any other contract, or any materials supplied for the Contract, at public or private sale, with Buyer responsible for all losses and expenses incurred in such sale.

如果买方违约，除法律法规赋予的权利和补救外，罗杰斯可以行使下列一项或多项权利和措施，互不冲突：

- (1). 撤销合同规定的销售（包括任何保证）；
- (2). 推迟本合同项下货物的装运；
- (3). 立即将本合同或其它合同到期款项宣告到期并应支付；
- (4). 立即收回根据本合同或其它合同交付的运输途中的，或买方保管或控制的全部或部分产品，风险和费用由买方承担；
- (5). 履行此合同下的所有或部分义务，要求买方支付全部合同价款；
- (6). 将本合同或其他合同项下的所有或部分货物、原材料通过公开或私下的方式销售，销售所导致的所有损失和费用由买方承担。

## **18. GOVERNING LAW AND DISPUTE RESOLUTION.**

### **适用法律与争议的解决**

These terms and conditions shall be construed and settled exclusively in accordance with the PRC's national and applicable local laws, regulations, governmental and other governing rules ("Laws and Regulations"), 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 conditions. 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.

本条款仅依据中华人民共和国现行的法律、法规和政府规定（下称“法律法规”）进行解释和确定，其冲突法规则除外。《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。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。

## **19. COMPLIANCE WITH LAW**

### **遵守法律**

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

买方向 Rogers 声明、保证并承诺其将完全遵守所有适用法律，包括美国、欧盟和欧盟成员国的出口管制、经济制裁以及反抵制法律和法规，包括获得产品出口/再出口所需的许可证，以及其未受到这些法律法规的制裁或出口管制限制。

## **20. DATA PROTECTION AND PRIVACY**

### **数据保护和隐私**

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 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’s Privacy Policy, please consult [www.rogerscorp.com](http://www.rogerscorp.com).

根据 2016 年 4 月 27 日欧洲议会和理事会关于个人数据处理和自由流动的个人保护条例(EU)2016/679 (《通用数据保护条例》或 GDPR) (以下简称“个人数据”), 如果双方收到任何个人数据, 各方应遵守适用的欧盟数据保护法律、法规、条约或指令(统称“隐私法规”)。各方保证将根据隐私法规的适用隐私政策和要求收集、处理和使用任何此类个人数据。有关 Rogers Corporation 隐私政策的更多信息, 请访问 [www.rogerscorp.com](http://www.rogerscorp.com)。

## **21. MISCELLANEOUS. 其它**

These terms and conditions shall be effective from the date of Buyer’s purchase order. Any unenforceable provision hereof shall be reformed to the extent necessary to permit enforcement thereof. Any amendment or waiver of any provision hereof may be made only by a written instrument executed or agreed to by Buyer and an authorized officer Rogers. No delay or omission on the part of either party in exercising any right hereunder 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. Notices are deemed given when received, regardless of the means of transmission.

本条款自买方采购订单注明的日期起生效。无法执行的条款应当调整至能够执行即可。未经买方和罗杰斯被授权人员书面认可, 本条款任何规定不得修订或放弃。任何一方迟延或疏于行使本条款项下的任何权利不能视为对该权利的放弃; 任何一方部分行使任何权利不能视为对该权利其它部分或其它权利的放弃。一方放弃追究违约责任不能视为放弃追究其它违约责任, 或在将来追究该违约责任。通知一旦收到即视为送达, 无论通过何种发送方式。