

GENERAL TERMS OF PURCHASE
(Version October 2019)

1. General

These general terms of purchase apply to, except as differently agreed in writing, any order coming from Rogers BV and to any order coming from a skeleton agreement closed with Rogers BV, as well as to any purchase agreement closed between Rogers BV and the Supplier/Contractor.

The general terms of agreement of the Supplier/Contractor are explicitly excluded. In case of contradiction to the specific terms of the Order the latter will have priority.

The Supplier/Contractor declares to have taken knowledge of the general terms of purchase and acknowledges that the general terms of purchase are in full part of the agreement, the order confirmation by the Supplier/Contractor.

2. Order

The Supplier/Contractor is bound by the prices mentioned on his price list and/or offers and/or skeleton agreement and the prices can only be altered by explicit agreement.

Rogers BV is only bound by written orders and changes of order.

Except as differently mentioned, all prices are VAT excluded and transport, packing and insurance costs included.

All costs regarding the delivery of the goods up to the place of delivery (customs formalities and rights included) are at the expense of the Supplier/Contractor.

If, contrary to which was previously determined, the transport costs are at the expense of Rogers BV, the Supplier/Contractor must choose the most efficient way of transport.

All costs regarding the Test/Inspection are at the expense of the Supplier/Contractor.

The order of Rogers BV is valid during 20 days and expires after this period unless the Supplier/Contractor has returned the copy of the Order on which is mentioned "ORDER CONFIRMATION" within this period.

Each beginning of execution of the Order means the acceptance of both the general terms of purchase and the special terms of purchase that apply to the Goods or Services to be delivered.

3. Delivery

All deliveries are with the delivery documents which contain at least the mentions as were given by Rogers BV on the order form.

The Delivery Date mentioned on the Order is binding upon the Supplier/Contractor. If the Delivery Date cannot be met, Rogers BV reserves the right legally and without default to consider the Order as dissolved and to refuse the possible late delivery in part or completely, without prejudice to the right of Rogers BV to claim all the damages it incurred because of noncompliance with the delivery date of the Supplier/Contractor.

Except as differently and explicitly agreed in writing, Rogers BV can never be held to accept partial deliveries.

The Goods need to be packed appropriately and the necessary precautions need to be taken in order to protect them as much as possible and in accordance with the technical specifications of Rogers BV.

Any damages incurred until the receipt of the goods at the place of delivery, caused by an inappropriate packing, will be at the expense of the Supplier/Contractor.

The goods need to be sent to the Delivery Address mentioned on the delivery and this during the normal working days and opening hours of the warehouse.

All Test Certificates and Inspection Reports must be sent together with the Goods or within 5 working days from delivery of the goods to Rogers BV.

The goods need to be secured against visible or hidden defects. The receipt of the goods by Rogers BV implies only the physical receipt but not the acceptance of the goods. The deliveries are considered to be accepted upon inspection and approval by the authorized staff of Rogers BV.

Rogers BV reserves the right to formulate complaints about visible defects until two weeks from date of delivery.

Complaints concerning hidden defects may be formulated by Rogers BV until three weeks from noticing the hidden defect.

4. Transfer of property – risk of transport

The Goods remain the property of the Supplier until the moment of delivery at the mentioned Delivery Address giving with the Order.

Until the moment of delivery the Supplier bears all the risks concerning the Goods to be delivered, included but not restricted to the risks of transport, loss of the Goods, theft, vandalism, etc.

5. Invoicing

Unless explicitly agreed otherwise in writing, the invoices can only be drawn up at the moment of delivery and need to be sent to the address mentioned on the Order.

All Invoices must mention among other things but not exhaustive, the following information: Order Number, Order Date, Number of Working Order (if applicable), Serial Number, Divisional Number.

The Invoices must cover the complete Order. If so, Partial Invoices for Partial Deliveries must be limited to the actual delivered quantities.

If the Transport Costs are at the expense of Rogers BV, these must be mentioned separately on the Invoice.

Rogers BV will pay the Invoices upon receipt of the goods within 60 days from the Invoice Date, unless explicitly agreed otherwise in writing.

Late payment can only lead to the payment of the conventional interests and/or damages provided that the Supplier/Contractor has declared Rogers BV in default in writing.

6. Intellectual property

All technical data, Spare Parts lists, Instruction manuals and other information asked at the time of the order, remain the full property of Rogers BV.

Rogers BV is granted the permission to use all information freely concerning the Order.

Warranty and Indemnification: Supplier/Contractor represents and warrants to Rogers BV that no use or sale of any item to be delivered hereunder, alone or in any combination recommended or specified by Supplier/Contractor, and no service supplied or work performed hereunder by Supplier/Contractor, its agents, employees or representatives, will infringe any patent, copyright, trademark, service mark or other intellectual property right. Supplier/Contractor agrees to indemnify and hold Rogers BV 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 BV 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 patent, copyright, trademark, service mark or other intellectual property right by such use or sale of any such item or by any services supplied or work performed hereunder by Supplier/Contractor, its agents, employees or representatives.

7. Special commitment

It is the Policy of Rogers BV to write down all transactions exactly and faithfully in the books of the Company.

Rogers BV expects the same policy of all Suppliers/Contractors and their respective Representatives and/or Subcontractors.

8. 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.

9. Applicable law and Jurisdiction

The contractual relation between the Supplier/Contractor and Rogers BV will be controlled by the Rules of the Belgian law.

Only the courts of the judicial district of the head office of Rogers BV will be competent to settle any dispute concerning the validity, the realization, the interpretation, the execution and/or termination of the contractual relation between the Supplier/Contractor and Rogers BV.