

## ROGERS CORPORATION - TERMS AND CONDITIONS OF PURCHASE

**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.**

1. **OFFER AND ACCEPTANCE:** 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. Without limiting the generality of the foregoing, Seller's commencement of performance shall not be deemed acceptance hereof unless Rogers, in its sole discretion, expressly elects in writing, signed by an Authorized Rogers Employee, to waive (at any time before, during or after performance by Seller) the requirement for such written acceptance hereof by Seller; in which case Seller shall be deemed, by its performance, to have accepted each and every term hereof. 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 an acceptance of these terms, accompanied by a proposal of additional terms, which proposal Rogers then shall be deemed to have rejected unless an Authorized Rogers Employee expressly accepts same in writing within ten (10) days of its receipt thereof. If Rogers does not so accept same, then this Order shall be deemed accepted by Seller, and binding between Rogers and Seller, without such other proposed terms.

2. **CHANGES AND WAIVERS:** 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 at any time, by a written order signed by an Authorized Rogers Employee and without other notice 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. 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.

3. PRICE AND STATED TERMS: 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 for packing, containers, insurance and transportation, except as otherwise specifically provided on the face hereof. Prices offered and accepted are in U.S. Dollars and 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.

4. TAXES: Except as otherwise expressly provided herein or as required by Laws and Regulations (as defined in paragraph 12), the Seller agrees to pay any federal, state or local tax, including sales or use 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.

5. INVOICES: Invoices shall be submitted in duplicate and shall contain the following information: Purchase order number, item number, description of item, 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, consequential damages) 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 forty-five (45) calendar days from due date, or from actual delivery date of goods or completion of services, whichever is later.

6. OVER SHIPMENTS: 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.

7. PACKING AND SHIPMENT: 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.

8. INSPECTION and ACCEPTANCE: (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.

(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.

(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.

9. DELIVERY: 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 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.

10. WARRANTY: 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 partially or wholly 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. Seller further warrants that, with regards to any services provided hereunder, (a) Seller has the required skill, experience and qualifications to perform the services, (b) that they will be performed in a professional and workmanlike manner in accordance with best industry standards for similar services; and (c) sufficient resources will be allocated by Seller to ensure that the services are performed in a timely and reliable manner. 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.

11. INTELLECTUAL PROPERTY INDEMNIFICATION: 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 U.S. 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 U.S. 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.

12. **COMPLIANCE MATTERS AND OTHER INDEMNIFICATION:** (a) To the extent that the Seller's agents, employees, representatives or subcontractors enter upon Rogers's premises, Seller agrees to indemnify and save harmless Rogers of and from any and all loss, claim, damages, liability, cost, expense (including legal fees and expenses), and any cause of action whatsoever, arising out of or in connection with any act or omission of Seller, its agents, employees, representatives or subcontractors. Seller shall maintain and provide proof to Rogers, as requested, of General Liability Insurance and Worker's Compensation Insurance. Seller warrants that all goods or services to be furnished pursuant to this Order shall comply with, and have been produced or rendered in compliance with all applicable laws and regulations, including the standards established pursuant to, the Occupational Safety and Health Act of 1970, as such Act and standards exist at the times of shipment, delivery or furnishing of such goods or services, as well as, to the fullest extent applicable at the time, the Fair Labor Standards Act, and all other applicable state, federal and local laws, rules and regulations ("Laws and Regulations"); and Seller hereby agrees to indemnify Rogers and hold Rogers harmless from any violation thereof. All Seller's agents, employees, representatives or subcontractors, upon entrance to Rogers premises, will abide by and be in compliance with Rogers's Safety & Security policies.

(b) To the extent not exempt, Rogers and Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

(c) ISO 9001 compliance is an expectation of Rogers' suppliers of materials, parts and services that directly impact product quality. As part of ongoing supplier development, we encourage our suppliers to pursue IATF 16949 compliance.

(d) Supplier warrants that it is fully aware of the content of Rogers Code of Business Ethics (available at <http://www.rogerscorp.com/corporate-responsibility/index.aspx>) and undertakes to apply the principles set out therein, or substantially similar principles as set forth in its own code of business ethics, with respect to the performance of this Agreement. Supplier recognizes that violation of such principles will be considered as a material breach of contract.

(e) Seller agrees to permit Rogers employees, its agents or its customers to audit compliance with these terms, including this Section 12. Seller shall provide full cooperation with said audit, including providing documentary support.

13. EXPORT CONTROLS AND ECONOMIC SANCTIONS:

- 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.
- 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.
- 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).
- 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.

14. CONSTRUCTION: The terms, provisions, and conditions of this Order and all matters arising out of the execution, construction, interpretation or breach thereof, are to be governed by the laws of Connecticut, except for the conflicts of laws provisions thereof. In the event that notwithstanding the foregoing choice of law a court shall determine that the United Nations Convention on Contracts for the International Sale of Goods (“UN CISG”) applies to transactions subject to these terms and conditions, provisions hereof that conflict with the UN CISG shall control.

15. TERMINATION: Rogers reserves the right to terminate this Order at its convenience. 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 Rogers U.S.

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 consequential damages) 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.

16. GIFTS: If Rogers determines that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Seller to any employee, agent or representative of Rogers with a view towards securing a contract or securing favorable treatment with respect to the awarding, amending or the making of any determination with respect to the performance of such contract, Rogers may terminate the Order for cause by notice to Seller pursuant to paragraph 14.

17. ELECTRONIC TRANSACTIONS: Seller 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 Employee is required hereby; and (ii) Rogers' liability hereunder may not be increased or expanded except by an amendment or waiver complying with the terms of paragraph 2 bearing the manual signature of an Authorized Rogers Employee.

18. PREVENTION OF COUNTERFEIT PARTS:

(a) As used herein, "Part" means any material, product, component, device, module, assembly, subassembly, or the like sold or delivered by Seller to Rogers either as goods or as a constituent part of a goods, as used in these terms. "Counterfeit Part" means a Part that is (i) an unauthorized copy or substitute that has been identified, marked, and/or altered by a source other than the Part's legally authorized source and has been misrepresented to be an authorized item of the legally authorized source, and/or (ii) previously used parts provided or represented as "new." A Part is a "Suspect Counterfeit Part" if visual inspection, testing, or other information provides reason to believe that the Part may be a Counterfeit Part. As used herein, "authentic" means (i) genuine, (ii) from the legitimate source claimed or implied by the marking and design of the Part offered, and (c) manufactured by, or at the behest and to the standards of, the manufacturer that has lawfully applied its name and trademark for that model/version of the Part;

(b) Seller represents and warrants that only new and authentic Parts and materials are used in goods required to be delivered to Rogers and that such goods contain no Counterfeit Parts. No other Part other than a new and authentic Part shall be used unless approved in advance in writing by Rogers' duly authorized representative. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, Seller shall only purchase authentic parts/components directly from original equipment manufacturers ("OEMs") and original component manufacturers ("OCMs") or through the OEM's/OCM's authorized distributors. Seller shall make available to Rogers, at Rogers' request, OEM/OCM documentation that authenticates traceability of the Parts to the applicable OEM/OCM. Purchase of Parts from independent distributors is not authorized unless first approved in writing by Rogers' duly authorized representative.

(c) Seller shall maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification to Rogers and Rogers' written approval before Parts are procured from sources other than OEMs/OCMs or through the OEM's/OCM's authorized distributors. Seller shall provide copies of such documentation for its system for Rogers' inspection upon Rogers' request. Seller's system shall be consistent with applicable industry standards, including policies and procedures for training personnel, designing and maintaining systems to mitigate risks associated with parts obsolescence, making sourcing decisions, prioritizing mission critical and sensitive components, ensuring traceability of Parts, developing lists of trusted and non-trusted suppliers, flowing down requirements to subcontractors and suppliers, inspecting and testing parts, reporting and quarantining Counterfeit Parts and Suspect Counterfeit Parts, and taking corrective action.

(d) Acceptance of Rogers' Order constitutes confirmation by Seller that it is the OEM, OCM, or a franchised or authorized distributor of the OEM/OCM for the goods procured under Rogers' Order. Seller further warrants that OEM/OCM acquisition documentation that authenticates traceability of the Parts is available upon request.

(e) Seller shall flow the requirements of this Section to its subcontractors and suppliers at any tier for the performance of Rogers' Order.



(f) Should Seller become aware of a confirmed or suspect Counterfeit Part that, by any means, has been delivered to Rogers, or acquired for Rogers' Order whether or not delivered to Rogers, Seller shall notify Rogers in writing as soon as possible but not later than five (5) days of such discovery. Seller shall verify receipt of this notification by Rogers. This requirement shall survive expiration or completion of Rogers' Order.

(g) Seller shall be liable for the cost of Counterfeit Parts and Suspect Counterfeit Parts and the cost of rework or corrective action that may be required by Rogers to remedy the use or inclusion of such Parts.

(h) Seller shall quarantine suspect counterfeit electronic parts and counterfeit electronic parts, and make them available for investigation by appropriate government authorities.

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

TAX EXEMPTION CERTIFICATE: Items indicated as not taxable on the face of this Order are exempt from the Connecticut Sales and Use Tax under Sec. 12-412(4) of Connecticut General Statutes, Revisions of 1958, as amended, covering purchases of materials, tools and fuel, or are for resale as an integral part of a finished product. Purchases in other states of products so identified are either for resale as an integral part of a finished product or are consumed directly in the process of manufacturing or producing such finished product for sale. In the event such purchases are used for any other purpose than as above specified, Rogers accepts responsibility to report and pay the tax. CONN. TAX ACCT. NO. 0570424-000