

## Standard terms of Sale

Issued October 2019

### I. General Provisions

1. These General Conditions of Supply apply solely to the legal relationship between Rogers Germany GmbH (hereafter the "Supplier") and a customer of the Supplier's products (hereafter the "Customer") in relation to the Supplier's deliveries and/or services (hereafter "Deliveries"). The Customer's own general terms and conditions and/or general conditions of purchase shall apply only to the extent that the Supplier has explicitly agreed to these in writing. With respect to the scope of Deliveries, the written agreements made between the parties shall be authoritative.

2. The Supplier herewith reserves all rights of use relating to property and copyright to its tenders, drawings or other documents (hereafter "Documentation") without any limitation. Documentation may be disclosed to third parties only with the Supplier's prior approval, and is to be returned to the Supplier immediately on request, unless it is still required for the fulfilment of an order. Sentences 1 and 2 above shall also apply to the Customer's Documentation. However, it will be permissible to grant access to the Customer's Documentation to third parties to whom the Supplier has legitimately transferred Deliveries.

3. A supply contract between the Customer and Supplier is made only providing the Customer has submitted its orders to the Supplier in writing or in electronic form, and the Supplier has confirmed each order in writing or electronically.

4. Deliveries will be made to DDP Eschenbach (INCOTERMS 2010). The delivery date confirmed shall be understood as the date of dispatch of merchandise from the Supplier's premises.

5. Partial deliveries are permissible, provided this is accepted by the Customer.

6. The term "claim for compensation" under these General Conditions of Supply shall include claims for supplementary costs that are necessarily incurred.

### II. Prices, Terms of Payment and Offset

1. Prices charged are determined by the Supplier's current price-list; they are calculated ex-works, excluding packaging, plus appropriate statutory turnover tax (VAT).

2. Payments are to be made within 30 days, net, on receipt of a correct invoice, and are to be made without any costs being charged to the Supplier's paying office. Payments are to be made in euros (EUR).

3. The Customer is entitled to offset only claims that are not disputed or are non-appealable.

### III. Retention of Title

1. Merchandise to be delivered by the Supplier (hereafter "Merchandise Retained") shall remain the Supplier's property until all claims by the Supplier against the Customer in connection with their business relationship have been met. Where the combined value of the Supplier's security interests exceeds the value of all secured claims by more than 20%, the Supplier shall release a corresponding portion of the security interest if so requested by the Customer; the Supplier shall be entitled to select which security interest they intend to release.

2. For the duration of the retention of title, the Customer may not pledge Merchandise Retained, nor use them as security. Processing or resale shall be permissible only for retailers in the normal course of their business, and only on condition that the retailer receives payment from its customers or makes the transfer of property to the customer contingent on the customer fulfilling its obligation to make payment.

3. If the Customer resells Merchandise Retained, they assign future receivables resulting from that resale to their clients, together with all ancillary rights, at that time, including any outstanding account-balance claims, as security, without any requirement for a further specific declaration. If Merchandise Retained is resold together with other goods without a specific price having been agreed for that Merchandise Retained, the Customer assigns the portion of the full payment claim from the total price to the Supplier equivalent to the invoiced price of the Merchandise Retained.

4. a) The Customer shall be entitled to process the Merchandise Retained, or to mix or merge them with other goods. Any processing shall be carried out on behalf of the Supplier. The Customer shall store newly-created merchandise resulting from this process safely, with the care of a good housekeeper, on behalf of the Supplier. The new goods are deemed to be Merchandise Retained.

b) The Supplier and Customer hereby agree that, when merging or mixing items with others that do not belong to the Supplier, the Supplier shall at all events be entitled as a minimum to joint ownership of the new object to the amount of the share resulting from the proportion of the merged or mixed Merchandise Retained to the value of the residual goods at the time they were merged or mixed. The new items shall to that extent be deemed to be Merchandise Retained.

c) The provisions relating to the assignment of claims in accordance with Article III no. 3 shall also apply to new items. Such assignment, however, shall apply only up to an amount equivalent to the value of the processed, merged or mixed Merchandise Retained that was invoiced by the Supplier.

d) If the Customer merges Merchandise Retained with other chattels, they thereby also assign to the Supplier the amount receivable to which they were entitled for that merger, together with all ancillary rights, by way of security, in proportion to the value of the merged Merchandise Retained and residual associated goods at the time they were merged, without any requirement for a further special declaration.

5. Subject to revocation, the Customer shall be entitled to collect assigned invoices outstanding from the resale. If there is good cause, and specifically in the event of delayed payment, suspension of payment, the opening of insolvency proceedings, a disputed invoice or duly-justified evidence of over-indebtedness, or imminent inability on the Customer's part to pay, the Supplier shall be entitled to revoke the entitlement to collect assigned invoices from the client. Moreover, the Supplier shall be entitled to disclose the assignment as a security, invoke the use of the assigned outstanding invoices, and request disclosure of the assignment by way of security by the Customer on giving prior notice, and on meeting an appropriate deadline.

6. In the event of garnishments, impounding, other action or intervention by a third party, the Customer is required to inform the Supplier immediately. In the case of *prima facie* evidence of a legitimate interest, the Customer is required to provide information required by the Supplier in order to enforce their rights against the client, and to provide the documents required.

7. In the event of breach of contract by the Customer, and specifically in the event of a delay in payment, the Supplier is, after the setting and expiry of an appropriate deadline for fulfilment, in addition to withdrawal of merchandise also entitled to revocation; the statutory provisions relating to the dispensability of setting a deadline shall remain unaffected. The Customer is required to relinquish the Merchandise. No revocation of the contract can be assumed by such a withdrawal, assertion of the retention of title or the garnishment of the Merchandise Retained by the Supplier, unless the Supplier has explicitly declared this.

### IV. Deadlines for Deliveries; Delays

1. Deadlines set for Deliveries shall be binding only if all Documentation to be provided by the Customer, necessary authorisations and approvals, in particular concerning plans, are received in good time, and providing agreed payment terms are met and the Customer's other obligations are fulfilled. If those conditions are not fulfilled at the due time, the deadlines set shall be reasonably extended; this shall not apply if the Supplier is responsible for delay.

2. If failure to meet deadlines was brought about by

a) *force majeure*, e.g. mobilisation, war, acts of terrorism, riot or like events, (e.g. strike, lock-out),

b) viruses or unspecified attacks by third parties on the Supplier's IT systems, providing these occurred even through security measures were undertaken with due care,

c) impediments brought about by German, US American or other applicable national, EU or international regulations of foreign-trade legislation, or owing to other circumstances for which the Supplier cannot be held liable, or

d) provision of services to the Supplier that did not take place on schedule or were not provided correctly. Deadlines shall be extended accordingly.

3. Customers' claims for prejudice caused by late Deliveries, also claims for compensation in lieu of performance that exceed the limits specified in Article VII no. 2, are excluded in all cases of delayed Deliveries, even on the expiry of a deadline specified to the Supplier to make those Deliveries. This shall not apply in cases of mandatory liability based upon willful intent, gross negligence, nor due to loss of life, physical injury or harm to health. Revocation of the contract by the Customer based upon statutory provisions is restricted to cases where the Supplier themselves is responsible for the delay. The above provisions do not imply a change in the burden of proof to the Customer's detriment.

4. At the Supplier's request, the Customer shall declare within a reasonable period whether they are revoking the contract in view of the delayed Deliveries or still insists on the supply of those Deliveries.

5. If dispatch or delivery is delayed by more than one month at the Customer's own request after notification of readiness for dispatch has been issued, the Customer may be invoiced storage charges of 0.5% of the price of the items of the Deliveries for each subsequent month commenced, but will in no circumstances total more than 5%. The parties to the contract may prove that higher or, if applicable, lower storage charges were in fact incurred.

#### V. Transfer of Risk

1. The risk will pass to the Customer with collection by the Customer itself on handing over at the Supplier's premises or, in the case of a shipment, with hand-over to the carrier.

2. If handing over to the Customer or the carrier, as applicable, is delayed for reasons for which the Customer is responsible, or if the Customer fails to accept for other reasons, the risk will pass to the Customer.

#### VI. Receipt and acceptance

1. The Customer is obliged to inspect Deliveries promptly at the time of passing of risk, if any deficiency is found, to notify the Supplier accordingly in writing, without undue delay. Deficient Deliveries are to be returned to the Supplier, at the Supplier's own expense, without undue delay.

2. In the event of failure to comply with the above obligation to inspect and notify, Deliveries and the Merchandise delivered are considered as having been accepted, notwithstanding the defect in question (§377 German Code of Commerce (HGB)). If it becomes apparent that a defect reported by the Customer did not in fact exist, or is not attributable to either the delivery or the Merchandise delivered, the Customer is to compensate the Supplier expenses incurred by the return of the delivery, examination of them, and dealing with the deficiency reported.

3. Deficient deliveries or faulty products must not be processed further and/or resold by the Customer. The Customer will be liable to the Supplier for

any damage that is caused by further processing and/or resale in breach of this provision; in particular, the Customer is obliged to indemnify the Supplier against any consequential claims by third parties.

4. The Customer is not entitled to reject deliveries owing to minor defects (as defined below).

#### VII. Quality-related defects; Product Liability

The Supplier is liable for quality-related deficiencies (material defects, hereafter "Defects" or "Deficiencies"), as follows:

1. Should defects arise, the Supplier is entitled to undertake remedies, at its own option by means of repair or replacement within a reasonable period, provided that the cause of that defect already existed at the time of the passing of risk. If and to the extent such a remedy fails, the Customer shall be entitled to eliminate from the delivery the remedy that has failed.

2. The amount of any claim by the Customer for compensation resulting from defects shall be limited to the value of the delivery concerned. Liability for consequential damage is excluded. The warranty period will be 12 months.

3. Article VII, no. 2, shall not apply (a) where the defect has been fraudulently concealed, (b) where a condition of the guarantee has not been complied with, (c) in the event of an intentional or grossly negligent breach of an obligation by the Supplier, (d) in the event of lifelong injuries, harm to the body or health, or (e) prejudice that results from violation of an essential contractual obligation of the Supplier. The Supplier shall not be liable if products have been processed, altered or further processed by either the Customer or by third parties, unless the Customer can prove that defects and/or damage that has occurred was not brought about by the processing, alterations or further processing.

4. The remedy of a Defect shall represent a recognition solely within the meaning of § 212, para. 1, no. 1, of the German Civil Code (BGB) if this is confirmed by the Supplier in writing. The statutory provisions with regard to suspension of the statute of limitations, general suspension and a restart of deadlines shall remain unaffected.

5. The Customer may withhold payments owing to a defect only if the existence of that defect was apparent.

6. Items delivered hereunder shall not be considered defective if they are in accordance with specifications agreed upon in writing between the Supplier and Customer or, in the absence of any such written agreement, with the Supplier's internal specifications. Claims for defects shall not exist in cases of merely trivial deviations from the agreed-on condition, of normal wear-and-tear or damage occurring after the transfer of risk as a consequence of incorrect or careless handling, excessive strain, unsuitable operating equipment, or due to specific external influences, that are not envisaged under the contract. If the Customer or a third party carries out improper changes or other processing, there shall be no claim on account of defects, nor any miscellaneous claim for compensation for those alterations, nor for consequences arising from these.

7. Claims made by the Customer owing to expenditure required for the purpose of remediation. In particular, shipping, road, labour and material costs are excluded to the extent that such expenditure is increased since subject of the delivery was subsequently transferred to a location other than the Customer's own premises, unless such transfer complied with its intended use.

8. The Customer's right of recourse against the Supplier under the German Civil Code (BGB) § 478 (recourse by the entrepreneur) shall be restricted to cases in which the Customer has not made an agreement with its customers that exceeds the scope of the statutory provisions governing claims based on Defects. Moreover, Article VII no. 7 shall apply, *mutatis mutandis* to the scope of the right of recourse the Customer has against the Supplier under the German Civil Code (BGB) § 478, para. 2.

9. In the event of claims lodged by a third party, in particular but not limited to, claims based on the Product Liability Act, or in the event of a recall in the motor-vehicle industry, the internal relationship between the Supplier and Customer shall be as follows:

a) If a product is not handled but is further processed by the Customer and/or a third party, it is irrevocably assumed that the product does not have any defect. Should damage occur or be caused after the further processing of a product by the Customer or a third party, in particular but not restricted to prejudice to the legally-protected interests of third parties, the Customer shall be liable in full. All liability of the Supplier shall be excluded. The Customer will also indemnify the Supplier against any claim that may be lodged by third parties against the Supplier. This shall include in particular, but not restricted to, legal fees and court costs.

b) If the Customer's liability in accordance with Article VII, no. 10a) is not excluded because the Customer is able to prove that there was a hidden Defect that could not have been detected in the inspection according to Article VI, and the loss incurred is attributable to that Defect, the parties shall be liable in proportion to their respective contributions to the cause.

10. There will be no further claims by the Customer that are based on defects.

#### VIII. Trademark and patent rights and Copyright; Defects in Title

1. Unless otherwise agreed, the Supplier will make Deliveries free of third parties' trademark or patent rights and copyright (hereafter referred to as "IPR") with respect to the country of the place of delivery only. If a third party lodges a justified claim against the Customer that is based on an infringement of an IPR by the Deliveries made by the Supplier and used in accordance with the contract, the Supplier shall be liable to the Customer within the period specified in Article VII no. 2 as follows:

a) The Supplier shall choose whether to acquire, at its own expense, the right to invoke IPR with respect to the Deliveries concerned, or to modify the Deliveries so that they no longer infringe the IPR, or replace them. If this would be impossible for the Supplier on reasonable conditions, the Customer may revoke the contract or reduce the payment, pursuant to the applicable statutory provisions.

b) The Supplier's liability to pay Compensation shall be governed by Article XI.

c) The above obligations on the Supplier's part shall apply only providing the Customer notifies the Supplier promptly of any such claim lodged by the third party in writing, does not concede the existence of an infringement, and leaves protective measures and settlement negotiations to the Supplier's discretion. If the Customer ceases to use the Deliveries in order to reduce compensation or on other substantive grounds, it is required to point out to the third party that no acknowledgement of the alleged infringement of an IPR may be inferred from the fact that such use has been discontinued.

2. Claims by the Customer shall be excluded if they are responsible for the infringement of an IPR.

3. Claims by the Customer shall also be excluded if an infringement of the IPR is brought about by specifications made by the Customer, through a type of use not that was not foreseeable by the Supplier, or by the Deliveries being modified by the Customer or being used together with products not provided by the Supplier.

4. Moreover, with respect to claims by the Customer pursuant to Article VIII no. 1 a) above, Article VII, nos. 1, 5 and 8 shall apply, *mutatis mutandis*, in the event of infringement of an IPR.

5. Where other defects in title occur, Article VII shall apply, *mutatis mutandis*.

6. Any other claims by the Customer against the Supplier or its vicarious agents, or any such claims that exceed the claims provided for in this Article VIII, based upon a defect or deficiency in title, shall be excluded.

#### IX. Performance Conditions

1. The Customer represents, warrants, and undertakes to Rogers that they will comply fully with all applicable laws, 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 Products,

2. Performance of the agreement shall be subject to the proviso that there are no impediments by German, US American or other applicable national, EU or international provisions of foreign-trade legislation, nor any embargos or other like sanctions.

3. The Customer shall be obliged to provide all information and documents that are required for export, transfer or import.

#### X. Frustration; Contract Adjustment

1. If delivery is not feasible, the Customer shall be entitled to claim compensation unless the Supplier cannot be held liable for that state of frustration; the Supplier shall be liable only for willful intent or gross negligence. However, Customers' compensation claims are limited to 10% of the value of the portion of the delivery that cannot be put into appropriate service due to that frustration. This limitation shall not apply if there is a mandatory statutory liability in the case of intent, gross negligence, or due to the violation of life, body or health, or the violation of essential contractual obligations. This does not entail any change of the burden of proof to the Customer's detriment. The Customer's right to withdraw from the contract remains unaffected.

2. If unforeseeable circumstances within the meaning of Article IV, no. 2, significantly alter the economic meaning or content of a delivery, or have a significant effect on the Supplier's business, the agreement shall be appropriately adjusted, having due regard to good faith. If this is financially unacceptable, the Supplier shall be entitled to withdraw from the agreement. If they intend to invoke that right, they shall be obliged to inform the Customer immediately on learning of the scope of the event, also in the event that an extension of the delivery deadline had been agreed with the Customer first.

#### XI. Other claims for compensation

1. Unless stipulated to the contrary in these General Conditions of Supply, Customers' compensation claims, irrespective of their legal grounds, and in particular owing to violations of contractual obligations and/or action, shall be excluded.

2. This shall not apply where there is a liability:

- a) under product liability law. However, internally the provisions of Article VII, no. 10 shall apply between the Customer and Supplier;
- b) in cases of willful or malicious intent;
- c) in cases of gross negligence by owners, their legal representatives or executives;
- d) in cases of fraud;

- e) in the event of breach of a contractual warranty;
- f) owing to culpable violation of life, body or health; or
- g) owing to culpable violation of essential contractual obligations.

Compensation claims for the violation of essential contractual obligations are, however, limited to foreseeable compensation typical for this type of contract, unless another of the above cases is also applicable.

3. The above provisions shall not entail a change of the burden of proof to the Customer's detriment.

#### XII. Compliance with law

The Customer represents, warrants, and undertakes to the Supplier 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.

#### XIII. Data Protection and Privacy

In the event of the parties receiving personal data in accordance with regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of individuals in relation to the processing of personal data and on the free movement of such data ("General Data Protection Regulation", GDPR) (hereafter "Personal Data"), each party shall comply with the applicable EU data-protection law(s), regulations, treaties or directives (collectively "Privacy Regulations"). Each party warrants that all 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](http://www.rogerscorp.com)

#### XIV. Place of Jurisdiction and Applicable Law

1. The sole place of jurisdiction shall be the Supplier's registered office for all disputes that may arise directly or indirectly from this contractual relationship, if the Customer is a merchant. However, the Supplier shall be entitled to serve a lawsuit at the Customer's domicile.
2. These General Conditions of Supply, including their interpretation, shall be subject to German law, to the exclusion of the UN Convention on Contracts for International Sales of Goods (CISG).

#### XV. Binding Nature of these General Conditions of Supply

Should any individual provision be or become legally invalid, the binding nature of the remaining provisions of the General Conditions of Supply shall remain unaffected. This shall not apply if adherence to the General Conditions of Supply would impose inordinate hardship on one party.