

**ROGERS CORPORATION (“Rogers”)**  
**STANDARD TERMS AND CONDITIONS OF SALE**

**1. PRICE.** 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. 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. All payments shall be made in United States funds.

**2. TERMS.** 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 applicable law, and (b) include reasonable collection costs (including legal fees and expenses) payable as incurred by Rogers.

**3. SHIPPING AND DELIVERY.** Rogers shall have no responsibility to obtain or maintain insurance with respect to product sold to Buyer (“Product”), 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. 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. Shipping dates given by Rogers in advance of actual shipment are estimates only.

**4. WARRANTY.** (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. 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.**

(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.

(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.

(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 the U.S. Toxic Substance Control Act, the regulations promulgated thereunder or any similar statute or regulation, as the same may be amended from time to time; including in the above disclaimer, without limitation, representations and warranties regarding inclusion of said materials or substances in the various lists compiled by the U.S. Environmental Protection Agency and/or state authorities under any of the aforesaid acts and/or regulations.

(e) European Union Reach Compliance. Buyer warrants, represents and undertakes to Rogers that it will promptly provide Rogers such information as may reasonably be required from time to time in order to obtain and maintain REACH Compliance with respect to the Products and that it shall comply with its obligations under REACH. This includes, but is not limited to (a) information on hazardous properties, regardless of the intended uses; and (b) any other information that may call into question the validity or appropriateness of the risk management measures identified in Rogers' safety data sheets. Compliance with this section shall be a material obligation under these terms.

**5. CLAIMS AND RETURNS.** No Product will be accepted for credit by Rogers if it is substantially in accordance with the Specifications. All claims for shortages, non-conforming Product or poor quality must be made in writing within 30 days of receipt. 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 continental United States, 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. Damage incurred at Buyer's location such as in the process of inspection, handling, and repackaging shall be the sole responsibility of Buyer.

**6. LIABILITY FOR LOSS, DAMAGE, OR DELAY.** 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, 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.

**7. ADVICE AND OTHER SERVICES.** 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.

**8. CANCELLATION, ALTERATION OR DELAY REQUESTED BY BUYER.**

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. All Product, 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.

**9. TOOLS, DIES, DESIGNS, DRAWINGS, JIGS, AND FIXTURES.** 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.

**10. UNDERSHIPMENTS – OVERSHIPMENTS.** Rogers reserves the right to over-ship or under-ship any order for standard products by any amount not to exceed five (5) percent of the amount ordered. For custom products, Rogers will ship within +/- ten (10) percent of the quantity ordered. Orders will be considered complete when shipped within these ranges. Payment to be based on the actual amount of Product shipped.

**11. PATENTS, TRADEMARKS, AND COPYRIGHTS.** 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 4(a) and in subparagraph 4(c).

**12. SUSPENSION OF PERFORMANCE.** 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 law, or if Buyer admits its inability to pay its debts as they come due or if a trustee, receiver or liquidator is appointed for any part of the assets of Buyer, 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, Buyer's trustee, receiver or representative. Charges to Buyer shall be governed by the provisions of Paragraph 8.

**13. REPRODUCTION RIGHTS, NONDISCLOSURE.** 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. The parties acknowledge that damages at law may be an inadequate remedy for the breach or threatened breach by this paragraph 13, 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.

**14. CONFLICTING TERMS.** 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.

**15. ELECTRONIC TRANSACTIONS.** 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 officer is required hereby or as to matters which would increase Rogers' liability hereunder (including without limitation its warranty liability under paragraph 4), in which case an amendment or waiver complying with the terms of paragraph 18 bearing the manual signature of an authorized officer of Rogers shall be required.

**16. SECURITY INTEREST.** Rogers shall retain a security interest in all Product until payment in full of the purchase price thereof by Buyer. Buyer authorizes Rogers to file a financing statement covering any and all such Product at any time that Rogers determines in its discretion that past or future sales to Buyer should be made on a secured basis.

**17. REMEDIES.** Upon default by Buyer, Rogers shall have the rights and remedies of a seller under the Uniform Commercial Code or other applicable law. Ten days' notice shall constitute reasonable notice of Rogers' intention to sell Product at public or private sale.

**18. COMPLIANCE WITH LAW.** Buyer represents, warrants, and undertakes to Rogers that it will comply fully with all application 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 is not subject to sanctions or export control restrictions under these laws and regulations.

**19. 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 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).

**20. MISCELLANEOUS.** 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 of 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. These terms and conditions shall be construed in accordance with the laws of Connecticut. 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.