

## ROGERS CORPORATION - TERMS AND CONDITIONS OF PURCHASE

### 罗杰斯公司-采购条款和条件

**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.**

以下条款和条件以及本采购订单正文规定的条款和条件应仅适用于本采购订单涵盖的所有材料和/或服务的采购。

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.

1. 报价和接受：本采购订单（下称“本订单”）构成罗杰斯公司或其订单正文载明的子公司/关联公司（统称“罗杰斯”）向卖方（下称“卖方”）发出的要约，但仅限于本订单条款所明确限制的范围。对要约的承诺须严格限于本订单条款，除非罗杰斯采购部的授权代表或罗杰斯执行官（统称为“罗杰斯授权员工”）以书面形式明确同意其条款，否则其他文件（包括卖方的报价书和确认表）不得视为本订单的一部分。罗杰斯保留在卖方按以下规定书面接受本报价之前随时撤销本报价的权利。卖方仅可通过返回本订单的已签署确认书副本，或另行书面通知罗杰斯卖方接受本订单。在不限上述一般性的情况下，卖方开始履行本协议不得视为接受本订单，除非罗杰斯自行决定以书面形式明确选择，并由罗杰斯授权员工签署，放弃（在卖方履约之前、履约期间或履约之后的任何时间）卖方书面接受本协议的要求；在这种情况下，卖方应通过其履约视为已接受本协议的每项条款。如果卖方在此确认或单独的接受通知或与此相关的任何其他卖方文件（统称为“卖方文件”）中包含任何一个或多个与本协议所载条款不一致或附加的条款，则此类卖方文件应被视为对这些条款的接受，并附有附加条款的建议，除非罗杰斯授权员工在收到该建议后十（10）天内以书面形式明确表示接受，否则该建议应视为已拒绝。若罗杰斯不接受该订单，则本订单应视为已被卖方接受，且对罗杰斯和卖方具有约束力，且无其他拟议条款。

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.

2.变更与弃权：本订单对罗杰斯具有约束力的唯一变更是经罗杰斯授权员工签署书面明确同意的变更。在任何情况下，罗杰斯的沉默均不得解释为默许或接受本订单的任何拟议变更或增补。罗杰斯可随时通过授权罗杰斯员工签署的书面命令，在不另行通知卖方或其担保人或受让人的情况下，暂停履行本协议，增加或减少订购数量，和/或在本订单的一般范围内对以下任何一项或多项内容进行更改：（a）适用的图纸、设计或规格；（b）出运或包装方法；和/或（c）交货地点、交货时间和/或测试。如果任何此类变更导致卖方履行本协议的实际成本或合理所需时间增加或减少，应视情况对订单价格和/或交货时间进行公平调整。寻求调整的一方应在卖方收到变更通知后二十（20）天内书面通知另一方，具体说明所寻求的调整。除非卖方罗杰斯授权员工或正式授权雇员以书面形式延长该期限，否则在二十（20）天期限后提出的调整索赔无效。本条款中的任何内容（包括但不限于关于调整此类变更的任何未决分歧）均不得成为卖方在收到此类变更后立即执行变更或修订后订单的理由。本订单任何一方的权利或特权不得放弃或修改，除非该方正式授权的高级职员以书面形式放弃或修改。一方未能坚持履行本协议的任何条款或条件，或未能行使本协议项下的任何权利或特权，或放弃该等权利或特权，不得视为放弃本订单或任何其他采购订单中包含的任何其他条款、条件、权利或特权；也不应解释为继续弃权。

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.

3.价格和规定条款：卖方应按照规定的价格和条款向罗杰斯出售本订单正面所示的产品或服务。卖方保证，本协议规定的价格和条款不低于当前向任何其他客户提供的同等或更少数量的相同或类似产品或服务的价格和条款。否则，若卖方在本订单有效期内的任

什么时候降低其此类产品或服务的价格或更改对买方有利的条款，则卖方同意立即相应降低本订单的价格和/或更改本订单中对罗杰斯有利的条款，用于尚未交付的任何产品或服务。本订单规定的价格包括包装、集装箱、保险和运输的所有费用，除非本订单正文另有明确规定。报价和接受的价格均以美元为单位，除非经罗杰斯授权员工和卖方正式授权人员书面同意，否则不得以任何理由涨价。

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.

4. 税费：除本协议另有明确规定或法律法规（定义见第12条）要求外，卖方同意支付任何联邦、州或地方税，包括销售税或使用税，可能针对本订单订购的产品和/或服务征收。所有适用于罗杰斯并由卖方支付的税费必须包含在其给罗杰斯的发票上，并单独显示。

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 sixty (60) calendar days from due date, date of receipt of an invoice compliant with the requirements set forth above, or from actual delivery date of goods or completion of services, whichever is later.

5. 发票：发票应一式两份，并应包括以下信息：采购订单编号、产品编号、产品描述、数量、单价、扩展总计和卖方装箱单编号，以及本协议其他条款规定的任何其他信息。应要求提供提单、快递收据或其他交货证明。卖方发票的付款不构成对产品或服务的验收，且应因错误、短缺、隐藏或明显缺陷或卖方未能满足本订单要求而进行调整。在通知卖方后，罗杰斯可随时扣留、扣除或抵销因违反本订单条款或条件而造成的全部或部分损失（包括但不限于间接损失），和/或卖方或其任何附属公司欠罗杰斯的任何金额，无论是否由本订单标的交易引起或与之相关。罗杰斯应自到期日、收到符合上述要求的发票之日起，或自产品实际交付之日或服务完成之日起六十（60）个日历日内付款，以较晚者为准。

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.

6. 溢装：罗杰斯将只支付最大订购数量。溢装的产品由卖方承担风险和费用，并在合理的时间等待出运指示。溢装的退货运费和保险费由卖方承担。

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.

7.包装和出运：除非另有规定，所有产品的包装、装箱、标记和其他出运准备方式应：（i）符合良好商业惯例；（ii）在普通承运人中可接受的最低适用费率 and 法律法规；（iii）足以确保产品安全到达指定目的地。卖方应在所有集装箱上标记必要的提货、装卸和出运信息、本订单的采购订单编号和出运日期。每批产品应随附详细装箱单。未能提供装箱单可能导致处理卖方发票的延迟；此外，在任何此类情况下，罗杰斯计数应视为决定性的。为了计算提前付款、现金或类似折扣，付款期限应从交付和验收所订购产品之日或收到根据本订单条款编制的正确和适当发票之日（以较晚者为准）开始计算，直至罗杰斯向卖方付款之日止。

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.

8.检验和验收：（a）罗杰斯应在任何地点和时间，包括制造期间，以及在任何情况下，在目的地最终验收之前，对根据本协议采购的所有产品和服务进行检验和测试。如果罗杰斯在卖方场所进行检验或测试，卖方应为罗杰斯检验的安全和便利提供一切合理的设施和协助，而无需额外收费。在目的地进行最终检验和验收之前进行的检验或测试不得免除卖方对缺陷或其他不符合本订单要求的责任。

(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.

（b）如果任何产品或服务在材料或工艺方面有缺陷，或在其他方面不符合本订单的要求，罗杰斯有权拒绝接受这些产品而不予更正、要求更正、在调整价格后接受这些产品或将其退还给卖方以获得全额退款。任何被拒收或要求纠正的产品应在收到通知后立即由卖方自费更换或纠正。如果在罗杰斯提出要求后，卖方未能在交货计划内及时更换或纠正任何有缺陷的产品，则罗杰斯可（i）更换或纠正此类产品并向卖方收取由此产生的费用；（ii）在不另行通知的情况下，根据本协议标题为“违约终止”的条款终止本订单；或（iii）要求适当降低价格。

(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.

(c) 尽管本协议项下的任何先前检验或付款（部分或全部），所有产品应在交货后的合理时间内在罗杰斯工厂（或罗杰斯指定的其他目的地）接受最终检验。卖方应提供并维护罗杰斯认可的检验系统。所有检验工作的记录须完整保存，并在执行本命令期间以及罗杰斯决定的更长期限内提供给罗杰斯。

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.

9.交付：除非本订单另有明确规定或罗杰斯书面同意，否则订购的产品应交付至罗杰斯指定的地址。时间是本订单的关键，如果产品交付或服务未能在承诺的时间内完成，除其他权利和补救措施外，罗杰斯保留在卖方收到通知后终止本订单的权利，罗杰斯对于尚未收到的产品或尚未提供的服务不承担任何责任。

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.

10.保证：除法定或默示担保外，卖方特此明确保证，自验收之日起十二（12）个月内（或卖方可能以其他方式提供或提供的更长时间），根据本协议交付或履行的所有产品或服务应不存在工艺、材料和制造方面的缺陷，应严格遵守本订单的要求，包括本订单中包含的任何图纸或规格或罗杰斯或卖方提供的样品，并且，如果设计部分或全部由卖方负责，则设计应无缺陷。卖方还保证，根据本协议订购的产品和/或服务应具有适销性，适合、适用和足以达到预期目的，卖方有权将产品和/或服务转让给罗杰斯，且此类产品或服务不存在任何留置权和抵押权。卖方还保证，对于根据本协议提供的任何服务，（a）卖方具

备履行服务所需的技能、经验和资格，（b）将根据类似服务的最佳行业标准以专业和熟练的方式履行服务；（c）卖方将分配足够的资源，以确保及时可靠地履行服务。除罗杰斯可能拥有的其他权利外，如果在验收后一年内发现本订单项下的产品和服务不符合保证，则罗杰斯可以书面选择将其退还给卖方进行更正、修理、更换、赊购或退款，费用由卖方承担。卖方纠正或提供的替代产品或服务也应遵守本订单的所有规定，并有权享受与根据本协议最初提供的产品和服务相同的保证，自纠正、修理或更换之日起算。本协议项下的所有保证应在罗杰斯的检验、测试、验收和付款后继续有效。本协议项下的所有保证应适用于罗杰斯及其继承人、受让人以及直接或间接客户。本命令项下的所有补救措施应是累积的，不可替代。

#### 11. INTELLECTUAL PROPERTY INDEMNIFICATION:

##### 11.知识产权赔偿：

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.

卖方向罗杰斯声明并保证，在本合同项下交付的任何产品的单独使用或销售，或卖方推荐或指定的任何组合，以及卖方、其代理、雇员或代表在本合同项下提供的任何服务或执行的任何工作，均不会侵犯任何美国或外国专利、版权、商标、服务标志或其他知识产权。卖方同意赔偿并保护罗杰斯及其客户免于承担任何和所有成本、损害和开支（包括但不限于立即报销罗杰斯为辩护或因其他原因而花费或产生的法律费用和开支）以及因卖方、其代理、雇员或代表使用或销售任何此类物品，或卖方、其代理、雇员或代表根据本协议提供的任何服务或工作而实际或涉嫌侵犯或共同侵犯任何美国或外国专利、版权、商标、服务标志或其他知识产权而引起的所有判决和法令。

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.

12.合规事项和其他赔偿：（a）如果卖方的代理、雇员、代表或分包商进入罗杰斯的经营场所，卖方同意赔偿并保护罗杰斯免受因卖方、其代理、雇员、代表或分包商的

任何作为或不作为引起或与之相关的任何损失、索赔、损害、责任、成本、开支（包括法律费用和开支）以及任何诉因。卖方应按要求维持并向罗杰斯提供一般责任险和工伤保险的证明。卖方保证，根据本订单提供的所有产品或服务应遵守所有适用法律法规，包括根据1970年《职业安全与健康法》制定的标准，在出运、交付或提供该等产品或服务时存在的此类法案和标准，以及在当时适用的最大范围内，《公平劳动标准法》以及所有其他适用的州、联邦和地方法律、规则和法规（“法律法规”）；卖方特此同意赔偿罗杰斯并保护罗杰斯免遭任何违反行为的损害。所有卖方的代理、雇员、代表或分包商在进入罗杰斯的经营场所时，应遵守并遵守罗杰斯的安全与安保政策。

(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.

（b）在不可豁免的范围内，罗杰斯和卖方应遵守《美国联邦法典》第41篇第60-1.4（a）、60-300.5（a）和60-741.5（a）条的要求。这些条例禁止基于受保护退伍军人或残疾人的身份歧视符合条件的个人，并禁止基于种族、肤色、宗教、性别或国籍歧视所有个人。此外，这些条例要求所涵盖的主承包商和分包商采取平权行动，在不考虑种族、肤色、宗教、性别、国籍、受保护退伍军人身份或残疾的情况下雇用和晋升个人。

(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.

（c）ISO 9001合规性是罗杰斯材料、零件和服务的供应商的期望，这些供应商直接影响产品质量。作为持续供应商开发的一部分，我们鼓励我们的供应商追求IATF 16949合规性。

(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.

（d）供应商保证其完全知悉《罗杰斯商业道德准则》（可在<http://www.rogerscorp.com/corporate-responsibility/index.aspx>上查阅）的内容，并承诺在履行本协议时适用其中规定的原则或其自身商业道德准则中规定的基本类似原则。供应商承认，违反该等原则视为严重违约。

(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.

（e）卖方同意允许罗杰斯员工、其代理或其客户对本条款（包括第12节）的遵守情况进行审核。卖方应充分配合上述审核，包括提供文件支持。

### 13. EXPORT CONTROLS AND ECONOMIC SANCTIONS:

#### 13.出口管制和经济制裁:

- 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.
- a) 卖方应完全遵守美国出口管理条例 (“EAR”) 和其他适用的出口管制和经济制裁, 包括英国、欧盟 (“EU”) 和欧盟成员国的出口管制和经济制裁 (统称为“贸易管制法”), 并且不得采取任何导致罗杰斯违反或受到贸易管制法制裁或处罚的行为。
- 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.
- b) 卖方保证, 卖方及其任何母公司、子公司或附属公司均未: (i) 列于根据贸易管制法发布的受限制方名单上, 包括 OFAC 的特别指定国民和受阻人员名单或美国商务部实体、被拒人员或未核实名单; (ii) 位于、组织或居住在受美国或其他适用制裁的国家或地区; (iii) 直接或间接由第 (i) 或 (ii) 条所述个人或实体拥有或控制; 或 (iv) 美国或其他适用贸易管制法限制的目标。
- 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).
- c) 卖方不得向买方交付受美国《国际武器贸易条例》 (“ITAR”, 《美国联邦法规》第 22 篇第 120 部分及以下) 或英国、欧盟或欧盟成员国的国防贸易管制法律管辖的产品, 除非卖方在此类交付之前已获得罗杰斯的明确书面批准。应罗杰斯的要求, 卖方应向罗杰斯提供卖方向罗杰斯供应的任何物品的出口管制分类和协调关税表编码, 并应确认该等物品是否受《出口管制条例》约束 (包括但不限于因《出口管制条例》的“最低限度”规则或外国直接产品规则)。
- 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.
- d) 卖方保证, 根据本采购订单提供的任何产品、软件、技术或服务均不来源于、源自或包含来自受美国全面制裁的国家或地区或受美国、英国或欧盟/欧盟成员国制裁的个人或实体, 也未通过任何受制裁的船只或飞机、由任何受制裁的个人或通过任何受制裁的国家或地区运输此类物品。

## 14. GOVERNING LAW AND DISPUTE RESOLUTION

### 14. 适用的法律与争议解决

The terms and conditions of this Order and all matters arising out of the execution, construction, interpretation or breach thereof, shall be construed and settled exclusively in accordance with the laws of the PRC 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 condition. In the event that notwithstanding the foregoing choice of law a court shall determine that the UN CISG applies to transactions subject to this Order, provisions hereof that conflict with the UN CISG shall control. 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.

本订单项下的条款及其执行、解释中或针对违约的所有事项仅适用中华人民共和国法律进行解释和确定，其冲突规则除外。《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。尽管存在上述关于冲突规则的规定，如果法院确定，联合国公约应适用于本订单中的交易，那么，如果本条款中有与联合国公约相冲突的规定，以本条款为准。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。

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 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.

15. 终止：罗杰斯保留在方便时终止本订单的权利。收到通知后，卖方应立即停止所有工作，并遵守罗杰斯关于在制品的任何指示，并且罗杰斯应就已经完成的工作向卖方支付公平调整费。如果出现以下情况，罗杰斯可立即终止本订单，无需承担任何责任，且不放弃其任何其他权利和补救措施（无论是法律规定的损害赔偿、衡平法还是两者兼有）：（i）卖方违反本协议的任何条款或条件；（ii）在出现合理的不安全理由时，卖方未能应罗杰斯的书面要求向罗杰斯提供适当履行的充分保证，包括但不限于未能满足交付、生产或其他履约时间；或（ii）卖方破产或无力偿债。在此情况下，罗杰斯无需就任何金额向卖方承担责任，卖方应负责并保护罗杰斯免受因卖方违约或违约（包括但不限于法律费用和开支）引起的任何损害、成本和费用（包括间接损害赔偿）。如果确定罗杰斯因违约不当终止了本订单，则此类终止应视为出于罗杰斯的方便，并按照本条第一句规定的所有目的进行处理，除该句明确规定外，不承担任何其他责任。

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.

16. 礼品：如果罗杰斯确定卖方向罗杰斯的任何雇员、代理或代表提供或给予酬金（娱乐、礼品或其他形式），以期获得合同或确保在授予、修改或做出与履行此类合同有关的任何决定方面获得优惠待遇，则罗杰斯可根据第14条通知卖方终止订单。

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.

17.电子交易：卖方和罗杰斯同意通过电子方式进行受本条款和条件管辖的交易，但以下情况除外：（i）须由获罗杰斯授权员工手签的事宜；（ii）罗杰斯在本协议项下的责任不得增加或扩大，除非通过符合第2条条款的带有罗杰斯授权员工手写签名的修订或弃权。

18. PREVENTION OF COUNTERFEIT PARTS:

18.防止假冒零件：

(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;

（a）本协议中使用的“零件”是指卖方作为产品或产品的组成部分出售或交付给罗杰斯的任何材料、产品、组件、装置、模块、组件、子组件或类似物，如本条款所述。“假冒零件”是指以下零件：（i）未经授权的复制品或替代品，该零件已被零件合法授权来源以外的来源识别、标记和/或更改，并且被谎称为合法授权来源的授权产品，和/或（ii）以前使用过的零件被当作“新零件”提供或表示。如果目视检验、测试或其他信息使人有理由相信某部件可能是假冒部件，则该部件为“疑似假冒零件”。此处使用的“正品”是指：（i）货真价实；（ii）所提供部件的标记和设计所声称或暗示的合法来源；（c）由合法使用其名称和商标生产该型号/版本零件的制造商制造，或按其要求和标准制造；

(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.

（b）卖方声明并保证，在需要交付给罗杰斯的产品中，仅使用新的真实零件和材料，且此类产品不含假冒零件。未经罗杰斯正式授权代表事先书面批准，不得使用全新正品零件以外的任何其他零件。为进一步降低因疏忽而使用假冒零件的可能性，卖方应仅直接从原始设备制造商（"OEM"）和原始组件制造商（"OCM"）或通过OEM/OCM授权经销商购买正品零件/组件。应罗杰斯的要求，卖方应向罗杰斯提供OEM/OCM文件，证明零件可追溯至适用的OEM/OCM。未经罗杰斯正式授权代表书面批准，不得向独立经销商采购零件。

(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.

(c) 卖方应建立文件化系统（政策、程序或其他文件化方法），规定在从OEM/OCM以外的来源或通过OEM/OCM授权经销商采购零件之前，应事先通知罗杰斯并获得罗杰斯书面批准。应罗杰斯的要求，卖方应提供其系统的此类文件副本，以供罗杰斯检验。卖方的系统应符合适用的行业标准，包括以下方面的政策和程序：培训人员、设计和维护系统以降低与零件报废相关的风险、做出采购决策、优先采购关键和敏感零件、确保零件的可追溯性、制定可信和不可信的供应商名单、将要求下达到分包商和供应商、检验和测试部件、报告和隔离假冒零件和疑似假冒零件，以及采取纠正措施。

(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.

(d) 接受罗杰斯订单即构成卖方确认其为OEM、OCM或OEM/OCM的特许或授权经销商，负责根据罗杰斯订单采购的产品。卖方还保证，可根据要求提供OEM/OCM采购文件，以验证部件的可追溯性。

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

(e) 为履行罗杰斯订单，卖方应将本节的要求传达给其各级分包商和供应商。

(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.

(f) 如果卖方获悉已通过任何方式交付给罗杰斯或按照罗杰斯指示获取的已确认或疑似假冒零件，无论是否交付给罗杰斯，卖方应尽快（但不迟于五（5）天）书面通知罗杰斯。卖方应核实罗杰斯已收到本通知。本要求应在罗杰斯订单到期或完成后继续有效。

(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.

(g) 卖方应承担假冒零件和疑似假冒零件的费用，以及罗杰斯为补救此类零件的使用或纳入而可能要求的返工或纠正措施的费用。

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

(h) 卖方应隔离疑似假冒电子零件和假冒电子零件，并将其提供给相关政府机构进行调查。

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.

19.其他：未经授权罗杰斯员工的事先书面批准，卖方不得转让或分包本订单的任何部分。如果本订单的任何条款被确定为不可执行，本订单的其他条款应继续完全有效。标题仅为方便起见，不得视为本订单的一部分，也不得在解释本订单时予以考虑。

20. ARTIFICIAL INTELLIGENCE: Seller's use of artificial intelligence (AI) technologies in connection with Rogers' matters shall be subject to the following requirements:

20. 人工智能：卖方在与Rogers相关事务中使用人工智能（AI）技术须遵守以下要求：

(a) Disclosure of AI Usage: Seller shall disclose to Rogers, in writing, any use of artificial intelligence (AI) technologies in the performance of services under this Agreement. Such disclosure must include the nature and extent of AI usage, the specific tasks performed by AI, and any potential impacts on the services provided.

(a) 人工智能使用的披露：卖方须以书面形式向Rogers披露在履行本协议服务过程中使用任何人工智能（AI）技术的情况。此类披露必须包括AI使用的性质和范围、AI执行的具体任务以及对所提供服务的任何潜在影响。

(b) Human Oversight: Seller agrees that any work generated, processed, or influenced by AI shall be subject to thorough review and verification by qualified human personnel to ensure accuracy, reliability, and compliance with the terms of this Agreement.

(b) 人工监督：卖方同意，任何由AI生成、处理或影响的工作均须经过合格的人类人员的彻底审查和验证，以确保准确性、可靠性，并符合本协议的条款。

(c) Prohibition on Use of Rogers' Information: Seller shall not input, upload, or otherwise disclose any of the Rogers' confidential information, proprietary data, or other sensitive information into any AI systems, machine learning tools, or similar technologies without Rogers' prior written consent. Any unauthorized disclosure or use of Rogers' information shall constitute a material breach of this Agreement and may result in termination of the Agreement, as well as claims for damages or injunctive relief.

(c) 禁止使用Rogers的信息：未经Rogers事先书面同意，卖方不得将Rogers的任何机密信息、专有数据或其他敏感信息输入、上传或以其他方式披露给任何AI系统、机器学习工具或类似技术。任何未经授权的披露或使用Rogers的信息均构成对本协议的重大违反，可能导致协议终止以及索赔损害赔偿或禁令救济。

(d) Compliance and Security: Seller shall implement appropriate safeguards to ensure on an ongoing basis that any AI technologies used in connection with this Agreement comply with applicable laws, regulations, and industry standards, including those related to data privacy and security.

(d) 合规与安全：

卖方须实施适当的保障措施，以持续确保与本协议相关的任何AI技术符合适用的法律、法规和行业标准，包括与数据隐私和安全相关的规定。

(e) Seller shall ensure that all Seller personnel using AI tools are properly trained and that Seller's AI policies are regularly updated to reflect the latest developments in AI technology

and related ethical guidelines.

(e) 卖方须确保所有使用AI工具的卖方人员经过适当培训，并且卖方的AI政策会定期更新，以反映AI技术及相关伦理准则的最新发展。

(f) Rogers reserves the right to audit Seller's compliance with these AI-related requirements and to terminate the Agreement for any material non-compliance.

(f) 审计权利：

Rogers保留审计卖方对这些与AI相关要求的合规性的权利，并有权因任何重大不合规行为终止协议。

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

免税证明：根据经修订的《康涅狄格州一般法规》（1958年修订版）第12-412(4)节的规定，本订单上标明不征税的物品免征康涅狄格州销售和使用税，包括购买材料、工具和燃料，或作为成品的组成部分转售。在其他州购买上述产品，要么作为成品不可分割的一部分转售，要么在制造或生产此类成品的过程中直接消费以供销售。如果这些采购用于上述规定以外的任何其他目的，罗杰斯有责任报告并支付税款康涅狄格州纳税账号：0570424-000