

GENERAL TERMS OF PURCHASE

(Version October 2025)

1. General

These general terms of purchase (also referred to herein as the “Agreement”) apply to, except as otherwise agreed by the Parties in writing, any order coming from Rogers BV including any order (“Order”) coming from a framework agreement closed with Rogers BV, as well as to any purchase agreement closed between Rogers BV and the Supplier/Contractor (each, a “Party” and collectively, the “Parties”).

The general terms of sale of the Supplier/Contractor are explicitly excluded. In case of contradiction between these general terms of purchase and the specific terms of any Order, the latter will have priority.

The Supplier/Contractor declares to have taken knowledge of these general terms of purchase and acknowledges that they are in full part of the agreement between the Parties.

2. Order

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

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

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

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

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

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

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

Each beginning of execution of the Order by the Supplier/Contractor indicates its acceptance of both the general terms of purchase and any special terms of purchase that apply to the Goods or Services to be delivered.

3. Delivery

All deliveries must be accompanied by delivery documents which contain at least the documents mentioned by Rogers BV on the Order form.

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

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

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

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

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

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

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

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

4. Transfer of property – risk of transport

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

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

5. Invoicing

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

All Invoices must mention among other things, the following information: Order Number, Order Date, Number of Working Order (if applicable), Serial Number, Divisional Number.

The Invoices must cover the complete Order. If Rogers BV provides advance written approval of partial shipments, Partial Invoices for the Partial Deliveries must be limited to the actual delivered quantities.

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

Rogers BV will pay the Invoices upon receipt of the goods within 60 days from the Invoice Date, which shall be dated no earlier than the date of delivery, unless explicitly agreed otherwise in writing. Late payment can only lead to the payment of the conventional interests and/or damages provided that the Supplier/Contractor has declared Rogers BV in default in writing.

6. Intellectual property

All technical data, Spare Parts lists, Instruction manuals and other information provided and requested by Rogers BV at the time of the Order, remain the full property of Rogers BV.

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

Warranty and Indemnification: Supplier/Contractor represents and warrants to Rogers BV that no use or sale of any item to be delivered hereunder, alone or in any combination recommended, specified or known by Supplier/Contractor, and no service supplied or work performed hereunder by Supplier/Contractor, its agents, employees or representatives, will infringe any patent, copyright, trademark, service mark or other intellectual property right. Supplier/Contractor agrees to indemnify and hold Rogers BV and its customers harmless from and against any and all costs, damages, and expenses (including without limitation prompt reimbursement of legal fees and expenses, expended or incurred by Rogers BV to defend itself therefrom or otherwise as a consequence thereof) and all judgments and decrees resulting from any actual or alleged infringements or contributory infringement of any patent, copyright, trademark, service mark or other intellectual property right by such use or sale of any such item or by any services supplied or work performed hereunder by Supplier/Contractor, its agents, employees or representatives.

7. Code of Business Ethics

Supplier/Contractor agrees to abide by the Rogers Code of Business Ethics and flow down its requirements to its suppliers and subcontractors. For more information on Rogers Corporation Code of Business Ethics, please consult www.rogerscorp.com.

8. Data protection and privacy

In the event the Parties receive any personal data according to the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("General Data Protection Regulation", GDPR) (hereinafter "Personal Data"), each Party shall

comply with the applicable EU data protection law(s), regulations, treaties or directives (collectively the “Privacy Regulations”). Each Party warrants that any such personal data will be collected, processed and used in accordance with the applicable privacy policies and requirements of the Privacy Regulations. For more information on Rogers Corporation’s Privacy Policy, please consult www.rogerscorp.com.

9. Artificial Intelligence

Supplier/Contractor’s use of artificial intelligence (AI) technologies in connection with Rogers BV matters shall be subject to the following requirements:

- a) **Disclosure of AI Usage:** Supplier/Contract shall disclose to Rogers BV, 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.
- b) **Human Oversight:** Supplier/Contractor 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.
- c) **Prohibition on Use of Rogers BV’s Information:** Supplier/Contractor shall not input, upload, or otherwise disclose any of the Rogers BV’s confidential information, proprietary data, or other sensitive information into any AI systems, machine learning tools, or similar technologies without Rogers BV’s prior written consent. Any unauthorized disclosure or use of Rogers BV’s 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.
- d) **Compliance and Security:** Supplier/Contractor 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.
- e) Supplier/Contractor shall ensure that all Supplier/Contractor personnel using AI tools are properly trained and that Supplier/Contractor’s AI policies are regularly updated to reflect the latest developments in AI technology and related ethical guidelines.
- f) Rogers BV reserves the right to audit Seller's compliance with these AI-related requirements and to terminate the Agreement for any material non-compliance.

9. EXPORT CONTROLS AND ECONOMIC SANCTIONS

- a) Supplier/Contractor 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 BV or any of its affiliates to be in violation of or subject to sanctions or penalties under Trade Control Laws.
- b) Supplier/Contractor warrants that neither Supplier/Contractor, 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) Supplier/Contractor shall not deliver Products to Rogers BV 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 BV's request, Supplier/Contractor shall provide Rogers BV with the export control classification and Harmonized Tariff Schedule code of any items that Supplier/Contractor supplies to Rogers BV, 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) Supplier/Contractor 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.

10. Termination

Rogers BV reserves the right to terminate this Order at its convenience. Immediately upon notice thereof, Supplier/Contractor immediately shall stop all work and observe any instructions from Rogers BV as to work in process, and Rogers BV shall pay Supplier/Contractor an equitable adjustment for work already performed. Rogers BV 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 Supplier/Contractor of any of the terms or conditions hereof, (ii) failure by the Supplier/Contractor 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 Supplier/Contractor's bankruptcy or insolvency. In such event, Rogers BV shall not be liable to Supplier/Contractor for any amounts, and Supplier/Contractor shall be liable for and shall hold Rogers BV harmless from, any damage, cost and expense (including consequential damages) occasioned by the Supplier/Contractor's breach or default (including, without limitation, legal fees and expenses). If it should be determined that Rogers BV 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.

11. Applicable law and Jurisdiction

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

Only the courts of the judicial district of the head office of Rogers BV will be competent to settle any dispute concerning the validity, the realization, the interpretation, the execution and/or

termination of the contractual relation between the Supplier/Contractor and Rogers BV.