

## Isola Terms and Conditions of Sale (Asia)

**1. CONTROLLING SALE DOCUMENTS.** (a) These terms and conditions of sale ("**Terms**") are incorporated into and part of the contract ("**Contract**") between Isola Asia Pacific (Hong Kong) Ltd., Isola Asia Pacific (Huizhou) Co. Ltd., Isola Asia Pacific (Taiwan) Inc., Isola Asia Pacific (Singapore) Pte. Ltd, or Isola Laminate Systems (Suzhou) Co., Ltd., as applicable ("**Isola**") and customer ("**Customer**") that consists of: (i) these Terms; and (ii) Isola order confirmation sent by e-mail or other method ("**Order Confirmation**"), Isola invoice(s) ("**Invoice**"), and the parties' current written agreement, if any, for the sale of laminate and pre-preg materials, other goods, and related services ("**Goods**").

(b) If there is a conflict between these Terms and any other Contract-related document, the terms will apply in the following order of precedence: (i) the parties' current, signed written agreement; (ii) Invoice; (iii) Order Confirmation; and (iv) these Terms.

**2. ACCEPTANCE OF TERMS.** Isola offers to sell and deliver Goods to Customer in accordance with the Contract terms. Acceptance of this offer is expressly limited to the Contract terms. Any confirmatory action by the Customer or acceptance of Goods constitutes acceptance of the Contract. Isola objects to and rejects any additional or different terms proposed by Customer including Customer's terms of purchase. Order fulfillment does not constitute acceptance of Customer's terms and does not serve to modify or amend the Contract.

**3. DELIVERY, ALLOCATION AND CANCELLATION.**

(a) Isola will deliver Goods to the address specified on Customer's order ("**Delivery Location**"). Isola delivery dates are approximate. Isola may deliver the Goods in installments. Isola will use commercially reasonable efforts to: (i) meet Isola's stated delivery dates when Customer provides all necessary order and delivery information sufficiently prior to such delivery date; and (ii) give as much notice as reasonably possible of any change. Isola will not be liable for any changed or missed delivery date. Customer is responsible for costs resulting from Customer's delay in unloading and releasing transportation equipment.

(b) If, for any reason, Isola is unable to supply the total demand of Goods ordered, Isola will provide written notice and may allocate its available supply of the Goods among any or all purchasers or users (including Isola and its affiliates) or make partial shipments on such basis as it may deem fair and practical without liability for any failure of performance which may result therefrom ("**Order Allocation Supply**").

(c) Isola reserves the right to cancel any order for Goods owing to (i) its inability to perform due to a Force Majeure Event (as defined below); (ii) any of the events giving rise to termination in Section 14; or (iii) any other reason that Isola finds it impossible, despite its best efforts, to perform hereunder.

(d) Once Isola issues an Order Confirmation, Customer may not cancel such order without Isola's written consent.

**4. QUANTITY.** Isola's shipment of Goods varying not more than +/- 10% in quantity from that ordered will be considered fulfillment of the Order.

**5. TITLE AND SHIPPING TERMS.** Risk of loss of Goods passes to Customer upon delivery of Goods to a carrier at Isola's shipping dock, even if Isola agreed in a separate document to pay freight, transportation, or insurance charges. Unless otherwise agreed to in writing, delivery will be Ex Works Isola Asia facility (Incoterms 2020). If Isola pays freight, Isola will designate the means of transportation and routing - in which case if Customer elects a more expensive alternative, Customer will be responsible for any increase in such costs. Until payment in full has been made, Isola retains title to the Goods and may repossess the Goods.

**6. MODIFICATION.** Isola may modify its process, suppliers, or materials for Goods, as long as Goods continue to meet applicable Isola specifications. Customer is responsible for testing Goods to determine suitability for its needs.

**7. PRICE.** Prices are set forth in the Isola quote or price list provided to Customer, unless otherwise stated in Isola's Order Confirmation or Invoice ("**Price**"). Isola reserves the right to change its prices if increases or decreases in costs occur subsequent to contract conclusion, in particular as a result of labor agreements, government regulations, market conditions, unforeseen events, or changes in prices of raw materials, packing, maintenance, transport or insurance. Isola will notify the Customer immediately with any price adjustment. During periods of Order Allocation Supply, Isola reserves the right at its sole discretion to engage with Customers to discuss Price changes based on market dynamics. Prices are exclusive of all VAT, sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer will be responsible for payment of all such taxes and charges, and any related reporting

requirements. However, Customer is not responsible for any taxes imposed on Isola's income, real or personal property, or other assets.

8. **PAYMENT TERMS.** Customer will pay all invoiced amounts due to Isola within thirty (30) days of the Invoice date, unless otherwise agreed to by the parties. Late payments are subject to a rate of 1.5% per month. Customer will pay all invoiced amounts in the currency stated on Isola's Order Confirmation and Invoice upon delivery of Goods. In addition to other remedies available, Isola may suspend delivery of any Goods if Customer fails to pay any amounts when due.

9. **LIMITED WARRANTY.** (a) Isola warrants Goods will comply with the specifications set forth in the IPC standard referenced in the applicable Isola written technical specifications or data sheet in all material respects: (i) for a period of six (6) months from the date of shipment for laminates; and (ii) for a period of three (3) months from the date of shipment for pre-pregs ("**Product Warranty**").

(b) The Product Warranty does not apply to: (i) samples or Goods designated as experimental or for development purposes; (ii) Goods that Customer failed to inspect within 48 hours of delivery; (iii) Goods used, sold, or distributed by Customer despite failing its tests; (iv) any product obtained from an unauthorized third party; or (v) any defects caused by: (1) neglect, misuse, or mistreatment by an entity other than Isola, including improper storage, installation, or testing; (2) alteration or modification in any way by an entity other than Isola; or (3) Customer's design, specifications, or instructions for Goods unless expressly agreed to in writing by an authorized Isola representative. Warranty claims may only be made by Customer and are not assignable to third parties. Isola may provide technical, applications, or design advice; quality characterization; reliability data; or other services. These services do not expand or otherwise change Isola's Product Warranty, nor imply or otherwise assign any design or manufacturing rights, or related intellectual property rights. If Isola determines that Goods returned to Isola within the warranty period do not conform to the Product Warranty, then Isola, in its discretion, will either repair or replace Goods, or credit Customer's account for Goods.

(c) EXCEPT AS SET FORTH IN THIS SECTION 9, GOODS ARE PROVIDED "AS IS." ISOLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR OTHERWISE, REGARDING THE GOODS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE REMEDIES IN SECTION 9 ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND ISOLA'S SOLE LIABILITY FOR ANY BREACH OF THE PRODUCT WARRANTY.

10. **INDEMNITY.** Customer will indemnify Isola against any damages, liabilities, or costs finally awarded against Isola or agreed to by Customer as settlement or compromise, and Customer will defend Isola against any claim, suit, or proceeding brought against Isola, relating to: (a) Isola's manufacture of Goods in compliance with Customer's design, instructions, or specifications; (b) Customer's modification or alteration of the Goods; (c) Customer's integration or incorporation of Goods with other products; and (d) Customer's breach of the Contract.

11. **LIMIT OF LIABILITY.** ISOLA IS NOT LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, LIABILITIES, COSTS, OR EXPENSE OF ANY KIND. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COSTS OF SUBSTITUTE GOODS OR SERVICES, RETESTING, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, OR BUSINESS INTERRUPTION. NO CLAIM, SUIT, OR ACTION WILL BE BROUGHT AGAINST ISOLA MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED. ISOLA'S AGGREGATE LIABILITY WILL NOT EXCEED THE TOTAL AMOUNT PAID TO ISOLA FOR THE PARTICULAR GOODS SOLD UNDER THIS CONTRACT WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.

CUSTOMER UNDERSTANDS AND AGREES THAT THE FOREGOING LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY ARISING FROM NEGLIGENCE OR ANY OTHER LIABILITY NOT EXCLUDABLE BY LAW.

12. **COMPLIANCE WITH LAW.** Customer has and will maintain in effect all licenses, permissions, authorizations, consents, and permits needed to carry out its obligations under this Contract. Customer has complied and will comply with applicable laws and regulations, including export and import laws of the countries involved in the sale of Goods. Further, for Goods manufactured by ISOLA USA Corp.: (a) Customer will not use such Goods for any purpose connected with chemical, biological, or nuclear weapons, or missiles capable of delivering such weapons, nor will such Goods be resold by Customer if they are intended or likely to be used for such purpose; and (b) Customer will not export, re-export, release, or disclose such Goods to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Commerce Department's Denied Persons List or Entity List, or any lists maintained by the U.S. Office of Foreign Assets Control and the U.S. Department of

Homeland Security, which lists may be revised from time to time. Customer assumes all responsibility for shipments of Goods requiring any government import clearance. Isola may terminate this Contract if any governmental authority imposes antidumping or countervailing duties or other penalties on Goods.

13. **PROPER BUSINESS PRACTICES.** Customer will not pay, promise to pay, or authorize the payment of, any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision, obtaining or retaining business, or foregoing any act, in connection with this Contract. Customer will comply with applicable laws concerning improper or illegal payments and gifts or gratuities, including the U.S. Foreign Corrupt Practices Act, UK Bribery Act, and other similar applicable state, local, or foreign laws. If Customer, its agents, or its representatives breach this Section 13 then Isola may terminate Customer's order without liability of any kind and recover from Customer any loss resulting from such termination.

14. **TERMINATION.** In addition to any remedies provided under these Terms, Isola may terminate this Contract with immediate effect upon written notice to Customer if Customer: (a) fails to pay amounts due for ten (10) business days after Customer's receipt of Isola's written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, reorganization, or assignment for the benefit of creditors. If Isola terminates this Contract, Isola may suspend deliveries, and will be entitled to cancellation charges for finished Goods and work in progress that Isola started to reasonably meet the delivery schedule, as well as to any quantity price adjustments reflecting volume pricing quoted for quantities ordered but cancelled due to Customer's default, and all costs, direct and indirect, incurred or committed, plus prorated anticipated profits. Continued shipment after Customer's default will not constitute a waiver of Isola's rights or remedies.

15. **CONFIDENTIAL INFORMATION.** All Isola non-public, confidential or proprietary information, including specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Isola to Customer, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked or otherwise identified as "confidential," in connection with this Contract is confidential, solely for the use of performing this Contract, and may not be disclosed or copied without Isola's prior written consent. Isola will be entitled to injunctive relief for any violation of this Section 15. This Section 15 does not apply to information that is: (a) in the public domain; or (b) rightfully obtained on a non-confidential basis from a third party. If there is a conflict between this Section 15 and the terms of a stand-alone non-disclosure or confidentiality agreement to which Customer and Isola are parties, the terms of the stand-alone agreement will control.

16. **FORCE MAJEURE.** Isola is not liable for failure or delay in performance due to acts or circumstances beyond Isola's reasonable control including acts of God, flood, fire, earthquake, explosion, pandemic, governmental actions, war, invasion, terrorist threats or acts, riot, or other civil unrest, lock-outs, strikes or other labor disputes, restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage ("**Force Majeure Event**"). Isola will not be liable for damages, whether direct, incidental, or consequential, and (a) the time for performance shall, at Isola's option, be extended in whole or in part until the termination of the Force Majeure Event and for an additional period thereafter reasonably necessary to cure the effects thereof, or (b) at Isola's option, a part or all of the Goods affected may be eliminated from the contract of sale, without any liability to Isola; and the contract price will be appropriately reduced.

17. **ASSIGNMENT.** Customer will not assign any of its rights or delegate any of its obligations under this Contract without Isola's prior written consent.

18. **GOVERNING LAW AND ARBITRATION.** The Contract will be governed by the laws of the country in which the Isola entity providing the Goods is located. All international conventions relating to the international sale of goods are excluded. The parties will use commercially reasonable efforts to resolve disputes amicably, including designating senior managers who will meet to resolve any such dispute. If the senior managers do not resolve the dispute within thirty (30) days of first written request, then any dispute or claim related to the Contract, including the validity, invalidity, breach, or its termination, will be settled by arbitration.

If Isola Asia Pacific (Hong Kong) Ltd. has provided the Goods, the arbitration will be submitted to the Hong Kong International Arbitration Centre located in Hong Kong and will be conducted according to rules of the Arbitration Centre in force when the Notice of Arbitration is submitted in accordance with these rules.

If Isola Asia Pacific (Huizhou) Co. Ltd. or Isola Laminate Systems (Suzhou) Co. Ltd. has provided the Goods, the arbitration will be submitted to Shanghai International Economic and Trade Arbitration Commission (also known as the Shanghai International

Arbitration Center; previously known as the China International Economic and Trade Arbitration Commission Shanghai Commission, hereinafter referred to as "SHIAC") located in Shanghai, PRC and will be conducted according to rules of the Commission in force when the Notice of Arbitration is submitted in accordance with these rules. The parties will at all times comply with and observe all requirements and rulings of SHIAC made in relation to any controversy submitted to SHIAC for resolution. Submission of evidentiary documents may be in copies without the need of notarization unless specifically ordered by the SHIAC tribunal. Any interim decisions or orders by the SHIAC tribunal will be binding, and sanctions may be given on failures of any party in implementing such interim decision or order.

If Isola Asia Pacific (Taiwan) Inc., has provided the Goods, the arbitration will be submitted to the Arbitration Association of the Republic of China located in Taipei, ROC and will be conducted according to rules of the Association in force when the Notice of Arbitration is submitted in accordance with these rules.

If Isola Asia Pacific (Singapore) Pte. Ltd, has provided the Goods, the arbitration will be submitted to the Singapore International Arbitration Centre will be conducted according to rules of the Centre in force when the Notice of Arbitration is submitted in accordance with these rules.

In all cases, the arbitration proceedings will be confidential and conducted by three (3) arbitrators in English. The arbitrator(s) will have no authority to award punitive damages, attorneys' fees and related costs or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the Contract and applicable law. The award of the arbitrator(s) will be final, binding and non-appealable, and judgment may be entered in any court of competent jurisdiction. All statements made or materials produced in connection with this dispute resolution process and arbitration are confidential and will not be disclosed to any third party except as required by law or subpoena. The parties intend that the dispute resolution process described here will be their exclusive remedy for any dispute arising under or relating to the Contract or its subject matter.

19. **NOTICES**. All notices will be in writing and addressed to the parties at the addresses set forth on the face of Isola's Order Confirmation or to such other address that may be designated by the receiving party in writing. All Notices will be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Notice is effective only upon receipt of the receiving party.

20. **SEVERABILITY**. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. **SURVIVAL**. Provisions of this Contract which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Contract including Sections 9 (Limited Warranty), 10 (Indemnity), 11 (Limit of Liability), 12 (Compliance with Laws), 14 (Termination), 15 (Confidential Information), 17 (Assignment), 18 (Governing Law), 19 (Notices), 20 (Severability), and 21 (Survival) of these Terms.

22. **ENTIRE AGREEMENT**. The Contract constitutes the entire agreement of the parties concerning the Goods, and supersedes all other representations, communications, and agreements not referenced in Section 1 regarding order of precedence. No modification or waiver of any term is effective except those made in writing signed by an authorized Isola representative.