

Isola Terms and Conditions of Purchase

1. **CONTROLLING DOCUMENTS.** These terms and conditions of purchase ("**Terms**") are incorporated into and made part of the contract ("**Contract**") between the Isola entity named on an Order ("**Isola**") and supplier ("**Supplier**") that consists of: (a) these Terms; (b) an Isola purchase order issued to Supplier or a current written agreement signed by both parties ("**Order**") for the purchase or license of goods or services ("**Goods**"); and (c) any change orders or other attachments identified in the Contract or Order. If there is a conflict between these Terms and any other Contract related document, the terms of each will apply in the following order of precedence: (i) the parties' current written agreement for the purchase of Goods; (ii) the applicable Isola purchase order; (iii) these Terms; and (iv) any applicable change orders or other attachments identified in the Contract.

2. **ACCEPTANCE.** Isola's purchase is conditioned on Supplier's acceptance of the Contract as the exclusive terms applicable to the parties' performance. Supplier's general terms and conditions of sale or any other Supplier terms are expressly excluded. The Order is not binding on Isola until Supplier accepts the Order either: (a) in writing (e.g., acknowledges receipt of the Order by email), or (b) by performing in accordance with the Order. If Supplier does not accept the Order in writing or provide written notice that it commenced performance within two (2) business days of Supplier's receipt of the Order, the Order will be deemed accepted unless Isola withdraws the Order by providing Supplier written notice. Isola is not obligated to any minimum purchase or future purchase obligations under the Contract.

3. **DELIVERY DATE AND LOCATION.** Supplier will deliver Goods in the quantities and on the date(s) specified in the Order or as otherwise agreed in writing by the parties ("**Delivery Date**"). Timely delivery of Goods is of the essence. All Goods will be delivered to the address specified in the Order ("**Delivery Location**") during normal business hours or as Isola otherwise instructs. If Supplier fails to deliver Goods or complete services as scheduled, Isola may, at Isola's sole discretion: (a) assess such amounts as may be set on the face of the Order as liquidated damages for the agreed delay period; (b) require Supplier, at Supplier's cost, to forward all Goods by fastest method to the destination point determined by Isola; (c) buy the undelivered Goods and/or services elsewhere and charge Supplier the excess cost and expenses over the price set forth in the Order; and/or (d) suspend or terminate the Order in accordance with Section 22.

4. **QUANTITY.** Supplier's shipment of Goods varying not more than +/- 5% in quantity from that ordered will be considered fulfillment of the Order. However, Isola may reject all or any excess Goods. Rejected Goods will be returned at Supplier's risk and expense. If Isola does not reject Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for Goods will be the unit price multiplied by the quantity delivered.

5. **TITLE AND SHIPPING TERMS.** Title passes to Isola upon delivery of Goods to the Delivery Location. Supplier bears all risk of loss or damage to Goods until such delivery. Unless otherwise specified on the face of the Order or agreed in writing, delivery of Goods from inside the U.S. will be prepaid to Isola's Delivery Location, and delivery of Goods from outside the U.S. will be FCA (Supplier's facility)(Incoterms 2020). Supplier will notify Isola in writing when Goods are delivered to the transportation carrier. Supplier will mark all shipping documents with the Order number

and provide such documents to Isola, including the commercial invoice, packing list, air waybill/bill of lading, and any other documents necessary to release Goods to Isola on the same day Supplier delivers Goods to the transportation carrier. In addition, for shipments from outside the U.S., Supplier's packing materials will comply with Isola's International Supplier Custom Requirements posted on Isola's website, as updated from time to time, in order to meet U.S. regulations and clear cargo with customs.

6. **PACKAGING.** Unless otherwise specifically provided on the face of the Order, Goods will be packed in accordance with standard commercial practices. Supplier will attach a complete packing list to the outside of each packing container, mark all shipments with bar code labels meeting Electronic Industries Association Outer Shipping Container Bar Code Label Standard EIA-556-A, and ensure that all packaging complies with the Directive 94/62/EC on packaging and packaging waste (Dec. 20, 1994) as implemented by the various member states of the European Union, as well as with similar laws in other jurisdictions, as applicable. Supplier will include all information required by the RoHS Directive, the WEEE Directive or other laws. Supplier will ship Goods in a manner which complies with all laws including ICC regulations and which is adequate to ensure safe arrival of Goods at the destination. The country of origin for all goods shipped across international borders will be marked in a conspicuous location as legibly and permanently as the nature of the article or container will permit, so as to clearly indicate to Isola and customs the origin of the Goods. Supplier must give Isola prior written notice if Supplier requires Isola to return packaging material, which will be at Supplier's expense.

7. **CHANGE.** No change to the Order is binding upon Isola unless it is in writing, specifically states it amends the Order, and is signed by an Isola authorized representative. If Isola authorizes a change that will result in additional cost or time to perform the Order, Supplier must promptly notify Isola. If Isola can substantiate the additional cost or time, then the parties will negotiate an equitable price adjustment, delivery schedule, or both. Isola may cancel the uncompleted portion of the Order without liability.

8. **QUALITY.** Supplier will meet or exceed Isola's quality standards for Goods as specified by Isola including, for example, possess certification in an applicable quality management system such as ISO 9001 or equivalent. Supplier will provide Isola evidence of quality standard certification upon request.

9. **INSPECTION AND REJECTION OF NONCONFORMING GOODS.** Isola may inspect the Goods, or a sample thereof, on or after the Delivery Date. Isola, at its option, may reject all or any portion of Goods if it determines Goods are nonconforming or defective. If Isola rejects any portion of Goods, Isola may, upon written notice to Supplier: (a) withdraw the Order in its entirety; (b) accept Goods at a reasonably reduced price; or (c) reject Goods and require replacement of rejected Goods. If Isola requires replacement of Goods, Supplier will, at its expense, promptly replace nonconforming Goods and pay for all related expenses, including transportation charges to return defective Goods and deliver replacement Goods. If Supplier fails to timely deliver replacement Goods, Isola may replace them with goods from a third party and charge Supplier the cost thereof and terminate the Order pursuant to Section 22(b). Any inspection or