

**Moog, Inc.-Aircraft Group**  
**Standard Terms and Conditions of Purchase**

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**ACCEPTANCE OF ORDER**

(a) This Order integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the Parties.

(b) Supplier's acknowledgment, acceptance of payment, or commencement of performance, shall constitute Supplier's unqualified acceptance of this contract.

(c) Unless expressly accepted in writing by Buyer, additional or differing terms or conditions proposed by Supplier or included in supplier's acknowledgment are objected to by Buyer and have no effect.

**DEFINITIONS**

As used throughout this Order, the following definitions apply unless otherwise specifically stated:

A. "Buyer" means Moog Ltd., Moog Wolverhampton, Ltd., Moog Cheltenham ISP, Ltd, Moog Westcott ISP, Ltd, Moog Fernau, Ltd or a subsidiary, affiliate, successor, or assignee of Moog Inc., or other entity issuing this Order, or issuing any order under any agreement to which these terms and conditions are attached or referenced therein, or to any entity to which this Order is assigned pursuant to this Order.

B. "Buyer-Funded Items " means all tooling, test equipment and material funded by Buyer under this Order, including without limitation any such items identified as a separate line item under this Order and fabricated or acquired by Supplier under this Order.

C. "Buyer-Furnished Items" means all materials, tooling, equipment, and parts for repair or service that Buyer furnishes to Supplier under the provisions of this Order

D. "Buyer's Authorized Procurement Representative" means that person designated in writing by Buyer from time to time. In the absence of such designation, it shall mean the Moog Inc. Buyer designated on the first page of this Order.

E. "Counterfeit Good(s)" means a part that is a copy or substitute without legal right or authority to do so or one whose material, performance, or characteristics are knowingly misrepresented by a supplier at any level in the supply chain. Examples of Counterfeit Goods may include, but are not limited to: (i) parts which do not contain the proper internal construction (die, manufacturer, wire bonding, etc.) consistent with the ordered part, (ii) parts which have been used, refurbished or reclaimed, but represented as new product, (iii) parts which have a different package style or surface plating/finish than the ordered parts, (iv) parts which have not successfully completed the Original Equipment Manufacturers (OEM) / Original Component Manufacturer's (OCM) full production and test flow, but are represented as completed product, (v) parts sold as up-screened parts, which have not successfully completed up-screening, or (vi) parts sold with modified labeling or markings intended to misrepresent the part's form, fit, function, grade or manufacturing date.

F. "Electronic Signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

G. "FAA" means the United States Federal Aviation Administration.

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H. "Force Majeure" means any cause beyond a party's reasonable control that affected that party without its fault or negligence, including acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, or general strikes

I. "Goods" means goods, supplies, or items that include, but are not limited to, those part numbers, model numbers, and/or descriptions set forth on the face of this Order. These terms also include computer software or hardware (including any software, firmware or other hardwired logic embedded within the hardware) delivered or to be delivered under this Order..

J. "Government" shall mean the federal government of the United States of America.

K. "Open Source" means with respect to software and any licenses of same, that software provided under a license which permits the user to run, copy, distribute, study, change, modify and/or improve the software but which prohibits the user from: (a) withholding improvements and/or modifications made by the user to the source code when and/if user thereafter distributes the software; and/or (b) adding restrictions on use when redistributing or transferring the software to third parties. For purposes of this Order, "Open Source" software shall also include "Free software" as defined by the Free Software Foundation Inc. By way of example and not limitation, "Open Source" licenses shall include such licenses as the GNU General Public License, the Mozilla Public License 1.1, Apache software License Version 2.0, the Academic Free License 2.0, and Open software License 2.0.

L. "Order", "Purchase Order" "or "Agreement" means the legally binding agreement consisting of these Standard Terms and Conditions of Purchase, together with the form purchase order to which they are attached or incorporated by reference, including change notices, supplements, amendments, or modifications thereto

M. "PMA" means parts manufacture authority

N. "Services" means any effort provided by Supplier incidental to the sale of Goods by Supplier under this Order including, without limitation, installation, repair and maintenance Services. The term "Services" shall also include, without limitation, any effort specifically required by this Order, including all associated efforts such as design, engineering, repair, maintenance, technical, construction, consulting, professional, or other services.

O. "Significant Suppliers" mean Supplier's own suppliers whose inability to provide the products or services that they currently supply would have a material adverse effect on Supplier's own ability to provide the Good and Services in accordance with the terms of this Order.

P. "Supplier" or "Contractor" means the legal entity providing Goods and/or Services or otherwise performing work pursuant to this Order.

Q. "Supplier Designed Goods" means any Goods that are not manufactured strictly in accordance with plans or drawings supplied by Buyer.

**GENERAL TERMS AND CONDITIONS OF PURCHASE**

1. Specifications

Supplier shall comply with all specifications stated in this Order and contained in Supplier's product literature or proposal to the extent that the latter are not inconsistent with the specifications stated in this Order.

2. Quantity

The quantities specified for delivery in this Order are the only quantities that Buyer wishes to purchase. If Supplier delivers quantities in excess of those specified in this Order, the Buyer shall not be required to make any payment for the excess goods and, at the Buyer's election, may keep or return the excess goods at Supplier's sole risk and expense.

3. Delivery

Supplier's timely performance is critical to the success of this Order, and time will be deemed of the essence of this Order. Supplier will make deliveries strictly in accordance with the delivery schedule contained in this Order. If the Supplier suspects or determines that deliveries will not be made in accordance with that schedule, the Supplier will advise Buyer in writing of the possible delay, the cause, and the proposed recovery schedule as soon as possible, and shall continue to notify Buyer of any material change in the situation. In the event (a) that Buyer receives such a notification; or (b) that an actual failure by Supplier to comply with the schedule occurs, Buyer may, in addition to all other remedies, require Supplier, at Supplier's expense, to ship goods via air freight or other expedited routing to avoid or minimize delay.

4. Schedule Acceleration/Deceleration

(a) Notwithstanding Section 10 "Changes", Buyer may revise the delivery schedule provided on the first page this Order without additional cost or change to the unit price stated in the applicable order if Buyer provides Supplier written notice of such changes. Upon receipt of the written notice of the change, Supplier shall make its best effort to implement the change as soon as possible but in no event shall the change be implemented later than three (3) months after notification of a schedule acceleration or two (2) months after notification of a schedule deceleration.

(b) Except for the delivery schedule provided on the first page this Order, any other planning schedule, forecast, or any such quantity estimate provided by Buyer shall be used by Supplier solely for production planning. Buyer may purchase Goods and Services in different quantities and specify different delivery dates as necessary to meet Buyer's requirements. Any such estimate shall be subject to adjustment from time to time, and such adjustment shall not constitute a change for purposes of Section 10 of this Order.

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### 5. Packing, Declaration of Origin, And Shipment

(a) Goods covered by any Order shall be shipped in accordance with ICC Incoterms, 2010 Edition. Unless otherwise specified on the face of the order, the applicable shipping and delivery Incoterms will be FCA (named place). In any event, title to Goods shall pass to Buyer on the title passage date (earlier of the Manufacturing Required Date (MRD) or the use date, unless Goods are delinquent to the MRD, in which case title passage shall occur upon arrival of such Goods at the specified delivery location). Buyer insures all Goods for which it accepts risk of loss while such Goods are in transit. Therefore, Supplier shall not declare any insurance value on such Goods shipped via any carrier.

(b) Unless otherwise specified, items will be suitably packed for their protection during transportation and shipped via the lowest cost means that are otherwise appropriate for the item in accordance with the requirements of common carriers. Supplier is responsible for contacting Buyer to resolve any questions regarding proper packing or shipment under this Order.

(c) Supplier will describe items in bills of lading in accordance with current national mode of freight or uniform freight classification, whichever is applicable. Buyer's Order number, symbols, and identification numbers must be plainly marked on all packages, bills of lading and shipping orders. Supplier will not declare any value on bills of lading if Buyer is responsible for shipping charges. If Supplier does declare a value without the permission of Buyer, all insurance charges will be deducted from the Supplier's invoice.

(d) Packing lists will accompany each box or package shipped, showing Buyer's Order number, symbols, item number and description of items. Buyer's count or weight will be final and conclusive on shipments not accompanied by packing lists.

(e) When goods provided under this Order originate outside of the United States, prior to its first shipment of goods to Buyer, Supplier shall provide Buyer a Certificate of Origin specifying the Country of Origin, including supplier name, Buyer Purchase Order number, Buyer part number, and, as requested, any other documentation that is reasonably required for Customs compliance.

(f) Without limiting the generality of Buyer's other rights hereunder, Supplier shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Supplier, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

### 6. Quality Control, Inspection, Acceptance & Rejection

(a) Supplier shall provide and maintain, without additional charge to Buyer, an inspection system that complies with all specifications stated Moog document SQR-1, which is located at [http://www.moog.com/literature/Corporate/Suppliers/SQR\\_1.pdf](http://www.moog.com/literature/Corporate/Suppliers/SQR_1.pdf) the terms of which are incorporated herein by reference

(b) Supplier shall tender to Buyer for acceptance only Goods that have been inspected in accordance with an inspection meeting the requirements of Section 6(a) above, and have been found by Supplier to be in conformity with all requirements of this

Order. Supplier shall provide with all shipments the following evidence of acceptance by its quality assurance department: (i) certified physical and metallurgical or mechanical test reports where required by controlling specifications, or (ii) a signed, dated statement on the packing sheet certifying that its quality assurance department has inspected the Goods or Services and they adhere to all applicable drawings and/or specifications.

(c) As part of the inspection system, Supplier shall prepare records evidencing all inspections made under the system and the outcome of such inspections. These records shall be complete and made available to Buyer and Buyers' customers during performance of this Order and for as long afterward as required by this Order or applicable laws and regulations, but in no event shall such period expire prior to: (i) fifteen years after delivery of the last of the Goods or Services to be delivered hereunder/or (ii) final resolution of any dispute involving the Goods delivered hereunder, whichever is later. Upon the lapse of such period, Supplier will notify Buyer prior to any destruction of such records, and Buyer shall have the right to obtain possess of such records at no cost to Buyer.

(d) If Supplier discovers that a non-conformance exists, or is suspected to exist in any Goods or Services provided to Buyer, Supplier shall provide written notification to Buyer within one day of becoming aware of this situation. This notification shall include:

- (i) the number and name of the affected Good or Service;
- (ii) a description of the non-conformance;
- (iii) the quantity, dates and destination of shipment delivered;
- (iv) suspect/affected serial number(s) or date codes, when applicable; and
- (v) whether a previous disclosure of the same non-conformance had previously been made to Buyer.

(e) Buyer may perform reviews and evaluations as reasonably necessary to ascertain compliance with this Section. Such reviews and evaluations shall be conducted in a manner that will not unduly delay work under this Order. Buyer's right of review, whether exercised or not, does not release Supplier of any of its obligations of testing, inspection, quality control and associated documentation.

(f) Buyer and Buyer's customer shall have the right to inspect and test the material and workmanship of all Goods at all places and times including, when practicable, during the period of manufacture or provision of Services. If any such inspection or test is made on the premises of Supplier, Supplier shall furnish, without additional charge to any such party(ies) all reasonable facilities and assistance for the safe and convenient performance of the inspection or test.

(g) Inspections and tests by Buyer do not relieve the Supplier of responsibility for defects or other failures to meet contract requirements discovered before acceptance.

(h) If Goods or Services are not accepted by Buyer, Buyer, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Supplier:

- (i) to correct or replace the defective or nonconforming Products Goods at no increase in contract price; this correction to be performed at the original point of delivery or

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at the Supplier's plant, at the election of Buyer's Authorized Procurement Representative, and in accordance with a reasonable delivery schedule as determined by Buyer's Authorized Procurement Representative; or

(ii) if Buyer's Authorized Procurement Representative elects not to require correction or replacement and to return such Goods to Supplier, within a reasonable time after receipt by the Supplier of notice of defects or nonconformance, to repay such portion of the purchase price that relates to the rejected items. When Goods are returned to the Supplier, the Supplier shall bear the transportation cost from the original point of delivery to the Supplier's plant or to the original point if that point was not the Supplier's plant.

(iii) If the Supplier fails to perform or act as required in paragraph (h) (i) or (h) (ii) of this clause and does not cure such failure within a period of 10 days after receipt of notice from Buyer's Authorized Procurement Representative specifying such failure, Buyer shall have the right to replace or correct such Goods or services and charge to the Supplier the cost incurred by Buyer thereby.

(i) Supplier will not redeliver corrected or rejected items without disclosing the former rejection or requirement for correction. Supplier will disclose any corrective action taken. Repair, replacement and other correction and redelivery will be completed within the original delivery schedule or such later time as Buyer's authorized Purchasing Department Representative may reasonably direct.

(j) Buyer's rights under this Section shall be in addition to and shall not be deemed to diminish its rights under this Order or under applicable law, including without limitation rights under the section hereof entitled "Warranty" or under any other warranties, express or implied, provided by Supplier.

(k) Buyer may request one or more meetings with senior management or other employees of Supplier for the purpose of discussing any aspect of Supplier's performance of this Order. Supplier shall make such persons available to meet with representatives of Buyer as soon as may be practicable following a request for any such meeting by Buyer and Supplier shall make available to Buyer any additional information, reports or other materials in connection therewith as Buyer may reasonably request.

(l) Supplier acknowledges that the Goods and Services will be utilized in the aerospace industry and that substantial consequential damages are foreseeable in that industry, including without limitation liquidated damages and penalties imposed on Customer by its own customers.

### 7. Invoicing and Payment

(a) Concurrent with each shipment under this Order, Supplier will transmit one original invoice to Buyer's Accounts Payable Department at the address or email address shown on the face of this Order. This invoice will be payable in 60 days following its receipt by Buyer. Unless otherwise specified elsewhere in this Order, the invoice will be payable in the functional currency of Buyer, which is Great Britain Pounds Sterling. Delays in receiving invoices, errors or omissions on invoices, or lack of supporting documentation will be cause for Buyer withholding payment without losing any applicable discount privileges.

Payment for the items delivered under this Order will be made in accordance with Order terms, following receipt of a valid invoice, or acceptance of such delivered items, whichever is later.

(b) Payment shall be deemed to have been made as of the date of mailing of Buyer's payment or electronic funds transfer.

(c) Unless otherwise specified, prices exclude VAT include all applicable taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice. Prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.

(d) If Supplier commits any breach under this agreement, including without limitation the delivery of non-conforming goods, untimely or incomplete delivery, or breach of any representation or warranty hereunder, until such time as (i) the breach is fully cured; and (ii) Supplier has instituted a cure plan satisfactory to Buyer to insure that such breach will not re-occur, Buyer shall be entitled to a discount of five percent from all amounts owing under all invoices outstanding on the date the breach occurred, and any additional invoices issued during the period until the cure plan is fully implemented.

(e) Without limiting the generality of Buyer's other rights hereunder, Buyer has the right of set-off against any payments due or at issue under the Order or any Order between Buyer and Seller. Buyer may withhold from payment to Seller in an amount sufficient to reimburse Buyer for any loss, damage, expense, cost or liability relating to Seller's failure to comply with any requirements of the Order.

### 8. Warranty

(a) Supplier warrants that, for a period of forty eight months from acceptance by Buyer, all items furnished under this Order will conform to all specifications and requirements of this Order, be fit for their intended use, be free from defects in materials and workmanship and be free from all liens and encumbrances. To the extent items are not manufactured pursuant to detailed designs and specifications furnished by Buyer, the items will be free from design and specification defects. With respect to all items delivered to Buyer in digital format (including without limitation data and software), and any electronic media, Supplier represents and warrants that they will be free of viruses, Trojans, spyware and any other type of malware or other programming not disclosed to Buyer. All warranties under this Order will survive inspection, test, acceptance and payment for the items, will run to Buyer and its successors, assigns and customers and will begin after Buyer's acceptance of the items.

(b) Buyer may, at its option, either: (i) return the items for credit or refund, or (ii) require prompt correction or replacement of the defective or non-conforming items. The return to Supplier of defective or non-conforming items and redelivery to Buyer of corrected or replaced items will be at Supplier's expense.

(c) If Buyer elects to have an item corrected (whether for non-conformance or breach of warranty), the following terms shall apply:

(i) the following warranty shall apply to the corrected Good or Service:

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(A) With respect to a defect in material or workmanship or conformity to this Order, a correction will be free of such defects for the remainder of the initial warranty period set forth in Section 8(a) above, or for period of eighteen (18) months from the date of return shipment of the corrected Good or Service by Supplier to Buyer, whichever ends later.

(B) As to a defect in design, the corrected Good will be free from such defects for the remainder of the initial warranty period set forth in Section 8(a) above, or for a period of Twenty-four (24) months from the delivery of such corrected Good or Service by Supplier to Buyer, whichever ends later

(ii) The turnaround time (beginning with receipt by Supplier) for corrections to Goods will be:

(A) Fourteen (14) calendar days or less for electronic Goods.

(B) Twenty-eight (28) calendar days or less for other Goods

(iii) During the warranty period, Buyer will not be charged for Supplier's tests on Goods returned for correction for which Supplier is unable to locate any fault.

(iv) Supplier shall be responsible for all freight, insurance, customs and other transportation-related charges for Goods returned for correction.

(d) Regardless of whether the parties disagree about the existence of a breach of this warranty, Supplier will promptly comply with Buyer's direction to: (i) repair, rework or replace the items, or (ii) furnish any materials, parts and instructions required for Buyer to successfully correct the defect or nonconformance or have it corrected at Supplier's expense. If Buyer later determines that Supplier did not breach this warranty, future payments will be adjusted for actual costs incurred by Supplier.

(e) Buyer's rights under this Section shall be in addition to and shall not be deemed to diminish its rights under this Order or under any applicable law, including without limitation rights relating to non-conforming goods delivered by Supplier, regardless of when such non-conformity is discovered.

**9. Price Warranty**

Supplier warrants that the prices for the Goods or Services provided to Buyer hereunder are not more than those currently extended to any other customer for the same or similar Goods or Services in similar quantities. In the event Supplier reduces its price for such Goods or Services during the term of this order, Supplier agrees to reduce the prices charged to Buyer hereunder correspondingly.

**10. Changes**

(a) Buyer may, at any time and without notice to third parties, including sureties (if any), unilaterally make changes to this Order, including, but not limited to, changes in whole or part and to any one or more of the following: (i) shipping or packing instructions, (ii) place of delivery, (iii) any drawings, designs, or specifications, (iv) the statement of work, (v) the method or manner of performance of the work, and (vi) Buyer-furnished property, facilities, equipment, materials, or Services. Any such change shall be requested in writing by Buyer's Authorized

Procurement Representative, and Supplier shall perform any changes so ordered by Buyer.

(b) If any change under this clause causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in price or delivery schedule or both, and the Order shall be modified in writing accordingly. Any claim by Supplier for adjustment, must be asserted in writing not later than fifteen (15) calendar days after the date of receipt by Supplier of the change order or shall be deemed to be waived. Supplier's complete change proposal, fully supported by factual information, shall be submitted to Buyer's Authorized Procurement Representative within 30 days of Supplier's receipt of the written notice of change, provided, however, that no claim for equitable adjustment hereunder shall be allowed if it is asserted after final payment of this Order.

(c) If the cost of property or material made obsolete or excess as a result of a change is included in Supplier's claim for adjustment, Buyer shall have the right to prescribe the disposition of such property or material.

(d) Buyer's engineering and technical personnel may from time to time render assistance or give technical advice or discuss or affect an exchange of information with Supplier's personnel concerning the work hereunder. Any such action shall not be deemed to be a change under this clause and shall not be the basis for equitable adjustment.

**11. Parts Obsolescence**

When Supplier has knowledge that any hardware item or material to be provided in performance of this Order is obsolete, is marked for impending obsolescence, or has an established end of production date, Supplier shall immediately give written notice thereof, including all relevant information with respect thereto, to Buyer. Such notice shall include, but not be limited to (1) complete details of which parts are affected, including rated Mean Time Between Failure (MTBF) , where available; (2) date of obsolescence; (3) end of production date; (4) reason for obsolescence; (5) pricing and availability of last-time buy; (6) supportability terms (repair and warranty) for last-time buy; and (7) Supplier's recommendation for replacement hardware inclusive of known impacts to performance, pricing, availability, and lead time. Supplier's initial notifications of obsolescence shall be made through the end of the contracted warranty period for the items provided under this order. Supplier shall bear all costs related to parts obsolescence.

**12. Buyer-Furnished and Buyer-Funded Items**

(a) Title to Buyer-Funded Items shall vest in Buyer upon any payment for such items. Title to any Buyer-Furnished Items shall remain with Buyer or Buyer's customer as the case may be.

(b) Any Buyer-Furnished Items and any Buyer-Funded Items shall be used only for and in the performance of this Order unless otherwise directed by Buyer in writing.

(c) Upon completion or termination of this Order, any Buyer-Furnished Items and any Buyer-Funded Items shall be dispositioned in accordance with instructions from Buyer. In the absence of any such instructions, Supplier will return all such items at Supplier's own expense to Buyer's facility listed on the

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first page of this Order within 45 days following the date of completion or termination of this Order

(d) Supplier agrees, as a condition of this Order, that it will: (i) properly mark/label, identify and segregate any and all Buyer-Furnished Items and Buyer-Funded Items in connection with this Order in such fashion as to clearly identify such items as being the property of Buyer or Buyer's customer as the case may be, at all stages of its possession by Supplier; (ii) prevent the commingling of Buyer-Furnished Items and Buyer-Funded Items with other material in the Supplier's possession except in accordance with applicable Buyer specifications or Buyer's written approval; and (iii) be responsible for risk of loss or damage with respect to any Buyer-Furnished Items and Buyer-Funded Items at all times while they are in the custody, care, or control of Supplier, including Supplier's own suppliers, and while in the hands of carriers with responsibility for such materials; and (iv) shall be responsible to provide confirmation of the foregoing as requested by Buyer. If Buyer requests, Supplier agrees to enter a bonded stores agreement or a similar agreement containing such additional provisions as Buyer may reasonably request to protect the interests of Buyer and/or Buyers' customers in Buyer-Furnished Items and Buyer-Funded Items

(e) Supplier will maintain a policy or policies of insurance covering all property on Supplier's premises owned by Buyer against loss or damage. A certificate verifying such insurance will be submitted by Supplier to Buyer on request.

(f) Supplier, upon request, will provide a schedule of all quantities on hand of Buyer-Furnished Items and Buyer-Funded Items.

(g) When Buyer provides Buyer-Furnished Items for the manufacture of parts or assemblies, Supplier shall not substitute material from any other source nor shall Supplier or its subcontractors alter the Buyer-Furnished Item's physical or chemical properties except in accordance with applicable Buyer specifications or with Buyer's written approval.

(h) Supplier agrees not to copy or duplicate any Buyer-Funded Items, special tooling or special test equipment for any purpose other than performance of this or other Orders for Buyer, and further agrees that it shall not use or transfer to any person, firm or corporation, copies or duplicates of any such Buyer-Funded Items, special tooling or special test equipment acquired or fabricated under any previous Order for the development or production of particular supplies or parts, or the performance of particular Services required under this Order, for any purpose other than performance of orders for Buyer.

(i) If such Buyer-Furnished Items are not delivered to Supplier in sufficient time, the resultant delay of Supplier in delivering to Buyer shall be treated in accordance with Section 26, "Force Majeure", but Buyer shall not incur any liability to Supplier in connection with the delivery of Buyer-Furnished Items.

**13. Special Tooling**

Unless otherwise specified in this Order, the price includes the cost of gauges, jigs, fixtures, dies, molds, tools, patterns, and similar items of special tooling that may be manufactured or acquired by Supplier for use in the manufacture, fabrication, or assembly of the Goods called for herein, and these shall be considered Buyer-Funded Items.

**14. Access To Supplier's Facilities**

(a) Buyer, Buyer's customers and relevant regulatory authorities will have access to Supplier's, and all other, facilities involved in this Order, where they will have access to all procedures, practices, processes, associated documents and records related to any aspect of the performance of this Order. This right of access shall include the rights to perform inspections, surveillance and tests, and the right to determine and verify the quality of work, records and material. No charge will be imposed by Supplier in connection with this right of access.

(b) If Supplier is located in or subcontracts with Significant Supplier located in a country which does not have a bilateral airworthiness agreement with the United States, Supplier will obtain and maintain on file and require its affected Significant Supplier(s) to obtain and maintain on file, subject to review by Buyer, a letter from the applicable government where the Goods or elements thereof are to be manufactured stating that Buyer, Buyer's customers and the FAA will be granted access to perform inspections, surveillance and tests and to review procedures, practices, processes and related documents related to quality assurance, quality control, flight safety, and configuration control.

(c) Supplier will include a provision granting the same access rights to the same parties in all of its contracts with its Significant Suppliers.

**15. Supplier Changes In Product, Manufacturing Location, Or Process Definition**

(a) Buyer must be promptly notified in writing of changes in product, manufacturing location, or process definition that were not requested by Buyer. Such notification must be given as early as practicable, and should describe the change or changes that have been made or are being proposed. Buyer reserves the right to require its approval of the product, manufacturing location or the process change before the Supplier forwards the product.

(b) Supplier agrees not to make any change in materials or design details which would affect the Goods or any component part thereof with regard to (i) part number identification, (ii) physical or functional interchangeability, or (iii) repair and overhaul procedures and processes and material changes which affect these procedures without prior written approval of Buyer. If such approval is granted, all part numbers and the originals of all drawings and data shall be revised accordingly.

(c) Supplier will place the above clause in its contracts with its Significant Suppliers.

**16. Inspection of Records**

Supplier shall maintain complete and accurate records showing the sales volume of all Goods and Services. Such records shall support all services performed, allowances claimed and costs incurred by Supplier in the performance of this Order, including but not limited to those factors which comprise or affect direct labor hours, direct labor rates, material costs, burden rates and subcontracts. Such records and other data shall be capable of verification through audit and analysis by Buyer and be available to Buyer and Buyers' customers at Supplier's facility for their

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examination, reproduction, and audit at all reasonable times upon written advance notice from the date of this Order until three (3) years after final payment under such Order. Supplier shall provide assistance to interpret such data if requested. Such examination shall provide Buyer with complete information regarding Supplier's performance for use in price negotiations with Supplier relating to existing or future orders for Goods and Services, including but not limited to negotiation of equitable adjustments for changes and termination/obsolescence claims. Buyer and Buyer's customers shall treat all information disclosed under this Section as confidential, unless required by US Government contracting regulation(s).

### **17. Insurance**

(a) Supplier shall obtain and keep in force for the benefit of the Supplier and Buyer the following insurance to be issued by insurance carriers with a minimum A.M. Best's rating of A-: VII, or S&P A, or better and licensed to provide insurance in the jurisdiction in which work is to be performed, with minimum limits as set forth below:

(i) Comprehensive General Liability – £1,000,000 combined single limit per occurrence;

(ii) Comprehensive Automobile Liability –Bodily injury/property damage covering all vehicles used in connection with the Goods in accordance with applicable legal requirements. Suppliers are required to purchase compulsory Employers Liability Insurance in accordance with the Employers Liability (Compulsory Insurance) Act of 1969. The current minimum Limit of Indemnity required is £5,000,000 per occurrence, or its local equivalent. If insurance coverage is maintained in Supplier's local currency, the amounts stated above shall be applicable based upon the exchange rates set forth in a reputable listing of currency exchange rates, such as the Wall Street Journal.

b) Supplier shall provide Buyer with a certificate of insurance evidencing that the required minimum coverage is in effect and that Buyer is named as an additional insured, provide a waiver of subrogation clause in favor of the Buyer, and provide that all coverage provided by the Supplier shall be primary. Such insurance shall also cover the actions of any subcontractor that Supplier may utilize under this Agreement. The insurance provided by Supplier hereunder shall have no effect on any obligations imposed upon Supplier under this Agreement.

(c) All such insurance shall be issued by companies authorized to do business under the laws of the applicable governmental authority for the place in which all or part of the Services are to be performed, shall be in form satisfactory to Buyer, and shall contain a provision prohibiting cancellation except upon at least ten (10) days' prior notice to Buyer. All such insurance policies will be primary in the event of a loss arising out of the Supplier's performance of work. Certified copies of said policies or certificates evidencing such insurance and naming Buyer as an additional insured shall be provided to Buyer upon request within 30 days after the date of this Order and within a reasonable time after any renewals or changes to such policies are issued.

### **18. Confidential, Proprietary And Trade Secret Information And Materials**

(a) Buyer and Supplier will each keep confidential and protect from unauthorized use and disclosure all (i) confidential, proprietary and/or trade secret information; (ii) tangible items containing, conveying or embodying such information; and (iii) tooling

identified as being subject to this provision and obtained, directly or indirectly, from the other in connection with this Order (collectively referred to as "Proprietary Information"). Buyer and Supplier will each use and disclose Proprietary Information of the other only in the performance of and for the purposes of this Order.

(b) The restrictions on disclosure and use of Buyer's Proprietary Information by Supplier will apply to all materials derived therefrom by Supplier. Upon Buyer's request at any time, and in any event upon the completion, termination or cancellation of this Order, Supplier will return to Buyer all of Buyer's Proprietary Information and all derivative materials and copies unless specifically directed otherwise in writing by Buyer. Supplier will not, without the prior written authorization of Buyer, sell or otherwise dispose of (as scrap or otherwise) any parts or other materials containing, conveying, embodying or made in accordance with any of Buyer's Proprietary Information. Prior to disposing of such parts or other materials as scrap, Supplier will render them unusable. Buyer will have the right to audit Supplier's compliance with this provision.

(c) Supplier may disclose Buyer's Proprietary Information to its subcontractors as required for the performance of this Order, provided that legends are maintained on each disclosure and subcontractors first agree in writing to the same obligations imposed on Supplier by this provision. Supplier will be liable to Buyer for any breach of this obligation by a subcontractor. The requirements of this provision will take precedence over any inconsistent restrictive legends or notices applied to Proprietary Information and will survive the performance, completion, termination or cancellation of this Order.

(d) Notwithstanding any other provisions of this Order, upon prior written notice to Buyer and to the extent that such use will not interfere with Supplier's performance of purchase orders with Buyer, Supplier with the Government's authorization, may use any Proprietary Information or items, which the Government owns or for which it has the right to authorize use on other Government contracts or subcontracts.

### **19. Intellectual Property Rights**

(a) All (i) technical work product, including inventions (whether patented or not), information, data, documents, drawings, software, software documentation, designs, specifications and processes produced by or for Supplier, and (ii) all works of authorship, including documents, drawings, software, software documentation, photographs, videotapes, sound recordings and images created by Supplier, either alone or with others, using funds paid by Buyer under this contract will be the exclusive property of Buyer and will be delivered to Buyer promptly upon request. All copyrightable IP, which is created by Supplier pursuant to this Agreement, shall be deemed "Works Made for Hire", as that phrase is defined under the relevant EU legislation and the UK Copyright, Design and Patents Act 1988, c. 48, as amended, on behalf of Buyer, and Buyer shall own all right, title and interest, including the worldwide copyright, in and to such materials. Buyer shall become the sole owner of any and all notes, reports, memoranda, and any other information (regardless of the media of expression) made or prepared in connection with any order placed by Buyer. If by operation of law any of the material is not "Work Made for Hire", then Supplier agrees to assign, and hereby assigns, to Buyer the ownership of such material including all copyrights thereto.

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Supplier shall provide any assistance required to perfect Buyer's rights under this paragraph.

(b) Supplier will (i) promptly disclose all such inventions to Buyer in writing and (ii) execute all papers, cooperate with Buyer and perform all acts necessary in connection with the filing, prosecution or assignment of related patents or patent applications on behalf of Buyer. To the extent permitted under United States copyright law, all such works will be works made for hire, with the copyrights therein vesting in Buyer.

(c) Supplier grants to Buyer, and to Buyer's subcontractors and customers in connection with work being performed for Buyer, an irrevocable, nonexclusive, paid-up, worldwide license to disclose, reproduce, distribute copies of, perform publicly, display publicly and make derivative works of all of Supplier's Proprietary Information and intellectual property (including without limitation patents, copyrights, industrial designs, mask works, software and software documentation, owned or controlled by Supplier at any time and existing prior to or during the term of this Order). The license granted to Buyer includes the right to grant sublicenses to its customers as reasonably required in connection with customers' operation, maintenance, overhaul and modification of any. All copies and derivative works made pursuant to the foregoing license or any sublicense to a customer will automatically become the property of Buyer or customer, and Buyer agrees to preserve Supplier's copyright notice thereon to the extent that such notice was included with the original Intellectual Property. Supplier acknowledges that Buyer is the owner of all copies of software and software documentation provided to or made by Buyer or customers pursuant to this Order, and Supplier authorizes Buyer and customers to dispose of, and to authorize the disposal of, the possession of any such copies by rental, lease or lending or by any act in the nature of rental, lease or lending.

(d) In addition to the license granted under Section 19 (b) above, Supplier hereby grants to Buyer an irrevocable, nonexclusive, paid-up worldwide license to practice and/or use, and license others to practice and/or use on Buyer's behalf, all of Supplier's Intellectual Property related to the development, production, maintenance or repair of Goods. Buyer hereafter retains all of the aforementioned license rights in Licensed Property, but Buyer hereby covenants not to exercise such rights except in connection with the making, having made, using and selling of Goods or Goods of the same kind provided that such undelivered quantity of Product cannot, in Buyer's sole determination, be reasonably obtained in the required time frame at a reasonable price from commercially available sources (including Buyer) without the use of Supplier's Licensed Property and if one or more of the following situations occur:

- (i) Supplier discontinues or suspends business operations or the production of any or all of the Goods;
- (ii) Supplier is acquired by or transfers any or all of its rights to manufacture any Product to any third party, whether or not related, without Buyer's prior written concurrence;
- (iii) Buyer terminates this Order for cause;
- (iv) In Buyer's judgment it becomes necessary, in order for Supplier to comply with the terms of this Agreement or any Order, for Buyer to provide support to Supplier (in

the form of design, manufacturing, or on-site personnel assistance) substantially in excess of that which Buyer normally provides to its suppliers;

(v) Supplier's trustee in bankruptcy (or Supplier as debtor in possession) fails to assume this Agreement and all Orders by formal entry of an order in the bankruptcy court within sixty (60) days after entry of an order for relief in a bankruptcy case of the Supplier, or Buyer elects to retain its rights to Licensed Property under the bankruptcy laws; or

(vi) Supplier is at any time insolvent (whether measured under a balance sheet test or by the failure to pay debts as they come due) or the subject of any insolvency or debt assignment proceeding under state or non-bankruptcy law; or Supplier voluntarily becomes a debtor in any case under bankruptcy law or, in the event an involuntary bankruptcy petition is filed against Supplier, such petition is not dismissed within thirty (30) days.

As a part of the license granted under this Section 19(c), Supplier shall, at the written request of Buyer and at no additional cost to Buyer, promptly deliver to Buyer any and all intellectual property licensed hereunder considered by Buyer to be necessary to satisfy Buyer's requirements for Goods, Services and their substitutes.

(e) Supplier acknowledges that its performance of its obligations under this Order may involve its receipt of proprietary or confidential information and/or other intellectual property of Buyers' customers or other third parties, and agrees to execute such non-disclosure agreements, licenses or other agreements as such third parties may reasonably require.

(f) Neither Party's Property shall be used, disclosed to others or reproduced for any purpose, including, but not limited to, (1) the design, manufacture, or repair of parts, or to obtain FAA and European Aviation Safety Agent ("EASA") or any other governmental approval to do so; or (2) to provide any part by sale or otherwise, to any person or entity other than the other Buyer or Supplier.

### 20. Intellectual Property Indemnity

Supplier shall indemnify, defend and hold harmless Buyer and Buyer's customers and their respective officers, agents and employees against liability and losses, including costs, for infringement of any United States or foreign patent, copyright, trademark, or other intellectual property arising out of the manufacture of delivery of supplies or performance of services under this Order or out of the use or disposal by, or for the account of, Buyer, Buyer's customer and/or the Government, of such supplies or services.

### 21. Open Source Software

Without the prior written approval of Buyer, which Buyer may withhold in its sole discretion, Supplier shall not incorporate any Open Source software, including any source code governed by an Open Source license, into work to be performed and/or Goods delivered under this Order. Before Buyer will consider providing written approval for the incorporation of such Open Source software, Supplier shall first identify all Open Source software incorporated into the Goods or utilized in the work to be performed and/or delivered under this Order, including a

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complete source code listing of the software incorporated or utilized, with a description of the operation of the software in English and machine-readable form, together with copies of any licenses required to be accepted.

### **22. Indemnification**

(a) Supplier covenants and agrees to indemnify, defend, and hold harmless Buyer, its officers, directors, employees, agents, customers and successors and assigns ("Indemnified Party") from any and every liability, claim of liability, allegation, judgment, cost, expense, reasonable attorneys' fees, cause of action, loss, or damage whatsoever, including, without limitation, death or injury to any person or damage to any property, resulting from or arising out of Supplier's performance under this Order, howsoever arising, including, without limitation, by reason of negligence, breach of warranty, defect in design, material, workmanship or Service, or strict liability. In the event Buyer should bring an action for enforcement of this indemnification provision, Supplier agrees that Buyer shall be entitled to be awarded its reasonable attorneys' fees and costs if Buyer prevails in such proceeding.

(b) Supplier agrees, in any instance where any claims, suits, actions or legal proceedings, are brought against the Supplier that in any way affect any Indemnified Party's interests under this Order or otherwise, that:

(i) Supplier shall notify the Indemnified Party in a timely manner (not to exceed five (5) business days) after learning of any actual or threatened claims, suits, actions or legal proceedings, and shall not at any time consummate any settlement without the Indemnified Party's prior written consent;

(ii) Without releasing any obligation, liability or undertaking of Supplier to indemnify the Indemnified Party hereunder, the Indemnified Party shall have the right to supersede Supplier in the defense of any such claim with respect to such of its interests as may be affected thereby.

### **23. Suspension Of Work**

(a) Buyer may, by written notice, suspend all or part of the work to be performed under this Order for a period not to exceed one hundred (100) days. Within such period, Buyer may: (i) cancel the suspension of work; (ii) terminate the Order in accordance with the "Termination for Convenience" clause; or (iii) terminate the Order in accordance with the "Termination for Default" clause if cause for such termination exist.

(b) The Supplier shall resume work whenever a suspension terminates or is canceled. Buyer and the Supplier shall negotiate an equitable adjustment in the price or schedule or both if: (i) the Order is not canceled or terminated, (ii) the suspension results in a change in the Supplier's cost of performance or ability to meet the Order delivery schedule, and (iii) the Supplier asserts a claim for such adjustment in writing within twenty-five (25) days after the suspension terminates or is canceled. If Supplier has submitted a timely claim under the preceding paragraph, Supplier shall submit its fully supported request for equitable adjustment no later than sixty (60) days after the suspension terminates or is canceled.

### **24. Termination for Convenience**

(a) Buyer may, at any time by written notice to Supplier, terminate all or any part of this Order for Buyer's convenience, in which event Supplier agrees to stop work immediately as to the terminated portion of this Order and to notify subcontractor(s) to stop work, and protect and preserve property in its possession in which Buyer has an interest. If this Order is terminated, in whole or in part, for Buyer's convenience, Supplier shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover any reasonable cost of Supplier's actual performance of work under this Order to the effective date of termination that has not been previously recovered from Buyer, plus a reasonable profit thereon provided that no amount shall be paid to Supplier for (i) any anticipatory profits related to work under this Order not yet performed, or (ii) costs incurred due to Supplier's failure to terminate work as ordered on the effective date of termination. Buyer shall have no obligation to make any of the aforementioned payments to Supplier, either for completed items or in connection with terminated work in process, unless Supplier shall establish to Buyer's satisfaction that such completed items, or the work in process, including materials, are unusable in connection with Supplier's other business. In no event shall the termination charges and all previous payments made under this Order exceed the total Order value shown on the face of this Order.

(b) Supplier shall submit to Buyer all claims resulting from such termination within sixty (60) days after Supplier's receipt of Buyer's notice of termination. Buyer shall have, upon reasonable advanced notice, the right to inspect Supplier's records, facilities, work, and materials relating to performance of the Order for purposes of evaluating Supplier's claim.

### **25. Termination for Default:**

(a) In the event Supplier for any reason anticipates any difficulty in complying with the required delivery date or any of the other requirements of this Agreement, Supplier shall promptly notify Buyer in writing. In the event of a delivery delay, non-delivery or any other default by Supplier in meeting its obligations under this Agreement, Buyer (without prejudice to other rights it may have in law or in equity) may terminate this Agreement without further compensation to Supplier, and Buyer's rights will be (i) for Goods, in accordance with English law including the Sale of Goods Act 1979, Supply of Goods and Services Act 1982, Sale and Supply of Goods Act 1994, and the Sale and Supply of Goods to Consumers Regulations 2002, where applicable (or if Supplier is located in the U.S., in accordance with the New York Uniform Commercial Code); (ii) for Services, Buyer may procure, upon such terms and from any source or service provider as it shall deem appropriate, supplies or services similar to those terminated, in which case Supplier shall continue performance of such order to the extent not terminated and shall be liable to Buyer for any excess costs for Buyer's procurement of such similar supplies or services. If Buyer has made any progress payments under this Agreement, Supplier shall refund to Buyer any such payments immediately upon termination.

The Supplier may at the Buyer's discretion be requested and in receiving such request will in a timely manner and in accordance with the Buyer's requirements complete all or some of the Work in Progress to finished Product in which event the Buyer shall not be liable for termination costs other than to pay the contracted price for such completed Product.

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(b) If this Order is entirely or partially terminated by Buyer under this section, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar to those so terminated, and Supplier shall be liable to Buyer for any and all re-procurement costs for such similar goods or services, including any price for such similar goods or services that is higher than this Order provided however, that Supplier shall continue the performance of this Order to the extent not terminated.

(c) If after notice of termination under this section, it is determined that Supplier was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the section entitled "Termination for Convenience."

**26. Force Majeure**

(a) Neither party shall be deemed in default of this Order to the extent that any delay or failure in the performance of its obligations results from an event of Force Majeure.

(b) If any event of Force Majeure affects Supplier's ability to perform any part of this Order, Supplier shall give immediate notice to Buyer and Buyer may elect to either: (i) Cancel at no cost to Buyer this Order or any affected part thereof, (ii) suspend this Order or any affected part thereof for the duration of the Force Majeure event, with the option to obtain elsewhere Goods and Services to be furnished under such Order(s) and deduct from any commitment under such Order(s) the quantity of the Goods and Services obtained or for which commitments have been made elsewhere or (iii) resume performance under such Order(s) once the Force Majeure event ceases, with an option in Buyer to extend any affected delivery date or performance date up to the length of time the Force Majeure event endured. Unless Buyer gives written notice otherwise within thirty (30) days after being notified of the Force Majeure event, option (ii) shall be deemed selected.

**27. Compliance with Applicable Laws and Regulations**

(a) Supplier will perform the requirements of this Order in compliance with all applicable laws, statutes, orders, acts, codes, rules and regulations, including without limitation the laws and regulations of England and Wales.

(b) Supplier expressly acknowledge and agrees that it will, to the extent required (and not prohibited by) by law or government contract requirements, provide information and verification concerning the citizenship or immigration status of Supplier's personnel or Supplier's subcontractor personnel entering onto Buyer's premises or the premise of Buyer's prime contractor.

(c) Regulatory approval from the appropriate civil aviation authority may be required for Supplier to make direct sales of Goods as replacement parts to owners/operators of type-certificated aircraft. No Goods (or constituent parts thereof) shall contain any FAA-PMA or equivalent markings and shall not be certified under an FAA PMA or equivalent approval. Supplier shall not engage in any such direct sales of Goods or Services without all appropriate regulatory approval. Any breach of this provision will be deemed a material breach of this Order. For Supplier Designed Parts, Supplier agrees to notify Buyer of

application for PMA or other applicable regulatory approval and subsequent approval or denial of same.

**(d) UK Protected Materials**

(i) In this Section 27(d) "UK Protected Materials" means information, software, hardware, and equipment classified as "Restricted" or above by the UK Government or which access is otherwise similarly restricted in the interests of UK national security;

(ii) Only Supplier's personnel with appropriate UK security clearances shall have access to UK Protected Material and Supplier acknowledges that Buyer facilities and systems do contain UK Protected Material; in the event Supplier's personnel require access to UK Protected Materials, Supplier will provide personnel with appropriate UK security clearances at no additional cost to Buyer;

(iii) In relation to UK Protected Material, Supplier's represents and warrants that it will comply with the provisions of the Official Secrets Act 1911 to 1989 (the "Act"), including Section 2 of the Act. In relation to the Act, Supplier shall be defined as a "government contractor" as defined in the Act. Supplier shall take all necessary steps to make sure that all individuals engaged on any activities relating to UK Protected Material have notice that the Official Secrets Act applies to said activities;

(iv) Supplier personnel shall not transfer or disclose by whatever means UK Protected Material to any other person or entity or outside the UK without prior authorization from Buyer and in accordance with local Buyer procedures;

(v) Supplier personnel shall not remove from a Buyer site or otherwise dispose of UK Protected Material without prior authorization from Buyer in accordance with local Buyer procedures;

(vi) Supplier personnel shall at all times safeguard UK Protected Material in accordance with security procedures meeting UK National Security Regulations, which are set out in the Government Manual of Protective Security as amended or supplemented;

(vii) Supplier shall, at all times maintain UK Protected Material in accordance with applicable UK and UK MoD policies related to the protection and preservation of data, including but not limited to "List X" policies applicable to List X contractors and sub-contractors;

(viii) Supplier personnel shall only access, store, process or transmit UK Protected Material on Buyer's Information Systems that have been duly designated and accredited for that purpose;

(ix) Supplier shall indemnify and hold harmless Buyer for any breaches or violations of this Section 27(d).

(e) Supplier shall immediately notify the Buyer's Procurement Representative if Supplier is, or becomes, listed in any denied parties list or if Supplier's export privileges are otherwise denied, suspended or revoked in whole or in part by any government entity or agency.

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**28. Government Import / Export Regulations**

(a) Except as specified on the face of any Order, Supplier shall comply with the trade compliance requirements of England and Wales, including but not limited to the Export Control Act of 2004, as amended.

(b) If Supplier is importer of record, Supplier agrees that Buyer will not be a party to the importation of the Goods; that the transaction(s) represented by any Order will be consummated subsequent to importation; that Supplier will neither cause nor permit Buyer's name to be shown as "importer of record" on any customs declaration; and that, if the Goods must be returned to Supplier.

(c) Each Party shall reasonably cooperate and exercise reasonable efforts at its own expense to support the other Party in obtaining any necessary licenses or authorizations required to perform its obligations under this Order. Reasonable cooperation shall include providing reasonably necessary documentation, including import, end-user and retransfer certificates.

(d) Where Supplier is a signatory under a Buyer export license or export agreement supplier shall provide prompt notification to the Buyer's Procurement Representative in the event of changed circumstances that could affect the Supplier's performance under this contract.

(e) Supplier shall on the first shipment to Buyer, provide to Buyer a Certificate of Origin or a Manufacturer's Affidavit for each item, and either:

(i) for U.S. sources, the U.S. Munitions List Category or Export Control Classification Number; or

(ii) for non-U.S. sources, the Harmonized Tariff Schedule Classification Number.

Supplier shall be responsible for promptly notifying Buyer in writing if any of the information covered by this certificate changes.

(f) Supplier shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of supplier, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

**29. Environmental Issues**

Supplier represents and warrants that it shall perform all obligations under this Agreement in compliance with all applicable national, EU, state/provincial and local environmental, health and safety laws and regulations. From time to time, at Buyer's request, Supplier shall provide certificates to Buyer in a form and substance acceptable to Buyer, indicating compliance with the provisions of this article.

**30. REACH Compliance**

Without limiting the generality of Section 29, Supplier further agrees as follows:

(a) Supplier represents and warrants that it has read and is familiar with the European Chemicals Agency candidate list of Substances of Very High Concern ("SVHC") (viewable at <http://echa.europa.eu/web/guest/candidate-list-table> ) and that, except as previously disclosed in writing to Buyer, none of the Goods or any parts of Goods covered by this document contain SVHCs > 0.1% by weight.

(b) Supplier further covenants and agrees that it shall continuously monitor the updates published by the European Chemicals Agency regarding revisions to the list of SVHC and it shall immediately notify Buyer if in the future any of the Goods or parts of Goods covered by this document contain SVHCs > 0.1% by weight.

(c) Any notification that any Goods or parts of Goods contain SVHCs shall include the name of the substance(s) and identify the part of the Goods in which the substance is located.

(d) Within [30 days] of a written request, Supplier will provide Buyer with information or evidence demonstrating compliance with this subsection.

(e) Supplier represents and warrants that no substance is utilized in the manufacture of the Goods, nor do the Goods contain any substance not authorized for Supplier's use if subject to authorization under Annex XIV of REACH as amended from time to time.

Supplier further represents and warrants that the Goods comply with all applicable conditions of restrictions under Annex XVII of REACH as amended from time to time.

(iv) Supplier shall immediately notify Buyer if any of the representations and warranties in subsections (i) to (iii) above cease to be true. Failure to notify Buyer will constitute a breach of this document and may result in Buyer exercising any or all of its contractual and other legal rights relating to such breach, including without limitation purchase order cancellation and/or return of Goods.

(f) Supplier will cause similar provisions to this Section 30 to be inserted in its contracts with any of its own Significant Suppliers.

(g) Without limiting the generality of any other provision of this Order, any failure by Supplier to meet its obligations under this Section 30 will constitute a breach of this document and may result in Buyer exercising any or all of its contractual and other legal rights relating to such breach, including without limitation purchase order cancellation and/or return of Goods.

(h) If Supplier is subject to the provisions of Subsections (b) or (c) immediately above, it will cause similar provisions to be inserted in its contracts with any of its own Significant Suppliers

(i) Without limiting the generality of any other provision of this Order, any failure by Supplier to meet its obligations under this Section 30 will constitute a breach of this document and may result in Buyer exercising any or all of its contractual and other legal rights relating to such breach, including without limitation purchase order cancellation and/or return of Goods.

**31. Electrostatic Discharge Control Requirements**

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Supplier will determine if any items ordered by Buyer are electrostatic discharge (ESD) sensitive and, if so, will comply with the following requirements: (a) Supplier will design, manufacture, test, and repair these items using good commercial ESD control practices at all related sites and facilities; (b) Items supplied to Buyer that are susceptible to ESD damage as delivered will be properly handled and packaged to prevent ESD damage; and (c) packages containing ESD sensitive items will be marked with an appropriate caution label.

### 32. Counterfeit Goods Prevention

(a) Supplier agrees and shall ensure that Counterfeit Goods are not contained in Goods delivered to Buyer through the implementation of policies that include prevention, detection and risk mitigation methods to protect against the use of Counterfeit Parts.

(b) Supplier shall purchase parts directly from the Original Component Manufacturer (OCM) / Original Equipment Manufacturer (OEMs), or from the OCM/OEM authorized-distributor. Procurement through an independent distributor or broker not authorized by the OCM/OEM is NOT authorized, unless first approved in writing by Buyer. A certificate of conformance shall accompany each shipment of Goods delivered. If an original OEM/OCM certificate is NOT available, distributor shall provide a de-lid and die verification report for the supplied parts verifying authenticity of the parts.

(c) In the event Supplier becomes aware or suspects that it has furnished Counterfeit Parts, it shall immediately notify Buyer. When requested by Buyer, Supplier shall provide (if available) authorized supplier documentation that authenticates traceability of the parts to the applicable authorized supplier.

(d) In the event that Goods delivered under this Order are, or include, Counterfeit Parts, Supplier shall promptly investigate, analyze and report in writing to Buyer whether such Counterfeit Parts should be replaced with genuine parts conforming to the requirements of this Order, or whether an alternative solution is recommended to meet the Order requirements at Supplier's sole expense. The parties shall then agree upon the appropriate course of action.

(e) Supplier shall include this clause or reasonably equivalent provisions in all subcontracts for the delivery of Goods that will be furnished to or included in Goods furnished to Buyer.

(f) Without limiting the generality of any other provision of this Order Supplier will indemnify, defend and hold harmless Buyer and Buyer's customers against any and all loss, cost, liability, damage or expense arising from or related to Supplier's failure to comply with the provisions of this Section 32.

### 33. Ethical Compliance; Gratuities

(a) Supplier agrees that it has reviewed and that it shall comply with applicable provisions of the Moog Statement of Business Ethics, available at <http://www.moog.com/investors/corporate-governance/moog-statement-of-business-ethics/>.

(b) Gratuities. Supplier warrants that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, any gratuities to Buyer's employees, agents, or representatives for purposes of securing this Order or securing

favorable treatment under this Order. If it is found that gratuities (in the form of entertainment, gifts or otherwise) are offered by Supplier, or any agent or representative of Supplier, to any employee of Buyer or its agents or representatives with a view toward securing favorable treatment with respect to the awarding or performing of any Purchase Order issued by Buyer to Supplier, Buyer may, by written notice to Supplier, terminate this Order in accordance with Section 25, Termination for Default, in addition to the exercise of any other rights or remedies provided to Buyer by law.

### (c) Anti-Bribery Law.

(i) Supplier must not violate any Applicable Anti-Bribery Law, which means any bribery, fraud, kickback, or other similar anti-corruption law or regulation of any relevant country, including the Bribery Act and the US Foreign Corrupt Practices Act 1977. The Bribery Act means the UK Bribery Act 2010 (as amended from time to time).

(ii) Supplier has and must at all times implement adequate procedures designed to prevent it or any Associated Person from engaging in any activity which would constitute an offence under the Bribery Act if it were carried out in the UK, or violate any Applicable Anti-Bribery Law.

(iii) Supplier represents that, in connection with this Agreement, no improper financial or other advantage has been, will be or is agreed to be given to any person (whether working for or engaged by the Buyer or any third party) by or on behalf of Supplier or its Associated Persons.

Breach of any of the provisions in this clause or of any Applicable Anti-Bribery Law is a material breach of this Agreement for the purpose of Termination Clause and, without prejudice to any other right, relief or remedy, entitles Buyer to terminate this Agreement immediately.

### 34. Offset Notification

Definition: For purposes of this Order, "Offset Agreement" or "Offset Commitment", means an agreement, arrangement, or understanding between Buyer or Buyer's customers and a foreign country or other corporation under which Buyer or its customer has agreed to purchase or acquire, or to promote the purchase or acquisition by other entities of, goods or services produced, manufactured, grown, or extracted, in whole or in part, in that foreign country in consideration for the purpose by the foreign country of articles or services from Buyer or its customer

Regardless of whether this Order is in direct support of a foreign sale, to the extent allowed by applicable law, Supplier agrees that it will assist Buyer and/or its customers to satisfy their Offset Agreements and Commitments. During the term of this Order in support of Buyer's and its customers' offset obligations, Supplier agrees to inform Buyer when it is considering procurement of products and services from non-United States sources in connection to the supply of products subject to this Order.

Offset credits arising out of or resulting from, directly or indirectly, this order are for the exclusive use of Buyer or its customers, at Buyer's discretion, and may be used by Buyer,

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any of its affiliates and subsidiaries and any of its customers to fulfill all past, present and future Offset Agreements. In addition, Supplier agrees to identify and retain for the use of Buyer and/or its customers any rights to offset credits generated by its own suppliers arising out of or resulting from this Order.

### 35. Governing Law And Interpretation

The requirements of this Order will be interpreted and construed in accordance with the laws of England and Wales, excluding its choice of law rules and excluding the United Nations Convention on the International Sales of Goods (UNCISG). Buyer's remedies described herein shall be cumulative and in addition to any remedies provided by law or in equity.

### 36. Disputes

(a) Arbitration. If any dispute arises relating to this Agreement, the parties will endeavor to resolve the dispute amicably, including by designating senior managers who will meet and use commercially reasonable efforts to resolve any such dispute. If the parties' senior managers do not resolve the dispute within sixty (60) days of first written request, either party may request that the dispute be settled and finally determined by binding arbitration. The Buyer is located in the European Union and arbitration will be conducted in accordance with the rules of the London Court of Arbitration. In either case, arbitration will be at a mutually agreed location, by one or more arbitrators appointed in accordance with the applicable rules. The arbitrator(s) will have no authority to award punitive damages, attorney's 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 terms and conditions of the Agreement and applicable law. The award of the arbitrator(s) will be final, binding and non-appealable, and judgment may be entered thereon 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. Except as specified in paragraph (c) below, the parties intend that the dispute resolution process set forth in this Article will be their exclusive remedy for any dispute arising under or relating to this Agreement or its subject matter.

(b) If Supplier is located outside of the United States or European Union, the terms set forth in paragraph (a) above apply, except disputes shall be finally settled under the rules of the International Chamber of Commerce, in a mutually agreed location.

(c) Exception. Either party may at any time, without inconsistency with this provision, seek from a court of competent jurisdiction any equitable, interim, or provisional relief to avoid irreparable harm or injury. This provision will not apply to and will not bar litigation regarding claims related to a party's proprietary or intellectual property rights, nor will this provision be construed to modify or displace the ability of the parties to effectuate any termination contemplated by this Agreement.

### 37. Entire Agreement

This Order contains the entire agreement of Buyer and Supplier with respect to its terms and supersedes any and all prior agreements, understandings and communications between them. No amendment or modification of this Order will be valid or

binding unless it is in writing and is signed by Buyer's authorized Purchasing Department Representative. Headings set forth in this order are for convenience of reference only and are not intended to, nor do they alter the meaning, content, or enforceability of any Article hereof.

### 39. Modifications

This Order shall not be modified by or interpreted by reference to any course of dealing or usage of trade and shall not be modified by any course of performance. No modification or amendment of this Order shall be effective unless in writing and signed by an authorized representative of both Buyer and Supplier.

### 39. Partial Invalidity/Unenforceability

If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall be ineffective only to the extent of such prohibition or unenforceability. The remaining provisions shall be given effect in accordance with their terms.

### 40. No Waiver

Buyer's failure to seek a remedy for any breach by Supplier or Buyer's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege hereunder shall not thereafter be deemed a waiver for any such terms, conditions, or privileges or any other terms, conditions, or privileges whether of the same or similar type.

### 41. Order of Precedence

The various documents constituting this Order shall, insofar as is possible, be interpreted so as to be consistent with one another. In the event that a conflict or ambiguity arises in the interpretation of this Order, said conflict or ambiguity shall be resolved in accordance with the following order of precedence, with the first listed item having a higher precedence than later listed items: (a) provisions required by statute, regulation or Government contract, along with any flowdown provisions related to government contracts found at [http://www.moog.com/literature/Corporate/Suppliers/FAR\\_DFAR\\_S\\_NASA\\_Supplemental\\_Contract\\_Terms\\_Conditions.pdf](http://www.moog.com/literature/Corporate/Suppliers/FAR_DFAR_S_NASA_Supplemental_Contract_Terms_Conditions.pdf); (b) provisions set forth on the face page of this Order form; (c) this Terms and Conditions document; (d) the Statement of Work attached hereto, if any; (e) Specifications approved by Buyer; and (f) Drawing(s) approved by Buyer.

### 42. Assignment / Change of Control

(a) Except as expressly provided in this Section 42, the assignment by Supplier of any right, interest or obligation under this Order, without the written permission of Buyer, will be void and totally ineffective, and will constitute a material breach of this Order. The Supplier may, with written consent of Buyer, assign claims for money due or to become due through a bank, trust company, federal lending agency or other financial institution. Any permitted assignment will provide that payment by Buyer to an assignee of any amount will be subject to set-off or recoupment for any present or future claims which Buyer may have against Supplier and will be valid only after Supplier has provided Buyer with two properly executed copies of the

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assignment.

(b) Buyer shall have the right to terminate this Agreement, any Order or any part thereof without any further obligation, if Supplier shall undergo a change of control, which shall be defined as follows: (i) acquisition of more than 50% of its equity voting rights (30% if Supplier is a publicly held company); or (ii) acquisition of the right to elect more than half of the board of directors, by a party or parties who did hold at least such percentage of equity voting rights or equivalent board election rights at the time this Agreement was executed.

**43. Subcontracting**

(a) Supplier agrees to obtain Buyer's written approval before subcontracting this Order or any substantial portion of this Order. However, this requirement will not apply to the purchase of standard commercial supplies or raw materials on which Supplier will perform further work. If Buyer grants such approval, Supplier shall maintain complete and accurate records regarding all subcontracted items and/or processes, and shall insure that such subcontractors shall comply with Supplier's quality assurance system approval for said subcontractors or suppliers. Unless Buyer's prior written authorization or approval is obtained, Supplier may not purchase completed or substantially completed Goods or Services (excluding, however, components of assemblies or subassemblies. No subcontracting by Supplier shall relieve Supplier of its obligation under this Order.

(b) Supplier shall include as part of its subcontracts those elements of this Order that protect the rights of Buyer and Buyer's customers, including but not limited to right of entry provisions, proprietary information and rights provisions and quality control provisions. In addition, Supplier shall provide to its subcontractor's sufficient information to document clearly that the work being performed by the subcontractor is to facilitate performance under this Order.

**44. Notices**

(a) All notices required or permitted to be given to Buyer in connection with this Order shall be deemed to be properly given if in writing and delivered to the receiving party at the address (including to the attention of the individual representative, if specified) shown below, or to such other address as Buyer may designate in writing during the term of this Order:

John Webb  
Director-Supply Chain  
Moog Inc.  
7021 Seneca St  
Elma NY 14052  
[jwebb@moog.com](mailto:jwebb@moog.com)

(b) All notices required or permitted to be given to Supplier in connection with this Order shall be deemed to be properly given if in writing and delivered to the receiving party at the address (including to the attention of the individual representative, if specified) listed on the first page of this Order, or to such other address as Buyer may designate in writing during the term of this Order

(c) Notice shall be deemed effective upon receipt.

**45. Survival**

Supplier agrees that the Warranty, Indemnification, Inspection of Records, Intellectual Property Rights, Remedies, Offset, Intellectual Property Indemnity and Confidential, Proprietary and Trade Secret Information and Materials provisions of this Order and all provisions which relate to claims which may be made by Buyer under this Order shall survive and continue in full force and effect upon the termination of this Order, unless otherwise agreed to in writing by a duly authorized representative of the Supplier and an attorney in Buyer's Legal Department.

**46. Non-Endorsement Policy**

(a) Neither Buyer's purchase of Goods nor procurement of Services from Supplier shall be deemed in any way to constitute or authorize Buyer's endorsement of Supplier or of Supplier's Goods and/or Services. Accordingly, any release, advertisement, or publication of information, (whether oral or written, in whatsoever format, and regardless of medium) relating to this Order or to any Order and/or relating to Buyer's obtaining Goods and/or Services from Supplier shall require the advance written permission of Buyer, which Buyer may, in its sole discretion, elect to withhold for any reason or for no reason. This provision shall extend to, but shall not be limited to, the following: news bulletins, press releases articles, brochures, advertisements, marketing material, promotional material, and speeches. Further, Supplier shall not use any Buyer trademarks or trade names for any purpose, unless otherwise expressly authorized by Buyer in writing, which such authorization shall be at Buyer's sole discretion.

(b) The Supplier further agrees to include this provision in any subcontract awarded as a result of this Order.

(c) In the event of Supplier's breach of this provision, Buyer shall, in addition to other available remedies, have the right to terminate this Order in accordance with the provisions of Section 25 of this Order.

**47. Independent Contractor Relationship**

(a) Supplier's relationship to Buyer shall be that of an independent contractor and this Order does not create an agency, partnership, or joint venture relationship between Buyer and Supplier or Buyer and Supplier personnel. Supplier personnel engaged in performing Work under this Order shall be deemed employees of Supplier and shall not for any purposes be considered employees or agents of Buyer. Supplier assumes full responsibility for the actions and supervision of such personnel while engaged in Work under this Order. Buyer assumes no liability for Supplier personnel.

(b) Nothing contained in this Order shall be construed as granting to Supplier or any personnel of Supplier rights under any Buyer benefit plan.

**48. Customer Communication**

Buyer shall be solely responsible for all liaison and coordination with its customers and their customers, if any, as it affects this Order or any Work hereunder or related thereto. Except as required by law, Supplier shall not communicate with any of Buyer's customers, and any higher tier customers, with respect

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to this Order or any Work hereunder or related thereto, without prior approval of the Buyer's Authorized Procurement Representative. Supplier shall promptly notify Buyer of any communications initiated by any customer or any higher tier customers that affects this Order or any Work related thereto.

### 49. Electronic Ordering

Buyer and Supplier agree that if this Order, or any ancillary agreement, or correspondence is transmitted electronically neither Buyer nor Supplier shall contest the validity thereof, on the basis that this Order, acknowledgement, ancillary agreement, or correspondence exists only in electronic form, an electronic record was used in its creation or formation, or it contains only an Electronic Signature.

### 50. Additional Compliance Requirements.

(a) Supplier will use its good faith efforts to comply with the provisions of the Boeing Code of Basic Working Conditions and Human Rights, as described at:

<http://www.boeing.com/principles/human-rights.page>

(b) If Supplier ships, or causes any of its Significant Suppliers to ship, any Goods or components thereof from a facility outside the United States directly to Buyer or any of Buyer's customers, upon Buyer's written request Supplier shall, and shall cause any of its Significant Suppliers undertaking such a direct shipment, to comply with the requirements of the Customs — Trade Partnership Against Terrorism (C-TPAT) program within one year of the execution of the Order

(c) If Supplier performs any Services at, or otherwise has occasion in the course of its performance of this Order to go to, any facilities of any of Buyer's customers, Supplier agrees to conform with all applicable rules and procedures and if requested to execute such additional documentation as Buyer's customers may reasonably request.

(d) Conflict Minerals. Supplier recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten and gold (the "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries ("DRC countries"). Accordingly, Supplier commits to comply with Section 1502 of Dodd-Frank and its implementing regulations. In particular, Supplier commits to have in place a supply chain policy and processes to undertake (1) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into products it provides Buyer; (2) due diligence of its supply chain, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support unlawful conflict there, and (3) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. Supplier shall take all other measures as are necessary to comply with the Act and its implementing regulations, as they may be amended over time.

(e) Supplier represents and warrants that it will comply with the provisions of the Modern Slavery Act of 2015 ("the Act"). In addition to the foregoing, Supplier certifies that it complies with

any laws regarding slavery and human trafficking of the country or countries in which Supplier is doing business. Without limiting the generality of the foregoing, Supplier agrees that it will not utilize forced, prison, or indentured labor, or subject workers to any form of compulsion or coercion. Supplier agrees that it is responsible for controlling its own supply chain and Supplier shall mandate compliance with the Act from its suppliers. Seller shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies. Supplier further agrees to comply with any standards established by the Buyer with respect to trafficking and slavery in supply chains including, without limitation, submission to audits conducted by the Buyer to verify Supplier compliance with such standards. Seller shall furnish to Buyer any relevant documents requested by Buyer in relation to compliance with this clause.

### 51. Duty to Proceed

Supplier shall proceed diligently with the performance of this Order. Except as expressly authorized in writing by Buyer, no failure of Supplier and Buyer to reach any agreement provided for by the terms of this Order shall excuse Supplier from proceeding.