Commissioning and service terms and conditions of Moog GmbH, Industrial Group

1. Scope of application

a) The following commissioning and service terms and conditions shall exclusively apply for the execution of commissioning, service calls and/or remote support ("services") by Moog GmbH ("Moog") for Moog-manufactured products.

b) Any different conditions from the purchaser shall be valid only if Moog has expressly approved them in writing. No approval is inherent in the acceptance or execution of the service. Should Moog approve different conditions from the purchaser, they shall apply only to the object for which they were agreed to. The same shall apply in the case of the unconditional execution of services in the knowledge of conflicting or different conditions from the purchaser.

2. Contract conclusion and general conditions

a) Commissioning and service calls as well as remote support shall be performed only once they have been ordered in advance in writing by the purchaser who has confirmed that as far as it is concerned, all prerequisites for the services have been met.

b) Moog shall decide upon the staff required and the means of transport.

c) Labour time, travel costs and per diems shall be charged for the deployment of Moog staff.

3. Labour time and charge rates

a) The daily working time is maximum10 working hours. Any travel and walking time shall be classed as labour time, as shall any idle time that is not the fault of Moog staff. Labour time and driving distances shall be calculated from the location of the respective service representative.

b) Daily rates**:**

	Service-Technician	**Application-Engineer**	**Remote-Support**
	€ 1900,--	**€ 2090,--**	**€ 1360,--**

Saturdays: 50%
Sundays/public holidays: 100%
Public holidays shall mean any bank holidays at the site of services and/or at the Moog head office.

c) Travel costs: Transportation and accommodation costs shall be calculated as follows:
Air travel: Economy if up to 9 hours non-stop, Business Class if 9 hours or more non-stop. Exception: If, in the event of tight deadlines, no Economy seats are available, Business Class seats shall be purchased.
Train travel: 1. class, sleeper cabin if overnight
Car travel: €1.30/km

d) Miscellaneous: Rental cars, local public transport, taxis, freight costs for Technical Equipment and replacement parts, necessary telephone calls, faxes and telexes as accrued.

e) Per Diem for absence from our factory in Böblingen: Per diem rates for technicians and engineers as per the applicable Wage Tax Guidelines.

f) The labour and charge rates in b) to e) shall apply only insofar as a flat fee has not be expressly agreed.

4. Invoicing and payment

a) Invoices shall be drawn up plus VAT.

b) Commissioning and service invoices shall be due strictly net, immediately upon receipt of the invoice.

5. Assistance from the purchaser

a) The purchaser must support Moog staff in carrying out their work at its cost and ensure free access to the products and full operational safety to the same extent as its own staff. The purchaser must carry out the measures necessary to protect people and objects at the site of operation and instruct Moog staff on safety procedures.

b) The purchaser is obliged to provide technical assistance at its own cost, even in the case of warranty work, in particular:

! The timely provision of necessary and suitable support staff - as many of them and for the time required for the work to be carried out. The support staff must follow instructions provided by Moog staff. Moog shall accept no responsibility for the support staff.

! The timely provision of necessary measuring devices, appliances and tools ("Technical Equipment") as well as the necessary utensils, auxiliary materials and any other information, drawings and/or plans needed for carrying out the work.

! If Moog provides the purchaser Technical Equipment prior to the execution of work, purchaser is obliged to return the Technical Equipment immediately after completion of the work, unless otherwise agreed. If the purchaser fails to comply with this, Moog is entitled to charge any and all costs due to the non-availability of the Technical Equipment. The parties will mutually agree in advance on any shipping and customs costs.

! The execution of all operations that are required for the execution of the services set out in the contract, including any possible functional tests.

c) The purchaser's technical assistance must ensure that the work can be started immediately upon the Moog staff's arrival and can be carried out without delay until approval by the purchaser.

d) Should the purchaser fail to comply with the above-mentioned cooperation obligations or fail to comply with them in good time, Moog shall, after a period of 4 hours with no success, be entitled either to terminate the work immediately or to undertake the operations which are the duty of the purchaser itself and calculate and invoice for any additional costs arising from the non-existent or untimely cooperation based on points 3 and 4. In the event of termination of the work, Moog shall be entitled to calculate and invoice for any costs arising from the operation based on points 3 and 4. Our legal rights and claims shall be unaffected for all other matters.

6. Timeframes

Information provided on the expected duration of commissioning and/or services shall not be binding.

7. Approval

a) The purchaser must approve the services in writing as soon as it has been informed that the services have been completed and any contractually agreed functional tests have been carried out. In the event that a service, that has been provided, is not as specified in the contract, Moog shall be obliged to rectify the fault.

b) The purchaser may refuse to approve the services only if the services have noticeably not been completed or if there are substantial faults for which Moog is accountable. Minor faults shall not qualify as grounds for refusal to provide approval.

c) If approval is delayed through no fault of Moog or should approval not be provided immediately because of grounds for which Moog is not accountable, approval shall be deemed to have been provided after 14 days of notification of the completion of the work.

d) Upon the provision of approval, Moog's liability for noticeable faults shall lapse insofar as the purchaser has not reserved the right to claim for a particular fault.

8. Warranty and liability

a) The warranty period shall be 12 months starting from completion of service activities. Within that period, Moog shall be liable for any faults that existed during the approval process in such a way that Moog shall rectify the faults, which the purchaser was unable to see during the approval process, in accordance with a reasonable deadline. The purchaser must inform Moog of any faults that it notices immediately in writing. Moog shall not be liable if the fault is the result of a circumstance for which Moog is not accountable or which is insignificant in terms of the purchaser's interests.

b) The purchaser shall be entitled to rectify the fault itself or contract a third party to do so and charge back the appropriate costs if the purchaser set Moog a reasonable deadline by which to rectify the fault and that deadline has expired with no success or Moog has approved the purchaser rectifying the fault itself in writing.

c) In the event of a legitimate complaint, Moog shall cover the direct costs of fault rectification provided that Moog is not hereby charged disproportionately.

d) If the remedial work is unsuccessful despite two attempts, the purchaser shall be entitled to a discount in accordance with statutory regulations. Only if it can be proven that it has no interest in the service despite the discount, may it withdraw from the contract.

e) If a product supplied by Moog is damaged by Moog as part of the service provision, Moog shall be entitled and obliged to provide supplementary performance of its own choice.

f) Moog shall not be liable for faults caused by improper or inappropriate use, incorrect assembly, commissioning, disassembly, modification or maintenance by the purchaser or third parties not approved by Moog, natural deterioration, incorrect or careless handling, circumstances of influences attributable to the purchaser, inappropriate equipment, alternative materials, chemical, electrochemical or electrical influences, unless they are the fault of Moog.

g) Other claims by the purchaser, in particular with regard to compensation instead of performance and with regard to compensation for direct or indirect damage – including collateral damage or consequential damage – irrespective of the legal grounds, in particular due to breach of obligations out of the contractual relationship regarding obligations and tort, are excluded. That shall not apply – without implying a reversal of the burden of proof – if

aa) Moog has maliciously concealed a defect of title or material defect or has provided a guarantee on the quality of the goods,

bb) the damage is due to the malicious intent or gross negligence of Moog, its legal representatives or agents or a culpable breach by those people of obligations, the execution of which is required for the performance of the contract and compliance with which the purchaser regularly relies and may rely,

cc) a culpable breach of obligations by Moog, its legal representatives or agents has led to injury to life, body or health, or

dd) Moog is strictly liable for other reasons, for example in accordance with Product Liability Law.

If Moog is liable in accordance with the provisions under bb) of this clause, in the event of negligence Moog's liability to pay damages shall be limited to a level according to foreseeable damage typical for the contract.

9. Statute of limitations

All of the purchaser's claims – irrespective of their legal grounds – shall lapse within 12 months. Statutory time limits shall apply for compensation claims under 8g).

10. The purchaser's liability to pay compensation

The purchaser is obliged to store the measuring devices, appliances, tools and replacement parts provided by us at the site of operation in a locked room and protect them from damage. The purchaser shall be liable for any damage that results from the breach of that obligation.

11. Force majeure

a) Either party shall be held harmless for the non-fulfilment of a contractual obligation if the non-fulfilment is due to an obstacle which is out of their control, in particular for one of the following reasons: fire, natural disaster, war, seizure, general scarcity of raw materials, restriction of energy consumption, trade disputes, the non-granting or untimely granting of a licence by the authorities or the withdrawal thereof or if there are contractual breaches by suppliers for one of those reasons and the obstacle is out of the control of the obligated party – or if contractual breaches by suppliers are due to one of those reasons. That rule shall apply to all contractual obligations, including compensation obligations.

b) Either party may terminate the contract by providing written notice if the performance of the contract as per 11a) is prevented for more than 2 months.

12. Miscellaneous terms and conditions

a) Böblingen shall be the place of jurisdiction, provided that the purchaser is a registered trader or a legal entity under public law or a special fund under public law.

b) In addition, the substantive law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

MOOG GmbH, Hanns-Klemm-Straße 28, D-71034 Böblingen, Tel (+49 7031) 622-0, Fax (+49 7031) 622-423, Email: info.germany@moog.com