

1. General Provisions

1.1 These Conditions of Purchase are exclusively valid; general standard terms and conditions of the Supplier that conflict or deviate from these Conditions of Purchase shall only apply if MOOG acknowledges them in writing. These Conditions of Purchase shall also apply if MOOG is in the knowledge that the terms and conditions of the Supplier are contradictory or divergent to these Conditions of Purchase but accepts the delivery or the delivery has been paid. This applies according to any additionally special terms and conditions that may have been agreed.

1.2 Within the framework of ongoing business relations these Conditions of Purchase also apply to all future transactions with the Supplier, provided that they are of the same type.

1.3 Orders and Delivery Schedules as well as amendments and modifications thereto, shall only be binding if they are made or confirmed by MOOG in writing. Verbal agreements of any kind – including subsequent amendments to and modifications of these Conditions of Purchase require written confirmation by MOOG in order to become legally effective.

1.4 MOOG only accepts a simple retention of title of the Supplier.

2. Ordering and Confirmation of Order

2.1 MOOG shall be entitled to cancel the order without being charged for any costs thereof if the Supplier has not confirmed the order at least in writing within two weeks of receipt, unless the deliveries or services have been provided in the meantime.

2.2 Orders and Delivery Schedules by MOOG shall only be binding if they have been issued in written form. This also applies to amendments or modifications. The input and output data of MOOG's server are sufficient to prove the receipt. The party that disputes the content of the stored data or puts forward the assertion to the effect that they are inconsistent bears the burden of proof.

2.3 The assignment or the intention to assign or the transfer of rights and obligations arising from the purchase contract between MOOG and the Supplier to subcontractors/third parties shall only be permitted with the prior written consent of MOOG. Notification must be made in writing within 5 working days after receipt of order and addressed to the MOOG employee named in the order. § 354 a HGB (German Commercial Code) remains unaffected.

2.4 If the business between MOOG and the Supplier concern the delivery of goods which are manufactured according to technical specifications of MOOG, such as for example technical drawings of MOOG, then the Supplier must carry out on its own premises and on its own machines all those manufacturing steps which have a determining influence on the dimensions, tolerances and decisive quality characteristics customary in the industry. The duty to notify as specified in Point 2.3 applies accordingly.

3. Delivery Schedule

3.1 In addition to the standard form of order processing, MOOG processes its orders via Delivery Schedules. The purpose of such Delivery Schedules is to respond quickly and easily to material requirements. Delivery Schedules are used usually in connection with a Schedule Agreement on recurrent purchasing requirements. The Supplier shall undertake to have in place the necessary capacities for manufacturing the delivery item. Within the framework of the ongoing delivery relations, the Supplier shall fulfil the Delivery Schedules in accordance with the Schedule Agreement. End of delivery shall be dependent on the agreed Schedule Agreement.

3.2 The Delivery Schedules shall be updated on a regular basis by MOOG and communicated to the Supplier. It contains binding order quantities as well as purchasing forecasts. The purchasing forecasts serve the production planning of the Supplier. To distinguish between binding order quantities and purchasing forecasts on the Delivery Schedule, the binding order quantities are marked with an "F" or "firm". Unless otherwise agreed, delivery is due by Friday 1:00 pm of the calendar week specified in the order at the latest.

3.3 Delivery Schedules are sent by email and are binding without the signature of MOOG. An order confirmation is not required if the delivery can be made in accordance with the Delivery Schedule. If the requested order quantity or the delivery date cannot be met, the Supplier must notify MOOG by email on a commented copy of the Delivery Schedule within 5 working days.

4. Invoices

4.1 Invoices must include the following details: the price, the MOOG order number, article and item numbers, the time of delivery or performance, the delivery note number as well as the quantity and customary description of the delivered items or the scope and type of other services. Furthermore, the mandatory information for invoices in accordance with International Chamber of Commerce of Frankfurt am Main are to be provided on the invoice.

4.2 Invoices are to be sent only by email to the following email address: Supplier_Invoices_BB@moog.com, referencing the invoice number in the email subject line. Each invoice must be sent separately as a PDF document.

4.3 Invoice copies shall be marked as duplicates.

5. Pricing and Payments

5.1 The price stated in the order is binding. In the absence of a written agreement to the contrary, the price shall include packaging and all incidental expenses up to the agreed place of delivery.

5.2 Quotations of Supplier are free of charge. Cost estimates are binding and shall not be remunerated, unless otherwise agreed.

5.3 Unless otherwise agreed, payments shall be made within 14 days less 3 % discount or within 30 days net. The payment period shall begin as soon as the delivery or service has been fully rendered and MOOG has received the properly issued invoice. Payment shall be made subject to invoice verification. For the completeness of an invoice, the information mentioned under 4.1 is required.

5.4 Discounts may also be deducted if MOOG offsets or withholds an appropriate amount of payment due to defects; in the latter case, the payment period shall begin after the defects have been completely remedied.

5.5 Payments does not constitute an acknowledgement that the corresponding deliveries or services were provided in accordance with the contract.

6. Delivery and Shipping

6.1 Delivery shall be made in accordance with the work instructions AA - EK 011 and AA - ALS 001 and the shipping instructions of MOOG on the agreed dates. These regulations and work instructions are known to each Supplier and must be strictly observed. They can be downloaded on the internet at <https://www.moog.com/suppliers/information-for-suppliers-shipping-to-moog-germany-generelle-informationen-anlieferungen-moog-deutschland-.html>. Higher costs and expenses, which occur as a result of deviation from the shipping method requested by MOOG, will not be accepted.

6.2 Each delivery must include and be labeled with a delivery note with barcode stating the delivery note number, order number, number of items and details of the content.

6.3 Agreed deadlines and delivery dates are binding. For the purposes of establishing the timeliness of delivery, the relevant point in time is the date of receipt at the place of delivery according to agreed Incoterms and for deliveries involving installation and assembly as well as services, the relevant point in time shall be the date of acceptance by MOOG.

6.4 Should Supplier become aware that it cannot meet the agreed delivery dates, it shall immediately notify MOOG in written form of this and stating the reason for as well as the anticipated duration of the delay. The notification shall be sent to the MOOG employee mentioned in the order. MOOG otherwise reserves all contractual and legal rights.

6.5 In the event of a delay in delivery, MOOG may charge a penalty for delay in the amount of 0.5 % of the order value per commenced week, but not more than 5 % of the order value. Additional or other statutory rights are not affected hereby. The acceptance of a delayed delivery does not affect any claims for compensation with regard to further damages caused by default.

6.6 The agreed delivery dates and deadlines of the Supplier can be postponed by MOOG up to a maximum of 3 months, without the Supplier being entitled to any claims for this.

7. Packing

7.1 The delivery item must be properly packed in a manner customary in industry. The packing must comply with all the technical and statutory provisions. The instructions set out in MOOG's Packaging Handbook must be observed. They can be downloaded on the internet at <https://www.moog.com/content/dam/moog/literature/Corporate/Suppliers/EL-D242.pdf>.

7.2 Unless otherwise agreed, recyclable materials must be used for the filling material and packaging. Otherwise, MOOG shall be entitled to return them at the expense of the Supplier.

8. Export-Law Provisions

The Supplier shall be obliged to inform MOOG about any (re-) export license requirements or restrictions for the goods under German, European or US export control law and customs regulations as well as the export control law and customs regulations of the country of origin of the goods in its business documents and to send the following information on goods subject to license requirements to MOOG in good time prior to the first delivery and immediately in the event of changes:

1. MOOG material number
2. Description of items/goods
3. All applicable export list numbers including the Export Control Classification Number pursuant to the U.S. Commerce Control List (ECCN)
4. Country of Origin of the items/goods under commercial policy
5. HS Code of the items/goods
6. A contact person in its organization to resolve any inquiries

9. Certificate of Origin and Supplier's Declaration

The Supplier is obliged to inform MOOG in a binding manner about the commercial origin or the respective required preferential origin. Therefore, Supplier shall issue a long-term supplier's declaration for deliveries of goods within the European Union in accordance with the applicable valid EU implementing regulation within a period of 21 days after MOOG's request. Furthermore, the Supplier warrants that it will enclose the required proof of origin for deliveries of goods from a free-trade agreement/preferential agreement country. The commercial origin shall be stated on the respective commercial invoice and if required, a certificate of origin shall be issued. In the case of a first delivery, the original data must be communicated in writing at the latest at the time of the first delivery. Changes of the origin of goods must be immediately notified to MOOG in writing.

10. Compliance and Hazardous Substances

10.1 Within the scope of fulfillment of Suppliers delivery and service obligation in accordance with this contract, the Supplier shall at all times observe and comply with the following requirements, in the respectively applicable version:

- 10.1.1 all applicable laws, including EU/EC Community law and all national and international, governmental, regional, local, customary law or other statutes directives, regulations, treaties or conventions as any additional protocols, and
- 10.1.2 all industry standards, including upholding a standard of due care which may reasonably be expected of an experienced Supplier in that industry under comparable circumstances.

These are in particular the REACH regulation, RoHS directive, environmental regulations, anti-corruption laws. Supplier is obliged to provide information, also with regard to changes.

Furthermore, the Supplier assures that the delivered goods do not contain any of the materials specified in the REACH regulation according to the "List of Substances of Very High Concern Candidate for Authorization (short "SVHC List").

10.2 The Supplier hereby declares and confirms that he has received a copy of the "Code of Conduct for Suppliers of MOOG GmbH" or that he has been informed of how it can be found on the internet under: https://www.moog.com/content/dam/moog/literature/ICD/code_of_conduct_for_suppliers_of_moog_gmbh.pdf. The Supplier agrees to comply with his contractual obligations in accordance with the Code of Conduct for Suppliers of MOOG GmbH.

10.3 MOOG must be notified immediately if the Supplier's delivery contains hazardous substances as contemplated by GefStoffV (German Hazardous Substances Ordinance). The notification must be sent to the MOOG employee named in the order. The Supplier undertakes to provide the EC safety data sheet in accordance with DIN 52900 without being requested to do so prior to delivery.

11. Access to Production Facilities

MOOG shall have the right, after prior consultation with the Supplier, to have access to the Supplier's production facilities and Supplier shall assign a responsible contact person to assist for these specific queries. Supplier is obliged to obtain consent from its own sub-suppliers to ensure that MOOG may also have this right at their premises.

12. Force Majeure

Force majeure, labor disputes, unrest, official measures and other unforeseeable, unavoidable and serious events shall release the Supplier from his performance obligations for the duration of the disruption and the extent of its effect. This shall not apply if these events occur at a time when the Supplier is already in default. The Supplier shall be obliged, within reason, to provide the necessary information immediately and to adapt the obligations to the changed circumstances in good faith.

13. Claims for Defects

13.1 The Supplier warrants that its deliveries and performances comply with all recognized technical standards, safety regulations and agreed technical data, are of the agreed quality and durability, and are free from other defects. Any modification of the delivery item requires the prior written consent of MOOG.

13.2 Acceptance shall be subject to an inspection free of defects. MOOG shall inspect the delivery items upon delivery only with regard to identity, quantity and externally recognizable transport damage, insofar and as soon as this is feasible in the ordinary course of business. Defects will be notified by MOOG immediately after their discovery. To this extent, the Supplier waives the objection of delayed notification of defects.

13.3 Acceptance shall require the written acknowledgement by MOOG.

13.4 The limitation period for claims for defects against the Supplier shall be 28 (twenty-eight) months from receipt at the place of destination specified by MOOG, unless another limitation period has been agreed in an individual contract or longer statutory limitation periods apply.

13.5 If the Supplier fulfils its obligation of subsequent performance by delivering a replacement, the limitation period for the goods delivered as replacement shall start to run again.

13.6 The Supplier shall make a statement in writing within 15 days to any notification of defects in the delivered goods. At least the statement shall include comments on the following points:

1. Reference to the notified transaction number of the notification of defect by MOOG
2. Which cause is responsible for the defect and how this was determined
3. What actions are taken to remedy the defect
4. What actions are taken to avoid recurrence

13.7 If the Supplier does not start to remedy the defect immediately upon MOOG's request, MOOG shall be entitled in urgent cases, particularly to avert acute risks and/or to avoid disproportionately high damages, to remedy the defect itself or have it remedied by third parties at the Supplier's expense.

13.8 If the same good is repeatedly delivered defective, MOOG shall be entitled to rescind from the contract for the not yet fulfilled scope of delivery after a written warning.

13.9 The Suppliers liability for material defects shall be limited as follows. In the event of ordinary negligence, MOOG waives any claims for damages due to loss

of profit. In individual cases, the claims for damages shall be limited in value to the higher of the following two amounts: 1 million € or the value of the turnover achieved between MOOG and the Supplier in the previous calendar year. The similar defective goods delivered within 3 months shall in this respect be combined into one case.

13.10 In all other respects, the statutory provisions for claims based on defects shall apply.

14. Product Liability and Insurance Cover

14.1 As far as the Supplier is responsible for a product damage, it shall be obliged to indemnify MOOG from claims for damages of third parties on first demand as far as the cause is within his sphere of control and organization and it is liable itself in its rights and duties as to third parties.

14.2 The Supplier shall within this framework also be obliged to reimburse any expenses pursuant to §§ 683, 670 BGB (German Civil Code) incurred as a result of or in connection with a recall action or product failure caused by the Supplier, unless the claim is based on §§ 830, 840 BGB in conjunction with §§ 426, 254 BGB. MOOG will inform the Supplier – as far as possible and reasonable – about the content and scope of the recall measures to be carried out and give the latter the opportunity to comment.

14.3 The Supplier undertakes to maintain product liability insurance with a reasonable amount insured, but at least 1 million € per personal injury and damage to property, and to provide evidence of this on request.

15. Non-Compliance with Obligations

MOOG is entitled to revoke the respective order if the Supplier violates one of the obligations contained in these terms and conditions. The Supplier shall indemnify MOOG and hold MOOG harmless against any and all liability claims, demands or expenses arising out of the failure to perform the aforesaid obligations.

16. Third-Party Rights and Industrial Property Rights

16.1 The Supplier warrants that all deliveries are free from third-party industrial property rights and that patents, licenses or other third-party industrial property rights are not infringed worldwide by the delivery and use of the delivery items.

16.2 The Supplier shall indemnify MOOG on first demand against all claims made against MOOG due to infringement of an industrial property right and other rights of third parties and bear the costs of protecting such rights if such claims are based on a culpable breach of duty by the Supplier.

17. Data Protection

Personal data of the Supplier shall be processed by MOOG or within the MOOG Inc. group to the extent necessary for the conclusion, execution/performance or termination of an order. This applies, for example, to the transfer of information to purchasing, sales, technical, administrative or financial departments. In addition, it may be necessary to transfer the Supplier's personal data to our service providers for dispatch, invoicing or customer support purposes. The legal basis for the processing of personal data in the context of the creation, execution/performance and termination of an order in the B2B area is Art. 6 Para. 1 S. 1 lit. f) DSGVO. Further processing of your personal data will only take place on the basis of statutory provisions or your consent.

18. Provisions of Materials

18.1 Materials provided by MOOG, such as tools, models, designs, patterns, materials, drawings, print templates, standard sheets and the like shall remain the property of MOOG. They must be secured against unauthorized use, stored separately free of charge, designated and administered as MOOG's property. These objects as well as objects manufactured thereafter may not be passed on to third parties or used for purposes other than the contractual purposes without the written consent of MOOG. In the event of depreciation or loss, the Supplier must pay compensation. This also applies to the invoiced transfer of order-related material. Subject to further rights, MOOG may demand their surrender.

18.2 Any materials provisions that have not been consumed shall be sent to MOOG without request after successful performance of the contract, unless there is a follow-up order, which also requires the materials. MOOG shall bear the costs of the return shipment. MOOG reserves the right to determine the method of return.

18.3 The Supplier undertakes to insure the materials belonging to MOOG at their replacement value at its own expense in accordance with standard commercial practice, in particular against fire, water and theft damage.

18.4 If MOOG has paid the Supplier's tool costs, MOOG shall be entitled to reclaim such payment if the Supplier has repeatedly delivered defective goods, the cause of which is not due to wear and tear of the tool.

19. Place of Performance

The place of performance shall be the place to which the goods are to be delivered in accordance with the order or to which the service is to be performed.

20. Confidentiality and Competition

20.1 The order and the information provided to the Supplier and its subcontractors in this connection shall be treated confidentially, even beyond the duration of the contract. The know-how of MOOG may only be made available to the Supplier's vicarious agents to the extent that it is necessary for the individual persons for the purpose of fulfilling the order. The Supplier and the subcontractors shall store the data in accordance with the provisions of the Federal Data Protection Act. In the event of breach of the confidentiality agreement, MOOG shall be entitled to claim damages.

20.2 In order to safeguard the confidentiality agreements, which MOOG has entered into with its customer, and to protect MOOG's intellectual property, the Supplier warrants the confidential treatment of transferred know-how. The Supplier warrants that its vicarious agents, agents and subcontractors shall be bound in writing to confidentiality in accordance with this obligation of confidentiality.

The Supplier shall not be permitted to use the know-how obtained from MOOG for purposes other than commissioned performance of work.

20.3 The Supplier undertakes not to compete with MOOG directly or indirectly with the performance commissioned by MOOG and the know-how provided, nor to promote or support third parties as competitors. Goods manufactured by MOOG according to technical specifications may not be made accessible to third parties.

21. Severability

In the event that single provisions of these terms and conditions and any further agreements reached be or become invalid, this shall not affect the validity of the remaining provisions. The corresponding provision of the applicable law will replace any invalid contract provision.

22. Jurisdiction and Applicable Law

22.1 Place of jurisdiction is Stuttgart / Germany. Unless otherwise agreed, the court language shall be German. MOOG is also sue the Supplier at any other permissible place of jurisdiction.

22.2 The contractual relations shall be governed exclusively by the law of the Federal Republic of Germany, excluding conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.