

Moog Ireland Ltd, Moog Inc.
Standard Terms and Conditions of Purchase

unless in writing and signed by an authorized representative of both Buyer and Supplier.

3. Delivery

Supplier's timely performance is critical to the success of this Order.

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required under this Order, for any purpose other than performance of orders for Buyer.

(k) Buyer shall have the right to audit all pertinent books and records of Supplier, and to make reasonable inspection of Supplier's premises, in order to verify compliance hereof. Buyer shall be entitled to commence such audit no later than five (5) days after Buyer notifies Supplier.

(l) Irish Protected Materials.

(i) In this Article 5, subparagraph (l), "Irish Protected Materials" means information, software, hardware, and equipment classified as "official information" or above by the Irish Government or which access is otherwise similarly restricted in the interests of Irish national security;

(ii) Only Supplier's personnel with appropriate Irish security clearances shall have access to Irish Protected Material and Supplier acknowledges that

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correction or replacement. 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 and return to the original point when that point is not the Supplier's plant. 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 (or such longer period as Buyer's Authorized Procurement Representative may authorize in writing) after receipt of notice from Buyer's Authorized Procurement Representative specifying such failure, Buyer shall have the right by contract or otherwise to replace or correct such Goods and charge to the Supplier the cost occasioned Buyer thereby.

(i) Supplier will not redeliver corrected or rejected Goods 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 including the section hereof entitled "Warranty" or under any other warranties, express or implied, provided by Supplier.

8. Warranty

(a) Supplier warrants that, for a period of twenty-four (24) months from acceptance, all Goods or Services furnished under this Order will conform to all specifications and requirements of this Order, be free from defects in materials and workmanship and be free from all liens and encumbrances. To the extent Goods are not manufactured pursuant to detailed designs and specifications furnished by Buyer, the Goods will be free from design and specification defects. This warranty will survive inspection, test, acceptance and payment for the Goods or Services will run to Buyer and its successors, assigns and customers and will begin after Buyer's acceptance of the Goods or Services.

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

(c) 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, re-perform or replace the Goods or Services, 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.

9. Price Warranty

Supplier warrants that the prices for the Goods sold 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 hereof correspondingly.

10. Indemnification

(a) Supplier covenants and agrees to indemnify, protect, hold harmless and defend Buyer, its officers, directors, employees, agents and

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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.

21. 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 Irish law including the Sale of Goods Acts 1893 and 1980, where applicable (or if Supplier is located in the U.S., in accordance 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 simila4 (or)26.5sny e56.5 (f)34 fye Tw 0 -Ar8.6 (26.6 (ah(em)26.5 (5-0.034 w)40.5 (28.5 (h74j0]a)-63 t)34 (i)-84 (r)26.5-63 (r)26.5 (B)-s)26.5 ()

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33. 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) However, despite any other obligations or restrictions imposed by this provision, Buyer will own and maintain all rights in any design and/or development work or items, including software, that are produced by Supplier under the Order and paid for by Buyer. Further, Buyer will have the right to use, disclose and reproduce Supplier's Proprietary Information and make derivative works for the purposes of testing, certification, use, sale and support of any item delivered in connection with this Order. Any such use, disclosure, reproduction or derivative work by Buyer will include restrictions suitable under the particular circumstances.

(c) 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.

(d) 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.

(e) Notwithstanding any other provisions of these Terms and Conditions, 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.

(f) *Notice of Immunity Under the Defend Trade Secrets Act of 2016 ("DTSA")*. Notwithstanding any other provision of these terms and conditions, Supplier acknowledges and shall ensure that its sub-suppliers and the employees of Supplier and sub-suppliers are aware that an individual shall not be held criminally or civilly liable under any United States Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a United States Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any United States Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

34. Disputes

(a) Arbitration. If any dispute arises relating to this Agreement, the parties will endeavour 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 before the President of the Law Society of Ireland in accordance with its rules. Pending final resolution of any dispute, Supplier will diligently proceed with the performance of this Order, including the delivery of Goods, as directed by Buyer. 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

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memoranda, and any other information (regardless of the media of

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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 Contract 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

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