Moog Inc.
Standard Terms and Conditions of Purchase

ACCEPTANCE OF ORDER
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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. "Day" means a calendar day.

G. "Disabling Device" means any software, virus, worm, Trojan horse, back door, timer, clock, counter, other limiting design or routine, uncorrected known vulnerability, or other item that may cause software or any data generated or used by it to be erased or to become inoperable or inaccessible, or that may otherwise cause such software to become temporarily or permanently incapable of performing in accordance with this Order. Disabling Devices also include, without limitation, any devices triggered (i) after use or copying of software or a component thereof a certain number of times, (ii) after the lapse of a period of time, (iii) in the absence of a hardware device, (iv) after the occurrence or lapse of any other triggering factor or event, or (v) due to external input, including across a computer network.

H. "Force Majeure" means any unforeseeable cause beyond a party's reasonable control affecting that party without its fault or negligence, which may include 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 goq0.000009128d5(o)4(r)5( )-169(o)4(r)5( )-1600003>-348003>24004A>3>-3-49(h)4(a)4(r)5(d)v313>-3-49(h)43

permission of Buyer, all insurance charges will be deducted from the Supplier's invoice. For shipments via ocean vessel where Buyer is the Importer of Record with the U.S. Customs and Border Protection (CBP), it is the responsibility of Supplier to provide commercial invoices that meet the criteria of ISF (10+2) filings and to use only authorized ocean carriers as designated in Buyer's

documentation, including import, end-user, and retransfer certificates.

(h) Where Supplier is a signatory under a Buyer export license or export agreement (e.g., TAA, MLA), Supplier shall provide prompt notification to Buyer Representative in the event of changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U. S. Government investigation, that could affect the Supplier's performance under this Order.

(i) 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 (ECCN) and the Harmonized Tariff Schedule Classification (HTS) Number.

(ii) for non-U.S. sources, the HTS Number.

(j) Supplier shall indemnify, hold harmless, and defend Buyer, its officers, directors, employees, agents, customers, successors, assigns, and other suppliers from and against any and every liability, claim of liabilit

23. Environmental, Health, and Safety

(a) Supplier represents and warrants that it shall perform all obligations under this Order in compliance with all applicable Federal, State, and local environmental, health, and safety laws and regulations.

(b) When Supplier is contracted to perform a service on the Buyer's premises, Supplier agrees to follow all of the sites' applicable Environmental, Health, and Safety procedures that are specific to the facility (such as security access, injury or spill reporting, personal protective equipment, or response to alarms on site). All waste generated by the Supplier while on Buyer's premises must be managed in accordance to Buyer's specifications, and all waste Supplier generates while on Buyer's site becomes Buyer's responsibility. The Supplier may be audited to ensure compliance with these requirements.

(c) Facility Specific Environmental, Health

33. Confidential, Proprietary, and Trade Secret Information and Materials

(a)

the following: news bulletins, press releases, social media posts, 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) Supplier shall include the provisions of paragraph (a) in any subcontract awarded as a result of this Order.

(c) In the event of Supplier's breach of this Section, Buyer shall, in addition to other available remedies, have the right to terminate this Order in accordance with the provisions of Section 21, "Termination for Default" 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 Services 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 Services 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.

(c) Supplier personnel shall: (i) not remove Buyer or its customer's assets from Buyer's or customer's premises without Buyer authorization; (ii) use Buyer or customer assets only for purposes of this Order; (iii) only connect with, interact with, or use Buyer's computer networks and equipment, communications resources, programs, tools, or routines as Buyer agrees, all at Supplier's risk and expense, and then only in compliance with applicable Buyer policies; and (iv) not share or disclose user identifiers, passwords, cipher keys, or computer dial port telephone numbers. Buyer may monitor any communications made over or data stored in Buyer computer networks and equipment or communications resources.

48. Prohibited Software

(a) As used herein, "Prohibited License" means the General Public License ("GPL") or Lesser Library GPL, the Artistic License (e.g. PERL), the Mozilla Public License, the Netscape Public License, the Sun Community Source License, the Sun Industry Standards License, or variations thereof, including without limitation licenses referred to as "GPL Compatible, Free SoftwarÂ E Ï ß ŕ

shall not be liable to pay for any suspected Counterfeit Goods unless and until deemed authentic, and Buyer shall not be required to return any such suspected Counterfeit Goods to Supplier.

(e) In the event that Goods delivered under this Order are, or include, Counterfeit Goods, Supplier shall promptly investigate, analyze, and report in writing to Buyer whether such Counterfeit Goods 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. Notwithstanding any other provision in this Order, in the event that Goods delivered under this Order are, or include, Counterfeit Goods, Supplier is responsible for all costs, including without limitation Buyer's and Buyer's customer(s) costs of (i) replacing Counterfeit Goods with genuine Goods conforming to the requirements of this Order; (ii) removing Counterfeit Goods; (iii) installing replacement Goods; and (iv) any testing necessitated by the reinstallation of genuine Goods after the Counterfeit Goods have been exchanged.

(f) Supplier and Supplier's subcontractors that are allowed access to the U.S. Government Data Interchange Program (GIDEP) shall participate in monitoring GIDEP reports and Supplier shall act on GIDEP reports that affect any Goods under this Order. If Buyer determines in its sole discretion that there is credible evidence that any Goods delivered under this Order constitute Counterfeit Goods or suspected Counterfeit Goods, Supplier, or its subcontractor, shall, if directed by Buyer to do so, issue a GIDEP alert and shall ensure that no further Counterfeit Goods or

AIRCRAFT GROUP SUPPLEMENT
If the Order is for Moog Aircraft Group, the following Sections 57 through 66 apply:

58. Code of Basic Working Conditions

(a) Supplier shall use its good faith efforts to comply with the provisions of the Boeing Code of Basic Working Conditions and Human Rights, as described at: https://www.boeing.com/principles/human-rights.page.

59. C-TPAT

If Supplier ships, or causes any of its subcontractors 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 subcontractors 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 this Order.

60. Environmental, Health, and

(b) Supplier shall cause provisions similar to Section 27, "Supplier Changes in Product, Manufacturing Location, or Process Definition" to be inserted in its contracts with its own subcontractors, provided that such provisions impose obligations on subcontractors that are consistent with the obligations imposed on Supplier herein.

66. Warranty

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

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

(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 this Section, 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 this Section, 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) Days or less for electronic Goods.
(B) Twenty-eight (28) Days or less for other Goods.

(iii) During the warranty period, Buyer shall 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.

67. Subcontracting

(a) If Buyer grants approval to subcontract this or any substantial part of this Order pursuant to Section 29 – "Subcontracting", Supplier shall maintain complete and accurate records regarding all subcontracted items and/or processes, and shall ensure that