

TERMS AND CONDITIONS OF SALE

Except where otherwise specified, this sale is subject to the following terms and conditions:

1. Basic Agreement

This Agreement is entered into between Moog, Inc., a corporation formed pursuant to the laws of the State of New York, United States of America, ("Moog" or "Seller"), having its office at Jamison Road & Seneca Street, East Aurora, N.Y., 14052, and "Customer," (individually "a Party" and collectively "the Parties"). The Seller hereby agrees to sell and Customer agrees to purchase "Products" or "Services" as set forth on the face of the Purchase Order in United States Dollars, in accordance with these terms and conditions of this Agreement.

2. Definitions

Throughout this Agreement, the following definitions shall apply unless stated otherwise:

- 2.1 "Agreement" means this document including all Exhibits, Annexes, and Attachments hereto and any other document expressly incorporated as part of the Agreement.
- 2.2 "day" means calendar day.
- 2.3 "Dollars" or "\$" means United States Dollars.
- 2.4 "Equitable Adjustment" means any mutually agreed upon formal change in price, delivery schedule, and/or other provisions of this Agreement to reflect resolution of unforeseen occurrences affecting one or both Parties to this Agreement.

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Except where otherwise specified, this sale is subject to the following terms and conditions:
require a separate purchase order from
Customer.

- 8.4 THE FOREGOING COVENANTS ARE
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Except where otherwise specified, this sale is subject to the following terms and conditions:

to continue use of the Product, (ii) replace or modify the Product to make it non-infringing, provided it performs the same function, or (iii) grant to the Customer credit on the original price thereof as depreciated on a straight-line five (5) year basis.

19.5 THIS ARTICLE STATES THE ENTIRE LIABILITY OF SELLER WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR PROPRIETARY RIGHT TO ANY PRODUCT SUPPLIED BY SELLER.

19.6 Customer warrants that any design, instruction, equipment, software or data provided by Customer to Seller, either directly or indirectly, shall not cause Seller to infringe on any patent, registered design, trademark or copyright. In the event Seller is made aware of an alleged infringement, Seller shall immediately advise Customer and Customer will take all actions necessary to resolve the alleged infringement. Customer shall indemnify, defend and hold harmless Seller, its officers, agents and employees against any expense, loss, attorney's fees, costs, damages or liability to the extent any claim or action based upon the use of items supplied by Customer infringe any United States patent or copyright or proprietary right.

20. Retention of Proprietary Rights

Sale of the Products to Customer does not convey a license, implied or otherwise, under any patent, or "Patent Pending" in which Seller has an interest nor does it constitute an offer of license to Customer. All data contained herein shall be accurate, complete and up-to-date as of the date of sale. Customer shall be responsible for obtaining all necessary licenses, permits, and approvals for the use of the Products. Customer shall not use the Products for any purpose other than that intended by Seller. Customer shall not disclose, copy, or otherwise use the Products or any information contained therein for any purpose other than that intended by Seller. Customer shall not use the Products or any information contained therein for any purpose other than that intended by Seller.

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Except where otherwise specified, this sale is subject to the following terms and conditions:
thirty (30) days after conclusion of the termination settlement.

32.5 In the event Seller terminates this Agreement as otherwise provided for herein, the termination process shall be in accordance with Sections 32.2 through 32.4 above.

33. Inspection and Final Acceptance

33.1 Inspection and Final Acceptance of the Products shall occur at the time of delivery as described in Section 6 of this Agreement, "Delivery and Freight; Title and Risk of Loss", and shall be performed according to Seller's standard commercial practice by Seller's Quality Assurance Personnel. Subject to U.S. Government security restrictions, Customer has the right to send a representative or appoint a suitable agent to witness Inspection and Final Acceptance; if done, this will be at Customer's expense.

33.2 Seller shall inform Customer thTJ thTJ 3.9 (f)TF (or)15.6 (m)-hall212..7 ((S)-8.7 (t)-s.7 (')7.9 9 ()15.5 ah)-9.6 (t)-9.6n

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orally, and no change, termination or attempted