

TERMS AND CONDITIONS OF SALE
MOOG INC. INDUSTRIAL GROUP
VIRGINIA AND NORTH CAROLINA SITES

Moog Inc. ("Seller"), hereby offers to supply the Products and/or services identified in the quotation, proposal, or acknowledgment to the individual or entity specified in the relevant Contract as the purchasing party ("Buyer") expressly conditional upon Buyer's acceptance of the following Terms and Conditions of Sale (the "Terms"). Seller, by its commencement of performance, shall not prejudice its rights to enforcement of these Terms. "Contract" means these Terms and any agreement for sale and purchase of Products (i) resulting from Buyer's Order and Seller's Order Confirmation or (ii) executed by Seller and Buyer, or proposed by either party and accepted by the other party in writing evidencing the key commercial terms of the transaction,

b) Orders issued by Buyer shall become binding on Seller only upon the issuance of an Order Confirmation, or upon delivery of the Products, whichever is earlier. No changes to an Order issued by Buyer shall be binding unless Seller issues a new Order Confirmation or upon delivery of the Products in accordance with such changes, whichever is earlier.

c) Any Order by and delivery to Buyer is subject to, among other things, general credit approval and a specific credit limit set by Seller for Buyer at Seller's reasonable discretion. In the event that at any time Buyer places an Order to Seller which, individually or cumulated with the value of

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reimburse Seller for all costs incurred by Seller in collecting any late payments, including, without limitation, reasonable attorneys' fees.

f) In addition to all other remedies available under these Terms, the Contract, or at law (which Seller does not waive by the exercise of any rights hereunder), if Buyer fails to pay any amount and such amount is not received by Seller on the due date, upon Seller's written demand all other amounts owed by Buyer to Seller but not yet due shall become immediately due and payable on the date indicated by Seller in its demand.

g) In no event shall Buyer be entitled to make any deduction, withholding, or setoff of any claim or disputed amount with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

6. OWNERSHIP:

a) Notwithstanding delivery, and without prejudice to the transfer to Buyer of the risk of loss of or damage to the Products according to the relevant Incoterm, title in the Products shall remain vested exclusively in Seller until Buyer has paid in full the price for such Products

b) During the period in which title in the Products remains vested in Seller, Buyer holds the Products as bailee for Seller and Buyer shall identify and, insofar as the nature of the Products permits, store the Products separately or in a manner that they cannot be confused with other goods or, where this is not possible, specifically ~~re~~to the volume of Products belonging to Seller contained in any common storage. Buyer shall insure the Products against all risks at their full replacement value. Buyer may use or sell such Products in the ordinary course of business, subject to clause 6.c a 6.d.

c) In the event Buyer sells the Products referred to in clause 6.b, any Buyer's claims towards third parties who purchase such Products and any and all proceeds from the sale of such Products are hereby assigned to Seller, who accepts such assignments. Seller may terminate the rights of Buyer to hold and use the Products by written notice in the event the payment of any invoice related to Products delivered to Buyer becomes overdue. Such rights shall automatically terminate in case of suspension of payments, controlled administration, insolvency, bankruptcy, liquidation, winding-up (or the equivalent under any jurisdiction) involving Buyer, or Buyer enters into an arrangement with its creditors. Upon termination of such rights: (a) all sums owed

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own cost and expense any action or claim in which such infringement is alleged. Buyer shall promptly notify Seller of any such action and shall provide Seller an opportunity, at Seller's option, to participate in any defense of such action or claim at Seller's own expense.

b)

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