

# Conditions of Purchase of MOOG GmbH



**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.