

General Terms and Conditions of Sale and Delivery of Moog GmbH

MOOG

1. Scope of application

1.1 These terms and conditions apply to all deliveries made by Moog GmbH ("Moog"). Deliveries shall be made exclusively subject to the following terms and conditions.

1.2 Deviating provisions of the purchaser shall only apply if Moog agrees thereto in writing. Delivery shall not be deemed to be consent. If Moog agrees to deviating provisions of the purchaser these shall only apply to the transaction for which they are concluded.

1.3 These terms and conditions apply to all future agreements with purchasers even if they are not expressly agreed in the future.

1.4 These terms and conditions are available in German and in English. Both versions are binding. In the event of contradictions or lack of clarity the German version shall prevail.

1.5 Technical documents, drawings and calculations which are provided to the purchaser in connection with the order negotiations and the execution of the agreement are confidential and shall not be used for other purposes, duplicated or disclosed to third parties by the purchaser. We reserve title, copyright and other rights in such documents.

2. Offer

2.1 Moog's offers shall be subject to confirmation.

2.2 Only written offers shall apply. Additional verbal consent or descriptions shall only apply if confirmed by Moog in writing.

2.3 The documents, drawings, delivery periods, weights and dimensions which are part of the offers are non-binding guidelines to the extent that they are not expressly confirmed as binding by Moog in writing.

2.4 Moog retains title and copyrights in offers, illustrations, drawings, calculations, samples and other documents. These may not be disclosed to third parties without Moog's express written consent. If Moog is not awarded a contract the documents shall be returned to Moog forthwith.

3. Agreement

3.1 The purchase agreement is concluded on written confirmation by Moog.

3.2 Moog's liability for defects which are the result of the documents submitted by the purchaser (e.g. illustrations, drawings, calculations) and incorrect or unclear, including verbal information provided by the Purchaser, is excluded.

4. Delivery period, delivery date and delivery

4.1 The delivery period shall begin when the purchaser receives the order confirmation from Moog or when Moog receives the acceptance declaration from the purchaser, but not before the purchaser has provided the licences, permits, contractual duties or other formalities or before settlement of the agreed payments.

4.2 The delivery date is met if the goods leave Moog's premises or the agreed place of dispatch or