

1. Scope of application

- a) The following commissioning and service terms and conditions exclusively shall apply for the execution of commissioning and/or service calls ("services") by Moog GmbH ("Moog") for Moog-manufactured products.
- b) Any different conditions from the purchaser shall be valid only if Moog has expressly approved them in writing. No approval is inherent in the acceptance or execution of the service. Should Moog approve different conditions from the purchaser, they shall apply only to the object for which they were agreed to. The same shall apply in the case of the unconditional execution of services in the knowledge of conflicting or different conditions from the purchaser.

2. Contract conclusion and general conditions

- a) Commissioning and service calls shall be performed only once they have been ordered in advance in writing by the purchaser who has confirmed that as far as it is concerned all prerequisites for the commissioning and/or service have been met.
- b) Moog shall decide upon the staff required and the means of transport.
- c) Labour time, travel costs and per diems shall be charged for the deployment of Moog staff.

3. Labour time and charge rates

- a) Invoicing for labour time is based on daily rates. Any travel and walking time shall be classed as labour time, as shall any idle time that is not the fault of Moog staff. Labour time and driving distances shall be calculated from the location of the respective service representative.
- b) Daily