

Moog Avionics

Standard Terms and Conditions of Purchase

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ACCEPTANCE OF ORDER

(a) This Order integrates, merges, and supersedes any prior offers, negotiations, and agreements, whether oral or written, concerning the subject matter hereof and constitutes the entire agreement between the Parties. This Order does not constitute an acceptance of any offer made by Supplier, and any reference to Supplier's quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in that document. To the extent this Order is in any way deemed to be an acceptance of a quotation or other offer by Supplier, any such acceptance is expressly conditioned upon the consent of Supplier to these Standard Terms and Conditions of Purchase. Notwithstanding anything to the contrary herein, if a master agreement covering procurement of the Goods and/or Services described in this Order exists between Supplier and Buyer, the terms of such agreement shall control.

(b) Supplier's acknowledgment, acceptance of payment, or commencement of performance, shall constitute Supplier's unqualified acceptance of this Order.

(c) Unless expressly accepted in writing by Buyer, additional or differing terms or conditions proposed by Supplier or included in Supplier's acknowledgment are objected to by Buyer, shall be deemed a material alteration to this offer, and have no effect. However, any such proposal shall not operate as a rejection of this offer if Supplier otherwise commences performance. These terms and conditions shall apply even if Buyer unconditionally accepts Supplier's delivery of Goods or performance of Services whilst being aware of Supplier terms and conditions, which add to, vary from, or otherwise conflict with these terms and conditions.

(d) Supplier acknowledges that the Goods and Services ordered will be utilized in industries in which substantial consequential damages are foreseeable in that industry, including without limitation, liquidated damages and penalties imposed on Buyer by its own customers.

DEFINITIONS

As used throughout this Order, the following definitions apply unless otherwise specifically stated:

A. "Buyer" means Moog Inc., or a subsidiary, division, affiliate, successor, or assign of Moog Inc., or other entity issuing this Order, or issuing any order under any agreement to which these terms and conditions are attached or referenced therein, or to any entity to which this Order is assigned pursuant to this Order.

B. "Buyer-Funded Items" means all tooling, test equipment, and material wholly or partially funded by Buyer under this Order, including, without limitation, any such items identified as a separate line item under this Order and fabricated or acquired by Supplier under this Order.

C. "Buyer-Furnished Items" means all materials, tooling, equipment, and parts for repair or service that Buyer furnishes to Supplier under the provisions of this Order.

D. "Buyer Representative" means the designated representative of Buyer's procurement department listed on the face of the Order.

E. "Counterfeit Good(s)" means a part that is a copy or substitute without legal right or authority to do so or one whose material, performance, or characteristics are knowingly misrepresented by a supplier at any level in the supply chain. Examples of Counterfeit Goods may include, but are not limited to: (i) parts which do not contain the proper internal construction (die, manufacturer, wire bonding, etc.) consistent with the specifications of the ordered part, (ii) parts which have been used, refurbished or reclaimed, but represented as new product, (iii) parts which have a different package style or surface plating/finish than the ordered parts, (iv) parts which have not successfully completed the Original Equipment Manufacturers (OEM) / Original Component

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Manufacturer's (OCM) full production and test flow, but are represented as completed product, (v) parts sold as up-screened parts, which have not successfully completed up-screening, or (vi) parts sold with modified labeling or markings intended to misrepresent the part's form, fit, function, grade or manufacturing date.

F. "Day" means a calendar day.

G. "Disabling Device" means any software, virus, worm, Trojan horse, back door, timer, clock, counter, other limiting design or routine, uncorrected known vulnerability, or other item that may cause software or any data generated or used by it to be erased or to become inoperable or inaccessible, or that may otherwise cause such software to become temporarily or permanently incapable of performing in accordance with this Order. Disabling Devices also include, without limitation, any devices triggered (i) after use or copying of software or a component thereof a certain number of times, (ii) after the lapse of a period of time, (iii) in the absence of a hardware device, (iv) after the occurrence or lapse of any other triggering factor or event, or (v) due to external input, including across a computer network.

H. "Force Majeure" means any unforeseeable cause beyond a party's reasonable control affecting that party without its fault or negligence, which may include acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, or general strikes.

I. "Goods" means goods, supplies, or items that include, but are not limited to, those part numbers, model numbers, and/or descriptions set forth on the face of this Order. These terms also include computer software or hardware (including any software, firmware or other hardwired logic embedded within the hardware) delivered or to be delivered under this Order.

J. "Government" shall mean the federal government of the United States of America.

K. "Manufacturing Materials" means supplies, materials, samples, tooling, dies, jigs, fixtures, plans, designs, specifications, software, drawings, technical information, and contract rights.

L. "Open Source" means with respect to Software and any licenses of same, that Software provided under a license which permits the user to run, copy, distribute, study, change, modify and/or improve the Software but which prohibits the user from: (a) withholding improvements and/or modifications made by the user to the source code when and/if user thereafter distributes the Software; and/or (b) adding restrictions on use when redistributing or transferring the Software to third parties. For purposes of this Order, "Open Source" Software shall also include "Free Software" as defined by the Free Software Foundation Inc.

M. "Order" means this order, including change notices, supplements, amendments, or modifications thereto, except where the context indicates that a particular Order document or other particular document is being referred to.

N. "Services" means any effort provided by Supplier incidental to the sale of Goods by Supplier under this Order including, without limitation, installation, repair and maintenance Services. The term "Services" shall also include, without limitation, any effort specifically required by this Order, including all associated efforts such as design, engineering, repair, maintenance, technical, construction, training, consulting, professional, special processes, or other services.

O. "Supplier" means the legal entity providing Goods and/or Services or otherwise performing work pursuant to this Order.

TERMS AND CONDITIONS OF PURCHASE

1. Specifications

Supplier shall comply with all specifications stated in this Order and contained in Supplier's product literature or proposal to the extent consistent with this Order.

2. Modifications

This Order shall not be modified by or interpreted by reference to any course of dealing or usage of trade and shall not be modified by any course of performance. Except as provided herein, no modification or amendment of this Order shall be effective unless in writing and signed by an authorized representative of both Buyer and Supplier.

3. Delivery

Supplier's timely performance is critical to the success of this Order and time will be deemed of the essence of this Order. Supplier will make deliveries strictly in accordance with the delivery schedule contained in this Order. If the Supplier suspects or determines that deliveries will not be made in accordance with that schedule, Supplier shall notify Buyer Representative of the possible delay, the cause, and the proposed recovery schedule no later than three (3) Days after learning of the possible delay, and shall continue to notify Buyer Representative of any material change in the situation. In the event that (a) Buyer receives such a notification; or (b) Supplier fails to comply with the schedule, Buyer may, in addition to all other remedies, (i) require Supplier, at Supplier's expense, to ship Goods via air freight or expedited routing to avoid or minimize delay; (ii) require Supplier, at Supplier's expense, to accelerate the production of the Goods; and/or (iii) fill this Order or any portion thereof from sources other than Supplier and to reduce Supplier's Order quantities accordingly at no increase in unit price. Unless otherwise agreed to in writing by Buyer, any additional cost incurred by Buyer as a result of late delivery shall be borne by Supplier. Acceptance by Buyer of any late delivery shall not constitute a waiver of this Section. Buyer reserves the right, at its sole discretion, to return, or delay payment, for any Goods which are received more than fifteen (15) Days early to the terms of the Order.

4. Quantity

The quantities specified for delivery in this Order are the only quantities required by the Buyer. Therefore, if Supplier delivers quantities in excess of those specified in this Order, the Buyer shall not be required to make any payment for the excess goods and, at the Buyer's election, may keep or return the excess goods at Supplier's sole risk and expense.

5. Buyer-Furnished and Buyer-Funded Items

(a) Buyer shall have no liability to Supplier by reason of any delay in delivery of, or failure to deliver, such Buyer-Furnished Items. If Buyer-Furnished Items are not delivered to Supplier in sufficient time, Supplier's sole remedy shall be that the resultant delay of Supplier in delivering to Buyer shall be treated in accordance with Section 19, "Force Majeure".

(b) Title to any Buyer-Furnished Items shall remain with Buyer or Buyer's customer as the case may be.

(c) Title to all Buyer-Funded Items shall vest in Buyer upon any payment for such items.

(d) Any Buyer-Furnished Items and any Buyer-Funded Items shall be used only for and in the performance of this Order unless otherwise directed by Buyer in writing.

(e) Upon completion or termination of this Order, any Buyer-Furnished Items and any Buyer-Funded Items shall be dispositioned in accordance with instructions from Buyer.

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(f) Supplier agrees, as a condition of this Order, that it shall: (i) properly mark/label, identify, and segregate any and all Buyer-Furnished Items and Buyer-Funded Items in connection with this Order in such fashion as to clearly identify such items as being the property of Buyer or Buyer's customer as the case may be, at all stages of its possession by Supplier; (ii) prevent the commingling of Buyer-Furnished Items and Buyer-Funded Items with other material in the Supplier's possession except in accordance with applicable Buyer specifications or Buyer's written approval; and (iii) assume responsibility for risk of loss or damage with respect to any Buyer-Furnished Items and Buyer-Funded Items at all times while it is in the custody, care, or control of Supplier, including Supplier's suppliers, and while in the hands of carriers with responsibility for such materials; and (iv) shall be responsible to provide confirmation of the foregoing as requested by Buyer.

(g) Supplier shall maintain a policy or policies of insurance covering all property on Supplier's premises owned by Buyer against loss or damage. Supplier shall submit a certificate verifying such insurance to Buyer upon request.

(h) Supplier, upon Buyer's request, shall provide a schedule of all quantities on hand of Buyer-Furnished Items and Buyer-Funded Items. Supplier is accountable for all quantities provided and financially liable for all damages or unaccounted Buyer-Furnished Items and Buyer-Funded Items, unless specifically agreed upon in writing by Buyer and provided for in this Order.

(i) When Buyer provides Buyer-Furnished Items for the manufacture of parts or assemblies, Supplier shall not substitute material from any other source nor shall Supplier or its subcontractors alter the Buyer-Furnished Item's physical or chemical properties except in accordance with applicable Buyer specifications or with Buyer's written approval.

(j) Supplier shall not reverse engineer, copy, or duplicate any Buyer-Funded Items, special tooling, or special test equipment for any purpose other than performance of this or other Orders for Buyer. Supplier shall not use, copy, duplicate, or transfer to any person, firm, or corporation, any such Buyer-Funded Items, special tooling, or special test equipment acquired or fabricated under any previous Order for the development or production of particular Goods or parts, or the performance of particular Services required under this Order, for any purpose other than performance of orders for Buyer.

(k) Buyer shall have the right to audit all pertinent books and records of Supplier, and to make reasonable inspection of Supplier's premises, in order to verify compliance with this Section. Buyer shall hereby be entitled to commence such audit no later than five (5) Days after Buyer notifies Supplier.

6. Special Tooling

Unless otherwise specified in this Order, the price includes the cost of gauges, jigs, fixtures, dies, molds, tools, patterns, and similar items of special tooling that may be manufactured or acquired by Supplier for use in the manufacture, fabrication, or assembly of the Goods called for herein, and unless otherwise specified in the Order, such special tooling shall be considered Buyer-Funded Items.

7. Quality Control, Inspection, Acceptance, and Rejection

(a) Supplier shall provide and maintain, without additional charge to Buyer, an inspection system that complies with all specifications stated in this Order along with Buyer's then current version of "Supplier Quality Requirements Manual", which is located at <https://genesys-aerosystems.com/wp-content/uploads/2023/10/8701.2.pdf>. In the absence of such specifications, Supplier shall be required to provide and maintain without additional charge to Buyer, an inspection system which is acceptable to Buyer, and if applicable, to Buyer's customer.

Supplier shall tender to Buyer for acceptance only Goods that have been inspected in accordance with an inspection system meeting the requirements of paragraph (a), and have been found by Supplier to be in conformity with all requirements of this Order.

(b) As part of the inspection system, Supplier shall prepare records evidencing all inspections made under the system and the outcome of such inspections. These records shall be complete and made available to Buyer during performance of this Order and for as long afterward as required by this Order or applicable laws and regulations, but in no event shall such period expire prior to: (i) ten (10) years after delivery of the last of the Goods or Services to be delivered hereunder; or (ii) final resolution of any dispute involving the Goods delivered or Services performed hereunder, whichever is later.

(c) If Supplier discovers that a non-conformance exists, or is suspected to exist in any Goods or Services provided to Buyer, Supplier shall provide written notification to Buyer within one (1) Day of becoming aware of this situation.

(d) Buyer may request one or more meetings with senior management or other employees of Supplier for the purpose of discussing any aspect of Supplier's performance of this Order. Supplier shall make such persons available to meet with representatives of Buyer as soon as may be practicable following a request for any such meeting by Buyer. Supplier shall make available to Buyer any additional information, reports, or other materials in connection therewith as Buyer may reasonably request.

(e) Buyer may perform reviews and evaluations as reasonably necessary to ascertain compliance with this Section. Such reviews and evaluations shall be conducted in a manner that will not unduly delay work under this Order. Further, it is recognized that despite such reviews, Supplier controls the day-to-day production, delivery and associated documentation of its work, and therefore, Buyer's right of review, whether exercised or not, does not release Supplier of any of its obligations of testing, inspection, quality control and associated documentation.

(f) Buyer and Buyer's customer shall have the right to inspect and test the material and workmanship of all Goods and Services at all places and times including, when practicable, during the period of manufacture or provision of Services. If any such inspection or test is made on the premises of Supplier, Supplier shall furnish, without additional charge to any such party all reasonable facilities and assistance for the safe and convenient performance of the inspection or test.

(g) Buyer shall use reasonable efforts to accept or reject Goods or Services within thirty (30) Days after delivery, unless otherwise provided in the Order. Buyer's failure to inspect and accept or reject the Goods or Services shall not relieve the Supplier from responsibility, nor impose liability on Buyer, for nonconforming Goods or Services. Title of the Goods shall transfer upon Buyer acceptance.

(h) Inspections and tests by Buyer do not relieve the Supplier of responsibility for defects or other failures to meet Order requirements discovered before acceptance. Buyer's acceptance also does not relieve Supplier of responsibility for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in this Order.

(i) In the event of rejection of the Goods or Services, Buyer, in addition to any other rights and remedies provided by law, or under other provisions of this Order, shall have the right to require the Supplier:

(i) at no increase in Order price, to correct or replace the defective or nonconforming Goods or Services at the original point of delivery or at the Supplier's plant at the election of Buyer Representative, and in accordance with a reasonable delivery schedule as may be agreed upon between the

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Supplier and Buyer Representative; provided, that Buyer Representative may require a reduction in Order price if the Supplier fails to meet such revised delivery schedule; or

(ii) if Buyer Representative elects not to require correction or replacement and to return such Goods to Supplier, within a reasonable time after receipt by the Supplier of notice of defects or nonconformance, to repay such portion of the purchase price that relates to the rejected Goods. When Goods are returned to Supplier, Supplier shall bear the transportation cost from the original point of delivery to the Supplier's plant and return to the original point if that point is not the Supplier's plant. If Supplier fails to perform or act as required in paragraph (h)(i) or (h)(ii) of this clause and does not cure such failure within a period of 10 Days after receipt of notice from Buyer Representative specifying such failure, Buyer shall have the right to replace or correct such Goods and charge to the Supplier the cost incurred by Buyer thereby.

(j) Supplier shall not redeliver corrected or rejected Goods without disclosing the former rejection or requirement for correction. Supplier shall disclose any corrective action taken. Repair, replacement and other correction and redelivery shall be completed within the original delivery schedule or such later time as Buyer Representative may reasonably direct.

(k) Buyer's rights under this Section shall be in addition to and shall not be deemed to diminish its rights under this Order or applicable law, including Section 8, "Warranty" or under any other warranties, express or implied, provided by Supplier.

8. Warranty

(a) Supplier warrants that, for a period of twenty-four (24) months from acceptance, or for a period of forty-eight (48) months from acceptance for Orders to Buyer, all Goods or Services furnished under this Order will conform to all plans, specifications, samples, and requirements of this Order, be free from defects in materials and workmanship, even if the design has been approved by Buyer, and be free from all liens and encumbrances, and to the extent Goods are not manufactured pursuant to detailed designs and specifications furnished by Buyer, the Goods will be free from design and specification defects. All warranties under this Order will survive inspection, test, acceptance and payment for the Goods or Services, will run to Buyer and its successors, assigns, and direct or indirect customers and will begin after Buyer's acceptance of the Goods or Services.

(b) Buyer may, at its option, either: (i) return the Goods for credit or refund, or (ii) require prompt correction or replacement of the defective or non-conforming Goods or Services. The return to Supplier of defective or nonconforming Goods and redelivery to Buyer of corrected or replaced Goods will be at Supplier's expense.

(c) Regardless of whether the parties disagree about the existence of a breach of this warranty, Supplier shall promptly comply with Buyer's direction to: (i) repair, rework, re-perform, or replace the Goods or Services, or (ii) furnish any materials, parts, and instructions required for Buyer to successfully correct the defect or nonconformance or have it corrected at Supplier's expense. If Buyer later determines that Supplier did not breach this warranty, future payments will be adjusted for actual costs incurred by Supplier.

(d) Buyer's rights under this Section shall be in addition to and shall not be deemed to diminish its rights under this Order or under any applicable law, including without limitation rights relating to non-conforming Goods delivered or Services performed by Supplier, regardless of when such non-conformity is discovered.

9. Price Warranty

Supplier warrants that the prices for the Goods sold or Services provided to Buyer hereunder are not more than those currently extended to any other customer for the same or similar Goods or

Services in similar quantities. In the event Supplier reduces its price for such Goods or Services during the term of this order, Supplier agrees to reduce the prices hereof correspondingly.

10. Indemnification

(a) Without limiting the generality of any other provision of this Order, Supplier shall indemnify, protect, hold harmless, and defend Buyer, its officers, directors, employees, agents, customers, successors, assigns, and other suppliers (each an "Indemnified Party") from and against any and every liability, claim of liability, allegation, judgment, cost, expense, reasonable attorney's fees, expense of litigation, court costs, cause of action, loss, or damage whatsoever, including, without limitation, death or injury to any person or damage to any property, resulting from or arising out of the performance of Supplier, its officers, employees, agents, suppliers, or subcontractors at any tier, under this Order, howsoever arising, including, without limitation, by reason of negligence, breach of warranty, defect in design, material, workmanship or Service, or strict liability. In the event Buyer should bring an action for enforcement of this indemnification provision, Supplier agrees that Buyer shall be entitled to be awarded its reasonable attorneys' fees and costs if Buyer prevails in such proceeding.

(b) Supplier agrees, in any instance where any claims, suits, actions, or legal proceedings, are brought against the Supplier that in any way affect any Buyer Indemnified Party's interests under this Order or otherwise, that:

(i) Supplier shall notify Buyer Representative in a timely manner (not to exceed seven (7) Days) after learning of any actual or threatened claims, suits, actions, or legal proceedings, and shall not at any time consummate any settlement or admit to any liability on the part of Buyer without Buyer's prior written consent;

(ii) Without releasing any obligation, liability or undertaking of Supplier to indemnify Buyer hereunder, Buyer shall have the right to:

- (A) Cooperate in the defense of such claim;
- (B) With permission of the court, intervene in any such action; or
- (C) Supersede Supplier in the defense of any such claim.

11. Packing, Declaration of Origin, and Shipment

(a) Supplier shall comply with instructions contained in Buyer's Supplier Quality Requirement Manual and make deliveries as ordered, without additional charges for boxing, crating, carting, or storage.

(b) Unless otherwise specified, Supplier shall be suitably pack Goods for their protection during transportation and ship via the lowest cost means that are otherwise appropriate for the Goods in accordance with the requirements of common carriers. Supplier is responsible for contacting Buyer to resolve any questions regarding proper packing or shipment under this Order.

(c) Goods covered by this Order shall be shipped in accordance with ICC Incoterms, 2020 Edition. Unless otherwise specified on the face of the Order, the applicable shipping and delivery Incoterms will be FCA (named place). Title of the Goods shall transfer upon Buyer acceptance.

(d) Supplier shall describe Goods in bills of lading in accordance with current national mode of freight or uniform freight classification, whichever is applicable. Buyer's Order number, symbols, and identification numbers must be plainly marked on all packages, bills of lading, and shipping orders. Supplier shall not declare any value on bills of lading if Buyer is responsible for shipping charges. If Supplier does declare a value without the

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permission of Buyer, all insurance charges will be deducted from the Supplier's invoice. For shipments via ocean vessel where Buyer is the Importer of Record with the U.S. Customs and Border Protection (CBP), it is the responsibility of Supplier to provide commercial invoices that meet the criteria of ISF (10+2) filings and to use only authorized ocean carriers as designated in Buyer's Inbound Freight Carrier Routing Guide.

(e) Packing lists will accompany each box or package shipped, showing Buyer's Order number, symbols, item number, and description of the Goods. Buyer's count or weight will be final and conclusive on shipments not accompanied by packing lists.

(f) Supplier shall comply with all applicable export/import requirements. In addition, Supplier will be responsible for conducting due diligence on all of its business partners, which shall require, without limitation, that Supplier shall immediately notify Buyer Representative if any Supplier business partner relevant to the performance of this Order is listed on or is added to any Government denied party list or if any of their privileges become denied, suspended, or revoked.

(g) When Goods provided under this Order originate outside of the United States, prior to its first shipment of Goods to Buyer, Supplier shall provide Buyer a Certificate of Origin specifying the Country of Origin, including Supplier name, Buyer Order number, Buyer part number, and, as requested, any other documentation that is reasonably required for CBP compliance.

(h) Supplier shall indemnify, hold harmless, and defend Buyer, its officers, directors, employees, agents, customers, successors, assigns, and other suppliers from and against any and every liability, claim of liability, allegation, judgment, cost, expense, reasonable attorney's fees, expense of litigation, court costs, cause of action, loss, or damage whatsoever, arising from any act or omission of Supplier, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Section. In the event that a Government customs agency assesses Buyer with liquidated damages, fines, or penalties either for failure to file the Importer Security Filing (ISF) data, or for late or inaccurate filing of the ISF data, Supplier shall assist Buyer with investigating and resolving the situation, including but not limited to (i) upon Buyer's reasonable request, providing Buyer with the relevant documentation and making Supplier personnel available to answer questions, and (ii) taking such corrective action as is necessary to minimize the risk of additional damages, fines, or penalties.

(i) Supplier shall obtain Buyer's prior approval if Supplier plans to fulfill a domestic sale to the Buyer through the Supplier's foreign supplier and drop ships Goods to the Buyer. If Buyer approves such change in ship from location, (i) Supplier shall be responsible to clear the Goods through US Customs as the Importer of Record, (ii) Supplier shall be responsible for freight, import duties, fees, and other costs, and (iii) upon Buyer's request, the Parties shall renegotiate in good faith any other terms and conditions of the Order.

(j) Supplier shall on every shipment to Buyer indicate the country of origin for each Good in writing on the shipping paperwork accompanying the shipment.

12. Invoicing and Payment

(a) Concurrent with each shipment under this Order, Supplier shall transmit one original invoice to Buyer's Accounts Payable Department at the address shown on the face of this Order. Unless otherwise specified elsewhere in this Order, the invoice shall be payable in US dollars. Delays in receiving invoices, errors or omissions on invoices, or lack of supporting documentation will be cause for Buyer withholding payment without losing discount privileges. Payment for the Goods delivered or Services performed under this Order shall be made in accordance with Order terms, following receipt of a valid invoice, or acceptance of such Goods or Services, whichever is later.

(b) Payment shall be deemed to have been made as of the date of mailing Buyer's payment or electronic funds transfer.

(c) Unless otherwise specified, prices include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice. Prices shall not include any taxes, impositions, charges, or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.

13. Inspection of Records

If this is a time and material or cost-based Order or provides for the payment of any amount prior to final delivery of Goods or performance of Services hereunder based on Supplier's incurred cost, including, without limitation, progress or advance payments based on cost, Supplier agrees that its books, records and its plant, or such parts of its plant as may be engaged in the performance of this Order, shall at all reasonable times be subject to inspection by Buyer.

14. Changes

(a) Buyer may, at any time and without notice to third parties, including, without limitation, sureties (if any), unilaterally make changes within the general scope of this Order, including, but not limited to, changes in whole or part and to any one or more of the following: (i) shipping or packing instructions, (ii) place of delivery or performance, (iii) any drawings, designs, or specifications, (iv) the statement of work, (v) the method or manner of performance of the work, and (vi) Buyer-Furnished Items, facilities, equipment, materials, or Services. Supplier shall perform any changes ordered by Buyer.

(b) Buyer's engineering and technical personnel may from time to time render assistance or give technical advice or discuss or affect an exchange of information with Supplier's personnel concerning the Goods or Services provided hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Order and shall not be the basis for equitable adjustment. No change will be binding on Buyer unless issued in writing by Buyer Representative.

(c) If any change under this Section causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in price or delivery schedule or both, and the Order shall be modified in writing accordingly. Any claim by Supplier for adjustment must be asserted in writing no later than fifteen (15) Days after the date of receipt of the change order by Supplier or will be deemed to be waived. Supplier's complete change proposal, fully supported by factual information, shall be submitted to Buyer's purchasing department within thirty (30) Days of Supplier's receipt of the written notice of change. Buyer may in its discretion consider any such claim regardless of when asserted, except that no claim for equitable adjustment hereunder shall be allowed if it is asserted after final payment of this Order.

(d) If the cost of property or material made obsolete or excess as a result of a change is included in Supplier's claim for adjustment, Buyer shall have the right to prescribe the disposition of such property or material.

(e) Notwithstanding any pending claims for adjustment submitted by Supplier, Supplier shall diligently proceed with the performance of this Order, as directed by Buyer, and nothing herein shall be construed as relieving Supplier of its obligations to perform, including, without limitation, the failure of the parties to agree upon Supplier's entitlement to, or the amount or nature of, any such adjustment.

15. Schedule Acceleration/Deceleration

Notwithstanding Article 14 "Changes", Buyer may revise the delivery schedule without additional cost or change to the unit price stated in the applicable Order if (1) the delivery date of the Product

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under such Order is on or before the last date of the Order and (2) Buyer provides Supplier written notice of such changes. Upon receipt of the written notice of the change, Supplier shall make its best effort to implement the change as soon as possible, but in no event shall the change be implemented later than four (4) months after notification of a schedule acceleration or three (3) months after notification of a schedule deceleration.

16. Compliance with Applicable Laws and Regulations

(a) Supplier shall perform the requirements of this Order in compliance with all applicable laws, statutes, orders, acts, codes, rules, and regulations, including, without limitation, the following laws of the United States and its individual states: the Fair Labor Standards Act, the Walsh-Healey Act, the Occupational Safety and Health Act, Executive Orders, export/import laws and regulations, the Foreign Corrupt Practices Act, and Environmental Protection Acts), and of other Countries or trade blocs. Supplier shall indemnify, hold harmless, and defend Buyer, its officers, directors, employees, agents, customers, successors, assigns, and other suppliers, from and against any and every liability, claim of liability, allegation, judgment, cost, expense, reasonable attorney's fees, expense of litigation, court costs, cause of action, loss, or damage whatsoever, arising from the failure of Supplier, its officers, employees, agents, suppliers, or subcontractors at any tier, to comply with this Section. Upon request by Buyer, Supplier shall certify in writing compliance with any applicable law. Supplier shall also notify Buyer Representative in writing of any aspect of its performance, which becomes subject to any additional legal requirement, or which Supplier reasonably believes will become subject to additional regulation after the date of this Order, at the earliest opportunity, but in all events sufficiently in advance of Supplier's performance of such obligation, so as to identify and implement alternative methods of performance.

(b) If this Order is issued under a United States Government prime contract or subcontract, the flow down clauses located at https://www.moog.com/content/dam/moog/literature/Corporate/Suppliers/Supplemental_Terms_and_Conditions.pdf are incorporated by reference, along with any other provision or requirement mandated as applicable to Government subcontracts by the Federal Acquisition Regulation, applicable Government department, or agency supplement (including, without limitation, the Department of Defense FAR Supplement). Such government contract provisions shall be controlling over any conflicting terms and conditions set forth herein.

(c) Supplier shall, to the extent required by law or Government contract requirements, provide information and verification concerning the citizenship or immigration status of Supplier's personnel or Supplier's subcontractor personnel entering onto Buyer's premises or the premise of Buyer's prime contractor or the Government.

17. Government Import/Export Regulations

(a) For purposes of these Terms and Conditions, "Technical Data" and "Technology" are synonymous and mean any information which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance, modification, use, installation, overhaul, or refurbishing of an item. This includes information in the form of blueprints, drawings, photographs, plans, instructions, diagrams, models, formulae, tables, engineering designs and specifications, computer-aided design files, or manuals. It may be in any tangible or intangible form, such as written or oral communications, or documentation, electronic media or information revealed through visual inspection. It does not include information concerning general scientific, mathematical, or engineering principles commonly taught in schools, colleges, and universities, or information in the public domain. It also does not include basic marketing information on function or purpose or general system descriptions.

(b) The Goods or Services, including Technical Data and Technology, provided under this Order may be subject to United States Government export control statutes and regulations, including the Department of State, International Traffic in Arms Regulations ("ITAR"), Department of Commerce, Export Administration Regulations ("EAR"), or outside of the United States by other government trade controls in accordance with import and export regulations in affected jurisdictions and may not be exported, released or disclosed to foreign persons, whether located inside or outside the country of origin without prior approval from the government from which the Technical Data or Technology originated. Violations of export laws invoke severe fines and penalties for both individuals and the companies they represent. Supplier personnel may be required to simultaneously comply with both U.S. export control laws and other export control laws and regulations in any country in which Moog operates. The Parties acknowledge that these statutes and regulations impose restrictions on import, export, and transfer to third countries of certain categories of Goods or Services, including Technical Data and Technology, and that licenses from the U.S. or other governments may be required before such Goods or Services, including Technical Data and Technology, can be provided hereunder, and that such licenses may impose further restrictions on use of such Goods or Services, including Technical Data and Technology. Supplier will comply with all applicable export, import, and economic sanctions laws, including those of the United States, that prohibit or restrict the export, re-export, or transfer of products, technology, services, or data, directly or indirectly, to certain countries, or for certain end-uses or end-users.

(c) Supplier shall not transmit or store any Buyer Technical Data or Technology, including upload to cloud storage platforms, without prior authorization by Buyer.

(d) With the exception of those Goods and Services that have been specifically identified in a written notice previously provided to Buyer Representative, Supplier represents that (i) all the Goods and the parts and components thereof, it is providing under this Order are not "defense articles" as that term is defined in 22 C.F.R. § 120.6 of the ITAR and (ii) the Services are not "defense services" as that term is defined in 22 C.F.R. § 120.9 of the ITAR. Supplier agrees to notify Buyer Representative in writing if any deliverable under this Order is, or becomes, restricted by export control laws or regulations.

(e) Supplier shall promptly notify Buyer Representative of any incident that may be deemed to potentially violate any export law or regulation. Supplier shall immediately notify the Buyer Representative if Supplier is, or becomes, listed in any denied parties list or if Supplier's export privileges are otherwise denied, suspended, or revoked in whole or in part by any Government entity or agency. Supplier warrants that it will not allow any of its personnel who are subject to U.S., U.K., or European government sanction or denial order to service the Moog account or have access to any Moog facilities or systems.

(f) If Supplier is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Supplier represents that it is registered with the Office of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR. Supplier shall implement processes and tools to prevent the uploading or downloading of Buyer Technical Data or Technology.

(g) If Supplier is conducting the export or import of Goods, Services, or Technical Data or Technology in connection with its performance of this Order, Supplier shall obtain all export or import authorizations which are required under the applicable government import/export laws. Each party shall reasonably cooperate and exercise reasonable efforts at its own expense to support the other party in obtaining any necessary licenses or authorizations required to perform its obligations under this Order. Reasonable cooperation shall include providing reasonably necessary

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documentation, including import, end-user, and retransfer certificates.

(h) Where Supplier is a signatory under a Buyer export license or export agreement (e.g., TAA, MLA), Supplier shall provide prompt notification to Buyer Representative in the event of changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U. S. Government investigation, that could affect the Supplier's performance under this Order.

(i) Supplier shall on the first shipment to Buyer, provide to Buyer a Certificate of Origin or a Manufacturer's Affidavit for each item, and either:

(i) for U.S. sources, the U.S. Munitions List Category or Export Control Classification Number (ECCN) and the Harmonized Tariff Schedule Classification (HTS) Number.

(ii) for non-U.S. sources, the HTS Number.

(j) Supplier shall indemnify, hold harmless, and defend Buyer, its officers, directors, employees, agents, customers, successors, assigns, and other suppliers from and against any and every liability, claim of liability, allegation, judgment, cost, expense, reasonable attorney's fees, expense of litigation, court costs, cause of action, loss, or damage whatsoever, arising from any act or omission of Supplier, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Section.

18. Insurance/Disaster Recovery

(a) Without limiting Supplier's duty to hold harmless and indemnify Buyer, Supplier agrees to secure and maintain insurance adequate to cover the obligations and liabilities assumed hereunder with respect to all work to be performed and Goods to be produced under the Order with minimum limits as follows:

(i) Workers' Compensation and Employer's Liability Insurance in an amount sufficient by virtue of the laws of the country, state, or other governmental subdivision in which the Services or any portion of the Services are performed and Employer's Liability Insurance in the amount of \$1,000,000 for any one occurrence;

(ii) Commercial General Liability Insurance including coverage for Products and Completed Operations, Premises Liability and Contractual Liability, in which the limit of liability for property damage and bodily injuries, including accidental death, shall be a Combined Single Limit of \$5,000,000 for any one occurrence;

(iii) If Supplier vehicles are used on Buyer's premises and/or used to accomplish work under the Order or otherwise on behalf of Buyer, Automobile Liability Insurance in which the limit of liability for property damage and bodily injuries, including accidental death, shall be a combined single limit of \$1,000,000 for any one occurrence;

(iv) If Supplier or its subcontractors have Buyer's materials or equipment in its care, custody or control, Supplier shall have and maintain All-Risk Property Insurance in an amount sufficient to meet the replacement value of such material; and

(v) The following shall apply if Supplier is providing goods, component parts, materials, or work classified as: (i) flight safety critical as defined in 41CFR102-36.40 or (ii) mission critical on a space system. Supplier shall maintain Aviation Products Liability, Completed Operations Liability, and, if applicable to the Goods or Services, Hangarkeepers' Liability Insurance coverage in an amount of Combined Single Limit of \$10,000,000 for any one occurrence and in the aggregate (or such higher limits as Buyer may require), including AV52 coverage (War Risks Insurance). Such insurance shall remain

in effect for two (2) years after the expiration or termination of the Order.

(b) The insurance limits required above may be satisfied by any combination of both primary and excess limits. For each of the above policies, Supplier shall arrange a waiver of subrogation in favor of Buyer, and with the exception of (i) Workers' Compensation and (v) Aviation Products Liability, shall name Buyer as an additional insured party. All such insurance shall be issued by companies authorized to do business under the laws of the State or jurisdiction in which all or part of the Services are to be performed, and must have an AM Best financial rating of A- (or equivalent) or better. The insurance coverages described above shall contain a provision prohibiting cancellation or material changes except upon at least thirty (30) Days' prior notice to Buyer.

(c) Prior to commencement of services under this Order, Supplier shall submit a certificate of insurance in confirmation of having secured the required insurance. All certificates of insurance shall be submitted electronically to CertFocus, Buyer's Certificate of Insurance Manager. To register with CertFocus and submit proof of insurance, visit <https://portal.vertikalrms.com/certfocus/register>, enter 3409 as the Registration Code, and enter the requested data in the fields provided. Please note, all fields are required except for fax number. Once all information has been input, click SUBMIT.

(d) In addition, Supplier shall obtain and maintain continuously in effect a property insurance policy covering loss or destruction of or damage to all property in which Buyer does or could have an insurable interest pursuant to this Order, including but not limited to tooling, Buyer-Furnished or Buyer-Funded Items, raw materials, parts, work-in-process, incomplete or completed assemblies and all other Goods or parts thereof, and all drawings, specifications, data and other materials relating to any of the foregoing in each case to the extent in the possession or under the effective care, custody or control of Supplier or any agent, employee, affiliate, subcontractor or supplier of Supplier, in the amount of full replacement value thereof providing protection against all perils normally covered in an "all risk" property insurance policy, including, without limitation, fire, windstorm, explosion, earthquake, flood, or other acts of God.

(e) Supplier shall require its subcontractors and lower-tier suppliers to maintain insurance in the amounts and types required by this provision.

(f) Disaster Recovery. Supplier shall have and comply with a company security and crisis management policy, which shall be revised and maintained proactively and as may be requested by Buyer in anticipation of security and crisis risks relevant to Supplier's business ("Security and Disaster Recovery Plan"). The Security and Disaster Recovery Plan shall, at a minimum, provide for the physical security of property and facilities used for performance of this Order, procedural security (e.g., documentation processing, manifest procedures, shipping and receiving, cargo discrepancies), information technology security, security training and threat awareness.

(g) Buyer Right of Review: Buyer reserves the right to review Supplier's Security and Disaster Recovery Plan and to work cooperatively with Supplier in determining if such policy is reasonably sufficient. Buyer will notify Supplier if, after reviewing Supplier's Security and Disaster Recovery Plan, Buyer believes any changes thereto to be desirable or necessary to protect Buyer's property and interests. Supplier, in its sole discretion, shall determine whether or not to implement any actions that may be reasonably requested by Buyer, and, if necessary, the manner in which any costs related to implementation shall be borne by Supplier.

(h) The Security and Disaster Recovery Plan shall, at a minimum, provide for: (i) the retention and retrieval of data and files; (ii) obtaining resources necessary for recovery; (iii) appropriate continuity plans to maintain adequate levels of staffing required to

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provide the Goods and Services during a disruptive event; (iv) procedures to address potential disruption to the Supplier's supply chain; and (v) a defined escalation process for notification of Buyer in the event of a disruptive event. Supplier shall be able to demonstrate that there is a regular review, maintenance and testing of the Plan through documented exercises.

19. Force Majeure

(a) Neither party shall be deemed in default of this Order to the extent that any delay or failure in the performance of its obligations results from an event of Force Majeure.

(b) If an event of Force Majeure affects Supplier's ability to perform, Supplier shall give immediate notice to Buyer and Buyer may elect to either: (1) cancel, at no cost to Buyer, the affected Order(s) or any part thereof, (2) suspend the affected Order(s) or any part for the duration of the Force Majeure condition, with the option to obtain elsewhere Goods and Services to be furnished under such Order(s) and deduct from any commitment under such Order(s) the quantity of the Goods and Services obtained or for which commitments have been made elsewhere or (3) resume performance under such Order(s) once the Force Majeure condition ceases, with an option in Buyer to extend any affected Delivery Date or performance date up to the length of time the Force Majeure condition endured. Unless Buyer gives written notice otherwise within thirty (30) Days after being notified of the Force Majeure condition, option (2) shall be deemed selected.

20. Termination for Convenience

(a) Buyer may, at any time by written notice to Supplier, terminate all or any part of this Order for Buyer's convenience, in which event Supplier agrees to stop work immediately as to the terminated portion of this Order, to notify subcontractor(s) to stop work, and protect and preserve property in its possession in which Buyer has an interest. Buyer may require Supplier to transfer title and deliver to Buyer, in the manner and to the extent directed by Buyer, any completed Goods and any Manufacturing Materials that Supplier has produced or acquired for the performance of this Order, including, without limitation, the assignment to Buyer of Supplier's subcontracts. If this Order is terminated, in whole or in part, for Buyer's convenience, Supplier shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the reasonable cost of Supplier's actual performance of Services under this Order to the effective date of termination, plus a reasonable profit thereon, provided that no amount shall be paid to Supplier for (i) any anticipatory profits related to Services under this Order not yet performed, or (ii) costs incurred due to Supplier's failure to terminate work as ordered on the effective date of termination. Buyer shall have no obligation to make any of the aforementioned payments to Supplier, either for completed Goods or in connection with terminated work in process, unless Supplier shall establish to Buyer's satisfaction that such completed Goods or the work in process, including materials, are unusable in connection with Supplier's other business. In no event shall the termination charges and all previous payments made under this Order exceed the total Order value shown on the face of this Order.

(b) Supplier shall submit to Buyer all claims resulting from such termination within sixty (60) Days after Supplier's receipt of Buyer's notice of termination. Buyer shall have, upon reasonable advanced notice, the right to inspect Supplier's records, facilities, work, and materials relating to performance of the Order for purposes of evaluating Supplier's claim.

21. Termination for Default

(a) Buyer may terminate the whole or any part of this Order in any of the following circumstances:

(i) If Supplier fails to deliver the Goods or to perform the Services required by this Order within the time specified herein, or any extension thereof granted by Buyer in writing; or

(ii) If Supplier fails to (a) perform any of the other provisions of this Order, or (b) so fails to make progress as to endanger performance of this Order in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) Days after receipt of notice from Buyer specifying such failure; or

(iii) In the event of suspension of Supplier's business, insolvency, institution of bankruptcy, liquidation proceedings by or against Supplier, appointment of a trustee or receiver for Supplier's property or business, assignment, reorganization, or arrangement by Supplier for the benefit of creditors; or

(iv) If otherwise expressly authorized under the provisions of this Order.

(b) Any nonconformity in tender of delivery of the Goods as to one installment shall constitute a total breach of the Order as a whole, irrespective of whether the breach is capable of being cured. Buyer may require Supplier to transfer title and deliver to Buyer in the manner and to the extent directed by Buyer any completed Goods and Manufacturing Materials, as Supplier has produced or acquired for the performance of this Order, including, without limitation, the assignment to Buyer of Supplier's subcontracts. Supplier shall protect and preserve property in possession of Supplier in which Buyer has an interest. Payment for completed Goods delivered to and accepted by Buyer shall be at the Order price. Payment for Manufacturing Materials delivered to and accepted by Buyer and for the protection and preservation of property shall be at a price determined in the same manner as provided in Section 20, "Termination for Convenience", except that Supplier shall not be entitled to profit. Buyer may withhold from Supplier monies otherwise due Supplier for completed Goods and/or Manufacturing Materials in such amounts as Buyer determines necessary to protect Buyer against loss due to outstanding liens or claims against said items.

(c) If this Order is entirely or partially terminated by Buyer under this Section, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar to those so terminated, and Supplier shall be liable to Buyer for any and all re-procurement costs for such similar goods or services, including any price for such similar goods or services that is higher than this Order, provided however, that Supplier shall continue the performance of this Order to the extent not terminated.

(d) If after notice of termination under this Section, it is determined that Supplier was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 20, "Termination for Convenience."

22. Stop Work

(a) Buyer may, by written notice, suspend all or part of the work to be performed under this Order for a period not to exceed one hundred (100) Days. Within such period of any suspension of work, Buyer may: (i) cancel the suspension of work; (ii) terminate the Order in accordance with Section 20, "Termination for Convenience"; (iii) terminate the Order in accordance with the Section 21, "Termination for Default", if applicable; or (iv), with the written consent of the Supplier, extend the stop work period.

(b) Supplier shall resume work whenever a suspension terminates or is canceled. Buyer and Supplier shall negotiate an equitable adjustment in the price or schedule or both if: (i) this Order is not canceled or terminated, (ii) the suspension results in a change in Supplier's cost of performance or ability to meet the Order delivery schedule, and (iii) the Supplier asserts a claim for such adjustment in writing within twenty-five (25) Days after the suspension terminates or is canceled. Supplier shall submit its fully supported request for equitable adjustment no later than sixty (60) Days after the suspension terminates or is canceled.

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23. Environmental, Health, and Safety

(a) Supplier represents and warrants that it shall perform all obligations under this Order in compliance with all applicable Federal, State, and local environmental, health, and safety laws and regulations.

(b) When Supplier is contracted to perform a service on the Buyer's premises, Supplier agrees to follow all of the sites' applicable Environmental, Health, and Safety procedures that are specific to the facility (such as security access, injury or spill reporting, personal protective equipment, or response to alarms on site). All waste generated by the Supplier while on Buyer's premises must be managed in accordance to Buyer's specifications, and all waste Supplier generates while on Buyer's site becomes Buyer's responsibility. The Supplier may be audited to ensure compliance with these requirements.

(c) Facility Specific Environmental, Health, and Safety requirements will be delineated on the Statement of Work (SOW) or provided as part of pre-work training for Supplier personnel.

24. Ozone Depleting Substances

Supplier represents that the Goods to be delivered under this Order are not manufactured with and do not contain any substances restricted under the Montreal Protocol on Ozone Depleting Substances.

25. Electrostatic Discharge Control Requirements

Supplier shall determine if any Goods ordered by Buyer are electrostatic discharge (ESD) sensitive and, if so, shall comply with the following requirements: (i) Supplier shall design, manufacture, test, and repair these Goods using good commercial ESD control practices at all related sites and facilities; (ii) Goods supplied to Buyer that are susceptible to ESD damage as delivered shall be properly handled and packaged to prevent ESD damage; and (iii) packages containing ESD sensitive items will be marked with an appropriate caution label.

26. Access to Supplier's Facilities

Buyer, Buyer's customer, and relevant regulatory authorities will have access to Supplier's, and all other facilities involved in this Order, where they will have access to all procedures, practices, processes, associated documents, and records related to any aspect of the performance of this Order. Buyer reserves the right to determine and verify the quality of work, records, and material. Both Parties shall bear their own costs in connection with this right of access. Supplier shall promptly notify Buyer Representative of any change in the location of any facilities involved in this Order.

27. Supplier Changes in Product, Manufacturing Location, or Process Definition

Supplier shall promptly notify Buyer Representative 180 Days prior to implementing changes in Goods, Services, manufacturing location, or process definition that were not explicitly requested by Buyer. Such notification must be given as early as possible, and shall describe the change or changes that have been made or are being proposed. Buyer and, if applicable, Buyer's customer(s), reserve the right to require its approval of any change in Goods, Services, manufacturing location, or process changes before such change is implemented.

28. Intellectual Property Indemnity

Without limiting the generality of any other provision of this Order, Supplier shall indemnify, hold harmless, and defend Buyer, its officers, directors, employees, agents, customers, successors, assigns, and other suppliers from and against any and every liability, claim of liability, allegation, judgement, cost, expense, reasonable attorney's fees, expense of litigation, court costs, cause of action, loss, or damage whatsoever, for infringement of any

United States or foreign patent, copyright, trademark, or other intellectual property by Supplier, its officers, employees, agents, suppliers, or subcontractors at any tier, arising out of the manufacture or delivery of the Goods or performance of Services under this Order or out of the use or disposal by, or for the account of Buyer, Buyer's customer, and/or the Government, of such Goods or Services.

29. Subcontracting

Supplier agrees to obtain Buyer's written approval before subcontracting this Order or any substantial portion of this Order. However, this requirement will not apply to the purchase of standard commercial supplies, components of assemblies, subassemblies, or raw materials on which Supplier will perform further work. No subcontracting by Supplier shall relieve Supplier of its obligation under this Order.

30. Assignment

Supplier shall not assign, delegate, or attempt to assign or delegate any of its rights, interests, or obligations under this Order without Buyer's prior written consent to such assignment or delegation. The assignment, delegation, or any attempted assignment or delegation of any right, interest, or obligation in this Order, without the written permission of Buyer, will be void and totally ineffective. Supplier may, with written consent of Buyer, assign claims for money due or to become due through a bank, trust company, federal lending agency or other financial institution. Any permitted assignment will provide that payment by Buyer to an assignee of any amount will be subject to set-off or recoupment for any present or future claims which Buyer may have against Supplier and will be valid only after Supplier has provided Buyer with a properly executed copy of the assignment.

31. Ethical Compliance; Gratuities

(a) Supplier agrees that it has reviewed and that Supplier shall comply with applicable provisions of the Moog Statement of Business Ethics, available at:

<https://www.moog.com/investors/corporate-governance-guidelines/moog-statement-of-business-ethics.html>

(b) Supplier warrants that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, any gratuities to Buyer's employees, agents, or representatives for purposes of securing this Order or securing favorable treatment under this Order. If it is found that gratuities (in the form of entertainment, gifts, or otherwise) are offered by Supplier, or any agent or representative of Supplier, to any employee of Buyer or its agents or representatives with a view toward securing favorable treatment with respect to the awarding or performing of any Order issued by Buyer to Supplier, Buyer may, by written notice to Supplier, terminate this Order in accordance with Section 21, "Termination for Default", in addition to the exercise of any other rights or remedies provided to Buyer by law.

32. Governing Law and Interpretation

The requirements of this Order will be interpreted and construed in accordance with the laws of the State of New York, excluding choice of law rules and the United Nations Convention on the International Sales of Goods (UNCISG). Both Parties expressly agree that the UNCISG will not apply. The Parties agree that English is the official language of this Order and all documents related to the Order shall be supplied and reviewed in the English language. This Order shall be construed as if drafted jointly by the Parties. No provision in this Order shall be interpreted for or against any Party because a Party drafted the provision. Headings set forth in this Order are for convenience of reference only and are not intended to, nor do they alter the meaning, content, or enforceability of any Section hereof.

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33. Confidential, Proprietary, and Trade Secret Information and Materials

(a) Buyer and Supplier shall each keep confidential and protect from unauthorized use and disclosure all (i) confidential, proprietary, and/or trade secret information; (ii) tangible items containing, conveying, or embodying such information; and (iii) tooling identified as being subject to this provision and obtained directly or indirectly from the other in connection with this Order (collectively referred to as "Proprietary Information"). Buyer and Supplier shall each use and disclose Proprietary Information of the other only in the performance of and for the purposes of this Order.

(b) However, despite any other obligations or restrictions imposed by this provision, Buyer will own and maintain all rights in any design and/or development work or items, including software, that are produced by Supplier under the Order and paid for by Buyer. Further, Buyer will have the right to use, disclose, and reproduce Supplier's Proprietary Information and make derivative works for the purposes of testing, certification, use, sale, and support of any item delivered in connection with this Order. Any such use, disclosure, reproduction, or derivative work by Buyer will include restrictions suitable under the particular circumstances.

(c) The restrictions on disclosure and use of Buyer's Proprietary Information by Supplier apply to all materials derived therefrom by Supplier. Upon Buyer's request at any time, and in any event upon the completion, termination, or cancellation of this Order, Supplier shall return to Buyer all of Buyer's Proprietary Information and all derivative materials and copies unless specifically directed otherwise in writing by Buyer. Supplier shall not, without the prior written authorization of Buyer, sell or otherwise dispose of (as scrap or otherwise) any parts or other materials containing, conveying, embodying, or made in accordance with any of Buyer's Proprietary Information. Prior to disposing of such parts or other materials as scrap, Supplier shall render them unusable. Buyer will have the right to audit Supplier's compliance with this Section.

(d) Supplier may disclose Buyer's Proprietary Information to its subcontractors as required for the performance of this Order, provided that legends are maintained on each disclosure and subcontractors first agree in writing to the same obligations imposed on Supplier by this provision. Supplier will be liable to Buyer for any breach of this obligation by a subcontractor. The requirements of this provision will take precedence over any inconsistent restrictive legends or notices applied to Proprietary Information and will survive the performance, completion, termination, or cancellation of this Order.

(e) Notwithstanding any other provisions of these Terms and Conditions, upon prior written notice to Buyer and to the extent that such use will not interfere with Supplier's performance of purchase orders with Buyer, Supplier with the Government's authorization, may use any Proprietary Information or items, which the Government owns or for which it has the right to authorize use on other Government contracts or subcontracts.

(f) *Notice of Immunity Under the Defend Trade Secrets Act of 2016 ("DTSA")*. Notwithstanding any other provision of these Terms and Conditions of Purchase, Supplier acknowledges and shall ensure that its sub-suppliers and the employees of Supplier and sub-suppliers are aware that an individual shall not be held criminally or civilly liable under any United States Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a United States Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any United States Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade

secret under seal and does not disclose the trade secret, except pursuant to court order.

34. Disputes

Any dispute, controversy, or claim arising out of or relating to this Order, or the breach thereof, that cannot be settled by mutual agreement of the Parties following consideration through ascending levels of their respective management, up to and including their Presidents, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Erie County, New York. The language of the arbitration shall be English. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. Pending final resolution of any dispute, Supplier shall diligently proceed with the performance of this Order, including the delivery of Goods and performance of Services, as directed by Buyer. Upon resolution of the dispute, this Order shall be equitably adjusted, if necessary, to reflect such resolution.

35. Entire Agreement

This Order contains the entire agreement of Buyer and Supplier with respect to its terms and supersedes any and all prior agreements, understandings, and communications between them. No amendment or modification of this Order will be valid or binding unless it is in writing and is signed by Buyer Representative.

36. Federal, State, and Local Taxes

Except as may be otherwise provided in the Order, the price includes all applicable Federal, State, and local taxes and duties. Prices shall not include any taxes, impositions, charges, or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.

37. Order of Precedence

The various documents constituting this Order shall, insofar as is possible, be interpreted so as to be consistent with one another. In the event that a conflict or ambiguity arises in the interpretation of this Order, said conflict or ambiguity shall be resolved in accordance with the following order of precedence, with the first listed item having a higher precedence than later listed items: (a) provisions required by statute, regulation, or Government contract; (b) provisions set forth on the face page of this Order; (c) this Terms and Conditions of Purchase document; (d) the statement of work attached hereto, if any; (e) specifications approved by Buyer; and (f) drawing(s) approved by Buyer.

38. Intellectual Property Rights

(a) All technical work product, including inventions (whether patented or not), information, data, documents, drawings, software, software documentation, designs, specifications, and processes produced by or for Supplier, either alone or with others, using funds paid by Buyer under this Order will be the exclusive property of Buyer and will be delivered to Buyer promptly upon request.

(b) All inventions conceived, developed, or first reduced to practice by or for Supplier, either alone or with others, using funds paid by Buyer under this Order, and any patents based on any such inventions will be the exclusive property of Buyer. Supplier will (i) promptly disclose all such inventions to Buyer in writing, and (ii) execute all papers, cooperate with Buyer, and perform all acts necessary in connection with the filing, prosecution, or assignment of related patents or patent applications on behalf of Buyer.

(c) All works of authorship, including documents, drawings, software, software documentation, photographs, videotapes, sound recordings, and images, created by or for Supplier using

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funds paid by Buyer under this Order, together with all copyrights subsisting therein, will be the sole property of Buyer. To the extent permitted under United States copyright law, all such works will be works made for hire, with the copyrights therein vesting in Buyer.

(d) Supplier grants to Buyer, and to Buyer's subcontractors and customers in connection with work being performed for Buyer, an irrevocable, nonexclusive, paid-up, worldwide license under any patents, copyrights, industrial designs, and mask works owned or controlled by Supplier at any time and existing prior to or during the term of this Order, but only to the extent that such patents or copyrights would otherwise interfere with Buyer's or Buyer's subcontractors', suppliers', or customers' use or enjoyment of the Goods being delivered under this Order or the work product, inventions, or works of authorship belonging to Buyer under this Order. Neither Party's property shall be used, disclosed to others or reproduced for any purpose, including, but not limited to, (1) the design, manufacture, or repair of parts, or to obtain U.S. Federal Aviation Administration ("FAA") and European Aviation Safety Agent ("EASA") or any other governmental approval to do so; or (2) to provide any part by sale or otherwise, to any person or entity other than the other Buyer or Supplier.

(e) Supplier grants to Buyer, Buyer's subcontractors, and customers in connection with Goods or Services being performed hereunder, a perpetual, nonexclusive, paid-up, world-wide license to reproduce, distribute copies of, perform publicly, display publicly, and make derivative works from software included in or provided with or for the Goods delivered under this Order ("Software") and related information and materials ("Software Documentation") as reasonably required by Buyer in connection with (i) the testing, certification, use, sale, or support of a product or the manufacture, testing, certification, use, sale, or support of any item including and/or utilizing the Goods delivered under this Order or (ii) the design or acquisition of hardware or software intended to interface with Software. The license granted to Buyer includes the right to grant sublicenses to its customers as reasonably required in connection with customers' operation, maintenance, overhaul, and modification of any item including and/ or utilizing Software. All copies and derivative works made pursuant to the foregoing license or any sublicense to a customer will automatically become the property of Buyer or customer, and Buyer agrees to preserve Supplier's copyright notice thereon to the extent that such notice was included with the original Software and/or Software Documentation. Supplier acknowledges that Buyer is the owner of all copies of Software and Software Documentation provided to or made by Buyer or customers pursuant to this Order, and Supplier authorizes Buyer and customers to dispose of, and to authorize the disposal of, the possession of any such copies by rental, lease, or lending or by any act in the nature of rental, lease, or lending.

39. Offset Notification

For purposes of this Order, "Offset Agreement", means an agreement, arrangement, or understanding between Buyer and a foreign country or other corporation under which Buyer has agreed to purchase, acquire, or promote the purchase or acquisition by other entities of, goods or services produced, manufactured, grown, or extracted, in whole or in part, in that foreign country in consideration for the purpose by the foreign country of articles or services from Buyer. Regardless of whether this Order is in direct support of a foreign sale, to the extent allowed by applicable law, Supplier shall assist Buyer and/or its customers to satisfy their Offset Agreements. During the term of this Order in support of Buyer's and its customers' offset obligations, Supplier agrees to inform Buyer when it is considering procurement of products and services from non-United States sources in connection to the supply of Goods or Services subject to this Order. Offset credits arising out of or resulting from, directly or indirectly, this order are for the exclusive use of Buyer or its customers, at Buyer's discretion, and may be used by Buyer, and any of its affiliates, subsidiaries, and customers to fulfill all past, present, and future Offset Agreements. In addition, Supplier agrees to identify and retain for the use of Buyer and/or its customers any rights to offset

credits generated by its own suppliers arising out of or resulting from this Order.

40. Notices

(a) All notices required or permitted to be given to Buyer in connection with this Order shall be deemed to be properly given if in writing and delivered to the receiving party at the address (including to the attention of the individual representative, if specified) shown on the face of this Order or to such other address as Buyer Representative may designate in writing.

(b) All notices required or permitted to be given to Supplier in connection with this Order shall be deemed to be properly given if in writing and delivered to the receiving party at the address listed on the first page of this Order, or to such other address as Supplier may designate in writing.

(c) Notice shall be deemed effective upon receipt.

41. Duty to Proceed

Supplier shall proceed diligently with the performance of this Order. Except as expressly authorized in writing by Buyer, no failure of Buyer to perform or Supplier and Buyer to reach any agreement provided for by the terms of this Order shall excuse the Supplier from proceeding.

42. Partial Invalidity/Unenforceability

If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall be ineffective only to the extent of such prohibition or unenforceability. The remaining provisions shall be given effect in accordance with their terms.

43. Survival

Supplier agrees that the provisions of this Order, including, without limitation, the warranty, indemnification, inspection of records, intellectual property rights, remedies, offset, intellectual property indemnity, confidential, proprietary, and trade secret information, and materials provisions of this Order, and all provisions which relate to claims which may be made by Buyer under this Order, shall survive and continue in full force and effect upon the termination of this Order.

44. No Waiver

Buyer's failure to seek a remedy for any breach by Supplier, to insist on performance of any of the terms or conditions herein, or to exercise any right or privilege hereunder shall not thereafter be deemed a waiver for any such terms, conditions, or privileges or any other terms, conditions, or privileges whether of the same or similar type.

45. Cumulative Remedies

The rights and remedies herein reserved to Buyer shall be cumulative and additional to any other or further rights and remedies provided in law or equity.

46. Non-Endorsement Policy

(a) Neither Buyer's purchase of Goods nor procurement of Services from Supplier shall be deemed in any way to constitute or authorize Buyer's endorsement of Supplier or of Supplier's Goods and/or Services. Accordingly, any release, advertisement, or publication of information, (whether oral or written, in whatsoever format, and regardless of medium) relating to this agreement or to any Order, Buyer's obtaining of Goods or Services from Supplier, or any related activity or relationship contemplated hereunder shall require the advance written permission of Buyer, which Buyer may, in its sole discretion, elect to withhold for any reason or for no reason. This provision shall extend to, but shall not be limited to,

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the following: news bulletins, press releases, social media posts, articles, brochures, advertisements, marketing material, promotional material, and speeches. Further, Supplier shall not use any Buyer trademarks or trade names for any purpose, unless otherwise expressly authorized by Buyer in writing, which such authorization shall be at Buyer's sole discretion.

(b) Supplier shall include the provisions of paragraph (a) in any subcontract awarded as a result of this Order.

(c) In the event of Supplier's breach of this Section, Buyer shall, in addition to other available remedies, have the right to terminate this Order in accordance with the provisions of Section 21, "Termination for Default" of this Order.

47. Independent Contractor Relationship

(a) Supplier's relationship to Buyer shall be that of an independent contractor and this Order does not create an agency, partnership, or joint venture relationship between Buyer and Supplier or Buyer and Supplier personnel. Supplier personnel engaged in performing Services under this Order shall be deemed employees of Supplier and shall not for any purposes be considered employees or agents of Buyer. Supplier assumes full responsibility for the actions and supervision of such personnel while engaged in Services under this Order. Buyer assumes no liability for Supplier personnel.

(b) Nothing contained in this Order shall be construed as granting to Supplier or any personnel of Supplier rights under any Buyer benefit plan.

(c) Supplier personnel shall: (i) not remove Buyer or its customer's assets from Buyer's or customer's premises without Buyer authorization; (ii) use Buyer or customer assets only for purposes of this Order; (iii) only connect with, interact with, or use Buyer's computer networks and equipment, communications resources, programs, tools, or routines as Buyer agrees, all at Supplier's risk and expense, and then only in compliance with applicable Buyer policies; and (iv) not share or disclose user identifiers, passwords, cipher keys, or computer dial port telephone numbers. Buyer may monitor any communications made over or data stored in Buyer computer networks and equipment or communications resources.

48. Prohibited Software

(a) As used herein, "Prohibited License" means the General Public License ("GPL") or Lesser Library GPL, the Artistic License (e.g. PERL), the Mozilla Public License, the Netscape Public License, the Sun Community Source License, the Sun Industry Standards License, or variations thereof, including without limitation licenses referred to as "GPL Compatible, Free Software License."

(b) As used herein, "Prohibited Software" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) Open Source, publicly available, or "free" software, library, or documentation, or (2) software that is licensed under a Prohibited License, or (3) software provided under a license that (a) subjects the delivered software to any Prohibited License, or (b) requires the delivered software to be licensed for the purpose of making derivative or be redistributable at no charge, or (c) obligates Buyer to sell, loan, distribute, disclose, or otherwise make available or accessible to any third party (i) the delivered software, or any portion thereof, in object code and/or source code formats, (ii) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats, or (iii) any commercial software or software licenses.

(c) Unless Supplier has obtained Buyer's prior written consent, which Buyer may withhold in its own discretion, Supplier shall not use in connection with this Order, or deliver to Buyer any Prohibited Software. Before Buyer will consider providing written approval for

the incorporation of such Prohibited Software, Supplier shall first identify all Prohibited Software incorporated into Goods or Services to be performed and/or delivered under this Order, including a complete source code listing of the Software comprising the Goods or Services with a description of the operation of the Software in English and machine-readable form, together with copies of any licenses required to be accepted

(d) Supplier shall indemnify, defend, and hold harmless Buyer, its officers, directors, employees, agents, customers, successors, assigns, and other suppliers from and against any and every liability, claim of liability, allegation, judgment, cost, expense, reasonable attorney's fees, expense of litigation, court costs, cause of action, loss, or damage whatsoever, relating to use in connection with this Order or the delivery of any Prohibited Software by Supplier, its officers, employees, agents, suppliers, or subcontractors at any tier. With respect to all Goods delivered to Buyer in digital format (including without limitation data and software) and any electronic media, Supplier represents and warrants that they will be free of any Disabling Device.

49. Parts Obsolescence

When Supplier has knowledge that any hardware item or material to be provided in performance of this Order is obsolete, is marked for impending obsolescence, or has an established end of production date, Supplier shall immediately give written notice thereof, including all relevant information with respect thereto, to Buyer. Such notice shall include, but not be limited to (1) complete details of which parts are affected, including mean time between failure and mean time between unscheduled removal, where available; (2) date of obsolescence; (3) end of production date; (4) reason for obsolescence; (5) pricing and availability of last-time buy; (6) supportability terms (repair and warranty) for last-time buy; and (7) Supplier's recommendation for replacement hardware inclusive of known impacts to performance, pricing, availability, and lead time. Supplier's initial notifications of obsolescence shall be made through the end of the contracted warranty period for the Goods provided under this Order. Supplier shall bear all costs related to parts obsolescence.

50. Counterfeit Goods Prevention

(a) Supplier represents and warrants that Counterfeit Goods are not contained in Goods delivered to Buyer through the implementation of policies that include prevention, detection, and risk mitigation methods to protect against the use of Counterfeit Goods.

(b) Supplier shall maintain a Counterfeit Electronic Parts Control Plan covering electronic parts incorporated into the Goods. Buyer shall have the right to audit Supplier's compliance with this Section.

(c) Supplier shall purchase Goods and components thereof directly from the Original Component Manufacturer (OCM) / Original Equipment Manufacturer (OEMs), or from the OCM/OEM authorized or franchised distributor. Procurement through an independent distributor or broker not authorized by the OCM/OEM is NOT authorized. A certificate of conformance shall accompany each shipment of Goods delivered. If an original OEM/OCM certificate is not available, Supplier shall provide complete and compelling support that any such procured Goods or components thereof are legitimate parts, including all documentation, testing, and/or other information as Buyer may reasonably request, which may include, without limitation, a de-lidding de-capsulation, die verification, cross sectioning, x-ray imaging, and/or microscopy inspection and verification report; however, the submission of such additional items shall not relieve Supplier of its obligations hereunder.

(d) In the event Supplier becomes aware or suspects that it has furnished Counterfeit Goods, it shall immediately notify Buyer Representative. When requested by Buyer, Supplier shall provide (if available) Authorized Supplier documentation that authenticates traceability of the parts to the applicable Authorized Supplier. Buyer

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shall not be liable to pay for any suspected Counterfeit Goods unless and until deemed authentic, and Buyer shall not be required to return any such suspected Counterfeit Goods to Supplier.

(e) In the event that Goods delivered under this Order are, or include, Counterfeit Goods, Supplier shall promptly investigate, analyze, and report in writing to Buyer whether such Counterfeit Goods should be replaced with genuine parts conforming to the requirements of this Order, or whether an alternative solution is recommended to meet the Order requirements at Supplier's sole expense. The parties shall then agree upon the appropriate course of action. Notwithstanding any other provision in this Order, in the event that Goods delivered under this Order are, or include, Counterfeit Goods, Supplier is responsible for all costs, including without limitation Buyer's and Buyer's customer(s) costs of (i) replacing Counterfeit Goods with genuine Goods conforming to the requirements of this Order; (ii) removing Counterfeit Goods; (iii) installing replacement Goods; and (iv) any testing necessitated by the reinstallation of genuine Goods after the Counterfeit Goods have been exchanged.

(f) Supplier and Supplier's subcontractors that are allowed access to the U.S. Government Data Interchange Program (GIDEP) shall participate in monitoring GIDEP reports and Supplier shall act on GIDEP reports that affect any Goods under this Order. If Buyer determines in its sole discretion that there is credible evidence that any Goods delivered under this Order constitute Counterfeit Goods or suspected Counterfeit Goods, Supplier, or its subcontractor, shall, if directed by Buyer to do so, issue a GIDEP alert and shall ensure that no further Counterfeit Goods or suspected Counterfeit Goods are delivered to Buyer. Buyer reserves its right to notify GIDEP and other relevant Government agencies if Buyer concludes, in its sole estimation, that any Goods are Counterfeit Goods or suspected Counterfeit Goods.

(g) Supplier shall include the substance of this Section or reasonably equivalent provisions in all subcontracts for the delivery of Goods that will be furnished to or included in Goods furnished to Buyer.

51. Customer Communication

Buyer shall be solely responsible for all liaison and coordination with the customer and higher tier customers, if any, as it affects this Order or any Goods or Services hereunder or related thereto. Except as required by law, Supplier shall not communicate with the customer, and any higher tier customers, with respect to this Order or any Goods or Services provided hereunder or related thereto, without prior approval of the Buyer Representative. Supplier shall promptly notify Buyer Representative of any communications initiated by any customer or any higher tier customers that affects this Order or any Goods or Services related thereto.

52. Electronic Contracting

Buyer may require Supplier to utilize an electronic portal or any other Buyer designated electronic communication system, at Supplier's expense, for notifications, shipping confirmation, or payment. Buyer and Supplier agree that if this Order, any ancillary agreement, or correspondence is transmitted electronically, including without limitation through any Buyer portal or other designated electronic communication system, neither Buyer nor Supplier shall contest the validity thereof, on the basis that (a) this Order, acknowledgement, ancillary agreement, or correspondence exists only in electronic form, (b) an electronic record was used in its creation or formation, or (c) it contains only an Electronic Signature or facsimile signature. "Electronic Signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

53. Conflict Minerals

Supplier recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the

Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten, and gold (the "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries ("DRC countries"). Accordingly, Supplier commits to comply with Section 1502 of Dodd-Frank and its implementing regulations. In particular, Supplier commits to have in place a supply chain policy and processes to undertake (1) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into Goods it provides Buyer; (2) due diligence of its supply chain, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support unlawful conflict there, and (3) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. Supplier shall take all other measures as are necessary to comply with the Act and its implementing regulations, as they may be amended over time.

54. Anti-Human Trafficking/Modern Slavery Act

Supplier represents and warrants that neither Supplier, nor any of its agents or subcontractors, has: (i) committed a violation of any applicable statute aimed at mitigating or preventing Human Trafficking, including but not limited to, the United States Federal Acquisition Regulation (FAR) 52.222.50, the California Transparency in Supply Chain Act, the United Kingdom Modern Slavery Act, the Trade Facilitation & Trade Enforcement Act of 2015 (the "Human Trafficking Laws"); (ii) been notified that it is subject to an investigation relating to an alleged Human Trafficking Law violation; nor (iii) been made aware of any circumstances in its supply chain that could give rise to an investigation relating to a Human Trafficking Law violation. Supplier agrees that it shall: (i) comply with all applicable provisions of the Human Trafficking Laws and any Human Trafficking Laws reporting/disclosure statement requirements; (ii) notify Buyer Representative in writing promptly if it becomes aware or has reason to believe that it or any of its agents or subcontractors have breached or potentially breached the Human Trafficking Laws; (iii) respond promptly to any Buyer requests for Human Trafficking Law questionnaire completion and/or certification; (iv) permit and cooperate with any Human Trafficking Law compliance audit of Supplier and/ or its agents or subcontractors (whether announced or unannounced) conducted by Buyer or an independent third party on Buyer's behalf; and (v) flow down the requirements of this Section to any of its agents and subcontractors or sub-suppliers performing work under this order. If notice of a violation to Buyer becomes necessary, such notice shall set out full details of the circumstances concerning the breach or potential breach of Supplier's obligations. Any Human Trafficking Law violation or breach of this paragraph by Supplier or its agents or subcontractors shall be deemed a material breach of this Order and shall entitle Buyer, at its option, to immediately terminate this Order in accordance with Section 21, "Termination for Default".

55. Information Security

(a) Supplier represents that it currently follows industry best practices as a means to prevent any compromise of its information systems, computer networks, or data files by unauthorized users, Disabling Devices, or malicious computer programs which could in turn be propagated via computer networks, email, magnetic media, or other means to Buyer. Supplier shall adopt and implement a formal corporate information security policy and/or program that includes annual employee security awareness training and reasonable information security policies and procedures that are designed to protect Confidential Information from loss, misuse, unauthorized access, or disclosure and comply with any applicable law. Supplier represents and warrants that the controls and requirements in this Section are in place.

(b) Supplier shall maintain minimum cybersecurity controls and processes to protect Buyer's Confidential Information from unauthorized disclosure. Supplier shall take all necessary technical and organizational precautions to ensure that Buyer's Confidential Information is protected from unauthorized access, alteration, disclosure, erasure, manipulation, and destruction by third parties

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while such information is in its possession or control and shall ensure that such information is not processed in other ways contradictory to privacy and/or data protection laws.

(c) Supplier shall notify Buyer at infosec@moog.com of any exfiltration or loss of Buyer data immediately and not to exceed 72 hours after discovery. In the event Supplier knows or reasonably believes that there has been unauthorized or attempted unauthorized access to Buyer's Confidential Information in the possession or control of Supplier that compromises or threatens to compromise the security, confidentiality, or integrity of such Confidential Information, Supplier shall use all reasonable efforts to take the following actions:

- (i) Immediately notify Buyer Representative of such unauthorized access or attempted unauthorized access;
- (ii) Identify to Buyer what specific Confidential Information may have been accessed;
- (iii) Take reasonable steps to remedy the circumstances that permitted any such unauthorized access to occur;
- (iv) Take reasonable steps to prohibit further disclosure of Confidential Information;
- (v) Cooperate with Buyer as reasonably necessary to facilitate compliance with any applicable law regarding unauthorized access of Confidential Information; and
- (vi) At Supplier's sole expense, conduct an investigation directed to Supplier's infrastructure and equipment.

(d) Buyer retains the right to perform a security assessment once a year of all Supplier systems used to store, process, or transmit Buyer information. Such Assessment may include examination of Supplier's relevant facilities and records as may be reasonably required to undertake verification that Supplier is complying with its security obligations. The assessment will be conducted at a mutually agreed time with no less than 30 Days' advance notification, shall be limited to no more than two (2) Days and shall not unreasonably disrupt Supplier's day-to-day business operations. Upon request, the Supplier shall complete an annual information security assessment questionnaire supplied by Buyer. Supplier must make available, upon request, an Information Security representative or point of contact for the duration of the relationship defined in this Order. Upon written request, Supplier shall provide Buyer with reasonable information regarding the processing of Buyer's Confidential Information, including where and how such information is stored, who has access to such information and why and what security measures are taken to ensure that such information is protected from unauthorized access, alteration, disclosure, erasure, manipulation, and destruction while in Supplier's possession or control.

(e) Notwithstanding the foregoing, nothing contained in this Section will be deemed to limit the obligation of Supplier to comply with the provisions of FAR 52.204-21 and DFARS 252.204-7012, if applicable. Where DFARS 252.204-7012 applies, Supplier shall notify Buyer Representative when submitting a request or if a request has previously been submitted to vary from a NIST SP 800-171 security requirement, and Supplier shall additionally report all cyber incidents directly to Buyer, including providing any incident report number to Buyer, as soon as practicable.

(f) Supplier shall include the substance of this Section in all of its agreements with those of its subcontractors and suppliers that will have access to Buyer Confidential Information or generate information related to Buyer Confidential Information.

56. Data Privacy

(a) "Personal Information" means information that Buyer provides or for which Buyer provides access to Supplier, or information which Supplier creates or obtains on behalf of Buyer, in accordance

with this Order that: (i) directly or indirectly identifies an individual including, for example, names, signatures, addresses (including electronic addresses), telephone numbers, IP addresses, and other unique identifiers; or (ii) can be used to authenticate an individual including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, genetic, health, or health insurance data, answers to security questions, and other personal identifiers; or (iii) as such information is defined under applicable law.

(b) Supplier shall process and use Personal Information solely as necessary to provide Goods or Services and to perform its obligations under this Order, and for no other purpose without Buyer's prior written consent.

(c) Supplier warrants that it shall comply at all times with its obligations under applicable Data Privacy Laws. The parties agree that all Personal Information shall be Confidential Information of Buyer (regardless of whether any such Personal Information is now or subsequently becomes publically available through no fault of Supplier) and Supplier must treat all such Personal Information in accordance with the confidentiality provisions of this Order.

(d) Supplier shall not retain Personal Information any longer than is reasonably necessary to accomplish the intended purpose(s) for which Personal Information was transferred to Supplier.

(e) At any time upon Buyer's request, Supplier shall provide to Buyer within a reasonable time with copies of all Personal Information processed by Supplier, and to perform any and all corrections, deletions of, or additions to such Personal Information as requested by Buyer.

(f) Supplier may not transfer Personal Information to any third party without Buyer's prior written consent. Supplier shall promptly notify Buyer Representative of any request, complaint, claim, or other communication from any governmental authority or data subject relating to Personal Information. In case of any breach of Buyer Personal Information, Supplier shall notify Buyer at privacy@moog.com immediately (no more than 24 hours from Supplier having knowledge of such breach) of the facts and circumstances giving rise to such breach and cooperate with Buyer in its investigation and remediation of the breach.

(g) Supplier further agrees to enter into any additional agreements or adhere to any additional contractual terms and conditions related to Personal Information as Buyer may instruct in writing that Buyer reasonably deems necessary to address applicable Data Privacy Laws.

57. REACH Compliance

(a) If any Goods supplied under this Order are Supplier-Designed Goods:

(i) Supplier represents and warrants that it has read and is familiar with the European Chemicals Agency candidate list of Substances of Very High Concern ("SVHC") (viewable at <https://echa.europa.eu/candidate-list-table>) and that, except as previously disclosed in writing to Buyer, none of the Goods or any parts of Goods covered by this document contain SVHCs > 0.1% by weight.

(ii) Supplier further covenants and agrees that it shall continuously monitor the updates published by the European Chemicals Agency regarding revisions to the list of SVHC and it shall immediately notify Buyer if in the future any of the Goods or parts of Goods covered by this document contain SVHCs > 0.1% by weight.

(iii) Any notification that any Goods or parts of Goods contain SVHCs shall include the name of the substance(s) and

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identify the part of the Goods in which the substance is located.

(iv) Within 30 days of a written request, Supplier will provide Buyer with information or evidence demonstrating compliance with this subsection.

(b) If Supplier is headquartered in, or produces any of the Goods at a facility located in, the European Union:

(i) Supplier represents and warrants that no substance is utilized in the manufacture of the Goods, nor do the Goods, contain any substance not authorized for Supplier's use if subject to authorization under Annex XIV of REACH as amended from time to time.

(ii) Supplier further represents and warrants that the Goods comply with all applicable conditions of restrictions under Annex XVII of REACH as amended from time to time.

(c) Supplier shall immediately notify Buyer if any of the representations and warranties in subsections (a) or (b) above cease to be true. Failure to notify Buyer will constitute a breach of this document and may result in Buyer exercising any or all of its contractual and other legal rights relating to such breach, including without limitation purchase order cancellation and/or return of Goods.

(d) Supplier will cause similar provisions to this Section 31 to be inserted in its contracts with any of its suppliers.

(e) In addition, Supplier is obligated to comply with the foregoing provisions as they are embodied in the UK REACH Regulation and any other applicable requirements of UK REACH.

(f) Without limiting the generality of any other provision of this Order, any failure by Supplier to meet its obligations under this Section 31 will constitute a breach of this document and may result in Buyer exercising any or all of its contractual and other legal rights relating to such breach, including without limitation purchase order cancellation and/or return of Goods.

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AIRCRAFT GROUP SUPPLEMENT

If the Order is for Moog Aircraft Group, the following Sections 57 through 66 apply:

58. Code of Basic Working Conditions

(a) Supplier shall use its good faith efforts to comply with the provisions of the Boeing Code of Basic Working Conditions and Human Rights, as described at: <https://www.boeing.com/principles/human-rights.page>.

59. C-TPAT

If Supplier ships, or causes any of its subcontractors to ship, any Goods or components thereof from a facility outside the United States directly to Buyer or any of Buyer's customers, upon Buyer's written request Supplier shall, and shall cause any of its subcontractors undertaking such a direct shipment, to comply with the requirements of the Customs — Trade Partnership Against Terrorism (C-TPAT) program within one year of the execution of this Order.

60. Environmental, Health, and Safety at Customers' Facilities

(a) If Supplier performs any Services at, or otherwise must in the course of its performance of this Order to go to, any facilities of any of Buyer's customers, Supplier agrees to conform with all applicable rules and procedures and if requested to execute such additional documentation as Buyer's customers may reasonably request. Without limiting the foregoing, Supplier agrees to follow all of the site's applicable environmental, health, and safety procedures, including, but not limited to, any environmental management system, safety management system, and emergency action plan.

(b) All waste generated by Supplier while on the premises of Buyer or Buyer's customers shall be managed in accordance with the applicable environmental management system. Supplier may be audited to ensure compliance with these requirements.

61. Buyer-Furnished and Buyer-Funded Items

(a) Upon completion or termination of this Order, any Buyer-Furnished Items and any Buyer-Funded Items shall be dispositioned in accordance with instructions from Buyer. In the absence of any such instructions, Supplier shall return all such items at Supplier's own expense to Buyer's facility listed on the first page of this Order within forty-five (45) Days following the date of completion or termination of this Order.

(b) If Buyer requests, Supplier agrees to enter a bonded stores agreement or a similar agreement containing such additional provisions as Buyer may reasonably request to protect the interests of Buyer and/or Buyer's customers in Buyer-Furnished and Buyer-Funded Items.

62. Quality Assurance

Supplier shall provide with all shipments the following evidence of acceptance by its quality assurance department: (i) certified physical and metallurgical or mechanical test reports where required by controlling specifications, or (ii) a signed, dated statement on the packing sheet certifying that its quality assurance department has inspected the Goods or Services and they adhere to all applicable drawings and/or specifications.

63. Access to Records

(a) In addition to all inspection records being available to Buyer, Supplier's records shall be made available to Buyer's customers during the performance of this Order and for as long afterward as required by this Order or applicable laws and regulations, but in no event shall such period expire prior to: (i) ten (10) years after delivery of the last of the Goods or Services to be delivered hereunder; or (ii) final resolution of any dispute involving the Goods

delivered or Services performed hereunder, whichever is later. Upon the lapse of such period, Supplier shall notify Buyer Representative prior to any destruction of such records, and Buyer shall have the right to obtain possession of such records at no cost to Buyer.

(b) Supplier shall maintain complete and accurate records showing the sales volume of all Goods and Services. Such records shall support all Services performed, allowances claimed, and costs incurred by Supplier in the performance of this Order, including but not limited to those factors which comprise or affect direct labor hours, direct labor rates, material costs, burden rates, and subcontracts. Such records and other data shall be capable of verification through audit and analysis by Buyer and be available to Buyer and Buyer's customers at Supplier's facility for their examination, reproduction, and audit at all reasonable times upon written advance notice from the date of this Order until ten (10) years after final payment under such Order. Supplier shall provide assistance to interpret such data if requested. Such examination shall provide Buyer with complete information regarding Supplier's performance for use in price negotiations with Supplier relating to existing or future orders for Goods and Services, including but not limited to negotiation of equitable adjustments for changes and termination/obsolescence claims. Buyer and Buyer's customers shall treat all information disclosed under this Section as confidential, unless required by Government contracting regulation(s).

64. Civil Aviation Authority Requirements

(a) Regulatory approval from the appropriate civil aviation authority may be required for Supplier to make direct sales of Goods as replacement parts to owners/operators of type-certificated aircraft. No Goods (or constituent parts thereof) shall contain any FAA-PMA markings and shall not be certified under an FAA PMA approval. Supplier shall not engage in any such direct sales of Goods or Services without all appropriate regulatory approval. Any breach of this Section will be deemed a material breach of this Order. For Supplier Designed Goods, Supplier agrees to notify Buyer Representative of application for PMA or other applicable regulatory approval and subsequent approval or denial of same. "Supplier Designed Goods" means any Goods that are not manufactured strictly in accordance with plans or drawings supplied by Buyer.

(b) If Supplier is located in or subcontracts with subcontractors located in a country which does not have a bilateral airworthiness agreement with the United States, Supplier shall obtain and maintain on file and require its affected subcontractors to obtain and maintain on file, subject to review by Buyer, a letter from the applicable government where the Goods or elements thereof are to be manufactured stating that Buyer, Buyer's customers, and the FAA will be granted access to perform inspections, surveillance, and tests and to review procedures, practices, processes, and related documents related to quality assurance, quality control, flight safety, and configuration control.

(c) Supplier shall cause provisions similar to Section 26, "Access to Supplier's Facilities" to be inserted in its contracts with its own subcontractors, provided that such provisions impose obligations on subcontractors that are consistent with the obligations imposed on Supplier herein.

65. Supplier Changes in Product, Manufacturing Location, or Process Definition

(a) Supplier agrees not to make any change in process definition or in materials or design details which would affect the Goods or any component part thereof with regard to (i) part number identification, (ii) physical or functional interchangeability, or (iii) repair and overhaul procedures and processes and material changes which affect these procedures without prior written approval of Buyer and, if applicable, Buyer's customer(s). If such approval is granted, all part numbers and the originals of all drawings and data shall be revised accordingly.

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(b) Supplier shall cause provisions similar to Section 27, "Supplier Changes in Product, Manufacturing Location, or Process Definition" to be inserted in its contracts with its own subcontractors, provided that such provisions impose obligations on subcontractors that are consistent with the obligations imposed on Supplier herein.

66. Warranty

If Buyer elects to have an item corrected (whether for nonconformance or breach of warranty), the following terms shall apply:

(i) The following warranty shall apply to the corrected Good or Service:

(A) With respect to a defect in material or workmanship or conformity to this Order, a correction will be free of such defects for the remainder of the initial warranty period set forth in this Section, or for period of eighteen (18) months from the date of return shipment of the corrected Good or Service by Supplier to Buyer, whichever ends later.

(B) As to a defect in design, the corrected Good will be free from such defects for the remainder of the initial warranty period set forth in this Section, or for a period of twenty-four (24) months from the delivery of such corrected Good or Service by Supplier to Buyer, whichever ends later.

(ii) The turnaround time (beginning with receipt by Supplier) for corrections to Goods will be:

(A) Fourteen (14) Days or less for electronic Goods.
(B) Twenty-eight (28) Days or less for other Goods.

(iii) During the warranty period, Buyer shall not be charged for Supplier's tests on Goods returned for correction for which Supplier is unable to locate any fault.

(iv) Supplier shall be responsible for all freight, insurance, customs, and other transportation-related charges for Goods returned for correction.

67. Subcontracting

(a) If Buyer grants approval to subcontract this or any substantial part of this Order pursuant to Section 29 – "Subcontracting", Supplier shall maintain complete and accurate records regarding all subcontracted items and/or processes, and shall ensure that such subcontractors comply with Supplier's quality assurance system approval for said subcontractors or suppliers.

(b) Supplier shall include as part of its subcontracts those elements of this Order that protect the rights of Buyer and Buyer's customers, including but not limited to right of entry provisions, proprietary information and rights provisions and quality control provisions. In addition, Supplier shall provide to its subcontractor's sufficient information to document clearly that the work being performed by the subcontractor is to facilitate performance under this Order.