

PURCHASING -TERMS AND CONDITIONS

TERMS AND CONDITIONS DETAILED FORM PART OF ALL MOOG IRELAND LTD PURCHASE ORDERS AND SERVICE ORDERS.
ACCEPTANCE OF A PURCHASE/SERVICE ORDER IMPLIES ACCEPTANCE OF THESE TERMS AND CONDITIONS

1 DEFINITIONS

"Contract" shall mean any contract resulting from this order

"Order" shall mean this purchase order

"Buyer" shall mean Moog Ireland Ltd

"Seller" and or "Supplier" shall mean the person on whom this order is placed

"Goods" shall mean the supplies to be delivered under the contract and shall be deemed to include any service(s)

2 ACCEPTANCE

This purchase order constitutes buyer's offer to seller, and is a binding contract on the terms and conditions set forth herein when it is accepted by seller either by the acknowledgement or the commencement of performance hereunder. No condition stated by the seller in accepting or acknowledging this order shall be binding upon buyer if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein unless accepted by buyers written approval.

3 REVISIONS

No revisions of this order or any of the terms and conditions hereof shall be valid unless in writing and signed by an authorised representative of buyer's purchasing department.

4 DELIVERY

4.1 Delivery shall be strictly in accordance with the delivery schedule set out in this order. Notwithstanding this provision, the seller shall not be liable for delays or defaults due to causes beyond its control and without its fault or negligence, provided however, that if the seller has reason to believe that deliveries will not be made as required, due to such cases, written notice setting forth the cause of any anticipated delays shall be given immediately to buyer.

4.2 The supplier shall complete and deliver the goods at the time or times specified in the order and in this respect time shall be of the essence. Premium transportation costs to meet delivery schedule shall be at the seller's expense.

4.3 The buyer may at any time or times by notice in writing to the seller postpone the date/s of delivery of any goods without thereby incurring any liability and the seller shall deliver such goods on the revised date/s so notified and shall not make any claim for adjustment in price or otherwise in respect of any such postponement unless otherwise agreed in writing by the buyer.

5 DELIVERIES MADE

5.1 If the supplier delivers quantities in excess of the quantity due the purchaser shall have the right to accept or reject the quantity in excess of that due.

5.2 The buyer shall not be obliged to accept delivery of any goods prior to the delivery date and if the seller shall do so:

(A) The buyer shall be entitled to charge storage to the supplier and

(B) The date for payment shall be calculated according to the due delivery date.

6 TERMINATION

Failure to comply with specifications, terms and conditions of this order, or to deliver material in accordance with sellers promise shall be grounds for cancellation without penalty to buyer.

7 ACCEPTANCE AND REJECTION

All articles will be subject to final inspection and acceptance by buyer within a reasonable time after receipt at the designated destination, irrespective of prior payment. Buyer may reject any article which contains defective material or workmanship or does not conform to specifications, samples or warranties. Any article so rejected may be returned to seller at seller's risk and expense, and at full invoice price plus applicable transportation charges both ways. No defective article or material shall be replaced unless requested by buyer.

7.1 CERTIFICATE OF CONFORMANCE (REQUIRED FOR GOODS INTENDED FOR AIRCRAFT APPLICATIONS AND FOR GOODS WHERE REQUIRED ON THE RELEVANT DRAWING)

The certificate of conformance is a quality record that shall include the Moog part number, purchase order number, quantity shipped, date shipped, manufacturer's part number, manufacturer's date code (see below) and details of certified quality system. It should be signed to indicate compliance with the requirements of this document. These are to be submitted for all parts delivered to Moog.

7.2 DATE CODE/LOT NUMBER CONTROL (REQUIRED FOR GOODS INTENDED FOR AIRCRAFT APPLICATIONS AND FOR GOODS WHERE REQUIRED ON THE RELEVANT DRAWING)

Deliveries of parts/components with multiple date codes or multiple lot numbers must be segregated such that each part/component is identifiable by its date code or lot number. The paperwork must also reflect if multiple date codes or lot numbers have been delivered with the associated quantity.

- 7.3 **FIRST ARTICLE INSPECTION (REQUIRED FOR ALL CUSTOMISED GOODS)**
Moog Ireland requires all first deliveries of customised parts to include a full first article inspection report be filled out by the manufacturer. The sample, on which the FAI was performed, shall be clearly marked, both on the sample and the FAI report. Where the drawing has been updated and there is a change in the form, fit or function of the part, then an FAI must be submitted for the change/update only
The FAI should confirm that all processes, materials and dimensions are met. In the case of raw material or process i.e. paint, chromate, proof of acceptability shall be made available either through records or attached certificates. Drawing notes should be referenced and their acceptance confirmed.

Any discrepancies detected by the manufacturer during the FAI shall be notified to Moog and a deviation should be sought in advance of any parts being shipped to Moog. Under no circumstance shall a non-conforming part be sent to Moog without a Moog approved deviation. Failure to comply with the above requirement will result in Moog Ireland rejecting the product.
- 7.4 **RECORD RETENTION**
Supplier shall retain verifiable objective evidence of inspection and tests performed. Distributors of electronic components shall hold records detailing original manufacturers and associated date code/lot number. Quality records shall be made available for evaluation for a contractually agreed upon period. Unless otherwise specified, this period shall be ten years
- 7.5 **ESD**
ESD sensitive parts to be packed in protective ESD packaging. All non-ESD sensitive parts should be packed in dissipative packaging where possible to aid Moog in their drive to remove any ESD damaging packaging before being received into stock. Where ESD sensitive components are involved, the supplier must provide adequate protection in their work place to protect against possible damage
- 7.6 **RIGHT OF ENTRY**
Moog or Moog customers reserve the right to determine and verify the quality of work, records, material and processes at any time, having given 14 days notice.
- 7.7 **SUPPLIER CONTROL**
Suppliers are responsible for insuring that the applicable requirements of this purchase order are imposed on lower tier suppliers/manufacturers.
- 7.8 **QUALITY SYSTEM**
Suppliers shall have in operation a certified quality system.
- 7.9 **SPECIAL PROCESSES**
Suppliers shall develop a system, subject to approval by Moog Ireland for controlling special processes. Any changes to these processes shall require approval from Moog Ireland before implementation.
- 7.10 **SUPPLIER REQUEST FOR NON-CONFORMANCE DISPOSITION**
Suppliers shall request and receive written approval from Moog prior to supplying any materials incorporating unapproved changes from drawings or non-conforming material. The supplier shall provide Moog with details of relevant changes for evaluation with the request for approval
- 7.11 **PRODUCT OR PROCESS CHANGES**
Suppliers shall notify Moog of changes to the processes delivering the supplied product. This includes changes of supplier production location.
- 7.12 **PRINTED CIRCUIT BOARDS-RIGID PCBs.**
Moog requires that all rigid PCBs meet the requirements of IPC-6012 class 3. In some cases, Moog Ireland does not require that the frequency of testing as specified in table 4-3 of IPC-6012 be carried out. Moog drawings will clearly define where such an exception is allowed by inserting the following clause " Moog approved suppliers do not need to adhere to IPC-6012 table 4-3, and may use their own acceptance testing frequency regime". In these cases the manufacturer is responsible for determining the testing frequency necessary to ensure compliance with the IPC -6012 class 3 standard. In all cases the Gerber package should be referenced to determine requirements. PCBs calling up Moog generic pcb specification B48187-005 will have the exception clause applied, however the Gerber always takes precedence over the B48187-005 document.
- 7.13 **FLEX- RIGID PCBs.**
Refer to specification as called up in Gerber.
- 7.14 **AGE CONTROL -ELECTRONIC COMPONENTS**
The supplier shall deliver components manufactured less than two years prior to date of shipment to Moog Ireland.
- 8 **PACKING**
All goods shall be delivered suitably packaged to the destination specified on the face of the order. All packages to be clearly identified with the purchase order number. The seller shall not charge the buyer additional costs for pallets, containers or packaging and the buyer shall not be responsible for storage or return of such items.
- 9 **INVOICES**
- 9.1 Invoices must state clearly the order number advice note numbers, descriptions, quantities and suppliers vat registration number.
- 9.2 Invoices which do not agree with this order in terms of price, quantity and weights or where no proof of delivery can be found, will be returned to the supplier. Re-submitted invoices will be treated as new invoices in regard to payment.
- 9.3 A monthly statement of account is to be sent to the buyer embodying all invoices.
- 10 **PAYMENT**
Payment for the articles covered by this purchase order will be made promptly following receipt of such articles at destinations and appropriate invoice.

11 **WARRANTY**

Seller warrants that all articles, material and work furnished hereunder will be free from defect in material and workmanship and will conform to applicable specifications, drawings, samples and/or descriptions furnished by buyer. The warranties of the seller, together with its service guarantees, shall run to buyer and/or customer

12 **DUAL USE APPLICATIONS**

Please note these goods may be used for dual use applications. The responsibility is with the supplier to comply with any export requirements.

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