

TERMS AND CONDITIONS OF SALE

Except where otherwise specified, this sale is subject to the following terms and conditions:

1. Acceptance

Customer's acceptance of goods or services from Moog Inc. ("Moog") shall constitute full acceptance of Moog's quote and these terms and conditions. These terms and conditions take precedence over Customer's terms and conditions to which notice of objection is hereby given. Moog's commencement of performance, acceptance of payment and/or delivery of goods or services shall not be deemed as acceptance of Customer's terms and conditions. Quotes are valid for 30 days.

2. Terms of Payment

All payments are stated and shall be made in US Dollars. Payment shall be by Electronic Funds Transfer or alternative method as agreed to by Moog and Customer. If milestone payments apply, Moog may invoice on the original milestone completion date if the milestone is not met due to Customer's fault, untimely response, or unreasonable delay. Unless Seller provides otherwise on the invoice, payments are due and payable in full within thirty (30) days of issuance by Seller. Past due amounts are subject to an additional fee of 1% per month on any outstanding balance.

Moog reserves the right to impose a Minimum Order Quantity (MOQ) or Minimum Order Value (MOV) at its discretion. Where applicable, any minimum requirements will be communicated at time of offer or order intake, whichever happens first.

All prices are exclusive of any applicable federal, state, or local sales, use excise, or other similar taxes. All such taxes shall be for Customer's account and paid by Customer. Any taxes (including, but not limited to income, stamp, and turnover taxes), duties, fees, charges, or assessments of any nature, levied by any governmental authority other than of the U.S.A. in connection with this transaction, whether levied against Customer, against Seller or its employees, or against any of Seller's subcontractors or their employees or otherwise, shall be for Customer's account and shall be paid directly by Customer to the governmental authority concerned. If Seller is required by law or otherwise to pay any such levy and/or fines, penalties, or assessments in the first instance, or as a result of Customer's failure to comply with any applicable laws or regulations governing the payment of such levies by Customer, the amount of any payments so made by Seller shall be reimbursed by Customer to Seller upon submission of Seller's invoices.

3. Packing and Shipment

Packing and shipment shall be in accordance with good commercial practice.

4. Delivery and Title

(a) Goods are being purchased FCA Incoterms 2020. Risk of loss shall transfer to Customer when goods are ready to be loaded on Moog's shipping dock and title passes upon payment in full. Liquidated/delay damages shall not apply.

(b) Moog shall not be responsible for the failure to perform any obligation arising hereunder due to events beyond its control. These events shall include, but are not limited to, fire, storm, flood, earthquake, explosion, accidents, acts of public enemy, sabotage, strikes, labor disputes, labor shortages, work stoppages, transportation embargoes or delays, failure or shortage of materials or machinery used by Moog in the manufacture of the goods supplied hereunder, acts of God, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, and acts or regulations or priorities of the Federal, State or local government or branches or agents thereof, government contracts or shipments to purchasers to fulfill contracts.

(c) Claims for shortages, incorrect materials or invoicing errors must be made by Customer within twenty (20) days after receipt of shipment. Goods not promptly and properly rejected shall be deemed accepted and subject to the warranty provision herein.

5. Intellectual Property

(a) Other than a non-exclusive, royalty-free right to use, operate and sell the goods purchased by Customer hereunder, no intellectual property is being sold, granted, licensed, or assigned; there are no works made-for-hire and any government rights shall be limited rights. Unless otherwise stated herein, goods are commercial and have been developed exclusively at private expense.

(b) Except to the extent that: (i) designs or other intellectual property have been provided by Customer; or (ii) goods are altered or combined by Customer in a manner causing the infringement, Moog agrees to indemnify and defend Customer against any suit, foreign or domestic, that any third party may institute against the Customer for

alleged infringement of a patent or patents relating to specific devices or apparatus of Moog's own design and furnished to the Customer under this contract. Moog's obligations under this paragraph shall arise only if the Customer (a) shall have made all payments then due under this contract; (b) shall give Moog immediate notice in writing of the alleged infringement and of the institution of any suit; (c) shall tender defense to defense of such suit to Moog; and (d) shall furnish to Moog all information, assistance, and authority that is necessary to defend such suit. If an injunction is issued against the further use of the goods, Moog will, at its option and expense: (i) procure for Customer the right to continue using such goods; (ii) modify or replace the same with non-infringing goods; or (iii) refund the purchase price allocated to the infringing goods.

6. Indemnity

If any goods are made in compliance with Buyer's plans, designs, specifications or instructions, Buyer shall indemnify and hold harmless, and defend Moog from and against any damage, loss, expense, liability, claims, suits, judgments, decrees, and costs caused by or relating to the plans, designs, specifications, or instructions for such goods, including any patent infringement or alleged infringement.

7. Warranty

(a) Moog warrants that each item of its manufacture shall, at the time of shipment to Customer, conform to applicable specifications and drawings, and be free from defects in material and workmanship. Design, essential performance, or other provisions expressly stated to be goals or objectives shall not be deemed to be requirements subject to this Warranty.

(b) Unless otherwise specified, Moog's obligation under this Warranty shall be limited to repair or replacement, at Moog's option, of any item which within twelve months from date of shipment to Customer is proven to Moog's satisfaction to have been nonconforming at the time of shipment. As a condition of this Warranty, Customer shall notify Moog in writing of any claimed nonconformance immediately upon discovery and shall return the item to Moog for inspection. Moog shall not be responsible for any work done or repairs made by others at any time. Disassembly by anyone other than persons authorized by Moog will void the terms of this Warranty.

(c) Moog shall not be responsible for the performance of any Good which incorporates items not manufactured by Moog unless such performance is expressly designated as Moog's responsibility under the terms of the Order or other written agreement between Moog and Customer.

(d) Moog shall not be liable for improper use, installation, accidents, operation, or maintenance of items manufactured by Moog, nor for any damage resulting therefrom, or from negligence on the part of Customer's employees or agents.

(e) Moog shall not be responsible for any consequential or incidental damages occasioned by failure of any item supplied by Moog, or by failure of any item in which a component manufactured by Moog is incorporated.

(f) Unless previously agreed to in writing, Moog shall not provide field repairs, modifications, or any other field service under this Warranty.

(g) THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND ARE GIVEN IN LIEU OF ALL OTHER REMEDIES AND WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Inspection and repair of in-warranty repair will be conducted at no charge.

(h) If an in-warranty item is returned and there is no fault found, inspection fees will apply.

8. Information, Data and Design

(a) Any proposals, prints, brochures, drawings, designs, data, or other information furnished to the Customer by Moog before, after, or contemporaneously with the execution of this contract are intended for confidential use by the Customer, shall remain the property of Moog, and shall not be used to the detriment of Moog's competitive position. When given, all such proposals, performance and production projections, prints, brochures, drawings, designs, data, and other information are based on Moog's knowledge and understanding, but are, in all events, estimates only and are not guaranteed or warranted in any respect. The providing of any design information by Moog shall not constitute an assumption of design responsibility unless otherwise expressly assumed by Moog.

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MOOG

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b) Payment of non-recurring charges does not convey unlimited data rights or ownership changes.

9. Cancellation of Contract

Under no condition may the Buyer cancel its obligations under this contract. Any attempt to do so will entitle Moog, in its sole discretion, to either (a) recover all direct, indirect, and consequential damages arising by reason of such attempted cancellation, or (b) retain as liquidated damages any customer deposit made under this contract.

10. Applicable Law

In the event of a dispute regarding any of the terms or conditions contained herein, the parties agree that the governing law and forum of the State of New York State shall apply. The parties agree to exclusive venue in Erie County, New York. The United Nations Convention on the International Sale of Goods is hereby disclaimed in its entirety. The official language of this contract shall be English.

11. Assignments

The Customer's rights may not be assigned or otherwise transferred to any other person, whether by operation of law or otherwise, without Moog's prior written approval. That notwithstanding, Seller is hereby authorized to unilaterally assign this Agreement to any parent or affiliated entity.

12. Waivers

Waiver by Moog of any breach of any of these provisions, or its failure to exercise any right, shall not be construed as a waiver of any other breach, or a waiver to exercise any other right.

13. Indemnification

Customer agrees that any contract between Customer and Customer's customer shall include:

- a) an indemnification for Moog from any liability for improper use, accidents, improper operation or maintenance of Customer's system or Moog product sold hereunder, including damage therefrom or for negligence on the part of Customer's customer, employees, or agents.
- b) an indemnification for Moog and hold Moog harmless from any incidental or consequential damage claimed by any third party occasioned by failure of any items supplied by Moog or by failure of any item in which a component manufactured by Moog is incorporated.
- c) Customer shall indemnify Moog from any and all loss, cost or damage resulting from Customer's negligent or improper installation of Moog products and/or Customer's system containing Moog product. Customer assumes all liability for properly imposing/effectively communicating to Customer's customer any and all warnings, labels, maintenance and/or instructions as defined in Moog's product literature and documentation and any and all higher-level system/installation safety, operational and maintenance requirements.

14. Default

If the Customer fails to pay any invoice when due, or fails to accept shipments as scheduled, Moog may, at its option and without prejudice to other remedies, either defer further shipments until the default is corrected or cancel Moog's remaining obligations under the contract.

15. Customer's Authorization

Customer represents and warrants that the person who executed the offer which this instrument accepts, or who will execute the Customer's acceptance of the offer contained in this instrument, has duly executed the relevant documents on behalf of the Customer, and is duly authorized to so act.

16. Compliance with U.S. Export Regulations

The Customer is hereby placed on notice that the technical data or hardware furnished with this quotation or order acknowledgment may relate to articles controlled by the U.S. Government for export and may, therefore, be subject to export licensing requirements and limitations on disclosure or shipment to foreign nationals under U.S. Law. Federal, criminal, and civil penalties may result from any violation of these export provisions. **CUSTOMER INDEMNIFIES MOOG FROM ANY BREACH OF SUCH REQUIREMENTS AND LAWS FOLLOWING CUSTOMER'S RECEIPT OF EXPORT CONTROLLED DATA OR HARDWARE.** In the event at any time that any applicable export control regulations prohibit or make impracticable Moog's performance hereunder, Moog will be

released from performance of this contract. Moog will not be liable to Customer for any losses, damages or claims arising from such cancellation of this contract.

17. Return of Product

- a) Requires Moog approval prior to any return
- b) A restocking charge may apply.
- c) Used, damaged or non-standard hardware is not eligible for return

18. Changes

- a) Moog may at any time, by written notice, make changes within the general scope of this Contract in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery (iv) reasonable adjustments in quantities or delivery schedules or both.
- b) Change orders decreasing quantities will cause the quantity discount to be revised to the appropriate value which reflects the quantity ordered. Items already shipped will be subject to additional invoicing if the total order quantity falls into a different discount bracket.

19. Order of Precedence

For the purpose of interpreting this Agreement, in the event of any inconsistency or contradiction, it shall be interpreted in accordance with the following order of precedence, from greatest to least:

- a) These Terms and Conditions;
- b) Special Terms and Conditions (if any);
- c) Statement of Work;
- d) Specification

20. Limitation of Liability

a) Customer's sole remedies for Seller's breach of any and all warranties, representations, covenants, or undertakings hereunder, and its sole remedies with respect to Seller's liability of any kind relating to products provided hereunder, and any other performance by Seller under or pursuant to this Agreement, shall be limited to the remedies herein. In no event shall Seller's liability to Customer for damages of any nature exceed 10% of the price of the Products if the liability arises pursuant to this Agreement or the performance thereof or in any way related thereto.

b) This limitation of liability shall apply irrespective of the nature or the cause of action or inaction including, but not limited to, breach of contract, negligence or other tort, breach of a statutory duty or liability of Seller or Seller's agents and subcontractors. However, this limitation of liability shall not apply to circumstances which, by law, cannot be excluded, such as claims in respect to or arising out of death or personal injury, or any other liability which Supplier is specifically required by law or statute or this Agreement to be indemnified under a policy of insurance.

c) UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES DUE TO ANY BREACH OF THIS AGREEMENT OR FOR ANY FAILURE OF THE PRODUCTS OR ANY COMPONENT THEREOF OR SERVICE OR WARRANTY RELATED THERETO, INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, REVENUES, USE, OR DATA EVEN IF SELLER SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

d) Customer agrees that Seller will not have any responsibility for any hardware, software, or other items, or any services provided by any person other than those authorized in writing by Seller or its authorized representatives. No action arising out of the sale of the products or the performance of service under this Agreement may be brought by either Party more than one (1) year after the cause of action arises, but in no event later than eighteen (18) months after the initial Limited Warranty commences, except that an action for non-payment may be brought by Seller within two (2) years of the date of last payment made by Customer hereunder.