



Supplier Terms for Field Service in High-Risk Assignment (“High-Risk Terms”)

The following assumptions apply in addition to Supplier’s Terms and Conditions of Sale. Where there is conflict between Supplier’s Terms and Conditions of Sale and these High-Risk Terms, the High-Risk Terms shall control and apply.

1. Buyer will cooperate with Supplier and provide the necessary information to enable Supplier to obtain work permits, visas or other government approvals necessary for Supplier’s personnel to perform the work at the location designated by Buyer. Supplier shall not be responsible for any delays caused by governmental action or inaction in granting such approvals.
2. Buyer shall provide for, or recommend, suitable housing and transportation in the high-risk location to enhance Supplier personnel safety.
3. Buyer shall provide Supplier’s personnel with internet connectivity to perform the Service.
4. Supplier shall have an in-country cell phone in order to perform the Services and to allow contact with Supplier personnel family and work manager.
5. Buyer will provide all necessary personal protective equipment (PPE) for Supplier’s personnel to protect against any hazards Supplier’s personnel may encounter while performing the work.
6. While Supplier’s personnel will comply with applicable U.S., state statutes, acts, ordinances, regulations, codes, and laws that apply to Supplier’s performance of the Work, Supplier is dependent on Buyer to inform Supplier’s personnel of any specific local rules, laws or customs to be complied with in the specific work location.
7. Supplier’s personnel shall comply with job/site requirements as provided to Supplier in advance and as mutually agreed upon by the parties.
8. Supplier is not responsible for oversight or supervision of work, property or employees of others, including health, safety, or security.
9. Buyer shall advise Supplier’s personnel in advance of all known and/or suspected hazardous/unsafe conditions and risks that may be encountered while on-site. Supplier’s personnel shall not be required to take any action, or to enter or remain in any area where he/she reasonably determines that it would be unsafe.
10. Supplier’s personnel shall be given unobstructed access to the site and the work. Supplier’s time and expense for any delays not caused by Supplier shall be charged to Buyer.
11. Buyer shall indemnify, defend and hold Supplier and Supplier personnel harmless for personal injury (including death) or property damage that may incur while Supplier’s personnel is on assignment at the high-risk work location.
12. Monthly invoices shall assume an average 10-hour workday. At month end, any hours worked over the average 10-hour workday shall assume an additional charge per the applicable rate for each additional hour worked.
13. In the event of a Contract Termination or Descope, Moog shall assume full payment for the scope originally defined within the PO.
14. **SUPPLIER PROVIDES SUCH SERVICES ON AN AS IS BASIS AND WITHOUT WARRANTY OF ANY KIND. THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES THAT ARE OFFERED AS PART OF THIS ORDER. ALL WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING ANY CONDITION OR WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) ARE FULLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.**