

Moog, Inc.-Aircraft Group

Standard Terms and Conditions of Purchase

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DEFINITIONS

As used throughout this document, the following definitions apply unless otherwise specifically stated. Capitalized terms not otherwise defined shall have the definitions assigned to them in the Long Term Agreement (the "Agreement") to which these Terms and Conditions form an attachment

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

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

F. "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

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Delivery

Supplier's timely performance is critical to the success of the Agreement, and time will be deemed of the essence of the Agreement or any Order issued under the Agreement. Supplier will make deliveries strictly in accordance with the delivery

schedule contained in the Agreement or any Order issued under the Agreement. If the Supplier suspects or determines that deliveries will not be made in accordance with that schedule, the Supplier will advise Buyer in writing of the possible delay, the cause, and the proposed recovery schedule as soon as possible, and shall continue to notify Buyer of any material change in the situation. In the event (a) that Buyer receives such a notification; or (b) that an actual failure by Supplier to comply with the schedule occurs, Buyer may, in addition to all other remedies, require Supplier, at Supplier's expense, to ship goods via air freight or other expedited routing to avoid or minimize delay.

2. Packing, Declaration of Origin, And Shipment

(a) Supplier will comply with instructions contained in Buyer's Inbound Freight Guide which can be found at http://www.moog.com/literature/Corporate/Suppliers/Inbound_Fr eight_Guide_-_AG.pdf and make deliveries as ordered, without additional charges for boxing, crating, carting or storage.

(b) Goods covered by any Order shall be shipped in accordance with ICC Incoterms, 2010 Edition. Unless otherwise specified on the face of the order, the applicable shipping and delivery Incoterms will be FCA (named place). In any event, title to Goods shall pass to Buyer on the title passage date (earlier of the Manufacturing Required Date (MRD) or the use date, unless Goods are delinquent to the MRD, in which case title passage shall occur upon arrival of such Goods at the specified delivery location). Buyer insures all Goods for which it accepts risk of loss while such Goods are in transit. Therefore, Supplier shall not declare any insurance value on such Goods shipped via any carrier.

(c) Unless otherwise specified, items will be suitably packed for their protection during transportation and shipped via the lowest cost means that are otherwise appropriate for the item in accordance with the requirements of common carriers. Supplier is responsible for contacting Buyer to resolve any questions regarding proper packing or shipment under the Agreement or any Order issued under the Agreement.

(d) Supplier will describe items 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 will not declare any value on bills of lading if Buyer is responsible for shipping charges. If Supplier does declare a value without the permission of Buyer, all insurance charges will be deducted from the Supplier's invoice.

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

(f) When goods provided under the Agreement or any Order issued under the Agreement 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 Purchase Order number, Buyer part number, and, as requested, any other documentation that is reasonably required for Customs compliance.

(g) Without limiting the generality of Buyer's other rights hereunder, Supplier shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses,

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including attorneys' fees, all expense of litigation and/or settlement, and court costs, 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 clause.

3. Buyer-Furnished and Buyer-Funded Items

(a) Title to Buyer-Funded Items shall vest in Buyer upon any payment for such items. Title to any Buyer-Furnished Items shall remain with Buyer or Buyer's customer as the case may be.

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

(c) Upon completion or termination of the Agreement, any Buyer-Furnished Items and any Buyer-Funded Items shall be disposed in accordance with instructions from Buyer. In the absence of any such instructions, Supplier will return all such items at Supplier's own expense to Buyer's facility listed on the first page of the latest Order issued under the Agreement within 45 days following the date of completion or termination of the Agreement or, if later, any Order issued under the Agreement

(d) Supplier agrees, as a condition of the Agreement that it will: (i) properly mark/label, identify and segregate any and all Buyer-Furnished Items and Buyer-Funded Items in connection with the Agreement 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) be responsible for risk of loss or damage with respect to any Buyer-Furnished Items and Buyer-Funded Items at all times while they are in the custody, care, or control of Supplier, including Supplier's own 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. 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 Buyers' customers in Buyer-Furnished Items and Buyer-Funded Items

(e) Supplier will maintain a policy or policies of insurance covering all property on Supplier's premises owned by Buyer against loss or damage. A certificate verifying such insurance will be submitted by Supplier to Buyer on request.

(f) Supplier, upon request, will provide a schedule of all quantities on hand of Buyer-Furnished Items and Buyer-Funded Items.

(g) 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.

(h) Supplier agrees not to copy or duplicate any Buyer-Funded Items, special tooling or special test equipment for any purpose other than performance of this or other Agreement or Orders for Buyer, and further agrees that it shall not use or transfer to any person, firm or corporation, copies or duplicates of any such

Buyer-Funded Items, special tooling or special test equipment acquired or fabricated under any previous Agreement for the development or production of particular supplies or parts, or the performance of particular Services required under the Agreement or any Order issued under the Agreement, for any purpose other than performance of orders for Buyer.

(j) If such Buyer-Furnished Items are not delivered to Supplier in sufficient time, any resulting delay of Supplier in delivering to Buyer shall be treated in accordance with the "Force Majeure" section of the Agreement, but Buyer shall not incur any liability to Supplier in connection with the delivery of Buyer-Furnished Items.

4. Special Tooling

Unless otherwise specified in this Agreement or any 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 these shall be considered Buyer-Funded Items.

5. Access To Supplier's Facilities

(a) Buyer, Buyer's customers and relevant regulatory authorities will have access to Supplier's, and all other, facilities involved in this Agreement or any Order, where they will have access to all procedures, practices, processes, associated documents and records related to any aspect of the performance of this Agreement or any Order. This right of access shall include the rights to perform inspections, surveillance and tests, and the right to determine and verify the quality of work, records and material. No charge will be imposed by Supplier in connection with this right of access.

(b) If Supplier is located in or subcontracts with a Significant Supplier located in a country which does not have a bilateral airworthiness agreement with the United States, Supplier will obtain and maintain on file and require its affected Significant Supplier(s) 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 will include a provision granting the same access rights to the same parties in all of its contracts with its Significant Suppliers.

6. Supplier Changes In Product, Manufacturing Location, Or Process Definition

(a) Buyer must be promptly notified in writing of changes in product, manufacturing location, or process definition that were not requested by Buyer. Such notification must be given as early as practicable, and should describe the change or changes that have been made or are being proposed. Buyer reserves the right to require its approval of the product, manufacturing location or the process change before the Supplier forwards the product.

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(b) Supplier agrees not to make any change 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. If such approval is granted, all part numbers and the originals of all drawings and data shall be revised accordingly.

(c) Supplier will place the above clause in its contracts with its Significant Suppliers. .

7 Inspection of Records

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 Agreement or any 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 Buyers' customers at Supplier's facility for their examination, reproduction, and audit at all reasonable times upon written advance notice from the date of this Agreement or any Order until three (3) 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 US Government contracting regulation(s).

8. Indemnification

(a) Supplier covenants and agrees to indemnify, defend, and hold harmless Buyer, its officers, directors, employees, agents customers and successors and assigns ("Indemnified Party") from any and every liability, claim of liability, allegation, judgment, cost, expense, reasonable attorneys' fees, 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 Supplier's performance under this Agreement or any 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 Indemnified Party's interests under this Agreement or any Order or otherwise, that:

(i) Supplier shall notify the Indemnified Party in a timely manner (not to exceed five (5) business days) after learning of any actual or threatened claims, suits, actions or legal proceedings, and shall not at any time consummate any settlement without the Indemnified Party's prior written consent;

(ii) Without releasing any obligation, liability or undertaking of Supplier to indemnify the Indemnified Party hereunder, the Indemnified Party shall have the right to supersede Supplier in the defense of any such claim with respect to such of its interests as may be affected thereby.

9. Compliance with Applicable Laws and Regulations

(a) Supplier will perform the requirements of the Agreement or any Order issued under the Agreement in compliance with all applicable laws, statutes, orders, acts, codes, rules and regulations, including without limitation the laws and regulations of England and Wales.

(b) Supplier expressly acknowledge and agrees that it will, to the extent required (and not prohibited by) 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..

(c) 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 or equivalent markings and shall not be certified under an FAA PMA or equivalent approval. Supplier shall not engage in any such direct sales of Goods or Services without all appropriate regulatory approval. Any breach of this provision will be deemed a material breach of the Agreement or any Order issued under the Agreement. For Supplier Designed Parts, Supplier agrees to notify Buyer of application for PMA or other applicable regulatory approval and subsequent approval or denial of same.

(e) UK Protected Materials.

i) In this Section 9(e), "UK Protected Materials" means information, software, hardware, and equipment classified as "Restricted" or above by the UK Government or which access is otherwise similarly restricted in the interests of UK national security;

ii) Only Supplier's personnel with appropriate UK security clearances shall have access to UK Protected Material and Supplier acknowledges that Buyer facilities and systems do contain UK Protected Material; in the event Supplier's personnel require access to UK Protected Materials, Supplier will provide personnel with appropriate UK security clearances at no additional cost to Buyer;

iii) In relation to UK Protected Material, Supplier's represents and warrants that it will comply with the provisions of the Official Secrets Act 1911 to 1989 (the "Act"), including Section 2 of the Act. In relation to the Act, Supplier shall be defined as a "government contractor" as defined in the Act. Supplier shall take all necessary steps to make sure that all individuals engaged on any activities relating to UK Protected Material have notice that the Official Secrets Act applies to said activities;

iv) Supplier personnel shall not transfer or disclose by whatever means UK Protected Material to any other person or entity or outside the UK without prior authorization from Buyer and in accordance with local Buyer procedures;

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v) Supplier personnel shall not remove from a Buyer site or otherwise dispose of UK Protected Material without prior authorization from Buyer in accordance with local Buyer procedures;

vi) Supplier personnel shall at all times safeguard UK Protected Material in accordance with security procedures meeting UK National Security Regulations, which are set out in the Government Manual of Protective Security as amended or supplemented;

vii) Supplier shall, at all times maintain UK Protected Material in accordance with applicable UK and UK MoD policies related to the protection and preservation of data, including but not limited to "List X" policies applicable to List X contractors and sub-contractors;

viii) Supplier personnel shall only access, store, process or transmit UK Protected Material on Buyer's Information Systems that have been duly designated and accredited for that purpose;

ix) Supplier shall indemnify and hold harmless Buyer for any breaches or violations of this Section 9(e).

(f) Supplier shall immediately notify the Buyer's Procurement 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.

10. Government Import / Export Regulations

(a) Except as specified on the face of any Order, Supplier shall comply with the trade compliance requirements of England and Wales, including but not limited to the Export Control Act of 2004, as amended.

(b) If Supplier is importer of record, Supplier agrees that Buyer will not be a party to the importation of the Goods; that the transaction(s) represented by any Order will be consummated subsequent to importation; that Supplier will neither cause nor permit Buyer's name to be shown as "importer of record" on any customs declaration; and that, if the Goods must be returned to Supplier.

(c) 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 any Order. Reasonable cooperation shall include providing reasonably necessary documentation, including import, end-user and retransfer certificates.

(d) Where Supplier is a signatory under a Buyer export license or export agreement supplier shall provide prompt notification to the Buyer's Procurement Representative in the event of changed circumstances that could affect the Supplier's performance under this contract.

(e) 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; or

(ii) for non-U.S. sources, the Harmonized Tariff Schedule Classification Number.

Supplier shall be responsible for promptly notifying Buyer in writing if any of the information covered by this certificate changes.

(f) Supplier shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, all expense of litigation and/or settlement, and court costs, 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 clause.

11. Environmental Issues

Supplier represents and warrants that it shall perform all obligations under this Agreement in compliance with all applicable national, EU, state/provincial and local environmental, health and safety laws and regulations. From time to time, at Buyer's request, Supplier shall provide certificates to Buyer in a form and substance acceptable to Buyer, indicating compliance with the provisions of this article.

12. REACH Compliance.

Without limiting the generality of Section 11, Supplier further agrees as follows:

(a) 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 <http://echa.europa.eu/web/guest/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.

(b) 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.

(c) Any notification that any Goods or parts of Goods contain SVHCs shall include the name of the substance(s) and identify the part of the Goods in which the substance is located.

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

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

(f) 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.

(g) Supplier shall immediately notify Buyer if any of the representations and warranties in subsections (a) to (f) 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

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its contractual and other legal rights relating to such breach, including without limitation purchase order cancellation and/or return of Goods.

(h) Supplier will cause similar provisions to this Section 12 to be inserted in its contracts with any of its own Significant Suppliers.

(i) Without limiting the generality of any other provision of this Agreement, any failure by Supplier to meet its obligations under this Section 12 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.

13. Electrostatic Discharge Control Requirements

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

14. Counterfeit Goods Prevention@@@

(a) Supplier agrees and shall ensure 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 Parts.

(b) Supplier shall purchase parts directly from the Original Component Manufacturer (OCM) / Original Equipment Manufacturer (OEMs), or from the OCM/OEM authorized-distributor. Procurement through an independent distributor or broker not authorized by the OCM/OEM is NOT authorized, unless first approved in writing by Buyer. A certificate of conformance shall accompany each shipment of Goods delivered. If an original OEM/OCM certificate is NOT available, distributor shall provide a de-lid and die verification report for the supplied parts verifying authenticity of the parts.

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

(d) In the event that Goods delivered under this Agreement or any Order are, or include, Counterfeit Parts, Supplier shall promptly investigate, analyze and report in writing to Buyer whether such Counterfeit Parts should be replaced with genuine parts conforming to the requirements of this Agreement or any 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.

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

(f) Without limiting the generality of any other provision of this Agreement or any Order Supplier will indemnify, defend and hold

harmless Buyer and Buyer's customers against any and all loss, cost, liability, damage or expense arising from or related to Supplier's failure to comply with the provisions of this Section 33.

16 Ethical Compliance; Gratuities

(a) Supplier agrees that it has reviewed and that it shall comply with applicable provisions of the Moog Statement of Business Ethics, available at <http://www.moog.com/investors/corporate-governance/moog-statement-of-business-ethics/>.

(b) Gratuities. 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 Agreement or any Order or securing favorable treatment under this Agreement or any 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 Agreement or any Order issued by Buyer to Supplier, Buyer may, by written notice to Supplier, terminate this in accordance with the section of the Agreement titled, Termination for Default, in addition to the exercise of any other rights or remedies provided to Buyer by law.

17. Entire Agreement

This Agreement or any 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 Agreement or any Order will be valid or binding unless it is in writing and is signed by Buyer's authorized Purchasing Department Representative. Headings set forth in this Agreement or any Order are for convenience of reference only and are not intended to, nor do they alter the meaning, content, or enforceability of any Article hereof.

18. Modifications

This Agreement or any 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. No modification, or amendment of this Agreement or any Order shall be effective unless in writing and signed by an authorized representative of both Buyer and Supplier.

19. Partial Invalidity/Unenforceability

If in any instance any provision of this Agreement or any 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.

20. No Waiver

Buyer's failure to seek a remedy for any breach by Supplier or Buyer's failure 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,

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conditions, or privileges or any other terms, conditions, or privileges whether of the same or similar type.

21. Assignment/Change of Control

(a) Except as expressly provided in this Section 43, the assignment by Supplier of any right, interest or obligation under this Agreement or any Order, without the written permission of Buyer, will be void and totally ineffective, and will constitute a material breach of this Agreement or any Order. The 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 two properly executed copies of the assignment.

(b) Buyer shall have the right to terminate this Agreement, any Order or any part thereof without any further obligation if Supplier shall undergo a change of control, which shall be defined as follows: (i) acquisition of more than 50% of its equity voting rights (30% if Supplier is a publicly held company); or (ii) acquisition of the right to elect more than half of the board of directors, by a party or parties who did hold at least such percentage of equity voting rights or equivalent board election rights at the time this Agreement was executed.

22. Notices

(a) All notices required or permitted to be given to Buyer in connection with this Agreement or any 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 below, or to such other address as Buyer may designate in writing during the term of this Agreement or any Order:

(b) All notices required or permitted to be given to Supplier in connection with this Agreement or any 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) listed on the first page of this Agreement or any Order, or to such other address as Buyer may designate in writing during the term of this Agreement or any Order

(c) Notice shall be deemed effective upon receipt.

23. Survival

Supplier agrees that the Warranty, Indemnification, Inspection of Records, Intellectual Property Rights, Remedies, Offset, Intellectual Property Indemnity and Confidential, Proprietary and Trade Secret Information and Materials provisions of this Agreement and all provisions which relate to claims which may be made by Buyer under this Agreement or any Order shall survive and continue in full force and effect upon the termination of this Agreement or any Order, unless otherwise agreed to in writing by a duly authorized representative of the Supplier and an attorney in Buyer's Legal Department.

24. 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 any Order or to any Order and/or relating to Buyer's obtaining Goods and/or Services from Supplier 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, the following: news bulletins, press releases 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) The Supplier further agrees to include this provision in any subcontract awarded as a result of this Agreement or any Order.

(c) In the event of Supplier's breach of this provision, Buyer shall, in addition to other available remedies, have the right to terminate this Agreement or any Order in accordance with the provisions of Section 25 of this Agreement or any Order.

25. Independent Contractor Relationship

(a) Supplier's relationship to Buyer shall be that of an independent contractor and this Agreement does not create an agency, partnership, or joint venture relationship between Buyer and Supplier or Buyer and Supplier personnel. Supplier personnel engaged in performing Work under this Agreement or any 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 Work under this Agreement or any Order. Buyer assumes no liability for Supplier personnel.

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

26. Customer Communication

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

27. Electronic Ordering

Buyer and Supplier agree that if this Agreement or any Order, or any ancillary agreement, or correspondence is transmitted electronically neither Buyer nor Supplier shall contest the validity thereof, on the basis that this Agreement or any Order, acknowledgement, ancillary agreement, or correspondence exists only in electronic form, an electronic record was used in its creation or formation, or it contains only an Electronic Signature.

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