

General Repair Conditions of Moog Brno s.r.o.

1. Scope

1.1 These general repair conditions ("TCs") apply to all repairs provided by Moog Brno s.r.o., with its registered office at Trnkova 3129/119a, 628 00, Brno – Lišeň, Czech Republic, Reg. No.: 24308480, entered in the Commercial Register kept by the Regional Court in Brno, Section C, File 81684 ("Moog") to the Customer. Repairs shall be made exclusively subject to these TCs.

1.2 Deviating or additional Customer provisions shall only apply if expressly agreed to by Moog in writing. Acceptance or performance of a repair shall not constitute a consent with nor acceptance of any such deviating customer provision(s). If Moog agrees to deviating Customer provisions, such deviations shall only apply to the transaction for which they have been agreed.

1.3 Technical documents, drawings, offers and calculations, which are provided to the Customer by Moog in connection with work contemplated to be performed under these TCs and related discussions are confidential and shall not be used for other purposes, reproduced or disclosed to third parties by the Customer. Moog retains title and all intellectual property rights in offers, illustrations, drawings, calculations, samples and other documents provided by Moog. These may not be disclosed to third parties without Moog's express written consent. If Moog is not awarded a contract, all documents shall be immediately returned to Moog.

2. Conclusion of contract

2.1 Offers sent by Moog prior to the receipt of the item to be potentially repaired (the "Repair Item") are preliminary and subject to modification by Moog after receipt and inspection of the item in accordance with clause 3 below. The documents, drawings, delivery periods, deadlines, weights and dimensions referred to in the offer are also preliminary as non-binding guidelines to the extent that they are not later expressly confirmed and designated as binding by Moog in writing. Additional verbal consent(s) or description(s) shall only apply if confirmed by Moog in writing.

2.2 By despatching the Repair Item, the Customer agrees that it submits an offer for the conclusion of a repair agreement subject exclusively to these TC, notwithstanding any other terms of the Customer document sent with the Repair Item. Exceptions only apply if and insofar as the Repair Item was despatched for the purpose of a cost estimate or if the repair is to be performed on site.

2.3 Any oral agreements shall only be valid if confirmed in writing and signed by both parties.

3. Inspection, Cost estimate and inability to perform repairs

3.1 In case the Customer requires a Failure Analysis Report ("FAR"), this must be ordered separately. The provision of a FAR shall be considered a separate service that requires an agreement and is subject to a charge.

3.2 Notwithstanding the above, the receipt of a Repair Item by Moog is deemed to be a request to carry out an inspection to determine the feasibility of the repair, error diagnostic or performance of functional tests ("Inspection") exclusively in accordance with these TCs and Moog's performance of such an Inspection shall amount to an acceptance of such a request.

3.3 Customer irrevocably agrees that time spent on Inspection shall be considered labour time and paid in accordance with Moog's then current price list or other pricing provided to the Customer, even if Moog is not requested to carry out the repair. Repairs may not be carried out, without limitation, when the failure described does not occur during the functional test, spare parts cannot be procured, repair is found to be uneconomical or the Customer notifies Moog in writing not to proceed with the repair. Repairs will not be carried out on parts that are older than 10 years or on parts to which additional Customer's modules or items were added.

3.4 In the event of uneconomical or impossible repair or if the Customer does not accept the cost estimate pursuant to Clause 2.8, the repair item will be sent back to the Customer at the Customer's sole expense. Should the Customer request for the Repair Item to be disposed of by Moog, this can be arranged subject to an appropriate charge.

3.5 Any initial cost estimates prepared and submitted by Moog based on Customer's request shall be either accepted or rejected within 14 days of their issuance. If the Customer fails to accept such cost estimate within the aforementioned two-week period, Moog shall be entitled to return the repair item to the delivery address provided in the order or elsewhere (if so requested by the Customer) at Customer's expense. The same shall apply if the cost estimate is rejected.

3.6 If, during execution of a repair, it transpires that work addition to those agreed to at the time of the initial cost estimate is needed, Moog shall inform the customer of the initial cost estimate cancellation and will replace it with a new cost estimate. Clause 3.3 of these TCs shall apply *mutatis mutandis* for the new cost estimate.

4. Terms of payment

4.1 The prices indicated in an offer, cost estimate or an invoice are net prices excluding any applicable VAT. Customer shall be responsible for any applicable VAT payable at the prevailing rate. Moog shall be entitled to demand advance payments, provided that the requirement to pay in advance was communicated to the customer in a timely manner. All payments are to be made in the currency as specified in the order, and without expense to Moog.

4.2 Where not otherwise agreed in writing, Moog's invoices shall be due and payable within 30 days of the invoice date. Thereafter the Customer shall be deemed to be in default with payment and Moog shall be entitled to claim default interest at statutory rate. If Moog extends credit to the Customer, then for the purpose of securing payment and performance of all Customer's obligations hereunder, Moog shall retain a security right in all of the goods being sold pursuant to this contract.

4.3 However, notwithstanding the foregoing, if the terms of payment are not observed by the Customer, all open claims arising from the order shall be due immediately. In the case part payments are not received, in the case of default, or after fruitless expiry of a reasonable

remedial period, Moog is entitled to terminate the agreement, stop the work and to invoice the customer for any and all services already provided and to assert claims for damages.

5. Repair deadlines

5.1 Information on repair deadlines is based on estimates and shall therefore be non-binding unless expressly confirmed by Moog in writing. A repair deadline shall be deemed to have been complied with if the notification that the repair has been completed arrives before the deadline expiry.

5.2 If the initial repair deadline cannot be achieved, Moog will endeavour to inform the Customer in writing and propose a revised timeline for the repair completion. In such circumstances, the Customer shall confirm a reasonable grace period based on the revised timeline in writing. If Moog fails to comply with the repair deadline despite a reasonable grace period, the Customer shall be entitled to cancel the order.

5.3 If additional repair work becomes necessary during performance of the repair or if the Customer requests additional work to be carried out during its performance, a binding repair deadline as per Clause 5.1 of these TCs shall be extended accordingly.

5. Transport and insurance

5.1 Deliveries by Moog shall be made Ex Works (Incoterms 2020) Moog's premises Trnkova 3129/119a, 628 00, Brno – Lišeň, Czech Republic, unless otherwise expressly agreed in writing.

5.2 There is no Moog insurance coverage during repair period. The Customer shall be responsible for the maintenance of insurance coverage during the repair and transportation.

5.3 In case Moog uses returnable containers, Moog charges the Buyer for their wear and tear, which is not included in the contract price. In case that a returnable container is not returned within thirty days, Moog is entitled to charge the Buyer full amount of the container price.

5.4 Moog is entitled to charge the Customer a storage fee in case that the Customer fails to collect the Repair Item within fourteen days from the notification that the repair has been completed. The storage fee is 0.35 % of the Repair Item's purchase price for each commenced week of storage.

6. Retention of title and right of lien

6.1 Moog reserves title in the new parts and new accessories used for the repair until all claims for payment arising from the business relationship have been settled in full. In case the ownership of the new spare parts and accessories is legally transferred to the Customer, Moog shall acquire co-ownership of the Repair Item to the amount of the invoice value.

6.2 As a result of receivables due arising from the repair contract, Moog shall have a right of lien on the Repair Item. This contractual right of lien may also be asserted due to receivables arising from prior repair contracts, deliveries or other services rendered.

7. Acceptance, warranty and liability

7.1 Customer represents and warrants that the person representing the Customer has duly executed the

relevant documents on behalf of the Customer and is duly authorized to so act.

7.2 The Customer shall inspect the Repaired Item for defects and assured quality immediately upon receipt. Any obvious defects shall be reported to Moog immediately but not later than within 7 days following receipt of the repaired item. Any hidden defects shall be reported in writing within 5 days of discovery of the relevant defect but, in any case, before the Warranty period expiry as set forth in clause 12.5 below.

7.3 Should the Customer not declare acceptance of the Repaired Item within 10 days after its receipt, the service/repair shall be deemed to have been approved. Moog shall not be responsible for the performance, specifications of properties and/or other parameters of the item(s) unless expressly designated as guaranteed in writing.

7.4 Moog warrants that each repair shall, at the time of shipment to Customer, be free from defects in 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 ("Warranty").

7.5 Unless otherwise specified, Moog's obligation under this Warranty shall be limited to repair or replacement, at Moog's option, of any repaired item which within 12 months from the notification that the repair has been completed 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 non-conformance 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.

7.6 Repair outside Moog Brno facility is not anticipated. If a repair at other location than Moog Brno facility is agreed, shipping and travel costs incurred as a result shall be borne by the Customer. Any obligation to rectify a defect shall not include any installation or removal costs. Any cost arising in connection with unjustified complaints shall be borne by the Customer.

7.7 The Customer shall make the damaged repair item available to Moog and give Moog the opportunity to verify the complaint and/or repair the item. If the Customer refuses to do so, Moog shall have the right to withhold performance for the duration of the refusal.

7.8 In the event that the repair or replacement is not possible within a reasonable period, is refused by Moog, or fails for reasons beyond the responsibility of Moog, the Customer shall be entitled to withdraw from the contract.

7.9 Except for gross negligence or willful misconduct, Moog shall not be liable for any indirect, consequential, special, punitive or exemplary damages, whether foreseeable or unforeseeable.

7.10 Moog shall not be liable for damage or defects to the repair item resulting from unsuitable or improper use or storage, incorrect installation, commissioning, removal, operation, maintenance, modification or repair by the Customer or third parties not authorized to do so by Moog, natural wear and tear, faulty or negligent treatment, conditions or influences attributable to the customer, unsuitable operating materials or substitute

materials, chemical, electromechanical or electrical influences, or caused by non-reproducible software errors, provided these software errors are not attributable to Moog.

7.11 THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND ARE GIVEN IN LIEU OF

ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS AND LIABILITIES.

7.12 Moog shall not be liable for defects caused due to the documentation submitted by the customer or through incorrect or unclear, even verbal information provided by Customer.

8 Force majeure

8.1 Moog shall not be responsible for the failure to perform any obligation arising hereunder due to events

beyond its control. These Force Majeure events shall include, but are not limited to, fire, storm, flood, earthquake, war, explosion, accidents, acts of public enemy, sabotage, strikes, labour disputes, work stoppages, epidemics, pandemics, 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 and timely meet scheduled deliveries, and generally binding acts or regulations, government contracts or shipments to Buyers to fulfill government contracts. Either party shall be entitled to terminate the contract by means of a written cancellation in the event of delayed execution for a period exceeding two months due to events set out in this Clause 8.1.

9 Place of performance, legal venue, applicable law

9.1 The place of performance shall be Brno, Czech republic.

9.2 The legal relationships between the customer and Moog shall be subject to the Czech law, excluding

the United Nations Convention on Contracts for the International Sale of Goods.

9.3 To the extent permitted by law, all disputes which arise in connection with this agreement shall be

finally decided by the competent court in Brno, Czech Republic.

10. Legal compliance

10.1 In the absence of written agreements to the contrary, Moog shall be responsible for compliance with

the applicable Czech safety regulations.

10.2 Observance and compliance with the relevant foreign trade provisions and other laws of its own

country and of the country to which deliveries are to be made shall fall within the responsibility of the customer. The customer is under obligation to inform Moog of any particularities arising from such provisions.

10.3 Moog shall comply with its own Code of Business Ethics which can be found at www.moog.com.

Buyer shall, where applicable, comply with its own ethics and/or anti-corruption policies and in any event shall comply with all applicable law, statutes and regulations relating to anti-bribery and anti-corruption.

11 Miscellaneous

11.1 Customer acknowledges that the technical data or hardware provided under the contract may relate to

articles controlled by the EU or the US Government(s) for export and may, therefore, be subject to EU export regulations, US Commerce Department export regulations and/or US State Department export regulations. Customer accepts full responsibility for and agrees to comply fully with such regulations, including obtaining export licenses and re-export permission unless otherwise agreed by Moog.

11.2 Business correspondence shall take place primarily in English.

11.3 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.

11.4 The customer may only use the trademarks, trade names and other marks belonging to Moog with

Moog's prior written consent.

11.5 If any of the claims of the Customer pursuant to the contract is not exercised within the period of

twelve months from the moment an event which established such a claim occurred, then such a claim on the part of the Customer shall be automatically time-barred upon expiration of the aforementioned period of time.

11.6 The parties expressly exclude the application of the Section 1799 and Section 1800 of the Czech Civil Code to the contract.

11.7 Moog is entitled to unilaterally amend or add to the wording of these TCs to an appropriate extent, if

a reasonable need for their change arises. Moog must alert the Buyer to the date of the commencement of the TCs no less than fourteen days before they come into effect. If the Buyer does not express his disagreement with the new TCs in writing by the date they are expected to become effective, the Buyer will agree to the new TCs and they will bind him for the duration of their validity. If the Buyer does not agree with the new TCs, Buyer is entitled to terminate the framework contract binding both parties (if any), based on the above stated disagreement within a three-month notice period, which begins with the delivery of the disagreement to Moog. This provision does not affect the rights and obligations created before the effectiveness of the new TCs.

The Customer agrees to these TCs and hereby declares that it was able to inspect and become acquainted with the TCs before the conclusion of the contract. The Buyer declares that: i) it does not deem the following provisions to be surprising; ii) it understands the following provisions; and iii) it expressly accepts the following provisions:

(i) Clause 5.4 about the agreed obligation to pay Moog penalty in the event of failure to collect the goods;

(ii) Clauses 7.9 to 7.11 on Moog's liability limitation; and

(iii) Clause 11.5 about the time limitation of the claims.