

**Hexcel Corporation**  
**Terms and Conditions of Sale**

**1. Definitions, Offer, Acceptance:** **Hexcel** means Hexcel Corporation and any Hexcel Corporation affiliate that is the seller of the Products to which these Terms and Conditions apply, including ARC Technologies LLC. **Customer** is the purchaser of the Products. **Order** means a purchase order or other offer or acceptance from the Customer. **Order Acknowledgment** means the Hexcel confirmation of an Order or an offer from Hexcel to the Customer. **Products** means the goods to be sold as shown on the Order Acknowledgement. **Affiliate** means any entity that controls, is controlled by or is under common control of Hexcel or Customer, respectively, where control means ownership of fifty (50) percent or more of the outstanding stock or ownership interests of the entity. **Terms of Sale** means these Terms and Conditions of Sale. **A CONTRACT (“CONTRACT”) FOR THE SALE OF PRODUCTS BY HEXCEL TO CUSTOMER IS FORMED UPON WRITTEN ACCEPTANCE BY HEXCEL OF CUSTOMER’S PURCHASE ORDER, BY MEANS OF HEXCEL’S ORDER ACKNOWLEDGMENT, BUT NOT OTHERWISE. ALL SALES OF PRODUCTS ARE SUBJECT TO THESE TERMS OF SALE, WHICH ARE HEREBY INCORPORATED BY THIS REFERENCE, IN THEIR ENTIRETY, IN EACH CONTRACT. TERMS OR CONDITIONS IN ANY CUSTOMER PURCHASE ORDER, DOCUMENT, OR OTHER COMMUNICATION THAT CONFLICT WITH OR CONTRADICT THESE TERMS AND CONDITIONS WILL NOT MODIFY THE CONTRACT OR ANY RIGHTS OR OBLIGATIONS THEREUNDER, UNLESS CONFIRMED IN A WRITING SIGNED BY HEXCEL.**

**2. Price:** The price of the Products shall be as stated on Hexcel's Order Acknowledgement. For all sales of Product: (a) all payments shall be made to Hexcel in U.S. dollars, (b) all Hexcel prices are exclusive of any applicable sales, value added, use, excise or similar taxes, customs or import duties, all of which shall be the responsibility of Customer; (c) prices do not include any non-standard packaging or the costs of certificates of origin or consular invoices or similar documents, unless the agreed delivery/INCOTERMS 2020 provision provides otherwise.

**3. Payment:** Unless Hexcel otherwise agrees in writing signed by its authorized representative, the purchase price is due and payable thirty (30) days from the date of Hexcel's invoice. Customer shall pay a service charge on overdue accounts at a rate equal to the lesser of: (a) one and one-half percent (1½%) per calendar month, or (b) the maximum rate allowed by applicable law until all amounts are paid in full. In addition, Customer will also reimburse Hexcel for all costs incurred by Hexcel to collect such past due amounts including court costs, collection agency fees and reasonable attorney's fees. If Hexcel determines that Customer's financial condition has materially changed, Customer's ownership changes, or if Customer fails to pay any amounts when due, Hexcel shall have the right to specify alternative payment terms which shall supersede the payment terms specified in these Terms of Sale. Hexcel shall maintain a purchase money security interest in the Product until full payment in cash is received by Hexcel from Customer. Payments will be due in U.S. Dollars without any setoff including, without limitation, setoff under any order subject to these Terms and Conditions or other contracts between: (i) Customer or any Customer affiliate and (ii) Hexcel, any Hexcel affiliate or their assigns.

**4. Delivery:**

(a) Except to the extent otherwise specifically agreed by Hexcel in writing signed by its authorized representative: (i) delivery of Products shall be FCA Hexcel facility dock (FCA shall have the meaning set forth in Incoterms 2020 (ICC No. 715) with its attendant rights and obligations) and (ii) the transfer of risk of loss, obligations and costs from Hexcel to Customer

will be in accordance with the FCA delivery term. Title to the Products on all shipments shall pass to Customer when risk of loss passes to Customer.

(b) Hexcel will use reasonable commercial efforts to comply with the delivery dates set forth in the Order Acknowledgement.

(c) In the case of short or damaged delivery, Customer must notify both Hexcel and the carrier in writing within seven (7) days after delivery by the carrier.

(d) Hexcel reserves the right to deliver the quantities stated in Hexcel's Order Acknowledgement subject to a deviation not to exceed plus or minus ten percent (10%) for raw material Products. In the event of any such quantity variance, payment will be based on the actual quantity delivered at the unit price specified in the Order Acknowledgement. Orders for other than raw materials will be delivered net to the quantity on the face of the Order. Hexcel reserves the right to ship such quantity (with or without quantity variance) up to five (5) business days in advance of the scheduled shipment date. Customer shall have no right to reject any delivery with a quantity deviation or shipment date in accordance with this Section 4(d).

(e) Product shall be shipped in standard commercial packaging. When special or export packaging is requested or, in the opinion of Hexcel is required, the cost will be added to the purchase price.

(f) Customer shall promptly inspect all Products upon receipt and shall notify Hexcel in writing within ten (10) days thereafter of any defects in the Products. Customer shall be deemed to have accepted the Products if Customer does not notify Hexcel of any defects within the prescribed time. In the event Customer notifies Hexcel that the Products are non-conforming during the inspection period, Hexcel's sole liability and Customer's exclusive remedy for defective Products discovered upon inspection shall be to repair or replace the Products to make them conforming, or to refund the price paid by Customer for the non-conforming Products, including transportation charges. Customer shall not delay payment for the Products pending their inspection.

**5. Limited Warranty and Remedies:**

(a) Unless specifically stated otherwise in the Order Acknowledgement, Hexcel warrants that the Products will be manufactured in accordance with the standard Hexcel specifications for such Products. Hexcel's obligation under this warranty is limited to defects in material or workmanship of which Hexcel is notified in writing within the shorter of: (a) the Product shelf-life or expiration date, or (b) twelve (12) months following delivery for all other Products. The remedy for a breach of the foregoing warranty, at Hexcel's sole option and expense, shall be limited to either: (i) Hexcel refunding the original purchase price of the defective Products, or (ii) Hexcel replacing or repairing such defective Products with conforming Products and bearing all transportation charges for the return of the defective Products to Hexcel (if required) and for delivery of the repaired/replaced Product to Customer. The remedies described in this Section 5(a) shall be the sole and exclusive remedy for any breach of the warranty contained in this Section 5(a). In all cases, Customer shall be responsible for its field assembly and disassembly charges. No warranty claims shall be allowed for Products that have been damaged as a result of Customer mishandling or improper use or storage, or which relate to normal wear and tear or unusually severe environmental conditions, including but not limited to, temperature or humidity. Further, the warranty in this Section 5(a) shall be voided in the event Customer or a third party makes repairs or alterations to a Product without Hexcel's written consent. This warranty is limited to the Products supplied and does not include any responsibility or obligation with respect to removal, replacement of structures or other parts of the equipment necessary in order to perform the repair or removal of any Product.

(b) Hexcel warrants to Customer that Hexcel will convey good title to all Products sold by Hexcel hereunder. Hexcel's liability and Customer's sole and exclusive remedy under the warranty set forth in this Section 5(b) are limited to the removal of any title defect or, at the election of Hexcel, to the replacement of any such goods that are defective in title; provided, however, that the rights and remedies of the parties with respect to patent infringement shall be limited to the provisions of Section 9 below.

**(c) EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN THIS SECTION 5, HEXCEL MAKES NO OTHER WARRANTIES REGARDING ITS PRODUCTS, AND DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. HEXCEL DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S SPECIFIC NEEDS OR REQUIREMENTS. THE FOREGOING WARRANTIES SHALL NOT APPLY TO ANY PRODUCTS WHICH HAVE BEEN ALTERED OR REPLAIRED (EXCEPT BY HEXCEL), OR WHICH SHALL HAVE BEEN SUBJECTED TO MISUSE, NEGLIGENCE, OR ACCIDENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 AND SECTIONS 8 AND 9 HEREOF, THE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS. HEXCEL SHALL NOT HAVE ANY OTHER DUTY TO CORRECT OR ANY OTHER LIABILITY IN RELATION TO THE PRODUCTS, AND CUSTOMER SHALL NOT HAVE ANY OTHER CLAIM OR REMEDY AGAINST HEXCEL OR ITS AFFILIATES (AND THE PROVISIONS OF SECTIONS 5, 8 AND 9 SHALL BE CUSTOMER'S EXCLUSIVE REMEDY FOR BREACHES OF THE WARRANTIES IN SECTION 5 AND SECTION 9), WHETHER OR NOT ARISING FROM THE NEGLIGENCE, ACTUAL OR IMPUTED, OF HEXCEL OR ITS AFFILIATES, STOCKHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, ASSIGNS AND AGENTS.**

(d) Customer, having the expertise and knowledge in its intended use of the Products and any articles made therefrom, assumes all risk and liability for results obtained by use of the Product, whether used alone or in combination with other materials.

(e) If Customer orders special processing (including, but not limited to, heat-treating, brazing, machining, and forming) to be accomplished on Customer furnished material, Hexcel warrants to Customer only that the process ordered will be performed either in the way specified by Customer, or in such a way as to obtain the result specified by Customer, but not necessarily both. Customer assumes all risks inherent to Customer furnished material that is a result of the design, materials and processes employed prior to Hexcel's processing. If damage occurs to Customer's materials as a result of Hexcel's negligence in the special processing, Hexcel's sole and aggregate liability for damage or loss of the Customer furnished material shall be limited to the amount of charges for the services applied by Hexcel to the damaged material. Customer must make any claims under this section within sixty (60) days from the date of shipment from Hexcel or such claims shall be waived.

(f) If Customer resells the Product to a third party, Customer acknowledges, covenants and agrees that Customer will not provide the third party purchaser any greater warranties, obligations or liabilities than those warranties, obligations and liabilities made by Hexcel to Customer under these Terms of Sale. Further, Customer shall indemnify, defend and hold Hexcel harmless from any and all damages, liabilities and obligations to such third party which exceed those which are otherwise recoverable by Customer under these Terms of Sale.

## **6. Excusable Delay or Nonperformance:**

(a) Hexcel shall not be liable for any delay or failure in its performance that is outside of its reasonable control including, but not limited to, those which relate to fires, floods, natural disasters, labor strikes, epidemics,

pandemics or quarantines, labor, material or transportation shortages, war (declared or undeclared), terrorist activities, riots, governmental actions or orders (including Governmental delay in license issuance or other denial of the right of Hexcel to any Order), legal interference or prohibitions, commercial impracticability, defaults or excusable delays on the part of suppliers (each a "Force Majeure Event").

(b) If for any reason Hexcel is unable to supply the total demand for Products due to a Force Majeure Event, Hexcel may distribute its available supply among any or all purchasers as well as other businesses of Hexcel and its affiliates on such basis as Hexcel may deem fair and reasonable without liability for any failure of performance that may result therefrom. Hexcel shall have no obligation to purchase product or provide Products from any Hexcel affiliate to enable Hexcel to supply Customer.

## **7. Default:**

(a) Customer shall have such remedies for default as provided by applicable law, except as otherwise limited by these Terms of Sale.

(b) Hexcel may, without prejudice to any other rights or remedies it may have terminate any Order if: (i) Customer commits any breach (in whole or in part) of any of the terms of any Order, (ii) Hexcel has a reasonable concern regarding Customer's ability to pay its debts as they become due and payable, and Customer refuses, or is unable, to provide adequate assurances of performance or (iii) Customer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings related to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

(c) If Customer is overdue on any amount owed to Hexcel, then without prejudice to any other rights of Hexcel under these Terms of Sale or at law, Hexcel shall have the right to suspend all or any portion of any other deliveries to be made under the Order or any other order with Customer. The foregoing shall not release Customer from its obligations to Hexcel under the Order or any other order. In lieu of suspension, Hexcel may choose in its sole discretion to terminate the Order or any other order with the Customer and claim damages from Customer for breach.

**8. Limitation of Liability:** (a) TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, (i) UNDER NO CIRCUMSTANCES SHALL HEXCEL HAVE ANY LIABILITY TO CUSTOMER OR ANY OTHER PERSON CLAIMING BY OR THROUGH CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUES, LOST PRODUCTION OR USE, OR HIGHER COST OF PRODUCTION, DIMINUTION OF VALUE, BUSINESS INTERRUPTION OR ANY OTHER SIMILAR LOSSES OR COSTS) ARISING OUT OF OR RELATED TO ANY ORDER, THESE TERMS OF SALE OR THE PRODUCTS; AND (b) THE TOTAL, AGGREGATE LIABILITY OF HEXCEL AND ITS AFFILIATES FOR ANY CLAIMS OR DAMAGES ARISING OUT OF THESE TERMS OF SALE OR RELATED TO ANY PRODUCTS SHALL NOT EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCT GIVING RISE TO THE CLAIM. THESE LIMITATIONS SHALL BE EFFECTIVE REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED IN ADVANCE BY CUSTOMER OR COULD HAVE BEEN FORSEEN BY HEXCEL, AND REGARDLESS OF THE THEORY OF LIABILITY ON WHICH THE CLAIMS IS BASED, WHETHER IN STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE, ACTUAL OR IMPUTED), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RESULTING FROM: (I) THIS ORDER OR THE PERFORMANCE HEREUNDER OR BREACH HEREOF, OR (II) THE DESIGN, MANUFACTURE, DELIVERY, SALE, FURNISHING, REPLACEMENT OR USE OF ANY PRODUCTS SOLD BY HEXCEL OR (III) THE USE OF ANY SUCH PRODUCTS. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HEXCEL HARMLESS FROM EACH AND

EVERY CLAIM, ACTION, OR PROCEEDING, MADE OR BROUGHT BY ANY OTHER PERSON, FIRM, COMPANY OR OTHER ENTITY SEEKING ANY RECOVERY OR RELIEF BASED ON THE SALE BY HEXCEL OF ANY PRODUCTS TO CUSTOMER.

**9. Patents:** Except as otherwise provided in the last sentence of this Section 9, Hexcel shall defend Customer against any third party suit or proceeding brought against Customer in so far as it is based upon a claim (an "infringement claim") that any Products furnished by Hexcel hereunder constitutes an infringement of any patent of the United States, provided that Hexcel is notified promptly in writing of the claim and given the sole authority to direct and control the defense, and all information and assistance reasonably necessary to the defense of same. In the event the Product is held in such suit to constitute an infringement, or in Hexcel's opinion is likely to be found an infringement, Hexcel shall have the right at its own expense and at its sole option, either to: (a) procure for Customer the right to continue using said Product on a non-infringing basis, (b) replace the Product with a non-infringing product, (c) modify the Product so it becomes non-infringing, or (d) retake possession of the Product from Customer and refund the purchase price and the transportation costs paid by Customer. Such liability shall also be limited by the provisions of Sections 5(b) and 8. Hexcel shall have no liability for any infringement claim and shall have no duty to defend Customer for any infringement claim, which is based upon: (i) combination, by Customer, of the Product with other goods; (ii) modification of the Product by Customer; (iii) use of the Product in a manner that conflicts with guidance provided by Hexcel; or (iv) where the infringement claim results from Hexcel's compliance with Customer's written specifications. The foregoing states the sole and exclusive liability of Hexcel for patent infringement by the Product or any part thereof. Customer shall indemnify, defend and hold Hexcel harmless from and against any expense or loss arising out of or resulting from infringement of patents, trademarks, copyrights or trade secrets of third parties, as well as any expense or loss to Hexcel, arising from compliance with Customer's designs, specifications or instructions.

**10. Severability:** If any term or provision of these Terms of Sale is found to be invalid, illegal or unenforceable, these Terms of Sale shall remain in full force and effect and such term shall be deemed stricken and replaced with an alternate term which, to the maximum extent possible, is enforceable and reflects the intent of the parties as set forth herein.

**11. Technical Advice:** With respect to any technical advice furnished by Hexcel with reference to the use of its products, Hexcel assumes no obligation or liability for the advice given or results obtained. Any technical advice furnished by Hexcel shall not constitute a warranty, which is expressly disclaimed, all such advice being given and accepted at Customer's risk.

**12. Returns:** Customer may only return Products to Hexcel with Hexcel's prior authorization and according to Hexcel's written instructions. Materials returned without Hexcel's prior permission or contrary to written instructions may be refused by Hexcel at its sole discretion and be at Customer's sole risk. Customer will be responsible for all shipping costs, corresponding surcharges including storage, customs clearance, inland freight, and other related charges for unauthorized returns.

**13. Product Information:** Customer acknowledges that it has received and is familiar with Hexcel's labeling and literature (including applicable Product MSDS's) concerning the Products and their properties. Customer will forward such information to Customer's employees and any others, including Customer's customers, who may handle, process or sell the Product and advise such parties to familiarize themselves with such information.

**14. Proprietary Data and Processes:** All inventions, discoveries and improvements developed by Hexcel in the course of fulfilling Customer's Order are and shall remain the sole property of Hexcel.

**15. Disputes:** In the event of any dispute, controversy or claims arising under or relating to these Terms of Sale, the parties shall first attempt to resolve the matter amicably through discussions between senior management representatives of each party. Either party may initiate such a meeting by providing written notice of the dispute to the other party, which notice shall describe in detail the claims or issues in dispute and shall designate its senior management representative ("initial notice"). The other party shall have five (5) business days from receipt of the initial notice to designate its representative and add any other issues or claims for resolution not identified in the initial notice. The representatives shall have thirty (30) days from the date of the initial notice to resolve the issues identified in the notices. In the event the parties are unable to resolve the matter as provided in this Section 15, either party shall have the right to pursue legal action in accordance with Section 15.

**16. Applicable Law, Venue and Waiver of Jury Trial:** (a) The rights and obligations of the parties under these Terms of Sale shall be governed by the law of the State of New York without regard to its conflicts of laws rules. The parties hereto irrevocably agree that any legal action arising under these Terms or relating to the sale of the Products shall exclusively be prosecuted in, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of, the Federal District Court for the Southern District of New York or (if such court does not have subject matter jurisdiction) the Supreme Court of the State of New York for New York County. If Customer or any of its property is entitled to any immunity from legal action on the grounds of sovereign immunity or otherwise, Customer hereby waives and agrees not to plead such immunity in any legal action arising out of these Terms of Sale or any Order.

(b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS OF SALE OR THE TRANSACTIONS COMTEMPLATED HEREBY.

**17. Compliance with Laws, Export Control, and Anti-Corruption:** These Terms of Sale and any Order are further subject to, and contingent upon, Hexcel being able to supply the Product: (a) in compliance with all applicable laws, including, without limitation, laws relating to the import and export of goods and (b) without creating a tax presence in the jurisdiction or jurisdictions in which the Product is to be delivered. Customer shall comply in all material respects with all applicable laws and regulations in its performance hereunder and shall neither take nor refrain from taking any action that could result in liability upon Hexcel or its affiliates under applicable law, including but not limited to the U.S. Foreign Corrupt Practices Act (15 U.S.C., Sec. 78dd-1 et seq.), the OECD Anti-Bribery Convention or any other applicable anti-bribery law or treaty, or those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control (31 C.F.R. Chapter V) or the U.S. Commerce Department's Bureau of Industry and Security (15 C.F.R. Part 730 et seq.). Neither party shall be required to take or refrain from taking any action impermissible or penalized under United States or other applicable laws.

The export and/or re-export of goods and related technical information under this Order are subject to the export laws of the United States of America and may require an export license from the United States of America. In the event the terms of delivery are domestic delivery or EXW, Customer shall be responsible for applying for and obtaining all required export licenses and approvals and, upon request, shall provide documentation of such licenses and approvals to Hexcel. Customer shall be responsible for maintaining and complying with all applicable export reporting requirements. Hexcel does not guarantee the issuance of such licenses or their continuation in effect once issued. In the event that the sale or shipment of the Product requires approval or license by the country from which the goods are shipped, performance of the Order by Hexcel is conditioned upon the granting of all such approvals

and/or licenses. Without incurring any liability whatsoever, Hexcel may cancel any order if any such approval or license is refused or may delay shipment until all such approval and license is granted. Customer agrees that it will not, directly or indirectly, export or re-export any goods or technical information received from Hexcel, either directly or through incorporation into other products, to any destination if such export or re-export would violate the laws of the United States of America. Customer agrees that it will never re-sell or re-transfer the Products to any third party without the prior written approval/consent of Hexcel. Customer agrees to cooperate with Hexcel with respect to the obtaining and maintenance of any license and to comply with all conditions that may be contained in any license. Customer agrees to indemnify, defend and hold Hexcel harmless against any liability arising from any breach of Customer's obligations under this Section 17.

Hexcel facilities may contain export controlled technical data and to comply with U.S. Federal law, only U.S. Persons (as defined in Section 120.15 of the International Traffic In Arms Regulations) are authorized to access Hexcel's facilities. Customer agrees to allow only U.S. Persons to observe export-controlled data at Hexcel facilities.

Technical data provided, activities undertaken, and articles produced in support of this Order may come under the purview of the Arms Export Control Act (22 U.S.C., Sec. 2751, et seq.) or the Export Administration Act of 1979, as amended (50 App U.S.C., Sec. 2401 et seq.). It is the responsibility of the disclosing party to appropriately mark technical data indicating the export classification. It is the responsibility of each party to ensure its compliance with all applicable U.S. export regulations.

**18. Inspection:** Subject to Section 17, if source inspection is required, it shall be performed at reasonable times and be limited to persons authorized by Hexcel to enter the site and to plant areas designated by Hexcel.

**19. Debarment:** Customer warrants that it is not debarred, suspended or otherwise ineligible for government contracting under United States Government procurement regulations.

**20. DPAS:** Customer shall identify any rated order subject to the requirements of the Defense Priorities and Allocation Systems ("DPAS") regulations at 15 C.F.R. Part 700 that is issued to Hexcel. If the application of DPAS to a separate customer order issued to Hexcel prevents Hexcel from fully delivering Product, then Hexcel shall allocate its resources in a commercially reasonable manner or as otherwise required by applicable law or any contract to which Hexcel is a party.

**21. Code of Business Conduct:** Hexcel expects the Customer to conduct its business ethically and in a socially and environmentally responsible manner. At a minimum, Customer shall comply with all foreign and domestic laws governing the operation of its business, and with all policies regarding workplace health and safety; labor standards as required by local law or regulation; protection of the environment and resources; product safety; and anti-corruption. Customer is aware of, and has reviewed, Hexcel's Code of Business Conduct, a copy of which is available at <https://investors.hexcel.com/governance/code-of-business-conduct/default.aspx>. Customer shall not take any action, refrain from taking any action or encourage any employee or agent of Hexcel and its affiliates from taking any action or refraining from taking any action that, in each case, could result in a violation of Hexcel's Code of Business Conduct by any employee or agent of Hexcel and its affiliates. Customer shall report to the General Counsel or the Compliance Officer of Hexcel any violation of Hexcel's Code of Business Conduct of which it is aware that has been committed by any employee or agent of Hexcel and its affiliates. Any such action by Customer in breach of this Section 21 shall be considered a material breach of these Terms of Sale and Hexcel may in its sole discretion terminate the Order for cause.

**22. Changes:** If Customer requests a change to an Order, Hexcel may, in its sole discretion, accept such change. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the order, an equitable adjustment shall be made to the purchase price and/or delivery schedule, and the order will be modified accordingly. Such equitable adjustment shall include payment for any inventory made obsolete by the change.

**23. Assignment:** Neither party may assign its rights or delegate its obligations under this Order in whole or in part, without the prior written consent of the other party including by operation of law or by a change of control, except that Hexcel may, without recourse, assign its rights and/or delegate its obligations under this Order to any of its affiliates or in connection with the merger, consolidation, reorganization or voluntary sale or transfer of its assets. Hexcel may assign any right to receive monies from Customer to any financial institution that is a creditor of Hexcel or any agent of such financial institution.

**24. Entire Agreement:** These Terms of Sale contain all of the terms and conditions with respect to the purchase and sale of the Products sold pursuant to the Order. No other agreement, order amendment, quotation or acknowledgement in any way purporting to modify any of these Terms of Sale is binding upon Hexcel unless made in writing and signed by Hexcel's authorized agent. If any sample was shown to Customer, such sample was used merely to illustrate the general type and quality of goods and not to represent that the Product would necessarily conform to the model sample.

**25. No Third-Party Beneficiaries:** These Terms of Sale are for the sole benefit of Hexcel and the Customer, and their respective affiliates and permitted successors and assigns. Nothing in these Terms of Sale confers any legal or equitable right, benefit or remedy on any other person or entity of any nature whatsoever.

**26. Order Subject to U.S. Government Procurement Regulations:** To the extent that Customer issues an Order to Hexcel as part or in support of Customer's performance of a contract or other agreement between Customer and the United States Government, Hexcel's performance of such Order shall be subject only to those United States Government procurement regulations flowed down from Customer's contract or other agreement with the United States Government that are separately agreed to between Customer and Hexcel and appended to the subject Order. To the extent that the Product sold by Hexcel under such Order is a "commercial item" as defined in 48 C.F.R. § 2.101, the United States Government procurement regulations governing Hexcel's performance of such Order shall be limited to those set forth in 48 C.F.R. § 52.244-6, "Subcontracts for Commercial Items."

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