

# HEXCEL CORPORATION

## PURCHASE ORDER TERMS AND CONDITIONS

1) **ACCEPTANCE:** This purchase order ("Order") shall become the exclusive agreement between the parties for the provision of supplies and services ("Products"). Whether construed as an offer, acceptance or confirmation, these terms and conditions of purchase include all documents and exhibits attached hereto and all other terms incorporated by reference herein. This Order shall constitute the final, complete and exclusive statement of this contract and may not be modified or rescinded except by a written change order issued by Hexcel Corporation (the "Buyer"). If this Order constitutes an offer by the Buyer to purchase the goods and/or services specified upon the terms and conditions and at the price(s) and with the delivery date(s) specified herein, Seller shall indicate its acceptance of this Order by verbal acceptance communicated to the Buyer, by written acceptance on the face of this Order received by the Buyer, by other written confirmation received by the Buyer, by commencing work on this Order in any manner, expressly conditioned on notice of such commencement of work received by the Buyer, or by the delivery of the Products within the time for such delivery as stated in this Order. Regardless of the manner or medium of acceptance time is of the essence. As an offer, this Order expressly limits acceptance to its terms and conditions, and notification of objection to any different or additional terms in any response to this offer from the Seller is hereby given. If this Order is construed as an acceptance of the Seller's offer, this acceptance is expressly conditioned on the offeror's assent to any additional or different terms contained in this Order. If this Order is construed as a confirmation of an existing contract, the parties agree that this Order constitutes the final, complete and exclusive terms and conditions of the contract between the parties. If the parties have otherwise completed a signed, written contract, the parties agree that the use of this Order to place orders for Products pursuant to such a contract shall be construed to supplement the terms of such written contract only to the extent that the terms and conditions of this Order are not inconsistent with such written contract. Regardless of its construction as an offer, acceptance, confirmation or use to place orders for Products pursuant to an earlier contract, this purchase order incorporates by reference all terms of the Uniform Commercial Code providing any protection for the Buyer, including, without limitation, all express and implied warranty protection and all of Buyer's remedies under the Uniform Commercial Code. Any change made at the direction of any person other than Buyer's authorized representative shall be considered as having been made without authority and adjustment will not be made in the Order price or delivery schedule.

2) **TITLE:** Unless otherwise provided in this Order, title and risk of loss or damage to the Products shall remain with the Seller until delivery to Buyer at the Incoterm delivery point. However, for risk of loss or damage to Products that do not conform with the requirements of this Order, title shall remain with the Seller until such non-conformance is cured and/or until Buyer's final acceptance.

3) **SHIPPING AND BILLING:** All Products shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure the lowest transportation cost and no additional charge shall be made to the Buyer unless otherwise stated. Seller shall properly mark each package with Buyer's Order number, and where multiple packages comprise a single shipment, each package shall also be consecutively numbered. Order number and package numbers shall be shown on all packing slips, bills of lading and invoices. Packing slips must accompany each shipment. The bill of lading or other shipping receipt for each shipment shall be promptly forwarded by Seller in accordance with instructions issued by the Buyer. Seller agrees to describe the Products on the bill of lading or other shipping receipt and to route the shipment in accordance with instructions issued by Buyer.

4) **DELIVERY:** Time is of the essence for each and every delivery required under this Order. Deliveries are to be made in strict compliance with both the quantities and the times specified in schedules furnished by the Buyer and the terms and conditions of the Order. If Seller fails to meet the delivery requirements of the Order, Buyer may direct Seller to expedite this Order at Seller's sole expense. If Seller encounters or anticipates difficulty in meeting the delivery schedule, it shall notify Buyer immediately in writing, but such notification shall not constitute a waiver by Buyer of any of Seller's delivery obligations or of any of Buyer's rights or remedies provided by law or in this Order. If Seller fails to make delivery promptly and regularly, as required by this Order, Buyer shall, in addition to any other rights or remedies provided by law, have the right to terminate this Order for default. Seller shall not make material or production commitments in advance of the time necessary to meet Buyer's requirements. Any such commitments are at Seller's sole risk and expense. Buyer will not accept early deliveries unless previously authorized, in writing, by Buyer. Buyer will have no liability for payment for Products delivered to Buyer which are in excess of quantities specified in this Order. All shipments shall be delivered DAP Buyer's dock (Incoterms 2020).

5) **INVOICE:** An itemized invoice must be sent promptly to Buyer's Accounting Department for Products delivered and accepted by Buyer. Delays in receiving invoices or errors and omissions on invoices will be considered just cause for withholding payment without losing discount privileges. Payment terms are Net sixty (60) days, unless provided for on the face of this Order. No invoice shall contain a price higher than what is provided for in either this Order or pursuant to a written agreement. Except as otherwise provided in this Order or approved in advance by Buyer's authorized representative, no payment for extras shall be made unless Buyer has authorized such extras and the price for such extras. Buyer shall have no obligation to pay any invoice received by Buyer more than six (6) months after Seller is required to submit such invoice.

6) **FORCE MAJEURE:** Neither party shall be responsible for delays in delivery or performance because of an event that is without the fault or negligence of such party ("Force Majeure"), including but not limited to riots, war, terrorism, epidemics, government regulations, fire, explosion, Acts of God, or any other cause beyond the control of the party affected. Strikes, lockouts or labor disruption involving Seller's (or Seller's subcontractors') employees or contractors shall not constitute a Force Majeure event. The affected party shall give prompt notice and shall take reasonable steps to mitigate the Force Majeure event (including arranging performance of this Order by its affiliates) and to resume and complete its obligations as soon as possible following the end of the Force Majeure event. In such circumstances, Seller reserves the right to purchase supplies from an alternate source to support Buyer's commitments to its customers for such periods before and after the end of the Force Majeure event without breach of this Order. If a Force Majeure event continues for more than seven (7) consecutive calendar days, Buyer shall have the option to terminate this Order for convenience.

7) **WAIVER:** No failure or delay on the part of Buyer to exercise any remedy or right under this Order shall operate as a waiver of such remedy or right. No waiver of a term or condition or of a breach of any provision of this Order shall constitute a waiver of any later term or condition or breach of this Order in the future.

8) **WARRANTY:** Seller expressly warrants that all Products delivered under this Order will conform to all specifications, drawings, samples or other descriptions furnished or specified by Buyer or any written specifications provided by the Seller, and will be merchantable, fit for the purpose intended,

of good material, workmanship and quality, free from defect in design, material or workmanship, comply with all Buyer (product definition, process control, and QMS) requirements, and shall not contain or pose a substantial risk of developing any foreign object debris (FOD). Seller acknowledges that Seller knows of Buyer's intended use for the supplies and warrants that all Products delivered pursuant to this Order will be fit and sufficient for the particular purposes intended by Buyer. For purposes of this Agreement, Products includes all packaging and other material provided by the Seller to Buyer for the shipment, delivery, transport, storage or use of the Products. Products delivered under this Order shall consist wholly of new or virgin material. Seller expressly warrants that all Products furnished hereunder do not infringe on any patent, copyright, trademark or other intellectual property right of any third party and Seller will convey clear title to the Products to Buyer, free of any liens or encumbrances. The warranty period shall run for four (4) years from the date of delivery, except that if Buyer offers a longer warranty period to its customers for Products incorporated in Buyer's products, such longer period shall apply. Such warranties shall survive inspection, test, acceptance of and payment for the Products and shall run to Buyer, its successors, assigns and customers at any tier, and all end users. If at any time during or after the expiration of the warranty period, Seller has a reasonable belief that the Products did not conform to either this warranty or the Product specifications, Seller shall immediately notify Buyer. Such notification shall not relieve Seller of liability for defects or any failure to conform to the Product specifications. Seller shall be liable for all of Buyer's labor and material costs (including overhead and administrative costs) incurred as a result of the delivery of non-conforming material. Without limiting other remedies, Buyer may return any non-conforming material to Seller for, at Buyer's option, replacement or credit to the Buyer. All transportation charges for returned material are the responsibility of Seller. If Seller fails to repair or replace non-conforming material in the time specified by Buyer, Buyer without limiting other rights may correct or replace the non-conforming material at Seller's expense.

Seller warrants and guarantees that the prices contained in this Order are the same or lower than the prices offered to others for the Products under like circumstances of sale and in like quantities.

9) **INSPECTION:** Seller agrees to inspect and test all Products and monitor all services furnished in performance of this Order to ensure compliance with the specifications, quality and other requirements of each Order. All Products shall be received subject to Buyer's inspection, acceptance or rejection. Acceptance or payment by Buyer does not relieve Seller of liability for defects or any failure to conform to Buyer's or Seller's specifications. Buyer, at its option, may reject Products not conforming to the requirements of this Order or replace the Products at Seller's expense. Rejected material may be returned at Seller's risk and expense at the full invoice price plus transportation and Buyer's handling charges. No Products returned as defective shall be replaced without authorization by Buyer.

10) **ACCESS RIGHTS:** In addition to inspections as provided by this Order, Buyer, Buyer's customer and applicable regulatory authorities may conduct a review, as necessary, to ensure the quality and reliability of the Products. Buyer, Buyer's customer and applicable regulatory authorities reserve the right that such review shall flow to Seller's lower-tier subcontractors, as necessary. If such review is made, Seller shall provide, and require its subcontractors to provide, reasonable facilities, equipment, and unescorted access (except in areas where proprietary processes or data are located, in which case access shall be escorted) to all areas essential to the proper conduct of the review activity.

If on-site services or deliveries are provided by the Seller on Buyer's premises, Seller and its subcontractors and third parties shall comply with all applicable laws and regulations, and site security, environmental, health and safety requirements (including but not limited to personal protective equipment usage, smoking policies, driving requirements, etc.) as specified by the Buyer. Buyer's facilities may contain export-controlled products and technical data and to comply with applicable law, only U.S. Persons (as defined in the International Traffic in Arms Regulations § 120.15) are authorized to access Buyer's facilities. Seller agrees to allow only U.S. Persons to visit or perform services at Buyer's facilities under this Order.

11) **CHANGES:** Buyer reserves the right at any time prior to delivery to make changes to this Order's: (a) drawings and specifications, (b) place and/or time for delivery, (c) method of shipment, (d) quality or (e) quantities. All such changes by Buyer shall be in writing. Any difference in price or time for performance resulting from such changes shall be equitably adjusted and the Order shall be modified in writing; accordingly, provided that Seller shall submit its claim within fifteen (15) days from the date of any change. Should Buyer and Seller not agree on the adjustment, Seller may pursue its claim through the dispute provisions of these Terms and Conditions. Nothing in this clause shall excuse Seller from continuing with this Order under the changes specified in writing by Buyer.

Seller may not make any changes (nor permit its suppliers to make any changes) in the specifications, plant location, equipment, packaging, physical compositions of or processes used to manufacture the Products or their components or materials without Buyer's prior written consent. Any such changes initiated by Seller or its suppliers shall be at Seller's sole risk and expense. ***Seller shall indemnify and hold harmless Buyer, its affiliates and their respective customers for any and all losses, expenses or damages incurred by Buyer, its affiliates and their respective customers as a result of Seller's breach of this clause.***

12) **PROPRIETARY INFORMATION:** All drawings, specifications, information and data furnished by Buyer to Seller in connection with this Order ("Buyer's Data") are proprietary, shall remain the property of Buyer and shall be kept confidential and not disclosed by Seller to any third party. Seller shall protect Buyer's Data in the same manner as Seller protects its own proprietary information, provided that such protection shall be not less than reasonable care. Buyer's Data shall be used only as required in the performance of this Order and disclosed to Seller's employees on a "need to know" basis. Upon Buyer's request at any time, Seller shall promptly return to Buyer or destroy (at Buyer's option) all Buyer's Data together with all copies or reprints of Buyer's Data in Seller's possession or control. Seller shall not use, either directly or indirectly, any Buyer's Data or data derived from Buyer's Data for any purpose other than to perform this Order, without Buyer's prior written consent. This obligation shall survive the cancellation, termination, expiration or completion of this Order. At Buyer's request, Seller shall execute a confidentiality agreement.

13) **RECORD RETENTION:** Quality records generated as evidence of conformance to requirements and specifications shall be maintained, stored and filed by Seller in such a manner as to be readily retrievable and protected from damage, deterioration or loss for a period of at least ten (10) years from the date of this Order, unless otherwise approved by Buyer. If Seller cannot or will not retain records as required, they shall be forwarded to Buyer for retention. This obligation shall survive the cancellation, termination, expiration or completion of this Order.

**14) MATERIAL FURNISHED BY BUYER:** Any material furnished by Buyer to Seller on other than a charge basis in connection with this Order, shall be deemed as held by Seller upon consignment. All such materials not used in the manufacture of the Products covered by this Order shall, as directed, be returned to Buyer at Buyer's expense. Seller shall be liable for any such Buyer furnished material that is lost, damaged or destroyed while in the possession of the Seller, excluding reasonable levels of scrap agreed to in advance by the Buyer and incurred during the processing by Seller of such Buyer furnished material. All such materials that are lost, damaged, destroyed shall be paid for by Seller on the basis of the cost of the same to Buyer.

**15) TOOLS:** Unless otherwise agreed in writing, Seller at its own expense shall furnish, keep in good condition and replace when necessary all dies, tools, gauges, fixtures and patterns necessary for the production of the Products ordered. The cost of changes in the aforementioned items necessary to effect design or specification changes ordered by Buyer shall be paid for by Buyer. Buyer shall have the option to take possession of and title to any dies, tools, gauges, fixtures or patterns that are specific to the production of the Products covered by this Order and shall pay to Seller the unamortized cost thereof; provided, however, that this option shall not apply if the Products hereby ordered are the standard products of Seller or if a substantial quantity of like Products are being sold by Seller to others.

**16) REMEDIES:** Buyer's remedies herein reserved shall be cumulative and additional to any other remedies provided in law or equity.

**17) INTELLECTUAL PROPERTY RIGHTS:** Seller shall, at its own expense, including payment of costs, attorneys' fees and disbursements, defend any claim, charge or lawsuit instituted by any third party against Buyer, its affiliates or their respective customers arising out of, in connection with or related to any alleged misuse, misappropriation or infringement of any patent, trademark, copyright, trade secret or other intellectual property right relating to the Products furnished to Buyer in the performance of this Order, or relating to, resulting from or arising out of the use of such Products in combination with other goods. Seller further agrees to indemnify, defend and hold harmless Buyer and its affiliates and all persons claiming under Buyer in respect of any claims, demands, liabilities, losses, judgments, awards, fines, settlements, court costs, and attorney fees and expenses incurred by reason of such claims, charges or lawsuits. Seller shall notify Buyer in writing as soon as possible of each such notice or claim of which Seller has knowledge. Seller shall, at its own expense, either procure for Buyer the right to continue using the applicable Product, apparatus, material, part, device process or method, or remove it and refund the purchase price, as well as transportation, installation and removal costs thereof. The obligations of this clause shall survive the cancellation, termination, expiration or completion of this Order.

**18) INDEMNIFICATION:** Notwithstanding anything contained in Seller's warranty or standard terms, Seller and Buyer expressly agree that Seller shall indemnify, defend and hold harmless Buyer and its affiliates and their respective employees, officers, directors, attorneys, insurers and representatives for any and all damages, losses, expenses, attorneys' fees and court costs; (a) in relation to any incident, event, accident, injury or death to any person, or damage and/or losses to real or personal property arising out of, relating to or resulting from any Order, the Products or their respective existence, presence or use, (b) any breach of the terms or warranties of this Order, or (c) incurred as a result of the presence of any of Seller's personnel or agents on any premises of Buyer (or with respect to which Buyer has liability.) This clause shall survive the cancellation, termination, expiration or completion of this Order.

**19) INSURANCE:** Seller shall obtain and keep in force for the duration of this Order the following insurance, to be issued by insurance carriers with a minimum A.M. Best's rating of A-, VII, or S&P A, or better, and licensed to provide insurance in the jurisdiction in which the Products are to be manufactured or services are to be performed, with the listed minimum limits: (a) Comprehensive General Liability – \$1,000,000 combined single limit per occurrence; (b) Comprehensive Automobile Liability – bodily injury/property damage covering all vehicles used in connection with the Products or which enter onto Purchaser's facilities in the amount of \$1,000,000 combined single limit each occurrence; and (c) Statutory Workers' Compensation and or Employer's Liability as required by state or national law. Upon request, Seller shall provide Buyer with a certificate of insurance evidencing that the required minimum coverage is in effect, Buyer has been named as an additional insured on the Comprehensive General Liability and Comprehensive Automobile Liability policies, a waiver of subrogation clause in favor of the Buyer on the Workers' Compensation policy, and that all coverage provided by the Seller shall be primary. Such insurance shall not exclude the actions of any subcontractor that Seller may utilize under this Order. Seller shall notify Buyer at least thirty (30) days prior to any termination or reduction in the amount or scope of coverage. The insurance provided by Seller hereunder shall have no effect on any of Seller's obligations, including but not limited to any indemnification obligation, imposed upon Seller under this Order.

**20) ASSIGNMENT:** Seller shall not assign, delegate or subcontract its obligations or performance of this Order without the prior written consent of Buyer and any such assignment, delegation or subcontract shall be null and void. None of the amounts due or to become due nor work to be performed under this Order, shall be assigned by Seller without the prior written consent of Buyer. Buyer may assign its rights hereunder to any legal entity controlling, controlled by or under common control with Buyer, and to any successor to all or substantially all of the business of Buyer.

**21) NEWS RELEASE:** Seller shall not in any manner advertise, publish, issue a news release, or make any public announcement, denial or confirmation concerning what Seller has furnished or contracted to furnish to Buyer, without the prior written consent of Buyer.

## **22) TERMINATION:**

(a) **FOR DEFAULT:** Buyer may, by written notice of default to Seller, terminate all or any part of this Order if the Seller fails to: (i) make delivery of the Products or to perform the work or services within the terms specified; (ii) perform any other provision of this Order or breaches any of the terms of this Order, or (iii) make progress as to endanger the performance of this Order and does not cure such failure within ten (10) days after receipt of notice from Buyer. If Buyer terminates this Order in whole or in part, in addition to any other remedies under this Order, Buyer may purchase Products in substitution for those so terminated, and Seller shall pay Buyer any increase in cost or expense incurred by Buyer above the Order price and all reprourement costs, including administrative costs. Seller shall continue performance on the non-cancelled portion of this Order.

(b) **FOR CONVENIENCE:** Buyer may at its option at any time terminate this Order, in whole or in part, by written notice to the Seller. Upon such termination, Seller shall immediately stop work under this Order and the placement of further orders or subcontracts hereunder, terminate work under this Order or subcontracts outstanding hereunder, and take any necessary action to protect property in the Seller's possession in which the Buyer has or may acquire an interest. If the parties cannot by negotiation agree within a reasonable time upon the amount of fair compensation to the Seller for such termination, Buyer will pay Seller, without duplication, (i) the Order price for

Products which have been completed; (ii) the actual costs incurred by the Seller which are properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of this Order; and (iii) reasonable expenses of the Seller in making settlement hereunder and in protecting property in which the Buyer has or may have an interest. Payments under (i), and (ii) above may not exceed the aggregate price specified in this Order. Seller will transfer title and deliver on Buyer's instructions any Products or items the cost of which is reimbursed under (i) above, or, with Buyer's approval, may retain same at an agreed price or sell at any approved price and credit or pay the amounts so agreed or received as Buyer directs. Buyer may audit all elements of any termination claim.

(c) **FOR INSOLVENCY:** Buyer may forthwith terminate this Order in the event of any of the following: (i) insolvency of the Seller; (ii) the filing of a voluntary petition in bankruptcy, (iii) the filing of an involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from the date of filing; (iv) the appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; or (v) the execution by Seller of an assignment for the benefit of creditors. Seller shall reimburse Buyer for all costs incurred by Buyer in connection with the foregoing, including but not limited to all attorneys' or other professional fees.

**23) STOP WORK:** Buyer, or as required by Buyer's customer, reserves the right to issue a Stop Work Order under this Order for a reasonable time without incurring any additional liability or expense.

**24) GOVERNING LAW AND VENUE:** The laws of the state of New York, notwithstanding its conflict of law provisions, shall govern this Order and any amendments to such Order. Any dispute arising out of or related to this Order shall be adjudicated solely and exclusively in either the Federal District Court for the Southern District of New York or the Supreme Court of the State of New York for New York County. Buyer and Seller expressly agree to exclude from applicability to this Order the United Nations Convention on Contracts for the International Sale of Goods, 1980 and any successor thereto.

**25) APPLICABLE LAWS AND REGULATIONS:** Seller shall comply with all federal, state, local and non-U.S. laws, rulings, regulations, and orders pertaining to this Order at any time during the period this Order is being performed. Seller represents, warrants and certifies that the Product, all materials incorporated into the Product, and any services used to produce the Product at all points in Seller's supply chain shall comply with the laws regarding forced labor, slavery and human trafficking of the country or countries in which Seller or its suppliers does business, including but not limited to the California Transparency in Supply Chains Act and the UK Modern Slavery Act. Seller and its supply chain shall comply with all sanctions imposed by the United States, European Union and the United Kingdom.. Seller shall not offer Products subject to restrictions or requirements under such sanctions. Seller shall comply with any request from Buyer for additional information to verify compliance with this Section 25, including the right to audit Seller's financial, sales, operational and labor records and documents. Seller represents, warrants and certifies that at all times relative to Seller's provision of Product pursuant to this Agreement, it shall comply with all provisions of Hexcel's Supplier Code of Conduct ("Supplier Code") as set forth at: [https://www.hexcel.com/user\\_area/uploads/HEXCEL\\_SUPPLIERCODEOFCONDUCT.pdf](https://www.hexcel.com/user_area/uploads/HEXCEL_SUPPLIERCODEOFCONDUCT.pdf), or if Seller has a code of conduct with terms comparable or more comprehensive than the Supplier Code, Seller shall comply with its own code of conduct. If Seller fails to comply with this clause, Buyer may, by written notice to Seller, terminate this Order for default, in addition to any other rights or remedies provided by law.

**26) U.S. GOVERNMENT COMPLIANCE:** Should this Order support one or more U.S. Government contracts, and is a Commercial Item (as defined in FAR 2.101), the current versions of the following FAR or supplemental Agency clauses shall apply to this Order pursuant to FAR 52.244-6: Seller reserves the right to apply addition FAR or supplementary Agency clauses to an Order in order to meet Seller's contract obligations.

## **Federal Acquisition Regulation Clauses:**

52.203-13 - Contractor Code of Business Ethics and Conduct (for contracts exceeding \$5 million)  
52.203-15 - Whistleblower Protections  
52.203-19 - Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements  
52.204-21 - Basic Safeguarding of Covered Contractor Information Systems (not applicable for commercially available off the shelf items)  
52.204-23 - Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities  
52.204-25 - Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment  
52.219-8 - Utilization of Small Business Concerns (for contracts exceeding \$650,000)  
52.222-21 - Prohibition of Segregated Facilities  
52.222-26 - Equal Opportunity  
52.222-35 - Equal Opportunity for Veterans  
52.222-36 - Affirmative Action for Workers with Disabilities  
52.222-37 - Employment Reports for Veterans  
52.222-40 - Notification of Employee Rights Under the National Labor Relations Act  
52.222-50 - Combating Trafficking in Persons  
52.222-55 - Minimum Wages for Contractor Workers under Executive Order 13658  
52.222-62 - Paid Sick Leave Under Executive Order 13706  
52.224-3 - Privacy Training  
52.225-26 - Contractors Performing Private Security Functions Outside of the United States  
52.232-40 - Providing Accelerated Payments to Small Business Subcontractors  
52.247-64 - Preference for Privately Owned U.S.-Flag Commercial Vessels

## **Defense Federal Acquisition Regulation Supplement Clauses:**

252.244-7000 - Subcontracts for Commercial Items.  
252.223-7008 - Prohibition of Hexavalent Chromium  
252.225-7009 - Restriction on Acquisition of Specialty Metals  
252.227-7015 - Technical Data-Commercial Items  
252.227-7037 - Validation of Restrictive Marking on Technical Data  
252.246-7003 - Notification of Potential Safety Issues  
252.247-7023 - Transportation of Supplies by Sea  
252.247-7024 - Notification of Transportation of Supplies by Sea

## **27) IMPORT AND EXPORT COMPLIANCE:**

(a) **Compliance with Export Laws:** Seller agrees to comply with all applicable U.S. government export control laws and regulations, including but not limited to the International Traffic in Arms Regulations ("ITAR," 22 CFR Parts 120-130) and the Export Administration Regulations ("EAR" 15

CFR Parts 730-774). Seller agrees to obtain any required export licenses, unless otherwise agreed to by Buyer.

(b) **Prohibited Goods and Services:** The U.S. prohibits the importation of goods or the purchase of services from certain countries, entities, or individuals. Therefore, no goods or services from prohibited countries, entities, or individuals may be used directly or indirectly in the activities covered by this Order. The list of prohibited countries, entities and individuals may change from time to time and it is Seller's responsibility to ensure compliance with such list at all times.

(c) **Importer of Record:** Seller must provide all required documentation, pre-alerts and associated certification with all shipments. If Buyer will be the Importer of Record, Seller must convey the pre-alert document pack to: (i) Hexcel@expeditors.com, (ii) scout.stevens@expeditors.com, and (iii) ITC.import@hexcel.com prior to shipment. In addition, shipping cartons and documentation must meet all U.S. Customs country of origin marking and invoicing requirements. Seller will be responsible for any fines or liabilities resulting from insufficient, improper or negligent invoicing or marking of shipments. For ocean shipments, Seller must provide all required Importer Security Filing (ISF) information prior to loading goods on the ocean vessel and should be provided a minimum of 48 hours in advance of loading on the vessel via email to: slc-isf@expeditors.com.. For U.S. duty drawback purposes, Seller shall provide upon request to Buyer U.S. Customs Form 7543 "Certificate of Delivery" properly executed, as well as U.S. Customs Form 7501, "Entry Summary". Buyer retains all duty-drawback rights associated with this Order. Any item purchased by Buyer under US HTS code Chapter 72 or 76 will require a Smelt Certification of Origin and failure to provide this certificate of origin will result in return shipment fees and potential penalties imposed by U.S. Customs and Border Protection.

(d) **Anti-Dumping:** Seller warrants that all sales made hereunder are or will be made at not less than fair value under the U.S. Anti-Dumping law (19 U.S.C. § 1673 et. seq.), and Seller will indemnify, defend and hold Buyer harmless from and against any costs or expenses (including but not limited to any anti-dumping duties which may be imposed) arising out of or in connection with any breach of this warranty. Seller warrants that it shall be liable for any U.S. countervailing duties that may be imposed by the U.S. government on imported Products.

## 28) ENVIRONMENTAL COMPLIANCE:

(a) Seller warrants that the Products: (i) comply with all laws governing the management, handling, shipping, import, export, notification, registration or authorization of chemical substances such as the Montreal Protocol, the Stockholm Convention on Persistent Organic Pollutants, the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq. ("TSCA"), REACH regulations and other comparable chemical regulations (collectively "Chemicals Legislation"); and (ii) can be used as contemplated by Buyer in full compliance with the Chemicals Legislation.

(b) Unless Buyer has expressly agreed otherwise in writing, Seller warrants that the Products and packaging material (including absorbent and cushioning material) do not contain any chemicals that are restricted or otherwise banned under the Chemicals Legislation for uses applicable to Hexcel and its downstream users or radioactive materials. Seller shall notify Buyer in writing of the presence of any non-ubiquitous engineered nanoscale material added to and contained in the Products. Upon request, Seller shall provide, subject to reasonable protection of Seller's confidential business information, the chemical composition of the Products and any other relevant information regarding the Products, including without limitation, test data and safe use and hazard information.

(c) If Seller is located outside of the U.S. and is shipping Products subject to the TSCA into the U.S., regardless of which party is the importer of record, Seller shall comply with the import restrictions contained in Section 13 of the TSCA, provide the applicable TSCA Certification required under 19 CFR § 12.121, and be responsible for any fines or liabilities resulting from breaches of these regulations.

(d) When noted on the Order, Seller shall provide with the Products some or all of the following items: (i) safe use instructions; (ii) hazard communication, safe transport and labelling information; (iii) compliance and certification documentation; and (iv) for chemical substances and mixtures, safety data sheets ("SDS") prepared in accordance with the applicable laws and regulations of the country of destination.

29) **CONFLICT MINERALS:** Seller represents and warrants that any tungsten, tin, tantalum or gold (collectively, "conflict minerals") contained in any Products delivered to Buyer or used in the production of any such Products have originated from smelters listed by the Electronic Industry Citizenship Coalition and Global e-Sustainability Initiative ("EICC-GeSI") as compliant with the EICC-GeSI Conflict-Free Smelter Program or other sources that have not directly or indirectly financed or benefited armed groups in the Democratic Republic of the Congo ("DRC") or any country sharing an internationally recognized border with the DRC ("DRC conflict free minerals"). Seller further represents and warrants that the Products do not fall under the scope of EU regulation 2017/821. At Buyer's request, Seller shall commit to: (a) implementing such procedures and policies as may be necessary and appropriate to ensure that it only uses DRC conflict free minerals (including with respect to Seller's contractors or sub-suppliers), (b) certify annually the exact origin of conflict minerals it uses in its production or products and (c) maintain accurate books and records with respect to its sourcing, and Buyer shall have the right to review such books and records upon reasonable written request. Seller must also provide to Buyer, upon request, written records of its due diligence process and the results supporting Seller's representations and warranties herein and compliance with its agreements relating to conflict minerals.

30) **SELLER EMPLOYEE AWARENESS:** Seller shall ensure that all of its employees and contractors are aware of: (a) their individual contribution to Product conformity, (b) their individual contribution to Product safety, and (c) the importance of ethical behavior in the workplace.

## 31) COUNTERFEIT WORK:

(a) For purposes of this clause, Work consists of those supplies delivered under this Order that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.

(b) Seller shall: (i) not deliver Counterfeit Work to Buyer under this Order and (ii) only purchase products to be delivered or incorporated as Work to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance by Buyer.

(c) Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware or suspects that it has furnished Counterfeit Work. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

(d) This clause applies in addition to any quality provision, specification, statement of work or other provision included in this Order addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause shall prevail.

(e) In the event that Work delivered under this Order constitutes or includes Counterfeit Work, Seller shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Order. Notwithstanding any other provision in this Order, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Buyer's costs of removing Counterfeit Work, of installing or providing replacement Work and of any testing necessitated by the reinstallation or replacement of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of this Order.

(f) Seller shall include paragraphs (a) through (d) and this paragraph (f) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to Buyer.

32) **CYBERSECURITY:** Seller shall maintain adequate and reasonable cybersecurity controls to ensure: (a) the protection of any Buyer or Buyer customer electronic data provided to Seller by Buyer, (b) Seller's electronic transmission of data to Buyer is free of any malware or other software or systems that could pose a threat to the integrity of Buyer's computer systems and networks, and (c) that Seller's computer systems, hardware, networks, physical computing facilities, and programs are adequately protected from digital attacks, unauthorized access, or other breaches that could pose a threat of interruption to Seller's normal business processes. In the event Seller has knowledge of a data breach or compromise of Seller's computer network or system that potentially could impact Buyer or Buyer customer's data, Seller shall notify Buyer immediately. Seller shall indemnify and hold harmless Buyer for any loss incurred by Buyer or Buyer's customers related to the damage, destruction, corruption or theft of any Buyer or Buyer customer data in Seller's possession or control due to a failure to maintain adequate and reasonable cybersecurity controls.

33) **SEVERABILITY:** If any provision of these Terms and Conditions is to any extent found or determined to be invalid, illegal or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality or unenforceability, however, all other terms shall remain in full force and effect and the parties shall attempt to conform the provision as closely as possible to the parties' intent.