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 Product to which these Terms and Conditions apply. Customer is the purchaser of the Product. 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. Product 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. THESE TERMS AND CONDITIONS OF SALE, IF CONSIDERED TO BE AN OFFER, EXPRESSLY LIMIT ACCEPTANCE TO THE TERMS OF THE OFFER, AND HEXCEL OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER. IF HEXCEL HAS ALREADY RECEIVED AN OFFER, THEN HEXCEL’S ACCEPTANCE OF THE OFFER IS EXPRESSLY CONDITIONAL ON THE ASSENT BY CUSTOMER TO ALL TERMS AND CONDITIONS CONTAINED IN THESE TERMS AND CONDITIONS OF SALE THAT ARE ADDITIONAL TO, OR DIFFERENT FROM, THE TERMS AND CONDITIONS CONTAINED IN CUSTOMER’S OFFER. These Terms and Conditions of Sale shall be deemed incorporated into all orders that Customer may place with Hexcel (whether by mail, facsimile, or web-based data exchange) for product sold by Hexcel. Any terms and conditions submitted by Customer that are inconsistent with or in addition to the Terms and Conditions herein are not binding upon Hexcel unless specifically accepted by Hexcel in writing. To the extent that an Order contains a term or condition that conflicts with, or is in addition to, these Terms and Conditions, such conflicting or additional term or condition in the Order Acknowledgement shall take precedence as to that sale.

2. Price: Orders are accepted on the basis that: (a) payment must be made to Hexcel in U.S. dollars and (b) prices do not include sales, value added, use, excise or similar taxes, customs or import duties, non-standard packaging, and the costs of certificates of origin or consular invoices or similar documents, unless the agreed delivery/INCOTERMS 2020 provision provides otherwise.

3. Payment: The purchase price is due and payable net cash within thirty (30) days from the date Hexcel sends its invoice to the Customer or at such other time as Hexcel agrees. Customer shall pay interest to Hexcel on overdue accounts at the rate of the lesser of: (a) one and one-half percent (1½%) per calendar month or (b) the maximum amount allowed by applicable law. Interest shall commence to run on the 31st day from the date of Hexcel’s invoice and shall be assessed daily. Customer agrees that if it fails to pay when due any amount owed to Hexcel, Customer will also reimburse Hexcel for all costs that Hexcel incurs to collect such unpaid amount. If Hexcel determines that Customer’s financial condition has materially changed, there is a change in control of the Customer, or if Customer or any Customer affiliate fails to pay to Hexcel when due any amount owed, Hexcel shall have the right to specify alternative payment terms which shall supersede the payment terms specified

(Revised April 2015)
in these Terms and Conditions. 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 in writing by Customer and Hexcel: (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 Product 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 exceeding 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 inspect all Product within ten (10) days of delivery of the Product to Customer’s location and shall notify Hexcel in writing within ten (10) days thereafter of any defects in the Product. Customer shall be deemed to have accepted the Product if Customer does not notify Hexcel of any defects within the prescribed time. The remedies afforded Customer under Section 5 shall be Hexcel’s sole liability and Customer's exclusive remedy for defective Product discovered upon inspection. Customer shall not delay payment for the Products pending their inspection.

5. Limited Warranty and Remedies: Unless specifically stated otherwise in the Order Acknowledgement, Hexcel warrants that the Product will be manufactured in accordance with the standard Hexcel specifications for that product. Hexcel's obligation under this warranty is limited to defects in material or workmanship of which Hexcel is notified in
writing within: (a) twelve (12) months following delivery for all products except HexPly®
products and (b) six (6) months following delivery for HexPly® products, from the date of
delivery to Customer and the remedy for a breach of this warranty shall be limited, at the
option of Hexcel, to either: (i) Hexcel refunding the original purchase price of the defective
product, or (ii) Hexcel replacing or repairing such defective Product and paying any
transportation charges incurred by Customer to deliver the defective Product to Hexcel and to
deliver the repaired/replaced Product to Customer. The remedies described in the prior
sentence shall be the sole and exclusive remedy for any breach of the warranty contained in
this paragraph. In all cases, Customer shall be responsible for its field assembly and
disassembly charges. No warranty claim shall be allowed for Product that has been
processed in any manner or has been damaged as a result of Customer mishandling or
improper use or storage. No allowance will be made for repairs or alterations made by
Customer or a third party without Hexcel’s written consent. If repairs or alterations are
attempted without Hexcel’s written consent, Hexcel’s warranty is void. This warranty is
limited to the Product 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 remove any Product. Hexcel does not warrant the Product or
any repaired or replacement Product against normal wear and tear including that due to
unusually severe environmental conditions, including but not limited to temperature or
humidity.

Hexcel warrants to Customer that Hexcel will convey good title to all Product sold by Hexcel
hereunder. Hexcel’s liability and Customer’s sole and exclusive remedy under the warranty
set forth in this paragraph 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.

(b) EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND SECTION
9 HEREOF, HEXCEL MAKES NO EXPRESS OR IMPLIED WARRANTY
(INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF
MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FROM ANY
COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE)
REGARDING THE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS
SECTION 5 AND SECTIONS 8 AND 9 HEREOF, HEXCEL SHALL NOT HAVE
ANY OBLIGATION OR LIABILITY, 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.

(c) Customer, having the expertise and knowledge in the intended use of the Product
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.
When ordering 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 the 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 its processing methods, Hexcel’s sole liability is limited to the amount of charges for the services applied by Hexcel to the damaged material. Claims by Customer under this section must be made within sixty (60) days from the date of shipment from Hexcel.

If Customer resells the Product without processing it, Customer warrants that any warranties and obligations provided by Customer to any third party purchaser of the Product shall not exceed those obligations and liabilities of Hexcel to Customer, as set forth in these Terms and Conditions. Customer shall indemnify, defend and hold Hexcel harmless from any liabilities and obligations to such third party purchaser to the extent they are in excess of those liabilities and obligations provided by Hexcel to Customer.

6. Excusable Delay or Nonperformance: (a) Hexcel shall not be liable for delay or failure in performance due to fires, floods, strikes or other differences with workers, accidents, epidemics, labor or material or transportation shortages, war (declared or undeclared), terrorist activities, riot, government orders or regulations (including Governmental delay in license issuance), legal interference or prohibitions, commercial impracticability, defaults or excusable delays on the part of suppliers, or other causes beyond Hexcel’s reasonable control (each a “Force Majeure Event”).

(b) If for any reason Hexcel is unable to supply the total demand for Product 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 Product 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 limited by these Terms and Conditions.

(b) Hexcel may, without prejudice to any other rights or remedies it may have, by notice in writing to Customer, terminate any Order if: (i) Customer commits any breach (in whole or in part) of any of the terms of any Order with Hexcel and is unable to cure such breach within a reasonable time period, (ii) Hexcel has a reasonable concern regarding Customer’s ability to pay its debts as and when 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 Hexcel, then, without prejudice to any other rights, Hexcel may suspend all or any other deliveries to be made under the Order or any other order with Customer. In such event, however, Customer shall not in any respect be released from its obligations to Hexcel under the Order or any other order. Instead of suspension, Hexcel may terminate the Order or any other order with the Customer and claim damages from Customer for breach.

(d) Customer agrees that if it is necessary to enforce collection of any amount due and unpaid on an Order, Hexcel shall be entitled to recover reasonable legal and other collection costs.

8. Limitation of Liability: (a) UNDER NO CIRCUMSTANCES SHALL HEXCEL HAVE ANY LIABILITY FOR LOSS OF USE OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR ANY OTHER SIMILAR DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUES, LOST PRODUCTION OR HIGHER COST OF PRODUCTION, DIMINUTION OF VALUE, BUSINESS INTERRUPTION OR ANY OTHER LOSS) TO CUSTOMER OR TO ANY OTHER PERSON, FIRM, COMPANY OR OTHER ENTITY, WHETHER PREMISED IN STATUTE, CONTRACT, TORT, INCLUDING NEGLIGENCE, ACTUAL OR IMPUTED, STRICT LIABILITY, INDEMNITY OR HOLD HARMLESS OR ANY OTHER LEGAL THEORY FOR ANY MATTER OR ISSUE ARISING OUT OF OR RELATED TO ANY ORDER, THESE TERMS AND CONDITIONS, OR THE PRODUCT. THIS LIMITATION SHALL BE EFFECTIVE REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED IN ADVANCE BY CUSTOMER OR COULD HAVE BEEN REASONABLY FORSEEN BY HEXCEL. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND SAVE 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 TO CUSTOMER OF THE PRODUCT.

(b) The price paid by Customer for any Products alleged to be the cause of any loss or damage to Customer hereunder shall be the total aggregate limit on the liability of Hexcel and its affiliates, whether founded in statute, contract, tort (including negligence, actual or imputed), strict liability, indemnification or hold harmless or under 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 goods sold by Hexcel or (iii) the use of any such goods.

9. Patents: Except as otherwise provided in the last sentence of this Section 9, Hexcel shall defend and protect Customer against any suit or proceeding brought against Customer so far as it is based on a claim (an “infringement claim”) that any Product furnished by Hexcel
hereunder constitutes an infringement of any patent of the United States, provided that Hexcel is notified promptly in writing and given authority, information and assistance for the defense of same. In case said Product is, in such suit, held to constitute an infringement and the use of said product is enjoined, Hexcel shall at its own expense and at its option, either: (a) procure for Customer the right to continue using said Product, (b) replace the Product with a non-infringing product, (c) modify the Product so it becomes non-infringing, or (d) remove the Product and refund the purchase price and the transportation cost thereof. 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 and Conditions is found to be invalid, illegal or unenforceable, these Terms and Conditions 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**: Returns to Hexcel may be made only with the prior authorization of Hexcel and according to Hexcel’s written instructions. Materials returned without prior permission or contrary to 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 Product and its 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. **Propriety Data and Processes**: All inventions, discoveries and improvements developed by Hexcel in the course of fulfilling Customer’s Order are and remain the property of Hexcel.
15. **Disputes.** Any and all disputes, controversies or claims arising under or relating to these Terms and Conditions upon written notice, must first be referred to a senior management representative from each of the parties who will confer in good faith to attempt to resolve the matter prior to pursuing other legal remedies. The notice shall describe in detail the claims or issues in dispute and designate that party’s 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.

16. **Applicable Law, Venue and Waiver of Jury Trial:** (a) The rights and obligations of the parties under these Terms and Conditions of Sale shall be governed by the law of the State of New York, without regard to choice of law or conflicts principles of any jurisdiction. The parties hereto irrevocably agree that any legal action between Hexcel and Customer relating to the sale of the Product, the Order, the Order Acknowledgement or these Terms and Conditions shall be exclusively 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 and Conditions or any Order. The United Nations Convention on Contracts for the International Sale of Goods, 1980, shall not be applicable to any purchases made by Customer from Hexcel or any affiliate or any aspect of any dispute arising therefrom.

(b) **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, 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 AND CONDITIONS OR THE TRANSACTIONS COMTEMPLATED HEREBY.**

17. **Compliance with Laws, Export Control, and Anti-Corruption:** These Terms and Conditions and any Order are 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 not FCA, 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, resale 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 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 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:** Hexcel’s performance of this Order may be subject to the application of any Defense Priorities and Allocation Systems (“DPAS”) orders pursuant to 15 C.F.R. Part 700. If the application of DPAS 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 adopt and conform its conduct to a statement or code of ethical business conduct suitable to its business. At a minimum, Customer shall establish the minimum standard that Customer shall comply with all pertinent laws and regulations and may address Customer’s 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 in the Investor Relations/Corporate Governance section of Hexcel.com. 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 and Conditions 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. Hexcel must assert any claim for adjustment within ninety (90) days from the date of receipt of the modification or 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, 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 and Conditions of Sale contain all of the terms and conditions with respect to the purchase and sale of the Product sold pursuant to the Order. No other agreement, order amendment, quotation or acknowledgement in any way purporting to modify any of the Terms and Conditions 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 and Conditions benefit solely Hexcel and Customer and their respective affiliates and permitted successors and assigns and nothing in these Terms and Conditions confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.