

Hexcel Composites GmbH Terms and Conditions of Sale

1. Definitions, offer, acceptance: “**Affiliate(s)**” means any entity that, directly or indirectly, controls, is controlled by or is under common control of Hexcel or Customer, respectively, where control means ownership of more than fifty (50) percent of the outstanding stock or ownership interests of the entity. “**Customer**” means the companies that are purchasers of the hereinafter defined Product. “**Hexcel**” means Hexcel Composites GmbH who is the seller of the Product to which these Terms and Conditions of Sale apply. “**Order**” means a purchase order or other offer or acceptance from Customer. “**Order Acknowledgment**” means the Hexcel confirmation of an Order or an offer from Hexcel to Customer. “**Party or Parties**” means individually or collectively any of Hexcel or/and the Customer. “**Product**” means the good(s) to be sold as shown on the Order Acknowledgement.

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 to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, even if Hexcel performs or accepts a service without reservation in the knowledge of other terms and conditions. Any quantity of Product ordered by the Customer and confirmed by Hexcel cannot either be modified or cancelled by the Customer unless specifically accepted by Hexcel in writing.

2. Price: Orders are accepted on the basis that: (a) payment must be made to Hexcel in the currency stated in the Order Acknowledgment; (b) prices do not include sales, value added, use, excise or similar taxes which the Customer shall additionally be liable to pay to Hexcel at the prevailing rate; and (c) the costs and charges of 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 rule provides otherwise) shall be at Customer expense.

3. Payment: The purchase price is due and payable in full and in cleared funds within thirty (30) days from the date of issuance of the invoice or at such other time as Hexcel may agree to in writing in compliance with applicable laws. Time of payment is of the essence. Customer shall pay interest to Hexcel on overdue amounts at the rate of 9 percentage points above the current statutory base rate at any given time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount whether before or after judgment. The Customer shall pay the interest together with the overdue amount. If Hexcel determines: (i) that Customer’s financial condition has materially worsened, or (ii) there is a change in control of the Customer, or (iii) if Customer (or if applicable, any Customer Affiliate) fails to pay to Hexcel when due any amount owed, or (iv) any other risk factor has occurred which Hexcel has reason to believe will or may affect the Customer’s ability to pay as contractually required, the Parties may specify alternative payment terms which shall supersede the payment terms specified in these Terms and Conditions of Sale. Payments will be due in full unless otherwise expressly agreed to in writing by Hexcel. Set-off by Customer for disputed counterclaims or counterclaims that are not established as final (“*rechtskräftig*”) is excluded; this also applies to the exercising of a right of retention, unless the counterclaims are based on the same contractual relationship.

4. Delivery:

(a) Except to the extent otherwise specifically agreed in writing by Customer and Hexcel: (i) delivery of Products shall be FCA Hexcel manufacturing facility dock (FCA shall have the meaning set forth in Incoterms® 2020 (ICC No. 723EF) with its attendant rights and obligations) (“*Delivery*”) and (ii) the transfer of risk of loss, obligations and costs from Hexcel to Customer will be in accordance with the applicable Incoterm rule. Title to the Product on all shipments shall pass to Customer when risk of loss passes to Customer.

(b) Delivery periods or delivery dates are non-binding, unless it has been agreed explicitly and in writing that they are binding in the individual case. In the case of non-binding delivery periods or delivery dates, Hexcel shall not be in delay of delivery (“*Lieferverzug*”) until a reasonable delivery period set in writing by Customer has expired to no avail. Customer shall not set the expiry date of such period earlier than four weeks after expiry of the non-binding delivery period or the non-binding delivery date. Hexcel will use reasonable commercial efforts to comply with the Delivery dates set forth in the Order Acknowledgement.

(c) 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%) of the unit of measurement for the Product. 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. Hexcel reserves the right to deliver 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 deviation of quantity or shipment date in accordance with this Section 4(c).

(d) Product shall be shipped in what Hexcel considers to be 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.

(e) Within twenty (20) days of Delivery of the Product, Customer shall inspect the Product and notify Hexcel in writing of any defects in the Product. Customer shall be deemed to have accepted the Product if Customer does not notify Hexcel of any visible defects within the prescribed time. The remedies afforded to Customer under Section 5 below shall be Hexcel's sole liability and Customer's exclusive remedy for defective Product discovered upon inspection. Customer shall not retain or delay payment for the Product pending their inspection and/or the treatment of any notification of a defect in the Product, as the case may be. The remedies in case of a defect in a Product duly notified by Customer to Hexcel in accordance with the above-mentioned provision shall be limited to the remedies provided in Section 5 below.

5. Limited warranty and remedies:

(a) Unless specifically stated otherwise in the Order Acknowledgement, Hexcel will use reasonable commercial efforts to ensure that the Product will be manufactured in accordance with the specifications specifically agreed between Hexcel and Customer or the standard Hexcel specifications for that Product. Hexcel's obligation under this warranty is limited to defects of which Hexcel is notified in writing without undue delay. Claims for warranty become time-barred within one year following Delivery of the Product. This limitation period shall not apply, however, if (i) a defect was fraudulently concealed or (ii) a guarantee regarding the quality of a product was given (in this context, where applicable, the guarantee and/or limitation period laid down in the guarantee shall apply). In case of damage claims, this limitation shall further not apply in the following cases: (i) liability pursuant to the German Product Liability Act ("*Produkthaftungsgesetz*"); (ii) injury to life, body or health; (iii) intent; or (iv) gross negligence on the part of governing bodies or executives of Hexcel.

The sole and exclusive 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.

(b) When ordering special processing (including, but not limited to, pretreatment 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 in writing by Customer, or in such a way as to obtain the result specified in writing by Customer. 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.

(c) 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 of Sale. 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, subject to Section 8(d).

6. Excusable delay or non-performance:

(a) If Hexcel is hindered in its performance of its contractual obligations 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, refusal or withdrawal of a license), legal interference or prohibitions, commercial impracticability, defaults or excusable delays on the part of suppliers, or other causes for which Hexcel is not responsible (each a "**Force Majeure Event**"), the agreed delivery periods shall be extended by the duration of the hindrance plus a reasonable start-up period, but by three months at the most. Hexcel shall not be held responsible for the aforementioned circumstances even if they occur during an already existing delay. Hexcel shall inform Customer of the beginning and the expected end of such circumstances as soon as possible. If the hindrance lasts six weeks or longer, each Party may rescind the agreement.

(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 of Sale.

(b) Hexcel may, in accordance with statutory law and without prejudice to any other rights or remedies it may have, by notice in writing to Customer, terminate the Order if: Customer commits a breach (in whole or in part) of any of the terms of the Order with Hexcel and is unable to cure such breach within a reasonable time period.

(c) If Customer is overdue on an amount owed to 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 accordance with statutory law. 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 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) The liability of Hexcel for damages caused by simple negligence is limited to damages resulting from the breach of material contractual obligations, the fulfilment of which is prerequisite to the proper execution of the agreement and in the observance of which the contractual partner regularly trusts and is entitled to trust; in this case, however, liability shall be limited to the typically foreseeable damage.

(b) This limitation of liability in Section 8(a) shall equally apply to any damage caused by gross negligence on the part of employees or agents of Hexcel, who are not governing bodies or executives of Hexcel.

(c) Without prejudice to this Section 9, Hexcel's total liability to the Customer (including any liability of Hexcel's Affiliates), arising under or in connection with these Terms and Conditions of Sale, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in no circumstances exceed the costs for replacing the defective Product as provided in Section 5(a) above, and fifteen percent (15%) of the sum paid by the Customer in respect of the relevant Product in the twelve (12) month period preceding the date on which the claim arose.

(d) The above limitations of liability shall apply to all claims for damages irrespective of their legal basis, with the exception of claims for damages by Customer: (i) due to fraudulently concealed defects; (ii) for defects which are covered by a guarantee that was given regarding the quality of a product (in this context, where applicable, the guarantee and/or limitation period laid down in the guarantee shall apply); (iii) according to the German Product Liability Act; (iv) for death, damage to body or health; (v) for intent; or (vi) for gross negligence on the part of corporate bodies or executives of Hexcel.

(e) The above limitations of liability shall also apply to claims for damages by Customer against Hexcel's officers, executives, employees or agents.

(f) The above limitations of claims for damages shall apply accordingly to the claim for reimbursement of futile expenses.

9. Infringement of third party intellectual property rights. "Intellectual property rights" means in these Terms and Conditions of Sale, European patents, trademarks, copyrights, design rights or trade secrets, which are protected or granted in the European Union. Hexcel shall defend, hold harmless and protect Customer against any suit or proceeding brought against Customer in relation to the direct infringement of valid Intellectual property rights or valid claims based thereon enforced in relation to the manufacture, sale and supply of a Product provided that Hexcel is notified promptly in writing and given authority, information and assistance for the defense of same. Hexcel shall not be liable for any indirect infringement of valid Intellectual property rights associated with the manufacture, sale and supply of a Product or the end-use or applications of a Product. In case said Product is, in such direct infringement suit, held to constitute an infringement and the continued use of said Product is desired, Hexcel shall at its own expense and at its option, either: (i) procure for Customer the right to continue using said Product, (ii) replace the Product with a non-infringing product, (iii) modify the Product so it becomes non-infringing, or (iv) remove the Product and refund the purchase price and the transportation cost thereof.

Notwithstanding the first sentence of this provision, Customer shall indemnify, defend and hold Hexcel harmless from and against any claims, costs, damages, liabilities, expenses or losses arising out of or resulting from direct or indirect infringement of any Intellectual property rights of third parties arising from Hexcel's manufacture, sale and supply of Products produced, supplied or utilized in compliance with Customer's designs, build to print instructions, specifications, instructions, end-use and applications. Hexcel shall have no obligation to indemnify and has no liability for any infringement claim and shall have no duty to defend Customer for any infringement claim, which is based upon: (i) in 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 limitation of liability provisions of Section 8 will apply to Hexcel's maximum liability with respect to infringement of third party Intellectual

property rights.

10. Severability: If any term or provision of these Terms and Conditions of Sale is found to be invalid, illegal or unenforceable, these Terms and Conditions 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, such advice is given on an “as is” basis. Hexcel assumes no obligation or liability for the advice given or results obtained with all such advice being given and accepted at Customer’s risk. Customer may proceed to tests and/or trials to ensure that the advice furnished by Hexcel meets its needs.

12. Returns: Returns to Hexcel may be made only with the prior authorization of Hexcel and according to Hexcel’s written instructions. Products 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 labelling and literature (including applicable Safety Data Sheet “SDS”) 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. Proprietary data and processes. All intellectual property rights, including but not limited to patents, trademarks, copyrights, design rights, trade secrets, and any other rights, regardless of where they are protected or granted, and whether they have been registered or not, including any inventions, discoveries and improvements developed by Hexcel in the course of fulfilling the obligations under these General Conditions of Sale are, will be and shall remain the exclusive property of Hexcel.

15. Disputes. Any and all disputes, controversies or claims arising under or relating to these Terms and Conditions of Sale 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 and jurisdictions: The rights and obligations of the Parties under these Terms and Conditions of Sale shall be governed by the laws of Germany, without regard to the 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 of Sale shall be exclusively prosecuted in, and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Stade, Lower Saxony - Germany. 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.

17. Compliance with laws, export control, and anti-corruption: These Terms and Conditions of Sale and any Order are subject to, and contingent upon Hexcel being able to supply the Product in compliance with all applicable laws, including, without limitation, German, UK, United States, European Union and Japanese laws, as well as any specific local regulation of each European Union member state relating to the import and export of goods (“**Export Control Laws**”). 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 (FCPA), UK Bribery Act 2010, French anti-bribery laws, the OECD Anti-Bribery Convention or any other applicable anti-bribery law or treaty, or all regulations prohibiting the sale of certain goods or technology to or financial transactions with certain individuals and entities maintained by the European Union, United Kingdom, the U.S. Treasury Department’s Office of Foreign Assets Control or the U.S. Commerce Department’s Bureau of Industry and Security. Neither Party shall be required to take or refrain from taking any action impermissible or penalized under such laws.

The export and/or re-export of goods and related technical information under an Order may be subject to the Export Control Laws and may require an export license or authorization. In the event the term of Delivery is Ex Works, 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 Product is shipped, performance of an 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 and/or license is refused or may delay shipment until all such approvals and/or licenses are granted. Customer agrees that it will not, directly or indirectly, export or re-export any Product 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 Export Control Laws. 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.

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

19. Code of Business Conduct: Hexcel expects Customer to adopt and comply with 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/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 to take any action or refrain 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 Chief Legal Officer or the Compliance Counsel 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/or its Affiliates. Any such action by Customer in breach of this Section 19 shall be considered a material breach of these Terms and Conditions of Sale and Hexcel may in its sole discretion terminate any Order raised thereunder for cause.

20. 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 such Order, an equitable adjustment shall be made to the sale 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 that is duly justified by Hexcel. Hexcel must assert any claim for adjustment within ninety (90) days from the date of receipt of the modification or change.

21. Assignment: Neither Party may assign its rights or delegate its obligations under the 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 the 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.

22. 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 an Order. No other agreement, Order amendment, quotation or acknowledgement in any way purporting to modify any of these Terms and Conditions 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 products and not to represent that the Product would necessarily conform to the model sample.

23. No third party beneficiaries: These Terms and Conditions of Sale benefit solely Hexcel and Customer and their respective Affiliates and permitted successors and assigns and nothing in these Terms and Conditions of Sale confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.

24. Personal data: Both Parties undertake to comply with the applicable regulations regarding the protection of personal data in the execution of this Contract, including but not limited to the provisions of Regulation 2016/679 of the European Parliament and Council of April 27th, 2016 (General Data Protection Regulation or GDPR) and the Bundesdatenschutzgesetz (BDSG) in its currently applicable version, committing to adopt all security measures required by such regulations. Given the nature of the Terms and Conditions of Sale, there will be no data processing beyond the processing of names and contact details of the signatories and contact persons. Both Parties will process the personal data as independent data controllers and are each responsible for ensuring compliance with its obligations. However, if in the future, either Party needs to access or process personal

data on behalf of the other, both Parties agree to enter into a data processing or sharing agreement as required by the applicable regulations. Any collection by Hexcel of personal data disclosed to Hexcel by the Customer, as the case may be, when processing an Order or through use of Hexcel website is intended to ensure the proper processing of Orders, sales and Deliveries, to manage business relationships and/or to better meet the Customer's expectations. The legal basis for the processing of the data is the performance and control of the contractual relationship. The personal data provided will be retained for as long as necessary to ensure compliance with the legal obligations of the Parties, in accordance with statutory retention periods under German and EU law. Customer also acknowledges and consents that personal data disclosed to Hexcel might be transferred outside the European territory to Hexcel entities located in countries which do not offer the same level of protection as the Federal Republic of Germany, such as the USA. In these cases, Hexcel will implement all the necessary measures to ensure adequate protection of the personal data and compliance with the GDPR by implementing standard contractual clauses. Personal data transferred will be exclusively processed for the purposes mentioned herein. Customer will not share the personal data provided by Hexcel with third parties.

Both Parties may exercise their rights of access, rectification, deletion, portability, restriction of processing and not to be subjected to automated individual decision-making, and object to the processing of his/her personal data, upon written request to Hexcel sent to the following email address: Dataprivacy@hexcel.com or to Customer on the email address provided. Customer must inform Hexcel of any modification to the personal data provided and will be solely liable for the veracity and accuracy of the data provided. Parties are hereby informed of their right to file claims and requests relating to their data protection rights with the corresponding data protection authority.

25. Confidentiality: (a) Hexcel and the Customer undertake that they shall not at any time during the Order's performance, and for a period of twenty (20) years after termination of the affected Order, disclose to any person or third party any confidential information concerning the business, Products, specifications, affairs, customers, clients or suppliers of the other Party or of any Affiliate of the Party, except as permitted by Section 25(b).

(b) Hexcel or the Customer may disclose the other Party's confidential information (i) to its and its Affiliates' employees and officers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with these Terms and Conditions of Sale. Hexcel or the Customer as applicable shall ensure that its and its Affiliates' employees and officers to whom it discloses the other Party's confidential information comply with this Section 25; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither Hexcel nor the Customer shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Terms and Conditions of Sale.

Hexcel Composites GmbH
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