



Purchase Order

Document 10PO0090377-3
Date 02-May-2023
Printed date 02-May-2023

Vendor reference
Supplier Account V007692

Hexcel order 10PO0090377

Vendor address
Veratex Inc
PO Box 682
New York, NY 10108-0682
United States

Invoice address
Hexcel Composites Ltd.
Ickleton Road
Duxford
CB22 4QB
United Kingdom

Mode of Delivery Road
Delivery Terms DAP, Duxford, GB -
Incoterms@2010
Payment terms 30 Days EOM
Currency USD

Delivery address
Hexcel Composites Ltd.
Ickleton Road
Duxford
CB22 4QB
United Kingdom

Purchase agreement
RMA number
Contact/phone/email/fax

Originator/phone/email
Gary Jones / +44 (0)1223 838372 / gary.jones@hexcel.com

Line	Item	Description	Quantity	UOM	Unit price	Amount
10	B710196	CARRIER V104/1 PET 1371MM	9,000.00	m	\$1.25	\$11,250.00
Specification/Issue RMS 8251/Rev B Delivery date 06-Sep-2023 To be supplied on 76mm I.D. CORES. PLEASE NOTE MATERIAL MUST MEET THE RMS REQUIREMENT INCLUDING ROLL SIZE, FLAGGING OF FAULTS AND MINIMUM DISTANCE BETWEEN FAULTS INCLUDING THE START OF THE ROLL. Material to be shipped by Air Ref Gino Starace - Roll width to be supplied 1305mm +/-15mm.						

The displayed prices are excluding VAT

Charges

Total \$ 0.00

Subtotal	\$ 11,250.00
Charges	\$ 0.00

HEXCEL COMPOSITES LIMITED PURCHASE TERMS AND CONDITIONS
Rev 03.21

PLEASE EMAIL ALL INVOICES TO, invoices@hexcel.com QUOTING PURCHASE ORDER AS PER THIS DOCUMENT

PLEASE INSTRUCT CARRIERS TO USE POST CODE CB22 4QB WHEN ARRANGING DELIVERIES AND ENSURE THEY ONLY DELIVER TO THE MAIN ENTRANCE. ALL DELIVERIES OR COLLECTIONS TO BE BOOKED IN VIA BOLLORE EMAIL (hexcelucr@bollore.com). PACKING SLIPS AND CERTIFICATION TO BE SENT ELECTRONICALLY TO (duxford.goodsin@hexcel.com). WAREHOUSE OPENING TIMES 08:30 - 16:15.

BROKER - BOLLORE LOGISTICS UK LTD, DUXFORD,CB22 44QB, Tel. +44 1223 838262, hexcelucr@bollore.com.

Ensure our Order number and Item number are quoted on all correspondence and at least an External Provider (supplier) delivery note is provided with each delivery. Where applicable, the above material or product is to be supplied in accordance with the registered scope of the Quality Management System approval. Compliance with AS9100D

Please email all invoices to invoices@hexcel.com quoting purchase order as per this document

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(Revision 2016) requires compliance to the additional requirements contained within clause 8.4.3 "Information for External Providers".

Some of our customers still require us to advise you that they or the regulatory authorities may require access to your premises to satisfy themselves about the quality you are operating. In these circumstances you will be contacted, and are required to make appropriate arrangements.

Additional requirements added in 8.4.3 AS9100D (Revision 2016) include: The approval of: design and development control; special requirements (including critical or key characteristics where appropriate); test, inspection and verification; and the use of statistical techniques for product acceptance.

The need to: implement a quality management system; use of customer approved external providers; notifying the organisation of nonconforming processes, products and services and resultant disposition; preventing the use of counterfeit materials/parts (8.1.4); notifying the organisation of changes to processes, products and services and obtaining approval; flow down to external provider of organisation/customer requirements; providing of test specimens/samples for design approval, inspection/verification, investigation or auditing; retained document information, retention period and disposition.

The right of access: as detailed above.

Tel. +44 (0) 1223 833141 Fax. +44 (0) 1223 838808 - Registered in England No. 3069887 - V.A.T. Reg No. GB665 9008 13 - V.A.T. Deferment No. 8842508 - EORI No. GB665900813000

HEXCEL COMPOSITES LIMITED
PURCHASING TERMS AND CONDITIONS

1) ACCEPTANCE: This Agreement shall become the agreement between the parties for the provision of the Product, subject to the terms and conditions hereof, and for the avoidance of doubt, is Hexcel Composites Limited's ("Hexcel's") offer to Vendor and does not constitute an acceptance by Hexcel of any offer or quotation of Vendor.

2) TITLE: Unless otherwise provided in this Agreement, title and risk of loss or damage to the Products shall remain with the Vendor until Delivery as defined in clause 4. For risk of loss or damage to Products that do not conform with the requirements of this Agreement, title shall remain with the Vendor until such non-conformance is cured and/ or until Hexcel's final acceptance.

3) SHIPPING AND BILLING: All Products shall be suitably packed, marked and shipped in accordance with the requirements of the Agreement and shall be carried out by common carriers in a manner to secure the lowest transportation cost and no additional charge shall be made to the Hexcel, unless otherwise stated. Vendor shall properly mark each package with Hexcel's reference number, and where multiple packages comprise a single shipment, each package shall also be consecutively numbered. Reference 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 Vendor in accordance with instructions issued by the Hexcel. Vendor 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 Hexcel.

4) DELIVERY: Time is of the essence for each and every delivery required under this Agreement. Delivery is to be made in strict compliance with both the quantities and the times specified by Hexcel and the terms and conditions of the Agreement. If Vendor fails, or is reasonably considered by Hexcel to fail, to meet Delivery requirements, Hexcel may direct Vendor to expedite this Agreement at Vendor's sole expense. If Vendor encounters or anticipates difficulty in meeting the delivery schedule, it shall notify Hexcel immediately in writing, but such notification shall not constitute a waiver by Hexcel of any of Vendor's delivery obligations or of any of Hexcel's rights or remedies provided by law or in this Agreement. If Vendor fails to make Delivery as required by this Agreement, Vendor shall, in addition to any other rights or remedies provided by law, have the right to terminate this Agreement for default. Any material or production commitments made in advance by the Vendor are at Vendor's sole risk and expense. Hexcel will not accept deviations from Delivery, unless previously agreed in writing by Hexcel. Hexcel will have no liability for payment for Products delivered to Hexcel which are in excess of quantities specified in this Agreement. Delivery of Products shall be DAP Hexcel's dock (Incoterms 2020), unless otherwise specified by Hexcel.

5) INVOICE: An itemised invoice must be sent promptly to Hexcel's Accounting Department for Products delivered and accepted by Hexcel. Delays in receiving invoices or errors and omissions on invoices will be considered just cause for withholding payment without losing discount privileges. Payment is Net sixty (60) days, unless provided for on the face of this Agreement. No invoice shall contain a price higher than what is provided for in either this Agreement or pursuant to a written agreement. Except as otherwise provided in this Agreement or approved in advance by Hexcel's authorised representative, no payment for extras shall be made unless Hexcel has authorised such extras and the price for such extras. Hexcel shall have no obligation to pay any invoice received by Hexcel more than six (6) months after Vendor 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 reasonable control of the party affected. Strikes, lockouts or labor disruption involving Vendor's (or Vendor'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 Agreement 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, Hexcel reserves the right to purchase supplies from an alternate source to support Hexcel's commitments to its customers for such periods before and after the end of the Force Majeure event without breach of this Agreement. If a Force Majeure event continues for more than seven (7) consecutive calendar days, Hexcel shall have the option to terminate this Agreement for convenience.

7) WAIVER: No failure or delay on the part of Hexcel to exercise any remedy or right under this Agreement 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 Agreement shall constitute a waiver of any later term or condition or breach of this Agreement in the future.

8) WARRANTY: Vendor expressly warrants that all Products delivered under this Agreement will conform to all specifications, drawings, samples or other descriptions furnished or specified by Hexcel or any written specifications provided by the Vendor, and will be fit for the purpose intended, of good material, workmanship and quality, free from defect in design, material or workmanship, comply with all Hexcel (product definition, process control, and QMS) requirements, and shall not contain or pose a substantial risk of developing any foreign object debris (FOD). Vendor acknowledges that Vendor knows of Hexcel's intended use for the Product and warrants that all Products delivered pursuant to this Agreement will be fit and sufficient for the particular purposes intended by Hexcel. For purposes of this Agreement, Products includes all

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packaging and other material provided by the Vendor to Hexcel for the shipment, delivery, transport, storage or use of the Products. Products delivered under this Agreement shall consist wholly of new material, unless previously authorised by Hexcel. Vendor 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 Vendor will

convey clear title to the Products to Hexcel, free of any liens or encumbrances. The warranty period is four (4) years from Delivery, except that if Hexcel offers a longer warranty period to its customers for Products incorporated in Hexcel's products, such longer period shall apply. Such warranties shall survive inspection, testing, acceptance of and payment for the Products and shall be for Hexcel, 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, Vendor has a reasonable belief that the Products did not conform to either this warranty or the Product specifications, Vendor shall immediately notify Hexcel of the same in writing. Such notification shall not relieve Vendor of liability for defects or any failure to conform to the Product specifications. Vendor shall be liable for all of Hexcel's labour and material costs, including overhead and administrative costs, incurred as a result of the non-conforming material. Without limiting other remedies, Hexcel may return any non-conforming material to Vendor for replacement or credit to be issued to Hexcel, at Hexcel's option. Vendor shall be liable for all transport, delivery, packaging or other charges arising out of or in connection with the return or destruction of the non-conforming material. If Vendor fails to repair or replace non-conforming material within the time specified by Hexcel, Hexcel without limiting other rights, may correct or replace the non-conforming material at Vendor's expense.

Vendor warrants and guarantees that the prices contained in this Agreement 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: Vendor agrees to inspect and test all Products and monitor all services furnished in performance of this Agreement to ensure compliance with the specifications, quality and other requirements of the Agreement. All Products shall be subject to Hexcel's inspection, acceptance or rejection. Acceptance or payment by Hexcel does not relieve Vendor of liability for defects or any failure to conform to Hexcel's or Vendor's specifications. Hexcel, at its option, may reject Products not conforming to the requirements of this Agreement or replace the Products at Vendor's expense. Rejected material may be returned at Vendor's risk and expense at the full invoice price plus transportation and Hexcel's handling charges. No Products returned as defective shall be replaced without authorisation by Hexcel.

10) ACCESS RIGHTS: In addition to inspections as provided by this Agreement, Hexcel, Hexcel's customer and applicable regulatory authorities may conduct a review, as necessary, to ensure the quality and reliability of the Products. Hexcel, Hexcel's customer and applicable regulatory authorities reserve the right that such review shall flow to Vendor's lower-tier subcontractors, as necessary. If such review is made, Vendor 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 Vendor on Hexcel's premises, Vendor and its subcontractors and third parties shall comply with all site security, environmental, health and safety requirements (including but not limited to personal protective equipment usage, smoking policies, driving requirements, etc.) as specified by Hexcel.

11) CHANGES: Hexcel reserves the right at any time prior to Delivery to make changes to the Product, including but not limited to: (a) drawings and specifications, (b) Delivery, (c) quality or (d) quantities. All such changes by Hexcel shall be in writing. Any difference in price or time for performance resulting from such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. Vendor shall submit any proposed price and/or time adjustment to Hexcel within fifteen (15) days from the date of any Hexcel requested change. Hexcel and Vendor shall negotiate any such change in good faith. Should Hexcel and Vendor be unable to agree an equitable adjustment, the parties shall refer the dispute to the respective party's senior management for discussion and resolution. Should no resolution be achieved through this means, Vendor may pursue its claim through the dispute provisions of the Agreement. Nothing in this clause shall excuse Vendor from continuing with this Agreement under the changes specified in writing by Hexcel.

Vendor may not make any changes, nor permit its Vendors, subcontractors, or agents, 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 Hexcel's prior written consent. Any such changes initiated by Vendor or its Vendors shall be at Vendor's sole risk and expense. Vendor shall indemnify and hold harmless Hexcel, its affiliates and their respective customers for any and all losses, expenses or damages incurred by Hexcel, its affiliates and their respective customers as a result of Vendor's breach of this clause.

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

13) RECORD RETENTION: Quality records generated as evidence of conformance to requirements and specifications shall be maintained, stored and filed by Vendor 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 Agreement, unless otherwise approved by Hexcel. If Vendor cannot or will not retain records as required, they shall be forwarded to Hexcel for retention. This obligation shall survive the cancellation, termination, expiration or completion of this Agreement.

14) MATERIAL FURNISHED BY BUYER: Any material furnished by Hexcel, unless sold to Vendor by Hexcel under a separate supply contract, shall be deemed as held by Vendor upon consignment. All such materials not used in the manufacture of the Products covered by this Agreement shall be returned to Hexcel at Hexcel's expense. All such materials not evidenced as being utilized in the manufacture, or otherwise returned to Hexcel in accordance with the obligations set out herein, shall be paid for by Vendor on the basis of the cost of the same to Hexcel.

15) TOOLS: Unless otherwise agreed in writing, Vendor 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 Hexcel shall be paid for by Hexcel. Hexcel 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 Agreement and shall pay to Vendor the unamortised cost thereof; provided, however, that this option shall not apply if the

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Products hereby ordered are the standard products of Vendor or if a substantial quantity of like Products are being sold by Vendor to others.

16) **INTELLECTUAL PROPERTY RIGHTS:** Vendor 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 Hexcel, 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 Hexcel in the performance of this Agreement, or relating to, resulting from or arising out of the use of such Products in combination with other goods. Vendor further agrees to indemnify, defend and hold harmless Hexcel and its affiliates and all persons claiming under Hexcel 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. Vendor shall notify Hexcel in writing as soon as possible of each such notice or claim of which Vendor has knowledge. Vendor shall, at its own expense, either procure for Hexcel 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 Agreement.

17) **INDEMNIFICATION:** Vendor shall defend, indemnify, and hold harmless Hexcel and its officers, directors, employees, consultants, insurers, representatives, agents, affiliates, successors, permitted assigns, from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including lawyer's fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Vendor, its officers, employees, agents, Vendors, or subcontractors default, at any tier, in the performance of any of its obligations under this Agreement and/or in connection the Product(s). This clause shall survive the cancellation, termination, expiration or completion of this Agreement.

18) **INSURANCE:** Vendor shall at its own expense, obtain and maintain business liability insurance as well as product liability insurance and automobile insurance of adequate coverage in line with industry norms, with a reputable and financially solvent insurance company. Such insurance shall cover Vendor's liability towards Hexcel, its affiliates and subcontractors and their customers and third parties to the necessary extent. At any time upon Hexcel's request, Vendor shall immediately provide Hexcel with proof of the existence of and the extent of coverage of such insurance. Vendor shall ensure that such insurance shall be primary and shall contain a waiver of subrogation.

19) **ASSIGNMENT:** Vendor shall not assign, delegate or subcontract its obligations or performance of this Agreement without the prior written consent of Hexcel 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 Agreement, shall be assigned by Vendor without the prior written consent of Hexcel. Should Hexcel consent to such assignment, delegation or subcontracting, Vendor shall remain liable for the execution of the Agreement and Product provided in connection with the same. Hexcel may assign its rights hereunder to any legal entity controlling, controlled by or under common control with Hexcel, and to any successor to all or substantially all of the business of Hexcel.

20) **NEWS RELEASE:** Vendor shall not in any manner advertise, publish, issue a news release, or make any public announcement, denial or confirmation concerning this Agreement or supply of Products to Hexcel, without the prior written consent of Hexcel.

21) TERMINATION:

(a) **FOR DEFAULT:** Hexcel may, by written notice of default to Vendor, terminate all or any part of this Agreement if the Vendor 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 Agreement or breaches any of the terms of this Agreement, or (iii) make progress as to cause Hexcel to reasonably consider that the performance of this Agreement is endangered and does not cure such failure within ten (10) days after receipt of notice from Hexcel. If Hexcel terminates this Agreement in whole or in part, in addition to any other remedies under this Agreement, Hexcel may purchase alternative supply of products in substitution for those so terminated, and Vendor shall pay Hexcel any increase in cost or expense incurred by Hexcel above the Payment and all procurement costs, including administrative costs. Vendor shall continue performance on the non-canceled portion of this Agreement.

(b) **FOR CONVENIENCE:** Hexcel may at its option, at any time, terminate this Agreement, in whole or in part, immediately on written notice to the Vendor. Upon such termination, Vendor shall immediately stop work under this Agreement and the placement of further orders or subcontracts hereunder, terminate work under this Agreement or subcontracts outstanding hereunder, and take any necessary action to protect property in the Vendor's possession in which the Hexcel has or may acquire an interest. If the parties cannot by negotiation agree within upon the amount of fair compensation to the Vendor for such termination, Hexcel will pay Vendor, without duplication, (i) the Agreement price for Products which have been completed; (ii) the actual costs incurred by the Vendor which are properly allocable or apportionable under recognised commercial accounting practices to the terminated portion of this Agreement; and (iii) reasonable expenses of the Vendor in protecting property in which the Hexcel has or may have an interest. Payments under (i), and (ii) above may not exceed the aggregate price of Payment. Vendor will transfer title and deliver on Hexcel's instructions any Products or items the cost of which is reimbursed under (i) above, or, with Hexcel'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 Hexcel directs. Hexcel may audit all elements of any termination claim.

(c) **FOR INSOLVENCY:** Hexcel may forthwith terminate this Agreement in the event Vendor becomes insolvent, is unable to pay its debts as they fall due, or is subject to bankruptcy proceedings, receivership, dissolution, liquidation, winding up or otherwise discontinues business Vendor shall reimburse Hexcel for all costs incurred by Hexcel in connection with the foregoing, including but not limited to all legal or other professional fees.

22) **SUSPENSION:** Hexcel, or as required by Hexcel's customer, reserves the right to suspend performance of this Agreement where Hexcel is in receipt of a "Stop Work" order from Hexcel's customer or otherwise where may be reasonably required by Hexcel. Such suspension may continue for a reasonable period, such time not to exceed twenty—six (26) weeks, continuously.

23) **GOVERNING LAW:** This Agreement is governed by and construed exclusively by the laws of England and Wales, without regard to principles of conflicts of law. Any dispute arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the courts of England. Hexcel and Vendor expressly agree to exclude from applicability to this Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980 and any successor thereto.

24) **APPLICABLE LAWS AND REGULATIONS:** The parties shall conduct their respective business activities in a fair, ethical, and lawful manner in accordance with generally accepted codes of conduct, avoiding any unacceptable activities, including but not limited to acceptance of or acquiescence in extortion, bribery, use of child labour, breach of human rights, or the imposition of unreasonable work conditions. Vendor represents, warrants and certifies that at all times relative to Vendor'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/HEXCELVENDORCODEOFCONDUCT.pdf or if Vendor has a code of conduct with terms comparable or more comprehensive than the Vendor Code, Vendor shall comply with its own code of conduct.

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Vendor shall comply with all applicable law and regulations pertaining to this Agreement and supply of the Products hereunder at any time during the period this Agreement is being performed. Vendor shall indemnify and hold Hexcel harmless from and against any breach of this clause.

25) CONFIDENTIALITY: Hexcel or the Vendor undertakes that it shall not at any time during the Agreement, and for a period of twenty (20) years after termination of the Agreement, disclose to any person any confidential information concerning the business, Products, specifications, affairs, customers, clients or Vendors of the other Party or of any affiliate of the Party, except as permitted by this clause. Hexcel or the Vendor may disclose the other Party's confidential information: (i) to 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 the Agreement. Hexcel or the Vendor, as applicable, shall ensure that its employees and officers to whom it discloses the other Party's confidential information shall comply with this clause; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Neither Hexcel nor the Vendor 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 this Agreement.

26) ENTIRE AGREEMENT: This Agreement contains all of the terms and conditions with respect to the purchase and sale of the Product by the Vendor. No other agreement, proposal, quotation or acknowledgement in any way purporting to modify any of these Purchasing Terms and Conditions is binding upon Hexcel unless made in writing and signed by Hexcel's authorized agent.

27) NO THIRD PARTY BENEFICIARIES: This Agreement benefit solely Hexcel and Vendor and their respective affiliates and permitted successors and assigns and notwithstanding the Contract (Rights of Third Parties) Act of 1999, nothing in this Agreement confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.

28) PERSONAL DATA: Any collection by Vendor of personal data disclosed to Vendor by Hexcel, shall be held and managed in such a way to ensure that it complies with the applicable laws. Hexcel consents for the information to be held and processed solely for the purpose of fulfilling the requirements of this Agreement and Vendor agrees that it shall not transfer or make such information available outside the European territory to or by companies located in countries which do not offer the same level of protection as the United Kingdom.

29) IMPORT AND EXPORT COMPLIANCE:

(a) Compliance with Export Laws: The Vendor shall comply with all laws, regulations, and decrees of the relevant governmental authorities concerning export controls, manufacture, transport, packaging and delivery of products. The Vendor shall obtain and maintain the required authorisations and/or licenses required by the relevant authorities to enable it to carry out the contractual obligations set out in the Agreement. The Vendor guarantees that Delivery and/or Product and/or the use of the same by Hexcel does not violate any such export laws, regulations and decrees and indemnifies Hexcel from and against breach of this clause.

The Vendor shall identify and inform Hexcel in advance, in writing, if any Product(s) or part of a Product is subject to export controls prior to entering into the Agreement and will thereafter be obliged to inform Hexcel should there be a change, or if a change is likely to occur which could impact the provision of Product to Hexcel by Vendor, in the control regulations. Vendor shall provide Hexcel with all relevant information regarding such export controls and will provide Hexcel with any assistance Hexcel may request in order to comply with the applicable export controls. Hexcel will use reasonable means to provide assistance, including provision of relevant information and documentation required by the Vendor with respect to obtaining and maintaining such export control licenses and official authorizations required by export control authorities in connection with the provision of Product(s) to Hexcel under this Agreement.

(b) Importer of Record: Vendor must provide all required documentation, pre-alerts and associated certification with all shipments. In addition, shipping cartons and documentation must meet all country of origin marking and invoicing requirements by the relevant export control authorities, if any. Vendor will be responsible for any fines or liabilities resulting from insufficient, improper or negligent invoicing or marking of shipments.

(c) Anti-Dumping: Vendor warrants that all sales made hereunder are or will be made at not less than fair value Regulation EU 2016/1036 of the European Parliament and of the Council of 8 June 2016 on protection Vendor dumped imports from countries not members of the European Union, and Vendor will indemnify, defend and hold Hexcel 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. Vendor warrants that it shall be liable for any European countervailing duties that may be imposed by the European Union or UK on imported Products.

30) ENVIRONMENTAL COMPLIANCE:

(a) Vendor warrants that the Products: (i) comply with all laws governing the management, handling, shipping, import, export, notification, registration or authorisation 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") the European Union's Restrictions on Hazardous Substances and REACH legislation and other comparable chemical regulations (collectively "Chemicals Legislation"); and (ii) can be used as contemplated by Hexcel in full compliance with the Chemicals Legislation.

(b) Unless Hexcel has expressly agreed otherwise in writing, Vendor warrants that the Products do not contain: (i) any chemicals that are restricted or otherwise banned under the Chemicals Legislation or (ii) lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB), polybrominated diphenyl ethers (PBDE), arsenic, asbestos, benzene, polychlorinated biphenyls, carbon tetrachloride, beryllium or radioactive materials. Vendor shall notify Hexcel in writing of the presence of any engineered nanoscale material contained in the Products or used in Vendor's operations. Upon request, Vendor shall provide, subject to reasonable protection of Vendor'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 Vendor is located outside of the U.K. and is shipping Products subject to the applicable regulations related to the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), regardless of which party is the importer of record, Vendor shall comply with the import regulations, provide the applicable REACH Certification required, and be responsible for any fines or liabilities resulting from breaches of these regulations.

(d) When noted on the Agreement, Vendor 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").

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31) CONFLICT MINERALS: Vendor represents and warrants that any tungsten, tin, tantalum or gold (collectively, "conflict minerals") contained in any Products delivered to Hexcel 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 recognised border with the DRC ("DRC conflict free minerals"). At Hexcel's request, Vendor 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 Vendor's contractors or sub-Vendors), (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 Hexcel shall have the right to review such books and records upon reasonable written request. Vendor must also provide to Hexcel, upon request, written records of its due diligence process and the results supporting Vendor's representations and warranties herein and compliance with its agreements relating to conflict minerals.

32) VENDOR EMPLOYEE AWARENESS: Vendor 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.

33) COUNTERFEIT WORK:

(a) For purposes of this clause, "Work" consists of those supplies or Product delivered under this Agreement 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) Vendor shall: (i) not deliver Counterfeit Work to Hexcel under this Agreement and (ii) only purchase products to be delivered or incorporated as Work to Hexcel directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorised distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance by Hexcel.

(c) Vendor shall immediately notify Hexcel with the pertinent facts if Vendor becomes aware or suspects that it has furnished Counterfeit Work. When requested by Hexcel, Vendor 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 Agreement 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 Agreement constitutes or includes Counterfeit Work, Vendor shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Agreement. Notwithstanding any other provision in this Agreement, Vendor shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Hexcel'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 Hexcel may have at law, equity or under other provisions of this Agreement.

(f) Vendor 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 Hexcel.

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

Revised: November 2022

Please quote our Order No. on all correspondence

All shipments must be accompanied by a packing slip

Signature

P.O.=Purchase order UOM=Unit of measure

Signed by Gary Jones
On behalf of Hexcel

Please email all invoices to invoices@hexcel.com quoting purchase order as per this document

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