

REFINITIV

DELTA REPORT

10-K

HXL - HEXCEL CORP /DE/

10-K - DECEMBER 31, 2023 COMPARED TO 10-K - DECEMBER 31, 2022

The following comparison report has been automatically generated

TOTAL DELTAS 4753

CHANGES 510

DELETIONS 1926

ADDITIONS 2317

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549
FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Fiscal Year Ended December 31, 2022 2023

or

☐ Transition Report Pursuant to Section 13 or 15 (d) of the Securities Exchange Act of 1934

For the transition period from to
Commission File Number 1-8472

Hexcel Corporation

(Exact name of registrant as specified in its charter)

Delaware

94-1109521

(State or Other Jurisdiction of Incorporation or Organization)

(I.R.S. Employer Identification No.)

Two Stamford Plaza

281 Tresser Boulevard, 16th Floor

Stamford, Connecticut 06901

(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: (203) 969-0666

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
COMMON STOCK, par value \$0.01	HXL	NEW YORK STOCK EXCHANGE

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company”, and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any or new revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

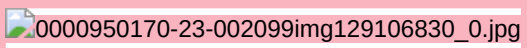
The aggregate market value of the registrant's common stock held by non-affiliates was \$4,398,517,474 6,418,079,952 based on the reported last sale price of common stock on June 30, 2022 June 30, 2023, which is the last business day of the registrant's most recently completed second fiscal quarter.

The number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

Class	Outstanding as of January 31, 2023 January 31, 2024
COMMON STOCK	84,284,844 84,388,010

Documents Incorporated by Reference:

Portions of Part III will be incorporated by reference to the registrant's definitive proxy statement, in accordance with Instruction G(3) to Form 10-K, to be filed with the Securities and Exchange Commission no later than 120 days after the end of the registrant's fiscal year.



Auditor Firm Id: Auditor Name: Auditor Location:
00042 Ernst & Young LLP Stamford, Connecticut

HEXCEL CORPORATION AND SUBSIDIARIES
ANNUAL REPORT ON FORM 10-K
For the fiscal year ended **December 31, 2022** **December 31, 2023**
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PART I

ITEM 1. Business.

General

Hexcel Corporation and its subsidiaries (herein referred to as “Hexcel”, “the Company”, “we”, “us”, or “our”), is a global leader in advanced lightweight composites technology. We propel the future of flight, energy generation, transportation, and recreation through excellence in providing innovative high-performance material solutions that are lighter, stronger and tougher, helping to create a better world for us all. Our broad product range includes carbon fiber, specialty reinforcements, prepregs and other fiber-reinforced matrix materials, honeycomb, resins, engineered core and composite structures for use in commercial aerospace, space and defense, and industrial applications.

We serve international markets through manufacturing facilities, sales offices and representatives located in the Americas, Europe, Asia Pacific, India, and Africa. We also have had a presence in Malaysia where we are were a partner in a joint venture which manufactures composite structures for Commercial Aerospace applications. In December 2023, we sold our interest in the joint venture.

We are a manufacturer of products within a single industry: Advanced Composites. We have two reportable segments: Composite Materials and Engineered Products. The Composite Materials segment is comprised of our carbon fiber, specialty reinforcements, resin systems, prepregs and other fiber-reinforced matrix materials, and honeycomb core product lines and pultruded profiles. The Engineered Products segment is comprised of lightweight high strength composite structures, radio frequency/electromagnetic interference (“RF/EMI”) and microwave absorbing materials, engineered core and specialty machined honeycomb products with added functionality and thermoplastic additive manufacturing.

In 2020 as the COVID-19 pandemic began, we saw the impacts of COVID-19 on our markets and operations, including significant decreases in air traffic, temporary shutdowns of our customers’ and suppliers’ facilities and decreased demand from our

customers. Our operations, margins and results were adversely impacted by lower demand for our products due to substantial reductions in original equipment manufacturer build rates combined with a move to reduce inventory throughout our supply chain, particularly carbon fiber. The Commercial Aerospace market began to see signs of recovery from the economic impacts of the COVID-19 pandemic in the second half of 2021 which continued through 2022 with further growth in air travel and an increase in aircraft build rates. Despite this recovery, global logistics, supply chains, and inflationary pressures still remain a challenge. These challenges have had and may continue to have further negative impacts on our operations, supply chain, transportation networks and customers, all of which have and may continue to compress our financial results.

We also continue to monitor developments in ongoing geopolitical issues including the Russia/Ukraine conflict and conflicts globally. Although we are not experiencing direct material adverse effects upon our business, the global implications of the Russia/Ukraine conflict geopolitical issues and conflicts which include increased inflation, escalating volatile energy costs, constrained raw material availability and transportation, and thus increasing costs, as well as aircraft flight restrictions on flights by Russian airlines are impacting the global economy and the aerospace industry in particular.

The following summaries describe the ongoing activities related to the Composite Materials and Engineered Products segments as of December 31, 2022 December 31, 2023.

Composite Materials

The Composite Materials segment manufactures and markets carbon fibers, fabrics, and specialty reinforcements, prepregs and other fiber-reinforced matrix materials, structural adhesives, honeycomb, molding compounds, tooling materials, polyurethane systems and laminates that are incorporated into many applications, including commercial and military aircraft, transportation (including automotive, marine and rail), wind turbine blades, recreational products, and other industrial applications.

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The following table identifies the principal products and examples of the primary end-uses from the Composite Materials segment:

SEGMENT	PRODUCTS	PRIMARY END-USES
COMPOSITE MATERIALS	Carbon Fibers	<input type="checkbox"/> Raw materials for prepregs, fabrics and specialty reinforcements
		<input type="checkbox"/> Filament winding for various aerospace, defense and industrial applications

Fabrics, Multi-axials and Specialty Reinforcements	<input type="checkbox"/> Raw materials for prepregs <input type="checkbox"/> Composites and components used in aerospace, defense, automotive, wind energy, automotive, recreation, marine and other industrial applications
Prepregs, Other Fiber-Reinforced Matrix Materials and Resins	<input type="checkbox"/> Epoxy resin systems <input type="checkbox"/> Composite structures <input type="checkbox"/> Commercial and military aircraft <input type="checkbox"/> Aero-engines <input type="checkbox"/> Rotorcraft <input type="checkbox"/> Satellites and launchers <input type="checkbox"/> Wind turbine blades <input type="checkbox"/> Automotive, marine and rail <input type="checkbox"/> Wind Turbine blades <input type="checkbox"/> Skis, snowboards, bicycles and hockey sticks
Structural Adhesives	<input type="checkbox"/> Bonding of metals, honeycomb and composite materials
Honeycomb	<input type="checkbox"/> Composite structures and interiors <input type="checkbox"/> Impact and shock absorption systems <input type="checkbox"/> Rotorcraft blades <input type="checkbox"/> Acousti-Cap®
Pultruded Profiles	<input type="checkbox"/> Tubes, rods, robotics and medical applications

Carbon Fibers: HexTow® carbon fibers are used in certain reinforcements and composite materials. Carbon fibers are also woven into carbon fabrics, used as reinforcement in conjunction with a resin matrix to produce pre-impregnated composite materials (referred to as “prepregs”). Carbon fiber is also used in filament winding to produce finished composite components. Key product applications include structural components for commercial and military aircraft and rotorcraft, jet engine fan blades and fan casings, space launch vehicles, and certain other applications such as recreational and industrial equipment.

Fabrics, Multi-axials and Specialty Reinforcements: HexForce® fabrics, multi-axials and specialty reinforcements are made from a variety of fibers, including carbon, glass, aramid and other high strength polymers, quartz, ceramic and other specialty fibers. These reinforcements are used in the production of prepregs and other matrix materials for aerospace and select industrial markets including automotive components, wind energy blades, automotive components, oil exploration and production equipment, boats, surfboards, skis and other sporting goods equipment.

Prepregs: HexPly® prepregs are used in manufacturing composite laminates and monolithic structures. Prepregs are used in primary and secondary structural aerospace applications such as wing components, horizontal and vertical stabilizer components, fairings, radomes, engine fan blades and cases, engine nacelles as well as overhead storage bins and other interior components. They are also used in many of the industrial and recreational products noted above. Prepregs are manufactured by combining high-performance reinforcement fabrics or unidirectional fibers with a resin matrix to form a composite material that, when cured, has exceptional structural properties not present in either of the constituent materials individually. Prepregs are applied via hand layup, automatic tape layup and advanced fiber placement to produce finished composite components. Prepreg reinforcements include glass, carbon, aramid, quartz, ceramic and other specialty fibers. Resin matrices include bismaleimide, cyanate ester, epoxy, phenolic, polyimide and other specialty resins.

Other Fiber-Reinforced Matrix Materials: Fiber reinforced matrix developments include HexTool®, a specialized form of quasi-isotropic carbon fiber prepreg for use in the cost-effective construction of high temperature resistant composite tooling. HexFIT® film infusion material is a product that combines resin films and dry fiber reinforcements to save lay-up time in production and enables the manufacture of large contoured composite structures, such as wind turbine blades.

Resins: HexFlow® polymer matrix materials are sold in liquid and film form for use in direct process manufacturing of composite parts. Resins can be combined with fiber reinforcements in manufacturing processes such as resin transfer molding, resin film infusion or vacuum assisted resin transfer molding to produce support high quality volume production of composite components for both aerospace and industrial applications, without the need for customer investment in autoclaves.

Structural Adhesives: We manufacture and market a comprehensive range of HexBond® film and paste adhesives. These structural adhesives, which bond metal to metal and composites and honeycomb structures, are used in the aerospace industry and for many industrial applications.

Honeycomb: HexWeb® honeycomb is a lightweight, cellular structure generally composed of a sheet of nested hexagonal cells. It can also be manufactured in over-expanded and asymmetric cell configurations to meet special design requirements such as contours or complex curvatures. Honeycomb is primarily used as a lightweight core material and acts as a highly efficient energy absorber. When sandwiched between composite or metallic facing skins, honeycomb significantly increases the stiffness of the structure, while adding very little weight.

We produce honeycomb primarily from non-metallic materials though some honeycomb is produced from metallic materials. Non-metallic materials used in the manufacture of honeycomb include fiberglass, carbon fiber, thermoplastics, non-flammable aramid papers, aramid fiber and other specialty materials. Most metallic honeycomb is made from aluminum and is available in a selection of alloys, cell sizes and dimensions.

We sell honeycomb as standard blocks and in slices cut from a block. Aerospace is the largest market for honeycomb products.

Our HexWeb® Acousti-Cap® sound attenuating honeycomb used in aircraft engines and nacelles provides dramatic noise reduction during takeoff and landing without a structural weight penalty. Acousti-Cap® incorporates a non-metallic, permeable cap material that is embedded into honeycomb core. In addition, we produce honeycomb for our Engineered Products segment for use in manufacturing finished parts for airframe original equipment manufacturers.

Polyspeed® Pultruded Profiles: Hexcel manufactures a wide range of pultruded sections including rods, flat sections, tubes and specific profiles that are usually made from carbon fiber but can also be made from glass, quartz, basalt or other fibers. The profile matrix is a Hexcel formulation of thermoset resin (epoxy or polyurethane). Hexcel pultruded profiles are used in a wide range of industrial applications.

The following tables identify the key customers and the major manufacturing facilities of the Composite Materials segment:

COMPOSITE MATERIALS		
KEY CUSTOMERS		
Aernnova	CTRM Aero Composites	Daher
Airbus	Dassault	Nordam
Airbus	Northrop Grumman	
Bell	Pratt & Whitney	Bell (1)
Blizzard	Embraer	Safran
BMW	FACC	Pratt & Whitney (2)
The Boeing Company	General Electric	Sikorsky (2)
Bombardier	Solvay	Safran
Bombardier	Sikorsky (4)	
CFAN	Syensqo	
Collins Aerospace (2)	GKN	Spirit Aerosystems
Collins Aerospace (1)	Gulfstream (3)	Toray
Composites	Leonardo	Raytheon Technologies
COMAC	Lockheed Martin	RTX
	Mubea	Vestas
	Nordam	

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(1) A Raytheon Technologies Company, Textron Company
(2) A RTX Company
(3) A General Dynamics Company
(4) A Lockheed Martin Company, Company

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MAJOR MANUFACTURING FACILITIES

Casa Grande, Arizona	Neumarkt, Austria
Dagneux, France	Parla, Spain
Decatur, Alabama	Roussillon, France
Duxford, England	Salt Lake City, Utah
Illescas, Spain	Seguin, Texas
Leicester, England	Stade, Germany
Les Avenières, France	Vert-le-Petit, France

Net sales for the Composite Materials segment to third-party customers were \$1,474.2 million in 2023, \$1,279.7 million in 2022, and \$1,019.4 million in 2021, and \$1,185.9 million in 2020, which represented about 80% of our net sales each year. Net sales for composite materials are highly dependent upon the number of commercial aircraft produced as further discussed under the captions “Significant Customers”, “Markets” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations”.

Engineered Products

The Engineered Products segment manufactures and markets composite structures and precision machined honeycomb parts primarily for use in the aerospace industry. Composite structures are manufactured from a variety of composite and other materials, including prepregs, honeycomb, and structural adhesives, using such manufacturing processes as autoclave processing, multi-axis numerically controlled machining, heat forming, infusion or resin transfer molding and other composite manufacturing techniques. Composite structures include HexAM® 3D printed parts, which offer significant weight cost and time-to-market reductions compared to incumbent metal or traditional composite technologies. This segment also provides advanced interference control materials, structural composites, and services; dielectric absorber foams and honeycomb; magnetic absorbers; and thermoplastics for commercial and defense applications.

The following tables identify the principal products and examples of the primary end-uses from the Engineered Products segment:

SEGMENT	PRODUCTS	PRIMARY END-USES
ENGINEERED PRODUCTS	Composite Structures	□ Aircraft structures and finished aircraft components, including wing to body fairings, wing panels, flight deck panels, door liners, rotorcraft blades, spars and tip caps

Engineered Honeycomb	□	Aircraft structural sub-components and semi-finished components used in rotorcraft blades, engine nacelles, and aircraft surfaces (flaps, wings, elevators and fairings)
RF Interference Control	□	Military and aerospace applications

Net sales for the Engineered Products segment to third-party customers were \$314.8 million in 2023, \$298.0 million in 2022, and \$305.3 million in 2021, and \$316.5 million in 2020, which represented approximately 20% of our net sales each year.

The Engineered Products segment includes has historically included a 50% ownership interest in a Malaysian joint venture, Aerospace Composites Malaysia Sdn. Bhd. ("ACM") with Boeing Worldwide Operations Limited. Hexcel historically purchased certain semi-finished composite components from the joint venture and performed inspection and additional assembly work prior to direct delivery to Boeing production lines. As part of Boeing's supply chain optimization, this assembly work was transferred overseas in stages in 2020 and 2021 to other parts of the Boeing supply chain, including ACM. Effective January 1, 2022, all of this work was transferred, and Hexcel no longer purchases semi-finished components from ACM. Under the ACM joint venture structure, 50% of ACM net income continues accrued to accrue Hexcel. In December 2023, Hexcel sold its 50% interest in ACM to Hexcel.

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Boeing and received net proceeds of \$44.7 million.

The following table identifies the key customers and the major manufacturing facilities of the Engineered Products segment:

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ENGINEERED PRODUCTS	
KEY CUSTOMERS	MAJOR
	MANUFACTURING FACILITIES
The Boeing Company	Amesbury, Massachusetts
Bell (1)	Burlington, Washington
CTRM Aero Composites	Casablanca, Morocco
General Electric Dynamics	Kent, Washington
GKN General Electric	Pottsville, Pennsylvania
Lockheed Martin GKN	South Windsor, Connecticut
Sikorsky, a Lockheed Martin Company	Welkenraedt, Belgium

Sikorsky (2)

Spirit Aerosystems

Raytheon Technologies RTX

(1) A Textron Company

(2) A Lockheed Martin Company

Significant Customers

Approximately 38% 39%, 33% 38% and 33% of our 2023, 2022 2021 and 2020 2021 net sales, respectively, were to Airbus and its subcontractors. Of the 38% 39% of overall sales to Airbus and its subcontractors in 2023, 35% related to Commercial Aerospace market applications and 4% related to Space & Defense market applications. Approximately 15%, 14% and 16% of our 2023, 2022 35% and 2021 net sales, respectively, were to Boeing and its subcontractors. Of the 15% of overall sales to Boeing and its subcontractors in 2023, 12% related to Commercial Aerospace market applications and 3% related to Space & Defense market applications. Approximately 14%, 16% and 19% of our 2022, 2021 and 2020 net sales, respectively, were to Boeing and its subcontractors. Of the 14% of overall sales to Boeing and its subcontractors in 2022, 11% related to Commercial Aerospace market applications and 3% related to Space & Defense market applications.

Markets

Our products are sold for a broad range of end-uses where durability, strength and weight are important factors to our customers. We sell to three different markets: Commercial Aerospace, Space & Defense and Industrial.

Commercial Aerospace

The Commercial Aerospace industry is our largest user of advanced composites. Commercial Aerospace represented 58% 60% of our 2022 2023 net sales. Approximately 79% of these revenues can be identified as sales to Airbus, Boeing, and their subcontractors for the production of commercial aircraft. Approximately 21% of these revenues were for business jets and regional and other commercial aircraft. The economic benefits to airlines from weight savings in both fuel economy and aircraft range, combined with the design enhancement that comes from the advantages of advanced composites over traditional materials, have resulted in the aerospace industry becoming the leader in the adoption and use of these materials. While military aircraft and spacecraft have led the development and adoption of these materials, Commercial Aerospace has greater production volumes and has commercialized the use of these products. Accordingly, the demand for advanced composites structural material products is closely correlated to the demand for new commercial aircraft.

The use of advanced composites in Commercial Aerospace is primarily in the manufacture of new commercial aircraft and jet engines. These composite materials are designed to last the life of the aircraft and engine so as a result, the aftermarket for these products is minimal. The demand for new commercial aircraft is driven by two principal factors, the first of which is airline passenger traffic (the number of revenue passenger miles flown by the airlines) which affects the required size of airline fleets. Growth in passenger traffic requires growth in the size of the fleet of commercial aircraft operated by airlines worldwide.

A second factor, which is less sensitive to the general economy, is the replacement rates for existing aircraft. The rates of retirement of passenger and freight aircraft, resulting mainly from obsolescence, are determined in part by the regulatory requirements established by various civil aviation authorities worldwide as well as public concern regarding aircraft age, safety, noise, and emissions. These rates may also be affected by the desire of the various airlines to improve operating costs with higher

payloads and more fuel-efficient aircraft (which in turn is influenced by the price of fuel) and by reducing maintenance expense. In addition, pressure is increasing on airlines to replace their aging fleet with more fuel efficient and quieter aircraft to be more environmentally responsible. For example, aircraft operators subject to the European Union Emissions Trading Scheme (EU-ETS) are facing significantly higher costs to purchase carbon credits for compliance compared to the cost a few years ago, which may influence fleet replacement plans to purchase lightweight new aircraft. Additionally, the International Civil Aviation Organization (ICAO) Carbon Offsetting and Reduction Scheme for International Aviation (CORSIA) emission reduction mandates for international aviation become mandatory later this decade, which may influence fleet renewal in the coming years. When aircraft are retired from commercial airline fleets, they may be converted to cargo freight aircraft, used for parts, or scrapped.

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An additional factor that may cause airlines to defer or cancel orders is their ability to obtain financing, including leasing, for new aircraft orders. This will be dependent both upon the financial health of the airline operators, as well as the overall availability of financing in the marketplace.

As a result of the COVID-19 pandemic, aircraft manufacturers significantly reduced production rates during 2020 as demand for new aircraft decreased significantly. Select aircraft production rates began to increase in 2021 and 2022. The number of parked aircraft remains elevated compared to pre-COVID 19 levels but has decreased significantly since late 2020 and early 2021 as air travel returns. The remaining parked aircraft are generally older and less fuel-efficient.

Each new generation of commercial aircraft has used increasing quantities of advanced composites, replacing metals and other materials. This follows the trend previously witnessed in military applications where composites now comprise the majority of the airframe of latest generation aircraft to enhance performance, range and payload, including the F-35 Lightning and the CH-53K heavy lift transport helicopter. Early versions of commercial jet aircraft, such as the Boeing 707, which was developed in the early 1950s, contained almost no composite materials. One of the first commercial aircraft to use a meaningful amount of composite materials, the Boeing 767 entered into service in 1983, and contains approximately 6% composite materials, primarily comprised of interior secondary composite structures. Boeing's legacy 777 aircraft, which entered service in 1995, is approximately 11% composite including composite flaps/ailerons and landing gear doors. The Airbus A380, which was first delivered in 2007, has approximately 23% composite content by weight as the tail structure was built of composites. The Boeing 777X was redesigned with composite wings and a new composite-rich engine and is more than 30% composites. Boeing's B787, 787, which entered into service in 2011, has a content of more than 50% composite materials by weight including composite wings and fuselage. The Airbus A350 XWB ("A350") which has a composite content of 53% by weight was first delivered in December 2014.

Engines and nacelles are also an attractive market for both Hexcel Composite Materials and Engineered Products, including composite fan blades, cowlings, and nacelles. Both Airbus and Boeing introduced new updated versions of their narrow body aircraft which utilize composite-rich engines and nacelles but continue to incorporate metal wings and fuselages that were designed decades ago. Airbus's The Airbus A320neo had its first customer delivery in 2016 and Boeing's B737 the Boeing 737 MAX entered

into service in 2017. The LEAP engines and nacelles on both the A320neo and B737 MAX are composite-rich as is the GE9X engine on the Boeing 777X.

It is expected that future aircraft platforms will offer more opportunities for composite materials than their predecessors, as the Commercial Aerospace industry continues to utilize a greater proportion of advanced composite materials with each new generation of aircraft and each new generation of engines and nacelles. We refer to this steady expansion of the use of composites in aircraft as the “secular penetration of composites” as it potentially increases our average sales per airplane over time.

The impact on Hexcel of Airbus and Boeing production rate changes is typically influenced by two factors: the mix of aircraft produced and the inventory supply chain effects of increases or reductions in aircraft production. We have products on all Airbus and Boeing planes. The shipset or dollar value of our materials varies by aircraft type and aircraft platform. Newer designed aircraft use more of our materials than older generations, and as a materials provider, larger aircraft use more composites by weight than smaller aircraft. On average, for established programs, we deliver products into the supply chain about four to six months prior to aircraft delivery, with a range between one and eighteen months depending on the product and specific aircraft platform. For aircraft that are in the development or ramp-up stage we will have sales as much as several years in advance of delivery.the aircraft entry-into-service.

Airbus and Boeing combined backlog at December 31, 2022 December 31, 2023 was 12,66914,814 aircraft, or a 3.7%16.9% increase compared to December 31, 2021 December 31, 2022. Airbus and Boeing increased began increasing production rates in 2022 for select aircraft platforms as air travel recovers and demand for latest-generation fuel efficient aircraft increases. As supply chains recover, disruptions with obtaining and training labor and constraints on receiving raw materials across the aerospace supply chain have tempered the near-term growth in aircraft production rates, leading to higher backlogs. The balance of our Other Commercial Aerospace sales is related to business jets and regional aircraft manufacture, and other commercial aircraft applications. These applications also exhibit increasing utilization of composite materials with each new generation of aircraft, such as the composite wing on the large-cabin Falcon 10X business jet that Dassault announced in 2022.

Space & Defense

The Space & Defense market represented 30% of our 2023 net sales. The Space & Defense market has historically been an innovator in the use of, and source of significant demand for, advanced composites. The aggregate demand by Space & Defense customers is primarily a function of procurement of military aircraft that utilize advanced composites, primarily by the United States and certain Western European governments, including both commercial and military rotorcraft. We are qualified to supply materials to a broad range of military aircraft, commercial helicopter and space programs, including the Lockheed Martin F-35 (Lightning), Sikorsky CH-53K (King Stallion), Bell-Boeing V-22 (Osprey) tilt rotor aircraft, Sikorsky UH-60 Black Hawk, Dassault Rafale and Airbus A400M military transport. The F-35, which is our largest program, represents less than 25% of revenues in this market. No other program accounts for more than 10% of our revenues in this market. The sales from these programs are dependent upon those that are funded and the extent of the government funding. Space applications for advanced composites

include solid rocket booster cases, fairings and payload doors for both government funded and commercial launch vehicles, and satellite buss and solar arrays for military and commercial satellites.

Another growth generating trend for Hexcel is the further penetration of composites in rotorcraft blades, including both new and replacement blades. The UH-60 wide chord blade program and blades for the V-22 were the two largest blade programs in 2023 and 2022. CH-53K is a future growth program, including the composite helicopter blades and new helicopter programs in development which use Hexcel composites in prototypes. The blades include Composite Materials products such as carbon fiber, prepregs, and honeycomb core to improve blade performance. In addition, our Engineered Products segment provides specialty value added services such as machining, sub-assembly, and even full blade manufacturing for rotorcraft.

The Space & Defense market represented 29% of our 2022 net sales. While our Space & Defense market has been disrupted by the COVID-19 pandemic, the impact has been significantly less than the impact to our Commercial Aerospace market.

Industrial

The Industrial market represented 13% 10% of our 2022 2023 net sales. The revenue from this market includes automotive, a wide variety of recreational products, consumer electronics, marine, wind turbine blades and other industrial applications. A number of these applications represent emerging opportunities for our products. In developing new applications, we seek those opportunities where advanced composites technology offers significant benefits to the end user, often applications that demand high engineering performance. This includes carbon fiber and resin formulations that we produce as well as glass fiber we purchase from third parties that we then combine with our resin formulations and weaving expertise. Within the Industrial market, wind energy has historically comprised automotive is the largest submarket with Vestas Wind Systems A/S ("Vestas") as our primary customer. Demand in our wind energy sub-market continued sales to decline in 2022 due in part to the commoditization and outsourcing of blades with a change in technology from prepreg using glass fiber to infusion. We closed our wind blade prepreg facility in China during 2022. We continue to produce material for wind blades at our European facility. high-end performance vehicles. The Industrial market also includes sales to major end user sub-markets, in order of size based on our 2022 2023 sales: general industrial applications (including those sold through distributors), transportation (e.g., automobiles, mass transit and high-speed rail, and marine applications) and consumer electronics, wind energy, and recreational equipment (e.g., skis and snowboards, bicycles and hockey sticks). Historically, wind energy comprised the largest submarket within industrial as we purchase third-party glass fiber and add value with our weaving expertise and resin formulations. The financial returns on new wind energy business became unattractive to the Company as the global wind industry works through a period of turmoil in terms of inflationary cost impacts, logistics challenges, permitting delays, and stiff competition amongst multiple wind turbine manufacturers globally. We continue to produce material for wind blades at our European facility under existing contracts for a number of legacy turbines. Our participation in Industrial applications complements our commercial and military aerospace businesses, and in many instances, technology or products now used in aerospace were started in Industrial. We In response to changing market dynamics, we are committed to pursuing the utilization of advanced structural material technology and introducing new innovations to support our customers in response to changing market dynamics in Industrial markets where it can generate significant value and we can maintain a sustainable competitive advantage.

Further discussion of our markets, including certain risks, uncertainties, and other factors with respect to “forward-looking statements” about those markets, is contained under the captions “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Forward Looking Statements” and “Risk Factors.”

Backlog

In recent years, our customers have demanded shorter order lead times and “just-in-time” delivery performance. While we have many multi-year contracts with our major aerospace customers and our largest Industrial customer, most of these contracts specify the proportion of the customers’ requirements that will be supplied by us and the terms under which the sales will occur, not the specific quantities to be procured or the specific dates for delivery. Our Industrial customers have always desired to order their requirements on as short a lead-time as possible. As a result, twelve-month order backlog is not a meaningful trend indicator for us.

Raw Materials and Production Activities

Our manufacturing operations are in many cases vertically integrated. One example of the benefits of our vertical integration is that it enables us to control both the carbon fiber surface structure and resin formulations to optimize their interaction and ensure excellent interfacial adhesion or bonding. We produce and internally use carbon fibers, industrial fabrics, composite materials, and composite structures as well as sell these materials to third-party customers for their use in the manufacture of their products.

We manufacture high performance carbon fiber from polyacrylonitrile precursor (“PAN”). The primary raw material for PAN is acrylonitrile. All of the PAN we produce is for internal carbon fiber production. We utilized between 65% 60% and 70% 65% by value of the carbon fiber we produced in 2022 2023 and between 55% 65% and 60% 70% in 2021 2022 with the remainder of our output sold to third-party customers. However, as one of the world’s largest consumers of high-performance carbon fiber, we also purchase significant quantities of carbon fiber from external sources for our own use. The sources of carbon fiber we can use in any product or application are generally dictated by customer qualifications or certifications. Otherwise, we select a carbon fiber based on performance, price, and availability.

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With the increasing demand for carbon fiber, particularly in aerospace applications, in recent years we increased our PAN and carbon fiber capacity to serve the growing needs of our customers and our own downstream products. After a new production line starts operating, it can take up to a year to be certified for aerospace applications. However, these lines can start supplying carbon fiber for many industrial applications within a shorter time period.

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In early 2023, we announced that we resumed construction of a new carbon fiber line in Decatur, AL. We had previously paused construction on this line in early 2020. This carbon fiber line is expected to be qualified to produce carbon fiber for aerospace markets in late 2025 or early 2026. Additionally, we completed the expansion of our Engineered Products facility in Casablanca, Morocco as we doubled the size of the facility to meet growing demand.

We formulate a variety of resin systems that are tailored to specific applications and support the process for manufacturing composite parts. The type of epoxy and curative used in the resin systems vary depending on the application being considered, including the required service temperature, mechanical performance, and rate of cure. We continually focus on innovation that will help our customers reduce their cycle time and increase their production through-put, including lower curing temperatures, faster curing times, and enhancing the flow characteristics of the resin formulations, particularly for infusion manufacturing processes.

We purchase glass yarn for our aerospace and industrial markets from a number of suppliers in the United States, Europe and Asia. We also purchase aramid and high strength fibers which are produced by only a few companies, and during periods of high demand, can be in short supply. In addition, epoxy and other specialty resins, aramid paper and aluminum specialty foils are used in the manufacture of composite products. A number of these products have only one or two sources qualified for use, so an interruption in their supply could disrupt our ability to meet our customer requirements. When entering into multi-year contracts with aerospace customers, we attempt to get back-to-back commitments from key raw material suppliers. While we are not dependent on any one supplier for the majority of our raw materials, we are highly dependent on our suppliers in order to meet commitments to our customers. During 2021 and into 2022, as a result of the challenges created by global transportation issues, the COVID-19 pandemic and market volatility, we experienced supply disruptions and cost increases and anticipate that supply disruptions and material shortages, as well as cost increases, may continue. We continue to work closely with our key suppliers who have been impacted by these supply disruptions to ensure that we are able to meet our customer commitments. While we have not experienced materially significant issues in the purchase of key raw materials, we continue to monitor the availability (including transportation) and price of raw materials on a regular basis, as well as any potential impact on our operations.

Our manufacturing activities are primarily based on “make-to-order”, or “demand pull” based on customer schedules, and to a lesser extent, “make-to-forecast” production requirements. We coordinate closely with key suppliers in an effort to avoid raw material shortages and excess inventories. However, many of the key raw materials we consume are available from relatively few sources, and in many cases the cost of product qualification makes it impractical to develop multiple sources of supply. The lack of availability of these materials could under certain circumstances have a material adverse effect on our consolidated results of operations.

Research and Technology; Technology; Patents and Know-How

Our We maintain seven Research and Technology (“R&T”) centers Centers of excellence located globally Excellence to support our businesses worldwide. worldwide, including in the U.S., France and the United Kingdom. Through R&T activities, we maintain expertise in precursor and carbon fiber, chemical and polymer formulation and curatives, fabric forming and textile architectures, advanced composite structures, process engineering, application development, analysis and testing of composite materials, computational design, and other scientific disciplines related to our worldwide business base.

We recently In early 2023, we completed the construction of our newest and largest R&T Center of R&T excellence Excellence in Salt Lake City, Utah. This Center will support Utah which supports next-generation composite technology development across our business including applications for the Commercial Aerospace, Space & Defense and Industrial markets. The 100,000 square foot facility is adjacent to our existing carbon fiber and prepreg manufacturing operations in Salt Lake City.

Our products rely primarily on our expertise in materials science, textiles, process engineering and polymer chemistry. Consistent with market demand, we have been placing more emphasis on higher performing products and cost-effective production processes while seeking continually to improve the consistency of our products and our capital efficiency. Towards this end, we

have entered into formal and informal alliances, as well as licensing and teaming arrangements, with several customers, suppliers, external agencies, universities and laboratories. We believe that we possess unique capabilities to design, develop, manufacture, and qualify composite materials and structures, including trade secrets and extensive internal knowledge gained from decades of experience. It is our policy to actively enforce our proprietary rights. We believe that the patents and know-how rights currently owned or licensed by Hexcel are adequate for the conduct of our business. We do not believe that our business would be materially affected by the expiration of any single patent or series of related patents, or by the termination of any single license agreement or series of related license agreements.

Environmental Matters

We view **climate-change** **climate change** as an important social issue that presents some level of risk to our business while also creating opportunities for greater **composite adoption**. **adoption of lightweight advanced composites**. Our strategic and operational decision making is influenced by our commitment to

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reduce the environmental impact of our operations, including our carbon footprint, air and water emissions and waste reduction. We continue to **pursue initiatives to** improve our emissions profile through operational efficiency improvements that **lessen**

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reduce our **use of reliance on** fossil fuels and **by increasing** **increase** our use of renewable power. We have implemented sustainable energy sourcing within certain **sites, as we work with our energy suppliers to increase sources of** **our operations, with** **recent** **renewable power and install** on-site solar **projects** **panels** at our manufacturing sites in Neumarkt, Austria, Casa Grande, Arizona, and Casablanca, Morocco. The generation of solar power reduces our demand for fossil-fuel powered electricity, which supports our carbon and greenhouse gas emission reduction goals. We also procure renewable power through our energy suppliers and **for one site, renewable power is procured** **at several sites**, through **a** power purchase **agreement** **agreements** (PPA). We have applied this same approach to our product life cycle, implementing circular economic principles to reduce waste – both in our manufacturing and product packaging. At this time, we are not subject to carbon emission trading programs at any of our facilities, though we are actively monitoring country and region-specific regulations and trends to ensure pricing and capital expenditures are incorporated into our future product portfolio planning.

Governments and agencies worldwide are increasingly proposing and/or implementing legislation, regulations and other requirements resulting in more restrictive air emission limits globally, which could **have an impact on** our operations. Changes in environmental and climate change laws or regulations, including laws relating to greenhouse gas emissions, could lead to new or additional investment in manufacturing processes or product designs and could increase environmental compliance expenditures, including increased energy, **controls** and raw materials costs. The increasing global emphasis on emissions reduction supports the adoption of our advanced composite light weighting solutions for transportation applications. We also market composite solutions that reduce aircraft engine noise, which benefits local communities near airports, supports aircraft operators in geographies that are

subject to local noise abatement programs, and enables more direct routes for aircraft that save fuel rather than having to fly longer routes to avoid noise-sensitive areas.

We are subject to various U.S. International and international U.S. federal, state, and local environmental and health and safety laws and regulations. We are also potentially subject to liabilities arising under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "Superfund"), the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, and similar state local and international laws and regulations that impose responsibility for the control, remediation and abatement of air, water and soil pollutants and the manufacturing, storage, handling and disposal of hazardous substances and waste. We believe that our policies, practices, and procedures are properly designed to prevent unreasonable risk of environmental damage and associated financial liability. To date, environmental control regulations have not had a significant adverse effect on our overall operations. operations and nearly 90% of our sites as of December 31, 2023 are ISO14001:2015 certified.

A discussion of environmental matters is contained in Note 16 to the accompanying consolidated financial statements included in this Annual Report on Form 10-K. For further discussion of risks related to environmental and climate matters and other government regulations, see Item 1A, "Risk Factors" in this Annual Report on Form 10-K.

Other Regulatory Matters

As a materials supplier for U.S. prime contractors, and, in some cases, directly to the U.S. government, we are subject to certain U.S. government Federal Acquisition Regulations, the Department of Defense Federal Acquisition Regulations Supplement, and associated procurement regulations. Specifically, we must comply with certain laws and regulations relating to the formation, administration, and performance of U.S. government contracts, including the U.S. government security requirements, such as the National Industrial Security Program Operating Manual and any other applicable U.S. government industrial security regulations, as well as additional government export control laws and regulations. In complying with these laws and regulations, we may be required to make additional capital expenditures and incur other costs. Furthermore, failure to comply may result in the imposition of fines and penalties, including contractual damages, civil penalties, criminal penalties, administrative sanctions, suspension or debarment from contracting with the U.S. government or termination of any applicable facility security clearance, which in turn would preclude us from being awarded classified contracts or, under certain circumstances, performing on our existing classified contracts. The U.S. Government also has the ability to unilaterally terminate existing contracts with us and our U.S. prime customers, reduce the value of such contracts, audit contract-related costs and fees, including allocated indirect costs, and control and potentially prohibit the export of our products, among other things. If a contract supporting the U.S. government was terminated for convenience, we could only seek to recover the costs we have incurred or committed, settlement expenses, and profit on the work completed prior to termination.

As a company with significant international operations, we are also subject to numerous laws and regulations, including export controls and sanctions laws, customs regulations, international treaties and local trade rules around the world. These laws, rules and regulations may impose significant costs of compliance on the Company and may impact our competitiveness through restricting our ability to do business in certain places or with certain entities and individuals. Any failure to comply with trade regulations could limit our ability to conduct business internationally.

Sales and Marketing

A staff of salaried marketing managers, product managers and sales personnel sell and market our products directly to customers worldwide. We also use independent authorized distributors for certain products, markets, and regions. In addition, we operate various sales representation offices globally.

Competition

In the production and sale of advanced composites, we compete with a number of U.S. and international companies on a worldwide basis. The broad markets for composites are highly competitive, and we have focused on both specific sub-markets and specialty products within markets. In addition to competing directly with companies offering similar products, we compete with producers of substitutes for composites such as metal, structural foam, and wood. Depending upon the material and markets, relevant competitive factors include technology, product performance, historical database of usage, delivery, service, price, customer preference for sole sourcing and customer preferred processes.

We believe that new competitors face significant barriers to entry into many of our markets. These barriers include the intellectual property and unique skills and expertise to design and manufacture carbon fiber and to formulate resin systems for aerospace applications, an extensive database of qualification and performance measurements of our products, the advantages of scale derived from significant global manufacturing capacity for aerospace-grade carbon fiber, and long-term customer relationships developed over decades of designing, manufacturing and working closely with our customers on composite applications. Further, the aerospace industry has rigorous product certification requirements and quality programs including one hundred percent traceability of all raw material and finished goods, and high expectations for consistent on-time delivery, which all act as barriers to entry.

Human Capital

We believe our success depends on the skills, experience, and industry knowledge of our key talent. As such, our management team places significant focus and attention on the attraction, development, and retention of employees, as well as ensuring our corporate culture reflects Hexcel's our values, and our board of directors provides oversight for various employee initiatives. Our Hexcel values guide our actions, reflect our culture, and drive our performance, as explained in our Code of Business Conduct posted on our website at www.hexcel.com. We have made and continue to make significant investments in training and professional development, and we have well-established performance management and talent development processes that encourage employees to aspire to different career opportunities and for our managers to provide regular feedback and coaching to develop employees.

The health and safety of our employees is also a continual focus and a top priority. Over the past ten years, our focus on the reduction of Our initiatives and actions to reduce injuries and illnesses has significantly improved have led to significant improvements to our safety performance. performance over time. We have attained these improvements by fostering a global safety culture supported with regular training and education that includes robust systems and philosophies centered on personal

responsibility and accountability. There is a high-level of leadership engagement, ensuring risks are assessed, robust procedures and guidance are available with worker training, mitigation is managed through the hierarchy of management controls, and appropriate safety equipment is installed and operational at all of our manufacturing sites worldwide. We also have leading indicators in place to prevent safety events, and rigorous reviews of root causation and systemic corrective actions when safety incidents do occur. Hexcel achieved corporate umbrella certification for both ISO14001:2015 and ISO 45001:2018 in 2019. Attaining both certifications against world renowned management system standards reflects the commitment of senior Hexcel leadership to drive continuous improvement in our EHS environmental, health and safety processes, by focusing on the reduction of injuries and illnesses and the impact of our operations on the environment, ensuring conformance to our numerous compliance obligations, and demonstrating sustainability as a valued supplier.

An engaged, innovative, skilled, and collaborative workforce is critical to our continued leadership in the advanced composites industry. We operate globally under policies and programs that provide competitive wages, benefits, and terms of employment. We are committed to efforts to increase diversity and foster an inclusive work environment that supports our global workforce through recruiting efforts, equitable compensation policies, and educational workshops to promote a positive and collaborative culture. Our diversity recruitment efforts include targeted university recruitment and attendance at conferences promoting racial and gender diversity in engineering, which have historically been a major source of candidates for our summer internship program and Early Career Program for new hires.

Employee levels are managed to align with business demand and, while we have experienced and continue to expect tight labor markets, management believes it currently has sufficient human capital to operate its our business successfully. As of December 31, 2022 December 31, 2023, we employed 5,328 5,590 full-time employees and contract workers: 2,835 2,936 in the United States and 2,493 2,654 in other countries. We employ a minimal number of contract workers. Approximately 22% 30% of employees in the United States and the majority of those in Europe are represented by unions or works' councils. We believe that our relations with employees, unions and works' councils are

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good. The total number of full-time employees and contract workers as of December 31, 2021 December 31, 2022 and 2020 2021 was 5,328 and 4,863, and 4,647, respectively.

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Other Information

Our internet website is www.hexcel.com. Information contained on or accessible through, including any reports available on, our website is not a part of, and is not incorporated by reference into, this Annual Report on Form 10-K or any other report or document we file with the Securities and Exchange Commission ("SEC"). Any reference to our website in this Annual Report on Form 10-K is intended to be an inactive textual reference only. We make available, free of charge through our website, our Form 10-Ks, 10-Qs and 8-Ks, and any amendments to these forms, as soon as reasonably practicable after filing with, or furnishing to, the SEC.

Forward-Looking Statements

This report contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements relate to analyses and other information that are based on forecasts of future results and estimates of amounts not yet determinable. These statements also relate to future prospects, developments and business strategies. These forward-looking statements are identified by their use of terms and phrases such as “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “plan,” “potential,” “predict,” “project,” “should,” “seek,” “target,” “would,” “will” and similar terms and phrases, including references to assumptions. Such statements are based on current expectations, are inherently uncertain and are subject to changing assumptions. No assurance can be given that any commitment, plan, initiative, projection, goal, expectation, or prospect set forth in this Annual Report on Form 10-K can or will be achieved. Inclusion of information in this Annual Report on Form 10-K is not an indication that the subject or information is material to our business or operating results

Such forward-looking statements include, but are not limited to: (a) the estimates and expectations based on aircraft production rates provided by Airbus, Boeing and others; (b) others and the revenues we may generate from an aircraft model or program; (c) the impact of the push-out in deliveries of the Airbus and Boeing backlog and the impact of delays in the startup or ramp-up of new aircraft programs or the final Hexcel composite material content once the design and material selection have been completed; (d) (b) expectations with regard to the impact of regulatory activity related to or the build rate of, the Boeing 737 MAX or Boeing 787 and the related impact on our revenues; (e) (c) expectations with regard to raw material cost and availability; (f) (d) expectations of composite content on new commercial aircraft programs and our share of those requirements; (g) (e) expectations regarding revenues from space and defense applications, including whether certain programs might be curtailed or discontinued; (h) (f) expectations regarding sales for wind energy, recreation, automotive and other industrial applications; (i) (g) expectations regarding cash generation, working capital trends, and expenditures and inventory levels; (j) (h) expectations as to the level of capital expenditures, and capacity, including the timing of completion of capacity expansions, and qualification of new products; (k) (i) expectations regarding our ability to improve or maintain margins; (l) (j) expectations regarding our ability to attract, motivate, and retain the workforce necessary to execute our business strategy; (m) our (k) projections regarding our tax rate; (l) expectations with regard to the continued impact of macroeconomic factors or geopolitical issues or conflicts; (m) expectations regarding our strategic initiatives, including our sustainability goals; (n) expectations with regard to the impact effectiveness of macroeconomic factors, including the ongoing effects the COVID-19 pandemic and the conflict between Russia and Ukraine and inflationary cost pressures and related decreases in discretionary spending, among other factors, on worldwide air travel and aircraft programs, as well as on our customers and suppliers and, in turn, on our operations and financial results; cybersecurity measures; (o) expectations regarding our strategic initiatives and other goals, including, but not limited to, our sustainability goals; (p) expectations regarding the sale of certain of our assets; (q) expectations with regard to cybersecurity measures taken to protect confidential and proprietary information; (r) expectations regarding the outcome of legal matters or the impact of changes in laws or regulations or government policies; regulations; and (s) the anticipated impact of the above factors and various market risks on (p) our expectations of financial results for 2023 2024 and beyond.

Such forward-looking statements involve known and unknown risks, uncertainties and other factors, some of which are beyond our control, that may cause actual results to be materially different. Such factors include, but are not limited to, the following: the extent of the impact of macroeconomic factors including the COVID-19 pandemic and the conflict between Russia and Ukraine (including continued disruption in global financial markets and supply chains, inflation and related decreases in discretionary spending, labor shortages, and reduced demand for air travel) on the operations, business and financial condition of Hexcel and its

customers and suppliers; or geopolitical issues or conflicts; reductions in sales to any significant customers, particularly Airbus or Boeing, including related to regulatory activity or public scrutiny impacting the Boeing 737 MAX or the Boeing 787, as well as due to the impact of the COVID-19 pandemic or other geopolitical events or conditions, including the Russia/Ukraine conflict; 787; our ability to effectively adjust production and inventory levels to align with customer demand; our ability to effectively motivate, retain and hire the necessary workforce; the availability and cost of raw materials, including the impact of supply shortages and inflation; supply chain disruptions, which have been exacerbated by the conflict between Russia and Ukraine; inflation; our ability to successfully implement or realize our business strategies, plans, goals and objectives of management, strategic initiatives, including our sustainability goals and any restructuring or alignment activities in which we may engage; changes in sales mix; changes in current pricing and due to cost levels, including cost inflation, as well as increasing energy prices resulting from the conflict between Russia and Ukraine; levels; changes in aerospace delivery rates; changes in government defense procurement budgets; changes in military aerospace program technology; timely new product development or introduction; industry capacity; increased competition; our ability to install, staff and qualify necessary capacity or complete capacity expansions to meet customer demand; cybersecurity-related risks, including the potential impact of breaches or intrusions; currency exchange rate fluctuations; changes in political, social and economic conditions, including but not limited to, the effect of change in global trade policies, such as sanctions imposed as a result of the conflict between Russia and Ukraine; sanctions; work stoppages or other labor disruptions; our ability to

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successfully complete any strategic acquisitions, investments or dispositions; compliance with environmental, health, safety and other related laws and regulations, including those related to climate change; the effects of natural disasters or other severe weather events, which may be worsened by the impact of climate change, and other severe catastrophic events, including any public health crisis; the potential impact of environmental, social and governance matters; and the unexpected outcome of legal matters or impact of changes in laws or regulations.

Although we believe that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect our actual results of operations and could cause actual results to differ materially from those expressed in the forward-looking statements. As a result, the foregoing factors should not be construed as exhaustive and should be read together with other cautionary statements included in this and other reports we file with the SEC. For additional information regarding certain

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factors that may cause our actual results to differ from those expected or anticipated, see the information under the caption "Risk Factors," which is located in Item 1A of Part I of this report. We do not undertake any obligation to update our forward-looking statements or risk factors to reflect future events or circumstances, except as otherwise required by law.

ITEM 1A. Risk Factors

You should carefully consider carefully the following risk factors and all other information contained in this Annual Report on Form 10-K and the documents we incorporate by reference in this Annual Report on Form 10-K. Any of the following risks could materially and adversely affect our business, financial condition, results of operations and cash flows. While we believe we have identified and discussed below the material risks affecting our business, there may be additional risks and uncertainties that we do not presently know or that we do not currently believe to be material that may adversely affect our business, financial condition, results of operations or cash flows in the future, and may require significant management time and attention. You should not interpret the disclosure of any risk factor to imply that the risk has not already materialized.

Risks Related to Our Strategy

The markets in which we operate can be cyclical, and downturns in them may adversely affect the results of our operations.

Some of the markets in which we operate have been, to varying degrees, cyclical and have experienced downturns. A downturn in these markets could occur at any time as a result of events that are industry specific, such as aircraft production slowdown resulting from the impact of the COVID-19 pandemic a public health crisis on air travel, the grounding, and/or regulatory scrutiny and/or suspension or discontinuation of the Boeing 737 MAX and the Boeing 787, aircraft in which our products are used, or other macroeconomic events, such as geopolitical conditions, global conflict, political unrest or terrorist attacks, or an economic downturn or recession. Any deterioration in any of the cyclical markets we serve could adversely affect our financial performance and operating results, as occurred during 2020 and 2021 with respect to the Commercial Aerospace industry results.

During both 2020 and 2021, due to the impact of the COVID-19 pandemic on Commercial Aerospace, we experienced a material decrease in demand, resulting in order cancellations and deferrals from our Commercial Aerospace customers, which resulted in decreased sales for our Commercial Aerospace products and reduced operating income for the years ended December 31, 2021 and 2020. To the extent there are any further significant deferrals, cancellations, or reductions in demand results that result in decreased aircraft build rates, including as a result of the continued impact of the COVID-19 pandemic, it would have a further negative impact on sales for our Commercial Aerospace products and as a result reduce our operating income. Approximately 58% 60% of our sales for 2022 2023 were derived from sales to the Commercial Aerospace industry. Reductions in demand for commercial aircraft or a delay in deliveries could result from many factors, including delays in the startup or ramp-up of new programs, suspension or discontinuation of current commercial aircraft programs, changes in the propensity for the general public to travel by air (including as a result of terrorist events and any subsequent military response, a public health crisis such as the COVID-19 pandemic, or a global conflict, such as the Russia/Ukraine conflict), a significant change in the cost of aviation fuel, a change in technology resulting in the use of alternative materials, environmental concerns (including climate change), consolidation and liquidation of airlines, availability of funding for new aircraft purchases or leases, inventory corrections or disruptions throughout the supply chain and slower macroeconomic growth.

At different times, both Airbus and Boeing have experienced various delays in the start and ramp up of several aircraft programs. In the past, these have delayed our expected growth, or our effective utilization of capacity installed for such growth. Future delays, or production cuts arising from the impact of the COVID-19 pandemic, any future public health crisis macroeconomic events, geopolitical conditions, global conflict or other macroeconomic event supply chain and labor disruptions, in these or other major new customer programs could similarly impact our results.

In addition, our customers continue to emphasize the need for cost reduction or other improvements in contract terms throughout the supply chain. In response to these pressures, we may be required to accept increased risk or face the prospects of margin compression on some products in the future. Where possible, we seek to offset or mitigate the impact of such pressures through productivity and performance improvements, cost index contractual provisions, hedging and other actions, which may not be successful.

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A significant decline in business with Airbus, Boeing, or other significant customers could materially impact our business, operating results, prospects, and financial condition.

We have concentrated customers in the Commercial Aerospace and the Space & Defense markets. In the Commercial Aerospace market, approximately 79%, and in the Space & Defense market, approximately 21% 20%, of our 2022 2023 sales were made to Airbus and Boeing and their related subcontractors. For the years ended December 31, 2022 December 31, 2023 and December 31, 2021 December 31, 2022, approximately 38% 39% and 33% 38% of our total consolidated sales, respectively, were to Airbus, and its related subcontractors and approximately 14% 15% and 16% 14% of our total consolidated sales, respectively, were to Boeing and its related subcontractors. Significant changes in the demand for our customers' end products, program delays, the share of their requirements that is awarded to us or changes in the design or materials used to construct their products could result in a significant loss of business with these customers. The loss of, or significant reduction in, purchases by Airbus or Boeing or any of our other significant customers could materially impair our business, operating results,

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prospects and financial condition. The level of purchases and product mix demanded by our customers is often affected by events beyond their control, including general economic conditions, demand for their products, conditions in the airline industry, regulatory scrutiny and/or suspension or discontinuation of aircraft, disruptions in deliveries, business disruptions, strikes and other factors, including the previous grounding of the Boeing 737 MAX by the Federal Aviation Administration and other regulators and the regulatory scrutiny of the Boeing 787 causing production delays, and the effects of the COVID-19 pandemic on air travel and general economic conditions. Further delays in the production ramp-up of the Boeing 737 MAX or the Boeing 787, and the continued impacts of the COVID-19 pandemic, which could have a material adverse effect on our business, financial condition, results of operations, and cash flows.

Reductions in space and defense spending could result in a decline in our sales.

Space and defense production that has occurred in recent years may not be sustained, individual programs important to Hexcel may be cancelled, production may not continue to grow or may decrease and the increased demand for composite-intensive programs may not continue. In addition, the production of military aircraft depends upon defense budgets and the related demand for defense and related equipment. Approximately 29% 30% of our sales in 2022 2023 were to the Space & Defense market, of which approximately 78% 80% were related to military programs in the United States and other countries. In addition to normal business risks, our indirect supply of products to the U.S. government is subject to unique risks largely beyond our control.

The level of U.S. defense spending is hard to predict, and U.S. Department of Defense budgets could be negatively impacted by several factors, including, but not limited to, a change in defense spending policy as a result of the current political environment or otherwise, military aid to Ukraine, countries experiencing global conflict, the U.S. government's budget deficits or breach of the debt ceiling, other spending priorities, increased defense regulatory requirements resulting in additional expenses, the cost of sustaining the U.S. military presence internationally, and possible potential political pressure to reduce military spending and future potential government shutdowns, each of which could cause the U.S. Department of Defense budget to remain unchanged or to decline.

If we fail to comply with government procurement including information security, laws and regulations, including those related to information security, we could lose business and be liable for various penalties or sanctions.

We must comply with laws and regulations relating to the formation, administration, and performance of U.S. government contracts, including the government security requirements and additional government export control laws and regulations, as well as certain cybersecurity certifications and other cybersecurity requirements. These regulations and other requirements regularly evolve, and new laws, regulations or procurement requirements or changes to current ones (including, for example, regulations related to cybersecurity, privacy, information classification and protection, greenhouse gas emissions and climate risk, cost accounting, recovery of employee compensation costs, counterfeit parts, pensions, anti-human trafficking, specialty metals, conflict minerals and use of certain non-U.S. equipment and materials) could significantly increase our costs and risks and reduce our profitability. In complying with these laws and regulations, we may incur significant costs, and non-compliance may result in the imposition of fines and penalties, including contractual damages. If we fail to comply with these laws and regulations or if a government audit, review, or investigation uncovers improper or illegal activities, we may be subject to civil penalties, criminal penalties, or administrative sanctions or suspension or debarment from contracting with the U.S. government. In addition, failure to follow the requirements of the National Industrial Security Program Operating Manual or any other applicable U.S. government industrial security regulations could, among other things, result in termination of any facility security clearance, which in turn would preclude us from being awarded classified contracts or, under certain circumstances, performing on our existing classified contracts.

If we are unable to develop new products on a timely basis, it could adversely affect our business and prospects.

We believe that our future success depends, in part, on our ability to develop, on a timely basis, technologically advanced products that meet or exceed current industry standards, including developing products with an improved environmental footprint that continue to contribute to the environmental sustainability goals of our customers. Although we believe we have certain technological and other advantages over our competitors, maintaining such advantages will require us to continue investing in research and development and sales and marketing. There can be no assurance that we will be able to make the technological advances necessary to maintain such competitive advantages or that we can recover major research and development expenses.

Acquisitions, divestitures, mergers, business combinations or joint ventures may entail certain operational and financial risks.

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Over the past several years, we have completed strategic acquisitions of complementary manufacturing companies, as well as strategic investments in companies, companies and divestitures of certain interests. We expect to continue to explore complementary mergers, acquisitions, investments and joint ventures and may also pursue additional divestitures or closures of business lines or investments that do not fit with our core strategy. We may also engage in further vertical integration, integration

and business restructuring. We may face competition for attractive targets and may not be able to acquire potential targets on terms or at prices acceptable to us, if at all. In addition, these types of transactions may require significant liquidity, which may not be available on terms favorable to us, or at all.

We cannot provide any assurance that we will realize the intended benefits from any such transactions. The process of integrating acquired businesses into our existing operations may result in unforeseen operating difficulties and may require additional financial resources and attention from management that would otherwise be available for the ongoing development or expansion of our existing operations. Even if successfully integrated, the acquired business may not achieve the results we expect or produce expected benefits in the time frame planned. In addition, we may not be able to successfully complete any strategic divestitures in a timely manner, or at all.

Risks Related to Our Operations

The global macroeconomic environment could negatively impact our business and our financial position, results of operations and/or cash flows could be materially adversely affected.

Our business, has financial position, results of operations and cash flows have been and may continue to be adversely affected impacted by the COVID-19 pandemic.

The COVID-19 pandemic created significant uncertainty global macroeconomic environment, which has experienced, and economic disruption continues to experience, extraordinary challenges, including high rates of inflation; increasing interest rates; widespread disruptions in supply chains; workforce challenges, including labor shortages; and has negatively market volatility. These challenges have, among other things, led to increased costs, labor and supply shortages, and transportation and performance delays and disruptions and have adversely affected us, our industry, our customers and suppliers and others with whom we do business. We (including our suppliers and other partners) have and may continue to negatively affect, experience inflationary pressures, supply chain disruption and labor, material and transportation cost increases at a rate higher than anticipated. Given the nature of our business and our contracts (many of which are fixed price and of long duration), we may be unable to recover some of these increased costs or to offset such costs with greater than expected efficiencies. While some aspects of the macroeconomic environment appear to be improving, and we have been able to mitigate some of the challenges, other challenges persist. We cannot predict how long these challenges will persist or how they will change over time, or how the macroeconomic environment will evolve and continue to impact us. While we continue to work proactively to mitigate these challenges, if we are unable to do so successfully, our financial position, results of operations of the Company. The impacts of the COVID-19 pandemic caused (a) disruption to our global manufacturing operations as a result of government and other regulatory requirements and restrictions and the health and availability of onsite personnel; (b) significant reductions in demand for commercial aircraft and therefore our products, as a result of travel restrictions and a decrease in the propensity for air travel; (c) global supply chain disruptions resulting in shortages in necessary raw materials and cost inflation; and (d) market volatility, resulting in a significant decline in our stock price and impacting our ability to declare dividends, conduct share buybacks, and

comply with the covenants contained in the agreements that govern our indebtedness resulting in amendments to ensure continued compliance. There is no guarantee our efforts to mitigate the adverse impacts of COVID-19 will and/or cash flows could be effective or that such impacts will not recur.

We cannot predict at this time the full extent to which the COVID-19 pandemic will materially adversely impact our business, results, and financial condition, which will depend on many factors that are currently not known. These include, among others, (i) the duration, scope and severity of the pandemic; (ii) the continued effectiveness of the actions taken to contain the virus or treat its impact; (iii) the extent of further disruption to the manufacturing of and demand for our products and our ability to adjust our production schedules to align with changing demand; (iv) the effectiveness of our past and any potential future restructuring actions; and (v) the extent to which global economic and operating conditions, including air travel and business spending, return to their pre-pandemic levels. Even after the COVID-19 pandemic has subsided, we may experience an impact to our business as a result of any economic downturn that has occurred or may occur in the future.

In addition to the foregoing, many of the risk factors disclosed herein have been, and we anticipate may continue to be further, heightened or exacerbated by the impact of the COVID-19 pandemic. affected.

Our results of operations would be adversely affected by a shortage of trained personnel or work stoppages, and may be adversely affected by increasing labor costs.

Our business has historically been dependent on a highly trained workforce because of the complex nature of our products. Furthermore, as of December 31, 2022 December 31, 2023, approximately 22% 30% of employees in the United States were unionized and the majority in Europe were represented by a works' works council. We periodically need to renegotiate our collective bargaining and works' works council agreements, and any failure to negotiate new agreements or extensions in a timely manner could result in work stoppages or slowdowns. Our ability to hire, train, assimilate and retain a qualified workforce has also been impacted by the ongoing labor market disruptions. If we are unable to hire and retain a sufficient number of trained personnel, or we experience a significant or prolonged work stoppage in such an environment, including due to salary negotiation challenges with employees covered by collective bargaining or works' works council agreements, our ability to secure new business and our results of operations and financial condition could be adversely affected. In 2022 and 2023, in addition to labor shortages, we also experienced an increase increases in labor costs in the countries in which we operate due to rising inflation rates and localized labor market disruptions. Further increases in labor costs could significantly reduce our profit margins if we are unable to flow such costs through to our customers.

Our ability to attract, retain and motivate key employees is vital to our success.

Our success, competitiveness and ability to execute on our global strategies and maintain a culture of innovation depend in large part on our ability to attract, retain and motivate qualified employees and leaders with expertise and capabilities, representing diverse backgrounds and experiences. Achieving this objective may be difficult due to many factors, including fluctuations in global

economic and industry conditions, such as the impact of inflation, management changes, increasing local and global competition for talent, particularly due to the increase in remote working opportunities, resulting from the COVID-19 pandemic, the availability of qualified employees, restructuring and alignment activities (including workforce reductions), and the attractiveness of our

compensation and benefit programs. If we are unable to attract, retain and motivate qualified employees and leaders, we may be unable to fully capitalize on current and new market opportunities, which could adversely impact our business and results of operations. The loss or retirement of employees presents particular challenges to the extent they involve the departure of knowledgeable and experienced employees and the resulting need to identify and train existing or new candidates to perform necessary functions, and ineffective succession planning could result in unexpected costs, reduced productivity, and/or difficulties with respect to internal processes and controls. There is also the risk that we are unable to achieve our diversity, equity and inclusion objectives or, more broadly, to meet diversity or other sustainability goals increasingly required by our stockholders, customers, employees and other stakeholders. If we are unable to attract and retain a qualified and diverse workforce, we may be unable to maintain our competitive position and our future success could be materially adversely affected.

We have engaged in restructuring and alignment activities from time to time and there can be no assurance that our efforts will have the intended effects.

From time to time, we have responded to changes in our industry and the markets we serve, or other changes in our business, by restructuring or aligning our operations, including actions taken during 2020 and 2021 as a result of the impact of the COVID-19 pandemic, the closure of our Windsor, Colorado and Tianjin, China wind energy prepreg production facilities in 2020 and 2022, respectively, and the movement of our Research and Technology Center from Dublin, California to Salt Lake City, Utah. Due to necessary cost reduction measures or changes in the industry and markets in which we

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compete, we may decide to implement additional restructuring or alignment activities in the future, such as closing plants, idling certain equipment or operations, or making additions, reductions or other changes to our management or workforce. These restructuring and/or alignment activities generally result in charges and expenditures that may adversely affect our financial results for one or more periods. Restructuring and/or alignment activities can also create unanticipated consequences, such as instability or distraction among our workforce, and we cannot provide any assurance that any restructuring or alignment efforts that we undertake will be successful, result in the intended benefits. A variety of risks could cause us not to realize expected cost savings, including, among others: (a) higher than expected severance costs related to headcount reductions; (b) higher than expected costs of closing plants; (c) incurring costs to hire new employees or delays or difficulty hiring the employees needed; and (d) delays in the anticipated timing of activities related to our cost-saving plan. If we are unable to align our operations in light of evolving market conditions, it could have an adverse effect on our business, financial condition, results of operations, and cash flows.

A decrease in supply, interruptions at key facilities or an increase in cost of raw materials could result in a material decline in our profitability.

Our profitability depends largely on the price and continuity of the supply of raw materials, which may be supplied through a sole source or a limited number of sources. We purchase large volumes of raw materials, such as epoxy and phenolic resins, acrylonitrile, carbon fiber, fiberglass yarn, aramid paper and, to a lesser extent, aluminum foil. Any restrictions on the supply or an resulting from geopolitical conditions, extreme weather events, availability of global logistics, increase in the cost including any

impact of inflation or resulting from tariffs, of our raw materials including increases resulting from inflation or tariffs, or other unforeseen disruptions in the supply chain could significantly reduce our profit margins. Efforts to mitigate restrictions on the supply or price increases of these raw materials by through long-term purchase agreements, productivity improvements, multi-source qualifications, use of alternative materials, hedging or by flowing through cost increases to our customers may not be successful. In addition, increasing prices of our products could put such products at a competitive disadvantage. During 2021 and 2022, recent years, as a result of the challenges created by global supply and transportation issues, the Russia/Ukraine constraints, ongoing global conflict, the COVID-19 pandemic and market volatility, we experienced supply disruptions and cost increases and anticipate that the risk of supply disruptions and material shortages, as well as cost increases, will may continue. While we have not experienced materially significant issues in the purchase of key raw materials, we continue to monitor the availability (including transportation) and price of raw materials on a regular basis, as well as any potential impact on our operations.

The occurrence of material operational problems or interruptions, including, but not limited to, as a result of the failure of key equipment, a quality or financial failure of a sole source or major supplier, the effects of natural disasters or climate change-related events, the continued impact of the COVID-19 pandemic or other any public health crises, ongoing supply chain disruptions and supply shortages, energy disruption caused by the Russia/Ukraine ongoing global conflict, the inability to install, staff and/or qualify necessary capacity, political or social unrest, the failure to achieve planned manufacturing improvements or other causes, or any other inability to meet customer requirements, may have a material adverse effect on the productivity and profitability of a particular manufacturing facility, and could have a material effect on the Company as a whole.

We have substantial international operations subject to uncertainties which that could affect our operating results.

We believe that revenue from sales outside the U.S. will continue to account for a material portion of our total revenue for the foreseeable future. In 2022, 48% 2023, 50% of our production and 58% 59% of our customer sales occurred outside of the United States. Additionally, we have invested significant resources in our international operations, and we intend to continue to make such investments in the

future. Our business and results of operations are subject to numerous risks of doing business internationally including: (a) general economic, political, legal, social and health conditions unfavorable to our growth strategy, including the impact of a public health crisis, such as the COVID-19 pandemic, or the impact of rising inflation rising and other global economic conditions on labor and supply costs and availability; availability, changes in currency exchange rates, geopolitical conditions and global conflicts; (b) longer payment cycles of foreign customers or challenges in enforcing agreements and collecting receivables through some certain foreign legal systems; (c) the cost of compliance with international trade laws of all of the countries in which we do business, including export control laws, relating to sales and purchases of goods and equipment and transfers of technology; (d) government actions having a direct or indirect adverse impact on our international business and market opportunities, including, but not limited to, tariffs and other trade restrictions imposed by the United States, China and other jurisdictions; (e) adverse tax consequences, such as fluctuating tax rates, withholding requirements on foreign earnings or limitations on repatriations of earnings; and (f) the potential difficulty in enforcing our intellectual property rights in some certain foreign countries, and the potential for the intellectual property rights of others to affect our ability to sell products in certain markets. Any one of these could adversely affect our financial condition and results of operations. With respect to tariffs, implementation of new tariff schemes by various governments, such as those implemented by the United States and China in recent years, could potentially increase the costs of our materials, increase our cost

of production, and ultimately increase the landed cost of our products sold from one country into another country. In addition, although we are not experiencing direct material adverse effects on our business resulting from the conflict between Russia and Ukraine, ongoing global conflicts, the global implications, including increased inflation, escalating energy costs, and constrained raw material availability, and thus increasing costs, as well as embargos on flights from Russian airlines, certain countries, are impacting the global economy and the aerospace industry in particular.

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Fluctuations in currency exchange rates may influence the profitability and cash flows of our business. For example, most of our European operations sell a majority of the products they produce in U.S. dollars, yet the labor and overhead costs and portions of raw material costs incurred in the manufacture of those products are primarily denominated in Euros, British pound sterling or U.S. dollars. As a result, the local currency margins of goods manufactured with costs denominated in local currency, yet sold in U.S. dollars, will vary with fluctuations in currency exchange rates, reducing when the U.S. dollar weakens against the Euro and British pound sterling. In addition, the reported U.S. dollar value of the local currency financial statements of our foreign subsidiaries will vary with fluctuations in currency exchange rates. While we enter into currency hedge agreements in an attempt to mitigate these types of fluctuations, we cannot remove all fluctuations or hedge all exposures, or we may not be successful in hedging our exposure, and our earnings are impacted by changes in currency exchange rates.

We currently do not have political risk insurance in the countries in which we conduct business. While we carefully consider these risks when evaluating our international operations, we cannot provide assurance that we will not be materially adversely affected as a result of such risks.

We could be adversely affected by environmental and safety requirements, as well as legal, regulatory or market measures to address climate change.

Our operations require the handling, use, storage, transport and disposal of certain regulated materials and wastes. As a result, we are subject to various laws and regulations pertaining to pollution and protection of the environment, health, and safety. These requirements govern, among other things, emissions to air, discharge to waters, the generation, handling, storage, transport, treatment and disposal of regulated materials and waste, and remediation of contaminated sites. We have made, and will continue to make, capital and other expenditures in order to comply with these laws and regulations. These laws and regulations are complex, change frequently and could become more stringent in the future.

In some cases, regulatory bodies have decided and may decide in the future to limit or ban certain materials we use in our manufacturing process due to potentially significant health and safety risks to people or the environment. Such limitations or bans have resulted in, and may in the future require us to consider, the use of alternative raw materials or changes to our method of operations. Such alternatives often require customer approval and may result in additional costs, including higher raw material expenses, changes in operational methods, and additional customer qualifications. The formulation changes could also impact the utility of our products.

We have been named as a “potentially responsible party” under Superfund or similar state laws at certain former and current sites requiring clean up. These laws generally impose liability for costs to investigate and remediate contamination without regard to fault. Under certain circumstances, liability may be joint and several, resulting in one responsible party being held responsible for the entire cleanup obligation. Liability may also include damages to natural resources. We have incurred and likely will continue to incur expenses to investigate and clean up certain of our existing and former facilities, for which we believe we have adequate reserves. The ongoing operation of our manufacturing plants also entails environmental risks, and we may incur material costs or liabilities in the future that could adversely affect us. Although most of our properties have been the subject of environmental site assessments, there can be no assurance that all potential instances of soil and groundwater contamination have been identified, even at those sites where

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assessments have been conducted. Accordingly, we may discover previously unknown environmental conditions and the cost of remediating such conditions may be material. See Note 16 to the consolidated financial statements included elsewhere in this Annual Report on Form 10-K.

We may also be required to comply with evolving environmental, health and safety laws, regulations or requirements that may be adopted or imposed in the future or to address newly discovered information or conditions that require a response. As our business expands to meet customer and market demands, and community growth impacts local ambient air and water limits, additional controls are anticipated to be required.

In particular, addition, concerns about the relationship between greenhouse gases and global climate change, and an increased focus on carbon neutrality, has resulted, and may continue to result, in additional regulations at the national and international level to monitor, regulate, control and tax emissions of carbon dioxide and other greenhouse gases. A number of governmental bodies have introduced or are contemplating legislative or regulatory changes in response to climate change, including regulating greenhouse gas emissions, and there continues to be a emissions. The continued lack of consistent climate legislation which creates economic and regulatory uncertainty. The outcome of new legislation or regulation in the U.S. and other jurisdictions in which we operate has resulted in, and may in the future result in, new or additional requirements, including mandatory disclosure requirements, and fees or restrictions on certain activities. Our manufacturing plants use energy, including electricity and natural gas, and some of our plants emit amounts of greenhouse gases that may in the future be affected by these legislative and regulatory efforts. Compliance with greenhouse gas and climate change initiatives has resulted, and may in the future result in, additional costs to us, including increased energy, transportation and raw material costs, additional taxes,

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reduced emission allowances or additional restrictions on production or operations. We may also expect we will be required to make additional investments in our facilities and equipment, change our manufacturing processes, obtain substitute materials, which may cost more or be less available or harder to source, fund offset projects, or undertake other costly activities. In addition, failure to comply with applicable regulations could result in fines and or government investigations or actions, which could affect our

business, financial condition, results of operations and cash flows. We could also face increased costs related to defending and resolving legal claims and other litigation related to climate change and the alleged impact of our operations on climate change.

In addition to regulatory compliance obligations related to climate change, growing customer environmental and sustainability requirements, including procurement policies that include social and emissions reduction or other environmental standards and requirements that their suppliers are required comply with, as well as sustainability goals and targets that we have adopted, could cause us to alter our manufacturing, operations or equipment processes, and incur substantial expense to meet these requirements. We are actively reviewing and implementing projects to reduce our energy intensity and greenhouse gas emissions, but there is no guarantee that such options or projects may will be technologically and/or environmentally feasible, or that we will be able to implement any such projects on a timely or cost-effective basis. The failure to comply with such customer environmental or sustainability requirements, or similar types of requests, could adversely affect our relationships with some such customers, which in turn could adversely affect our business, financial condition, results of operations and cash flows. Furthermore, our reputation could be damaged if we or others in our industry do not act, or are perceived not to act, responsibly with respect to our impact on the environment, or if we fail to achieve our sustainability goals or targets, which could limit our ability to grow and otherwise adversely affect our results of operations.

Our business and operations may be adversely affected by cybersecurity breaches or other information technology system or network intrusions.

We depend heavily on information technology and computerized systems to communicate and operate effectively. We store sensitive data, including proprietary business information, intellectual property, regulated data (U.S. government and other), customer data and confidential employee or other personal data, in our systems. In addition to internal information technology systems, we leverage cloud-based systems, where data is stored and exchanged with external third-party vendors. From time to time, we experience attempted cyberattacks on our information technology systems, including vendor-hosted systems, either directly or indirectly via our supply chain or third-party vendors, which are becoming more sophisticated and could have a material impact on us. These cyberattacks, which could be related to industrial or foreign government espionage, activism, or financial motivations, continue to evolve and become more sophisticated and include attempting to covertly introduce malware to our systems, performing reconnaissance, phishing and other means of social engineering, impersonating authorized users, and stealing, corrupting, or restricting our access to data or otherwise compromising the integrity, confidentiality, and/or availability of our systems hardware and networks and the information on them, among other activities. To the extent artificial intelligence capabilities improve and are increasingly adopted, they may be used to identify vulnerabilities and craft increasingly sophisticated cybersecurity attacks, and vulnerabilities may be introduced from the use of artificial intelligence by us, our customers, suppliers and other business partners and third-party providers.

We continue to update our infrastructure, security tools, planning, employee training and processes to protect against security cybersecurity incidents, including both external and internal threats, and to prevent their occurrence or recurrence. We have implemented various measures, including technical security controls, employee training, comprehensive monitoring of our networks and systems, maintenance of backup systems and the use of disaster recovery capability. While Company personnel have been tasked to detect and investigate any security incidents, we cannot guarantee that such incidents, measures will be effective or sufficient to prevent a cyberattack, and future cyberattacks could still occur and may could go undetected and persist for an extended period of time. Such cyberattacks could lead to data corruption or loss of data and exposure of proprietary and confidential information, disruptions in or damage to critical systems, production downtimes or operational delays, and theft of data, funds, or intellectual property. property, and we may be unable to mitigate potential consequences of these attacks. In addition, we

face information technology security and fraud risks due to our increased reliance on remote work, which may create additional information security vulnerabilities and/or magnify the impact of any disruption in our information technology systems. The unauthorized use of our confidential or proprietary business information could harm our competitive position and reputation, reduce the value of our investment in research and development and other strategic initiatives, cause us to breach contractual commitments to our customers or other third parties, or otherwise adversely affect our business.

Our customers, partners, suppliers and subcontractors and others to whom we entrust confidential data, and on whom we rely to provide products and services, face similar threats and growing requirements, including ones for which others may seek to hold us responsible. We depend on such parties to implement adequate controls and safeguards to protect against and report cyber incidents. If such parties fail to deter, detect or report cyber incidents in a timely manner, we may suffer from financial and other harm, including to our information, operations, financial results, performance, employees and reputation.

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An intrusion may also cause operational stoppages or result in fines, penalties, litigation or governmental investigations and proceedings, increased mitigation and remediation expenses, diminished competitive advantages through reputational damages and increased operational costs. Further, cybersecurity and data protection laws and regulations continue to evolve, and are increasingly demanding, both in the U.S. and globally, which adds compliance complexity and may increase our costs of compliance and expose us to litigation, monetary damages, regulatory enforcement actions or fines in one or more jurisdictions. Additionally, we

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have incurred, and expect to continue to incur, costs to comply with increased cybersecurity protections and standards of our customers, including the U.S. government. While we carry cybersecurity insurance, we cannot be certain that our coverage will be adequate for liabilities actually incurred, that insurance will continue to be available to us on economically reasonable terms, or at all, or that any insurer will not deny coverage as to any future claim.

We operate our business in regions subject to natural disasters and other severe weather events and any disruption to our business resulting from such events will could adversely affect our revenue and results of operations.

We operate, and rely on suppliers who operate, in regions subject to natural disasters and other severe weather events. Extreme weather events and changing weather patterns present physical risks on existing infrastructure that may become more frequent or more severe as a result of factors related to climate change. In addition, the impacts of climate change on global water resources may result in water scarcity, which could in the future impact our ability to access sufficient quantities of water in certain locations and result in increased costs. We have in the past and will continue in the future to assess potential manufacturing and operational risks related to climate change, including risk of exposure to rising sea levels and significant rainfall, flooding, wildfire, drought, earthquake, hurricane or tornado events within our supply chain. We previously determined that we have a small percentage of our suppliers who manufacture in vulnerable locations, which may impact distribution of raw materials to our operations, although we have taken actions to mitigate the potential impact where possible. We also have two sites in the southeast

United States, a region vulnerable to severe weather events (i.e., hurricanes, tornadoes and floods), that are associated with excess warming. Although preventative measures may help to mitigate damage, such measures could be costly, and any disaster could adversely affect our ability to conduct business, including disrupting our supply of raw materials, damaging our manufacturing facilities or otherwise affecting production, transportation and delivery of our products, or affect demand for our products, and the insurance we maintain may not be adequate to cover our losses resulting from any business interruption resulting from a natural disaster or other severe weather events. Further, recurring extreme weather events could reduce the availability or increase the cost of insurance. Any future disruptions to our operations as a result of a natural disaster or severe weather event could have a material adverse impact on our liquidity, financial condition and results of operations.

Our business could be negatively impacted by sustainability/environmental, social and governance (“ESG”) matters and/or our reporting of such matters.

There is an increasing focus from certain investors, customers, employees, and other stakeholders concerning sustainability/ESG matters, and an increasing number of investors are requiring companies to disclose sustainability/ESG policies, practices and metrics. Our customers may require us to implement sustainability/ESG responsibility procedures or standards before they continue to do business with us. In addition, some investors use ESG criteria to guide their investment strategies, and may not invest in us, or divest their holdings of us, if they believe our policies relating to ESG matters are inadequate or, on the other hand, have a negative response to such policies as a result of anti-ESG sentiment. Additionally, we may face reputational challenges in the event that our sustainability/ESG policies, practices and metrics do not meet the standards set by certain constituencies, which are often inconsistent in approach.

In addition, from time to time, we communicate certain initiatives, targets or goals regarding sustainability/ESG matters. Although we intend to meet these commitments, we may be required to expend significant resources to do so, which could increase our operational costs. Further, there can be no assurance of the extent to which any of our commitments will be achieved, if at all; we could fail, or be perceived to fail, in our achievement of such initiatives, targets or goals, or we could fail in fully and accurately reporting our progress on such initiatives, targets and goals. In addition, we could be criticized for the scope of such initiatives, targets or goals or perceived as not acting responsibly in connection with these matters. Any such matters could have a material adverse effect on our business.

Risks Related to Our Common Stock

We cannot make any guarantees with respect to payment of dividends on, or repurchases of, our common stock.

In connection with the COVID-19 pandemic, in April 2020, we suspended We currently pay quarterly dividends; however, our dividend payments and stock repurchases. Our board of directors regularly evaluates our capital allocation strategy and dividend policy, and determined to declare our first quarterly dividend since the first quarter of 2020 on January 26, 2022. The Company declared a quarterly dividend throughout 2022. Any any future determination to pay, maintain or increase cash dividends will be at the discretion of our board of directors and will depend upon, among other factors, our results of operations, financial condition, capital requirements and

contractual or legal restrictions, including the requirements of our revolving credit facility and other financing agreements to which we may be a party. No assurance can be given that cash dividends will continue to be declared and paid at historical levels or at all.

Our share repurchase program does not have an expiration date, and we are not obligated to repurchase a specified number or dollar value of shares, on any particular timetable or at all. There can be no assurance that we will repurchase stock at favorable prices. As described above, activity We resumed repurchases under this our share repurchase program has been suspended, and there can be no assurance whether or when activity will resume. If resumed, in the third quarter of 2023, following suspension of repurchases in April 2020; however, the repurchase program may be suspended or terminated at any time and, even if fully implemented, may not enhance long-term stockholder value. The program, and any purchases under the program, may also be impacted by proposed SEC rules relating to company share repurchases, which are currently expected to be adopted in 2023.

Our amended and restated bylaws (the “bylaws”) provide that the Court of Chancery of the State of Delaware will be the exclusive forum for certain legal actions between us and our stockholders, which could discourage lawsuits against the Company and our directors and officers.

Our amended and restated bylaws provide to the fullest extent permitted by law that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware will be the sole and exclusive forum for any derivative action or proceeding brought on our behalf, any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers, employees or agents to us or our stockholders, any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law (the “DGCL”) or our restated certificate of incorporation, as amended (the “certificate of incorporation”), or amended and restated bylaws, or any action asserting a claim governed by the internal affairs doctrine of the State of Delaware.

To the fullest extent permitted by law, this exclusive forum provision applies to state and federal law claims, including claims under the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended (the “Exchange Act”), although the Company will not be deemed to have waived its compliance with the federal securities laws and the rules and regulations thereunder. The enforceability of similar choice of forum provisions in other companies’ organizational documents has been challenged in legal proceedings, and it is possible that, in connection with claims arising under federal securities laws or otherwise, a court could find the exclusive forum provision contained in the amended and restated bylaws to be inapplicable or unenforceable.

This exclusive forum provision may limit the ability of our stockholders to bring a claim in a judicial forum that such stockholders find favorable for disputes with the Company or our directors or officers, which may discourage such lawsuits against the Company and our directors and officers. Alternatively, if a court were to find this exclusive forum provision inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings described above, we may incur additional costs associated

with resolving such matters in other jurisdictions, which could negatively affect our business, results of operations and financial condition.

Certain provisions of our charter, certificate of incorporation, bylaws, and of the DGCL have anti-takeover effects and could delay, discourage, defer or prevent a tender offer or takeover attempt that a stockholder might consider to be in the stockholders' best interests.

Certain provisions of our charter certificate of incorporation and bylaws and the DGCL may have the effect of delaying or preventing changes in control if our board of directors determines that such changes in control are not in the best interests of the Company and its stockholders. Such provisions include, among other things, those that:

- prohibit stockholders from taking action by written consent and do not permit stockholders to call a special meeting;
- authorize the board of directors, without further action by the stockholders, to issue shares of preferred stock in one or more series, and with respect to each series, to fix the number of shares constituting that series, and establish the rights and terms of that series;
- establish advance notice procedures for stockholders to submit proposals and nominations of candidates for election to the board of directors to be brought before a stockholders meeting;
- allow our directors to establish the size of the board of directors (so long as the board of directors consists of at least three and no more than fifteen directors) and fill vacancies on the board of directors created by an increase in the number of directors (subject to the rights of the holders of any series of preferred stock to elect additional directors under specified circumstances);
- do not provide stockholders cumulative voting rights with respect to director elections;
- provide that the bylaws may be amended by the board of directors without stockholder approval, to the extent permitted by law; and
- do not opt out of Section 203 of the DGCL, which generally prohibits a Delaware corporation from engaging in a "business combination" with any interested stockholder (generally speaking, a stockholder who holds 15% or more

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of our voting stock) for three years from the date such stockholder becomes an interested stockholder, unless certain conditions are met.

These provisions may delay or discourage transactions involving an actual or potential change in the Company's control or change in the board of directors or management, including transactions in which stockholders might otherwise receive a premium for their shares of common stock or transactions that our stockholders might otherwise deem to be in their best interests. Accordingly, these provisions could adversely affect the price of our common stock.

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ITEM 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

At Hexcel, we are committed to the security of our products and services, the protection of employee, customer and Company data, and the safeguarding of our manufacturing capability. Our cybersecurity program is led by our Chief Information Officer ("CIO"), who has over 20 years of experience in information technology leadership and 10 years of experience directly overseeing our information security program and holds a Master of Business Administration in technology management. As a part of our cybersecurity program, we have engaged, and in the future may continue to engage, third-party consultants and advisors, including a third-party consultant with extensive experience designing, leading, and maintaining the implementation and assurance frameworks for organizational information, to provide virtual chief information security officer services, including establishing a security architecture, policies, practices, and response capabilities.

Our CIO regularly updates senior management on our cybersecurity risk governance and management and the status of ongoing efforts to strengthen cybersecurity effectiveness. Our board of directors views cybersecurity as a strategic priority and therefore maintains oversight of management's actions in implementing our overall cybersecurity program, with our CIO regularly reporting directly to our board of directors. The audit committee of the board of directors also periodically reviews the cybersecurity program as part of its oversight of the Company's internal audit function and insurance program.

As part of our cybersecurity program, we maintain various protections designed to safeguard against cyberattacks, including firewalls, anti-malware, intrusion prevention and detection systems, access controls and other encryption configurations and cybertechnologies, and continuously monitor and audit our information technology and data assets to detect any anomalies and to respond quickly to threats that may arise. We periodically conduct intrusion and penetration testing through third parties to evaluate our cybersecurity response capability. We also regularly conduct employee awareness training on email management (phishing), safe internet browsing, malware, and other cybersecurity risks and routinely communicate with employees about the potential for cybersecurity threats, including the latest adversary trends and social engineering techniques, and how to avoid them through our established communications channels.

We have adopted and implemented an approach to identify and mitigate cybersecurity risks within our overall enterprise risk management program that is based on a recognized framework established by the National Institute of Standards and Technology. The board of directors is responsible for overseeing management's enterprise risk management program, and receives regular reports on cybersecurity risk identification, monitoring and mitigation from our Chief Financial Officer as part of its review of that program, in addition to the regular reports received from the CIO as part of the board's overall cybersecurity program review.

As part of our cybersecurity risk management, we have established controls and procedures to guide the Company through an active threat or incident to the recovery of normal business, following industry-standard data protection standards. The controls and procedures provide for the identification, notification, escalation, communication, and remediation of cybersecurity incidents to management, including where appropriate the board of directors, so that decisions regarding the public disclosure and reporting of such incidents can be made in a timely manner. We maintain an Executive Cyber Response Team composed of senior leaders across various functions, including our CIO, General Counsel and Chief Accounting Officer. The Executive Cyber Response Team is trained and experienced in managing cybersecurity incidents and meets regularly to practice and refine our processes for incident response, management and escalation through tabletop exercises simulating cyberattacks administered by a legal advisor with extensive experience in cyber investigations, cyber threats and cyber-enabled frauds. The results of such exercises are then reported to management and our board of directors. The third-party legal advisor also assesses and advises on our overall cybersecurity program, reports to our board of directors on a periodic basis and is engaged to provide support in the event an attack or other intrusion were to be successful.

The Company maintains disaster recovery plans for key applications and site-specific incident response plans, as well as a cybersecurity and related insurance policies as a measure of added protection.

As of the date of this report, the Company is not aware of any risks from cybersecurity threats that have materially affected or are reasonably likely to materially affect the Company, including its business strategy, results of operations, or financial condition.

ITEM 2. Properties

We own and lease manufacturing facilities and sales offices located throughout the United States and in other countries, as noted below. The corporate offices and principal corporate support activities are located in leased facilities in Stamford, Connecticut. Our research and technology administration and principal laboratories are located in Duxford, England; Les Avenières, France; Salt Lake City, Utah and Decatur, Alabama.

The following table lists our manufacturing facilities by geographic location, related segment, and principal products manufactured and total square footage. This table does not include manufacturing facilities owned by any of our joint ventures.

Facility Location	Segment	Manufacturing Facilities	
		Principal Products	Total Square Footage
United States:			
Amesbury, Massachusetts	Engineered Products	Microwave and RF Absorbing Composite Materials	202,100
Burlington, Washington	Engineered Products	Engineered Honeycomb Parts	252,124
Casa Grande, Arizona	Composite Materials	Honeycomb and Honeycomb Parts	443,123
Decatur, Alabama	Composite Materials	PAN Precursor (used to produce Carbon Fibers)	819,863
Kent, Washington	Engineered Products	Composite structures	486,400
Pottsville, Pennsylvania	Engineered Products	Engineered Honeycomb Parts	180,305
Salt Lake City, Utah	Composite Materials	Carbon Fibers; Prepregs	1,194,070
Seguin, Texas	Composite Materials	Fabrics; Specialty Reinforcements	228,815
South Windsor, Connecticut	Engineered Products	3D printed parts	32,600

International:			
Casablanca, Morocco	Engineered Products	Engineered Honeycomb Parts	260,875
Dagneux, France	Composite Materials	Prepregs	213,698
Duxford, England	Composite Materials	Prepregs; Adhesives; Honeycomb and Honeycomb Parts	417,109
Illescas, Spain	Composite Materials	Carbon Fibers	58,986
Leicester, England	Composite Materials	Lightweight Multiaxials Fabrics	134,657
Les Avenières, France	Composite Materials	Fabrics; Specialty Reinforcements	490,000
Neumarkt, Austria	Composite Materials	Prepregs	159,791
Parla, Spain	Composite Materials	Prepregs	147,186
Roussillon, France	Composite Materials	PAN Precursor and Carbon Fibers	222,170
Stade, Germany	Composite Materials	Prepregs	154,268
Vert-le-Petit, France	Composite Materials	Pultruded profiles; Prepregs and Adhesives	70,944
Welkenraedt, Belgium	Engineered Products	Engineered Honeycomb Parts	235,326

We lease the land and buildings in Amesbury, Massachusetts and South Windsor, Connecticut, and the land on which the Tianjin, China; Burlington, Washington and Roussillon, France facilities are located. We also lease portions of the facilities located in Casa Grande, Arizona; Pottsville, Pennsylvania; Parla, Spain; and Leicester, England. In November 2022, we decided addition to close our 89,900 square foot Tianjin plant facility as the site completed its final manufacturing contract for a primary wind energy customer earlier in the year. This announcement comes two years after we announced the closure of our wind energy prepreg production facility in Windsor, Colorado which is currently held for sale. Amesbury, Massachusetts we purchased in 2023, we also lease land and a building at another location in Amesbury. We own all other remaining manufacturing facilities. For further information, refer to "Management's Discussion and Analysis of Financial Condition and Results of Operations" and to [Note 7](#) to the accompanying Consolidated Financial Statements of this Annual Report on Form 10-K.

ITEM 3. Legal Proceedings

The information required by Item 3 is contained within [Note 16](#) on page 71 of this Annual Report on Form 10-K and is incorporated herein by reference.

ITEM 4. Mine Safety Disclosure

Not applicable.

PART II

ITEM 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Hexcel common stock is traded on the New York Stock Exchange under the symbol HXL.

During 2020 2023 the Company repurchased 423,292 shares of common stock on the open market under our share repurchase plan approved by our Board in 2018 (the "2018 Share Repurchase Plan"), at an average price of \$71.17 per share for a total cost of \$25 million of shares. In response to \$30.1 million, leaving approximately \$187 million available for additional repurchases under the COVID-19 pandemic, in April 2020, we announced that we had suspended our dividend payments. On January 26, 2022, the Company announced it was reinstating the quarterly dividend commencing with the first quarter of 2022. We did not make any stock repurchases during 2022. 2018 Repurchase Plan. .

On January 31, 2023 January 31, 2024, there were 406 390 holders of record of our common stock.

ITEM 6. [Reserved]

ITEM 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The information required by Item 7 is contained on pages 31 32 to 37 38 of this Annual Report on Form 10-K under "Management's Discussion and Analysis of Financial Condition and Results of Operations" and is incorporated herein by reference.

ITEM 7A. Quantitative and Qualitative Disclosures about Market Risk

The information required by Item 7A is contained under the heading "Market Risks" on pages 37 38 to 38 39 of this Annual Report on Form 10-K and is incorporated herein by reference.

ITEM 8. Financial Statements and Supplementary Data

The information required by Item 8 is contained on pages 39 40 to 75 77 of this Annual Report on Form 10-K under "Consolidated Financial Statements and Supplementary Data" and is incorporated herein by reference. The Reports of Independent Registered Public Accounting Firm are contained on page 41 42 to 43 44 of this Annual Report on Form 10-K under the captions "Reports of Independent Registered Public Accounting Firm" and are incorporated herein by reference.

ITEM 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

ITEM 9A. Controls and Procedures

Our Chief Executive Officer and Chief Financial Officer have evaluated our disclosure controls and procedures as of December 31, 2022 December 31, 2023 and have concluded that these disclosure controls and procedures are were effective to ensure that information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934, as

amended, is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms. These disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in the reports we file or submit is accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Our Chief Executive Officer and Chief Financial Officer have concluded that there have not been any changes in our internal control over financial reporting during the fourth quarter ended **December 31, 2022** **December 31, 2023** that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Management's report on our internal control over financial reporting is contained on [page 40 41](#) of this Annual Report on Form 10-K and is incorporated herein by reference.

ITEM 9B. Other Information

None. Certificate of Elimination

On February 7, 2024, the Company filed a Certificate of Elimination to its Restated Certificate of Incorporation (as amended, the "Certificate of Incorporation") with the Secretary of State of the State of Delaware, which, effective upon filing, eliminated all matters set forth in the Certificate of Designations with respect to the Company's Series A Junior Participating Preferred Stock from the Certificate of Incorporation. No shares of the Series A Junior Participating Preferred Stock were outstanding as of February 7, 2024. All shares that were designated as Series A Junior Participating Preferred Stock have been returned to the status of authorized but

25

unissued shares of preferred stock of the Company, without designation as to series. A copy of the Certificate of Elimination is filed as Exhibit 3.5 hereto and is incorporated herein by reference.

Rule 10b5-1 Trading Arrangements

On November 1, 2023, Thierry Merlot, the Company's President, Aerospace, Europe, Middle East, Africa, Asia Pacific and Industrial, entered into a trading plan pursuant to Rule 10b5-1 of the Exchange Act intended to satisfy the affirmative defense of Rule 10b5-1(c) of the Exchange Act. The trading plan provides for the exercise of up to 5,611 non-qualified stock options and sale of the net shares of common stock of the Company received upon exercise, and the sale of up an additional 4,000 shares of common stock of the Company on August 30, 2024. The trading plan terminates on September 3, 2024.

On November 7, 2023, Gina Fitzsimons, the Company's Executive Vice President, Chief Human Resources Officer entered into a trading plan pursuant to Rule 10b5-1 of the Exchange Act intended to satisfy the affirmative defense of Rule 10b5-1(c) of the Exchange Act. The trading plan provides for the sale of up to 1,064 shares of common stock of the Company on February 14, 2024 and terminates on December 31, 2024.

No other directors or officers, as defined in Rule 16a-1(f) of the Exchange Act, adopted, modified or terminated a “Rule 10b5-1 trading arrangement,” or a “non-Rule 10b5-1 trading arrangement,” each as defined in Regulation S-K Item 408, during the fourth quarter of 2023.

ITEM 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

ITEM 10. Directors, Executive Officers and Corporate Governance

The information required by Item 10 will be incorporated by reference to the Company’s definitive proxy statement, in accordance with Instruction G(3) to Form 10-K, to be filed with the SEC no later than 120 days after the end of the Company’s fiscal year.

ITEM 11. Executive Compensation

The information required by Item 11 will be incorporated by reference to the Company’s definitive proxy statement, in accordance with Instruction G(3) to Form 10-K, to be filed with the SEC no later than 120 days after the end of the Company’s fiscal year.

ITEM 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by Item 12 will be incorporated by reference to the Company’s definitive proxy statement, in accordance with Instruction G(3) to Form 10-K, to be filed with the SEC no later than 120 days after the end of the Company’s fiscal year.

ITEM 13. Certain Relationships and Related Transactions, and Director Independence

The information required by Item 13 will be incorporated by reference to the Company’s definitive proxy statement, in accordance with Instruction G(3) to Form 10-K, to be filed with the SEC no later than 120 days after the end of the Company’s fiscal year.

ITEM 14. Principal Accountant Fees and Services

The information required by Item 14 will be incorporated by reference to the Company’s definitive proxy statement, in accordance with Instruction G(3) to Form 10-K, to be filed with the SEC no later than 120 days after the end of the Company’s fiscal year.

PART IV

ITEM 15. Exhibits, Financial Statement Schedules

(a) Financial Statements, Financial Statement Schedules and Exhibits

(1) Financial Statements:

Reports of Independent Registered Public Accounting Firm

Consolidated Balance Sheets as of December 31, 2022 December 31, 2023 and 2021 2022

Consolidated Statements of Operations for each of the three years ended December 31, 2022 December 31, 2023, 2021 2022 and 2020 2021

Consolidated Statements of Comprehensive Income (Loss) for each of the three years ended December 31, 2022 December 31, 2023, 2021 2022 and 2020 2021

Consolidated Statements of Stockholders' Equity for each of the three years ended December 31, 2022 December 31, 2023, 2021 2022 and 2020 2021

Consolidated Statements of Cash Flows for each of the three years ended December 31, 2022 December 31, 2023, 2021 2022 and 2020 2021

Notes to the Consolidated Financial Statements

(2) Consolidated Financial Statement Schedules:

All financial statement schedules are omitted as they are inapplicable, or the required information has been included in the consolidated financial statements or notes thereto.

(3) Exhibits:

The following list of exhibits includes exhibits submitted with this Annual Report on Form 10-K as filed with the SEC and those incorporated by reference to other filings.

Exhibit	Description
No.	

-
- 3.1 [Restated Certificate of Incorporation of Hexcel Corporation \(incorporated herein by reference to Exhibit 1 to the Company's Registration Statement on Form 8-A dated July 9, 1996, Registration No. 1-08472\).](#)
- 3.2 [Certificate of Amendment of the Restated Certificate of Incorporation of Hexcel Corporation \(incorporated herein by reference to Exhibit 3.2 to the Company's Annual Report on Form 10-K/A for the fiscal year ended December 31, 2002, filed on March 31, 2003\).](#)
- 3.3 [Amended and Restated Bylaws of Hexcel Corporation \(as of September 12, 2023\) \(incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K dated September 23, 2014\), September 15, 2023\).](#)
- 3.4 [Certificate of Designations of Series A Junior Participating Preferred Stock of Hexcel Corporation, as filed with the Secretary of the State of Delaware on April 6, 2020 \(incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K dated April 6, 2020\).](#)
- 3.5 [Certificate of Elimination of Series A Junior Participating Preferred Stock of Hexcel Corporation, as filed with the Secretary of State of Delaware on February 7, 2024.](#)
- 4.1 [Indenture, dated as of August 3, 2015, between Hexcel Corporation and U.S. Bank National Association, as Trustee \(incorporated herein by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K dated August 3, 2015\).](#)
- 4.2 [First Supplemental Indenture, dated as of August 3, 2015, between Hexcel Corporation and U.S. Bank National Association, as Trustee \(incorporated herein by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K dated August 3, 2015\).](#)
- 4.3 [Second Supplemental Indenture, dated as of February 16, 2017, between Hexcel Corporation and U.S. Bank National Association, as Trustee \(incorporated herein by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K dated February 16, 2017\).](#)
- 4.4 [Form of Note for 4.700% Senior Notes due 2025 \(incorporated herein by reference to Exhibit A of Exhibit 4.2 to the Company's Current Report on Form 8-K dated August 3, 2015\).](#)
- 4.5 [Form of Note for 3.950% Senior Notes due 2027 \(incorporated herein by reference to Exhibit A of Exhibit 4.1 to the Company's Current Report on Form 8-K dated February 16, 2017\).](#)

4.6 [Description of Hexcel Corporation's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934 \(incorporated herein by reference to Exhibit 4.6 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2021\).](#) 1934.

10.1** [Credit Agreement, dated as of June 20, 2019 April 25, 2023, by and among Hexcel Corporation, as borrower, the lenders party thereto, Citizens Bank N.A., as agent for the lenders, Citizens Bank, N.A., BofA Securities, Inc., TD Bank, N.A. and Wells Fargo Securities, LLC, as joint bookrunners and joint lead arrangers, Bank of America, N.A., TD Bank N.A., and Wells Fargo Bank, National Association, as syndication agents, and Goldman Sachs Bank USA, HSBC Bank USA, N.A., JPMorgan Chase Bank, N.A., PNC Bank, National Association, SunTrust Bank and U.S. Bank National Association, as co-documentation agents the other institutions party thereto \(incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated June 20, 2019 April 28, 2023\).](#)

10.2 [First Amendment to Credit Agreement, dated as of September 28, 2020, by and among Hexcel Corporation, the lenders party thereto, and Citizens Bank, N.A., as administrative agent \(incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated September 28, 2020\).](#)

10.3** [Second Amendment to Credit Agreement, dated as of January 28, 2021, by and among Hexcel Corporation, the lenders party thereto, and Citizens Bank, N.A., as administrative agent \(incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated January 28, 2021\).](#)

10.4* 10 [Hexcel Corporation 2013 Incentive Stock Plan, as amended \(incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated May 10, 2019\).](#)

10.5* 10 [Hexcel Corporation 2003 Incentive Stock Plan, as amended and restated as of May 7, 2009 \(incorporated herein by reference to Exhibit 10.4\(d\) to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2009\).](#)

10.6* 10 [Hexcel Corporation Management Incentive Compensation Plan, as Amended and Restated on December 8, 2016 \(incorporated herein by reference to Exhibit 10.6 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2016\).](#)

10.7* 10 [Form of Employee Option Agreement \(2014 - 2017\) \(incorporated herein by reference to Exhibit 10.8 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2016\).](#)

10.8* [Form of Employee Option Agreement \(2012 and 2013\) \(incorporated herein by reference to Exhibit 10.11 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2011\).](#)

10.9* [Form of Restricted Stock Unit Agreement for Executive Officers \(2020\) \(incorporated herein by reference to Exhibit 10.8 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2019\).](#)

- 10.10* [Form of Performance Based Award Agreement for Executive Officers \(2020\) \(incorporated herein by reference to Exhibit 10.9 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2019\).](#)
- 10.11* 1 [Form of Option Agreement for Executive Officers \(2020\) \(incorporated herein by reference to Exhibit 10.10 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2019\).](#)
- 0.6*
- 10.12* [Form of Restricted Stock Unit Agreement for Non-U.S. Executive Officers \(2020\) \(incorporated herein by reference to Exhibit 10.11 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2019\).](#)
- 10.13* [Form of Performance Based Award Agreement for Non-U.S. Executive Officers \(2020\) \(incorporated herein by reference to Exhibit 10.12 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2019\).](#)
- 10.14* 1 [Form of Option Agreement for Non-U.S. Executive Officers \(2020\) \(incorporated herein by reference to Exhibit 10.13 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2019\).](#)
- 0.7*
- 10.15* 1 [Form of Restricted Stock Unit Agreement for Executive Officers \(2021\) \(incorporated herein by reference to Exhibit 10.16 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2020\).](#)
- 0.8*
- 10.16* 1 [Form of Performance Based Award Agreement for Executive Officers \(2021\) \(incorporated herein by reference to Exhibit 10.17 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2020\).](#)
- 0.9*
- 10.17* 1 [Form of Option Agreement for Executive Officers \(2021\) \(incorporated herein by reference to Exhibit 10.18 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2020\).](#)
- 0.10*
- 10.18* 1 [Form of Restricted Stock Unit Agreement for Non-U.S. Executive Officers \(2021\) \(incorporated herein by reference to Exhibit 10.19 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2020\).](#)
- 0.11*
- 10.19* 1 [Form of Performance Based Award Agreement for Non-U.S. Executive Officers \(2021\) \(incorporated herein by reference to Exhibit 10.20 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2020\).](#)
- 0.12*

- 10.20* 1 [Form of Option Agreement for Non-U.S. Executive Officers \(2021\) \(incorporated herein by reference to Exhibit 10.21 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2020\).](#)
- 0.13*
- 10.21* 1 [Form of Performance Based Award Agreement for Executive Officers \(2022\) \(incorporated herein by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2022\).](#)
- 0.14*

- 10.22* 1 [Form of Performance Based Award Agreement for Non-U.S. Executive Officers \(2022\) \(incorporated herein by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2022\).](#)
0.15*
- 10.23* 1 [Form of Performance Based Award Agreement for Executive Officers \(2023\) \(incorporated herein by reference to Exhibit 10.23 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2022\).](#)
0.16*
- 10.17* [Form of Performance Based Award Agreement for Non-U.S. Executive Officers \(2023\) \(incorporated herein by reference to Exhibit 10.24 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2022\).](#)
- 10.18* [Form of Option Agreement for Executive Officers \(2024\).](#)
- 10.24* 1 [Form of Performance Based Award Option Agreement for Non-U.S. Executive Officers \(2023\) \(2024\).](#)
0.19*
- 10.25* 1 [Restricted Stock Unit Agreement between Hexcel Corporation and Thierry Merlot \(incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated October 25, 2019\).](#)
0.20*
- 10.26* 1 [Hexcel Corporation Nonqualified Deferred Compensation Plan, effective as of January 1, 2005, Amended and Restated as of December 31, 2008 January 1, 2023 \(incorporated herein by reference to Exhibit 99.14 10.1 to the Company's Current Quarterly Report on Form 8-K dated January 7, 2009 10-Q for the quarter ended March 31, 2023\).](#)
0.21*
- 10.27*

- 10.28* [Amendment No. 2 dated January 1, 2021 to Hexcel Corporation Nonqualified Deferred Compensation Plan, effective as of January 1, 2005, Amended and Restated as of December 31, 2008 \(incorporated herein by reference to Exhibit 10.26 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2020\).](#)
- 10.29* 1 [Offer of Employment between Hexcel Corporation and Nick L. Stanage dated July 22, 2013 \(incorporated herein by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2013\).](#)
0.22*
- 10.30* 1 [Amendment to the Offer of Employment Letter dated July 22, 2013 between Hexcel Corporation and Nick L. Stanage, dated June 1, 2018 \(incorporated herein by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2018\).](#)
0.23*

- 10.31* 1 [Supplemental Executive Retirement Agreement dated October 28, 2009, between Nick L. Stanage and Hexcel Corporation \(incorporated herein by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K dated October 28, 2009\).](#)
- 0.24*
- 10.32* 1 [Amendment No. 1 to the Supplemental Executive Retirement Agreement dated October 28, 2009, between Nick L. Stanage and Hexcel Corporation, effective December 31, 2020 \(incorporated herein by reference to Exhibit 10.30 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2020\).](#)
- 0.25*
- 10.33* 1 [Amendment No. 2 to the Supplemental Executive Retirement Agreement dated October 28, 2009, between Nick L. Stanage and Hexcel Corporation, effective July 26, 2021 \(incorporated herein by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2021\).](#)
- 0.26*
- 10.34* 1 [Hexcel Corporation Executive Severance Policy \(incorporated herein by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2013\).](#)
- 0.27*
- 10.35* 1 [Form of Officer Severance Agreement entered into between Hexcel Corporation and each of Patrick Winterlich and Gail Lehman, dated October 2, 2017 \(incorporated herein by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K dated October 6, 2017\).](#)
- 0.28*
- 10.36* [Amended and Restated Executive Severance Agreement between Hexcel Corporation and Robert G. Hennemuth, dated December 31, 2008 \(incorporated herein by reference to Exhibit 99.6 to the Company's Current Report on Form 8-K dated January 7, 2009\).](#)
- 10.37 [Amended and Restated Executive Deferred Compensation Agreement between Hexcel Corporation and Robert G. Hennemuth, dated December 31, 2007 \(incorporated herein by reference to Exhibit 99.4 to the Company's Current Report on Form 8-K dated January 7, 2008\).](#)
- 10.38* [Amendment No. 1 to the Amended and Restated Executive Deferred Compensation and Consulting Agreement, dated December 31, 2007, between Hexcel Corporation and Robert G. Hennemuth, effective December 31, 2020 \(incorporated herein by reference to Exhibit 10.36 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2020\).](#)

- 10.39* 1 [Amendment to the Officer Severance Agreement, dated October 2, 2017, between Hexcel Corporation and Patrick Winterlich, dated June 1, 2018 \(incorporated herein by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2018\).](#)
- 0.29*
- 10.40* 1 [Amendment to the Officer Severance Agreement, dated October 2, 2017, between Hexcel Corporation and Gail E. Lehman, dated June 1, 2018 \(incorporated herein by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2018\).](#)
- 0.30*

- 10.41* 1 [Amendment to the Amended and Restated Executive Form of Officer Severance Agreement dated December 31, 2008, entered into between Hexcel Corporation and Robert G. Hennemuth, Gina Fitzsimons, dated June 1, 2018 October 6, 2023.](#)
- 0.31*
- 10.32* [Director Compensation Program, effective December 7, 2023 \(incorporated herein by reference to Exhibit 10.4 10.1 to the Company's Quarterly Current Report on Form 10-Q for the quarter ended June 30, 2018 8-K dated January 5, 2024\).](#)
- 10.42* [Form of Officer Severance Agreement entered into between Hexcel Corporation and Gina Fitzsimons, dated January 31, 2023.](#)
- 10.43* [Director Compensation Program, effective May 5, 2022 \(incorporated herein by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2022\).](#)
- 10.44* 1 [Form of Restricted Stock Unit Agreement for Non-Employee Directors \(incorporated herein by reference to Exhibit 10.21 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2017\).](#)
- 0.33*
- 10.45* 1 [Form of Restricted Stock Unit Agreement for Non-Employee Directors \(Annual Grant - 2020\) \(incorporated herein by reference to Exhibit 10.31 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2019\).](#)
- 0.34*
- 10.46* 1 [Form of Restricted Stock Unit Agreement for Non-Employee Directors \(Retainer - 2020\) \(incorporated herein by reference to Exhibit 10.32 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2019\).](#)
- 0.35*
- 10.47* [Form of Restricted Stock Unit Agreement for Non-Employee Directors \(Non-Deferred Annual Grant\) \(incorporated here by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated December 7, 2020\).](#)
- 10.48* 1 [Form of Restricted Stock Unit Agreement for Non-Employee Directors \(2021 Deferred Annual Grant\) \(incorporated herein by reference to Exhibit 10.46 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2020\).](#)
- 0.36*
- 10.49* [Form of Restricted Stock Unit Agreement for Non-Employee Directors \(2021 Non-Deferred Retainer Grant\) \(incorporated herein by reference to Exhibit 10.47 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2020\).](#)
- 10.50* 1 [Form of Restricted Stock Unit Agreement for Non-Employee Directors \(2021 Deferred Retainer Grant\) \(incorporated herein by reference to Exhibit 10.48 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2020\).](#)
- 0.37*
- 10.51* 1 [Form of Restricted Stock Unit Agreement for Non-Employee Directors \(2024 Non-Deferred Annual Grant\).](#)
- 0.38*
- 10.39* [Form of Restricted Stock Unit Agreement for Non-Employee Directors \(2024 Deferred Annual Grant\).](#)

- 10.40* [Form of Restricted Stock Unit Agreement for Non-Employee Directors \(2024 Deferred Retainer Grant\).](#)
- 10.41* [Hexcel Corporation 2016 Employee Stock Purchase Plan \(as amended and restated effective February 3, 2021\) \(incorporated herein by reference to Exhibit 99.1 to the Company's Registration Statement on Form S-8, Registration Statement No. 333-256928, filed on June 9, 2021\).](#)

10.52*

10.53* 1 [Form of Indemnification Agreement for Directors and Officers \(incorporated herein by reference to Exhibit 10.53 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2022\).](#)

21 [Subsidiaries of the Company.](#)

23.1 [Consent of Ernst & Young LLP.](#)

24 [Power of Attorney \(included on signature page\).](#)

31.1 [Certification of Chief Executive Officer, Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.](#)

31.2 [Certification of Chief Financial Officer, Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.](#)

32 [Certification of Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 \(furnished herewith\).](#)

97 [Hexcel Corporation Mandatory Clawback Policy.](#)

101 The following financial statements from the Company's Annual Report on Form 10-K for the year ended December 31, 2022 December 31, 2023, formatted in Inline XBRL: (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii)

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Consolidated Statements of Comprehensive Income (Loss) Income, (iv) Consolidated Statements of Stockholders' Equity, (v) Consolidated Statements of Cash Flows, and (vi) Notes to Consolidated Financial Statements.

104 Cover Page Interactive Data File: the cover page XBRL tags are embedded within the Inline XBRL document and are contained within Exhibit 101.

* Indicates management contract or compensatory plan or arrangement.

** Schedules and exhibits have been omitted pursuant to Regulation S-K, Item 601(a)(5). The Company will provide a copy of any omitted schedule or exhibit to the Securities and Exchange Commission or its staff upon request.

ITEM 16. Form 10-K Summary

None.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Hexcel Corporation

February 8, 2023 7, 2024	/s/ NICK L. STANAGE
(Date)	Nick L. Stanage
	Chairman of the Board of Directors, Chief Executive Officer and President

KNOWN TO ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Nick L. Stanage, Patrick Winterlich and Gail Lehman, individually, his or her attorney-in-fact, with the power of substitution, for him or her in any and all capacities, to sign any amendments to this report, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorney-in-fact, or his or her substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ NICK L. STANAGE (Nick L. Stanage)	Chairman of the Board of Directors, Chief Executive Officer and President (Principal Executive Officer)	February 8, 2023 7, 2024
/s/ PATRICK WINTERLICH (Patrick Winterlich)	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 8, 2023 7, 2024
/s/ AMY S. EVANS (Amy S. Evans)	Senior Vice President, Chief Accounting Officer (Principal Accounting Officer)	February 8, 2023 7, 2024
/s/ JEFFREY C. CAMPBELL (Jeffrey C. Campbell)	Director	February 8, 2023 7, 2024

<div>/s/ JAMES J. CANNON</div> <div>(James J. Cannon)</div>	Director	February 7, 2024
<div>/s/ CYNTHIA M. EGNOTOVICH</div> <div>(Cynthia M. Egnotovich)</div>	Director	February 8, 2023 7, 2024
<div>/s/ THOMAS A. GENDRON</div> <div>(Thomas A. Gendron)</div>	Director	February 8, 2023 7, 2024
<div>/s/ JEFFREY A. GRAVES</div> <div>(Dr. Jeffrey A. Graves)</div>	Director	February 8, 2023 7, 2024
<div>/s/ GUY C. HACHEY</div> <div>(Guy C. Hachey)</div>	Director	February 8, 2023 7, 2024
<div>/s/ PATRICIA A. HUBBARD</div> <div>(Dr. Patricia A. Hubbard)</div>	Director	February 7, 2024
<div>/s/ MARILYN L. MINUS</div> <div>(Dr. Marilyn L. Minus)</div>	Director	February 8, 2023 7, 2024
<div>/s/ CATHERINE A. SUEVER</div> <div>(Catherine A. Suever)</div>	Director	February 8, 2023 7, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Management's discussion and analysis of the Company's financial condition and results of operations for the year ended **December 31, 2022** **December 31, 2023**, and comparison to the year ended **December 31, 2021** **December 31, 2022** should be read in conjunction with the consolidated financial statements and notes of this Annual Report on Form **10K**, **10-K**.

For discussion and analysis of financial condition and results of operations for **2021** **2022** compared to **2020** **2021** refer to Part II, Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations in our **2021** **2022 Annual Report on Form 10-K**, filed with the SEC on **February 9, 2022** **February 8, 2023**, which is incorporated by reference into this Management's Discussion and Analysis of Financial Condition and Results of Operations.

Business Overview

(In millions)	For the Years Ended December 31,		For the Years Ended December 31,	
	2022	2021	2023	2022
Net sales	\$ 1,577.7	\$ 1,324.7	\$ 1,789.0	\$ 1,577.7
Gross margin %	22.6 %	18.9 %	24.2 %	22.6 %
Other operating (income) expense	\$ (11.9)	\$ 18.2	\$ 1.4	\$ (11.9)
Operating income	\$ 175.2	\$ 51.8	\$ 215.3	\$ 175.2
Operating income %	11.1 %	3.9 %	12.0 %	11.1 %
Interest expense, net	\$ 36.2	\$ 38.3	\$ 34.0	\$ 36.2
Other income	\$ (10.8)	\$ (8.5)		
Income tax expense	\$ 31.6	\$ 5.9	\$ 12.1	\$ 31.6
Equity in earnings from affiliated companies	\$ 8.1	\$ -	\$ 8.1	\$ 8.1
Net income	\$ 126.3	\$ 16.1	\$ 105.7	\$ 126.3

Business Trends

The Commercial Aerospace market and our business began to see signs of recovery from the economic impacts of the COVID-19 pandemic in the second half of **2021**, which **2021**. During **2023**, growth continued through **2022**, with further growth in air travel and along with an increase in aircraft build rates. Despite this recovery, improvement, global logistics, supply chains, inflationary pressures and the effects of geopolitical issues and conflicts still remain remained a challenge. These challenges have had and may continue to have further negative impacts on our operations, supply chain, transportation networks and customers, all of which have and may continue to compress our financial results.

In **2022**, **2023**, our Commercial Aerospace sales increased **36.5%** **17.2%** compared to **2021**, **2022**. The **2022** **2023** increase in sales was primarily driven by higher narrowbody and the Airbus A350 sales, along with an increase in sales of and the Boeing 787 programs. Other Commercial Aerospace, which includes business jets and regional aircraft, aircraft saw an increase in sales as well, driven by increasing composite adoption on large-cabin business jets. The demand for new commercial aircraft is principally driven by two factors. The first is airline passenger traffic (measured by revenue passenger miles) and the second is the replacement rate for existing aircraft. Overall, the The Commercial Aerospace industry continues to utilize a greater proportion of advanced composite materials with each new generation of aircraft.

Space & Defense sales in 2022 2023 increased 7.0% 17.1% compared to 2021 led by the CH-53K program, civil rotorcraft, 2022. Growth was across numerous programs including fixed-wing and Space sales, including launchers, space programs globally and helicopters internationally. New or retrofit rotorcraft programs have an increased reliance on composite materials. Our products are included on a wide range of rotorcraft, military aircraft, and space programs. In addition, our Engineered Products segment provides specialty value added services such as machining, sub-assembly, and even full blade manufacturing for rotorcraft. Our products are included on a wide range of rotorcraft, military aircraft, and space programs, with the largest programs including the F-35 Lightning and CH-53K.

Industrial sales decreased 9.4% 12.3% in 2022. 2023. Industrial sales include automotive, recreation, wind energy recreation, automotive, and general industrial applications. In 2022, wind energy 2023, industrial sub-markets softened, more than offsetting the double-digit sales continued to decline reflecting softer demand, although this decline was partially offset by growth in a variety of markets including recreation and other industrial markets. Due to the decrease in wind energy sales in China, we closed our Tianjin, China wind facility at the end of 2022. automotive.

Results of Operations

We have two reportable segments: Composite Materials and Engineered Products. Although these segments provide customers with different products and services, they often overlap within our three end business markets: Commercial Aerospace, Space & Defense and Industrial. Therefore, we also find it meaningful to evaluate the sales of our segments through these business markets. Further discussion and additional financial information about our segments may be found in Note 18 to the accompanying consolidated financial statements of this Annual Report on Form 10-K.

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Net Sales: Consolidated net sales of \$1,577.7 million \$1,789.0 million for 2022 2023 increased by 19.1% (21.7.% 13.4% (12.9% in constant currency) compared to 2021. 2022. The sales increase in 2022, 2023 reflects higher Commercial Aerospace and Space & Defense sales, partially offset by a decline in Industrial sales.

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The following table summarizes net sales to third-party customers by segment and end market in 2022 2023 and 2021. 2022:

(In millions)	Commerc ial Aerospac e	Space & Defens e	Industri al	Total	Commercial Aerospace	Space & Defense	Industrial	Total
2023 Net Sales								

Composite Materials					\$ 912.6	\$ 389.2	\$ 172.4	\$ 1,474.2
Engineered Products					155.6	155.6	3.6	314.8
Total					\$ 1,068.2	\$ 544.8	\$ 176.0	\$ 1,789.0
					60 %	30 %	10 %	100 %
2022 Net Sales								
Composite Materials	\$ 775.0	\$ 308.3	\$ 196.4	\$ 1,279.7	\$ 775.0	\$ 308.3	\$ 196.4	\$ 1,279.7
Engineered Products	136.8	156.9	4.3	298.0	136.8	156.9	4.3	298.0
Total	\$ 911.8	\$ 465.2	\$ 200.7	\$ 1,577.7	\$ 911.8	\$ 465.2	\$ 200.7	\$ 1,577.7
	58 %	29 %	13 %	100 %	58 %	29 %	13 %	100 %
2021 Net Sales								
Composite Materials	\$ 515.5	\$ 287.4	\$ 216.5	\$ 1,019.4				
Engineered Products	152.7	147.5	5.1	305.3				
Total	\$ 668.2	\$ 434.9	\$ 221.6	\$ 1,324.7				
	50 %	33 %	17 %	100 %				

Sales by Segment

Composite Materials: Net sales of \$1,279.7 million \$1,474.2 million for 2022 2023 increased 25.5% 15.2% from 2021. 2022. Commercial Aerospace sales increased 50.3% 17.8% in 2022 2023 as compared to 2021 2022 primarily driven by stronger growth in the Airbus A350 and A320neo sales Boeing 787 programs as well as higher business jet sales. growth. Space & Defense 2022 sales increased 7.3% from 2021 reflecting strength with civil helicopters, 26.2% led by growth in military aircraft structures and space launchers. aircraft. Industrial sales in 2022 2023 decreased 9.3% 12.2% from 2021 2022 primarily due to lower wind energy sales. the decline in certain industrial sub-markets which offset growth in automotive.

Engineered Products: Net sales of \$298.0 million \$314.8 million for 2023 increased 5.6% from 2022, decreased 2.4% from 2021, driven primarily by a 10.4% and a 15.7% decrease 13.7% increase in Commercial Aerospace sales. Space & Defense sales and Industrial sales, respectively, which were partially offset by a 6.4% relatively flat year over year increase while Industrial sales were \$0.7 million lower in Space & Defense which was largely attributable to strength in military helicopters, military aircraft structures and civil helicopters. 2023.

Sales by Market

Commercial Aerospace: Net sales of \$911.8 million increased 36.5% (37.4% 17.2% (17.0% in constant currency) for the year ended December 31, 2022 as compared to the year ended December 31, 2021. Strong growth came from increasing widebody sales for the Airbus A350 and Boeing 787, supported by moderate growth from the Airbus A350 A320neo and A320neo programs. Boeing 737 MAX. The sub-category, Other Commercial Aerospace increased 62.9% 14.1% for 2022 2023 compared to 2021 due to strong growth in 2022 driven by increasing composite adoption on large-cabin business jets.

Space & Defense: Net sales of \$465.2 million increased 7.0% (8.9% 17.1% (16.6% in constant currency) for 2022 2023 as compared to 2021, reflecting strength with 2022. Growth was across numerous programs including fixed-wing aircraft and space programs globally space, Sikorsky CH-53K, and civil helicopters, particularly in Europe. Lower legacy military rotorcraft sales partially offset the sales growth. European helicopters.

Industrial: Net sales of \$200.7 million decreased 9.4% (2.5% 12.3% (13.6% in constant currency) compared to 2021 2022 as a number of industrial sub-markets softened, more than offsetting the double-digit sales growth in recreation and other industrial markets was offset by lower wind energy sales. automotive.

2022 2023 Consolidated Results Compared to 2021 2022

Gross Margin: Gross margin for 2022 2023 was \$433.2 million or 24.2% of net sales as compared to \$357.1 million or 22.6% of net sales as compared to \$250.1 million or 18.9% of net sales in 2021. 2022. The improvement in 2022 2023 was due to the higher sales and greater capacity utilization which led to improved cost absorption which was partially offset by inflationary cost impacts. operating leverage.

Selling, General and Administrative (“SG&A”) Expenses: SG&A expenses for 2022 2023 were \$163.8 million or 9.2% of net sales as compared to \$148.0 million or 9.4% of net sales as compared to \$135.0 million or 10.2% of net sales for 2021. 2022. The higher SG&A expenses in 2022 2023 were primarily due to an increase in employee-related costs as headcount increased approximately 7% 8% year over year.

Research and Technology (“R&T”) Expenses: R&T expenses for 2023 were \$52.7 million or 2.9% of net sales and in 2022 were \$45.8 million or 2.9% of net sales and in 2021 were \$45.1 million or 3.4% of net sales. The year over year year-over-year increase in expenses was attributable to higher employee-related costs.

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costs and materials and supplies expense resulting from an increase in the number of development projects.

Other operating expense (income) expense: Other operating expense for 2023 of \$1.4 million included restructuring costs as well as the net gain of \$0.8 million from the sale of the Windsor, Colorado facility. Other operating income for 2022 of \$11.9 million included the gain on the sale of our Dublin, California facility of \$19.4 million which was partially offset by severance and other restructuring-related restructuring expenses. Other operating expenses for 2021 of \$18.2 million were primarily related to severance and other restructuring-related expenses.

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Operating income: Operating income for 2022 2023 was \$175.2 million \$215.3 million compared with operating income in 2021 2022 of \$51.8 million \$175.2 million. Operating income as a percent of sales was 12.0% and 11.1% in 2023 and 3.9% in 2022, and 2021, respectively. The increase in operating income in 2022 2023 compared to 2021 2022 was primarily driven by strong gross margins. the higher sales.

Depreciation and amortization expense of \$126.2 million 124.8 million for 2022 2023 decreased \$11.8 million \$1.4 million from 2021. 2022.

Other income: expense (income): Other expense for 2023 included a non-cash charge of \$70.5 million related to the completion of the buy-out of the UK pension plan and a gain of \$1.9 million related to excess assets from the UK pension plan that reverted back to the Company. Amounts for 2023 also included a charge of \$3.0 million (including the write-off of approximately \$9 million in currency translation amounts) on the sale of our 50% interest in the joint venture in Malaysia. Other income for both 2022 and 2021 included the receipt of \$10.5 million in each year, respectively, related to the Aviation Manufacturing Jobs Protection program. The income in 2021 was partially offset by expense related to a dispute resolution.

Interest expense: Interest expense was \$34.0 million for 2023 and \$36.2 million for 2022 and \$38.3 million for 2021 with the decrease due to lower average debt levels, partially offset by higher interest rates.

Income tax expense: For the years ended December 31, 2022 December 31, 2023 and 2021, 2022, we had a tax provision of \$31.6 million \$12.1 million and \$5.9 million \$31.6 million, respectively.

Equity in earnings from affiliated companies: Earnings primarily represents represent our portion of the earnings or losses from our joint venture in Malaysia. In December 2023, we sold our 50% interest in the joint venture and received net proceeds of \$44.7 million.

Net income: Net income was \$105.7 million or \$1.24 per diluted share for the year ended December 31, 2023 compared to net income of \$126.3 million or \$1.49 per diluted share for the year ended December 31, 2022 compared. The decline in 2023 was due to net income the non-cash charge related to the buy-out of \$16.1 million or \$0.19 per diluted share for the year ended December 31, 2021. UK pension plan discussed above.

Financial Condition

In 2022, 2023, we ended the year with total debt, net of cash, of \$611.5 million \$472.5 million and generated \$173.1 million \$257.1 million of operating cash resulting in \$96.8 million \$148.9 million of free cash flow (cash provided by operating activities less cash paid for capital expenditures). We expect our cash flow needs for fiscal year 2023 2024 will be funded by cash generated from our operations as well as available borrowings under our Senior Unsecured Revolving Credit Facility (the "Facility") as needed.

We have a portfolio of derivatives related to currencies, interest rates and commodities. We monitor our counterparties, and we only use those rated A- or better. investment grade.

Liquidity

Our cash on hand at December 31, 2022 December 31, 2023 was \$112.0 million \$227.0 million, as compared to \$127.7 million \$112.0 million at December 31, 2021 December 31, 2022. Of the total cash on hand at December 31, 2022 December 31, 2023, \$40.4 million \$55.8 million was held by our foreign locations. As of December 31, 2022 December 31, 2023 total debt was \$723.5 million \$699.5 million, as compared to \$823.3 million \$723.5 million at December 31, 2021 December 31, 2022. As of December 31, 2022 December 31, 2023, we were in compliance with all debt covenants.

On January 28, 2021 April 25, 2023, we entered into a new credit agreement (the "Credit Agreement") to refinance the Second Amendment, which amended "Facility. Under the Facility agreement to provide that, from January 28, 2021 through and including March 31, 2022, we would not be subject to a maximum leverage ratio covenant but instead be required to maintain Liquidity (as defined in terms of the Facility agreement) of at least \$250 million. Effective April 1, 2022, the original terms and conditions to the Facility agreement were reinstated except Credit Agreement the borrowing capacity which remained at is \$750 million. Share repurchases restrictions that had been The Facility matures in effect per the Second Amendment expired on March 31, 2022. April 2028.

As of December 31, 2022 December 31, 2023, total there were no outstanding borrowings under the Facility were \$25 million. Facility. The Facility agreement Credit Agreement permits us to issue letters of credit up to an aggregate amount of \$50 million. Outstanding letters of credit reduce the amount available for borrowing under the Facility. As of December 31, 2022 December 31, 2023, there were no issued letters of credit under the Facility, resulting in undrawn availability under the Facility of \$725 million \$750 million.

For more information regarding our the Facility, see Note 6, Debt, to the accompanying consolidated financial statements of this Annual Report on Form 10-K.

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Short-term liquidity requirements consist primarily of normal recurring operating expenses and working capital needs, capital expenditures, dividend payments and debt service requirements. We expect to meet our short-term liquidity requirements through net cash from operating activities, cash on hand and the Facility. As of December 31, 2022 December 31, 2023, long-term liquidity requirements consist primarily of obligations under our long-term debt obligations. We do not have any significant required debt repayments until June 2024 August 2025 when our 4.7% Senior Unsecured Notes are due.

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The remaining authorization under the Facility expires share repurchase program at December 31, 2023 was \$187 million. On January 24, 2024, our Board of Directors declared a quarterly dividend of \$0.15 per share payable to stockholders of record as of February 9, 2023, with a payment date of February 16, 2024.

Operating Activities: We generated \$173.1 million \$257.1 million in cash from operating activities during 2022, 2023, an increase of \$21.4 million \$84.0 million from 2021. Working capital was a cash use of \$72.7 million in 2022 as compared to \$18.3 million in 2021, 2022. The increase in the current year was due to a lower use of working capital was principally as well as higher non-cash adjustments driven by a decision the UK pension settlement. The lower use of working capital for the year ended December 31, 2023 was primarily due to hold higher raw material lower inventory buffer or safety stock to compensate for supply chain disruptions, in order to support strong sales demand, and accounts receivable, partially offset by higher a decline in payables and accruals. The higher level of sales in the fourth quarter of 2022 also led to an increase in receivables.

Investing Activities: Cash Net cash used for investing activities was \$50.7 million in 2023 compared to \$54.6 million in 2022. Capital expenditures for 2023 were \$108.2 million and included \$38.0 million for the acquisition of the land and building at our Amesbury, Massachusetts facility to support future growth. Capital expenditures for 2022 compared to \$27.9 million were \$76.3 million. 2023 included net proceeds of \$44.7 million from the sale of our 50% interest in 2021. The increase was due to higher capital expenditures, partially offset by the joint venture in Malaysia and \$10.3 million from the sale of the Windsor, Colorado facility. 2022 included net proceeds of \$21.2 million received from the sale of our the Dublin, California facility.

Financing Activities: Financing Net cash used for financing activities were a use of cash of \$130.0 million was \$92.6 million in 2022 2023 as compared to \$96.8 million \$130.0 million in 2021, 2022. Borrowings under the Facility during 2022 2023 were \$50 million \$103 million, while repayments were \$150 million \$128 million. In 2021, we repaid \$103 million of our senior unsecured credit facility. In the first quarter of 2022, we reinstated our quarterly dividend payment, which had previously been suspended as of early 2020 borrowings were \$50 million and repayments were \$150 million. Dividend payments to shareholders were \$42.2 million and \$33.7 million in dividend payments were made to shareholders during 2022. the years ended December 31, 2023 and 2022, respectively. During 2023, repurchases of common stock totaled \$30.1 million.

Financial Obligations and Commitments: We had \$0.2 million \$0.1 million of current debt maturities as of December 31, 2022 December 31, 2023. The next significant scheduled debt maturity will not occur until 2024, the year the Facility matures. August 2025 when our 4.7% Senior Unsecured Notes are due. In addition, certain sales and administrative offices, data processing equipment, vehicles and manufacturing equipment, land and facilities are leased under operating leases.

Total letters of credit issued and outstanding were \$5.3 million as of December 31, 2022. These letters of credit were not issued under the Facility.

The following table summarizes the scheduled maturities as of December 31, 2022 December 31, 2023 of financial obligations and expiration dates of commitments for the years ended 2023 2024 through 2027 2028 and thereafter.

						There	Tot							
(In millions)	2023	2024	2025	2026	2027	after	al	2024	2025	2026	2027	2028	Thereafter	Total
Senior unsecured credit facility due 2024	\$ —	\$ 2 0	\$ 5. —	\$ —	\$ —	\$ —	\$ 0							

Senior unsecured credit facility due 2028								\$	\$	\$		\$				
4.7% senior notes due 2025	—	—	0	—	—	—	0	—	300.0	—	—	—	—	—	300.0	
3.95% senior notes due 2027	—	—	—	—	0	—	0	—	—	—	400.0	—	—	—	400.0	
Purchase obligations	1.4	1.7	6.1	2.5	2.5	8.4	.6	13.2	8.9	3.5	2.9	2.0	11.0	41.5		
Finance lease and other	0.2	0.1	0.1	—	—	—	.4	0.1	0.1	—	—	—	—	—	0.2	
Subtotal	\$ 1.6	\$ 6.8	\$ 6.2	\$ 2.5	\$ 2.5	\$ 8.4	.8	\$ 13.3	\$ 309.0	\$ 3.5	\$ 402.9	\$ 2.0	\$ 11.0	741.7		
Operating leases	1.0	9.6	7.5	7.0	6.8	6.5	.7	8.1	5.8	5.0	4.1	3.7	6.0	32.7		
Total financial obligations	\$ 1.8	\$ 6.4	\$ 3.7	\$ 9.5	\$ 9.3	\$ 14.9	.5	\$ 21.4	\$ 314.8	\$ 8.5	\$ 407.0	\$ 5.7	\$ 17.0	774.4		
Letters of credit	5.3	—	—	—	—	—	.3									

Interest payments								1							
								2							
	3	3	2	1	1		0								
Estimated benefit plan contributio ns	4.	2.	5.	7.	0.		.								
	2	9	9	2	1	—	3		32.8	27.3	18.0	3.3	0.4	—	81.8
								9							
Total commitme nts								2							
	6.	2.	6.	8.	7.	1.	.								
	7	5	9	0	8	0	9		2.5	9.3	9.7	2.6	2.7	9.2	35.9
Total commitme nts								1							
	6	1	3		4		,								
	\$ 8.	\$ 0	\$ 4	\$ 3	\$ 2	\$ 6	0		\$ 56.7	\$ 351.4	\$ 36.2	\$ 412.9	\$ 8.8	\$ 26.2	892.1
Total commitme nts	0	1.	6.	7	7.	9	4								
		8	5		2		.								
								\$ 1							\$

As of **December 31, 2022** **December 31, 2023**, we had **\$2.5 million** **\$2.4 million** of unrecognized tax benefits. This represents tax benefits associated with various tax positions taken, or expected to be taken, on domestic tax returns that have not been recognized in our financial statements due to uncertainty regarding their resolution. The resolution or settlement of these tax positions with the taxing authorities is at various stages.

For further information regarding our financial obligations and commitments, see Notes 6, 7, 8 and 16 to the accompanying consolidated financial statements of this Annual Report on Form 10-K.

Non-GAAP Financial Measures

The Company uses non-GAAP financial measures, including sales and expenses measured in constant dollars (prior year sales and expenses measured at current year exchange rates); operating income, net income and diluted earnings per share adjusted for items

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included in operating expense and non-operating expenses; and free cash flow. Management believes these non-GAAP measures are meaningful to investors because they provide a view of Hexcel with respect to ongoing operating results and comparisons to prior periods. These adjustments can represent significant charges or credits that we believe are important to an understanding of Hexcel's overall operating results in the periods presented. Such non-GAAP measures are not determined in accordance with generally accepted

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accounting principles and should not be viewed in isolation or as an alternative to or substitutes for GAAP measures of performance. Our calculation of these measures may not be comparable to similarly titled measures used by other companies, and the measures exclude financial information that some may consider important in evaluating our performance. Reconciliations to adjusted operating income, adjusted net income, adjusted diluted net income per share and free cash flow are provided below.

(In millions)	Year Ended December 31,		Year Ended December 31,	
	2022	2021	2023	2022
GAAP operating income	\$ 175.2	\$ 51.8	\$ 215.3	\$ 175.2
Other operating (income) expense (1)	(11.9)	18.2		
Other operating expense (income) (1)			1.4	(11.9)
Adjusted operating income (Non-GAAP)	\$ 163.3	\$ 70.0	\$ 216.7	\$ 163.3

(In millions, except per diluted share data)	Year Ended December 31,				Year Ended December 31,			
	2022		2021		2023		2022	
	Net Income	EPS	Net Income	EPS	Net Income	EPS	Net Income	EPS
GAAP net income	\$ 126.3	\$ 1.49	\$ 16.1	\$ 0.19	\$ 105.7	\$ 1.24	\$ 126.3	\$ 1.49
Other operating (income) expense, net of tax (1)	(10.1)	(0.12)	13.4	0.16				
Other income, net of tax (2)	(8.4)	(0.10)	(6.6)	(0.08)				
Tax expense (3)	1.0	0.01	0.3	—				
Other operating expense (income), net of tax (1)					1.0	0.01	(10.1)	(0.12)
Other expense (income), net of tax (2)					57.4	0.67	(8.4)	(0.10)
Tax (benefit) expense (3)					(9.3)	(0.11)	1.0	0.01
Adjusted net income (Non-GAAP)	\$ 108.8	\$ 1.28	\$ 23.2	\$ 0.27	\$ 154.8	\$ 1.81	\$ 108.8	\$ 1.28

Year Ended December 31,	Year Ended December 31,
-------------------------	-------------------------

(In millions)	2022	2021	2023	2022
Net cash provided by operating activities	\$ 173.1	\$ 151.7	\$ 257.1	\$ 173.1
Less: Capital expenditures	(76.3)	(27.9)	(108.2)	(76.3)
Free cash flow (Non-GAAP)	\$ 96.8	\$ 123.8	\$ 148.9	\$ 96.8

- (1) The year ended December 31, 2023 included the net gain of \$0.8 million from the sale of the Windsor, Colorado facility and restructuring costs. The year ended December 31, 2022 included a net gain of \$19.4 million from the sale of the Dublin, California facility. The year ended December 31, 2022 facility and was also impacted by restructuring costs including amounts associated with the closure of our Tianjin, China wind facility and an impairment charge for our Windsor, facility held for sale. The year ended December 31, 2021 primarily included restructuring costs as well as a charge for incentives related to employee vaccinations, partially offset by a reduction of a contingent liability. Colorado facility.
- (2) Both The year ended December 31, 2023 included a non-cash settlement charge of \$70.5 million related to the years completion of the buy-out of the UK pension plan and a gain of \$1.9 million related to excess assets from the UK pension plan that reverted back to the Company. 2023 also included a charge of \$3.0 million (including the write-off of approximately \$9 million in currency translation amounts) on the sale of our 50% interest in the joint venture in Malaysia. The year ended December 2022 and 2021 included the receipt of \$10.5 million related to the Aviation Manufacturing Jobs Protection program. The year ended December 31, 2021 also included a dispute resolution payment.
- (3) The year ended December 31, 2023 included a discrete tax benefit of \$5.6 million, primarily related to adjustments to our provisions based on the finalization of prior year tax returns. The year ended December 31, 2022 included a discrete tax charge of \$1.0 million resulting from the true-up of a deferred tax item partially offset by a discrete tax benefit from the adjustment to a provision based on the finalization of prior year tax returns. The year ended December 31, 2021 included a net discrete tax charge primarily resulting from the revaluation of U.S. and foreign deferred tax liabilities.

Critical Accounting Policies and Estimates

Our consolidated financial statements are prepared based upon the selection and application of accounting principles generally accepted in the United States of America, which require us to make estimates and assumptions about future events that affect amounts reported in our financial statements and accompanying notes. Future events and their effects cannot be determined with absolute certainty. Therefore, the determination of estimates requires the exercise of judgment. Actual results could differ from those estimates, and any such differences may be significant to the financial statements. The accounting policies below are those we believe are the most critical to the preparation of our financial statements and require the most difficult, subjective, and complex judgments. Our other accounting policies are described in the accompanying Notes to the consolidated financial statements of this Annual Report on Form 10-K.

Income Taxes

We have operations in several countries throughout the world where we are subject to income and similar taxes. The estimation of income tax amounts often involves the interpretation of complex regulations and tax laws. In addition, estimations also must consider the impact foreign taxes may have on domestic taxes, as well as the analysis of the realizability of deferred tax assets, tax audit findings and uncertain tax positions. Although we believe our tax accruals are adequate, differences may occur in the future, depending on the resolution of pending and new tax matters.

Deferred tax assets and liabilities are determined based on temporary differences between the financial reporting and tax bases of assets and liabilities using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. A valuation allowance is provided against a deferred tax asset when it is more likely than not that all or some portion of the deferred tax asset will not be realized. The determination of the required valuation allowance and the amount, if any, of deferred tax assets to be recognized involves significant estimates regarding the timing and amount of reversal of taxable temporary differences, future taxable income, and the implementation of tax planning strategies. In particular, ASC 740, Income Taxes, requires that all available positive and negative evidence be weighed to determine whether a valuation allowance should be recorded.

We are subject to taxation in the U.S. and various states and foreign jurisdictions. The amount of income taxes we pay are subject to ongoing audits by federal, state and foreign tax authorities, which may result in proposed assessments. Our estimate for the potential outcome for any uncertain tax issue is judgmental. We assess our income tax positions, and record tax benefits for all years subject to examination based upon our evaluation of the facts, circumstances and information available at the reporting date. We recognize interest accrued related to unrecognized tax benefits as a component of interest expense and penalties as a component of income tax expense in the consolidated statements of operations. If we do not believe that it is more likely than not that a tax benefit will be sustained, no tax benefit is recognized. As of **December 31, 2022** **December 31, 2023**, we had uncertain tax positions for which it is reasonably possible that amounts of unrecognized tax benefits could significantly change over the next year. These uncertain tax positions relate to our tax returns from 2014 onward.

For further discussion, see Note 9, Income taxes, to the accompanying consolidated financial statements of this Annual Report on Form 10-K.

Retirement and Other Postretirement Benefit Plans

We maintain qualified defined benefit retirement plans covering certain current and former European employees, as well as nonqualified defined benefit retirement plans, and retirement savings plans covering certain eligible U.S. and European employees and participate in a union sponsored multi-employer pension plan covering certain U.S. employees with union affiliations. In addition, we provide certain postretirement health care and life insurance benefits to eligible U.S. retirees. We have defined benefit retirement plans in **the United Kingdom**, Belgium, France, and Austria covering certain employees of our subsidiaries in those countries. **During the fourth quarter of 2023, we finalized the buy-out of the UK plan and we no longer have any obligations relative to the plan.**

Under the retirement savings plans, eligible U.S. employees can contribute up to 75% of their compensation to an individual 401(k) retirement savings account. We make matching contributions equal to 50% of employee contributions, not to exceed 3% of employee compensation.

We use actuarial models to account for our pension and postretirement plans, which require the use of certain assumptions, such as the expected long-term rate of return, discount rate, rate of compensation increase, healthcare cost trend rates, and retirement and mortality rates, to determine the net periodic costs of such plans. These assumptions are reviewed and set annually at the beginning of each year. In addition, these models use an “attribution approach” that generally spreads individual events, such as plan amendments and changes in actuarial assumptions, over the service lives of the employees in the plan.

We use our actual return experience, future expectations of long-term investment returns, and our actual and targeted asset allocations to develop our expected rate of return assumptions used in the net periodic cost calculations of our funded European defined benefit retirement plans. Due to the difficulty involved in predicting the market performance of certain assets, there will almost always be a difference in any given year between our expected return on plan assets and the actual return. Following the attribution approach, each year’s difference is amortized over a number of future years. Over time, the expected long-term returns are designed to approximate the actual long-term returns and therefore result in a pattern of income and expense recognition that more closely matches the pattern of the services provided by the employees.

We annually set our discount rate assumption for retirement-related benefits accounting to reflect the rates available on high-quality, fixed-income debt instruments. The rate of compensation increase, which is another significant assumption used in the actuarial model for pension accounting, is determined by us based upon our long-term plans for such increases and assumed inflation. For the postretirement health care and life insurance benefits plan, we review external data and its historical trends for health care costs to determine the health care cost trend rates. Retirement and mortality rates are based primarily on actual plan experience.

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Actual results that differ from our assumptions are accumulated and amortized over future periods and therefore, generally affect the net periodic costs and recorded obligations in such future periods. While we believe that the assumptions used are appropriate,

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significant changes in economic or other conditions, employee demographics, retirement and mortality rates, and investment performance may materially impact such costs and obligations.

For more information regarding our pension and other postretirement benefit plans, see Note 8, Retirement and Other **Postemployment** **Postretirement** Benefit Plans, to the accompanying consolidated financial statements of this Annual Report on Form 10-K.

Long-Lived Assets and Goodwill

We have significant long-lived assets. We review these assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The assessment of possible impairment is based upon our

ability to recover the carrying value of the assets from the estimated undiscounted future net cash flows, before interest and taxes, of the related operations. If these cash flows are less than the carrying value of such assets, an impairment loss is recognized for the difference between estimated fair value and carrying value. The measurement of impairment requires estimates of these cash flows and fair value. The calculation of fair value is determined based on discounted cash flows. In determining fair value, a considerable amount of judgment is required to determine discount rates, market premiums, financial forecasts, and asset lives.

In addition, we review goodwill for impairment at the reporting unit level at least annually, and whenever events or changes in circumstances indicate that goodwill might be impaired. We have four reporting units within the Composite Materials segment, each of which are components that constitute a business for which discrete financial information is available and for which appropriate management regularly reviews the operating results. Within the Engineered Products segment, the reporting unit is the segment as it comprises only a single component.

Commitments and Contingencies

We are involved in litigation, investigations and claims arising out of the normal conduct of our business, including those relating to commercial transactions, environmental, employment and health and safety matters. We estimate and accrue our liabilities resulting from such matters based upon a variety of factors, including the stage of the proceeding; potential settlement value; assessments by internal and external counsel; and assessments by environmental engineers and consultants of potential environmental liabilities and remediation costs. We believe we have adequately accrued for these potential liabilities; however, facts and circumstances may change, such as new developments, or a change in approach, including a change in settlement strategy or in an environmental remediation plan, or in our existing insurance coverage, that could cause the actual liability to exceed the estimates, or may require adjustments to the recorded liability balances in the future. For further discussion, see Note 16, Commitments and Contingencies, to the accompanying consolidated financial statements of this Annual Report on Form 10-K.

Market Risks

As a result of our global operating and financing activities, we are exposed to various market risks that may affect our consolidated results of operations and financial position. These market risks include, but are not limited to, fluctuations in currency exchange rates, which impact the U.S. dollar value of transactions, assets and liabilities denominated in foreign currencies and fluctuations in interest rates, which impact the amount of interest we must pay on certain debt instruments. Our primary currency exposures are in Europe, where we have significant business activities. To a lesser extent, we are also exposed to fluctuations in the prices of certain commodities, such as electricity, natural gas, acrylonitrile, aluminum, and certain chemicals. In addition, we have several contracts with both suppliers and customers that contain pricing adjustments based on the price of oil outside of a specified band.

We attempt to net individual exposures, when feasible, taking advantage of natural offsets. In addition, we employ or may employ interest rate, commodity and foreign currency financial instruments for the purpose of hedging certain specifically identified interest rate, commodity, and currency exposures. The use of these financial instruments is intended to mitigate some of the risks associated with fluctuations in interest rates, commodities and currency exchange rates but does not eliminate such risks. We do not use financial instruments for trading or speculative purposes.

Interest Rate Risks

A portion of Outstanding balances that exist under our Facility are included in our long-term debt bears interest at variable rates. From time to time we have entered into interest rate swap agreements to change the underlying mix of variable and fixed interest rate debt. These interest rate swap agreements have modified the percentage of total debt that is exposed to changes in market interest rates. Assuming

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a 10% favorable and a 10% unfavorable change in the underlying weighted average interest rates of our variable rate debt and swap agreements, interest expense for 2022 2023 of \$36.5 million \$34.0 million would not be materially impacted.

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Foreign Currency Exchange Risks

We operated thirteen twelve manufacturing facilities in Europe, Asia and Africa which generated approximately 48% 50% of our 2022 2023 consolidated net sales. Our European business activities primarily involve three major currencies — the U.S. dollar, the British pound sterling, and the Euro. We also conduct business and sell products to customers throughout the world. Most of the sales in these countries are denominated in U.S. dollars and they have local currency expenses. Currency risk for the Asia and Africa locations is not considered material.

In 2022, 2023, our European subsidiaries had third-party sales of \$0.8 billion \$0.9 billion of which approximately 67% were denominated in U.S. dollars, 32% were denominated in Euros and 1% were denominated in British pounds sterling. While we seek to reduce the exposure of our European subsidiaries to their sales in non-functional currencies through the purchase of raw materials in the same currency as that of the product sale, the net contribution of these sales to cover the costs of the subsidiary in its functional currency will vary with changes in foreign exchange rates, and as a result, so will vary the European subsidiaries' percentage margins and profitability. For revenues denominated in the functional currency of the subsidiary, changes in foreign currency exchange rates increase or decrease the value of these revenues in U.S. dollars, but do not affect the profitability of the subsidiary in its functional currency. The value of our investments in these countries could be impacted by changes in currency exchange rates over time and could impact our ability to profitably compete in international markets.

We attempt to net individual functional currency positions of our various European subsidiaries, to take advantage of natural offsets and reduce the need to employ foreign currency forward exchange contracts. We attempt to hedge some, but not necessarily all, of the net exposures of our European subsidiaries resulting from sales they make in non-functional currencies. The benefit of such hedges varies with time and the foreign exchange rates at which the hedges are set. For example, when the Euro strengthened against the U.S. dollar, the benefit of new hedges placed was much less than the value of hedges they replaced that were entered into when the U.S. dollar was stronger. We seek to may place additional foreign currency hedges when the dollar strengthens against the Euro or British pound. We do not seek to hedge the value of our European subsidiaries' functional currency sales and profitability in U.S. dollars. We also enter into short-term foreign currency forward exchange contracts, usually with a term of ninety days or less, to hedge net currency exposures resulting from specifically identified transactions. Consistent with the nature

of the economic hedge provided by such contracts, any Any unrealized gain or loss on these foreign currency forward exchange contracts would be offset by corresponding decreases or increases, respectively, of the underlying transaction being hedged.

We have performed a sensitivity analysis as of December 31, 2022 December 31, 2023 using a modeling technique that measures the changes in the fair values arising from a hypothetical 10% adverse movement in the levels of foreign currency exchange rates relative to the U.S. dollar with all other variables held constant. The analysis includes all of our foreign currency hedge contracts. The sensitivity analysis indicated that a hypothetical 10% adverse movement in foreign currency exchange rates would have an approximately \$1.6 million \$0.9 million impact on our 2022 2023 operating income. However, it should be noted that over time as the adverse movement (in our case a weaker dollar as compared to the Euro or the British pound sterling) continues and new hedges are layered in at the adverse rate, the impact would be more significant. For example, had we not had any hedges in place for 2022, 2023, a 10% adverse movement would have reduced our operating income by approximately \$24.2 million \$26.1 million.

Foreign Currency Forward Exchange Contracts

A number of our European subsidiaries are exposed to the impact of exchange rate volatility between the U.S. dollar and the subsidiaries' functional currencies, being either the Euro or the British pound sterling. We entered into contracts to exchange U.S. dollars for Euros and British pound sterling through June 2025, 2026. The aggregate notional amount of these contracts was \$503.3 million \$393.3 million at December 31, 2022 December 31, 2023. The purpose of these contracts is to hedge a portion of the forecasted transactions of European subsidiaries under long-term sales contracts with certain customers. These contracts are expected to provide us with a more balanced matching of future cash receipts and expenditures by currency, thereby reducing our exposure to fluctuations in currency exchange rates. For the three years ended December 31, 2022 December 31, 2023, hedge ineffectiveness was immaterial. Cash flows associated with these contracts are classified within net cash provided by operating activities of continuing operations.

For further discussion, see Note 15, Derivative Financial Instruments, to the accompanying consolidated financial statements of this Annual Report on Form 10K, 10-K.

Consolidated Financial Statements and Supplementary Data

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Management's Responsibility for Consolidated Financial Statements

Hexcel management has prepared and is responsible for the consolidated financial statements and the related financial data contained in this report. These financial statements, which include estimates, were prepared in accordance with accounting principles generally accepted in the United States of America. Management uses its best judgment to ensure that such statements reflect fairly the consolidated financial position, results of operations and cash flows of the Company.

The Audit Committee of the Board of Directors reviews and monitors the consolidated financial statements and accounting policies of Hexcel. These financial statements and policies are reviewed regularly by management and such financial statements are audited by our independent registered public accounting firm, Ernst & Young LLP. The Audit Committee, composed solely of outside directors, meets periodically, separately, and jointly, with management and the independent registered public accounting firm.

Management's Report on Internal Control Over Financial Reporting

Hexcel management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 13a-15(f) under the Securities Exchange Act of 1934, as amended, as a process designed by, or under the supervision of, the company's principal executive and principal financial officers and effected by the company's board of directors, management and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and includes those policies and procedures that:

- pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the company;
- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and
- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Hexcel management has assessed the effectiveness of our internal control over financial reporting as of **December 31, 2022** **December 31, 2023**. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control-Integrated Framework (2013)*. Based on our assessment, management concluded that, as of **December 31, 2022** **December 31, 2023**, our internal control over financial reporting was effective.

The effectiveness of Hexcel's internal control over financial reporting, as of **December 31, 2022** **December 31, 2023**, has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in its report that appears on page 43.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors of Hexcel Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Hexcel Corporation and **Subsidiaries** **Subsidiaries** (the **"Company"** **Company**) as of **December 31, 2022** **December 31, 2023** and **2021, 2022**, the related consolidated statements of operations, comprehensive income (loss), **stockholders'** **stockholders'** equity and cash flows for each of the three years in the period ended **December 31, 2022** **December 31, 2023**, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at **December 31, 2022** **December 31, 2023** and **2021, 2022**, and the results of its operations and its cash flows for each of the three years in the period ended **December 31, 2022** **December 31, 2023**, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) **"PCAOB"** **(PCAOB)**, the **Company's** **Company's** internal control over financial reporting as of **December 31, 2022** **December 31,**

2023, based on criteria established in *Internal Control—Integrated Control Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 8, 2023 February 7, 2024 expressed an unqualified opinion thereon. thereon

Basis for Opinion

These financial statements are the responsibility of the Company's Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB. PCAOB

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the account accounts or disclosure disclosures to which it relates.

Valuation of deferred tax assets Revenue Recognition

Description of the Matter

At December 31, 2022, The Company's revenue was \$1,789 million for the Company had deferred tax assets related to deductible temporary differences and carryforwards of \$161.7 million, which is net of a \$8.3 million valuation allowance. year ended December 31, 2023. As explained in Notes 1 and 9 of 11 to the consolidated financial statements, revenue is predominately derived from a single performance obligation under long-term agreements with customers and pricing is fixed and determinable. The majority of revenue is recognized at a point in time when the determination customer has obtained control of the required valuation allowance and the amount, if any, of deferred tax assets to be recognized involves significant estimates regarding the timing and amount of future taxable income in certain jurisdictions. product.

The principal consideration for our determination that performing procedures relating to revenue recognition is a critical audit matter is the extensive audit effort in performing procedures related to the Company's revenue recognition.

Management's analysis of the realizability of its deferred tax assets was significant to our audit because the amounts and disclosures are material to the financial statements and involved subjective estimation and audit judgment.

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How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of controls that address the risks of material misstatement relating to deferred tax assets, including controls over management's estimates related to the realizability of deferred tax assets.

revenue recognition.

Among other audit

Our procedures performed, we included, among others, (i) assessing the completeness, accuracy, and existence of revenue recognized by testing the correlation of revenue to accounts receivable and cash, (ii) testing a sample of revenue transactions by obtaining and inspecting source documents, including purchase orders, invoices, proof of shipment and cash receipts and (iii) confirming a sample of outstanding customer invoice balances, and for confirmations not returned, obtaining and inspecting source documents, including invoices, proof of shipment, and subsequent cash receipts, where applicable. We also evaluated the Company's assessment of the realizability of deferred tax assets and the resultant valuation allowance including management's estimates of future taxable income in certain jurisdictions. We compared management's estimates of future taxable income with current industry and economic trends, the actual results of prior periods, and other forecasted financial information prepared by the Company. We have evaluated the Company's income tax revenue recognition disclosures included in Notes 1 and 9 related to the realizability of deferred tax assets and the resultant valuation allowance. 11.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2016.

Stamford, Connecticut

February 8, 2023 7, 2024

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors of Hexcel Corporation

Opinion on Internal Control over Financial Reporting

We have audited Hexcel Corporation and Subsidiaries' (the "Company") subsidiaries internal control over financial reporting as of December 31, 2022 December 31, 2023, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the "COSO criteria") COSO criteria. In our opinion, the Company Hexcel Corporation and subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2022 December 31, 2023, based on the COSO criteria. criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB") (PCAOB), the consolidated balance sheets of the Company as of December 31, 2022 December 31, 2023 and 2021, 2022, the related consolidated statements of operations, comprehensive income (loss), stockholders' stockholders' equity and cash flows for each of the three years in the period ended December 31, 2022 December 31, 2023, and the related notes (collectively referred to as the "financial statements") of the Company and our report dated February 8, 2023 February 7, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are

being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Stamford, Connecticut

February 8, 2023 7, 2024

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Hexcel Corporation and Subsidiaries

Consolidated Balance Sheets

As of December 31,

(In millions)	2022	2021	2023	2022
Assets				
Current assets:				
Cash and cash equivalents	\$ 112.0	\$ 127.7	\$ 227.0	\$ 112.0
Accounts receivable, net	222.7	160.3	234.7	222.7
Inventories	319.3	245.7	334.4	319.3
Contract assets	32.0	30.5	25.1	32.0
Prepaid expenses and other current assets	38.9	39.5	43.0	38.9
Assets held for sale	9.5	12.6	-	9.5
Total current assets	734.4	616.3	864.2	734.4
Property, plant and equipment	3,087.9	3,110.0	3,195.5	3,087.9
Less accumulated depreciation	(1,430.1)	(1,363.9)	(1,516.8)	(1,430.1)
Property, plant and equipment, net	1,657.8	1,746.1	1,678.7	1,657.8

Goodwill and other intangible assets	256.0	267.5	251.3	256.0
Investments in affiliated companies	47.6	44.6	5.0	47.6
Other assets	141.5	144.9	119.3	141.5
Total assets	2,837	2,819		
	\$.3	\$.4	\$ 2,918.5	\$ 2,837.3
Liabilities and Stockholders' Equity				
Current liabilities:				
Short-term borrowings	\$ 0.2	\$ 0.9	\$ 0.1	\$ 0.2
Accounts payable	155.5	113.2	159.1	155.5
Accrued compensation and benefits	69.6	54.4	75.7	69.6
Financial instruments	22.0	5.7	6.0	22.0
Accrued liabilities	82.5	73.4	75.0	82.5
Total current liabilities	329.8	247.6	315.9	329.8
Long-term debt				
	723.3	822.4	699.4	723.3
Retirement obligations	42.7	52.6	42.6	42.7
Deferred income taxes	126.4	140.0	110.6	126.4
Other non-current liabilities	60.9	71.3	33.5	60.9
Total liabilities	1,283	1,333		
	.1	.9	1,202.0	1,283.1
Stockholders' equity:				
Common stock, \$0.01 par value, 200.0 shares authorized, 110.4 shares and 110.1 shares issued at December 31, 2022 and 2021, respectively				
	1.1	1.1		
Common stock, \$0.01 par value, 200.0 shares authorized, 110.8 shares and 110.4 shares issued at December 31, 2023 and 2022, respectively				
			1.1	1.1
Additional paid-in capital	905.0	878.6	936.8	905.0
Retained earnings	2,104	2,012		
	.9	.5	2,168.7	2,104.9
Accumulated other comprehensive loss	(174.	(126.		
	4)	5)	(74.1)	(174.4)
	2,836	2,765		
	.6	.7	3,032.5	2,836.6

Less – Treasury stock, at cost, 26.2 shares at December 31, 2022 and 26.1 shares at December 31, 2021	(1,28 2.4)	(1,28 0.2)		
Less – Treasury stock, at cost, 26.7 shares at December 31, 2023 and 26.2 shares at December 31, 2022			(1,316.0)	(1,282.4)
Total stockholders' equity	1,554 .2	1,485 .5	1,716.5	1,554.2
Total liabilities and stockholders' equity	2,837 \$.3	2,819 \$.4	2,918.5 \$	2,837.3 \$

The accompanying notes are an integral part of these consolidated financial statements.

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Hexcel Corporation and Subsidiaries
Consolidated Statements of Operations
For the Years Ended December 31,

(In millions, except per share data)	2023	2022	2021
Net sales	\$ 1,789.0	\$ 1,577.7	\$ 1,324.7
Cost of sales	1,355.8	1,220.6	1,074.6
Gross margin	433.2	357.1	250.1
Selling, general and administrative expenses	163.8	148.0	135.0
Research and technology expenses	52.7	45.8	45.1
Other operating expense (income)	1.4	(11.9)	18.2
Operating income	215.3	175.2	51.8
Interest expense, net	34.0	36.2	38.3
Other expense (income)	71.6	(10.8)	(8.5)
Income before income taxes, and equity in earnings from affiliated companies	109.7	149.8	22.0
Income tax expense	12.1	31.6	5.9
Income before equity in earnings	97.6	118.2	16.1
Equity in earnings from affiliated companies	8.1	8.1	-
Net income	\$ 105.7	\$ 126.3	\$ 16.1
Basic net income per common share:	\$ 1.25	\$ 1.50	\$ 0.19

Diluted net income per common share:	\$	1.24	\$	1.49	\$	0.19
Weighted-average common shares:						
Basic		84.6		84.4		84.1
Diluted		85.5		85.0		84.6

Hexcel Corporation and Subsidiaries

Consolidated Statements of Comprehensive Income (Loss)

For the Years Ended December 31,

(In millions)	2023	2022	2021
Net Income	\$ 105.7	\$ 126.3	\$ 16.1
Currency translation adjustments	29.1	(48.2)	(26.9)
Net unrealized pension and other benefit actuarial loss and prior service credits (net of tax)	50.1	12.6	(21.3)
Net unrealized gain (loss) on financial instruments (net of tax)	21.1	(12.3)	(18.7)
Total other comprehensive (loss) income	100.3	(47.9)	(66.9)
Comprehensive income (loss)	\$ 206.0	\$ 78.4	\$ (50.8)

The accompanying notes are an integral part of these consolidated financial statements.

Hexcel Corporation and Subsidiaries

Consolidated Statements of Operations Stockholders' Equity

For the Years Ended December 31, December 31, 2023, 2022 and 2021

(In millions, except per share data)	2022	2021	2020
Net sales	\$ 1,577.7	\$ 1,324.7	\$ 1,502.4
Cost of sales	1,220.6	1,074.6	1,262.7
Gross margin	357.1	250.1	239.7
Selling, general and administrative expenses	148.0	135.0	121.1
Research and technology expenses	45.8	45.1	46.6
Other operating (income) expense	(11.9)	18.2	57.9
Operating income	175.2	51.8	14.1
Interest expense, net	36.2	38.3	41.8
Other income	(10.8)	(8.5)	—
Income (loss) before income taxes, and equity in earnings from affiliated companies	149.8	22.0	(27.7)
Income tax expense (benefit)	31.6	5.9	(61.0)
Income before equity in earnings	118.2	16.1	33.3
Equity in earnings (losses) from affiliated companies	8.1	-	(1.6)
Net income	\$ 126.3	\$ 16.1	\$ 31.7
Basic net income per common share:	\$ 1.50	\$ 0.19	\$ 0.38
Diluted net income per common share:	\$ 1.49	\$ 0.19	\$ 0.38
Weighted-average common shares:			
Basic	84.4	84.1	83.8
Diluted	85.0	84.6	84.0

Hexcel Corporation and Subsidiaries

Consolidated Statements of Comprehensive Income (Loss)

For the Years Ended December 31,

(In millions)	2022	2021	2020
Net Income	\$ 126.3	\$ 16.1	\$ 31.7

Currency translation adjustments	(48.2)	(26.9)	54.6
Net unrealized pension and other benefit actuarial loss and prior service credits (net of tax)	12.6	(21.3)	(18.0)
Net unrealized (loss) gain on financial instruments (net of tax)	(12.3)	(18.7)	22.5
Total other comprehensive (loss) income	(47.9)	(66.9)	59.1
Comprehensive income (loss)	\$ 78.4	\$ (50.8)	\$ 90.8

(In millions)	Common Stock			Accumulated		Total Stockholder s' Equity
	Additional			Other		
	Par	Paid-In	Retained	Comprehensive	Treasury	
		Capital	Earnings		Loss	
Balance, December 31, 2020	\$ 1.1	\$ 849.7	\$ 1,996.4	\$ (59.6)	\$ (1,277.4)	\$ 1,510.2
Net income	—	—	16.1	—	—	16.1
Change in other comprehensive income – net of tax	—	—	—	(66.9)	—	(66.9)
Stock-based activity	—	28.9	—	—	(2.8)	26.1
Balance, December 31, 2021	\$ 1.1	\$ 878.6	\$ 2,012.5	\$ (126.5)	\$ (1,280.2)	\$ 1,485.5
Net income	—	—	126.3	—	—	126.3
Dividends on common stock (\$0.40 per share)	—	—	(33.9)	—	—	(33.9)
Change in other comprehensive (loss) – net of tax	—	—	—	(47.9)	—	(47.9)
Stock-based activity	—	26.4	—	—	(2.2)	24.2
Balance, December 31, 2022	\$ 1.1	\$ 905.0	\$ 2,104.9	\$ (174.4)	\$ (1,282.4)	\$ 1,554.2
Net income	—	—	105.7	—	—	105.7
Dividends on common stock (\$0.50 per share)	—	—	(41.9)	—	—	(41.9)
Repurchases of common stock	—	—	—	—	(30.1)	(30.1)
Change in other comprehensive income – net of tax	—	—	—	100.3	—	100.3
Stock-based activity	—	31.8	—	—	(3.5)	28.3
Year Ended December 31, 2023	\$ 1.1	\$ 936.8	\$ 2,168.7	\$ (74.1)	\$ (1,316.0)	\$ 1,716.5

The accompanying notes are an integral part of these consolidated financial statements.

Hexcel Corporation and Subsidiaries

Consolidated Statements of Stockholders' Equity

For the Years Ended December 31, 2022, 2021 and 2020

(In millions)	Common Stock			Accumulated		Total Stockholder s' Equity
	Additional		Retained Earnings	Comprehensive Loss	Treasury Stock	
	Par	Paid-In				
		Capital				
Balance, December 31, 2019	\$ 1.1	\$ 829.9	\$ 1,978.9	\$ (118.7)	\$ (1,245.1)	\$ 1,446.1
Net income	—	—	31.7	—	—	31.7
Dividends on common stock (\$0.17 per share)	—	—	(14.2)	—	—	(14.2)
Change in other comprehensive income – net of tax	—	—	—	59.1	—	59.1
Stock-based activity	—	19.8	—	—	—	19.8
Acquisition of treasury stock	—	—	—	—	(32.3)	(32.3)
Balance, December 31, 2020	\$ 1.1	\$ 849.7	\$ 1,996.4	\$ (59.6)	\$ (1,277.4)	\$ 1,510.2
Net income	—	—	16.1	—	—	16.1
Change in other comprehensive (loss) – net of tax	—	—	—	(66.9)	—	(66.9)
Stock-based activity	—	28.9	—	—	(2.8)	26.1
Balance, December 31, 2021	\$ 1.1	\$ 878.6	\$ 2,012.5	\$ (126.5)	\$ (1,280.2)	\$ 1,485.5
Net income	—	—	126.3	—	—	126.3
Dividends on common stock (\$0.40 per share)	—	—	(33.9)	—	—	(33.9)
Change in other comprehensive (loss) – net of tax	—	—	—	(47.9)	—	(47.9)
Stock-based activity	—	26.4	—	—	(2.2)	24.2
Year Ended December 31, 2022	\$ 1.1	\$ 905.0	\$ 2,104.9	\$ (174.4)	\$ (1,282.4)	\$ 1,554.2

The accompanying notes are an integral part of these consolidated financial statements.

Hexcel Corporation and Subsidiaries

Consolidated Statements of Cash Flows

For the Years Ended December 31,

(In millions)	2022	2021	2020	2023	2022	2021
Cash flows from operating activities						
	126.					
Net income	\$ 3	\$ 16.1	\$ 31.7	\$ 105.7	\$ 126.3	\$ 16.1
Reconciliation to net cash provided by operating activities:						
	126.	138.	140.			
Depreciation and amortization	2	0	9	124.8	126.2	138.0
Amortization of deferred financing costs and debt discount	0.7	3.1	1.2	0.6	0.7	3.1
			(51.			
Deferred income taxes	(3.1)	(2.6)	4)	(32.7)	(3.1)	(2.6)
Equity in earnings from affiliated companies	(8.1)	—	1.6	(8.1)	(8.1)	—
Stock-based compensation	20.0	19.0	15.4	20.9	20.0	19.0
Merger and restructuring expenses, net of payments	(0.7)	(5.6)	23.0			
Restructuring expenses, net of payments				(4.4)	(0.7)	(5.6)
Pension settlement				70.5	—	—
	(19.					
Gain on sale of assets	4)	—	—	(0.8)	(19.4)	—
Impairment of assets	1.6	—	—	3.1	1.6	—
Gain on sale of investments	(0.3)	—	—			
Loss (gain) on sale of investments				3.0	(0.3)	—
Changes in assets and liabilities:						
	(62.	(40.	110.			
(Increase) decrease in accounts receivable	8)	7)	0			
	(82.	(40.	129.			
(Increase) decrease in inventories	4)	4)	4			
(Increase) decrease in prepaid expenses and other current assets	(8.3)	13.0	11.2			
Increase (decrease) in accounts payable/accrued liabilities	80.8	49.8	(134 .1)			
Increase in accounts receivable				(8.9)	(62.8)	(40.7)
Increase in inventories				(8.9)	(82.4)	(40.4)
Decrease (increase) in prepaid expenses and other current assets				2.6	(8.3)	13.0

(Decrease) increase in accounts payable/accrued liabilities				(12.2)	80.8	49.8
			(14.6)			
Other – net	2.6	2.0	6)	1.9	2.6	2.0
Net cash provided by operating activities	173.1	151.7	264.3	257.1	173.1	151.7
Cash flows from investing activities						
Capital expenditures	(76.3)	(27.9)	(50.6)	(108.2)	(76.3)	(27.9)
Proceeds from sale of assets	21.2	—	—	10.3	21.2	—
Proceeds from sale of investments	0.5	—	—	47.2	0.5	—
Net cash used for investing activities	(54.6)	(27.9)	(50.6)	(50.7)	(54.6)	(27.9)
Cash flows from financing activities						
			(49.9)			
Repayments of Euro term loan	—	—	9)			
Borrowing from senior unsecured credit facility - 2028				98.0	—	—
Repayment of senior unsecured credit facility - 2028				(98.0)	—	—
Borrowing from senior unsecured credit facility - 2024	50.0	—	422.0	65.0	50.0	—
Repayment of senior unsecured credit facility - 2024	(150.0)	(103.0)	(507.0)	(90.0)	(150.0)	(103.0)
Repayment of finance lease obligation and other debt, net	(0.6)	(0.9)	(0.2)	(0.2)	(0.6)	(0.9)
Issuance costs related to senior credit facility	—	—	(1.3)	(2.5)	—	—
Dividends paid	(33.7)	—	(14.2)	(42.2)	(33.7)	—
Repurchase of stock	—	—	(24.6)	(30.1)	—	—
Activity under stock plans	4.3	7.1	(3.3)	7.4	4.3	7.1
Net cash used for financing activities	(130.0)	(96.8)	(178.5)	(92.6)	(130.0)	(96.8)
Effect of exchange rate changes on cash and cash equivalents	(4.2)	(2.6)	3.7	1.2	(4.2)	(2.6)
Net increase in cash and cash equivalents	(15.7)	24.4	38.9			

Net increase (decrease) in cash and cash equivalents				115.0	(15.7)	24.4
	127.	103.				
Cash and cash equivalents at beginning of period	7	3	64.4	112.0	127.7	103.3
	112.	127.	103.			
Cash and cash equivalents at end of period	\$ 0	\$ 7	\$ 3	\$ 227.0	\$ 112.0	\$ 127.7
Supplemental data:						
Cash paid during the year for:						
Interest, net of capitalized interest	\$ 35.4	\$ 36.1	\$ 41.6	\$ 34.6	\$ 35.4	\$ 36.1
Income Taxes	\$ 35.9	\$ 1.2	\$ (0.2)	\$ 59.1	\$ 35.9	\$ 1.2
Accrual basis additions to property, plant and equipment	\$ 69.8	\$ 41.4	\$ 42.5	\$ 121.6	\$ 69.8	\$ 41.4

The accompanying notes are an integral part of these consolidated financial statements.

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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 1 — Significant Accounting Policies

Nature of Operations

Hexcel Corporation and its subsidiaries (herein referred to as “Hexcel”, “the Company”, “we”, “us”, or “our”), is a global leader in advanced lightweight composites technology. We propel the future of flight, energy generation, transportation, and recreation through excellence in providing innovative high-performance material solutions that are lighter, stronger and tougher, helping to create a better world for us all. Our broad product range includes carbon fiber, specialty reinforcements, prepregs and other fiber-reinforced matrix materials, honeycomb, resins, engineered core and composite structures for use in commercial aerospace, space and defense, and industrial applications.

We serve international markets through manufacturing facilities, sales offices and representatives located in the Americas, Europe, Asia Pacific, India, and Africa. We also have had a presence in Malaysia where we are were a partner in a joint venture which manufactures composite structures for Commercial Aerospace applications. In December 2023, we sold our 50% interest in the joint venture and received net proceeds of approximately \$44.7 million and recorded a loss on the sale of \$3.0 million (including

the write-off of approximately \$9.0 million in currency translation adjustments) which was included in Other expense (income) in the Consolidated Statements of Operations for the year ended December 31, 2023.

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of Hexcel Corporation and its subsidiaries after elimination of all intercompany accounts, transactions, and profits. At December 31, 2022, we had a Results for the years ended 2023 and 2022, included our 50% equity ownership investment in the joint venture described above in Malaysia which is was accounted for using the equity method of accounting. As mentioned above, we sold our interest in the joint venture in December 2023.

Basis of Presentation

The accompanying consolidated financial statements have been prepared by us pursuant to the rules and regulations of the U.S. Securities and Exchange Commission ("SEC") and are in conformity with U.S. generally accepted accounting principles ("GAAP"). Our fiscal year end is December 31. Unless otherwise stated, all years and dates refer to our fiscal year.

In November 2020, we closed our wind energy prepreg production facility in Windsor, Colorado and as a result, certain Colorado. The plant assets to be sold have been were recorded in "Assets held for sale" in the Consolidated Balance Sheets at both December 31, 2022. In July 2023, we finalized the sale of this facility and 2021. During received approximately \$10.3 million in net proceeds from the year ended December 31, 2022, we reduced the carrying value sale of the Windsor facility by property and recorded a gain of approximately \$3 0.8 million which was recorded is included in "Other operating (income) expense" on in the Consolidated Statements Statement of Operations.

Use of Estimates

Preparation of the accompanying consolidated financial statements and related disclosures in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and all highly liquid investments with an original maturity of three months or less when purchased. Our cash equivalents are held in prime money market investments with strong sponsor organizations which are monitored on a continuous basis.

Inventories

Inventories are stated at the lower of cost or net realizable value, with cost determined using a standard rate per unit of finished goods when the average cost methods. plant is operating at normal or planned capacity. Inventory is reported at its estimated net realizable value based upon our historical experience with inventory becoming obsolete due to age, changes in technology and other factors. Inventory cost consists of materials, labor, and manufacturing related overhead associated with the purchase and production of inventories.

Property, Plant and Equipment

Property, plant and equipment, including capitalized interest applicable to major project expenditures, is recorded at cost. Asset and accumulated depreciation accounts are eliminated for dispositions, with resulting gains or losses reflected in earnings. Depreciation of plant and equipment is provided generally using the straight-line method over the estimated useful lives of the various assets. The estimated useful lives range from 10 to 40 years for buildings and improvements and from 3 to 25 years for machinery and

equipment. Repairs and maintenance are expensed as incurred, while major replacements and betterments are capitalized and depreciated over the remaining useful life of the related asset.

Leases

The Company regularly enters into operating leases for certain buildings, equipment, parcels of land, and vehicles and accounts for such leases under the provisions of Accounting Standards Codification ("ASC") 842, accounting for leases. Accordingly, we capitalize all agreements with terms for more than one year, where a right of use asset was identified. Generally, amounts capitalized represent the present value of minimum lease payments over the term, and the duration is equivalent to the base agreement, however, management uses certain assumptions when determining the value and duration of leases. These assumptions include, but are not limited to, the probability of renewing a lease term, certain future events impacting lease payments, as well as fair values not explicit in an agreement. Such assumptions impacted the duration of many of our building leases, as well as certain of our equipment leases. In addition, we elected certain expedients, such as the election to capitalize lease and non-lease components of an agreement as a single component for purposes of simplicity, with the exception of those related to equipment and machinery.

In determining the lease renewal, management considers the need and ability to substitute a given asset, as well as certain conditions such as related contractual obligations to our customers (i.e., a contractual obligation of a customer requiring certain manufacturing proximities). In determining fair value, management considers the stand-alone value of an asset in an ordinary market as well as incurring certain costs to terminate an agreement. Most of our leases do not include variable payments but contain scheduled escalations. Any lease payments tied to certain future indexes are adjusted on a **go forward** **go-forward** basis as those indexes become known.

Goodwill and Other Intangible Assets

Goodwill represents the excess of the purchase price over the fair value of the identifiable net assets of an acquired business. Goodwill is tested for impairment at the reporting unit level annually, in the fourth quarter, or when events or changes in circumstances indicate that goodwill might be impaired. The Company performed a qualitative assessment ("Step Zero") and

determined that it was more likely than not that the fair values of our reporting units were not less than their carrying values and it was not necessary to perform a quantitative goodwill impairment test.

We amortize the cost of other intangibles over their estimated useful lives unless such lives are deemed indefinite. We have indefinite lived intangible assets which are not amortized but are tested annually for impairment during the fourth quarter of each year, or when events or changes in circumstances indicate the potential for impairment. If the carrying amount of the indefinite lived intangible exceeds the fair value, it is written down to its fair value, which is calculated using a discounted cash flow model.

Impairment of Long-Lived Assets

The Company reviews long-lived assets, including property, plant and equipment and definite-lived intangible assets, for impairment whenever changes in circumstances or events may indicate that the carrying amounts are not recoverable. These indicators include, but are not limited to: a significant decrease in the market price of a long-lived asset, a significant change in the extent or manner in which a long-lived asset is used or its physical condition, a significant adverse change in legal factors or business climate that could affect the value of a long-lived asset, an accumulation of costs significantly in excess of the amount expected for the acquisition or construction of a long-lived asset, a current period operating or cash flow loss combined with a history of losses associated with a long-lived asset and a current expectation that, more likely than not, a long-lived asset will be sold or otherwise disposed of significantly before the end of its previously estimated life.

Software Development Costs

Costs incurred to develop software for internal use and for software accessed through the cloud in a hosting arrangement are accounted for under ASC 350-40, "Internal-Use Software." All costs relating to the preliminary project stage and the post-implementation/operation stage are expensed as incurred. Costs incurred during the application development stage are capitalized and amortized over the useful life of the software or the noncancelable term of the hosting arrangement, which can range from three to ten years.

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years. The amortization of capitalized costs commences after the software testing has been tested completed, the software/module/component is ready for its intended use and is placed into operations, not dependent on the completion on any other modules/components.

Debt Financing Costs

Debt financing costs are deferred and amortized to interest expense over the life of the related debt. We capitalize financing fees related to our revolving credit facility and record them as a non-current asset in our Consolidated Balance Sheets. Financing fees

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related to our bonds and notes are capitalized and recorded as a non-current contra liability in our Consolidated Balance Sheets. See Note 6, Debt, for further information on debt financing costs.

Share-Based Compensation

The fair value of Restricted Stock Units ("RSUs") is equal to the market price of our stock at date of grant and is amortized to expense ratably over the vesting period. Performance restricted stock units ("PRSUs") are a form of RSUs in which the number of shares ultimately received depends on the extent to which we achieve a specified performance target. The fair value of the PRSU is based on the closing market price of the Company's common stock on the date of grant and is amortized straight-line over the total vesting period. A change in the performance measure expected to be achieved is recorded as an adjustment in the period in which the change occurs. We use the Black-Scholes model to calculate the fair value for all stock option grants, based on the inputs relevant on the date granted, such as the market value of our shares, prevailing risk-free interest rate, etc. The value of the portion of the award, after considering potential forfeitures, that is ultimately expected to vest is recognized as expense in our consolidated statements of operations on a straight-line basis over the requisite service periods. The value of RSUs, PRSUs and non-qualifying options awards for retirement eligible employees is expensed on the grant date as they are fully vested.

Currency Translation

The assets and liabilities of international subsidiaries are translated into U.S. dollars at year-end exchange rates, and revenues and expenses are translated at average exchange rates during the year. Cumulative currency translation adjustments are included in "accumulated other comprehensive loss" in the stockholders' equity section of the Consolidated Balance Sheets.

Revenue Recognition

Revenue is **predominately** **predominantly** derived from a single performance obligation under long-term agreements with our customers and pricing is fixed and determinable. The majority of our revenue is recognized at a point in time when the customer has obtained control of the product. We have determined that individual purchase orders ("PO"), whose terms and conditions taken with a master agreement, create the revenue contracts which are generally short-term in nature. For those sales which are not tied to a long-term agreement, we generate a PO that is subject to our standard terms and conditions.

Revenue is recognized over time for customer contracts that contain a termination for convenience clause ("T for C") and where the products produced do not have an alternative use. For revenue recognized over time, we estimate the amount of revenue earned at a given point during the production cycle based on certain costs factors such as raw materials and labor incurred to date, plus a reasonable profit, which is known as the cost-to-cost input method.

Our revenue recognition policy recognizes the following practical expedients allowed under ASC 606:

- Payment terms with our customers which are one year or less, are not considered a performance obligation.
- Shipping and handling fees and costs incurred in connection with products sold are recorded in cost of sales in our Consolidated Statements of Operations and are not considered a performance obligation to our customers.
- Our performance obligations on our orders are generally satisfied within one year from a given reporting date therefore we omit disclosure of the transaction price allocated to remaining performance obligations on open orders.

Product Warranty

We provide for an estimated amount of product warranty at the point a claim is probable and estimable. This estimated amount is provided by product and based on current facts, circumstances, and historical warranty experience.

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Research and Technology

Significant costs are incurred each year in connection with research and technology ("R&T") programs that are expected to contribute to future earnings. Such costs are related to the development and, in certain instances, the qualification and certification of new and improved products and their uses. R&T costs are expensed as incurred.

Income Taxes

We provide for income taxes using the asset and liability approach. Under this approach, deferred income tax assets and liabilities reflect tax net operating loss and credit carryforwards and the tax effects of temporary differences between the carrying amounts of

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assets and liabilities for financial reporting and income tax purposes. Deferred tax assets require a valuation allowance when it is not more likely than not, based on the evaluation of positive and negative evidence, that the deferred tax assets will be realized. The realization of deferred tax assets is dependent upon the timing and magnitude of future taxable income prior to the expiration of the deferred tax assets' attributes. When events and circumstances **so** dictate, we evaluate the realizability of our deferred tax assets and the need for a valuation allowance by forecasting future taxable income. Investment tax credits are recorded on a flow-through basis, which reflects the credit in net income as a reduction of the provision for income taxes in the same period as the credit is realized for federal income tax purposes. In addition, we recognize interest accrued related to unrecognized tax benefits as a component of interest expense and penalties as a component of income tax expense in the Consolidated Statements of Operations.

Concentration of Credit Risk

Financial instruments that potentially subject us to significant concentrations of credit risk consist primarily of trade accounts receivable. Two customers and their related subcontractors accounted for approximately **51**54% of our annual net sales in **2023**, **51% in 2022** and 49% in **2021** and 52% in **2020**, **2021**. Refer to Note 18 for further information on significant customers. We perform ongoing credit evaluations of our customers' financial condition but generally do not require collateral or other security to support customer receivables. We establish an allowance for doubtful accounts based on factors surrounding the credit risk of specific customers, historical trends, and other financial information.

Derivative Financial Instruments

We use various financial instruments, including foreign currency forward exchange contracts, commodity, and interest rate agreements, to manage our exposure to market fluctuations by generating cash flows that offset, in relation to their amount and timing, the cash flows of certain foreign currency denominated transactions, commodities or underlying debt instruments. We mark our foreign exchange forward contracts to fair value. When the derivatives qualify, we designate our foreign currency forward exchange contracts as cash flow hedges against forecasted foreign currency denominated transactions and report the changes in fair value of the instruments in “accumulated other comprehensive loss” until the underlying hedged transactions affect income. We designate our interest rate agreements as fair value or cash flow hedges against specific debt instruments and recognize interest differentials as adjustments to interest expense as the differentials may occur; the fair value of the interest rate swaps is recorded in other assets or other non-current liabilities with a corresponding amount to “accumulated other comprehensive loss”. We do not use financial instruments for trading or speculative purposes.

In accordance with accounting guidance, we recognize all derivatives as either assets or liabilities on our Consolidated Balance Sheets and measure those instruments at fair value.

Self-insurance

We are self-insured up to specific levels for certain medical and health insurance and workers' compensation plans. Accruals are established based on actuarial assumptions and historical claim experience and include estimated amounts for incurred but not reported claims.

Recently Enacted Government Legislation

On August 16, 2022, In August 2022, the U.S. enacted the Inflation Reduction Act (the "IRA") of 2022. The IRA contains contained a number of tax provisions including a new corporate alternative minimum tax, an excise tax on stock buybacks, and incentives for energy and climate initiatives. These provisions are were effective for taxable years beginning after December 31, 2022. Currently, we We do not qualify for the corporate alternative minimum tax. The impact of tax and the excise tax will be dependent provisions had minimal impacts on the extent of our share repurchases made in future periods. 2023. We are assessing currently have not qualified for any of the applicability and impact to Hexcel of incentives for energy and climate initiatives.

Recently Issued Accounting Standards

In October 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2023-06, *Disclosure Improvements – Codification Amendments in Response to the SEC's Disclosure Update and Simplification Initiative*, which amends the disclosure or presentation requirements of a variety of Topics in the Codification to align with the SEC's regulations. The effective date for each amendment will be the date on which the SEC's removal of that related disclosure from Regulation S-X or Regulation S-K becomes effective, with early adoption prohibited. We do not expect this new standard to have a significant impact to our disclosures.

In November 2023, the FASB issued ASU No. 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*, which amends the reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. This standard is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. We do not expect this new standard to have a significant impact to our disclosures.

In December 2023, the FASB issued ASU No. 2023-09, *Income Taxes (Topic 240)*, which modifies the rules on income tax disclosures to require entities to disclose (1) specific categories in the rate reconciliation, (2) the income or loss from continuing operations before income tax expense or benefit disaggregated between domestic and foreign and (3) income tax expense or benefit from continuing operations disaggregated by Federal, state, and foreign. The update also requires entities to disclose their income tax payments to various jurisdictions. This standard is effective for fiscal years beginning after December 15, 2024, and interim periods within fiscal years beginning after December 15, 2025. We do not expect this new standard to have a significant impact to our disclosures.

Note 2 — Inventories

(In millions)	December 31,		December 31,	
	2022	2021	2023	2022
Raw materials	\$ 153.3	\$ 113.7	\$ 131.4	\$ 153.3
Work in progress	42.8	41.0	46.0	42.8
Finished goods	123.2	91.0	157.0	123.2
Total inventory	\$ 319.3	\$ 245.7	\$ 334.4	\$ 319.3

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Note 3— Accounts Receivable

(In millions)	December 31,		December 31,	
	2022	2021	2023	2022
Accounts receivable	\$ 223.1	\$ 160.9	\$ 235.1	\$ 223.1
Allowance for doubtful accounts	(0.4)	(0.6)	(0.4)	(0.4)
Accounts receivable, net	\$ 222.7	\$ 160.3	\$ 234.7	\$ 222.7

Bad debt expense was immaterial for all years presented.

Note 4 — Net Property, Plant and Equipment

(In millions)	December 31,		December 31,	
	2022	2021	2023	2022
Land	\$ 106.9	\$ 109.2	\$ 120.6	\$ 106.9
Buildings	656.2	671.8	733.7	656.2

Equipment	2,029.3	2,076.7	2,072.7	2,029.3
Construction in progress	290.0	246.6	265.0	290.0
Finance lease	5.5	5.7	3.5	5.5
Property, plant and equipment	3,087.9	3,110.0	3,195.5	3,087.9
Less accumulated depreciation	(1,430.1)	(1,363.9)	(1,516.8)	(1,430.1)
Net property, plant and equipment	\$ 1,657.8	\$ 1,746.1	\$ 1,678.7	\$ 1,657.8

Depreciation expense related to property, plant and equipment for the years ended December 31, 2022, December 31, 2023, 2022 and 2021, and 2020, was \$118.0 million, \$119.4 million, \$131.0 million and \$133.9 million, respectively. Capitalized interest of \$12.3 million, \$12.8 million, and \$13.4 million

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for 2023, 2022 and 2021, respectively, was included in construction in progress. Capitalized costs associated with software developed accessed through a hosting arrangement were \$7.4 million for internal use 2023, were not material for 2022 and 2021. were not applicable for 2021.

Note 5 — Goodwill and Purchased Intangible Assets

Changes in the carrying amount of gross goodwill and other purchased intangibles for the years ended December 31, 2022, December 31, 2023 and 2021, 2022, by segment, are as follows:

(In millions)	Composite Materials	Engineered Products	Total	Composite Materials	Engineered Products	Total
Balance as of December 31, 2020	\$ 98.7	\$ 179.1	\$ 277.8			
Amortization expense	(2.0)	(5.0)	(7.0)			
Currency translation adjustments and other	(3.3)	—	(3.3)			
Balance as of December 31, 2021	\$ 93.4	\$ 174.1	\$ 267.5	\$ 93.4	\$ 174.1	\$ 267.5
Amortization expense	(1.8)	(5.0)	(6.8)	(1.8)	(5.0)	(6.8)
Currency translation adjustments and other	(4.7)	—	(4.7)	(4.7)	—	(4.7)

Balance as of December 31, 2022	\$ 86.9	\$ 169.1	\$ 256.0	\$ 86.9	\$ 169.1	\$ 256.0
Amortization expense	(1.8)	(5.0)	(6.8)			
Currency translation adjustments and other	2.1	—	2.1			
Balance as of December 31, 2023	\$ 87.2	\$ 164.1	\$ 251.3			

We performed our annual impairment review of goodwill as of November 30, 2022 November 30, 2023 and determined that it was more likely than not that the fair values of our reporting units are above their carrying values and that no impairment exists. The goodwill and intangible asset balances as of December 31, 2022 December 31, 2023 included \$3.6 4.1 million of indefinite-lived intangible assets, \$65.4 58.5 million of a definite-lived intangible asset (net of accumulated amortization of \$33.1 40.4 million) and \$187.0 188.7 million of goodwill. Of the \$187.0 188.7 million of goodwill, \$71.6 73.3 million is allocated to the Composite Materials segment and \$115.4 million to the Engineered Products segment.

The weighted average remaining life of the finite lived intangible assets is 11 10 years. Amortization related to the definite lived intangible assets for the next five years and thereafter is as follows:

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(In millions)		
2023	\$ 6.8	
2024	6.5	\$ 6.5
2025	6.5	6.5
2026	6.5	6.5
2027	6.3	6.4
2028		5.5
Thereafter	32.8	27.1
Total	\$ 65.4	\$ 58.5

Note 6— Debt

(In millions)	December 31, 2022	December 31, 2021	December 31, 2023	December 31, 2022
Current portion of finance lease	\$ 0.2	\$ 0.9	\$ 0.1	\$ 0.2
Current portion of debt	0.2	0.9	0.1	0.2
Senior unsecured credit facility	25.0	125.0		
4.7% senior notes — due 2025	300.0	300.0		

3.95% senior notes — due 2027	400.0	400.0		
Senior unsecured credit facility - due 2028			—	—
Senior unsecured credit facility- due 2024			—	25.0
4.7% senior notes — due 2025			300.0	300.0
3.95% senior notes — due 2027			400.0	400.0
Senior notes — original issue discount	(0.9)	(1.2)	(0.7)	(0.9)
Senior notes — deferred financing costs	(2.2)	(2.9)	(1.6)	(2.2)
Non-current portion of finance leases and other	1.4	1.5	1.7	1.4
Long-term debt	723.3	822.4	699.4	723.3
Total debt	\$ 723.5	\$ 823.3	\$ 699.5	\$ 723.5

Senior Unsecured Credit Facility

In June 2019, On April 25, 2023, the Company refinanced entered into a new credit agreement (the "Credit Agreement") to refinance its senior unsecured secured credit facility agreement (the "Facility" "Facility"), increasing . Under the terms of the Credit Agreement the borrowing capacity from remained at \$700 750 million.

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The Facility matures in April 2028. In connection with the refinancing, the Company incurred approximately \$2.5 million in financing costs which were deferred and are amortized over the life of the Facility.

Borrowings under the Facility bear interest for Secured Overnight Financing Rate ("SOFR") borrowings at (i) an Adjusted Term SOFR rate (subject to a 0.00% floor), where such "Adjusted Term SOFR" rate is equal to the Term SOFR rate for the applicable interest period plus 0.10%, plus the Applicable Margin or (ii) for base rate borrowings, the greatest of (a) the prime rate, (b) the federal funds rate plus 0.50% and (c) the Adjusted Term SOFR rate (subject to a 0.00% floor) for a one-month interest period plus 1.00%, in each case plus the Applicable Margin. The "Applicable Margin" initially was 1.125% for SOFR rate borrowings and 0.125% for base rate borrowings, and after September 30, 2023, can fluctuate, determined by reference to the more favorable to the Company of its (i) public debt rating and (ii) consolidated leverage ratio, as specified in the Credit Agreement. Up to \$1 50 billion. The maturity million of the Facility is may be used for letters of credit. The Credit Agreement enables the Company, from time to time, to add term loans or to increase the revolving credit commitment in an aggregate amount not to exceed \$500 June 2024 million. .

The refinancing provides for a reduction in interest costs, as well as less restrictive covenants. The Facility agreement Credit Agreement contains financial and other customary covenants including, but not limited to customary that place restrictions on, among other things, the incurrence of debt by our any subsidiaries and of the Company, granting of liens and sale of all or substantially all of the assets of the Company and its subsidiaries taken as well as a whole. The Credit Agreement also contains financial covenants that require the maintenance of an interest coverage ratio and a leverage ratio. As defined in the Facility agreement, we are required Company to maintain a minimum interest coverage ratio and a maximum consolidated net leverage

ratio. As of December 31, 2023, we were in compliance with all debt covenants^{3.50} (based on the ratio of earnings before interest tax depreciation and amortization, "EBITDA", to interest expense). In addition, the maximum leverage ratio must not exceed 3.75 (based on the ratio of total debt to EBITDA) with a step up to 4.25 allowed following certain acquisitions. The Facility agreement contains other customary terms and conditions such as representations and warranties, additional covenants and events of default.

As of December 31, 2022 December 31, 2023, total there were no outstanding borrowings under the Facility were \$25 million. The Facility agreement permits us to issue letters of credit up to an aggregate amount of \$50 million, Facility. Outstanding letters of credit reduce the amount available for borrowing under the Facility. As of December 31, 2022 December 31, 2023, there were no issued letters of credit under the Facility, resulting in undrawn availability under the Facility of \$725.750 million. The weighted average interest rate for the Facility was 4.76.2% for the year ended December 31, 2022 December 31, 2023.

The balance of unamortized deferred financing costs related to the Facility was \$0.82.5 million at December 31, 2022 December 31, 2023 and \$1.70.8 million at December 31, 2021 December 31, 2022.

In September 2020, we amended the Facility to allow for relief from certain terms, including adjusting the maximum leverage ratio covenant for a defined period. On January 28, 2021, we further amended the Facility agreement (the "Second Amendment") to provide that, from January 28, 2021 through and including March 31, 2022, we would not be subject to a maximum leverage ratio covenant but instead be required to maintain Liquidity (as defined in the Facility agreement) of at least \$250 million. Additionally, during such period, the Company was subject to limitations on share repurchases, cash dividends, and its ability to incur secured debt, in each case subject to certain exceptions; the applicable margin and commitment fees would be increased; the incremental facility would not be available; and if the Company's public debt rating was downgraded to (i) BB or lower by Standard & Poor's and (ii) Ba2 or lower by Moody's, we would be required to grant liens on certain of our assets, which liens would be released upon the Company's public debt rating being upgraded to BB+ or higher by Standard & Poor's or Ba1 or higher by Moody's. In addition, the Second Amendment provided that the Company would not be subject to an interest coverage ratio covenant until the test period ending December 31, 2021 and revolving commitments under the Facility were reduced from \$1 billion to \$750 million. As of April 1, 2022, the original terms and conditions to the Facility agreement were reinstated except that the amount of the lender's commitment remained at \$750 million. Share repurchases restrictions that had been in effect per the Second Amendment expired on March 31, 2022. As of December 31, 2022, we were in compliance with all debt covenants.

3.95% Senior Notes

In 2017, the Company issued \$400 million in aggregate principal amount of 3.95% Senior Unsecured Notes due in 2027. The interest rate on these senior notes may be increased by 0.25% each time a credit rating applicable to the notes is downgraded. The maximum rate is 5.95%. The effective interest rate for 2022 2023 was 4.11 4.0% inclusive of approximately a 0.25% benefit of treasury locks. The fair value of the senior notes due in 2027 based on quoted prices utilizing Level 2 inputs (as defined in Note 19) was \$370.8386 million at December 31, 2022 December 31, 2023. The balance of unamortized deferred financing costs and debt discount related to the senior notes was \$1.7 million at December 31, 2023 and \$2.2 million at December 31, 2022 and \$2.8 million at December 31, 2021.

4.7% Senior Notes

In 2015, the Company issued \$300.0 million in aggregate principal amount of 4.7% Senior Unsecured Notes due in 2025. The interest rate on these senior notes may be increased by 0.25% each time a credit rating applicable to the notes is downgraded. The maximum rate is 6.7%. The effective interest rate for 2022 2023 was 5.07 4.9%. The conditions and covenants related to the senior notes are less restrictive than those of our Facility. The fair value of the senior notes based on quoted prices utilizing Level 2 inputs was \$293.3 297.4 million at December 31, 2022 December 31, 2023. The balance for unamortized deferred financing costs and debt discount related to the senior notes was \$0.6 million at December 31, 2023 and \$0.9 million at December 31, 2022 and \$1.3 million at December 31, 2021.

Note 7 — Leases

At December 31, 2022 December 31, 2023, we had approximately \$49.6 29.3 million of right of use assets recorded in non-current other assets, and \$49.6 29.3 million of related liabilities, \$39.4 22.0 million of which was included in other non-current liabilities with the current portion of \$10.2 7.3 million included in accrued liabilities. The weighted average of the remaining lease terms was approximately 7 6 years. We discount the future lease payments of our leases using the prevailing rates extended to us by our lenders relevant to the period of inception. These rates are comprised of LIBOR or SOFR plus a stated spread less a component related to collateralization. The rates are relative to the duration of the lease at inception and the country of origin. The weighted average interest rate used in calculating the fair values listed above was 3.3 3.7%.

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The following table lists the schedule of future undiscounted cash payments related to right of use assets by year:

(In millions)		
2023	\$ 10.2	
2024	9.6	\$ 8.1
2025	7.5	5.8
2026	7.0	5.0
2027	6.8	4.1
2028		3.7
Thereafter	16.5	6.0
Total lease payments	57.6	32.7
Less: Imputed interest	(8.0)	3.4
Present value of lease payments	\$ 49.6	\$ 29.3

Operating lease expense recognized during the year ended December 31, 2022, December 31, 2023, 2022 and 2021, and 2020, was \$16.1 million, \$15.2 million, \$15.3 million and \$16.2 million, respectively. Expense related to operating leases which have a duration of a year or less were not material. Expenses for finance leases for the years ended December 31, 2022, December 31, 2023, 2021, 2022 and 2020, 2021 were not material.

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(In millions)	Balance Sheet Classification	2022	2021	Balance Sheet Classification	2023	2022
Operating lease ROU assets	Other assets	49	50	Other assets	\$ 29.3	\$ 49.6
Operating lease current liabilities	Accrued liabilities	10	10	Accrued liabilities	7.3	10.2
Operating lease long-term liabilities	Other non-current liabilities	39	40	Other non-current liabilities	22.0	39.4
Total operating lease liabilities		49	50		\$ 29.3	\$ 49.6
Finance lease, gross	Property, plant & equipment, net	5	5	Property, plant & equipment, net	3.5	5.5
Finance lease accumulated depreciation	Property, plant & equipment, net	1	0	Property, plant & equipment, net	1.5	1.2
Finance lease, net		4	5		\$ 2.0	\$ 4.3
Finance lease current liabilities	Accrued liabilities	0	0	Accrued liabilities	0.1	0.2
Finance lease long-term liabilities	Long-term debt	0	0	Long-term debt	0.1	0.2
Total finance lease liabilities		0	1		\$ 0.2	\$ 0.4

Note 8 — Retirement and Other Postretirement Benefit Plans

We maintain qualified defined benefit retirement plans covering certain current and former European employees, as well as nonqualified defined benefit retirement plans, and retirement savings plans covering certain eligible U.S. and European employees and participate in a union sponsored multi-employer pension plan covering certain U.S. employees with union affiliations. In addition, we provide certain postretirement health care and life insurance benefits to eligible U.S. retirees.

Accounting standards require the use of certain assumptions, such as the expected long-term rate of return, discount rate, rate of compensation increase, healthcare cost trend rates, and retirement and mortality rates, to determine the net periodic costs of such plans. These assumptions are reviewed and set annually at the beginning of each year. In addition, these models use an “attribution approach” that generally spreads individual events, such as plan amendments and changes in actuarial assumptions, over the service lives of the employees in the plan. That is, employees render service over their service lives on a relatively smooth basis and therefore, the income statement effects of retirement and postretirement benefit plans are earned in, and should follow, the same pattern.

We use our actual return experience, future expectations of long-term investment returns, and our actual and targeted asset allocations to develop our expected rate of return assumption used in the net periodic cost calculations of our funded European defined benefit retirement plans. Due to the difficulty involved in predicting the market performance of certain assets, there will be a difference in any given year between our expected return on plan assets and the actual return. Following the attribution approach, each year’s difference is amortized over a number of future years. Over time, the expected long-term returns are designed to approximate the actual long-term returns and therefore result in a pattern of income and expense recognition that more closely matches the pattern of the services provided by the employees.

We annually set our discount rate assumption for retirement-related benefits accounting to reflect the rates available on high-quality, fixed-income debt instruments. The rate of compensation increases for nonqualified pension plans, which is another significant assumption used in the actuarial model for pension accounting, is determined by us based upon our long-term plans for such increases and assumed inflation. For the postretirement health care and life insurance benefits plan, we review external data and

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its historical trends for health care costs to determine the health care cost trend rates. Retirement and termination rates are based primarily on actual plan experience. The mortality table used for the U.S. plans is based on the Pri-2012 White Collar Healthy Annuitant Mortality Table with Improvement Scale MP-2021 and for the U.K. Plan the S2PXA base table with future improvements in line with the CMI 2021 2022 projection model with a long-term trend rate of 1.25% p. a. per annum.

Actual results that differ from our assumptions are accumulated and amortized over future periods and therefore, generally affect the net periodic costs and recorded obligations in such future periods. While we believe that the assumptions used are appropriate, significant changes in economic or other conditions, employee demographics, retirement and mortality rates, and investment performance may materially impact such costs and obligations.

U.S. Defined Benefit Retirement Plans

We have nonqualified defined benefit retirement plans covering certain current and former U.S. employees that are funded as benefits are incurred. Under the provisions of these plans, we expect to contribute approximately \$0.7 million in 2023 to cover unfunded benefits.

Multi-Employer Plan

The Company is party to a multi-employer pension plan covering certain U.S. employees with union affiliations. The plan is the Western Metal Industry Pension Fund, ("the Plan"). The Plan's employer identification number is 91-6033499; the Plan number is 001. In 2023, 2022, 2021 and 2020, 2021 the Plan reported Hexcel Corporation as being an employer that contributed greater than 5% of the Plan's total contributions. The collective bargaining agreement was renewed on November 20, 2020 retroactively to October 1, 2020 for a five-year term. The Plan has been listed in "critical status" and has been operating in accordance with a Rehabilitation Plan since 2010. The Plan, as amended under the Rehabilitation Plan, reduced the adjustable benefits of the participants, and levied a surcharge on employer contributions. The Company contributed \$1.6 million in 2023, \$1.5 million in 2022 and \$2.1 million in 2021 and \$2.0 million in 2020, 2021. We expect the Company's contribution to be approximately \$1.5-\$1.6 million in 2023, 2024 and remain at that level over the remaining term.

U.S. Retirement Savings Plan

Under the retirement savings plan, eligible U.S. employees can contribute up to 75% of their annual compensation to an individual 401(k) retirement savings account. The Company makes matching contributions equal to 50% of employee contributions, not to exceed 3% of employee compensation each year. We also contribute an additional 2% to 4% of each eligible U.S. employee's salary to an individual 401(k) retirement savings account. This increases the maximum contribution to individual U.S. employee savings accounts to between 5% and 7% per year before any profit-sharing contributions that are made when we meet or exceed certain performance targets that are set annually. These profit-sharing contributions are made at the Company's discretion and are targeted at 3% of an eligible U.S. employee's pay, with a maximum of 4.5%. In April 2020, the matching contributions were suspended as a result of the impact of COVID-19 impact, however, as of January 1, 2021 they were reinstated for all eligible employees.

U.S. Postretirement Plans

In addition to defined benefit and retirement savings plan benefits, we also provide certain postretirement health care and life insurance benefits to eligible U.S. retirees. Depending upon the plan, benefits are available to eligible employees who retire after meeting certain age and service requirements and were employed by Hexcel as of February 1996. Our funding policy for the postretirement health care and life insurance benefit plans is generally to pay covered expenses as they are incurred. Under the provisions of these plans, we expect to contribute approximately \$0.2 million in 2023, 2024 to cover unfunded benefits.

Non-Qualified Deferred Compensation Plan

Under the deferred compensation plan, eligible U.S. employees may make tax-deferred contributions that cannot be made under the 401(k) Plan because of Internal Revenue Service limitations. We match 50% of a participant's contributions up to 6% of the participants excess compensation pay as well as provide the same fixed and profit-sharing contributions as provided under the 401(k) plan. In April 2020, the matching contributions were suspended as a result of the impact of COVID-19, however, as of January 1, 2021 they have been reinstated for all eligible employees.

We have elected to fund our deferred compensation obligation through a rabbi trust. The rabbi trust is subject to creditor claims in the event of insolvency, but the assets held in the rabbi trust are not available for general corporate purposes. Amounts in the rabbi trust are invested in a number of funds based on the funds available under our 401(k) plan, other than the Hexcel stock fund. The securities are carried at fair value and are included in other assets on the Consolidated Balance Sheets. We record trading gains and losses in general and administrative expenses on the Consolidated Statements of Operations, along with the offsetting amount related to the increase or decrease in deferred compensation to reflect our exposure to liabilities for payment under the deferred compensation plan.

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European Defined Benefit Retirement Plans

We have defined benefit retirement plans in the United Kingdom, Belgium, France, and Austria covering certain employees of our subsidiaries in those countries. The defined benefit plan in the United Kingdom (the "U.K. Plan"), the largest of the European plans, was terminated in 2011 and replaced with a defined contribution plan. The total assets in the U.K. Plan were held in a variety of investments. Equity investments and growth fund investments were made with the objective of achieving a return on plan assets consistent with the funding requirements of the plan, maximizing portfolio return and minimizing the impact of market fluctuations on the fair value of the plan assets. In 2020 and 2021, the plan bought insurance policies through the same insurer, referred to as a buy-in, which immunized the full amount of the liability. Liability driven investments are made in the fourth quarter of 2023, the Company finalized a buy out, at which point the third party insurer became legally responsible to further reduce balance sheet volatility. As pay the retirement benefits to plan participants. The Company no longer has any obligations relative to the plan. In connection with the buy-out, the Company reported a result pre-tax non-cash settlement charge of an annual review approximately \$70.5 million and a gain of historical returns and market trends, and \$1.9 million related to excess assets from the insurance policy, UK pension plan that reverted back to the expected long-term weighted average rate Company, which were recorded in Other expense (income) on the Consolidated Statements of return for the U.K. Plan for the 2023 plan year will be 0.95% and 3.0% for the other European plans as a group.

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Operations.

U.K. Defined Contribution Pension Plan

Under the Defined Contribution Plan, eligible U.K. employees can belong to the Deferred Contribution Plan on a non-participatory basis or can elect to contribute 3%, 5% or 7% of their pensionable salary. The Company will contribute 5%, 9% and 13% respectively. The plan also provides life insurance and disability insurance benefits for members.

Retirement and Other Postretirement Plans – France

The employees of our French subsidiaries are entitled to receive a lump-sum payment upon retirement subject to certain service conditions under the provisions of the national chemicals and textile workers collective bargaining agreements. The amounts attributable to the French plans have been included within the total expense and obligation amounts noted for the European plans.

Net Periodic Pension Expense

Net periodic expense for our U.S. and European qualified and nonqualified defined benefit pension plans and our retirement savings plans for the three years ended **December 31, 2022** **December 31, 2023** is detailed in the table below.

(In millions)	2022	2021	2020
Defined benefit retirement plans	\$ 5.7	\$ 2.6	\$ 0.1
Union sponsored multi-employer pension plan	1.3	1.8	2.0
Retirement savings plans-matching contributions	9.6	8.0	5.9
Retirement savings plans-profit sharing contributions	5.3	5.4	2.7
Net periodic expense	\$ 21.9	\$ 17.8	\$ 10.7

(In millions)	2023	2022	2021
Defined benefit retirement plans	\$ 5.7	\$ 5.7	\$ 2.6
Union sponsored multi-employer pension plan	1.5	1.3	1.8
Retirement savings plans-matching contributions	10.5	9.6	8.0
Retirement savings plans-profit sharing contributions	9.6	5.3	5.4
Net periodic expense	\$ 27.3	\$ 21.9	\$ 17.8

Defined Benefit Retirement and Postretirement Plans

Net periodic cost of our defined benefit retirement and postretirement plans for the three years ended **December 31, 2022** **December 31, 2023**, were:

(In millions)	U.S. Plans			European Plans			U.S. Plans			European Plans		
Defined Benefit Retirement Plans	2022	2021	2020	2022	2021	2020	2023	2022	2021	2023	2022	2021
Service cost	\$ 1.2	\$ 1.1	\$ 1.2	\$ 0.7	\$ 0.9	\$ 1.1	\$ 1.3	\$ 1.2	\$ 1.1	\$ 0.5	\$ 0.7	\$ 0.9
Interest cost	0.4	0.2	0.5	2.1	2.5	3.1	0.9	0.4	0.2	4.9	2.1	2.2
Expected return on plan assets	—	—	—	(2.1)	(3.6)	(6.9)	—	—	—	(4.7)	(2.1)	(3.6)
Net amortization	1.0	0.8	0.3	2.1	1.1	0.4	0.1	1.0	0.8	2.5	2.1	1.1

Net periodic pension cost (income)	\$ 2.6	\$ 2.1	\$ 2.0	\$ 2.8	\$ 0.6	\$ (1.9)	\$ 2.3	\$ 2.6	\$ 2.1	\$ 3.2	\$ 2.8	\$ 0.6
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(In millions)

U.S. Postretirement Plans	2022	2021	2020
Interest cost	\$ -	\$ -	\$ 0.1
Net amortization and deferral	(1.1)	(0.8)	(1.0)
Net periodic postretirement benefit income	\$ (1.1)	\$ (0.8)	\$ (0.9)

The above amounts for the year ended December 31, 2023 do not include a non-cash charge of \$70.5 million related to the completion of the buy-out of the UK pension plan and a gain of \$1.9 million related to excess assets from the UK pension plan that reverted back to the Company. Completion of the buy-out of the UK pension plan and a gain of \$1.9 million related to excess assets

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from the UK pension plan that reverted back to the Company which were recorded in Other expense (income) on the Consolidated Statements of Operations.

(In millions)

U.S. Postretirement Plans	2023	2022	2021
Interest cost	\$ -	\$ -	\$ -
Net amortization and deferral	(0.8)	(1.1)	(0.8)
Net periodic postretirement benefit income	\$ (0.8)	\$ (1.1)	\$ (0.8)

(In millions)	Defined Benefit Retirement Plans									Defined Benefit Retirement Plans					
	U.S. Plans			European Plans			Postretirement Plans			U.S. Plans			European Plans		
	2022	2021	2020	2022	2021	2020	2022	2021	2020	2023	2022	2023	2022	2023	2022
Other Changes in Plan Assets and Benefit Obligations Recognized in Other Comprehensive Loss															
Net loss (gain)	\$ (2.3)	\$ (0.7)	\$ 1.6	\$ (4.3)	\$ 9.4	\$ 0.2	\$ (0.5)	\$ (0.7)	\$ (0.5)	\$ (3.3)	\$ (2.3)	\$ 4.9	\$ (4.3)	\$ (0.1)	\$ (0.5)
Amortization of actuarial (losses) gains	(0.8)	—	—	(1.1)	(1.3)	(0.5)	1.1	0.8	0	—	(0.8)	(70.5)	(2.1)	0.8	1.1

Prior service cost	0.1	—	—	—	—	—	—	—	—	(0.1)	0.1	(1.1)	—	—	—
Effect of foreign exchange	—	—	—	(.3)	(.2)	.7	—	—	—	—	—	1.8	(8.3)	—	—
Total recognized in other comprehensive income (loss), (pre-tax)	(3.0)	(0.7)	1.6	4.7	6.9	1.4	0.6	0.0	0.0	(3.4)	(3.0)	(64.9)	(14.7)	0.7	0.6

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The benefit obligation, fair value of plan assets, funded status, and amounts recognized in the consolidated financial statements for our defined benefit retirement plans and postretirement plans, as of and for the years ended **December 31, 2022**, **December 31, 2023** and **2021**, **2022**, were:

(In millions)	Defined Benefit Retirement Plans						Defined Benefit Retirement Plans					
	Plans											
	U.S. Plans		European Plans		Postretirement Plans		U.S. Plans		European Plans		Postretirement Plans	
	2022	2021	2022	2021	2022	2021	2023	2022	2023	2022	2023	2022
Change in benefit obligation:												
Benefit obligation - beginning of year	2.4	3.0	24.0	22.0	1.8	2.6	19.9	24.0	128.8	240.6	1.2	1.8
Service cost	1.2	1.1	0.7	0.9	—	—	1.3	1.2	0.5	0.7	—	—
Interest cost	0.4	0.2	2.1	2.2	—	—	0.9	0.4	4.9	2.1	—	—
Plan participants' contributions	—	—	—	—	—	—	—	—	—	—	—	—

Actuarial loss (gain)	(2) .3	—	(8) 5.) 8	30 .6	(0) .5	(0) .7	(3.3)	(2.3)	(14.8)	(85.8)	(0.1)	(0.5)
Plan amendments and acquisitions	0. 2	—	—	—	—	—	—	0.2	—	—	—	—
Curtailments and settlements	(2) .9	—	(0) .1	(3) .1	—	—	—	(2.9)	(99.8)	(0.1)	—	—
Benefits and expenses paid	(0) .7	(0) .6	(5) .9	(6) .7	(0) .1	(0) .1	(0.7)	(0.7)	(4.7)	(5.9)	(0.1)	(0.1)
Currency translation adjustments	—	—	(2) 2.) 8	(4) .2	—	—	—	—	2.8	(22.8)	—	—
Benefit obligation - end of year	1 \$ 9.	2 \$ 4.	12 \$ 8.	24 \$ 0.	1. \$ 2	1. \$ 8	\$ 18.1	\$ 19.9	\$ 17.7	\$ 128.8	\$ 1.0	\$ 1.2
Change in plan assets:												
Fair value of plan assets - beginning of year	\$ —	\$ —	23 1. 4	23 \$ 3.	— \$ —	— \$ —	\$ —	\$ —	\$ 122.1	\$ 231.4	\$ —	\$ —
Actual return on plan assets	—	—	(8) 1.) 5	4. 8	—	—	—	—	(15.6)	(81.5)	—	—
Employer contributions	3. 6	0. 6	0. 7	5. 3	0. 1	0. 1	0.7	3.6	(0.9)	0.7	0.1	0.1
Plan participants' contributions	—	—	—	—	—	—	—	—	—	—	—	—
Benefits and expenses paid	(0) .6	(0) .6	(5) .9	(6) .7	(0) .1	(0) .1	(0.7)	(0.6)	(4.7)	(5.9)	(0.1)	(0.1)
Curtailments and settlements	(3) .0	—	(0) .1	(3) .1	—	—	—	(3.0)	(99.8)	(0.1)	—	—
Currency translation adjustments	—	—	(2) 2.) 5	(2) .7	—	—	—	—	3.5	(22.5)	—	—
Fair value of plan assets - end of year	\$ —	\$ —	12 2. 1	23 \$ 1.	— \$ —	— \$ —	\$ —	\$ —	\$ 4.6	\$ 122.1	\$ —	\$ —
Amounts recognized in Consolidated Balance Sheets:												

Non-current assets	\$ —	\$ —	\$ 5.6	\$ 6.9	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 5.6	\$ —	\$ —
Current liabilities	\$ 1.4	\$ 2.7	\$ 0.1	\$ 0.2	\$ 0.2	\$ 0.3	\$ 1.3	\$ 1.4	\$ 0.8	\$ 0.1	\$ 0.2	\$ 0.2
Non-current liabilities	\$ 1.8	\$ 2.1	\$ 12.1	\$ 15.8	\$ 1.0	\$ 1.5	\$ 16.8	\$ 18.5	\$ 12.3	\$ 12.1	\$ 0.9	\$ 1.0
Total liabilities (a)	\$ 9.9	\$ 4.0	\$ 12.2	\$ 16.0	\$ 1.2	\$ 1.8	\$ 18.1	\$ 19.9	\$ 13.1	\$ 12.2	\$ 1.1	\$ 1.2
Amounts recognized in Accumulated Other Comprehensive Loss:												
Actuarial net (loss) gain	(0.7)	(3.9)	64.6	7.0	0.9	1.5	\$ —	\$ (0.7)	\$ 0.8	\$ 64.6	\$ 0.3	\$ 0.9
Prior service cost	(0.1)	—	1.1	(1.3)	—	—	(0.1)	(0.1)	—	1.1	—	—
Total amounts recognized in accumulated other comprehensive loss	\$ (.8)	\$ (.9)	\$.7	\$ (.3)	\$.9	\$.5	\$ (0.1)	\$ (0.8)	\$ 0.8	\$ 65.7	\$ 0.3	\$ 0.9
(a) The current and non-current portions of the accrued benefit costs for the defined benefit retirement plans and postretirement benefit plans are included within “accrued compensation and benefits” and “retirement obligations”, respectively, in the accompanying consolidated balance sheets.	(a) The current and non-current portions of the accrued benefit costs for the defined benefit retirement plans and postretirement benefit plans are included within “accrued compensation and benefits” and “retirement obligations”, respectively, in the accompanying consolidated balance sheets.											

The measurement date used to determine the benefit obligations and plan assets of the defined benefit retirement and postretirement plans was **December 31, 2022** **December 31, 2023**. All costs related to our pensions are included as a component of operating income in our Consolidated Statements of Operations. For the years ended **December 31, 2022** **December 31, 2023**,

2021 2022 and 2020 2021 amounts unrelated to service costs were a benefit of \$2.4 2.9 million, \$0.1 2.4 million and \$ (\$3.1 0.1) million, respectively.

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The total accumulated benefit obligation (“ABO”) for the U.S. defined benefit retirement plans was \$19.8 17.8 million and \$23.6 19.8 million as of December 31, 2022 December 31, 2023 and 2021, 2022, respectively. Excluding the U.K. Plan, the European plans’ ABO exceeded plan assets as of December 31, 2022 December 31, 2023 by \$8.8 million and 2021 excluding the U.K. Plan in 2022 by \$12.2 million and \$16.1 million, respectively. million. The ABO for these plans was \$16.3 13.4 million and \$20.7 16.3 million as of December 31, 2022 December 31, 2023 and 2021, 2022, respectively. The U.K. Plan is overfunded; the ABO of this plan was \$112.3 million and \$219.9 million at December 31, 2022 and 2021 respectively. The fair value of the U.K. Plan assets was \$117.9 million and \$226.8 million at December 31, 2022 and 2021, respectively.

Benefit payments for the plans are expected to be as follows:

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(In millions)	European		
	U.S. Plans	Plans	Postretirement Plans
2023	\$ 1.4	\$ 5.0	\$ 0.3
2024	15.9	6.3	0.3
2025	0.7	5.9	0.3
2026	0.6	7.2	0.2
2027	0.6	7.0	0.2
2028-2032	1.9	38.6	0.5
	\$ 21.1	\$ 70.0	\$ 1.8

(In millions)	European		
	U.S. Plans	Plans	Postretirement Plans
2024	\$ 0.7	\$ 1.6	\$ 0.2
2025	8.1	1.0	0.2
2026	7.4	2.1	0.2
2027	0.6	1.8	0.2
2028	0.5	2.1	0.1
2029-2033	1.8	7.1	0.3

	\$	19.0	\$	15.7	\$	1.2
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Fair Values of Pension Assets

The following table presents pension assets measured at fair value at December 31, 2022, December 31, 2023 and 2021, 2022 utilizing the fair value hierarchy discussed in Note 19:

(In millions) Description	Fair Value Measurements at				Fair Value Measurements at			
	December 31, 2022	December 31, 2022			December 31, 2023	December 31, 2023		
		Level 1	Level 2	Level 3		Level 1	Level 2	Level 3
Insurance contracts	\$ 112.9	—	—	\$ 112.9	\$ 2.4	\$ —	\$ —	\$ 2.4
Index linked gilts	0.8	—	0.8	—				
Diversified investment funds	8.1	—	6.3	1.8	2.2	—	—	2.2
Cash and cash equivalents	0.3	0.3	—	—				
Total assets	\$ 122.1	\$ 0.3	\$ 7.1	\$ 114.7	\$ 4.6	\$ —	\$ —	\$ 4.6

Description	Fair Value Measurements at				December 31,	Fair Value Measurements at			
	December 31, 2021	December 31, 2021				December 31, 2022	December 31, 2022		
		Level 1	Level 2	Level 3			Level 1	Level 2	Level 3
Insurance contracts	\$ 218.0	—	—	\$ 218.0	\$ 112.9	\$ —	\$ —	\$ 112.9	
Index linked gilts	1.2	—	1.2	—	0.8	—	0.8	—	
Diversified investment funds	10.2	—	7.9	2.3	8.1	—	6.3	1.8	
Cash and cash equivalents	2.0	2.0	—	—	0.3	0.3	—	—	
Total assets	\$ 231.4	\$ 2.0	\$ 9.1	\$ 220.3	\$ 122.1	\$ 0.3	\$ 7.1	\$ 114.7	

The

Prior to the buy-out, the U.K. Plan invests invested funds which are were not exchange listed exchange-listed and are, were, therefore, classified as Level 3.

Balance at	Actual	Purchases,	Changes due	Balance at	Balance at	Actual	Purchases,	Changes due	Balance at
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(In millions)	January 1,	return on	sales and	to exchange	December 31,	January 1,	return on	sales and	to exchange	December 31,
Reconciliation of Level 3 Assets	2022	plan assets	settlements	rates	2022	2023	plan assets	settlements	rates	2023
Diversified investment funds	\$ 2.3	\$ (0.2)	\$ (0.2)	\$ (0.1)	\$ 1.8	\$ 1.8	\$ 0.1	\$ 0.2	\$ 0.1	\$ 2.2
Insurance contracts	218.0	(78.6)	(5.3)	(21.2)	112.9	112.9	(16.5)	(97.2)	3.2	\$ 2.4
Total level 3 assets	\$ 220.3	\$ (78.8)	\$ (5.5)	\$ (21.3)	\$ 114.7	\$ 114.7	\$ (16.4)	\$ (97.0)	\$ 3.3	\$ 4.6

	Balance at	Actual	Purchases,	Changes due	Balance at	Balance at	Actual	Purchases,	Changes due	Balance at
	January 1,	return on	sales and	to exchange	December 31,	January 1,	return on	sales and	to exchange	December 31,
Reconciliation of Level 3 Assets	2021	plan assets	settlements	rates	2021	2022	plan assets	settlements	rates	2022
Diversified investment funds	\$ 2.5	\$ 0.1	\$ (0.2)	\$ (0.1)	\$ 2.3	\$ 2.3	\$ (0.2)	\$ (0.2)	\$ (0.1)	\$ 1.8
Insurance contracts	94.9	(12.7)	139.1	(3.3)	218.0	218.0	(78.6)	(5.3)	(21.2)	112.9
Total level 3 assets	\$ 97.4	\$ (12.6)	\$ 138.9	\$ (3.4)	\$ 220.3	\$ 220.3	\$ (78.8)	\$ (5.5)	\$ (21.3)	\$ 114.7

The insurance contracts in the U.K. provides guaranteed income equal to the benefit payments for the membership underwritten by the policy. This provides protection against interest rate movements, inflation, market fluctuations as well as member longevity.

Insurance contracts outside of the U.K. contain a minimum guaranteed return. The insurance contracts are Level 3 investments and are valued using unobservable inputs that are based on the best information available. The fair value of the assets is equal to the total amount of all individual technical reserves plus the non-allocated employer's financing fund reserves at the valuation date. The individual technical and financing fund reserves are equal to the accumulated paid contributions taking into account the insurance tariffication and any allocated profit-sharing return.

The index-linked gilt allocation provides provided a partial interest rate and inflation rate hedge against the valuation of the liabilities.

The diversified investment funds represent plan assets invested in a Pensionskasse (an Austrian multi-employer pension fund). The main holdings consist of equity, bonds, real estate and bank deposits.

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The actual allocations for the pension assets at December 31, 2022, December 31, 2023 and 2021, 2022, and target allocations by asset class, are as follows:

Asset Class	Percentage of Plan Assets	Target Allocations	Percentage of Plan Assets	Target Allocations	Percentage of Plan Assets	Target Allocations	Percentage of Plan Assets	Target Allocations
	2022	2022	2021	2021	2023	2023	2022	2022
Diversified growth funds	5.2 %	5.2 %	3.4 %	3.4 %	47.0 %	5.2 %	5.2 %	5.2 %
Index linked gilts	0.6	0.6	0.6	0.6	—	0.6	0.6	0.6
Diversified investment funds	1.5	1.5	1.0	1.0	—	1.5	1.5	1.5
Insurance contracts	92.5	92.5	94.2	94.2	53.0	92.5	92.5	92.5
Cash and cash equivalents	0.2	0.2	0.8	0.8	—	0.2	0.2	0.2
Total	100 %	100 %	100 %	100 %	100 %	100 %	100 %	100 %

Assumptions

The assumed discount rate for pension plans reflects the market rates for high-quality fixed income debt instruments currently available. A third party provided standard yield curve was used for the U.S. non-qualified and postretirement plans. For the U.K. Plan, cash flows were not available and therefore we considered the derived yield to market on a representative bond of suitable duration taken from the third-party provider's synthetic bond yield curve. We believe that the timing and amount of cash flows related to these instruments is expected to match the estimated defined benefit payment streams of our plans. The assumed discount rate for the U.S. non-qualified plans uses individual discount rates for each plan based on their associated cash flows.

Salary increase assumptions are based on historical experience and anticipated future management actions. For the postretirement health care and life insurance benefit plans, we review external data and our historical trends for health care costs to determine the health care cost trend rates. Retirement rates are based primarily on actual plan experience and on rates from previously mentioned mortality tables. Actual results that differ from our assumptions are accumulated and amortized over future periods and therefore, generally affect the net periodic costs and recorded obligations in such future periods. While we believe that

the assumptions used are appropriate, significant changes in economic or other conditions, employee demographics, retirement and mortality rates, and investment performance may materially impact such costs and obligations.

Assumptions used to estimate the actuarial present value of benefit obligations at **December 31, 2022** **December 31, 2023**, **2021** **2022** and **2020** **2021** are shown in the following table. These year-end values are the basis for determining net periodic costs for the following year.

	2022	2021	2020	2023	2022	2021
U.S. defined benefit retirement plans:						
Discount rates	5.0% - 5.1%	1.0% - 2.4%	0.4% - 1.8%	4.7% - 4.8%	5.0% - 5.1%	1.0% - 2.4%
Rate of increase in compensation	3%	3%	3%	3%	3%	3%
European defined benefit retirement plans:						
Discount rates	3.1% - 3.95%	0.3% - 0.95%	0.00% - 1.45%	3.6% - 5.2%	3.1% - 3.95%	0.3% - 0.95%
Rates of increase in compensation	3.2%-3.5%	3.0%	2.75% - 3.0%	3.2%-3.5%	3.2%-3.5%	0.03
Expected long-term rates of return on plan assets	2.0% - 3.95%	0.95% - 3.0%	1.45% - 3.0%	2.0% - 3.0%	2.0% - 3.95%	0.95% - 3.0%
Postretirement benefit plans:						
Discount rates	2.0%	1.3%	1.3%	4.7%	2.0%	1.3%

The following table presents the impact that a one-percentage-point increase and a one-percentage-point decrease in the expected long-term rate of return and discount rate would have on the **2022** **2023** pension expense, and the impact on our retirement obligation as of **December 31, 2022** **December 31, 2023** for a one-percentage-point change in the discount rate:

	U.S. Non-Qualified	U.S. Retiree Medical	U.K. Retirement	U.S. Non-Qualified	U.S. Retiree Medical
(In millions)	Pension Plans	Plans	Plan	Pension Plans	Medical Plans
Periodic pension expense					
One-percentage-point increase:					
Expected long-term rate of return	N/A	N/A	\$ (2.1)	N/A	N/A
Discount rate	\$ —	\$ —	\$ (0.5)	\$ —	\$ —
One-percentage-point decrease:					
Expected long-term rate of return	\$ (0.1)	N/A	\$ 2.1	N/A	N/A

Discount rate	\$ 0.1	\$ —	\$ (0.1)	\$ —	\$ —
Retirement obligation					
One-percentage-point increase in discount rate	\$ (0.4)	\$ (0.1)	\$ (18.1)	\$ (0.4)	\$ (0.1)
One-percentage-point decrease in discount rate	\$ 0.4	\$ 0.1	\$ 22.9	\$ 0.5	\$ 0.1

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The annual rate of increase in the per capita cost of covered health care benefits is assumed to be 6.5 6.75% for medical rates and are assumed to gradually decline to 4.75% by 2029. 2031.

Note 9 — Income Taxes

Income before income taxes and the provision for income taxes, for the three years ended December 31, 2022 December 31, 2023, were as follows:

(In millions)	2022	2021	2020	2023	2022	2021
Income before income taxes:						
U.S.	\$ 110.6	\$ 21.7	\$ 0.8	\$ 128.5	\$ 110.6	\$ 21.7
International	39.2	0.3	(28.5)	(18.8)	39.2	0.3
Total income (loss) before income taxes	\$ 149.8	\$ 22.0	\$ (27.7)			
Total income before income taxes				\$ 109.7	\$ 149.8	\$ 22.0
Income tax expense (benefit):						
Current:						
U.S.	\$ 28.3	\$ 5.4	\$ (11.3)	\$ 38.3	\$ 28.3	\$ 5.4
International	6.4	3.1	1.7	6.5	6.4	3.1
Current income tax expense (benefit)	34.7	8.5	(9.6)			

Current income tax expense				<u>44.8</u>	<u>34.7</u>	<u>8.5</u>
Deferred:						
U.S.	(8.9)	(2.3)	0.1	(17.0)	(8.9)	(2.3)
International	5.8	(0.3)	(51. 5)	(15.7)	5.8	(0.3)
Deferred income tax benefit	(3.1)	(2.6)	(51. 4)	(32.7)	(3.1)	(2.6)
Total income tax expense (benefit)	<u>\$ 31.6</u>	<u>\$ 5.9</u>	<u>\$ (61. 0)</u>			
Total income tax expense				<u>\$ 12.1</u>	<u>\$ 31.6</u>	<u>\$ 5.9</u>

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A reconciliation of the provision for income taxes at the U.S. federal statutory income tax rate of 21.0% to the effective income tax rate, for the year ended **December 31, 2022** December 31, 2023, **2021** 2022 and **2020** 2021 is as follows:

(In millions)	2022	2021	2020	2023	2022	2021
Provision (benefit) for taxes at U.S. federal statutory rate	\$ 31.5	\$ 4.6	\$ (5.8)	\$ 23.0	\$ 31.5	\$ 4.6
State and local taxes, net of federal benefit	0.6	(0. 1)	(4.2)	(1.3)	0.6	(0.1)
Foreign effective rate differential	1.5	0.7	(1.9)	2.0	1.5	0.7
Tax credits	(4. 3)	(3. 5)	(3.0)			
R&D tax credits				(5.1)	(3.4)	(3.5)
Change in valuation allowance	0.7	0.7	(39. 5)	1.1	0.7	0.7
Remeasurement of deferred taxes	0.7	1.4	3.5	(1.1)	0.7	1.4
Excess tax benefits on stock-based compensation	(0. 2)	(0. 2)	(0.9)			
Employee benefits and related				1.7	1.5	1.7
Other	1.6	2.6	(4.3)	4.2	1.1	0.6
Decrease in reserves for uncertain tax positions	(0. 5)	(0. 3)	(4.9)			
Total income tax expense (benefit)	<u>\$ 31.6</u>	<u>\$ 5.9</u>	<u>\$ (61. 0)</u>			
(Decrease) increase in reserves for uncertain tax positions				(0.1)	(0.5)	(0.3)

Pension Plan Settlement	(4.4)	—	—
U.S. foreign derived intangible income tax benefit	(3.9)	(2.1)	—
Tax Incentives	(4.0)	—	—
Total income tax expense	<u>\$ 12.1</u>	<u>\$ 31.6</u>	<u>\$ 5.9</u>

We do not provide for additional income or withholding taxes for any undistributed foreign earnings as we do not currently have any specific plans to repatriate funds from our international subsidiaries; however, we may do so in the future if a dividend can be remitted with no material tax impact. As of **December 31, 2022** **December 31, 2023**, we have approximately **\$814.3** **868.5** million of unremitted foreign earnings that we intend to keep indefinitely reinvested. Additionally, due to withholding tax, basis computations and other tax related considerations, it is not practicable to estimate any taxes to be provided on outside basis differences at this time.

The Organization for Economic Cooperation and Development ("OECD") Pillar Two global minimum tax rules, which generally provide for a minimum effective tax rate of 15%, are intended to apply for tax years beginning in 2024. Under Pillar Two, a top-up tax will be required for any jurisdiction whose effective tax rate falls below the 15% minimum rate. The Council of the European Union adopted this initiative for enactment by European Union member states by December 31, 2022, with implementation into the domestic laws of those states by the end of 2023. Many countries are also actively considering changes to existing tax laws or have proposed or enacted new laws to align with the recommendations and guidelines under Pillar Two. On February 1, 2023, the FASB staff noted that they believe that the Pillar Two tax would be an alternative minimum tax and therefore deferred tax assets would not need to be recognized related to Pillar Two taxes. Additionally, the OECD issued administrative guidance providing transition and safe harbor rules around the implementation of the Pillar Two global minimum tax. Under the safe harbor, companies would be excluded from

Pillar Two requirements provided certain criteria are met. The Company is closely monitoring developments and evaluating the impacts these new rules will have on our tax rate, including eligibility to qualify for these safe harbor rules. Based upon preliminary analysis, the Company anticipates it will meet the safe harbors in most jurisdictions, and any remaining Pillar Two top-up tax should be immaterial.

Deferred Income Taxes

Deferred income taxes result from tax attributes including foreign tax credits, net operating loss carryforwards and temporary differences between the recognition of items for income tax purposes and financial reporting purposes. Principal components of deferred income taxes as of **December 31, 2022** **December 31, 2023** and **2021** **2022** are:

(In millions)	2022	2021	2023	2022
Assets				
Net operating loss carryforwards	\$ 89.7	\$ 93.5	\$ 89.8	\$ 89.7
Capital loss carryforward	—	1.6		

Tax credit carryforwards	9.2	10.3	9.4	9.2
Stock-based compensation	9.6	7.8	9.4	9.6
Other comprehensive income	21.4	21.1	—	21.4
Inventory reserves	10.5	11.5	9.2	10.5
Right of use liability	11.7	12.2	6.9	11.7
Capitalized research and development expenditures	9.8	—	24.8	10.4
Reserves and other	8.1	8.8	12.0	7.5
Subtotal	170.0	166.8	161.5	170.0
Valuation allowance	(8.3)	(7.6)	(7.5)	(8.3)
Total assets	\$ 161.7	\$ 159.2	\$ 154.0	\$ 161.7
Liabilities				
Accelerated depreciation	(179.3)	(188.8)	(177.2)	(179.3)
Accelerated amortization	(18.3)	(17.3)	(19.3)	(18.3)
Right of use asset	(11.7)	(12.2)	(6.9)	(11.7)
Post-retirement obligations	(12.7)	(11.6)	—	(12.7)
Other	(8.2)	(0.2)	(9.9)	(8.2)
Total liabilities	(230.2)	\$ (230.1)	(213.3)	\$ (230.2)
Net deferred tax liabilities	\$ (68.5)	\$ (70.9)	\$ (59.3)	\$ (68.5)

Deferred tax assets and deferred tax liabilities as presented in the Consolidated Balance Sheets as of **December 31, 2022** **December 31, 2023** and **2021** **2022** are as follows and are recorded in other assets and deferred income taxes in the Consolidated Balance Sheets:

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(In millions)	2022	2021	2023	2022
Long-term deferred tax assets, net	\$ 57.9	\$ 69.1	\$ 51.3	\$ 57.9
Long-term deferred tax liability, net	(126.4)	(140.0)	(110.6)	(126.4)
Net deferred tax liabilities	\$ (68.5)	\$ (70.9)	\$ (59.3)	\$ (68.5)

The deferred tax assets for the respective periods were assessed for recoverability and, where applicable, a valuation allowance was recorded to reduce the total deferred tax asset to an amount that will, more likely than not, be realized in the future. The valuation allowance as of **December 31, 2022** **December 31, 2023** relates to certain U.S. and foreign tax attributes for which we have determined, based upon historical results and projected future book and taxable income levels, that a valuation allowance should continue to be maintained. The valuation allowance **increased** **decreased** by \$**0.7** **0.8** million in **2022** **2023** primarily based on the current year movement of U.S. and foreign tax attributes. The valuation allowance as of **December 31, 2021** **December 31, 2023** related primarily to certain U.S. tax attributes for which we have determined, based upon historical results and projected

future book and taxable income levels, that a valuation allowance should continue to be maintained. The net change in the total valuation allowance for both the years ended December 31, 2022 December 31, 2023 and 2021, 2022, was a decrease of \$0.8 million and an increase of \$0.7 million, respectively.

Although realization is not assured, we have concluded that it is more likely than not that the deferred tax assets, for which a valuation allowance was determined to be unnecessary, will be realized in the ordinary course of operations based on the available positive and negative evidence, including scheduling of deferred tax liabilities and projected income from operating activities. The amount of the net deferred tax assets considered realizable, however, could be reduced in the near term if actual future income or income tax rates are lower than estimated, or if there are differences in the timing or amount of future reversals of existing taxable or deductible temporary differences.

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Net Operating Loss & Tax Credit Carryforwards

At December 31, 2022 December 31, 2023, we had tax credit carryforwards for U.S. and foreign state tax purposes of \$9.2 9.4 million available to offset future income taxes. These credits will begin to expire if not utilized in 2023, 2025. We also had net operating loss carryforwards for U.S. state and foreign income tax purposes of \$4.9 7.6 million and \$351.6 353.2 million, respectively, for which there were foreign valuation allowances of \$8.4 4.3 million as of December 31, 2022 December 31, 2023. Our foreign net operating losses can be carried forward without limitation in Belgium, France, Luxembourg, and the U.K. We have a partial valuation allowance against certain foreign net operating losses for which the Company believes it is not more likely than not that the net operating losses will be utilized.

Uncertain Tax Positions

Our unrecognized tax benefits at December 31, 2022 December 31, 2023 relate to U.S. federal and various state jurisdictions.

The following table summarizes the activity related to our unrecognized tax benefits.

(In millions)	Unrecognized Tax Benefits			Unrecognized Tax Benefits		
	2022	2021	2020	2023	2022	2021
Balance as of January 1,	9.	10.	18.			
	\$ 7	\$ 5	\$ 1	\$ 2.5	\$ 9.7	\$ 10.5
Additions based on tax positions related to the current year	0.					
	2	0.2	0.3	0.4	0.2	0.2
Reductions for tax positions of prior years			(7.			
	—	—	9)	—	—	—
Expiration of the statute of limitations for the assessment of taxes	(7.	(1.				
	4)	0)	—	(0.5)	(7.4)	(1.0)

Balance as of December 31,	2.	10.				
	\$ 5	\$ 9.7	\$ 5	\$ 2.4	\$ 2.5	\$ 9.7

We had unrecognized tax benefits of \$2.5 2.4 million at December 31, 2022 December 31, 2023, of which \$2.5 2.4 million, if recognized, would impact our annual effective tax rate. In addition, we recognize interest accrued related to unrecognized tax benefits as a component of interest expense and penalties as a component of income tax expense in the Consolidated Statements of Operations. The Company did not recognize any interest expense or penalties related to the above unrecognized tax benefits in 2022 2023 and 2021. During 2020, we reversed \$0.2 million of accrued interest related to unrecognized tax benefits. 2022. The Company had no accrued interest as of December 31, 2022 December 31, 2023 and 2021. 2022.

We are subject to taxation in the U.S. and various states and foreign jurisdictions. The U.S. federal tax returns have been audited through 2016. Foreign and U.S. state jurisdictions have statutes of limitations generally ranging from 3to 5years. Years in major jurisdictions that remain open to examination are the U.S. (2019 (2020 onward for Federal purposes and 2018 2019 onward for state purposes), Austria (2019 onward), Belgium (2016 onward), France (2019 (2020 onward), Spain (2018 onward), Germany (2018 onward) and the U.K. (2019 onward). We are currently under examination in certain foreign tax jurisdictions. .

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As of December 31, 2022 December 31, 2023, we had uncertain tax positions for which it is reasonably possible that amounts of unrecognized tax benefits could significantly change over the next year. These uncertain tax positions relate to our tax returns from 2014 onward. We believe it is reasonably possible that the total amount of unrecognized tax benefits disclosed as of December 31, 2022 December 31, 2023 may decrease by approximately \$0.5 1.0 to \$1.0 1.5 million in the fiscal year ending December 31, 2023 December 31, 2024 due to the expiration of statutes of limitation.

Note 10 — Capital Stock

Common Stock Outstanding

Common stock outstanding as of December 31, 2022 December 31, 2023, 2021 2022 and 2020 2021 was as follows:

(Number of shares in millions)	2023	2022	2021
Common stock:			
Balance, beginning of year	110.4	110.1	109.7
Activity under stock plans	0.4	0.3	0.4
Balance, end of year	110.8	110.4	110.1
Treasury stock:			
Balance, beginning of year	26.2	26.1	26.1
Repurchased	0.5	0.1	—
Balance, end of year	26.7	26.2	26.1
Common stock outstanding	84.1	84.2	84.0

(Number of shares in millions)	2022	2021	2020

Common stock:			
Balance, beginning of year	110.1	109.7	109.3
Activity under stock plans	0.3	0.4	0.4
Balance, end of year	110.4	110.1	109.7
Treasury stock:			
Balance, beginning of year	26.1	26.1	25.7
Repurchased	0.1	—	0.4
Balance, end of year	26.2	26.1	26.1
Common stock outstanding	84.2	84.0	83.6

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Under the share repurchase plan approved in 2018 ("2018 Repurchase Plan, Plan"), our Board authorized the repurchase of \$500 million of the Company's stock. During 2020, the Company spent \$24.6 million to repurchase common stock. In response to the COVID-19 pandemic, in April 2020, we announced that we had suspended our dividend payments and stock repurchases. On January 27, 2022, the Company announced it was reinstating the dividend commencing with the first quarter of 2022. At December 31, 2022, we had \$217.2 million remaining under the 2018 Repurchase Plan.

Dividends per share of common stock for 2022 2023 and 2020 2022 were \$0.40 0.50 and \$0.17 0.40, respectively. For the years ended December 31, 2022 December 31, 2023 and 2020, 2022, we paid \$42.2 million and \$33.7 million and \$14.2 million in dividends for each year, respectively.

During the year ended December 31, 2023, we repurchased 423,292 shares of common stock on the open market under the 2018 Repurchase Plan at an average price of \$71.17 per share and at a cost of \$30.1 million, including sales commissions, leaving approximately \$187.0 million available for additional repurchases under the 2018 Repurchase Plan. The acquisition of these shares was accounted for under the treasury method.

Note 11 — Revenue

Our revenue is primarily derived from the sale of inventory under long-term contracts with our customers. The majority of our revenue is recognized at a point in time. In instances where our customers acquire our goods related to government contracts, the contracts are typically subject to terms similar, or equal to, the Federal Acquisition Regulation Part 52.249-2, which contains a termination for convenience clause ("T for C") that requires the customer to pay for the cost of both the finished and unfinished goods at the time of cancellation plus a reasonable profit.

We recognize revenue over time for those contracts that have a T for C clause and where the products being produced have no alternative use. As our production cycle is typically nine months or less, it is expected that goods related to the revenue recognized over time will be shipped and billed within the next twelve months.

We disaggregate our revenue based on market for analytical purposes. The following table details our revenue by market for the years ended **December 31, 2022**, **December 31, 2023**, **2021** **2022** and **2020**; **2021**:

(In millions)	2022	2021	2020	2023	2022	2021
Consolidated Net Sales	\$ 1,577.7	\$ 1,324.7	\$ 1,502.4	\$ 1,789.0	\$ 1,577.7	\$ 1,324.7
Commercial Aerospace	911.8	668.2	822.3	1,068.2	911.8	668.2
Space & Defense	465.2	434.9	448.5	544.8	465.2	434.9
Industrial	200.7	221.6	231.6	176.0	200.7	221.6

Revenue recognized over time gives rise to contract assets, which represent revenue recognized but unbilled. Contract assets are included in our Consolidated Balance Sheets as a component of current assets. The activity related to contract assets is as follows:

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(In millions)	Composit e Materials	Engineere d Products	Total	Composite Materials	Engineered Products	Total
Opening adjustment - January 1, 2020	\$ 12.8	\$ 39.9	\$ 52.7			
Net revenue billed	(5.0)	(4.6)	(9.6)			
Balance at December 31, 2020	\$ 7.8	\$ 35.3	\$ 43.1			
Opening adjustment - January 1, 2021				\$ 7.8	\$ 35.3	\$ 43.1
Net revenue billed	(1.0)	(11.6)	(12.6)	(1.0)	(11.6)	(12.6)
Balance at December 31, 2021	6.8	23.7	30.5	\$ 6.8	\$ 23.7	\$ 30.5
Net revenue billed	2.3	(0.8)	1.5	2.3	(0.8)	1.5
Balance at December 31, 2022	\$ 9.1	\$ 22.9	\$ 32.0	9.1	22.9	32.0
Net revenue billed	(0.8)	(6.1)	(6.9)	(0.8)	(6.1)	(6.9)
Balance at December 31, 2023	\$ 8.3	\$ 16.8	\$ 25.1	\$ 8.3	\$ 16.8	\$ 25.1

Contract assets as of **December 31, 2022**, **December 31, 2023**, will be billed and reclassified to accounts receivable during **2023**, **2024**. Accounts receivable, net, includes amounts billed to customers where the right to payment is unconditional.

Note 12 — Restructuring

We recognized restructuring charges of \$7.6 million for the year ended December 31, 2022 primarily December 31, 2023 related to severance and asset impairments. Anticipated future cash payments as of December 31, 2022 December 31, 2023 were \$5.4 million.

We recognized restructuring charges of \$7.6 million and \$18.8 million for the year years ended December 31, 2022 and December 31, 2021, respectively, primarily related to severance and asset impairments. For the year ended December 31, 2020, we had restructuring charges of \$42.8 million of which \$10.1 million related to asset impairments as part of the planned closure of our Windsor, Colorado plant and the remainder was for severance costs related to additional job reductions. Restructuring charges are recorded in Other Operating Expense on the Consolidated Statements of Operations.

	December 31, 2021	Restructurin g Charge	FX Impact	Cash Paid	Non-Cash	December 31, 2022
(In Millions)						
Employee termination	\$ 9.0	\$ 3.1	\$ (0.3)	\$ (6.4)	\$ —	\$ 5.4
Impairment and other	—	4.5	—	(2.2)	(2.3)	—
Total	\$ 9.0	\$ 7.6	\$ (0.3)	\$ (8.6)	\$ (2.3)	\$ 5.4

	December 31, 2020	Restructurin g Charge	FX Impact	Cash Paid	Non-Cash	December 31, 2021
(In Millions)						
Employee termination	\$ 14.2	\$ 11.8	\$ (1.0)	\$ (16.0)	\$ —	\$ 9.0
Impairment and other	—	7.0	—	(4.3)	(2.7)	—
Total	\$ 14.2	\$ 18.8	\$ (1.0)	\$ (20.3)	\$ (2.7)	\$ 9.0

	December 31, 2019	Restructurin g Charge	FX Impact	Cash Paid	Non-Cash	December 31, 2020
(In Millions)						
Employee termination	\$ 1.6	\$ 32.3	\$ 0.1	\$ (20.6)	\$ 0.8	\$ 14.2
Impairment and other	—	10.5	—	(1.0)	(9.5)	—

Total	\$	1.6	\$	42.8	\$	0.1	\$	(21.6)	\$	(8.7)	\$	14.2
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	December 31, 2022	Restructuring Charge	FX Impact	Cash Paid	Non-Cash	December 31, 2023
(In Millions)						
Employee termination	\$ 5.4	\$ 0.5	\$ —	\$ (4.7)	\$ —	\$ 1.2
Impairment and other	—	0.3	—	—	(0.3)	\$ —
Total	\$ 5.4	\$ 0.8	\$ —	\$ (4.7)	\$ (0.3)	\$ 1.2

	December 31, 2021	Restructuring Charge	FX Impact	Cash Paid	Non-Cash	December 31, 2022
(In Millions)						
Employee termination	\$ 9.0	\$ 3.1	\$ (0.3)	\$ (6.4)	\$ —	\$ 5.4
Impairment and other	—	4.5	—	(2.2)	(2.3)	—
Total	\$ 9.0	\$ 7.6	\$ (0.3)	\$ (8.6)	\$ (2.3)	\$ 5.4

	December 31, 2020	Restructuring Charge	FX Impact	Cash Paid	Non-Cash	December 31, 2021
(In Millions)						
Employee termination	\$ 14.2	\$ 11.8	\$ (1.0)	\$ (16.0)	\$ —	\$ 9.0
Impairment and other	—	7.0	—	(4.3)	(2.7)	—
Total	\$ 14.2	\$ 18.8	\$ (1.0)	\$ (20.3)	\$ (2.7)	\$ 9.0

Note 13 — Stock-Based Compensation

The following table details the stock-based compensation expense by type of award for the years ended **December 31, 2023**, **December 31, 2022**, **2021** and **2020**:

(In millions)	2023	2022	2021	2023	2022	2021
Non-qualified stock options	\$ 5.4	\$ 7.3	\$ 6.8	\$ 4.5	\$ 5.4	\$ 7.3
Restricted stock, service based ("RSUs")	7.2	7.7	8.4	7.7	7.2	7.7
Restricted stock, performance based ("PRSUs")	6.7	3.6	(0.7)	8.0	6.7	3.6
Employee stock purchase plan	0.6	0.3	0.2	0.7	0.6	0.3
Stock-based compensation expense	\$ 19.9	\$ 18.9	\$ 14.7	\$ 20.9	\$ 19.9	\$ 18.9
Tax benefit from stock exercised and converted during the period	\$ 1.6	\$ 2.5	\$ 4.5	\$ 2.5	\$ 1.6	\$ 2.5

Non-Qualified Stock Options

Non-qualified stock options (“NQOs”) have been granted to our employees and directors under our stock compensation plan. Options granted generally vest over three years and expire ten years from the date of grant.

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A summary of option activity under the plan for the three years ended **December 31, 2022** **December 31, 2023** is as follows:

	Number of Options (In millions)	Weighted- Average Exercise Price	Remaining Contractual Life (in years)	Number of Options (In millions)	Weighted- Average Exercise Price	Remaining Contractual Life (in years)
Outstanding at December 31, 2019	1.3	\$ 47.92	5.6			
Options granted	0.5	\$ 54.82	0.0			
Options exercised	(0.2)	\$ 32.18	0.0			
Outstanding at December 31, 2020	1.6	\$ 51.07	6.0	1.6	\$ 51.07	6.0
Options granted	0.4	\$ 44.90	0.0	0.4	\$ 44.90	-
Options exercised	(0.3)	\$ 38.03	0.0	(0.3)	\$ 38.03	-
Outstanding at December 31, 2021	1.7	\$ 51.28	6.3	1.7	\$ 51.28	6.3
Options granted	0.2	\$ 52.17	0.0	0.2	\$ 52.17	-
Options exercised	(0.1)	\$ 37.99	0.0	(0.1)	\$ 37.99	-
Outstanding at December 31, 2022	1.8	\$ 52.01	5.7	1.8	\$ 52.01	5.7
Options granted				0.2	\$ 68.79	-
Options exercised				(0.2)	\$ 42.95	-
Outstanding at December 31, 2023				1.8	\$ 54.58	5.4

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(In millions, except weighted average exercise price)	Year Ended December 31,		Year Ended December 31,	
	2022	2021	2023	2022
Aggregate intrinsic value of outstanding options	\$ 18.2	\$ 10.6	\$ 33.6	\$ 18.2
Aggregate intrinsic value of exercisable options	\$ 11.8	\$ 5.9	\$ 26.4	\$ 11.8
Total intrinsic value of options exercised	\$ 1.8	\$ 4.5	\$ 5.9	\$ 1.8
Total number of options exercisable	1.2	1.0	1.3	1.2
Weighted average exercise price of options exercisable	\$ 52.98	\$ 51.56	\$ 54.05	\$ 52.98
Total unrecognized compensation cost on non-vested options	\$ 1.7	\$ 2.7	\$ 1.2	\$ 1.7

- (a) Unrecognized compensation cost relates to non-vested stock options and is expected to be recognized over the remaining vesting period ranging from one year to three years.

Valuation Assumptions in Estimating Fair Value

We estimated the fair value of stock options at the grant date using the Black-Scholes option pricing model with the following assumptions for the years ended December 31, 2022, December 31, 2023, 2021, 2022 and 2020, 2021:

	2022	2021	2020	2023	2022	2021
Risk-free interest rate	1.74 %	0.58 %	0.85 %	3.51 %	1.74 %	0.58 %
Expected option life (in years)	6.03	5.99	5.96	6.05	6.03	5.99
Dividend yield	0.8 %	1.5 %	1.1 %	0.7 %	0.8 %	1.5 %
Volatility	44.2 % 1	49.6 % 5	44.3 % 5	37.14 %	44.21 %	49.65 %
Weighted-average fair value per option granted	\$ 21.40	\$ 18.12	\$ 19.50	\$ 26.81	\$ 21.40	\$ 18.12

The weighted-average expected life is derived from the average midpoint between the vesting and the contractual term and considers the effect of both the inclusion and exclusion of post-vesting cancellations during the ten-year period. Expected volatility is calculated based on a blend of both historic volatility of our common stock and implied volatility of our traded options. We weigh both volatility inputs equally and utilize the average as the volatility input for the Black-Scholes calculation. The risk-free interest rate for the expected term is based on the U.S. Treasury yield curve in effect at the time of grant and corresponding to the expected term.

Restricted Stock Units — Service Based

As of December 31, 2022, December 31, 2023, a total of 479,497 446,265 shares of service based restricted stock units were outstanding, which vest based on years of service under the 2003 and 2013 incentive stock plans. RSUs are granted to key

employees, executives, and directors of the Company. The fair value of the RSU is based on the closing market price of the Company's common stock on the date of grant and is amortized on a straight-line basis over the requisite service period. The stock-based compensation expense recognized is based on an estimate of shares ultimately expected to vest, and therefore it has been reduced for estimated forfeitures. The total compensation expense related to awards granted to retirement-eligible employees is recognized on the grant date.

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The table presented below provides a summary of the Company's RSU activity for the years ended **December 31, 2022**, **December 31, 2023**, **2021**, **2022** and **2020**:**2021**:

	RSUs		Weighted-Average			RSUs		Weighted-Average	
	Number of (In millions)		Fair Value	Grant Date		Number of (In millions)		Fair Value	Grant Date
Outstanding at December 31, 2019	0.4	\$	48.06						
RSUs granted	0.2	\$	51.51						
RSUs issued	(0.1)	\$	51.82						
Outstanding at December 31, 2020	0.5	\$	47.98			0.5	\$	47.98	
RSUs granted	0.1	\$	47.20			0.1	\$	47.20	
RSUs issued	(0.1)	\$	48.61			(0.1)	\$	48.61	
Outstanding at December 31, 2021	0.5	\$	47.46			0.5	\$	47.46	
RSUs granted	0.1	\$	53.51			0.1	\$	53.51	
RSUs issued	(0.1)	\$	54.63			(0.1)	\$	54.63	
Outstanding at December 31, 2022	0.5	\$	46.93			0.5	\$	46.93	
RSUs granted						0.1	\$	67.69	
RSUs issued						(0.1)	\$	53.05	
Outstanding at December 31, 2023						0.5	\$	50.41	

As of **December 31, 2022**, **December 31, 2023**, there was total unrecognized compensation cost related to non-vested RSUs of **\$5.7** **6.0** million, which is to be recognized over the remaining vesting period ranging from one year to three years.

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Restricted Stock Units — Performance Based

As of **December 31, 2022**, **December 31, 2023**, a total of **423,738** **444,572** shares of performance based restricted stock units were outstanding under the 2003 and 2013 incentive stock plans. The total amount of PRSUs that will ultimately vest is based on

the achievement of various financial performance targets set forth by the Company's Compensation Committee on the date of grant. PRSUs are based on a three-year performance period. The stock-based compensation expense related to awards granted to retirement-eligible employees is expensed on the grant date and is trued up as projections change. The fair value of the PRSU is based on the closing market price of the Company's common stock on the date of grant and is amortized straight-line over the total three year three-year period. A change in the performance measure expected to be achieved is recorded as an adjustment in the period in which the change occurs.

The table presented below provides a summary, of the Company's PRSU activity, at original grant amounts, for the years ended December 31, 2022, 2021 December 31, 2023, 2022 and 2020:2021:

	Number of PRSUs (In millions)	Weighted- Average Grant Date Fair Value	Number of PRSUs (In millions)	Weighted- Average Grant Date Fair Value
Outstanding at December 31, 2019	0.3	\$ 60.48		
PRSUs granted	0.1	\$ 74.74		
PRSUs issued	(0.1)	\$ 50.50		
PRSUs cancelled	-	\$ -		
Outstanding at December 31, 2020	0.3	\$ 68.77	0.3	\$ 68.77
PRSUs granted	0.2	\$ 44.90	0.2	\$ 44.90
PRSUs issued	-	\$ 50.50	-	\$ 50.50
PRSUs cancelled	(0.1)	\$ 68.15	(0.1)	\$ 68.15
Outstanding at December 31, 2021	0.4	\$ 57.19	0.4	\$ 57.19
PRSUs granted	0.1	\$ 52.17	0.1	\$ 52.17
PRSUs issued	-	\$ -	-	\$ -
PRSUs cancelled	(0.1)	\$ 65.56	(0.1)	\$ 65.56
Outstanding at December 31, 2022	0.4	\$ 53.71	0.4	\$ 53.71
PRSUs granted			0.1	\$ 68.79
PRSUs issued			-	\$ -
PRSUs cancelled			(0.1)	\$ 73.75
Outstanding at December 31, 2023			0.4	\$ 53.19

As of December 31, 2022 December 31, 2023, there was total unrecognized compensation cost related to non-vested PRSUs of \$2.31.9 million, which is to be recognized over the remaining vesting period ranging from one year to three years. The final amount of compensation cost to be recognized is dependent upon our financial performance.

During 2023, 2022, 2021 and 2020 cash received from stock option exercises was \$3.0 million, \$7.7 million and \$3.3 million, respectively. We used \$2.1 million, \$1.8 million and \$7.7 million in cash related to the shares withheld to satisfy employee tax obligations for RSUs and PRSUs converted during the years ended December 31, 2022, December 31, 2023, 2022 and 2021, and 2020, respectively.

We classify the cash flows resulting from these tax benefits as financing cash flows. We either issue new shares of our common stock or utilize treasury shares upon the exercise of stock options or the conversion of stock units.

Shares Authorized for Grant

In 2019, an amendment to the Hexcel Corporation 2013 Incentive Stock Plan (the “Plan”) was adopted that increased the number of shares of the Company’s common stock authorized for issuance under the Plan by 3,300,000 shares. As of December 31, 2022, December 31, 2023, an aggregate of 3.0 million shares were authorized for future grant under our stock plan, which covers stock options, RSUs, PRSUs and at the discretion of Hexcel, could result in the issuance of other types of stock-based awards.

Employee Stock Purchase Plan (“ESPP”)

The Company offers an ESPP, which allowed for eligible employees to contribute up to 10% of their base earnings, to a maximum of \$25,000 in a calendar year, toward the quarterly purchase of our common stock at a purchase price equal to 85% of the fair market value of the common stock. There were 74,664, 73,809, 28,620, 74,664 and 35,000, 28,620 ESPP shares purchased in 2023, 2022, 2021 and 2020, 2021, respectively. The ESPP was suspended in April 2020 in response to the COVID pandemic but was subsequently reinstated commencing with the third quarter of 2021.

Note 14 — Net Income Per Common Share

Computations of basic and diluted net income per common share for the years ended December 31, 2022, December 31, 2023, 2021, 2022 and 2020, 2021, are as follows:

(In millions, except per share data)	2022	2021	2020	2023	2022	2021
Basic net income per common share:						
	126.	16.	31.			
Net income	\$ 3	\$ 1	\$ 7	\$ 105.7	\$ 126.3	\$ 16.1
		84.	83.			
Weighted average common shares outstanding	84.4	1	8	84.6	84.4	84.1

		0.1	0.3			
Basic net income per common share	\$ 1.50	\$ 9	\$ 8	\$ 1.25	\$ 1.50	\$ 0.19
Diluted net income per common share:						
Weighted average common shares outstanding		84.	83.			
— Basic	84.4	1	8	84.6	84.4	84.1
<i>Plus incremental shares from assumed conversions:</i>						
Restricted stock units	0.4	0.3	0.1	0.5	0.4	0.3
Stock options	0.2	0.2	0.1	0.4	0.2	0.2
Weighted average common shares outstanding		84.	84.			
— Dilutive	85.0	6	0	85.5	85.0	84.6
		0.1	0.3			
Dilutive net income per common share	\$ 1.49	\$ 9	\$ 8	\$ 1.24	\$ 1.49	\$ 0.19
Anti-dilutive shares outstanding, excluded from computation	0.8	0.6	0.9	0.3	0.8	0.6

Note 15 — Derivative Financial Instruments

Interest Rate Swap Agreements

At both December 31, 2022 and 2021, we had no interest rate swap agreements outstanding.

The Company had treasury lock agreements to protect against unfavorable movements in the benchmark treasury rate related to the issuance of our senior unsecured notes. These hedges were designated as cash flow hedges, thus any change in fair value was recorded as a component of other comprehensive income (loss). As part of the issuance of our senior notes, we net settled these derivatives for \$10 million in cash and the deferred gains recorded in other comprehensive income (loss) will be released to interest expense over the life of the senior notes. The effect of these settled treasury locks reduces the effective interest rate on the senior notes by approximately 0.25%.

Cross Currency and Interest Rate Swap Agreements

In November 2020, we entered into a cross currency and interest rate swap which is designated as a cash flow hedge of a €270 million, 5-year amortizing, intercompany loan between one of our European subsidiaries and the U.S. parent company. Changes in the spot exchange are recorded to the general ledger and offset the fair value re-measurement of the hedged item. The net difference in the interest rates coupons is recorded as a credit to interest expense. The derivative swaps €270 million bearing interest at a fixed rate of 0.30% for \$319.9 million at a fixed rate interest of 1.115%. The interest coupons settle semi-annually. The principal will amortize each year on November 15, as follows: for years 1 through 4, beginning November 15, 2021, €50 million

versus \$59.2 million, and a final settlement on November 15, 2025 of €70 million versus \$82.9 million. The carrying value of the derivative at December 31, 2022 December 31, 2023 is a current asset of \$6.2 4.3 million and a long-term asset of \$10.1 3.7 million.

Foreign Currency Forward Exchange Contracts

A number of our European subsidiaries are exposed to the impact of exchange rate volatility between the U.S. dollar and the subsidiaries' functional currencies, being either the Euro or the British pound sterling. We have entered into contracts to exchange U.S. dollars for Euros and British pound sterling through June 2025, 2026. The aggregate notional amount of these contracts was \$393.3 million at December 31, 2023 and \$503.3 million at December 31, 2022 and \$316.4 million at December 31, 2021. The purpose of these contracts is to hedge a portion of the forecasted transactions of European subsidiaries under long-term sales contracts with certain customers. These contracts are expected to provide us with a more balanced matching of future cash receipts and expenditures by currency, thereby reducing our exposure to fluctuations in currency exchange rates. The effective portion of the hedges was gains of \$10.5 million, losses of \$27.9 million and losses of \$13.3 million, and gains of \$10.9 million, for the years ended December 31, 2022 December 31, 2023, 2021 2022 and 2020, 2021, respectively, and are recorded in other comprehensive (loss) income. At

The fair values of outstanding derivative financial instruments as of December 31, 2023 and December 31, 2022, \$ were as follows: 5.3

million of the carrying amount of these contracts was classified in assets (\$

1.9 70

million of which was recorded in prepaid expenses and other current assets) and \$19.4

(In millions)	Prepaid and Other Current							
	Assets		Other Assets		Current Liabilities		Non-Current Liabilities	
	December 31, 2023	December 31, 2022	December 31, 2023	December 31, 2022	December 31, 2023	December 31, 2022	December 31, 2023	December 31, 2022
Derivative Products								
Foreign currency forward								
exchange contracts	\$ 4.8	\$ 1.9	\$ 5.5	\$ 3.4	\$ 3.2	\$ 14.1	\$ -	\$ 5.3
Undesignated hedges	-	-	-	-	1.4	0.7	-	-
Commodity swaps	0.5	0.5	0.2	-	1.5	7.2	0.2	1.4
Cross currency and interest								
rate swap	4.3	6.2	3.7	10.1	-	-	-	-
Total Derivative Products	\$ 9.6	\$ 8.6	\$ 9.4	\$ 13.5	\$ 6.1	\$ 22.0	\$ 0.2	\$ 6.7

million as liabilities (\$

5.3 million of which is in other non-current liabilities) on the Consolidated Balance Sheets and \$1.9 million of the carrying amount of these contracts was classified in assets (\$1.7 million of which was recorded in prepaid expenses and other current

assets) and \$6.8 million as liabilities (\$3.9 million of which is in other non-current liabilities) at December 31, 2021. During the years ended December 31, 2022, December 31, 2023 and 2021, 2022 the net impact for the hedges recognized in sales was a loss of \$18.7, 10.9 million and a gain/loss of \$5.2, 18.7 million, respectively. For the three, two years ended December 31, 2022, 2021, December 31, 2023 and 2020, 2022, hedge ineffectiveness was immaterial.

In addition, we enter into foreign exchange forward contracts which are not designated as hedges. These are used to provide an offset to transactional gains or losses arising from the remeasurement of non-functional monetary assets and liabilities such as accounts receivable. The change in the fair value of the derivatives is recorded in the statement of operations. There are no credit contingency features in these derivatives. During the years ended December 31, 2022, December 31, 2023, 2021, 2022 and 2020, 2021, we recognized net foreign exchange gains of \$3.3, 1.4 million, \$1.3, 3.3 million, and \$2.4, 1.3 million, respectively, in the Consolidated Statements of Operations. The carrying amount of the contracts for asset and liability derivatives not designated as hedging instruments was \$0.7, 1.4 million of current liabilities on our Consolidated Balance Sheets at December 31, 2022, December 31, 2023.

The activity, net of tax, in accumulated other comprehensive loss related to foreign currency forward exchange contracts for the years ended December 31, 2022, December 31, 2023, 2021, 2022 and 2020, 2021 was as follows:

(In millions)	2022	2021	2020
Unrealized (loss) gain at beginning of period, net of tax	\$ (3.5)	\$ 10.6	\$ (8.4)
Loss (gain) reclassified to net sales	14.0	(4.0)	10.9
(Decrease) increase in fair value	(21.0)	(10.1)	8.1
Unrealized (loss) gain at end of period, net of taxes	\$ (10.5)	\$ (3.5)	\$ 10.6

	2023	2022	2021
Unrealized (loss) gain at beginning of period, net of tax	\$ (10.5)	\$ (3.5)	\$ 10.6
Loss reclassified to net sales	8.0	14.0	(4.0)
Increase (decrease) in fair value	7.7	(21.0)	(10.1)
Unrealized gain (loss) at end of period, net of taxes	\$ 5.2	\$ (10.5)	\$ (3.5)

Unrealized losses/gain of \$12.2, 1.6 million recorded in accumulated other comprehensive loss, net of tax of \$2.8, 0.4 million, as of December 31, 2022, December 31, 2023 are expected to be reclassified into earnings over the next twelve months as the hedged sales are recorded. The impact of credit risk adjustments was immaterial for the three years.

Commodity Swap Agreements

We use commodity swap agreements to hedge against price fluctuations of raw materials, including propylene (the principal component of acrylonitrile). As of December 31, 2022, December 31, 2023, the Company had commodity swap agreements with a notional value of \$26.8, 19.5 million. The swaps mature monthly through December 2024, 2025. The swaps are accounted for as a cash flow hedge of our forward raw material purchases. To ensure the swaps are highly effective, all of the critical terms of the swap matched the terms of the hedged items. The fair value of the commodity swap agreements was an asset of \$0.7 million and a liability of \$1.7 million (of which \$0.2 million was recorded in long term liabilities) at December 31, 2023 and an asset of \$0.5 million

and a liability of \$8.6 million (of which \$1.4 million was recorded in long term liabilities) at December 31, 2022 and an asset of \$0.9 million (\$0.9 million of which was recorded in prepaid expenses and other current assets) and a liability of \$2.3 million at December 31, 2021.

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Note 16 — Commitments and Contingencies

We are involved in litigation, investigations and claims arising out of the normal conduct of our business, including those relating to commercial transactions, environmental, employment and health and safety matters. While it is impossible to predict the ultimate resolution of litigation, investigations and claims asserted against us, we believe, based upon our examination of currently available information, our experience to date, and advice from legal counsel, that, after taking into account our existing insurance coverage and amounts already provided for, the currently pending legal proceedings against us will not have a material adverse impact on our consolidated results of operations, financial position or cash flows.

Environmental Matters

We have been named as a potentially responsible party ("PRP") with respect to the below and other hazardous waste disposal sites that we do not own or possess, which are included on, or proposed to be included on, the Superfund National Priority List of the U.S. Environmental Protection Agency ("EPA") or on equivalent lists of various state governments. Because the Federal Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "Superfund") allows for joint and several

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liability in certain circumstances, we could be responsible for all remediation costs at such sites, even if we are one of many PRPs. We believe, based on the amount and nature of the hazardous waste at issue, and the number of other financially viable PRPs at each site, that our liability in connection with such environmental matters will not be material.

Lower Passaic River Study Area

Hexcel together with approximately 48 other PRPs that comprise the Lower Passaic Cooperating Parties Group (the "CPG"), are subject to a May 2007 Administrative Order on Consent ("AOC") with the EPA requiring the CPG to perform a Remedial Investigation/Feasibility Study of environmental conditions of a 17-mile stretch of the Passaic River in New Jersey (the "Lower Passaic River"). We were included in the CPG based on our operations at our former manufacturing site in Lodi, New Jersey.

In March 2016, the EPA issued a Record of Decision ("ROD") setting forth the EPA's selected remedy for the lower eight miles of the Lower Passaic River at an expected cost ranging from \$0.97 billion to \$2.07 billion. In August 2017, the EPA appointed an independent third-party allocation expert to make recommendations on the relative liability of approximately 120 identified non-government PRPs for the lower eight miles of the Lower Passaic River. In December 2020, the allocator issued its non-binding

report on PRP liability (including Hexcel's) to the EPA. In October 2021, the EPA released a ROD selecting an interim remedy for the upper nine miles of the Lower Passaic River at an expected additional cost ranging from \$308.7 million to \$661.5 million.

In October 2016, pursuant to a settlement agreement with the EPA, Occidental Chemical Corporation ("OCC"), one of the PRPs, commenced performance of the remedial design required by the ROD for the lower eight miles of the Lower Passaic River, reserving its right of cost contribution from all other PRPs. In June 2018, OCC filed suit against approximately 120 parties, including Hexcel, in the U.S. District Court of the District of New Jersey seeking cost recovery and contribution under CERCLA related to the Lower Passaic River. In July 2019, the court granted in part and denied in part the defendants' motion to dismiss. In August 2020, the court granted defendants' motion for summary judgement for certain claims. Discovery for the remaining claims is ongoing. has been stayed indefinitely based on agreement of the parties. On February 24, 2021, Hexcel and certain other defendants filed a third-party complaint against the Passaic Valley Sewerage Commission and certain New Jersey municipalities seeking recovery of Passaic-related cleanup costs incurred by defendants, as well as contribution for any cleanup costs incurred by OCC for which the court deems the defendants liable. In March 2023, the EPA issued a Unilateral Administrative Order ("UAO") to OCC ordering OCC to commence remedial design work for the interim remedy for the cleanup of the upper nine miles of the Lower Passaic River. On March 24, 2023, OCC filed suit against Hexcel and approximately 38 other parties claiming cost recovery under CERCLA for future costs related to its compliance with the UAO. On January 5, 2024, the U.S. District Court stayed the foregoing claim initiated by OCC until the completion of the Passaic-related Consent Decree process.

On December 16, 2022, the EPA lodged a Consent Decree with the U.S. District Court for the District of New Jersey requesting court approval of a \$150 million settlement of the EPA's CERCLA claims against Hexcel and 83 other PRPs for costs related to alleged contamination of the upper and lower portions of the Lower Passaic River. The 84 PRPs have collectively placed \$150 million in escrow, pending District Court approval of the Consent Decree. The Consent Decree is subject to a public comment period and interested parties may have opportunities to provide additional evidence or make arguments in support or opposition to the Consent Decree. Hexcel is unable to estimate when or if the District Court will approve the Consent Decree.

Environmental remediation reserve activity for the three years ended December 31, was as follows:

(In millions)	2022	2021	2020
Beginning remediation accrual balance	\$ 2.1	\$ 2.4	\$ 2.5
Current period expenses	—	—	—
Cash expenditures	(1.3)	(0.3)	(0.1)
Ending remediation accrual balance	\$ 0.8	\$ 2.1	\$ 2.4

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(In millions)	2023	2022	2021
Beginning remediation accrual balance	\$ 0.8	\$ 2.1	\$ 2.4
Current period expenses	0.3	—	—
Cash expenditures	(0.4)	(1.3)	(0.3)
Ending remediation accrual balance	\$ 0.7	\$ 0.8	\$ 2.1

Summary of Environmental Reserves

Our estimate of liability as a PRP and our remaining costs associated with our responsibility to remediate the Lower Passaic River and other sites are accrued in the Consolidated Balance Sheets. As of **December 31, 2022** **December 31, 2023** and **December 31, 2021** **December 31, 2022**, our aggregate environmental related accruals were \$**0.8** **0.7** million and \$**2.1** **0.8** million, respectively. These amounts were included in non-current **liabilities with the exception of \$0.1 million at December 31, 2021 which was included in accrued** liabilities.

These accruals can change significantly from period to period due to such factors as additional information on the nature or extent of contamination, the methods of remediation required, changes in the apportionment of costs among responsible parties and other actions by governmental agencies or private parties, or the impact, if any, of being named in a new matter.

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Product Warranty

Warranty expense for the years ended **December 31, 2022** **December 31, 2023**, **2021** **2022** and **2020** **2021** and accrued warranty cost, included in “other accrued liabilities” in the Consolidated Balance Sheets were as follows:

(In millions)	Product Warranties
Balance as of December 31, 2019	\$ 5.5
Warranty expense	1.7
Deductions and other	(4.6)
Balance as of December 31, 2020	\$ 2.6
Warranty expense	2.0
Deductions and other	(2.1)
Balance as of December 31, 2021	\$ 2.5
Warranty expense	3.3
Deductions and other	(2.7)
Balance as of December 31, 2022	\$ 3.1
Warranty expense	3.3
Deductions and other	(3.6)
Balance as of December 31, 2023	\$ 2.8

Purchase Obligations

At **December 31, 2022** **December 31, 2023**, purchase commitments were \$**11.4** million for 2023, \$**11.7** **13.2** million for 2024, \$**6.1** **8.9** million for 2025, \$**2.5** **3.5** million for 2026, \$**2.5** **2.9** million for 2027, \$**2.0** million for 2028, and \$**8.4** **11.0** million thereafter.

Note 17 — Accumulated Other Comprehensive Loss

Comprehensive income represents net income and other gains and losses affecting stockholders' equity that are not reflected in the Consolidated Statements of Operations.

The components of accumulated other comprehensive loss as of **December 31, 2022**, **December 31, 2023** and **2021** **2022** were as follows:

(In millions)	Change							
	Unrecognized Net Defined Benefit Plan Costs	Change in Fair Value of Derivatives Products	Foreign Currency Translation	Total	Unrecognized Net Defined Benefit Plan Costs	Change in Fair Value of Derivatives Products	Foreign Currency Translation	Total
Balance at December 31, 2020	\$ (40.4)	\$ 15.6	\$ (34.8)	\$ (59.6)				
Other comprehensive (loss) income before reclassifications	(22.0)	7.7	(26.9)	(41.2)				
Amounts reclassified from accumulated other comprehensive loss	0.7	(26.4)	-	(25.7)				
Other comprehensive loss	(21.3)	(18.7)	(26.9)	(66.9)				
Balance at December 31, 2021	\$ (61.7)	\$ (3.1)	\$ (61.7)	\$ (126.5)	\$ (61.7)	\$ (3.1)	\$ (61.7)	\$ (126.5)
Other comprehensive income (loss) before reclassifications	10.7	(9)	(2)	(4.4)	10.7	(10.9)	(48.2)	(48.4)
Amounts reclassified from accumulated other comprehensive loss	1.9	(1.4)	—	0.5	1.9	(1.4)	-	0.5
Other comprehensive income (loss)	12.6	(12.3)	(48.2)	(47.9)	12.6	(12.3)	(48.2)	(47.9)

Balance at December 31, 2022	(49.1) \$ 1)	(15.4) \$ 4)	(10.9) \$ 9.9)	(17.4) \$ 4.4)	\$ (49.1)	\$ (15.4)	\$ (109.9)	\$ (174.4)
Other comprehensive (loss) income before reclassifications					(4.2)	8.6	29.1	33.5
Amounts reclassified from accumulated other comprehensive loss					54.3	12.5	-	66.8
Other comprehensive income (loss)					50.1	21.1	29.1	100.3
Balance at December 31, 2023	\$ 1.0	\$ 5.7	\$ (80.8)	\$ (74.1)				

The amount of net (gains) losses reclassified to earnings from the unrecognized net defined benefit and postretirement plan costs and derivative products components of accumulated other comprehensive loss for the years ended December 31, 2022 December 31, 2023, 2021 2022 and 2020 2021 were as follows:

(In millions)	Year Ended December 31, 2022		Year Ended December 31, 2021		Year Ended December 31, 2020	
	Pre-tax (gain) loss	Net of tax (gain) loss	Pre-tax (gain) loss	Net of tax (gain) loss	Pre-tax (gain) loss	Net of tax (gain) loss
Defined Benefit and Postretirement Plan Costs	\$ 2.4	\$ 1.9	\$ 0.8	\$ 0.7	\$ (1.0)	\$ (0.8)
Derivative Products						
Foreign currency forward exchange contracts	18.7	14.0	(5.2)	(4.0)	14.5	11.0
Commodity swaps	2.0	1.5	(3.6)	(2.8)	5.5	4.2
Interest rate swaps	(21.9)	(16.9)	(25.6)	(19.6)	9.3	7.0
Total Derivative Products	\$ (1.2)	\$ (1.4)	\$ (34.4)	\$ (26.4)	\$ 29.3	\$ 22.2

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Year Ended December 31, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
------------------------------	------------------------------	------------------------------

(In millions)	Pre-tax (gain) loss	Net of tax (gain) loss	Pre-tax (gain) loss	Net of tax (gain) loss	Pre-tax (gain) loss	Net of tax (gain) loss
Defined Benefit and Postretirement Plan						
Costs	\$ 72.3	\$ 54.3	\$ 2.4	\$ 1.9	\$ 0.8	\$ 0.7
Derivative Products						
Foreign currency forward exchange						
contracts	10.9	8.0	18.7	14.0	(5.2)	(4.0)
Commodity swaps	5.3	4.0	2.0	1.5	(3.6)	(2.8)
Interest rate swaps	0.7	0.5	(21.9)	(16.9)	(25.6)	(19.6)
Total Derivative Products	\$ 16.9	\$ 12.5	\$ (1.2)	\$ (1.4)	\$ (34.4)	\$ (26.4)

Note 18 — Segment Information

The financial results for our segments are prepared using a management approach, which is consistent with the basis and manner in which we internally segregate financial information for the purpose of assisting in making internal operating decisions. We evaluate the performance of our segments based on operating income, and generally account for intersegment sales based on arm's length prices. We report two segments, Composite Materials and Engineered Products. Corporate and certain other expenses are not allocated to the segments, except to the extent that the expense can be directly attributable to the segment. Corporate & Other is shown to reconcile to Hexcel's consolidated results.

In addition to the product line-based segmentation of our business, we also monitor sales into our principal end markets as a means to understanding demand for our products.

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The following table presents financial information on our segments as of December 31, 2022, December 31, 2023, 2021, 2022 and 2020, 2021 and for the years then ended.

(In millions)	Composite Materials	Engineered Products	Corporate & Other	Total	Composite Materials	Engineered Products	Corporate & Other	Total
Third-party sales								

2023					\$ 1,474.2	\$ 314.8	\$ —	\$ 1,789.0
2022	\$ 1,279.7	\$ 298.0	\$ —	\$ 1,577.7				
2021	1,019.4	305.3	—	1,324.7				
2020	1,185.9	316.5	—	1,502.4				
Intersegment sales								
2023	\$ 70.6	\$ 2.4	\$ (73.0)	\$ —				
2022	\$ 66.3	\$ 2.8	\$ (69.1)	\$ —				
2021	56.7	2.4	(59.1)	—				
2020	53.9	2.5	(56.4)	—				
Operating income (loss)								
2023	\$ 237.9	\$ 32.8	\$ (55.4)	\$ 215.3				
2022	\$ 178.2	\$ 36.6	\$ (39.6)	\$ 175.2				
2021	88.1	20.2	(56.5)	51.8				
2020	60.7	9.4	(56.0)	14.1				
Depreciation and amortization								
2023	\$ 110.4	\$ 14.4	\$ —	\$ 124.8				
2022	\$ 112.0	\$ 14.1	\$ 0.1	\$ 126.2				
2021	123.4	14.5	0.1	138.0				
2020	125.5	15.3	0.1	140.9				
Equity in earnings (losses) from affiliated companies								
2023	\$ —	\$ 8.1	\$ —	\$ 8.1				
2022	\$ —	\$ 8.1	\$ —	\$ 8.1				
2021	(0.1)	0.2	(0.1)	—				
2020	(0.3)	(1.1)	(0.2)	(1.6)				
Other operating (income) expense								
2023	\$ 1.2	\$ 0.2	\$ —	\$ 1.4				
2022	\$ 7.5	\$ —	\$ (19.4)	\$ (11.9)				
2021	17.8	0.1	0.3	18.2				

2020	32.1 0	9.8	16.0 0	57.9				
Segment assets								
2023					\$ 2,309.3	\$ 543.1	\$ 66.1	\$ 2,918.5
2022	\$ 2,26 9.4	\$ 523. 2	\$ 44.7	\$ 2,83 7.3	2,269.4	523.2	44.7	2,837.3
2021	2,25 8.2	475. 6	85.6	2,81 9.4	2,258.2	475.6	85.6	2,819.4
2020	2,38 2.3	473. 8	61.7	2,91 7.8				
Investments in affiliated companies								
2023					\$ —	\$ —	\$ 5.0	\$ 5.0
2022	\$ 1.5	\$ 38.6	\$ 7.5	\$ 47.6	1.5	38.6	7.5	47.6
2021	1.7	35.3	7.6	44.6	1.7	35.3	7.6	44.6
2020	2.0	35.0	7.7	44.7				
Accrual basis additions to property, plant and equipment								
2023					\$ 70.9	\$ 50.7	\$ —	\$ 121.6
2022	\$ 58.3	\$ 11.4	\$ 0.1	\$ 69.8	58.3	11.4	0.1	69.8
2021	35.7	5.7	—	41.4	35.7	5.7	—	41.4
2020	38.6	3.9	—	42.5				

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Geographic Data

Net sales and long-lived assets, by geographic area, consisted of the following for the three years ended December 31, 2022 December 31, 2023, 2021 2022 and 2020:2021:

(In millions)	2022	2021	2020	2023	2022	2021
Net Sales by Geography (a):						
United States	\$ 819.4	\$ 685.0	\$ 792.6	\$ 888.2	\$ 819.4	\$ 685.0
International						
France	235.9	205.0	226.1	320.4	235.9	205.0

Spain	158.9	115.8	101.5	183.2	158.9	115.8
Germany	138.6	96.9	127.1	153.6	138.6	96.9
United Kingdom	119.0	91.3	104.8	150.4	119.0	91.3
Austria	72.8	72.9	83.6	56.1	72.8	72.9
Other	33.1	57.8	66.7	37.1	33.1	57.8
Total international	758.3	639.7	709.8	900.8	758.3	639.7
Total consolidated net sales	\$ 1,577.7	\$ 1,324.7	\$ 1,502.4	\$ 1,789.0	\$ 1,577.7	\$ 1,324.7
Net Sales to External Customers (b):						
United States	\$ 667.7	\$ 546.1	\$ 703.5	\$ 737.5	\$ 667.7	\$ 546.1
International						
Germany	122.3	107.3	124.6	141.2	122.3	107.3
France	143.4	113.1	106.7	174.7	143.4	113.1
Spain	124.7	91.4	107.4	138.1	124.7	91.4
United Kingdom	51.1	43.4	37.7	65.3	51.1	43.4
Other	468.5	423.4	422.5	532.2	468.5	423.4
Total international	910.0	778.6	798.9	1,051.5	910.0	778.6
Total consolidated net sales	\$ 1,577.7	\$ 1,324.7	\$ 1,502.4	\$ 1,789.0	\$ 1,577.7	\$ 1,324.7
Long-lived Assets (c):						
United States	\$ 1,420.9	\$ 1,456.5	\$ 1,523.3	\$ 1,410.3	\$ 1,420.9	\$ 1,456.5
International						
France	\$ 318.1	349.6	398.5	\$ 322.7	318.1	349.6
United Kingdom	107.5	130.9	144.4	107.2	107.5	130.9
Spain	45.8	51.5	57.7	45.5	45.8	51.5
Other	71.2	75.8	86.6	73.6	71.2	75.8
Total international	542.6	607.8	687.2	549.0	542.6	607.8
Total consolidated long-lived assets	\$ 1,963.5	\$ 2,064.3	\$ 2,210.5	\$ 1,959.3	\$ 1,963.5	\$ 2,064.3

- (a) Net sales by geography based on the location in which the product sold was manufactured.
- (b) Net sales to external customers based on the location to which the product sold was delivered.
- (c) Long-lived assets primarily consist of property, plant and equipment, net and goodwill at December 31, 2022 December 31, 2021 2021 2022 and 2020. 2021. Also included are right of use assets related to operating leases.

Significant Customers

Approximately 38 39%, 33 38% and 33% of our 2023, 2022 2021 and 2020 2021 net sales, respectively were to Airbus and its subcontractors and approximately 14 15%, 16 14% and 19 16% of our 2023, 2022 2021 and 2020 2021 net sales, respectively were to Boeing and its subcontractors.

Note 19— Fair Value Measurements

The fair values of our financial instruments are classified into one of the following categories:

- Level 1: Quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.
- Level 2: Observable inputs other than quoted prices in active markets but corroborated by market data.
- Level 3: Unobservable inputs are used when little or no market data is available. The fair value hierarchy gives the lowest priority to Level 3 inputs.

In determining fair value, we utilize valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible as well as consider our own and counterparty credit risk. At December 31, 2022 and 2021, we had one liability which utilized Level 3 inputs.

For derivative assets and liabilities that utilize Level 2 inputs, we prepare estimates of future cash flows of our derivatives, which are discounted to a net present value. The estimated cash flows and the discount factors used in the valuation model are based on observable inputs and incorporate non-performance risk (the credit standing of the counterparty when the derivative is in a net asset position, and the credit standing of Hexcel when the derivative is in a net liability position). The fair value of these assets and liabilities was approximately \$22.1 million and \$28.6 million at December 31, 2022, and approximately \$10.2 million and \$9.3 million at December 31, 2021. In addition, the fair value of these derivative contracts, which are subject to a master netting arrangement under certain circumstances, is presented on a gross basis in the Consolidated Balance Sheet.

Below is a summary of valuation techniques for all Level 2 financial assets and liabilities:

- Cross Currency and Interest Rate Swap Agreements — valued using the USD Secured Overnight Financing Rate (“SOFR”) curves and quoted forward foreign exchange prices at the reporting date. The fair value of the assets was \$16.3 million at December 31, 2022 and the fair value of the assets was \$7.4 million at December 31, 2021.
- Foreign exchange derivative assets and liabilities — valued using quoted forward foreign exchange prices at the reporting date. The fair value of assets and liabilities at December 31, 2022 was \$5.3 million and \$20.1 million, respectively. The fair value of assets and liabilities at December 31, 2021 was \$1.9 million and \$7.0 million, respectively.

- Commodity swap agreements — valued using quoted forward commodity prices at the reporting date. The

For more information regarding fair value of the values for our financial assets and liabilities, at December 31, 2022 was \$0.5 million and \$8.6 million, respectively. The fair value see Note 15, Derivative Financial Instruments, to the accompanying consolidated financial statements of the assets and liabilities at December 31, 2021 was \$ this Annual Report on Form 10-K.0.9 million and \$2.3 million, respectively.

Counterparties to the above contracts are highly rated financial institutions, none of which experienced any significant downgrades in 2021 2023 that would reduce the receivable amount owed, if any, to the Company.

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Exhibit 3.5

**CERTIFICATE OF ELIMINATION
OF
SERIES A JUNIOR PARTICIPATING PREFERRED STOCK
OF
HEXCEL CORPORATION**

(Pursuant to Section 151(g) of the General Corporation Law of the State of Delaware)

Hexcel Corporation, a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), in accordance with the provisions of Section 151(g) of the General Corporation Law of the State of Delaware (the "DGCL"), hereby certifies as follows:

FIRST: Pursuant to the authority granted to the Board of Directors of the Corporation (the "Board") pursuant to the Corporation's Restated Certificate of Incorporation (as amended, the "Certificate of Incorporation") and Section 151(g) of the DGCL, the Board previously authorized the issuance of, and established, the designations, powers, preferences and relative and other special rights and the qualifications, limitations and restrictions of 2,000,000 shares of Series A Junior Participating Preferred Stock, without par value (the "Series A Preferred Stock"), as evidenced by the Certificate of Designations of Series A Junior Participating Preferred Stock filed with the Secretary of State of the State of Delaware on April 6, 2020 (the "Certificate of Designation").

SECOND: None of the authorized shares of Series A Preferred Stock are outstanding and none will be issued pursuant to the Certificate of Designation governing such Series A Preferred Stock.

THIRD: The Board has duly adopted the following resolutions approving the elimination of the Series A Preferred Stock, which resolutions remain in full force and effect as of the date hereof

RESOLVED, that none of the authorized shares of the Series A Preferred Stock are outstanding and none will be issued pursuant to the Certificate of Incorporation;

FURTHER RESOLVED, that any executive officer of the Corporation (the "Authorized Officers") be, and each of them hereby is, empowered, authorized and directed, in the name and on behalf of the Corporation, to execute and file a Certificate of Elimination with the Secretary of State of the State of Delaware pursuant to Section 151(g) of the DGCL, substantially in the form provided to the Board, setting forth a copy of these resolutions (the "Certificate of Elimination");

FURTHER RESOLVED, that when the Certificate of Elimination setting forth these resolutions becomes effective, it shall have the effect of eliminating from the Certificate of Incorporation all matters set forth in the Certificate of Designation with respect to the Series A Preferred Stock and all of the shares that were designated as Series A Preferred Stock shall be returned to the status of authorized but unissued shares of preferred stock of the Corporation, without designation as to series; and

FURTHER RESOLVED, that the Authorized Officers be, and each of them individually hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to take all other actions and to execute and deliver such other documents, in addition to those set forth in the foregoing resolutions, as they may deem necessary or advisable in order to effect

the purposes of the foregoing resolutions, and that all such actions heretofore so taken be, and they hereby are, in all respects ratified, confirmed and approved.

FOURTH: Pursuant to the provisions of Section 151(g) of the DGCL, all matters set forth in the Certificate of Designation with respect to the Series A Preferred Stock are hereby eliminated from the Certificate of Incorporation, and the shares that were designated as Series A Preferred Stock are hereby returned to the status of authorized but unissued shares of preferred stock of the Corporation, without designation as to series.

[signature page follows]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Elimination to be signed by its duly authorized officer on this 7th day of February, 2024.

HEXCEL CORPORATION

By: /s/ Gail E. Lehman

Name: Gail E. Lehman

Title: Executive Vice President, General Counsel & Secretary

Exhibit **10.23** 4.6

**PERFORMANCE BASED AWARD DESCRIPTION OF THE SECURITIES OF HEXCEL CORPORATION
REGISTERED PURSUANT TO SECTION 12 OF
THE SECURITIES EXCHANGE ACT OF 1934
Updated as of February 7, 2024**

The following summarizes the terms and provisions of the registered securities of Hexcel Corporation, a Delaware corporation (the "Company"). The Common Stock of the Company (as defined below) is registered under Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The following summary does not purport to be complete and is qualified in its entirety by reference to the Company's Restated Certificate of Incorporation (as amended, the "Certificate of Incorporation") and Amended and Restated Bylaws (the "Bylaws"), which the Company has previously filed with the U.S. Securities and Exchange Commission, and applicable Delaware law.

Authorized Capital

The Company's authorized capital stock consists of 200,000,000 shares of common stock, \$0.01 par value per share (the "Common Stock"), and 20,000,000 shares of preferred stock, no par value (the "Preferred Stock").

Under Delaware law, the stockholders of a corporation are generally not personally liable for a corporation's acts or debts.

Common Stock

Voting Rights

Holders of the Common Stock are entitled to one vote for each share of Common Stock held of record on each matter submitted to a vote of stockholders and to vote on all matters on which a vote of stockholders is taken, except as otherwise provided by statute. There is no cumulative voting with respect to the election of directors. The Company's Bylaws provide for a majority voting standard for the election of directors in uncontested elections, and under this standard, directors are elected by a majority of the votes cast

by holders of the Common Stock. If a nominee who currently is serving as a director is not re-elected, Delaware law provides that the director will continue to serve on the Board of Directors. However, each incumbent director nominee standing for re-election must submit an irrevocable resignation in advance of the stockholder vote regarding the election of directors. The resignation is contingent upon both the director not receiving the required vote for re-election and the Board of Directors' acceptance of the resignation, which the Board of Directors, in its discretion, may reject if it deems such rejection to be in the best interest of the Company. In the case of contested elections (a situation in which the number of nominees exceeds the number of directors to be elected), directors are elected by a plurality of the votes cast by holders of the Common Stock. Except as otherwise required by law, all other matters brought to a vote of the holders of the Common Stock are determined by a majority of the shares of Common Stock present in person or represented by proxy and entitled to vote and, except as may be provided with respect to any other outstanding class or series of the Company's stock, the holders of shares of Common Stock possess the exclusive voting power.

Dividends

Subject to the preferential rights of the holders of any then-outstanding shares of any series of Preferred Stock, the holders of the Common Stock are entitled to receive dividends, if any, as may be declared from time to time by the Board of Directors in its discretion from funds legally available therefor.

Rights and Preferences

Holders of the Common Stock have no preemptive rights or other rights to subscribe for additional shares and no conversion rights. The Common Stock is not subject to redemption or to any sinking fund provisions, and all outstanding shares of Common Stock are fully paid and nonassessable. The rights, preferences and privileges of the holders of the Common Stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of Preferred Stock that the Company may designate and issue in the future.

Upon liquidation, dissolution or winding up of the Company, holders of the Common Stock are entitled to their pro rata share of the assets of the Company legally available for distribution to stockholders after the payment of all of the Company's known debts and liabilities, subject to the preferential rights of the holders of shares of any series of Preferred Stock.

Exchange and Trading Symbol

The Common Stock is listed for trading on the New York Stock Exchange under the trading symbol "HXL."

Preferred Stock

The Company may issue Preferred Stock from time to time upon the approval of the Board of Directors in one or more series without further stockholder approval. The Board of Directors may designate the number of shares to be issued in such series and the rights, preferences, privileges and restrictions granted to, or imposed on, the holders of such shares. If issued, such shares of Preferred Stock could have dividends and liquidation preferences and may otherwise affect the rights of holders of the Common Stock. As of the date hereof, the Company has no outstanding shares of Preferred Stock.

The rights of the holders of the Common Stock will generally be subject to the rights of the holders of any existing outstanding shares of Preferred Stock with respect to dividends, liquidation preferences and other matters.

Anti-Takeover Effects of Provisions of Delaware Law and the Company's Certificate of Incorporation and Bylaws

Section 203 of the Delaware General Corporation Law

The Company is a Delaware corporation and is subject to Section 203 of the Delaware General Corporation Law (the "DGCL"). In general, Section 203 of the DGCL prevents a public Delaware corporation from engaging in any "business combination" (as defined below) with an "interested stockholder" (defined as a person who, together with affiliates and associates, beneficially owns (or within the preceding three years, did beneficially own) 15% or more of a corporation's outstanding voting stock) for a period of three years following the time that such person became an interested stockholder, unless (i) before such person became an interested

stockholder, the board of directors of the corporation approved either the transaction in which the interested stockholder became an interested stockholder or the business combination; (ii) upon consummation of the transaction that resulted in the interested stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced (excluding shares owned by persons who are both officers and directors of the corporation and shares held by certain employee stock plans); or (iii) on or after such time, the business combination is approved by the board of directors and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of the holders of at least 66 2/3% of the outstanding voting stock of the corporation that is not owned by the interested stockholder. A "business combination" generally includes mergers, stock or asset sales involving 10% or more of the market value of the corporation's assets or stock, certain stock transactions and other transactions resulting in a financial benefit to the interested stockholder or an increase in the interested stockholder's proportionate share of any class or series of a corporation.

Certificate of Incorporation and Bylaws

The Company's Certificate of Incorporation and Bylaws include anti-takeover provisions that:

- prohibit stockholders from taking action by written consent and do not permit stockholders to call a special meeting;
- authorize the Board of Directors, without further action by the stockholders, to issue shares of Preferred Stock in one or more series, and with respect to each series, to fix the number of shares constituting that series, and establish the rights and terms of that series;
- establish advance notice procedures for stockholders to submit proposals and nominations of candidates for election to the Board of Directors to be brought before a stockholders meeting, including for director election contests subject to the U.S. Securities and Exchange Commission's universal proxy rules;
- allow the Company's directors to establish the size of the Board of Directors (so long as the Board of Directors consists of at least three and no more than fifteen directors) and fill vacancies on the Board of Directors created by an increase in the number of directors (subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances);
- do not provide stockholders cumulative voting rights with respect to director elections; and
- provide that the Company's Bylaws may be amended by the Board of Directors without stockholder approval, to the extent permitted by law.

Certain provisions of the Company's Certificate of Incorporation and Bylaws may delay or discourage transactions involving an actual or potential change in the Company's control or change in the Company's Board of Directors or management, including transactions in which stockholders might otherwise receive a premium for their shares of Common Stock or transactions that the Company's stockholders might otherwise deem to be in their best interests. Therefore, these provisions could adversely affect the price of the

Common Stock.

In addition, the Bylaws provide that unless the Company consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Company, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer, stockholder, employee or agent of the Company to the Company or the Company's stockholders, (iii) any action asserting a claim against the Company or any director, officer, stockholder, employee or agent of the Company arising out of or relating to any provision of the DGCL or the Certificate of Incorporation or Bylaws, or (iv) any action asserting a claim against the Company or any director, officer, stockholder, employee or agent of the Company governed by the internal affairs doctrine of the State of Delaware; provided,

however, that, in the event that the Court of Chancery of the State of Delaware lacks subject matter jurisdiction over any such action or proceeding, the sole and exclusive forum for such action or proceeding shall be another state or federal court located within the State of Delaware, in each such case, subject to the court having personal jurisdiction over the indispensable parties named as defendants.

Under the Bylaws, to the fullest extent permitted by law, this exclusive forum provision will apply to state and federal law claims, including claims under the Exchange Act, or the Securities Act of 1933, as amended, or the respective rules and regulations promulgated thereunder; provided, however, that the Company's stockholders will not be deemed to have waived the Company's compliance with the federal securities laws and the rules and regulations thereunder. The enforceability of similar choice of forum provisions in other companies' bylaws has been challenged in legal proceedings, and it is possible that, in connection with claims arising under federal securities laws, a court could find the choice of forum provisions contained in the Company's Bylaws to be inapplicable or unenforceable. Although the Company believes this provision benefits the Company by providing increased consistency in the application of Delaware law in the types of lawsuits to which it applies, this provision may have the effect of discouraging lawsuits against the Company's directors and officers.

Authorized and Unissued Shares

The Company's authorized and unissued shares of Common Stock are available for future issuance without stockholder approval except as may otherwise be required by applicable stock exchange rules or Delaware law. The Company may issue additional shares for a variety of purposes, including future offerings to raise additional capital, to fund acquisitions, and as employee, director and consultant compensation. The existence of authorized but unissued shares of Common Stock could render more difficult, or discourage an attempt, to obtain control of the Company by means of a proxy contest, tender offer, merger or otherwise.

The issuance of shares of Preferred Stock by the Company could have certain anti-takeover effects under certain circumstances, and could enable the Board of Directors to render more difficult or discourage an attempt to obtain control of the Company by means of a merger, tender offer, or other business combination transaction directed at the Company by, among other things, placing shares of Preferred Stock with investors who might align themselves with the Board of Directors.

Exhibit 10.18
Executive Form
2024

EMPLOYEE OPTION AGREEMENT

under the

Hexcel Corporation 2013 Incentive Stock Plan

This Performance Based Award Employee Option Agreement (the "Agreement"), is entered into as of the Grant Date, by and between the Optionee and Hexcel Corporation, a Delaware corporation (the "Company"), and the Grantee. .

The Company maintains the Hexcel Corporation 2013 Incentive Stock Plan (the "Plan"). The Compensation Committee (the "Committee") of the Board of Directors of the Company (the "Board") has determined that the Grantee Optionee shall be granted a Performance Based Award ("PBA") an Option (as defined below) upon the terms and subject to the conditions hereinafter contained. Capitalized terms used but not defined herein shall have the meanings meaning assigned to them in the Plan. Plan.

1. Notice of Grant; Acceptance of PBA. A Agreement. Pursuant to the Plan and subject to the terms and conditions set forth herein and therein, the Corporation hereby grants to the Optionee thenumber of Options indicated on the Notice of Grant is attached hereto as Annex A, and which Notice of Grant is incorporated by reference herein. The PBA awarded pursuant to this Agreement may result in the Grantee being awarded up to that number of unrestricted shares of Common Stock equal to the

Maximum Share Award (as defined herein). Grantee Optionee will be deemed to accept the terms and conditions of this Agreement by clicking the "Accept" button on the Award Acceptance screen with regard to this PBA, the Option. By accepting the Agreement, the Grantee Optionee agrees to be bound by the terms of the Plan and this Agreement and further agrees that all of the decisions and determinations of the Committee shall be final and binding.

2. **Incorporation of Plan.** Plan. The Plan is incorporated by reference and made a part of this Agreement, and this Agreement shall be subject to the terms of the Plan, as the Plan may be amended from time to time. The PBA Option granted hereunder herein constitutes an Award within the meaning of the Plan and in the event of any conflict between the terms of the Plan and this Agreement, the terms of the Plan shall govern.

3. **Performance Periods; Award Grant of Unrestricted Shares of Common Stock.**

(a) There is a Long-Term Performance Period (calendar years 2023-2025) under this PBA. The performance measures for Option. Pursuant to the Long-Term Performance Period are Return on Invested Capital or "ROIC" Plan and Relative Earnings Per Share Growth Rate or "Relative EPS Growth Rate." The Grantee shall have subject to the opportunity terms and conditions set forth herein and therein, the Company hereby grants to earn (i) all, a portion or a multiple of one half the Optionee the right and option (the "Option") to purchase shares of the PBA Target Share Award, Company's common stock, \$.01 par value per share (the "Common Stock"), which Option is not intended to qualify as an incentive stock option, as defined in the Notice of Grant, based on the extent to which the Company achieves the Return on Invested Capital Long-Term Performance Measure for the Long-Term Performance Period, and (ii) all, a portion or a multiple of one half Section 422 of the PBA Target Share Award based on Internal Revenue Code of 1986, as amended (the "Code"). Each Option entitles the extent Optionee to which the Company achieves the Relative EPS Growth Rate Long-Term Performance Measure for the Long-Term Performance Period, purchase one share of Common Stock in each case as described in Section 3(b) below and Annex B attached hereto.

(b) (i) With respect to the portion of the PBA Target Share Award allocated to the Return on Invested Capital Long-Term Performance Measure, accordance with, and subject to Section 5, if the terms of, this Agreement, and only if the Threshold Level for the Return on Invested Capital Long-Term Performance Measure is met for the Long-Term Performance Period, and so long as the Grantee is employed by a member of the Hexcel Group at the end of the Long-Term Performance Period, or the Grantee's employment with a member of the Hexcel Group terminates during the Long-Term Performance Period due to the Grantee's Retirement, the Grantee shall, at such time as the aggregate number of PBA Shares shares purchasable is determined, if any, under this Section 3(b)(i), become entitled to receive that number of PBA Shares equal to the number determined in accordance with of Options hereby granted ("Option Shares").

4. **Purchase Price.** The Purchase Price per share of the ROIC Performance Measure Share Award Schedule that appears Option Shares is the Fair Market Value per share of Common Stock as of the Grant Date, and is set forth on Annex B. A.

(ii) With respect 5. **Terms of Option.**

(a) **Expiration Date; Term.** Subject to Section 5(c) below, the Option shall have a term of ten (10) years from the Grant Date and shall terminate at the expiration of that period, unless it is terminated at an earlier date pursuant to the portion provisions of this Agreement and the Plan. The ten-year period from the Grant Date to its tenth anniversary shall constitute the "Term" of the PBA Target Share Award allocated Option.

(b) **Vesting Period; Exercisability.** Subject to Section 5(c) below, the Option shall vest and become exercisable at the rate of 33-1/3% of the Option Shares on each of the first three anniversaries of the Grant Date (each such date a "Vesting Date"). The vesting and exercisability of the Option is cumulative, but shall not exceed 100% of the Option Shares subject to the Relative EPS Growth Rate Long-Term Performance Measure, and subject to Section 5, if and only if Option. If the Threshold Level for the Relative EPS Growth Rate Long-Term Performance Measure is met for the Long-Term Performance Period, and so long as the Grantee is employed by foregoing schedule would produce fractional Option Shares on a member of the Hexcel Group at the end of

the Long-Term Performance Period, or the Grantee's employment with a member of the Hexcel Group terminates during the Long-Term Performance Period due to the Grantee's Retirement, the Grantee shall, at such time as Vesting Date, the number of PBA Option Shares is determined,

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if any, under this Section 3(b)(ii), become entitled to receive that number of PBA Shares equal for which the Option becomes vested and exercisable on such Vesting Date shall be rounded down to the number determined in accordance nearest whole Option Share, with the Relative EPS Growth Rate Long-Term Performance Measure Share Award Schedule portion that appears on Annex B.

(iii) The Committee shall certify the degree of achievement did not become vested and exercisable as provided above, because of the Return rounding down, shall become vested and exercisable on Invested Capital Long-Term Performance Measure and Relative EPS Growth Rate Long-Term Performance Measure at the end third anniversary of the Long-Term Performance Period promptly (but in no event later than 60 days) after Grant Date so that the end entire portion of such Option is vested and exercisable on the third anniversary of the Long-Term Performance Period. Grant Date, provided that the Optionee has not had a termination of employment prior to such date.

4. (c) Termination of Employment; Pro-rata Award Change in Control.

(a) (i) For purposes of the grant hereunder, any transfer of employment by the Grantee Optionee within the Hexcel Group or any other change in employment that does not constitute a "separation from service" within the meaning of Section 1.409A-1(h) of the Treasury Regulations (or any successor provision), shall not be considered a termination of employment by the applicable member of the Hexcel Group. Any change in

(x) If the Optionee's employment that does constitute with a "separation from service" within the meaning of Section 1.409A-1(h) member of the Treasury Regulations (or any successor provision) Hexcel Group is terminated for Cause (as defined in the last Section hereof), the Option, whether or not then vested and exercisable, shall be considered a automatically terminated as of the date of such termination of employment.

(b) Subject to Section 4(c) 5(c)(ii), if the Optionee's employment with a member of the

Hexcel Group shall terminate other than by reason of Retirement (as defined in the last Section hereof), Disability (as defined in the last Section hereof), death or Cause, the Option (to the extent then vested and exercisable) may be exercised at any time within ninety (90) days after such termination (but not beyond the Term of the Option). The Option, to the extent not then vested and exercisable, shall immediately expire upon such termination.

(y) If, while employed by a member of the Hexcel Group, the Optionee dies or is terminated by a member of the Hexcel Group following Disability, the Option shall (I) become fully and immediately vested and exercisable and (II) remain exercisable for one year from the date of termination of employment on account of death or following Disability (but not beyond the Term of the Option).

(z) Subject to Section 5, 5(c)(ii), if during the Long-Term Performance Period, the Grantee's Optionee's employment with a member of the Hexcel Group terminates due by reason of Retirement, (A) the Option shall, if not fully vested and exercisable at the time of such termination, continue to death or Disability, or vest and become exercisable in accordance with Section 5(b) above, and (B) the Grantee's employment with Option shall expire upon the earlier to occur of the five-year anniversary date of such Retirement and the expiration of the Term. If the Optionee dies during the five-year period immediately following the Retirement of the Optionee, the Option shall (I) become fully and immediately vested and exercisable and (II) remain exercisable for the remainder of the five-year period from the date of Retirement (but not beyond the Term of the Option).

(ii) In the event of a member of Change in Control (as defined in the last Section hereof), provided the Optionee has been continuously employed by the Hexcel Group is involuntarily from the Grant Date through the date of such Change in Control or has terminated without Cause or employment prior to the Grantee terminates employment with date of such Change in Control due to Retirement, the Option shall immediately become fully vested and exercisable.

(x) Following a member Change in Control, the post-termination period of exercisability of the Hexcel Group for Good Reason, then the Grantee shall be entitled to receive Option held by an Optionee that number of PBA Shares that the Grantee would have been entitled to receive under Section 3(b) had the Grantee been was not employed by a member of the Hexcel Group at the end as of the Long-Term Performance Period multiplied by a fraction equal to $M/36$, where M is the number date of partial or total months the Grantee is employed by a member of the Hexcel Group during the Long-Term Performance Period.

(c) Subject to Section 5, if, at any time during the Long-Term Performance Period, the Grantee's employment with a member of the Hexcel Group terminates due to the Grantee's Retirement, then, following the completion of the Long-Term Performance Period, the Grantee such Change in Control, shall not be extended, but shall be entitled to receive such number of PBA Shares as determined under set forth in Section 3(b) above without regard to any pro-rata under 5(c)(i)(x), Section 4(b).

(d) If, at any time during the Long-Term Performance Period the Grantee's employment with a member of the Hexcel Group terminates for any reason other than due to death, Disability, Retirement, termination by the Grantee for Good Reason or involuntary termination by a member of the Hexcel Group without Cause, the Grantee shall receive no PBA Shares and this PBA shall be null and void.

(e) The Grantee shall become entitled to receive PBA Shares under Section 4(b) 5(c)(i)(y) or Section 4(c) at the same time 5(c)(i)(z), as the Grantee would have become entitled to receive PBA Shares under Section 3(b) if the Grantee were employed by a member of the Hexcel Group at the end of the Long-Term Performance Period. applicable.

5. Change in Control.

(a) Notwithstanding any other provision of this Agreement, if (y) Following a Change in Control, occurs any time on or after the start post-termination period of exercisability of the Long-Term Performance Period, Option held by an Optionee who was employed by the Hexcel Group as of the date of such Change in Control, but prior to whose employment with the Hexcel Group is terminated within two years following such Change in Control, (A) other than by reason of Retirement, Cause, Disability or death (for which the period of exercisability is set forth in Section 5(c)(i)(x), Section 5(c)(i)(y) or Section 5(c)(i)(z), as applicable) or (B) for Good Reason (as defined in the last day Section hereof) shall in either case be extended and the Option shall remain exercisable for a period of two years from the date of such termination of employment (but not beyond the Term of the Long-Term Performance Period, then the Grantee shall immediately be awarded the PBA Target Share Award, and any dividend equivalents that have been credited to the Grantee pursuant to Section 6(c) Option). Delivery of the PBA Shares pursuant to this Section 5 shall discharge any obligation the Company has or may have to the Grantee under this Agreement in its entirety and the Grantee shall not be entitled to any additional award under this Agreement.

(b) (iii) Notwithstanding anything herein to the contrary, the provisions of the Plan applicable to an event described in Article X(d) of the Plan, which would include a Change in Control, shall apply to the PBA Option and, in such event, the Committee may take such actions as it deemed appropriate pursuant to the Plan, consistent with the requirements of the Applicable Regulations (as defined below). Plan.

6. (d) Transferability of PBA; No Incidents of Ownership; Dividend Equivalents

(a) The PBA may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of, except by will or the laws of descent and distribution. Any attempt to transfer the PBA in contravention of this Section 6(a) is void ab initio. The PBA shall not be subject to execution, attachment or other process.

(b) The Grantee shall not possess any incidents of ownership (including, without limitation, dividend and voting rights) in shares of Common Stock in respect of this PBA unless and until the Grantee becomes the holder of record of the PBA Shares.

(c) Should any dividends be declared and paid with respect to the shares of Common Stock during the period between (I) the Grant Date and (II) the last day of the Long-Term Performance Period, the Company shall credit to a dividend equivalent bookkeeping account (the "Dividend Equivalent Account") the value of the dividends that would have been paid if the underlying PBA Target Share Award at the time of the declaration of the dividend were outstanding shares of Common Stock. At the same time that the corresponding PBA is converted to shares of Common Stock and distributed to the Grantee as set forth in Section 3(b), the Company shall pay to the Grantee a lump sum cash payment equal to the value of the dividends credited to the Grantee's Dividend Equivalent Account that correspond to such PBA Shares; provided, however, that any dividends that were credited to the Grantee's Dividend Equivalent Account that are attributable to PBA Shares that have been forfeited as provided in this Agreement shall be forfeited and not payable to the Grantee. No interest shall accrue on any dividend equivalents credited to the Grantee's Dividend Equivalent Account.

7. Forfeiture of PBA and PBA Shares Option on Certain Conditions. Grantee Optionee hereby acknowledges that the Hexcel Group has given or will give Grantee Optionee access to certain confidential, proprietary or trade secret information, which the Hexcel Group considers extremely valuable and which provides the Hexcel Group with a competitive advantage in the markets in which the Hexcel Group develops or sells its products. The Grantee Optionee further acknowledges that the use of such information by Grantee Optionee other than in furtherance of Grantee's Optionee's job responsibilities with the Hexcel Group would be extremely detrimental to the Hexcel Group and would cause immediate and irreparable harm to the Hexcel Group. In exchange for access to such confidential, proprietary or trade secret information, Grantee Optionee hereby agrees as follows:

(a) (i) Notwithstanding anything to the contrary contained in this Agreement, should the Grantee Optionee breach the "Protective Condition" (as defined in Section 7(b) 5(d)(ii)), then (I) (A) the PBA and any PBA Shares distributed Option, to the Grantee pursuant to this Agreement, extent not previously exercised, shall immediately be forfeited upon such breach, (II) (B) the Grantee Optionee shall immediately deliver to the Company the number of PBA Option Shares previously distributed to the Grantee Optionee during the 180-day period prior to the termination of the Grantee's Optionee's employment with any member of the Hexcel Group and (III) (C) if any PBA Option Shares were sold during the 180-day period immediately prior to such termination of employment in an arms' length transaction or disposed of in any other manner, the Grantee Optionee shall immediately deliver to the Company all proceeds of such arms' length sales and if disposed of otherwise than in an arms' length sale, the Fair Market Value of such PBA Option Shares determined at the time of disposition. The PBA Option Shares and proceeds to be delivered under clauses (II) (B) and (III) (C) may be reduced to reflect (x) the

exercise price paid by the Grantee's Optionee in connection with such Option Shares and (y) the Optionee's liability for taxes payable on such PBA Option Shares and/or and proceeds.

(b) "Protective(ii)" "Protective Condition" shall mean that (I) (A) the Grantee Optionee complies with all terms and provisions of any obligation of confidentiality contained in a written agreement with any member of the Hexcel Group signed by the Grantee, Optionee, or otherwise imposed on Grantee Optionee by applicable law, and (II) (B) during the time Grantee Optionee is employed by any member of the Hexcel Group and for a period of one year following the

termination of the Grantee's Optionee's employment with any member of the Hexcel Group, the Grantee Optionee does not (1) (x) engage, in any capacity, directly or indirectly, including but not limited to as employee, agent, consultant, manager, executive, owner or stockholder (except as a passive investor holding less than a 5% equity interest in any enterprise), in any business enterprise then engaged in competition with the business conducted by the Hexcel Group anywhere in the world; provided, however, that the Grantee Optionee may be employed by a competitor of the Hexcel Group within such one year period so long as the duties and responsibilities of Grantee's Optionee's position with such competitor do not involve the same or substantially similar duties and responsibilities as those performed by the Grantee Optionee for any member of the Hexcel Group in a business segment of the new employer which competes with the business segment(s) with which the Grantee Optionee worked or had supervisory authority over while employed by any member of the Hexcel Group during the twelve (12) months immediately preceding the date on which the Grantee's Optionee's employment terminates, (2) (y) employ or attempt to employ, solicit or attempt to solicit, or negotiate or arrange the employment or engagement with Grantee Optionee or any other Person,

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of any Person who was at the date of termination of the Grantee's Optionee's employment, or within twelve (12) months prior to that date had been, a member of the senior management of any member of the Hexcel Group with whom the Grantee Optionee worked closely or was an employee with whom the Grantee Optionee worked closely or had supervisory authority over during the twelve months immediately preceding the date on which the Grantee's Optionee's employment terminates or (3) (z) disparage any member of the Hexcel Group, any of its respective current or former directors, officers or employees or any of its respective products (notwithstanding the foregoing, to the extent Grantee Optionee is a California based employee, then foregoing clauses (1) (x) and (2) (y) shall not apply).

(c) This paragraph (c) shall apply if the Grantee is an executive officer or officer (as defined in Rule 3b-7 or Rule 3b-2 under the Exchange Act). In accordance with the Company's policy adopted by the Board on the Potential Impact on Compensation from Executive Misconduct, if it is determined, within eighteen (18) full calendar months after the date on which the Grantee became entitled to receive any PBA Shares, that the Grantee engaged in misconduct resulting in the inaccurate reporting of the Company's financial results, and the number of PBA Shares the Grantee became entitled to receive (the "Incorrect Number of Shares") was greater than the number of PBA Shares that would have been awarded, paid or delivered to, or realized by, the Grantee, if calculated based on the accurate reporting of financial results (the "Correct Number of Shares"), then (I) if the Grantee has not yet received the PBA Shares, the number of PBA Shares to which the Grantee shall be entitled shall be immediately reduced from the Incorrect Number of Shares to the Correct Number of Shares, (II) if the Grantee has received the PBA Shares, then the Grantee shall immediately deliver to the Company that number of PBA Shares equal to the difference between the Incorrect Number of Shares and the Correct Number of Shares (the "Forfeited Shares"), and (III) if the Grantee has received the PBA Shares and sold any of the Forfeited Shares in an arms' length transaction or disposed of such shares in any other manner, the Grantee shall immediately deliver to the Company all proceeds from the arms' length sales of such Forfeited Shares and, if disposed of otherwise than in an arms' length sale, the Fair Market Value of such shares determined at the time of disposition. The PBA Shares and proceeds to be delivered under clauses (II) and (III) may be reduced to reflect the Grantee's liability for taxes payable on such PBA Shares and/or proceeds. (iii)

(d) In the event any of Section 7(a), Section 7(b) 5(d)(i) or Section 7(c) 5(d)(ii) is unenforceable in the jurisdiction in which the Grantee Optionee is employed on the date hereof, such section nevertheless shall be enforceable to the full extent permitted by the laws of the jurisdiction any jurisdiction(s) in which the Company shall

have the ability to seek remedies against the Grantee Optionee arising from any activity prohibited by this Section 7.5(d).

(e) (iv) Notwithstanding any other provision in the Plan or this Agreement to the contrary, whenever the Company may be entitled or required by law, Company policy, including, without limitation, any applicable clawback, recoupment or other policies of the Company relating to the PBA Option Shares, or the requirements of an exchange on which the Company's shares are listed for trading, to cause an Award to be forfeited or to recoup compensation received by the Grantee Optionee pursuant to the Plan, including recovery of shares distributed or the proceeds of shares sold or transferred, the Grantee Optionee shall accept such forfeiture and comply with any Company request or demand for recoupment of compensation received. Without limiting the preceding sentence, the PBA granted hereunder shall be subject to the Company's Clawback Policy (CP No. 1.7) or any similar successor policy adopted by the Company.

8. 6. Issuance Method of PBA Shares Exercising Option and Withholding.

(a) Subject to Section 11(e) 6(b) below, any PBA Shares to the Option shall be issued exercised by the delivery by the Optionee to the Grantee under this PBA (i) Company at its principal office (or at such other address as may be established by the Company) of written notice of the number of Option Shares with respect to which the Option is exercised, accompanied by payment in full of the aggregate Purchase Price for such Option Shares. Payment for such Option Shares shall be delivered made (i) in U.S. dollars by personal check, bank draft or money order payable to the Grantee promptly, but order of the Company, or by money transfers or direct account debits to an account designated by the Company; (ii) through the delivery of shares of Common Stock with a Fair Market Value equal to the total payment due from the Optionee; (iii) pursuant to a "cashless exercise" program if such a program is established by the Company; (iv) by the Company withholding shares of Common Stock with a Fair Market Value equal to all or any part of the payment due from the Optionee; or (v) by any combination of the methods described in no (i) through (iv) above.

(b) Notwithstanding anything in this Agreement to the contrary, in the event later than ten days, after the Option has not been exercised on or before the last business day of the Term (the "Automatic Exercise Date"), and the Fair Market Value per share of Common Stock on the Automatic Exercise Date exceeds its Purchase Price per share by U.S. \$0.01 or more, as determined by the Company (or its agent), the vested portion of the Option shall be exercised automatically on the Automatic Exercise Date without further action by the Optionee (or the person or persons to whom this Option is transferred pursuant to a permitted transfer under Section 7 below). The Purchase Price with respect to such time Option shall

be satisfied via the net exercise procedures set forth in Section 6(a)(iv) above and the related tax withholding obligations shall be satisfied via the procedures set forth in Section 6(c) and (d) below. The Optionee specifically agrees and consents to the automatic exercise of the Option as the Grantee becomes entitled to receive such PBA Shares, and (ii) may be issued provided in either certificated form or in uncertificated form (via the Direct Registration System or otherwise) this Section 6(b).

9. (c) Taxes. Upon the distribution exercise of PBA Shares to the Grantee, Option, absent a notification by the Grantee Optionee to the Company (or an agent designated by the Company to administer the Company's stock incentive program) which is received by the Company or its agent at least three business days prior to the date of such distribution, exercise to the effect that the Grantee Optionee will pay to the Company or its Subsidiary by check or wire transfer any taxes income tax, social insurance, social security, payroll tax, national insurance contributions, social contributions, other contributions, payment on account obligations or other amounts ("Withholding Taxes") the Company reasonably determines it or its Subsidiary is required to

withhold, collect or account for under applicable tax laws with respect to such shares, Option exercise, the Company will reduce the shall retain a number of PBA Shares to be distributed to the Grantee shares of Common Stock otherwise deliverable hereunder in connection with such distribution by exercise with a number of PBA Shares Fair Market Value equal to the Withholding Taxes (based on the Fair Market Value of which (as the shares on the date of exercise); provided that in no event shall the value of the date shares retained pursuant to this Section 6(c) exceed the Grantee becomes entitled to receive such shares) is equal to the total amount of Withholding Taxes; provided, however, that, taxes required to be withheld based on the maximum statutory tax rates in the Optionee's applicable taxing jurisdictions. Notwithstanding the preceding sentence, even in the absence of such notification from the Grantee, Optionee, the Committee shall retain the discretion at

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all times to require the Grantee Optionee to pay to the Company or its Subsidiary by check or wire transfer the Withholding Taxes. In the event the Grantee Optionee elects or is required by the Committee, to pay to the Company or its Subsidiary the Withholding Taxes with respect to such shares the Option exercise by check or wire transfer, the Company's Company's obligation to deliver such PBA Shares shares of Common Stock shall be subject to receipt by the Company or its Subsidiary of such payment in available funds. funds by the Optionee of all Withholding Taxes with respect to the Options which are the subject of such exercise. The Company or its Subsidiary shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the Grantee Optionee any federal, state, local or other taxes required to be withheld, collected or accounted for with respect to such payment. If the obligation for Withholding Taxes is satisfied by withholding shares of Common Stock, for tax purposes the Optionee will be deemed to have been distributed the full number of shares of Common Stock to be distributed in connection with the exercise of the Option, notwithstanding that a number of shares are held back solely for purposes of paying the Withholding Taxes.

(d) Regardless of any action the Company or its Subsidiary takes with respect to any such Withholding Taxes, the Optionee acknowledges that the ultimate liability for all Withholding Taxes legally due by the Optionee is and remains the Optionee's responsibility and may exceed the amount actually withheld by the Company or its Subsidiary. The Optionee further acknowledges that the Company and its Subsidiary (i) make no representations or undertakings regarding the treatment of any Withholding Taxes in connection with any aspect of the Option, including the grant, vesting or exercise of the Option and the subsequent sale of any Option Shares acquired at exercise; and (ii) do not commit to structure the terms of the grant or any aspect of the Option to reduce or eliminate the Optionee's liability for Withholding Taxes. Further, if the Optionee has become subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, the Optionee acknowledges that the Company or its Subsidiaries may be required to collect, withhold or account for Withholding Taxes in more than one jurisdiction.

7. Exercise; Transfer. Except as provided in this Section 7, the Option is not transferable, and the Option may be exercised during the Optionee's lifetime only by the Optionee. Upon the death of the Optionee, the Option may be exercised by the Optionee's designated authorized person or permitted transferee, provided that such authorized person or permitted transferee has been designated prior to the Optionee's death. Each such designation shall revoke all prior designations by the Optionee and shall be effective only if given in a form and manner acceptable to the Committee. In the absence of any such effective designation, the Option may be exercised only by the executors or administrators of the Optionee's estate or by any person or persons who shall have acquired such right to exercise by will or by the laws of descent and distribution. No transfer of the Option or the right to exercise the Option, whether by will, the laws of descent and distribution, or to any permitted transferee or authorized person, shall be effective to bind the Company unless the Committee shall have been furnished with (i) written notice thereof and with a copy of the will

and/or such evidence as the Committee may deem necessary to establish the validity of the transfer and (ii) an agreement by the transferee to comply with all the terms and conditions of the Option that are or would have been applicable to the Optionee and to be bound by the acknowledgements made by the Optionee in connection with the grant of the Option. Any attempt to transfer the Option in contravention of this Section 7 is void ab initio. The Option shall not be subject to execution, attachment or other process. Notwithstanding the foregoing, the Optionee and, after the death of the Optionee, the estate or any estate beneficiary of the Optionee, shall be permitted to transfer the Option to members of his or her immediate family (i.e., children, grandchildren or spouse), trusts for the benefit of such family members, and partnerships or other entities whose only partners or other equity owners are such family members; provided, however, that no consideration

can be paid for the transfer of the Option and the transferee of the Option must agree to be subject to all conditions applicable to the Option prior to its transfer.

8. No Rights in Option Shares. The Optionee shall have none of the rights of a stockholder with respect to the Option Shares unless and until shares of Common Stock are issued upon exercise of the Option.

9. Issuance of Shares. Any shares of Common Stock to be issued to the Optionee under this Agreement may be issued in either certificated form, or in uncertificated form (via the Direct Registration System or otherwise).

10. No Guarantee of Employment. Nothing set forth herein or in the Plan shall confer upon the Grantee Optionee any right of continued employment for any period by the Hexcel Group, or shall interfere in any way with the right of the Hexcel Group to terminate such employment.

11. Section 409A.

(a) It is intended that this Agreement comply in all respects with an exemption from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and applicable Treasury Regulations and other generally applicable guidance issued thereunder (collectively, the "Applicable Regulations"), and this Agreement shall be interpreted for all purposes in accordance with this intent.

(b) Notwithstanding any term or provision of this Agreement (including any term or provision of the Plan incorporated in this Agreement by reference), the parties hereto agree that, from time to time, the Company may, without prior notice to or consent of the Grantee, amend this Agreement to the extent determined by the Company, in the exercise of its discretion in good faith, to be necessary or advisable to prevent the inclusion in the Grantee's gross income pursuant to the Applicable Regulations of any compensation intended to be deferred hereunder. The Company shall notify the Grantee as soon as reasonably practicable of any such amendment affecting the Grantee.

(c) In the event that the PBA Option Shares issuable or amounts payable under this Agreement are subject to any taxes, penalties or interest under the Applicable Regulations, the Grantee Optionee shall be solely liable for the payment of any such taxes, penalties or interest. Although the Company intends to administer the Plan and this Agreement to prevent adverse taxation under the Applicable Regulations, the Company does not represent nor warrant that the Plan or this Agreement complies with any provision of federal, state, local or other tax law.

(d) Except as otherwise specifically provided herein, the time for distribution of PBA Shares under this PBA shall not be accelerated or delayed for any reason, unless to the extent necessary to comply with or permitted under the Applicable Regulations.

(e) Notwithstanding any term or provision of this Agreement to the contrary, if the Grantee is a specified employee (as defined in Section 409A(a)(2)(B)(i) of the Code) as of the date of his or her termination of employment, then any PBA Shares issuable or amounts payable to the Grantee under this PBA on account of his or her termination of employment (including without

limitation any dividend equivalents payable to the Grantee pursuant to Section 6(c) if payable on account of his or her termination of employment) shall be paid to the Grantee upon the later of (i) the date such PBA Shares would otherwise be issuable or such amounts would otherwise be payable to the Grantee under this PBA without regard to this Section 11(e) and (ii) the date which is six months following the date of the Grantee's termination of employment. The preceding sentence shall not apply in the event Grantee's termination of employment is due to his or her death. If the Grantee should terminate employment for a reason other than his or her death but subsequently die during the six-month period described in subclause (ii) of the first sentence above, such six-month period shall be deemed to end on the date of the Grantee's death.

12. Notices. Any notice required or permitted under this Agreement shall be deemed given when delivered personally, or when deposited in a United States Post Office, postage prepaid, addressed, as appropriate, to the Grantee at the last address specified in Grantee's employment records, or such other address as the Grantee may designate in writing to the Company, Attention: Corporate Secretary, or such other address as the Company may designate in writing to the Grantee.

13. Failure to Enforce Not a Waiver. The failure of either party hereto to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

14. Governing Law/Jurisdiction/Resolution of Disputes. This Agreement shall be governed by and construed according to the laws of the State of Delaware, USA, without regard to the conflicts of laws provisions thereof. Any disputes arising under or in connection with this Agreement shall be resolved by binding arbitration before three arbitrators constituting an Employment Dispute Tribunal, to be held in the state of Connecticut, USA in accordance with the commercial rules and procedures of the American Arbitration Association. Judgment upon the award rendered by the arbitrator shall be final and subject to appeal only to the extent permitted by law. Each party shall bear such party's own expenses incurred in connection with any arbitration. Anything to the contrary notwithstanding, each party hereto has the right to proceed with a court action for injunctive relief or relief from violations of law not within the jurisdiction of an arbitrator.

13. Notices. Any notice required or permitted under this Agreement shall be deemed given when delivered personally, or when deposited in a United States Post Office, postage prepaid, addressed, as appropriate, to the Optionee at the last address specified in Optionee's employment records, or such other address as the Optionee may designate in writing to the Company, Attention: Corporate Secretary, or such other address as the Company may designate in writing to the Optionee.

14. Failure to Enforce Not a Waiver. The failure of either party hereto to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

15. Miscellaneous. This Agreement cannot be changed or terminated orally. This Agreement and the Plan contain the entire agreement between the parties relating to the subject matter hereof. This Agreement inures to the benefit of, and is binding upon, the Company and its successors-in-interest and its assigns, and the Grantee, Optionee, the Grantee's Optionee's heirs, executors, administrators and legal representatives. The section headings herein are intended for reference only and shall not affect the interpretation hereof.

16. Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

17. Definitions. For purposes of this Agreement:

- (a) "Cause"(I)"Cause" shall have the meaning ascribed to such term in the Executive Severance Agreement or Executive Severance Policy, as applicable;
- (b) "Change(II)"Change in Control" shall have the meaning ascribed to such term in the Executive Severance Agreement or Executive Severance Policy, as applicable;
- (c) "Disability"(III)"Disability" (or becoming "Disabled") shall have the meaning ascribed to such term in the Executive Severance Agreement or Executive Severance Policy, as applicable;
- (d) "Exchange(IV)"Exchange Act" shall mean the U.S. Securities Exchange Act of 1934, as amended;
- (e) "Executive(V)"Executive Severance Agreement" shall mean the Executive Severance Agreement between the Company or its Subsidiary and the Grantee, Optionee, as amended from time to time;
- (f) "Executive(VI)"Executive Severance Policy" shall mean the Executive Severance Policy adopted by the Committee, and which applies to a termination of employment of a Grantee an Optionee who has received an offer letter of employment from the Company or its Subsidiary that expressly extends the provisions of such Policy to such Grantee; Optionee;
- (g) "Good(VII)"Good Reason" shall have the meaning ascribed to such term in the Executive Severance Agreement or Executive Severance Policy, as applicable;
- (h) "Hexcel(VIII)"Hexcel Group" shall mean the Company and its Subsidiaries;
- (j) "Long-Term Performance Measures" shall mean ROIC and Relative EPS Growth Rate each as defined on Annex B attached hereto;
- (k) "Long-Term Performance Period" shall mean the period beginning on January 1, 2023 and ending on December 31, 2025;
- (l) "Maximum Share Award" is the maximum amount of unrestricted shares of Common Stock that can be awarded to the Grantee under this PBA, which is 200% of the PBA Target Share Award, exclusive of any amounts credited as dividend equivalents to Grantee pursuant to Section 6(c);
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- (m) "PBA Shares" shall mean the unrestricted shares of Common Stock that Grantee is entitled to receive under this Agreement pursuant to Section 3, Section 4 or Section 5.
- (n) "PBA Target Share Award" shall mean the number of unrestricted shares of Common Stock set forth on Annex A (which number represents the number of unrestricted shares that can be awarded to the Grantee under this PBA if the Target Level of 100% for each of the Long-Term Performance Measures is achieved as set forth in Annex B);
- (o) "Person"(IX)"Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) of the Exchange Act and shall include "persons acting as a group" within the meaning of Section 1.409A-3(i)(5)(v)(B) of the Treasury Regulations (or any successor provision);
- (p) "Relative Earnings Per Share Growth Rate" or "Relative EPS Growth Rate" is defined on Annex B attached hereto;
- (q) "Retirement"(X)"Retirement" shall mean termination of the Grantee's Optionee's employment with a member of the Hexcel Group, other than by reason of death or Cause, either (A) at or after age 65 or (B) at or after age 55 after five (5) years of employment by the Hexcel Group; and
- (r) "Return on Invested Capital" or "ROIC" is defined on Annex B attached hereto;
- (s) "Subsidiary"(XI)"Subsidiary" shall mean any "subsidiary" of the Company within the meaning of Rule 405 under the Securities Act; Act.
- (t) "Target Level" for each of the Long-Term Performance Measures is defined on Annex B; and
- (u) "Threshold Level" for each of the Long-Term Performance Measures is defined on Annex B.

Annex A
NOTICE OF GRANT

PERFORMANCE BASED AWARD EMPLOYEE STOCK OPTION
HEXCEL CORPORATION 2013 INCENTIVE STOCK PLAN

The following employee of Hexcel Corporation, a Delaware corporation or a Subsidiary, has been granted a Performance Based Award an option to purchase shares of the Common Stock of Hexcel, \$.01 par value, in accordance with the terms of this Notice of Grant and the Employee Option Agreement to which this Notice of Grant is attached.

The terms below shall have the meanings ascribed to them below when used in the Employee Option Agreement.

Grantee	Participant Name
Optionee	
Grant Date	January 30, 2023 29, 2024
Target number Purchase Price	\$
Aggregate Number of unrestricted shares of Common Stock which may be granted as a result of this PBA ("PBA Target Share Award" Shares	Number of Awards Granted
Granted (the "Option Shares")	

IN WITNESS WHEREOF, the parties hereby agree to the terms of this Notice of Grant and the Employee Option Agreement to which this Notice of Grant is attached and execute this Notice of Grant and the Employee Option Agreement as of the Grant Date.

HEXCEL CORPORATION

Grantee Optionee

By: _____
Gail E. Lehman

Executive Vice President, General Counsel and Secretary
Corporate Secretary

Exhibit 10.24 10.19

Executive Form

PERFORMANCE BASED AWARD FY 2024

Non-U.S.

EMPLOYEE OPTION AGREEMENT

under the

Hexcel Corporation 2013 Incentive Stock Plan

This Performance Based Award Employee Option Agreement (the "Agreement"), is entered into as of the Grant Date, by and between the Optionee and Hexcel Corporation, a Delaware corporation (the "Company"), and the Grantee. .

The Company maintains the Hexcel Corporation 2013 Incentive Stock Plan (the "Plan"). The Compensation Committee (the "Committee") of the Board of Directors of the Company (the "Board") has determined that the Grantee Optionee shall be granted a Performance Based Award ("PBA") an Option (as defined below) upon the terms and subject to the conditions hereinafter contained. Capitalized terms used but not defined herein shall have the meanings meaning assigned to them in the Plan.

1. Notice of Grant; Acceptance of PBA. A Agreement. Pursuant to the Plan and subject to the terms and conditions set forth herein and therein, the Corporation hereby grants to the Optionee thenumber of Options indicated on the Notice of Grant is attached hereto as Annex A, and which Notice of Grant is incorporated by reference herein. The PBA awarded pursuant to this Agreement may result in the Grantee being awarded up to that number of unrestricted shares of Common Stock equal to the Maximum Share Award (as defined herein). Grantee Optionee will be deemed to accept the terms and conditions of this Agreement by clicking the "Accept" button on the Award Acceptance screen with regard to this PBA. the Option. By accepting the Agreement, the Grantee Optionee agrees to be bound by the terms of the Plan and this Agreement and further agrees that all of the decisions and determinations of the Committee shall be final and binding.

2. Incorporation of Plan. Plan. The Plan is incorporated by reference and made a part of this Agreement, and this Agreement shall be subject to the terms of the Plan, as the Plan may be amended from time to time. The PBA Option granted hereunder herein constitutes an Award within the meaning of the Plan and in the event of any conflict between the terms of the Plan and this Agreement, the terms of the Plan shall govern.

3. Performance Periods; Award Grant of Unrestricted Shares of Common Stock.

(a) There is a Long-Term Performance Period (calendar years 2023-2025) under this PBA. The performance measures for Option. Pursuant to the Long-Term Performance Period are Return on Invested Capital or "ROIC" Plan and Relative Earnings Per Share Growth Rate or "Relative EPS Growth Rate." The Grantee shall have subject to the opportunity terms and conditions set forth herein and therein, the Company hereby grants to earn (i) all, a portion or a multiple of one half the Optionee the right and option (the "Option") to purchase shares of the PBA Target Share Award, Company's common stock, \$.01 par value per share (the "Common Stock"), which Option is not intended to qualify as an incentive stock option, as defined in the Notice of Grant, based on the extent to which the Company achieves the Return on Invested Capital Long-Term Performance Measure for the Long-Term Performance Period, and (ii) all, a portion or a multiple of one half Section 422 of the PBA Target Share Award based on Internal Revenue Code of 1986, as amended (the "Code"). Each Option entitles the extent Optionee to which the Company achieves the Relative EPS Growth Rate Long-Term Performance Measure for the Long-Term Performance Period, purchase one share of Common Stock in each case as described in Section 3(b) below and Annex B attached hereto.

(b) (i) With respect to the portion of the PBA Target Share Award allocated to the Return on Invested Capital Long-Term Performance Measure, accordance with, and subject to Section 5, if the terms of, this Agreement, and only if the Threshold Level for the Return on Invested Capital Long-Term Performance Measure is met for the Long-Term Performance Period, and so long as the Grantee is employed by a member of the Hexcel Group at the end of the Long-Term Performance Period, or the Grantee's employment with a member of the Hexcel Group terminates during the Long-Term Performance Period due to the Grantee's Retirement, the Grantee shall, at such time as the aggregate number of PBA Shares shares purchasable is determined, if any, under this Section 3(b)(i), become entitled to receive that number of PBA Shares equal to the number determined in accordance with of Options hereby granted ("Option Shares").

4. Purchase Price. The Purchase Price per share of the ROIC Performance Measure Share Award Schedule that appears Option Shares is the Fair Market Value per share of Common Stock as of the Grant Date, and is set forth on Annex B. A.

(ii) With respect 5. Terms of Option.

(a) Expiration Date; Term. Subject to Section 5(c) below, the Option shall have a term of ten (10) years from the Grant Date and shall terminate at the expiration of that period, unless it is terminated at an earlier date pursuant to the portion provisions of this

Agreement and the Plan. The ten-year period from the Grant Date to its tenth anniversary shall constitute the "Term" of the PBA Target Share Award allocated Option.

(b) Vesting Period; Exercisability. Subject to Section 5(c) below, the Option shall vest and become exercisable at the rate of 33-1/3% of the Option Shares on each of the first three anniversaries of the Grant Date (each such date a "Vesting Date"). The vesting and exercisability of the Option is cumulative, but shall not exceed 100% of the Option Shares subject to the Relative EPS Growth Rate Long-Term Performance Measure, and subject to Section 5, if and only if Option. If the Threshold Level for the Relative EPS Growth Rate Long-Term Performance Measure is met for the Long-Term Performance Period, and so long as the Grantee is employed by foregoing schedule would produce fractional Option Shares on a member of the Hexcel Group at the end of the Long-Term Performance Period, or the Grantee's employment with a member of the Hexcel Group terminates during the Long-Term Performance Period due to the Grantee's Retirement, the Grantee shall, at such time as Vesting Date, the number of PBA Option Shares is determined,

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if any, under this Section 3(b)(ii), become entitled to receive that number of PBA Shares equal for which the Option becomes vested and exercisable on such Vesting Date shall be rounded down to the number determined in accordance nearest whole Option Share, with the Relative EPS Growth Rate Long-Term Performance Measure Share Award Schedule portion that appears on Annex B.

(iii) The Committee shall certify the degree of achievement did not become vested and exercisable as provided above, because of the Return rounding down, shall become vested and exercisable on Invested Capital Long-Term Performance Measure and Relative EPS Growth Rate Long-Term Performance Measure at the end third anniversary of the Long-Term Performance Period promptly (but in no event later than 60 days) after Grant Date so that the end entire portion of such Option is vested and exercisable on the third anniversary of the Long-Term Performance Period. Grant Date, provided that the Optionee has not had a termination of employment prior to such date.

4. (c) Termination of Employment; Pro-rata Award Change in Control.

(a)(i) For purposes of the grant hereunder, any transfer of employment by the Grantee Optionee within the Hexcel Group or any other change in employment that does not constitute a "separation from service" within the meaning of Section 1.409A-1(h) of the Treasury Regulations (or any successor provision), shall not be considered a termination of employment by the applicable member of the Hexcel Group. Any change in

(x) If the Optionee's employment that does constitute with a "separation from service" within the meaning of Section 1.409A-1(h) member of the Treasury Regulations (or any successor provision) Hexcel Group is terminated for Cause (as defined in the last Section hereof), the Option, whether or not then vested and exercisable, shall be considered a automatically terminated as of the date of such termination of employment.

(b) Subject to Section 4(c) 5(c)(ii), if the Optionee's employment with a member of the Hexcel Group shall terminate other than

by reason of Retirement (as defined in the last Section hereof), Disability (as defined in the last Section hereof), death or Cause, the Option (to the extent then vested and exercisable) may be exercised at any time within ninety (90) days after such termination (but not beyond the Term of the Option). The Option, to the extent not then vested and exercisable, shall immediately expire upon such termination.

(y) If, while employed by a member of the Hexcel Group, the Optionee dies or is terminated by a member of the Hexcel Group following Disability, the Option shall (I) become fully and immediately vested and exercisable and (II) remain exercisable for one year from the date of termination of employment on account of death or following Disability (but not beyond the Term of the Option).

(z) Subject to Section 5, 5(c)(ii), if during the Long-Term Performance Period, the Grantee's Optionee's employment with a member of the Hexcel Group terminates due by reason of Retirement, (A) the Option shall, if not fully vested and exercisable at the time of such termination, continue to death or Disability, or vest and become exercisable in accordance with Section 5(b) above, and (B) the Grantee's employment with Option shall expire upon the earlier to occur of the five-year anniversary date of such Retirement and the expiration of the Term. If the Optionee dies during the five-year period immediately following the Retirement of the Optionee, the Option shall (I) become fully and immediately vested and exercisable and (II) remain exercisable for the remainder of the five-year period from the date of Retirement (but not beyond the Term of the Option).

(ii) In the event of a member Change in Control (as defined in the last Section hereof), provided the Optionee has been continuously employed by the Hexcel Group is involuntarily from the Grant Date through the date of such Change in Control or has terminated without Cause or employment prior to the Grantee terminates employment with date of such Change in Control due to Retirement, the Option shall immediately become fully vested and exercisable.

(x) Following a member Change in Control, the post-termination period of exercisability of the Hexcel Group for Good Reason, then the Grantee shall be entitled to receive Option held by an Optionee that number of PBA Shares that the Grantee would have been entitled to receive under Section 3(b) had the Grantee been was not employed by a member of the Hexcel Group at the end as of the Long-Term Performance Period multiplied by a fraction equal to $M/36$, where M is the number date of partial or total months the Grantee is employed by a member of the Hexcel Group during the Long-Term Performance Period.

(c) Subject to Section 5, if, at any time during the Long Term Performance Period, the Grantee's employment with a member of the Hexcel Group terminates due to the Grantee's Retirement, then, following the completion of the Long-Term Performance Period, the Grantee such Change in Control, shall not be extended, but shall be entitled to receive such number of PBA Shares as determined under set forth in Section 3(b) above without regard to any pro-ratio under 5(c)(i)(x), Section 4(b).

(d) If, at any time during the Long-Term Performance Period the Grantee's employment with a member of the Hexcel Group terminates for any reason other than due to death, Disability, Retirement, termination by the Grantee for Good Reason or involuntary termination by a member of the Hexcel Group without Cause, the Grantee shall receive no PBA Shares and this PBA shall be null and void.

(e) The Grantee shall become entitled to receive PBA Shares under Section 4(b) 5(c)(i)(y) or Section 4(c) at the same time 5(c)(i)(z), as the Grantee would have become entitled to receive PBA Shares under Section 3(b) if the Grantee were employed by a member of the Hexcel Group at the end of the Long-Term Performance Period. applicable.

5. Change in Control.

(a) Notwithstanding any other provision of this Agreement, if (y) Following a Change in Control, occurs any time on or after the start post-termination period of exercisability of the Long-Term Performance Period, Option held by an Optionee who was employed by the Hexcel Group as of the date of such Change in Control, but prior to whose employment with the Hexcel Group is terminated within two years following such Change in Control, (A) other than by reason of Retirement, Cause, Disability or death (for which the period of exercisability is set forth in Section 5(c)(i)(x), Section 5(c)(i)(y) or Section 5(c)(i)(z), as applicable) or (B) for Good Reason (as defined in the last day Section hereof) shall in either case be extended and the Option shall remain exercisable for a period of two years from the date of such termination of employment (but not beyond the Term of the Long-Term Performance Period, then the Grantee shall immediately be awarded the PBA Target Share Award, and any dividend equivalents that have been credited to the Grantee pursuant to Section 6(c) Option). Delivery of the PBA Shares pursuant to this Section 5 shall discharge any obligation the Company has or may have to the Grantee under this Agreement in its entirety and the Grantee shall not be entitled to any additional award under this Agreement.

(b)(iii) Notwithstanding anything herein to the contrary, the provisions of the Plan applicable to an event described in Article X(d) of the Plan, which would include a Change in Control, shall apply to the PBA Option and, in such event, the Committee may

take such actions as it deemed appropriate pursuant to the Plan, consistent with the requirements of the Applicable Regulations (as defined below).

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6. Transferability of PBA; No Incidents of Ownership; Dividend Equivalents Plan.

(a) The PBA may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of, except by will or the laws of descent and distribution. Any attempt to transfer the PBA in contravention of this Section 6(a) is void ab initio. The PBA shall not be subject to execution, attachment or other process.

(b) The Grantee shall not possess any incidents of ownership (including, without limitation, dividend and voting rights) in shares of Common Stock in respect of this PBA unless and until the Grantee becomes the holder of record of the PBA Shares.

(c) Should any dividends be declared and paid with respect to the shares of Common Stock during the period between (I) the Grant Date and (II) the last day of the Long-Term Performance Period, the Company shall credit to a dividend equivalent bookkeeping account (the "Dividend Equivalent Account") the value of the dividends that would have been paid if the underlying PBA Target Share Award at the time of the declaration of the dividend were outstanding shares of Common Stock. At the same time that the corresponding PBA is converted to shares of Common Stock and distributed to the Grantee as set forth in Section 3(b), the Company shall pay to the Grantee a lump sum cash payment equal to the value of the dividends credited to the Grantee's Dividend Equivalent Account that correspond to such PBA Shares; provided, however, that any dividends that were credited to the Grantee's Dividend Equivalent Account that are attributable to PBA Shares that have been forfeited as provided in this Agreement shall be forfeited and not payable to the Grantee. No interest shall accrue on any dividend equivalents credited to the Grantee's Dividend Equivalent Account.

7. (d) Forfeiture of PBA and PBA Shares Option on Certain Conditions. Grantee Conditions. Optionee hereby acknowledges that the Hexcel Group has given or will give Grantee Optionee access to certain confidential, proprietary or trade secret information, which the Hexcel Group considers extremely valuable and which provides the Hexcel Group with a competitive advantage in the markets in which the Hexcel Group develops or sells its products. The Grantee Optionee further acknowledges that the use of such information by Grantee Optionee other than in furtherance of Grantee's Optionee's job responsibilities with the Hexcel Group would be extremely detrimental to the Hexcel Group and would cause immediate and irreparable harm to the Hexcel Group. In exchange for access to such confidential, proprietary or trade secret information, Grantee Optionee hereby agrees as follows:

(a) (i) Notwithstanding anything to the contrary contained in this Agreement, should the Grantee Optionee breach the "Protective Condition" (as defined in Section 7(b) 5(d)(ii)), then (I) (A) the PBA and any PBA Shares distributed Option, to the Grantee pursuant to this Agreement, extent not previously exercised, shall immediately be forfeited upon such breach, (II) (B) the Grantee Optionee shall immediately deliver to the Company the number of PBA Option Shares previously distributed to the Grantee Optionee during the 180-day period prior to the termination of the Grantee's Optionee's employment with any member of the Hexcel Group and (III) (C) if any PBA Option Shares were sold during the 180-day period immediately prior to such termination of employment in an arms' length transaction or disposed of in any other manner, the Grantee Optionee shall immediately deliver to the Company all proceeds of such arms' length sales and if disposed of otherwise than in an arms' length sale, the Fair Market Value of such PBA Option Shares determined at the time of disposition. The PBA Option Shares and proceeds to be delivered under clauses (II) (B) and (III) (C) may be reduced to reflect (x) the Grantee's exercise price paid by the Optionee in connection with such Option Shares and (y) the Optionee's liability for taxes payable on such PBA Option Shares and/or and proceeds.

(b) (ii) "Protective Condition" shall mean that (I) (A) the Grantee Optionee complies with all terms and provisions of any obligation of confidentiality contained in a written agreement with any member of the Hexcel Group signed by the

Grantee, Optionee, or otherwise imposed on Grantee Optionee by applicable law, and (II) (B) during the time Grantee Optionee is employed by any member of the Hexcel Group and for a period of one year following the termination of the Grantee's Optionee's employment with any member of the Hexcel Group, the Grantee Optionee does not (1) (x) engage, in any capacity, directly or indirectly, including but not limited to as employee, agent, consultant, manager, executive, owner or stockholder (except as a passive investor holding less than a 5% equity interest in any enterprise), in any business enterprise then engaged in competition with the business conducted by the Hexcel Group anywhere in the world; provided, however, that the Grantee Optionee may be employed by a competitor of the Hexcel Group within such one year period so long as the duties and responsibilities

of Grantee's Optionee's position with such competitor do not involve the same or substantially similar duties and responsibilities as those performed by the Grantee Optionee for any member of the Hexcel Group in a business segment of the new employer which competes with the business segment(s) with which the Grantee Optionee worked or had supervisory authority over while employed by any member of the Hexcel Group during the twelve (12) months immediately preceding the date on which the Grantee's Optionee's employment terminates, (2) (y) employ or attempt to employ,

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solicit or attempt to solicit, or negotiate or arrange the employment or engagement with Grantee Optionee or any other Person, of any Person who was at the date of termination of the Grantee's Optionee's employment, or within twelve (12) months prior to that date had been, a member of the senior management of any member of the Hexcel Group with whom the Grantee Optionee worked closely or was an employee with whom the Grantee Optionee worked closely or had supervisory authority over during the twelve months immediately preceding the date on which the Grantee's Optionee's employment terminates or (3) (z) disparage any member of the Hexcel Group, any of its respective current or former directors, officers or employees or any of its respective products.

(c) This paragraph (c) shall apply if the Grantee is an executive officer or officer (as defined in Rule 3b-7 or Rule 3b-2 under the Exchange Act). In accordance with the Company's policy adopted by the Board on the Potential Impact on Compensation from Executive Misconduct, if it is determined, within eighteen (18) full calendar months after the date on which the Grantee became entitled to receive any PBA Shares, that the Grantee engaged in misconduct resulting in the inaccurate reporting of the Company's financial results, and the number of PBA Shares the Grantee became entitled to receive (the "Incorrect Number of Shares") was greater than the number of PBA Shares that would have been awarded, paid or delivered to, or realized by, the Grantee, if calculated based on the accurate reporting of financial results (the "Correct Number of Shares"), then (I) if the Grantee has not yet received the PBA Shares, the number of PBA Shares to which the Grantee shall be entitled shall be immediately reduced from the Incorrect Number of Shares to the Correct Number of Shares, (II) if the Grantee has received the PBA Shares, then the Grantee shall immediately deliver to the Company that number of PBA Shares equal to the difference between the Incorrect Number of Shares and the Correct Number of Shares (the "Forfeited Shares"), and (III) if the Grantee has received the PBA Shares and sold any of the Forfeited Shares in an arms' length transaction or disposed of such shares in any other manner, the Grantee shall immediately deliver to the Company all proceeds from the arms' length sales of such Forfeited Shares and, if disposed of otherwise than in an arms' length sale, the Fair Market Value of such shares determined at the time of disposition. The PBA Shares and proceeds to be delivered under clauses (II) and (III) may be reduced to reflect the Grantee's liability for taxes payable on such PBA Shares and/or proceeds.

(d) (iii) In the event any of Section 7(a), Section 7(b) 5(d)(i) or Section 7(c) 5(d)(ii) is unenforceable in the jurisdiction in which the Grantee Optionee is employed on the date hereof, such section nevertheless shall be enforceable to the full extent permitted by the laws of the jurisdiction any jurisdiction(s) in which the Company shall have the ability to seek remedies against the Grantee Optionee arising from any activity prohibited by this Section 7. 5(d).

(e) (iv) Notwithstanding any other provision in the Plan or this Agreement to the contrary, whenever the Company may be entitled or required by law, Company policy, including, without limitation, any applicable clawback, recoupment or other policies of the Company relating to the PBA Option Shares, or the requirements of an exchange on which the Company's shares are listed for trading, to cause an Award to be forfeited or to recoup compensation received by the Grantee Optionee pursuant to the Plan, including recovery of shares distributed or the proceeds of shares sold or transferred, the Grantee Optionee shall accept such forfeiture and comply with any Company request or demand for recoupment of compensation received. Without limiting the preceding sentence, the PBA granted hereunder shall be subject to the Company's Clawback Policy (CP No. 1.7) or any similar successor policy adopted by the Company.

8. Issuance 6. Method of PBA Shares, Exercising Option and Withholding.

(a) Subject to Section 14(e) 6(b) below, any PBA Shares to the Option shall be issued exercised by the delivery by the Optionee to the Grantee under this PBA (i) Company at its principal office (or at such other address as may be established by the Company) of written notice of the number of Option Shares with respect to which the Option is exercised, accompanied by payment in full of the aggregate Purchase Price for such Option Shares. Payment for such Option Shares shall be delivered made (i) in U.S. dollars by personal check, bank draft or money order payable to the Grantee promptly, but order of the Company, or by money transfers or direct account debits to an account designated by the Company; (ii) through the delivery of shares of Common Stock with a Fair Market Value equal to the total payment due from the Optionee; (iii) pursuant to a "cashless exercise" program if such a program is established by the Company; (iv) by the Company withholding shares of Common Stock with a Fair Market Value equal to all or any part of the payment due from the Optionee; or (v) by any combination of the methods described in no (i) through (iv) above.

(b) Notwithstanding anything in this Agreement to the contrary, in the event later than ten days, after the Option has not been exercised on or before the last business day of the Term (the "Automatic Exercise Date"), and the Fair Market Value per share of Common Stock on the Automatic Exercise Date exceeds its Purchase Price per share by U.S. \$0.01 or more, as determined by the Company (or its agent), the vested portion of the Option shall be exercised automatically on the Automatic Exercise Date without further action by the Optionee (or the person or persons to whom this Option is transferred pursuant to a permitted transfer under Section 7 below). The Purchase Price with respect to such time Option shall be satisfied via the net exercise procedures set forth in Section 6(a)(iv) above and the related tax withholding obligations shall be satisfied via the procedures set forth in Section 6(c) and (d) below. The Optionee specifically agrees and consents to the automatic exercise of the Option as the Grantee becomes entitled to receive such PBA Shares, and (ii) may be issued provided in either certificated form or in uncertificated form (via the Direct Registration System or otherwise) this Section 6(b).

9. Taxes.

(a) (c) Upon the distribution exercise of PBA Shares to the Grantee, Option, absent a notification by the Grantee Optionee to the Company (or an agent designated by the Company to administer the Company's stock incentive program) which is received by the Company or its agent at least three business days prior to the date of such distribution, exercise to the effect that the Grantee Optionee will pay to the Company or its Subsidiary by check or wire transfer any income tax, social insurance, social security, payroll tax, national insurance contributions, social contributions, other contributions, payment on account obligations or other amounts ("Withholding Taxes") the Company reasonably determines it or its Subsidiary is required to withhold, collect or account for under applicable laws with respect to such shares, Option exercise, the Company will reduce the

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shall retain a number of PBA Shares to be distributed to the Grantee shares of Common Stock otherwise deliverable hereunder in connection with such distribution by exercise with a number of PBA Shares Fair Market Value equal to the Withholding Taxes (based on the Fair Market Value of which (as the shares on the date of exercise); provided that in no event shall the value of the

date shares retained pursuant to this Section 6(c) exceed the Grantee becomes entitled to receive such shares) is equal to the total amount of Withholding Taxes; provided, however, that, taxes required to be withheld based on the maximum statutory tax rates in the Optionee's applicable taxing jurisdictions. Notwithstanding the preceding sentence, even in the absence of such notification from the Grantee, Optionee, the Committee shall retain the discretion at all times to require the Grantee Optionee to pay to the Company or its Subsidiary by check or wire transfer the Withholding Taxes. In the event the Grantee Optionee elects or is required by the Committee, to pay to the Company or its Subsidiary the Withholding Taxes with respect to such shares the Option exercise by check or wire transfer, the Company's Company's obligation to deliver such PBA Shares shares of Common Stock shall be subject to receipt by the Company or its Subsidiary of such payment in available funds, funds by the Optionee of all Withholding Taxes with respect to the Options which are the subject of such exercise. The Company or its Subsidiary shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the Grantee Optionee any federal, state, local or other taxes required to be withheld, collected or accounted for with respect to such payment. If the obligation for Withholding Taxes is satisfied by withholding PBA Shares, shares of Common Stock, for tax purposes the Grantee Optionee will be deemed to have been issued distributed the full number of PBA Shares under shares of Common Stock to be distributed in connection with the PBA, exercise of the Option, notwithstanding that a number of PBA Shares shares are held back solely for purposes of paying the Withholding Taxes.

(b) (d) Regardless of any action the Company or its Subsidiary takes with respect to any such Withholding Taxes, the Grantee Optionee acknowledges that the ultimate liability for all Withholding Taxes legally due by the Grantee Optionee is and remains the Grantee's Optionee's responsibility and may exceed the amount actually withheld by the Company or its Subsidiary. The Grantee Optionee further acknowledges that the Company and its Subsidiary (i) make no representations or undertakings regarding the treatment of any Withholding Taxes in connection with any aspect of the PBA, Option, including the grant, vesting or settlement exercise of the PBA Option and the subsequent sale of any PBA Option Shares acquired at settlement; exercise; and (ii) do not commit to structure the terms of the grant or any aspect of the PBA Option to reduce or eliminate the Grantee's Optionee's liability for Withholding Taxes. Further, if the Grantee Optionee has become subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, the Grantee Optionee acknowledges that the Company or its Subsidiaries may be required to collect, withhold or account for Withholding Taxes in more than one jurisdiction.

7. Exercise; Transfer. Except as provided in this Section 7, the Option is not transferable, and the Option may be exercised during the Optionee's lifetime only by the Optionee. Upon the death of the Optionee, the Option may be exercised by the Optionee's designated authorized person or permitted transferee, provided that such authorized person or permitted transferee has been designated prior to the Optionee's death. Each such designation shall revoke all prior designations by the Optionee and shall be effective only if given in a form and manner acceptable to the Committee. In the absence of any such effective designation, the Option may be exercised only by the executors or administrators of the Optionee's estate or by any person or persons who shall have acquired such right to exercise by will or by the laws of descent and distribution. No transfer of the Option or the right to exercise the Option, whether by will, the laws of descent and distribution, or to any permitted transferee or authorized person, shall be effective to bind the Company unless the Committee shall have been furnished with (i) written notice thereof and with a copy of the will and/or such evidence as the Committee may deem necessary to establish the validity of the transfer and (ii) an agreement by the transferee to comply with all the terms and conditions of the Option that are or would have been applicable to the Optionee and to be bound by the acknowledgements made by the Optionee in connection with the grant of the Option. Any attempt to transfer the Option in contravention of this Section 7 is void ab initio. The Option shall not be subject to execution, attachment or other process.

8. No Rights in Option Shares. The Optionee shall have none of the rights of a stockholder with respect to the Option Shares unless and until shares of Common Stock are issued upon exercise of the Option.

9. Issuance of Shares. Any shares of Common Stock to be issued to the Optionee under this Agreement may be issued in either certificated form, or in uncertificated form (via the Direct Registration System or otherwise).

10. No Guarantee of Employment. Nothing set forth herein or in the Plan shall confer upon the Grantee Optionee any right of continued employment for any period by the Hexcel Group, or shall interfere in any way with the right of the Hexcel Group to terminate such employment.

11. No Entitlement or Claims for Compensation. In connection with the acceptance of accepting the grant of the PBA under this Agreement, Option, the Grantee Optionee acknowledges the following:

(a) The Plan is established voluntarily by the Company, the grant of performance based awards options under the Plan is made at the discretion of the Committee and the Plan may be modified, amended, suspended or terminated by the Company at any time.

(b) The grant of the PBA Option is voluntary and occasional and does not create any contractual or other right to receive future grants of performance based awards, options, or benefits in lieu of performance based awards, options, even if performance based awards options have been granted repeatedly in the past.

(c) All decisions with respect to future option grants, of performance based awards, if any, will be at the sole discretion of the Committee.

(d) The Grantee Optionee is voluntarily participating in the Plan.

(e) This grant of the PBA Option and any PBA Shares shares of Common Stock acquired under the Plan in connection with the PBA Option are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company or any Subsidiary and which are outside the scope of the Grantee's Optionee's employment contract, if any.

(f) This grant of the PBA Option and any shares of Common Stock acquired under the Plan and their value are not to be considered part of the Grantee's Optionee's normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, payment in lieu of notice, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

(g) This grant of the PBA and any PBA Shares acquired under the Plan in connection with the PBA are not intended to replace any pension rights or compensation.

(h) The future value of PBA the Option Shares is unknown and cannot be predicted with certainty. If the Grantee vests Option Shares do not increase in value, the PBA Option will have no value. If the Optionee exercises the Option and receives PBA obtains Option Shares, the value of the acquired shares those Option Shares obtained upon exercise may increase or decrease. decrease in value, even below the purchase price. The Grantee Optionee acknowledges and agrees that neither the Company nor any Subsidiary shall be liable for any foreign exchange rate fluctuation between the Grantee's Optionee's local currency and the United States Dollar that may affect the value of the PBA Option or of any amounts received by due to the

Grantee Optionee pursuant to the PBA exercise of the Option or the subsequent sale of any PBA Option Shares acquired in connection with the PBA. purchased upon exercise.

(i) (h) The Grantee Optionee shall have no rights, claim or entitlement to compensation or damages as a result of the Grantee's termination Optionee's cessation of employment or service for any reason whatsoever, whether or not in breach of contract or local labor law, insofar as these rights, claim or entitlement arise or may arise from the Grantee's Optionee ceasing to have rights under or be entitled to the PBA exercise this Option as a result of such termination cessation or loss or diminution in value of the PBA this Option or any of the PBA Option Shares received in connection with purchased through exercise of the PBA Option as a result of such termination, cessation, and the Grantee Optionee irrevocably releases release the Optionee's employer, the Company and its Subsidiaries, as applicable, from any such rights, entitlement or claim that may arise. If, notwithstanding the foregoing, any such right or claim is found by a court of competent jurisdiction to have arisen, then, by accepting this Agreement, the Grantee Optionee shall be deemed to have irrevocably waived the Grantee's his or her entitlement to pursue such rights or claim.

12. ~~Data Privacy.~~ Privacy.

(a) The Grantee Optionee hereby acknowledges and understands that the Grantee's Optionee's personal data is collected, retained, used, processed, disclosed and transferred, in electronic or other form, as described in this Agreement by and among, as applicable, the Grantee's Optionee's employer, the Company and its Subsidiaries, and third parties assisting in the implementation, administration and management of the Plan for the exclusive purpose of implementing, administering and managing the Grantee's Optionee's participation in the Plan.

(b) The Grantee Optionee understands that the Grantee's Optionee's employer, the Company and its Subsidiaries hold certain personal information about the Grantee Optionee regarding the Grantee's Optionee's employment, the nature and amount of the Grantee's Optionee's compensation and the fact and conditions of the Grantee's Optionee's participation in the Plan, including, but not limited to, the Grantee's Optionee's name, home address, telephone number and e-mail address, date of birth, social insurance number or other identification number, salary, nationality, job title, any equity or directorships held in the Company or its Subsidiaries, and details of all performance based awards stock units or any other entitlement to equity awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's Optionee's favor, in connection with the implementation, management and administration of the Plan (the "Data").

(c) The Grantee Optionee understands that the Data may be transferred to the Company, its Subsidiaries and any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Grantee's Optionee's country, or elsewhere, and that the recipient's country may have a lower standard of data privacy rights and protections than the Grantee's Optionee's country of residence. The Grantee Optionee understands that the Grantee Optionee may request a list with the names and addresses of any recipients of the Data by contacting the Grantee's Optionee's local human resources representative. The Grantee Optionee understands that the recipients receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's Optionee's participation in the Plan, including transfers of such Data to a broker or other third party. The Grantee Optionee understands that the Data will be held only as long as is necessary to implement, administer and manage the Grantee's Optionee's participation in the Plan in accordance with applicable law. The Grantee Optionee understands that the Grantee Optionee may, at any time, request

to access or be provided the Data, request additional information about the storage and processing of the Data, require any corrections or amendments to the Data, in any case without cost and to the extent permitted by law, by contacting in writing the Grantee's Optionee's local human resources representative. The Grantee Optionee may also refuse or withdraw the consents in the Agreement; the Grantee Optionee understands, however, that not providing or withdrawing consent to the processing of his/her Data may affect the Grantee's Optionee's ability to participate in the Plan. For more information on the processing of his or her Data and other personal data, the Grantee Optionee is referred to the Privacy Notice made available provided to him/her by his/her employer.

13. Country Specific Terms. Notwithstanding anything to the contrary herein, the PBA Option shall be subject to the Country-Specific Terms attached hereto as an Addendum to this Agreement. In addition, if the Grantee Optionee relocates to one of the countries included in the Country-Specific Terms, the special terms and conditions for such country

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will apply to the Grantee Optionee to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. The Country-Specific Terms constitute part of this Agreement and are incorporated herein by reference.

14. Section 409A.

(a) It is intended that this Agreement comply in all respects with an exemption from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and applicable Treasury Regulations and other generally applicable guidance issued thereunder (collectively, the "Applicable Regulations"), and this Agreement shall be interpreted for all purposes in accordance with this intent.

(b) Notwithstanding any term or provision of this Agreement (including any term or provision of the Plan incorporated in this Agreement by reference), the parties hereto agree that, from time to time, the Company may, without prior notice to or consent of the Grantee, amend this Agreement to the extent determined by the Company, in the exercise of its discretion in good faith, to be necessary or advisable to prevent the inclusion in the Grantee's gross income pursuant to the Applicable Regulations of any compensation intended to be deferred hereunder. The Company shall notify the Grantee as soon as reasonably practicable of any such amendment affecting the Grantee.

(c) In the event that the PBA Option Shares issuable or amounts payable under this Agreement are subject to any taxes, penalties or interest under the Applicable Regulations, the Grantee Optionee shall be solely liable for the payment of any such taxes, penalties or interest. Although the Company intends to administer the Plan and this Agreement to prevent adverse taxation under the Applicable Regulations, the Company does not represent nor warrant that the Plan or this Agreement complies with any provision of federal, state, local or other tax law.

(d) Except as otherwise specifically provided herein, the time for distribution of PBA Shares under this PBA shall not be accelerated or delayed for any reason, unless to the extent necessary to comply with or permitted under the Applicable Regulations.

(e) Notwithstanding any term or provision of this Agreement to the contrary, if the Grantee is a specified employee (as defined in Section 409A(a)(2)(B)(i) of the Code) as of the date of his or her termination of employment, then any PBA Shares issuable or amounts payable to the Grantee under this PBA on account of his or her termination of employment (including without limitation any dividend equivalents payable to the Grantee pursuant to Section 6(c) if payable on account of his or her termination of employment) shall be paid to the Grantee upon the later of (i) the date such PBA Shares would otherwise be issuable or such

amounts would otherwise be payable to the Grantee under this PBA without regard to this Section 14(e) and (ii) the date which is six months following the date of the Grantee's termination of employment. The preceding sentence shall not apply in the event Grantee's termination of employment is due to his or her death. If the Grantee should terminate employment for a reason other than his or her death but subsequently die during the six-month period described in subclause (ii) of the first sentence above, such six-month period shall be deemed to end on the date of the Grantee's death.

15. **Notices.** Any notice required or permitted under this Agreement shall be deemed given when delivered personally, or when deposited in a United States Post Office, postage prepaid, addressed, as appropriate, to the Grantee at the last address specified in Grantee's employment records, or such other address as the Grantee may designate in writing to the Company, Attention: Corporate Secretary, or such other address as the Company may designate in writing to the Grantee.

16. **Failure to Enforce Not a Waiver.** The failure of either party hereto to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

17. **Governing Law/Jurisdiction/Resolution of Disputes.** **Disputes.** This Agreement shall be governed by and construed according to the laws of the State of Delaware, USA, without regard to the conflicts of laws provisions thereof. Any disputes arising under or in

connection with this Agreement shall be resolved by binding arbitration before three arbitrators constituting an Employment Dispute Tribunal, to be held in the state of Connecticut, USA in accordance with the commercial rules and procedures of the American Arbitration Association. Judgment upon the award rendered by the arbitrator shall be final and subject to appeal only to the extent permitted by law. Each party shall bear such party's own expenses incurred in connection with any arbitration. Anything to the contrary

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notwithstanding, each party hereto has the right to proceed with a court action for injunctive relief or relief from violations of law not within the jurisdiction of an arbitrator.

16. **Notices.** Any notice required or permitted under this Agreement shall be deemed given when delivered personally, or when deposited in a United States Post Office, postage prepaid, addressed, as appropriate, to the Optionee at the last address specified in Optionee's employment records, or such other address as the Optionee may designate in writing to the Company, Attention: Corporate Secretary, or such other address as the Company may designate in writing to the Optionee.

17. **Failure to Enforce Not a Waiver.** The failure of either party hereto to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

18. **Miscellaneous.** **Miscellaneous.** This Agreement cannot be changed or terminated orally. This Agreement and the Plan contain the entire agreement between the parties relating to the subject matter hereof. This Agreement inures to the benefit of, and is binding upon, the Company and its successors-in-interest and its assigns, and the Grantee, Optionee, the Grantee's Optionee's heirs, executors, administrators and legal representatives. The section headings herein are intended for reference only and shall not affect the interpretation hereof.

19. **Severability.** **Severability.** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

20. **Definitions.** **Definitions.** For purposes of this Agreement:

(a) "Cause" shall mean:

(i) 1. "Cause" shall mean

1. the willful and continued failure by the Grantee to substantially perform his duties or discharge his responsibilities to the Company, or to follow the reasonable requests of his supervisor to undertake actions falling within the scope of such duties and responsibilities; or

(ii) 2. any fraudulent or intentional misconduct by the Grantee that causes or might reasonably be expected to cause material reputational, financial or other harm to the Company, or any improper or grossly negligent failure by the Grantee, including in a supervisory capacity, to identify, escalate, monitor or manage, in a timely manner and as reasonably expected, risks that cause or might reasonably be expected to cause material reputational, financial or other harm to the Company; or

(iii) 3. any conduct that violates the covenants set forth in Section 3(c) hereof or restrictive covenants in any other written agreement between the Grantee and the Company, or violates requirements of the Company embodied in its employee policies adopted from time to time including, but not limited to, policies directed to ethical business conduct, insider trading, anti-corruption, harassment, and other policies proscribing or prohibiting conduct as an employee of the Company; or

(iv) 4. the Grantee becomes subject to a suspension or debarment proceeding, or related investigations, conducted in connection with any actual or suspected violations of any United States Government procurement laws or regulations, or is for any other reason ineligible to participate in the discussion, negotiation and entering into of contracts with respect to United States government procurement, or fails to obtain or maintain any professional license reasonably required for the Grantee lawfully to perform her duties and responsibilities.

No act, or failure to act, on the Grantee's part shall be considered "willful" unless done, or omitted to be done, not in good faith and without reasonable belief that the action or omission was in the best interest of the Company. The Grantee shall not be deemed to have been terminated for Cause without delivery to the Grantee of a written notice of termination from the Chief Executive Officer specifying the grounds for Cause.

(b) "Change

2. "Change in Control" shall mean:

(i) 1. any person (as defined in Section 3(a)(9) of the Securities Exchange

Act of 1934, as amended (the "Exchange Act"), as modified and used in Sections 13(d) and 14(d) of the Exchange Act) (a "Person") is or becomes the Beneficial Owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act), directly or indirectly, of more than 50% of either (A) the combined fair market value of the then outstanding stock of the Company (the "Total Fair Market Value") or (B) the combined voting power of the then outstanding securities entitled to vote generally in the election of directors of the Company (the "Total Voting Power"); excluding, however, the following: (I) any acquisition by the Company or any of its affiliates, (II) any acquisition by any employee benefit

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plan (or related trust) sponsored or maintained by the Company or any of its affiliates, (III) any Person who becomes such a Beneficial Owner in connection with a transaction described in the exclusion within paragraph (4) below and (IV) any acquisition of additional stock or securities by a Person who owns more than 50% of the Total Fair Market Value or Total Voting Power of the Company immediately prior to such acquisition; or

(ii) 2. any Person is or becomes the Beneficial Owner, directly or indirectly, of

securities of the Company that, together with any securities acquired directly or indirectly by such Person within the immediately preceding twelve-consecutive month period, represent 40% or more of the Total Voting Power of the Company; excluding, however, any acquisition described in sub-clauses (I) through (IV) of subsection (1) above; or

(iii) 3. a change in the composition of the Board such that the individuals who, as of the original effective date of this Agreement, constitute the Board (such individuals shall be hereinafter referred to as the "Incumbent Directors") cease for any reason to constitute at least a majority of the Board; provided, however, for purposes of this definition, that any individual who becomes a director subsequent to such effective date, whose election, or nomination for election by the Company's stockholders, was made or approved by a vote of at least a majority of the Incumbent Directors (or directors whose election or nomination for election was previously so approved) shall be considered an Incumbent Director; but, provided, further, that any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest or other actual or threatened solicitation of proxies or consents by or on behalf of a person or legal entity other than the Board shall not be considered an Incumbent Director; provided finally, however, that, as of any time, any member of the Board who has been a director for at least twelve consecutive months immediately prior to such time shall be considered an Incumbent Director for purposes of this definition, other than for the purpose of the first proviso of this definition; or

(iv) 4. there is consummated a merger or consolidation of the Company or any direct or indirect subsidiary of the Company or a sale or other disposition of all or substantially all of the assets of the Company ("Corporate Transaction"); excluding, however, such a Corporate Transaction (A) pursuant to which all or substantially all of the individuals and entities who are the Beneficial Owners, respectively, of the outstanding Common Stock of the Company and Total Voting Power immediately prior to such Corporate Transaction will Beneficially Own, directly or indirectly, more than 50%, respectively, of the outstanding common stock and the combined voting power of the then outstanding securities entitled to vote generally in the election of directors of the company resulting from such Corporate Transaction (including, without limitation, a company which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Corporate Transaction of the Outstanding Common Stock and Total Voting Power, as the case may be, and (B) immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the company resulting from such Corporate Transaction (including, without limitation, a company which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries); provided, however, that notwithstanding anything to the contrary in subsections (1) through (4) above, an event which does not constitute a change in the ownership of the Company, a change in the effective control of the Company, or a change in the ownership of a substantial portion of the assets of the Company, each as defined in Section 1.409A-3(i)(5) of the Treasury Regulations (or any successor provision), shall not be considered a Change in Control for purposes of this Agreement.

(c) (III) "Disability" (or becoming "Disabled") shall mean Disability as determined under the Company's then-existing long-term disability compensation ~~programs.~~ programs;

(d) (IV) "Exchange Act" shall mean the U.S. Securities Exchange Act of 1934, as amended;

(e) (V) "Good Reason" shall mean a termination by the Grantee after a reduction of more than 10% in the Grantee's annual Total Direct Compensation ("TDC") as in effect on the date hereof or as his TDC may be increased from time to time hereafter (except for across-the-board reductions in TDC affecting all similarly situated officers of the Company which reductions shall not count toward the 10%). TDC means the sum of the Grantee's annual base salary, annual target award under MICP, and the grant date value of an annual equity award under the Company's Incentive Stock Plan, as may be amended hereafter (the determination

of grant date value shall be conclusively determined by the Compensation Committee for grants to the Grantee and all similarly situated officers

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of the Company). The Grantee shall be deemed to have waived any assertion of Good Reason unless the Grantee shall have delivered a written notice of termination to the Company, and specifying the reasons therefor, within 20 days after the effective date of such reduction. The Company shall have 10 days from the receipt of such notice to rescind or reverse the effect of such reduction and, upon doing so, both the grounds for Good Reason and the Grantee's notice of termination automatically shall be deemed void with retroactive effect. effect;

(f)(VI) "Hexcel Group" shall mean the Company and its Subsidiaries;

(g) "Long-Term Performance Measures" shall mean ROIC and Relative EPS Growth Rate each as defined on Annex B attached hereto;

(h) "Long-Term Performance Period" shall mean the period beginning on January 1, 2023 and ending on December 31, 2025;

(i) "Maximum Share Award" is the maximum amount of unrestricted shares of Common Stock that can be awarded to the Grantee under this PBA, which is 200% of the PBA Target Share Award, exclusive of any amounts credited as dividend equivalents to Grantee pursuant to Section 6(c);

(j) "PBA Shares" shall mean the unrestricted shares of Common Stock that Grantee is entitled to receive under this Agreement pursuant to Section 3, Section 4 or Section 5.

(k) "PBA Target Share Award" shall mean the number of unrestricted shares of Common Stock set forth on Annex A (which number represents the number of unrestricted shares that can be awarded to the Grantee under this PBA if the Target Level of 100% for each of the Long-Term Performance Measures is achieved as set forth in Annex B);

(l)(VII) "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) of the Exchange Act and shall include "persons acting as a group" within the meaning of Section 1.409A-3(i)(5)(v) (B) of the Treasury Regulations (or any successor provision);

(m) "Relative Earnings Per Share Growth Rate" or "Relative EPS Growth Rate" is defined on Annex B attached hereto;

(n)(VIII) "Retirement" shall mean termination of the Grantee's Optionee's employment with a member of the Hexcel Group, other than by reason of death or Cause, either (A) at or after age 65 or (B) at or after age 55 after five (5) years of employment by the Hexcel Group; and

(o) "Return on Invested Capital" or "ROIC" is defined on Annex B attached hereto;

(p)(IX) "Subsidiary" shall mean any "subsidiary" of the Company within the meaning of Rule 405 under the Securities Act;

(q) "Target Level" for each of the Long-Term Performance Measures is defined on Annex B; and Act.

(r) "Threshold Level" for each of the Long-Term Performance Measures is defined on Annex B.

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**ADDENDUM TO PERFORMANCE BASED AWARD EMPLOYEE OPTION AGREEMENT
COUNTRY-SPECIFIC TERMS
FOR PARTICIPANTS OPTIONEES OUTSIDE THE U.S.**

These Country-Specific Terms include additional terms and conditions that govern the PBA Option awarded to the Grantee Optionee under the Plan if the Grantee Optionee resides in one of the countries listed below. Capitalized terms used but

not defined in these Country-Specific Terms are defined in the Plan or this Agreement and have the meanings set forth therein.

FRANCE

French Sub-Plan

Tax Treatment

The PBA is Options are intended to qualify for specific treatment under French tax and social security laws and is are subject to the provisions below and the Specific and Additional Terms and Conditions for French Employees (the “French Sub-Plan”), which has been provided to the Grantee and is incorporated herein. Capitalized terms below shall have the same definitions assigned to them under the French Sub-Plan and the Agreement.

No Dividend Equivalents. The Grantee shall not be entitled to any dividend equivalents with respect to the PBA and accordingly, no dividend equivalents shall be credited to the Grantee.

Closed Periods

The Grantee may be subject to restrictions on sale of PBA Shares during Closed Periods as set forth in the French Sub-Plan.

UNITED KINGDOM

PBA Payable Only in Shares. Notwithstanding any discretion in the Plan or anything to the contrary in this Agreement, the grant of the PBA does not provide the Grantee any right to receive a cash payment and the PBA may be settled only in shares of Common Stock.

Termination of Service. The Grantee Optionee has no right to compensation or damages on account of any loss in respect of the PBA Option under the Plan where the loss arises or is claimed to arise in whole or part from: (a) the termination of the Grantee's Optionee's office or employment; or (b) notice to terminate the Grantee's Optionee's office or employment. This exclusion of liability shall apply however termination of office or employment, or the giving of notice, is caused, and however compensation or damages are claimed. For the purpose of the Plan, the implied duty of trust and confidence is expressly excluded.

Annex A

NOTICE OF GRANT

PERFORMANCE BASED AWARD EMPLOYEE STOCK OPTION

HEXCEL CORPORATION 2013 INCENTIVE STOCK PLAN

The following employee of Hexcel Corporation, a Delaware corporation or a Subsidiary, has been granted a Performance Based Award an option to purchase shares of the Common Stock of Hexcel, \$.01 par value, in accordance with the terms of this Notice of Grant and the Employee Option Agreement to which this Notice of Grant is attached.

The terms below shall have the meanings ascribed to them below when used in the Agreement. Employee Option Agreement.

Grantee	Participant Name
Optionee	
Grant Date	January 30, 2023 29, 2024
Target number Purchase Price	\$

Aggregate Number of unrestricted shares of Common Stock which may be granted as a result of this PBA ("PBA Target Share Award" Shares Granted (the "Option Shares")	Number of Awards Granted
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IN WITNESS WHEREOF, the parties hereby agree to the terms of this Notice of Grant and the Employee Option Agreement to which this Notice of Grant is attached and execute this Notice of Grant and the Employee Option Agreement as of the Grant Date.

HEXCEL CORPORATION

Grantee Optionee

By:

By:

Gail E. Lehman

Executive Vice President, General Counsel and

Corporate Secretary

Exhibit 10.31

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Exhibit 10.42

OFFICER SEVERANCE AGREEMENT

This SEVERANCE AGREEMENT (this "Agreement") between HEXCEL CORPORATION, a Delaware corporation with offices in Stamford, Connecticut (the "Company"), and (the(the "Officer"), dated January 31, 2023 (the (the "Effective Date").

WHEREAS, the Company is engaged in the business of developing, manufacturing and marketing carbon fibers, structural reinforcements, honeycomb structures, resins, and a variety of high-performance composite materials and parts therefrom for the commercial aerospace, space and defense, recreation and industrial markets throughout the world, and hereafter may engage in other areas of business (collectively, the "Business");

WHEREAS, the Officer, as a result of training, expertise and personal application over the years, has acquired and will continue to acquire considerable and unique expertise and knowledge which are of substantial value to the Company in the conduct, management and operation of the Business;

WHEREAS, the Company is willing to provide the Officer with certain benefits in the event of the termination of the Officer's employment with the Company, including in the event of a Change in Control (as hereinafter defined); and

WHEREAS, the Officer, in consideration of receiving such benefits from the Company, is willing to afford certain protection to the Company in regard to the confidentiality of its information, ownership of inventions and competitive activities.

NOW, THEREFORE, in consideration of the mutual covenants of the Officer and the Company and of the Officer's continued employment with the Company, the parties agree as follows:

1. Position and Duties. The Officer currently serves as Executive Vice President, Chief Human Resources Officer of the Company and shall have such duties, responsibilities and authority consistent with such position as may, from time to time,

be assigned to the Officer by the Chief Executive Officer (the "CEO"). The Officer shall devote substantially all her working time and effort to the business and affairs of the Company.

2. Termination. The Officer's employment may be terminated under the following circumstances:

(a) 1. At Will. The Officer is employed "at will," meaning that the Company may terminate the Officer's employment at any time for any reason or for no reason on written notice of termination to the Officer, and the Officer may terminate her employment with the Company at any time for any reason or for no reason on written notice of termination to the Company.

(b) 2. Good Reason. The Officer may terminate her employment for "Good Reason," which shall mean a termination by the Officer after a reduction of more than 10% in the Officer's annual base salary, as in effect on the date hereof, or as her annual base salary may be increased from time to time hereafter (except for across-the-board reductions in annual base salary affecting all similarly situated officers of the Company which reductions shall not count toward the 10%). The Officer shall be deemed to have waived any assertion of Good Reason unless the Officer shall have delivered a notice of termination to the Company, as provided in Section 2(d) hereof, and specifying the reasons therefor, within 20 days after the effective date of such reduction. The Company shall have 30 days from the receipt of such notice to rescind or reverse the effect of such reduction and, upon doing so, both the grounds for Good Reason and the Officer's notice of termination automatically shall be deemed void with retroactive effect; provided that if the Company does not cure such event within such 30 day period, the Officer shall be able to terminate on account of Good Reason by providing written notice to the Company that the Executive is resigning on account of Good Reason within 15 30 days

following the expiration of such cure period and if no notice is provided by the Executive within such 15 30 day period, Executive shall be deemed to have waived her right to resign on account of Good Reason.

(c) 3. Cause. The Company may terminate the Officer's employment hereunder for Cause. The following shall constitute Cause:

-
- (i) 1. the willful and continued failure by the Officer to substantially perform her duties or discharge her responsibilities to Company, or to follow the reasonable requests of her supervisor to undertake actions falling within the scope of such duties and responsibilities; or
 - (ii) 2. any fraudulent or intentional misconduct by the Officer that causes or might reasonably be expected to cause material reputational, financial or other harm to the Company, or any improper or grossly negligent failure by the Officer, including supervisory capacity, to identify, escalate, monitor or manage, in a timely manner and as reasonably expected, risks that may cause or might reasonably be expected to cause material reputational, financial or other harm to the Company; or
 - (iii) 3. any conduct that violates the covenants set forth in Sections 5, 6 and 7 hereof, or violates requirements of the Company embodied in its employee policies adopted from time to time including, but not limited to, policies directed to ethical business conduct, insider trading, anti-corruption, harassment, and other policies proscribing or prohibiting conduct as an employee of the Company; or
 - (iv) 4. the Officer becomes subject to a suspension or debarment proceeding, or related investigations, conducted in connection with any actual or suspected violations of any United States Government procurement laws or regulations, or is for any other reason ineligible to participate in the discussion, negotiation and entering into of contracts with respect to United States government procurement, or fails to obtain or maintain any professional license reasonably required for the Officer lawfully to perform her duties and responsibilities.

No act, or failure to act, on the Officer's part shall be considered "willful" unless done, or omitted to be done, not in good faith and without reasonable belief that the action or omission was in the best interest of the Company. The Officer shall not be deemed to have been terminated for Cause without delivery to the Officer of a written notice of termination from the CEO specifying the grounds for Cause.

(d) (d) Date of Termination. Termination. The Date of Termination shall mean if the Officer's employment is terminated pursuant to Section 2, the date specified in the applicable notice of termination (provided that such date shall not be more than 30 days from the date such notice is given under Section 2(a) and shall not be less than fifteen nor more than 30 days from the date notice of termination is given under Section 2(b) and 2(c), respectively. respectively.

3. Compensation Upon Termination. If the Officer's employment is terminated by the Company other than for Cause (and other than for death or disability as defined under the Company's then-existing disability compensation program), or is terminated by the Officer for Good Reason, then

(a) 1. in addition to the amounts and benefits as may be provided pursuant to the remainder of this Section 3, the Company shall pay to or provide on behalf of the Officer (i) any business expense reimbursements properly submitted and unpaid, which reimbursements will be paid to the Officer within 30 days following termination of employment, and (ii) any benefits to which the Officer is entitled under the terms of the Company's benefit plans, programs and arrangements after termination of employment, which benefits will be paid to the Officer at such times as provided under such benefit plans, programs and arrangements; arrangements;

(b) 2. in addition to the amounts and benefits as may be provided pursuant to the remainder of this Section 3, the Company shall the time such payments are due pay the Officer her base salary through the Date of Termination; and

(c) 3. Subject to Section 4, and conditioned on the Officer executing, and not revoking, a release, in form and substance satisfactory to the Company, releasing it from any and all claims arising out of or in connection with the termination of employment, and in lieu of any claim to further compensation for periods subsequent to the Date of Termination, whether under any severance policy applicable to employees or pursuant to any prior understanding between the Company and the Officer,

(i) if the Date of Termination is within two years after the occurrence of a Change in Control, the Company shall pay the Officer a cash lump sum equal to the product of (A) the sum of (1) the Officer's annual base salary in effect at the time the notice of termination is given and (2) the Officer's Average Annual Bonus (as defined below) and (B) the number 2.0; and

(ii) if the Date of Termination is not governed by clause (c)(i) immediately above, the Company shall pay the Officer a cash lump sum equal to the sum of (1) the Officer's annual base salary in effect at the time the notice of termination is given and (2) the Officer's Average Annual Bonus (as defined below).

The term "Average Annual Bonus" shall mean the average of the last three annual bonus amounts awarded to earned by the Officer under the Company's Management Incentive Compensation Plan (as may be amended hereafter, the "MICP") for the last three plan years completed prior to the Date of Termination or, if the Officer has not participated in the MICP for three completed annual award periods, the average of the annual amounts awarded earned for the completed annual award period(s), provided that any award made in respect of an annual award period in which the Officer did not participate for the full period shall be annualized for purposes of computing the Average Annual Bonus by multiplying such award by a fraction, of which the numerator is 365 and the denominator is the number of days during which the Officer participated in such annual award period; and provided further that any award for the plan year during which the Date of Termination occurs shall not be used in computing Average Annual Bonus.

The severance benefits that are payable pursuant to this Section 3(c) shall be paid to the Officer within 60 days following days following the Officer's Date of Termination. Termination, except as otherwise provided in Sections 3(d) or 17 below.

(d) Subject to Section 4, if the Officer's employment with the Company is terminated by the Company other than for Cause (death or disability as defined above), or is terminated by the Officer for Good Reason, during the period of a "Potential Change in Control" or at the request of a Person (as defined in Section (f)(1) below) who, directly or indirectly, takes any action designed to cause a

Change in Control (an "Anticipatory Termination"), then the Company shall make payments and provide benefits to the Officer under Section 3(c)(ii) of this Agreement and if a Change in Control to which the Potential Change in Control relates occurs within six months following the Officer's Date of Termination, then the Officer shall receive an additional payment within 60 days following the date of the Change in Control, which additional payment shall be equal to the difference between the amount payable to the Officer pursuant to Section Sections 3(c)(i) and 3(e)(ii) of this Agreement and the amount payable to the Officer pursuant to Section Sections 3(c)(ii) and 3(e)(i) of this Agreement, provided that if the Change in Control does not occur within six months following the Officer's Date of Termination, the additional amount described in this Section 3(d) shall not be payable to the Officer. A Potential Change in Control shall exist during the period commencing at the time the Company enters into any agreement or arrangement which, if consummated, would result in a Change in Control and ending at the time such agreement or arrangement either (i) results in a Change in Control or (ii) terminates, expires or otherwise becomes of no further force or effect. effect.

(e) The Company shall offer the Officer and any eligible family members the opportunity to elect to continue medical and dental coverage pursuant to the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"). The Company shall provide COBRA continuation coverage only if such coverage is timely elected by the Officer or other eligible family member, and the

Officer shall be responsible for paying the full amount of the required monthly premiums for that coverage. If the Officer is enrolled in the Company's medical or dental plans as of the Date of Termination, and subject to the Officer executing, and not revoking, the release described in Section 3(c) above, the Company shall pay to the Officer in a single lump sum cash payment an amount equal to the Company COBRA Premium (as defined below), multiplied by 12 (except (i) twelve, or (ii) twenty four if the Date of Termination is within two years after the occurrence of a Change in Control, or the Officer receives the additional payment described in Section 3(d) as a result of incurs an Anticipatory Termination and a Change in Control occurring after a to which the Potential Change in Control multiplied by 24), relates occurs within six months following the Officer's Date of Termination, in each case net of deductions and tax withholdings, as applicable. The "Company COBRA Premium" shall be an amount equal to the excess, if any, of (i) the applicable monthly COBRA premium in effect on the Date of Termination for the medical and dental plan options in which the Officer (along with eligible family members) is enrolled on such date, over (ii) the monthly premium paid for those medical and dental plan options by the Officer as in effect on the day immediately preceding the Date of Termination. The Company COBRA Premium shall be paid to the Officer within 60 days following the Officer's Date of Termination and shall be paid whether or not the Officer or any eligible family member timely elects COBRA continuation coverage, the Officer or any eligible family member continues COBRA coverage for the applicable continuation period, or the Officer receives health insurance coverage from another employer following the Date of Termination.

(f) For purposes of this Agreement, a "Change in Control" shall mean the first to occur of the following events:

- (1) 1. any person (as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the "Exchange Act", modified and used in Sections 13(d) and 14(d) of the Exchange Act) (a "Person") is or becomes the Beneficial Owner (in the meaning of Rule 13d-3 promulgated under the Exchange Act), directly or indirectly, of more than 50% of either (A) combined fair market value of the then outstanding stock of the Company (the "Total Fair Market Value") or (B) the combined voting power of the then outstanding securities entitled to vote generally in the election of directors of the Company (the "Voting Power"); excluding, however, the following: (I) any acquisition by the Company or any of its

affiliates, (II) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any of its affiliates, (III) any Person who becomes such a Beneficial Owner in connection with a transaction described in the exclusion within paragraph (4) below and (IV) any acquisition of additional stock or securities by a Person who owns more than 50% of the Total Fair Market Value or Total Voting Power of the Company immediately prior to such acquisition; or

- (2) 2. any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company that, together with securities acquired directly or indirectly by such Person within the immediately preceding twelve-consecutive month period, represent 40% or more of the Total Voting Power of the Company; excluding, however, any acquisition described in clauses (I) through (IV) of subsection (1) above; or
- (3) 3. a change in the composition of the Board such that the individuals who, as of the original effective date of this Agreement, constitute the Board (such individuals shall be hereinafter referred to as the "Incumbent Directors") cease for any reason to constitute at least a majority of the Board; provided, however, for purposes of this definition, that any individual who becomes a director subsequent to such effective date, whose election, or nomination for election by the Company's stockholders, made or approved by a vote of at least a majority of the Incumbent Directors (or directors whose election or nomination for election was previously so approved) shall be considered an Incumbent Director; but, provided, further, that any individual whose initial assumption of office occurs as a result of either an actual or threatened election contest or other actual or threatened solicitation of proxies or consents by or on behalf of a person or legal entity other than the Board shall not be considered an Incumbent Director; provided finally, however, that, as of any time, any member of the Board who has been a director for at least twelve consecutive months immediately prior to such time shall be considered an Incumbent Director for purposes of this definition, other than for the purpose of the first proviso of this definition; or
- (4) 4. there is consummated a merger or consolidation of the Company or any direct or indirect subsidiary of the Company or any other disposition of all or substantially all of the assets

of the Company ("Corporate Transaction"); excluding, however, such a Corporate Transaction (A) pursuant to which all or substantially all of the individuals and entities who are the Beneficial Owners, respectively, of the outstanding Common Stock of the Company and Total Voting Power immediately prior to such Corporate Transaction will Beneficially Own, directly or indirectly, more than 50%, respectively, of the outstanding common stock and the combined voting power of the then outstanding securities entitled to vote generally in the election of directors of the company resulting from such Corporate Transaction (including, without limitation, a company which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Corporate Transaction of the Outstanding Common Stock and Total Voting Power, as the case may be, and (B) immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the company resulting from such Corporate Transaction (including, without limitation, a company which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries); provided, however, that notwithstanding anything to the contrary in subsections (1) through (4) above, an event which does not constitute a change in the ownership of the Company, a change in the effective control of the Company, or a change in the ownership of a substantial portion of the assets of the Company, each as defined in Section 1.409A-3(i)(5) of the Treasury Regulations (or any successor provision), shall not be considered a Change in Control for purposes of this Agreement.

4. No Mitigation or Offset.

- (a) (i) The Officer shall not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise and, other than as provided in Section 3(e) for continuation of benefits, the amount of any payment or benefit provided for in this Agreement shall not be reduced by any compensation earned by the Officer as the result of employment by another **employer. employer.**
- (ii) The amount of any payment or benefit provided for in this Agreement shall not be reduced by retirement benefits or offset against any amount the Company claims to be owed by the Officer.

5.1. Non-Competition; Non-Solicitation; Non-Disparagement.

- (a) The Officer acknowledges that, as a senior management employee, the Officer will be involved, on a high level, in the development, implementation and management of the Company's global business plans, including those which involve the Company's finances, research, marketing, planning, operations, and acquisition strategies. By virtue of the Officer's position and

knowledge of the Company, the Officer acknowledges that her employment by a competitor of the Company represents a serious competitive danger to

the Company, and that the use of the Officer's experience and knowledge about the Company's business, strategies and plans by a competitor can and would constitute a valuable competitive advantage over the Company. In view of the foregoing, and in consideration of the payments made to the Officer under this Agreement, the Officer covenants and agrees that, if the Officer's employment is terminated and the Company has fulfilled its obligations under this Agreement, for a period of one year (or one and one-half years if the Officer receives payments under Section 3(c)(i) or 3(d) hereof) after the Date of Termination the Officer will not (A) engage, in any capacity, directly or indirectly, including but not limited as employee, agent, consultant, manager, Officer, owner or stockholder (except as a passive investor holding less than a 5% equity interest in any enterprise) in any business entity engaged in competition with the Business conducted by the Company on the Date of Termination anywhere in the world, or (B) solicit a customer of the Business in violation of clause (A), provided, that the Officer may be employed by a competitor of the Company so long as the Officer's duties and responsibilities do not relate directly or indirectly to the business segment of the new employer which is actually or potentially competitive with the Business, or (C) directly or indirectly solicit, induce or otherwise encourage any person to discontinue or refrain from entering into any employment relationship (contractual or otherwise) with the Company. Company.

(b) The Officer agrees and covenants not to disparage the reputation or character of the Company or its officers and directors. directors.

6.2. Assignment of Inventions. The Officer agrees that all processes, technologies, designs and inventions, including new contributions, improvements, ideas and discoveries, whether patentable or not (collectively "Inventions"), conceived, developed, invented or made by the Officer prior to the Date of Termination shall belong to the Company, provided that such Inventions grew out of the Officer's work with the Company or any of its subsidiaries or affiliates, are related in any manner to the business (commercial or experimental) of the Company or any of its subsidiaries or affiliates or are conceived or made on the Company's time or with the use of the Company's facilities or materials. At the request of the Company, the Officer shall (i) promptly disclose such Inventions to the Company, (ii) assign to the Company, without additional compensation, all patent and other rights to such Inventions for the United States and foreign countries, (iii) sign all papers necessary to carry out the foregoing, and (iv) give testimony or otherwise take action in support of the Officer's status as the inventor of such Inventions, in each case at the Company's expense. expense.

7.3. Confidentiality.

(a) In addition to any obligation regarding Inventions, the Officer acknowledges that the trade secrets and confidential and proprietary information of the Company, its subsidiaries and affiliates, including without limitation: (i) unpublished information concerning (A) research activities and plans, (B) marketing or sales plans, (C) pricing or pricing strategies, (D) operational techniques, and (E) strategic plans; (ii) unpublished financial information, including information concerning revenues, profits and profit margins;

(iii) internal confidential manuals; and (iv) any "material inside information" as such phrase is used for purposes of the Securities Exchange Act of 1934, as amended; all constitute valuable, special and unique information of the Company, its subsidiaries and affiliates. In recognition of this fact, the Officer agrees that the Officer will not disclose any such trade secrets or confidential or proprietary information (except (A) information which becomes publicly available without violation of this Agreement, (B) information of which the Officer, prior to disclosure by the Officer, did not know and should not have known was disclosed to the Officer by a third party in violation of any other person's confidentiality or fiduciary obligation, (C) disclosure required in connection with any

legal process (provided the Officer promptly gives the Company written notice of any legal process seeking to compel such disclosure and reasonably cooperates in the Company's attempt to eliminate or limit the scope of such disclosure) and (D) disclosure while employed by the Company which the Officer reasonably and in good faith believes to be in or not opposed to the interests of the Company) to any person, firm, corporation, association or other entity, for any reason or purpose whatsoever, nor shall the Officer make use of any such information for the benefit of any person, firm, corporation or other entity except on behalf of the Company, its subsidiaries and affiliates. affiliates.

(b)(i) Nothing in this Agreement shall prohibit or restrict the Officer from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or filing a claim or assisting with an investigation directly with a government agency or entity or a self-regulatory authority, or from making other disclosures that are protected under the whistleblower provisions of any applicable law or regulation. The Officer need not notify the Company that the Officer is engaging in the activities described in the preceding sentence. However, if the Officer is required by law to disclose confidential information, other than to a government agency or entity or a self-regulatory authority, the Officer shall give prompt written notice to the General Counsel of the Company and shall otherwise comply with the requirements of subsection (a)(iv)(C) above. Notwithstanding the foregoing, under no circumstance will the Officer be authorized to disclose any information covered by attorney-client privilege or attorney work product of the Company or any of its subsidiaries without prior written consent of the Company's General Counsel or other officer designated by the Board of Directors of the Company. Company.

(ii) The Officer has been advised that the U.S. Defend Trade Secrets Act of 2016 provides criminal and civil immunity to U.S. federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain confidential circumstances that are set forth in 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2) related to the reporting or

investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law. law.

8. Binding Agreement. This Agreement and all rights of the Officer hereunder shall inure to the benefit of and be enforceable by the Officer's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Officer should die while any amounts would still be payable to him hereunder if he had continued to live, all such amounts, unless otherwise provided in this Agreement, shall be paid to the Officer's devisee, legatee, or other designee or, if there be no such designee, to the Officer's estate. estate.

9.1. Notice. Notices, demands and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered, if delivered personally, or mailed by United States certified or registered mail, return receipt requested, postage prepaid, and when received if delivered otherwise, addressed as follows: follows:

If to the Officer: Officer:

If to the Company: Company:

Hexcel Corporation

281 Tresser Blvd. Blvd.

Stamford, CT 06901-3238

Attn: Attn: General Counsel

or to such other address as any party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt. receipt.

10.2. General Provisions. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Officer (or, if applicable, her legal representative) and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Connecticut without regard to its conflicts of law **principles. principles.**

11. Validity and Enforceability. **The The** invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. It is the desire and intent of the parties that the provisions of Sections 5, 6 and 7 hereof shall be enforceable to the fullest extent permitted by applicable law or public policy. If any such provision or the application thereof to any person or circumstance shall, to any extent, be construed to be invalid or unenforceable in whole or in part, then such provision shall be construed in a manner so as to permit its enforceability to the fullest extent **permitted permitted** by applicable law or public policy. In any case, the provisions or the application thereof to any person or circumstance other than those to which they have been held invalid or unenforceable shall remain in full force and effect. In the event any provision is unenforceable in **the the** jurisdiction in which the Officer is employed on the date hereof, such provision nevertheless shall be enforceable to the fullest extent permitted by the laws of any other jurisdiction in which the Company shall have the ability to seek remedies against the **Officer. Officer.**

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

13. Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration, conducted before a panel of three arbitrators in the State of Connecticut, constituting an Employment Dispute Tribunal in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction; provided, however, that the Company shall be entitled to seek a restraining order or injunction in any court of competent jurisdiction to prevent any continuation of any violation of the provisions of Sections 5, 6 or 7 **hereof. hereof.**

14. Entire Agreement. This Agreement is the entire agreement or understanding between the Company and the Officer regarding the subject matter hereof, and all prior or contemporaneous agreements or understandings including, without limitation, offers of employment, post-hiring agreements, or other oral or written understandings between the Company and the Officer, are expressly superseded by this Agreement, and are of no further force or effect, except that any executory relocation benefit previously extended to the Officer will not be affected by this **Agreement. Agreement.**

15. Remedies. The Officer agrees that in addition to any other remedy provided at law or in equity or in this Agreement, the Company shall be entitled to a temporary restraining order and both preliminary and permanent injunctions restraining Officer from violating any provision of Sections 5, 6 and 7 hereof. The Company shall pay to the Officer all legal fees and expenses incurred in contesting, arbitrating or disputing any action or failure to act by the Company or in seeking to obtain or enforce any right under this Agreement, provided that the Officer has obtained a final determination supporting at least part of her claim and there has been no determination that the balance of her claim was made in bad **faith. faith.**

16. Consent to Jurisdiction and Forum. The Officer hereby expressly and irrevocably agrees that any action, whether at law or in equity, permitted to be brought by the Company under this Agreement may be brought in the State of Connecticut or in any federal court therein. The Officer hereby irrevocably consents to personal jurisdiction in such court and to accept service of process in

accordance with the provisions of the laws of the State of Connecticut. In the event the Company commences any such action in the State of Connecticut or in any Federal court therein, the Company shall reimburse the Officer for the reasonable expenses incurred by the Officer in her appearance in such forum which are in addition to the expenses the Officer would have incurred by appearing in the forum of the Officer's residence at that time, including but not limited to additional legal ~~fees.~~ fees.

17. Code Section 409A. This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), or an exemption thereto, and payments may only be made under this Agreement upon an event and in a manner permitted by Section 409A, to the extent applicable. All payments to be made upon a termination of employment under this Agreement subject to Section 409A may only be made upon a "separation from service" under Section 409A. For purposes of Section 409A, each payment is a separate payment and the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments. In no event may the Officer, directly or indirectly, designate the calendar year of a payment. If any payment conditioned on the execution of the release constitutes deferred compensation subject to Section 409A, and the period for which such payment may commence spans two calendar years, the payment shall be paid in the second calendar year. Any reimbursement or payment for expenses that would constitute nonqualified deferred compensation subject to Section 409A shall be subject to the following additional rules: (i) no reimbursement or payment of any such expense shall affect the Officer's right to reimbursement of any such expense in any other taxable year; (ii) reimbursement or payment of the expense shall be made, if at all, promptly, but not later than the end of the calendar year following the calendar year in which the expense was incurred; and (iii) the right to reimbursement or payment shall not be subject to liquidation or exchange for any other benefit. Notwithstanding any provision to the contrary in this Agreement, in the event that at the time the Officer's employment terminates, the Company (or any service recipient required to be aggregated with Company under Section 409A) has equity that is publicly traded (as defined in Section 409A and the regulations and other guidance promulgated thereunder), then if on the date of the Officer's separation from service, the Officer is a "specified employee" (as such term is defined in Section 409A(a)(2)(B)(i) and its corresponding regulations) as determined in the sole discretion by the Company (or any successor) in accordance with the Company's (or

any successor's) "specified employee" determination policy, then all severance benefits payable to the Officer under this Agreement that are deemed as deferred compensation subject to the requirements of Section 409A shall be postponed for a period of six months following the Officer's separation from service with the Company (or any successor thereto). The postponed amounts shall be paid to the Officer ~~(without interest)~~ in a lump sum on the first business day after the date that is six (6) months following the Officer's separation from service with the Company (or any successor thereto). If the Officer dies during such six (6) month period and prior to payment of the postponed amounts hereunder, the amounts delayed on account of Section 409A shall be paid to the personal representative of the Officer's estate within sixty (60) days after the Officer's death. The Company makes no representations nor warranties the Officer as to whether any amounts payable under this Agreement are subject to Section 409A and in no event shall the Company have any liability relating to the failure of any payment or benefit under this Agreement to be exempt from the requirements of Section 409A. Further, in the event that the amounts payable under this Agreement are subject to any taxes, penalties or interest under Section 409A, the Officer shall be solely liable for the payment of any such taxes, penalties or ~~interest.~~ interest.

18. Term of Agreement. The term of this Agreement (the "Term") commenced on the Effective Date and shall end on the first anniversary thereof; provided, however, that commencing on the first anniversary of the Effective Date and on each subsequent anniversary of the Effective Date (each such anniversary a "Renewal date"), the Term shall automatically be extended for one additional year unless, not later than the date which is one year prior to such Renewal Date, the Company shall have given notice to the Officer that the Term will not be renewed for one additional year.

IN WITNESS WHEREOF, the parties have executed this Severance Agreement as of the date and year first above written. written.

HEXCEL CORPORATION

By:

Name: Nick L. Stanage

By: Title: Chairman, President and Chief Executive Officer

Name:

Title:

("Officer")

Exhibit 10.53 10.38

INDEMNIFICATION

RESTRICTED STOCK UNIT AGREEMENT

for

Non-Employee Directors

RESTRICTED STOCK UNIT AGREEMENT (this "Agreement"), dated as of _____, the Grant Date, by and between the Grantee identified on Annex A hereto and Hexcel Corporation, a Delaware corporation Corporation (the "Company" Company), and _____ (the "Indemnitee").

WHEREAS, it is essential to the Company to retain and attract as directors and officers the most capable persons available;

WHEREAS, the Indemnitee is a director and/or officer of the Company;

WHEREAS, the Company and the Indemnitee recognize the increased risk of litigation and other claims being asserted against directors and officers of companies in today's environment;

WHEREAS, the Company's Restated Certificate of Incorporation ("WITNESSETH Certificate of Incorporation") requires the Company to indemnify and advance expenses to its directors and officers to the fullest extent permitted by law, and the Indemnitee serves as a director and/or officer of the Company, in part, in reliance on such provisions in the Company's Certificate of Incorporation;

WHEREAS, the Company has determined that its inability to retain and attract as directors and officers adopted the most capable persons would be detrimental to the interests of the Company, and that Company therefore should seek to assure such persons that indemnification and insurance coverage will be available in the future; Hexcel Corporation 2013 Incentive Stock Plan (the "Plan"); and

WHEREAS, in recognition of the Indemnitee's need for substantial protection against personal liability in order to enhance the Indemnitee's continued service to the Company in an effective manner and the Indemnitee's reliance on the Company's Certificate of Incorporation, and in part to provide the Indemnitee with specific contractual assurance that the protection promised by the Company's Certificate of Incorporation will be available to the Indemnitee (regardless of, among other things, any amendment to or revocation of the applicable provisions of the Company's Certificate of Incorporation and By-Laws or any change in the composition of the governing bodies of the Company or any acquisition transaction relating to the Company), the Company wishes to provide in this Agreement for the indemnification of and the advancing of expenses to the Indemnitee to the fullest extent (whether partial or complete) permitted by law and as set forth in this Agreement, and, to the extent insurance is maintained, for the continued coverage of the Indemnitee under the directors' and officers' liability insurance policy of the Company.

NOW, THEREFORE, in consideration of the premises and of the Indemnitee continuing to serve the Company directly or, on its behalf or at its request, as an officer, director, manager, member, partner, tax matters partner, fiduciary or trustee of, or in any other capacity with, another Person (as defined below) or any employee benefit plan, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Certain Definitions. In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement:

- (a) Agreement: shall mean this Indemnification Agreement, as amended from time to time hereafter.
- (b) Board of Directors: shall mean the Board of Directors of the Company.
- (c) Claim: means any threatened, asserted, pending or completed civil, criminal, administrative, investigative or other action, suit or proceeding of any kind

whatsoever, including any arbitration or other alternative dispute resolution mechanism, or any appeal of any kind thereof, or any inquiry or investigation, whether instituted by the Company, any governmental agency or any other party, that the Indemnitee in good faith believes might lead to the institution of any such action, suit or proceeding, whether civil, criminal, administrative, investigative or other, including any arbitration or other alternative dispute resolution mechanism.

- (d) Indemnifiable Expenses: means (i) all expenses and liabilities, including judgments, fines, penalties, interest, amounts paid in settlement with the approval of the Company, and counsel fees and disbursements (including, without limitation, experts' fees, court costs, retainers, transcript fees, duplicating, printing and binding costs, as well as telecommunications, postage and courier charges) paid or incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to investigate, defend, be a witness in or participate in, any Claim by reason of the fact that Indemnitee is or was or has agreed to serve as a director, officer, employee or agent of the Company, or while serving as a director or officer of the Company, is or was serving or has agreed to serve on behalf of or at the request of the Company as a director, officer, employee or agent (which, for purposes hereof, shall include a trustee, fiduciary, partner or manager or similar capacity) of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, or by reason of any action alleged to have been taken or omitted in any such capacity, whether occurring before, on or after the date of this Agreement (any such event, an "Indemnifiable Event"), (ii) any liability pursuant to a loan guaranty or otherwise, for any indebtedness of the Company or any subsidiary of the Company, including, without limitation, any indebtedness which the Company or any subsidiary of the Company has assumed or taken subject to,

and (iii) any liabilities which an Indemnitee incurs as a result of acting on behalf of the Company (whether as a fiduciary or otherwise) in connection with the operation, administration or maintenance of an employee benefit plan or any related trust or funding mechanism (whether such liabilities are in the form of excise taxes assessed by the United States Internal Revenue Service, penalties assessed by the Department of Labor, restitutions to such a plan or trust or other funding mechanism or to a participant or beneficiary of such plan, trust or other funding mechanism, or otherwise).

(e) **Indemnitee-Related Entities:** means any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise (other than the Company or any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise Indemnitee has agreed, on behalf of the Company or at the Company's request, to serve as a director, officer, employee or agent and which service is covered by the indemnity described in this Agreement) from whom an Indemnitee may be entitled to indemnification or advancement of expenses with respect to which, in whole or in part, the Company may also have an indemnification or advancement obligation (other than as a result of obligations under an insurance policy).

(f) **Jointly Indemnifiable Claim:** means any Claim for which the Indemnitee shall be entitled to indemnification from both an Indemnitee-Related Entity and the Company pursuant to applicable law, any indemnification agreement or the certificate of incorporation, by-laws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or

comparable organizational documents of the Company and an Indemnitee-Related Entity.

(g) **Person:** means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, governmental entity or other entity.

2. **Basic Indemnification Arrangement; Advancement of Expenses.**

(a) In the event that the Indemnitee was, is or becomes subject to, a party to or witness or other participant in, or is threatened to be made subject to, a party to or witness or other participant in, a Claim by reason of (or arising in part out of) an Indemnifiable Event, the Company shall indemnify the Indemnitee, or cause such Indemnitee to be indemnified, to the fullest extent permitted by Delaware law in effect on the date hereof and as amended from time to time; provided, however, that no change in Delaware law shall have the effect of reducing the benefits available to the Indemnitee hereunder based on Delaware law as in effect on the date hereof or as such benefits may improve as a result of amendments after the date hereof. The rights of the Indemnitee provided in this Section 2 shall include, without limitation, the rights set forth in the other sections of this Agreement. Payments of Indemnifiable Expenses shall be made as soon as practicable but in any event no later than twenty (20) days after written demand is presented to the Company, against any and all Indemnifiable Expenses.

(b) If so requested by the Indemnitee, the Company shall advance, or cause to be advanced (within two business days of such request), any and all Indemnifiable Expenses incurred by the Indemnitee (an "**Expense Advance**"). The Company shall, in accordance with such request (but without duplication), either (i) pay, or cause to be paid, such Indemnifiable Expenses on behalf of the Indemnitee, or (ii) reimburse, or cause the reimbursement of, the Indemnitee for such Indemnifiable Expenses. The Indemnitee's right to an Expense Advance is absolute and shall not be subject to any condition that the Board of Directors shall not have determined that the Indemnitee is not entitled to be indemnified under applicable law. However, the obligation of the Company to make an Expense Advance pursuant to this Section 2(b) shall be subject to the condition that, if, when and to the extent that a final judicial determination is made (as to which all rights of appeal therefrom have been exhausted or lapsed) that the Indemnitee is not entitled to be so indemnified under applicable law, the Company shall be entitled to be

reimbursed by the Indemnitee (who hereby agrees to reimburse the Company) for all such amounts theretofore paid (it being understood and agreed that the foregoing agreement by the Indemnitee shall be deemed to satisfy any requirement that the Indemnitee provide the Company with an undertaking to repay any Expense Advance if it is ultimately determined that the Indemnitee is not entitled to indemnification under applicable law). The Indemnitee's undertaking to repay such Expense Advances shall be unsecured and interest-free.

(c) Notwithstanding anything in this Agreement to the contrary, the Indemnitee shall not be entitled to indemnification or advancement of Indemnifiable Expenses pursuant to this Agreement in connection with any Claim initiated by the Indemnitee unless (i) the Company has joined in or WHEREAS, the Board of Directors of the Company (the "Board") has authorized or consented to determined that it is desirable and in the initiation of such Claim or (ii) the Claim is one to enforce the Indemnitee's rights under this Agreement (including an action pursued by the Indemnitee to secure a determination that the Indemnitee should be indemnified under applicable law).

(d) The indemnification obligations best interests of the Company under Section 2(a) to grant to the Grantee restricted stock units ("RSUs") as an incentive for the Grantee to advance the interests of the Company.

NOW, THEREFORE, the parties agree as follows:

1. Notice of Grant; Incorporation of Plan. Pursuant to the Plan and subject to the terms and conditions set forth herein and therein, the Company hereby grants to the Grantee the number of RSUs indicated on the Notice of Grant attached hereto as Annex A, which Notice of Grant is incorporated by reference herein. Unless otherwise provided herein, capitalized terms used herein and set forth in such Notice of Grant shall have the meanings ascribed to them in the Notice of Grant and capitalized terms used herein and set forth in the Plan shall have the meanings ascribed to them in the Plan. The Plan is incorporated by reference and made a part of this Agreement, and this Agreement shall be subject to the condition terms of the Plan, as the Plan may be amended from time to time, and in the event of any conflict between the terms of the Plan and this Agreement, the terms of the Plan govern. The RSUs granted herein constitute an Award within the meaning of the Plan. By accepting the Agreement, the Grantee agrees to be bound by the terms of the Plan and this Agreement and further agrees that all the decisions and determinations of the Board shall be final and binding.

2. Terms of Directors Restricted Stock Units. The grant of RSUs provided in Section 1 hereof shall be subject to the following terms, conditions and restrictions:

(a) No Ownership. Each RSU shall convert into one share of the Company's common stock, \$.01 par value per share (the "Common Stock"). The Grantee shall not possess any incidents of ownership (including, without limitation, dividend and voting rights) in shares of the Common Stock in respect of the RSUs until such RSUs have determined (by majority vote of directors who are not parties vested and been distributed to the applicable Claim) that the indemnification of the Indemnitee is not proper Grantee in the circumstances because the Indemnitee is not entitled to form of shares of Common Stock.

(b) Dividend Equivalents. Should any dividends be indemnified under applicable law. If the Board of Directors determines that the Indemnitee is not entitled to be indemnified in whole or in part under applicable law, the Indemnitee shall have the right to commence litigation in any court in the States of New York or Delaware having subject matter jurisdiction thereof declared and in which venue is proper, seeking an initial determination by the court or challenging any such determination by the Board of Directors or any aspect thereof, including the legal or factual bases therefor, and the Company hereby consents to service of process and to appear in any such proceeding. If the Indemnitee commences legal proceedings in a court of competent jurisdiction to secure a determination that the Indemnitee should be indemnified under applicable law, any

determination made by the Board of Directors that the Indemnatee is not entitled to be indemnified under applicable law shall not be binding, the Indemnatee shall continue to be entitled to receive Expense Advances, and the Indemnatee shall not be required to reimburse the Company for any Expense Advance, until a final judicial determination is made (as to which all rights of appeal therefrom have been exhausted or lapsed) that the Indemnatee is not entitled to be so indemnified under applicable law. Any determination by the Board of Directors otherwise shall be conclusive and binding on the Company and the Indemnatee.

(e) To the extent that the Indemnatee has been successful on the merits or otherwise in defense of any or all Claims relating in whole or in part to an Indemnifiable Event or in defense of any issue or matter therein, including dismissal without prejudice, the Indemnatee shall be indemnified against all Indemnifiable Expenses actually and reasonably incurred in connection therewith, notwithstanding an earlier determination by the Board of Directors that the Indemnatee is not entitled to indemnification under applicable law.

3. Indemnification for Additional Expenses. The Company shall indemnify, or cause the indemnification of, the Indemnatee against any and all Indemnifiable Expenses and, if requested by the Indemnatee, shall advance such Indemnifiable Expenses to the Indemnatee subject to and in accordance with Section 2(b) and (d), which are incurred by the Indemnatee in connection with any action brought by the Indemnatee, the Company or any other Person paid with respect to the Indemnatee's right to: (i) indemnification or an Expense Advance by shares of Common Stock during the period the RSUs are outstanding (i.e., shares of Common Stock issuable under the RSUs are not issued and outstanding for purposes of entitlement to the dividend), the Company under shall credit to a dividend equivalent bookkeeping account (the "Dividend Equivalent Account") the value of the dividends that would have been paid if the outstanding RSUs at the time of the declaration of the dividend were outstanding shares of Common Stock. At the same time that the corresponding RSUs are converted to shares of Common Stock and distributed to the Grantee as set forth in the earliest of Section 2(d), (e) or (f) below, the Company shall pay to the Grantee a lump sum cash payment equal to the value of the dividends credited to the Grantee's Dividend Equivalent Account that correspond to such RSUs; provided, however, that any dividends that were credited to the Grantee's Dividend Equivalent Account that are attributable to RSUs that have been forfeited as provided in this Agreement shall be forfeited and not payable to the Grantee. No interest shall accrue on any dividend equivalents credited to the Grantee's Dividend Equivalent Account.

(c) Transfer of RSUs. The RSUs may not be sold, assigned, transferred, pledged, hypothecated or any provision otherwise disposed of, except by will or the laws of descent and distribution. Any attempt to transfer RSUs in contravention of this Section is void ab initio. RSUs shall not be subject to execution, attachment or other process.

(d) Vesting and Conversion of RSUs. Subject to Sections 2(e) and 2(f), the RSUs shall vest on the first to occur of (i) the first anniversary of the Company's Certificate Grant Date, and (ii) the date immediately prior to the next Annual Meeting of Incorporation and/or By-Laws and/or (ii) recovery under any directors' Stockholders

following the Grant Date (the earlier of such dates being the "Specified Date"), and officers' liability insurance policies maintained by shall be converted into an equivalent number of shares of Common Stock that will be immediately distributed to the Grantee within 30 days following the Specified Date.

(e) Separation from Service.

(i) If the Grantee separates from service with the Company regardless prior to the Specified Date for any reason other than death, disability or Cause, then the Grantee shall forfeit all RSUs which have not yet become vested as of whether the Indemnatee ultimately is determined to be entitled to such indemnification, Expense Advance or insurance recovery, as date the case may be; provided that Grantee separated from service with the Indemnatee shall be required to reimburse such Indemnifiable Expenses in Company.

(ii) In the event that a final judicial determination is made (as to which all rights of appeal therefrom have been exhausted or lapsed) that such action brought by the Indemnitee, or the defense by the Indemnitee of an action brought by Grantee separates from service with the Company prior to the Specified Date because of the Grantee's death or any other Person, as applicable, was frivolous or in bad faith.

4. Partial Indemnity, Etc. If disability, all RSUs shall vest, be converted into an equivalent number of shares of Common Stock and, subject to Section 2(g), be distributed to the Indemnitee is entitled under any provision Grantee within 30 days of this Agreement to indemnification by the date of such separation from service.

(iii) In the event the Grantee separates from service with the Company for some Cause, then the Grantee shall forfeit all RSUs, whether or a portion of the Indemnifiable Expenses in respect of a Claim but not however, vested.

(iv) "Separation from service" (and variations thereof) shall, for all of the total amount thereof, the Company shall nevertheless indemnify the Indemnitee for the portion thereof to which the Indemnitee is entitled.

5. Burden of Proof. In connection with any determination by the Board of Directors, any court or otherwise as to whether the Indemnitee is entitled to be indemnified hereunder, the Board of Directors or court shall presume that the Indemnitee has satisfied the applicable standard of conduct and is entitled to indemnification, and the burden of proof shall be on the Company or its representative to establish, by clear and convincing evidence, that the Indemnitee is not so entitled.

6. Reliance as Safe Harbor. The Indemnitee shall be entitled to indemnification for any action or omission to act undertaken (a) in good faith reliance upon the records of the Company, including its financial statements, or upon information, opinions, reports or statements furnished to the Indemnitee by the officers or employees of the Company or any of its subsidiaries in the course of their duties, or by committees of the Board of Directors, or by any other Person as to matters the Indemnitee reasonably believes are within such other Person's professional or expert competence, or (b) on behalf of the Company in furtherance of the interests of the Company in good faith in reliance upon, and in accordance with, the advice of legal counsel or accountants, provided such legal counsel or accountants were selected with reasonable care by or on behalf of the Company. In addition, the knowledge and/or actions, or failures to act, of any director, officer, agent or employee of the Company shall not be imputed to the Indemnitee for purposes of determining the right to indemnity hereunder.

7. No Other Presumptions. For purposes of this Agreement, have the termination of any claim, action, suit or proceeding, by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of nolo contendere or its equivalent, shall not create a presumption that the Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law. In addition, neither the failure meaning given in Section 1.409A-1(h) of the Board Treasury Regulations (or any successor provision).

(f) Change in Control. In the event of Directors

to have made a determination as to whether the Indemnitee has met any particular standard of conduct or had any particular belief, nor an actual determination by the Board of Directors that the Indemnitee has not met such standard of conduct or did not have such belief, Change in Control (as defined below) prior to the commencement occurrence of legal proceedings by the Indemnitee Specified Date and separation from service, all RSUs shall immediately vest, and shall be converted into shares of Common Stock and be distributed to secure the Grantee within 30 days of the date of the Change in Control.

(g) Specified Employee. Notwithstanding anything in Section 2(e) to the contrary, if the Grantee is a judicial determination "specified employee" within the meaning of Treasury Regulation 1.409A-1(i) as of the date of his or her separation from service with the Company, then no RSUs convertible on account of the Grantee's separation from service that constitute deferred compensation subject to section 409A of the Indemnitee should Internal Revenue Code

of 1986, as amended, shall be indemnified converted into shares of Common Stock or distributed to the Grantee until the earlier of (i) the date which is six months after the date of the Grantee's separation from service and (ii) the date of the Grantee's death.

3. Taxes. The Grantee shall pay to the Company promptly upon request any taxes the Company reasonably determines it is required to withhold under applicable law tax laws with respect to the RSUs. Such payment shall be a defense to the Indemnitee's claim or create a presumption that the Indemnitee has not met any particular standard of conduct or did not have any particular belief.

8. Non-exclusivity, Etc. The rights made as provided in Section VIII(f) of the Indemnitee hereunder Plan.

4. No Right to Continued Service as Director. Nothing contained herein shall be in addition deemed to confer upon the Grantee any other rights right to continue to serve as a member of the Indemnitee may have under the Company's Certificate Board.

5. Miscellaneous

(a). Governing Law/Jurisdiction/Resolution of Incorporation Disputes. This Agreement shall be governed by and By-Laws, construed according to the laws of the State of Delaware, USA without regard to the conflicts of laws provisions thereof. Any disputes arising under or otherwise. To the extent that a change in Delaware law or the interpretation thereof (whether by statute or judicial decision) permits greater indemnification by agreement than would be afforded currently under the Company's Certificate of Incorporation and By-Laws, it is the intent of the parties hereto that the Indemnitee shall enjoy by connection with this Agreement the greater benefits so afforded shall be resolved by such change. To the extent that there is binding arbitration before a conflict or inconsistency between the terms of this Agreement and the Company's Certificate of Incorporation or By-Laws, it is the intent of the parties hereto that the Indemnitee shall enjoy the greater benefits regardless of whether contained herein, single arbitrator, to be held in the Company's Certificate state of Incorporation or By-Laws. No amendment or alteration of the Company's Certificate of Incorporation or By-Laws or any other agreement shall adversely affect the rights provided to Indemnitee under this Agreement.

9. Liability Insurance. The Company shall use its reasonable best efforts to purchase and maintain a policy or policies of insurance with reputable insurance companies with A.M. Best ratings of "A" or better, providing Indemnitee with coverage for any liability asserted against, or incurred by, Indemnitee or on Indemnitee's behalf by reason of the fact that Indemnitee is or was or has agreed to serve as a director, officer, employee or agent of the Company, or while serving as a director or officer of the Company, is or was serving or has agreed to serve on behalf of or at the request of the Company as a director, officer, employee or agent (which, for purposes hereof, shall include a trustee, fiduciary, partner or manager or similar capacity) of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, or arising out of Indemnitee's status as such, whether or not the Company would have the power to indemnify Indemnitee against such liability under the provisions of this Agreement. Such insurance policies shall have coverage terms and policy limits at least as favorable to Indemnitee as the insurance coverage provided to any other director or officer of the Company. If the Company has such insurance in effect at the time the Company receives from Indemnitee any notice of the commencement of an action, suit or proceeding, the Company shall give prompt notice of the commencement of such action, suit or proceeding to the insurers Connecticut, USA in accordance with the commercial rules and procedures set forth of the American Arbitration Association. Judgment upon the award rendered by the arbitrator shall be final and subject to appeal only to the extent permitted by law. Each party shall bear such party's own expenses incurred in connection with any arbitration; provided, however, that the cost of the arbitration, including without limitation, reasonable attorneys' fees of the Grantee, shall be borne by the Company in the policy. The event the Grantee is the prevailing party in the arbitration. Anything to the contrary notwithstanding, each party hereto has the right to proceed with a court action for injunctive relief or relief from violations of law not within the jurisdiction of an arbitrator. If any costs of the arbitration borne by the Company in accordance herewith would constitute compensation to the Grantee for United States federal income tax purposes, then the amount of

any such costs reimbursed to the Grantee in one taxable year shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result not affect the amount of such proceeding costs reimbursable to the Grantee in accordance with any other taxable year, the terms Grantee's right to reimbursement of any such policy costs shall not be subject to liquidation or exchange for any other benefit, and the reimbursement of any such costs incurred by the Grantee shall be made as soon as administratively practicable, but in any event within ten (10) days, after the date the Grantee is determined to be the prevailing party in the arbitration. The Grantee shall be responsible for submitting claims for reimbursement in a timely manner to enable payment within the timeframe provided herein.

10. (b) Period of Limitations Notices. No legal action shall be brought and no cause of action shall be asserted by Any notice required or in the right of the Company against the Indemnitee, the Indemnitee's spouse, heirs, executors or personal or legal representatives after the expiration of two years from the date of accrual of such cause of action, and any claim or cause of action of the Company shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such two-year period; provided, however, that if any shorter period of limitations is otherwise applicable to any such cause of action such shorter period shall govern.

11. Amendments, Etc. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of permitted under this Agreement shall be deemed given when delivered personally, or shall constitute a waiver of any other provisions hereof (whether when mailed by United States certified or not similar) nor shall such waiver constitute a continuing waiver. In registered mail, return receipt requested, postage prepaid, addressed, as appropriate, to the event Grantee at the last address specified in Grantee's records with the Company, or any of its subsidiaries enters into an indemnification agreement with another director, officer, agent, fiduciary or manager of the Company or any of its subsidiaries containing a term or terms more favorable to the indemnitee than the terms contained herein (as determined by the Indemnitee), the Indemnitee shall be afforded the benefit of such more favorable term or terms and such more favorable term or terms shall be deemed incorporated by reference herein as if set forth in full herein. As promptly as practicable following the execution by the Company or the relevant subsidiary of each indemnity agreement with any such other director, officer or manager (i) address as the Company shall send a copy of the indemnity agreement to the Indemnitee, and (ii) if requested

by the Indemnitee, the Company shall prepare, execute and deliver to the Indemnitee an amendment to this Agreement containing such more favorable term or terms.

12. Subrogation. Subject to Section 13, Grantee may designate in the event of payment by the Company under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee with respect to any insurance policy. Indemnitee shall execute all papers reasonably required and shall do everything that may be reasonably necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights. The Company shall pay or reimburse all expenses actually and reasonably incurred by Indemnitee in connection with such subrogation.

13. Jointly Indemnifiable Claims. Given that certain Jointly Indemnifiable Claims may arise due to the relationship between the Indemnitee-Related Entities and the Company and the service of the Indemnitee as a director and/or officer of the Company at the request of the Indemnitee-Related Entities, the Company acknowledges and agrees that the Company shall be fully and primarily responsible for the payment to the Indemnitee in respect of indemnification and advancement of expenses in connection with any such Jointly Indemnifiable Claim, pursuant to and in accordance with the terms of this Agreement, irrespective of any right of recovery the Indemnitee may have from the Indemnitee-Related Entities. Under no circumstance shall the Company be entitled to any right of subrogation or contribution by the Indemnitee-Related Entities and no right of recovery the Indemnitee may have from the Indemnitee-Related Entities shall reduce or otherwise alter the rights of the Indemnitee or the obligations of the Company hereunder. In the event that any of the Indemnitee-Related Entities shall make any payment to the Indemnitee in respect of indemnification or advancement of expenses with respect to any Jointly Indemnifiable Claim, the Indemnitee-Related Entity making such payment shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee against the Company, and the Indemnitee shall execute all papers reasonably required and shall do all things that may be reasonably

necessary to secure such rights, including the execution of such documents as may be necessary to enable the Indemnitee-Related Entities effectively to bring suit to enforce such rights. Each of the Indemnitee-Related Entities shall be third-party beneficiaries with respect to this Paragraph 13, entitled to enforce this Paragraph 13 against the Company as though each such Indemnitee-Related Entity were a party to this Agreement.

14. **No Duplication of Payments.** Subject to Paragraph 13 hereof, the Company shall not be liable under this Agreement to make any payment in connection with any Claim made against the Indemnitee to the extent the Indemnitee has otherwise actually received payment (under any insurance policy, any provision of the Company's Certificate of Incorporation and By-Laws, or otherwise) of the amounts otherwise indemnifiable hereunder.

15. **Defense of Claims.** The Company shall be entitled to participate in the defense of any Claim relating to an Indemnifiable Event or to assume the defense thereof, with counsel reasonably satisfactory to the Indemnitee; provided that if the Indemnitee believes, after consultation with counsel selected by the Indemnitee, that (i) the use of counsel chosen by the Company to represent the Indemnitee would present such counsel with an actual or potential conflict of interest, (ii) the named parties in any such Claim (including any impleaded parties) include the Company or any subsidiary of the Company and the Indemnitee and the Indemnitee concludes that there may be one or more legal defenses available to him that are different from or in addition to those available writing to the Company, or any subsidiary of to the Company, Attention: Corporate Secretary, or (iii) any such representation by such counsel would be precluded under other address as the applicable standards of professional conduct then prevailing, then the Indemnitee shall be entitled to retain separate counsel (but not more than one law firm plus, if applicable, local counsel Company may designate in respect of any particular Claim) at the Company's expense. The Company shall not be liable writing to the Indemnitee under this Agreement for any amounts paid in settlement of any Claim relating to an Indemnifiable Event effected without the Company's prior written consent. The Company shall not, without the prior written consent of the Indemnitee, effect any settlement of any Claim relating to an Indemnifiable Event which the Indemnitee is or could have been a party unless such settlement solely involves the payment of money and includes a complete and unconditional release of the Indemnitee from all liability on all claims that are the subject matter of such Claim. Neither the Company nor the Indemnitee shall unreasonably withhold its or his consent to any proposed settlement; provided that the Indemnitee may withhold consent to any settlement that does not provide a complete and unconditional

release of the Indemnitee. To the fullest extent permitted by Delaware law, the Company's assumption of the defense of a Claim pursuant to this Section 15 will constitute an irrevocable acknowledgement by the Company that any Indemnifiable Expenses incurred by or for the account of Indemnitee incurred in connection therewith are indemnifiable by the Company under Section 2 of this Agreement.

16. **Binding Effect, Etc.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives. The Company shall require and cause any successor(s) (whether directly or indirectly, whether in one or a series of transactions, and whether by purchase, merger, consolidation, or otherwise) to all or a significant portion of the business and/or assets of the Company and/or its subsidiaries (on a consolidated basis), by written agreement in form and substance satisfactory to the Indemnitee and his or her counsel, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place; provided that no such assumption shall relieve the Company from its obligations hereunder and any obligations shall thereafter be joint and several. This Agreement shall continue in effect regardless of whether the Indemnitee continues to serve as a director or officer of the Company and/or on behalf of or at the request of the Company as a director, officer, employee or agent (which, for purposes hereof, shall include a trustee, fiduciary, partner or manager or similar capacity) of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise. Neither this Agreement nor any duties or responsibilities pursuant hereto may be assigned by the Company to any other person or entity without the prior written consent of the Indemnitee. Grantee.

17. (c) Security Failure to Enforce Not a Waiver. To the extent requested by the Indemnitee, the Company shall The failure of either party hereto to enforce at any time and from time to time provide security to the Indemnitee for the obligations of the Company hereunder through an irrevocable bank line of credit, funded trust or other collateral or by other means. Any such security, once provided to the Indemnitee, may not be revoked or released without the prior written consent of such Indemnitee.

18. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever, (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable and to give effect to the terms of this Agreement.

19. Specific Performance, Etc. The parties recognize that if any provision of this Agreement is violated by the parties hereto, the Indemnitee may shall in no way be without an adequate remedy at law. Accordingly, in the event construed to be a waiver of such provision or of any such violation, the Indemnitee shall be entitled, if the Indemnitee so elects, to institute proceedings, either in law or at equity, to obtain damages, to enforce specific performance, to enjoin such violation, or to obtain any relief or any combination of the foregoing as the Indemnitee may elect to pursue. other provision hereof.

20. Notices. All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if contained in a written document delivered in person or sent by facsimile, nationally recognized overnight courier or personal delivery, addressed to such party at the address set forth below or such other address as may hereafter be designated on the signature pages of this Agreement or in writing by such party to the other parties:

(a) If to the Company, to:

Hexcel Corporation
281 Tresser Blvd.
Stamford, CT 06901
Attn: General Counsel
Tel: 203 352 6841
Fax: 203 358 3972

(b) If to the Indemnitee, to the address set forth on Annex A.

All such notices, requests, consents and other communications shall be deemed to have been given or made if and when received (including by overnight courier) by the parties at the above addresses or sent by electronic transmission, with confirmation received, to the telecopy numbers specified above (or at such other address or telecopy number for a party as shall be specified by like notice). Any notice delivered by any party hereto to any other party hereto shall also be delivered to each other party hereto simultaneously with delivery to the first party receiving such notice.

21. (d) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute represent one and the same agreement. Only one

(e) Modifications; Entire Agreement; Headings. Subject to Section 6(b), any amendment to this Agreement must be in writing and, in the case of any amendment that adversely affects the Grantee's rights hereunder, such counterpart signed writing must be executed by the party against whom enforceability Grantee. This Agreement and the Plan contain the entire agreement between the parties relating to the subject matter hereof. This Agreement inures to

the benefit of, and is sought needs to be produced to evidence binding upon, the existence of this Agreement. Company and its successors-in-interest and its assigns, and the Grantee, the Grantee's heirs, executors, administrators and legal representatives. The section headings herein are intended for reference only and shall not affect the interpretation hereof.

22. (f) Headings Severability. The headings of the sections and paragraphs provisions of this Agreement are inserted severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

6. Section 409A.

(a) It is intended that this Agreement comply in all respects with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended and the applicable Treasury Regulations and other generally applicable guidance issued thereunder (collectively, the "Applicable Regulations"), and this Agreement shall be interpreted for convenience all purposes in accordance with this intent.

(b) Notwithstanding any term or provision of this Agreement (including any term or provision of the Plan incorporated herein by reference), the parties hereto agree that, from time to time, the Company may, without prior notice to or consent of the Grantee, amend this Agreement to the extent determined by the Company, in the exercise of its discretion in good faith, to be necessary or advisable to prevent the premature inclusion in the Grantee's gross income pursuant to the Applicable Regulations of any compensation intended to be deferred hereunder. The Company shall notify the Grantee as soon as reasonably practicable of any such amendment affecting the Grantee.

(c) In the event that the amounts payable under this Agreement are subject to any taxes, penalties or interest under the Applicable Regulations, the Grantee shall be solely liable for the payment of any such taxes, penalties or interest. Although the Company intends to administer the Plan and this Agreement to prevent adverse taxation under the Applicable Regulations, the Company does not represent nor warrant that the Plan or this Agreement complies with any provision of federal, state, local or other tax law.

(d) Except as otherwise specifically provided herein, the time for distribution of the RSUs as provided in Section 2 shall not be accelerated or delayed for any reason, unless to the extent necessary to comply with or permitted under the Applicable Regulations. Further, for the avoidance of doubt, unless an election is made in accordance with the Applicable Regulations, the Grantee shall not have the right to designate the taxable year in which the RSUs shall convert into an equivalent number of shares of Common Stock and be delivered to the Grantee.

7. Definitions. For purposes of this Agreement:

- (i) "Affiliate" of any Person shall mean any other Person that directly or indirectly, through one or more intermediate Controls, is Controlled by, or is under common Control with, such first Person. The term "Control" shall have meaning specified in Rule 12b-2 under the Exchange Act.
- (ii) "Beneficial Owner" (and variants thereof) shall have the meaning given in Rule 13d-3 promulgated under Exchange Act and, only to the extent such meaning is more restrictive than the meaning given in Rule 13d-3 meaning determined in accordance with Section 318(a) of the Code.
- (iii) A director will be deemed to separate from service with the Company for "Cause" if such separation is due to fraud, dishonesty or intentional misrepresentation in connection with his duties as a Director or his embezzlement, misappropriation or conversion of assets or opportunities of the Company or any Subsidiary.
- (iv) "Change in Control" shall mean any of the following events:

(1) any Person is or becomes the Beneficial Owner, directly or indirectly, of more than 50% of either (A) the combined fair market value of the then outstanding stock of the Company (the "Total Fair Market Value") or (B) the combined voting power of the then outstanding securities entitled to vote generally in the election of directors of the Company (the "Total Voting Power"); excluding, however, the following: (a) any acquisition by the Company or any of its

Controlled Affiliates, (b) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any of its Controlled Affiliates, (c) any Person who becomes such a Beneficial Owner in connection with a transaction described in the exclusion within paragraph (4) below and (d) any acquisition of additional stock or securities by a Person who owns more than 50% of the Total Fair Market Value or Total Voting Power of the Company immediately prior to such acquisition; or

(2) any Person is or becomes the Beneficial Owner, directly or Indirectly, of securities of the Company that, together with any securities acquired directly or indirectly by such Person within the immediately preceding twelve-consecutive month period, represent 40% or more of the Total Voting Power of the Company; excluding, however, any acquisition described in subclauses (a) through (d) of subsection (1) above; or

(3) a change in the composition of the Board such that the individuals who, as of the effective date of this Agreement, constitute the Board (such individuals shall be hereinafter referred to as the "Incumbent Directors") cease for any reason to constitute at least a majority of the Board; provided, however, for purposes of this definition, that any individual who becomes a director subsequent to such effective date, whose election, or nomination for election by the Company's stockholders, was made or approved by a vote of at least a majority of the Incumbent Directors (or directors whose election or nomination for election was previously so approved) shall be considered an Incumbent Director; but, provided, further, that any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a person or legal entity other than the Board shall not be considered an Incumbent Director; provided finally, however, that, as of any time, any member of the Board who has been a director for at least twelve consecutive months immediately prior to such time shall be considered an Incumbent Director for purposes of this definition, other than for the purpose of the first proviso of this definition; or

(4) there is consummated a merger or consolidation of the Company or any direct or indirect Subsidiary of the Company or a sale or other disposition of all or substantially all of the assets of the Company ("Corporate Transaction"); excluding, however, such a Corporate Transaction (A) pursuant to which all or substantially all of the individuals and entities who are the Beneficial Owners, respectively, of the outstanding Common Stock of the Company and Total Voting Power immediately prior to such Corporate Transaction will Beneficially Own, directly or indirectly, more than 50%, respectively, of the outstanding common stock and the combined voting power of the then outstanding common stock and the combined voting power of the then outstanding securities entitled to vote generally in the election of directors of the company resulting from such Corporate Transaction (including, without limitation, a company which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Corporate Transaction of the Outstanding Common Stock and Total Voting Power, as the case may be, and (B) immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the company resulting from such Corporate Transaction (including, without limitation, a company which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries);

provided, however, that notwithstanding anything to the contrary in subsections (1) through (4) above, an event which does not constitute a change in the ownership of the Company, a change in the effective control of the Company, or a change in the ownership of a substantial portion of the assets of the Company, each as defined in Section 1.409A-3(i)(5)

of the Treasury Regulations (or any successor provision), shall not be considered a Change in Control for purposes of this Agreement.

(V) "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) of the Exchange Act and, only to the extent such meaning is more restrictive than the meaning given in Section 3(a)(9) of the Exchange Act (as modified as above), the meaning determined in accordance with

Sections 1.409A-3(i)(5)(v)(B), (vi)(D) or (vii)(C) of the Treasury Regulations (or any successor provisions), as applicable.

(VI) "Subsidiary" shall mean any "subsidiary" of the Company within the meaning of Rule 405 under the Securities Act.

Annex A

NOTICE OF GRANT

RESTRICTED STOCK UNIT AGREEMENT

HEXCEL CORPORATION 2013 INCENTIVE STOCK PLAN

The following member of the Board of Directors of Hexcel Corporation, a Delaware corporation, has been granted Restricted Stock Units in accordance with the terms of this Notice of Grant and the Restricted Stock Unit Agreement to which this Notice of Grant is attached.

The terms below shall have the meanings ascribed to them below when used in the Restricted Stock Unit Agreement.

Grantee	Participant Name
Grant Date	Grant Date
Aggregate Number of RSUs	Number of Awards Granted
Granted	

IN WITNESS WHEREOF, the parties hereby agree to the terms of this Notice of Grant and the Restricted Stock Unit Agreement to which this Notice of Grant is attached and execute this Notice of Grant and Restricted Stock Unit Agreement as of the Grant Date.

HEXCEL CORPORATION

Grantee

By:

Gail E. Lehman

Executive Vice President, General Counsel and Secretary

Exhibit 10.39

RESTRICTED STOCK UNIT AGREEMENT

for

Non-Employee Directors

RESTRICTED STOCK UNIT AGREEMENT (this "Agreement"), dated as of the Grant Date, by and between the Grantee identified on Annex A hereto and Hexcel Corporation (the "Company").

WITNESSETH:

WHEREAS, the Company has adopted the Hexcel Corporation 2013 Incentive Stock Plan (the "Plan");

WHEREAS, the Board of Directors of the Company (the "Board") has determined that it is desirable and in the best interests of the Company to grant to the Grantee restricted stock units ("RSUs") as an incentive for the Grantee to advance the interests of the Company; and

WHEREAS, the Grantee previously made an election to receive the Grantee's 2023 annual director grant at the time described herein.

NOW, THEREFORE, the parties agree as follows:

1. **Notice of Grant; Incorporation of Plan.** Pursuant to the Plan and subject to the terms and conditions set forth herein therein, the Company hereby grants to the Grantee the number of RSUs indicated on the Notice of Grant attached heret Annex A, which Notice of Grant is incorporated by reference herein. Unless otherwise provided herein, capitalized terms herein and set forth in such Notice of Grant shall have the meanings ascribed to them in the Notice of Grant and capital terms used herein and set forth in the Plan shall have the meanings ascribed to them in the Plan. The Plan is incorporate reference and made a part of this Agreement, and this Agreement shall be subject to the terms of the Plan, as the Plan be amended from time to time, and in the event of any conflict between the terms of the Plan and this Agreement, the t of the Plan govern. The RSUs granted herein constitute an Award within the meaning of the Plan. By accepting Agreement, the Grantee agrees to be bound by the terms of the Plan and this Agreement and further agrees that al decisions and determinations of the Board shall be final and binding.
2. **Terms of Restricted Stock Units.** The grant of RSUs provided in Section 1 hereof shall be subject to the following te conditions and restrictions:
 - (a) **No Ownership.** Each RSU shall convert into one share of the Company's common stock, \$.01 par value per share (the "Common Stock"). The Grantee shall not possess any incidents of ownership (including, without limitation, dividend and voting rights) in shares of the Common Stock in respect of the RSUs until such RSUs have vested and been distributed to the Grantee in the form of shares of Common Stock.
 - (b) **Dividend Equivalents.** Should any dividends be declared and paid with respect to the shares of Common Stock during the period the RSUs are outstanding (i.e., shares of Common Stock issuable under the RSUs are not issued and outstanding for purposes of entitlement to the dividend), the Company shall credit to a dividend equivalent bookkeeping account (the "Dividend Equivalent Account") the value of the dividends that would have been paid if the outstanding RSUs at the time of the declaration of the dividend were outstanding shares of Common Stock. At the same time that the corresponding RSUs are converted to shares of Common Stock and distributed to the Grantee as set forth in the earliest of Section 2(g) below, the Company shall pay to the Grantee a lump sum cash payment equal to the value of the dividends credited to the Grantee's Dividend Equivalent Account that correspond to such RSUs; provided, however, that any dividends that were credited to the Grantee's Dividend Equivalent Account that are attributable to RSUs that have been forfeited as provided in this Agreement shall be forfeited and not payable to the Grantee. No interest shall accrue on any dividend equivalents credited to the Grantee's Dividend Equivalent Account.
 - (c) **Transfer of RSUs.** The RSUs may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of, except by will or the laws of descent and distribution. Any attempt to transfer RSUs in contravention of this Section is void ab initio. RSUs shall not be subject to execution, attachment or other process.
- (d) **Vesting of RSUs.** Subject to Sections 2(e) and 2(f), the RSUs shall vest on the first to occur of (i) the first anniversary of the Grant Date, and (ii) the date immediately prior to the next Annual Meeting of Stockholders following the Grant Date

(the earlier of such dates being the "Specified Date"), and shall be converted into an equivalent number of shares of Common Stock at the time provided in Section 2(g).

(e) Separation from Service.

(i) If the Grantee separates from service with the Company prior to the Specified Date for any reason other than death, disability or Cause, then the Grantee shall forfeit all RSUs which have not yet become vested as of the date the Grantee separated from service with the Company.

(ii) In the event the Grantee separates from service with the Company prior to the Specified Date because of the Grantee's death or disability, all RSUs shall vest, be converted into an equivalent number of shares of Common Stock and be distributed to the Grantee at the time provided in Section 2(g) below.

(iii) In the event the Grantee separates from service with the Company for Cause, then the Grantee shall forfeit all RSUs, whether or not vested.

(f) Change in Control. In the event of a Change in Control (as defined below) prior to the occurrence of the Specified Date and separation from service, all RSUs shall immediately vest, and shall be converted into shares of Common Stock and be distributed to the Grantee at the time provided in Section 2(g) below.

(g) Conversion of RSUs. Subject to Section 2(h) below, vested RSUs shall be converted into shares of Common Stock and be distributed to the Grantee within 30 days following the earlier of (i) "separation from service" or (ii) Change in Control. "Separation from service" (and variations thereof) shall, for all purposes of this Agreement, have the meaning given in Section 1.409A-1(h) of the Treasury Regulations (or any successor provision).

(h) Specified Employee. Notwithstanding anything in Section 2(g) to the contrary, if the Grantee is a "specified employee" within the meaning of Treasury Regulation 1.409A-1(i) as of the date of his or her separation from service with the Company, then no RSUs convertible on account of the Grantee's separation from service that constitute deferred compensation subject to section 409A of the Internal Revenue Code of 1986, as amended, shall be converted into shares of Common Stock or distributed to the Grantee until the earlier of (i) the date which is six months after the date of the Grantee's separation from service and (ii) the date of the Grantee's death.

3. Taxes. The Grantee shall pay to the Company promptly upon request any taxes the Company reasonably determines required to withhold under applicable tax laws with respect to the RSUs. Such payment shall be made as provided in Section VIII(f) of the Plan.

4. No Right to Continued Service as Director. Nothing contained herein shall be deemed to confer upon the Grantee any right to continue to serve as a member of the Board.

5. Miscellaneous

1. Governing Law/Jurisdiction/Resolution of Disputes. This Agreement shall be governed by and construed according to the laws of the State of Delaware, USA without regard to the conflicts of laws provisions thereof. Any disputes arising under or in connection with this Agreement shall be resolved by binding arbitration before a single arbitrator, to be held in the state of Connecticut, USA in accordance with the commercial rules and procedures of the American Arbitration Association.

Judgment upon the award rendered by the arbitrator shall be final and subject to appeal only to the extent permitted by law. Each party shall bear such party's own expenses incurred in connection with any arbitration; provided, however, that the cost of the arbitration, including without limitation, reasonable attorneys' fees of the Grantee, shall be borne by the Company in the event the Grantee is the prevailing party in the arbitration. Anything to the contrary notwithstanding, each party hereto has the right to proceed with a court action for injunctive relief or relief from violations of law not within the jurisdiction of an arbitrator.

If any costs of the arbitration borne by the Company in accordance herewith would constitute compensation to the Grantee for United States federal income tax purposes, then the amount of any such costs reimbursed to the Grantee in one taxable year shall not affect the amount of such costs reimbursable to the Grantee in any other taxable year, the Grantee's right to reimbursement of any such costs shall not be subject to liquidation or exchange for any other benefit, and the reimbursement of any such costs incurred by the Grantee shall be made as soon as administratively practicable, but in any event within ten (10) days, after the date the Grantee is determined to be the prevailing party in the arbitration. The Grantee shall be responsible for submitting claims for reimbursement in a timely manner to enable payment within the timeframe provided herein.

2. **Notices.** Any notice required or permitted under this Agreement shall be deemed given when delivered personally, or via e-mail by United States certified or registered mail, return receipt requested, postage prepaid, addressed, as appropriate, to the Grantee at the last address specified in Grantee's records with the Company, or such other address as the Grantee designates in writing to the Company, or to the Company, Attention: Corporate Secretary, or such other address as the Company may designate in writing to the Grantee.
3. **Failure to Enforce Not a Waiver.** The failure of either party hereto to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
4. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which together shall represent one and the same agreement.
5. **Modifications; Entire Agreement; Headings.** Subject to Section 6(b), any amendment to this Agreement must be in writing and, in the case of any amendment that adversely affects the Grantee's rights hereunder, such writing must be executed by the Grantee. This Agreement and the Plan contain the entire agreement between the parties relating to the subject matter hereof. This Agreement inures to the benefit of, and is binding upon, the Company and its successors-in-interest and assigns, and the Grantee, the Grantee's heirs, executors, administrators and legal representatives. The section headings herein are intended for reference only and shall not affect the interpretation hereof.
6. **Severability.** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.
6. **Section 409A.**
 1. It is intended that this Agreement comply in all respects with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended and the applicable Treasury Regulations and other generally applicable guidance issued thereunder (collectively, the "Applicable Regulations"), and this Agreement shall be interpreted for all purposes in accordance with such intent.
 2. Notwithstanding any term or provision of this Agreement (including any term or provision of the Plan incorporated herein by reference), the parties hereto agree that, from time to time, the Company may, without prior notice to or consent of the Grantee, amend this Agreement to the extent determined by the Company, in the exercise of its discretion in good faith, to be necessary or advisable to prevent the premature inclusion in the Grantee's gross income pursuant to the Applicable Regulations of any compensation intended to be deferred hereunder. The Company shall notify the Grantee as soon as reasonably practicable of any such amendment affecting the Grantee.
 3. In the event that the amounts payable under this Agreement are subject to any taxes, penalties or interest under the Applicable Regulations, the Grantee shall be solely liable for the payment of any such taxes, penalties or interest. Although the Company intends to administer the Plan and this Agreement to prevent adverse taxation under the Applicable Regulations, the Company does not represent nor warrant that the Plan or this Agreement complies with any provision of federal, state, local or other tax law.
 4. Except as otherwise specifically provided herein, the time for distribution of the RSUs as provided in Section 2 shall not be accelerated or delayed for any reason, unless to the extent necessary to comply with or permitted under the Applicable

Regulations. Further, for the avoidance of doubt, unless an election is made in accordance with the Applicable Regulations,

the Grantee shall not have the right to designate the taxable year in which the RSUs shall convert into an equivalent number of shares of Common Stock and be delivered to the Grantee.

7. Definitions. For purposes of this Agreement:

1. "Affiliate" of any Person shall mean any other Person that directly or indirectly, through one or more intermediaries, Control is Controlled by, or is under common Control with, such first Person. The term "Control" shall have the meaning specified in Rule 12b-2 under the Exchange Act.
2. "Beneficial Owner" (and variants thereof) shall have the meaning given in Rule 13d-3 promulgated under the Exchange Act, and, only to the extent such meaning is more restrictive than the meaning given in Rule 13d-3, the meaning determined in accordance with Section 318(a) of the Code.
3. A director will be deemed to have separated from service with the Company for "Cause" if such separation is due to his fraud, dishonesty or intentional misrepresentation in connection with his duties as a Director or his embezzlement, misappropriation or conversion of assets or opportunities of the Company or any Subsidiary.

(IV) "Change in Control" shall mean any of the following events:

- (1) any Person is or becomes the Beneficial Owner, directly or indirectly, of more than 50% of either (A) the combined fair market value of the then outstanding stock of the Company (the "Total Fair Market Value") or (B) the combined voting power of the then outstanding securities entitled to vote generally in the election of directors of the Company (the "Total Voting Power"); excluding, however, the following: (a) any acquisition by the Company or any of its Controlled Affiliates, (b) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any of its Controlled Affiliates, (c) any Person who becomes such a Beneficial Owner in connection with a transaction described in the exclusion within paragraph (4) below and (d) any acquisition of additional stock or securities by a Person who owns more than 50% of the Total Fair Market Value or Total Voting Power of the Company immediately prior to such acquisition; or
- (2) any Person is or becomes the Beneficial Owner, directly or Indirectly, of securities of the Company that, together with any securities acquired directly or indirectly by such Person within the immediately preceding twelve-consecutive month period, represent 40% or more of the Total Voting Power of the Company; excluding, however, any acquisition described in subclauses (a) through (d) of subsection (1) above; or
- (3) a change in the composition of the Board such that the individuals who, as of the effective date of this Agreement, constitute the Board (such individuals shall be hereinafter referred to as the "Incumbent Directors") cease for any reason to constitute at least a majority of the Board; provided, however, for purposes of this definition, that any individual who becomes a director subsequent to such effective date, whose election, or nomination for election by the Company's stockholders, was made or approved by a vote of at least a majority of the Incumbent Directors (or directors whose election or nomination for election was previously so approved) shall be considered an Incumbent Director; but, provided, further, that any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a person or legal entity other than the Board shall not be considered an Incumbent Director; provided finally, however, that, as of any time, any member of the Board who has been a director for at least twelve consecutive months immediately prior to such time shall be considered an Incumbent Director for purposes of this definition, other than for the purpose of the first proviso of this definition; or

(4) there is consummated a merger or consolidation of the Company or any direct or indirect Subsidiary of the Company or a sale or other disposition of all or substantially all of the assets of the Company (“Corporate Transaction”); excluding, however, such a Corporate Transaction (A) pursuant to which all or substantially all of the individuals and entities who are the Beneficial Owners, respectively, of the outstanding Common Stock of the Company and Total Voting Power

immediately prior to such Corporate Transaction will Beneficially Own, directly or indirectly, more than 50%, respectively, of the outstanding common stock and the combined voting power of the then outstanding common stock and the combined voting power of the then outstanding securities entitled to vote generally in the election of directors of the company resulting from such Corporate Transaction (including, without limitation, a company which as a result of such transaction owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Corporate Transaction of the Outstanding Common Stock and Total Voting Power, as the case may be, and (B) immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the company resulting from such Corporate Transaction (including, without limitation, a company which as a result of such transaction owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries);

provided, however, that notwithstanding anything to the contrary in subsections (1) through (4) above, an event which does not constitute a change in the ownership of the Company, a change in the effective control of the Company, or a change in the ownership of a substantial portion of the assets of the Company, each as defined in Section 1.409A-3(i)(5) of the Treasury Regulations (or any successor provision), shall not be considered a Change in Control for purposes of this Agreement.

(V) “Person” shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) of the Exchange Act and, only to the extent such meaning is more restrictive than the meaning given in Section 3(a)(9) of the Exchange Act (as modified as above), the meaning determined in accordance with Sections 1.409A-3(i)(5)(v)(B), (vi)(D) or (vii)(C) of the Treasury Regulations (or any successor provisions), as applicable.

(VI) “Subsidiary” shall mean any “subsidiary” of the Company within the meaning of Rule 405 under the Securities Act.

Annex A

NOTICE OF GRANT

RESTRICTED STOCK UNIT AGREEMENT

HEXCEL CORPORATION 2013 INCENTIVE STOCK PLAN

The following member of the Board of Directors of Hexcel Corporation, a Delaware corporation, has been granted Restricted Stock Units in accordance with the terms of this Notice of Grant and the Restricted Stock Unit Agreement to which this Notice of Grant is attached.

The terms below shall have the meanings ascribed to them below when used in the Restricted Stock Unit Agreement.

Grantee	Participant Name
Grant Date	Grant Date
Aggregate Number of RSUs	Number of Awards Granted
Granted	

IN WITNESS WHEREOF, the parties hereby agree to the terms of this Notice of Grant and the Restricted Stock Unit Agreement to which this Notice of Grant is attached and execute this Notice of Grant and Restricted Stock Unit Agreement as of the Grant Date.

HEXCEL CORPORATION

Grantee

By: _____

Gail E. Lehman

Executive Vice President, General Counsel and Secretary

Exhibit 10.40

RESTRICTED STOCK UNIT AGREEMENT

for

Non-Employee Directors

RESTRICTED STOCK UNIT AGREEMENT (this "Agreement"), dated as of the Grant Date, by and between the Grantee identified on Annex A hereto and Hexcel Corporation (the "Company").

WITNESSETH:

WHEREAS, the Company has adopted the Hexcel Corporation 2013 Incentive Stock Plan (the "Plan");

WHEREAS, the Board of Directors of the Company (the "Board") has determined that it is desirable and in the best interests of the Company to grant to the Grantee restricted stock units ("RSUs") as an incentive for the Grantee to advance the interests of the Company; and

WHEREAS, the Grantee previously made an election to receive the Grantee's 2023 quarterly retainer fees in the form of RSUs and at the time described herein.

NOW, THEREFORE, the parties agree as follows:

1. Notice of Grant; Incorporation of Plan. Pursuant to the Plan and subject to the terms and conditions set forth herein and therein, the Company hereby grants to the Grantee the number of RSUs indicated on the Notice of Grant attached hereto as Annex A, which Notice of Grant is incorporated by reference herein. Unless otherwise provided herein, capitalized terms used herein and set forth in such Notice of Grant shall have the meanings ascribed to them in the Notice of Grant and capitalized terms used herein and set forth in the Plan shall have the meanings ascribed to them in the Plan. The Plan is incorporated by reference and made a part of this Agreement, **or** and this Agreement shall be subject to **affect the construction or interpretation thereof**, terms of the Plan, as the Plan may be amended from time to time, and in the event of any conflict between the terms of the Plan and this Agreement, the terms of the Plan govern. The RSUs granted herein constitute an Award within the meaning of the Plan. By accepting the Agreement, the Grantee agrees to be bound by the terms of the Plan and this Agreement and further agrees that all the decisions and determinations of the Board shall be final and binding.

23.2. Terms of Restricted Stock Units. The grant of RSUs provided in Section 1 hereof shall be subject to the following terms, conditions and restrictions:

(a)**No Ownership.** Each RSU shall convert into one share of the Company's common stock, \$.01 par value per share (the "Common Stock"). The Grantee shall not possess any incidents of ownership (including, without limitation, dividend and voting rights) in shares of the Common Stock in respect of the RSUs until such RSUs have been distributed to the Grantee in the form of shares of Common Stock.

(b)**Dividend Equivalents.** Should any dividends be declared and paid with respect to the shares of Common Stock during the period the RSUs are outstanding (i.e., shares of Common Stock issuable under the

RSUs are not issued and outstanding for purposes of entitlement to the dividend), the Company shall credit to a dividend equivalent bookkeeping account (the "Dividend Equivalent Account") the value of the dividends that would have been paid if the outstanding RSUs at the time of the declaration of the dividend were outstanding shares of Common Stock. At the same time that the corresponding RSUs are converted to shares of Common Stock and distributed to the Grantee as set forth in Section 2(e) below, the Company shall pay to the Grantee a lump sum cash payment equal to the value of the dividends credited to the Grantee's Dividend Equivalent Account that correspond to such RSUs. No interest shall accrue on any dividend equivalents credited to the Grantee's Dividend Equivalent Account.

(c) Transfer of RSUs. The RSUs may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of, except by will or the laws of descent and distribution. Any attempt to transfer RSUs in contravention of this Section is void ab initio. RSUs shall not be subject to execution, attachment or other process.

(d) Vesting of RSUs. The RSUs shall be fully vested on the Grant Date, and shall be converted into an equivalent number of shares of Common Stock at the time provided in Section 2(e).

(e) Conversion of RSUs. Subject to Section 2(f) below, the RSUs shall be converted into shares of Common Stock and be distributed to the Grantee within 30 days following the earlier of (i) "separation from service" or (ii) Change in Control. "Separation from service" (and variations thereof) shall, for all purposes of this Agreement, have the meaning given in Section 1.409A-1(h) of the Treasury Regulations (or any successor provision).

(f) Specified Employee. Notwithstanding anything in Section 2(e) to the contrary, if the Grantee is a "specified employee" within the meaning of Treasury Regulation 1.409A-1(i) as of the date of his or her separation from service with the Company, then no RSUs convertible on account of the Grantee's separation from service that constitute deferred compensation subject to section 409A of the Internal Revenue Code of 1986, as amended, shall be converted into shares of Common Stock or distributed to the Grantee until the earlier of (i) the date which is six months after the date of the Grantee's separation from service and (ii) the date of the Grantee's death.

3. Taxes. The Grantee shall pay to the Company promptly upon request any taxes the Company reasonably determines it is required to withhold under applicable tax laws with respect to the RSUs. Such payment shall be made as provided in Section VIII(f) of the Plan.

4. No Right to Continued Service as Director. Nothing contained herein shall be deemed to confer upon the Grantee any right to continue to serve as a member of the Board.

5. Miscellaneous

(a) Governing Law/Law/Jurisdiction/Resolution of Disputes. This Agreement shall be governed by and construed and enforced in accordance with according to the laws of the State of Delaware, applicable USA without regard to contracts made and the conflicts of laws provisions thereof. Any disputes arising under or in connection with this Agreement shall be resolved by binding arbitration before a single arbitrator, to be performed held in such the state without giving effect of Connecticut, USA in accordance with the commercial rules and procedures of the American Arbitration Association. Judgment upon the award rendered by the arbitrator shall be final and subject to appeal only to the principles extent permitted by law. Each party shall bear such party's own expenses incurred in connection with any arbitration; provided, however, that the cost of conflicts the arbitration, including without limitation, reasonable attorneys' fees of laws, the Grantee, shall be borne by the Company in the event the Grantee is the prevailing party in the arbitration. Anything to the contrary notwithstanding, each party hereto has the right to proceed with a court action for injunctive relief or relief from violations of law not within the jurisdiction of an arbitrator. If any costs of the arbitration borne by the Company in accordance herewith would constitute compensation to the Grantee for United States federal income tax

purposes, then the amount of any such costs reimbursed to the Grantee in one taxable year shall not affect the amount of such costs reimbursable to the Grantee in any other taxable year, the Grantee's right to reimbursement of any such costs shall not be subject to liquidation or exchange for any other benefit, and the reimbursement of any such costs incurred by the Grantee shall be made as soon as administratively practicable, but in any event within ten (10) days, after the date the Grantee is determined to be the prevailing party in the arbitration. The Grantee shall be responsible for submitting claims for reimbursement in a timely manner to enable payment within the timeframe provided herein.

(b) Notices. Any notice required or permitted under this Agreement shall be deemed given when delivered personally, or when mailed by United States certified or registered mail, return receipt requested, postage prepaid, addressed, as appropriate, to the Grantee at the last address specified in Grantee's records with the Company, or such other address as the Grantee may designate in writing to the Company, or to the Company, Attention: Corporate Secretary, or such other address as the Company may designate in writing to the Grantee.

(c) Failure to Enforce Not a Waiver. The failure of either party hereto to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

(d) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which together shall represent one and the same agreement.

(e) Modifications; Entire Agreement; Headings. Subject to Section 6(b), any amendment to this Agreement must be in writing and, in the case of any amendment that adversely affects the Grantee's rights hereunder, such writing must be executed by the Grantee. This Agreement and the Plan contain the entire agreement between the parties relating to the subject matter hereof. This Agreement inures to the benefit of, and is binding upon, the Company and its successors-in-interest and its assigns, and the Grantee, the Grantee's heirs, executors, administrators and legal representatives. The section headings herein are intended for reference only and shall not affect the interpretation hereof.

(f) Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

6. Section 409A.

(a) It is intended that this Agreement comply in all respects with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended and the applicable Treasury Regulations and other generally applicable guidance issued thereunder (collectively, the "Applicable Regulations"), and this Agreement shall be interpreted for all purposes in accordance with this intent.

(b) Notwithstanding any term or provision of this Agreement (including any term or provision of the Plan incorporated herein by reference), the parties hereto agree that, from time to time, the Company may, without prior notice to or consent of the Grantee, amend this Agreement to the extent determined by the Company, in the exercise of its discretion in good faith, to be necessary or advisable to prevent the premature inclusion in the Grantee's gross income pursuant to the Applicable Regulations of any compensation intended to be deferred hereunder. The Company shall notify the Grantee as soon as reasonably practicable of any such amendment affecting the Grantee.

(c) In the event that the amounts payable under this Agreement are subject to any taxes, penalties or interest under the Applicable Regulations, the Grantee shall be solely liable for the payment of any such taxes, penalties or interest. Although the Company intends to administer the Plan and this Agreement to prevent adverse taxation under the Applicable Regulations, the Company does not represent nor warrant that the Plan or this Agreement complies with any provision of federal, state, local or other tax law.

(d) Except as otherwise specifically provided herein, the time for distribution of the RSUs as provided in Section 2 shall not be accelerated or delayed for any reason, unless to the extent necessary to comply with or permitted under the Applicable Regulations. Further, for the avoidance of doubt, unless an election is made in accordance with the Applicable

Regulations, the Grantee shall not have the right to designate the taxable year in which the RSUs shall convert into an equivalent number of shares of Common Stock and be delivered to the Grantee.

7. Definitions. For purposes of this Agreement:

- (i) "Affiliate" of any Person shall mean any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such first Person. The term "Control" shall have the meaning specified in Rule 12b-2 under the Exchange Act.
- (ii) "Beneficial Owner" (and variants thereof) shall have the meaning given in Rule 13d-3 promulgated under the Exchange Act and, only to the extent such meaning is more restrictive than the meaning given in Rule 13d-3, the meaning determined in accordance with Section 318(a) of the Code.
- (iii) A director will be deemed to separate from service with the Company for "Cause" if such separation is due to his fraud, dishonesty or intentional misrepresentation in connection with his duties as a Director or his embezzlement, misappropriation or conversion of assets or opportunities of the Company or any Subsidiary.
- (iv) "Change in Control" shall mean any of the following events:

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, (1) any Person is or becomes the parties hereto have executed this Agreement Beneficial Owner, directly or indirectly, of more than 50% of either (A) the combined fair market value of the then outstanding stock of the Company (the "Total Fair Market Value") or (B) the combined voting power of the then outstanding securities entitled to vote generally in the election of directors of the Company (the "Total Voting Power"); excluding, however, the following: (a) any acquisition by the Company or any of its Controlled Affiliates, (b) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any of its Controlled Affiliates, (c) any Person who becomes such a Beneficial Owner in connection with a transaction described in the exclusion within paragraph (4) below and (d) any acquisition of additional stock or securities by a Person who owns more than 50% of the Total Fair Market Value or Total Voting Power of the Company immediately prior to such acquisition; or

(2) any Person is or becomes the Beneficial Owner, directly or Indirectly, of securities of the Company that, together with any securities acquired directly or indirectly by such Person within the immediately preceding twelve-consecutive month period, represent 40% or more of the Total Voting Power of the Company; excluding, however, any acquisition described in subclauses (a) through (d) of subsection (1) above;

or

(3) a change in the composition of the Board such that the individuals who, as of the effective date of this Agreement, constitute the Board (such individuals shall be hereinafter referred to as the "Incumbent Directors") cease for any reason to constitute at least a majority of the Board; provided, however, for purposes of this definition, that any individual who becomes a director subsequent to such effective date, whose election, or nomination for election by the Company's stockholders, was made or approved by a vote of at least a majority of the Incumbent Directors (or directors whose election or nomination for election was previously so approved) shall be considered an Incumbent Director; but, provided, further, that any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 of

Regulation 14A promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a person or legal entity other than the Board shall not be considered an Incumbent Director; provided finally, however, that, as of any time, any member of the Board who has been a director for at least twelve consecutive months immediately prior to such time shall be considered an Incumbent Director for purposes of this definition, other than for the purpose of the first proviso of this definition; or

(4) there is consummated a merger or consolidation of the Company or any direct or indirect Subsidiary of the Company or a sale or other disposition of all or substantially all of the assets of the Company ("Corporate Transaction"); excluding, however, such a Corporate Transaction (A) pursuant to which all or substantially all of the individuals and entities who are the Beneficial Owners, respectively, of the outstanding Common Stock of the Company and Total Voting Power immediately prior to such Corporate Transaction will Beneficially Own, directly or indirectly, more than 50%, respectively, of the outstanding common stock and the combined voting power of the then outstanding common stock and the combined voting power of the then outstanding securities entitled to vote generally in the election of directors of the company resulting from such Corporate Transaction (including, without limitation, a company which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Corporate Transaction of the Outstanding Common Stock and Total Voting Power, as the case may be, and (B) immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the company resulting from such Corporate Transaction (including, without limitation, a company which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries);

provided, however, that notwithstanding anything to the contrary in subsections (1) through (4) above, **written** an event which does not constitute a change in the ownership of the Company, a change in the effective control of the Company, or a change in the ownership of a substantial portion of the assets of the Company, each as defined in Section 1.409A-3(i)(5) of the Treasury Regulations (or any successor provision), shall not be considered a Change in Control for purposes of this Agreement.

(V) "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) of the Exchange Act and, only to the extent such meaning is more restrictive than the meaning given in Section 3(a)(9) of the Exchange Act (as modified as above), the meaning determined in accordance with Sections 1.409A-3(i)(5)(v)(B), (vi)(D) or (vii)(C) of the Treasury Regulations (or any successor provisions), as applicable.

(VI) "Subsidiary" shall mean any "subsidiary" of the Company within the meaning of Rule 405 under the Securities Act.

HEXCEL CORPORATION

By: _____

Name:

Title:

[Indemnatee]

Annex A

Name and Contact information

Tel:

Fax: NOTICE OF GRANT

Email: RESTRICTED STOCK UNIT AGREEMENT

HEXCEL CORPORATION 2013 INCENTIVE STOCK PLAN

The following member of the Board of Directors of Hexcel Corporation, a Delaware corporation, has been granted Restricted Stock Units in accordance with the terms of this Notice of Grant and the Restricted Stock Unit Agreement to which this Notice of Grant is attached.

The terms below shall have the meanings ascribed to them below when used in the Restricted Stock Unit Agreement.

Grantee	Participant Name
Grant Date	Grant Date
Aggregate Number of RSUs	Number of Awards Granted
Granted	

IN WITNESS WHEREOF, the parties hereby agree to the terms of this Notice of Grant and the Restricted Stock Unit Agreement to which this Notice of Grant is attached and execute this Notice of Grant and Restricted Stock Unit Agreement as of the Grant Date.

HEXCEL CORPORATION

Grantee

By:

Gail E. Lehman

Executive Vice President, General Counsel and Secretary

Exhibit 21

SUBSIDIARIES OF HEXCEL CORPORATION

DOMESTIC:

1. ACM Holdings LLC (Delaware)
2. ARC Technologies LLC (Massachusetts)

3. Hexcel Foundation (California)
4. Hexcel LLC (Delaware)
5. Hexcel Pottsville Corporation (Delaware)
6. Hexcel Reinforcements Corp. (Delaware)

FOREIGN:

7. Hexcel Asia Pacific Trading Limited (Hong Kong)
8. Hexcel Composites GmbH (Austria)
9. Hexcel Composites GmbH (Germany)
10. Hexcel Composites GmbH & Co. KG (Austria)
11. Hexcel Composites India LLP (India)
12. Hexcel Composites Limited (UK)
13. Hexcel Composites Pension Trustees Limited (UK)
14. Hexcel Composites SARLAU (Morocco)
15. Hexcel Composites SASU (France)
16. Hexcel Composites Sdn. Bhd. (Malaysia)
17. Hexcel Composites (Shanghai) Commercial Information Consultancy Services Co. Ltd. (China)
18. Hexcel Composites S.L.U. (Spain)
19. Hexcel Composites SRL (Belgium)
20. Hexcel Composites S.r.l. (Italy)
21. Hexcel Europe Limited (UK)
22. Hexcel Fibers SASU (France)
23. Hexcel Fibers S.L.U. (Spain)
24. Hexcel Finance Holdings Luxembourg S.à.r.l. (Luxembourg)
25. Hexcel Financing Luxembourg S.à.r.l. (Luxembourg)
26. Hexcel Hi-Performance Materials Co., Ltd. (China)
27. Hexcel Holding GmbH (Austria)
28. Hexcel Holding Spain SLU (Spain)
29. Hexcel Holdings Hong Kong Limited (Hong Kong)
30. Hexcel Holdings Luxembourg S.à r.l. (Luxembourg)
31. Hexcel Holdings SASU (France)
32. Hexcel Holdings (UK) Limited (UK)
33. Hexcel Ireland Limited (Ireland)
34. Hexcel Japan K.K. (Japan)
35. Hexcel LLC Luxembourg SCS (Luxembourg)
36. Hexcel Overseas (UK)
37. Hexcel Reinforcements SASU (France)
38. Hexcel Reinforcements UK Limited (UK)

39. Hexcel Reinforcements Holdings Luxembourg S.à r.l. (Luxembourg)
40. Hexcel Research Limited (UK)
41. Hexcel (Tianjin) Composites Material Co., Ltd. (China)
42. Hexcel (U.K.) Limited (UK)
43. Société de Technologies Appliquées aux Matériaux EURL (France)
44. Structil S.A.S.U. (France)

JOINT VENTURE:

45. Aerospace Composites Malaysia Sdn. Bhd. (Malaysia Joint Venture)

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

- Registration Statement (Form S-8 No. 333- 231742) 333-231742)
- Registration Statement (Form S-8 No. 333-211953)
- Registration Statement (Form S-8 No. 333-188292)
- Registration Statement (Form S-8 No. 333-166354)
- Registration Statement (Form S-8 No. 333-160202)
- Registration Statement (Form S-8 No. 333-160203)
- Registration Statement (Form S-8 No. 333-160204)
- Registration Statement (Form S-8 No. 333-104159)
- Registration Statement (Form S-8 No. 333-104158)
- Registration Statement (Form S-8 No. 333-90060)
- Registration Statement (Form S-8 No. 333-85196)
- Registration Statement (Form S-8 No. 333-104160)
- Registration Statement (Form S-8 No. 333-90062)
- Registration Statement (Form S-8 No. 333-67944)
- Registration Statement (Form S-8 No. 333-67946)
- Registration Statement (Form S-8 No. 333-46472)
- Registration Statement (Form S-8 No. 333-46476)
- Registration Statement (Form S-8 No. 333-46626)
- Registration Statement (Form S-8 No. 333-83745)
- Registration Statement (Form S-8 No. 333-83747)
- Registration Statement (Form S-8 No. 333-57223)
- Registration Statement (Form S-8 No. 333-36099)
- Registration Statement (Form S-8 No. 333-36163)
- Registration Statement (Form S-8 No. 333-01225)
- Registration Statement (Form S-8 No. 333-31125)

- Registration Statement (Form S-3 No. 333-254798)
- Registration Statement (Form S-8 No. 333-256928)

of our reports dated February 8, 2023 February 7, 2024, with respect to the consolidated financial statements of Hexcel Corporation and Subsidiaries and the effectiveness of internal control over financial reporting of Hexcel Corporation and Subsidiaries, included in this Annual Report (Form 10-K) of Hexcel Corporation for the year ended December 31, 2022 December 31, 2023.

/s/ Ernst & Young LLP

Stamford, Connecticut

February 8, 2023 7, 2024

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Nick L. Stanage, certify that:

1. I have reviewed this annual report on Form 10-K of Hexcel Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this

report based on such evaluation; and

- d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

- a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 8, 2023 7, 2024

(Date)

/s/ Nick L. Stanage

Nick L. Stanage

Chairman of the Board of Directors,
Chief Executive Officer and President

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Patrick Winterlich, certify that:

1. I have reviewed this annual report on Form 10-K of Hexcel Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

- b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
- c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
- d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

- a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 8, 2023 7, 2024

(Date)

/s/ PATRICK WINTERLICH

Patrick Winterlich
Executive Vice President And
Chief Financial Officer

Exhibit 32

CERTIFICATION

PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Hexcel Corporation ("Hexcel") on Form 10-K for the year ended December 31, 2022 December 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Nick L. Stanage, Chairman of the Board of Directors, Chief Executive Officer and President of Hexcel, and Patrick Winterlich, Executive Vice President and Chief Financial Officer of Hexcel, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Hexcel.

February 8, 2023 7, 2024

(Date)

/s/ NICK L. STANAGE

Nick L. Stanage

Chairman of the Board of Directors,
Chief Executive Officer and President

February 8, 2023 7, 2024

(Date)

/s/ PATRICK WINTERLICH

Patrick Winterlich

Executive Vice President and
Chief Financial Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Hexcel Corporation and will be retained by Hexcel Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 97

HEXCEL CORPORATION

MANDATORY CLAWBACK POLICY

1. Introduction; Scope

The Board of Directors (the "Board") of Hexcel Corporation (the "Company") believes that it is an essential governance principle and in the best interests of the Company, its stockholders and employees to create and maintain a culture that emphasizes integrity and accountability and that reinforces the Company's pay-for-performance compensation philosophy. The Board has therefore adopted this clawback policy (this "Policy"), which provides for the mandatory recovery of Incentive-Based Compensation from Executive Officers (each as defined below), and is intended to be interpreted and applied in a manner consistent with the requirements of Section 10D of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, including the listing requirements of the New York Stock Exchange (the "Exchange", and collectively, the "Applicable Section 10D Requirements"). "Executive Officers" for purposes of this Policy are those persons currently or previously employed by the Company and designated as an executive officer by the Board unless otherwise required pursuant to Applicable Section 10D Requirements.

2. Incentive-Based Compensation

For purposes of this Policy, "Incentive-Based Compensation" means any cash or equity award that is granted, earned or vested based in whole or in part on the attainment of Financial Reporting Measures. "Financial Reporting Measures" are measures that are determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measures that are derived wholly or in part from such measures, regardless of whether such measures are presented within the Company's financial statements or included in a filing with the Securities and Exchange Commission. Financial Reporting Measures include stock price and total shareholder return. Service-based awards (including service-based stock options and other equity awards) that vest solely on the passage of time are not Incentive-Based Compensation under this Policy.

3. Accounting Restatement

In the event that the Company is required to prepare an accounting restatement of its financial statements due to the Company's material noncompliance with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that (i) is material to the previously issued financial

statements, or (ii) would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (an "Accounting Restatement"), the Board shall cause the Company to promptly recover, to the fullest extent permitted under applicable law (and subject to the exceptions set forth below), any erroneously awarded Incentive-Based Compensation received by each Executive Officer during the three completed fiscal years immediately preceding the date on which the Company is required to prepare such an Accounting Restatement (including, where required under Applicable Section 10D Requirements, any transition period resulting from a change in the Company's fiscal year). Any Accounting Restatement exempt under Applicable Section 10D Requirements is also exempt from this Section 3.

The date on which an Accounting Restatement is required to be prepared shall be the earlier of (i) the date that the Board (or committee of the Board or the officer or officers of the Company authorized to take such action if Board action is not required) concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement; or (ii) the date a court, regulator or other legally authorized body directs the Company to prepare an Accounting Restatement. Also, compensation is "received" for these purposes in the fiscal period in which the Financial Reporting Measure is attained, even if the compensation is not actually paid until a later date and even if the compensation is subject to further service-based vesting conditions after such period ends.

Awards granted before a person became an Executive Officer are covered if the person became an Executive Officer at any time during the performance period applicable to the award. However, awards with a performance period that ends before a person becomes an Executive Officer, or that starts after a person ceases to be an Executive Officer, are not subject to this Section 3.

4. Amount Subject to Recovery

The amount to be recovered from an Executive Officer pursuant to this Policy in the event of an Accounting Restatement shall equal the amount of Incentive-Based Compensation received by the Executive Officer that exceeds the amount of Incentive-Based Compensation that otherwise would have been received had it been determined based on the restated amounts, computed without regard to any taxes paid, plus, as and to the extent determined by the Board in its discretion, interest or earnings thereon (which may include, without limitation, interest at a default rate as determined by the Board in the event of an Executive Officer's failure to timely repay any erroneously awarded Incentive-Based Compensation for which a demand for repayment has been made by the Company pursuant to this Policy).

Where the amount of erroneously awarded Incentive-Based Compensation is not subject to mathematical recalculation directly from the information in the Accounting Restatement (as in the case of Incentive-Based Compensation based on stock price or total shareholder return), the Board shall determine such amount based on a reasonable estimate of the effect of the Accounting Restatement on the applicable Financial Reporting Measure, and the Board shall maintain documentation of any such estimate and provide such documentation to the Exchange.

5. Exceptions to Recovery

Notwithstanding anything herein to the contrary, the Company need not recover erroneously awarded Incentive-Based Compensation from an Executive Officer to the extent that the Board determines that such recovery would be impracticable and any one of the following applies:

- a. The direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered (determined by the Board after making and documenting a reasonable attempt to recover such erroneously awarded compensation, and providing documentation to the Exchange of such reasonable attempt to recover the compensation); or
- b. Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of Section 401(a)(13) or Section 411(a) of the Internal Revenue Code and regulations thereunder; or

c. Recovery would violate home country law where that law was adopted prior to November 28, 2022 (determined by the Board after the Company has obtained an opinion of home country counsel acceptable to the Exchange, that recovery would result in such a violation, and such opinion is provided to the Exchange).

6. Recovery of Incentive-Based Compensation

The Incentive-Based Compensation to be recovered will be determined without regard to any taxes paid by the Executive Officer. Any amount the Chief Executive Officer (CEO) or Chief Financial Officer (CFO) reimburses the Company pursuant to Section 304 of the Sarbanes-Oxley Act for recovery of the same Incentive-Based Compensation will reduce the amount recoverable under this Policy. The Board will determine, in its absolute discretion and taking into account the applicable facts and circumstances, the method or methods for recovering any erroneously awarded Incentive-Based Compensation hereunder, which method(s) need not be applied on a consistent basis; provided in any case that any such method provides for reasonably prompt recovery and otherwise complies with any requirements of the Exchange and applicable law. By way of example and not in limitation of the foregoing, methods of recovery that the Board, in its discretion, may determine to use under this Policy may include, to the extent permitted by applicable law (including, without limitation, Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A")), one or more of the following methods (which rights shall be cumulative and not exclusive):

- a. Seeking reimbursement of cash;
- b. Seeking recovery of any gain realized on the vesting, exercise or settlement of any equity-based awards, or on the sale or disposition of shares of common stock resulting from equity awards (less any exercise price paid);
- c. Offsetting the recovery amount from any payments otherwise due from the Company currently or at a later time;
- d. Cancelling outstanding vested or unvested equity or cash awards; and/or
- e. Taking any other remedial and recovery action permitted by law.

To the fullest extent permitted by applicable law (including, without limitation, Section 409A), the Board may, in its sole discretion, delay the vesting or payment of any compensation otherwise payable to an Executive Officer to provide a reasonable period of time to

conduct or complete an investigation into whether this Policy is applicable, and if so, how it should be enforced, under the circumstances.

7. No Indemnification

Notwithstanding the terms of any agreement, policy or governing document of the Company to the contrary, the Company shall not indemnify any Executive Officer against (a) the loss of any erroneously awarded Incentive-Based Compensation, or (b) any claim relating to the Company's enforcement of its rights under this Policy. By signing the Acknowledgement Agreement (defined below), each Executive Officer irrevocably agrees never to institute any claim against the Company or any subsidiary, knowingly and voluntarily waives his or her ability, if any, to bring any such claim, and releases the Company and any subsidiary from any such claim, for indemnification with respect to any expenses (including attorneys' fees), judgments or amounts of compensation paid or forfeited by the Executive Officer in connection with the application or enforcement of this Policy; and if, notwithstanding the foregoing, any such claim for indemnification is allowed by a court of competent jurisdiction, then, the Executive Officer shall be deemed irrevocably to have agreed not to pursue such claim and hereby agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim.

8. Interpretation

This Policy shall be administered by the independent members of the Board, who shall act after taking into consideration the recommendations of the Compensation Committee. The Board, acting through its independent members, in its sole discretion will interpret and construe this Policy and make all determinations necessary, appropriate or advisable for the administration of this

Policy. Any determination made by the independent members of the Board, including interpretations of this Policy and its application, shall be final and binding and enforceable against Executive Officers and their beneficiaries, heirs, executors, administrators and other legal representatives.

Unless otherwise required by law, the Board, in its discretion, is not required to apply this Policy identically to each Executive Officer who may be subject to recovery hereunder even in the same or similar circumstances.

9. Policy Not Exclusive

The Board intends that this Policy will be applied to the fullest extent permitted by law. The Board, in its discretion, may require that any employment, severance, incentive compensation, post-termination, or other agreement or arrangement entered into, amended, extended or renewed, on or after the Effective Date (defined below) shall, as a condition to the grant or continuation of any benefit thereunder, require an Executive Officer to agree to abide by the terms of this Policy as then-existing or as may be amended. Any right of recovery under this Policy is in addition to, and not in lieu of, any other remedies or rights of recovery that may be available to the Company now or hereafter, and other than amounts in respect of the same compensation paid by the CEO or CFO in disgorgement to the Company under Section 304 of the Sarbanes-Oxley Act, recovery is not subject to diminishment by virtue of remedies imposed by law enforcement agencies, regulators or other authorities on an Executive Officer. The repayment or forfeiture of Incentive-Based Compensation or other amounts pursuant to this Policy shall not in any way limit or affect the Company's right to pursue disciplinary action or dismissal, take legal action or pursue any other remedies available to the Company (including, without limitation, the exercise of any rights of recovery, recoupment, forfeiture or offset that may be available to the Company pursuant to the terms of any other applicable Company policy (including the Hexcel Corporation Discretionary Clawback Policy), employment agreement, equity plan or award agreement). Notwithstanding the foregoing, in the event that both this Policy and the Hexcel Corporation Discretionary Clawback Policy apply with respect to the recovery or forfeiture of the same Incentive-Based Compensation, the terms of this Policy shall be applied first before applying the Hexcel Corporation Discretionary Clawback Policy.

10. Governing Law; Exclusive Forum

To the extent not preempted by federal law, this Policy shall be governed, construed, interpreted and enforced in accordance with the substantive laws of the State of Delaware, without regard to conflicts of law principles. Notwithstanding any dispute resolution policy maintained by the Company or any subsidiary to the contrary, any action directly or indirectly arising out of or related to this Policy may be brought only in the Court of Chancery of the State of Delaware (the "Court of Chancery") or, to the extent the Court of Chancery does not have subject matter jurisdiction, the United States District Court for the District of Delaware and the appellate courts having jurisdiction of appeals in such courts (the "Delaware Federal Court") or, to the extent neither the Court of Chancery nor the Delaware Federal Court has subject matter jurisdiction, the Superior Court of the State of Delaware (the "Chosen Courts"). Solely with respect to any such action, the Company and each Executive Officer (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (b) waives any objection to laying venue in any such action in the Chosen Courts, and (c) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto. Notwithstanding the existence of any other dispute between

the Company and an Executive Officer, the governing law and choice of forum for any action directly or indirectly arising out of or related to this Policy shall be governed exclusively by the terms of this Policy, and to the extent necessary to comply with this Policy, any action directly or indirectly arising out of or related to this Policy shall be severed from any other dispute between the Company and an Executive Officer. For avoidance of doubt, no action directly or indirectly arising out of or related to this Policy may be brought in any forum other than the Chosen Courts.

11. Severability; Waiver

If any provision of this Policy is determined to be unenforceable or invalid under any applicable law, such provision will be applied to the maximum extent permitted by applicable law and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law. The waiver by the Company or the Board with respect to compliance of any provision of this Policy by an Executive Officer shall not operate or be construed as a waiver of any other provision of this Policy, or of any subsequent acts or omissions by an Executive Officer under this Policy.

12. Acknowledgement by Executive Officers

The Board shall require each Executive Officer serving as such on or after the Effective Date (defined below) to sign and return to the Company an acknowledgement agreement in the form attached hereto as Exhibit A (or in such other form as may be prescribed by the Board from time to time) (the "Acknowledgement Agreement"), pursuant to which the Executive Officer will affirmatively agree to be bound by, and to comply with, the terms and conditions of this Policy.

Moreover, any award agreement or other document setting forth the terms and conditions of Incentive-Based Compensation (collectively, a "Covered Agreement") may include a provision incorporating the terms and conditions of this Policy; provided that the Company's failure to incorporate this Policy into any Covered Agreement shall not waive the Company's right to enforce this Policy. In the event of any inconsistency between the provisions of this Policy and the applicable Covered Agreement, the terms of this Policy shall govern, notwithstanding any provision in the Covered Agreement to the contrary.

13. Effective Date

This Policy shall be effective on the date it is adopted by the Board (the "Effective Date") and applies to all Incentive-Based Compensation that is (a) approved, awarded or granted to an Executive Officer on or after the Effective Date, or (b) received by an Executive Officer on or after the effective date of the listing standards adopted by the Exchange pursuant to Applicable Section 10D Requirements. As of the Effective Date, this Policy supersedes and replaces the Company's clawback policy that was adopted by the Board on December 8, 2016.

* * * * *

ACKNOWLEDGEMENT AGREEMENT

HEXCEL CORPORATION

CLAWBACK POLICY

This Acknowledgement Agreement to the Hexcel Corporation Clawback Policy (the "Policy") is made and entered into as of the date set forth below. Capitalized terms used in this Acknowledgement Agreement, but not otherwise defined in it, shall have the meanings set forth in the Policy.

As an Executive Officer of Hexcel Corporation (the "Company"), I hereby acknowledge the receipt of a copy of the Policy, affirm that I have read and understand the Policy, and agree to be bound by, and to comply with, the terms and conditions of the Policy as in effect from time to time (the terms of which are fully incorporated herein), in each case during my service as an Executive Officer of the Company and thereafter for as long as required under the Policy.

I agree to fully cooperate with the Company in the event it is required to enforce the Policy. In this regard, I agree to repay to the Company fully and promptly, upon demand (in immediately available funds denominated in U.S.

dollars or otherwise as specified by the Company pursuant to the Policy), all amounts of erroneously awarded Incentive-Based Compensation, as may be determined by the Board in its discretion and set out in the Company's demand for repayment, plus such interest or earnings as may be determined by the Board in its discretion and set out in the Company's demand for repayment.

I also agree that my obligation to repay the erroneously awarded Incentive-Based Compensation (plus any such interest or earnings) shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim I might otherwise have against the Company. In this regard, I voluntarily, irrevocably and unconditionally waive any objection to, or any claim for damages or loss related to, the Company pursuing any other method of recovery of erroneously awarded Incentive-Based Compensation that is deemed appropriate by the Board in its sole discretion (including, without limitation, the methods of recovery set forth in the Policy)

I further acknowledge and agree that in no event shall any of the terms of the Policy, or any action taken the Company to enforce its rights under the Policy, be deemed to constitute "good reason" for purposes of determining any right I may otherwise have to receive any severance or other benefits under any Company plan, policy, agreement or arrangement in connection with the termination of my employment. Further, I acknowledge and agree that the Company's rights under the Policy are in addition to, and not in lieu of, any other legal remedies or rights of recovery, recoupment, forfeiture or offset that may be available to the Company. My execution of this Acknowledgement Agreement is in consideration of, and is a condition to, my opportunity to participate in, and receive future awards under, the Company's Incentive-Based Compensation programs; provided, however, that nothing in this Acknowledgement Agreement or the Policy shall be deemed to obligate the Company to make any specific Incentive-Based Compensation awards in the future.

(Signature is on the following page)

IN WITNESS WHEREOF, the Executive Officer listed below, intending to be legally bound, consents and agrees to the terms of the Hexcel Corporation Clawback Policy and this Acknowledgement Agreement as of the date set forth below.

Signature Date

Print Name

