

**INSURANCE.** If Supplier is selling Products, Supplier will obtain and maintain insurance to protect the Products for all risks of loss during transportation until received at the point of delivery. If Supplier works at or provides services on TPI facilities, prior to commencing work or Services, Supplier will obtain and maintain for the entire duration of this Contract the following insurance coverages on its operations under this Contract:

- (a) Commercial General Liability (occurrence form), covering bodily injury and property damage liability, contractual liability, products and completed operations liability; and, if performing construction or repair services, including broad form property damage liability (BFPD), with minimum limits of \$5,000,000 per occurrence, \$5,000,000 products and completed operations aggregate, and \$5,000,000 general aggregate;
- (b) Comprehensive Automobile Liability (if applicable) covering owned, leased or scheduled vehicles with minimum limits of \$1,000,000 per person and \$1,000,000 per accident for bodily injury and \$1,000,000 property damage or combined single limit of \$1,000,000;
- (c) Workers' Compensation or Industrial Accident insurance providing statutory benefits as required by law; and
- (d) Employer's Liability/Stop-Gap Liability coverage (U.S. only) with minimum limit of \$100,000 each accident, \$100,000 each employee, and \$100,000 policy limit.

If work or Service is performed on TPI facilities by Supplier, TPI Company shall be endorsed as an Additional Insured to the Supplier's Commercial General Liability policy evidenced by a copy of the endorsement or a copy of the applicable insurance policy form which is to be attached to the Certificate of Insurance, and delivered to:

TPI Company  
Insurance Compliance  
PO Box 12010 - WY  
Hemet, CA 92546-8010

If providing Services on TPI facilities, the Additional Insured endorsement form or policy language will include coverage for Supplier's "completed operations" for TPI and will be equivalent to the ISO form CG 2010 1185.

The above required liability limits can be provided by any combination of primary and umbrella/excess insurance policies. Supplier will provide TPI with a Certificate of Insurance and endorsements or policy forms, noted above, evidencing compliance with the above requirements prior to commencing any work on TPI facilities. Supplier will require its insurance carrier(s) to give TPI at least 30 days written notice prior to cancellation of coverage. Supplier and its subcontractors will cause their insurance companies to waive rights of subrogation against TPI and its affiliates. Supplier acknowledges that this waiver was mutually negotiated. Insurance companies providing coverages for Supplier and its subcontractors will have an A.M. Best's rating of no less than B+ VII. All insurance or self-insurance of TPI and its affiliates will be excess

of any insurance provided by Supplier or subcontractors. Supplier will ensure that its subcontractors (that will be on TPI facilities) have insurance coverage and endorsements consistent with the above.