



Standard Terms of Purchase (US)

A. CONTROLLING DOCUMENTS, THE CONTRACT

These Standard Terms are incorporated and made part of the Supplier Agreement (the "Agreement"), which consists of and in order of precedence: (a) the body of the Supplier Agreement, (b) these Standard Terms, (c) the other attachments identified in the Agreement; and/or (d) the PO document. If the Supplier's quotation or proposal is referred to in a PO and/or attached to the Agreement or a PO, the intent of such reference or attachment is only to specify the nature and description of the Products ordered and only to the extent that such terms are consistent with these Standard Terms. Unless all parties specifically agree in writing, conflicting terms and conditions in any document generated by Supplier will be disregarded in favor of this Agreement. This Agreement can only be amended by a writing signed by both parties.

B. AVAILABILITY

Supplier represents that it can provide the Products in a timely fashion in accordance with the terms of the Agreement.

C. CHANGES

TPI may, by written change order, request changes in specifications or drawings of, or increase or decrease the quantities of, Products originally ordered. If any such changes require changes to design, fabrication methods, or alters the amount due or delivery schedules, then Supplier must immediately notify TPI in writing, within five (5) business days, so that TPI can decide whether to proceed with the requested change and also so that TPI and Supplier can mutually agree upon revised costs and/or performance schedules.

D. PRICING & SALES TAXES

Pricing will be as specified in the Agreement or PO. Pricing shall exclude all sales taxes. Applicable taxes and those which TPI agrees to be responsible for, if any, shall be shown separately on the invoice.

E. PAYMENT TERMS; AUDIT RIGHTS

TPI's obligation to pay invoices is conditioned on receipt of conforming Products. Unless otherwise specified in the Agreement or signed by both parties and agreed to in a PO, upon receipt of conforming Products, TPI will pay within seventy-five (75) days of receipt of a correct and accurate invoice. Supplier will maintain records and accounting procedures sufficient to support invoices consistent with the process control requirements of Section 404 of the Sarbanes- Oxley Act of 2002. Supplier's records pertaining to the performance of this Agreement may be subject, after reasonable notice and during normal business hours, to inspection and audit by TPI. Supplier will preserve and make available such records for two years from the later of (i) the conclusion of the term, or (ii) the final payment pursuant to this Agreement or PO.

F. INSPECTION AND ACCEPTANCE

TPI will be given a reasonable opportunity to inspect Products and work completed for specification non-compliance, physical damage, visible defect, packaging integrity problems, and shortage. TPI will have one hundred twenty (120) days from the time any latent or hidden defects in Products are brought to TPI's attention to notify Supplier of such defect. If Products

do not conform to the Specifications, or are otherwise defective, TPI will notify Supplier and offer Supplier a reasonable opportunity to remedy (not to exceed five (5) business days). Alternatively, TPI may, at its sole election and following notice to Supplier, return non-conforming Products to Supplier at Supplier's expense, and receive either a credit or refund of purchase price for the nonconforming Products that have been received by Supplier. If TPI elects to return the non-conforming Products, it does not waive any other remedies that may be available at law or at equity. TPI's review of drawings does not constitute approval and will not relieve Supplier of responsibility for compliance with all specifications, laws, codes or regulations as applicable in performing this Agreement.

G. RIGHT TO REMEDY

If the Supplier does not timely modify, adjust, repair or replace defective or non-conforming Products within five (5) days of written notice of such defect/non-conformance, or if any emergency exists rendering it impossible or impractical for TPI to have the Supplier remedy such defect or non-conformance, then TPI, after notice to the Supplier, may at its option and without prejudice to any other rights or remedies that may be available to it, make or cause to be made such modification, adjustment, repair or replacement, in which case the Supplier will reimburse TPI for its costs or, at TPI's option, TPI can offset such costs against any amounts owing to Supplier.

H. TITLE & RISK OF LOSS, SHIPPING

Time of delivery is of the essence. Unless specified in the Agreement or PO, title to any Products sold under this Agreement and risk of loss will pass to TPI when shipments are accepted by TPI at the specified delivery point as set forth in Attachment D. Supplier will suitably insure, pack, mark and ship materials in accordance with TPI's reasonable instructions and in accordance with governing laws, and, if so instructed by TPI, will meet the transportation requirements of common carriers to secure the lowest transportation costs.

I. QUALITY & WARRANTY

1. *Quality Statement.* Supplier agrees to comply with the Quality Statement available on TPI's website and which may be updated at TPI's discretion from time to time.
2. *Warranty.* TPI relies upon Supplier's expertise in manufacturing Products and Supplier represents, warrants and covenants that, for a period of no less than twenty-four (24) months from the date upon which the Products are put into use, or from the date when the Performance Guarantees set forth in Attachment E or the PO have been achieved, whichever occurs later (the "Warranty Period"), that
 - a. Products will be (i) consistent with or greater than prevailing industry standards of quality, (ii) appropriate for any specified application and suitable for the purpose for which they are intended as specified in Attachment E, (iii) free from defects in design, material and workmanship and (iv) compliant with all applicable specifications, Supplier and/or TPI developed, set forth in Attachment E: and
 - b. any services comprising the Products will be (i) professionally and competently performed in a manner consistent with or greater than prevailing industry standards of quality; (ii) appropriate for any specified application and suitable for the purpose for which they are intended, and (iii) free from defects in design, material and workmanship.
3. *Performance Guarantee Clarification.* For the purpose of determining whether Products are defective or non-conforming (resulting from faulty design, material

and/or workmanship), Performance Guarantees that are specified in the Agreement or the PO are not achieved until the defect or non-conformity is remedied and the Products or services are performing within all specifications set forth in Attachment E.

4. *Safety and Regulatory Requirements.* The Products supplied by Supplier shall meet all OSHA, and other Federal and State laws, rules, regulations and other regulatory agency requirements. Any electrical panels, controls, or devices supplied with the equipment must display a UL or other approved independent testing lab label to meet applicable Federal, State and local laws. Product design DBA ratings must also be provided.
5. *Replacement of Products.* If Products do not comply with the warranty set forth in Section I (1), above or any defect develops under normal or proper operation as per Supplier's instructions, during the Warranty Period, Supplier will provide, at its sole expense, technical expertise and the parts, materials and equipment, and labor, including freight and "in/out" costs, necessary to remedy any defect or nonconformity by promptly removing, repairing, correcting or replacing and reinstalling any defective or nonconforming part or component.
6. *Rework of Services.* If any services do not comply with the warranty set forth in Section I (1), above, during the Warranty Period, Supplier will re-perform the services, without cost of any kind to TPI.
7. *Technical Support.* During the Warranty Period, Supplier will provide all warranty service and telephone support, including after-hour technical support, at its own cost. Supplier will maintain a 24-hour technical support hotline to address equipment breakdowns, product defects, and safety incidents. During the useful life of the Products, reasonable telephone support during normal business hours is included in the purchase price.

J. REPRESENTATIONS. TIME IS OF THE ESSENCE

Supplier represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations; (b) this Agreement constitutes a legal, valid, and binding obligation of the Supplier, enforceable against the Supplier in accordance with its terms; (c) it has good and marketable title to Products delivered to TPI and that Products will be free from all liens and encumbrances; (d) the Products do not infringe any patent, copyright, trademark, trade dress or other intellectual property right of any third party; (e) if any services are provided, Supplier has assured that its employees or subcontractor providing services are adequately skilled and experienced; and (f) there is no past, threatened, pending or proposed future litigation, dispute, or claim that might prevent Supplier from fulfilling its obligations under this Agreement.

Further, Supplier represents and warrants that the signing and delivery of this Agreement by the Supplier and the performance by the Supplier of all of the Supplier's obligations under this Agreement will not: (a) breach any Agreement to which the Supplier is a party, or give any person the right to accelerate any obligation of the Supplier; (b) violate any law, judgment, or order to which the Supplier is subject; or (c) require the consent, authorization, or approval of any person, including but not limited to any governmental body.

Time is of the essence and the Supplier represents that it can provide the Products in accordance with the quantities and delivery schedule specified by TPI and specifications set forth in Attachment E. If Supplier fails to deliver the Products in accordance with the delivery schedule, the parties agree the delay will cause serious damage to TPI and Supplier shall pay TPI an amount equal to two percent (2%) of the total price of the Products that are subject to the delay every week of delay as liquidated damages. The maximum total limit of compensation for

each delay is ten percent (10%) of the total price of the Products that are subject to the delay. The parties agree that quantifying losses arising from Supplier's delay is inherently difficult, if not impossible, and agree this sum is agreed upon as liquidated damages and not as a penalty. The sum represents a reasonable measure of damages based upon the parties' experience in the industry and given the nature of the losses that may result from delay.

K. INDEMNITY

Supplier will hold harmless, defend and indemnify TPI, and its affiliates, agents, employees, officers, directors, successors, and assigns, against any and all third-party claims for damages, fines, penalties, costs, liabilities, losses, or expenses (including but not limited to sums paid in settlement of claims, reasonable attorneys' and consultant fees, and expert fees) (collectively, "Claims") arising from: (a) a breach of representations or warranties made in the Agreement; (b) bodily injury, death, and property damage; and (c) Supplier's negligence or misconduct. TPI will promptly notify Supplier of any such Claim in writing. In the event that a subcontractor is used by Supplier, Supplier is responsible for the performance of the subcontractor and will indemnify and hold TPI harmless in the event of any omission and any negligent, reckless or intentional misconduct by the subcontractor. In addition, Supplier represents and warrants that its subcontractor has complied with all the insurance requirements set forth in this Agreement including the naming of TPI as an additional insured if applicable. Supplier agrees not to employ the services of a subcontractor to perform the Services without first obtaining TPI's written consent.

L. INTELLECTUAL PROPERTY

Supplier will indemnify and hold harmless TPI, its affiliates, successors, assigns, officers, directors, agents and employees (collectively, "TPI Indemnified Parties") from any and all Claims arising out of any charge that the manufacture or sale of any Products, or the use thereof, by a TPI Indemnified Party or its customers constitutes an infringement of any patent, copyright, moral right, trade secret, trademark, service mark, or other intellectual property right of any third party; provided, that this indemnity will not apply to Products for which TPI both provided and controlled the detailed design of such Product. If because of infringement claims any TPI Indemnified Party's use of Products provided by Supplier is enjoined, Supplier will, at its own expense, either procure for the TPI Indemnified Party the right to continue using the Products or, after consulting with TPI and obtaining TPI's consent, replace or modify the Products with substantially similar and functionally equivalent non-infringing Products.

M. GOVERNING LAW; VENUE

This Agreement is governed by the laws of the State of Arizona, without giving effect to any conflict-of-law principles. Any action or proceeding arising out of this Agreement will be litigated in courts located in Arizona and each party consents and submits to the jurisdiction of any local, state, or federal court located in Maricopa County, Arizona. The prevailing party in any such suit will recover all of its litigation costs including reasonable attorneys' fees. The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

N. LIENS; SUBCONTRACTORS

At all times, Supplier will keep TPI's property free of liens arising out of the Products delivered hereunder. TPI may withhold any payment otherwise due Supplier until Supplier submits proof of waiver of any lien, in a form satisfactory to TPI, that all lienable claims have been fully paid.

O. COMPLIANCE

In performing this Agreement, Supplier will comply with and implement this Agreement in compliance with all applicable federal and state laws, regulations, ordinances, permits and orders, including those regarding labeling, environmental, health, safety, child welfare, nondiscrimination, wage & hour and other workplace laws and regulations. If applicable, Supplier will also comply with “Beck Notice” requirements under Executive Order 13201(29 CFR part 470). This Agreement incorporates by reference paragraphs 1-4 of Executive Order 13201. If Supplier is providing services on TPI’s Site, it will also comply with all local/regional laws of the Site. Supplier will obtain all necessary permits and approvals and give all stipulations, certifications and representations that may be required for it to perform this Agreement. Supplier will familiarize itself and conduct its obligations under this Agreement consistent with TPI’s Environmental Policies. Unless this Agreement is exempted by regulations of the Secretary of Labor (issued under Section 202 of Executive Order 11246; Section 503 of the 1373 Rehabilitation Assistance and Section 402 of the Vietnam-Era Veterans Readjustment Assistance Act of 1974 or other applicable laws, regulations or orders), this Agreement incorporates by reference paragraphs: (a) 1-7 of the Executive Order 11246; (b) a-m of the affirmative action clause set forth in the Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era; and (c) a-f of the Affirmative action clause set forth in the Affirmative Action Obligations of Contractors and Subcontractors for disabled workers.

1. FCPA & AUCL- Neither party will offer or give any gratuity to induce any person or entity to enter into, execute or perform any term or condition of this Agreement or PO or any other agreement between the parties. Each party further represents that it has knowledge and understanding of the Foreign Corrupt Practices Act of the United States of America (“FCPA”), and that no principal, partner, officer, director or employee thereof is or will become an official of any governmental body of any country (other than the U.S.) in which Supplier provides goods or services for TPI during the term period which the Agreement or a PO covers. Each party agrees that it shall not, in the conduct of its performance under the Agreement or a PO, and with regard to any funds, assets, or records relating thereto, offer, pay, give, or promise to pay or give, directly or indirectly, any payment or gift of any money or thing of value to (i) any non-U.S. government official to influence any acts or decisions of such official or to induce such official to use his influence with the local government to effect or influence the decision of such government in order to assist that party in its performance of its obligations under the Agreement or a PO or to benefit the other party; (ii) any political party or candidate for public office for such purpose; or (iii) any person if that party knows or has reason to know that such money or thing of value will be offered, promised, paid, or given, directly or indirectly, to any official, political party, or candidate for such purpose. Supplier shall defend, indemnify, and hold harmless TPI, from and against any and all claims, losses, damages, expenses and liabilities, including attorney fees, arising from the failure of Supplier to comply with the FCPA. In addition, the parties shall act in accordance with Article 8 of the Anti-Unfair Competition Law of the People’s Republic of China. In the event Supplier is found to have violated the FCPA or AUCL, TPI may terminate the Agreement or any PO, without liability and the relevant POs shall in the event of termination by TPI be rendered void.
2. CHINA EXPORT - The Supplier will, at its expense, make all commercially reasonable efforts to obtain and maintain all documents, consents and approvals and attend to all other necessary formalities imposed by the relevant authority in China for the export of the Products out of China.

3. CONFLICT MINERALS, Et Al - Supplier is required to make all commercially reasonable efforts to comply with all TPI policies relating to compliance with legal, regulatory and social obligations. If TPI is directed or required by its customer to provide information, adopt policies, certify compliance with standards or laws, or perform similar actions, then Supplier shall cooperate and make all commercially reasonable efforts to comply with such requirements as directed by TPI. By way of illustration and not limitation, for the purpose of compliance with Section 1502 of the Dodd–Frank Wall Street Reform and Consumer Protection Act, Supplier shall make all commercially reasonable efforts to supply all certifications and information relating to “Conflict Minerals” (as defined in the Act) in such form and at such time as requested by TPI or its customer. Supplier shall also make all commercially reasonable efforts to contractually require its supply base (and its supplier’s supply base) to comply with all relevant and material obligations; including, but not limited to, any EU, national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive or ordinance and all lawful orders.
4. Human Rights – Supplier agrees to follow the spirit and intent of the TPI Human Rights Policy posted on the TPI website which may be updated from time to time. Without limitation, the Parties mutually acknowledge that failure to comply with this Section shall be deemed a material breach of this Agreement incapable of cure.
5. Supplier Code of Conduct – Supplier agrees to comply with the TPI Supplier Code of Conduct posted on the TPI website which may be updated from time to time.

P. HAZARDOUS MATERIALS; MSDS

If applicable, Supplier will provide each Site with all appropriate Material Safety Data Sheets (“MSDS”) at the time of delivery of each shipment of Products which requires such compliance, and any updates of the same. If Supplier uses chemicals, PCBs or any potentially hazardous materials (collectively, “Materials”), Supplier assumes responsibility and will indemnify, defend and hold harmless the TPI Indemnified Parties from and against any and all Claims arising out of Supplier’s use (including but not limited to the unloading, discharge, storage, handling, or disposal of any chemical or container therefore) of such Materials and for Supplier’s noncompliance with any related laws or regulations.

Q. ON PREMISES SERVICES; DRUG & ALCOHOL POLICY

If Supplier provides any services on TPI’s premises, Supplier acknowledges that those premises are used for operational or industrial applications and Supplier will become familiar with the safety rules at such premises to avoid injury to person or property. It is Supplier’s responsibility to provide necessary and adequate personal protective equipment (“PPE”) for its employees/subcontractors (“Supplier’s Personnel”). However, in the event that Supplier’s Personnel uses TPI provided PPE, Supplier will indemnify and hold TPI harmless against any and all Claims related to or caused by the use or misuse of such PPE. Upon completion of any services, Supplier will remove all excess materials, equipment and rubbish and leave premises in a clean condition. Supplier shall not bring, or permit to be brought, anywhere on or near the Site, any spirituous or intoxicating liquors, any drugs, the possession, use or distribution of which is prohibited by law.

R. CONFIDENTIALITY

1. If the parties have entered into a Non-Disclosure Agreement (the “NDA”), the exchange of information between the parties in the performance of their rights and obligations under this Agreement is subject to such NDA except that the (a) the purpose of that NDA

shall be deemed to include the exchange of information in connection with the performance of either party's obligations pursuant to this Agreement, and (b) the term of that NDA is hereby extended to equal the term of this Agreement (as further extended from time to time). The existence, scope and contents of this Agreement are considered to be Confidential Information (as defined in the NDA).

2. If the parties have not entered into an NDA, all information (both technical and business) disclosed by either party to the other, including but not limited to volumes and pricing of Products sold under this Agreement, will be held in strict confidence and not communicated to any other party, except as required by law or auditors, and as needed by authorized contractors in performing this Agreement; provided that such contractors agree to be bound to a nondisclosure agreement no less stringent than the obligations in this section. For five (5) years from the date of disclosure, the receiving party will exercise the same degree of care as it exercises for its own information of similar nature, but not less than reasonable care, to (a) prevent disclosure of information received from the other party, and (b) not use the other party's information for any purpose other than as needed to perform the Agreement. However, these non-disclosure and non-use provisions do not apply after and to the extent such information: (i) is or becomes generally available to the public through no act or failure to act by the receiving party; (ii) was already in the receiving party's possession at the time of its disclosure as shown by the receiving party's prior written records; (iii) is subsequently disclosed to the receiving party on a non-confidential basis by a third party without violating any obligation of secrecy relating to the information disclosed; or (iv) is subsequently developed independently by an employee or agent of the receiving party who did not have access to the information. Neither party will use the name of the other in publicity releases, referrals, advertising, or similar activity without the prior written consent of the other.
3. Notwithstanding Subsections 1 and 2 of this Section R, Supplier agrees that TPI is permitted to disclose pricing and other material terms of this Agreement to TPI's customers.

S. INSURANCE

Supplier will insure the Products for all risks until received at the point of delivery. If Supplier works on TPI facilities except to review or resolve TPI production issues, prior to commencing work or services, Supplier will obtain and maintain for the entire duration of this Agreement the following insurance coverages on its operations under this Agreement: (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 \$1,000,000 per occurrence, \$1,000,000 products and completed operations aggregate, and \$1,000,000 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 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 any work or Service is performed on TPI facilities, TPI will be designated as an Additional Insured to the CGL evidenced by copy of the endorsement or policy form attached to the Certificate of Insurance. If providing Services on TPI facilities, the Additional Insured endorsement will be applicable to Supplier's "operations" for TPI. 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 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 thirty (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 coverage for Supplier and its subcontractors will have an A.M. Best's rating of no less than B+. 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.

T. FORCE MAJEURE

Supplier acknowledges that time is of the essence in its performance. However, neither party will be liable to the other for damages for failure to carry out this Agreement in whole or in part when the failure is due to national strikes, fires, floods, earthquakes, or other natural disasters, freight embargoes, governmental or administrative prohibitions, riots, and acts of public enemies or terrorists. If either party is affected by any such event, shipments already in route will be accepted and paid for. A party affected by such an event will immediately notify the other, describing the event and estimating its duration. The parties will cooperate in good faith to mitigate the effects of the event. Regardless, if Supplier is unable to honor the Agreement in a timely fashion, TPI will be entitled to seek Products from another supplier without penalty and those Products will count towards any volume requirements that TPI has committed to purchase. Alternatively, at its sole election, TPI may terminate this Agreement. Unless excused per this Section T, if TPI must acquire Product from another supplier on an emergency basis because Supplier is unable to timely perform on the agreed schedule, Supplier will reimburse TPI for all commercially reasonable additional costs and expenses incurred to obtain the Products.

U. RIGHT TO TERMINATE

At TPI's convenience, TPI may terminate the applicable PO by written notice as to all or any part of the Products not delivered, except for any POs for Products that, in good faith, are already in the manufacturing or delivery process (including non-cancellable orders for reasonable quantities of raw materials for which Supplier has no other use), prior to receipt by Supplier of the notice. Upon receipt of such notice, Supplier shall immediately discontinue all efforts under this Agreement or PO. As to Products that are standard manufactured items, TPI's only obligation shall be to pay for Products delivered to TPI prior to receipt of the notice of termination. As to Products specially manufactured for TPI, Supplier will stop all work on receipt of notice of termination, unless otherwise directed by TPI. Upon such termination, TPI will pay reasonable costs incurred by Supplier directly connected with the PO, including costs and cancellation charges actually incurred by Supplier under subcontracts (such as those involving otherwise non-usable raw materials). Such settlement proposal shall be provided to TPI within ten (10) working days of receipt of TPI's notice to terminate. Such payment shall not exceed the total price of the applicable PO, and shall be reduced by any deposits, refunds or salvage values available to Supplier. Upon such payment, title to Products and/or Services shall pass to TPI.

V. DEFAULT

A party will be in default under this Agreement if it: (a) fails to timely pay an undisputed amount within twenty (20) business days' notice from the other party; (b) fails to cure a performance breach, including, but not limited to delivery, quality or specification compliance or any of the

Agreement terms contained herein within ten (10) business days of receipt of written notice of breach; or (c) is adjudicated bankrupt, files for reorganization, becomes insolvent, or if a receiver is appointed for it. In addition to any other available remedies, the non-defaulting party may immediately terminate this Agreement without liability by written notice to the defaulting party. Any such termination will not affect rights or obligations accrued or owed prior to the effective date of the termination notice.

W. NOTICES

Supplier and TPI agree that all notices, requests, demands and other communications required by the Agreement must be in writing and be delivered to the parties at the addresses as set forth on the first page of the Agreement or PO or any other address that a party may designate by notice to the other parties. Notices are considered delivered upon actual receipt if delivered personally or by fax or an overnight delivery service, and at the end of the third business day after the date of deposit in the United States mail, postage pre-paid, certified, return receipt requested.

X. NO AGENCY RELATIONSHIP

Supplier shall act hereunder in all respects as an independent contractor. This Agreement does not create an agency relationship between the parties and does not establish a joint venture or partnership between the parties. Neither party has the authority to bind the other party or represent to any person that the party is an agent of the other party.

Y. AGREEMENT INTERPRETATION

The parties to this Agreement represent that they have negotiated and understand its provisions and agree that no presumptions should be made against the drafter. This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. No waiver will be binding on TPI unless it is in writing and signed by the party making the waiver. TPI's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

Z. ASSIGNMENT

Supplier shall not assign or delegate its rights and obligations hereunder. Any attempted assignment or delegation by Supplier without the prior consent of TPI shall be void or of no effect.

AA. COUNTERPARTS; FACSIMILE SIGNATURES

This Agreement may be executed in one or more counterparts and when taken together shall constitute one and the same instrument. A facsimile of a signature shall have the same force and effect as an original signature.