



Standard Terms of Service

Affiliate means a corporation, subsidiary, or other entity of which at least fifty percent (50%) of the outstanding shares or securities (representing the right to vote for the election of directors or other managing authority or otherwise control of the company) is now or hereinafter, owned or controlled, directly or indirectly, by a party hereto. Such corporation or other entity shall be considered an Affiliate only so long as such ownership or control exists.

PO means an approved purchase order ("PO") placed by TPI with the Supplier for Services which is accepted and confirmed in writing by the Supplier within five (5) calendar days. If Supplier fails to accept the PO in writing within five (5) calendar days, the PO is deemed accepted on the fifth day.

A. CONTROLLING DOCUMENTS, THE AGREEMENT. This Agreement will take precedence over any Supplier quote, acknowledgement, invoice or other Supplier form or document. Except to the extent modified by TPI's PO or by mutual agreement through a Statement of Work (hereinafter "SOW"), the terms and conditions in this Agreement will apply to all SOWs between the parties and POs placed by TPI with Supplier for all TPI sites. TPI's POs and/or SOW's may include or include by reference specifications (the "Specifications"), drawings and other terms, which may modify or be in addition to the terms of this Agreement. If the Supplier's quotation or proposal is referred to in a PO and/or attached to the PO, the intent of such reference or attachment is only to specify the nature and description of the Deliverables ordered and only to the extent that such terms are consistent with this Agreement. 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. ENGAGEMENT AND STATEMENT OF WORK

1. TPI engages Supplier to provide all services, materials, documentation, reports, and any other outputs necessary to fulfill the requirements specified in a PO or SOW (collectively, the "Deliverables").
2. Each PO and/or SOW shall contain: (i) a detailed description of the Deliverables to be performed, (ii) the amount, schedule and method of payments to be paid to Supplier by TPI; and (iii) the term of the PO and/or SOW, if different from the term of this Agreement. Each PO and/or SOW issued pursuant to this Agreement shall be deemed incorporated into and governed by the terms of this Agreement, and the Supplier's provision of Deliverables shall be governed by this Agreement as supplemented by the terms of the applicable PO and/or SOW. Except to the extent modified by TPI's PO, or by mutual agreement through an SOW, the terms and conditions in this Agreement will apply to all SOWs between the parties and POs placed by TPI with Supplier for all TPI sites. No TPI financial obligation will arise without issuance of a PO.

C. Availability. Supplier represents that it can provide the Deliverables in a timely fashion in accordance with the terms of this Agreement, the relevant SOW and/or TPI's PO.

D. Changes. TPI may request modifications to the original PO or SOW, which may include, but are not limited to, adjustments to specifications, drawings, or delivery schedules, by submitting a written change order to the Supplier. If any changes cause an increase or decrease in the cost of, or the time required for the performance of, any Deliverables under a PO or SOW, an equitable adjustment shall be made in Supplier's payment or delivery schedule, or both. Any Supplier claim for an adjustment must be asserted within ten (10) days of Supplier's receipt of the change notification and must be approved in a written amendment ("Change Order").

E. PRICING & SALES TAXES. Pricing will be as specified in the relevant SOW 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.

F. PAYMENT TERMS; INVOICING REQUIREMENTS

1. All payment terms under this Agreement are due net sixty (60) days from the Payment Start Date. The Payment Start Date will be the date the Deliverables are completed, unless otherwise specified in the PO or SOW. Supplier shall not be entitled to submit any invoices to TPI in advance of the Payment Start Date.
2. **Invoice Requirements.** Supplier's invoice must be issued no later than thirty (30) days after receipt of Deliverables by TPI and must be dated no earlier than the later of (i) the actual date of completion of Deliverables or (ii) the invoice issuance date, which will mark the start of the payment term clock. TPI shall be entitled to reject Supplier's invoice without liability if it is inaccurate, does not comply with the requirements set forth herein, or fails to include the Purchase Order number, correct order quantity, price, or completion date. Any modification to an invoice requires a revision of the invoice issuance date. Each party will promptly notify the other party in the event of an invoice dispute. The parties will work together in good faith to resolve all invoice disputes. Supplier will not cease or suspend any Product shipments while the parties are working towards resolution of any invoice dispute. TPI shall be entitled at any time to set-off any and all amounts owed by Supplier or a Supplier Affiliate to TPI or a TPI Affiliate, on this or any other order or agreement.

3. **Financial Audit Rights.** 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 or equivalent international financial reporting and audit standards. Supplier's records pertaining to the performance of this Agreement, the relevant SA and/or PO 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 any PO.

G. INSPECTION AND ACCEPTANCE

1. Acceptance or rejection of any Deliverables shall be made upon completion of Deliverables. Failure to inspect, accept or reject the Deliverables, or failure to detect defects by inspection, shall neither relieve Supplier from responsibility for all requirements nor impose liabilities on TPI for its failure to identify such defects.
2. If any of the Deliverables under this Agreement, are found to be defective, or otherwise not in conformity with the requirements of this Agreement, including any applicable specifications, TPI, in addition to such other rights, remedies and choices as it may have by agreement and/or by law, at its option and sole discretion, and at Supplier's expense may: (a) reject and return such deliverables; (b) require Supplier to re-perform/replace the non-conforming Deliverables with Deliverables that conform to the requirements of this Agreement; and/or (c) take such actions as may be required to cure all defects and/or bring the Deliverables into conformity with all requirements; (d) Supplier will reimburse TPI for its costs or, at TPI's option, TPI can offset such costs against any amounts owing to Supplier.

H. WARRANTY.

1. **Warranty.** Supplier represents, warrants and covenants that, for a period of no less than twelve (12) months from the date upon which the Deliverables are completed, or from the date when the Performance Guarantees set forth in the PO have been achieved, whichever occurs later (the "Warranty Period"), that:
 - a. Deliverables will be in strict accordance with the specifications, designs and other requirements (including performance specifications) approved or adopted in any PO or SOW;
 - b. Deliverables will be performed in a competent and professional manner in accordance with the highest standards and best practices of Supplier's industry;
 - c. All Deliverables sold will be free of any claims of any nature and by any third person, including but not limited to claims of Intellectual Property infringement and Supplier will convey clear title to TPI; and
 - d. All Deliverables will be of merchantable quality, free from all defects in design, workmanship and material and will be fit for the particular purpose for which they are purchased.
2. **Performance Guarantees.** For the purpose of determining whether Deliverables are defective or non-conforming (resulting from faulty design, material and/or workmanship), Performance Guarantees that are specified in a SOW and/or PO are not achieved until the defect or non-conformity is remedied and the Products or Deliverables are performing within all specifications set forth in the SOW and/or PO.
3. **Safety and Regulatory Requirements.** The Deliverables provided by Supplier shall meet all applicable laws, rules, and standards in all regions where the Deliverables are used. Supplier shall ensure that all equipment, components, and materials meet recognized international safety, environmental, quality standards, and any other applicable local or regional regulatory requirements.
4. **Rework of Deliverables.** If Deliverables do not comply with the warranty set forth in Section I (2), above or any defect develops under normal or proper operation as per Supplier's instructions, Supplier will provide, at its sole expense, technical expertise and the parts, materials and equipment, and labor necessary to remedy any defect or nonconformity by re-performing any defective or nonconforming Deliverables.

I. REPRESENTATIONS. TIME IS OF THE ESSENCE. Supplier represents and warrants that: (a) it has full power and authority to enter into the relevant SOW, if applicable, and this Agreement and to perform its obligations; (b) this Agreement and the relevant SOW, if applicable, constitutes a legal, valid, and binding obligation of the Supplier, enforceable against the Supplier in accordance with its terms; ; (e) Supplier has assured that it's employees or subcontractor providing Deliverables 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 the relevant SOW, if applicable, and this Agreement. Further, Supplier represents and warrants that the signing and delivery of the relevant SOW, if applicable, and this Agreement by the Supplier and the performance by the Supplier of all of the Supplier's obligations under the agreement(s) 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 Deliverables in accordance with the Deliverables specified by TPI set forth in a SOW and/or PO.

J. INDEMNITY. Supplier shall take all necessary precautions to prevent the occurrence of any injury to persons, property or the environment during the progress of work and ensure that its Personnel neither pose a threat to TPI's safe work environment nor the integrity of its business operations. 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 a SA, this Agreement and/or any PO; (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 Deliverables without first obtaining TPI's written consent.

K. GOVERNING LAW; VENUE. This Agreement, any SA and all POs are governed by the laws of the State of Arizona, without giving effect to any conflict-of-law principles. The parties expressly agree that the United Nations Convention on Contracts for International Sale of Goods (CISG) shall not apply to this Agreement, any SA, or any PO. Any action or proceeding arising out of this Agreement, a SA or a PO 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. The parties will use reasonable efforts to resolve any disputes related to this Agreement, any SA and all POs, the terms of which will be agreed to in good faith by the parties. If not resolved within sixty (60) business days after commencing discussion, the parties will attempt in good faith to resolve the dispute through non-binding mediation. If, after ninety (90) business days, the dispute has not been resolved, the parties may mutually agree to continue the mediation, agree to arbitration, or file an action in court.

L. Supplier's Personnel. While 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 Deliverables, Supplier will remove all excess materials, equipment and rubbish and leave premises in a clean condition.

1. TPI shall have the right to request removal of Supplier's Personnel for any reason and at anytime.
2. 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.

M. SUBCONTRACTORS. In the event that a subcontractor is used by Supplier, Supplier is directly responsible for the performance of such subcontractor and will indemnify, defend, and hold the TPI Parties harmless in the event of any omission or 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 Deliverables without first obtaining TPI's written consent.

N. COMPLIANCE. In performing this Agreement, a SA or a PO, Supplier will comply with all applicable federal, state, national and/or provincial laws, regulations, ordinances, permits and orders, including those regarding labeling, environmental, health, safety, child welfare, nondiscrimination, wage & hour and other workplace laws and regulations. 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, all SAs and all POs. Supplier will familiarize itself and conduct its obligations in compliance with the following additional requirements, which can also be found at <https://tpicomposites.com/suppliers/supplier-resources/>:

1. **ANTI-BRIBERY AND ANTI-CORRUPTION LAWS.** 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, a SA or PO or any other agreement between the parties. Each party further represents that it has knowledge and understanding of all applicable Anti-Bribery and Anti-Corruption Laws, including but not limited to the Foreign Corrupt Practices Act of the United States of America ("FCPA"), the United Kingdom Bribery Act, and the Anti-Unfair Competition Law of the People's Republic of China ("AUCL"). 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 any applicable Anti-Bribery and Anti-Corruption Law. In the event Supplier is found to have violated any applicable Anti-Bribery or Anti-Corruption Law, TPI may terminate this Agreement, a SA or any PO, without liability and, in the case of an agreement, the relevant POs shall in the event of termination by TPI be rendered void.
2. **EXPORT LAWS.** 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 each country where it is exporting Products.

3. **CONFLICT MINERALS.** Supplier shall make all commercially reasonable efforts to supply all certifications and information relating to "Conflict Minerals" (as defined in Section 1502 of the Dodd–Frank Wall Street Reform and Consumer Protection Act) in such form and at such time as requested by TPI or its customers. 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 the TPI Supplier Code of Conduct ("SCC") posted on the TPI website which may be updated from time to time. This SCC supersedes all SCC's signed by Supplier prior to the date of this Agreement.
6. **Supply Chain Sustainability and Due Diligence.** Supplier agrees to comply with the terms outlined in the TPI Supply Chain Sustainability and Due Diligence Policy posted on the TPI website which may be updated from time to time.
7. **ENVIRONMENTAL, HEALTH AND SAFETY.** Supplier shall comply with all applicable laws and regulations prohibiting or restricting the use or handling of specific substances, including but not limited to, EU REACH, Turkey KKDİK and US TSCA. In addition, Supplier will inform TPI of materials within their manufacturing process that do not comply with material and substance regulations or customer blacklists, as applicable.

O. 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, a SA and/or any PO 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, a SA and any PO, and (b) the term of that NDA is hereby extended to equal the term of this Agreement or a SA (as further extended from time to time). The existence, scope and contents of this Agreement and/or a SA 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 Deliverables sold under this Agreement, a SA and any PO, 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, a SA or any PO; 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 S, Supplier agrees that TPI is permitted to disclose pricing and other material terms of this Agreement, any SA and its POs to TPI's customers.

P. INSURANCE. Supplier will insure the Products for all risks until received at the point of delivery. Supplier will obtain and maintain the following insurance coverages on its operations under this Agreement, a SA and/or PO, prior to commencing work: (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; (d) Professional Errors and Omissions Insurance covering the activities of Supplier written on a "claims made" basis with a minimum limit equal to \$1,000,000 per occurrence. and (e) 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. 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. 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. Upon request, Supplier will provide TPI with a Certificate of Insurance and endorsements or policy forms evidencing compliance with the above requirements. 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.

Q. 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, government declared pandemics, 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, a SA and/or any PO in a timely fashion, TPI will be entitled to seek Deliverables from another supplier without penalty and those Deliverables will count towards any volume requirements that TPI has committed to purchase. Alternatively, at its sole election, TPI may terminate this Agreement, the relevant SA and/or a PO. Unless excused per this Section Q, 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 Deliverables.

R. TERM. The term of this Agreement will commence on the Effective Date and shall expire three (3) years from the Effective Date.

S. RIGHT TO TERMINATE.

1. **Termination for Convenience.** At TPI's convenience, TPI may terminate this Agreement, a SOW and/or a PO by written notice as to all or any part of the Deliverables not yet performed, prior to receipt by Supplier of the notice. Upon receipt of such notice, Supplier shall immediately discontinue all efforts under the Agreement, the SA and/or PO. Upon such termination, TPI will pay reasonable costs incurred by Supplier that are directly connected with the terminated Deliverables, including costs and cancellation charges actually incurred by Supplier under subcontracts. Supplier shall provide a settlement proposal to TPI within ten (10) working days of receipt of TPI's notice to terminate. Payment shall not exceed the total price of the SOW and/or applicable PO, and shall be reduced by any deposits, refunds or salvage values available to Supplier.
2. **Termination for Cause.** In addition to its remedies available to TPI, TPI may terminate this Agreement, any SOW, if applicable, and any PO issued thereunder, in whole or in part, in the event of a material breach of Supplier's obligations including but not limited to failure to meet Deliverables, performance standards, or compliance obligations. Before such termination, TPI shall deliver to Supplier a specific notice of the failure, describing the problem, and TPI shall provide Supplier an opportunity for at least thirty (30) days after such notice to cure the problem if cure is feasible within such period in the opinion of TPI. Within five (5) business days of TPI's written request, Supplier shall provide a written copy of Supplier's plan to cure such breach (including schedule for implementation thereof). TPI may immediately terminate the Agreement, a SA and/or any PO issued thereunder, for cause, upon the occurrence of any of the following: (a) if Supplier institutes proceedings (or consents to proceedings) or files a petition requesting relief under the Federal Bankruptcy Code or any similar or applicable federal or state law; (b) if a petition under any federal or state bankruptcy or insolvency law is filed against Supplier; (c) if Supplier admits in writing its inability to pay its debts generally as they become due; (d) if Supplier makes a general assignment for the benefit of its creditors; (e) if a receiver, liquidator, trustee or assignee is appointed on account of its bankruptcy or insolvency, or if a receiver of all or any substantial portion of Supplier's properties is appointed; or (f) if Supplier violates any laws, statutes, ordinances, rules, regulations or orders of any governmental body. In case of any such termination, Supplier will not be entitled to receive any further payment for any Deliverables or work performed by Supplier through the date of termination. TPI's right to terminate this Agreement, a SOW and/or any PO issued thereunder pursuant to this Section will be in addition to and not in limitation of any rights or remedies existing hereunder or pursuant hereto or at law or in equity.
3. **Effect of Termination for Cause.** Upon TPI's termination of this Agreement, SOW or any PO, for cause, Supplier shall immediately cease all work pursuant to the terminated PO and/or SOW unless otherwise instructed in writing by TPI. If the unpaid balance of any terminated or cancelled SOW or PO exceeds all costs to TPI of completing the work, then Supplier shall be paid for all work performed and completed by Supplier to the date of termination, less the costs to TPI of completing the work. If such costs to TPI of completing the work exceed such unpaid balance, Supplier shall pay the difference to TPI immediately upon TPI's demand. The costs to TPI of completing the work shall include (but not be limited to) the cost of any additional Deliverables required thereby, any costs incurred in retaining another supplier, contractor or subcontractor, any additional interest or fees that TPI must pay by reason of a delay in completion of the work, attorneys' fees and expenses, and any other damages, costs and expenses TPI may incur by reason of completing the work or any delay therein. Nothing

contained in this Section shall limit or restrict TPI's rights to terminate or cancel any PO without liability or obligation to Supplier.

T. NOTICES. Supplier and TPI agree that all notices, requests, demands and other communications required by the Agreement or a SA must be in writing and be delivered to the parties at the addresses as set forth on the PO and emailed to the following designated email addresses: TPI: legalnotices@tpicomposites.com. Notices are considered delivered upon actual receipt if delivered personally or by email 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.

U. NO AGENCY RELATIONSHIP. Supplier shall act hereunder in all respects as an independent contractor. This Agreement nor any SA creates 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.

V. AGREEMENT INTERPRETATION. The parties to this Agreement and any SA represent that they have negotiated and understand its provisions and agree that no presumptions should be made against the drafter. This Agreement, any SA and relevant POs 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, a SA or a PO 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, a SA and the PO will not be impaired. This Agreement, any SA between the parties, the POs and the NDA contain 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, a SA or a PO will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

W. ASSIGNMENT. Supplier shall not assign or delegate its rights and obligations under this Agreement, a SA or any PO. Any attempted assignment or delegation by Supplier without the prior consent of TPI shall be void or of no effect.

X. COUNTERPARTS; SIGNATURE AUTHORITY. This Agreement or a SA may be executed in one or more counterparts and when taken together shall constitute one and the same instrument. An electronic signature shall have the same force and effect as an original signature. The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.