

LIMITED WARRANTY STATEMENT FOR SALE OF SOLAR MODULES

A. APPLICABILITY

This LIMITED WARRANTY STATEMENT (hereinafter referred to as the “**Warranty Statement**”) applies to select (i) ALMM certified solar photovoltaic module(s) and (ii) 5 Busbar (BB) solar photovoltaic module(s), as applicable (hereinafter referred to as the “**Module(s)**” or “**product(s)**”) supplied by M/s. ADM Solar Power and Infrastructure Private Limited doing business under its brands ADM and/or Orient Solar or any other brand/trademark associated with ADM Solar Power and Infrastructure Private Limited or its affiliates (hereinafter referred to as “**ADM**”).

It is clarified that no warranty is provided by ADM for any failure in the site preparation, mounting, wiring, and connection to the power grid or any other necessary power infrastructure related to the Module(s)/product(s) and ADM disclaims any and all warranties of power infrastructure (other than the Module(s)/product(s)), express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, use, or application.

This Warranty Statement is a part of the general terms and conditions of sale which forms an integral part of all quotations, offers to sell, proposals, acknowledgments, contracts, purchase orders, proforma invoices, invoices, sale orders for sale of Module(s)/product(s) and acceptances of orders by ADM. Notwithstanding anything contained herein, in case of any conflicting terms and conditions set forth in any contract/purchase order or similar communication submitted to ADM by the buyer, the terms and conditions set forth in this Warranty Statement, will prevail. ADM reserves the right to amend the terms of this Warranty Statement without any prior intimation and such amendment shall be deemed to be incorporated herein and shall be accepted by the buyer till such amendments do not affect the performance of the Module(s)/product(s) sold.

ADM provides the warranties set forth in clause B (Limited and Conditional Product Warranty) for both ALMM Certified Module(s)/product(s) and 5 Busbar Module(s)/product(s); and clause C (Limited and Conditional Warranty for Power Output) only for ALMM Certified Module(s)/product(s); to the buyer warranting that the Module(s)/product(s) shall be free from defects in material and workmanship that have an effect on the Module(s)/product(s)' functionality under normal application, installation, use and service, subject to the exclusions and limitations as mentioned in this Warranty Statement. The said warranty shall be applicable for the periods stated herein, in each case commencing from the date of first invoice from ADM to the first buyer (hereinafter referred to as the “**Warranty Start Date**”).

Notwithstanding anything contained herein or any contract/purchase order or otherwise, it is hereby reiterated that: (i) if ADM has expressly agreed to provide a warranty which is specifically mentioned in the contract/purchase order or agreed upon in a written agreement, signed by both ADM and the buyer or the packaging of the Module(s)/product(s) contains a warranty card, then such warranty shall be provided in accordance with this Warranty Statement. In the absence of an explicit agreement in writing by ADM to provide a warranty, ADM disclaims any and all warranties of the Module(s)/product(s), express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, use, or application; (ii) ADM shall not be liable to the buyer for any matters, including defects in material and workmanship, if any component of the Module(s)/product(s), such as solar cells, etc. is provided by the buyer itself. Consequently, the buyer shall not make any claim for damages, whether during the Term of Product Warranty or Term of Power Output Warranty or otherwise against ADM related to the Module(s)/product(s).

B. LIMITED AND CONDITIONAL PRODUCT WARRANTY

ADM provides limited and conditional product warranty for the select (i) ALMM Certified Module(s)/product(s) for a period of 10 (ten) years and (ii) 5 Busbar Module(s)/product(s) for a period of 5 (five) years, starting from the Warranty Start Date subject to the terms and conditions contained in this Warranty Statement (hereinafter referred to as “**Term of Product Warranty**”). If during the Term of Product Warranty, the Module(s)/product(s) is/are found to be having manufacturing defects, then ADM will, at its sole and absolute discretion either:

- (a) repair the Module(s)/product(s); or
- (b) replace such Module(s)/product(s) with similar Module(s)/product(s); or
- (c) refund the lesser of: (X) the purchase price of the Module(s)/product(s) at the date of the claim, adjusted for depreciation. Depreciation shall be calculated at a rate of 10% (ten percent) per annum from the date of purchase of the Module(s)/product(s) to the date of the claim, or (Y) the then prevailing price of the Module(s)/product(s) on the date of the claim, provided that the prevailing price does not exceed the original sale price at which the buyer purchased the Module(s)/product(s).

It shall be liability of the buyer to mount replacement of the Module(s)/product(s) at their own costs and expenses. This warranty is subject to the exclusions and limitations as mentioned in this Warranty Statement.

C. LIMITED AND CONDITIONAL WARRANTY FOR POWER OUTPUT

ADM provides limited and conditional warranty for the select ALMM Certified Module(s)/product(s) for a period of 25 (twenty-five) years (90% (ninety percent) output warranty at Nominal Operating Cell Temperature (“**NOCT**”) for initial 10 (ten) years and 80% (eighty percent) output warranty at NOCT for rest 15 (fifteen) years), subject to the terms and conditions contained in this Warranty Statement (hereinafter referred to as “**Term of Power Output Warranty**”) with respect to power output, starting from the Warranty Start Date. It is hereby clarified that the power output of the Module(s)/product(s) shall depend on various factors such as environment conditions, power infrastructure, power voltage, change in weather conditions such as sunlight, etc. The Module(s)/product(s) require proper sunlight and clear weather for better performance as committed. It is further clarified that there is no limited and conditional warranty for power output in case of 5 Busbar Module(s)/product(s).

The actual power output of the Module(s)/product(s) shall be determined for verification using NOCT only and measurement system uncertainty shall be included in all actual power measurements.

D. WARRANTY EXCLUSIONS AND LIMITATIONS

The warranty shall not apply to or becomes void for any Module(s)/product(s) which have been subjected to misuse, abuse, neglect, alteration, disassembly, any internal changes, improper installation, removal from its original installation, re-installation and/or application including improper wiring, non-observance of ADM’s installation or maintenance instructions, repair or modifications by third-party other than an ADM approved technician, failures due to power surges or surrounding equipment, improper connections resulting in hazardous reverse current or other events outside ADM’s control, accidental breakage, extreme thermal or environmental conditions or rapid changes in such conditions. Furthermore,

- (i) The warranty under this Warranty Statement shall apply only to those Module(s)/product(s) against which 100% (hundred percent) payment is made by the buyer to ADM.
- (ii) Consumable wearing items in the Module(s)/product(s) like string fuses, SPD, MOV, switches, plugs, door locks sockets and power infrastructure are excluded from guarantee/warranty and will be replaced on a pre-defined chargeable basis.
- (iii) The warranty claim will not be applicable in the event there is failure to comply with the operating, installation manual, and/or service and maintenance manual which is published on the website of ADM at <https://admsolarpower.com/installation-and-manual/> and <https://admsolarpower.com/service-and-maintenance/> and on the website of Orient Solar at <https://www.orientsolar.com/downloads/installation-manual.pdf> and <https://www.orientsolar.com/downloads/service-and-maintenance.pdf>.
- (iv) For a warranty claim to be valid, the warranty card of the respective Module(s)/product(s) bearing the date of manufacturing/purchase must be fully legible, the warranty seal undamaged and the end buyer invoice must be available.
- (v) The completely filled warranty booklet with bar code intact and along with a copy of the cash memo/bill must accompany all claims arising within the warranty period. Tampering or overwriting of Module(s)/product(s)' serial number or similar identification marks, manufacturing code on the warranty booklet or the Module(s)/product(s) will invalidate this warranty claim.
- (vi) There exists no warranty for those Module(s)/product(s) whose type or serial numbers or similar identification marks appears to be changed, erased, removed, illegible or in any manner altered or tampered.
- (vii) This warranty does not apply to any alteration of the appearance of the Module(s)/product(s) that does not affect the performance or functionality of the Module(s)/product(s).
- (viii) This warranty does not cover any costs associated with on-site labour and any costs associated with the installation, removal, reinstallation, shipping or transportation of the Module(s)/product(s) or any components, any customs clearance or any and all other costs of return or re-shipment of Module(s)/product(s).
- (ix) This warranty does not cover any failure in the site preparation, mounting, wiring, and connection to the power grid or any other necessary power infrastructure related to the Module(s)/product(s).
- (x) The warranty is not available for acts occurred as a result of force majeure events like acts of God/ nature such as (but not limited to) lightning, explosion, earth-quake, fire, flood, acid rain, hurricane, cyclone, volcanic eruptions, landslides and other natural calamities, epidemic, pandemic, war, riots, strikes, lockouts, warlike conditions, embargo, government requirement, civil or military authority, actions of third-parties and other unforeseeable or unavoidable events that are not caused by or attributable to ADM. In such cases, performance by ADM of this Warranty Statement shall be suspended or avoided, without any liability whatsoever.
- (xi) This warranty does not apply to any deterioration in appearance due to naturally occurred scratches, stains, mechanical wear, rust, mold, degradation, discolouring, and other alteration that occurred after shipment from ADM's plant of manufacture but do

not affect the power generation performance or mechanical strength of the Module(s)/product(s).

- (xii) This warranty does not apply to glass breakage where the event occurred due to external cause. Claims in the event of glass breakage shall only be enforceable to the extent that there was no external cause for the breakage (i.e. only breakage caused by the glass itself of the Module(s)/product(s) is covered).
- (xiii) The warranty provided herein does not cover damage, malfunctions or service failures of the Module(s)/product(s) caused by:
 - (a) Defects and/or failures caused by devices and/or parts other than the Module(s)/product(s) or by mounting methods of such devices and/or parts; or
 - (b) Defects and/or failures caused by defective wiring, installation, or handling; or
 - (c) Any damages caused by abrasion, artificial damage or animals; or
 - (d) Defects and/or failures caused by inappropriate environmental conditions or installations not in conformance with Module(s)/product(s) specifications, or labels attached to the Module(s)/product(s); or
 - (e) Defects and/or failures caused by unauthorized maintenance, operation or modification regardless of whether such act is wilful misconduct or negligence; or
 - (f) Defects and/or failures caused by removal from the original place of installation or reinstallation at an alternate location; or
 - (g) Exposure to voltage in excess to the maximum system voltage at the lowest temperature of the place or power surges; or
 - (h) Installation in direct contact with salt water, that is to say in offshore (e.g. platforms) and marine (e.g. piers, boats) applications, or contamination resulting from exceptional exposure to salt water or other chemicals; or
 - (i) Defects and/or failures caused by repairs not in accordance with ADM's instructions; or
 - (j) Defects and/or failures caused by inappropriate handling during transportation or storage; or
 - (k) Negligent maintenance or non-performance of the periodic function checks of the system; or
 - (l) Cosmetic variation, stains or scratches that do not affect power output; or
 - (m) Exposure to voltages in excess of maximum system voltage specified in datasheet; or
 - (n) Failure to comply with the applicable safety regulations by the buyer; or
 - (o) Wilful misconduct or negligence or other improper acts or omissions of the buyer, its employees, agents, super stockists, stockists, distributors, dealers, retailers or other third-parties; or

- (p) The power supplied to any part of the Module(s)/product(s) exceeding the rated tolerance. Any external device attached by the buyer creating conditions exceeding the rated tolerance of the Module(s)/product(s). Operation of the Module(s)/product(s) that renders the warranty void will be defined to include all of the possibilities described in this clause, together with any practice which results in conditions exceeding the design tolerance of the products.
- (xiv) The warranty claim shall not be applicable if the buyer does not follow the below mentioned necessary instructions:
 - (a) Module(s)/product(s) must be in shadow free area,
 - (b) Module(s)/product(s) must be cleaned with shampoo and fresh water and dried with wiper/cloth in every 7 (seven) days regularly,
 - (c) Module(s)/product(s) cleaning time must be before sunrise and after sunset,
 - (d) Module(s)/product(s) must be in south facing +/- 15 Degree.
- (xv) ADM may, at its sole and absolute discretion, use its own equipment under NOCT or engage a neutral third-party laboratory accredited by National Accreditation Board for Testing and Calibration Laboratories (“NABL”) (in case of conflict of opinion between the buyer and ADM pertaining to the test reports) for testing performance of Module(s)/product(s), for those Module(s)/product(s) for which the buyer has raised warranty claim. The costs of the said tests are to be borne by the buyer. If the results of such test prove beyond reasonable doubt that the Module(s)/product(s) is/are not performing to the extent it was supposed to perform in generating the warranted percentage of its specified minimum power output during the Term of Product Warranty Term and/or Term of Power Output Warranty, then ADM will, at its sole option either (a) repair; (b) supply similar Module(s)/product(s) as replacement; or (c) refund the lesser of: (X) the purchase price of the Module(s)/product(s) at the date of the claim, adjusted for depreciation. Depreciation shall be calculated at a rate of 10% (ten percent) per annum from the date of purchase of the Module(s)/product(s) to the date of the claim, or (Y) the then prevailing price of the Module(s)/product(s) on the date of the claim, provided that the prevailing price does not exceed the original sale price at which the buyer purchased the Module(s)/product(s). This is subject to warranty exclusions and limitations. Repair or replacement of Module(s)/product(s) shall be performed free of charge only and only if the Module(s)/product(s) is/are found to have manufacturing defect or short in output proved through the aforesaid test reports. Since the test(s) is/are performed with the consent of the buyer, ADM/selected third-party laboratory’s inspections and tests shall be final and decisive for the existence or non-existence of the defect, non-conformity and/or output shortage. In case the buyer decides to engage a neutral third-party testing agency to conduct the tests with the prior written consent of ADM, the cost of conducting such tests and the shipping charges for any allegedly detected Module(s)/product(s) shall be paid by the buyer. If the Module(s)/product(s) is to be repaired at the premises of the buyer, the buyer shall pay necessary charges covering travel related costs for ADM’s service personnel.
- (xvi) The buyer shall be responsible for inspecting and accepting the Module(s)/product(s), their packaging and packaging material during the pre-delivery inspection (“PDI”). Any claim related and/or linked to damages to the Module(s)/product(s), including in packaging and packaging material, such as impacts on pallets, will only be accepted by

ADM if the buyer promptly notifies ADM in writing, providing details and nature of the damaged Module(s)/product(s) during the PDI along with high quality and clear pictures of the defective Module(s)/product(s) and in accordance with the process mentioned in the general terms and conditions of sale.

- (xvii) Notwithstanding anything contained herein or any contract/purchase order or otherwise, ADM's maximum liability to the buyer for damages on the date of a claim, notwithstanding any disclaimers herein, shall be limited to the lesser of: (a) the purchase price of the Module(s)/product(s) at the date of the claim, adjusted for depreciation. Depreciation shall be calculated at a rate of 10% (ten percent) per annum from the date of purchase to the date of the claim, and (b) the then prevailing price of the Module(s)/product(s) on the date of the claim, provided that the prevailing price does not exceed the original sale price at which the buyer purchased the Module(s)/product(s).
- (xviii) Notwithstanding anything contained herein or any contract/purchase order or otherwise, ADM shall not in any circumstances be liable to the buyer or any third-party for the death of any person or any loss, injury or damages to any person or property by use of the Module(s)/product(s).
- (xix) After replacement, the replaced Module(s)/product(s) shall become the sole and exclusive property of ADM.
- (xx) In case of replaced Module(s)/product(s), the warranty shall be available only for the remaining term of original Module(s)/product(s) and the term of warranties as per clause B (Limited and Conditional Product Warranty) and clause C (Limited and Conditional Warranty for Power Output) shall not again start from the date of replacement of Module(s)/product(s).
- (xxi) Return of any replaced Module(s)/product(s) is/are not accepted unless prior written authorization in writing has been given by ADM.
- (xxii) ADM may not necessarily supply the identical Module(s)/product(s) owing to constant changes in technology but would supply similar Module(s)/product(s) that may be available at the time of warranty claim. ADM shall have a right to deliver another type of Module(s)/product(s) (different in size, shape, colour and/or power) where ADM has discontinued producing the Modules(s)/product(s) being replaced under the claim.
- (xxiii) The installation of Module(s)/product(s) requires great degree of care and skills, it should only be performed by a qualified and licensed professional appointed by the buyer, including, without limitation, licensed contractors and licensed electricians.
- (xxiv) Repair, replacement or refund of Module(s)/product(s) on ADM's discretion shall be ADM's sole and exclusive obligations and buyer's sole and exclusive remedies under this Warranty Statement. ADM hereby disclaims any other responsibility or liability, the buyer waives all his legal rights upon accepting any of the remedies provided under this Warranty Statement.
- (xxv) All warranty claims (with proof of defect) must be received within the Term of Product Warranty and/or Term of Power Output Warranty for the warranty to be effective. Any claim that accrued within the relevant Term of Product Warranty and/or Term of Power Output Warranty but brought even a single day after the expiry of the Term of Product Warranty and/or Term of Power Output Warranty shall not be entertained by ADM and buyer thereby discharges ADM unconditionally against any claims of whatsoever nature with respect to the Module(s)/product(s) covered under this Warranty Statement.

E. PROCEDURE TO CLAIM WARRANTY

If the buyer or permitted assigns of the Module(s)/product(s) feels that they have a justified claim covered under this Warranty Statement, such person shall send a written notification along with the tear off portion of the warranty booklet which needs to be filled in completely. The buyer will arrange to send this for registration of warranty within 15 (fifteen) days after the discovery of the defect giving rise to the warranty claim. Such written notification along with the documents shall be sent directly to ADM at its registered office and factory address at Raja Nahar Singh Metro Station, 22/1, The Printers House Private Limited, Mathura Road, Ballabgarh, Sikri Industrial Area, Faridabad - 121004, followed by an electronic mail to marketing@admsolarpower.com and also send a copy of all the documents of claim to the authorized ADM's super stockist/stockist/distributor/dealer/retailer from whom the buyer has purchased the Module(s)/product(s). Upon receipt of the written notification along with the warranty booklet ADM will then provide instructions and a claim form for filing the claim. Upon receipt of all the documentation required and specified in ADM's claim form, ADM may, at its sole and absolute discretion, seek further verification of the buyer's claim such as the complete system details of the Module(s)/product(s) and the operation and maintenance details of the Module(s)/product(s). All warranty claims must be received within the relevant Term of Product Warranty and/or Term of Power Output Warranty, as applicable, for the warranty to be effective.

The warranty could be claimed only by the buyer, at one time for one cause, as the case may be and not by both, or twice. No warranty claim shall be entertained by ADM unless otherwise the same invariably includes the following information along with such claim statement:

- (i) Name and address of the end buyer, installer and respective seller(s), name of super stockist/stockist/dealer/distributor/retailer and details of previous claims made, if any, and nature of such claims;
- (ii) Invoice copy with corresponding Module(s)/product(s)' serial numbers or similar identification marks;
- (iii) Module(s)/product(s) type, purchase order, installation agreement and installation report.
- (iv) Installation test report conforming to IEC 62446/ IEC 60364-6.
- (v) Copy of periodical maintenance reports as required/recommended by regional regulations and legal requirements;
- (vi) Acceptance protocol of handover after the installation was finished and the system connected to the grid with all relevant measured system data;
- (vii) The address of place of installation in case it differs from the address of buyer;
- (viii) A short but clear description of the problem at hand and what is claimed, as well as a short description of the tests which may have already been performed and with which tools, as well as their results;
- (ix) High quality and clear pictures of the defective Module(s)/product(s) which show the defect including pictures of the system and surrounding environment;

- (x) In case of low power output, information on Module(s)/product(s), power generator, inverter, the circuitry/power plant layout (can be accessed *via* installation documentation provided by the installer) and high quality and clear pictures of surroundings showing shadow and/or the shadow drawing/layout if made in an industry standard software;
- (xi) Place of purchase and name of super stockist/stockist/dealer/distributor/retailer;
- (xii) The requested warranty performance and reason of claim;
- (xiii) The buyer shall keep a record of maintenance carried out by it or its service provider on a regular basis in accordance with the service and maintenance manual. The service record must be filled in regularly by the buyer and duly stamped by the service provider, if any, as proof of specified maintenance. Without this record the claim of the buyer will be held invalid;
- (xiv) Details of previous claims, if any, and nature of such claims; etc.

ADM will not accept any returned Module(s)/product(s) without a prior lodged complaint or a prior written authorization given by ADM in accordance with this clause. Any false information including without limitation, false information relating to serial number or similar identification marks changed/altered/erased/made illegible in the warranty claim shall result in rejection of the claim without prejudice to ADM's further remedies under the law, contract or tort.

F. WARRANTY TRANSFER

Notwithstanding anything contained herein or any contract/purchase order or otherwise, the warranties provided herein shall apply only so long as the Module(s)/product(s) warranted hereby are owned by the buyer who has purchased the Module(s)/product(s) for its, his, or her own use and not for purposes of resale, lease or any other form of alienation. However, this warranty may be transferred or transmitted by obtaining a prior written consent of ADM, provided that the Module(s)/product(s) remains installed continuously 'as it is' including the place of installation at the time of registration of warranty. Any transfer shall be subject to all the exclusions, limitations and conditions set forth herein.

G. DISCLAIMERS

ADM disclaims any and all warranties of the Module(s)/product(s), express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, use, or application and all other obligations or liabilities on the part of ADM unless such other warranties and obligations are agreed to in writing by ADM. ADM or its directors or its employees shall not be responsible for any special, incidental, consequential or punitive damages of any kind arising from the use or loss of use of or failure of the Module(s)/product(s) as warranted, including but not limited to damages for lost services, loss of profits or savings, loss of production and loss of revenues, goodwill and expenses arising out of third-party claims.

H. LIMITATION OF LIABILITY

Notwithstanding anything contained herein or any contract/purchase order or otherwise: (i) ADM shall not be liable for any consequential or incidental damages of any kind. To the maximum extent permitted by applicable law, ADM hereby shall have no responsibility or liability whatsoever for, death, damage or injury to persons or property or for other loss or injury resulting from any cause whatsoever arising out of or related to any of its Module(s)/product(s), including, without limitation, any defect in any Module(s)/product(s), or from use or installation of any Module(s)/product(s). ADM, to the maximum extent permitted by applicable

law, under no circumstances shall be liable to the buyer, or to any third-party claiming through or under the buyer, for any lost profits, loss of use, loss of production and loss of revenues are hereby specifically, and without limitation, excluded to the maximum extent permitted by applicable law or equipment downtime, or for any incidental, consequential or special damages of any kind, howsoever arising, related to the Module(s)/product(s), even if ADM has been advised of or reasonably could have foreseen the possibility of such damages. This limitation on damages is intended to have the broadest possible application and is intended to apply to all disputes between the buyer and ADM that are directly or indirectly related to the contract/purchase order between the ADM and the buyer and/or the Module(s)/product(s) or to be supplied to the buyer by ADM, regardless of whether or not the Module(s)/product(s) are actually manufactured and/or shipped to the buyer. Except as otherwise provided herein, buyer's exclusive remedy for all claims arising out of the contract/purchase order shall be the right to repair or replacement of nonconforming Module(s)/product(s), or at ADM's option, refund of the Depreciated Purchase Price (*defined hereinafter*); (ii) ADM's maximum liability to the buyer for damages on the date of a claim or otherwise, notwithstanding any disclaimers herein, shall be limited to the lesser of: (a) the purchase price of the Module(s)/product(s) at the date of the claim, adjusted for depreciation. Depreciation shall be calculated at a rate of 10% (ten percent) per annum from the date of purchase to the date of the claim, or (b) the then prevailing price of the Module(s)/product(s) on the date of the claim, provided that the prevailing price does not exceed the original sale price at which the buyer purchased the Module(s)/product(s). The aforesaid liability is hereinafter referred to as "**Depreciated Purchase Price**". In no event shall ADM be liable for any amount exceeding the Depreciated Purchase Price. (iii) ADM shall not be liable to the buyer for any matters, including defects in material and workmanship, if any component of the Module(s)/product(s), such as solar cells, etc. is provided by the buyer itself. consequently, the buyer shall not make any claim for damages, whether during the warranty period or otherwise against ADM related to the Module(s)/product(s).

The buyer acknowledges that the foregoing limitations on liability are an essential element of this Warranty Statement and that in the absence of such limitations the purchase price of the Module(s)/product(s) would be substantially different.

I. TECHNICAL DISPUTES

In the event of any dispute between ADM and the buyer as to the validity of any claim made under this Warranty Statement, a NABL accredited test laboratory recognised by ADM at its sole and absolute discretion shall be called upon to judge the claim. Any measurements will be conducted in accordance with IEC standards and under NOCT. All fees and expenses associated with engaging such institutes will be borne by the losing party.

J. NO OTHER EXPRESS WARRANTY

Notwithstanding anything contained herein or contract/purchase order or otherwise, ADM warrants only that the Module(s)/product(s) shall conform to the limited and conditional product warranty and limited and conditional warranty for power output set forth in this Warranty Statement. ADM expressly disclaims all other warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose, use, or application and all other obligations or liabilities on the part of ADM. No agent, employee, or representative of ADM has the authority to bind ADM to any affirmation, representation, or warranty concerning the Module(s)/product(s) other than as set forth in this Warranty Statement. Any description of the Module(s)/product(s), whether in writing or made orally by ADM, is for the sole purpose of identifying it and shall not be construed as an express warranty. Buyer acknowledges that the buyer has not relied on any representations or warranties made by ADM except as specifically set forth in this Warranty Statement. No modification or amendment of the limited and conditional product warranty and limited and conditional

warranty for power output set forth in this Warranty Statement shall be effective unless in writing and signed by an authorized representative of ADM.