

To,

OA Number	PO No.	Invoice No.	Invoice Date	Material	Quantity

This LIMITED WARRANTY STATEMENT (hereinafter referred to as the " Warranty Statement ") applies to N-type TOPCon Solar Photovoltaic Module(s) (hereinafter referred to as the " Module(s) ") supplied by Army Solar Energy Pvt Ltd (hereinafter referred to as " Army ") as mentioned below:

1. AS-144TG-XXX Wp N-type TOPCon Bifacial Glass to Glass (G2G) and Module(s) utilizing half cut cells with cell size (182.2 mm x 183.75 mm) M10R.

Note: XXX denotes the power output of the module in Wp.

Army provides the warranties set forth in Clause A (Limited & Conditional Product Warranty) and Clause B (Limited & Conditional Warranty for Power output) to the first user (hereinafter referred to as the "Buyer"), warranting, that the Module(s) shall be free from defects in material and workmanship that have an effect on the Module(s) functionality under normal application, installation, use and service. The said warranty shall be applicable for the periods stated herein, in each case commencing upon the earlier of (i) the date of purchase by the Buyer, or (ii) 90 days after Module(s) are dispatched from the Army's production factory (hereinafter referred to as the " Warranty Start Date ").

A. LIMITED & CONDITIONAL PRODUCT WARRANTY

Army provides a limited and conditional Product Warranty for a period of 12 (twelve) years for all the N-type TOPCon Bi-facial module(s) mentioned above, subject to the terms & conditions contained in this Warranty Statement (hereinafter referred to as "Terms of Product Warranty"). If during the Term of Product Warranty, the Module(s) is/are found to be having manufacturing Defects (for clarification purpose: "material or workmanship defects" as defined in IEC 61215-1 Clause 8 and IEC 61730-2 Clause 10.2 for visual defects), then Army will, at its sole discretion either (i) repair or (ii) replace such Module(s) with similar Module(s) or (iii) refund the purchase price of the Module(s) without interest or any charge, as reduced by considering 5% depreciation per year on original purchase price or the then prevailing price of similar Module(s) whichever is lower, provided that the then prevailing price does not exceed the original sale price at which the Buyer has purchased the Module(s) or (iv) provide supplementary Module(s) free of charge to the Buyer, for the balance Term of Product Warranty. It shall be liability of the Buyer/customer to mount replacement or supplementary PV modules at their own cost and expenses. This warranty is subject to the exclusions and limitations as mentioned in the Warranty Statement.

B. LIMITED & CONDITIONAL WARRANTY FOR POWER OUTPUT

Army provides a limited and conditional warranty of a total of 30 (Thirty) years, for the model mentioned, 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, which shall be as per below:

FOR ALL N-TYPE TOPCON BIFACIAL MODULES UTILIZING HALF-CUT CELL WITH CELL SIZE M10R:

During the first year, the system will exhibit a power output no less than 99% of the peak power under STC at the end of the first year. The measurement shall be in accordance with IEC 60904 & measurement system uncertainty shall be included in all actual power measurements.

- i. From the 2nd to the 30th year, the power output will decline annually by no more than 0.4% of the peak power under the STC. So, at the end of 30 (Thirty) years, at least 87.4% of peak power at STC can be achieved from the Warranty Start Date.

The actual power output of the Module(s) shall be determined for verification using STC only & measurement system uncertainty shall be included in all actual power measurements. The actual power output measurement is either carried out by the Army's facility or by the Army's recognized third-party testing institute.

The warranted power output values of Module(s) shall be those measured under STC, so the Degradation Rate (DR) shall be calculated in accordance with the following formula, expressed as a percent:

$$DR = 1.00 - [(Pot) / (POO)]$$

Where:

POT: means the power output of the Module(s), expressed in Watts, that a Module(s) generates at a given time in a year after the Warranty Start Date(t) in its' Maximum Power Point' under STC, corrected for any measurement error.

POO: means the original manufactured nameplate specification of the Module(s), expressed in Watts, as certified by the Army and indicated on the Module(s), excluding any specified positive tolerance.

Note - For bifacial modules, power warranty shall be given for the power generated from the front side of the module only.

C. WARRANTY EXCLUSIONS AND LIMITATIONS

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

- I. There exists no warranty for those Module(s) whose type or serial numbers appear to be changed, erased, removed, illegible, or in any manner altered or tampered.
- II. This warranty does not apply to any alteration of the appearance of the Module(s) that does not affect the performance or functionality of the Module(s).
- III. This warranty does not cover any cost associated with on-site labour and any cost associated with the installation, removal, reinstallation, shipping, or transportation of the Module(s) or any components, any customs clearance, or any and all other cost/s of return or re-shipment of Module(s).

IV. This 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) lightening, earth-quake, fire, flood, acid rain, hurricane, cyclone, volcanic eruptions, landslides, high wind speeds, wind storms, tornados, hail storms or extreme weather conditions and other natural calamities, war, riots, strikes, warlike conditions, actions of third parties and other unforeseeable or unavoidable events that are not caused by or attributable to Army. In such cases, performance by the Army of this Warranty Statement shall be suspended or avoided, without any liability whatsoever.

V. This warranty does not apply to any deterioration in appearance due to naturally occurring scratches, stains, mechanical wear, rust, mold, degradation, discolouring, and other alterations that occurred after shipment from the Army's Factory but do not affect the power generation performance or mechanical strength of the Modules.

VI. This warranty does not apply to glass breakage where the event occurred due to an 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 or the module is covered).

VII. The warranty provided herein does not cover damage, malfunctions, or service failures of the Module(s) caused by:

- a. Defects and/or failures caused by devices and/or parts other than the Module(s) or by mounting methods of such devices and/or parts.
- b. Defects and/or failures caused by defective wiring, installation, or handling.
- c. Any damages caused by abrasion, artificial damage, or animals are exempt from this warranty.
- d. Defects and/or failures caused by inappropriate environmental conditions or installations not in conformance with Module(s) specifications, installation manuals, operation manuals, or labels attached to the Module(s).
- e. Defects and/or failures caused by unauthorized maintenance, operation, or modification, regardless of whether such act is willful misconduct or negligence.
- f. Defects and/or failures caused by removal from the original place of installation.
- g. Defects and/or failures caused by repairs not in accordance with the Army's instructions.
- h. Defects and/or failures caused by inappropriate handling during transportation or storage.
- i. Negligent maintenance or non-performance of the periodic function checks of the system.
- j. Cosmetic variation, stains, or scratches that do not affect power output.
- k. Use on mobile units such as vehicles.
 - l. Use of cleaning robots for module cleaning results in micro-cracks, cracks, or breakage in the glass/cell.
- m. Improper module cleaning procedure, timing, and frequency. This includes cleaning water temperature and module operating temperature difference not more than 5°C, which may otherwise result in thermo-mechanical stress and consequent damage to module(s).
- n. Improper module cleaning due to fewer cleaning cycles results in soiling losses > 3% or bird droppings not cleaned, resulting in temporary shading and subsequent hotspots.
- o. Exposure to voltages in excess of the maximum system voltage specified in the datasheet.
- p. Maintenance work performed by technicians, chosen/hired by the buyer, who are not qualified and certified professionals, or the use of unauthorized spare parts.
- q. If the serial number of the Module(s) has been altered, removed, or tampered with.
- r. The Buyer (and/or its forwarding company) shall be responsible for inspecting and accepting the Module(s) delivered by the Army. Any claim related to and/or linked to damages in the packaging, such as impacts on pallets, will only be accepted by the Army if these occur during delivery itself. In all other cases, damages should be claimed from the forwarding company or the insurance company.
- s. Willful misconduct or negligence, or other improper acts or omissions of the Buyer, its employees or agents, or other third parties.

VIII. During the warranty period, Army shall bear the direct costs of repairing the modules and transportation charges in the delivery of repair material, replacement modules, or additional modules to the buyer, excluding insurance, air freight, customs clearance, customs duties, and other non-supplier costs. Beyond the warranty period mentioned in sections A and B of this warranty document, the buyer shall bear all the above-mentioned costs.

IX. The Army will review the alleged claim and all associated information. After assessment and inspection, if the claim made is judged as a non-warranty problem, the Army shall not undertake any responsibility w.r.t maintenance, replacement, and refund of module costs.

X. If Army, at its sole discretion, considers it necessary, it will either use its own testing equipment or use a neutral third-party testing laboratory for testing the performance of the Module(s), for those Modules for which the Buyer has raised a warranty claim. If the results of such test prove beyond reasonable doubt that the Module(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 Product Warranty Term and/or Term of Power Output Warranty, then Army will, at its sole option either (i) repair; or (ii) supply similar Module(s) as replacement; or (iii) provide such other supplementary Module(s) to match the aggregate shortage of power output from the warranted percentage of the power output. This is subject to Warranty Exclusions and Limitations. Repair or Replacement supply of Module(s) shall be performed free of charge only and only if the Module(s) is/are found to have a 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, Army/selected third party'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 Army, the cost of conducting such tests and the shipping charges for any allegedly detected Module(s) shall be paid by the Buyer and only in case the manufacturing defect is proved beyond reasonable doubts in such tests reports, Army will reimburse the actual cost incurred and paid by the Buyer to such third party agency subject to minimum amount deductions which are generally charged for such tests.

XI. Notwithstanding anything contained herein or anywhere else or any subsequent communications, Army 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).

XII. After Replacement, the defective Module(s) shall become the sole and exclusive property of the Army.

XIII. In case of replaced Module(s), the Warranty shall be available only for the remaining terms of the original Module and the term of warranties as per clause A & B shall not again start from the date of replacement of Module(s).

XIV. Return of any replaced Module(s) is/are not accepted unless prior written authorization in writing has been given by the Army.

XV. The Army may not necessarily supply the identical Module(s) owing to constant changes in technology, but would supply similar Module(s) that may be available at the time of warranty claim. The Army shall have the right

to deliver another type (different in size, shape, color, and/or power) where the Army has discontinued producing the Modules(s) being replaced under the claim.

XVI. The installation of Module(s) requires a great degree of care & skills; it should only be performed by a qualified and licensed professional, including, without limitation, licensed contractors and licensed electricians.

XVII. Repair, replacement, refund, or supplementation of Module(s) on Army's discretion shall be the exclusive remedies under this Warranty Statement. Army 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.

XVIII. All warranty claims (with proof of defect) must be received within the Term of Product Warranty and/or Term of Power Output Warranty for this 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 Army and Buyer there by discharges Army unconditionally against any claims of what so ever nature with respect to the Module(s) covered under this Warranty Statement.

XIX. The warranty under this Warranty Statement shall apply only to those Modules against which 100% payment is made by the Buyer to the Army.

D. FORCE MAJEURE

The warranty under this Warranty Statement shall not be available for acts occurring as a result of Force Majeure events like Acts of God/ Nature such as (but not limited to) lighting, earth-quake, fire, flood, acid rain, hurricane, cyclone, volcanic eruptions, landslides and other natural calamities, other epidemics or circumstances beyond Army's control, war, riots, strikes, warlike conditions, actions of third parties and other unforeseeable or unavoidable events that are not caused by or attributable to Army. In such cases, performance by the Army of this Warranty Statement shall be suspended or avoided, without any liability whatsoever. After the Force Majeure event has subsided, the Army's warranty will remain intact for all modules except damaged modules during the Force Majeure event for the remaining warranty term/period. The Buyer shall promptly notify the supplier regarding the Force Majeure event and furnish the associated details requested by the Army.

Due to the occurrence or continuation of force majeure, the Army may have some delay in performing its obligations under this limited warranty statement. In such a case, Army obligations shall be wholly or partly excused based on applicable laws or contract with Buyer; however, Army will ensure timely information to Buyer w.r.t force majeure event and shall take necessary measures to minimize the impact of a force majeure event.

E. PROCEDURE TO CLAIM WARRANTY

If the Buyer or permitted assigns of the Module(s) feel that they have a justified claim covered under this Warranty Statement, such person shall send a written notification within 30 (Thirty) days after the discovery of the defect giving rise to the warranty claim. Such written notification shall be sent directly to Army at their registered office address: Army Solar Energy Pvt Ltd, 1007 floor, Millennium Business Hub (MBH) Sarthana Jakat Naka, Surat, Gujarat 395013, India or other address as communicated by Army or by electronic mail to wecare@armysolar.in or may write the same to an authorized Army sales representative or nearest Army Branch office. The Warranty could be claimed only by the Buyer.

Army reserves the right to send a representative to the installation site to carry out an investigation, in which case, the Buyer shall actively cooperate with the relevant investigation. No warranty claim shall be entertained by the Army unless the same invariably includes the following information, along with such Claim statement:

- I. Information for identification of claimant: Name & address of the end Buyer, installer & respective seller(s), name of dealer/ distributor and details of previous claims made, if any, and nature of such claims.
- II. Invoice copy with corresponding Module serial numbers.
- III. Module type, purchase order & installation agreement.
- 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 was connected to the grid with all relevant measured systems.
- VII. The address of the place of installation and location coordinates.
- VIII. A detailed description of the problem and what is claimed, as well as a description of the tests which may have already been performed and with which tools, as well as their results (testing reports).
- IX. Number of affected modules and serial number of individual affected modules.

X. High-quality visual front and rear images of the individual affected PV-module(s), which show the issue/anomaly, including pictures of the system and surrounding environment.

XI. In case of low power output, information on the PV module, inverter, the circuitry/ power plant layout, and clear pictures of surroundings showing shadow and/or the shadow drawing/layout, if made in an industry standard software.

XII. Warranty start date and reason of claim, etc.

XIII. Other supplementary information requested by the Army for RCA and further action based on specific claim.

XIV. If the buyer opts for drone-based aerial thermography and approaches the Army for a warranty claim, they need to provide the Army with complete access to the web portal for clear and high quality visual and IR images of modules along with all supplementary information w.r.t. row location, module serial numbers, detected anomaly details, operating module temperature, ambient temperature, irradiation intensity etc.

XV. Timely soiling loss measurement must be performed by the buyer, and the details need to be shared with the Army along with the module cleaning procedure, images, and videos.

XVI. Access to plant performance (SCADA) data may be required for assessing the implications of identified anomalies on the performance of modules, and needs to be shared with the Army for processing the warranty claim.

The Army will not accept any returned Module(s) without a prior lodged complaint or a prior written authorization given by the Army. Any false information in the warranty claim shall result in rejection of the claim without prejudice to the Army's further remedies under the law, contract, or tort.

Note: Supplementary information in addition to the requested information mentioned in the warranty document may be required from the Buyer on a time-to-time and case-to-case basis, and the Buyer needs to provide all requested information to the Army on a priority basis. In the event that Buyer fails to notify Army and provide all requested relevant information stated from (I) to (XVI) as described above, Army reserves the right to halt the warranty claim process for a particular period and/or refuse to process the warranty claim without any liability. Module(s) in the initial years of operation are never meant for scrap/disposal/recycling. Whenever the Buyer identifies any anomaly/defect in Module(s), the Buyer must first inform in written notice or email and notification to the Army's official(s), and only after getting written confirmation from the Army, proceed with further course of action as directed by the Army. In case, after getting written confirmation from the Army, the Buyer proceeds with module replacement, the affected Module(s) need to be carefully disconnected from the string by qualified professionals and stored in a closed safe storage/warehouse as applicable.

F. WARRANTY TRANSFER

Notwithstanding anything to the contrary contained in this Warranty Statement, the warranties provided herein shall apply only so long as the Module(s) warranted hereby are owned by the Buyer who has purchased the Module(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 the Army, provided that the Module(s) remain(s) installed continuously" as it is", including the place of installation at the time of registration of the warranty. Any transfer shall be subject to all the exclusions, limitations, and conditions set forth herein. Army's warranty is assignable to subsequent purchasers of the solar plant for the balance of the term of the Product Warranty, provided that:

i. The Modules remain at the initial installation site without being tampered.

ii. The purchase price of Modules, including damages, as applicable, is fully paid to the Army.

The rights of limited warranty shall only be transferred if the above-mentioned requirements are met, the warranty transfer shall not be binding upon the Army, and the Army will have the right to refuse the warranty transfer without any liability.

G. DISCLAIMERS

ARMY HEREBY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN RESPECT OF THE MODULE(S) OTHER THAN THE WARRANTIES SPECIFICALLY MADE HEREIN, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE/ USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ARMY UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY THE ARMY. ARMY OR ITS DIRECTORS OR ITS EMPLOYEES SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM THE USE OR LOSS OF USE OF OR FAILURE OF THE MODULE(S) AS WARRANTED, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST SERVICES, LOSS OF PROFITS OR SAVINGS, GOODWILL, AND EXPENSES ARISING OUT OF THIRD-PARTY CLAIMS.

H. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ARMY HEREBY DISCLAIMS, AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR, 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 MODULES (S) OR THEIR USE. ARMY 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, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE MODULE(S), EVEN IF ARMY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ARMY'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO ARMY BY THE BUYER FOR THE MODULE(S) THAT GAVE RISE TO THE WARRANTY CLAIM. THE BUYER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE WARRANTY STATEMENT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE MODULE(S) WOULD BE SUBSTANTIALLY DIFFERENT.

I. TECHNICAL DISPUTES

In the event of any dispute between the Army and the Buyer as to the validity of any claim made under this Warranty Statement, an ISO 17025-accredited or any well-known independent and neutral third-party testing organization/laboratory shall be called upon to judge the claim and participate in the final settlement. All measurements will be conducted in accordance with the applicable IEC standard and under STC. All fees and expenses associated with engaging such institutes/labs will be borne by the losing party.

J. GOVERNING LAW

Any claim or dispute arising under or in connection with this Warranty Statement shall be brought exclusively in the Courts of Mumbai, India, and warranty herein shall be governed by Indian Laws. This clause shall override any purchase order/contract/agreement or any document which mentions some other governing law and jurisdiction, unless an amendment is carried to that effect in this Warranty Statement, and mere signing of a purchase order/contract/agreement having an overriding clause will not affect this Warranty Statement.

K. SEVERABILITY

If any part, provision or clause of this Warranty Statement or the application thereof to any person or circumstances, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this Warranty Statement, and to this end such other parts, provisions, clauses or applications of this Warranty Statement shall be treated as severable.

L. NO OTHER EXPRESS WARRANTY

Except as otherwise provided by applicable statutory law or unless modified in writing and signed by an authorized signatory of the Army, the Limited Warranty set forth here in is the only express warranty (whether written or oral) by the Army applicable to the Products, and no one is authorized to restrict, expand, or otherwise modify this Limited Warranty.

WARRANTED POWER PERFORMANCE TABLE

(Applicable for all N-type TOPCON Bi-facial modules utilizing half-cut cells with a cell size M10R of 1500 V)

Year	Rate of Degradation	Power output
1st Year	1.00%	99.00%
2nd Year	0.40%	98.60%
3rd Year	0.40%	98.20%
4th Year	0.40%	97.80%
5th Year	0.40%	97.40%
6th Year	0.40%	97.00%
7th Year	0.40%	96.60%
8th Year	0.40%	96.20%
9th Year	0.40%	95.80%
10th Year	0.40%	95.40%
11th Year	0.40%	95.00%
12th Year	0.40%	94.60%
13th Year	0.40%	94.20%
15th Year	0.40%	93.40%
14th Year	0.40%	93.80%
16th Year	0.40%	93.00%
17th Year	0.40%	92.60%

18th Year	0.40%	92.20%
19th Year	0.40%	91.80%
20th Year	0.40%	91.40%
21st Year	0.40%	91.00%
22nd Year	0.40%	90.60%
23rd Year	0.40%	90.20%
24th Year	0.40%	89.80%
25th Year	0.40%	89.40%
26th Year	0.40%	89.00%
27th Year	0.40%	88.60%
28th Year	0.40%	88.20%
29th Year	0.40%	87.80%
30th Year	0.40%	87.40%

Army Solar Energy Pvt Ltd,

Authorized Signatory