

GENERAL TERMS AND CONDITIONS OF SALE

1. **Applicability:** M/s. ADM Solar Power and Infrastructure Private Limited's, 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, ("ADM") sale of products and related services (hereinafter referred to as "**products**") is expressly conditioned upon the Terms and Conditions of Sale contained herein. All quotations, offers to sell, proposals, acknowledgments, contracts, purchase orders, proforma invoices, invoices, sale orders for sale of products and acceptances of orders by ADM are subject to these Terms and Conditions of Sale. These Terms and Conditions of Sale form an integral part of all quotations, offers to sell, proposals, acknowledgments, contracts, purchase orders, proforma invoices, invoices, sale orders for sale of products and acceptances of orders by ADM. Notwithstanding anything contained, in case of any conflicting terms and conditions set forth in any contract/purchase order or similar communication submitted to ADM by the buyer, these Terms and Conditions of Sale contained herein, will prevail. Authorization by the buyer, whether written or oral, for ADM to supply the products and services will constitute an acceptance by the buyer of these Terms and Conditions of Sale. ADM reserves the right to amend the terms of these Terms and Conditions of Sale 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 product sold. For the purpose of these Terms and Conditions of Sale, the term 'buyer' shall mean: (a) if the sale has happened to the super stockist/stockist/distributor/dealer/retailer of ADM for further sale to consumers: then the said super stockist/stockist/distributor/dealer/retailer of ADM and the first consumer to whom the super stockist/stockist/distributor/dealer/retailer sells the products as evidenced in the name of the invoice or (b) if the sale has happened directly to the consumer by ADM: then the said consumer who directly purchases from ADM as evidenced in the name of invoice/contract/purchase order, as applicable.

The provisions of clauses 2, 5 and 7 shall not apply to the first consumer to whom the super stockist/stockist/distributor/dealer/retailer sells the products as evidenced in the name of the invoice.

2. **Prices:**

- (a) Prices of the products quoted by ADM are valid for the stated period. If no period is stated, then any proposal shall expire without notice, 30 (thirty) days after issuance by ADM, unless terminated earlier by prior written notice.
- (b) Without foregoing the generality of the aforesaid statements, following additional terms are applicable depending on the nature of contract/purchase order.
 - (i) **In case the contract/purchase order is Ex Works – ADM's plant of manufacture**

Unless specified otherwise in ADM's written quotation/contract/purchase order, the price quoted of the products is Ex Works (EXW) – ADM's plant of manufacture which means that buyer shall collect the products from ADM's plant of manufacture and the buyer shall be solely responsible for collection, loading, shipment and insurance (such insurance may be taken at the discretion of the buyer) for the products. Prices of the products quoted do not include transportation/shipping charges, insurance, any central, state, local or other taxes, including but not limited to Goods and Services Tax (GST). Any transportation/shipping charges, GST, insurance etc. will be charged extra as

applicable. At time of placement of order, the buyer shall have the following 2 (two) options to make payment unless otherwise agreed in writing with ADM:

(X) Advance payment only: In this payment mode, (I) the buyer shall pay minimum 30% (thirty percent) advance of the purchase price or any other higher amount as agreed between ADM and the buyer along with applicable GST at the time of placing the order for the products. (II) The balance payment along with GST and other charges, costs etc. shall be made by the buyer prior to collection of the products from ADM's plant of manufacture. The buyer shall make other payments to ADM in accordance with the terms and conditions agreed upon along with the balance payment. It is hereby clarified, if the products in an order are shipped in multiple consignments, the buyer must make the payments—including GST, other charges, and associated costs—for each consignment before it is collected from ADM's plant of manufacture.

(Y) Establish irrevocable letter of credit ("LC"): In this payment mode, (I) the buyer shall pay minimum 10% (ten percent) advance of the full purchase price or any other higher amount as agreed between ADM and the buyer along with applicable GST at the time of placing the order for the products. (II) The balance payment along with GST and other charges, costs etc. shall be made by the buyer within 10 (ten) working days from the date of collection of each consignment of products from ADM's plant of manufacture. In this regard, at the time of placing an order, the buyer shall provide ADM with an irrevocable LC issued by a reputable bank acceptable to ADM, in favour of ADM and in the amount specified in the contract/purchase order. The LC shall be valid for the full period of delivery as agreed between ADM and the buyer and must allow for partial shipments. ADM reserves the right to draw on the LC to cover any payments due under the contract/purchase order in the event of non-payment or other default by the buyer. The costs associated with the issuance and maintenance of the LC shall be borne solely by the buyer.

(ii) **In case the contract/purchase order is Delivery Duty Paid (DDP) – buyer's premises**

In the event ADM has agreed in writing to deliver the products to the buyer's premises, the price of the product is Delivery Duty Paid – buyer's premises which means ADM shall be responsible for loading, shipment and insurance (such insurance may be taken at the discretion of ADM) for the products. Any transportation/shipping charges, GST, insurance etc. shall be the responsibility of the buyer and the prices of the products quoted by ADM would additionally include transportation/shipping charges and insurance charges, if any. Any central, state, local or other taxes, including but not limited to Goods and Services Tax (GST) will be charged extra as applicable. At time of placement of order, the buyer shall have the following 2 (two) options to make payment unless otherwise agreed in writing with ADM:

(X) Advance payment only: In this payment mode, (I) the buyer shall pay minimum 30% (thirty percent) advance of the purchase price or any other higher amount as agreed between ADM and the buyer along with applicable GST at the time of placing the order for the products. (II) The balance payment along with GST and other charges, costs etc.

shall be made by the buyer prior to dispatch of the products from ADM's plant of manufacture. The buyer shall make other payments to ADM in accordance with the terms and conditions agreed upon along with the balance payment. It is hereby clarified, if the products in an order are shipped in multiple consignments, the buyer must make the payments—including GST, other charges, and associated costs—for each consignment before it is dispatched from ADM's manufacturing plant.

- (Y) Establish irrevocable LC: In this payment mode, (I) the buyer shall pay minimum 10% (ten percent) advance of the full purchase price or any other higher amount as agreed between ADM and the buyer along with applicable GST at the time of placing the order for the products. (II) The balance payment along with GST and other charges, costs etc. shall be made by the buyer within 10 (ten) working days from the date of intimation by ADM to the buyer stating that all the relevant documents for the said consignment of products have been submitted to ADM's bank. In this regard, at the time of placing an order, the buyer shall provide ADM with an irrevocable LC issued by a reputable bank acceptable to ADM, in favour of ADM and in the amount specified in the contract/purchase order. The LC shall be valid for the full period of delivery as agreed between ADM and the buyer and must allow for partial shipments. ADM reserves the right to draw on the LC to cover any payments due under the contract/purchase order in the event of non-payment or other default by the buyer. The costs associated with the issuance and maintenance of the LC shall be borne solely by the buyer.
- (c) In case the buyer fails to collect the products or refuses to honour the LC by giving its acceptance, the full consideration for the products shall become immediately due and payable and the buyer shall pay to ADM all the damages, costs, expenses and other liabilities which may be incurred by ADM. ADM shall have the right to forfeit the full advance received and any security deposit, recover the balance consideration, liquidated damages, costs, expenses and other liabilities and shall cancel the order and not be responsible to deliver the products. Additionally, if ADM's costs at the time of failure to collect the products or refusal to honour the LC, plus 15% (fifteen percent) of the costs, collectively exceed the amount of any payments made by the buyer prior to refusal to honour the LC, then the buyer shall be liable to ADM for such excess. The buyer shall make other payments mentioned in these Terms and Conditions of Sale and otherwise agreed in writing to ADM in accordance with the terms and conditions therein.
- (d) ADM reserves the right to charge interest at the rate of 1.5% (one and half percent) per month on any outstanding balance which has not been received by ADM by the date due until such payments, including accrued interest, have been paid in full.
- (e) In the event that the cost of raw materials necessary for the production of products increases by more than 20% (twenty percent) from the price as agreed between ADM and the buyer, ADM shall have a right to renegotiate the sale price of the products supported by documentation depicting the price increase of the raw materials. Upon communication by ADM, both ADM and the buyer agree to enter into negotiations within 15 (fifteen) days to determine a fair and equitable adjustment to the sale price that reflects the increased cost of raw materials. If a mutual agreement cannot be reached within this period, ADM reserves the right to terminate the contract/purchase

order without further liability and shall refund the advance OR supply the products to the extent corresponding to the advance received, at the sole discretion of ADM.

3. **Specifications:** Specifications are as stated in ADM's written quotation/contract/purchase order. No other specifications may be deemed part of the contract between ADM and the buyer unless specifically identified as such in writing made part of the contract and signed by ADM. After the contract of sale becomes effective, changes in specifications requested by the buyer and agreed to by ADM may become part of the written quotation/contract/purchase order only by separate written agreement signed by ADM, in which event the prices quoted in connection with the original specifications will be subject to change. ADM reserves the right, without obtaining the buyer's approval, to make changes in the design and specifications of the products sold by ADM which changes do not affect the performance of the product sold or do not affect the specifications as agreed in writing between ADM and the buyer. After the PDI (*defined hereinafter*) is done in accordance with the terms mentioned herein, the product is deemed accepted by the buyer. Following acceptance by the buyer, nothing herein shall be construed as authorizing the buyer to delay or withhold any payment beyond the date specified in ADM's written quotation/contract/purchase order.
4. **Pre-delivery Inspection ("PDI"):** PDI means the thorough inspection by the buyer or its representatives of (a) the products after manufacturing at ADM's plant of manufacture, (b) the packaging material to be used for packaging the products, (c) the products at the time they are being packaged at ADM's plant of manufacture and (d) the products and their packaging after the packaging of the products is completed by ADM.
 - (i) Inspection requirement: Prior to dispatch, the buyer shall be obligated to complete the PDI of the products and their packaging at ADM's plant of manufacture. This PDI is intended to ensure conformity with the agreed specifications and quality standards. The buyer shall conduct a thorough PDI to ensure compliance with the specifications and quality standards agreed upon as well as to ensure that the products are packaged properly as per the specifications agreed between ADM and the buyer. ADM shall provide reasonable assistance and access to the products and their packaging for inspection purposes upon reasonable advance notice (minimum 2 (two) working days) from the buyer. The retail consumer must conduct the PDI of the products and their packaging.
 - (ii) Collection or delivery responsibility: (X) In case the contract/purchase order is Ex Works – ADM's plant of manufacture, upon completion of the PDI and upon the buyer's satisfaction with the products and their packaging, the buyer shall collect the products in accordance with the agreed delivery schedule. In such case, the buyer shall be responsible for the collection, loading, and shipment of the products from ADM's plant of manufacture. (Y) In case the contract/purchase order is Delivery Duty Paid – buyer's premises, ADM shall be responsible to deliver the products to the buyer's premises in accordance with the agreed delivery schedule. In such case, ADM shall be responsible for loading and shipment of the products from ADM's plant of manufacture to the buyer's premises.
 - (iii) Limitation of liability: Once the PDI is completed and the products and their packaging have been accepted by the buyer, ADM shall not be held responsible for any defects, damages, discrepancies, or non-conformities that were or should have been identified during the inspection. (X) In case the contract/purchase order is Ex Works – ADM's plant of manufacture, ADM shall not be responsible in case of damage which occurs to the products or their packaging at the time of collection, loading and during shipment by the buyer or its representatives. (Y) In case the contract/purchase order is Delivery Duty Paid – buyer's premises, ADM shall be only responsible to the extent of damages which occurred to the products or their packaging during shipment and not otherwise

relating to manufacturing or workmanship defects or other defects which should have been identified during the PDI. The buyer shall provide proof of damage occurring during shipment or packaging with high quality and clear pictures of the damaged products.

- (iv) Deemed acceptance of PDI: In the event the buyer fails to complete the PDI, (X) in case the contract/purchase order is Ex Works – ADM’s plant of manufacture, before the collection of the products by the buyer from ADM’s plant of manufacture or (Y) in case the contract/purchase order is Delivery Duty Paid – buyer’s premises, before the products are dispatched from ADM’s plant of manufacture, it shall be deemed that the buyer has completed the PDI and is satisfied with the products and their packaging and ADM shall not be responsible for any defects, damages, discrepancies or non-conformities to the products or their packaging. Failure to conduct a PDI or to document any identified issues may waive the buyer’s rights to subsequently claim defects, damages, discrepancies or non-conformities.
- (v) Timing of PDI: The PDI must be completed by the buyer prior to dispatch/collection of the products from ADM’s plant of manufacture.
- (vi) Costs of PDI: The buyer shall bear all costs associated with conducting the PDI.
- (vii) Damaged products or packaging: If during the PDI, the buyer or its representatives find that any products or their packaging are damaged, the buyer shall promptly notify ADM in writing, providing details and nature of the damaged products or their packaging. ADM shall, at its discretion, replace such damaged products or their packaging prior to dispatch/collection or ADM shall have the right to remedy such defects within a reasonable time frame, at its own expense. The determination of whether a product or its packaging is damaged shall be made by ADM, and such determination shall be final and binding on the buyer. It is understood that the buyer’s acceptance following the PDI signifies acknowledgment and approval that the products and their packaging meet the agreed specifications and quality standards. Any subsequent claims related to defects, damages, discrepancies or non-conformities not identified during the PDI shall not be the responsibility of ADM. It is hereby clarified that ADM shall not be liable for any costs, expenses, losses, claims or damages incurred by the buyer or any third party arising from defects, damages, discrepancies, or non-conformities in the products or their packaging following the completion of the PDI and acceptance by the buyer.
- (viii) Survival: This clause shall survive the collection/delivery (as the case may be) and acceptance of the products and shall not be affected by any subsequent use, processing, or resale of the products by the buyer.

This clause shall mutatis mutandis apply to the sale by the super stockist/stockist/distributor/dealer/retailer of ADM for further sale to consumers and references to ADM shall be construed as references to super stockist/stockist/distributor/dealer/retailer of ADM and references to buyer shall be construed as references to such consumers. Additionally, the location for conducting the PDI shall be at the store/warehouse of such super stockists/stockists/distributors/dealers/retailers and no separate notice shall be provided by the super stockists/stockists/distributors/dealers/retailers to the consumers for PDI. The consumers must conduct the PDI prior to the purchase and in the event the consumer fails to complete the PDI, it shall be deemed that the consumer has completed the PDI and is satisfied with the products and their packaging.

5. Shipment:

- (a) In case the contract/purchase order is Ex Works – ADM’s plant of manufacture

Unless specified otherwise in ADM's written quotation/contract/purchase order, shipments are Ex Works – ADM's plant of manufacture. The buyer shall be responsible for loading of the products on the shipping containers at the ADM's plant of manufacture, warehouse or storage area of ADM and arrange for shipment of such containers through a carrier. The buyer shall collect the products on the delivery date as agreed between ADM and buyer at the time of placement of order or such other date as intimated by ADM to the buyer. Any delivery dates quoted by ADM are approximate. The buyer shall exercise reasonable care to select the mode of shipment and carrier. Notwithstanding anything contained herein or any contract/purchase order or otherwise, (i) once the products are collected from ADM's plant of manufacture, the risk of loss on the said products is transferred to the buyer and (ii) title of the products shall be transferred from ADM to the buyer upon the price and other costs, charges etc. corresponding to the products, having been fully paid by the buyer and received by ADM. The buyer may insure the products against all risks, including damage and shipment, until final payment is made, with policies payable to ADM's benefit as a loss payable under the policy. The buyer shall furnish a certificate of insurance with loss payable to ADM.

(b) In case the contract/purchase order is Delivery Duty Paid – buyer's premises

In the event ADM has agreed in writing to deliver the products to the buyer's premises, shipment is Delivery Duty Paid – buyer's premises which means ADM shall be responsible for loading and arranging for shipment of such containers through a carrier. ADM shall deliver the products on the delivery date as agreed between ADM and buyer at the time of placement of order or such other date as intimated by ADM to the buyer. Any delivery dates quoted by ADM are approximate. In case any damage occurs to the products or their packaging at the time of shipment, the defect claim should be raised by the buyer to ADM within 7 (seven) days of delivery at the buyer's premises. ADM shall exercise reasonable care in preparing products for shipment. The buyer agrees to advise ADM and pay for any additional packaging and crating requirements. Notwithstanding anything contained herein or any contract/purchase order or otherwise, (i) once the products are delivered at the buyer's premises, the risk of loss on the said products is transferred to the buyer and (ii) title of the products shall be transferred from ADM to the buyer upon the price and other costs, charges etc. corresponding to the products, having been fully paid by the buyer and received by ADM.

- 6. Installation and maintenance:** The installation of the products shall be the sole responsibility of the buyer. Installation is to be carried out by the buyer unless specifically agreed in writing by ADM. ADM shall not be responsible for any aspects of installation, including but not limited to site preparation, mounting, wiring, and connection to the power grid or any other necessary infrastructure. During the installation process, ADM shall not be responsible for any damage caused to the products by the super stockist/ stockist/ distributor/ dealer/ retailer or consumers. The buyer shall at all times comply with the operating, installation manual, and the 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>. It is emphasized that any warranty claim on the products shall be invalid if there is a failure to comply with the operating, installation manual, and/or the service and maintenance manual. Additionally, no warranty claim shall be valid if the products are re-installed or moved from their original place of installation.

7. **Cancellation:** In case of cancellation by the buyer, the full consideration for the products shall become immediately due and payable and the buyer shall pay to ADM all the damages, costs, expenses and other liabilities which may be incurred by ADM. ADM shall have the right to forfeit the full advance received and any security deposit, recover the balance consideration, the liquidated damages costs, expenses and other liabilities and shall cancel the order and not be responsible to deliver the products. Additionally, if ADM's costs at the time cancellation by the buyer, plus 15% (fifteen percent) of the costs, collectively exceed the amount of any payments made by the buyer prior to cancellation, then the buyer shall be liable to ADM for such excess. The buyer shall pay other payments mentioned in these Terms and Conditions of Sale and otherwise agreed in writing to ADM in accordance with the terms and conditions therein.
8. **Warranty:** Notwithstanding anything contained herein or any contract/purchase order or otherwise, 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 products contain a warranty card, then such warranty shall be provided in accordance with the terms outlined in the 'Limited Warranty Statement' published on ADM's website at <https://admsolarpower.com/limited-warranty-statement/> and on Orient Solar's website at <https://www.orientsolar.com/downloads/warranty-statement.pdf>. In the absence of an explicit agreement in writing by ADM to provide a warranty, ADM disclaims any and all warranties of the products, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, use, or application.
9. **Governing law and jurisdiction:** Subject to clause 10 (Dispute resolution), any claim or dispute arising under or in connection with these Terms and Conditions of Sale shall be brought exclusively in the courts of New Delhi, India and 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 a separate written agreement duly signed by both ADM and the buyer, and mere signing of purchase order/contract/agreement having overriding clause will not affect these Terms and Conditions of Sale.
10. **Dispute resolution:** If any dispute arises in connection with the contract/purchase order between ADM and the buyer, such dispute shall be first settled through friendly negotiations between ADM and the buyer or the executives nominated by ADM and the buyer. In the event a dispute has arisen then, any disputing party may serve a notice to the other party setting out in reasonable detail the dispute within 7 (seven) days after being aware of the dispute. In case the dispute cannot be resolved within 30 (thirty) days of either party giving notice to initiate the discussions, as applicable, the dispute shall be settled by arbitration in accordance with the rules of the India International Arbitration Centre ("IIAC") in force at the time of commencement of the arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed in accordance with the said rules. The venue and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English. The costs of arbitration, including but not limited to the fees and expenses of the arbitrators and any administrative fees of the IIAC, shall be borne by the losing party.
11. **Changes and delays:** No changes of the contract/purchase order between ADM and the buyer or to these Terms and Conditions of Sale shall be binding without the written consent of ADM. If the collection/acceptance of delivery of the products is delayed by the buyer, ADM shall determine the costs involved including stopping production, handling costs, storage, and insurance of the products for the specified duration. The full consideration for the products shall become immediately due and payable and the buyer shall immediately pay the full consideration to ADM. The buyer shall also be liable to ADM for any storage, warehouse or demurrage charges, any costs of handling, insurance and any extra cartage and handling charges caused by buyer's failure or refusal to collect/accept delivery of the products (as the case may

be) when tendered along with interest at the rate of 2% (two percent) per month on the full price of the products and other costs from the delivery date and the buyer agrees to pay any excess amount along with interest due. The buyer shall also be liable to pay to ADM all the damages, costs, expenses and other liabilities which may be incurred by ADM.

12. **Limitation on damages:** Notwithstanding anything contained herein or any contract/purchase order or otherwise: (a) 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 products, including, without limitation, any defect in any product or from use or installation of any product. 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 products, 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 ADM and the buyer and/or the products supplied or to be supplied to the buyer by ADM, regardless of whether or not the products 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 defective and/or nonconforming products, or at ADM's option, refund of the Depreciated Purchase Price (*defined hereinafter*); (b) 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: (i) the purchase price of the product 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 (ii) the then prevailing price of the products on the date of the claim, provided that the prevailing price does not exceed the original sale price at which the buyer purchased the products. 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; (c) ADM shall not be liable to the buyer for any matters, including defects in material and workmanship, if any component of the product, 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 products.

The buyer acknowledges that the foregoing limitations on liability are an essential element of these Terms and Conditions of Sale and that in the absence of such limitations, the purchase price of the products would be substantially different.

13. **Force majeure:** ADM shall not be held responsible for any delay or failure in performance of any part of its obligations to the buyer, to the extent that such delay or failure is caused by events like act of God/nature such as (but not limited to) fire, flood, explosion, lightning, earthquake, 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 beyond ADM's control.
14. **Assignment:** The contract/purchase order benefits ADM, its successors and assigns. ADM may assign its rights under the contract/purchase order, and the assignee and any subsequent assignee shall have all the rights and remedies of ADM under the contract/purchase order. Neither the contract/purchase order nor the obligations thereunder may be assigned or

transferred by the buyer unless separately agreed to by ADM, in writing. Any purported assignment by the buyer in violation of this provision shall be void as against ADM.

15. **Security Interest:** ADM reserves a purchase money security interest in all products delivered until ADM receives the full purchase price. The buyer agrees to execute any documents at ADM's request with respect to creation and perfection of a security interest in the products sold.
16. **Copying:** The buyer recognizes that the products have been designed and built through expenditure of substantial time and money by ADM, and the buyer agrees not to make drawings of the products or any portions thereof, or permit others to do so, and will not duplicate or conspire in the duplication of the products.
17. **Governing Language:** The English language shall be the definitive and controlling text of the contract/purchase order including these Terms and Conditions of Sale, notwithstanding the translation of the contract/purchase order including these Terms and Conditions of Sale into any other language.
18. **Safety Devices:** The use of all guards, interlocks, electrical devices, and other safety devices and features on the products, and the operation of the products in accordance with ADM's operating instructions is essential to the safe use of the products and therefore, buyer agrees that it will keep in legible condition all warnings or operating instructions affixed to the products by ADM, and that it will not remove, render inoperable, or modify any guards, interlocks, electrical devices, or other safety devices that are part of the products controlling such devices, and that it will not add any devices or modify the products in any way that will render the products unsafe, and that it will operate the products in accordance with ADM's operating instructions. Buyer agrees to indemnify and hold harmless ADM from all actions, claims, demands and damages, including all reasonable attorneys' fees and legal expenses incurred by ADM, arising out of claims made by third parties for personal injury allegedly resulting from actions of the buyer taken inconsistent with buyer's obligations stated in this clause.
19. **Indemnity:** The buyer agrees to indemnify and keep indemnified, defend and hold harmless, ADM and its affiliates and their directors, officers, agents and employees ("**Indemnified Party**") for any and all losses, liabilities, fines, costs, claim, action, diminution in value, and damages (whether or not resulting from third party claims), including interest and penalties with respect thereto and reasonable out-of-pocket expenses, including attorneys' and accountants' fees ("**Loss**") caused to or suffered by or may be caused to or may be suffered by the Indemnified Party, on account of, or as a result of, or in connection with, all or any of the following matters: (i) buyer's non-performance or breach of any of the terms mentioned in quotations, offers to sell, proposals, acknowledgments, contracts, purchase orders, proforma invoices, invoices, sale orders for sale of products and acceptances of orders by ADM including these Terms and Conditions of Sale, (ii) violation of any applicable law, (iii) any other act on the part of the buyer or its agents, (iv) as a direct or indirect consequence of termination of quotations, offers to sell, proposals, acknowledgments, contracts, purchase orders, proforma invoices, invoices, sale orders for sale of products and acceptances of orders by ADM, (v) arising from acts of third parties in relation to products sold to the buyer under, including, but not limited to execution of liens and security interests by third parties with respect to any such products. Each indemnity is a continuing obligation, separate and independent from the other obligations of the buyer and survives termination of quotations, offers to sell, proposals, acknowledgments, contracts, purchase orders, proforma invoices, invoices, sale orders for sale of products and acceptances of orders by ADM including these Terms and Conditions of Sale. These indemnification rights of ADM are independent of, and in addition to, such other rights and remedies that ADM may have under law or in equity or otherwise, including the right to seek specific performance, rescission, restitution, or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

20. Consent to use of data:

- (a) The buyer consents to ADM for collecting, using, and processing personal and non-personal data provided by the buyer for the purposes of fulfilling obligations under the contract/purchase order. ADM may use such data for the following purposes:
 - (i) Processing orders and delivering products.
 - (ii) Communicating with the buyer regarding the products and services.
 - (iii) Managing and administering the relationship between ADM and the buyer.
 - (iv) Improving products and services offered by ADM.
 - (v) The buyer acknowledges that ADM may transfer personal data to its affiliates, agents, and service providers, as necessary, to fulfil the purposes stated above. ADM shall take appropriate measures to safeguard the confidentiality and security of the buyer's data.
- (b) The buyer further acknowledges that they have read and understood ADM's privacy policy, which is published on the website of ADM at <https://admsolarpower.com/privacy-policy/> and on the website of Orient Solar at <https://www.orient solar.com/downloads/privacy-policy.pdf>, which describes how ADM collects, uses, and protects personal data. The buyer agrees to comply with applicable data protection laws and regulations in relation to the data provided to ADM under the contract/purchase order.
- (c) This consent to use data shall remain valid during the term of the contract/purchase order and for a reasonable period thereafter as necessary to fulfil the purposes for which the data was collected, unless otherwise required by law or agreed upon by both ADM and the buyer in writing.

21. Severability: If any provision or portion of a provision of the contract/purchase order including these Terms and Conditions of Sale is determined to be invalid under any applicable law, it shall be deemed omitted, and the remaining provisions and partial provisions hereof shall continue in full force and effect.