



# Limited Warranty

for DMEGC SOLAR N-type Photovoltaic Modules

HENGDIAN GROUP DMEGC MAGNETICS CO., LTD.

**Limited Warranty for DMEGC SOLAR Photovoltaic Modules**

**Congratulations! You have purchased a high-quality and high-reliability product from DMEGC SOLAR.**

HENGDIAN GROUP DMEGC MAGNETICS CO., LTD. or any of its subsidiaries, whichever, acting as a seller or supplier (each, “DMEGC SOLAR”), when entering into a modules supply agreement with a Customer (as defined below) on or after April 1, 2026 (the “Supply Agreement”) hereby grants the warranties set forth herein (the “Warranty”) to the immediate buyer and its permitted successors and assigns (the “Customer”) with respect to any DMEGC SOLAR or GREENHOUSE branded solar photovoltaic modules (the “Modules”) sold by DMEGC SOLAR under such Supply Agreement.

**1. Warranted Products**

This Warranty shall exclusively apply to the following Products:

**A. DMEGC SOLAR Brand**

(1) Glass-foil Modules

I	II	III	IV	V	VI	VII	VIII	IX
DM	xxx (See Note 1)	M10T	-	54/60/66/72/78	(H) (See Note 2)	B/S	B/W	(-P/-V/-PV) (See Note 3)
		G12T		66				(-V) (See Note 3)
		M10RT		27/30/54/60/72				(-L/-V/-LV) (See Note 3)
		G12RT		48/54/66				(-P/-V/-PV) (See Note 3)

(2) Glass-glass Modules

I	II	III	IV	V	VI	VII	VIII	IX
DM	xxx (See Note 1)	M10T	-	B30/B32/B36/B54/B60/B66/B72/B78 /G32/G36/G54/G60/G66/G72/G78	(H) (See Note 2)	B/S	B/W/T	(-L/-P/-LP) (See Note 3)
		G12T		B66/B72				(-P) (See Note 3)
		M10RT		B27/B30/B32/B54/B60/B72/G27/G3 2/G54/G60				(-L/-P/-LP) (See Note 3)
		G12RT		B48/B54/B66/B78/G48/G54/G66				

**B. Greenhouse Brand**

(1) Glass-foil Modules

I	II	III	IV	V	VI	VII	VIII	IX
GH	xxx (See Note 1)	M10T/M10RT/ G12RT/G12T	-	## (See Note 4)	(H) (See Note 2)	B/S/N/C/T	B/W/T/U	(-V/-P/-L/-C/-PV/-LC) (See Note 3)

(2) Glass-glass Modules

I	II	III	IV	V	VI	VII	VIII	IX
GH	xxx (See Note 1)	M10T/M10RT/ G12RT/G12T	-	B##/G## (See Note 4)	(H) (See Note 2)	B/S/N/C/T	B/W/T/U	(-P/-L/-C/-PV/-LC) (See Note 3)

Note

1	xxx	Means a three-digit numeric placeholder representing the Nominal Power.
2	(H)	Means that if an uppercase letter “H” is included, the cells included in the Modules are half-cut cells (e.g., DM400M10-54HBB); and if not included, the cells included in the Modules are not half-cut cells (e.g., DM400M10-54BB).
3	(-L/-V/-P/-C/-PV/-LV/-LP/-LC)	Means that: (1) if the suffix “-L” is included, then it is a lightweight Module (e.g., DM450M10RT-54HSW-L); and if not included, then the Modules is not lightweight (e.g., DM450M10RT-54HSW). (2) if the suffix “-V” is included, then the glass-foil Module is compatible with 1500V system voltage (e.g., DM450M10-54HSW-V); if not included, then the glass-foil Module is compatible with to 1000V system voltage (e.g., DM450M10-54HSW). (3) if the suffix “-P” is included, the Module is equipped with a polymer frame (e.g., DM450M10-54HSW-P); and if not included, then the Module is not equipped with a polymer frame (e.g., DM450M10-54HSW) (4) if the suffix “-C” is included, the Module is equipped with a carport panel frame (e.g., GH450M10-54HSW-C); and if not included, the Module is not equipped with a carport panel frame (e.g., GH450M10-54HSW) (5) if a combination suffix “-PV”, “-LV”, “-LP”, or “-LC” is included, “-PV” means a glass-foil Module with polymer frame compatible with 1500V system voltage (e.g., DM450M10-54HSW-PV); “-LV” means a lightweight glass-foil Module compatible with 1500V system voltage (e.g., DM450M10-54HSW-LV); “-LP” means a lightweight Module with polymer frame (e.g., DM450M10-54HSW-LP); “-LC” means a lightweight Module with carport panel frame (e.g., DM450M10-54HSW-LC).
4	##	Means a two-digit numeric placeholder representing the number of the cells included in the Module.

**2. Warranty Start Date**

DMEGC SOLAR provides the Warranty starting from the earlier of (i) date of the first installation or (ii) six (6) months after the Modules depart from DMEGC SOLAR’s manufacturing facility (the “Warranty Start Date”).

**3. Limited Product Warranty**

DMEGC SOLAR warrants the following Modules to be free from material and/or manufacturing defects which impair the normal installation or utilization of Modules for the following Limited Product Warranty Period running from the Warranty Start Date:

**A. DMEGC SOLAR Brand Modules**

(1) Glass-foil Modules

I	II	III	IV	V	VI	VII	VIII	IX	Limited Product Warranty Period
DM	xxx	M10T	-	54/60/66	(H)	B/S	B/W	(-P/-V/-PV)	Two Hundred and Forty (240) months
				72/78				One Hundred and Forty-Four (144) months	
		66		(-V)				One Hundred and Forty-Four (144) months	
		27/30/60		(-L/-V/-LV)				Two Hundred and Forty (240) months	
		54		-L/-LV			One Hundred and Forty-Four (144) months		
		54		(-V)			Two Hundred and Forty (240) months		
		54					Three Hundred (300) months		
		72		(-L/-V/-LV)			One Hundred and Forty-Four (144) months		
		48/54					Two Hundred and Forty (240) months		
		G12RT		66			B/W	(-P/-V/-PV)	One Hundred and Forty-Four (144) months

(2) Glass-glass Modules

I	II	III	IV	V	VI	VII	VIII	IX	Limited Product Warranty Period
DM	xxx	M10T	-	B30/B32/B36/B54/B60/B66	(H)	B/S	B/W/T	(-L/-P/-LP)	Three Hundred (300) months
				/G32/G36/G54/G60/G66					One Hundred and Eighty (180) months
		G12T		B72/B78/G72/G78				(-P)	One Hundred and Eighty (180) months
		M10RT		B66/B72					(-L/-P/-LP)
				B27/B30/B32/B54/B60/G27/G32/G54/G60				One Hundred and Eighty (180) months	
				B72				Three Hundred (300) months	
		G12RT		B48/B54/G48/G54				One Hundred and Eighty (180) months	
				B66/B78/G66					One Hundred and Eighty (180) months

**B. Greenhouse Brand Modules**

	Limited Product Warranty Period
Glass-foil Modules	One Hundred and Forty-Four (144) months
Glass-glass Modules	One Hundred and Eighty (180) months

**4. Limited Peak Power Warranty**

DMEGC SOLAR further warrants that, commencing from the Warranty Start Date:

- A. for the first year following the Warranty Start Date, the Degradation Rate (as defined below) of Modules shall not exceed the applicable First Year Degradation Rate set forth in the table below;
- B. for each year after the first year, the Degradation Rate (as defined below) of Modules shall not exceed the applicable Annual Degradation Rate set forth in the table below; and
- C. at the end of the applicable Limited Power Warranty Period set forth in the table below, the ratio of the Actual Power Output (as defined below) of the Module to its Nominal Power Output (as defined below) shall be no less than the applicable Power Retention Rate set forth in the table below.

I	II	III	IV	V	VI	VII	VIII	IX	First Year Degradation Rate	Annual Degradation Rate	Limited Power Warranty Period (years)	Power Retention Rate
DM	xxx	M10T/G12T/G12RT	-	27/30/48/54/60/66/72/78	(H)	B/S/N/C/T	B/W/T/U	(-L/-P/-V/-PV/-LV)	1%	0.40%	30	87.40%
				B27/B30/B32/B36/B48/B54/B60/B66/B72/B78				(-L/-P/-V/-PV/-LV)	1%	0.40%	30	87.40%
				G27/G32/G36/G48/G54/G60/G66/G72/G78				(-L/-P/-V/-PV/-LV)	1%	0.40%	30	87.40%
		M10RT		27/30/54/60/72		B/S	B/W	(-P/-V/-PV)	1%	0.40%	30	87.40%
				B27/B30/B32/B54/B60/B72/G27/G32/G54/G60				(-P/-V/-PV)	1%	0.40%	30	87.40%
				54				(-L/-LV)	1%	0.40%	25	89.40%
GH	M10T/G12T/M10RT/G12RT	##	B/S/N/C/T	B/W/T/U	(-V/-P/-L/-C/-PV/-LC)	1%	0.40%	30	87.40%			
		B##			(-V/-P/-L/-C/-PV/-LC)	1%	0.40%	30	87.40%			
		G##			(-V/-P/-L/-C/-PV/-LC)	1%	0.40%	30	87.40%			

“Nominal Power Output” means the labeled power output, expressed in Watt, as indicated in the nameplate of the Modules.

“Actual Power Output” means the power in Watt peak that the Module generates at a given points in time a year after Warranty Start Date under STC condition. “STC” conditions are as follows: (a) Light spectrum of AM 1.5, (b) an irradiation of 1000 W per m2, and (c) a cell temperature of 25 degrees centigrade at normal irradiation. The measurements are carried out as per IEC 61215 as tested at the connectors or junction box terminals. In all measurements of Actual Power Output, the effect of test uncertainty needs to be considered as per IEC 61215 and with a measurement tolerance 3% (three percent).

“Degradation Rate” means any positive amount calculated in accordance with the following formula, expressed as a percent: Degradation Rate = (Nominal Power Output-Actual Power Output)/Nominal Power Output×100%

**5. Remedies**

In the event that the Modules fails to meet the warranties as described in Sections 3 or 4 above, any valid or substantiated claim will be settled by either of the following warranty services, at the sole discretion of DMEGC SOLAR:

- (1) Repair the Modules which causes a breach of the Warranties (“non-conforming Modules”); or
- (2) Replace the non-conforming Modules or part thereof with new Module. DMEGC SOLAR has the right to provide an alternative model (different in size, color, shape and/or power but with equivalent or higher power level) in case DMEGC SOLAR has discontinued producing the replaced Modules at the time of the claim. In such case, the Actual Power Output of the replacement Modules shall be no less than the Minimum Warranted Residual Power Output of the replaced Module(s).
- (3) Provide additional Modules to make up the extra power loss; or

- (4) Pay the Power Shortfall Compensation in respect of the non-conforming Modules or refund the Residual Value of the non-conforming Modules.
- ◆ Minimum Warranted Residual Power Output= Nominal Power Output \* [1 - (First Year Degradation Rate + Annual Degradation Rate \* (N-1))]; N means the number of full years elapsed from the Warranty Start Date to the date when replacement of the non-conforming Modules occurs.
  - ◆ Power Shortfall Compensation = Prevailing Market Unit Price (price-per-watt) \* (Minimum Warranted Residual Power Output – Actual Power Output)
  - ◆ Residual Value = Prevailing Market Unit Price (price-per-watt) \* Nominal Power Output \* (remaining Limited Power Warranty Period / Limited Power Warranty Period)
  - ◆ The Prevailing Market Unit Price (price-per-watt) is determined by DMEGC SOLAR

Unless otherwise agreed in writing, the additional, repaired or replacement Modules shall be delivered to the same destination and on the same Incoterms delivery basis that the original Modules causing the breach of the Warranty were delivered under the Supply Agreement to which this Warranty applies. DMEGC SOLAR shall be solely responsible for all shipping costs incurred performing its additional supply, repair or replacement obligations under this Section 5. For avoidance of doubt, it is expressly stated here that any costs incurred due to dismantling, repacking, installation or re-installation the Module(s) and other related expenses shall be borne by the Customer.

The settlement of a claim shall not constitute a renewal or extension of existing, statutory warranty claims or claims on the basis of the Warranty. Unless otherwise expressly provided in the Supply Agreement, Customer shall dispose of out-of-use Modules in accordance with local applicable regulations on electronic waste treatment and disposal at its own cost and the same shall not be reworked, re-sold or re-used in any way. If DMEGC SOLAR determines to retrieve such Modules, the ownership of same is deemed to belong to DMEGC SOLAR.

That Warranty represents a voluntary service by DMEGC SOLAR. Any claims beyond the warranty services as set forth in this section, particularly regarding direct or indirect damage shall be excluded, to the extent permitted by law.

## 6. Warranty Exclusions

The Warranty does not apply to any Module which has been subjected to or which has been:

- (1) Installed in a photovoltaic power plant system of which the design or layout does not conform to the designated module application (certification) or does not meet applicable requirements (e.g. IEC 2548:2016, IEC TS 62738:2018) or other generally accepted codes of practice for a safe and harmless operation;
- (2) Damages or failure caused by non-compliance with national or local electric codes;
- (3) Failure to comply with the installation instructions of DMEGC SOLAR;
- (4) Incorrect assembly or commissioning, a combination with unsuitable components or incorrect operation or use, incorrect transportation, incorrect storage, incorrect handling, etc.;
- (5) Any repair or modification which was not carried out or authorized by DMEGC SOLAR, unless that claim is confirmed not associate with the repair work or modifications;
- (6) Connection with any other brand of Modules or DMEGC SOLAR brands that are a different model or have different power output, specifications without DMEGC SOLAR's approval in writing in advance;
- (7) Defects or failure caused by force majeure, in particular lightning strike, overvoltage, floods, soot, acid rain, industrial chemicals, fire, pests, earthquakes, tsunamis, typhoons, tornadoes, derivative products or serial disasters caused by volcanic eruption, social turmoil, breakage or any other events that DMEGC SOLAR cannot influence;
- (8) Defects due to be installed on mobile platforms (other than single or dual-axis trackers) or in a marine environment (except for pre-

authorized floating systems or fishery-solar hybrid project) or near open flame or flammable or explosive materials or under extreme environmental conditions or rapid changes in such environments resulting in corrosion, oxidation, or affected by chemical products or direct contact with corrosive agents or salt water, pest damage, or malfunctioning PV system components;

- (9) Defects due to be installed near the heavy metal factories and affected by the adhesion of metals and/or corrosive substances in such environment;
- (10) Installed any substandard, mismatched, inferior or unqualified supporting (including but not limited to the clamps and the structure, etc.), which directly led to the quality problems with the Modules;
- (11) Defects caused by an accident at the photovoltaic power plant in which the Modules are installed due to any external factor or installed on unqualified buildings. External factors include but are not limited to voltage fluctuations, power peaks excess current, power failure, poor electrical or mechanical engineering work. Untrained personnel, or other faults occurring in the power supply system (whether or not such failures are caused by any act or omission of the Customer) or exposure to mold discoloration or similar external effects; A claim in the event of glass breakage arises only to the extent that there was no external cause of the breakage;
- (12) Any deterioration in appearance of the Module, including naturally occurring scratches, stains, normal wear, rust, mold, degradation, discoloring, or other alteration occurring after the shipment from DMEGC SOLAR that have no effect on the power generation performance or mechanical strength of the module, but not limited to the below visual alteration during the related warranty period:
- a. Non-significant discoloration of laminate.
  - b. Non-significant loss of glass transparency.
  - c. Non-significant increase of surface roughness.
  - d. Non-significant frame damage due to environmental stress.
  - e. Non-significant damage of junction box due to environmental stress or indication of corrosion.
  - f. Non-significant damage of connectors and cables due to environmental stress or indication of corrosion.
  - g. Non-significant damage of frame fixation due to environmental stress.
- (13) Usage in such a manner as infringing DMEGC SOLAR or any third party's intellectual property rights (e.g. patents, trademarks);
- (14) Any subsequent sale from a country where DMEGC SOLAR was first marketed to another country without the prior consent of DMEGC SOLAR; provided, however, that the foregoing shall not apply to the sales among the members of the European Union ("EU"), where the sale of Modules from one EU member to another does not require the prior consent of DMEGC SOLAR. The above-mentioned consent of DMEGC SOLAR shall not be valid unless made in writing and signed by a duly authorized representative of DMEGC SOLAR;
- (15) The downgraded Modules, or any Modules which are not covered by the Warranty defined in Supply Agreement and electronics (including but not limited to micro inverter, optimizer and their accessories) with other brands than DMEGC SOLAR, and in such case please refer to the manufacturer of the electronics for warranties in respect to such electronics;
- (16) Removed and re-installed at any location other than the physical location in which it was originally installed following purchase by Customer or receipt from DMEGC SOLAR as a replacement Module;

In addition, the Warranty does not apply to the Modules when the Customer is unable to provide the sufficient evidences demonstrating the breach of Sections 3 or 4 in respect of such Modules, or the nameplate or serial number of such Module having been tampered with, erased, removed or rendered illegible, or DMEGC SOLAR has not received the full and final payment for such Modules, or such Modules were, are or will be sold to or installed in Australia.

## **7. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE WARRANTY AND EXCEPT AS EXPRESSLY STIPULATED HEREIN, THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION.

THE REMEDIES EXPRESSED SET FORTH IN THE WARRANTY FOR BREACH HEREOF SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES ARISING FROM OR RELATING TO ANY BREACH OF THE WARRANTY. IN NO EVENT SHALL DMEGC SOLAR BE RESPONSIBLE FOR ANY COST OR EXPENSES INCURRED IN PERFORMANCE ANALYSIS, INSPECTION, DIAGNOSIS, REMOVAL, CUSTOMS, IMPORT DUTIES, EXPORT DUTIES, TAXES, REINSTALLATION COSTS, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF POWER GENERATION, LOSS OF USE, LOSS OF BONDING CAPACITY, COST OF CAPITAL, DAMAGE TO GOODWILL OR BUSINESS REPUTATION, OR CLAIMS FOR THIRD-PARTY DAMAGES AGAINST CUSTOMER), WHETHER LIABILITY ARISES AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY, BY OPERATION OF LAW OR IN ANY OTHER MANNER. EXCEPT AS SET OUT IN THIS WARRANTY, DMEGC SOLAR 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 THIS WARRANTY. THIS EXCLUSION APPLIES TO THE EXTENT PERMISSIBLE BY LAW, AND EVEN IF THE REMEDIES SET FORTH BELOW HEREIN ARE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, DMEGC SOLAR'S LIABILITY TO CUSTOMER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH NON-COMPLIANCE OF A MODULE WITH THIS WARRANTIES SHALL NOT EXCEED THE PURCHASE PRICE OF SUCH MODULE ACTUAL PAID TO DMEGC SOLAR FOR BY THE CUSTOMER.

THE CUSTOMER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE RELEVANT SUPPLY AGREEMENT BETWEEN DMEGC SOLAR AND THE CUSTOMER AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE MODULES WOULD BE SUBSTANTIALLY HIGHER.

THE LIMITATION OR DISCLAIMER OF LIABILITY HEREUNDER MAY NOT APPLY TO THE CUSTOMER IF THE MODULES SOLD TO SUCH CUSTOMER BY DMEGC SOLAR ARE SUBJECT TO THE JURISDICTION WHICH LIMITS OR DOES NOT PERMIT SUCH LIMITATION OR DISCLAIMER OF LIABILITY.

THE CUSTOMER MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND THE CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. THE WARRANTIES DO NOT AFFECT ANY ADDITIONAL RIGHTS THE CUSTOMER HAS UNDER MANDATORY LAWS IN THE CUSTOMER'S JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS.

NOTWITHSTANDING THE ABOVE, THE FOLLOWING STATEMENT APPLIES TO CUSTOMERS, WHO MATCH THE DEFINITION OF "CONSUMERS" UNDER THE AUSTRALIAN CONSUMER LAW: "OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE."

## **8. Warranty Claims**

Claims must be submitted in writing within the applicable warranty period, and promptly in any case no later than thirty (30) calendar days from discovery of the breach of the Warranty. Claim shall be sent to Hengdian Group DMEGC Magnetics Co., Ltd. with address Hengdian Industrial Zone, Dongyang, Zhejiang, China, 322118 (Tel: +86-579-86310330; Email: [service@dmegc.com.cn](mailto:service@dmegc.com.cn)). The claim shall set forth, at least, the following information: (a) party making claim; (b) detailed description of the claim; (c) evidences supporting the claim, including the photos, data or testing report; (d) the evidence for purchase of the Modules subject to the claim, which is able to demonstrate that the party making claim is the beneficiary of the Warranty; (e) the corresponding serial number of the Modules subject to the claim; (f) Warranty Start Date; (g) Modules type; (h) physical address of the Modules; and (i) any other information reasonably requested by DMEGC SOLAR. The return of any Modules will not be accepted unless prior written authorization has been given by DMEGC SOLAR.

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as TÜV Rheinland in Germany / China, TÜV SÜD in Germany / China, PI in Berlin / China and any other independent third party test institutes selected by DMEGC SOLAR and approved by Customer

(such approval not be unreasonably withheld or delayed) and having been accredited to ISO IEC 17025, shall be retained to review the claim. The determination by such institute as to whether a breach of the Warranty has occurred shall be final and exclusive. If such institute is unable to confirm a breach of the Warranty, all fees and expenses so arising shall be borne by the Customer.

#### **9. Severability**

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

#### **10. Warranty Transfer**

Subject to written notice to DMEGC SOLAR, the Warranty may be assigned in whole (not partially) when the Modules remains installed in its original installation position.

Upon request by DMEGC SOLAR, the Customer shall provide reasonable evidence demonstrating its heritage of the ownership of the Modules within 15 days following receipt of such request.

#### **11. Applicable Law and Dispute Settlement**

Any and all disputes arising out of or in connection with the Warranty shall referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the Supply Agreement between the original Customer and DMEGC SOLAR.

#### **12. Miscellaneous**

The terms of this Warranty are conditioned upon their incorporation in a contractual agreement between DMEGC SOLAR and the Customer.

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