



## TRACKER MASTER SUPPLY AGREEMENT

This Tracker Master Supply Agreement ("**Agreement**") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Effective Date**") by and between \_\_\_\_\_, a \_\_\_\_\_ corporation having its place of business at \_\_\_\_\_ ("**Customer**") and Nextracker LLC, a Delaware limited liability company having its place of business at 6200 Paseo Padre Parkway, Fremont, CA U.S.A. 94555 ("**Nextracker**").

**WHEREAS**, each of Customer and Nextracker wish to establish the terms and conditions pursuant to which Customer shall purchase and Nextracker shall sell and deliver, those individual components used in the photovoltaic system identified in Exhibit A (the "**Products**"), as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Nextracker, intending to be legally bound, hereby agree as follows:

### 1. DEFINITIONS

Capitalized terms shall have the meanings set forth in this Agreement.

### 2. SCOPE OF AGREEMENT; AFFILIATES

**2.1. Scope of Agreement.** This Agreement sets forth the terms and conditions pursuant to which Customer and its Affiliates agree to purchase, and Nextracker agrees to supply and sell, those certain Products as required by Customer and its Affiliates during the Term. For purposes of this Agreement, an "**Affiliate**" means any corporation, partnership, joint venture or other legal entity that a party to this Agreement controls, is under common control with, or is controlled by, where "control" means the ownership of more than fifty percent (50%) of the voting equity in such entity or otherwise the ability to direct the management of such entity. As a master form of contract, this Agreement allows Customer (and its Affiliates, who upon placement of Purchase Orders) with Nextracker shall be bound to the terms and conditions of this Agreement, from time to time, to make purchases of Products from Nextracker through the issuance of multiple Purchase Orders without having to re-negotiate these standard terms and conditions. This Agreement shall govern all Products procured by Customer or its Affiliates from Nextracker.

**2.2. Quotes.** Nextracker will issue a quote for a particular photovoltaic project being developed by Customer, its Affiliates or third parties under contract with Customer or its Affiliates to develop photovoltaic projects (each, a "**Project**"). The quote shall set forth terms and conditions specific to the Products to be supplied by Nextracker for such Project, which shall include without limitation the specific Product, Product price, payment terms, shipping terms, transfer of title and risk of loss terms, and any additional terms applicable to such Project. Customer shall issue a Purchase Order, as defined in Section 3.2 below, incorporating the terms from the quote. If any of the foregoing terms are not indicated in a Purchase Order, then the terms and conditions of this Agreement, for such missing terms, shall apply. Unless otherwise stated in the quote, Nextracker's standard product specifications shall apply to the Products described in the Purchase Order (the "**Specifications**"). In the event of any termination of this Agreement, all Purchase Orders shall terminate.

**2.3. Non-Exclusivity.** Nothing herein shall preclude or limit (a) Nextracker's sale of the Products or its other products to other customers or (b) the right of Customer and its Affiliates to purchase products similar to the Products from other sources. Notwithstanding the foregoing, Customer shall not (and shall cause its Affiliates not to), without the prior written approval of Nextracker, in any manner (i) redistribute the Products as standalone products, or (ii) use, develop, export, install or otherwise make available any of the Products for photovoltaic systems other than the Projects.

**2.4. Precedence.** In the event of any conflict or inconsistency between the terms and conditions of this Agreement, , any Purchase Order, or any Change Order (as defined in Section 6.1 below), (a) the terms and

conditions of a Change Order will control with respect to the additional costs and expenses, and the specific changes detailed in such Change Order (b) terms and conditions of Purchase Order. In all other respects, the terms and conditions of this Agreement will control. Any additional or different terms proposed by either party, whether in an acknowledgement form, invoice or otherwise, are expressly rejected by such other party, shall not have any effect on the terms of this Agreement and will not become part of this Agreement unless agreed to in a written amendment executed by both parties.

### 3. ORDERS

3.1. **Purchase Orders.** Each purchase and sale of Product will be initiated by the issuance of a purchase order by Customer or its Affiliate in substantially Customer's standard form of purchase order. Each purchase order will include the Deposit on Order as defined and required by Section 4.3 below. Purchase orders will be placed at least One Hundred Forty-Seven (147) days in advance of the requested date of delivery to the place of delivery for the ordered Product (the "**Lead Time**"). Purchase orders shall be delivered by facsimile, PDF, e-mail, or other mutually agreeable transmission delivered to Nextracker. Each purchase order shall specify the Product, price, quantity, delivery destination, delivery date, wind speed, corrosion zone, and snow load for the applicable Project site, and shall include (or reference) the applicable reference drawing / project layout, and optional Product features, if any are required.

3.2. **Purchase Order Acceptance.** As used in this Agreement, a "**Purchase Order**" means a purchase order that is issued by Customer or its Affiliate for the purchase of Products, that has been executed by both Parties.

3.3. **Purchase Order Cancellation.** Any reschedule or decrease in the quantity of Product ordered pursuant to a Purchase Order (except for a Customer's request to deliver to a bonded warehouse instead of the location set forth in the applicable Purchase Order, or as otherwise agreed to in writing by Nextracker as described in Section 8.4 below) is considered a cancellation, unless Nextracker agrees in its sole discretion to reschedule the decreased quantity for delivery at a later date. Any Purchase Order quantities approved by Nextracker for rescheduled delivery may not be subsequently rescheduled. Customer may cancel all or any portion of the quantity of Product ordered pursuant to a Purchase Order without additional charge provided Customer notifies Nextracker of such cancellation no later than three (3) business days after the Purchase Order has been accepted by Nextracker. If Customer cancels all or any portion of the quantity of Product ordered after such three (3) business day period, but after the date that is thirty (30) days prior to the applicable guaranteed delivery dates, if any ("**Guaranteed Delivery Date**") then unless Nextracker agrees otherwise in writing, Customer shall pay Nextracker the applicable amount set forth in the Cancellation Schedule below:

Cancellation Schedule	
Days Prior to Guaranteed Delivery Date	Cancellation Fee* (% of Purchase Order Price)
More than 147 Days	0%
Less than 147 days and more than 104 days	20%
Less than 104 days and more than 86 days	55%
Less than 86 days and more than 69 days	75%
Less than 69 days and more than 52 days	90%
Less than 52 days prior to the applicable Guaranteed Delivery Date	100%

\* The Parties agree that any Cancellation Fee incurred under this Agreement is subject to (a) offsets to the extent of amounts already paid by Customer under the applicable Purchase Order, and (b) adjustment only

as mutually agreed, in writing, between the Parties for any amounts to the extent of Nextracker's ability to re-allocate and use the Products for other customers.

#### 4. **PRICES; PAYMENT**

4.1. **Prices; Changes; Taxes.** The price for the Products shall be as identified in the Purchase Order. Customer is responsible for additional fees and costs due to: (a) changes to the Specifications per Section 6.1 below; and (b) any pre-approved expediting charges reasonably necessary because of a change in Customer's requirements.

4.2. **Taxes.** All prices are exclusive of federal, state and local excise, sales, use, VAT, and similar transfer taxes, and any duties, and Customer shall be responsible for all such items. This subsection does not apply to taxes on Nextracker's net income or real property.

4.3. **Payment.** Unless specified otherwise in the Purchase Order, a deposit ("**Deposit on Order**") of twenty-five percent (25%) of the total Purchase Order price shall accompany each of Customer's and its Affiliates' Purchase Orders, with the remaining seventy-five percent (75%), for each such Purchase Order, due upon shipment of the applicable Products from the port of origin. Customer and its Affiliates shall pay for all Products in accordance with the total the Purchase Order amount. If no payment schedule is indicated in the Purchase Order, Customer and its Affiliates shall pay in accordance with this Section 4.3. Unless specified otherwise in the Purchase Order, all amounts due from Customer and its Affiliates to Nextracker (other than the Deposit on Order) shall be paid within thirty (30) days of the date of the invoice. Customer and its Affiliates shall pay all amounts due in U.S. Dollars.

4.4. **Late Payment Remedies.** If Customer or its Affiliate fails to pay amounts when due, Customer or the Affiliate shall pay two percent (2%) monthly interest on all late payments. Furthermore, if Customer is late with payments and does not cure such failure to timely pay within fifteen (15) days of delivery of notice thereof or Nextracker has reasonable cause to believe Customer may not be able to pay, then Nextracker may, in its sole discretion, undertake any or any combination of the following: (a) stop all work under this Agreement until assurances of payment satisfactory to Nextracker are received or payment is received; (b) demand full prepayment for Purchase Orders; or (c) delay shipments. If Customer fails to make any final payments due after commissioning of Product at the Project site, Nextracker shall have the right to (d) enforce the liens against the Project site and (e) to remotely cease the support and/or functioning of the unpaid portions of Product, if possible.

4.5. **Credit Terms.** Nextracker may, in good faith, review prior to any delivery obligations and periodically the creditworthiness of Customer, its Affiliates, successors and assigns (as applicable) (each a "**Subject**") who place Purchase Orders with Nextracker or receive Product from Nextracker pursuant to any such Purchase Orders. Subject shall provide information reasonably requested by Nextracker in support of such credit reviews. Customer hereby unconditionally guarantees, and promises to perform, all obligations owed by any Affiliate, successor and assign to Nextracker for the payment of money under this Agreement or any Purchase Order on demand by Nextracker. If any such review indicates a decrease in the creditworthiness of the Subject, then Nextracker shall have the right to change the applicable delivery schedule without consequence to account for the new credit assessment of the Subject. The obligations of any Affiliate, successor or assign may be enforced by Nextracker against Customer without first having recourse to any of its rights against the Affiliate or any other person. Customer's obligations hereunder are primary obligations and not those of a mere surety.

#### 5. **SHIPMENTS; LATE DELIVERY; OTHER SERVICES**

5.1. **Shipping Terms.** Nextracker shall deliver all Products pursuant to the terms of this Agreement suitably packed for shipment in accordance with the Specifications and marked for shipment to the destination specified in the Purchase Order. The parties shall mutually agree upon the delivery date in the applicable Purchase Order. Nextracker shall make such deliveries DDP (DDP, Incoterms 2020) delivery location (the "**Delivery Point**"), unless otherwise expressly stated in the Purchase Order.

5.2. **Risk of Loss and Title.** Risk of loss and title shall pass to the ordering entity upon delivery by Nextracker of the Products to the stated Delivery Point. Notwithstanding the foregoing, the Products may be

subject to the security interest of Nextracker, to secure the payment of the purchase price of the affected Products and Nextracker, shall exercise its right to issue preliminary lien notices to the owner or developer of a Project, provided that such security interest is terminable upon payment by Customer. Upon partial and final payments by Customer, Nextracker shall, upon request execute conditional and unconditional lien waivers to Customer or Owner as applicable.

5.3. **Shipping Expenses.** All freight, insurance and other shipping expenses, as well as any special packing expenses not expressly included in the quote for the Products shall be paid by Customer or the ordering Affiliate.

5.4. **Late Delivery.**

(a) In the event a third party imposes damages on Customer as a result of Nextracker's unexcused failure to deliver prior to the applicable Guaranteed Delivery Date, then Nextracker will pay to Customer liquidated damages equal to a rate of one quarter of a percent (0.25%) of the applicable Purchase Order price of the applicable delayed Products per week through and including the date on which delivery actually occurs.

(b) In no event shall the amount of liquidated damages payable to Customer under this Section 5.4 exceed ten percent (10%) of the Purchase Order price.

(c) The acceptance of a late delivery neither constitutes nor implies a waiver of Customer's claim against Nextracker.

(d) For the purposes of clarity, the day after the last Guaranteed Delivery Date of the applicable Project shall be used as the first day of delay for the calculation of the Liquidated Damages for the SPCs and the other parts of the Product that contain silicon chips.

(e) Without prejudice to Customer's rights and remedies, Nextracker shall immediately notify Customer if it becomes aware that it is unable to deliver the applicable Products to the Delivery Point set forth in the applicable Purchase Order by the applicable Guaranteed Delivery Date. If the applicable Products have not been delivered to the Delivery Point set forth in the applicable Purchase Order by the date that is thirty (30) days after the Guaranteed Delivery Date (unless such Products are delivered to an alternate location pursuant to a Customer request), then Customer may terminate the applicable Purchase Order for such delayed Products, effective immediately upon written notice to Nextracker and charge Nextracker the difference between the cost of the Products and the cost of any replacement products Customer purchases from a third party (including the cost of re-engineering necessary to use replacement parts). This section 5.4 sets forth Nextracker's sole and exclusive obligations and Customer's sole and exclusive remedies with respect to any late delivery.

5.5. **Product, Start-Up, Commissioning and Training Support.**

(a) Nextracker will provide qualified personnel for technical assistance and support services to Customer, Monday through Friday, 9:00 am to 5 pm (PST), at no additional charge. Nextracker shall provide an initial response (via telephone or electronically) to any inquiry within two (2) business days. If Nextracker is requested by Customer to provide an in-depth or root cause failure analysis of Product failures occurring at a Customer Project site or Customer Delivery Point, Nextracker agrees to provide timely and complete analysis and feedback to Customer.

(b) **On-Site Support Requirements.** As determined by Customer, Nextracker shall provide qualified personnel to support on-site installation, startup or commissioning of Product at a Project site within five (5) business days of notification from Customer. Nextracker agrees that any personnel providing such on-site services will be factory trained and authorized by Nextracker. Nextracker has identified such site(s) and is aware of any restrictions on travel to each such site, and has incorporated such restrictions (such as immigration or visa requirements) in its pricing.

(c) On-site representatives shall comply with all requirements of Customer or such Customer with regard to such support, to include without limitation safety instructions, safety equipment, and any waiting time required as a result of either or both.

(d) Upon request, Nextracker shall provide operation, repair, maintenance and trouble-shooting training and related documentation to Customer representatives. The parties will mutually agree in writing on the Products to be included in the training and the content and level of training to be provided. Training shall be conducted at the Customer Project site or such other location as specified by Customer, at no cost to Customer. If training outside the U.S. is reasonably deemed necessary by Customer's regional representatives, the parties agree to negotiate in good faith the terms of the training. On-going training may be requested by Customer for the

purposes of refreshment of concepts, understanding Product modifications, personnel turnover. Nextracker shall offer this training at least two (2) times per year free of charge to Customer. On-going training shall be offered at Nextracker's training facility or at another mutually agreed location.

## 6. CHANGES, ACCEPTANCE, AND LIMITED PRODUCT WARRANTY

6.1. **Engineering Changes.** Either party may request that Nextracker incorporate engineering changes into the Products and Specifications by providing a description of the proposed engineering change sufficient to permit the parties to evaluate the feasibility and cost of the proposed change. Nextracker shall notify Customer of the changes to the Specifications, Product prices, delivery schedule for any accepted Purchase Orders and the implementation costs. All such changes and any terms and conditions applicable to Nextracker's incorporation of the engineering changes into the Product must be mutually agreed upon by the parties in writing (the "**Change Order**"). Nextracker shall proceed with engineering changes when the parties have executed the Change Order, and Customer has agreed to reimburse Nextracker the implementation costs and adjust Product pricing.

6.2. **Inspection and Acceptance.** Customer or the ordering Affiliate shall have the right to inspect the Products either before packaging at Nextracker's manufacturing facility but no later than five (5) days before shipping, or within ten (10) days after delivery to Customer or the ordering Affiliate at the Delivery Point provided that the shipment packaging is not opened. Customer or the ordering Affiliate may reject Products that it believes do not conform to the Limited Product Warranty, provided that Customer or the ordering Affiliate must provide Nextracker with photographs of any damages or other non-conformances noted during inspection no later than two business days after the inspection is conducted. If Customer or the ordering Affiliate does not reject the Products by written notice to Nextracker before the date that is ten (10) days after delivery to Customer or the ordering Affiliate at the Delivery Point, the delivered Products shall be deemed accepted. If Customer or the ordering Affiliate identifies any nonconforming Product, then Customer or the ordering Affiliate shall so notify Nextracker, in accordance with Section 2 of Exhibit B (Limited Product Warranty), and the parties shall discuss in good faith cost-effective means for Nextracker to correct any actual nonconformances.

6.3. **Product Warranty.** Nextracker provides the limited product warranty for the Products sold and delivered pursuant to this Agreement subject to the terms and conditions set forth in Exhibit B attached to this Agreement (the "**Limited Product Warranty**"). Customer may submit Purchase Orders to purchase Nextracker's extended product warranty that extends beyond the Limited Product Warranty, pursuant to the pricing and terms set forth in the quote. The Limited Product Warranty may run directly to Customer's clientele, as is indicated on the Purchase Order. In the case where the Limited Product Warranty runs directly to Customer's clientele, Customer will provide each such clientele with a copy of the Exhibit B Limited Product Warranty. Customer is not authorized to make any other warranties or other claims regarding the Products on Nextracker's behalf.

6.4. **Disclaimer of Other Warranties.** EXCEPT AS EXPRESSLY WARRANTED IN THE LIMITED PRODUCT WARRANTY, NEXTRACKER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES ON THE PRODUCTS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND NEXTRACKER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ANY AND ALL PRODUCTS PROVIDED FREE OF CHARGE FOR DEMONSTRATION AND TESTING PURPOSES ONLY, AND NOT FOR RESALE, ARE PROVIDED TO CUSTOMER ON AN AS-IS BASIS WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ITS USE OF SUCH PRODUCTS.

## 7. COMPLIANCE WITH LAWS

**7.1. Trade Compliance.** Neither party shall export, re-export or otherwise transfer any Products inconsistent with any requirement of the Export Administration Regulations (EAR), the International Traffic in Arms Regulation (ITAR), or Foreign Assets Control Regulations, or the laws or regulations of the United States and (as applicable) the exporting country outside the U.S, provided, however, in the case of Nextracker, that Customer provides all information necessary to perform proper export authorization and shall be responsible for the accuracy and completeness of all such information provided by Customer. Customer shall be responsible for obtaining any license, permit or other governmental approvals required for the export, re-export, or transfer of any Products, and Customer shall inform Nextracker when the foregoing has been obtained and communicate the terms and conditions thereof to Nextracker. To the extent that Products are imported into any country, Customer shall act as the importer of record.

**7.2. Intellectual Property.** Each party acknowledges and agrees that no licenses or rights under any of the intellectual property rights of either party are given or intended to be given to the other party.



## 8. TERM AND TERMINATION

8.1. **Term.** Subject to termination as expressly set forth in this Agreement, (a) the initial term of this Agreement shall commence on the Effective Date and shall continue for three (3) years thereafter, and (b) after the expiration of the initial term hereunder, this Agreement shall be automatically renewed for separate but successive one (1)-year terms unless either party provides written notice to the other party that it does not intend to renew this Agreement ninety (90) days or more prior to the end of any term. The initial term plus any applicable renewal terms shall be referred to herein as the “**Term.**”

8.2. **Termination.** This Agreement may be terminated by either party (a) for convenience upon ninety (90) days written notice to the other party provided that no Purchase Order is in effect at the time of such termination, (b) if the other party defaults in any payment to the terminating party and such default continues without a cure for a period of fifteen (15) days after the delivery of written notice thereof by the terminating party to the other party, (c) if the other party defaults in the performance of any other term or condition of this Agreement and such default continues unremedied for a period of thirty (30) days after the delivery of written notice thereof by the terminating party to the other party including as per Section 5.4(e), or (d) in accordance with the provision addressing Force Majeure events.

8.3. **Effect of Expiration or Termination.** Expiration or termination of this Agreement under any of the foregoing provisions: (a) shall not affect the amounts due under this Agreement by either party that exist as of the date of expiration or termination, and (b) shall not affect Nextracker’s express Limited Product Warranty provided hereunder. The following Sections, and any terms or provisions necessary to interpret or enforce such Sections, shall survive any termination or expiration of this Agreement: 2.3, 2.4, 4, 6.4, 7.2, 8.3 and 9-11.

8.4. **Temporary Suspension.** Customer may at any time, prior to delivery at the Delivery Point set forth in the applicable Purchase Order, by written notice to Nextracker, request that Nextracker temporarily suspend or delay any provision of services or delivery of Product, with or without cause. In the event of such request, the Parties will reasonably cooperate to mitigate any impacts of delay or suspension, including without limitation the option for Nextracker to deliver the applicable Products to a bonded warehouse in lieu of the location set forth in Applicable Purchase Order (“**Customer Delivery Redirection**”). Any such Customer Delivery Redirection will extend the Guaranteed Delivery Date for a period equal to the additional time required to comply with such Customer Delivery Redirection, and Customer shall pay for any and all additional costs to comply with such Customer Delivery Redirection. A delivery to a bonded warehouse pursuant to such a Customer Delivery Redirection satisfies all of Nextracker’s obligations to deliver the Products pursuant to the applicable Purchase Order and Customer shall pay to Nextracker all amounts owing, in U.S. Dollars, within thirty (30) days of such delivery. Customer shall pay all costs related to acceptance, storage, security, maintenance and insurance of the applicable Products at such bonded warehouse.

## 9. INDEMNIFICATION

9.1. **Indemnification by Nextracker.** Nextracker agrees to defend, indemnify and hold harmless, Customer, its Affiliates and all of their respective directors, officers, employees, and agents (each, a “**Customer Indemnitee**”) from and against all claims, actions, losses, expenses, damages or other liabilities, including reasonable attorneys’ fees (collectively, “**Damages**”) incurred by or assessed against any Customer Indemnitee, but solely to the extent arising out of third-party claims relating to (a) any actual or threatened injury or damage to any person (including death) or property caused, or alleged to be caused, by a Product sold by Nextracker to Customer or its Affiliates hereunder, but solely to the extent such injury or damage has been caused by the breach by Nextracker of its Limited Product Warranty; or (b) any infringement of the intellectual property rights (including any industrial design rights, database rights or any other form of intangible or business property rights) of any third party by the Products; however, Nextracker shall not have any obligation to indemnify Customer if such claim would not have arisen but for Nextracker’s design or manufacture of the Product in accordance with the specifications or requirements of Customer or its Affiliates.

9.2. **Indemnification by Customer.** Customer agrees to defend, indemnify and hold harmless, Nextracker, its Affiliates, and all of their respective directors, officers, employees and agents (each, a “**Nextracker Indemnitee**”) from and against all Damages incurred by or assessed against any Nextracker Indemnitee to the extent arising out of third-party claims relating to any (a) actual or threatened injury or damage to any person

(including death) or property caused, or alleged to be caused, by a Product, but only to the extent such Damages are not the responsibility of Nextracker pursuant to Section 9.1 above; (b) actual or alleged infringement or misappropriation of the intellectual property rights (including any industrial design rights, database rights or any other form of intangible or business property rights) of any third party by any Product except to the extent such infringement or misappropriation is the responsibility of Nextracker pursuant to Section 9.1 above; or (c) claims by any Customer Affiliates to the extent that such claims are inconsistent with the terms and conditions of this Agreement.

9.3. **Procedures for Indemnification.** The indemnified party shall give the indemnifying party prompt written notice of any third party claim. The indemnified party shall provide reasonable cooperation to the indemnifying party, at the expense of the indemnifying party. The indemnifying party shall have no authority to settle any claim on behalf of the indemnified party, unless such settlement includes an unconditional and complete release of all of the indemnified party's alleged liabilities therein. The indemnifying party shall not enter into any settlement that affects the rights or interests of the indemnified party without the prior written consent of the indemnified party, unless such settlement includes an unconditional and complete release of all alleged liabilities of the indemnified party.

9.4. **Sale of Products Enjoined.** Should the use of any Products be enjoined for a cause stated above, or in the event the indemnifying party desires to minimize its liabilities under this Section, then in addition to its indemnification obligations set forth in this Section 9, the indemnifying party's sole responsibility is to either substitute a fully equivalent Product not subject to such injunction or possible liability, modify such Product so that it no longer is subject to such injunction or possible liability, or obtain the right to continue using the Product in question. In the event that any of the foregoing remedies cannot be effected on commercially reasonable terms, then all Purchase Orders shall be considered cancelled.

## 10. LIMITATIONS OF LIABILITY

EXCEPT WITH RESPECT TO A PARTY'S OBLIGATIONS OF INDEMNIFICATION AS SET FORTH IN THIS AGREEMENT OR A BREACH OF A PARTY'S OBLIGATIONS OF CONFIDENTIALITY HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY COVER DAMAGES OR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE ARISING OUT OF THIS AGREEMENT, OR THE SALE OF PRODUCTS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING THE POSSIBILITY OF NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND EVEN IF ANY OF THE LIMITED REMEDIES IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. EXCEPT WITH RESPECT TO NEXTRACKER'S OBLIGATIONS OF INDEMNIFICATION AS SET FORTH IN THIS AGREEMENT OR A BREACH OF NEXTRACKER'S OBLIGATIONS OF CONFIDENTIALITY, HEREUNDER, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEXTRACKER'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT (INCLUDING WITHOUT LIMITATION WITH RESPECT TO CLAIMS OF DEFECTIVE PRODUCT PURSUANT TO THE LIMITED PRODUCT WARRANTY) SHALL IN NO EVENT EXCEED THE TOTAL GROSS AMOUNTS ACTUALLY PAID TO NEXTRACKER BY CUSTOMER AND ITS AFFILIATES PURSUANT TO THE PURCHASE ORDER UNDER WHICH SUCH LIABILITY AROSE. EXCEPT WITH RESPECT TO CUSTOMER'S OBLIGATIONS OF INDEMNIFICATION AS SET FORTH IN THIS AGREEMENT OR A BREACH OF CUSTOMER'S OBLIGATIONS OF CONFIDENTIALITY HEREUNDER, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER'S MAXIMUM AGGREGATE LIABILITY TO NEXTRACKER AND ITS AFFILIATES SHALL IN NO EVENT EXCEED THE ACCUMULATED PURCHASE PRICE FOR THE PRODUCTS ORDERED BY CUSTOMER AND ITS AFFILIATES. The parties agree that the limitations and exclusive remedies set forth in this Agreement represent the negotiated allocations of risk between the parties and are reflective of the pricing and bargained-for exchange represented herein.

## 11. MISCELLANEOUS

### 11.1. **Confidentiality.**



(a) For purposes of this Agreement, “**Confidential Information**” means (i) the existence and terms of this Agreement and all information concerning the unit number and fees for Products and (ii) any other information that is marked “Confidential” or the like or, if delivered verbally, confirmed in writing to be “Confidential” within thirty (30) days of the initial disclosure. Confidential Information does not include information that (1) the receiving party can prove it already knew at the time of receipt from the disclosing party free of any obligations of confidentiality; (2) has come into the public domain without breach of confidence by the receiving party; (3) was received from a third party without restrictions on its use; (4) the receiving party can prove it independently developed without use of or reference to the disclosing party’s data or information; or (5) the disclosing party agrees in writing is free of such restrictions

(b) Each party shall not use any Confidential Information of the disclosing party for any purposes or activities other than in support of such party’s obligations established in this Agreement. Except as otherwise specifically permitted herein or pursuant to written permission of the disclosing party, neither party shall disclose or facilitate disclosure of Confidential Information of the disclosing party to any third party, except that the receiving party may disclose such Confidential Information to those of its Affiliates and their respective employees, consultants, and other agents who need to know such Confidential Information for carrying out the activities contemplated by this Agreement and who have agreed in writing to confidentiality terms that are no less restrictive than the requirements of this Section. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party pursuant to a required court order, subpoena or other governmentally-required process; however, in such circumstance, the receiving party shall, to the extent reasonably feasible: (i) give the disclosing party prompt written notice of the receiving party’s receipt or knowledge of such required disclosure; and (ii) provide the disclosing party a reasonable opportunity to oppose such process or to obtain a protective order.

(c) Subject to each party’s right to maintain copies of Confidential Information in accordance with such party’s reasonable record-keeping requirements (and provided further that such information shall be used only as required by law or in connection with this Agreement), Confidential Information of the disclosing party in the custody or control of the receiving party shall be promptly returned or destroyed upon the earlier of (i) the disclosing party’s written request, or (ii) termination of this Agreement. Confidential Information disclosed pursuant to this Agreement shall be maintained confidential for a period of three (3) years after the disclosure thereof, except that the existence and terms of this Agreement shall be maintained confidential in perpetuity.

11.2. **Construction; Entire Agreement; Severability.** The terms and conditions as set forth in this Agreement have been arrived at after mutual negotiation, and it is the intention of the parties that its terms and conditions not be construed against any party merely because this Agreement was prepared by one of the parties. Subject to the terms of this Agreement, this Agreement, all Exhibits and attachments hereto, and all Purchase Orders and Change Orders entered into by the parties constitute the entire agreement between the parties with respect to the transactions contemplated hereby and supersede all prior agreements and understandings between the parties relating to such transactions. If the scope of any of the provisions (or any portion of a provision) of this Agreement is too broad to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

11.3. **Amendments; Waiver.** This Agreement may be amended only by written consent of both parties. The failure by either party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

11.4. **Independent Contractor.** Neither party shall, for any purpose, be deemed to be an agent of the other party, and the relationship between the parties shall only be that of independent contractors. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

11.5. **Insurance.** Each party agrees to maintain appropriate insurance to cover such party's respective risks and liabilities under this Agreement with coverage amounts commensurate with such risks and liabilities, taking into account each party's capability for self-insurance. Customer specifically agrees to maintain insurance coverage for any finished Products the title and risk of loss of which passes to Customer pursuant to this Agreement and that is stored on the premises of Nextracker.

11.6. **Force Majeure.** In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than a payment obligation) due to any act of God, acts or decrees of governmental or military bodies, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, materials unavailability, or any other cause beyond the reasonable control of the party invoking this section (collectively, a "**Force Majeure**"), and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. The parties agree that any event that is caused, directly or indirectly, by the COVID-19 pandemic and that results in delays in Nextracker's ability to perform under this Agreement shall be regarded as an event of Force Majeure as of the date on which Nextracker becomes aware of the delays caused by such event. For purposes of clarity, Nextracker shall not be estopped from claiming relief under this Section because of the pre-existing nature of the COVID 19 pandemic. Regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate this Agreement.

11.7. **Successors, Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. Neither party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the prior written consent of the other party, not to be unreasonably withheld. Customer may assign and transfer, in whole or in part, the rights provided by Nextracker to Customer under this Section 11.8 to Customer's customers or any subsequent purchaser of the Project site. Notwithstanding anything herein to the contrary, any assignee of Customer shall have a credit assessment at least as good as that of Customer. Notwithstanding the foregoing, Nextracker may (a) delegate or assign some or all of its rights and obligations under this Agreement to an Affiliate of Nextracker; and (b) subcontract some or all of its rights and obligations under this Agreement, to any third party, provided Nextracker shall remain liable for all acts and omissions of any such subcontractors.

11.8. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed received (a) upon delivery when delivered personally; (b) upon receipt when sent by confirmed facsimile; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (d) when acknowledged as received via email; or (e) one (1) day after deposit with a commercial overnight carrier. All communications shall be sent to the addresses set forth above or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 11.9.

11.9. **Grant of Marketing Rights.** With Customer's prior written consent, Customer will grant to Nextracker the nonexclusive, worldwide, perpetual and, freely transferable right to use any images, likeness, and biographical and professional information of the Project in all formats and media, for purposes of publication, and in connection with or as part of Customer's trade name, or any goods, services, package, label, trademark, logo, trade dress, or advertising, promotional, marketing, or sales materials.

11.10. **Governing Law; Dispute Resolution.**

(a) The following binding dispute resolution procedures shall be the exclusive means used by the parties to resolve all disputes, differences, controversies and claims arising out of or relating to this Agreement or



any other aspect of the relationship between Nextracker and Customer or their respective Affiliates (collectively, “Disputes”).

(b) The laws of the State of California, without any application of any conflict of laws considerations that would require the application of the laws of another jurisdiction, shall govern this Agreement, except to the extent there may be any conflict between such laws and the Incoterms of the International Chamber of Commerce, 2020 edition, in which case the Incoterms shall be controlling. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement or any transactions hereunder.

(c) Within five (5) business days following the receipt of a written notice from any party to this Agreement identifying a Dispute, the parties shall negotiate and attempt, in good faith, to resolve the Dispute quickly and inexpensively. If the parties are unable to resolve the Dispute within fifteen (15) business days of initiating such discussions, the Dispute shall be finally settled in a court located in San Jose, California, without prejudice to the parties’ right to seek interim relief or injunction at the courts of law of any other relevant jurisdiction. All such Disputes must be brought by the disputing party no later than one (1) year after the occurrence of the event giving rise to the Dispute.

11.11. **Controlling Language.** This Agreement is in English only, which language shall be controlling in all respects. All documents exchanged under this Agreement shall be in English.

11.12. **Counterparts and Exchange of Signatures.** This Agreement may be executed in counterparts. The parties agree that electronically transmitted and reproduced signatures (including faxed pages, scanned copies of signatures and email acknowledgements) constitute acceptable exchange of authentic consent to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives as of the Effective Date.

**CUSTOMER**

**NEXTRACKER LLC**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit A: Products



## NX Horizon Self-Powered Tracker

### Our most amazing tracker yet.

In our mission to make solar a mainstream energy source, NEXTracker has engineered the most intelligent and flexible tracking technology yet. Using sustainable design methods with outcomes that benefit people and the planet, we bring you: NX Horizon™.

NX Horizon (formerly referred to as the Self-Powered Tracker or SPT), brings self-contained motor power to each row, eliminating power wiring and trenching. Our advanced horizontal tracker is designed to operate with 80% less power than other trackers and it has the widest rotational range available with the lowest O&M costs. By offering more powerful systems at a greater value, NEXTracker enables greater deployment of renewable energy worldwide.

### NX Horizon key features and benefits include:

- Self-powered system with smart performance communications: Self-contained units on each row include a dedicated PV panel to provide power to the controller which drives the motor and hosts intelligent control electronics to position each tracker. With smart communications built in, NX Horizon systems can be accessed remotely, providing customers with a granular view to optimize tracker performance, operations and maintenance.
- Independent balanced rows with 120 degree rotational range: Each NX Horizon row has its own controlled motor with rotational range that delivers up to 2% more energy than typically linked row trackers. These agile, independent rows stow in less than 90 seconds to reduce

wind forces on the array, carefully protecting the PV modules in rapidly changing environments. NX Horizon solar trackers also have a mechanically balanced row design that aligns PV panels with the tracker's axis of rotation – which greatly reduces torsional load, using less energy from the motor to track throughout the day.

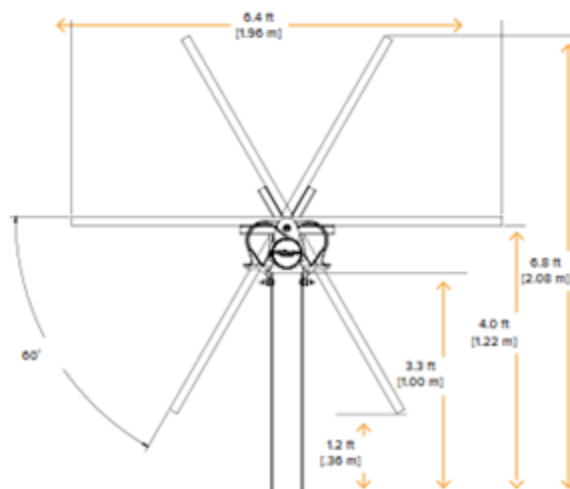
- Self-grounded system with theft-proof fasteners: NX Horizon is the world's first horizontal tracker with an entirely self-grounded design. This means no separate bonding hardware is required. You save on material and associated costs by eliminating grounding washers, braided straps, bare copper wire, and grounding rods. What's more, we've designed our own fasteners that can only be removed with special tools – deterring PV theft.



## NX Horizon Specifications

Tracking Technology	Horizontal single-axis balanced-mass tracker with independently-driven rows
Tracking Range	Up to 120° (± 60°)
Control System	1 Self-Powered Controller (SPC) per tracker; 1 Network Control Unit (NCU) per 100 SPCs
Communications	Wireless ZigBee® mesh network/SCADA; no communication wiring required
Drive System	One slew gear, 24 VDC motor and self-powered controller w/dedicated solar panel per row
DC Capacity	23-35kWp per tracker row, depending on panel type
System Voltage	Flexible, based on system design
Power Consumption	No grid power required
Ground Coverage Ratio	Fully configurable by customer; typical range 33%-50%
Installation Method	Rapid field assembly, no welding required
Foundation Types	Compatible with all major foundation types (driven pier, concrete foundation, ground screw)
Standard Wind Design	100 mph/161 kph, 3 second gust per ASCE7-10; configurable for higher wind speeds
Safety Stowing	Automated wind and snow stowing with self-contained backup power; no external power required
Torsional Limiter	Included at each foundation/bearing for additional wind and snow load protection
Principal Materials	Galvanized and stainless steel
Grounding Method	Self-grounding structure; separate materials and labor not required
Compliance	Grounding/bonding: UL2703; structural design: ASCE7-10
Other Available Options	Snow and flood sensors
Warranty	10 years on structural components; 5 years on drive and control systems
Typical Dimensions	Height 2.1 m/6.8 ft (@ 60°), Width 2.0 m/6.4 ft, Length 85 m/283 ft

Typical 72-cell c-Si configuration: 85 m row with 80 panels mounted in portrait:



## Exhibit B: Limited Product Warranty

Nextracker LLC  
6200 Paseo Padre Parkway  
Fremont, CA 94555 USA  
+1 (510) 270-2500  
www.nextracker.com

### LIMITED PRODUCT WARRANTY

#### HORIZONTAL SINGLE-AXIS TRACKER

This Limited Product Warranty covers the Nextracker products (“Products”) purchased by or for you (“Customer”), for the following project:

Customer Name:	
Project Name:	
Project Location:	

1. LIMITED PRODUCT WARRANTY: Nextracker warrants that:

- (a) for a period of ten (10) years from date of shipment, Products’ structural components will be free from defects in material and workmanship, when used under industry standards and used in accordance with Nextracker documentation, and when constructed and installed in compliance with all applicable Nextracker specifications, construction codes and regulatory requirements . The following parts, if supplied by Nextracker, constitute the Products’ structural components: piers, anchors, foundation systems, torque tubes and adapters, bearing housing assemblies, module mounting rail assemblies, damper mounts, nuts, bolts, and fasteners; and
- (b) for a period of five (5) years from date of shipment, Products’ electromechanical, hydraulic, and robotic panel cleaning ancillary components will be free from defects in material and workmanship, when used under industry standards and used in accordance with its documentation, and when constructed in compliance with all applicable Nextracker specifications, construction codes and regulatory requirements Electromechanical components include the tracker’s electrical, mechanical, and hydraulic parts. These include the following parts if supplied: self-powered controller (SPC), network control unit (NCU), data management unit (DMU), weather station assembly, smart panel controller batteries, motors, dampers, smart modules, slew gears, and robotic panel cleaning ancillary components. For the purposes of clarity, the ancillaries provided by Nextracker for the panel cleaning robots are not robotic; and
- (c) for the purposes of clarity, (i) Products are warranted against defects in materials and workmanship for the environment for which they were designed as such is defined under Annex 2 (Site Design Basis); and (ii) atmospheric corrosion site design conditions are defined per ISO standards 9223 & 9224. For a period of ten (10) years from the date of shipment, the Products’ structural components listed in 1(a) will be free from structural corrosion defects that prevent the correct functioning of the Products, when used and installed in accordance with Nextracker documentation and all applicable construction codes; and
- (d) such warranty shall cover latent defects, understood as the damage produced as a result of manufacturing faults, errors in calculation solely performed by Nextracker, material faults, smelting, welding or adjustment errors (not occurring during installation) and, in general, similar inherent causes in the Products’ design and manufacturing process; and

Warranty is limited to the  
components and parts  
manufactured by Nextracker  
and is not a contract.  
For more information, visit  
www.nextracker.com

- (e) for a period of one (1) year from the date of shipment or until the end of the original warranty period, whichever is later, any Product's replacement component that has been shipped following Nextracker's warranty process will be free from defects in material and workmanship, when used following industry standards and used in accordance with Nextracker documentation; and
- (f) If during the applicable warranty period, a defect is confirmed in accordance with Section 5 below, Nextracker, as its sole obligation and Customer's exclusive remedy, will assume the direct material damages arising from Nextracker's repair or replacement of the warranted Product or parts thereof. Such decision to repair or replace shall be at Nextracker's sole discretion. Any such defective Products or parts thereof may be replaced with either new or factory refurbished or remanufactured Products or parts thereof. This Limited Product Warranty covers all the commercial components that comprise the Products, however, none of the peripheral or additional equipment (e.g. photovoltaic panels, inverters, devices, panel cleaning robots, foundation pier if foundation pier is not a component of the purchased Product, etc.) that should be connected to the original Product that Nextracker delivers for the production of energy is covered by this Limited Product Warranty.

## 2. NEXTRACKER SYSTEM NETWORK CONFIGURATION REQUIREMENTS:

- (a) To provide timely response to system alerts and manage this Limited Product Warranty, Nextracker requires a real-time data feed from Customer's tracker network controller unit(s) to the Nextracker cloud-based data repository. Setting up the secure network connection requires Nextracker to coordinate with the appropriate IT personnel in Customer's organization with port forwarding to Nextracker NCUs to specified internal IP addresses. Access to those NCUs needs to be restricted to Nextracker's internet gateway IP addresses (to be specified during system commissioning) to ensure access is securely controlled.
- (b) System communications: Nextracker will work directly with Customer to ensure that the best possible secure network connection is maintained at all times. Nextracker makes no uptime commitments regarding the network as that is a function of the Customer's on-site network connectivity. System communications are limited to Products' operation only. Customer shall provide any data, signal, or communication required for the operation of other equipment including the panel cleaning robots and the performance thereof.
- (c) System connectivity is a function of many site conditions, Nextracker does not warrant the system uptime availability.
- (d) Failure of Customer to comply with this Section 2 of the Limited Product Warranty may restrict or delay warranty coverage determination, and, in such instance, warranty coverage determination shall be made after receipt of the allegedly defective component.

## 3. WARRANTY:

- (a) All Product warranties are set forth in this Limited Product Warranty, which shall take precedence over any other warranty documentation or contractual provisions related to Product warranty. This Limited Product Warranty is transferable from the Customer to the direct owner, or subsequent purchaser of the photovoltaic system only upon notification to and acceptance by Nextracker, which shall not be unreasonably withheld or refused if the Warranty Assignment and Consent documentation, attached hereto as Annex 1, is completed and sent to the Nextracker warranty address within sixty (60) days after the transfer. In the event of a change in ownership of the Products, the warranty holder is obliged to notify and inform the purchasing party of the existence of this Limited Product Warranty, and of all of its conditions and requirements.
- (b) If there is a change of control of the photovoltaic system, Customer will provide the purchasing entity with a copy of this Limited Product Warranty. Customer is not authorized to make any other warranties or other claims regarding the Products on Nextracker's behalf.
- (c) Nextracker may assign this Limited Product Warranty or any of its rights or obligations by giving notice to Customer or subsequent purchaser.

- (d) This Limited Product Warranty does not include labor and traveling expenses (except Nextracker's personnels' travel expenses for inspection in accordance with Section 5 of this Limited Product Warranty).
- (e) In the event the site is located in a country where Nextracker does not have a legal entity, customer shall be responsible for the import process and duties and Nextracker will reimburse for the duties paid.
- (f) In the event of incidents or damage to the Products, the Customer expressly undertakes not to carry out any operation on them, without prior express and written consent from Nextracker, provided that Customer may carry out repairs if use of the damaged Product would create an imminent safety risk or threat to human life.

4. WARRANTY EXCLUSIONS: THIS LIMITED PRODUCT WARRANTY SHALL NOT APPLY TO PRODUCTS THAT:

- (a) are not handled, stored, used, maintained, or installed as specified in Nextracker specifications and documentation provided to the Customer by Nextracker;
- (b) have been subject to abuse, misuse, neglect, or accident, including due to i) Customer's lack of upkeep and proper maintenance of the components of the Products covered under Section 1(b) herein after the end of warranty period under Section 1(b) and any damage therefrom, even if such damage may be covered under the warranty period pursuant to Section 1(a), or (ii) any person or entity other than Nextracker;
- (c) have been used with any elements, equipment, or subcomponents not authorized by Nextracker, including, but not limited to, robotic panel cleaning equipment and their ancillaries, mirrors or other solar thermal systems of any kind (except as provided in this Limited Product Warranty);
- (d) have been repaired or altered without written authorization or training from Nextracker;
- (e) have any serial numbers, markings, legends or labeling altered, defaced, or removed;
- (f) have only non-structural wear and tear or cosmetic damage or corrosion, including, aging, surface corrosion or surface imperfections that do not impair the intended functionality of the Product;
- (g) that have corrosion related to soil, and/or any conditions outside of the conditions described under Annex 2 (Site Design Basis), including environmental conditions;
- (h) have been damaged due to improper packaging upon return shipment;
- (i) have been damaged due to panel cleaning robots or other such third-party hardware or software;
- (j) have been damaged resulting from an event of Force Majeure. "Force Majeure" means an act of god or other cause which is beyond the reasonable control of the party whose performance is affected by such event and could not have been avoided by the exercise of reasonable prudence, including but not limited to extreme natural disasters (e.g. all forms of earth movement, floods, storms, lightning strikes, landslides); explosions; fire; pandemics or epidemics; overvoltage; terrorist attacks, wars, etc.;
- (k) have been moved to a new location without written approval from Nextracker;
- (l) are elements other than the Product itself (i.e., this Limited Product Warranty does not support solar modules, module mounting devices, foundation design, foundation installation, piers or supports if these are not components of the purchased tracker system, or other non-Product elements);
- (m) are consumable parts or materials, if supplied, including those used for preventative maintenance.

5. WARRANTY CLAIM PROCESS:

- (a) To make a valid claim under this Limited Product Warranty, Customer must timely notify Nextracker as soon as reasonably practicable as follows:

By Mail: Nextracker LLC  
Attn: Warranty Claims Department  
6200 Paseo Padre Parkway  
Fremont, CA 94555

On the website: <https://www.nextracker.com/tech-services/>



Warranty Claims submitted via the website will receive an email response within 1 business day. Once a Warranty Claim is validated, Nextracker will use reasonable efforts to ship within 7 business days.

- (b) Following receipt of a valid claim, Nextracker reserves the right to: (i) inspect the Products returned to Nextracker or inspect the installation of the Products on Customer's premises at any time and advise on the acceptability of the installation regarding conformity to installation standards and tolerance per Nextracker's installation documentation, or prior to and during project commissioning (this will not act as a waiver of a possible later determination of faulty installation); and (ii) validate warranty claims through inspection of items returned to Nextracker.
- i Customer agrees to (i) provide Nextracker access to the relevant Products; (ii) maintain and provide Nextracker access to all relevant records, including but not limited to installation records, maintenance records, wind monitoring data, and inspection and certification documents; and (iii) cooperate with Nextracker to provide necessary information as requested by Nextracker. Nextracker reserves the right to have the cause of failures verified and/or determined by qualified, independent third-party testing laboratories. Repaired or replaced Products or parts thereof will be subject to this Limited Product Warranty for the remainder of the respective original warranty period of the purchased Products or parts thereof. Warranty service may be affected by component sub-manufacturers. The Products must be used solely with the peripheral or additional equipment (including panel cleaning robots) expressly authorized by Nextracker. Requests to use elements not expressly authorized by Nextracker will be considered and responded to in a reasonably timely manner.
  - ii In the event that Nextracker requires Products to be returned back to Nextracker, Products shall be accompanied by a valid Return Merchandise Authorization ("RMA") number provided by Nextracker. Damages or loss during shipment of returned Products are covered by the shipper's insurance included in the RMA and Nextracker will enforce any insurance claims for such Products.

6. LIMITATIONS OF LIABILITY:

IN NO EVENT SHALL NEXTRACKER BE LIABLE UNDER THIS LIMITED PRODUCT WARRANTY FOR ANY OTHER DAMAGES OR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE ARISING OUT OF THIS LIMITED PRODUCT WARRANTY, OR THE SALE OF PRODUCTS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING THE POSSIBILITY OF NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF NEXTRACKER HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND EVEN IF ANY OF THE LIMITED REMEDIES IN THIS LIMITED PRODUCT WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LIMITED PRODUCT WARRANTY, NEXTRACKER'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF THIS LIMITED PRODUCT WARRANTY SHALL IN NO EVENT EXCEED THE TOTAL GROSS AMOUNT ACTUALLY PAID TO NEXTRACKER BY CUSTOMER (I.E., THE ORIGINAL PURCHASER) PURSUANT TO THE PURCHASE ORDER UNDER WHICH SUCH LIABILITY AROSE. ANY SUBSEQUENT PURCHASER SHALL HAVE THE BENEFIT OF THE COVERAGE THAT REMAINS UNDER THE LIABILITY CAP AT THE TIME OF ASSIGNMENT OF OWNERSHIP OF THE PRODUCTS.

The parties agree that the limitations and exclusive remedies set forth in this Limited Product Warranty represent the negotiated allocations of risk between the parties and are reflective of the pricing and bargained-for exchange represented herein.

7. DISCLAIMER:

EXCEPT AS EXPRESSLY WARRANTED IN THIS LIMITED PRODUCT WARRANTY, THE PRODUCT IS PROVIDED "AS IS", AND CUSTOMER'S USE THEREOF IS AT ITS OWN RISK. NEXTRACKER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, FOR THE

THIS WARRANTY IS MADE  
BY NEXTRACKER, INC.  
AND IS NOT A CONTRACT  
FOR THE SALE OF GOODS  
OR SERVICES.



PRODUCTS. NEXTRACKER DOES NOT WARRANT THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION, OR THAT THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS.

8. DISCLOSURE:

SOME JURISDICTIONS MAY NOT ALLOW CERTAIN DISCLAIMERS AND/OR LIMITATIONS AS MAY BE SET FORTH IN THIS LIMITED PRODUCT WARRANTY AND SUCH DISCLAIMERS AND/OR LIMITATIONS MAY NOT APPLY.

9. GENERAL:

This Limited Product Warranty is governed by the laws of the State of California, without regard to its conflicts of law provisions. Customer hereby consents to the exclusive jurisdiction and venue of the state and federal courts located in the Northern District of California for all disputes arising out of or related to the claims of the Product.

All such disputes must be brought by Customer no later than one (1) year after the occurrence of the alleged defect event giving rise to the dispute. The remedies in this Limited Product Warranty are Customer's sole and exclusive remedies and are in lieu of all other remedies at law or in equity, notwithstanding any failure of essential purpose.

ANNEXES

Annex 1 - WARRANTY ASSIGNMENT AND CONSENT

Annex 2 – SITE DESIGN BASIS

This Warranty Assignment and Consent is made between the current Limited Product Warranty holder ("**Transferor**") and the new owner ("**Transferee**") of the project set forth below ("**Project**"):

bound by the terms of the Warranties, including the Limitations, but shall otherwise have no further obligations to any party hereto as a consequence of entering into this Warranty Assignment and Consent.

2. No Release.

Nothing in this Warranty Assignment and Consent shall release Transferor from any of its obligations to Manufacturer under the Agreement or modifications thereof.

3. Miscellaneous.

- (a) This Warranty Assignment and Consent constitutes the entire agreement and understanding between Transferor, Transferee and Manufacturer with respect to the assignment of the Warranties.
- (b) No amendment, modification or waiver in respect of this Warranty Assignment and Consent will be effective unless in writing and signed by all parties.
- (c) Each party hereto shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Warranty Assignment and Consent (each, a **"Notice"**) in writing and addressed to the other party hereto at its address set out on the first page hereof or, with respect to Manufacturer, the signature page hereof (or to such other address that the receiving party may designate from time to time in accordance with this section). Each party hereto shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective upon receipt by the receiving party.
- (d) This Warranty Assignment and Consent shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.
- (e) On the other party's reasonable request, each party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Warranty Assignment and Consent.
- (f) This Warranty Assignment and Consent may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. This Warranty Assignment and Consent may be executed and delivered by facsimile and/or electronic media.

[SIGNATURE PAGES FOLLOW]

THIS IS A  
COPY OF THE  
ORIGINAL  
DOCUMENT  
AND IS NOT  
A REPRODUCTION  
OF THE  
ORIGINAL

The signatures below evidence agreement to this Warranty Assignment and Consent.

TRANSFEROR:

Company Name:

By:

Name:

Title:

Date:

Accepted and agreed:

TRANSFeree:

Company Name:

By:

Name:

Title:

Date:

*[Signature Page of Transferor and Transferee to Warranty Assignment and Consent]*



Receipt of the foregoing Warranty Assignment and Consent hereby acknowledged, and consent to the terms thereof hereby given:

MANUFACTURER:

Nextracker LLC

By:

Name:

Title:

Date:

Address: 6200 Paseo Padre Parkway, Fremont CA 94555 USA

*[Signature Page of Manufacturer to Warranty Assignment and Consent]*

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**ANNEX 2**  
**TO NEXTRACKER LIMITED PRODUCT WARRANTY**  
**(FOR HORIZONTAL SINGLE-AXIS TRACKER)**  
**SITE DESIGN BASIS**

Project Number:  
 Customer Name:  
 Site Name:  
 NX Project Engineer:

The following site-specific criteria have been considered in the Nextracker site design:

General Site Information	
Latitude, Longitude	
Authority Having Jurisdiction [AHJ]	
Engineering Code	
Design Wind Speed	
Risk Category	
Topographic Factor	
Design Snow Load	
Seismic Design	
Tracker Design Life [yrs]	
Other Considerations	
Site Information	
Module	
Total Module Quantity	
Module String Length	
Pitch, GCR [%]	
Module Clearance at Maximum Tilt	
Maximum & Minimum Pier Height	
Customer Site Plan [File Name]	
Customer Topo [File Name]	
Max Slope [%]	
Hydrology Study [Name/Date]	
Flood Height(s)	

Warranty is limited to the Tracker  
 components only.  
 The Tracker is not covered by this  
 warranty if the Tracker is not  
 installed or maintained in  
 accordance with the  
 Tracker manual.

Foundation & Tracker Design Information	
Geotechnical Report [Name/Date]	
Soil Corrosion Study [Name/Date]	
Foundation Design Life [yrs]	
Scour Depth(s)	
Foundation Type (ex: W6/W8, C, Alternate)	
Foundation Coating	
Top of Pile Load [Name/Date]	
Pile Load Test Report [Name/Date]	
Foundation Drawing [Name/Date]	
Tracker Maximum Tilt Angle	
Seismic Bushings [Yes/No]	
Terrain Following Product Type [Yes/No]	
Module Pressure Report [Name/Date]	
Atmospheric Corrosion Study [Name/Date]	
Robotic Cleaning Compatibility [Yes/No]	
Additional Considerations	

**If any of this information is incorrect, please contact Nextracker Sales and Project Engineering immediately.**

Customer Notes: