



Warranty conditions

Valid for the following Meyer Burger solar roof tiles:

MEYER BURGER TILE - Product type: MB_BF6B1B_17

MEYER BURGER SLATE - Product type: MB_BF6B1BSG_17

1. Warranty conditions of Meyer Burger (Germany) GmbH

Introduction

With Meyer Burger Tile and / or Meyer Burger Slate (hereinafter: Tile/Slate) from Meyer Burger (Germany) GmbH, you have purchased quality that meets the highest standards. Meyer Burger (Germany) GmbH, An der Baumschule 6-8, 09337 Hohenstein-Ernstthal, Germany (henceforth: „MBDE“) guarantees that your Tile/Slate is free from defects in material and workmanship. Under normal and appropriate conditions of use, installation, assembly, commissioning, operation and maintenance, the performance of the Tile/Slate will be reliably maintained. As a sign of confidence in this quality, MBDE is pleased to grant you, the end customer, the additional and voluntary rights set out below. The end customer is the person who purchased the Tile/Slate for the first time and put it into operation properly. In the event of resale and assignment of the warranty to a new purchaser as the second owner, the warranty period as a whole corresponds to the information in sections A1. and B1., i.e. in such a case the second owner is only entitled to the remaining warranty period that is still available after the initial purchase.

A Product warranty:

1. MBDE warrants the quality of the Tile/Slate beyond the statutory warranty period until 30 years from the first date of purchase or 6 months after dispatch of the Tile/Slate concerned from the MBDE warehouse - whichever is the earlier - that these Tile/Slates (including plugs and cables) are free from defects in material and workmanship:
 - i. no mechanical impairments that limit the stability of the Tile/Slate,
 - ii. and have no material or processing defects.

The prerequisite for this is proper installation by a specialist company and the intended use of the products as described in the installation instructions. A claim for glass breakage is only valid if there is no external influence. The external appearance of the Tile/Slate (e.g. scratches, discoloration, stains or similar) does not constitute a material or processing defect, provided that the functionality of the Tile/Slate is not impaired as a result.

2. Should the Tile/Slate exhibit one of the aforementioned defects during the period specified above and should this affect the functionality of the Tile/Slate for energy generation, MBDE will replace the defective Tile/Slate at its own discretion.

B Performance guarantee:

1. The Tile/Slate you have purchased has a power specification measured in accordance with IEC 60904¹ within a measurement tolerance of $\pm 3\%$ with regard to the power output to be achieved (the so-called nominal power). Please refer to the type plate on the Tile/Slate (in accordance with EN 50380²) for the respective rated power. MBDE assures that the actual performance of the Tile/Slate will only decrease slightly over a period of 30 years from the first purchase or 6 months after the relevant Tile/Slate is shipped from the MBDE warehouse - whichever comes first, see section B.2.
2. For Tile/Slate, MBDE warrants that the actual performance in the first year of operation will be at least 99% of the rated performance and will not decrease by more than 0.2% per year for a period of 29 years from the second year of operation, so that at the end of the 30th year of operation the Tile/Slate will have an actual performance of at least 93.2% of the rated performance. If the performance falls below the aforementioned threshold values due to material or processing defects, MBDE will, at its own discretion, either offer you a repair or replacement of the affected Tile/Slate. No further claims can be made in this case.

C Further conditions of entitlement:

1. The period of the product warranty under A and the performance warranty under B is limited to a period of 30 years for a Tile/Slate and is not extended in the event of repair or replacement of a Tile/Slate.
2. The rated power and the actual power of the Tile/Slate must be determined under standard test conditions as described in IEC 61215³ in order to verify any warranty claim. The relevant power measurement is carried out by a recognized measuring institute or by MBDE's own measurement (the evaluation of measuring stoles is carried out in accordance with IEC 60904¹ and EN 50380²).
3. All replaced tiles/slates become the property of MBDE. If the same model as the defective Tile/Slate for which the claim is made is no longer manufactured, MBDE reserves the right to supply Tile/Slate of equivalent or higher performance.
4. The services described under A and B can only be provided if the Tile/Slate has been used and/or operated properly and has not been dismantled and reassembled in the meantime in deviation from the specifications in the installation instructions. MBDE's services must therefore be excluded if the defects in the Tile/Slate are not exclusively attributable to the Tile/Slate itself. This is the case, for example:
 - a. Deviations from the installation, operating and maintenance instructions or notes during installation and/or operation of the Tile/Slate or incorrect installation.
 - b. Improper assembly, installation and/or use of unauthorized accessories.
 - c. Connection to an incorrect mains voltage or type of current.
 - d. Installation, replacement, repair of the Tile/Slate by unqualified specialist personnel (master craftsmen, roofers/carpenters).
 - e. Improper use and / or overuse of the Tile/Slate.
 - f. Vandalism, destruction due to external influences and/or persons/animals.
 - g. Improper storage, packaging or improper transportation before installation.
 - h. Damage to the on-site system or incompatibility of the on-site system equipment with the Tile/Slate.
 - i. Influences such as dirt or contamination on the front glass; contamination or damage caused by e.g. smoke, unusual salt exposure or other chemicals, liquids, falls, mechanical influences, chemical and vegetable products, deposits, other soiling.
 - j. Force majeure such as power failure, power surge, flooding, fire, explosions, earthquakes, war, riots, falling rocks, direct or indirect lightning, fire or other extreme weather situations such as storms, hail, hurricanes, hurricanes, sandstorms, earthquakes or other circumstances beyond the control of MBDE.
5. The warranty does not cover the costs of regular inspections, maintenance and repairs or the replacement of wearing parts and consumables. Indirect consequences of a defect, such as loss of use or loss of profit, are not covered by the warranty.
6. The services described under A and B apply to products sold and/or installed within the European Economic Area (EEA) and the United Kingdom and Switzerland, but excluding overseas territories of the aforementioned countries and Iceland.

¹IEC 60904:2020 Series Photovoltaic devices

²DIN EN 50380:2018-07; VDE 0126-380:2018-07, Data sheet and nameplate information of photovoltaic modules; German version EN 50380:2017

³IEC 61215:2016-1, -1-1, -2: Terrestrial crystalline silicon photovoltaic (PV) modules - Design qualification and type approval

D Disclaimer

The services described in this document are exclusively a voluntary special service provided by MBDE. In view of this and the fact that the warranty service is free of charge, MBDE is only obliged to provide the services described under A and B in the event of a reduction in functionality or if the actual performance falls short of the nominal value. B to provide the services specified. Any further liability, in particular a claim for compensation for damages - for whatever legal reason - which have not occurred to the products themselves, is excluded. This does not apply in the case of personal injury or in cases of intent, gross negligence and for the culpable breach of essential contractual obligations or in accordance with the Product Liability Act or other mandatory liability based on legal regulations.

E Assertion of claims

The assertion of the benefits specified under A and B requires that the end customer (i) informs the authorized seller/dealer of the product of the alleged defect in writing or (ii) sends this written notification directly to the address specified under F if the seller/dealer actually to be informed no longer exists (e.g. due to cessation of business or insolvency). Any notification of defects must be accompanied by the original purchase receipt as proof of purchase and the time of purchase of the Tile/ Slate. The claim must be made within thirty days of the defect being discovered. Products may only be returned with the written consent of MBDE. The following evidence and information must be enclosed:

- The corresponding serial number of the Tile/Slate
- Description of the defect
- Photos of the defect
- Copy of invoice with clear purchase date, price, model

Claims will be rejected if the model and serial number have been falsified, removed or made illegible.

F Your contact persons

All correspondence with MBDE must be conducted via the following channels
de address:

Meyer Burger (Germany) GmbH
Customer Service
An der Baumschule 6-8
09337 Hohenstein-Ernstthal
Deutschland

E-Mail: support@meyerburger.com

G Place of jurisdiction / Applicable law

1. The ordinary courts in Dresden shall have exclusive jurisdiction for all legal disputes arising from or in connection with these guarantee conditions.
2. The services granted on the basis of the product certificate are subject exclusively to substantive German law, excluding the UN Convention on Contracts for the International Sale of Goods.

H General validity of the certificate:

These warranty conditions apply exclusively to Meyer Burger Tile and Meyer Burger Slate.

As of 03.04.2024

Gunter Erfurt	Katja Tavernaro
Chief Executive Officer	Chief Sustainability Officer
Meyer Burger Technology AG	Meyer Burger (Germany) GmbH