

**Warranty Conditions of Meyer Burger (Americas) Ltd.
For all Glass/Backsheet and Glass/Glass Modules**

By purchasing Solar modules from Meyer Burger (Americas) L t d . (hereinafter: modules) you have chosen a level of quality which meets the highest standards. Meyer Burger (Americas) Ltd. (hereinafter: "MBA") warrants its modules to be free from defects in materials and workmanship under normal and proper conditions of use, installation, assembly, commissioning, operation and maintenance, and to maintain the performance of the modules in a reliable manner. As a sign of confidence in this quality, MBA is pleased to grant you, as the end customer of the modules (i.e. the person who puts the modules into operation correctly for the first time), the additional and voluntary rights set forth below:

A Limited Product Warranty:

MBA provides you with a warranty for the functional capability of the modules for a total period of

25 years for Glass/Backsheet Modules	30 years for Glass/Glass Modules
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The Limited Product Warranty will start from the date of purchase or 6 months after shipment of the respective module from MBA's warehouse, whichever is earlier, that the modules:

- (i) No mechanical impairments that limit the stability of the module; and
- (ii) Have no defects in materials or workmanship

The proper installation by a specialist company and the intended use of the products as described in the Installation Guide enclosed with the module is the prerequisite for this Warranty. A claim in case of glass breakage arises only to the extent that there was no external influence. The appearance of the modules (e.g. scratches, discoloration, stains or similar) does not constitute a defect, insofar as the change in appearance does not lead to a deterioration in the functional capability of the modules.

If the module(s) show any of the above-mentioned defects during the mentioned period and this having an effect on the functional capability of the module for energy generation, MBA will, at its own discretion, repair the defective module(s), supply replacement products or reimburse the customer with the then valid replacement price of the corresponding module as compensation, provided that this is not higher than the original sales price.

B Limited Performance Warranty:

The modules that you have purchased have a performance specification within a certain tolerance range of +/- 3.0%, measured according to IEC 60904¹, in terms of the power output (the so-called effective output). The relevant effective output can be found on the nameplate on the reverse of the product (according to EN 50380²). MBA assures that the actual output of the modules, over a total period of also:

25 years for Glass/Backsheet Modules	30 years for Glass/Glass Modules
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This period starts from the date of purchase or 6 months after shipment of the relevant module from MBA's warehouse, whichever is earlier, will decline only slightly.

Glass/Backsheet Modules

MBA guarantees that the effective output of the product will amount to at least 98.0% of nameplate power during the first year after purchase of the product. As of the second year after purchase of the product, the effective output will decline annually on average by no more than 0.25% for a period of 24 years, so that by the end of the 25th year after purchase an actual output of at least 92.0% of effective output will be achieved. In the event of a negative deviation from the threshold values, MBA will, at its own discretion, offer either a repair or a replacement of the affected modules. Further claims do not exist in this case.

Glass/Glass Modules

MBA guarantees that the effective output of the product will amount to at least 99.0% of nameplate power during the first year after purchase of the product. As of the second year after purchase of the product, the effective output will decline annually on average by

no more than 0.20% for a period of 29 years, so that by the end of the 30th year after purchase an actual output of at least 93.2% of effective output will be achieved. In the event of a negative deviation from the threshold values, MBA will, at its own discretion, offer either a repair or a replacement of the affected modules. Further claims do not exist in this case.

During the guarantee period MBA will exclusively either supply replacement products, which make it possible to maintain the actual performance or carry out repairs, which make such an actual performance possible. In the case that repair or replacement is not possible MBA is free to also grant financial compensation for the lower performance of the products.

When replacement products are supplied, there is no entitlement for the use of new modules or those which are as good as new. On the contrary, MBA is authorized to also supply used and/or repaired products as replacements.

C Further conditions of entitlement:

1. MBA, in its sole discretion, will determine whether the product warranty under paragraph A or the performance guarantee under paragraph B applies to your claim.
2. The period of product warranty under Section A and performance warranty under Section B is restricted to a period of 25 years for a glass/backsheet module and to a period of 30 years for a glass/glass module and will not be extended, not even in the event of repair or replacement of a module.
3. The effective output and actual output of the modules are to be determined under standard test conditions as described under IEC 61215³ for verification of any warranty claim. The decisive measurement of performance is carried out by a recognized measuring institute or by MBA's own measurement (the assessments of measurement tolerances is undertaken in accordance with IEC 60904⁴ and EN 50380⁵). If the measurement confirms that a warranty case exists, MBA shall also bear the costs of the measurement. If the measurement shows that there is no warranty case, MBA reserves the right to return the modules at the expense of the customer and to claim the measurement costs.
4. Only with the prior consent of MBA, MBA will pay the reasonable, customary, and documented shipping costs (including return shipping and redelivery costs of repaired and replaced modules) of modules relating to the Limited Product Warranty and the Limited Performance Warranty. For the removal of the original module and the installation of the replacement module, MBA will reimburse a fixed amount of \$180.00 per system (photovoltaic system with one grid connection point) and warranty case, plus \$30.00 for each affected module. Any additional costs for the removal and reinstallation of the modules covered by the warranty shall be the responsibility of the end customer. MBA is entitled to determine the company carrying out the removal or replacement.
5. All products that have been replaced pass to the ownership of MBA. In the event the same model, as the defective module, for which the claim is made is no longer manufactured, MBA reserves the right to supply modules of other models (different sizes, colors, shapes, or performance).
6. The services described under Sections A and B can only be ensured if the module has been properly used and/or operated and has not been dismantled and reassembled in the meantime. Services provided by MBA must therefore be withdrawn if the defects to the module are not exclusively based on the module itself. This is e.g. the case if:
 - a) Deviations from the assembly, operation and maintenance instructions or instructions during and/or operation of the modules.
 - b) Replacement, repair or modification of the modules by persons not authorized by MBA.
 - c) Improper use of the modules including (but not limited to) use to meet design requirements and functions such as protection from water and wind.
 - d) Damage to the cable caused by abrasion on a rough surface due to insufficient fixing or unprotected running of the cable over sharp edge.
 - e) Vandalism, destruction by external influences and/or persons/animals.
 - f) Incorrect storage or inappropriate transport prior to installation.
 - g) Damage to the on-site system or incompatibility of the on-site system equipment with the modules.
 - h) Influences such as dirt or contamination on the face-plate; contamination or damage by e.g. smoke, extraordinary salt contamination, or other chemicals.

- i) Force majeure, including but not limited to power failure, power surge, flood, fire, explosion, rock fall, direct or indirect lightning strike, or other extreme weather situations such as hail, hurricanes, cyclones, sandstorms, earthquakes or any other events or circumstances (whether similar or dissimilar) beyond the reasonable control of MBA.
7. The services described under Sections A and B apply to products sold and installed within the United States and US Territories.

D Exclusive remedy; disclaimer; limitation of liability:

The remedies set forth in this Limited Warranty Sections A and B are the sole and exclusive remedies available to you as a product purchaser. MBA shall not be liable for damage, injury or loss arising out of or related to a product except as set forth in this Limited Warranty. THE WARRANTIES AND GUARANTEES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE FOR THE PURPOSE INTENDED), WHETHER WRITTEN OR ORAL OR IMPLIED IN FACT OR IN LAW, AND WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OF ANY NATURE, WHETHER SOLE OR CONCURRENT), STATUTE, STRICT LIABILITY OR OTHERWISE.

UNDER NO CIRCUMSTANCES WILL MBA BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER INDIRECT DAMAGES, PERSONAL INJURY OR PROPERTY DAMAGES (INCLUDING DAMAGES TO ANY STRUCTURE OR ITS CONTENTS) IN ANY WAY CONNECTED WITH A PRODUCT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MBA'S AGGREGATE LIABILITY, IF ANY, SHALL BE LIMITED TO A PRODUCT'S PURCHASE PRICE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY CLAIM OF FAILURE OF ESSENTIAL PURPOSE OR OF ANY LIMITED WARRANTY REMEDY.

E Assertion of claims:

The assertion of the services specified under Sections A and B requires that you (i) inform the authorized seller/dealer of the product of the alleged defect in writing, or (ii) send this written notification directly to the address mentioned in Section F if the seller/dealer who should be informed no longer exists (e.g. due to business closure or insolvency). Any notification of defects is to be added to the original sales receipt as evidence of the purchase and the time of purchase of the modules. The assertion must be made within thirty (30) days of the occurrence of the defect. The return of products is only permitted after MBA has given its written consent. The following evidence and information must be enclosed:

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

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

F Your contacts:

All correspondence with **MBA** should be sent to the following address:

Meyer Burger (Americas) Ltd.
1685 S. Litchfield Rd.
Goodyear, AZ 85338
Email: support@meverburger.com

G Jurisdiction/Choice of Law/Disputes:

This Limited Warranty, including without limitation the rights and responsibilities granted hereunder, shall be governed and construed in accordance with the laws of the State of Oregon, without regard to the conflicts of law provisions thereof. By purchasing, installing and using the product(s), you agree that all controversies arising out of, or relating in any way to this Limited Warranty shall be resolved by binding arbitration under the auspices of the American Arbitration Association, in Portland, Oregon, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in force. Any such arbitration shall be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff, consolidated, or similar basis. You understand and agree that you are waiving rights to seek remedies in court, including the right to a jury trial, and that you are waiving the right to pursue a claim as a class action or by class or multi-party arbitration. In

the event any term or provision of this paragraph shall to any extent be invalid or unenforceable, the remainder of this provision shall be valid and enforced to the fullest extent permitted by law. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to this Agreement, including without limitation any claim that all or any part of this Agreement is void or voidable.

H General validity of the certificate:

These warranty conditions apply exclusively to the modules Meyer Burger Black, Meyer Burger White, Meyer Burger Glass.

Status 06/30/2022

Moritz Borgmann
Managing Director
Meyer Burger Industries GmbH

Ardes Johnson
President and General Manager
Meyer Burger (Americas) LTD

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

⁴IEC 60904:2020 Series Photovoltaic devices

⁵DIN EN 50380:2018-07; VDE 0126-380:2018-07, Datenblatt- und Typenschildangaben von Photovoltaik-Modulen; Deutsche Fassung EN 50380:2017