



Warranty conditions

Valid for the following Meyer Burger photovoltaic modules:

MEYER BURGER BLACK - Product type: MB_B120AyB_XXX

MEYER BURGER WHITE - Product type: MB_W120AyB_XXX

MEYER BURGER GLASS - Product type: MB_TG120ByB_XXX

MEYER BURGER GLASS - Product type: MB_TG120AyB_XXX

1. Warranty conditions of Meyer Burger (Industries) GmbH

Introduction

With the solar modules from Meyer Burger (Industries) GmbH (hereinafter: modules), you have purchased quality that meets the highest standards. Meyer Burger (Industries) GmbH, Carl-Schiffner-Straße 17, 09599 Freiberg (from now on: „MBI“) guarantees that your modules (glass/foil modules and glass/glass modules) are free from defects in material and workmanship under normal and appropriate conditions of use, installation, assembly, commissioning, operation and maintenance, and that the performance of the modules will be reliably maintained. As a sign of confidence in this quality, MBI is pleased to grant you, the end customer, the additional and voluntary rights set out below. The end customer is the person who has purchased the modules for the first time and put them 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 details 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 A Limited product warranty:

1. MBI guarantees the quality of the modules beyond the statutory warranty period until the expiry of:

- 25 years for glass/foil modules
- 30 years for glass/glass modules

from the first date of purchase or 6 months after shipment of the relevant module from the MBI warehouse - whichever is the earlier - that these modules (including plugs and cables) are free of defects:

- i. no mechanical impairments that limit the stability of the solar module, and
- ii. 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 supplied with the product. A claim for glass breakage only exists if there is no external influence. The external appearance of the modules (e.g. scratches, discoloration, stains or similar) does not constitute a defect in material or workmanship, provided that the functionality of the modules is not impaired as a result.

2. Should the modules exhibit one of the aforementioned defects during the period specified above and should this have an influence on the functionality of the module for energy generation, MBI will, at its own discretion, repair the defective module(s), supply replacement products or reimburse you as compensation for the then applicable replacement price of the corresponding module, provided that this is not higher than the original purchase price.

B Limited performance warranty:

1. The modules you have purchased have a power specification measured in accordance with IEC 60904¹ within a measurement tolerance of $\pm 3\%$ with regard to the power yield to be achieved (the so-called rated power). Please refer to the type plate on the frame of the module (in accordance with EN 50380²) for the respective rated power. MBI assures that the actual output of the modules over a period of likewise:

- 25 years for glass/foil modules
- 30 years for glass/glass modules

from the first purchase or 6 months after shipment of the module in question from the MBI warehouse - whichever comes first - will only decrease slightly.

2. MBI assures for glass/foil modules that the actual performance in the first year of operation is at least 98% of the rated output and will not decrease by more than 0.25% per year for a period of 24 years from the second year of operation, so that at the end of the 25th year of operation, the module will have an actual output of at least 92% of the nominal output. For glass/glass modules, MBI assures that the actual output in the first year of operation will be at least 99% of the nominal output and that from the second year of operation for a period of 29 years it will not increase annually by more than will decrease by more than 0.20%, so that at the end of the 30th year of operation the module will have an actual output of at least 93.2% of the nominal output. In the event that the performance falls below the aforementioned threshold values due to material or processing defects, MBI will, at its own discretion, either offer you a repair or replacement of the affected modules. No further claims can be made in this case.

C Further conditions of entitlement

1. The period of the product guarantee under A and the performance guarantee under B is limited to a period of 25 years for a glass/foil module and 30 years for a glass/glass module and is not extended in the event of repair or replacement of a module.
2. The rated power and the actual power of the modules 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 MBI's own measurement (measurement tolerances are evaluated in accordance with IEC 60904⁴ and EN 50380⁵). If the measurement confirms that a warranty case exists, MBI shall also bear the costs of the measurement. If the measurement comes to the conclusion that a warranty case does not exist, MBI reserves the right to return the modules and charge the measurement costs.
3. Subject to MBI's prior consent, MBI will pay the reasonable, customary and documented shipping costs of modules (including return shipping costs and subsequent delivery costs of repaired and replaced modules) in relation to the limited product warranty and the limited performance warranty. For the removal of the original module and the installation of the replacement module, MBI will reimburse a lump sum of €150.00 per system (photovoltaic system with one grid connection point) and warranty claim, plus €25.00 for each affected module. Any additional costs for the removal and reinstallation of the modules covered by the warranty shall be borne by the end customer. MBI is entitled to determine the company carrying out the removal or replacement itself.
4. All replaced modules become the property of MBI. If the same model as the defective module for which the claim is made is no longer manufactured, MBI reserves the right to supply modules of other models (different sizes, colors, shapes or power ratings).
5. The services described under A and B can only be granted if the module 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. MBI's services must therefore be excluded if the defects in the module are not exclusively attributable to the module itself. This is the case, for example, with:
 - a. Deviations from the installation, operating and maintenance instructions or notes during installation and/or operation of the modules 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. Replacement, repair or modification of the modules by persons not authorized by MBI.
 - e. Improper use of the modules, including (but not limited to) use to fulfill design requirements and functions such as protection from water and wind or overloading of the modules.
 - f. Vandalism, destruction due to external influences and/or people/animals.
 - g. Improper storage, packaging or improper transportation prior to installation.
 - h. Damage to the on-site system or incompatibility of the on-site system equipment with the modules.
 - 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 MBI's control.

³IEC 60904:2020 Series Photovoltaic devices
⁴DIN EN 50380:2018-07/VDE 0126-380:2018-07, Data sheet and nameplate information of photovoltaic modules; German version EN 50380:2017
⁵IEC 61215:2016-1, -1-1, -2, Terrestrial crystalline silicon photovoltaic (PV) modules - Design suitability and type approval
⁶IEC 60904:2020 Series Photovoltaic devices
⁷DIN EN 50380:2018-07/VDE 0126-380:2018-07, Data sheet and nameplate information of photovoltaic modules; German version EN 50380:2017

6. 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.

7. 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.

D Disclaimer

The services described in this document are exclusively a voluntary special service provided by MBI. In view of this and the fact that the warranty service is free of charge, MBI 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. Any further liability, in particular a claim for compensation for damages, is excluded. - regardless of the legal grounds - which have not occurred on the products themselves is excluded. This shall not apply in the event of personal injury or in cases of intent, gross negligence and for the culpable breach of material contractual obligations or in accordance with the Product Liability Act or other mandatory statutory liability.

E Assertion of claims

In order to claim the benefits specified under A and B, you must (i) notify the authorized seller/dealer of the product of the alleged defect in writing or (ii) send this written notification directly to the address specified under F if the seller/dealer to be notified 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 modules. The claim must be made within thirty days of the defect being recognized. Products may only be returned after MBI 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 invoice with clear purchase date, price, module model

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

F Your contact persons

Any correspondence with MBI should be sent to the following address:

Meyer Burger (Industries) GmbH
Customer Service
Carl-Schiffner-Straße 17
09599 Freiberg

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 MBI modules (glass-foil modules and glass-glass modules).

As of 19.01.2024

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