

## **Warranty Conditions of Meyer Burger (Industries) GmbH For all glass/glass and glass/backsheet modules**

By purchasing Solar modules of Meyer Burger (Industries) GmbH (hereinafter: modules) you have chosen a level of quality which meets the highest standards. Meyer Burger (Industries) GmbH, Carl-Schiffner-Straße 17, 09599 Freiberg (hereinafter: "MBI") warrants its modules (glass/glass and glass/backsheet 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, MBI 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:**

1. MBI guarantees you with respect to the quality of the modules beyond the statutory warranty period for a total period of
  - 25 years for glass/backsheet modules
  - 30 years for glass/glass modules

from the date of purchase or 6 months after shipment of the relevant module from MBI's warehouse, whichever is earlier, that there will be (including connectors and cables):

- (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 instructions 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.

2. If the modules 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, MBI 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:**

1. The modules which you have purchased have a performance specification within a certain tolerance range of +/- 3%, measured according to IEC 60904<sup>1</sup>, 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 50380<sup>2</sup>). MBI 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 module

from the date of purchase or 6 months after shipment of the relevant module from MBI's warehouse, whichever is earlier, will decline only slightly.

2. For glass/foil modules, MBI guarantees that the effective output in the first year of operation will be at least 98% of the actual 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 effective output of at least 92% of the actual output. For glass/glass modules, MBI guarantees that the effective output in the first year of operation will be at least 99% of the actual output and will not decrease by more than 0.20% 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 module will have an effective output of at least 93.2% of the actual output. In the event of a negative deviation from these threshold values due to material or process defects, MBI will, at its own discretion, offer you either a repair or a replacement of the affected modules. Further claims do not exist in this case.

## **C Further conditions of entitlement**

1. The period of product warranty under A and performance assurance under 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.
2. The effective output and actual output of the modules are to be determined under standard test conditions as described under IEC 61215<sup>3</sup> for verification of any warranty claim. The decisive measurement of performance is carried out by a recognized measuring institute or by MBI's own measurement (the assessments of measurement tolerances is undertaken in accordance with IEC 60904<sup>4</sup> and EN 50380<sup>5</sup>). If the measurement confirms that a warranty case exists, MBI shall also bear the costs of the measurement. If the measurement shows that there is no warranty case, MBI reserves the right to return the modules at the expense of the customer and to claim the measurement costs.

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<sup>1</sup> IEC 60904:2020 Series Photovoltaic devices

<sup>2</sup> DIN EN 50380:2018-07; VDE 0126-380:2018-07, Data sheet and nameplate information of photovoltaic modules; German Version EN 50380:2017

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

<sup>4</sup> IEC 60904:2020 Series Photovoltaic devices

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

3. Only with the prior consent of MBI, MBI will pay the reasonable, customary, and documented shipping costs (including return shipping costs 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, MBI will reimburse a fixed amount of 150.00 EURO per system (photovoltaic system with one grid connection point) and warranty case, plus 25.00 EURO 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.
4. All products which have been replaced pass to the ownership of MBI.

In the event 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, colours, shapes or performance).

5. The services described under 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 MBI 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 installation and/or operation of the modules.
  - b) Replacement, repair or modification of the modules by persons not authorized by MBI.
  - 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) Vandalism, destruction by external influences and/or persons/animals.
  - e) Incorrect storage or inappropriate transport prior to installation.
  - f) Damage to the on-site system or incompatibility of the on-site system equipment with the modules.
  - g) Influences such as dirt or contamination on the face-plate; contamination or damage by e.g. smoke, extraordinary salt contamination, or other chemicals.
  - h) Force majeure such as 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 other circumstances beyond the control of MBI.
6. Furthermore, the services described under A and B do apply to products sold and/or installed within the European Economic Area (EEA), including 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 of MBI. Against this background and the gratuitousness of the granting of the certificate, MBI is only obligated to provide the services specified under A and B in the event of a restriction of the functional capability or if the actual performance falls short of the effective output. Any further liability, in particular

a claim for compensation for damages - for whatever legal reason - which have not occurred to the modules themselves, is excluded. This shall not apply in case of personal injury or in cases of intent, gross negligence and culpable breach of material contractual obligations (cardinal obligations) or under the German Product Liability Act or otherwise where liability is mandatory by law.

## **E Assertion of claims**

The assertion of the services specified under 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 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 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 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 MBI should be sent to the following address:

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

Email: [support@meyerburger.com](mailto:support@meyerburger.com)

Or conveniently via the **Meyer Burger app**.

## **G Jurisdiction / Choice of Law**

1. All legal disputes arising out of or in connection with these warranty conditions shall be subject to the exclusive jurisdiction of the ordinary courts in Dresden.
2. The rights and responsibilities granted under this certificate shall be governed and construed exclusively in accordance with the laws of Germany and to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

**H General validity of the certificate:**

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

Status 06/07/2022

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