



SOLAR ROOF TILES LIMITED WARRANTY



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Terms and conditions in which “the COMPANY” refers to Tejas Borja S.A.U. (Spain / +34 96 279 80 16)

Version 1 - February 2021

THE COMPANY

The COMPANY supplies integrated solar tiles to make sloping roofs when used in conjunction with the COMPANY's other compatible ceramic products in accordance with the specifications in their catalogue. The COMPANY declares that all the solar tiles they supply are manufactured in line with current standards, classified depending on how each product is to be used.

The COMPANY guarantees individual products from its solar range for a period of ten years, a guarantee endorsed by the manufacturers of the components used to make the final product, as long as the conditions of the WARRANTY are met. This WARRANTY only covers the repair or replacement of defective solar tiles or a refund of the value of said defective solar tiles. The COMPANY will decide how to respond to applications on a case by case basis. The WARRANTY does not cover labour costs associated with the removal or installation of the tiles. The validity of this WARRANTY is conditional upon the presentation of the corresponding warranty certificate, signed and stamped, in addition to the delivery notes and product invoices.

This WARRANTY will be conditional upon the solar tiles being installed on sloping roofs with compatible Tejas Borja ceramic tiles and special ceramic pieces, as detailed in the COMPANY's catalogue.

THE CLIENT AND GUARANTEE START DATE

The products covered by this WARRANTY are:

- a. SOLAR Flat-5XL MONOCRYSTALLINE ceramic tiles
- b. SOLAR Flat-5XL CIGS ceramic tiles
- c. SOLAR Flat-10 CIGS tiles

For the products listed above, the COMPANY guarantees photovoltaic performance (1) to the first CLIENT who installs them, from the date on the sales invoice. In the event of a claim, if the CLIENT does not present the corresponding sales invoice, the WARRANTY start date will be deemed to be the date six months after the production date.

The CLIENT has a maximum period of 1 year from the date of the sales invoice to request the WARRANTY certificate.

LIMITED WARRANTY

The WARRANTY is offered by the COMPANY exclusively to the CLIENT who has bought the solar tiles for domestic use or for installation on sloping roofs in general.

1. PEAK POWER
2. PRODUCT
3. OTHER COMPONENTS

1. PEAK POWER. The performance of the solar tiles is only guaranteed under the standard conditions detailed in IEC 61215. Accordingly, the COMPANY guarantees the following performance levels for a solar tile:

a. SOLAR Flat-5XL MONOCRYSTALLINE ceramic tile – Performance will be above 99% during the first year after installation and will remain above 80% for 20 years after the start of the WARRANTY.

b. SOLAR Flat-5XL CIGS tile – Performance will be above 97% in the first year after installation and will remain above 80% for 25 years after the start of the WARRANTY.

c. SOLAR Flat-10 CIGS tile – Performance will be above 97% in the first year after installation and will remain above 80% for 25 years after the start of the WARRANTY.

2. PRODUCT. The COMPANY guarantees all solar tiles will be free from any material, component or manufacturing defect when said defect can be attributed to the COMPANY and is one which impacts the performance of the product in keeping with its intended purpose.

In the case of SOLAR Flat-5XL tiles, the base tile is the FLAT-5XL ceramic tile which has the same features and qualities. The ceramic base is guaranteed for 50 years and a corresponding warranty certificate can be requested along with the other tiles and special pieces for the same roof. In any event, the solar panels will have a 10-year WARRANTY.

3. OTHER COMPONENTS. The components and materials included or used in the assembly of the final product, such as junction boxes, cables, adhesive sealants and any others, as relevant, comply with the conditions of the WARRANTY provided by their respective manufacturers.

The COMPANY guarantees to the CLIENT that each solar tile supplied is free from any material or manufacturing defects which impact its performance as a roof-integrated product to capture solar energy. The COMPANY approves the mechanical and electrical characteristics, as indicated in the product's data sheet, which result in the provision of the specified peak power levels.

These warranty conditions only apply to the COMPANY's solar tiles as products and not to complete systems and installations.

IMPORTANT: the WARRANTY only applies under normal conditions of service, function, installation and use, in accordance with the product specifications as detailed in its data sheet and the corresponding installation and safety manual.

Immediately after the CLIENT requests the WARRANTY, the COMPANY must tell the CLIENT the date on which the product was shipped from the factory.

HOW TO USE THE WARRANTY

In the event that the CLIENT has a well-founded claim regarding the COMPANY's solar tiles which is covered by this limited WARRANTY, the CLIENT must immediately inform the distributor or point of sale which managed the sale of the material, or the COMPANY directly, in

writing. Together with said notification, the CLIENT must include: evidence of their claim, the unique serial number of the solar tile or tiles affected, the WARRANTY certificate and the sales invoice. If accepted, the claim will be answered in writing by the COMPANY.

The CLIENT may ask the COMPANY for instructions about how to manage their claim. The return of any solar tile will not be accepted if the return has not been previously authorized by the COMPANY in writing.

The validity of this WARRANTY is conditional upon the presentation of the corresponding CERTIFICATE, signed and stamped, as well as the relevant delivery notes and sales invoices.

The WARRANTY will only apply after the tiles and other pieces supplied have been paid for in full.

CLAIMS RESOLUTION

A product is deemed defective if there is a fall in power output directly attributable to material or component defects or prior handling by the COMPANY. The COMPANY will determine if the product defect meets these criteria. If the COMPANY deems the product to be defective, the COMPANY will opt for one of the following solutions:

I. Supply compatible substitute solar tiles. The substitution may compensate for a loss of power in one of the following ways:

- a. By supplying additional solar tiles to compensate for said power loss; or
- b. By repairing defective tiles

II. Refund the applicable amount, calculated according to the value indicated on the original sales invoice, applying the corresponding linear annual depreciation, with the useful life of the product at 25 years.

Depending on the circumstances, it will be for the COMPANY to decide the final solution to any claim, its resolution and viability.

The power output rating for each product, as detailed on its data sheet, represents the nominal power in peak watts (Wp) which the solar tiles generate under the following standard STC conditions:

- Irradiance 1.000 W/m²
- Cell temperature: 25°C at right angle irradiation
- Air mass spectrum = 1.5

The STC conditions have been tested in accordance with standard IEC 61215. The connections, connectors and the junction box, depending on the application and the COMPANY's quality controls, are valid from the date of manufacture.

Any solar tiles which are replaced become property of the COMPANY. The COMPANY reserves the right to modify and/or withdraw certain models, technical specifications and information related to the solar tiles without notice. In the event of changes, repositioning, or the use of more solar tiles than initially supplied, the COMPANY reserves the right to supply, as appropriate, alternative products (different in size, colour, shape and/or power), always prioritizing

compatibility. The COMPANY guarantees that the power output of its solar tile products will be equal or superior to the power output generated by those originally supplied.

In the case of solar tiles which have been repaired or replaced, the original WARRANTY will not be extended, nor will a new WARRANTY be issued. The WARRANTY for said repaired and/or replaced products will be valid for the time remaining on the original WARRANTY.

EXCLUSIONS AND LIMITATIONS

1. In any event, the WARRANTY must be requested and completed in a period of 1 year from the product purchase date.

2. The COMPANY advises that solar tiles with additional installation elements supplied by the COMPANY or purchased as optional extras (roof fixings, installation connectors, etc.) must be installed correctly and in accordance with the instructions in the corresponding manual. The appropriate professional installer must work in accordance with the applicable installation instructions and guarantee their fulfilment, always testing the basic function of the roof in terms of watertightness and ventilation.

3. The WARRANTY applies to the solar tiles from the COMPANY except under the following circumstances when it will NOT APPLY:

- a. The solar tiles have undergone aesthetic or colour changes or other changes which affect their aesthetic appearance including, but not limited to, corrosion, visible fading, abrasion, scratching, oxidation, staining or mechanical wear, which have occurred after delivery and do not cause deterioration to the functional capacity of the solar tile.
- b. The glass of the solar tile has been damaged by external factors.
- c. The solar tiles have been affected by exposure to soot, sea water/salt, smoke, salts in general, acid rain, chemical substances (including cleaning agents), dirt build-up, and/or other contamination or extreme environmental effects caused by circumstances such as the proximity of the sea, volcanoes or acidic, alkaline or corrosive environments.
- d. The solar tiles have been damaged during transport or storage having been delivered to the destination agreed by both parties.
- e. The installation or mounting of the solar tiles has not been carried out in accordance with the COMPANY manual.
- f. The solar tiles have been used and/or applied in a way that diverges from the original purpose of the product.
- g. The solar tiles have been exposed to sunlight concentrated using lenses and/or mirrors.
- h. The solar tiles have been inadequately handled during transport, storage and/or installation.
- i. Safety measures or technical requirements in force in situ have not been followed during the use or handling of the product.
- j. In the event of misuse, abuse, vandalism, negligence or accident.
- k. In the event of undue movements, alterations, reinstallations, applications or removals.

l. In the event the solar tiles have been connected to other products made by other manufacturers which have been designed for the same purpose.

m. In the event of repair to or manipulation of the integrity of the product without following the COMPANY's instructions.

n. In the event that any repair of or modification to the solar tiles has been carried out by a technician who is not certified by the COMPANY.

o. If the solar tile has been removed, altered or damaged in any way which has made the label with the product's unique serial number illegible.

p. The guarantee of peak power output will be void when the product WARRANTY has expired.

q. In the event of poor functioning of the solar tile caused by power failures, power surges, lightning—direct or indirect bolts of lightning—flooding, pests, fire, explosions, rock falls, earthquakes, extreme weather conditions, hail, typhoons, hurricanes, volcanic eruptions, accidental damage caused by third parties, animal activity, war, legal proceedings, riots, terrorist attacks and other reasons beyond the COMPANY's control.

r. In the event that the details originally given on the WARRANTY document have been altered or modified.

s. When the use, installation or maintenance of the solar tiles has not been in accordance with the specifications in the COMPANY's solar tile installation and safety manual. This WARRANTY does not cover damages caused by poor execution/installation. Both the solar tile installer and the person positioning the ceramic tiles, who must be employed to complete the roof, must follow the instructions in the manual and the specifications of the Building Code, respecting good building practice in accordance with regulations in force in each territory and jurisdiction, above all those regarding the roof ventilation and gradient.

t. When the reported fault is the result of normal wear and tear to the tiles. This WARRANTY will not be valid if the tiles have been manipulated, altered or modified in such a way that they diverge from the technical specifications of the product, after they have been shipped from the factory. The WARRANTY will not cover fading or changes to the colour of the tiles caused by staining due to exposure to any type of damaging chemical substance. The WARRANTY will not be valid when the reported fault is the result of any other cause which is not an inherent manufacturing fault in the materials supplied by the COMPANY. It is especially forbidden to install the tiles using products which do not allow for structural movement or to apply liquids to the tiles which alter their characteristics.

4. The WARRANTY does not cover any installation, transport or customs costs or other costs resulting from the return of the product. The WARRANTY does cover any costs associated with shipping additional materials for tile repair and/or repositioning, nor any costs associated with the installation, removal or reinstallation of the solar tiles.

5. Force majeure: the COMPANY will not be legally liable to the CLIENT or third parties for any damages related to non-compliance with or delays to the terms and conditions of sale, including the "Solar Roof Tiles Limited WARRANTY", due to natural disasters, wars, strikes, riots, conflicts, pests or epidemics, fires, flood or other circumstances out of the COMPANY's control. In these cases, the effectiveness of the WARRANTY will be postponed without responsibility for the period of the delay, in a reasonable manner.

6. If the CLIENT makes a claim in accordance with this WARRANTY and it is not a valid claim, the COMPANY reserves the right to invoice the CLIENT for any costs the COMPANY incurs for the warranty services provided, as long as the CLIENT knew or should have known that their claim was for damages not covered by the WARRANTY.

7. If a warranty service provided by the COMPANY is ineffective, the COMPANY can repeat said service or appoint an alternative to the CLIENT.

WARRANTY LIMITATIONS

The limited WARRANTY set out in this document replaces and expressly excludes all other WARRANTIES, express or implicit, including, but not limited to, WARRANTIES of merchantability and fitness for a particular purpose, use or application, and all other obligations and responsibilities of the COMPANY, unless the COMPANY agrees, signs and expressly approves in writing other obligations or responsibilities.

This WARRANTY must be accompanied by the 50-year WARRANTY for tiles and special ceramic pieces used in finishing the roof, whose conditions must always be met. Said warranty is issued on request.

The COMPANY will not be liable for any personal injury or damage to property which results from any cause arising from or relating to any defect in the solar tiles. Under no circumstances will the COMPANY be liable for accidental, consequential or special damages, whatever their cause. Loss of use, loss of benefit, production loss and loss of income are not covered by the WARRANTY. The legal liability of the COMPANY, should it arise, for damages or any other kind of liability, will not exceed the value of the invoice nor the amount paid by the CLIENT for the individual solar tile unit.

The terms and conditions of this limited WARRANTY must not be interpreted as excluding any obligatory legal provision. This limited WARRANTY will be executable only to the maximum extent permitted by applicable law. The CLIENT may have additional rights by virtue of the laws of the jurisdiction which apply to the sale of consumer goods, including, among others, national or local laws.

No other WARRANTY, verbal or written, other than that detailed herein will be recognised concurrently by the COMPANY.

TRANSFERABILITY OF THE WARRANTY

The COMPANY's solar tile limited WARRANTY is only transferrable when the product remains installed in the same place it was originally installed when the corresponding warranty certificate was requested. If the original CLIENT sells or transfers ownership of a property with a roof installation which includes the COMPANY's solar tiles, the WARRANTY will be transferred to the new owner of the property for the remaining validity period of the WARRANTY. The new owner will be deemed to be a CLIENT for the purposes of the WARRANTY, as long as the original or previous CLIENT has no rights to the aforementioned WARRANTY.

DISPUTES

Expressly waiving any other jurisdiction which may apply, the COMPANY hereby declares that disputes or disagreements relating to the validity and effectiveness, interpretation, application and fulfilment of this WARRANTY will fall under the jurisdiction of the Courts and Tribunals of the city of Valencia, Spain.

All claims or complaints relating to this solar tiles limited WARRANTY must be presented in writing and sent to the email address: postventa@tejasborja.com. To validate their claim, the claimant must provide all relevant details about the issue with the product. The claimant must also give the COMPANY reasonable access to the property to inspect and verify any solar tile for which a claim has been made, in keeping with the terms and conditions of this WARRANTY, to determine the cause of the problem.

VALIDITY

The WARRANTY will be null and void if any of its conditions, as detailed in the original document, are not met.

The WARRANTY will not apply to solar tiles made by the COMPANY which are installed outside the territory of Spain without permission, without an invoice or without the express authorization of the COMPANY.

CONTACT

If you have any questions about the COMPANY's products, their quality or performance, please contact the COMPANY: TEJAS BORJA S.A.U.

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