



## **Warranty for SunStyle® solar tiles**

Congratulations, you have chosen to purchase SunStyle® long life products. SunStyle® solar tiles have a 10-year warranty for glass-foil modules and 12-year warranty for glass-glass modules and a 25-year warranty on performance according to the following terms:

### **1. General provisions**

Sunstyle AG grants the end customer a manufacturer's warranty in the sense of an assurance or a dependent warranty under Swiss law (hereinafter referred to as "**warranty**"). The Guarantee includes a product guarantee regarding material defects of the relevant SunStyle® solar tile, as well as a performance guarantee regarding a reduction in performance of the relevant SunStyle® solar tile. The warranty is valid within the periods specified below and subject to the conditions, exclusions and limitations specified below.

#### **1.1 Start of the warranty period**

The warranty is valid from the date of sale to the first customer who installs the SunStyle® solar tiles or has had them installed, as evidenced by the original invoice, or no later than six months after the SunStyle® solar tiles are manufactured, whichever is earlier.

#### **1.2 Validity for end customers**

The warranty applies exclusively to end customers. The end customer within the meaning of the warranty is the purchaser of the respective SunStyle® solar tile who has purchased it for end use and installed it for the first time or has it installed for the first time (initial installation). The warranty is transferable by the end customer to a purchaser of previously installed SunStyle® solar tiles if the SunStyle® solar tiles remain in their original installation location. Furthermore, the warranty cannot be transferred to third parties, which is why intermediaries, installers, second purchasers who install the solar tile again at a different location (second installation), etc. cannot derive any claims from the warranty.

The warranty exists independently of statutory warranty claims and any contractual claims of the end customer against the seller and/or installer of the SunStyle® solar tile in question, which are not affected by the warranty.

### **1.3 Territorial scope of the warranty**

The warranty applies exclusively within the European Economic Area, Switzerland and Japan, insofar as the SunStyle® solar tile in question was placed on the market in the country in question with the consent of Sunstyle AG.

## **2. Product warranty**

Sunstyle AG warrants to the end customer for each SunStyle® solar tile within 10 years for glass-backsheet modules and within 12 years for glass-glass modules from the beginning of the warranty period according to the preceding section 1.1 that the product is free from defects in material and workmanship (hereinafter referred to as "product warranty"). The Product Warranty applies if a malfunction or non-conformity of a SunStyle® solar tile is due exclusively to defects in materials and/or workmanship. Non-conforming or unusual conditions of application, installation, use and/or maintenance fully exclude claims under the product warranty (see also section 6 below).

Color or other external changes to the modules, in particular abrasion, scratches, oxidation, mold and mechanical wear, which occur after delivery to the purchaser, are excluded from the product warranty if they do not lead to a breach of the performance warranty as defined in Section 3 below.

## **3. Performance guarantee**

Sunstyle AG guarantees that the performance of each SunStyle® solar tile will still be at least 90% of the rated power indicated on the nameplate after 10 years from the start of the warranty period and at least 80% of the rated power indicated on the nameplate after 25 years for glass-backsheet modules and after 30 years for glass-glass modules from the start of the warranty period (hereinafter referred to as the "performance guarantee"). The performance guarantee applies if a lower value than the above performance figures is exclusively due to material and/or manufacturing defects. Improper or exceptional conditions of application, installation, use and/or maintenance completely exclude any claim under the Performance Guarantee (see also Clause 6 below).

For the purposes of this clause 3, rated power is the optimum power point (maximum power point MPP) of a voltage-current characteristic measured under the following standard test conditions: Irradiance 1000W/m<sup>2</sup> , cell temperature 25°C, and light spectrum AM 1.5. Measurements should be performed according to IEC 60904, considering the error of the measurement system and the tolerances indicated on the solar tile nameplate.

#### **4. Sunstyle AG warranty service**

Sunstyle AG's warranty service is limited to the free replacement of the SunStyle® solar tile affected by the warranty with a functional SunStyle® solar tile of the same type. If the corresponding type is no longer manufactured by Sunstyle AG at the time of the warranty claim, Sunstyle AG reserves the right to supply a functionally identical solar tile with the same or higher performance of a different type.

A solar tile replaced under warranty will be covered for the remainder of the original warranty period.

The cost of removing the SunStyle® solar tile affected by the warranty, transporting it away and installing the replacement product are not included in the warranty.

The SunStyle® solar tile affected by the warranty becomes the property of Sunstyle AG.

#### **5. Notification of the warranty case**

##### **5.1 Message content**

A prerequisite for the occurrence of a warranty claim is a notification to Sunstyle AG, which must be sent to Sunstyle AG by mail or courier within the deadlines specified in section 5.2 below (hereinafter referred to as "**notification**"). Alternatively, the notification may also be sent by e-mail. However, it is not considered to have been received until Sunstyle AG has confirmed receipt. The notification must contain the following information and documents:

- Name and address of the end customer;
- Name and address of the installer or vendor;
- Copy of the purchase or installation contract;
- Original invoice to the end customer;
- Type and serial number of the SunStyle® solar tile affected by the warranty;
- Number of solar tiles affected;
- Address of the place where the SunStyle® solar tile covered by the warranty is located, if different from the address of the end customer;
- Brief description of the problem encountered as well as investigations already carried out and their results (e.g. the result of a performance measurement in accordance with standards) incl. copies of any expert reports;
- In particular with regard to an obvious material defect: as far as possible, pictures of the defective SunStyle® solar tile showing the material defect;
- In the event of reduced power: details of the photovoltaic generator, inverter, wiring (please refer to the system documentation you receive from your installer for this information) and the shading situation on site (please attach pictures where possible);
- The Sunstyle AG warranty service you request.

The notification must be sent to the address of Sunstyle AG given in section 9 below.

The provisions set out in this Clause 5.1 shall replace the inspection and complaint obligations set out in Art. 201 of the Swiss Code of Obligations (OR). Art. 201 OR is waived.

## **5.2 Deadlines**

The notification must be sent to Sunstyle AG within the warranty period according to the preceding clauses 2 and 3 (absolute deadline) and within 10 weeks from knowledge of the circumstances that constitute the existence of a warranty case (relative deadline). The postmark of the notification is decisive for assessing whether the deadlines have been met.

## **6. Exclusion of use**

The warranty only applies if the SunStyle® solar tile is used as intended. It does not apply if the material defect or reduced performance was caused by events or actions beyond the control of Sunstyle AG, in particular:

- in case of operation under unsuitable ambient conditions or unsuitable methods, deviating from the product specifications, operating instructions or nameplate data;
- in the case of external, extreme influences such as direct smoke, salt, chemical substances or other contamination;
- in case of other improper use, e.g. for a purpose other than the intended one or use that does not comply with the applicable technical or safety regulations;
- under the influence of natural forces, force majeure and other unforeseeable circumstances such as earthquakes, lightning, floods, hurricanes, fire, power failure, overvoltage, flooding, avalanches, volcanic eruptions, insect infestations and other adverse effects caused by animals, acts of war, as well as regionally unanticipated amounts of snow, storms, frost or hail;
- in case of theft, willful damage and vandalism;
- in the event of improper installation, commissioning, operation or dismantling and/or reinstallation;
- in the event of improper maintenance, in particular maintenance by a non-authorized technician, or the use of chemicals that are not expressly approved, for example for cleaning;
- when operating on mobile units such as vehicles and ships;
- when combined with photovoltaic modules from other manufacturers;
- if the type or serial number of the SunStyle® solar tile has been changed, deleted, removed or made illegible.

The burden of proof for the intended use of the SunStyle® solar tile lies with the end customer who demands warranty services from Sunstyle AG.

## **7. Limitation of liability**

The services of Sunstyle AG are in any case limited to the assurances within the scope of the warranty. In all other respects, Sunstyle AG's liability for any material defects and defects of title is fully excluded to the extent permitted by law. This disclaimer includes both direct and indirect damages, such as liability for lost profits or damages resulting from loss of use and/or production by the end customer or third parties. In particular, claims for cancellation and/or reduction of the purchase price and the invocation of fundamental error against Sunstyle AG are also excluded.

## **8. Evidence, law and jurisdiction**

The burden of proof for the existence of a warranty claim lies with the end customer who demands warranty services from Sunstyle AG. Sunstyle AG accepts expert opinions from an accredited testing institute such as SUPSI Settore sistemi energetici in Canobbio (CH), Fraunhofer ISE in Freiburg i. Br., TÜV Rheinland in Cologne, the Association of Electrical Engineers (VDE) as legally sufficient proof.

Contractual relations with Sunstyle AG are governed exclusively by Swiss law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law rules. In the event of disputes, differences of opinion or claims arising from or in connection with contractual relations with Sunstyle AG, the ordinary courts in the city of Bern, Switzerland, shall have exclusive jurisdiction.

## **9. Address for reporting a warranty case**

Sunstyle AG  
Gewerbstrasse 8  
CH-3065 Bolligen  
Phone +41 (0)31 300 30 20  
[info@sunstyle.com](mailto:info@sunstyle.com)  
[www.sunstyle.com](http://www.sunstyle.com)

These warranty conditions are valid for all Sunstyle AG deliveries from [-] 2022.