



SUNPOWER LIMITED PRODUCT AND POWER WARRANTY FOR PV MODULES

This Limited Warranty is effective for SunPower photovoltaic modules with "E-FLEX" in the product number that are sold after March 1, 2017 ("PV Module (s)").

1. Limited Warranty

SunPower Corporation ("SunPower") warrants the following (the "Limited Warranty"): (i) beginning on the Warranty Start Date¹, the PV Modules shall be free from defects in materials and workmanship under normal application, installation, use, and service conditions for two (2) years; and (ii) beginning on the Warranty Start Date, the power output from the PV Modules will be at least eighty percent (80%) of the Minimum Peak Power² rating for five (5) years.

If any PV Module fails to conform to this Limited Warranty—provided that SunPower determines, in its sole discretion, that such failure did not result from one of the excluded events set forth in Section 3 below—then, during the applicable warranty period, SunPower will make all reasonable efforts to repair the defective PV Module, or replace it with a new or refurbished PV Module that is electrically-and-mechanically-compatible with the PV Module initially purchased and has an equal or greater power rating. If this is not commercially feasible, then SunPower will refund to customer an amount equal to the purchase price of the defective PV Module as originally invoiced by SunPower. The repair, replacement, or refund remedy provided herein shall be the sole and exclusive remedy available to customers under this Limited Warranty. The Limited Warranty applicable to any repaired or replaced PV Module shall not extend beyond the warranty period applicable to the original PV Module.

2. General Conditions for Warranty Claims

- a) Warranty claims must in all events be filed within the warranty period that applies to the type of defect discovered.
- b) Warranty claims may only be made by, or on the behalf of: (i) the original end customer, as named in the certificate of guarantee or invoice, as applicable; or (ii) any subsequent title holder of the PV Modules that can provide satisfactory proof of succession or transfer from the original end customer named in the certificate of guarantee or invoice.
- c) In cases of PV Module replacement, any replaced PV Module shall pass into the ownership of SunPower.

3. Exclusions and Limitations

The Limited Warranty does not apply to any of the following:

- a) PV Modules subjected to:
 - (1) misuse, abuse, neglect, or accident;
 - (2) alteration, improper installation or removal—improper installation includes, without limitation, installation that does not comply with: (i) all SunPower installation instructions, as may be amended and updated from time to time at SunPower's sole discretion; (ii) SunPower operations and maintenance instructions of any type, as may be amended and updated from time to time at SunPower's sole discretion; and, (iii) all national, state, and local laws, codes, ordinances, and regulations;
 - (3) repair or modifications by someone other than an approved service technician of SunPower;
 - (4) conditions exceeding the voltage, wind, or snow load specifications;
 - (5) power failure surges, lightning, flood, or fire;
 - (6) damage from persons, insects, animals, or industrial chemical exposure; or
 - (7) panel breakage from impact or other events outside of SunPower's control;
- b) Cosmetic variations which do not cause power output lower than what is guaranteed by the Limited Warranty or cosmetic effects stemming from normal wear and tear of PV Module materials—normal wear and tear of PV Module materials can include, but is

¹ "Warranty Start Date" is the earlier of: (i) date of interconnection of the system into which the PV Modules are incorporated, and (ii) 6 months following the date of SunPower delivery. If the delivery date cannot be verified, manufacturing date will be used in its place.

² "Minimum Peak Power" is defined as Peak Power minus peak power tolerance or the minimum rated power, as shown on the label. Peak Power is defined as the watt peak at Standard Test Conditions (1000W/m² irradiance, AM1.5, 25C. SOMS current, LACCS FF and Voltage from NREL calibration), as described in IEC61215, measured per IEC60904, and accounting for tolerances per EN50380. SunPower modules shall, in any event, require a sweep rate of no less than 200ms to ensure an accurate power measurement. SunPower can provide a detailed testing procedure or a list of recognized testing agencies upon request.



not limited to, fading of panel color, weathering of coatings, and areas of discoloration around or over individual solar cells or any part of the PV Module;

- c) PV Modules installed in locations, which in SunPower's absolute judgment, may be subject to direct contact with bodies of salt water; or
- d) PV Modules for which the labels containing product type or serial number have been altered, removed, or made illegible.

SunPower shall not be held responsible or liable to the customer or any third-party for claims arising out of any non-performance, or delay in performance, of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, fires, floods, or any other cause or circumstance beyond the reasonable control of SunPower.

4. Limitation of Warranty Scope

SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SUNPOWER, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING, SIGNED, AND APPROVED BY SUNPOWER. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, SUNPOWER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER, ARISING OUT OF OR RELATED TO THE PV MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN ANY PV MODULE, OR FROM ITS USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL SUNPOWER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, HOWEVER CAUSED. CLAIMS FOR, OR LIABILITY RELATED TO, LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, AND LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED. SUNPOWER'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO SUNPOWER BY THE CUSTOMER FOR THE PV MODULE THAT GAVE RISE TO THE WARRANTY CLAIM. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR THE CORRESPONDING EXCLUSION OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IF ANY PROVISION OF THIS LIMITED WARRANTY IS HELD UNENFORCEABLE OR ILLEGAL BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION, SUCH PROVISIONS SHALL BE MODIFIED TO THE MINIMUM EXTENT REQUIRED TO ENSURE THAT THE REST OF THIS LIMITED WARRANTY WILL CONTINUE IN FULL FORCE AND EFFECT.

5. Obtaining Warranty Performance

If you feel that you have a justified claim covered by this Limited Warranty, immediately notify either: (a) the entity who sold or installed PV Modules; (b) any authorized SunPower installer; or (c) contact SunPower Corporation directly at the contacts shown below. Your installer or SunPower will give advice on handling the claim, and may require that you provide, without limitation, the warranty card, online warranty registration information, the original invoice, evidence of the date of delivery of the affected PV Module or Modules, serial number or product number of affected PV Modules (or both serial and product number), or other evidence of the claim. SunPower will not accept the return of any PV Module for which prior written authorization has not been given.