



SunPower Limited Product and Power Warranty for X-Series, E-Series, & A-Series AC Modules

This Warranty is effective for SunPower® photovoltaic modules for residential installation with "SPR-X" or "SPR-E" or "SPR-A" and "AC" in the product model number and sold after July 1, 2019.

1. Limited Warranty

Subject at all times to the terms and conditions as set out in this Limited Product and Power Warranty, SunPower Corporation ("SunPower") warrants that for 25 years beginning on the Warranty Start Date¹ (the "Warranty Period"), its photovoltaic modules specified above, including factory-integrated electronics, ("AC Module[s]"), shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. The DC power of the AC Modules will be at least 98% of the Minimum Peak Power² rating for the first year, and will decline by no more than 0.25% per year for the following 24 years; thus the DC power output at the end of the final year of the 25th year warranty period will be at least 92% of the Minimum Peak Power rating (the "Guaranteed Peak Power" rating) and the AC power of the system will be at least 90% of the Peak System Power³ for the full 25-year warranty period.

2. Claims Process and Coverage

If any AC Module fails to conform to this Limited Product and Power Warranty and provided that any loss in power is determined by SunPower (in its sole discretion) not to have resulted from one of the excluded events set forth in Section 4 below, then for the Warranty Period, SunPower will repair, replace or refund the defective AC Modules as set forth herein.

In the event you have a claim covered by this Limited Product and Power Warranty, immediately (a) notify your SunPower Dealer; or (b) contact SunPower Corporation directly at the contacts shown below. Upon receipt of a claim, SunPower may require additional information regarding the claim, which may include, without limitation, applicable warranty registration information, proof of purchase and/or delivery, installation, serial and model numbers, and evidence regarding the basis of the claim. All SunPower warranty obligations hereunder are expressly contingent upon the timely and full provision of such additional information. The return of any AC Modules will not be accepted unless prior written authorization has been given by SunPower.

For any valid claim, SunPower will, in its sole discretion, either: (a) repair; (b) replace; or (c) refund the original purchase price subject to the conditions set out herein. In the event SunPower elects to repair or replace the affected AC Module, SunPower will pay for reasonable and customary transportation costs for: (i) the return of the AC Module from the place where the affected AC Module originally left SunPower's care, custody, and control, and; (ii) reasonable and customary transportation costs for reshipment of any repaired or replaced AC Module to the place where the affected AC Module originally left SunPower's care, custody, and control; (iii) for a AC Module that was originally installed by SunPower, any affiliate of SunPower, or any SunPower Dealer, SunPower will pay for reasonable, necessary, and actual removal and reinstallation costs of the repaired or replaced AC Module; provided, however, SunPower has sole discretion to select the party performing such removal and reinstallation.

In the event SunPower elects to replace any AC Module, SunPower will replace such AC Module with an electrically and mechanically compatible PV Module (including a refurbished or remanufactured AC Module) with a substantially equal or greater power rating. For any refund, original purchase price shall be prorated.

3. General Conditions for Warranty Claims

- a) All warranty claims must be filed within the Warranty Period. Any claim filed outside the Warranty Period, including any claim for a latent or undiscovered defect, is invalid.
- b) The Limited Warranty for any repaired or replaced AC Module shall not extend beyond the Warranty Period.
- c) When an AC Module is used on a mobile platform of any type, such as a vehicle, the Warranty Period shall be limited to 12 years.
- d) In cases of AC Module replacement, any replaced AC Module shall pass into the ownership of SunPower.

¹ "Warranty Start Date" is the earlier of (i) date of array interconnection 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 the minimum rated power, as shown on the label. Peak Power is defined as the watt peak at Standard Test Conditions (1000 W/m² irradiance, AM 1.5, 25°C. SOMS current, LACCS FF and voltage from NREL calibration), as described in IEC 61215, measured per IEC 60904, and accounting for 3% measurement tolerance. SunPower AC Modules shall, in any event, require a sweep rate of no less than 200 ms to ensure an accurate power measurement. SunPower can provide a detailed testing procedure or a list of recognized testing agencies upon request.

³ "Peak System Power" is defined as the summation of the AC power, as shown on the label, of all the AC Modules in the system less any impacts due to shading, design limitations, and soiling.



4. Exclusions and Limitations

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

- a) AC Modules subjected to: (i) misuse, abuse, neglect or accident; (ii) alteration or improper installation (improper installation includes, without limitation, installation or array that does not comply with all SunPower installation instructions and operations and maintenance instructions of any type (as may be amended and updated from time to time at SunPower's sole discretion), and all national, state, and local laws, codes, ordinances, and regulations); (iii) repair or modification by someone other than an approved service technician of SunPower; (iv) conditions exceeding the voltage, wind, snow load specifications, and any other operational specification; (v) power failure surges, lightning, flood, or fire; (vi) damage from persons, biological activity, or industrial chemical exposure; (vii) glass breakage from impact or other events outside SunPower's control.
- b) Cosmetic effects stemming from normal wear and tear of AC Module materials or other cosmetic variations which do not cause power output lower than what is guaranteed by the Limited Product and Power Warranty. Normal wear and tear of AC Module materials can include, but is not limited to, fading of frame color, weathering of glass coatings, and areas of discoloration around or over individual solar cells or any part of the AC Module.
- c) AC Modules installed in locations, which in SunPower's absolute judgment may be subject to direct contact with bodies of saltwater.
- d) AC Modules for which the labels containing product type or serial number have been altered, removed or made illegible.
- e) AC Modules which have been moved from their original installation location without the express written approval of SunPower.
- f) AC Modules where factory-integrated electronics exhibit defects that do not materially impact power output.

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

5. Assignment and Transfer of Warranty

- a) This Limited Product and Power Warranty is fully assignable and transferable to the owner of the photovoltaic power generation facility or project as of the time the AC Modules are initially installed (the "Original End User"); provided, however, the warranty holder or subsequent owner must provide written notice to SunPower at the email address listed below within ninety (90) calendar days of the assignment or transfer of the AC Modules.
- b) Further assignment or transfers from the Original End User to any other party are subject to the terms and conditions as set out in the Subsequent Assignee Warranty available upon request at time of subsequent assignment.

6. 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 EXPRESSED OR IMPLIED WARRANTIES. EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY, ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, COURSE OF DEALING, OR USAGE OF TRADE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SUNPOWER ARE EXPRESSLY EXCLUDED AND DISCLAIMED. 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 AC MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE AC MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL SUNPOWER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, 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 UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE 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 SUCH THAT THE REST OF THIS LIMITED WARRANTY WILL CONTINUE IN FULL FORCE AND EFFECT.