

## SunPower Limited Product and Power Warranty for Residential PV Modules

This Limited Product and Power Warranty is effective for SunPower® photovoltaic modules for residential installation with “SPR-A” “SPR-E” “SPR-X” “SPR-U” or “SPR-M” in the product model number and sold on or after June 1, 2022. SunPower photovoltaic modules which include “COM” in the product model number are covered by a separate warranty.

**IMPORTANT: BY USING YOUR SUNPOWER RESIDENTIAL PV PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LIMITED PRODUCT AND POWER WARRANTY AS SET OUT BELOW.**

### 1. Limited Product and Power Warranty

Subject at all times to the terms and conditions as set out in this Limited Product and Power Warranty, SunPower Corporation (“SunPower”) warrants to the original purchaser (as defined herein) (“Owner”) that for 25 years beginning on the Warranty Start Date<sup>i</sup> (the “Warranty Period”), its photovoltaic modules specified above (“PV Module(s)”), shall be free from defects in materials and workmanship under normal application, installation, use and service conditions, and the Minimum Peak Power<sup>ii</sup> rating and the maximum annual decline in peak power rating of the PV Modules will be no less than the percentages indicated in the table below.

PV Module	1 <sup>st</sup> Year Minimum Peak Power	Maximum Annual Decline in Peak Power	25 <sup>th</sup> Year Minimum Peak Power
M-Series (SPR-M)	98%	0.25%	92%
A-Series (SPR-A)	98%	0.25%	92%
X-Series (SPR-X)	98%	0.25%	92%
E-Series (SPR-E)	98%	0.25%	92%
U-Series (SPR-U)	98%	0.55%	84.8%

THIS IS NOT A PERFORMANCE GUARANTEE OR GUARANTEE OF ESTIMATED OR ACTUAL ENERGY COST SAVINGS.

### 2. Claims Process and Coverage

If any PV 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 at its sole discretion, repair, replace or refund the defective PV Modules as set forth herein.

In the event you have a claim covered by this Limited Product and Power Warranty, immediately notify (a) an Authorized SunPower Installer; or (b) SunPower Corporation 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. If the Owner cannot provide these materials within thirty (30) days of SunPower’s request, the claim may be denied. All SunPower warranty obligations hereunder are expressly contingent upon the timely and full provision of such additional information. The return of any PV 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 a prorated value of the module based on the original purchase price subject to the conditions set out herein. In the event SunPower elects to repair or replace the affected PV Modules, SunPower will pay for reasonable and customary transportation costs for: (i) the return of the PV Modules from the place where the affected PV Modules were delivered by SunPower, and; (ii) reasonable and customary transportation costs for reshipment of any repaired or replaced PV Modules to the place where the affected PV Modules were delivered by SunPower; (iii) for a PV Module that was originally installed in the United States by SunPower, any affiliate of SunPower, or any SunPower Authorized Installer, SunPower will pay for reasonable, necessary, and actual removal and reinstallation costs of the repaired or replaced PV Module; provided, however, SunPower has sole discretion to select the party performing such removal and reinstallation.

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

### 3. General Conditions for Warranty Claims

- a) All warranty claims must be filed within the Warranty Period and at no point longer than 30 days from the date that the claim is identified or reasonably should have been identified by the then warranty holder. Any claim filed outside the Warranty Period, including any claim for a latent or undiscovered defect, is invalid.
- b) The Limited Product and Power Warranty for any repaired or replaced PV Module shall not extend beyond the Warranty Period.
- c) When PV Modules are used on a mobile platform or device of any type, such as a vehicle, the Warranty Period shall be limited to 12 years from the warranty start date.
- d) In cases of PV Module replacement, any replaced PV Module shall pass into the ownership of SunPower.
- e) When PV modules are to be installed on floating mounting systems, the Limited Product and Power Warranty shall apply only if SunPower has provided the customer with its written consent to the application of this Limited Product and Power Warranty prior to such installation
- f) Owner is responsible to ensure an installation site is properly maintained to not create an unsafe condition for SunPower personnel effectuating inspections or repairs. Failure to maintain or remedy site conditions preventing warranty work within 30 days of notification by SunPower may result in a denial of claim.
- g) Warranty is valid only for systems sold and installed in the United States of America (excludes US territories unless warranty extension has been given by SunPower in writing).

### 4. Exclusions and Limitations

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

- a) PV Modules subjected to:
  - i. misuse, accident, or abuse, including improper storage after receipt, neglect, including the failure to properly maintain the product or system or to allow SunPower required firmware upgrades;
  - ii. alteration, including the unauthorized removal or modification of PV modules and if applicable, module or system electronics, or improper installation (which includes, without limitation, installation that does not comply with all SunPower installation instructions, product recommendations, or suggested or required total system size requirements, product labels, or 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, or operation of a system or component without the latest SunPower recommended firmware;
  - iii. repair or modification by someone other than an approved service technician of SunPower;
  - iv. conditions exceeding the voltage, wind, snow load specifications, or any other design or operational specification or instructions;
  - v. damage caused by natural forces (tornado, flood, lightning, hurricanes, or earthquakes), fire, power failure surges, or other circumstances beyond SunPower's control;
  - vi. damage from persons, pests, animals, biological activity, environmental pollution or industrial chemical exposure;
  - vii. glass breakage from impact or other events outside SunPower's control;
  - viii. the combination of module with third party products deemed by SunPower to be incompatible for use with its products or systems.
- b) Cosmetic effects, such as discoloration, stemming from normal wear and tear of PV 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 PV 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 PV Module.
- c) PV Modules which have not been installed or commissioned with a SunPower monitoring device.
- d) PV Modules installed in locations, which in SunPower's sole judgment, may have been in direct contact with saltwater.
- e) PV Modules for which the labels containing product type or serial number have been altered, removed or made illegible.
- f) PV Modules which have been moved from their original installation location without the express written approval of SunPower.
- g) PV Modules where any included factory-integrated electronics exhibit defects that do not materially impact power output.
- h) PV Modules which have been sold "as is" or without a warranty.
- i) Defects or issues arising from or relating to existing electrical components at the installation site, including, breakers, electrical panels, or wiring, including where these components do not comply with current codes, including building or electrical codes.
- j) SunPower modules which include "COM" in the model number.

**Special terms regarding wood shingled roofs:** In the event that the solar panels have been installed on wood shingled or shake roofs, be it cedar, spruce, pine or any other type of wood material, the sole and exclusive remedy under this Limited Product and Power Warranty shall be the provision of replacement parts by SunPower. Under no circumstance shall SunPower be liable to refund any amounts or pay for or provide labor to uninstall and/or reinstall panels.

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, product shortages, war, riots, strikes, fire, flood, pandemic, endemic, epidemic 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 PV 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 PV Modules. Failure to do so may render this warranty null and void.
- 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 PRODUCT AND POWER WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES. EXCEPT AS PROVIDED IN THIS LIMITED PRODUCT AND POWER WARRANTY, ALL WARRANTIES OF ANY KIND, STATUTORY OR OTHERWISE, 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 PV MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PV 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 PRODUCT AND POWER 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 PRODUCT AND POWER WARRANTY WILL CONTINUE IN FULL FORCE AND EFFECT.

THIS IS A LIMITED PRODUCT AND POWER WARRANTY AND IS NOT A SERVICE CONTRACT OR A CONTRACT OF INSURANCE AND IS NOT A "FULL" WARRANTY AS DEFINED BY THE MAGNUSON-MOSS WARRANTY ACT.

## 7. Exclusive Remedy

The sole and exclusive remedy for any claimed breach of this warranty shall be, at SunPower's sole discretion, either: (1) the repair or replacement of the covered equipment using new or refurbished equipment; or (2) a refund of the purchase price of the impaired covered equipment.

## 8. Limitation of Actions

Any action, regardless of form or basis, including for any claim arising from or related to this warranty, must be commenced within one year of the earlier of: (a) the date the system owner knew or should have known, after reasonable investigation, of a defect, issue or power loss in excess of the warranty minimum output stated herein; or (b) the date the claim was first presented to SunPower or a SunPower authorized dealer. Failure to timely assert a claim shall be deemed it irrevocably waived.

## 9. No Oral Modification or Waiver

No modification of this warranty, or waiver of its terms, shall be effective unless approved in a writing signed by the parties.

## 10. Governing Law

The laws of the State of Texas shall govern this warranty, and claims of breach of this warranty, and the parties' rights and duties under it.

## 11. Damages Disclaimer

SunPower shall not under any circumstances be liable for any incidental or consequential damages of any kind including, but not limited to, loss of profits and time and expenses incurred by Owner to have repairs performed.

## 12. Binding Arbitration

Any controversy or claim arising out of or relating to this Limited Product and Power Warranty, or any claimed breach thereof, shall be settled by individual, non-aggregated arbitration administered by JAMS ([www.jamsadr.com](http://www.jamsadr.com)) and judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

## 13. For Claims Contact:

SunPower Corporation  
Attn: Warranty Claims Processing  
1414 Harbour Way South  
Richmond, CA 94804  
Via email: [customersupport@sunpower.com](mailto:customersupport@sunpower.com)  
Telephonically: 1.800.SUNPOWER

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<sup>i</sup> "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.

<sup>ii</sup> "Minimum Peak Power" is defined as the minimum rated DC power, as shown on the label. Peak Power is defined as the watt peak at Standard Test Conditions (1000W/m<sup>2</sup> irradiance, AM1.5, 25C. SOMS current, LACCS FF and Voltage from NREL calibration), as described in IEC61215, measured per IEC60904, and accounting for 3% measurement tolerance. 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.