



SunPower Limited Product and Power Warranty for E-Flex PV Modules

This Limited Warranty is effective for SunPower® photovoltaic modules with “E-FLEX” in the product model number and sold after December 1, 2017.

1. Limited Warranty

Subject at all times to the terms and conditions as set out in this Limited Warranty, SunPower Corporation (“SunPower”) warrants that for two (2) years beginning on the Warranty Start Date¹ (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. SunPower also warrants that the power of the PV Modules will be at least 80% of the Minimum Peak Power² rating for five (5) years.

2. Claims Process and Coverage

If any PV Module fails to conform to this Limited 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 PV Modules under this Limited Warranty as set forth herein.

To make a claim under this Limited Warranty, contact SunPower Corporation directly at the contacts shown below within 30 calendar days of the occurrence of the suspected defect. Upon receipt of a claim, SunPower may require additional information regarding the claim, which may include, without limitation, applicable proof of purchase and/or delivery, serial and model numbers, and evidence regarding the basis of claim. All SunPower obligations under this warranty are expressly contingent on 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, provide one of the following remedies: (a) repair; (b) replacement; or (c) refund of the original purchase price subject to the conditions set out herein. 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.

3. General Conditions for Warranty Claims

- a) All warranty claims must be filed within 30 days after the Warranty Period ends. Any claim filed more than 30 days after the Warranty Period ends, including any claim for a latent or undiscovered defect, is invalid.
- b) The Limited Warranty for any repaired or replaced PV Module shall not extend beyond the Warranty Period.
- c) In cases of PV Module replacement, any replaced PV Module shall pass into the ownership of SunPower.

4. Exclusions and Limitations

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

- a) PV Modules subjected to: (i) misuse, abuse, neglect or accident; (ii) alteration or improper installation (improper installation includes, without limitation, an installation that does not comply with SunPower’s Safety and Installation Instructions and any other operations and maintenance instructions of any type included with the PV Modules, which 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) damage due to repair or modification of PV Module by someone other than an approved service technician of SunPower; (iv) conditions exceeding the voltage, wind, snow load, and any other operating environment or specification set forth in SunPower’s Safety and Installation Instructions; (v) power failure surges, lightning, flood, or fire; (vi) damage from persons, insects, animals, or industrial chemical exposure; or (vii) impact, force or other events outside SunPower’s control.

¹ “Warranty Start Date” is the earlier of (i) the date of sale as shown on invoice to first user or the original end customer, or (ii) 6 months following the manufacturing date. If the date of sale cannot be verified, then the Warranty Start Date shall be the manufacturing date. For any questions regarding the manufacturing date of PV Module, please contact SunPower at the information below.

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 (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 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.

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- b) Cosmetic effects 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 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 installed in locations which, in SunPower's sole discretion, have been subject to conditions beyond ingress protection test conditions as defined on the product datasheet.
- 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 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, fire, flood or any other cause or circumstance beyond the reasonable control of SunPower.

5. Assignment and Transfer of Warranty

This Limited Warranty is fully assignable and transferable provided that the warranty holder of the PV Modules can provide satisfactory proof of succession or transfer from the first user or the original end customer named in the certificate of guarantee or invoice.

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 EXPRESS 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 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 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.