



## Warranty for Performance PV Modules / SPR-P3 Commercial

*This Limited Warranty is effective for SunPower photovoltaic modules for commercial installation with "SPR-P3" and "COM" in the product model number and sold after January 1, 2020.*

### 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 25 years beginning on the Warranty Start Date<sup>1</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 power of the PV Modules will be at least 97.5% of the Minimum Peak Power<sup>2</sup> rating for the first year, and will decline by no more than 0.5% per year for the following 24 years, so the power output at the end of the final year of the 25th year warranty period will be at least 85.5% of the Minimum Peak Power rating (the "Guaranteed Peak Power" rating).

### 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 defective PV Modules as set forth herein.

In the event you have a claim covered by this Limited Warranty, immediately 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 claim. 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 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) 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 Australia by SunPower, any affiliate of SunPower, or any SunPower Authorised Installer, SunPower will pay for reasonable, necessary, and actual removal and reinstallation costs of the repaired or replaced PV Module up to AUD\$375 for up to 5 PV Modules and AUD\$75 per PV Module thereafter for a single claim; 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, SunPower may either refund the original purchase price, or refund the amount equal to the original purchase price multiplied by the difference between the Guaranteed Peak Power percentage and the actual power output percentage; provided, however, the original purchase price shall be prorated at 4.75% per year starting five years after the Warranty Start Date.

### 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 PV Module shall not extend beyond the Warranty Period.
- c) When PV Modules are used on a mobile platform of any type, such as a vehicle, the Warranty Period shall be limited to 12 years.
- d) PV Modules may be used with floating mounting system with written approval from SunPower.
- e) In cases of PV Module replacement, any replaced PV Module shall pass into the ownership of SunPower.

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<sup>1</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>2</sup> "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/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.



#### 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, 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 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 absolute judgment may be subject to direct contact with bodies of salt water.
- d) PV Modules for which the labels containing product type or serial number have been altered, removed or made illegible.
- e) PV Modules which have been moved from their original installation location without the express written approval of SunPower.
- f) PV Modules which have been installed on single-family homes or semi-detached homes, including but not limited to duplexes and townhomes. For clarity, apartment and condominiums are not excluded

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. 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.

TO THE EXTENT THAT YOU, THE CUSTOMER, HAVE ACQUIRED OUR GOODS AS A CONSUMER AS DEFINED IN THE COMPETITION AND CONSUMER ACT 2010 (CTH) OR APPLICABLE STATE AND TERRITORY FAIR TRADING LEGISLATION:

- A) THE BENEFITS GIVEN TO YOU UNDER THE LIMITED WARRANTY ARE IN ADDITION TO OTHER RIGHTS AND REMEDIES UNDER LAWS RELATING TO THE PRODUCTS;
- B) SUNPOWER'S GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW, YOU ARE ENTITLED TO REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE.
- C) SUBJECT TO SUBPARAGRAPH (D) BELOW, NOTHING CONTAINED IN THESE LIMITED WARRANTY TERMS EXCLUDES, RESTRICTS OR MODIFIES ANY CONDITION, WARRANTY, GUARANTEE OR OTHER OBLIGATION IN RELATION TO THE SUPPLY OF GOODS WHICH



PURSUANT TO THE ACTS OR ANY OF THEM IS APPLICABLE OR IS CONFERRED ON YOU (THE "STATUTORY OBLIGATIONS") WHERE TO DO SO IS UNLAWFUL; AND

- D) TO THE FULL EXTENT PERMITTED BY LAW, THE SOLE LIABILITY OF SUNPOWER AND ITS RELATED BODIES CORPORATE FOR BREACH OF ANY SUCH STATUTORY OBLIGATIONS WILL BE LIMITED (EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN) TO: (I) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS OR PAYMENT OF THE COST OF REPLACING THE GOODS OR ACQUIRING EQUIVALENT GOODS; OR (II) THE REPAIR OF THE GOODS OR THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED, (IN EACH CASE AS SUNPOWER MAY SELECT).

IF ANY PROVISION OF THESE LIMITED WARRANTY TERMS IS HELD UNENFORCEABLE OR ILLEGAL BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION, SUCH PROVISION(S) SHALL BE MODIFIED (OR IF NECESSARY SEVERED) TO THE MINIMUM EXTENT REQUIRED SUCH THAT THE REST OF THESE LIMITED WARRANTY TERMS WILL CONTINUE IN FULL FORCE AND EFFECT.

## 6. Governing Law

These Limited Warranty Terms are governed by and are to be construed in accordance with the laws in force in Victoria. SunPower and the customer irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.