

# SUNPOWER LIMITED PRODUCT AND POWER WARRANTY FOR PV MODULES

*This Limited Warranty is effective for SunPower photovoltaic modules purchased in Europe and identified by a CE label, with SPR in the product number, and sold after July 1, 2012.*

## 1. LIMITED WARRANTY

SunPower Corporation UK Limited ("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 output of the PV Modules will be at least 95% of the Minimum Peak Power<sup>2</sup> rating for the first 5 years, and declining by no more than 0.4% per year for the following 20 years, so the power output at the end of the final year of the 25 year warranty period will be at least 87% of the Minimum Peak Power rating.

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 (without prejudice of customer's rights under applicable English law as set out in paragraph 6 below) not to have resulted from one of the excluded events set forth in Section 3 below, then for the Warranty Period, SunPower will repair, replace (new or refurbished) or refund the defective PV Modules as set forth herein. SunPower will make all reasonable efforts to repair or replace the PV Module with an electrically and mechanically compatible PV Module with an equal or greater power rating. If this is not commercially feasible, then SunPower will refund the purchase price of the defective PV Module as paid by the customer. The repair, replacement or refund remedy provided herein shall be the sole and exclusive remedy. Limited Warranty for any repaired or replaced PV Module shall not extend beyond the Warranty Period.

In the case of a valid claim for PV Modules installed by SunPower, an affiliate of SunPower or an authorized SunPower installer, the Limited Warranty covers:

- (i) reasonable and customary transportation costs for return of the PV Modules;
- (ii) reshipment of any repaired or replaced PV Modules; and
- (iii) costs associated with installation, removal or reinstallation of the PV Modules.

## 2. GENERAL CONDITIONS FOR WARRANTY CLAIMS

- a) Warranty claims must in all events be filed within the Warranty Period.
- 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, and (ii) any subsequent title holder of the PV Modules upon satisfactory proof of succession or transfer from the original end customer as named in the certificate of guarantee or invoice, as applicable.
- 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) 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: misuse, abuse, neglect or accident; alteration, improper installation, application or removal (including but not limited to installation, application or removal by any party other than SunPower, a SunPower authorized dealer or technician approved by SunPower in writing); non-observance of the applicable SunPower installation, users and/or maintenance instructions or non-compliance with national and local electric codes; repair or modifications by someone other than an approved service technician of SunPower; conditions exceeding the voltage, wind, or snow load specifications; power failure surges, lightning, flood, or fire; damage from persons, insects, animals, or industrial chemical exposure; glass breakage from impact or other events outside SunPower's control.

<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 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, 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.

- b) Cosmetic affects 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.

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.

#### 4. LIMITATION OF WARRANTY SCOPE

SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDE 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. SAVE FOR LIABILITY FOR ANY DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE AND SUBJECT TO THE MANDATORY LIMITATIONS UNDER APPLICABLE LAW, 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.

#### 5. OBTAINING WARRANTY PERFORMANCE

If you feel you have a justified claim covered by this Limited Warranty, immediately notify (a) the seller and installer of the PV Modules, or (b) any authorized SunPower installer, or (c) contact SunPower Corporation UK Limited directly at the contacts shown below. Your installer, or SunPower will give advice on handling the claim, which shall include, without limitation, the provision of the warranty card, online warranty registration information, invoice, and/or evidence of the date of delivery of the PV Module, serial number and product number of affected modules, and evidence of claim. The return of any PV Modules will not be accepted unless prior written authorization has been given by SunPower.

#### 6. LEGAL WARRANTY

This Limited Warranty is given additionally to the customer's rights and guarantees (to the extent applicable) that cannot be waived under applicable English law (including, but not limited to, those rights that cannot be waived under the Unfair Contract Terms Act 1977, the Sale of Goods Act 1979, the Consumer Protection Act 1987, the Unfair Terms in Consumer Contracts Regulations 1999 and the Unfair Trading Regulations 2008).