

SunPower Limited Product and Power Warranty for PV Modules

This Limited Warranty is effective for SunPower photovoltaic modules with SPR in the product number and sold after July 1, 2012 (the "PV Modules").

1. LIMITED WARRANTY

SunPower Corporation Australia Pty Limited (ACN 009 066 380), an Australian proprietary company limited by shares, with its principal place of business at Level 4, 973 Nepean Highway, Bentleigh, Victoria, 3204; telephone number 1.800.SUNPOWER (1.800.786.769) and email address customer@sunpowercorp.com ("SunPower") warrants that for 25 years beginning on the Warranty Start Date (the "Warranty Period"), its PV Modules 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 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 (the "Limited Warranty").

If any PV Module fails to conform to this Limited Warranty, subject to these terms and conditions (the "Limited Warranty Terms"), SunPower will repair, replace (new or refurbished) or refund the defective PV Modules as follows: 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 but if this is not commercially feasible (as determined by SunPower in its sole discretion), then SunPower will refund the purchase price of the defective PV Module as paid by the customer (the "Remedy"). The repair, replacement or refund Remedy provided herein shall be the sole and exclusive remedy of the customer under the Limited Warranty and provision of the Remedy is all that SunPower is required to do in order to honour the Limited Warranty. The Limited Warranty for any repaired or replaced PV Module shall not extend beyond the Warranty Period that commenced on the Warranty Start Date for the first PV Module the subject of the original warranty claim.

In the case of a valid claim for repair or replacement of a PV Module under the Limited Warranty Terms, provided the repaired or replacement PV Module is installed by SunPower, an affiliate of SunPower or an authorised 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) The default in the PV Module must arise in, and the warranty claim must in all events be notified to SunPower in accordance with the procedure set out in Section 5, 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 (the "End Customer"), and (ii) any subsequent title holder of the PV Modules upon satisfactory proof to SunPower of succession or transfer from the original End Customer.
- c) Notwithstanding any other provision of these Limited Warranty Terms, 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.

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 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.

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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 authorised 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.
- 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. 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:

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- 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.

5. PROCEDURE TO MAKE A WARRANTY CLAIM

If you feel you have a justified claim covered by this Limited Warranty, immediately notify (and in any event within the applicable Warranty Period): (a) the seller and installer of the PV Modules, or (b) any authorised SunPower installer, or (c) contact SunPower directly at the contacts set out above and shown below. Your installer, or SunPower will give advice on handling the claim and the requirements for supporting your 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 authorisation has been given by SunPower. The Limited Warranty does not cover any expenses incurred by you in making and supporting a warranty claim in accordance with these Limited Warranty Terms and all such expenses are to be borne by you.

5. 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.

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