



Limited Warranty for PV Modules

1. Limited Product and Power Warranties

Effective Date: **August 15, 2024**

PV Module(s). This Limited Warranty is effective for photovoltaic modules from Maxeon Solar Technologies, Ltd. (“Maxeon”) installed in the United States, Canada, or Puerto Rico with the model numbers listed in the Warranty Table that are branded SUNPOWER and were sold and installed through August 5, 2024, via SunPower Corporation or confirmed in writing by Maxeon if installed after August 5, 2024 (the “PV Modules”). The PV Module(s) exclude any external device, component, or accessory included or sold with the PV Modules, including any external connector, jumper, microinverter, module level shut down device, voltage clipping device, or other external power electronic device.

Warranty Start Date. The Warranty Start Date is the earlier of: (i) the date of array interconnection, and (ii) 6 months following delivery of the PV Modules. If the delivery date cannot be verified, then the manufacturing date will be used in its place.

Product Warranty. Subject at all times to the terms and conditions in this Limited Warranty, Maxeon warrants the PV Modules will be free from defects in materials and workmanship that materially impact the functioning of the PV Modules under normal application, installation, use and service conditions during the Product Warranty Term, as set forth in the Warranty Table.

Power Warranty. Subject at all times to the terms and conditions in this Limited Warranty, Maxeon warrants the PV Modules will have a Measured Peak Power¹ of at least the Guaranteed Peak Power during the Power Warranty Term, as set forth in the Warranty Table.

Registration Requirement. Coverage for applicable PV Modules under the Product and Power Warranty is subject to the terms of this Limited Warranty and conditional upon installation by an “Authorized Installer” and timely digital warranty registration of the PV Modules (“Registration”). Registration must be completed in accordance with <https://maxeon.com/us/sunpower-warranty>, including acceptance of applicable Maxeon terms of use and privacy policies. If the PV Modules are not installed by an Authorized Installer or if Registration is not completed by December 31, 2024 (or as otherwise communicated at <https://maxeon.com/us/sunpower-warranty>), then Maxeon may in its sole discretion deny any claims under this Limited Warranty.

Authorized Installer. Authorized Installers include Maxeon, Maxeon’s independent contractors, and Maxeon Partners, as well as authorized installers and dealers of SunPower Corporation (at the time of installation). A Maxeon Partner is an independent installer who is active in Maxeon’s Partner Program. Customers can be connected to a Maxeon Partner by contacting Maxeon at <https://maxeon.com/us/contact-form-for-home>. Authorized Installers can be verified by contacting technicalsupport.NA@maxeon.com.

Warranty Table.

PV Modules	Product Warranty Term	Power Warranty Term	Guaranteed Peak Power (a percentage of “Minimum Peak Power,” which is the rated power shown on the label for the PV Module)
SPR-Eyy-xxx SPR-Xyy-xxx SPR-Axxx SPR-Mxxx (xxx is power rating; yy is efficiency rating)	25 years from the Warranty Start Date	25 years from the Warranty Start Date	Sold and installed after July 1, 2012, through July 1, 2017: 95% of the Minimum Peak Power 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. Sold and installed after July 1, 2017: 98% of the Minimum Peak Power for the 1 st year of the Power Warranty Term, reduced by 0.25% at the beginning of each subsequent year of the Power Warranty Term, down to 92% for the final, 25 th year.

¹ “Measured Peak Power” is a measurement of the watt peak of a PV Module 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. Measured Peak Power measurements require a sweep rate of no less than 200ms to ensure an accurate power measurement. Maxeon can provide a detailed testing procedure or a list of recognized testing agencies upon request.

maxeon

SPR-xxxYY-Z (example: SPR-320NE-BLK) (xxx is power rating; YY is blank, E, N, NE, or NX; Z is blank, WHT, BLK, COM, or -AC)	10 years from the Warranty Start Date	25 years from the Warranty Start Date	Sold and installed after January 1, 2005, through July 1, 2012: 90% of the Minimum Peak Power for the first 12 years, and then 80% of the Minimum Peak Power for through the final, 25 th year.
---	---------------------------------------	---------------------------------------	---

2. Customer Support, Claims Process and Coverage

Immediately contact Maxeon at technicalsupport.NA@maxeon.com for claims covered by the Limited Warranty. For claim validation, Maxeon requires an itemized proof of purchase information. Maxeon may require additional information to validate the claim, including: applicable warranty registration information; itemized proof of delivery or installation information; serial and model numbers; and evidence regarding the basis of claim. All Maxeon obligations hereunder are expressly contingent upon the timely and full provision of such additional information that is reasonably required to validate the claim. Claims subject to the exclusions set forth in Section 4 will be rejected. Returned PV Modules will not be accepted unless prior written authorization has been provided by Maxeon.

For a validated claim made during the applicable Warranty Term, Maxeon will either repair, replace, or refund the covered PV Modules. Subject to Applicable Law, Maxeon has sole discretion in determining repair, replacement, or refund for each claim. For repairs and replacements, Maxeon will pay reasonable, customary transportation costs for the return of covered PV Modules from, and the shipment of repaired or replacement PV Modules to, the place where the covered PV Modules were originally delivered by Maxeon. Replacement PV Modules may be refurbished or remanufactured PV Modules, will be electrically and mechanically compatible with the covered PV Modules, and will have a substantially equal or greater power rating.

If Maxeon issues a refund under a valid Product or Power Warranty claim, then Maxeon will refund the reasonable market value at the time of claim for the first five years of the applicable Warranty Term, and then linearly depreciate the refund amount by 13.5% per year for 10-year and 12-year Warranty Terms and 4.75% per year for 25-year and other Warranty Terms (the "Claim Value"), provided that for a valid Power Warranty claim, Maxeon will refund the Claim Value multiplied by the percentage difference between the Guaranteed Peak Power percentage and the Measured Peak Power percentage (both as a percentage of the Minimum Peak Power).

3. General Conditions for Warranty Claims

- a) Any and all coverage, right, and performance under this Limited Warranty is expressly conditioned upon full payment (including full payment of any charges for interest or late payment) due to Maxeon.
- b) Maxeon has no obligations under this Limited Warranty if there are outstanding charges or payments for PV Modules that are the subject of a warranty claim.
- c) All warranty claims hereunder must be filed within the applicable Warranty Term. Any warranty claim filed outside the applicable Warranty Term, including any claim for a latent or undiscovered defect, is invalid and will be rejected by Maxeon.
- d) The Product and Power Warranty Terms for any repaired or replaced PV Module shall not extend beyond the original terms.
- e) Maxeon, in its reasonable discretion, will determine whether a claim is eligible under the Product Warranty or the Power Warranty.
- f) When PV Modules are used on a mobile platform of any type, such as a vehicle (not including trackers), the Product and Power Warranty Terms shall each be limited to 12 years.
- g) When PV Modules are used in a ground-mount application, such as a tracker or carport, the Product and Power Warranty Terms shall each be limited to 12 years unless written approval is provided by Maxeon and the PV Modules are digitally registered.
- h) PV Modules used with floating mounting systems are excluded entirely from this Limited Warranty.
 - i) In cases of PV Module replacement, title to any replaced PV Module shall pass to Maxeon.
 - j) All warranty claims must be filed by or on behalf of the warranty holder. Maxeon may require documentation to confirm the identity of the warranty holder, authority of the claimant, and the sale, delivery, and original place of installation of the PV Modules. Maxeon may reject warranty claims with insufficient documentation in its sole, reasonable discretion.
- k) This Limited Warranty is fully assignable by the warranty holder to a third party, provided: the warranty holder provides notice of assignment in accordance with <https://corp.maxeon.com/legal> within 90 days of the assignment;

maxeon

the notice includes reasonable documentation evidencing such assignment; and the subsequent warranty holder completes digital registration of the PV Modules.

- l) This Limited Warranty is a voluntary, post-sale warranty provided and serviced by Maxeon Solar Technologies, Ltd. or one of its affiliated companies. Maxeon reserves the right to amend or withdraw this Limited Warranty at any time without notice.

4. Exclusions

The Limited Warranty does not apply to any of the following exclusions, including any defect, failure, or power loss caused in whole or in part thereby. Maxeon will determine whether a claim is subject to an exclusion in its sole, reasonable discretion.

- a) PV Modules subjected to: (i) misuse, abuse, neglect or accident; (ii) alteration or improper installation (improper installation includes, without limitation, installation that does not comply with all Maxeon installation instructions and operations and maintenance instructions of any type, as may be amended and updated from time to time at Maxeon'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 Maxeon; (iv) conditions exceeding the voltage, wind, snow load, and any other operational specifications; (v) power failure or surges; (vi) indirect or direct damage from lightning, flood, fire, hail or other acts of nature; (vii) damage from persons, biological activity, or industrial chemical exposure; or (viii) damage from impact or other events outside Maxeon's control.

Please read the safety and installation instructions included with the PV Modules and Maxeon's instructions at www.maxeon.com/us/InstallGuideUL. Paper version can be requested through technicalsupport.NA@maxeon.com.



- b) Cosmetic defects or effects stemming from normal wear and tear of PV Module materials and cosmetic variations that do not cause power output to fall below the Guaranteed Peak Power. Normal wear and tear of PV Module materials includes, 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, in Maxeon's absolute judgment, that 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 that have been moved from their original installation location without the express written approval of Maxeon.
- f) PV Modules with -COM or -UPP in the product model number that have been installed on single-family homes or semi-detached homes, including but not limited to duplexes and town homes. For clarity, apartment and condominiums are not excluded from the Limited Warranty.
- g) PV Modules labeled or branded with SERENGETI, SER, U-SERIES, SPR-UXXX, E-FLEX, PERFORMANCE, P-SERIES, SPR-PXX, SPR-P15, SPR-P17, SPR-P19, T5, T10, C7, POWERGUARD, or POWERLIGHT.
- h) Any balance of system components, including trackers, racking, mounting, clamps, guards, inverters, monitoring, external cabling and connectors, networking or communication equipment, and other components related to the installation of the PV Modules.
- i) PV Modules used in a system over 500 kW unless written approval is provided by Maxeon, in which case the Product and Power Warranty Terms shall each be limited to 12 years.
- j) PV Modules requiring positive grounding that were not configured or installed as described in the original versions of SunPower Corporation's installation instructions.

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, GUARANTEES AND CONDITIONS. EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY OR REQUIRED BY APPLICABLE LAW, ALL WARRANTIES, GUARANTEES AND CONDITIONS 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 MAXEON ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, MAXEON 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 MAXEON BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES



ARE SPECIFICALLY, BUT WITHOUT LIMITATION, EXCLUDED. MAXEON'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO MAXEON 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.

MAXEON SHALL NOT BE 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, EPIDEMICS OR PANDEMICS (INCLUDING WITHOUT LIMITATION COVID-19) OR ANY OTHER CAUSE OR CIRCUMSTANCE BEYOND THE REASONABLE CONTROL OF MAXEON.

THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE EXTENT PROHIBITED OR LIMITED BY APPLICABLE LAW. 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. Applicable Law

Applicable Law. This Limited Warranty is governed by and shall be construed in accordance with the laws of the jurisdiction where the PV Modules are installed in the United States, Canada, or Puerto Rico. This Limited Warranty is not applicable in other jurisdictions. The competent courts sitting in the jurisdiction where the PV Modules are installed shall have exclusive jurisdiction over any disputes arising hereunder.

7. Contact Details

All claims and inquiries under this Limited Warranty or consumer guarantees should be directed to technicalsupport.NA@maxeon.com.

Maxeon office locations are available at <https://maxeon.com/us/maxeon-solar-technologies-locations-around-world>.

Maxeon Solar Technologies, Ltd., 8 Marina Boulevard #05-02, Marina Bay Financial Centre, Singapore 018981
<https://corp.maxeon.com/>