SUNPOWER LIMITED WARRANTY FOR ACPV MODULES

Applies to the following models:

SPR-yx-x-x ACPV, where "y" is the module power rating between 150 and 450 Watts and "x"s are module designators

1. Limited Product Warranty – Ten (10) Year Repair, Replacement or Refund Remedy

SunPower Corporation with offices at 77 Rio Robles, San Jose, CA 95134 ("SunPower") warrants that for ten (10) years beginning either on the date of array commissioning or 6-months after the manufacturing date (whichever comes first), its Photovoltaic modules ("PV modules") and the photovoltaic microinverter ("Inverters") affixed to the back of the PV module shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. The PV modules and Inverters are collectively referred to herein as the ACPV modules. If the ACPV modules fail to conform to this warranty, then for a period ending ten (10) years from the date of array commissioning or the calendar date 6-months after the manufacturing date of the ACPV modules (whichever comes first), SunPower will, at its option, either repair or replace the product, or refund the purchase price as paid by the Customer ("Purchase Price"). The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the ten (10) year period set forth herein. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (Limited Power Warranty).

Other Manufacturer Warranties. SunPower's warranty is offered in addition to the warranties from the inverter manufacturer ("Other Manufacturer"). In some instances, SunPower may be responsible for administering warranty claims for the Other Manufacturer. Please consult Other Manufacturer's warranty terms and conditions for information in this regard. SunPower makes no representation or warranty, and Customer shall seek no recourse from SunPower unless specifically provided to the contrary, regarding the warranties of the Other Manufacturer that extend beyond the scope of this Warranty.

2. Limited Power Warranty

a) SunPower additionally warrants: If, within twelve (12) years from the date of array commissioning or the calendar date 6-months after the manufacturing date of the PV modules (whichever comes first), any PV module(s) exhibits a power output less than 90% of the Minimum Peak Power[1] as specified in the SunPower Product datasheet revision active for the serial number date of the PV module, provided that such loss in power is determined by SunPower (at its sole and absolute discretion) to be due to defects in material or workmanship, SunPower will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules, at the option of SunPower
b) SunPower additionally warrants: If, within twenty-five (25) years from date of array commissioning or the calendar date 6-months after the manufacturing date of the modules (whichever comes first), any PV

[1] *"Minimum Peak Power" = Peak power minus the Peak power tolerance (as specified in SunPower's Product datasheet). "Peak power" is the power in peak watts that a PV module generates at STC (Standard Test conditions: Irradiance of 1000 W/m^2, light spectrum AM 1.5g and a cell temperature of 25 degrees C)*

module(s) exhibits a power output less than 80% of the Minimum Peak Power[1] as specified in the SunPower Product datasheet revision active for the serial number date of the module, provided that such loss in power is determined by SunPower (at its sole and absolute discretion) to be due to defects in material or workmanship SunPower will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules, at the option of SunPower.

3. Exclusions and Limitations

a) Warranty claims must in any event be filed within the applicable Warranty period.
b) Warranty claims may only be made by, or on the behalf of, the original end customer or a person to whom title has been transferred for the ACPV modules.
c) The Limited Warranties do not apply to any of the following:
    1. PV modules or Inverters which in SunPower's absolute judgment have been 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 a SunPower authorized dealer; non-observance of the applicable SunPower installation, users and/or maintenance instructions; repair or modifications by someone other than an approved service technician of SunPower; power failure surges, lightning, flood, fire, accidental breakage or other events outside SunPower's control.
    2. Cosmetic defects stemming from normal wear and tear of PV module or Inverters materials. Normal wear and tear of PV modules or Inverters material can include, but is not limited to, fading of frame color, weathering of glass coatings, and areas of brown or gray discoloration around or over individual solar cells.
    3. PV modules installed in locations, which in SunPower’s absolute judgment may be subject to direct contact with bodies of salt water or installed on marine recreational vehicles
d) The Limited Warranties do not cover any transportation costs for return of the PV modules, Inverters, or for reshipment of any repaired or replaced PV modules, Inverters, or cost associated with installation, removal or reinstallation of the PV modules or Inverters.
e) When used on a mobile platform of any type, the Limited Power Warranty, applying to any of the ACPV modules shall be limited to twelve (12) years as per the provisions of clause 2(a) hereof.
f) Warranty claims will not apply if the type or serial number of the PV modules or Inverters is altered, removed or made illegible.

4. Limitation of Warranty Scope

SUBJECT TO THE LIMITIATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTIES SET FORTH HEREIN ARE 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 PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PV MODULES OR INVERTERS, 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 STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

5. Obtaining Warranty Performance

If you feel you have a justified claim covered by this Limited Warranty, immediately notify the (a) Installer, who sold the ACPV modules, or (b) any authorized SunPower distributor, of the claim in writing, or (c) send such notification to SunPower Corporation, 77 Rio Robles, San Jose, CA 95134, directly. In addition, please enclose evidence of the date of delivery of the ACPV module. If applicable, your installer or distributor will give advice on handling the claim. If further assistance is required, please write to SunPower for instructions. The return of any PV-modules will not be accepted unless prior written authorization has been given by SunPower.

OTHER MANUFACTURER WARRANTY FOR ACPV MODULES

SolarBridge Limited Microinverter Warranty

PROCEDURE FOR MAKING A WARRANTY CLAIM: SunPower Corporation will be administering warranty claims. Accordingly, please contact **SunPower Technical Support at 1.800.SUNPOWER** to initiate a Warranty Claim Process.

SolarBridge Technologies Inc. ("**SolarBridge**") provides a photovoltaic microinverter ("**Microinverter**") that is affixed to the back of a photovoltaic module ("**PV Module**"). The combined assembly of the PV Module and Microinverter is termed an "**AC Module**." SolarBridge warrants to end users that the Microinverter shall be free from defects in workmanship and materials and conforms in all respects to the Product Specification (as defined by the SolarBridge Pantheon Microinverter Data Sheet) when used for their original purpose under normal operating conditions and in compliance with the installation and operating instructions for a period of (i) twenty-five (25) years from the date of sale of the AC Module to an end user, or (ii) twenty-five (25) years and 180 days following the date of production of the AC Module, whichever is shorter (the "**Warranty Period**"). The Limited Warranty does not cover, and SolarBridge will not be responsible for, damage caused by incorrect or faulty processing of the Microinverter.

During the Warranty Period, SolarBridge will, at its option, repair or replace any Microinverter in breach of the foregoing warranty ("**Defective Product**") free of charge, provided that SunPower notifies SolarBridge of the defect during the Warranty Period, and SolarBridge either acting on its own, or in cooperation with an independent third party mutually agreed upon by SolarBridge and SunPower, through inspection establishes the existence of a defect that is covered by the Warranty. SolarBridge will, at its option, use new and/or reconditioned parts in repairing or replacing the Defective Product. SolarBridge reserves the right to use parts or products of original or improved design in the repair or replacement of Defective Product, so long as the repaired or replaced devices are compatible with the end users existing system (either directly or when used in conjunction with SolarBridge supplied accessories). If SolarBridge repairs or replaces a Defective Product, the Warranty continues on the repaired or replacement product for the remainder of the original Warranty Period.

The foregoing remedies are the sole remedies and SolarBridge's sole liability for any breach of the Warranty.

The Warranty covers both parts (including the microinverter and its embedded firmware), and labor necessary to repair the Defective Product(s), but does not include labor costs related to uninstalling the Defective Product or re-installing the repaired or replacement product. The Warranty also covers the costs of shipping repaired or replacement product from SolarBridge, via a freight carrier selected by SolarBridge, to designated and mutually-agreed upon locations. The Warranty does not cover, and SolarBridge will not be responsible for, shipping damage or damage caused by mishandling by the freight carrier and any such damage is the responsibility of the freight carrier.

The Warranty does not apply to, and SolarBridge will not be responsible for, any defect in or damage to any SolarBridge Microinverter: (1) that has been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally (for each of the foregoing, by a party not under SolarBridge's control); (2) that has been improperly installed, operated, handled or used, including use under conditions for which the product was not designed, use in an unsuitable environment, or use in a manner contrary to the SolarBridge Installation Guide (for each of the foregoing, by a party not under SolarBridge's control); (3) that has been subjected to fire, water, generalized corrosion, biological infestations, acts of God, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the SolarBridge Microinverter specifications,

including high input voltage from generators or lightning strikes (for each of the foregoing, by a party not under SolarBridge's control); (4) that has been subjected to damage caused by defects of other components of the solar system; or (5) if the original identification markings (including trademark or serial number) of such Microinverter have been considerably defaced, altered, or removed.

THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SOLARBRIDGE AND, TO THE FULLEST EXTENT PERMITTED BY LAW, IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION. IN NO EVENT WILL SOLARBRIDGE BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY.

To the extent any implied warranties are required under applicable law to apply to the SolarBridge Microinverter, such implied warranties shall be limited in duration to the Warranty Period, to the extent permitted by applicable law. Some states and provinces do not allow limitations or exclusions on implied warranties or on the duration of an implied warranty or on the limitation or exclusion of incidental or consequential damages, so the above limitation(s) or exclusion(s) may not apply. This Limited Warranty gives the customer specific legal rights, and the customer may have other rights that may vary from state to state or province to province.