

SUNPOWER LIMITED WARRANTY FOR SPRM PV INVERTERS

SPR-3000m, SPR-4000m, SPR-5000m, SPR-6000m, SPR-7000m, SPR-8000m

1. Limited Product Warranty and Exclusions

SunPower Corporation with offices at 3939 North First Street, San Jose CA 95134 ("SunPower") provides a limited warranty that covers defects of your SPR-3000m, SPR-4000m, SPR-5000m, SPR-6000m, SPR-7000m or SPR-8000m inverter (each, the "Inverter") caused by material or manufacturing faults. The warranty period is for 10 years and begins on the date of purchase by the original end user.

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 home or premises on which the solar inverter were originally installed.

SunPower will, at its option, repair or replace the defective component(s) free of charge, provided that SunPower is notified of the defect during the warranty period and a dated proof of purchase is furnished. SunPower reserves the right to inspect the faulty component(s) and determine if the defect is due to material or manufacturing flaws. SunPower also reserves the right to charge for service time expended if the defect is not due to material or manufacturing flaws or is not for some other reason subject to this limited warranty.

SunPower does not warrant inverters from any and all defects or damage caused by:

- a) Normal wear and tear
- b) Shipping or transportation damages
- c) Improper installation
- d) Exposure to unsuitable environmental conditions (including but not limited to damage due to lightning strikes)
- e) Unauthorized or abnormal use or operation
- f) Negligence or accidents
- g) Material or workmanship not provided by SunPower or its authorized service centers
- h) This warranty does not cover costs related to the removal, installation, or troubleshooting of your electrical systems

SunPower will, at its option, use new and/or reconditioned parts in performing warranty repair and in building replacement products. SunPower reserves the right to use parts or products of original or improved design in the repair or replacement. If SunPower repairs or replaces a product, its warranty continues for the remaining portion of the original warranty period or 90 days from the date of the return shipment to the customer, whichever period expires later. All replaced products and all parts removed from repaired products become the property of SunPower. SunPower covers both parts and labor necessary to repair the product and return shipment to the customer, via a SunPower selected non-expedited surface freight carrier within the United States and Canada. The warranty does not cover any cost associated with installation, removal or re-installation of the Inverter.

2. Limitation of Warranty Scope

EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, SUNPOWER EXPRESSLY EXCLUDES ALL WARRANTIES WITH RESPECT TO THE INVERTER, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY HAVE ARISEN FROM COURSE OF DEALING OR USAGE OF TRADE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUNPOWER'S AGGREGATE MONETARY LIABILITY TO THE CUSTOMER FOR ANY REASON AND FOR ANY AND ALL CAUSES OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO SUNPOWER FOR THE INVERTER. SUNPOWER WILL NOT BE LIABLE TO YOU UNDER ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THE PRICE FOR THE INVERTER AND SUNPOWER'S OBLIGATIONS UNDER THIS EXPRESS LIMITED WARRANTY ARE CONSIDERATION FOR LIMITING SUNPOWER'S LIABILITY.

IF THIS PRODUCT IS A CONSUMER PRODUCT, FEDERAL LAW DOES NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES. TO THE EXTENT YOU ARE ENTITLED TO IMPLIED WARRANTIES UNDER FEDERAL LAW, TO THE EXTENT PERMITTED BY APPLICABLE LAW THEY ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. 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 TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

3. Obtaining Warranty Performance

If you feel you have a justified claim covered by this Limited Warranty, please notify the solar installer, from whom you purchased the Inverter.