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SunPower PVS Monitoring System Limited Warranty

SunPower Limited Product and Power Warranty for PV Supervisor 5 (PVS5) and PV Supervisor 6 (PVS6). *This Warranty is effective for SunPower® monitoring equipment sold after June 1, 2021*

1. Limited Warranty

SunPower Corporation (“SunPower”) warrants to the original purchaser of the product (“Owner”) that, for the warranty period(s) set forth below, your SunPower PVS (PV Supervisor) Monitoring System (“PVS”, “PVS5”, “PVS6” or the “PVS System”) will be free from manufacturing defects in materials and workmanship. In the event of a valid claim hereunder, SunPower agrees that it shall, at its sole discretion either: (a) repair the defect or replace the defective equipment or part thereof with a new or remanufactured equivalent at no charge to the purchaser for parts or labor for the period(s) set forth below; or (b) refund the prorated value of a reasonable replacement of the impacted equipment.

SunPower shall have the right, in its sole discretion, to perform firmware updates on PVS devices in support of meeting the conditions of this limited warranty or to ensure continued functionality. Failure to allow such updates shall render this Limited Warranty void.

Warranty Period: The warranty period for manufacturing defects in material or workmanship of the PVS5 or PVS6 is ten years from the original date of purchase from SunPower or an authorized SunPower Dealer (“Date of Purchase”). The warranty period for manufacturing defects of all other equipment incorporated into the PVS5 or PVS6, including but not limited to PLC device, external antenna, or USB modems, is one year from the Date of Purchase.

2. General Conditions

- a) All warranty claims must be filed within the Warranty Period and at no point longer than 30 days from the date that the claim is identified or reasonably should have been identified by the then warranty holder. Any claim filed outside the Warranty Period, including any claim for a latent or undiscovered defect, is invalid.
- b) The Limited Warranty for any repaired or replaced PVS part or system shall not extend the Warranty Period.
- c) In case of replacement, any replaced part or system shall pass into the ownership of SunPower.
- d) Claimant is responsible to ensure an installation site is properly maintained to not create an unsafe condition for SunPower personnel effectuating inspections or repairs. Failure to maintain or remedy site conditions preventing warranty work within 30 days of notification by SunPower will result in a denial of claim.
- e) Owner is responsible for maintaining internet connection, e.g. Wi-Fi or cellular, in support of PVS functionality.
- f) Warranty is valid only PVS sold and installed in the United States of America (excludes US territories unless warranty extension has been given by SunPower in writing).

3. Exclusions: This warranty does not apply to any of the following:

- a) PVS5 or PVS6 which has been subjected to misuse, accident, neglect, including the failure to properly maintain the product or system or to allow SunPower required firmware upgrades, abuse, abnormal service or handling, vandalism, or which has been altered or modified in design or construction.
- b) Improper or unauthorized installation, alteration or repair to the equipment or associated wiring or parts, including, but not limited to, installation that does not comply with SunPower recommendations, instructions, specifications, labels or warnings, failure to comply with applicable national, state or local laws, codes, ordinances, or regulations, unauthorized modification of connection to device software or firmware, unauthorized data collection from the device, unauthorized use of device to access external data connections, or installation or operation of the PVS System without the latest SunPower recommended firmware.
- c) Damage, malfunction, or degradation of electrical output caused by failure to properly operate or maintain the equipment, including conditions that exceed voltage or other design or operational specifications or instructions
- d) Damage caused by natural forces (tornado, flood, lightning, hurricanes, or earthquakes), fire, power failure surges, or other circumstances beyond SunPower’s control power;
- e) Products for which the labels containing product type or serial number have been altered, removed or made illegible;
- f) the equipment was damaged by environmental or atmospheric disturbance, including lightning, or external forces such as power surges, power line disturbances, incorrect cabling or plugging the board in under power;
- g) Damage or malfunction due defects in the components in the construction base on which the equipment is mounted;

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- h) *Force Majeure* events, including without limit, any act or event which is unforeseeable, or being foreseeable, unavoidable and outside the control of SunPower, including, without limit, acts of God
- i) Ordinary wear and tear or cosmetic imperfections that do not impact the operation of the product or system.
- j) Non-operability or decreased operability arising from the unavailability or discontinuance of third-party services needed for the continued operation of the system, e.g. telecommunications companies retiring services like 3G. In the case of such events, upgrades may be made available at a cost to consumer to allow for continued functionality.

This warranty does not cover any transportation costs for return of PVS5 or PVS6 equipment, or for reshipment of any repaired or replaced PVS5 or PVS6 equipment, or costs associated with installation, removal or reinstallation of a PVS5 or PVS6.

This warranty does not apply to expendable items including, but not limited to, fuses, light bulbs, and batteries. This warranty also does not apply to the software or applications used in connection with the PVS5 or PVS6.

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 Product, due to acts of God, product shortages, war, riots, strikes, fire, flood, pandemic, endemic, or any other cause or circumstance beyond the reasonable control of SunPower.

4. Disclaimers and Limitation of Liability

SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY, ALL WARRANTIES OF ANY KIND, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, 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 SUNPOWER ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, 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 PVS SYSTEM, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PVS, 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 OWNER, 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.

THIS IS A LIMITED WARRANTY AND IS NOT A SERVICE CONTRACT OR A CONTRACT OF INSURANCE AND IS NOT A "FULL" WARRANTY AS DEFINED BY THE MAGNUSON-MOSS WARRANTY ACT.

5. Limitation of Actions

Any action, regardless of form or basis, including for any claim arising from or related to this warranty, must be commenced by Owner within one year of the earlier of: (a) the date the system owner knew or should have known, after reasonable investigation of a defect or issue; or (b) the date the claim was first presented to SunPower or a SunPower authorized dealer. Failure to timely assert a claim shall be deemed it irrevocably waived.

6. No Oral Modification or Waiver

No modification of this warranty, or waiver of its terms, shall be effective unless approved in a writing signed by the parties.

7. Governing Law

The laws of the State of Texas shall govern this warranty, and claims of breach of this warranty, and the parties' rights and duties under it.



8. Binding Arbitration

Any controversy or claim arising out of or relating to this Limited Product, or any claimed breach thereof, shall be settled by individual, non-aggregated arbitration administered by the JAMS (www.jamsadr.com) and judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. **Assignment and Transfer of Warranty**

This Warranty is fully assignable and transferable to any subsequent owner of the photovoltaic system on which the PVS installed within the remaining Warranty Period; provided, (1) the product remains installed in its original location of installation; and (2) the original warranty holder or subsequent Owner must provide written notice to SunPower at the email address listed below within ninety (90) calendar days of the assignment or transfer. Failure to do so may render this warranty null and void. Transfers of warranties do not extend the Warranty Period.

Further assignment or transfers from the Original End User to any other party are subject to the terms and conditions as set out in the Subsequent Assignee Warranty available upon request at time of subsequent assignment.

9. Service and Claims:

To make a claim under this Limited Warranty, you must immediately: (a) notify your SunPower Dealer; or (b) contact SunPower Corporation directly at the contacts shown below. Upon receipt of a claim, SunPower will require additional information regarding the claim, which may include, without limitation, applicable warranty registration information, proof of purchase and/or delivery, installation, serial and model numbers, and evidence regarding the basis of the claim. If the Owner cannot provide these materials within thirty (30) days of SunPower's request, the claim may be denied. All SunPower warranty obligations hereunder are expressly contingent upon the timely and full provision of such additional information. The return of any devices will not be accepted unless prior written authorization has been given by SunPower.

For claims purposes, SunPower Corporation may be contacted as follows:

SunPower Corporation
Attn: Warranty Claims Processing
51 Rio Robles
San Jose, CA 95134

Via email at: customersupport@sunpower.com

Telephonically at: 1.800.SUNPOWER