Limited Warranty for PV Modules

1. Limited Product and Power Warranties

Effective Date: **January 1, 2022**.

PV Module(s). This Limited Warranty is effective for photovoltaic modules from Maxeon Solar Technologies, Ltd. ("Maxeon") installed in Australia with the model numbers listed in the Warranty Table sold after the Effective Date (the "PV Modules"). The PV Module(s) exclude any power electronic, external connector, jumper, microinverter or other external device included or sold with the PV Modules.

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 Power[1] of at least the Guaranteed Peak Power during the Power Warranty Term, as set forth in the Warranty Table.

Registration. The 40-year Warranty Terms for applicable PV Modules are subject to and conditional upon the terms of this Limited Warranty and digital registration of the PV Modules in accordance with https://sunpower.maxeon.com/au/solar-panel-products/warranty, including acceptance of applicable Maxeon terms of use and privacy policies ("Registration"). If the PV Modules are not registered with Maxeon within 6 months of the Warranty Start Date, then the Warranty Terms are each 25 years, as set forth in the Warranty Table.

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-MAXy-xxx SPR-Xyy-xxx SPR-Eyy-xxx	40 years from the Warranty Start Date (25 years if no Registration)	40 years from the Warranty Start Date (25 years if no Registration)	98% of the Minimum Peak Power for the 1st year of the Power Warranty Term, reduced by 0.25% at the beginning of each subsequent year of the Power Warranty Term, down to 88.25% for the final, 40th year, and 92% for the final, 25th year, if no Registration.
SPR-Py-xxx	25 years from the Warranty Start Date	25 years from the Warranty Start Date	98% of the Minimum Peak Power for the 1st year of the Power Warranty Term, reduced by 0.45% at the beginning of each subsequent year of the Power Warranty Term, down to 87.2% for the final, 25th year

2. Customer Support, Claims Process and Coverage

If any PV Module fails to conform to this Limited Warranty, except in the event such failure or any power loss results from or arises out of (in whole or in part) any of the excluded events set forth in Section 4 below, as determined by Maxeon in its sole reasonable discretion, then for the applicable Warranty Term, Maxeon will elect (in its sole and absolute discretion) to either repair, replace, or refund the defective PV Modules as set forth herein.

If you have a claim covered by this Limited Warranty, then immediately contact Maxeon at customers@maxeon.com. Upon receipt of a claim, Maxeon may require additional information regarding the claim, including: applicable warranty registration information; itemized proof of purchase, delivery or installation; 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. Returned PV Modules will not be accepted unless prior written authorization has been provided by Maxeon.

For any valid claim hereunder pertaining to any PV Module, Maxeon will, in its sole discretion, repair, replace, or refund the original purchase price of the covered PV Modules. 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.

For PV Modules originally installed in Australia by Maxeon, any affiliate of Maxeon, or a Maxeon Authorised Partner, Maxeon will pay reasonable, necessary, and actual removal and reinstallation service costs of repaired or replaced PV Modules, up to AU$375 for up to

[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.

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5 PV Modules and AU$75 per PV Module thereafter; provided, (a) Maxeon has sole discretion to select the service provider performing such services, and (b) Maxeon will pay the service provider for such service costs.

If Maxeon issues a refund under a valid Product or Power Warranty claim, then Maxeon will refund the original purchase price for the first five years of the applicable Warranty Term, and then linearly depreciate the refund amount by 2.78% per year for 40-year Warranty Terms, 13.5% per year for 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). If you are unable to substantiate the original purchase price, then Maxeon will use the current market value instead of the original purchase price to determine the Claim Value.

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 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) 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.
f) When PV Modules are used on a ground-mount application, such as a tracker or carport, the Product and Power Warranty Terms shall each be limited to 25 years unless written approval is provided by Maxeon and the PV Modules are digitally registered.
g) PV Modules used with floating mounting systems are excluded entirely unless prior written approval is obtained from Maxeon, subject to any terms, conditions, and changes as may be set out in such written approval.
h) In cases of PV Module replacement, title to any replaced PV Module shall pass to Maxeon.
i) 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.
j) 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://sunpower.maxeon.com/au/solar-panel-products/warranty within 90 days of the assignment; the notice includes reasonable documentation evidencing such assignment; and the subsequent warranty holder completes digital registration of the PV Modules.

4. Exclusions and Limitations

The Limited Warranty does not apply to any of the following, including any defects, failure, or power loss caused by:

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 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.
Visit www.sunpower.maxeon.com/int/PVInstallGuideIEC.
Paper version can be requested through techsupport.australia@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 MAX and -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 townhomes. For clarity, apartment and condominiums are not excluded from the Limited Warranty.

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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.

5. Limitation of Warranty Scope and Applicable Law

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.

SOME JURISDICTIONS MAY LIMIT OR DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF CERTAIN DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

IF ANY PROVISION OF THIS LIMITED WARRANTY IS HELD ILLEGAL BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION, SUCH PROVISIONS SHALL BE MODIFIED TO THE MINIMUM EXTENT REQUIRED TO COMPLY WITH THE LAWS OF SUCH COURT OR OTHER BODY OF COMPETENT JURISDICTION AND ENABLING THE REST OF THIS LIMITED WARRANTY TO CONTINUE IN FULL FORCE AND EFFECT.

THIS LIMITED WARRANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION WHERE THE PV MODULES ARE INSTALLED. THE COMPETENT COURTS SITTING IN SUCH JURISDICTION SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTES ARISING HEREUNDER.

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:

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) OUR 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 MAXEON 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 MAXEON 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.

6. Governing Law

These Limited Warranty Terms are governed by and are to be construed in accordance with the laws in force in Victoria. Maxeon 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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