



Complete Confidence Warranty Terms and Conditions  
for the SunPower Equinox™ System

Effective July 1, 2017



## SunPower Limited Product and Power Warranty for X-Series and E-Series AC Modules

*This Limited Warranty is effective for SunPower® photovoltaic modules for residential installation with “SPR-E” or “SPR-X” and “AC” in the product model number and sold after July 1, 2017.*

### 1. Limited Warranty

Subject at all times to the terms and conditions as set out in this Limited Warranty, SunPower Corporation (“SunPower”) warrants that for 25 years beginning on the Warranty Start Date<sup>1</sup> (the “Warranty Period”), its photovoltaic modules specified above, including factory-integrated electronics, (“PV Module(s)”), shall be free from defects in materials and workmanship under normal application, installation, use and service conditions, and the power of the PV Modules will be at least 98% of the Minimum Peak Power<sup>2</sup> rating for the first year, and will decline by no more than 0.25% per year for the following 24 years, so the power output at the end of the final year of the 25th year warranty period will be at least 92% of the Minimum Peak Power rating (the “Guaranteed Peak Power” rating).

### 2. Claims Process and Coverage

If any PV Module fails to conform to this Limited Warranty and provided that any loss in power is determined by SunPower (in its sole discretion) not to have resulted from one of the excluded events set forth in Section 4 below, then for the Warranty Period, SunPower will repair, replace or refund the defective PV Modules as set forth herein.

In the event you have a claim covered by this Limited Warranty, immediately notify (a) an Authorized SunPower Installer; or (b) contact SunPower Corporation directly at the contacts shown below. Upon receipt of a claim, SunPower may 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 claim. All SunPower warranty obligations hereunder are expressly contingent upon the timely and full provision of such additional information. The return of any PV Modules will not be accepted unless prior written authorization has been given by SunPower.

For any valid claim, SunPower will, in its sole discretion, either: (a) repair; (b) replace; or (c) refund the original purchase price subject to the conditions set out herein. In the event SunPower elects to repair or replace the affected PV Modules, SunPower will pay for reasonable and customary transportation costs for: (i) the return of the PV Modules from the place where the affected PV Modules originally left SunPower’s care, custody, and control, and; (ii) reasonable and customary transportation costs for reshipment of any repaired or replaced PV Modules to the place where the affected PV Modules originally left SunPower’s care, custody, and control; (iii) for a PV Module that was originally installed by SunPower, any affiliate of SunPower, or any SunPower Authorized Installer, SunPower will pay for reasonable, necessary, and actual removal and reinstallation costs of the repaired or replaced PV Module; provided, however, SunPower has sole discretion to select the party performing such removal and reinstallation.

In the event SunPower elects to replace any PV Module, SunPower will replace such PV Module with an electrically and mechanically compatible PV Module (including a refurbished or remanufactured PV Module) with a substantially equal or greater power rating. For any refund, purchase price shall be prorated.

### 3. General Conditions for Warranty Claims

- a) All warranty claims must be filed within the Warranty Period. 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 PV Module shall not extend beyond the Warranty Period.
- c) When PV Modules are used on a mobile platform of any type, such as a vehicle, the Warranty Period shall be limited to 12 years.
- d) In cases of PV Module replacement, any replaced PV Module shall pass into the ownership of SunPower.

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<sup>1</sup> “Warranty Start Date” is the earlier of (i) date of array interconnection and (ii) 6 months following the date of SunPower delivery. If the delivery date cannot be verified, manufacturing date will be used in its place.

<sup>2</sup> “Minimum Peak Power” is defined as the minimum rated power, as shown on the label. Peak Power is defined as the watt peak at Standard Test Conditions (1000W/m<sup>2</sup> 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. SunPower modules shall, in any event, require a sweep rate of no less than 200ms to ensure an accurate power measurement. SunPower can provide a detailed testing procedure or a list of recognized testing agencies upon request.



#### 4. Exclusions and Limitations

The Limited Warranty does not apply to any of the following:

- a) PV Modules subjected to: (i) misuse, abuse, neglect or accident; (ii) alteration or improper installation (improper installation includes, without limitation, installation or array that does not comply with all SunPower installation instructions and operations and maintenance instructions of any type (as may be amended and updated from time to time at SunPower'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 SunPower; (iv) conditions exceeding the voltage, wind, snow load specifications, and any other operational specification; (v) power failure surges, lightning, flood, or fire; (vi) damage from persons, insects, animals, or industrial chemical exposure; (vii) glass breakage from impact or other events outside SunPower's control.
- b) Cosmetic effects stemming from normal wear and tear of PV Module materials or other cosmetic variations which do not cause power output lower than what is guaranteed by the Limited Warranty. Normal wear and tear of PV Module materials can include, 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, which in SunPower's absolute judgment 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 which have been moved from their original installation location without the express written approval of SunPower.
- f) PV Modules that include factory-integrated electronics where such factory-integrated electronics exhibit defects that do not materially impact power output.

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 Warranty, due to acts of God, war, riots, strikes, fire, flood or any other cause or circumstance beyond the reasonable control of SunPower.

#### 5. Assignment and Transfer of Warranty

- a) This Limited Warranty is fully assignable and transferable to the owner of the photovoltaic power generation facility or project as of the time the PV Modules are initially installed (the "Original End User"); provided, however, the warranty holder or subsequent owner must provide written notice to SunPower at the e-mail address listed below within ninety (90) calendar days of the assignment or transfer of the PV Modules.
- b) 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.

#### 6. 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. EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY, ALL WARRANTIES 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 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 PV MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PV MODULE, 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 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.



## SunPower InvisiMount™ Limited Warranty

*This Limited Warranty is effective for the SunPower InvisiMount™ Residential Mounting System. The Product includes the module frame, each rail and splice, mid clamps, end clamps, and the skirt and skirt clips, but does not include the roof attachment hardware which is manufactured by third parties.*

### 1. Limited Warranty

Subject at all times to the terms and conditions as set out in this Limited Warranty, SunPower Corporation (“SunPower”) warrants that for 25 years beginning on the Warranty Start Date<sup>1</sup> (“Warranty Period”), its InvisiMount Mounting System and component parts (“Product”), shall be free from defects in materials and workmanship under normal application, installation, use and service conditions, and 5 years beginning on the Warranty Start Date (“Finish Warranty Period”), the anodized finish of its Product shall be free from visible peeling, cracking, or chalking, under normal application, installation, use, service conditions, and atmospheric conditions.

### 2. Claims Process and Coverage

If any Product fails to conform to this Limited Warranty and provided that failure is determined by SunPower (in its sole discretion) not to have resulted from one of the excluded events set forth in Section 4 below, then for the Warranty Period, SunPower will repair, replace or refund the defective Product as set forth herein.

In the event you have a claim covered by this Limited Warranty, immediately notify (a) an Authorized SunPower Installer; or (b) contact SunPower Corporation directly at the contacts shown below. Upon receipt of a claim, SunPower may require additional information regarding the claim, which may include, without limitation, applicable warranty registration information, proof of purchase and/or delivery, installation, model numbers, and evidence regarding the basis of claim. All SunPower warranty obligations hereunder are expressly contingent upon the timely and full provision of such additional information. The return of any Products will not be accepted unless prior written authorization has been given by SunPower.

For any valid claim, SunPower will, in its sole discretion, either: (a) repair; (b) replace; or (c) refund the original purchase price subject to the conditions set out herein. In the event SunPower elects to repair or replace the affected Product, SunPower will pay for reasonable and customary transportation costs for: (i) the return of the Product from the place where the affected Product originally left SunPower’s care, custody, and control, and; (ii) reasonable and customary transportation costs for reshipment of any repaired or Product to the place where the affected Product originally left SunPower’s care, custody, and control; (iii) for a Product that was originally installed by SunPower, any affiliate of SunPower, or any SunPower Authorized Installer, SunPower will pay for reasonable, necessary, and actual removal and reinstallation costs of the repaired or replaced Product; provided, however, SunPower has sole discretion to select the party performing such removal and reinstallation.

In the event SunPower elects to replace any Product, SunPower will replace such Product with a mechanically compatible Product (including a refurbished or remanufactured Product) For any refund, purchase price shall be prorated.

### 3. General Conditions for Warranty Claims

- a) All warranty claims must be filed within the Warranty Period. 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 Product shall not extend beyond the Warranty Period or Finish Warranty Period, as applicable.
- c) In cases of Product replacement, any replaced Product shall pass into the ownership of SunPower.

### 4. Exclusions and Limitations

The Limited Warranty does not apply to any of the following:

- a) Product subjected to: (i) misuse, abuse, neglect or accident; (ii) alteration or improper installation (improper installation includes, without limitation, installation or array that does not comply with all SunPower installation instructions and operations and maintenance

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<sup>1</sup> “Warranty Start Date” is the earlier of (i) date of array interconnection and (ii) 6 months following the date of SunPower delivery. If the delivery date cannot be verified, manufacturing date will be used in its place.

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instructions of any type (as may be amended and updated from time to time at SunPower'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 SunPower; (iv) conditions exceeding the wind or snow load specifications, and any other operational specification; (v) lightning, flood, or fire; (vi) damage from persons, insects, animals, or industrial chemical exposure; (vii) breakage from impact or other events outside SunPower's control.

- b) Cosmetic effects, including discoloration, stemming from normal wear and tear of Product materials and other changes to the Product that do not result in a structurally relevant deviation from published performance data.
- c) Product installed in locations, which in SunPower's absolute judgment may be subject to direct contact with bodies of salt water.
- d) Product which have been moved from their original installation location without the express written approval of SunPower.
- e) The Finish Warranty is void if the practices listed in AAMA 609 & 610-02 "Cleaning and Maintenance for Architecturally Finished Aluminum ([www.aamanet.org](http://www.aamanet.org)) are not followed.
- f) Electrical components or wiring used in connection with the Product or any other materials not provided by SunPower.
- g) Product which is used on a mobile platform of any type.

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 Warranty, due to acts of God, war, riots, strikes, fire, flood or any other cause or circumstance beyond the reasonable control of SunPower.

## 5. Assignment and Transfer of Warranty

This Limited Warranty is fully assignable and transferable provided that the warranty holder provides notice to SunPower at the address listed below within 90 days of the assignment or transfer of the Limited Warranty.

## 6. 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. EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY, ALL WARRANTIES 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 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 PV MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PV MODULE, 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 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.



## SunPower PVS5 Monitoring System (EnergyLink™ Hardware) Limited Warranty

*This Limited Warranty is effective for SunPower® PVS5 Monitoring System for residential installation with “PVS5x” in the product model number and sold after July 1, 2017.*

### 1. Limited Warranty

Subject at all times to the terms and conditions as set out in this Limited Warranty, SunPower Corporation (“SunPower”) warrants that for 10 years beginning on the Warranty Start Date<sup>1</sup> (“Warranty Period”), its PVS5 Monitoring System data logger (“Product”), shall be free from defects in materials and workmanship under normal application, installation, use and service conditions, and 1 year beginning on the Warranty Start Date (“Component Warranty Period”), all other components incorporated into the PVS5 Monitoring System, shall be free from defects in materials and workmanship under normal application, installation, use and service conditions.

### 2. Claims Process and Coverage

If any Product fails to conform to this Limited Warranty and provided that failure is determined by SunPower (in its sole discretion) not to have resulted from one of the excluded events set forth in Section 4 below, then for the Warranty Period, SunPower will repair, replace or refund the defective Product as set forth herein.

In the event you have a claim covered by this Limited Warranty, immediately notify (a) an Authorized SunPower Installer; or (b) contact SunPower Corporation directly at the contacts shown below. Upon receipt of a claim, SunPower may 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 claim. All SunPower warranty obligations hereunder are expressly contingent upon the timely and full provision of such additional information. The return of any Products will not be accepted unless prior written authorization has been given by SunPower.

For any valid claim, SunPower will, in its sole discretion, either: (a) repair; (b) replace; or (c) refund the original purchase price subject to the conditions set out herein. In the event SunPower elects to repair or replace the affected Product, SunPower will pay for reasonable and customary transportation costs for: (i) the return of the Product from the place where the affected Product originally left SunPower’s care, custody, and control, and; (ii) reasonable and customary transportation costs for reshipment of any repaired or Product to the place where the affected Product originally left SunPower’s care, custody, and control; (iii) for a Product that was originally installed by SunPower, any affiliate of SunPower, or any SunPower Authorized Installer, SunPower will pay for reasonable, necessary, and actual removal and reinstallation costs of the repaired or replaced Product; provided, however, SunPower has sole discretion to select the party performing such removal and reinstallation.

In the event SunPower elects to replace any Product, SunPower will replace such Product with a mechanically compatible Product (including a refurbished or remanufactured Product) For any refund, purchase price shall be prorated.

### 3. General Conditions for Warranty Claims

- a) All warranty claims must be filed within the Warranty Period. 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 Product shall not extend beyond the Warranty Period or Component Warranty Period, as applicable.
- c) In cases of Product replacement, any replaced Product shall pass into the ownership of SunPower.

### 4. Exclusions and Limitations

The Limited Warranty does not apply to any of the following:

- a) Product subjected to: (i) misuse, abuse, neglect or accident; (ii) alteration or improper installation (improper installation includes, without limitation, installation or array that does not comply with all SunPower installation instructions and operations and maintenance

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<sup>1</sup> “Warranty Start Date” is the earlier of (i) date of array interconnection and (ii) 6 months following the date of SunPower delivery. If the delivery date cannot be verified, manufacturing date will be used in its place.

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instructions of any type (as may be amended and updated from time to time at SunPower'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 SunPower; (iv) damage by external forces such as power line disturbances, host computer malfunction, incorrect cabling or plugging the board in under power, environmental or atmospheric disturbance, power failure surges, lightning, flood, or fire; (v) damage from persons, insects, animals, or industrial chemical exposure; (vi) breakage from impact or other events outside SunPower's control.

- b) Cosmetic effects stemming from normal wear and tear of Product materials or other cosmetic variations. Normal wear and tear of Product components can include, but is not limited to, fading of color, weathering of coatings, and areas of discoloration.
- c) Product installed in locations, which in SunPower's absolute judgment may be subject to direct contact with bodies of salt water.
- d) Product for which the labels containing product type or serial number have been altered, removed or made illegible.
- e) Product which has been moved from its original installation location without the express written approval of SunPower.
- f) Product damaged by components in the construction base on which the equipment is mounted, or installed on a mobile platform of any type, such as a vehicle.
- g) Expendable items including, but not limited to, fuses, light bulbs and batteries.
- h) Software used in connection with the Product.

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 Warranty, due to acts of God, war, riots, strikes, fire, flood or any other cause or circumstance beyond the reasonable control of SunPower.

## 5. Assignment and Transfer of Warranty

This Limited Warranty is fully assignable and transferable provided that the warranty holder provides notice to SunPower at the address listed below within 90 days of the assignment or transfer of the Limited Warranty.

## 6. 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. EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY, ALL WARRANTIES 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 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 PV MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PV MODULE, 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 JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

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