

Advantage Installer Terms and Conditions

These Advantage Installer Terms and Conditions and its Exhibits (together, these “**AI T&C**”) supplement the Loyalty Program Website Terms and Conditions of Use (hereinafter referred to as “**Website T&C**”) and apply to any participant wishing to enroll on the Program (as defined in Section 1) hereof), to the extent that:

- (i) the participant has accepted these AI T&C as well as Website T&C, by checking the appropriate boxes on the Website; and
- (ii) the Promoter has assessed and confirmed that the participant meets the Program’s eligibility conditions to become a Participant, which are set forth in the Eligibility section of the Website T&C.

These AI T&C provide the terms and conditions of the Program’s initial and recurring training and testing to be provided and administered by the Promoter to the Participants, as well as the rights and obligations of the Participants who have become Advantage Installers in the conditions set forth in Section 3) hereof.

Capitalized terms used and not otherwise defined herein shall have the meaning set forth in the Website T&C.

1) Program’s description and rationale/objective:

The Promoter has set up a marketing program referenced as the SunPower Advantage Installer Program (the “**Program**”).

The Program is aimed at enabling and rewarding the purchase and installation of SunPower solar modules.

Enrollment and participation to the Program is free: neither the Promoter nor any of its affiliates will charge any fees in connection therewith, and no Participant or Advantage Installer will be required to make any payments to the Promoter or its affiliates by contract or as a matter of practical necessity in order to enroll or participate to the Program.

Enrollment and participation to the Program is on a voluntary basis, and the Promoter and each Participant and Advantage Installer shall remain independent of each other in all respects. Each Participant and Advantage Installer shall be obliged to appear as an independent professional to third parties, End-Customers and other co-contractors;

2) Program's initial training and testing:

As part of the Program, each Participant will initially receive mandatory trainings to be delivered by the Promoter in the form and frequency described in the "Step 1" section of Exhibit B attached hereto.

The Promoter reserves the right to decide when such initial mandatory training will be delivered and will give the Participants reasonable advance notice providing the dates and time of such training as well as other useful information, if any (e.g. login information).

Upon completion of the initial mandatory training, each participant will be required to take an evaluation test in the form of an online test administered by the Promoter during the evaluation periods set forth in the "Step 3" section of Exhibit B attached hereto.

Passing rate of the initial test is 80%.

3) Right to use the Promoter's "Advance Installer" Logo and "Maxeon" and "Performance" product-line logos:

Only Participants having successfully passed the abovementioned test will be awarded by the Promoter the status of **"Advantage Installer"** of the Promoter and will have the right to use (i) the Promoter's Advantage Installer logo (the **"AI Logo"**) associated to that status, as depicted in the accreditation certificate to be delivered to it by the Promoter, and (ii) the Promoter's "SunPower Maxeon" and "SunPower Performance" product-line logos (together, the **"Product Logos"** and together with the AI Logo, the **"Logos"**), in each case in accordance with the terms of this Section 3) and the Promoter's Branding and Co-Marketing Guidelines attached hereto as Exhibit C.

Notwithstanding anything to the contrary set forth in the Promoter's Branding and Co-Marketing Guidelines:

- (i) The AI Logo shall be used solely in connection with the marketing, sale and installation of the Promoter's solar photovoltaic modules to end-customers located in the jurisdiction of formation of the Advantage Installer. The Advantage Installer will display the AI Logo granted to it by the Promoter on its website (if any) and at professional solar events, and may display it on social media, as mentioned in Exhibit B hereto. Any other use of the AI Logo by the Advantage Installer must be approved in advance and in writing by the Promoter. The Advantage Installer shall not make any change whatsoever to the AI Logo; and
- (ii) The Product Logos displayed on the Promoter's solar photovoltaic modules and marketing materials shall be used solely in connection with the marketing, sale and installation of the Promoter's solar photovoltaic modules to end-customers located in the jurisdiction of formation of the Advantage Installer. The Advantage Installer will display the Product Logos on its website (if any), and may display them on social media, at professional solar events or on any of its own-made material. Any use of the Product Logos by the Advantage Installer not expressly authorized in these AI T&Cs must be approved in advance and in writing by the

Promoter. The Advantage Installer shall not make any change whatsoever to the Product Logos.

Without limitation to the foregoing restrictions and prohibitions, no Advantage Installer may use or authorize the use of any of the Logos or any of the other Promoter's logos, legal name or trade name as part of the legal or trade name of the Advantage Installer, or in relation to a domain name or e-mail address. Furthermore, upon request by the Promoter, the Advantage Installer must cooperate with the Promoter in order to prevent unauthorized use of any of the Logos by any third party. The Advantage Installer acknowledges and accepts that the Promoter remains the sole owner of the Logos, and that these AIT&C do not confer to the Advantage Installer any goodwill or any other interest related to the Logos (other than the right to use the Logos as set forth herein).

No provision of these AI T&C are intended to grant any right whatsoever to the Advantage Installer in relation to any patent, copyright, artwork copyright, trade secret or other intellectual property right belonging to the Promoter, nor do these AI T&C grant to the Advantage Installer any right related to the Promoter's other confidential information which may be disclosed from time to time to the Advantage Installer in relation to the Program, either directly or indirectly, on any support or format, including, but not limited to, information relating to the Promoter's or any of its affiliates' business, operations, products, technology, together with any and all analyses or other documents prepared by the Promoter or any affiliates thereof that contain or otherwise reflect any of the disclosed information which the Advantage Installer reasonably should understand is confidential.

Notwithstanding the imperative provisions of the applicable law, the Advantage Installer (including its representatives) may not disassemble, decompile or reverse engineer any product or other element to which confidential information applies and which are sold to the Advantage Installer by the Promoter's authorized distributors or, as the case may be, directly by the Promoter.

4) Right to offer the benefit of the Promoter's Labor Reimbursement Program to end-customers:

Subject to satisfaction of the conditions set forth herein regarding in particular the use of the Logos (Section 3), compliance with the Promoter's Security and Installation Manual (Section 5) and the recurrent training and testing requirements and other criteria to retain the Advantage Installer status and the prerogatives associated to it (Section 6), the Promoter warrants that the solar photovoltaic modules installed by an Advantage Installer at an end-customer's location (but solely if the end-customer is located in the jurisdiction where the Advantage Installer is constituted) will benefit, in addition to Maxeon's standard 25-year limited power and product warranty for solar photovoltaic modules (the "**Basic Warranty**"), from an additional service warranty whereby the Promoter, if it chooses to repair or replace affected solar photovoltaic modules under the Basic Warranty, will cover and pay to the Advantage Installer the reasonable, necessary and actual costs of removal and reinstallation by the Advantage Installer of the repaired or replaced solar photovoltaic modules that the Advantage Installer's end-customers would otherwise have to incur, up to €250 for up to 5 PV Modules and €50 per solar photovoltaic module thereafter (the "**Labor Reimbursement Program**", as further described in the "Additional Warranty Cover" section of Exhibit B hereto).

In order to implement the Promoter's Labor Reimbursement Program, the Advantage Installer undertakes to deliver to its end-customers a copy of the Advantage Installer Accreditation certificate, the form of which is attached hereto as Exhibit A, evidencing the Advantage Installer's right to offer the benefit of the Promoter's Labor Reimbursement Program to its end-customers in the conditions mentioned in the preceding paragraph (the "Accreditation certificate"). The Advantage Installer undertakes to not alter in any way, without the Promoter's prior written consent, the form and/or substance of the Accreditation certificate.

In case of installation, by the Advantage Installer, of the Promoter's solar photovoltaic modules at an end-customer's location which is located outside of the jurisdiction where the Advantage Installer is constituted, in violation of the territorial restriction set forth in the preceding paragraph, the Promoter will refuse to honor the terms of the Labor Reimbursement Program, and the Advantage Installer shall indemnify and hold harmless the Promoter and its shareholders, directors, management, administrators, employees, representatives, agents, subcontractors and affiliates, against all loss and liability (including legal costs and fees) suffered as a result of legal actions taken or claims made (even in the absence of legal action taken) against the Promoter by any such end-customer of the Advantage Installer located outside of that jurisdiction.

Upon termination of the Program by the Promoter at its sole discretion, or upon unsubscribing from and deleting of its account by the Advantage Installer, or upon suspension or termination of the Website in the conditions set forth in the Website T&C, the Advantage Installer shall no longer be entitled to designate itself as a Promoter's Advantage Installer, nor to use the Logos or deliver any Accreditation certificate to any end-customers.

5) Compliance with the Promoter's Security and Installation Manual and applicable laws:

Each Advantage Installer will be required to comply with all laws, rules, regulations, decree and professional standards pertaining to installation of solar photovoltaic modules, as in force in its jurisdiction of formation, in relation to promotion, marketing, use, sale and installation of the Promoter's solar photovoltaic modules at end-customers' locations. In addition, each Advantage Installer shall, upon installing such modules, comply in all respect with the Promoter' Safety and Installation Manual, as the same may be updated from time to time by the Promoter and an electronic copy of which is available at https://sunpower.maxeon.com/int/sites/default/files/2020-01/001-15497_REVS%20English%20Version.pdf.

Each Advantage Installer shall be responsible for the quality of the installation and/or maintenance performed by its employees. Therefore, each Advantage Installer shall indemnify and hold harmless the Promoter and its shareholders, directors, management, administrators, employees, representatives, agents, subcontractors and affiliates, against all loss and liability (including legal costs and fees) suffered as a result of legal actions taken or claims made (including claims for application of the Labor Reimbursement Program, and even in the absence of legal action taken) against the Promoter by any end-customer of the Advantage Installer or by any third party alleging damage caused as a result of the installation and/or maintenance of the Promoter's solar photovoltaic modules

installed by the Advantage Installer in such quality resulting from non-compliance, by the Advantage Installer, with the Promoter's Safety and Installation Manual, and/or with any of the abovementioned laws, rules, regulations, decree or professional standards as of the date of the installation and/or maintenance giving rise to such legal action or claims.

The right for the Promoter to seek indemnification from any Advantage Installer in the conditions set forth in the preceding paragraph will be without prejudice of the Promoter's right to unilaterally disqualify the Advantage Installer from the Program for failure to comply with subparagraph (iii) of Section 6) herein, and to seek other redress for the damages suffered by the Promoter. Any such disqualification, once notified by the Promoter in writing to the Advantage Installer, shall have the same effects as set forth in the last paragraph of Section 5 herein.

6) Program's recurring training and testing and other criteria to retain the Advantage Installer status and the prerogatives associated to it:

After being awarded the Advantage Installer status, each Advantage Installer will be required to comply with the requirements listed in the "Criteria to remain in the Program" column set forth in the "Step 2" section of Exhibit B hereto.

Notably, the Advantage Installer hereby acknowledges and agrees that:

- (i) among the requirements to be met by it to retain its Advantage Installer status, it shall sell each semester (prorated from the date it has been awarded Installer status) a volume of the Promoter's solar photovoltaic modules in excess of the minimum threshold set forth in the "Sales Volume" paragraph of the "Step 2" section of Exhibit B hereof, and
- (ii) the actual volume of sales in excess of the minimum threshold referred to in subparagraph (i) above which is realized on any given semester by the Advantage Installer will determine the Advantage Installer tiering category to which it will be assigned by the Promoter on the next semester and the minimum training requirements associated to that category which will have to be complied with by the Advantage Installer on that next semester, as such tiering categories and minimum training requirements attached to them are specified in the table set forth in the "Step 3" section of Exhibit B hereto.

By accepting these AI T&C, the Advantage Installer hereby further acknowledges and agrees that:

- (i) the Promoter may, from time to time during the course of the Program and as part of global changes applicable to all its Advantage Installers, modify or amend the criteria set forth in the "Step 2" and "Step 3" sections of Exhibit B hereto for the purpose of ensuring that the Program will at all time meets its objective described in Section 1 hereof, and
- (ii) any such modification and amendment referred to in subparagraph shall become applicable and binding on the Advantage Installer thirty (30) days after the date they have been notified by the Promoter to the Advantage Installer in writing or through the Website.

Passing rate of each semi-annual test is 80%.

Failure by the Advantage Installer to comply with any of the abovementioned requirements shall result in the disqualification of the Advantage Installer from the Program at the Promoter's discretion. Upon written notification of its disqualification by the Promoter, the Advantage Installer shall no longer be entitled to designate itself as a Promoter's Advantage Installer, nor to use the Logos or offer the benefit of the Labor Reimbursement Program (and, for the avoidance of doubt, deliver any Accreditation Certificate) to any end-customers.

Notwithstanding the above, the Promoter ensures that the Labor Reimbursement Program will benefit to all end-customer whose installation (i) has been completed by the Advantage Installer before the loss of its Advantage Installer status (the date of completion of the installation being registered under the Website); or (ii) has already started and is ongoing at the time the Advantage Installer loses its Advantage Installer status.

The Advantage Installer will be solely responsible of all consequences resulting from the loss of its status of Advantage Installer including, as the case may be, the consequences arising from the fact that the Advantage Installer indicated to the end-customer that he could have him benefit from an Labor Reimbursement Program, whereas he is not able to do so at the end of its installation, due to the loss of its status of Advantage Installer

7) Governing Law and Jurisdiction:

These AI T&C shall be governed by the laws of Switzerland without reference to conflicts of laws principles.

All disputes arising out or in connection with these AI T&C shall be exclusively brought before the Commercial courts of Geneva, Switzerland.

8) FCPA Compliance

The Advantage Installer will comply with the terms of the U.S. Foreign Corrupt Practices Act (the "FCPA") available at <https://www.justice.gov/sites/default/files/criminal-fraud/legacy/2012/11/14/fcpa-english.pdf>, which prohibits the payment or giving of anything of value, either directly or indirectly, to any official of a foreign government, any foreign political party or official thereof, or any candidate for foreign political office, for the purpose of influencing any official action or decision of such person or party, or inducing such person or party to influence any foreign government, to assist in obtaining or retaining business for or with, or directing business to, any person. The Advantage Installer will not take any action that would cause the Promoter to be in violation of the FCPA. The Advantage Installer agrees to immediately notify the Promoter of any request it receives to take any action that might constitute, or be construed as, a violation of the FCPA. The Advantage Installer agrees that it and the Promoter is authorized to take all appropriate actions that it reasonably deems necessary to avoid a violation of the FCPA. The Advantage Installer agrees that it shall keep and maintain accurate books and records as necessary to demonstrate compliance with the foregoing, and that the Promoter may, during the time the Program is effective and for a period of five years following termination of the Program, review or audit such books and records of



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the Advantage Installer. The Advantage Installer also agrees to indemnify, defend, and hold the other Promoter harmless, as well as the Promoter's directors, officers, employees, Distributor, and assigns, against any claim asserted for any liability arising out of violations of the FCPA as a result of its acts or the acts of its directors, officers, employees, agents, associates, or assigns, that occur during the time the Program is effective; such liability shall include, but is not limited to, all damages, costs, fees, and expenses.

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Exhibit A

Copy of the Accreditation certificate

SUNPOWER

ADVANTAGE PROGRAM

ACCREDITATION CERTIFICATE

For the completion of the training curriculum and for having met all requirements, this certificate grants company

[Installer Name]

the title of

SUNPOWER
ADVANTAGE PROGRAM

Advantage
Installer

Valid until

[Date]

In addition to the standard 25 year product and power warranty,

[Installer name]

is entitled to offer additional service warranty coverage¹ from Maxeon Solar Technologies:

Standard Warranty



Power

Higher power output warranted than conventional power warranties: Up to 92% in year 25 depending on the product²



Product

Coverage for defects related to workmanship and materials for 25 years.²



Service

Maxeon Solar Technologies will pay for reasonable, necessary, and actual removal and reinstallation costs of the repaired or replaced PV Module¹

1) If Maxeon Solar Technologies chooses to repair or replace the affected PV Modules, Maxeon Solar Technologies will pay for reasonable transportation costs for: (i) the return of the PV Modules from the place where the affected PV Modules were delivered by SunPower, and; (ii) reasonable and customary transportation costs for reshipment of any repaired or replaced PV Modules to the place where the affected PV Modules were delivered by Maxeon Solar Technologies; Maxeon Solar Technologies will pay for reasonable, necessary, and actual removal and reinstallation costs of the repaired or replaced PV Module up to €250 for up to 5 PV Modules and €50 per PV Module thereafter for a single claim; provided, however, Maxeon Solar Technologies has sole discretion to select the party performing such removal and reinstallation. In order to access the additional service warranty coverage, (i) prior written replacement authorization must be given by Maxeon Solar Technologies, (ii) The certificate must be valid at the date of installation, (iii) This certificate must be kept for the duration of the warranty period and must be presented, along with proof of installation date in addition to other applicable supporting documentation, at time of the warranty claim. (2) Warranty conditions vary per product. Full warranty terms and conditions provided by installer at time of purchase or can be found on our website sunpower.maxeon.com



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Exhibit B

Advantage Installer initial and recurring criteria; Labor Reimbursement Program, Evaluation, Etc.

| Step 1: Sign in to the SunPower Advantage Program | | | | |
|--|---|---|--|--------------------------------------|
| Initial certification | | | | |
| | Criteria to join the program | | Benefits for you | |
| REGISTRATION | Register and accept Terms and Conditions | | You are now enrolled into the program and can access SunPower resources | |
| TRAINING | Complete 4 mandatory trainings TBD (2 webinars + 2 elearnings). | | You will receive the training and program certificates and be entitled to use the SunPower Advantage Installer Logo. Being a SunPower Advantage Installer means that you can offer to your customers the additional warranty components for their complete peace of mind (see note below) | |
| BRANDING | Installers must commit to displaying the SunPower advantage logo on their website (once released) | | You can now showcase your partnership with SunPower | |
| Step 2: Benefit from your SunPower Advantage Program in the long term | | | | |
| Requirement to retain warranty, Brand usage authorisation and dealer locator listing | | | | |
| | Criteria to remain in the program | | Benefits for you | |
| BRANDING | Publish SunPower Advantage logo on your website and post on social media | | Promote the partnership with SunPower on a regular basis to expand your marketshare | |
| SALES VOLUMES | minimum of 9kW sales every 6 months | | Keep the enhanced warranty benefits and on top of that earn points to order new sales tools and apparel | |
| CUSTOMER SATISFACTION | Zero customer complaints | | SunPower is a synonym of quality and we want to ensure the best experience for our customers by working with competent installers that provide great service. Make sure your customers are satisfied by their installation is the to generate referrals to help your business growing | |
| TRAINING | Installers should take at least 1 training per semester •Either by attending a live training event face 2 face •Or Taking a webinar recording | | Seminars, webinars, elearnings and videos: over 2,000 installers across the globe attend our SunPower Training programs annually. Are keen to find out about the latest technologies? Develop your skills and qualifications to achieve greater success through improved know-how thanks to our resources. | |
| Additional Warranty Cover | | | | |
| 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 were delivered by SunPower, and; (ii) reasonable and customary transportation costs for reshipment of any repaired or replaced PV Modules to the place where the affected PV Modules were delivered by SunPower; SunPower will pay for reasonable, necessary, and actual removal and reinstallation costs of the repaired or replaced PV Module up to €250 for up to 5 PV Module thereafter for a single claim; provided, however, SunPower has sole discretion to select the party performing such removal and reinstallation | | | | |
| Upon passing the criteria for granting of additional warranty cover, the participant will receive a certificate valid for the following evaluation period [with an expiry either at the end of June or end of January] as customer proof of eligibility for the Labor Reimbursement Program. This will be renewed only if the participant continues to meet the relevant criteria | | | | |
| Step 3. EVALUATION | | | | |
| Evaluation periods run from 1st Jan to 30th June and 1st July to 31st December: The evaluation of the first semester results will take place in July, the evaluation for the second semester results in January of the following year | | | | |
| If the Installer is unable to regain and complete the then-current requirements for the program by the new evaluation date of June 30 or December 31, whichever occurs first, then SunPower will remove access to the brand, warranty enhancement and installer locator listing and will not issue a certificate for the following six months: the installer will remain in the program for the purposes of communication and can earn reinstatement by completing the requirements. At evaluation we will define installers into tiers based on the criteria below | | | | |
| | Branding | Sales Volumes - per Semester (pro rated from date of joining the program) | Customer satisfaction | Training |
| SunPower Advantage installer | As above | 10kW (any product) | As above | As above |
| SunPower Advantage Gold Installer | As above | 100kW of any product or 60kW of Maxeon product | As above | Minimum two trainings per Semester |
| SunPower Advantage Platinum installer | As above | 400kW of any product or 250kW of Maxeon product | As above | Minimum three trainings per Semester |

Warranty for Maxeon PV Modules / SPR-MAX, SPR-E and SPR-X Residential

This Limited Warranty is effective for Maxeon Solar photovoltaic modules for residential installation with SPR-MAX, SPR-E or SPR-X in the product model number and sold after July 1, 2020. Maxeon Solar photovoltaic modules which include COM or AC in the model number are covered by a different warranty.

1. Limited Warranty

Subject at all times to the terms and conditions as set out in this Limited Warranty, Maxeon Solar Pte. Ltd (“Maxeon Solar”) warrants that for 25 years beginning on the Warranty Start Date¹ (the “Warranty Period”), its photovoltaic modules specified above (“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 Power² 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 Maxeon Solar (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, Maxeon Solar 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 contact Maxeon Solar directly at the contacts shown below. Upon receipt of a claim, Maxeon Solar may require additional information regarding the claim, which may include, without limitation, applicable warranty registration information, itemized proof of purchase and/or delivery, installation, serial and model numbers, and evidence regarding the basis of claim. All Maxeon Solar 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 Maxeon Solar.

For any valid claim, Maxeon Solar 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 Maxeon Solar elects to repair or replace the affected PV Modules, Maxeon Solar will pay for: (i) reasonable and customary transportation costs for the return of the PV Modules from the place where the affected PV Modules were delivered by Maxeon Solar, and; (ii) reasonable and customary transportation costs for reshipment of any repaired or replaced PV Modules to the place where the affected PV Modules were delivered by Maxeon Solar.

In the event Maxeon Solar elects to replace any PV Module, Maxeon Solar 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, Maxeon Solar may either refund the original purchase price, or refund the amount equal to the original purchase price multiplied by the difference between the Guaranteed Peak Power percentage and the actual power output percentage; provided, however, the original purchase price shall be prorated at 4.75% per year starting five years after the Warranty Start Date.

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 (not including Trackers), the Warranty Period shall be limited to 12 years.
- d) PV Modules may be used with floating mounting system with written approval from Maxeon Solar
- e) In cases of PV Module replacement, any replaced PV Module shall pass into the ownership of Maxeon Solar.

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

² “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/m² irradiance, AM1.5, 25C. SOMS current, LACCS FF and Voltage from NREL calibration), as described in IEC61215, measured per IEC60904, and accounting 3% measurement tolerance. Maxeon Solar modules shall, in any event, require a sweep rate of no less than 200ms to ensure an accurate power measurement. Maxeon Solar 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 Maxeon Solar installation instructions and operations and maintenance instructions of any type (as may be amended and updated from time to time at Maxeon Solar'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 Solar; (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, biological activity, or industrial chemical exposure; (vii) glass breakage from impact or other events outside Maxeon Solar'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 Maxeon Solar'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 Maxeon Solar.

Maxeon Solar 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 Maxeon Solar.

5. Assignment and Transfer of Warranty

This Limited Warranty is fully assignable and transferable provided that the warranty holder provides notice to Maxeon Solar 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 MAXEON SOLAR ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, MAXEON SOLAR 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 SOLAR 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. MAXEON SOLAR'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO MAXEON SOLAR 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.

Warranty for Maxeon PV Modules / SPR-MAX, SPR-E and SPR-X Commercial

This Limited Warranty is effective for Maxeon Solar photovoltaic modules for commercial installation with SPR-MAX, SPR-E or SPR-X and COM in the product model number and sold after July 1, 2020.

1. Limited Warranty

Subject at all times to the terms and conditions as set out in this Limited Warranty, Maxeon Solar Pte. Ltd (“Maxeon Solar”) warrants that for 25 years beginning on the Warranty Start Date¹ (the “Warranty Period”), its photovoltaic modules specified above (“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 Power² 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 Maxeon Solar (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, Maxeon Solar 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 contact Maxeon Solar directly at the contacts shown below. Upon receipt of a claim, Maxeon Solar may require additional information regarding the claim, which may include, without limitation, applicable warranty registration information, itemized proof of purchase and/or delivery, installation, serial and model numbers, and evidence regarding the basis of claim. All Maxeon Solar 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 Maxeon Solar.

For any valid claim, Maxeon Solar 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 Maxeon Solar elects to repair or replace the affected PV Modules, Maxeon Solar will pay for: (i) reasonable and customary transportation costs for the return of the PV Modules from the place where the affected PV Modules were delivered by Maxeon Solar, and; (ii) reasonable and customary transportation costs for reshipment of any repaired or replaced PV Modules to the place where the affected PV Modules were delivered by Maxeon Solar.

In the event Maxeon Solar elects to replace any PV Module, Maxeon Solar 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, Maxeon Solar may either refund the original purchase price, or refund the amount equal to the original purchase price multiplied by the difference between the Guaranteed Peak Power percentage and the actual power output percentage; provided, however, the original purchase price shall be prorated at 4.75% per year starting five years after the Warranty Start Date.

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 (not including Trackers), the Warranty Period shall be limited to 12 years.
- d) PV Modules may be used with floating mounting system with written approval from Maxeon Solar
- e) In cases of PV Module replacement, any replaced PV Module shall pass into the ownership of Maxeon Solar.

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

² “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/m² irradiance, AM1.5, 25°C. SOMS current, LACCS FF and Voltage from NREL calibration), as described in IEC61215, measured per IEC60904, and accounting for 3% measurement tolerance. Maxeon Solar modules shall, in any event, require a sweep rate of no less than 200ms to ensure an accurate power measurement. Maxeon Solar 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 Maxeon Solar installation instructions and operations and maintenance instructions of any type (as may be amended and updated from time to time at Maxeon Solar'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 Solar; (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, biological activity, or industrial chemical exposure; (vii) glass breakage from impact or other events outside Maxeon Solar'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 Maxeon Solar'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 Maxeon Solar.
- f) PV Modules which 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.

Maxeon Solar 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 Maxeon Solar.

5. Assignment and Transfer of Warranty

This Limited Warranty is fully assignable and transferable provided that the warranty holder provides notice to Maxeon Solar 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 MAXEON SOLAR ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, MAXEON SOLAR 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 SOLAR 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. MAXEON SOLAR'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO MAXEON SOLAR 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.

Warranty for Performance PV Modules / SPR-P3 Residential

This Limited Warranty is effective for Maxeon Solar photovoltaic modules for residential installation with SPR-P3 in the product model number and sold after July 1, 2020. Maxeon Solar photovoltaic modules which include COM in the model number are covered by a different warranty.

1. Limited Warranty

Subject at all times to the terms and conditions as set out in this Limited Warranty, Maxeon Solar Pte. Ltd (“Maxeon Solar”) warrants that for 25 years beginning on the Warranty Start Date¹ (the “Warranty Period”), its photovoltaic modules specified above (“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 97.5% of the Minimum Peak Power² rating for the first year, and will decline by no more than 0.5% 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 85.5% 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 Maxeon Solar (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, Maxeon Solar 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 contact Maxeon Solar directly at the contacts shown below. Upon receipt of a claim, Maxeon Solar may require additional information regarding the claim, which may include, without limitation, applicable warranty registration information, itemized proof of purchase and/or delivery, installation, serial and model numbers, and evidence regarding the basis of claim. All Maxeon Solar 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 Maxeon Solar.

For any valid claim, Maxeon Solar 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 Maxeon Solar elects to repair or replace the affected PV Modules, Maxeon Solar will pay for reasonable and customary transportation costs for: (i) the return of the PV Modules from the place where the affected PV Modules were delivered by Maxeon Solar, and; (ii) reshipment of any repaired or replaced PV Modules to the place where the affected PV Modules were delivered by Maxeon Solar.

In the event Maxeon Solar elects to replace any PV Module, Maxeon Solar 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, Maxeon Solar may either refund the original purchase price, or refund the amount equal to the original purchase price multiplied by the difference between the Guaranteed Peak Power percentage and the actual power output percentage; provided, however, the original purchase price shall be prorated at 4.75% per year starting five years after the Warranty Start Date.

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) PV Modules may be used with floating mounting system with written approval from Maxeon Solar
- e) In cases of PV Module replacement, any replaced PV Module shall pass into the ownership of Maxeon Solar.

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

² “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/m² irradiance, AM1.5, 25C. SOMS current, LACCS FF and Voltage from NREL calibration), as described in IEC61215, measured per IEC60904, and accounting 3% measurement tolerance. Maxeon Solar modules shall, in any event, require a sweep rate of no less than 200ms to ensure an accurate power measurement. Maxeon Solar 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 Maxeon Solar installation instructions and operations and maintenance instructions of any type (as may be amended and updated from time to time at Maxeon Solar'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 Solar; (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, biological activity, or industrial chemical exposure; (vii) glass breakage from impact or other events outside Maxeon Solar'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 Maxeon Solar'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 Maxeon Solar.
- f) Maxeon Solar modules which include "COM" in the model number.

Maxeon Solar 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 Maxeon Solar.

5. Assignment and Transfer of Warranty

This Limited Warranty is fully assignable and transferable provided that the warranty holder provides notice to Maxeon Solar 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 MAXEON SOLAR ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, MAXEON SOLAR 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 SOLAR 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. MAXEON SOLAR'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO MAXEON SOLAR 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.

Warranty for Performance PV Modules / SPR-P3 Commercial

This Limited Warranty is effective for Maxeon Solar photovoltaic modules for commercial installations with SPR-P3 and COM in the product model number and sold after July 1, 2020.

1. Limited Warranty

Subject at all times to the terms and conditions as set out in this Limited Warranty, Maxeon Solar Pte. Ltd (“Maxeon Solar”) warrants that for 25 years beginning on the Warranty Start Date¹ (the “Warranty Period”), its photovoltaic modules specified above (“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 97.5% of the Minimum Peak Power² rating for the first year, and will decline by no more than 0.5% 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 85.5% 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 Maxeon Solar (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, Maxeon Solar 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 contact Maxeon Solar directly at the contacts shown below. Upon receipt of a claim, Maxeon Solar may require additional information regarding the claim, which may include, without limitation, applicable warranty registration information, itemized proof of purchase and/or delivery, installation, serial and model numbers, and evidence regarding the basis of claim. All Maxeon Solar 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 Maxeon Solar.

For any valid claim, Maxeon Solar 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 Maxeon Solar elects to repair or replace the affected PV Modules, Maxeon Solar will pay for reasonable and customary transportation costs for: (i) the return of the PV Modules from the place where the affected PV Modules were delivered by Maxeon Solar, and; (ii) reshipment of any repaired or replaced PV Modules to the place where the affected PV Modules were delivered by Maxeon Solar.

In the event Maxeon Solar elects to replace any PV Module, Maxeon Solar 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, Maxeon Solar may either refund the original purchase price, or refund the amount equal to the original purchase price multiplied by the difference between the Guaranteed Peak Power percentage and the actual power output percentage; provided, however, the original purchase price shall be prorated at 4.75% per year starting five years after the Warranty Start Date.

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 (not including Trackers), the Warranty Period shall be limited to 12 years.
- d) PV Modules may be used with floating mounting system with written approval from Maxeon Solar
- e) In cases of PV Module replacement, any replaced PV Module shall pass into the ownership of Maxeon Solar.

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

² “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/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. Maxeon Solar modules shall, in any event, require a sweep rate of no less than 200ms to ensure an accurate power measurement. Maxeon Solar can provide a detailed testing procedure or a list of recognized testing agencies upon request.

4. Exclusions and Limitations

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- 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 Maxeon Solar installation instructions and operations and maintenance instructions of any type (as may be amended and updated from time to time at Maxeon Solar'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 Solar; (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, biological activity, or industrial chemical exposure; (vii) glass breakage from impact or other events outside Maxeon Solar'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.
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- 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 Maxeon Solar.
- f) PV Modules which 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.

Maxeon Solar 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 Maxeon Solar.

5. Assignment and Transfer of Warranty

This Limited Warranty is fully assignable and transferable provided that the warranty holder provides notice to Maxeon Solar 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 MAXEON SOLAR ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, MAXEON SOLAR 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 SOLAR 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. MAXEON SOLAR'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO MAXEON SOLAR 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

FROM MAXEON SOLAR TECHNOLOGIES

Exhibit C

Branding and Co-Marketing Guidelines



Branding and Co-Marketing Guidelines

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Overview

This document contains marketing guidelines for **SunPower Advantage Installers**. It should be used as a reference whenever you are developing any communications that include SunPower products. The consistent representation of our brand is very important. As it is impossible to determine every situation where the logo or SunPower product information might be used, there may be times when you have a question not answered within these guidelines. Please contact marketing.EMEA@maxeon.com.

Technology Leadership

Delivering exceptional solar for every need.

Vast rooftops without a vast budget? Tight on space, but big on energy demands? Whatever your customer's unique energy needs, SunPower technology is the answer. SunPower's robust panel portfolio offers an impressive range of powerful solutions, each designed for optimal performance, maximum savings and long-term reliability.

SUNPOWER® | MAXEON®

FUNDAMENTALLY DIFFERENT. AND BETTER.



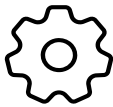
#1 SOLAR PANEL EFFICIENCY

in the market¹, fitting more energy
in less space



#1 LOWEST DEGRADATION RATE

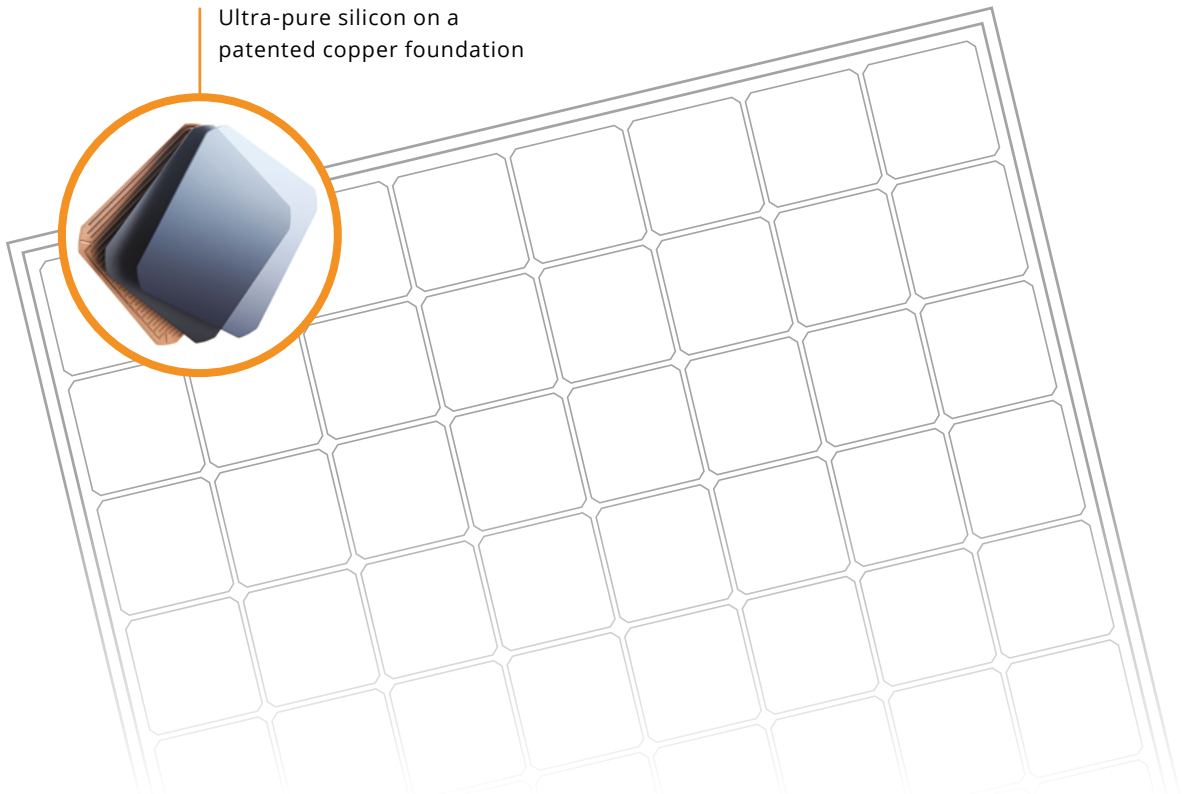
in the solar industry²



#1 IN DURABILITY³

with an expected 40 year useful life⁴

Ultra-pure silicon on a
patented copper foundation



¹ Based on search of datasheet values from websites of top 20 manufacturers per IHS, as of May 2019.

² Jordan, et al, "Robust PV Degradation Methodology Application" PVSC 2018 and "Compendium of Photovoltaic Degradation Rates" PiP 2016.

³ Jordan, et. al. Robust PV Degradation Methodology and Application. PVSC 2018

⁴ SunPower Module 40-year Useful Life. SunPower whitepaper. 2013.

SUNPOWER® | PERFORMANCE

MAKING THE CONVENTIONAL, EXCEPTIONAL.

2.0

2.0 GW PRODUCED

making it the industry's most deployed shingled cell technology



MORE LIFETIME ENERGY

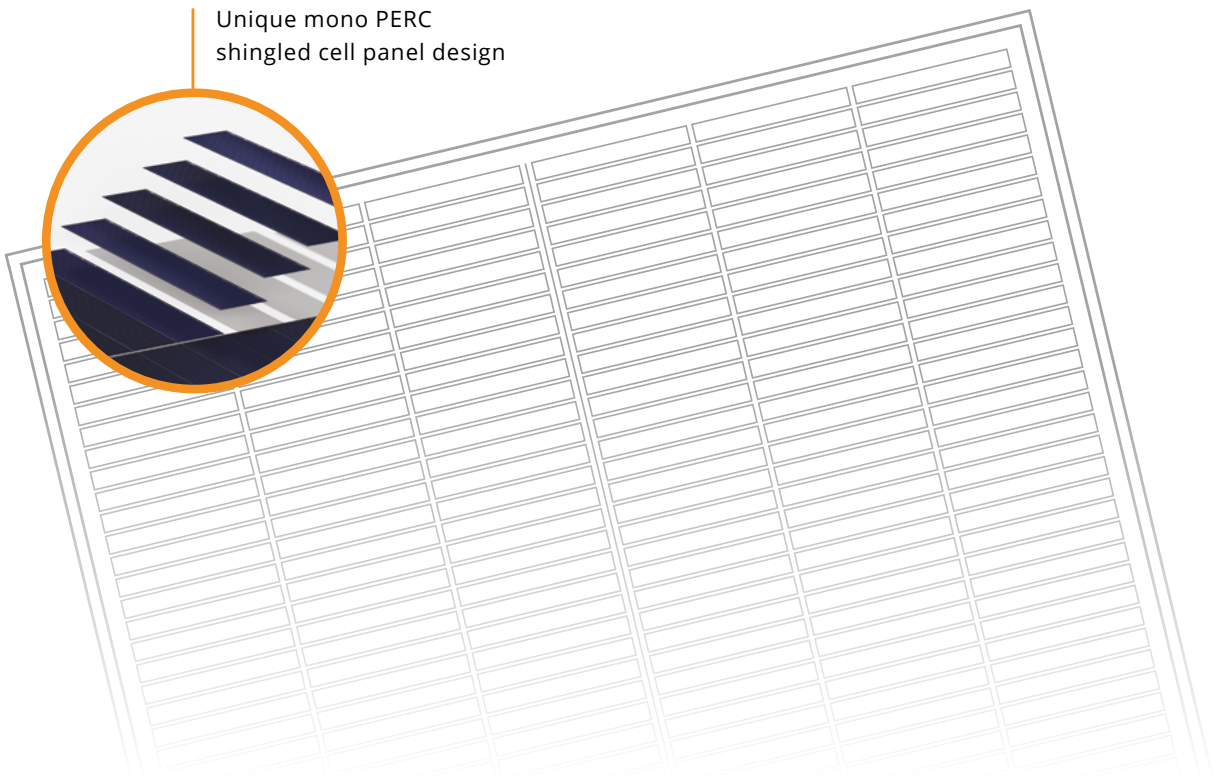
specially engineered encapsulant better protects cells in high-humidity climates



30+ YEARS MANUFACTURING EXPERTISE

for proven reliability while minimising upfront costs

Unique mono PERC
shingled cell panel design



SunPower Logo: Introduction

Please use the following pages as a guide for how to use SunPower's logos and product line logos. Consistent application of our brand identity helps to communicate the value of the brand and ensures best possible results.

Logo Clear Space

Clear space

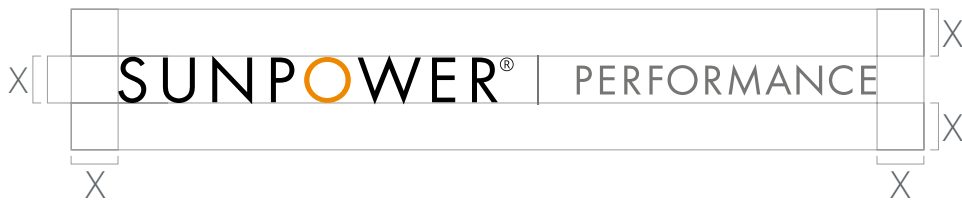
The clear space around the logo is an essential part of its design. To ensure prominence and clarity for the SunPower®, Maxeon® and Performance logos, it is important to maintain adequate clear space around them, free from distraction by other visual elements.

Logo construction and proportions

When reducing or enlarging the SunPower®, Maxeon® and Performance logos for a purpose in which it is not practical to use the digital file (such as signage preparation), use these construction proportions to maintain logo consistency.

Logo Clear Space

The clear space around the logotype is equal to the height of the logotype. The logo must constrain to the proportions indicated by the value X, which is the CAP height of the logotype “SunPower®”.



Logo Usage

Vertical Logo



Horizontal Logo



Vertical Logo



Horizontal Logo



Tips

- SunPower is always written with a capital S and a capital P.
- SunPower's corporate typefaces are Open Sans and Calibri.
- Try to avoid using more than three font weights in any one piece.
- SunPower icons, charts and graphs are to be used as just that, not as decoration.
- The more white space, the better—let the information breathe. It is more appealing to the eye than a cluttered space, and provides a focal point for your audience.

Common Mistakes

Using phrases that diminish the SunPower brand:

- Even with all the trademark descriptions, it's easy to want to use phrases such as "Power of the Sun," "Powered by the Sun," "Power from the Sun," "Harnessing the Sun's Power," etc. This dilutes our brand's value and its usage makes us run the risk of losing our trademark. PLEASE DO NOT USE.

Using the SunPower logo instead of text in a headline:

- **Incorrect**
SUNPOWER® panels are engineered to operate flawlessly in real-world environments.
- **Correct**
SunPower® panels are engineered to operate flawlessly in real-world environments.

Using bold text:

- In general, we do not use bold text to call out or highlight anything. If it is for legibility purposes, it can be considered, but keep to mostly standard text thickness.

Brand Voice

SunPower's voice is approachable and bold—we are not just the technology, but the hands that created the panels, the inspired engineers who designed the cells, and the passionate sales people who want to help customers find the best solar solution.

Our personality traits are the pillars of our brand voice— they reflect who we are and who we aspire to be.

Optimistic

Our spirit is positive and our purpose is clear—we're changing the way our world is powered. We're confident, not brash. We're upbeat, not gloomy. We never take cheap shots or dwell on the negatives. Our customers believe in us, and we work hard to never let them down.

Genuine

We believe solar makes a difference in the world—from helping the environment to saving our customers money. Our voice reflects this belief, highlighting our humanity. We are friendly, caring and empathetic.

Accessible

We strive to make the complex simple—in an industry filled with confusing, technical jargon, our voice is clear and easy to understand. We share stories, not lectures. Benefits, not stats. Our tone is always smart and approachable, never talking over the heads of our audience.

Committed

SunPower is here to stay—while other solar providers may come and go, our customers know that we'll always be there to support them. Our voice is strong. Our vision focused. Our demeanor reassuringly mature.

Pioneering

Ours is the voice of experience—a self-assuredness that lets us be informative and accessible at once. We're forward-thinking and inventive. Confident and driven. And after 30 years of breaking records, we have no intention of resting on our laurels.

Brand Voice: Examples

On Brand

Build a brighter future and enjoy your savings right away.

(Feels optimistic and covers two benefits: financial and emotional.)

A total eclipse of conventional solar.

(More dynamic and emotional.)

No other solar panels generate so much energy. Or envy.

(Covers benefits in an engaging way.)

Our solar panels always face the future.

(Claims innovations, but with a smile.)

Solar You Can Believe In

SunPower® technology is different, and better.

Fundamentally different. And better.
Making the conventional, exceptional.

Uncompromised Quality,
Exceptional Value

Incorrect Usage

Start saving right away.

(Flat and uninspired.)

Sign up now and get zero down.

(Flat and generic.)

Our panels are better than others.

(Too self-centered and confrontational.)

We make the best-looking solar panels available.

(Flat and abrupt.)

SunPower innovations are cutting edge.

(Uninspired and clichéd.)

Introduction

The following pages can be used as a guide to better understand how to use the SunPower Advantage Installer logos. We will go through the options and uses in the following pages.

Black Version

The logos below are the black versions of the SunPower Advantage Installer logos.

Vertical Logo



Horizontal Logo



White Version

The logos below are the white versions of the SunPower Advantage Installer logos.

Vertical Logo



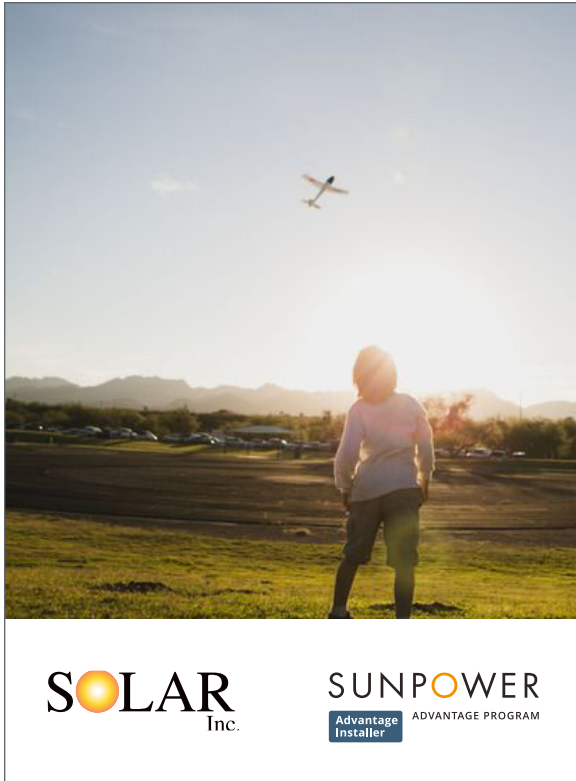
Horizontal Logo



Usage Guidance

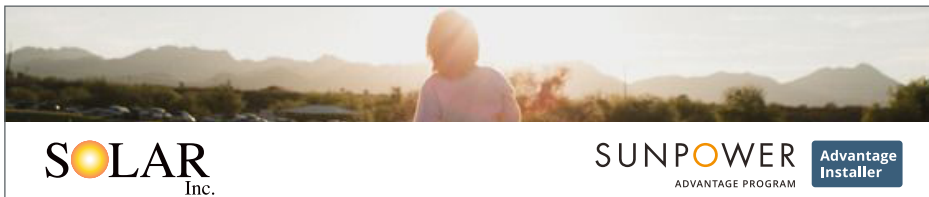
When to use the vertical logo

Use the vertical configuration of the logo in layouts where there is an abundance of space for placement.



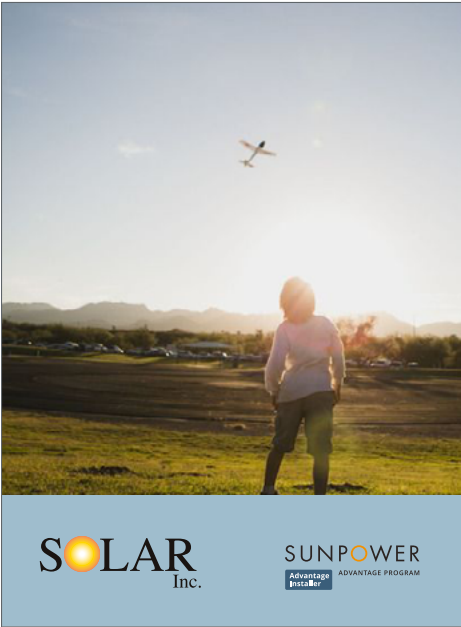
When to use the horizontal logo

Use the horizontal configuration of the logo where there is a lack of space in horizontal layouts.

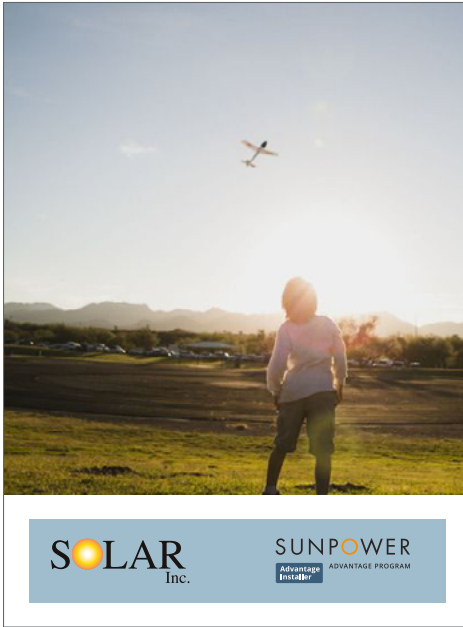


Usage Guidance

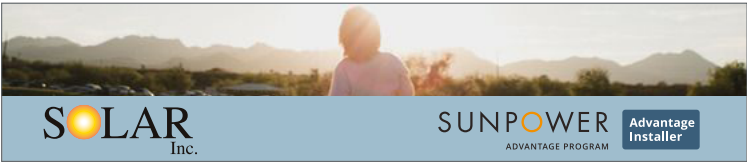
Correct Usage



Incorrect Usage



Correct



Incorrect



Note: NEVER place any configuration of the logo in a box



Logo Clear Space

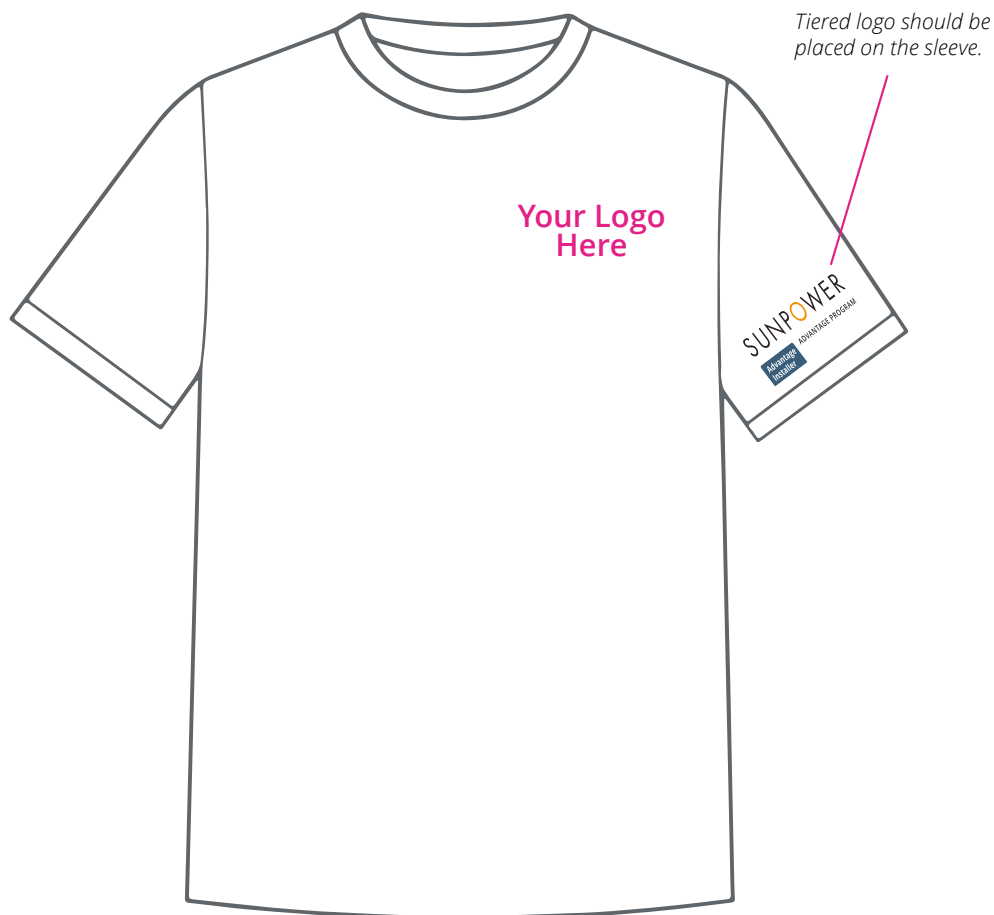
The examples below illustrate the minimum amount of space around the SunPower logos that should remain free of any images, type or edges of the design. The clear space around the logotype is equal to the height of the logotype. The logo must constrain to the proportions indicated by the value X, which is the CAP height of the logotype.



Apparel Examples

Co-branded Installer Apparel

The examples below illustrate how a Installer uniform can be co-branded with the SunPower Advantage Installer logo and your logo. When worn together, your logo should be displayed on the front of the shirt, while the SunPower Advantage Installer logo should be displayed on the sleeve.



Social Media & Blog

Please follow our [SunPower Global Facebook](#), [Linkedin](#) and [Instagram](#) pages to keep up to date on the latest news and stories from SunPower. We post multiple times a week, and also aim to update our new blog on a monthly basis at <https://sunpower.maxeon.com/int/>. On our blog, we post articles featuring company news, educational pieces about solar energy and thought leadership pieces that help establish SunPower as a respected voice in the industry.

This content is created for you to share across your own social channels and incorporate into your other marketing efforts.

As you read our content, take note of the tone and voice we use to communicate with our social fans and followers. While you, of course, will want to be authentic in your communication style on your own social channels, following our lead when appropriate will help SunPower maintain a more consistent online brand identity.

Here's a chart with some quick tips to explain the primary differences between the social channels and the types of content that are generally most effective to share on each one. Note that social is a constantly evolving medium, and what works in one market might not always work in another. Know your customers and your market and adjust accordingly.

| | Description | Type of Content | Topics to Share | How to Engage w/SunPower |
|----------------------|--|---|---|---|
| Facebook | Channel to connect & share w/ network | Photos, videos, article links of residential & commercial success stories | SunPower news, local company events, solar facts & milestones, why solar? | Share + comment on our posts, share positive and personal solar stories |
| SunPower Blog | Articles about company, solar, sustainability issues | Text, video infographics | Blog posts | Click the share icons on the blog, share blog links on all other channels |

Social Media & Blog Quick Tips

Do's

- Show solar installs on a sunny blue-sky day if possible. No one likes to share a photo of a rainy, gloomy, cloudy, dark and stormy image.
- Make sure your images are sharply in focus.
- Showcase the brand logo front and center if possible, i.e., a booth at a public event.
- Include people's faces [if you have their permission – do not show photos of children (under the age of 18) unless you have permission from their parents].
- Showcase the product. Make sure panels look their best.
- Explain what's in the photo if it's not obvious. Don't leave people guessing. (Some people might not know what an inverter box is or does.)
- Make sure your image is cropped to the optimal size requirements for the social channel you're using. Channels routinely change their size requirements, so check online for the most current information.
- Consider posting short videos featuring a customer or employee (with their permission) saying why they like solar or sharing an interesting educational factoid about solar.
- Tag SunPower Global in your social posts.
- Share SunPower Global's content.
- We are always looking for new case studies to feature on our website and in social media.
- Share your customer story with us and we will get in touch with you for additional information.

Don'ts

- Show large groups of people without a focal point of the picture.
- Crop oddly: cut off signage, people's heads, body parts etc.
- Post photos of people where their faces are easily identified without their permission.
- Post photos of children without explicit permission from their parent(s).
- Post pictures of unsafe or illegal situations (i.e., an installer on a roof without proper safety gear).
- Overuse large group shots.
- Post pictures of dirty or damaged panels.
- Post videos longer than 2 minutes.
- Post videos with inaudible sound or with jerky, unsmooth motion and poor focus.
- NO images of people walking on panels; such behaviour voids our warranty.

Submit or share this link to submit your stories: <https://bit.ly/2TEAMdj>

Quick Tips for Project Photography

Visual Guidance

- Time-of-day is key for capturing all exteriors of commercial, residential and utility architecture and solar systems. A high flat light in the middle of the day will make the subject appear lifeless and lacking color. Try to shoot systems in morning and late afternoon periods to capture “magic hour” optimum lighting opportunities.
- Finding incident angle lighting on panel surfaces can be a useful means to bring life to subject matter.
- To support our sustainability advantage, try to find perspectives that show our systems in harmony with natural elements and environments.
- Make sure panels are clean.
- Tidy the space (e.g., remove any vehicles, ladders, miscellaneous boxes, or construction materials).
- Make sure installers wear proper safety equipment, gloves and your branded apparel.



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SOLAR TECHNOLOGIES