

#### **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" productline 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 <a href="Exhibit A">Exhibit A</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' 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") https://www.justice.gov/sites/default/files/criminalavailable at 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



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.



#### **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



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 coverage<sup>1</sup> from Maxeon Solar Technologies:

Standard Warranty

Labour Reimbursement Program



Power

Higher power output warranted than conventional power warranties: Up to 92% in year 25 depending on the product<sup>2</sup>



Product

Coverage for defects related to workmanship and materials for 25 years.<sup>2</sup>



Service

Maxeon Solar Technologies will pay for reasonable, necessary, and actual removal and reinstallation costs of the repaired or replaced PV Module<sup>1</sup>

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 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 Modules up €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



<u>Exhibit B</u>					
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 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 4 mandatory trainings TBD (2 webinars + 2 e learnings). TRAINING complete peace of mind (see note below) Installers must commit to displaying the SunPower advantage logo on their website BRANDING 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				
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 synomym 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, SunPower will pay for reasonable, necessary, and actual removal and reinstallation costs of the repaired or replaced 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 Date<sup>1</sup> (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 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 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.

<sup>&</sup>lt;sup>1</sup> "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.

<sup>&</sup>lt;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/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. NOTWITSTANDING 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 Date<sup>1</sup> (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 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 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.

<sup>&</sup>lt;sup>1</sup> "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.

<sup>&</sup>lt;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/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

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. NOTWITSTANDING 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 Date<sup>1</sup> (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 Power<sup>2</sup> 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.

<sup>&</sup>lt;sup>1</sup> "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.

<sup>&</sup>lt;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/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. NOTWITSTANDING 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 Date<sup>1</sup> (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 Power<sup>2</sup> 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.

<sup>&</sup>lt;sup>1</sup> "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.

<sup>&</sup>lt;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/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

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. NOTWITSTANDING 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.



#### **Exhibit C**

**Branding and Co-Marketing Guidelines** 

# SUNPOWER BRAND GUIDELINES



SUNPOWER

FROM MAXEON SOLAR TECHNOLOGIES

### TABLE OF CONTENTS

- Overview
- Company Background
- Brand Voice
- Technology Leadership
- Act and Interact on Social Media
- SunPower Branding
- Advantage Installer Branding and Logos
- Logo Usage Guidance
- Resources and Links

### **OVERVIEW**



This document contains marketing guidelines for SunPower Advantage Installers. It should be used as a reference when developing communications that feature SunPower products. Accurate representation of the SunPower brand is very important and ensures a consistent experience for customers and Advantage Installers worldwide.

As such, please see that these guidelines are shared with your marketing and communications teams, as well as any third-party resources (such as writers or graphic designers) that work on your marketing materials.

Remember, you are legally responsible for your materials and any claims you make.



## WHO IS MAXEON SOLAR TECHNOLOGIES?



# maxeon

#### THE COMPANY BEHIND THE PRODUCT

Maxeon Solar Technologies is the company that designs, manufactures and sells SunPower brand solar panels. You may see this brand mark from time-to-time, but it is mainly used when interfacing with our employees and company investors. It's not a customer-facing brand, and therefore, for the purposes of these guidelines, is something that should not be used in your marketing materials.

# SUNPOWER

#### THE PRODUCT SOLD TO CUSTOMERS

SunPower solar panels are what is designed, manufactured and sold by Maxeon Solar Technologies. Considering the proven track record and brand recognition of SunPower solar panels around the world, we continue to employ the SunPower brand as the customer-facing representation of our products. For the purposes of these guidelines, all of your customer-facing communications featuring SunPower products, will leverage a variation of the SunPower brand mark.

## WHO IS MAXEON SOLAR TECHNOLOGIES?



Maxeon Solar Technologies was launched as an independent company in 2020 following its spin-off from SunPower Corporation; and continues to build upon a 35-year foundation of solar technology innovation that began with the founding of SunPower Corporation in 1985.

Maxeon Solar Technologies designs, manufactures and sells SunPower brand solar panels in more than 100 countries around the world. Our flagship SunPower Maxeon solar panels reach record-setting efficiency and unmatched reliability, while our SunPower Performance solar panels offer reliability and output superior to conventional solar panels.

Maxeon Solar Technologies product lines are deployed at some of the highestperforming solar power plants around the world and are installed on residential and commercial rooftops by a global network of more than 1,100 trusted partners and distributors.

In addition, Maxeon Solar Technologies is the exclusive supplier of SunPower solar panels to SunPower Corporation in the United States.



## WHO IS MAXEON SOLAR TECHNOLOGIES?



- Built from **35 years** of boundary-pushing solar DNA, Maxeon Solar Technologies was launched in 2020 as an independent company following its spin-off from US-based SunPower Corporation.
- Headquartered in Singapore, <u>Maxeon Solar Technologies</u> operates the SunPower brand in all global markets except the United States and Canada.
- Maxeon Solar Technologies is a publicly listed company on the NASDAQ stock exchange (MAXN).
- Maxeon has **5,000 global employees across 14 countries**.
- Maxeon has shipped its solar panel technology to more than **100 countries** since January 2018.
- A network of >1,100 Authorised SunPower sales and installation partners in Europe, Oceania, Japan and the Americas deploy SunPowerbranded panels throughout the world.
- More than **300,000 customers** power their homes and businesses with SunPower panels outside the United States.
- More than **36 million SunPower solar panels** have been installed since 1985.
- **5 GW of solar** power plants across 6 continents run on SunPower solar panels.



# OUR BRAND VOICE



The way we use language is called our **brand voice**.

Your organization has its own distinct brand voice that's infused in all your communications with customers, suppliers, partners and other stakeholders.

We see our brand voice as a powerful means for bringing Maxeon Solar Technologies and the SunPower products we make to life. It's how we use language to express who we are; and serves as the foundation of all our communications. The Maxeon brand voice captures our unique personality, demonstrates our authenticity and sets us apart from our competitors.

While our brand voices are unique to our respective organizations, as an ambassador of the SunPower brand, we do encourage you to recognize how your communications reflect elements of our brand voice when you're selling SunPower products.

The following qualities may help inject some elements of our brand voice into your written and spoken communications.



# A VISIONARY GLOBAL LEADER





#### **WE ARE VISIONARY**

Every day, we push the boundaries of solar innovation. Our voice is bold and courageous, confident that we'll achieve our mission of a world without climate change. We speak with the enthusiasm and fearlessness of a pioneer; and are always optimistic about the positive changes our efforts create. The way we communicate is clear, intelligent, sometimes scientific, but never arrogant or hard to understand.



#### **WE ARE GLOBAL**

Maxeon Solar Technologies employees, partners and customers are a global family that thrives together, and our voice is respectful of all nationalities. We understand the big picture, yet often speak from a local perspective. Our communications convey transparency and inclusiveness, always aiming to unite and never divide. And since our message is often translated into many languages, our voice is always simple, elegant and uncluttered.



#### **WE ARE A LEADER**

We hold ourselves to a higher standard for the SunPower products we make, and in the way we communicate. We speak with a voice of leadership that comes from 35+ years of industry experience, and always represent ourselves, our partners and our customers with integrity. Our communications capture a restless curiosity and the constant motivation to always improve ourselves, our products and our world. As a global solar leader, we confidently raise the bar for the entire solar industry.

## BRAND VOICE EXAMPLES





#### On Brand

We give people everywhere the power to make a positive impact on our world.

Taking solar to new heights.

Staying ahead of the curve.

Panels as clean as the energy they produce.

Finally. Home solar that works harder. And smarter.

Powerfully Simple.

Maximise your savings, and minimise your headaches.

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.)

SunPower solar panels always face the future. (Claims innovations, but with a smile.)



#### **Incorrect Usage**

Start saving right away. (Flat and uninspired.)

Sign up now and get zero down. (Flat and generic.)

SunPower is the best-looking solar panel available. (Flat and abrupt.)

SunPower innovations are cutting edge. (Uninspired and clichéd.)



### 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 has the answer. Our robust SunPower panel portfolio offers an impressive range of powerful solutions, delivering more lifetime energy, proven reliability and trusted durability.

The following pages highlight some of inherent differentiation you can use to communicate the unique value propositions of SunPower Maxeon and SunPower Performance solar panels in your marketing materials.

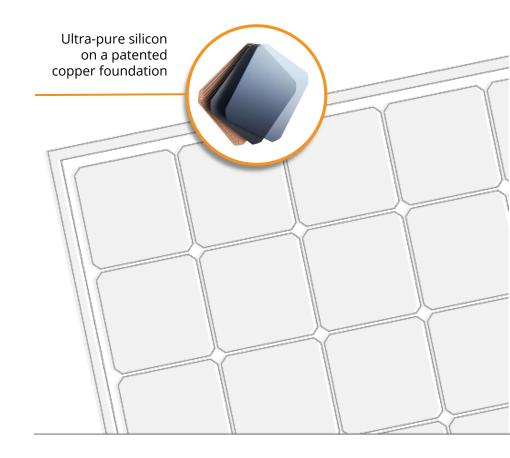




# SUNPOWER | MAXEON

### Fundamentally different, and better

Our flagship product line, record-setting SunPower Maxeon panels ensure customers have the very best solar for their home or business. SunPower Maxeon line panels—now entering their fifth design generation—offer the highest energy in a given space, unmatched reliability, best-in-class aesthetics and the solar industry's leading warranty. SunPower Maxeon panels have also pioneered industry firsts in material health and sustainable manufacturing practices.





# SUNPOWER | PERFORMANCE

## Making the conventional, exceptional

SunPower Performance line panels combine conventional mono PERC cells with 35 years of materials and manufacturing expertise to deliver panels that surpass the performance, reliability and aesthetics of Conventional Panels.

SunPower Performance panels are expertly engineered to stand up to environmental stresses such as daily temperature swings, shading and high humidity.





### Here are some claims surrounding SunPower Maxeon Panels that can be referenced in your marketing materials.



- SunPower Maxeon panels represent 3.5 billion SunPower Maxeon solar cells produced across five design generations.
- SunPower Maxeon panels deliver more lifetime energy—a SunPower Maxeon panel generates 35% more energy from the same space over its first 25 years of operation than conventional panels.
- SunPower Maxeon panels offer the #1 solar panel efficiency in the market since 2007, fitting more energy into less space.
- SunPower Maxeon panels display industry-leading durability with a predicted useful life of more than 40 years.\*
- SunPower Maxeon panels provide unmatched reliability—with the lowest degradation rate in the industry (0.2% annual power loss), a 25-year-old SunPower Maxeon panel has more power than a brand-new Conventional Panel.\*

- SunPower Maxeon panels exhibit 1 in 20,000 (or 0.005%) odds of a return under warranty. For context, odds are 1 in 15,300 (or 0.0065%) of being hit by lightning in an 80-year lifetime.\*
- SunPower Maxeon panels have a patented solid copper foundation that prevents breakage and corrosion.
- SunPower Maxeon panels are backed by the industry-leading, 25-year SunPower Complete Confidence Panel Warranty.
- SunPower Maxeon panels contribute additional points for builders toward LEED Certification based on their Cradle to Cradle<sup>™</sup> Bronze certification and IFLI Declare Label.
- → CLAIMS & (\*) FOOTNOTES



### Here are some claims surrounding SunPower Performance Panels that can be referenced in your marketing materials.



- With **3+ GW** deployed across more than 60 countries to date, SunPower Performance panels are the industry's most deployed shingled cell panel technology.
- The innovation behind SunPower Performance panels is protected by more than **90 patents** worldwide covering cell and panel design, as well as key manufacturing tools and processes.
- SunPower Performance panels can deliver as much as **8% more energy** in the same space over the first 25 years when compared to conventional mono PERC panels.\*

- SunPower Performance panels have an expected useful life of **35 years.\***
- SunPower Performance panels were named a top performer in all reliability tests conducted in the 2017 (Performance P17) and 2018 (Performance P19) DNV GL PV Module Reliability Scorecards.\*
- SunPower Performance panels are backed for **25 years** by the SunPower Complete Confidence Panel Warranty
- CLAIMS & (\*) FOOTNOTES

## HOW TO ACT & INTERACT ON SOCIAL MEDIA IN 10 TIPS

As a promoter of SunPower products, you are a key ambassador of our brand. It's important that you stand up to high quality standards

- 1. Choose the right tone. Think about what kind of relationship you want to build with your customers.
- 2. Always rely on high quality content. No-one wants to see or read blurred pictures or poorly written text.
- 3. Nothing but the truth. Do not claim anything that you are not 100% sure of. Otherwise, this will always come back to haunt you and hurts your credibility. If you make a mistake, be open about it and correct it.
- 4. Monitoring is paramount. Keep an eye on your social media channel. Everything your customers post (comments, feedback, reviews, etc.) must and should always be monitored.
- 5. Always make sure you're using a friendly tone. This means both when you're communicating with your followers and when your followers are interacting with each other.

- 6. Interact with your audience. Answer questions and like posts. It should also encourage your own contributions to the interaction (for example, by asking a question).
- 7. When creating content, remember to keep it entertaining. Otherwise, your posts will look like ads and will not add value. This can quickly lead to lack of interest.
- 8. Use pictures and videos. These are perceived more strongly and ensure that your contribution is not missed.
- 9. Learn from others. Also, take a look at what's happening to the left and right of you. Success on social media doesn't happen by accident.

### HOW TO ACT & INTERACT ON SOCIAL MEDIA IN 10 TIPS

#### 10. Interact with SunPower.

Like, comment and share our content. Please always make sure to link to our local SunPower brand page when there **is one.** This not only helps you and your customers, but also helps us as we can find your posts faster and share them.

Do not tag or mention SunPower Corporation as it's now a separate company based and operating in the US. When there is a local SunPower brand page, also avoid tagging or mentioning Maxeon Solar Technologies as it can be confusing for our audiences.

When posting about your SunPower installations, the SunPower brand and our solar modules, please make sure to use our hashtags.

You can also send us pictures and stories of your installations so that we can share them on our channels. Click here to submit your stories.

#### Your recommended social media

Facebook @SunPower Global LinkedIn @Maxeon Solar Technologies Instagram @sunpower\_global

### **Examples of general SunPower-related hashtags** you can use

Purpose: #PoweringPositiveChange

Products and product lines: #SunPowerMaxeon #SunPowerPerformance #Maxeon5ACModule #SunPowerPanels #SunPowerSolutions

Mention local pages #SunPowerGlobal

## LOGO USAGE: BRAND AND ADVANTAGE INSTALLER LOGOS



When promoting your relationship with the SunPower brand in your marketing materials, your advantage installer logo should be used as the primary brand mark to reinforce that relationship. It should always appear next to, but in deference to your company logo/mark.

The mark demonstrates the commitment your organization has made to aligning with the quality, reliability and innovation represented by SunPower technology.

In addition, the mark clearly communicates your organization as a trusted installer of SunPower technology.

Please use the following pages as a guide for how to use the Advantage Installer logo.



#### ADVANTAGE INSTALLER CO-BRANDING GUIDELINES













#### ADVANTAGE INSTALLER LOGO GUIDELINES

#### Usage Guidance



**CLEAR SPACE:** The clear space around the logo is an essential part of its design. To ensure prominence and clarity for these logos, it is important to maintain adequate clear space around them, free from distraction from other visual elements.

- Measure clear space using the value "X" equal to the height of the SUNPOWER element. Use for both vertical and horizontal clear space.
- Never allow typography or other elements to "invade" the logo space.
- Never redraw or alter the logo

**MINIMUM SIZE:** The logos reproduce well at almost any size. However, going too small can damage the logo's integrity and effectiveness.

 Never reproduce the logo smaller than 4cm or 150 pixels wide for tall logos and 6cm or 225 pixels wide for horizontal versions, measured from the left and right edges of the logo.

## LOGO USAGE: SUNPOWER PRODUCT LINE LOGOS



When highlighting a specific product line in your marketing materials, either SunPower Maxeon panels or SunPower Performance panels, the respective product line logo can be used to reinforce your commitment to SunPower technology.

The product line logos support secondary branding in your marketing materials in direct support of product line mentions and visual references. These marks will not serve as a substitute or replacement for your Advantage Installer logo.

Please use the following pages as a guide for how to use the SunPower product-specific logos for SunPower Maxeon and SunPower Performance panels.



#### SUNPOWER PRODUCT LOGOS



SUNPOWER | MAXEON



SUNPOWER | PERFORMANCE



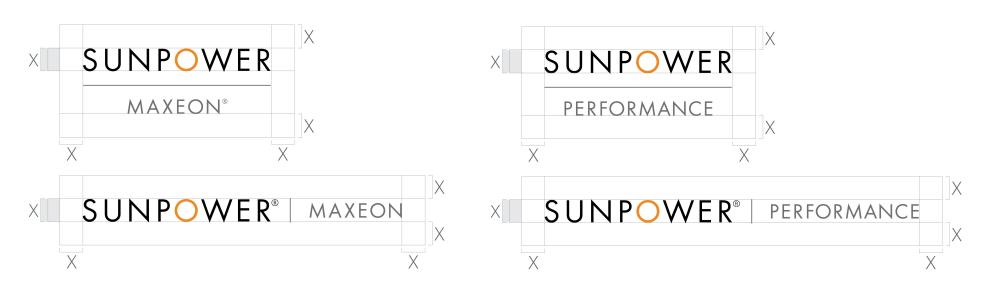
SUNPOWER | MAXEON



SUNPOWER | PERFORMANCE

## LOGO USAGE: SUNPOWER PRODUCT LINE LOGOS





**CLEAR SPACE:** The clear space around the logo is an essential part of its design. To ensure prominence and clarity for these logos, it is important to maintain adequate clear space around them, free from distraction from other visual elements.

- Measure clear space using the value "X" equal to the height of the SUNPOWER element. Use for both vertical and horizontal clear space.
- Never allow typography or other elements to "invade" the logo space.
- Never redraw or alter the logo

**MINIMUM SIZE:** The logos reproduce well at almost any size. However, going too small can damage the logo's integrity and effectiveness.

Never reproduce the logo smaller than 4cm or 150 pixels wide for tall logos and 6cm or 225 pixels wide for horizontal versions, measured from the left and right edges of the logo.

#### TRADEMARK & BRANDING



Trademark rights protect the elements of a brand. It is important to use the trademarks of Maxeon Solar Technologies, Ltd. appropriately.

When using our trademarks do not include trademark symbols (™ or ®). Instead, please include the appropriate trademark notices within the piece:

Attribution should be accomplished by using:

"MAXEON and SUNPOWER are registered trademarks. See maxeon.com/trademarks for more information."

## TRADEMARK & BRANDING DO'S AND DON'TS





#### Do's

- Do reference SunPower in written form with a capital S and a capital P.
- Do refer to the brand of products you sell as SunPower.
- Do use SunPower trademarks as adjectives to reference the product technology you're selling (examples include, but are not limited to SunPower panels, SunPower technology, SunPower Maxeon panels, SunPower Performance panels).
- Do reference your role as a licensed installer of SunPower technology.
- Do reference the company that manufactures SunPower technology as Maxeon Solar Technologies. Although, do some on a limited basis given the potential for confusion between Maxeon (the company) and SunPower Maxeon (the panel technology).



#### **Don'ts**

- Don't reference SunPower as a company, SunPower Corporation is now strictly a distributed generation storage and energy services provider in North America.
- Don't make editorial references that play on the SunPower name, such as "Sun Powered", "SunPowered", "Powered by the Sun" or "Power of the Sun."
- Don't use phrases such as "The systems convert the sun's power into electricity."
- Don't use another's trademark or logo without requesting permission from its rightful owner.
- Don't use the SunPower logo in place of a text reference to SunPower.
- Don't use Maxeon or SunPower trademarks in a manner that may imply sponsorship, affiliation or endorsement unless such a relationship has been established in writing.
- Don't use Maxeon or SunPower trademarks as nouns or verbs, and never in the plural or possessive form.
- Don't include inaccurate or misleading statements about Maxeon Solar Technologies or SunPower products.
- Don't mention or display SunPower products in materials solely intended to advertise competitive products.

## LOGO USAGE: CO-BRANDING GUIDANCE









**RELATIVE SIZING:** Whether co-branding on web, apparel, vehicles or print collateral, our branding should be a minimum of 75% of the size of the advantage installer business brand. Find appropriate clear space and visual contrast to ensure a strong presence on all media.

**CONTRAST:** Please ensure that there is adequate contrast when using white (reverse) logos on background photography or fields of color. Photography backgrounds should not be complicated or containing high contrast subjects behind the logo.

**POSITIONING:** Where possible look for balance when co-branding materials. For example; adjacent corners of an ad or banner, a sleeve vs a chest pocket placement on a shirt, or prominent positions on a car wrap. Placement decisions should reflect the quality or partnership and brand equity in each entity.

## USE OF MAXEON SOLAR TECHNOLOGIES IMAGES



#### **Image Credit Line**

Maxeon Solar Technologies requires that its images be attributed to the rightful source by including "Courtesy of Maxeon Solar Technologies" in the graphic itself or in the caption that accompanies it.

#### Utilisation

Any Brand Elements may only be used during while the Contract with Maxeon Solar Technologies, or one of its local legal entities, is in force. Any other use of the material is prohibited without the written consent of Maxeon Solar Technologies. Use of materials does not imply that Maxeon Solar Technologies endorses any product, enterprise, opinions, or confirms the accuracy of any content on the site, in publication, or broadcast.

#### **Image Manipulation**

Maxeon Solar Technologies interest is to protect the integrity of the original image and will not allow the inversion of the original or the removal (except for allowable cropping) or addition of content. Maxeon Solar Technologies will allow adjustments to contrast and sharpness, and minor color adjustment. Images may be cropped at the edges or a portion may be selected from within a photograph. An explanatory statement—e.g., "Detail from...."--must be added describing any changes. Any manipulation of the materials beyond that must be approved by Maxeon Solar Technologies in writing.



## LOGO USAGE: THE SUNPOWER LOGO



This standalone SunPower logo can be used in your materials but should be used sparingly.

Similar to the product line logos, the standalone SunPower mark supports secondary branding in your marketing materials in direct support of product line mentions and visual references that reflect both product lines (Performance and Maxeon) and/or space limitations in the piece. This mark will not serve as a substitute or replacement for your Advantage Installer logo.

Please use the following pages as a guide for how to use the standalone SunPower logo.

# SUNPOWER

#### SUNPOWER LOGO GUIDELINES

# SUNPOWER

# SUNPOWER



# LOGO USAGE: SUNPOWER BRAND LOGO





**CLEAR SPACE:** The clear space around the logo is an essential part of its design. To ensure prominence and clarity for these logos, it is important to maintain adequate clear space around them, free from distraction from other visual elements.

- Measure clear space using the value "X" equal to the height of the SUNPOWER element. Use for both vertical and horizontal clear space.
- Never allow typography or other elements to "invade" the logo space.
- Never redraw or alter the logo

**MINIMUM SIZE:** The logos reproduce well at almost any size. However, going too small can damage the logo's integrity and effectiveness.

 Never reproduce the logo smaller than 4cm or 150 pixels wide for tall logos and 6cm or 225 pixels wide for horizontal versions, measured from the left and right edges of the logo.

#### SUNPOWER BRAND LOGO – USAGE EXAMPLES

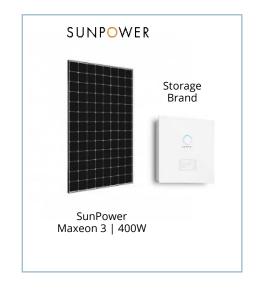


#### **Product Porfolios - example of usage of SunPower logo**



#### Product Line-Ups - example of usage of SunPower logo





#### **Opportunities:**

- Product web pages featuring sunpower products
- Advertising banners on industry websites promoting SunPower products
- Brand line-ups on partner websites

#### Avoid:

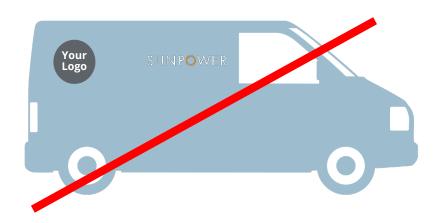
Co-branded advertising, merchandise or vehicle wraps featuring your company logo with the SunPower logo (always use your Advantage Installer logo)

#### **Usage Guidance**

- Ensure adequate clear space for the SunPower logo.
- Never allow typography or other elements to "invade" the logo space.
- Never redraw or alter the logo

# STANDALONE SUNPOWER LOGO USAGE: **DON'TS**









**Avoid** using the standalone SunPower logo on any vehicles, merchandise, apparel, traditional advertising.

Please use your Advantage Installer logo.

## RESOURCES AND LINKS

- Press kit
- Claims & Footnotes