



SunPower PVS5 Monitoring System (PVS5) Limited Warranty

SunPower Corporation with offices at 77 Rio Robles, San Jose, CA 95134 ("SunPower") warrants that, for the period(s) set forth below, your SunPower PVS 5 Monitoring System ("PVS5") will be free from manufacturing defects in materials and workmanship, and agrees that it shall, at its option, (a) either repair the defect or replace the defective equipment or part thereof with a new or remanufactured equivalent at no charge to the purchaser for parts or labor for the period(s) set forth below or (b) refund the price paid of the defective equipment paid for by the customer.

This warranty does not apply to any of the following: any appearance items of the PVS5, the additional excluded item(s) set forth below in this warranty, or any PVS5, which has been subjected to misuse, abnormal service or handling, or which has been altered or modified in design or construction. This warranty does not apply to expendable items including, but not limited to, fuses, light bulbs and batteries. This warranty also does not apply to the software used in connection with the PVS5.

Warranty Period: The warranty period for manufacturing defects of the PVS5 or equivalent data-logger is ten years from the original date of purchase ("Date of Purchase") from SunPower or an authorized SunPower dealer. The warranty period for manufacturing defects of all other equipment incorporated into the PVS5 is one year from the Date of Purchase.

Exclusions: This warranty shall be void in the event of any of the following:

- improper or unauthorized installation, alteration or repair made to the equipment or associated wiring and parts;
- damage, malfunction, or degradation of electrical output caused by failure to properly operate or maintain the equipment, power failure surges, lightning, flood, fire, accidental breakage or damage, malfunction, or degradation of electrical output resulting from homeowner or third-party abuse, accident, alteration, improper use, negligence, or vandalism;
- product part identification labels are missing or unrecognizable;
- the equipment was damaged by environmental or atmospheric disturbance or external forces such as power line disturbances, host computer malfunction, incorrect cabling or plugging the board in under power;
- the components in the construction base on which the equipment is mounted are defective; and
- *Force Majeure* events, including without limit, any act or event which is unforeseeable, or being foreseeable, unavoidable and outside the control of SunPower, including, without limit, acts of God.

Ordinary wear and tear or cosmetic imperfections are not considered defects. This warranty does not cover any transportation costs for return of PVS5 equipment, or for reshipment of any repaired or replaced PVS5 equipment, or costs associated with installation, removal or reinstallation of the PVS5.

Disclaimers and Limitation of Liability: Unless expressly provided in writing, SunPower expressly disclaims any and all warranties of any kind, express, implied, or statutory, including without limitation any implied warranties of merchantability and/or fitness for a particular purpose. LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES IS EXPRESSLY DISCLAIMED. SUNPOWER'S LIABILITY IN ALL EVENTS IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE PAID TO SUNPOWER FOR THE EQUIPMENT. Some states and jurisdictions do not allow limitation on how long an implied warranty lasts or do not allow the exclusion of incidental or consequential damages, so the above limitations may not apply to you.

Special Laws and Transferability: This warranty gives you specific rights; you may have other rights, which vary, from state to state. Subject to the terms of this warranty, this warranty is transferable when product remains installed in original location.

Service and Claims: If you feel you have a justified claim under this warranty, notify your authorized SunPower dealer, or contact SunPower at www.sunpower.com. SPRDS-ST-176