



Limited Warranty for SunPower Reserve Home Energy Storage System

1. Limited Product and Performance Warranties

Effective Date: **January 1, 2023.**

Products. This Limited Warranty is effective for the individual components of the SunPower Reserve home energy storage system from Maxeon Solar Technologies, Ltd. ("Maxeon") installed in Australia with the model numbers listed in the Warranty Table sold after the Effective Date (the "Products"). The Products exclude any external device, component or accessory included or sold with the Products, including any meter, current transformer, electric wiring, communication cable, Wi-Fi module, or external power electronic device. The Products exclude any software or services external to the Products, including software used to remotely interface with Products.

Warranty Start Date. The Warranty Start Date is the earlier of: (i) the date of installation; (ii) date of Registration; and (ii) 12 months following the date of manufacture of the Products.

Product Warranty. Subject at all times to the terms and conditions in this Limited Warranty, Maxeon warrants the Products will be free from defects in materials and workmanship that materially impact the functioning of the Products under normal application, installation, use and service conditions during the Product Warranty Term, as set forth in the Warranty Table.

Performance Warranty. Subject at all times to the terms and conditions in this Limited Warranty, Maxeon warrants the Products will have the Guaranteed Capacity during the Performance Warranty Term, as set forth in the Warranty Table.

Registration and Connection. Maxeon obligations under this Limited Warranty are subject to the Products being connected to Maxeon networks and digitally registered ("Registration"). Connection to Maxeon networks and use of related services and features are each subject to applicable Maxeon terms and conditions of use and privacy policies.

Warranty Table.

Products	Product Warranty Term	Performance Warranty Term	Guaranteed Capacity
Inverter Model RESERVE-INV	10 years from the Warranty Start Date	None	Not applicable
Battery Model RESERVE-BAT	10 years from the Warranty Start Date	10 years from the Warranty Start Date	Eighty percent (80%) of the Usable Capacity, ¹ provided Through Output Energy per kWh Usable Capacity is less than 2.92 MWh. ²

2. Customer Support, Claims Process and Coverage

Immediately contact Maxeon at customers@maxeon.com for a claim covered by this Limited Warranty. Maxeon may require additional information to validate the claim, including: applicable warranty registration information; itemized proof of purchase, delivery or installation information; serial and model numbers; and evidence regarding the basis of claim. All Maxeon obligations hereunder are expressly contingent upon the timely and full provision of such additional information that is reasonably required to validate the claim. Claims subject to the exclusions set forth in Section 4 will be rejected. Returned Products will not be accepted unless prior written authorization has been provided by Maxeon.

For a validated claim made during the applicable Warranty Term, Maxeon will either repair, replace, or refund the covered Products. Subject to Applicable Law, Maxeon has sole discretion in determining repair, replacement, or refund for each claim. For repairs and replacements, Maxeon will pay reasonable, customary transportation costs for the return of covered Products from, and the shipment of repaired or replacement Products to the place where the covered Products were originally delivered by Maxeon. Replacement Products may be refurbished or remanufactured, will be electrically and mechanically compatible with the covered Products, and will have a substantially equal or greater power and performance ratings.

For Products originally installed in Australia by Maxeon, an affiliate of Maxeon, a Maxeon Authorized Partner or Maxeon-certified installer, in any case who is properly trained and certified to install and commission the Products in accordance with Applicable Law and relevant professional and regulatory standards, including CEC accreditation, Maxeon will pay reasonable, necessary, and actual removal and reinstallation service costs of repaired or replaced Products, up to AU\$150; provided, (a) Maxeon has sole, reasonable discretion to select the service provider performing such services, and (b) Maxeon will pay the service provider for such service costs.

If Maxeon issues a refund under a valid Product or Performance Warranty claim, then Maxeon will refund the original purchase price for the first two (2) years of the applicable Warranty Term, and then linearly depreciate the refund amount by 11% per year (the "Claim Value"), provided that for a valid Performance Warranty claim, Maxeon will refund the Claim Value multiplied by the percentage difference between the Guaranteed Capacity and the Measured Capacity (both as a percentage of Usable Capacity). If the original purchase price cannot be substantiated, then Maxeon will use the current market value instead of the original purchase price to determine the Claim Value.

3. General Terms and Conditions

- a) Any and all coverage, right, and performance under this Limited Warranty is expressly conditioned upon full payment (including full payment of any charges for interest or late payment) due to Maxeon.

¹ "Usable Capacity" is listed on the Product specification sheet. Measured Capacity is measured at ambient temperature of 25°C to 28°C under Maxeon Charge/Discharge Testing Procedure, which will be provided upon request. Testing must be performed by a Maxeon authorized service technician or other qualified technician.

² "Through Output Energy" is the total AC energy output of the Products, as calculated starting on the Warranty Start Date.

- b) Maxeon has no obligations under this Limited Warranty if there are outstanding charges or payments for Products that are the subject of a warranty claim.
- c) All warranty claims hereunder must be filed within the applicable Warranty Term. Any warranty claim filed outside the applicable Warranty Term, including any claim for a latent or undiscovered defect, is invalid and will be rejected by Maxeon.
- d) The Product and Performance Warranty Terms for any repaired or replaced Products shall not extend beyond the original terms.
- e) The Products require a reliable and permanent connection to the Internet to connect to Maxeon services to monitor the Products and provide Product software updates. The Product and Performance Warranty Terms are each reduced to 3 (three) years for Products not reliably and permanently connected to the Internet.
- f) In cases of a Product replacement, title to any replaced Product shall pass to Maxeon.
- g) All warranty claims must be filed by or on behalf of the warranty holder. Maxeon may require documentation to confirm the identity of the warranty holder, authority of the claimant, and the sale, delivery, and original place of installation of the Products. Maxeon may reject warranty claims with insufficient documentation in its sole, reasonable discretion.
- h) This Limited Warranty is fully assignable by the warranty holder to a third party, provided: the warranty holder provides notice of assignment to Maxeon within 90 days of the assignment by contacting customers@maxeon.com; the notice includes reasonable documentation evidencing such assignment; and the subsequent warranty holder completes Registration of the Products.
- i) Maxeon does not warrant that the operations of the Products, nor any software or services included or provided with the Products to access or interact with the Products, will be uninterrupted or error-free.
- j) The Products are not intended for use as a primary or backup power source for any devices, including critical devices such as life-support systems, medical equipment, and any other device where Product failure could lead to injury, loss of life, property damage or damage to the device. Maxeon disclaims any and all liability arising out of the use or non-use of the Products, as well as any damage caused to any devices due to the use or non-use of the Products. Further, Maxeon reserves the right to refuse to provide support in connection with any use of the Products for critical devices and disclaims any and all liability arising out of Maxeon's provision of, or refusal to provide, support for the Products in such circumstances.

4. Exclusions

The Limited Warranty does not apply to any of the following exclusions, including any defect, failure, or power loss caused in whole or in part thereby. Maxeon will determine whether a claim is subject to an exclusion in its sole, reasonable discretion.

- a) Products subjected to: (i) misuse, abuse, neglect or accident; (ii) alteration (improper alteration includes software or firmware modifications performed by a third party not authorized by Maxeon) or improper installation or configuration (improper installation or configuration includes, without limitation, non-compliance with any Maxeon installation instructions and operations and maintenance instructions of any type, as may be amended and updated from time to time at Maxeon's sole discretion, grid or utility requirements, and all national, state, and local laws, codes, ordinances, and regulations, including any grid profile settings required thereby); (iii) repair or modification by someone other than an approved service technician of Maxeon; (iv) conditions exceeding the voltage, ingress protection rating, and any other operational specifications, including high voltage from generators; (v) power failure or surges; (vi) damage from lightning, flood, fire, hail or other acts of nature; (vii) damage from persons, biological activity, industrial chemical exposure, water or dust exceeding ingress protection rating, smoke, salt, excessive cold or heat, solvents, insufficient ventilation, vibration, or a magnetic field; or (viii) damage from impact or other events outside Maxeon's control. References to "damage" refer to all sources of damage, whether direct, indirect, intentional, or accidental.

Please read the safety and installation instructions at www.sunpower.maxeon.com/int/InstallGuideReserve.

Paper version can be requested through techsupport.australia@maxeon.com.



- b) Cosmetic defects or effects stemming from normal wear and tear of Products materials and cosmetic variations that do not cause material impact to the function or performance of the Products. Normal wear and tear of Products materials includes, but is not limited to, fading of color, weathering of coatings, and areas of discoloration of the Products.
- c) Products installed in locations, in Maxeon's absolute judgment, that may be subject to direct contact with bodies of salt water or within 500m from a coastline.
- d) Products for which the labels containing product type or serial number have been altered, removed or made illegible.
- e) Products that have been moved from their original installation location without the express written approval of Maxeon.
- f) Products that did not receive a complete software update due to lack of connection to the Internet.
- g) Defect of Products arise due to renewal of the national or regional laws or regulations.
- h) Products operated below minus ten degrees Celsius (-10°C) or above fifty degrees Celsius (50°C) ambient temperature.
- i) Battery Products stored and not operated: (i) for less than one month at temperatures below minus twenty degrees Celsius (-20°C) or above forty-five degrees Celsius (45°C); (ii) for more than one month at temperatures below zero degree Celsius (0°C) or above thirty-five degrees Celsius (35°C); (iii) for 14 days or longer at a state of charge ("SOC") of less than 30% or more than 50%; or (iv) for more than one month, but not fully charged and discharged at least once per 6 months.
- j) Battery Products that have a Through Output Energy per kWh Usable Capacity equal to or greater than 2.92 MWh.
- k) Products not installed and energized after (i) 12 months following the date of manufacture of the Products mentioned in the Products packaging label, or (ii) 6 months from the latest recharge date of the Battery Products.
- l) Products where a failure is not reported to Maxeon within a reasonable period time, including where a delay in reporting results in further damage, and in any case within four (4) weeks of such failure.
- m) Products that are not attached to a building. Products installed in a vehicle, trailer, vessel, boat, or mobile application are expressly excluded.
- n) Products installed in direct sunlight.



5. 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, GUARANTEES AND CONDITIONS. EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY OR REQUIRED BY APPLICABLE LAW, ALL WARRANTIES, GUARANTEES AND CONDITIONS OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, COURSE OF DEALING, OR USAGE OF TRADE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF MAXEON ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, MAXEON SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PRODUCTS, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL MAXEON BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE SPECIFICALLY, BUT WITHOUT LIMITATION, EXCLUDED. MAXEON'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO MAXEON BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM.

MAXEON SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CUSTOMER OR ANY THIRD-PARTY ARISING OUT OF ANY NON-PERFORMANCE OR DELAY IN PERFORMANCE OF ANY TERMS AND CONDITIONS OF SALE, INCLUDING THIS LIMITED WARRANTY, DUE TO FORCE MAJEURE, ACTS OF GOD, WAR, RIOTS, STRIKES, FIRE, FLOOD, EPIDEMICS OR PANDEMICS (INCLUDING WITHOUT LIMITATION COVID-19) OR ANY OTHER CAUSE OR CIRCUMSTANCE BEYOND THE REASONABLE CONTROL OF MAXEON.

TO THE EXTENT THAT YOU, THE CUSTOMER, HAVE ACQUIRED OUR GOODS AS A CONSUMER UNDER APPLICABLE LAW:

- A) THE BENEFITS GIVEN TO YOU UNDER THE LIMITED WARRANTY ARE IN ADDITION TO CONSUMER GUARANTEES PROVIDED UNDER APPLICABLE LAW AND OTHER RIGHTS AND REMEDIES UNDER LAWS RELATING TO THE PRODUCTS ("GOODS" PER APPLICABLE LAW).
- B) OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE.
- C) SUBJECT TO SUBPARAGRAPH (D) BELOW, NOTHING CONTAINED IN THESE LIMITED WARRANTY TERMS EXCLUDES, RESTRICTS OR MODIFIES ANY CONDITION, WARRANTY, GUARANTEE OR OTHER OBLIGATION IN RELATION TO THE SUPPLY OF GOODS (THE "STATUTORY OBLIGATIONS") WHERE TO DO SO IS UNLAWFUL.
- D) TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE SOLE LIABILITY OF MAXEON AND ITS RELATED BODIES CORPORATE FOR BREACH OF ANY SUCH STATUTORY OBLIGATIONS WILL BE LIMITED TO (EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN):
(I) REPLACEMENT OF THE GOODS, SUPPLY OF EQUIVALENT GOODS, OR PAYMENT OF THE COST OF REPLACING THE GOODS OR SUPPLYING EQUIVALENT GOODS; OR (II) THE REPAIR OF THE GOODS OR THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED, (IN EACH CASE AS MAXEON MAY SELECT IN ITS SOLE DISCRETION).

THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE EXTENT PROHIBITED OR LIMITED BY APPLICABLE LAW. IF ANY PROVISION OF THESE LIMITED WARRANTY TERMS IS HELD UNENFORCEABLE OR ILLEGAL BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION, SUCH PROVISION(S) SHALL BE MODIFIED (OR IF NECESSARY SEVERED) TO THE MINIMUM EXTENT REQUIRED SUCH THAT THE REST OF THESE LIMITED WARRANTY TERMS WILL CONTINUE IN FULL FORCE AND EFFECT.

6. Applicable Law

Applicable Law. This Limited Warranty is governed by and shall be construed in accordance with the laws of Victoria, Australia. Disputes concerning the Limited Warranty may be submitted to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts. The parties waive any right to object to any proceedings being brought in those courts. Applicable Law includes the Competition and Consumer Act 2010 (CCA), including the Australian Consumer Law (ACL) and all applicable state and territory fair trading legislation.

7. Contact Details

All claims and inquiries under this Limited Warranty or consumer guarantees should be directed to customers@maxeon.com. Maxeon office locations are available at <https://sunpower.maxeon.com/au/maxeon-locations-around-world>.

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