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OA# 141662

PN 999502SP225BF47

Code 5195 PM

Ship Date \*502FLO001R



## HOME IMPROVEMENT CONTRACT FOR FURNISHING AND INSTALLING A SOLAR PHOTOVOLTAIC (PV) ELECTRICAL GENERATION SYSTEM

**CONTRACTOR** (Notices of Cancellation may be sent to this address):

PROJECT NO. 5195/09-132  
(office use only)

**SunWize Technologies, Inc. ("SunWize")**

43 Corporate Park, Ste. 202

Irvine, CA 92606

Ph: 866-436-7353

Fax: 949-417-0775

**Contractor's License No. 890619**

Date of Owner's Signature 4/29/09

**OWNER:**

Kim F FLOYD

(Owner Name)

Owner's Home Phone # (760) 680-9479

44579 Sorrento CT

(Mailing Address)

Owner's Cell Phone #

Palm Desert, CA 92260

(City, State and Zip)

Kim FFLOYD@FASTMAIL.COM  
Owner's Email Address

**PROJECT LOCATION** (if different than Owner's mailing address above):

SAME

(Street Address)

(City, State and Zip)

- DESCRIPTION OF THE PROJECT AND THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED:** Subject to the terms and conditions set forth in this Home Improvement Contract For Furnishing and Installing A Solar Photovoltaic Electrical Generation System (the "Contract"), Contractor will furnish and install, in a workmanlike manner substantially consistent with the manufacturer's specification and applicable laws and codes, a solar photovoltaic ("PV") electrical generation system at the Project location. The system is identified in the table below. The specifications for the materials and installation are set forth in Addendum A to this Contract. A plan and scale drawing will be provided to the Owner prior to the commencement of work.

System Name and kW-DC Rating	
3.2 KW AC	16-SUNPOWER SPR-225-BLK-U Panels 1-SUNPOWER SPR 4000M INVERTER

- CONTRACT PRICE:** Owner will pay to Contractor in current funds the net contract price of \$ 22,179 ("Contract Price"), without deductions or offsets, for furnishing and installing the system and materials. All sales taxes are included in this Contract Price.

## METHOD OF PAYMENT

(Owner to initial to select either Cash Sale or Sale Contingent upon Approval of Financing):

Initials

HN

**Cash Sale.** Down Payment is due at time of executing this Contract, and terms and conditions become effective immediately.

Initials

\_\_\_\_\_

**Sale Contingent upon Approval of Financing.** Down Payment is due at time of executing this Contract, but the Contract is contingent upon Owner obtaining financing from an independent 3rd party.

3. **DOWN PAYMENT:** A down payment in the amount of \$1,000 (the "Down Payment") is due at the time Owner executes the Contract. **THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.** The Down Payment becomes nonrefundable as set forth below:

**Cash Sale:** The Down Payment will become nonrefundable at midnight on the third business day after the Effective Date (as defined below).

**Sale Contingent Upon Approval of Financing:** The Down Payment will become nonrefundable at midnight on the third business day after the execution of a financing agreement, which shall occur no later than ninety (90) days after the Effective Date. Owner shall promptly provide notice of date upon which the financing agreement has been executed; however, Owner's failure to do so shall not void, rescind or otherwise terminate the Contract.

4. **IMPACT OF REBATE ON PRICE (California Solar Initiative Program):** The Contract Price quoted above is subject to and conditioned upon the per Watt rebate paid from the California Solar Initiative ("CSI") being no less than \$ 2.20 per CSI - Watt, the receipt of which Owner shall, and hereby does, irrevocably assign to Contractor. Owner shall fully cooperate with Contractor in promptly executing and submitting any and all CSI applications and claims necessary or required to effectuate such assignment. Contractor has reduced the Owner's cost of material by the amount of the CSI incentive rebate. The amount of the rebate is based on the design factor calculated using the CSI Expected Performance Based Buydown ("EPBB") calculator for the solar configuration specific to the Owner's property and set forth in Addendum A. If at any time or for any reason the CSI rebate amount is less than that stated above, or the design factor is less than that stated in Addendum A, the difference in the CSI rebate shall be added to the Contract Price quoted above, and the difference shall be immediately due and payable by the Owner to the Contractor. If Owner and/or Contractor determine at any time prior to the Substantial Commencement of the Work (as defined below) that the CSI rebate amount will be less than that stated in Addendum A, Owner will thereafter have seventy-two (72) hours from the time of notification to cancel the Contract. Owner's failure to cancel the Contract within this time frame shall be deemed conclusive evidence that Owner has chosen not to do so. Contractor reserves the right, in its sole discretion, to cancel this Contract at any time should the CSI Incentive rebate be reduced or otherwise become unavailable.

5. **LATE PAYMENT:** Owner will make all payments consistent with the project schedule and the schedule of payments set forth in Section 6 below and will pay interest on late payments at the rate of ten percent (10%) per annum. At its sole option, Contractor may suspend delivery of materials and/or equipment or stop work until such time as all outstanding payments due have been made. Any additional costs incurred by Contractor in stopping work under this provision including, but not limited to, attorney's fees and costs, shall be immediately paid by Owner upon written demand from Contractor.

6. **PROJECT SCHEDULE AND SCHEDULE OF PAYMENTS:** The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. **IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.**

MILESTONE	PROJECTED DATE	PAYMENT DUE	PAYMENT AMOUNT
Executed Contract	4-29-2009	Down payment	\$ 1,000
Financing agreement executed (if applicable)		N/A	N/A
Delivery of solar PV modules to the project site	6-7 WEEKS	Progress Payment (80% of price)	\$ 16,743
Approximate Completion of all installation work and approval by applicable authority	7-8 WEEKS	Final Payment (remaining balance)	\$ 4,436
<b>NET PRICE TO OWNER</b>			<b>\$ 22,179</b>

7. **WAIVER AND RELEASE:** As each progress and/or the final payment is made in accordance with the schedule of payments in this Contract, and before any further payment is made, Contractor shall furnish to Owner full releases of any claim of mechanic's liens for the portions of the work, equipment and/or materials for which payments are and have been made. Each release must comply with Civil Code §3262 and be signed by all subcontractors, sub-subcontractors, materials suppliers, and others that have performed work on or furnished equipment or materials to the Project jobsite. No further payment will be made to Contractor until Contractor furnishes releases that comply with these requirements.
8. **APPROXIMATE START DATE (Commencement of the Work):** Substantial Commencement of the Work will occur approximately upon delivery of solar PV modules to the Project jobsite. Failure by Contractor without lawful excuse to substantially commence work within twenty (20) days from the anticipated date for such commencement is a violation of the Contractors' State License Law. For the purpose of this section, "Substantial Commencement of the Work" shall be deemed to be the date on which the Contractor first supplies to the Project jobsite workers who initiate construction operations.
9. **PROJECT DELAY:** Owner shall provide, no later than the date when needed by Contractor, the lands upon which the work is to be performed and equipment and materials installed, including convenient access to the lands and structures designated in the Contract Documents for use by Contractor. Any delay in furnishing these lands and/or structures shall entitle Contractor to an equitable adjustment in Contract Price and the time within which Contractor is to perform the work and install the equipment and materials. Owner is solely responsible for (i) applying for, and obtaining approval of, financing, if applicable, (ii) for timely executing and forwarding pursuant to the CSI rules and guidelines (1) a net metering/interconnection agreement, if required, with the applicable utility, (2) the CSI program application and (3) the CSI incentive claim form seeking the applicable EPBB rebate, and (iii) having the Project jobsite ready for the work by the anticipated commencement date. Any delay by Owner with respect to these responsibilities will cause a delay in the Project schedule for which Contractor shall not be liable. The Project schedule is dependent upon receiving a building permit and/or an electrical permit from the appropriate government authority having jurisdiction. Contractor is not responsible for any delays in the Project schedule caused by delays in the issuance of the building permit or the electrical permit.
10. **RIGHT TO CANCEL:**
- a. **OWNER'S THREE DAY RIGHT TO CANCEL:** (The law requires that the Contractor give you a notice explaining your right to cancel. Initial the checkbox if the Contractor has given you Addendum B "Notice of the Three-Day Right to Cancel." Initials:        /       )
- i. **Cash Sale:** Owner may cancel this transaction at any time prior to midnight on the third business day after the Effective Date.
- ii. **Sale Contingent upon Approval of Financing:** Owner may cancel this transaction at any time prior to midnight on the third business day after the financing agreement is executed.

11. **HOME IMPROVEMENT SALESPERSON:** The salesperson soliciting and negotiating this Contract is:

## ACCEPTANCE

**YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND CONTRACTOR, BEFORE ANY WORK MAY BE STARTED.**

### CONTRACTOR'S ACCEPTANCE

12345678910111213141516171819202122232425262728293031323334353637383940414243444546474849505152535455565758596061626364656667686970717273747576777879808182838485868788899091929394959697989910010110210310410510610710810911011111211311411511611711811912012112212312412512612712812913013113213313413513613713813914014114214314414514614714814915015115215315415515615715815916016116216316416516616716816917017117217317417517617717817918018118218318418518618718818919019119219319419519619719819920020120220320420520620720820921021121221321421521621721821922022122222322422522622722822923023123223323423523623723823924024124224324424524624724824925025125225325425525625725825926026126226326426526626726826927027127227327427527627727827928028128228328428528628728828929029129229329429529629729829930030130230330430530630730830931031131231331431531631731831932032132232332432532632732832933033133233333433533633733833934034134234334434534634734834935035135235335435535635735835936036136236336436536636736836937037137237337437537637737837938038138238338438538638738838939039139239339439539639739839940040140240340440540640740840941041141241341441541641741841942042142242342442542642742842943043143243343443543643743843944044144244344444544644744844945045145245345445545645745845946046146246346446546646746846947047147247347447547647747847948048148248348448548648748848949049149249349449549649749849950050150250350450550650750850951051151251351451551651751851952052152252352452552652752852953053153253353453553653753853954054154254354454554654754854955055155255355455555655755855956056156256356456556656756856957057157257357457557657757857958058158258358458558658758858959059159259359459559659759859960060160260360460560660760860961061161261361461561661761861962062162262362462562662762862963063163263363463563663763863964064164264364464564664764864965065165265365465565665765865966066166266366466566666766866967067167267367467567667767867968068168268368468568668768868969069169269369469569669769869970070170270370470570670770870971071171271371471571671771871972072172272372472572672772872973073173273373473573673773873974074174274374474574674774874975075175275375475575675775875976076176276376476576676776876977077177277377477577677777877978078178278378478578678778878979079179279379479579679779879980080180280380480580680780880981081181281381481581681781881982082182282382482582682782882983083183283383483583683783883984084184284384484584684784884985085185285385485585685785885986086186286386486586686786886987087187287387487587687787887988088188288388488588688788888989089189289389489589689789889990090190290390490590690790890991091191291391491591691791891992092192292392492592692792892993093193293393493593693793893994094194294394494594694794894995095195295395495595695795895996096196296396496596696796896997097197297397497597697797897998098198298398498598698798898999099199299399499599699799899910001001100210031004100510061007100810091010101110121013101410151016101710181019102010211022102310241025102610271028102910301031103210331034103510361037103810391040104110421043104410451046104710481049105010511052105310541055105610571058105910601061106210631064106510661067106810691070107110721073107410751076107710781079108010811082108310841085108610871088108910901091109210931094109510961097109810991100110111021103110411051106110711081109111011111112111311141115111611171118111911201121112211231124112511261127112811291130113111321133113411351136113711381139114011411142114311441145114611471148114911501151115211531154115511561157115811591160116111621163116411651166116711681169117011711172117311741175117611771178117911801181118211831184118511861187118811891190119111921193119411951196119711981199120012011202120312041205120612071208120912101211121212131214121512161217121812191220122112221223122412251226122712281229123012311232123312341235123612371238123912401241124212431244124512461247124812491250125112521253125412551256125712581259126012611262126312641265126612671268126912701271127212731274127512761277127812791280128112821283128412851286128712881289129012911292129312941295129612971298129913001

## **NOTICE TO OWNER:**

### **INFORMATION ABOUT CONTRACTOR'S STATE LICENSING BOARD (CSLB):**

**CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contractors are required by law to be licensed and regulated by the CSLB, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within 4 years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation.**

**Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.**

**STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS' STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIALS).**

**LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTORS' STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.**

**YOU MAY CONTACT THE CONTRACTORS' STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA.**

**For more information, write to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826, visit CSLB's web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call 800-321-CSLB (2752). You have the right to require Contractor to provide a performance and payment bond in connection with this Project.**

**WARNING TO BUYER: IF YOU SIGN THE CONTRACT WHICH ACCOMPANIES THIS NOTICE, YOU WILL BE PUTTING UP YOUR HOME AS SECURITY. THIS MEANS THAT YOUR HOME COULD BE SOLD WITHOUT YOUR PERMISSION AND WITHOUT ANY COURT ACTION IF YOU MISS ANY PAYMENT REQUIRED BY THIS CONTRACT.**

## MECHANICS LIEN WARNING:

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

**BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

**PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.


**RIGHT TO PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB (2752).

**REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

A copy of the CSLB Checklist for Homeowners Notice (Addendum F) and the CSLB Information About Commercial General Liability Insurance Notice (Addendum G) has been provided.

### OWNER'S ACKNOWLEDGMENT OF NOTICE

Owner No. 1:	 (Signature)	<u>Kim F. Floyd</u> (Print Name)	<u>4/29/09</u> (Date)
Owner No. 2:	_____ (Signature)	_____ (Print Name)	_____ (Date)

## TERMS AND CONDITIONS

All sales are made, all materials are received, and all installation is performed pursuant to the terms and conditions set forth below, which are incorporated into the Contract.

1. **FINANCING.** If financing is a condition of sale, Owner is solely responsible for obtaining the same from an independent financial institution of their choice within ninety (90) days from the Effective Date.
2. **TITLE; FINAL COMPLETION.** Subject to Section 9 below and the Contractor's right to record a mechanic's lien in the event of non-payment by the Owner, title to the materials described in this Contract shall not pass to Owner, and shall remain vested in Contractor as security for payment, until such time as the Project achieves final completion. As used herein, "final completion" shall refer to that point in time when the Project passes final inspection by the appropriate public body.
3. **BUILDING & ELECTRICAL PERMITS.** Contractor will obtain and pay for all required building & electrical permits.
4. **CONTRACT DOCUMENTS.** The Contract Documents consist of, and incorporate, this Contract, all Addenda thereto, including but not limited to the specifications, and the plan and scale drawing provided to Owner prior to commencement of work. The following rules, in addition to those generally applicable to contracts, shall govern the interpretation of the Contract: (i) the Contract Documents are complimentary and what is required by any documents shall be as binding as if required by all; (ii) in case of conflict, specifications for the work shall control the plans for the work and the provisions of this Contract shall control over both; and (iii) materials or work described in words which, so applied, have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
5. **UNFORESEEN SITE CONDITIONS.** Any and all expense incurred by Contractor because of unusual, unanticipated and/or unforeseen conditions at the Project jobsite shall be paid for by Owner as a change order and increase in the Contract Price. Such unusual, unanticipated and/or unforeseen conditions include, without limitation, each of the following: (i) subsurface or latent physical conditions at the Project jobsite differing materially from those indicated in the Contract Documents, (ii) items which were concealed from Contractor's reasonable inspection of the Project jobsite including, but not limited to, concealed gas, telephone, cable, satellite, data and/or utility lines; (iii) previously unknown physical or other conditions at the Project jobsite of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided in this contract; and (iv) hazardous materials or substance (as defined pursuant to any applicable federal, state and/or local laws, ordinances, regulations, rules, statutes or codes) not specifically identified in the Contract Documents with respect to its location and quantity. Contractor shall have no obligation to perform any corrective or remedial work that would require the handling of or exposure to hazardous materials or substances. Owner shall have sole responsibility for furnishing all written warning, notices and postings required by all applicable laws, statutes, ordinance, rules and/or regulations regarding the use or existence of hazardous or potentially hazardous materials and substances.
6. **DELAYS AND TIME EXTENSIONS.** If Contractor is delayed at any time in the commencement, progress or completion of the work by an act of the Owner or its agent, acts of third parties (including but not limited to public utilities, public bodies or inspectors), failure of Owner to make timely progress payments, changes to the work, labor disputes, or by weather conditions, fire, earthquake or other calamities or acts of God, or other contingencies unforeseen by Contractor and beyond the reasonable control of Contractor, then the Contractor's schedule shall be extended accordingly.
7. **RETURNS.** No materials shall be returned without the prior written approval of an authorized agent of Contractor. In the event that materials are approved for return, the materials must be in new, undamaged condition and accompanied by an invoice and packing slip. A twenty percent (20%) restocking charge will be applied to all returned items, excluding damaged items or items incorrectly shipped. In no event will items be returned after thirty (30) days of delivery to the Owner.
8. **INSURANCE; COMMERCIAL GENERAL LIABILITY INSURANCE (CGL); WORKERS' COMPENSATION (WC) INSURANCE.**
  - a. Contractor carries commercial general liability insurance carried by MITSUI Sumitomo Insurance USA Inc. You may call Charles Wong, Assistant Vice President, Marsh USA, Inc. at (212) 345-7058 to check the Contractor's insurance coverage. Contractor carries workers' compensation insurance for all employees.

- b. Owner is responsible to provide, at his or her own expense and before the commencement of any work hereunder, property insurance in an amount at least equal to the greater of (a) the full replacement value of (i) the improvements being constructed as part of the work, plus (ii) all other improvements located on the property on which the work is being undertaken, or (b) the Contract Price, from an insurer authorized to do business in the State of California. Such property insurance shall name as the "Named Insured" thereunder, the Owner, and as an "Additional Insured" thereunder the Contractor and any subcontractors for their interest in the work. The amount of insurance shall be adjusted, from time to time, to reflect any modifications in the Contract Price. The property insurance shall be maintained until the work has been completed and final payment has been made as provided in this Contract. The property insurance shall be provided on a "special form" or "all-risk" course of construction or builder's risk policy of insurance which shall insure against the perils of fire and for other physical loss or damage including coverage for course of construction, theft, vandalism, malicious mischief, collapse, debris removal (including demolition occasioned by enforcement of any applicable legal requirements), and shall also cover reasonable compensation for architect's and engineer's services and expenses required because of such insured loss. Should Owner fail to provide insurance as provided hereunder, then Owner shall bear the risk of loss, and Contractor may procure such insurance as agent for and at expense of Owner, but is not required to do so.
- c. Notwithstanding anything to the contrary set forth herein, the Owner waives all rights against Contractor and any of its subcontractors, agents or employees (collectively, "Contractor Parties") for damages caused by perils (and to the extent of insurance of such perils) covered by property insurance obtained or required to be obtained by Owner pursuant to this Contract or other property insurance applicable to the work. Policies for any such insurance shall provide for waiver of subrogation by endorsement if an endorsement is required.
9. **RISK OF LOSS.** Owner is solely responsible for safeguarding materials, equipment, work and work in progress, and the risk of loss shall be transferred to, and borne solely by Owner, upon delivery of materials and/or equipment to the Project jobsite. Owner bears the risk of the Project, and any portion thereof, being destroyed or damaged by an accident, disaster, calamity, or act of God (including but not limited to fire, storm, flood, landslide, subsidence or earthquake) or by theft or vandalism. Contractor shall not be required to rebuild or restore the Project except upon payment therefor by Owner and/or an insurer pursuant to a written change order.
10. **OWNER'S INDEMNIFICATION OBLIGATION.**
- a. With the exception that this Section shall in no event be construed to require indemnification by Owner to a greater extent than permitted under the laws of the State of California, Owner shall indemnify, defend and hold harmless the Contractor Parties, of and from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever (individually a "Claim" and collectively, the "Claims") arising out of or in connection with (i) Owner's negligence and/or the negligence of any contractor, subcontractor, supplier, agent or employee who is directly or indirectly responsible to Owner; (ii) any hazardous materials or hazardous substances (as such terms are defined under any applicable local, state or federal laws, rules, regulations or orders) at, in or under the property prior to Contractor's commencement of the work; (iii) any personal injury, including, but not limited to, bodily injury, emotional injury sickness or disease, or death to persons, including, but not limited to, any employees or agents of Owner, Contractor, or any subcontractor and/or damage to property of anyone (including loss of use thereof), caused or alleged to be caused in whole or in part by any act or omission of Owner or anyone directly or indirectly employed by Owner or anyone for whose acts Owner may be liable; (iv) any property damage, including any defect in the existing improvements created by Owner, or on Owner's behalf, and/or any defect in any equipment or materials furnished by Owner or on Owner's behalf; (v) any penalties imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute, caused by the action or inaction of owner; (vi) the failure of Owner to comply with provisions relating to insurance; and (vii) any violation or infraction by Owner of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees, including, but not limited to, the use of Contractor's or others' equipment, hoists, ladders, or scaffolds.
- b. The indemnification provisions of (i) through (vii) above shall extend to Claims occurring after this Contract is terminated as well as while it is in force. Owner shall not be obligated under this Contract to indemnify any Contractor Party to the extent that such Claims arise from any Contractor Party's own negligence or the negligence of its agents, employees or independent contractors who are directly responsible to Contractor, or for defects in



design furnished by such persons. Nothing in this Contract shall reduce or eliminate the obligation of any insurance carrier to defend and or indemnify Owner, Contractor or any other person to be indemnified hereunder.

- c. Owner shall (i) at Owner's own cost, expense and risk, defend all Claims as defined in this Section that may be brought or instituted by third persons, including, but not limited to, governmental agencies or employees of Owner against Contractor or any Contractor Party; (ii) pay and satisfy any resulting judgment or decree that may be rendered against Contractor, or any Contractor Party, arising out of any such Claim; and/or (iii) reimburse Contractor for any and all reasonable legal fees and costs incurred by Contractor in connection herewith or in enforcing the indemnity granted in this Section.
- d. Owner's duty to defend shall accrue immediately upon notice of any Claim as defined in this Section. Owner shall be responsible for all defense costs incurred by Owner in the exercise of such duty.

11. **WARRANTY.**

- a. Contractor Limited Warranty - except as otherwise set forth herein, the Contractor shall provide the limited warranty set forth at Addendum C.
- b. Manufacturer's Warranty for Solar Panels - see Addendum D.
- c. Manufacturer's Warranty for Inverter(s) - see Addendum E.
- d. The above-described warranties do not extend to, and exclude remedy for, damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, normal wear and tear, or degradation of output under normal usage.
- e. **Disclaimer Of Warranties—Express or Implied: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITED WARRANTY PROVIDED BY CONTRACTOR AND ITS REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATE, FEDERAL OR LOCAL LAW, MERCHANTABILITY, HABITABILITY, OR FITNESS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OWNER WAIVES OWNER'S RIGHT TO SEEK DAMAGES OR OTHER LEGAL OR EQUITABLE REMEDIES UNDER ANY OTHER COMMON LAW OR STATUTORY THEORY OF LIABILITY FOR ANY DEFECTS, INCLUDING, BUT NOT LIMITED TO, THOSE FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY AND/OR BREACH OF CONTRACT. EXCEPT AS SET FORTH HEREIN, CONTRACTOR MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND OWNER HEREBY WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR WARRANTY OF FITNESS FOR A PARTICULAR USE, AND ANY OTHER IMPLIED WARRANTIES. THE CONTRACTOR'S LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OBLIGATIONS AND LIABILITIES OF CONTRACTOR WITH RESPECT TO DEFECTS IN MATERIALS OR WORKMANSHIP AND IN LIEU OF ANY STRICT LIABILITY AGAINST CONTRACTOR IN TORT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF THIS LIMITED WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, LOST PROFITS, LOSS OF USE, OR OTHER ECONOMIC LOSS.**
- f. Contractor's warranty obligation is limited to repairs made by Contractor, or by a third party requested by the Owner upon Contractor's written advance approval.
- g. Any warranty claim by Owner must be delivered to Contractor in writing within 30 days from when the alleged defect is or should reasonably be discovered.

12. **ATTORNEYS' FEES; ARBITRATION OF DISPUTES.**

- a. Owner agrees to pay all actual costs and attorneys' fees incurred by Contractor in the collection of payment under this Contract. In the event of any legal proceeding between Owner and Contractor arising out of this Contract, including arbitration or trial, the prevailing party shall be entitled to recover its actual fees and costs, including attorneys' fees and expert witness fees, incurred in such proceeding.
- b. **EVERY CLAIM, CONTROVERSY, OR DISPUTE OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, WHETHER ANY MATTER IS SUBJECT TO ARBITRATION (EACH AN "ACTION") BETWEEN OWNER AND CONTRACTOR (INCLUDING ANY CONTRACTOR PARTY) RELATING TO OR ARISING OUT OF THIS CONTRACT OR THE CONTRACTOR'S LIMITED WARRANTY OR THE PRODUCT COVERED BY THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION CONDUCTED UNDER, AND GOVERNED BY, THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1-16) REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, TORT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. TO BRING AN ARBITRATION ACTION AGAINST CONTRACTOR, YOU MUST (i) INITIATE ANY SUCH ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (WHICH ARE AVAILABLE ONLINE AT WWW.ADR.ORG OR BY CALLING (800-778-7879)) AND (ii) PROVIDE WRITTEN NOTICE TO CONTRACTOR VIA CERTIFIED MAIL TO SUNWIZE TECHNOLOGIES, INC., 43 CORPORATE PARK, STE. 202, IRVINE, CA 92606.**

13. **GOVERNING LAW.** This Contract shall be governed by, and interpreted in accordance with, the laws of the State of California.

14. **CLEAN-UP.** Upon completion of the work, Contractor will remove debris and surplus material from Owner's property and leave it in neat and broom-clean condition.

15. **TAXES AND ASSESSMENTS.** Property and other taxes (except sales tax), and special assessments of all descriptions, will be paid by Owner.

16. **NOTICE.** Any notice required or permitted under this Contract may be given by ordinary mail at the addresses identified herein, but such addresses may be changed by written notice.

17. **INDEMNITY/LIMITATION OF LIABILITY.**

- a. Contractor has no duty to indemnify Owner against claims by third parties except to the extent damages are adjudged to have been proximately caused by Contractor's negligence.
- b. **IN NO EVENT SHALL CONTRACTOR'S LIABILITY TO OWNER RESULTING FROM ANY BREACH OF THIS CONTRACT, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, LOST PROFITS, LOSS OF USE, OR OTHER ECONOMIC LOSS, EXCEED THE CONTRACT PRICE STATED HEREIN.**
- c. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED BY OWNER OR ANY OTHER PARTY ARISING OUT OF OR RELATED TO THIS CONTRACT EVEN IF CONTRACTOR KNOWS, SHOULD HAVE KNOWN, OR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.**

18. **PROPRIETARY INFORMATION.** Drawings, system functional diagrams, systems facilities and electrical diagrams, and other documents furnished by Contractor are instruments of Contractor's service furnished for use solely with respect to this Project. Such documents may not be used on other projects or for additions to this Project without Contractor's express written authorization. Neither Owner nor any other person shall own or claim a copyright or other proprietary interest in

such documents. Unless otherwise indicated, Contractor shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to copyright.

19. **SUCCESSORS AND ASSIGNS.** This Contract is binding on the successors, assigns and legal representatives of Contractor and Owner.
20. **PROFESSIONAL CREDIT.** Contractor may reference Owner and the Project in marketing publications, trade publications, press and any other media.
21. **WAIVER.** The waiver by Contractor of any right or obligation under this Contract shall not constitute a waiver of any other right or obligation.
22. **SEVERABILITY.** Should any provision of this Contract be declared unenforceable for whatever reason, the remaining provisions will continue to be enforceable.
23. **ENTIRE AGREEMENT; LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT.** The parties' agreement consists of this Contract and all Addenda referenced herein. This Contract constitutes the entire, final, integrated agreement between the parties with respect to the subject matter hereof, and supersedes any prior course of dealing or trade custom, and any prior negotiations, representations, warranties or agreements, whether oral or written, between the parties. This Contract may not be modified except by written instrument signed by both parties.
24. **LABOR AND SUPERVISION; CONTROL OF WORK.** Contractor shall employ on the Project jobsite for the work such person or persons as it deems reasonably necessary to represent the Contractor and receive communications for Contractor from Owner. Unless otherwise agreed to in writing by Contractor, communications from Owner to Contractor shall be made in writing. Contractor shall have sole control over the execution of the work and coordination of the subcontractors, if any. Any independent direction or interference from Owner may lead to increased costs and delays in the completion of the work. An equitable adjustment to the Contract Price shall be made as a result of direction or interference by Owner. The Project schedule within which Contractor is to perform and complete the work shall be adjusted by the number of days that the work is delayed due to such direction or interference by Owner, as reasonably determined by Contractor.
25. **DAMAGE TO PROPERTY.** Owner understands that in the performance of the work, Contractor and/or its subcontractors, if any, may cause damage to existing real and personal property at the exterior of the site of the work, including, but not limited to, landscaping, fences, driveways, sidewalks, roof shingles, roof tiles and irrigation systems, and to the existing exterior of any building or other improvements on the Project jobsite of the work. Contractor shall not be responsible for any such damage other than any such damage that results from the negligence of Contractor.
26. **NOTE ABOUT EXTRA WORK AND CHANGE ORDERS.** Extra work and change orders become part of the Contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the Contract, and the effect the order will have on the schedule of progress payments.

## ADDENDUM A – System Specifications

### Solar Electric System Rating

**3,600** Watts-DC nameplate Standard Test Conditions (STC) rated peak output (DC rating)  
**3,181** Watts-AC PVUSA Test Conditions (PTC) rated output (AC rating)  
**100%** Design Factor from CSI Expected Performance Based Buydown (EPBB) Calculator  
**Concrete Tile** Installation Type - ground-fixed tilt, ground-tracker, roof-type (asphalt shingle, tile, etc.)

### Materials provided by SunWize

**16** each **SunPower Corp.** Photovoltaic Modules; Model No. **SPR-225-BLK-U**

**1** each **SunPower Corp.** Inverter; Model No. **SPR-5000m(240V)** *→ SPR-4000m(240V) WIF*

Standard mounting racks for roof or ground installation of the modules.

Other materials provided by SunWize will include DC and AC disconnect switches/breakers, new solar subpanel (if needed), mounting plates, fuses, conduit (path up to 150 linear feet), wire, and other electrical and construction materials, pertaining to installation of the PV System only.

### Labor provided by SunWize

SunWize will furnish all labor required to construct and install the solar photovoltaic (PV) electrical generation system at the Owner's property.

The CSI Incentive Rebate will be collected by SunWize and is deducted from price charged to Owner.

Total price of system, including all taxes	\$29,177
CSI Incentive Rebate amount (Paid to SunWize)	\$6,998
Net price of system to Owner (Total price less rebate)	\$22,179

The standard installed price listed above assumes a roof or ground mounted residential system with no design or installation difficulties. Examples of situations that require a price addition over the standard price include, but are not limited to, a steeply sloped roof (slope greater than 9:12 [37 degrees]), roof obstructions, existing roof structural problems, conduit runs greater than 150 feet, unseen buried obstructions, or existing electrical code issues at the Owner's property. No screening, painting, grading, or landscaping associated with the installation will be provided.

Approval by Agent:

*[Signature]*  
(SunWize Agent's Signature)

William Ferguson  
(Print Name)

4-29-09  
(Date)

By signing below, Owner accepts the system specifications and associated pricing herein, as part of a fully executed Contract. The prices herein are valid for a period of 30 days from the Effective Date (as defined in the Contract to which this Addendum is attached). The prices become final when Owner accepts this Addendum as part of a fully executed Home Improvement Contract.

Acceptance by Owner:

*[Signature]*  
(Owner's Signature)

Kim F. Floyd  
(Print Name)

4/29/09  
(Date)

(Address of Owner's Property)

## ADDENDUM B

### NOTICE OF RIGHT TO CANCEL HOME IMPROVEMENT CONTRACT Notice of Cancellation

\_\_\_\_\_  
(Enter date of transaction)

You, the buyer, may cancel this transaction without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

SunWize Technologies, Inc. - Contractor's License No. 890619  
(name of seller)

Located at:  
43 Corporate Park, Ste. 202  
Irvine, CA 92606  
Ph: 866-436-7353  
Fax: 949-417-0775

Not later than midnight of \_\_\_\_\_  
(date)

I hereby cancel this transaction \_\_\_\_\_  
(date)

\_\_\_\_\_  
(Signature of buyer)

\_\_\_\_\_  
(Printed name of buyer)

## ADDENDUM C – SunWize 10 Year Limited Installation Warranty

(Example - Will be completed upon final completion of installation.)

**System Information:** This limited warranty applies to the following 3.6 kW-DC solar electric generating system (the "System") located at: 44579 Sorrento Ct., Palm Desert CA 92260

**What is Covered:** This ten (10) year limited warranty is for the **installation of the System only**. Said warrantor shall bear the full cost of diagnosis, repair and replacement of any System or System component installed by warrantor, exclusive of the manufacturer's coverage, that arise during the Warranty Period (as defined below) from any flaw in the installation or internal wiring of the System that results in the inability of the System to provide the functions that can reasonably be expected in a residential dwelling. Solar photovoltaic panels, inverters and control panels are consumer products covered by the applicable manufacturer's limited warranty, and any deficiencies associated therewith are not covered by this limited warranty. Copies of manufacturer's warranty certificates are attached to the Contract.

**General Terms:** This limited warranty extends to the original purchaser and to any subsequent purchasers or owners at the same location during the 10-year warranty period ("Warranty Period"). For the purpose of this limited warranty, the terms "purchaser", "subsequent owner", and "owner" include a lessee, assignee of a lessee, and a lease transaction. This warranty is effective from final install 4/1/09 (date of final completion when the Project passes final inspection).

Harold Greck SunWize 5/4/09  
**Exclusion of All Other Warranties--Express or Implied:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY AND ITS REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. WARRANTOR SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WARRANTOR UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE SYSTEM EXCEPT AS PROVIDED HEREIN. WARRANTOR ASSUMES NO RESPONSIBILITY THAT THE SYSTEM WILL BE FIT FOR ANY PARTICULAR PURPOSE EXCEPT AS OTHERWISE PROVIDED HEREIN. IF WARRANTOR CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN TO THE EXTENT POSSIBLE, ANY CLAIMS UNDER SUCH IMPLIED WARRANTIES SHALL EXPIRE UPON EXPIRATION OF THE SYSTEM WARRANTY PERIOD. NO WARRANTOR RESELLER, AGENT, DISTRIBUTOR, SUPPLIER OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS WARRANTY.

**Exclusions:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WARRANTOR IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, LOST PROFITS, LOSS OF USE, OR OTHER ECONOMIC LOSS.

This warranty does not apply to:

- Damage, malfunction, or degradation of electrical output caused by normal wear and tear, or failure to properly operate or maintain the System in accordance with the printed instructions provided with the System or by the System's manufacturer(s).
- Damage, malfunction, or degradation of electrical output caused by any repair or replacement using a part or service not provided or authorized in writing by the Warrantor.
- Damage, malfunction, or degradation of electrical output resulting from purchaser or any other third party abuse, accident, alteration, improper use, negligence or vandalism; maintenance; design, application, or construction of the structure on which the System is installed; failure of purchaser or any other third party to comply with applicable building or electrical codes and accepted building practices; mold, mildew or fungus; or acts of God, war, civil disorder, hurricane, tornado, hail, earthquake, flood, fire, lightning, mudslide, air pollution, severe weather or other similar cause beyond the control of Warrantor.

This Warranty requires strict compliance with Warrantor's and the manufacturer's instructions. Warrantor is not responsible for any damages caused by any other party.

**Obtaining Warranty Service:** Contact the following for service or instructions: SunWize Technologies, Inc., 43 Corporate Park, Suite 202, Irvine CA 92606, Phone: (949) 417-0750 Fax: (949) 417-0775 or via email at: [systemsinfo@sunwize.com](mailto:systemsinfo@sunwize.com).

**The following documents are attached and incorporated by reference to this Contract.**

<b><u>ADDENDUM</u></b>	<b><u>Description</u></b>
<b>D</b>	<b>Photovoltaic Module Manufacturer's Limited Warranty</b>
<b>E</b>	<b>Inverter Manufacturer's Limited Warranty</b>
<b>F</b>	<b>CSLB Checklist for Homeowners Notice</b>
<b>G</b>	<b>CSLB Information about Commercial General Liability Insurance Notice</b>

# SUNPOWER

## SUNPOWER LIMITED WARRANTY FOR PV MODULES

SPR-315E-xxx-x, SPR-300E-xxx-x, SPR-305-xxx-x, SPR-300-xxx-x, SPR-290-xxx-x, SPR-230-xxx-x, SPR-225-xxx-x, SPR-220-xxx-x, SPR-217-xxx-x, SPR-215-xxx-x, SPR-210-xxx-x, SPR-205-xxx-x, SPR-200-xxx-x, SPR-90-xxx-x ("xxx-x" define product variants)

### 1. Limited Product Warranty – Ten (10) Year Repair, Replacement or Refund Remedy

SunPower Corporation with offices at 3939 North First Street, San Jose, CA 95134 ("SunPower") warrants that for ten (10) years from the date of delivery, its Photovoltaic modules ("PV modules") shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. If the PV modules fail to conform to this warranty, then for a period ending ten (10) years from date of delivery to the original end-customer ("the Customer"), SunPower will, at its option, either repair or replace the product, or refund the purchase price as paid by the Customer ("Purchase Price"). The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the ten (10) year period set forth herein. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (Limited Power Warranty).

### 2. Limited Power Warranty

- a) SunPower additionally warrants: If, within twelve (12) years from date of delivery to the Customer any PV module(s) exhibits a power output less than 90% of the Minimum Peak Power<sup>1</sup> as specified at the date of delivery in SunPower's Product datasheet, provided that such loss in power is determined by SunPower (at its sole and absolute discretion) to be due to defects in material or workmanship SunPower will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules, at the option of SunPower
- b) SunPower additionally warrants: If, within twenty five (25) years from date of delivery to the Customer any PV module(s) exhibits a power output less than 80% of the Minimum Peak Power<sup>1</sup> as specified at the date of delivery in SunPower's Product datasheet, provided that such loss in power is determined by SunPower (at its sole and absolute discretion) to be due to defects in material or workmanship SunPower will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules, at the option of SunPower.

### 3. Exclusions and limitations

- a) Warranty claims must in any event be filed within the applicable Warranty period.
- b) Warranty claims may only be made by, or on the behalf of, the original end customer or a person to whom title has been transferred for the PV Modules.
- c) The Limited Warranties do not apply to any of the following:
  1. PV modules which in SunPower's absolute judgment have been subjected to: misuse, abuse, neglect or accident; alteration, improper installation, application or removal (including but not

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<sup>1</sup>"Minimum Peak Power" = Peak power minus the Peak power tolerance (as specified in SunPower's Product datasheet). "Peak power" is the power in peak watts that a PV module generates at STC (Standard Test conditions: Irradiance of 1000 W/m<sup>2</sup>, light spectrum AM 1.5g and a cell temperature of 25 degrees C)

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SunPower Corporation

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Document#: 001-03266 Rev \*E



limited to installation, application or removal by any party other than a SunPower authorized dealer; non-observance of SunPower's installation, users and/or maintenance instructions; repair or modifications by someone other than an approved service technician of SunPower; power failure surges, lightning, flood, fire, accidental breakage or other events outside SunPower's control.

2. Cosmetic defects stemming from normal wear and tear of PV module materials.
3. PV modules installed in locations, which in SunPower's absolute judgment may be subject to direct contact with salt water.
- d) The Limited Warranties do not cover any transportation costs for return of the PV modules, or for reshipment of any repaired or replaced PV modules, or cost associated with installation, removal or reinstallation of the PV modules.
- e) When used on a mobile platform of any type, the Limited Power Warranty, applying to any of the PV modules shall be limited to twelve (12) years as per the provisions of clause 2(a) hereof.
- f) Warranty claims will not apply if the type or serial number of the PV modules is altered, removed or made illegible.

#### **4. Limitation of Warranty Scope**

SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SUNPOWER, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY SUNPOWER. SUNPOWER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL SUNPOWER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED.

SUNPOWER'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO SUNPOWER BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM.

SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

#### **5. Obtaining Warranty Performance**

If you feel you have a justified claim covered by this Limited Warranty, immediately notify the (a) Installer, who sold the PV-modules, or (b) any authorized SunPower distributor, of the claim in writing, or (c) send such notification to SunPower Corporation, 3939 North First Street, San Jose, CA 95134, directly. In addition, please enclose evidence of the date of delivery of the PV module. If applicable, your installer or distributor will give advice on handling the claim. If further assistance is required, please write to SunPower for instructions. The return of any PV-modules will not be accepted unless prior written authorization has been given by SunPower.

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#### **SunPower Corporation**

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Document#: 001-03266 Rev \*E

# SUNPOWER

## **SUNPOWER LIMITED WARRANTY FOR PV INVERTERS**

SPR-3000m, SPR-4000m, SPR-5000m, SPR-6000m, SPR-7000m

### **1. Limited Product Warranty and exclusions**

SunPower Corporation with offices at 3939 North First Street, San Jose CA 95134 ("SunPower") provides a limited warranty that covers defects of your SPR-3000m, SPR-4000m, SPR-5000m, SPR-6000m, or SPR-7000m inverter (each, the "Inverter") caused by material or manufacturing faults. The warranty period is for 10 years and begins on the date of purchase by the original end user.

Warranty claims may only be made by, or on the behalf of, the original end customer or a person to whom title has been transferred for the home or premises on which the solar inverter were originally installed.

SunPower will, at its option, repair or replace the defective component(s) free of charge, provided that SunPower is notified of the defect during the warranty period and a dated proof of purchase is furnished. SunPower reserves the right to inspect the faulty component(s) and determine if the defect is due to material or manufacturing flaws. SunPower also reserves the right to charge for service time expended if the defect is not due to material or manufacturing flaws or is not for some other reason subject to this limited warranty.

SunPower does not warrant inverters from any and all defects or damage caused by:

- a) Normal wear and tear
- b) Shipping or transportation damages
- c) Improper installation
- d) Exposure to unsuitable environmental conditions (including but not limited to damage due to lightning strikes)
- e) Unauthorized or abnormal use or operation
- f) Negligence or accidents
- g) Material or workmanship not provided by SunPower or its authorized service centers
- h) This warranty does not cover costs related to the removal, installation, or troubleshooting of your electrical systems

SunPower will, at its option, use new and/or reconditioned parts in performing warranty repair and in building replacement products. SunPower reserves the right to use parts or products of original or improved design in the repair or replacement. If SunPower repairs or replaces a product, its warranty continues for the remaining portion of the original warranty period or 90 days from the date of the return shipment to the customer, whichever period expires later. All replaced products and all parts removed from repaired products become the property of SunPower. SunPower covers both parts and labor necessary to repair the product and return shipment to the customer, via a SunPower selected non-expedited surface freight carrier within the United States and Canada. The warranty does not cover any cost associated with installation, removal or re-installation of the Inverter.

### **2. Limitation of Warranty Scope**

EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, SUNPOWER EXPRESSLY EXCLUDES ALL WARRANTIES WITH RESPECT TO THE INVERTER, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY HAVE ARISEN FROM COURSE OF DEALING OR USAGE OF TRADE.

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUNPOWER'S AGGREGATE MONETARY LIABILITY TO THE CUSTOMER FOR ANY REASON AND FOR ANY AND ALL CAUSES OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO SUNPOWER FOR THE INVERTER. SUNPOWER WILL NOT BE LIABLE TO YOU UNDER ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THE PRICE FOR THE INVERTER AND SUNPOWER'S OBLIGATIONS UNDER THIS EXPRESS LIMITED WARRANTY ARE CONSIDERATION FOR LIMITING SUNPOWER'S LIABILITY.

IF THIS PRODUCT IS A CONSUMER PRODUCT, FEDERAL LAW DOES NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES. TO THE EXTENT YOU ARE ENTITLED TO IMPLIED WARRANTIES UNDER FEDERAL LAW, TO THE EXTENT PERMITTED BY APPLICABLE LAW THEY ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. SOME STATES AND PROVINCES DO NOT ALLOW LIMITATIONS OR EXCLUSIONS ON IMPLIED WARRANTIES OR ON THE DURATION OF AN IMPLIED WARRANTY OR ON THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION(S) OR EXCLUSION(S) MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

### **3. Obtaining Warranty Performance**

If you feel you have a justified claim covered by this Limited Warranty, please notify the solar installer, from whom you purchased the Inverter.

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