

# LAUNCH PACKET

# PREPARED FOR

Name: Kingsley Nze

Address: 2715 Eros Lane, Missouri City, TX 77459

Project Size in KW: 5.53 kW

Type of Project: Solar

#### **NEED SERVICE?**

For monitoring, additional panels, critter guards, system or roof repairs:



▶ freedomsolarpower.com/service-department



# LETTER FROM OUR CEO

Dear Kingsley,

On behalf of everyone at Freedom Solar, I would like to thank you for choosing our team to perform your recent installation. We are proud that you have joined the growing ranks of the solar revolution and humbled by your trust in us. Welcome to the Freedom Solar family!

I have been leading this company for over a decade with a singular purpose - to help clients like you make a difference for your family and for the planet - and guided by the north star of delivering every customer the best product installed the right way because, like you, we are in this for the long haul.

If you ever have issues with your system or feedback for our team, please do not hesitate to contact our customer care team.

Congratulations, and thank you for your business!

Sincerely,

**Bret Biggart** 

Chief Executive Officer Freedom Solar Power

# YOUR NEXT STEPS

- Activate Your System and Set Up Monitoring
- File Your Federal Tax Return with the Solar Credits Form 5695
- File Your Property Tax Exemption Form
- Add Your System to Your Homeowner's Insurance Policy
- Learn How to Read Your Utility Bill
- Help Others Go Solar!
- Check Out the Post-Installation Services We Offer



# **YOUR SYSTEM & YOUR IMPACT**

# **System Details**

Capacity	5.53 kW
Annual Generation	8,030 kWh
Energy Offset	100%
25-Year Savings	\$75,995

#### **Product Details**

Solar Modules	(13) SPR-M425-H-AC
Inverter System	H-Series Factory Integrated Microinverters
Monitoring System	SunPower Monitoring System
SunPower® Warranty Registration ID	W-469636

#### **Environmental Details**

The amount of greenhouse emissions offset by this solar system over 25 years is equivalent to:



3,382 NUMBER OF TREES PLANTED



148,890 POUNDS OF COAL NOT BURNED



335,276

TONS OF WASTE RECYCLED INSTEAD OF LANDFILLED

SOURCE: EPA Greenhouse Gas Equivalencies Calculator www.epa.gov/energy/greenhouse-gas-equivalencies-calculator

# **SYSTEM ACTIVATION & MONITORING**

Let's energize your new solar power system! This guide will walk you through how to turn it on and how to log into your monitoring portal. Here's how it works:

# **Turning on Your System**

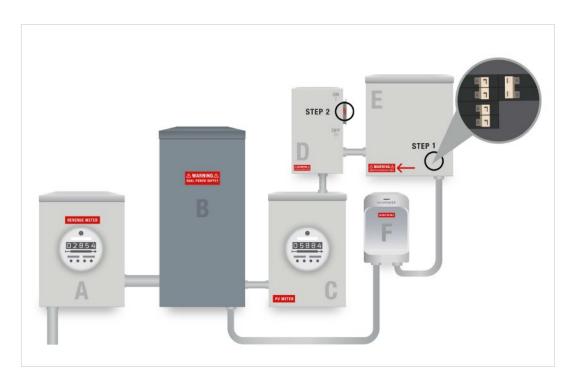
The diagram shows how to energize your solar system. If you are having trouble determining which electrical box is your solar aggregate panel, look for the box with a red warning sticker that says "Inverter Aggregate Panel" (indicated by a red arrow in the diagram).

### Step 1

Open your solar aggregate panel by pushing up the tab in the bottom left corner and confirm that the breakers are in the "ON" position. Close the panel.

#### Step 2

Pull the lever handle on your disconnect switch into the "ON" position.



# Setting Up Your Monitoring Portal

Your system comes equipped with a SunPower® monitoring system. We have configured your monitoring system and requested that a link with the login information be sent to your email. Here are links to the portal:

# **Monitoring Website**

https://us.sunpower.com/ getting-started-mysunpowermonitoring-app-equinox-solarand-sunvault-storage

#### iPhone App

https://apps.apple.com/ us/app/mysunpower/ id1504718150

# **Android App**

https://play.google.com/ store/apps/details?id=com. mysunpower

# PAID IN FULL INVOICE



# **PAID IN FULL**

### INVOICE

DATE:

07/19/2023

**ISSUED TO:** 

Kingsley Nze

2715 Eros Lane, Missouri City, TX 77459

#### **ISSUED FOR:**

(13) SPR-M425-H-AC Solar Panels, H-Series Factory Integrated Microinverters, Invisimount Racking System, SunPower Monitoring System, Miscellaneous Materials

**\** 1(800) 504-2337

9 4801 Freidrich Ln, Ste 100, Austin, TX 78744

▶ freedomsolarpower.com

**DESCRIPTION** 

**AMOUNT** 

**Total System Price** 

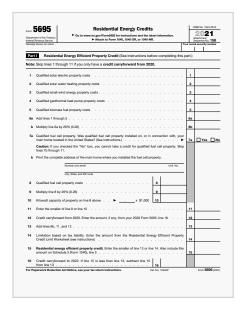
\$30,051.00

Freedom Solar, LLC TECL #28621
Regulated by the Texas Department of Licensing and Regulation
P.O. Box 12157, Austin, TX 78711
1(800)803-9202 | (512)463-6599
www.license.state.tx.us/complaints

# FORM 5695: RESIDENTIAL ENERGY CREDITS HELP

#### Filing Requirements for Solar Credits

- To claim the credit, you must file IRS Form 5695 as part of your tax return; calculate the credit on the form, and enter the result on your 1040.
- If you end up with a credit in excess of your income tax due (i.e. \$3,000 credit on a \$2,500 tax bill), you cannot use the credit to get money back from the IRS.
- Credits may be carried over to the following tax year. Rules
  about carrying forward and backward may vary for each
  person; please consult a tax professional for the current rules.



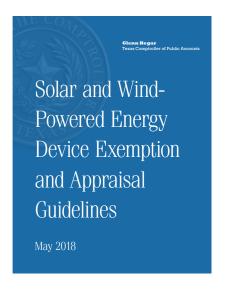
#### **Federal Tax Credit for Solar**

We recommend you discuss possible tax credits with your personal tax professional. You can find a copy of the required tax form on the IRS website or download by clicking the link below.

**DOWNLOAD** 

https://www.irs.gov/pub/irs-pdf/f5695.pdf

# FORM 50-123 TEXAS PROPERTY TAX EXEMPTION

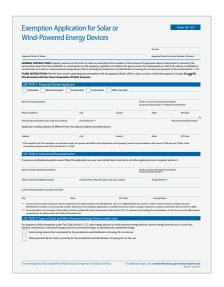


### **Texas Property Tax Exemption Information**

You may qualify for a property tax exemption if you install a solar PV system on your property. Check out this guide from the Texas Comptroller for more information.

**READ NOW** 

https://comptroller.texas.gov/taxes/property-tax/docs/96-1569.pdf



#### Form 50-123

You may find a copy of the Texas property tax exemption Form 50-123 on the comptroller's website at (the form will automatically download on most browsers)

**DOWNLOAD** 

https://www.comptroller.texas.gov/forms/50-123.pdf

#### **IMPORTANT!**

You must file a complete application and supporting documentation between **January 1 and April 30** of the exemption year. Fill out the application form and submit it to your tax appraisal district's chief appraiser.

# HOW TO CHOOSE A RETAIL ELECTRICITY PROVIDER

You live within a competitive electricity market in Texas, which means that you have a choice among retail electricity providers (REP) to supply the electricity you will need from the grid as a backup to your solar power system. Not all providers offer solar buyback programs, so you will need to switch your electricity plan in order to get credit on your bill for the solar energy your system generates.

You can switch to a buyback plan after receiving permission to operate (PTO) from your utility. You will need to provide your PTO letter to the REP you select and ask to enroll in their buyback plan. If you have questions about recommended providers or would like assistance making the switch, please contact your Energy Consultant.

Here are the resources we recommend to help you choose the right provider and plan:



#### **Texas Power Guide**

**READ NOW** 

www.texaspowerguide.com/solar-buyback-plans-texas



#### **Power to Choose**

**READ NOW** 

www.powertochoose.org

#### **NOTE**

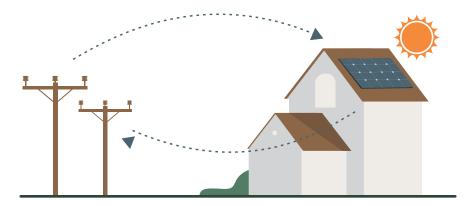
Solar buyback plans do not make sense for all solar customers, depending on the current buyback plan rates, your energy offset percentage, and the time of year. Your Energy Consultant will advise you on the best time to switch!

# HOW TO READ YOUR ELECTRIC BILL (PART 1)

After your solar power system is installed, your utility company will install a new "bi-directional" meter on your home. This meter will record and report two different energy readings, measured in kilowatt-hours (kWh), to the utility:

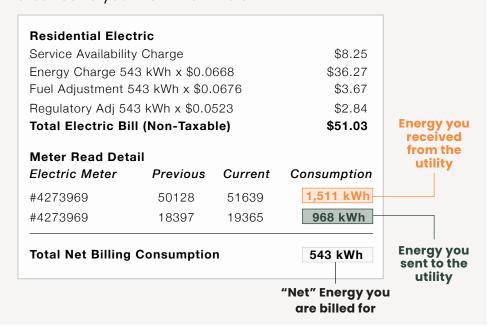
How many kWh go from the grid to your home

How many kWh go from your home to the grid



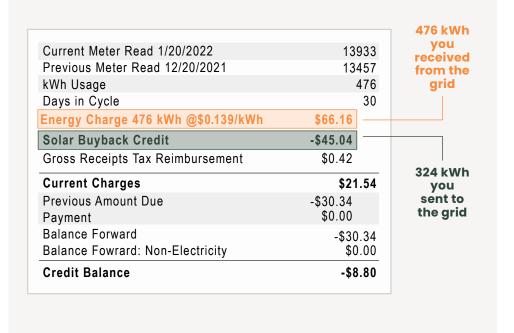
#### **SOLAR NET-METERING UTILITIES**

The energy you send to the utility will be subtracted from the energy you receive from the utility. The result will be your "net consumption." If your system generates more energy than you use in the month, the net consumption may be negative. Typically, the negative amount will be credited to your next month's bill.



#### **OTHER UTILITIES**

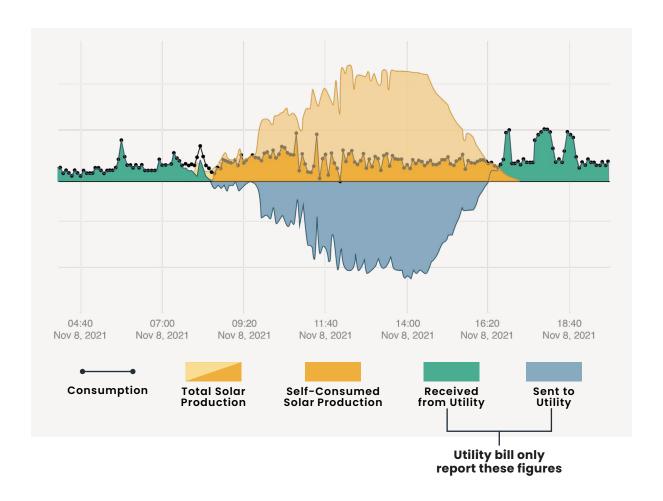
Other utilities may calculate a monetary value for all energy consumed and all energy produced. They will charge you for your consumption and subtract a credit for the energy you generate.



# HOW TO READ YOUR ELECTRIC BILL (PART 2)

It is important to understand that the energy that goes from your home to the grid does not represent the total production of your solar PV system. Some of your solar production will be "self-consumed" by your home. The remaining power that is in excess of your home's demand will flow back to the utility. The only way to determine how much energy your solar PV system is producing is to look at your solar monitoring portal, such as the MySunPower app.

Below is a chart showing a typical day of a solar PV system. As you can see, some of the energy produced by the solar array is "self-consumed", and the remaining excess power flows back to the utility, where it will be measured and reported by the utility's bi-directional mirror.



# **SHARE MORE SOLAR**

Help your friends, neighbors, and coworkers discover the financial and environmental benefits of solar power while accelerating your own impact.

We offer \$500 per homeowner you refer and \$1,000 per company you refer when they go solar with us. You can pay that forward to your referral, donate it to a charitable organization, or keep it to improve the payback of your system.

#### **Get Started!**

Register at: FreedomSolarPower.com/Refer-Us or download the Freedom Solar App in the App Store or Google Play

- Tap the Create and Account button
- 2 Select your sales rep, enter your information and submit
- 3 Tap +Add Referral
- 4 Submit your referral's contact information
- Track referral progress and transfer earnings directly to your PayPal, your bank account or a gift card.

**TIP:** Turn on push notifications to be notified when you earn rewards!



\$500 per residential referral

\$1,000
per commercial
(business)
referral

# **Sharing Your Referral Link**

- 1 Log onto the app or the web portal
- 2 Select the menu and then Share
- If you're on mobile, tap the phone icon, tap Share Referral Form, and copy your link. If you're on the web portal, click 'Copy Referral Form Link'
- Send your link to family & friends. When they enter their info we'll contact them on your behalf!

# **POST-INSTALLATION SERVICES**

#### **Warrantied Services**

Your Freedom Solar installed system is backed by our 25 year workmanship warranty. Our in-house service team is happy to assist you with all of your post-installation needs.

If you have any questions regarding system monitoring and production, ownership transfer, leak investigations, or equipment failures you can contact us by opening a Request Service Form on our website.

**Request Service** 

FreedomSolarPower.com/Service

# **Auxiliary Services**

In addition to warrantied services, our team provides a menu of services designed to optimize performance and protect your investment. These services include:

- Panel Cleaning
- Critter Abatement
- Solar Panel and Battery Additions
- Detachment and Reinstallation



# SOLAR PROPOSAL







Freedom Solar LLC TECL # 28621 Regulated by The Texas Department of Licensing and Regulation

P O Box 12157, Austin, TX 78711 1 (800) 803-9202 (512) 463-6599 license.state.tx.us/complaints

Prepared By: Billy Ea

# **PROPOSAL FOR**

Kingsley Nze kingsleyknze@gmail.com 2715 Eros Lane, Missouri City, TX 77459 Utility: Centerpoint 5.525 kW Solar System Expires 3/31/2023

# THE COST OF NOT GOING SOLAR

# **MONTHLY BILL**

(4.0% Inflation Rate)

Your monthly bill will increase as the cost of energy increases. Without solar, you will pay whatever the utility company wants to charge.

Year 1 **\$160/mo** 

Year 25 **\$410/mo** 

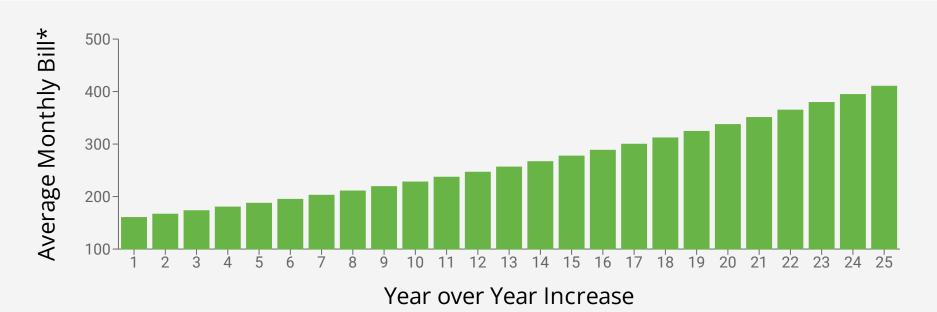
# **25 YEARS OF BILLS**

(4.0% Inflation Rate)

Over the next 25 years this is the total cost of the electricity you will use to power your home.

Without Inflation \$48,000

With Inflation **\$79,960** 



<sup>\*</sup> Average monthly bills are estimates only and based on certain assumptions outside of Freedom Solar LLC's ("Freedom Solar") control. These assumptions include, among others, fixed electricity costs, energy consumption rates, and inflation rates.

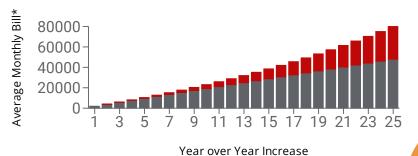


# YOUR SOLAR SAVINGS SUMMARY

# The Problem: Utility Costs

Monthly Bill: \$160 Yearly Bill: \$1,920

25 Years of Bills (4.0% Inflation Rate): \$75,989



# **Energy Production and Offset**

Electric Bill Offset	100%
System Required	5.525 kW

Annual Production	8,030 kWh
Lifetime Production	191,107kWh

YOUR SOLAR SAVINGS \$55,433

# Your Solar Power System

Equipment	13 SunPower M-Series 425 Watt Panels, 13 SunPower Microinverters, SunPower Monitoring, SunPower Invisimount Racking
Services	Permitting, Design, HOA Approval, Utility Interconnection, etc.
Warranty	Hassle free 25 year power, product and service warranty on the entire system from one company

# The Solution: Your Solar Price

Total Solar Investment	\$33,050
Freedom Solar Discount	\$3,000
Federal Tax Credit	\$9,015
3 Months of Electric Bills - 2023	\$480
Bottom Line	\$20,556

# YOUR SUNPOWER SYSTEM



#### SunPower Solar Cells

Robust copper back-contact design for unmatched reliability







EnergyLink Software

# **MATERIALS**

13 SunPower M-Series 425 Watt Panels 13 SunPower Microinverters SunPower Monitoring 1 Invisimount Racking System

#### Warranty:

Hassle-free 25-year power, product, and service warranty on the entire system from one company.

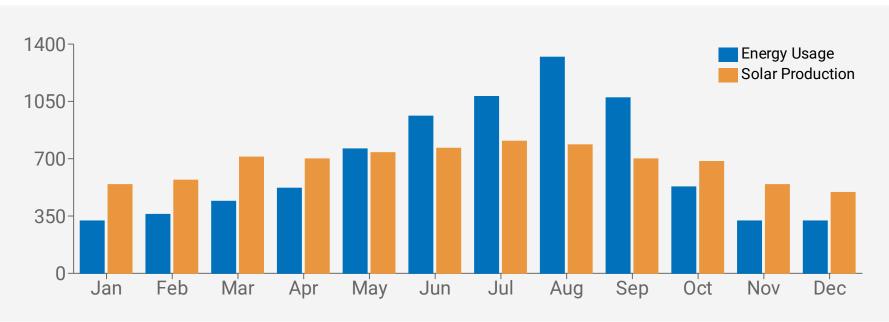




# YOUR SOLAR SYSTEM'S PRODUCTION\*

System Size	5.525 kW
Yearly Production	8,030 kWh
Panel Type	SPR-M425-H-AC
Number of Panels	13

SOLAR IMPACT ON YOUR BILL		
% of Bill Offset by Solar	100%	
Current Utility Bill	\$160	
Value of Solar Production	\$160	
New Utility Bill with Solar	-\$0	



<sup>\*</sup> System production and bill offsets are estimates only and based on certain assumptions outside of Freedom Solar's control. These assumptions include, among others, fixed sunlight, weather, energy consumption rates, and net metering policies. Freedom Solar makes no production guarantees.

# **PAYMENT SCHEDULE**

DISCOUNT BREAKDOWN		INCENTIVE & REBATE	INCENTIVE & REBATE BREAKDOWN	
Total Solar Investmen	t <b>\$33,050</b>	Out of Pocket	\$30,051	
Freedom Solar Discou	ınt <b>\$3,000</b>	Federal Tax Credit*	\$9,015	
		3 Months of Electric I	Bills - 2023 <b>\$480</b>	
Out of Pocket	\$30,051	Bottom Line	\$20,556	

# PAYMENT SCHEDULE (25 Year 3.99% Interest Loan)

Financed Amount	\$30,051
Months (1-16) Payments	\$114
Months (17-300) Payments (FTC Applied to Loan)	\$114
Months (17-300) Payments (FTC Pocketed)	\$163

# WARRANTIES





# FREEDOM SOLAR 25 YEAR WARRANTY



Freedom Solar provides a 25 year warranty for each Photovoltaic system installed.

This warranty covers Freedom Solar's workmanship of your installation in addition to the labor involved in removing any defective major active component and reinstalling the component in a timely fashion after it is repaired or replaced by the manufacturer. Major active components include Photovoltaic (PV) modules and Inverters.

Equipment warranties will be handled through the component manufacturer. Most Photovoltaic module manufacturers provide a 25 year warranty for each solar module. Most inverter manufacturers provide a minimum 10 year warranty. Please refer to the warranties specific to your system which have been provided to you in your final packet. Extended warranties are available for purchase through the manufacturer or your Freedom Solar Sales Representative.

Freedom Solar's warranty requires proper conditions of operation and terms of use of all equipment as stated in the manufacturer's owner's manual. The system owner is obligated to keep Photovoltaic modules clean and free of debris, which may inhibit the system's energy production. Failure to maintain proper equipment conditions or an attempt to install, remove, repair or otherwise tamper with any system equipment, wiring or system components by any unqualified individuals will result in a voided warranty.

Freedom Solar's 25 year warranty does not cover direct lightning strikes, flooding, tornado, hail damage, or any other acts of nature. The customer is responsible for presenting pictures and documentation of the Photovoltaic system to their insurance provider in order for the system to be protected under the customer's insurance policy.



# SUNPOWER® WARRANTY

SUNPOWER®

# SunPower Limited Product and Power Warranty for Residential PV Modules

This Limited Product and Power Warranty is effective for SunPower® photovoltaic modules for residential installation with "SPR-A" "SPR-E" "SPR-X" "SPR-U" or "SPR-M" in the product model number and sold on or after June 1, 2022. SunPower photovoltaic modules which include "COM" in the product model number are covered by a separate warranty.

IMPORTANT: BY USING YOUR SUNPOWER RESIDENTIAL PV PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LIMITED PRODUCT AND POWER WARRANTY AS SET OUT BELOW.

# 1. Limited Product and Power Warranty

Subject at all times to the terms and conditions as set out in this Limited Product and Power Warranty, SunPower Corporation ("SunPower") warrants to the original purchaser (as defined herein) ("Owner") that for 25 years beginning on the Warranty Start Datei (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 Minimum Peak Power rating and the maximum annual decline in peak power rating of the PV Modules will be no less than the percentages indicated in the table below.

PV Module	1st Year Minimum	Maximum Annual	25 <sup>th</sup> Year Minimum
PV Wodule	Peak Power	Decline in Peak Power	Peak Power
M-Series (SPR-M)	98%	0.25%	92%
A-Series (SPR-A)	98%	0.25%	92%
X-Series (SPR-X)	98%	0.25%	92%
E-Series (SPR-E)	98%	0.25%	92%
U-Series (SPR-U)	98%	0.55%	84.8%

THIS IS NOT A PERFORMANCE GUARANTEE OR GUARANTEE OF ESTIMATED OR ACTUAL ENERGY COST SAVINGS.

#### 2. Claims Process and Coverage

If any PV Module fails to conform to this Limited Product and Power Warranty and provided that any loss in power is determined by SunPower (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, SunPower will at its sole discretion, repair, replace or refund the defective PV Modules as set forth herein.

In the event you have a claim covered by this Limited Product and Power Warranty, immediately notify (a) an Authorized SunPower Installer; or (b) SunPower Corporation at the contacts shown below. Upon receipt of a claim, SunPower may require additional information regarding the claim, which may include, without limitation, applicable warranty registration information, proof of purchase and/or delivery, installation, serial and model numbers, and evidence regarding the basis of the claim. If the Owner cannot provide these materials within thirty (30) days of SunPower's request, the claim may be denied. All SunPower 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 SunPower.

For any valid claim, SunPower will, in its sole discretion, either: (a) repair; (b) replace; or (c) refund a prorated value of the module based on the original purchase price subject to the conditions set out herein. In the event SunPower elects to repair or replace the affected PV Modules, SunPower will pay for reasonable and customary transportation costs for: (i) the return of the PV Modules from the place where the affected PV Modules were delivered by SunPower, and; (ii) reasonable and customary transportation costs for reshipment of any repaired or replaced PV Modules to the place where the affected PV Modules were delivered by SunPower; (iii) for a PV Module that was originally installed in the United States by SunPower, any affiliate of SunPower, or any SunPower Authorized Installer, SunPower will pay for reasonable, necessary, and actual removal and reinstallation costs of the repaired or replaced PV Module; provided, however, SunPower has sole discretion to select the party performing such removal and reinstallation.

In the event SunPower elects to replace any PV Module, SunPower 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, purchase price shall be prorated.

# 3. General Conditions for Warranty Claims

a) All warranty claims must be filed within the Warranty Period and at no point longer than 30 days from the date that the claim is identified or reasonably should have been identified by the then warranty holder. Any claim filed outside the Warranty Period, including any claim for a latent or undiscovered defect, is invalid.

- b) The Limited Product and Power 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 or device of any type, such as a vehicle, the Warranty Period shall be limited to 12 years from the warranty start date.
- d) In cases of PV Module replacement, any replaced PV Module shall pass into the ownership of SunPower.
- e) When PV modules are to be installed on floating mounting systems, the Limited Product and Power Warranty shall apply only if SunPower has provided the customer with its written consent to the application of this Limited Product and Power Warranty prior to such installation
- f) Owner is responsible to ensure an installation site is properly maintained to not create an unsafe condition for SunPower personnel effectuating inspections or repairs. Failure to maintain or remedy site conditions preventing warranty work within 30 days of notification by SunPower may result in a denial of claim.
- g) Warranty is valid only for systems sold and installed in the United States of America (excludes US territories unless warranty extension has been given by SunPower in writing).

#### 4. Exclusions and Limitations

The Limited Warranty does not apply to any of the following:

- a) PV Modules subjected to:
- i. misuse, accident, or abuse, including improper storage after receipt, neglect, including the failure to properly maintain the product or system or to allow SunPower required firmware upgrades;
- ii. alteration, including the unauthorized removal or modification of PV modules and if applicable, module or system electronics, or improper installation (which includes, without limitation, installation that does not comply with all SunPower installation instructions, product recommendations, or suggested or required total system size requirements, product labels, or operations and maintenance instructions of any type as may be amended and updated from time to time at SunPower's sole discretion and all national, state, and local laws, codes, ordinances, and regulations, or operation of a system or component without the

latest SunPower recommended firmware;

- iii. repair or modification by someone other than an approved service technician of SunPower;
- iv. conditions exceeding the voltage, wind, snow load specifications, or any other design or operational specification or instructions;

v. damage caused by natural forces tornado, flood, lightning, hurricanes, or earth uakes), fire, power failure surges, or other circumstances beyond SunPower's control

- vi. damage from persons, pests, animals, biological activity, environmental pollution or industrial chemical exposure vii. glass breakage from impact or other events outside SunPower's control
- viii. the combination of module with third party products deemed by SunPower to be incompatible for use with its products or systems.
- b) Cosmetic effects, such as discoloration, 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 Product and Power 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 which have not been installed or commissioned with a SunPower monitoring device.
- d) PV Modules installed in locations, which in SunPower's sole judgment, may have been in direct contact with saltwater.
- e) PV Modules for which the labels containing product type or serial number have been altered, removed or made illegible.
- f) PV Modules which have been moved from their original installation location without the express written approval of SunPower.
- g) PV Modules where any included factory-integrated electronics exhibit defects that do not materially impact power output.
- h) PV Modules which have been sold "as is" or without a warranty.
- i) Defects or issues arising from or relating to existing electrical components at the installation site, including, breakers, electrical panels,
- or wiring, including where these components do not comply with current codes, including building or electrical codes.
- j) SunPower modules which include "COM" in the model number.

Special terms regarding wood shingled roofs: in the event that the solar panels have been installed on wood shingled or shake roofs, be it cedar, spruce, pine or any other type of wood material, the sole and exclusive remedy under this Limited Product and Power Warranty shall be the provision of replacement parts by SunPower.

Under no circumstance shall SunPower be liable to refund any amounts or pay for or provide labor to uninstall and or reinstall panels. SunPower 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 Product and Power Warranty, due to acts of god, product shortages, war, riots, strikes, fire, flood, pandemic, endemic, epidemic or any other cause or circumstance beyond the reasonable control of SunPower.

# 5. Assignment and Transfer of Warranty

- a. This Limited Product and Power Warranty is fully assignable and transferable to the owner of the photovoltaic power generation facility or project as of the time the PV Modules are initially installed (the "Original End User") provided, however, the warranty holder or subsequent owner must provide written notice to SunPower at the email address listed below within ninety (90) calendar days of the assignment or transfer of the PV Modules. Failure to do so may render this warranty null and void.
- b. Further assignment or transfers from the Original End User to any other party are subject to the terms and conditions as set out in the Subsequent Assignee Warranty available upon request at time of subsequent assignment.

# 6. Limitation of Warranty Scope

SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED PRODUCT AND POWER WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES. EXCEPT AS PROVIDED IN THIS LIMITED PRODUCT AND POWER WARRANTY, ALL WARRANTIES OF ANY KIND, STATUTORY OR OTHERWISE, 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 SUNPOWER ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, 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 PV MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PV 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 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 PRODUCT AND POWER 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 PRODUCT AND POWER WARRANTY WILL CONTINUE IN FULL FORCE AND EFFECT. THIS IS A LIMITED PRODUCT AND POWER WARANTY AND IS NOT A SERVICE CONTRACT OR A CONTRACT OF INSURANCE AND IS NOT A "FULL" WARRANTY AS DEFINED BY THE MAGNUSON-MOSS WARRANTY ACT.

### 7. Exclusive Remedy

The sole and exclusive remedy for any claimed breach of this warranty shall be, at SunPower's sole discretion, either (1) the repair or replacement of the covered equipment using new or refurbished equipment or (2) a refund of the purchase price of the impaired covered equipment.

#### 8. Limitation of Action

Any action, regardless of form or basis, including for any claim arising from or related to this warranty, must be commenced within one year of the earlier of (a) the date the system owner knew or should have known, after reasonable investigation, of a defect, issue or power loss in excess of the warranty minimum output stated herein or (b) the date the claim was first presented to SunPower or a SunPower authorized dealer. Failure to timely assert a claim shall deemed it irrevocably waived.

#### 9. No Oral Modification or Waiver

No modification of this warranty, or waiver of its terms, shall be effective unless approved in a writing signed by the parties.

### 10. Governing Law

The laws of the State of Texas shall govern this warranty, and claims of breach of this warranty, and the parties' rights and duties under it.

# 11. Damages Disclaimer

SunPower shall not under any circumstances be liable for any incidental or consequential damages of any kind including, but not limited to, loss of profits and time and expenses incurred by Owner to have repairs performed.

# 12. Binding Arbitration

Any controversy or claim arising out of or relating to this Limited Product and Power Warranty, or any claimed breach thereof, shall be settled by individual, non-aggregated arbitration administered by JAMS (www.jamsadr.com) and judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

#### 13. For Claims Contact

SunPower Corporation
Attn: Warranty Claims Processing
1414 Harbour Way South
Richmond, CA 94804
Via email: customersupport@sunpower.com
Telephonically: 1.800.SUNPOWER

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

ii "Minimum Peak Power" is defined as the minimum rated DC 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. SunPower modules shall, in any event, require a sweep rate of no less than 200ms to ensure an accurate power measurement. SunPower can provide a detailed testing procedure or a list of recognized testing agencies upon request.

# **CONTACT INFORMATION**

Need service? We are here to help.

# For Monitoring, Additional Panels, Critter Guards, System or Roof Repairs:

- **(** (800) 504-2337, Option 4
- service@freedomsolarpower.com
- freedomsolarpower.com/service-department

# For Billing/Invoicing:

- (800) 504-2337, Option 5
- ar@freedomsolarpower.com

# **General Inquries:**

- **(833) 500-0014**
- customerservice@freedomsolarpower.com
- freedomsolarpower.com/contact