



WARRANTY

CRYOTEL® PRODUCT LIMITED WARRANTY

Sunpower warrants to the original purchaser that this CryoTel® product including the cryocooler controller (Product) will be free from defects in material and/or workmanship. This warranty is limited to twenty four (24) months from date of delivery.*

LIMITATIONS AND EXCLUSIONS

The Buyer's sole and exclusive remedy for breach of the CryoTel Product Limited Warranty is replacement or repair at the discretion of Sunpower and subject to a finding by Sunpower that the unit is defective. The Product that is to be replaced or repaired shall be returned to Sunpower's manufacturing facility at the Buyer's expense.

All repairs and/or replacements shall be performed at Sunpower's manufacturing facility. All units submitted for repair or replacement will be subject to examination by Sunpower's manufacturing personnel in order to verify that the unit is defective. CryoTel units which are determined by Sunpower's manufacturing personnel to have been subjected to misuse, neglect, improper operation or handling, use or care in violation of Sunpower's Use and Care Guidelines (located in the product User Manual) are not covered by this limited warranty.

This limited warranty shall be void on CryoTel units that have been modified or repaired outside Sunpower's manufacturing facility.

THE LIMITED WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. SUNPOWER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SUNPOWER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, THE PROVISIONS SET FORTH ABOVE STATE SUNPOWER'S ENTIRE RESPONSIBILITY AND THE BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF WARRANTY.