

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 6-K

**Report of Foreign Private Issuer
Pursuant to Rule 13a-16 or 15d-16b n
of the Securities Exchange Act of 1934**

Date of Report: February 2026

Commission File Number: 001-39368

**MAXEON SOLAR TECHNOLOGIES, LTD.
(Exact Name of registrant as specified in its charter)**

**38 Beach Road #23-11
South Beach Tower
Singapore 189767
(Address of principal executive office)**

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F:

Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Closing of Sale Transaction

Maxeon Solar Technologies Ltd. (NASDAQ: MAXN) (“Maxeon or the “Company”) has announced that it completed the sale (the “Closing”) of 100% equity interest in SunPower Malaysia Manufacturing Sdn. Bhd., a Malaysian private company engaged in manufacturing solar power products and a subsidiary of Maxeon, to MFS Technology (S) PTE Ltd (the “Buyer”), on February [13], 2026 (the “Closing Date”), pursuant to the terms of that Share Sale and Purchase Agreement (the “SPA”) entered into by and between SunPower Technology Ltd., a subsidiary of the Company (“Vendor”), and the Buyer, on January 23, 2026. Prior the Closing, the parties amended and supplemented the SPA on February 6, 2026 and February 13, 2026, respectively, through the signing of supplementary agreements (each a “Supplementary Agreement”), in the form attached to this Report as Exhibits 99.1 and 99.2

Supplementary Agreements to the SPA

Pursuant to the February 6, 2026 Supplementary Agreement, Vendor and the Buyer agreed to include an additional completion deliverable relating to the management accounts of the Company as of the Closing Date and to amend the definitions of “Vendor’s Group” and “Current Directors” in the SPA, with effect as of the date of execution of the Supplemental Agreement.

Pursuant to the February 13, 2026 Supplementary Agreement, Vendor and the Buyer agreed to correct a clerical discrepancy in Clause 7.6.2 of the SPA relating to the amount of share capital reduced by the Company in Ringgit Malaysia.

Capitalized terms used but not otherwise defined, shall have the meaning given to them in the SPA and the Report on Form 6-K furnished by Maxeon with the Securities and Exchange Commission (“SEC”) on January 23, 2026.

Except to the extent set forth in the Supplementary Agreements, the terms and conditions of the SPA shall remain in full force and effect. The foregoing description of the Supplementary Agreements are only a summary, does not purport to be complete and is qualified in its entirety by reference to the full text of the Supplementary Agreements, which are filed as Exhibits 99.1 and 99.2 hereto and incorporated herein by reference.

Incorporation by Reference

The information contained in this report is hereby incorporated by reference into the Company’s registration statements on Form F-3 ([File No. 333-268309](#)), Form S-8 ([File No. 333-241709](#)), Form S-8 ([File No. 333-277501](#)), Form S-8 ([File No. 333-283187](#)), and Form S-8 ([File No. 333-290336](#)) each filed with the Securities and Exchange Commission (the “SEC”).

Forward-Looking Statements

This report on Form 6-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, including, statements regarding restructuring of our business portfolio and our strategic plans, including the ability to close the transactions discussed in this report and successfully execute on the plans and undertakings contemplated in the agreements discussed in this report; the Company’s manufacturing plans in the U.S.; our expectations and plans for short- and long-term strategy, including our product and technology focus and projected growth and profitability; our ability to execute on our plans and strategy; and our relationship with our existing customers, suppliers and partners, and our ability to achieve and maintain them.

Additional forward-looking statements can be identified by terminology such as "may," "might," "could," "will," "aims," "expects," "anticipates," "future," "intends," "plans," "believes," "estimates" and similar statements. These forward-looking statements are based on our current assumptions, expectations and beliefs and involve substantial risks and uncertainties that may cause results, performance or achievement to materially differ from those expressed or implied by these forward-looking statements. These statements are not guarantees of future performance and are subject to a number of risks. The reader should not place undue reliance on these forward-looking statements, as there can be no assurances that the plans, initiatives or expectations upon which they are based will occur. Factors

that could cause or contribute to such differences include, but are not limited to: (1) challenges in executing transactions key to our strategic plans, including closing of the transactions discussed in this report and establishing a successful collaboration plan for the further development of MAX8 Technology and strategic partnerships, executing other restructuring plans, regulatory and other challenges that may arise; (2) our liquidity, substantial indebtedness, terms and conditions upon which our indebtedness is incurred, and ability to obtain additional financing for our projects, customers and operations; (3) an adverse final determination of our legal action contesting U.S. Customs & Border Protection's (CBP) decision denying the Company's protests regarding the detained shipments of Maxeon 3, Maxeon 6, and Performance 6 solar panel; (4) our ability to manage supply chain shortages and/or excess inventory and cost increases and operating expenses; (5) potential disruptions to our operations and supply chain that may result from damage or destruction of facilities operated by our suppliers, difficulties in hiring or retaining key personnel, epidemics, natural disasters, including impacts of the war in Ukraine; (6) our ability to manage our key customers and suppliers; (7) the success of our ongoing research and development efforts and our ability to commercialize new products and services, including products and services developed through strategic partnerships; (8) competition in the solar and general energy industry and downward pressure on selling prices and wholesale energy pricing, including impacts of inflation, economic recession and foreign exchange rates upon customer demand; (9) changes in regulation and public policy, including the imposition and applicability of tariffs; (10) our ability to comply with various tax holiday requirements as well as regulatory changes or findings affecting the availability of economic incentives promoting use of solar energy and availability of tax incentives or imposition of tax duties; (11) fluctuations in our operating results and in the foreign currencies in which we operate; (12) appropriately sizing, or delays in establishing alternative manufacturing capacity and containing manufacturing and logistics difficulties that could arise; (13) unanticipated impact to customer demand and sales schedules due, among other factors, to the war in Ukraine and conflicts in the Middle East, economic recession and environmental disasters; (14) challenges managing our acquisitions, joint ventures and partnerships, including our ability to successfully manage acquired assets and supplier relationships; (15) reaction by securities or industry analysts to our results of operations or other factors, and/ or third party reports or publications, whether accurate or not, which may cause such securities or industry analysts to cease publishing research or reports about us, or adversely change their recommendations regarding our ordinary shares, which may negatively impact the market price of our ordinary shares and volume of our stock trading; and (16) unpredictable outcomes resulting from our litigation activities or other disputes. A detailed discussion of these factors and other risks that affect our business is included in filings we make with the Securities and Exchange Commission ("SEC") from time to time, including our most recent report on Form 20-F, particularly under the heading "Risk Factors". Copies of these filings are available online from the SEC at www.sec.gov, or on the SEC Filings section of our Investor Relations website at <https://corp.maxeon.com/investor-relations>. All forward-looking statements in this press release are based on information currently available to us, and we assume no obligation to update these forward-looking statements in light of new information or future events.

EXHIBITS

Exhibit Title

[99.1](#)* Supplementary Agreement, dated February 6, 2026, by and between SunPower Technology Ltd. and MFS Technology (S) PTE Ltd.

[99.2](#)* Second Supplementary Agreement, dated February 13, 2026, by and between SunPower Technology Ltd. and MFS Technology (S) PTE Ltd.

* Certain of the exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). The Company agrees to furnish a copy of all omitted exhibits and schedules to the SEC upon its request.

EXHIBIT 99.1

SUPPLEMENTARY AGREEMENT

EXHIBIT 99.2

SECOND SUPPLEMENTARY AGREEMENT

SUPPLEMENTARY AGREEMENT

This SUPPLEMENTARY AGREEMENT (this “**Supplementary Agreement**”) is entered into as of 6 February 2026 by and between the following parties:

- (1) **SUNPOWER TECHNOLOGY LTD. (Registration No.: 125925)**, an exempted company incorporated in the Cayman Islands and having its registered office at One Nexus Way, Camana Bay, George Town, Grand Cayman, KY1-9005, Cayman Islands (“**Vendor**”); and
- (2) **MFS TECHNOLOGY (S) PTE LTD (Registration No.: 198803689D)**, a company incorporated in Singapore and having its registered address at 801 Lorong 7 Toa Payoh, #02-01 WBL Building, Singapore 319319 (“**Buyer**”).

(The Vendor and the Buyer shall be referred to individually as “**Party**” and collectively as “**Parties**” as the context may require).

RECITALS

WHEREAS, the Vendor and the Buyer have entered into a Share Sale and Purchase Agreement on 23 January, 2026 (as amended and supplemented from time to time, the “**Agreement**”), pursuant to which, the Vendor has agreed to sell to the Buyer, and the Buyer has agreed to purchase from the Vendor, the Sale Shares in accordance with the terms and conditions thereof.

WHEREAS, the Parties hereby agree to make the supplements to the Agreement pursuant to the terms of this Supplementary Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and undertakings herein, the Parties agree as follows:

1. VENDOR’S COMPLETION DELIVERABLES.

- 1.1 The Parties agree that an additional item shall be included in the Vendor’s Completion Deliverables as **Clause 5.1.1(b) (xiii)**, which shall be “a confirmation letter in a form reasonably satisfactory to the Buyer duly executed by the Vendor (with the management accounts of the Company as of the Completion Date (the “**Closing Accounts**”) attached thereto), confirming that (i) as of the Completion Date and immediately upon the waiver of the Net Intercompany Balances by the Company, (x) there is no outstanding account receivable due to the Company by any member of the Vendor’s Group and (y) the total assets of the Company as shown in the Closing Accounts amount to USD59,939,000.00 (United States Dollars Fifty-Nine Million Nine Hundred and Thirty-Nine Thousand) or, where an exact match to such an amount is not achievable, an amount falling within a reasonable range of variation not exceeding USD6,000,000 (United States Dollars Six Million) below such amount; and (ii) based on information reasonably available as at Completion and to the best knowledge of the Vendor, the Closing Accounts are true, accurate, complete and not misleading”.

2. DEFINITION OF THE VENDOR’S GROUP AND CURRENT DIRECTORS.

- 2.1 The definition of the “**Vendor’s Group**” as set forth in **Clause 1.1** of the Agreement is

deleted in its entirety and the following is inserted in lieu thereof:

“Vendor’s Group” means (i) the direct and indirect shareholders of the Vendor (excluding the direct and indirect shareholders of the Guarantor) and (ii) the respective Affiliates of the persons in limb (i) from time to time (excluding the Company and any Affiliates of such persons which are not directly or indirectly controlled by the Guarantor).

- 2.2 The definition of the **“Current Directors”** as set forth in **Clause 1.1** of the Agreement is deleted in its entirety and the following is inserted in lieu thereof:

“Current Directors” means the directors of the Company that are nominated by the Vendor (including any replacement director appointed from time to time), provided that such directors shall at all times include at least one (1) resident director in Malaysia. The Current Directors as at the date of this Agreement are the following person:-

(i) [*****] ([*****]); and

(ii) [*****] ([*****]).

3. MISCELLANEOUS.

- 3.1 This Supplementary Agreement shall take effect and become legally binding on the Parties immediately upon execution and delivery by the Parties.
- 3.2 Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement.
- 3.3 This Supplementary Agreement may be entered into in two (2) counterparts, all of which taken together shall constitute one (1) and the same instrument. The Parties may enter into this Supplementary Agreement by signing (whether by handwriting, electronically or digitally) any such counterpart.
- 3.4 **Clause 11** (*Miscellaneous*) of the Agreement shall apply to this Supplementary Agreement as if incorporated by reference.
- 3.5 Except as specified herein, all other provisions of the Agreement shall not be amended, modified, impaired or otherwise affected and shall remain in full force and effect. This Supplementary Agreement is an amendment and supplemental to, and shall be read in conjunction with, and construed as one document with, the Agreement. In the event of any conflict between this Supplementary Agreement and the Agreement, this Supplementary Agreement shall prevail solely to the extent of the specified amendments expressly set out herein, and the Agreement shall otherwise continue to apply in full force and effect
- 3.6 Nothing in this Supplementary Agreement (including the confirmation letter referred to in Clause 5.1.1(b)(xiii)) shall create or be deemed to create any representation, warranty, indemnity, covenant or other obligation on the part of the Vendor or the Company beyond those expressly set out in the Agreement, and all liability in connection with this Supplementary Agreement shall be subject to the limitations, exclusions and survival periods set out in Clauses 8 and 9 of the Agreement.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF this Supplementary Agreement has been entered into on

The Vendor

For and on behalf of
SUNPOWER TECHNOLOGY LTD.
(Registration No.: 125925)
in the presence of:-

)
)
) /s/ Dmitri Hu
)
Name: Dien Chien Hu / Dmitri Hu
Designation: Director
Date: 6 February 2026

/s/ Su-Lynn Choy
.....
Name: Choy Su-Lynn
Designation: Associate General Counsel
Date: 6 February 2026

IN WITNESS WHEREOF this Supplementary Agreement has been entered into on

The Buyer

For and on behalf of
MFS TECHNOLOGY (S) PTE LTD
(Registration No.: 198803689D)
in the presence of:-

)
)
) /s/ Tan Bian Ee
)
Name: Tan Bian Ee
Designation: Director
Date: 6 February 2026

/s/ Janny Zhang
.....
Name: Janny Zhang
Designation: Director
Date: 6 February 2026

SECOND SUPPLEMENTARY AGREEMENT

This SECOND SUPPLEMENTARY AGREEMENT (this “**Second Supplementary Agreement**”) is entered into as of 13 February 2026 by and between the following parties:

- (1) **SUNPOWER TECHNOLOGY LTD. (Registration No.: 125925)**, an exempted company incorporated in the Cayman Islands and having its registered office at One Nexus Way, Camana Bay, George Town, Grand Cayman, KY1-9005, Cayman Islands (“**Vendor**”); and
- (2) **MFS TECHNOLOGY (S) PTE LTD (Registration No.: 198803689D)**, a company incorporated in Singapore and having its registered address at 801 Lorong 7 Toa Payoh, #02-01 WBL Building, Singapore 319319 (“**Buyer**”).

(The Vendor and the Buyer shall be referred to individually as “**Party**” and collectively as “**Parties**” as the context may require).

RECITALS

WHEREAS, the Vendor and the Buyer have entered into a Share Sale and Purchase Agreement on 23 January 2026 (as amended and supplemented by a Supplementary Agreement dated 6 February 2026, the “**Agreement**”), pursuant to which, the Vendor has agreed to sell to the Buyer, and the Buyer has agreed to purchase from the Vendor, the Sale Shares in accordance with the terms and conditions thereof.

WHEREAS, the Parties hereby agree to make the supplements to the Agreement pursuant to the terms of this Second Supplementary Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and undertakings herein, the Parties agree as follows:

1. CAPITAL REDUCTION

- 1.1 **Clause 7.6.2** of the Agreement is deleted in its entirety and the following is inserted in lieu thereof:

“7.6.2 The Vendor shall ensure that the amount of the paid up and partially paid up issued share capital reduced by the Company in Ringgit Malaysia (i.e. Ringgit Malaysia One Billion One Hundred Sixty-One Million Seven Hundred Sixty-Two Thousand Two Hundred (RM1,161,762,200.00)) in accordance with **Clause 7.6.1** is sufficient to offset the deficit in the amount of United States Dollar Three Hundred Fifty-Nine Million One Hundred Eighty-Seven Thousand Eight Hundred Sixty-Six and Forty Five Cents (USD359,187,866.45) arising on the Company’s financial statements from the waiver of the Net Intercompany Balances after the Completion, and that such offset complies with all relevant laws, regulations and applicable accounting standards.”

2. MISCELLANEOUS.

- 2.1 This Second Supplementary Agreement shall take effect and become legally binding on

the Parties immediately upon execution and delivery by the Parties.

- 2.2 Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement.
- 2.3 This Second Supplementary Agreement may be entered into in two (2) counterparts, all of which taken together shall constitute one (1) and the same instrument. The Parties may enter into this Second Supplementary Agreement by signing (whether by handwriting, electronically or digitally) any such counterpart.
- 2.4 **Clause 11** (*Miscellaneous*) of the Agreement shall apply to this Second Supplementary Agreement as if incorporated by reference.
- 2.5 Except as specified herein, all other provisions of the Agreement shall not be amended, modified, impaired or otherwise affected and shall remain in full force and effect. This Second Supplementary Agreement is an amendment and supplemental to, and shall be read in conjunction with, and construed as one document with, the Agreement. In the event of any conflict between this Second Supplementary Agreement and the Agreement, this Second Supplementary Agreement shall prevail solely to the extent of the specified amendments expressly set out herein, and the Agreement shall otherwise continue to apply in full force and effect.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF this Second Supplementary Agreement has been entered into on

The Vendor

For and on behalf of
SUNPOWER TECHNOLOGY LTD.
(Registration No.: 125925)
in the presence of:-

)
)
) /s/ Dmitri Hu
)
Name: Dien-Chien (Dmitri) Hu
Designation: Director
Date: 13 February 2026

/s/ Guanyu Guo
.....
Name: Guanyu Guo
Designation: Senior Legal Counsel
Date: 13 February 2026

IN WITNESS WHEREOF this Second Supplementary Agreement has been entered into on

The Buyer

For and on behalf of
MFS TECHNOLOGY (S) PTE LTD
(Registration No.: 198803689D)
in the presence of:-

)
)
) /s/ Tan Bian Ee
)
Name: Tan Bian Ee
Designation: Director
Date: 13 February 2026

/s/ Janny Zhang
.....
Name: Janny Zhang
Designation: Director
Date: 13 February 2026
