Enphase Energy Limited Warranty – United States, United States Territories, and Canada

This Enphase Energy, Inc. ("Enphase") limited warranty ("Limited Warranty") covers defects in workmanship and materials of the following Enphase products for the applicable warranty periods (each a "Warranty Period") set out below:

- <u>M215/250, S230/280 Microinverter</u>: 25 years commencing on the earlier of (i) 4 months from the date the product is shipped from Enphase and (ii) the installation of the product at the original end-user location ("Original Location").
- <u>C250 Microinverter</u>: 10 or 20 years (dependent upon product SKU) commencing on the earlier of (i) 4 months from the date the product is shipped from Enphase and (ii) the installation of the product at the Original Location.
- <u>Envoy</u>: 2 years commencing on the earlier of (i) 4 months from the date the product is shipped from Enphase and (ii) the installation of the product at the Original Location.
- <u>Envoy-S Standard, Envoy-S Metered, Mobile Connect, Consumption CT, AC Combiner Box</u>: 5 years commencing on the earlier of (i) 4 months from the date the product is shipped from Enphase and (ii) the installation of the product at the Original Location.

Except as set forth above, this Limited warranty applies only to products installed in the United States, United States territories (including Puerto Rico, Northern Mariana Islands, U.S. Virgin Islands, American Samoa, and Guam), and Canada. During the Warranty Period, the Limited Warranty is transferable to a different owner ("Transferee") as long as the product remains at the Original Location, the Transferee submits to Enphase a "Change of PV Ownership Form", and pays the applicable Transfer Fee within 30 days from the date of transfer to the Transferee. This submission is a requirement for continued Limited Warranty coverage. The Transfer Fee is set forth in the Change of PV Ownership Form, and is subject to reasonable adjustment from time to time (as determined at Enphase's discretion). The Change of PV Ownership Form and payment instructions are available at http://www.enphase.com/warranty.

During the Warranty Period, if Enphase establishes the existence of a defect that is covered by the Limited Warranty, Enphase will, at its option, either (1) repair or replace the product free of charge, or (2) issue a credit or refund for the product to the owner of the system in an amount up to its actual value at the time the owner notifies Enphase of the defect, as determined by Enphase.

If Enphase elects to repair or replace the product, Enphase will, at its option, use new and/or reconditioned parts or products of original or improved design. If Enphase repairs or replaces a product, the Limited Warranty continues on the repaired or replacement product for the remainder of the original Warranty Period or ninety (90) days from the date of receipt of Enphase's return shipment of the repaired or replacement product, whichever is later. The Limited Warranty covers a replacement unit but does not include labor costs related to (1) un-installing the product or (2) if applicable, re-installing a repaired or replacement product. To the extent applicable, the Limited Warranty also covers the costs of shipping a repaired or replacement product from Enphase, via a non-expedited freight carrier selected by Enphase, to locations in United States, United States territories, and Canada. The Limited Warranty does not cover, and Enphase will not be responsible for, shipping damage or damage caused by mishandling by the freight carrier.

The Limited Warranty does not apply to, and Enphase will not be responsible for, any defect in or damage to any products: (1) that have been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (2) that have been improperly installed, operated, handled or used, including

use under conditions for which the product was not designed, use in an unsuitable environment, or use in a manner contrary to the Enphase User Manual or applicable laws or regulations; (3) that have been subjected to fire, water, generalized corrosion, biological infestations, acts of nature, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the products specifications, including high input voltage from generators or lightning strikes; (4) that have been subjected to incidental or consequential damage caused by defects of other components of the solar system; (5) if the original identification markings (including trademark or serial number) of such products have been defaced, altered, or removed; or (6) for which the Trip Point Management (TPM) profile with either pre-loaded or pre-set functions has been altered, and such alteration of the profile causes the product to malfunction, fail, or fail to optimally perform. The Limited Warranty does not cover cosmetic, technical or design defects, or shortcomings which do not materially influence or affect energy production or degrade form, fit, or function of the products. The Limited Warranty does not cover costs related to the removal, installation or troubleshooting of the owner's electrical systems. The Limited Warranty does not extend beyond the original cost of the products.

To obtain repair or replacement service, credit or refund (as applicable) under this Limited Warranty, the owner must comply with the Return Merchandise Authorization Procedure available at <u>http://www.enphase.com/warranty</u>.

Enphase expressly reserves the right to novate or assign its rights and obligations under this warranty agreement to a third party with the demonstrated expertise and requisite resources needed to effectively discharge the obligations hereunder.

THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ENPHASE AND, WHERE PERMITTED BY LAW, IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION. IN NO EVENT WILL ENPHASE BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY.

To the extent any implied warranties are required under applicable law to apply to the products, such implied warranties shall be limited in duration to the Warranty Period, to the extent permitted by applicable law. Some regions 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. This Limited Warranty gives the owner specific legal rights, and the owner may have other rights that may vary from region to region. The grant of this Limited Warranty by Enphase is conditioned upon agreement by the owner and any permitted Transferee to the terms, conditions and requirements herein.