

Enphase Energy, Inc. Limited Warranty – Australia and New Zealand

The provider of this Limited Warranty is Enphase Energy, Inc., 47281 Bayside Parkway Fremont, CA 94538 United States (“Enphase”).

- Limited Warranty.** This Limited Warranty is effective for Covered Products (defined below) that are activated on or after April 12, 2023, unless a newer limited warranty is subsequently posted which applies to your Covered Product’s date of activation. Always check <https://enphase.com/en-au/warranty/australia> for the correct limited warranty governing your Covered Product. Subject to the terms of this Limited Warranty, Enphase warrants to the Covered Owner (defined below) that the products listed in the table below and installed for use at the original end user location (the “Original Location”) (each a “Covered Product”), will be free from defects in workmanship and materials (“Workmanship Warranty”) for the applicable limited warranty period set forth below (each, a “Limited Warranty Period”), provided that the Original Location is located within the following territories (the “Territory”):

Australia and New Zealand .

This Limited Warranty is valid only (a) when the Covered Products are sold by Enphase itself or by an Enphase-authorized reseller and (b) to the extent permitted by the applicable laws of the territories mentioned above.

| <u>Products</u> | <u>Limited Warranty Period</u> |
|---|--|
| Enphase IQ™ Battery 5P™ (“IQ Battery Product”) with SKU: IQBATTERY-5P-1P-ROW | The Limited Warranty Period begins on the Activation Date (defined below) and ends on the earlier of (a) 15 years from the Activation Date or (b) 6,000 discharged cycles. |
| IQ™ System Controller 3 INT with SKU: SC100G-M230ROW | 10 years from the Activation Date |
| Mobile Connect with SKUs: CELLMODEM-M1-06-AT-05 | 5 years from the Activation Date |

- Activation Date.** As used in this Limited Warranty, “Activation Date” means the following:
 - For Covered Products that are IQ Battery Products (each a “Covered IQ Battery Product”) only: The earlier of (i) the “Energize by” date indicated on the IQ Battery Product packaging or (ii) the date the IQ Battery Product is activated at the Original Location via the Enphase Installer Portal and the Covered Owner has received “permission to operate” by the authorities having jurisdiction.
 - For all other Covered Products: The date the Covered Product is activated at the Original Location via the Enphase Installer Portal and the Covered Owner has received “permission to operate” by the authorities having jurisdiction.
- Additional Warranties for Covered IQ Battery Products (the “Capacity Warranty”).** During the Limited Warranty Period, the Covered IQ Battery Product will maintain the ability to store and discharge an energy capacity of at least sixty percent (60%) of the Covered IQ Battery Product nameplate rating when installed and used in accordance with the Quick Install Guide and the Product data sheet (the “Product Documentation”). The Product Documentation can be found at <https://enphase.com/en-au/installers/resources/documentation/storage>. The rated capacity of the Covered IQ Battery Product is based on 5.0 kilowatt-hour direct current (“kWhdc”) charge capacity as measured during a continuous charge from zero to full capacity at a current less than 16 A AC.
- The Quick Install Guide for the SC100G-M230ROW may be found here: <https://www4.enphase.com/en-au/support/iq-system-controller-3-int-quick-install-guide>. The Product data sheet can be found at <https://enphase.com/en-au/download/iq-system-controller-3-int-data-sheet>.
- Transferee.** For the purposes of this Limited Warranty, the “Covered Owner” shall mean the person or entity that purchases and installs (or has installed) the Covered Product from Enphase or an Enphase-authorized reseller at the Original Location. In addition, Covered Owner shall include subsequent transferees (each, a “Transferee”) as long as (a) the Covered Product remains at the Original Location, (b) the Transferee submits to Enphase a “Change of

Ownership Form,” (c) the Transferee pays the applicable transfer fee (“**Transfer Fee**”) set forth in the Change of Ownership Form within thirty (30) days from the date of transfer to the Transferee, and (d) if applicable, the Transferee complies with the Registration requirement in Section 4. The submission of a Change of Ownership Form is required for continued Limited Warranty coverage. The Transfer Fee is subject to reasonable adjustment from time to time (as determined at Enphase’s discretion). The Change of Ownership Form and payment instructions for the Transfer Fee are available [here](#).

6. How to Obtain Warranty Service.

- a. To obtain warranty service for a Covered Product, the Covered Owner must comply with the Return Merchandise Authorization (RMA) Procedure available at <https://enphase.com/en-au/download/australia-rma-procedure-v13-vlgl-00008>. Unless Enphase specifically instructs the Covered Owner otherwise, the Covered Owner must return the allegedly defective Covered Product to Enphase in the original packaging or equivalent. If the allegedly defective Covered Product is not received by Enphase within sixty (60) days of Enphase providing an RMA number to Covered Owner, pursuant to the RMA Procedure, Enphase will invoice the Covered Owner, and the Covered Owner will pay, the then-current list price for such new Covered Product or replacement product. We recommend that Covered Owners use a tracking service for their protection. The RMA Procedure allows Covered Owners to generate a prepaid mailing label for the return.
- b. If a Covered Owner returns a Covered Product to Enphase (i) without an RMA from Enphase or (ii) without all parts included in the original package, Enphase retains the right to either (A) refuse delivery of such return; or (B) charge a restocking fee equal to the higher of fifteen percent (15%) of the original Covered Owner’s purchase price of the Covered Product or the retail value of the missing parts. We recommend that Covered Owners use a tracking service for their protection.
- c. By returning a Covered Product, Covered Owner hereby acknowledges that ownership of the Covered Product is transferred to Enphase upon Enphase’s receipt of the Covered Product. If the returned product is covered under this Limited Warranty, Enphase will bear the cost of shipping the repaired or replacement product to the Covered Owner (or to the installer authorized by Covered Owner to replace the Covered Product) at the Original Location. Any product returned to Enphase that Enphase determines is not covered under this Limited Warranty, or that is returned to Enphase without a valid RMA, may be rejected, and returned at the Covered Owner’s cost (subject to prepayment), or kept for thirty (30) days for pick-up by the Covered Owner, and then disposed of in Enphase’s sole discretion without further liability or obligation to Covered Owner.
- d. Once a returned product is received and inspected, Enphase will notify Covered Owner (or the installer authorized by Covered Owner to replace the Covered Product) that Enphase has received the returned product.

7. Remedies.

- a. During the applicable Limited Warranty Period, if Enphase confirms the existence of a defect that is covered by the Workmanship Warranty, Enphase will, at Enphase’s option, either (i) repair or replace the Covered Product free of charge, or (ii) refund the Covered Owner the actual purchase price for the Covered Product less reasonable depreciation based on use at the time the Covered Owner notifies Enphase of the defect. Enphase will not elect to issue a refund unless (A) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (B) Covered Owner is willing to accept such a refund. In the event of a defect, to the extent permitted by law, these are the Covered Owner’s sole and exclusive remedies.
- b. During the applicable Limited Warranty Period, if Enphase establishes the existence of a defect that is covered by the Limited Capacity Retention Warranty, Enphase will, at Enphase’s option, either (i) repair or replace the Covered IQ Battery Product free of charge, (ii) refund the Covered Owner the actual purchase price for the IQ Battery Covered Product less reasonable depreciation based on use at the time the Covered Owner notifies Enphase of the defect. Enphase will not elect to issue a refund unless (A) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (B) Covered Owner is willing to accept such a refund.
- c. *When the Covered Product is an IQ System Controller:* During the applicable Warranty Period, if Enphase confirms the existence of a defect that is covered by the Limited Warranty, Enphase will, at Enphase’s option, either (i) repair or replace the IQ System Controller free of charge, or (ii) refund the Covered Owner the actual purchase price for the IQ System Controller less reasonable depreciation based on use at the time the Covered Owner notifies Enphase of the defect. Enphase will not elect to issue a refund unless (1) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (2) Covered Owner is willing to accept such a refund. In the event of a defect, to the extent permitted by law, these are the Covered Owner’s sole and exclusive remedies. If Enphase repairs or replaces the IQ System Controller pursuant to this Limited Warranty, (i) Enphase will, at its option, use new and/or reconditioned parts or products of the IQ System Controller’s

original or improved design, and (ii) the Limited Warranty will continue to apply to the repaired or replacement product for the remainder of the original Limited Warranty Period or ninety (90) days from the date Covered Owner receives the repaired or replacement product, whichever is later. If Enphase issues a refund (rather than providing a repaired or replacement IQ System Controller), such refund will be processed and paid within four (4) weeks of Enphase's receipt of the IQ System Controller.

- d. If Enphase repairs or replaces the Covered Product, (i) Enphase will, at its option, use new and/or reconditioned parts or products of original or improved design, and (ii) the Limited Warranty will continue to apply to the repaired or replacement product for the remainder of the original Limited Warranty Period or ninety (90) days from the date Covered Owner receives the repaired or replacement product, whichever is later.
- e. If Enphase issues a refund or a credit, as applicable (rather than providing a repaired or replacement Covered Product), such refund or credit, as applicable, will be processed and paid within four (4) weeks of Enphase's receipt of the Covered Product.

8. Limited Warranty Limitations and Exclusions.

- a. This Limited Warranty does not include any cost of labor or other costs related to (i) un-installing Covered Product; (ii) re-installing a repaired or replacement product, or (iii) the removal, installation or troubleshooting of the Covered Owner's electrical systems.
- b. The Limited Warranty does not cover, and Enphase will not be responsible for, shipping damage or any other damage caused by mishandling of products by the freight carrier.
- c. This Limited Warranty does not apply to, and Enphase will not be responsible for, any defect in or damage to any products:
 - i. that have been misused, abused, neglected, tampered with, altered, or otherwise damaged, either internally or externally;
 - ii. that have been improperly installed, operated, handled or used, including use under conditions for which the product was not designed, installed or used in an unsuitable environment, or used in a manner contrary to the Product Documentation or applicable laws or regulations;
 - iii. 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 applicable Product Documentation, including high input voltage from generators or lightning strikes;
 - iv. that have been subjected to damage caused by third party components not provided by Enphase and used with the Covered Products or any damage to the Covered Products caused by service performed by anyone who is not a representative of Enphase;
 - v. if the original identification markings (including trademark or serial number) of such products have been defaced, altered, or removed (other than by fading through regular wear and tear);
 - vi. if the Grid Profile (utility approved operating parameters) of the Covered Product has been altered, and such alteration causes the product to malfunction, fail, or fail to optimally perform; or
 - vii. if the Covered Product is not using the most up-to-date firmware made available by Enphase and the applicable defect could have been avoided if such firmware were being used
- d. This Limited Warranty does not apply to, and the term "Covered Product" shall not include any third-party products that may be installed with the Covered Products at the Original Location.
- e. The Limited Warranty does not cover cosmetic, technical or design defects, or shortcomings which do not materially influence or affect energy storage or degrade form, fit, or function of the Covered Products; noise or vibrations that are not excessive or uncharacteristic and do not impact the Covered Product's Performance; or any defects or parts requiring replacement due to ordinary wear and tear, corrosion, rust or stains, scratches, dents on the casing or paintwork of the Covered Product.
- f. For the avoidance of doubt, software programs installed in the Covered Products and the recovery and reinstallation of such software programs and data are not covered under this Limited Warranty. Enphase does not warrant that the operations of the Covered Product will be uninterrupted or error-free. No Enphase employee or authorized reseller is authorized to make any modification, extension, or addition to this Limited Warranty. If any term of this Limited Warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.
- g. Covered Products are not intended for use as a primary or backup power source for life-support systems, other medical equipment, or any other use where product failure could lead to injury, loss of life, or catastrophic property

damage. Enphase disclaims any and all liability arising out of any such use of your Covered Products. Further, Enphase reserves the right to refuse to provide support in connection with any such use and disclaims any and all liability arising out of Enphase's provision of, or refusal to provide, support for your Covered Product in such circumstances.

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

11. OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE.

12. Limitation of Liability.

- a. Enphase will not be responsible under this Limited Warranty for any loss or damage which is not Enphase's fault or is not foreseeable.
- b. Enphase only provides the Covered Product for domestic and private use under this Limited Warranty. If you use the Covered Product for any commercial or business purpose, Enphase will not be responsible under this Limited Warranty for business losses including, for example, loss of profits, loss of business, business interruption or loss of business opportunity.
- c. Nothing in this Limited Warranty will limit or exclude Enphase's liability for (i) death or personal injury caused by its negligence, (ii) fraud or fraudulent misrepresentation, (iii) any breach of your legal rights in relation to the Covered Product or (iv) for any other liability which cannot be limited or excluded under applicable law.

13. Customer Support Contact Information.

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| Australia | https://enphase.com/en-au/support +61 1800 006 374 (Australia) | Enphase Energy Australia PTY. LTD. 88 Market St, South Melbourne, VIC 3205 |
| New Zealand | https://enphase.com/en-au/support +64 09 887 0421 (New Zealand) | Enphase Energy NZ, 1 Treffers Road, Wigram, Christchurch 8042, New Zealand |

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