

## Enphase Energy, Inc. IQ Batteries Limited Warranty – United States, United States Territories, and Canada

1. **Limited Warranty.** Subject to the terms of this Limited Warranty, Enphase Energy, Inc. (“**Enphase**”) provides this Limited Warranty, which consists of both the “**Workmanship Warranty**” and the “**Capacity Retention Warranty**” described below, to the Covered Owner (defined below) for the product(s) covered by this Limited Warranty listed below and installed for use at the original end user location (the “**Original Location**”) (each a “**Covered Product**”), for the applicable product warranty period set forth below (each, a “**Warranty Period**”), provided that the Original Location is located within the following territories: United States, United States territories (including Puerto Rico, Northern Mariana Islands, U.S. Virgin Islands, American Samoa, and Guam), and Canada. This Limited Warranty is valid only when the Covered Products are sold by Enphase itself or by an Enphase-authorized reseller and is valid to the extent permitted by the applicable laws of the territories mentioned above.

<u>Covered Product</u>	<u>Limited Warranty Period</u>
Enphase IQ Batteries with SKUs: Encharge-3-1P-NA Encharge-3T-1P-NA Encharge-10-1P-NA Encharge-10T-1P-NA	The Limited Warranty Period begins on the earlier of (i) the “Energize by” date indicated on the Covered Product packaging and (ii) the date the Covered Product is activated at the Original Location (such applicable date referred to herein as the “ <b>Warranty Activation Date</b> ”) and ends on the earlier of (a) 10 years from the Warranty Activation Date, (b) 4,000 discharged cycles, or (c) 2.8MWh AC energy throughput per kWh of rated capacity.

\*A Covered Product is considered “activated” when the storage system has received “permission to operate” by authorities having jurisdiction.

- (a) The Limited Workmanship Warranty (the “**Workmanship Warranty**”). During the Limited Warranty Period, the Covered Product will, under use and conditions set out in the Quick Installation Guide and the Installation Manual, (1) materially conform to the Covered Product specifications set out in the Installation Manual and (2) be free from defects in workmanship and materials. All Workmanship Warranty claims must be submitted to Enphase within ninety (90) days from the discovery of the defect. The Quick Installation Guide for the 3-1P-NA and 10-1P-NA may be found [here](#); the Quick Installation Guide for the 3T-1P-NA and the 10T-1P-NA may be found [here](#). The Operation Manual may be found at [www.enphase.com/encharge-3-10-manual/](http://www.enphase.com/encharge-3-10-manual/).
- (b) The Limited Capacity Retention Warranty (the “**Capacity Retention Warranty**”). During the Warranty Period, the Covered Product will maintain the ability to store and discharge an energy capacity of at least seventy percent (70%) of the Covered Product nameplate rating, provided that: (1) the average annual internal temperature (cell temperature) of the Covered Product (the “**Average Annual Internal Temperature**”) does not exceed thirty-five degrees Celsius

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- (35°C) or ninety-five degrees Fahrenheit (95°F) in any rolling one-year period and (2) the ambient temperature of the location where the Covered Product is installed (the “**Ambient Temperature**”) does not exceed: (a) thirty-nine degrees Celsius (39°C) or one hundred and two point two degrees Fahrenheit (102.2°F) for a total of 438 hours or more in any consecutive 12-month period during the Warranty Period; (b) forty-nine degrees Celsius (49° C) or one hundred twenty point two degrees Fahrenheit (120.2°F) for a total of 160 hours or more in any consecutive 12-month period during the Warranty Period; or (c) fifty-four degrees Celsius (54°C) or one hundred twenty nine point two degrees Fahrenheit (129.2°F) at any time during the Warranty Period. Enphase will calculate the Average Annual Internal Temperature by using the temperature detected by the sensors located inside the Covered Product less six degrees Celsius (6°C) / ten point two degrees Fahrenheit (10.2°F). The rated capacity of the Covered Product is based on (i) 3.36 kWhdc charge capacity for Encharge-3-1P-NA and Encharge-3T-1P-NA as measured during a continuous charge from zero to full capacity at a current less than 8 A AC and at an Ambient Temperature of 25°C (+/- 3°C) / 77°F (+/- 5.4°F), and (ii) 10.08 kWhdc charge capacity for Encharge-10-1P-NA and Encharge-10T-1P-NA, as measured during a continuous charge from zero to full capacity at a current less than 24 A AC at an Ambient Temperature of 25°C (+/- 3°C) / 77°F (+/- 5.4°F).
2. Subject to Section 3, this Limited Warranty is also conditioned on the Covered Owner registering the Covered Product within forty-five (45) days from the date of first installation (the “**Registration**”) by either (1) completing and returning the registration card (found at the end of this Limited Warranty) to the address set forth in this Section 2; (2) registering on-line at [www.enphase.com/register-my-product](http://www.enphase.com/register-my-product); or (3) registering through Enphase’s Enlighten™ application when an Envoy™ product or IQ combiner is purchased and installed as part of the PV solar or storage system.

#### **Return Registration Card to:**

Enphase Energy, Inc.  
Attn: Product Registration NA  
Customer Service  
1819 S. Cobalt Point Way  
Meridian, ID 83642  
United States of America

3. IF THE COVERED OWNER IS A RESIDENT OF CALIFORNIA, CONNECTICUT, OR ANY OTHER STATE THAT FORBIDS THE RETURN OF A REGISTRATION CARD AS A CONDITION PRECEDENT TO WARRANTY COVERAGE, THEN THE REGISTRATION REQUIREMENTS DESCRIBED IN SECTION 2 ABOVE SHALL NOT APPLY.
4. 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 (1) the Covered Product remains at the Original Location, (2) the Transferee submits to Enphase a “Change of Ownership Form,” (3) the Transferee pays the applicable transfer fee (“**Transfer Fee**”) set forth in the Change of Ownership Form within 30 days from the date of transfer to the Transferee, and (4) if applicable, the Transferee complies with the Registration requirement in Section 2. 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 at <https://enphase.com/en-us/support/how-to-transfer-ownership>.
5. **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-us/support/how-to-transfer-ownership>.

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[us/support/return-merchandise-authorization-procedure](#). 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 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 (a) without an RMA from Enphase or (b) without all parts included in the original package, Enphase retains the right to either (1) refuse delivery of such return; or (2) charge a restocking fee equal to the higher of fifteen (15) per cent 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 claim is justified based on this Limited Warranty, Enphase will bear the cost of shipping the repaired or replacement Covered Product to Covered Owner (or to the installer authorized by Covered Owner to replace the Covered Product) at the Original Location. Any Covered 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 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 Covered 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 Covered Product.

## 6. Remedies.

- a. During the applicable Warranty Period, if Enphase confirms the existence of a defect that is covered by the Limited Workmanship Warranty, Enphase will, at Enphase's option, either (1) repair or replace the Covered Product free of charge, or (2) 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 (i) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (ii) 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 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 (1) repair or replace the Covered Product free of charge, (2) issue a pro-rated refund for the Covered Product to the Covered Owner in an amount up to its actual value at the time the Covered Owner notifies Enphase of the defect, or (3) issue a pro-rated credit for the capacity lost over the Warranty Period, as determined in Enphase's sole discretion, towards the Covered Owner's purchase of a new Enphase Encharge™ storage system. Enphase will not elect to issue a refund or a credit unless (i) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (ii) Covered Owner is willing to accept such a refund.

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- c. If Enphase repairs or replaces the Covered Product, (1) Enphase will, at its option, use new and/or reconditioned parts or products of original or improved design, and (2) 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.
- d. 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 2 weeks of Enphase's receipt of the Covered Product.

## 7. Limited Warranty Limitations and Exclusions.

- a. This Limited Warranty does not include any cost of labor or other costs related to (1) un-installing Covered Product; (2) re-installing a repaired or replacement product, or (3) 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: (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 Quick Install Guide, Installation 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 applicable Covered Product Data Sheet (as published online at [www.enphase.com](http://www.enphase.com)), including high input voltage from generators or lightning strikes; (4) 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; (5) 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); (6) 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; (7) if the Covered Product is kept in an area where the Average Annual Internal Temperature of the Covered Product exceeds twenty-three degrees Celsius (23°C) / Fahrenheit (73.4°F) in any rolling one-year period; or (8) if the Ambient Temperature exceeds the temperature limitations set forth in Sections 1(b)(2)(a) through 1(b)(2)(c), respectively.
- d. 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.
- e. The Limited Warranty does not apply to, and the term "Covered Product" will not include, any third-party products that may be installed with the Covered Products at the Original Location.
- 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

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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.
8. **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.

## 9. Disclaimer of Warranties.

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ENPHASE AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES AND CONDITIONS (INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

THE GRANT OF THIS LIMITED WARRANTY BY ENPHASE IS CONDITIONED UPON AGREEMENT BY THE COVERED OWNER TO THE TERMS, CONDITIONS AND REQUIREMENTS HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO COVERED OWNER. THIS LIMITED WARRANTY GIVES COVERED OWNER SPECIFIC LEGAL RIGHTS, AND COVERED OWNER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

## 10. Limitation of Liability.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, 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.

Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to Covered Owner.

11. **Governing law.** This Limited Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction.

## 12. Arbitration.

- a. ***Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires Covered Owner ("you") to arbitrate disputes***



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*with ENPHASE and limits the manner in which you can seek relief from Enphase (“us”).*

- b. **Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Covered Products, or to any aspect of your relationship with Enphase, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or Enphase may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).
- c. **Arbitration Rules and Forum.** For any dispute with Enphase in connection with this Limited Warranty, Covered Owner agrees to first contact Enphase at the email address identified below and attempt to resolve the dispute with us informally. If the dispute has not been resolved after 60 days, both parties agree to resolve such dispute through binding arbitration under the Optional Expedited Arbitration Procedures then in effect for the Judicial Arbitration and Mediation Services (“JAMS”). JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitration shall be conducted in English and in Santa Clara County, California. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that Covered Owner cannot afford to pay JAMS’s filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Enphase will pay them for Covered Owner. In addition, Enphase will reimburse all such JAMS’s filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement, and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of the parties. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum’s rules, and the Limited Warranty. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the parties.
- d. **Waiver of Jury Trial.** YOU AND ENPHASE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and ENPHASE are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in sections above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- e. **Waiver of Class or Other Non-Individualized Relief.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY

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INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE COVERED OWNER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER COVERED OWNER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then such claim must be severed from the arbitration and brought into the State or Federal Courts located in San Francisco, California. All other claims shall be arbitrated.

- f. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to Enphase Energy, Inc., 47281 Bayside Parkway, Fremont, California, 94538, attention: General Counsel, within 30 days after first becoming subject to this Arbitration Agreement. You may also opt-out of the provisions of this Arbitration Agreement by sending written notice of your decision to the following email address: [legal@enphaseenergy.com](mailto:legal@enphaseenergy.com). Your notice must include your name and address, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
- g. **Severability.** Except as provided above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
- h. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Enphase.

## Enphase Energy, Inc. Encharge™ Storage System Limited Warranty – United States, United States Territories, and Canada

1. **Limited Warranty.** Subject to the terms of this Limited Warranty, Enphase Energy, Inc. ("**Enphase**") provides this Limited Warranty, which consists of both the "Workmanship Warranty" and the "Capacity Retention Warranty" described below, to the Covered Owner (defined below) for the product(s) covered by this Limited Warranty listed below and installed for use at the original end user location (the "**Original Location**") (each a "**Covered Product**"), for the applicable product warranty period set forth below (each, a "**Warranty Period**"), provided that the Original Location is located within the following territories: United States, United States territories (including Puerto Rico, Northern Mariana Islands, U.S. Virgin Islands, American Samoa, and Guam), and Canada. This Limited Warranty is valid only when the Covered Products are sold by Enphase itself or by an Enphase-authorized reseller and is valid to the extent permitted by the applicable laws of the territories mentioned above.

<u>Covered Product</u>	<u>Limited Warranty Period</u>
Enphase Encharge™ storage systems with SKUs Encharge-3-1P-NA or Encharge-10-1P-NA	The Limited Warranty Period begins on the earlier of (i) 9 months from the date of manufacture of the Covered Product and (ii) the date the Covered Product is activated at the Original Location (such applicable date referred to herein as the " <b>Warranty Activation Date</b> ") and ends on the earlier of (a) 10 years from the Warranty Activation Date, (b) 4,000 discharged cycles, or (c) 2.8MWh AC energy throughput per kWh of rated capacity.

\*A Covered Product is considered "activated" when the storage system has received "permission to operate" by authorities having jurisdiction.

- (a) The Limited Workmanship Warranty (the "**Workmanship Warranty**"). During the Limited Warranty Period, the Covered Product will, under use and conditions set out in the Quick Installation Guide and the Installation Manual,(1) materially conform to the Covered Product specifications set out in the Installation Manual and (2) be free from defects in workmanship and materials. All Workmanship Warranty claims must be submitted to Enphase within ninety (90) days from the discovery of the defect. The Quick Installation Guide may be found at [www.enphase.com/encharge-3-10-qig/](http://www.enphase.com/encharge-3-10-qig/) and the Operation Manual may be found at [www.enphase.com/encharge-3-10-manual/](http://www.enphase.com/encharge-3-10-manual/).
- (b) The Limited Capacity Retention Warranty (the "**Capacity Retention Warranty**"). During the Warranty Period, the Covered Product will maintain the ability to store and discharge an energy capacity of at least seventy percent (70%) of the Covered Product nameplate rating, provided that: (1) the average annual internal temperature of the Covered Product (the "**Average Annual Internal Temperature**") does not exceed twenty-three degrees Celsius (23°C) in any rolling one-year period and (2) the ambient temperature of the location where the Covered Product is



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installed (the “**Ambient Temperature**”) does not exceed (a) forty degrees Celsius (40°C) for five percent or more (≥5%) of the Warranty Period; (b) fifty degrees Celsius (50° C) for more than one (>1) continuous hour; (c) fifty five degrees Celsius (55°C) at any time; or (d) goes below zero (0°C) for five percent or more (≥5%) of the Warranty Period. Enphase will measure the Average Annual Internal Temperature by using the temperature sensors located inside the Covered Product. The rated capacity of the Covered Product is based on a 3.36 kWh charge capacity for Encharge-3-1P-NA, and 10.08 kWh charge capacity for Encharge-10-1P-NA as measured during a continuous charge from zero to full capacity at a current less than 8 A AC for Encharge-3-1P-NA and less than 24 A AC for Encharge-10-1P-NA and at a temperature of 25°C (+/- 3°C).

2. Subject to Section 3, this Limited Warranty is also conditioned on the Covered Owner registering the Covered Product within forty-five (45) days from the date of first installation (the “**Registration**”) by either (1) completing and returning the registration card (found at the end of this Limited Warranty) to the address set forth in this Section 2; (2) registering on-line at [www.enphase.com/register-my-product](http://www.enphase.com/register-my-product); or (3) registering through Enphase’s Enlighten™ application when an Envoy™ product or IQ combiner is purchased and installed as part of the PV solar or storage system.

#### **Return Registration Card to:**

Enphase Energy, Inc.  
Attn: Product Registration NA  
Customer Service  
1819 S. Cobalt Point Way  
Meridian, ID 83642  
United States of America

3. IF THE COVERED OWNER IS A RESIDENT OF CALIFORNIA, CONNECTICUT, OR ANY OTHER STATE THAT FORBIDS THE RETURN OF A REGISTRATION CARD AS A CONDITION PRECEDENT TO WARRANTY COVERAGE, THEN THE REGISTRATION REQUIREMENTS DESCRIBED IN SECTION 2 ABOVE SHALL NOT APPLY.
4. 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 (1) the Covered Product remains at the Original Location, (2) the Transferee submits to Enphase a “Change of Ownership Form,” (3) the Transferee pays the applicable transfer fee (“**Transfer Fee**”) set forth in the Change of Ownership Form within 30 days from the date of transfer to the Transferee, and (4) if applicable, the Transferee complies with the Registration requirement in Section 2. 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 at <https://enphase.com/en-us/support/how-to-transfer-ownership>.
5. In addition to the exclusions in Section 8, the 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.
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-us/support/return-merchandise-authorization-procedure>. If Enphase instructs the Covered Owner to return the Covered Product to Enphase, the RMA Procedure allows Covered Owners to generate a prepaid mailing label for the return. If a Covered Owner returns a

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Covered Product to Enphase (a) without an RMA from Enphase or (b) without all parts included in the original package, Enphase retains the right to either (1) refuse delivery of such return; or (2) charge a restocking fee equal to the higher of fifteen (15) per cent 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.

- b. 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 claim is justified based on this Limited Warranty, Enphase will bear the cost of shipping the repaired or replacement Covered Product to Covered Owner (or to the installer authorized by Covered Owner to replace the Covered Product) at the Original Location. Any Covered 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 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.
- c. Once a returned Covered 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 Covered Product.

## 7. Remedies.

- a. During the applicable Warranty Period, if Enphase confirms the existence of a defect that is covered by the Limited Workmanship Warranty, Enphase will, at Enphase's option, either (1) repair or replace the Covered Product free of charge, or (2) 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 (i) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (ii) 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 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 (1) repair or replace the Covered Product free of charge, (2) issue a pro-rated refund for the Covered Product to the Covered Owner in an amount up to its actual value at the time the Covered Owner notifies Enphase of the defect, or (3) issue a pro-rated credit for the capacity lost over the Warranty Period, as determined in Enphase's sole discretion, towards the Covered Owner's purchase of a new Enphase Encharge™ storage system. Enphase will not elect to issue a refund or a credit unless (i) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (ii) Covered Owner is willing to accept such a refund.
- c. If Enphase repairs or replaces the Covered Product, (1) Enphase will, at its option, use new and/or reconditioned parts or products of original or improved design, and (2) 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.
- d. 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 2 weeks of Enphase's receipt of the Covered Product.

## 8. Limited Warranty Limitations and Exclusions.

# Enphase Energy, Inc. Encharge™ storage system Limited Warranty — United States, United States Territories, and Canada

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- a. This Limited Warranty does not include any cost of labor or other costs related to (1) un-installing Covered Product; (2) re-installing a repaired or replacement product, or (3) 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: (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 Quick Install Guide, Installation 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 applicable Covered Product Data Sheet (as published online at [www.enphase.com](http://www.enphase.com)), including high input voltage from generators or lightning strikes; (4) 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; (5) 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); (6) 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; (7) if the Covered Product is kept in an area where the Average Annual Internal Temperature of the Covered Product exceeds twenty-three degrees Celsius (23°C) in any rolling one-year period; or (8) if the Ambient Temperature (a) exceeds forty degrees Celsius (40°C) for five percent or more (≥5%) of the Limited Warranty Period or; (b) exceeds fifty degrees Celsius (50°C) for more than one (>1) continuous hour; (c) exceeds fifty five degrees Celsius (55°C) at any time; or (d) goes below zero (0°C) for five percent or more (≥5%) of the Limited Warranty Period.
  - d. 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. The Limited Warranty does not cover costs related to the removal, installation, or troubleshooting of the Covered Owner's electrical systems.
  - e. 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.
9. **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.

## 10. Disclaimer of Warranties.

# Enphase Energy, Inc. Encharge™ storage system Limited Warranty — United States, United States Territories, and Canada

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THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ENPHASE AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES AND CONDITIONS (INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

THE GRANT OF THIS LIMITED WARRANTY BY ENPHASE IS CONDITIONED UPON AGREEMENT BY THE COVERED OWNER TO THE TERMS, CONDITIONS AND REQUIREMENTS HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO COVERED OWNER. THIS LIMITED WARRANTY GIVES COVERED OWNER SPECIFIC LEGAL RIGHTS, AND COVERED OWNER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

## 11. Limitation of Liability.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, 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.

Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to Covered Owner.

12. **Governing law.** This Limited Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction.

## 13. Arbitration.

- a. ***Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires Covered Owner (“you”) to arbitrate disputes with ENPHASE and limits the manner in which you can seek relief from Enphase (“us”).***
- b. **Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Covered Products, or to any aspect of your relationship with Enphase, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or Enphase may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).
- c. **Arbitration Rules and Forum.** For any dispute with Enphase in connection with this Limited Warranty, Covered Owner agrees to first contact Enphase at the email address identified below and attempt to resolve the dispute with us informally. If the dispute has not been resolved after 60 days, both parties agree to resolve such dispute through binding arbitration under the Optional Expedited Arbitration Procedures then in effect for the Judicial Arbitration and Mediation Services (“JAMS”). JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the parties or, failing such agreement, appointed in accordance

# Enphase Energy, Inc. Encharge™ storage system Limited Warranty — United States, United States Territories, and Canada

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with the JAMS rules. The arbitration shall be conducted in English and in Santa Clara County, California. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that Covered Owner cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Enphase will pay them for Covered Owner. In addition, Enphase will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement, and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of the parties. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Limited Warranty. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the parties.

- d. **Waiver of Jury Trial.** YOU AND ENPHASE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and ENPHASE are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in sections above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- e. **Waiver of Class or Other Non-Individualized Relief.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE COVERED OWNER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER COVERED OWNER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then such claim must be severed from the arbitration and brought into the State or Federal Courts located in San Francisco, California. All other claims shall be arbitrated.
- f. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to Enphase Energy, Inc., 47281 Bayside Parkway, Fremont, California, 94538, attention: General Counsel, within 30 days after first becoming subject to this Arbitration Agreement. You may also opt-out of the provisions of this Arbitration Agreement by sending written notice of your decision to the following email address: [legal@enphaseenergy.com](mailto:legal@enphaseenergy.com). Your notice must include your name and address, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

# Enphase Energy, Inc. Encharge™ storage system Limited Warranty — United States, United States Territories, and Canada

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- g. **Severability.** Except as provided above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
- h. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Enphase.



## Enphase Energy, Inc. Encharge™ Storage System Limited Warranty – United States, United States Territories, and Canada

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1. **Limited Warranty.** Subject to the terms of this Limited Warranty, Enphase Energy, Inc. ("**Enphase**") provides this Limited Warranty, which consists of both the "Workmanship Warranty" and the "Capacity Retention Warranty" described below, to the Covered Owner (defined below) for the product(s) covered by this Limited Warranty listed below and installed for use at the original end user location (the "**Original Location**") (each a "**Covered Product**"), for the applicable product warranty period set forth below (each, a "**Warranty Period**"), provided that the Original Location is located within the following territories: United States, United States territories (including Puerto Rico, Northern Mariana Islands, U.S. Virgin Islands, American Samoa, and Guam), and Canada. This Limited Warranty is valid only when the Covered Products are sold by Enphase itself or by an Enphase-authorized reseller and is valid to the extent permitted by the applicable laws of the territories mentioned above.

<u>Covered Product</u>	<u>Limited Warranty Period</u>
Enphase Encharge™ storage systems with SKUs Encharge-3-1P-NA or Encharge-10-1P-NA	The Limited Warranty Period begins on the earlier of (i) 9 months from the date of manufacture of the Covered Product and (ii) the date the Covered Product is activated at the Original Location (such applicable date referred to herein as the " <b>Warranty Activation Date</b> ") and ends on the earlier of (a) 10 years from the Warranty Activation Date, (b) 4,000 discharged cycles, or (c) 2.8MWh AC energy throughput per kWh of rated capacity.
Ensemble Communications Kit	5 years commencing on the Warranty Activation Date.

\*A Covered Product is considered "activated" when the storage system has received "permission to operate" by authorities having jurisdiction.

- (a) The Limited Workmanship Warranty (the "**Workmanship Warranty**"). During the Limited Warranty Period, the Covered Product will, under use and conditions set out in the Quick Installation Guide and the Installation Manual, (1) materially conform to the Covered Product specifications set out in the Installation Manual and (2) be free from defects in workmanship and materials. All Workmanship Warranty claims must be submitted to Enphase within ninety (90) days from the discovery of the defect. The Quick Installation Guide may be found at [www.enphase.com/encharge-3-10-qig/](http://www.enphase.com/encharge-3-10-qig/) and the Operation Manual may be found at [www.enphase.com/encharge-3-10-manual/](http://www.enphase.com/encharge-3-10-manual/).
- (b) The Limited Capacity Retention Warranty (the "**Capacity Retention Warranty**"). During the Warranty Period, the Covered Product will maintain the ability to store and discharge an energy capacity of at least seventy percent (70%) of the Covered Product nameplate rating, provided that: (1) the average annual internal temperature of the Covered Product (the "**Average Annual Internal Temperature**") does not exceed twenty-three degrees Celsius (23°C) in any rolling

# Enphase Energy, Inc. Encharge™ storage system Limited Warranty — United States, United States Territories, and Canada

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one-year period and (2) the ambient temperature of the location where the Covered Product is installed (the “**Ambient Temperature**”) does not exceed (a) forty degrees Celsius (40°C) for five percent or more (≥5%) of the Warranty Period; (b) fifty degrees Celsius (50° C) for more than one (>1) continuous hour; (c) fifty five degrees Celsius (55°C) at any time; or (d) goes below zero (0°C) for five percent or more (≥5%) of the Warranty Period. Enphase will measure the Average Annual Internal Temperature by using the temperature sensors located inside the Covered Product. The rated capacity of the Covered Product is based on a 3.36 kWh charge capacity for Encharge-3-1P-NA, and 10.08 kWh charge capacity for Encharge-10-1P-NA as measured during a continuous charge from zero to full capacity at a current less than 8 A AC for Encharge-3-1P-NA and less than 24 A AC for Encharge-10-1P-NA and at a temperature of 25°C (+/- 3°C).

2. Subject to Section 3, this Limited Warranty is also conditioned on the Covered Owner registering the Covered Product within forty-five (45) days from the date of first installation (the “**Registration**”) by either (1) completing and returning the registration card (found at the end of this Limited Warranty) to the address set forth in this Section 2; (2) registering on-line at [www.enphase.com/register-my-product](http://www.enphase.com/register-my-product); or (3) registering through Enphase’s Enlighten™ application when an Envoy™ product or IQ combiner is purchased and installed as part of the PV solar or storage system.

#### **Return Registration Card to:**

Enphase Energy, Inc.  
Attn: Product Registration NA  
Customer Service  
1819 S. Cobalt Point Way  
Meridian, ID 83642  
United States of America

3. IF THE COVERED OWNER IS A RESIDENT OF CALIFORNIA, CONNECTICUT, OR ANY OTHER STATE THAT FORBIDS THE RETURN OF A REGISTRATION CARD AS A CONDITION PRECEDENT TO WARRANTY COVERAGE, THEN THE REGISTRATION REQUIREMENTS DESCRIBED IN SECTION 2 ABOVE SHALL NOT APPLY.
4. 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 (1) the Covered Product remains at the Original Location, (2) the Transferee submits to Enphase a “Change of Ownership Form,” (3) the Transferee pays the applicable transfer fee (“**Transfer Fee**”) set forth in the Change of Ownership Form within 30 days from the date of transfer to the Transferee, and (4) if applicable, the Transferee complies with the Registration requirement in Section 2. 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 at <https://enphase.com/en-us/support/how-to-transfer-ownership>.
5. In addition to the exclusions in Section 8, the 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.
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-us/support/return-merchandise-authorization-procedure>. If Enphase instructs the Covered Owner to return the Covered Product to Enphase, the RMA Procedure allows Covered

# Enphase Energy, Inc. Encharge™ storage system Limited Warranty — United States, United States Territories, and Canada

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Owners to generate a prepaid mailing label for the return. If a Covered Owner returns a Covered Product to Enphase (a) without an RMA from Enphase or (b) without all parts included in the original package, Enphase retains the right to either (1) refuse delivery of such return; or (2) charge a restocking fee equal to the higher of fifteen (15) per cent 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.

- b. 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 claim is justified based on this Limited Warranty, Enphase will bear the cost of shipping the repaired or replacement Covered Product to Covered Owner (or to the installer authorized by Covered Owner to replace the Covered Product) at the Original Location. Any Covered 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 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.
- c. Once a returned Covered 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 Covered Product.

## 7. Remedies.

- a. During the applicable Warranty Period, if Enphase confirms the existence of a defect that is covered by the Limited Workmanship Warranty, Enphase will, at Enphase's option, either (1) repair or replace the Covered Product free of charge, or (2) 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 (i) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (ii) 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 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 (1) repair or replace the Covered Product free of charge, (2) issue a pro-rated refund for the Covered Product to the Covered Owner in an amount up to its actual value at the time the Covered Owner notifies Enphase of the defect, or (3) issue a pro-rated credit for the capacity lost over the Warranty Period, as determined in Enphase's sole discretion, towards the Covered Owner's purchase of a new Enphase Encharge™ storage system. Enphase will not elect to issue a refund or a credit unless (i) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (ii) Covered Owner is willing to accept such a refund
- c. If Enphase repairs or replaces the Covered Product, (1) Enphase will, at its option, use new and/or reconditioned parts or products of original or improved design, and (2) 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.
- d. 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 2 weeks of Enphase's receipt of the Covered Product.

# Enphase Energy, Inc. Encharge™ storage system Limited Warranty — United States, United States Territories, and Canada

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## 8. Limited Warranty Limitations and Exclusions.

- a. This Limited Warranty does not include any cost of labor or other costs related to (1) un-installing Covered Product; (2) re-installing a repaired or replacement product, or (3) 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: (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 Quick Install Guide, Installation 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 applicable Covered Product Data Sheet (as published online at [www.enphase.com](http://www.enphase.com)), including high input voltage from generators or lightning strikes; (4) 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; (5) 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); (6) 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; (7) if the Covered Product is kept in an area where the Average Annual Internal Temperature of the Covered Product exceeds twenty-three degrees Celsius (23°C) in any rolling one-year period; or (8) if the Ambient Temperature (a) exceeds forty degrees Celsius (40°C) for five percent or more (≥5%) of the Limited Warranty Period or; (b) exceeds fifty degrees Celsius (50°C) for more than one (>1) continuous hour; (c) exceeds fifty five degrees Celsius (55°C) at any time; or (d) goes below zero (0°C) for five percent or more (≥5%) of the Limited Warranty Period.
  - d. 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. The Limited Warranty does not cover costs related to the removal, installation, or troubleshooting of the Covered Owner's electrical systems.
  - e. 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.
9. **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.

## 10. Disclaimer of Warranties.

# Enphase Energy, Inc. Encharge™ storage system Limited Warranty — United States, United States Territories, and Canada

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THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ENPHASE AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES AND CONDITIONS (INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

THE GRANT OF THIS LIMITED WARRANTY BY ENPHASE IS CONDITIONED UPON AGREEMENT BY THE COVERED OWNER TO THE TERMS, CONDITIONS AND REQUIREMENTS HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO COVERED OWNER. THIS LIMITED WARRANTY GIVES COVERED OWNER SPECIFIC LEGAL RIGHTS, AND COVERED OWNER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

## 11. Limitation of Liability.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, 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.

Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to Covered Owner.

12. **Governing law.** This Limited Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction.

## 13. Arbitration.

- a. ***Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires Covered Owner (“you”) to arbitrate disputes with ENPHASE and limits the manner in which you can seek relief from Enphase (“us”).***
- b. **Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Covered Products, or to any aspect of your relationship with Enphase, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or Enphase may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).
- c. **Arbitration Rules and Forum.** For any dispute with Enphase in connection with this Limited Warranty, Covered Owner agrees to first contact Enphase at the email address identified below and attempt to resolve the dispute with us informally. If the dispute has not been resolved after 60 days, both parties agree to resolve such dispute through binding arbitration under the Optional Expedited Arbitration Procedures then in effect for the Judicial Arbitration and Mediation Services (“JAMS”). JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the parties or, failing such agreement, appointed in accordance



# Enphase Energy, Inc. Encharge™ storage system Limited Warranty — United States, United States Territories, and Canada

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with the JAMS rules. The arbitration shall be conducted in English and in Santa Clara County, California. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that Covered Owner cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Enphase will pay them for Covered Owner. In addition, Enphase will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement, and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of the parties. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Limited Warranty. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the parties.

- d. **Waiver of Jury Trial.** YOU AND ENPHASE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and ENPHASE are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in sections above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- e. **Waiver of Class or Other Non-Individualized Relief.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE COVERED OWNER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER COVERED OWNER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then such claim must be severed from the arbitration and brought into the State or Federal Courts located in San Francisco, California. All other claims shall be arbitrated.
- f. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to Enphase Energy, Inc., 47281 Bayside Parkway, Fremont, California, 94538, attention: General Counsel, within 30 days after first becoming subject to this Arbitration Agreement. You may also opt-out of the provisions of this Arbitration Agreement by sending written notice of your decision to the following email address: [legal@enphaseenergy.com](mailto:legal@enphaseenergy.com). Your notice must include your name and address, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.



# Enphase Energy, Inc. Encharge™ storage system Limited Warranty — United States, United States Territories, and Canada

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- g. **Severability.** Except as provided above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
- h. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Enphase.

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 July 1, 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-us/warranty> 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**”):

**The United States, United States Territories and Canada.**

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 Territory mentioned above.

<u><b>IQ Battery Products</b></u>	<u><b>Limited Warranty Period</b></u>
<b>Enphase IQ Battery 3T/10T</b> with SKUs: ENCHARGE-3T-1P-NA ENCHARGE-10T-1P-NA	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.
<b>Enphase IQ Battery 3/10</b> with SKUs: ENCHARGE-3-1P-NA ENCHARGE-10-1P-NA	The Limited Warranty Period begins on the Activation Date (defined below) and ends on the earlier of (a) 10 years from the Activation Date or (b) 4,000 discharged cycles or (c) 2.8MWh AC energy throughput per kWh of rated capacity.

- Activation Date.** As used in this Limited Warranty, “**Activation Date**” means the earlier of (a) the “Energize by” date indicated on the IQ Battery Product packaging or (b) 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.
- Additional Warranties for IQ Battery Products.**
  - During the Limited Warranty Period, the Enphase IQ Battery 3T/10T that are Covered Products will maintain the ability to store and discharge an energy capacity of at least sixty percent (60%) of the Covered IQ Battery 3T/10T nameplate rating when installed and used in accordance with the Quick Install Guide and the Product data sheet (the “**Product Documentation**”).
  - The Enphase IQ Battery 3/10 that are Covered Products will maintain the ability to store and discharge an energy capacity of at least seventy percent (70%) of the Covered IQ Battery 3/10 nameplate rating when installed and used in accordance with product Documentation.
  - The Product Documentation can be found at <https://enphase.com/installers/resources/documentation>.
- Registration.** Subject to Section 5 (Registration Exclusions), this Limited Warranty is also conditioned on the Covered Owner registering the Covered Product within forty-five (45) days from the date of first installation (the “**Registration**”) by either (a) completing and returning the registration card (found at the end of this Limited Warranty) to the address set forth in this Section; (b) registering on-line at [www.enphase.com/register-my-product](http://www.enphase.com/register-my-product); or (c) registering through the Enphase App.

**Return Registration Card to:**

Enphase Energy, Inc.  
Attn: Product Registration NA  
Customer Service  
1819 S. Cobalt Point Way  
Meridian, ID 83642  
United States of America

5. **Registration Exclusions.** IF THE COVERED OWNER IS A RESIDENT OF CALIFORNIA, CONNECTICUT, OR ANY OTHER STATE THAT FORBIDS THE RETURN OF A REGISTRATION CARD AS A CONDITION PRECEDENT TO WARRANTY COVERAGE, THEN THE REGISTRATION REQUIREMENTS DESCRIBED IN SECTION 4 ABOVE SHALL NOT APPLY.
6. **Continuous Connectivity.** The Covered Products should be continuously connected to the internet during the applicable Warranty Period, except when interrupted by causes outside of the Covered Owner's reasonable control. This will help ensure that potential defects in the Covered Product can be diagnosed remotely and that the Covered Product can receive over-the-air firmware updates.
7. **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 at <https://enphase.com/en-us/support/how-to-transfer-ownership>.
8. **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-us/support/return-merchandise-authorization-procedure>. 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.

## 9. 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 or a credit 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. 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.
- d. 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.

## 10. 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. In addition, the 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.

- 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.

**11. 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.

**12. Disclaimer of Warranties.** THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ENPHASE AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES AND CONDITIONS (INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

THE GRANT OF THIS LIMITED WARRANTY BY ENPHASE IS CONDITIONED UPON AGREEMENT BY THE COVERED OWNER TO THE TERMS, CONDITIONS AND REQUIREMENTS HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE COVERED OWNER. THIS LIMITED WARRANTY GIVES THE COVERED OWNER SPECIFIC LEGAL RIGHTS, AND THE COVERED OWNER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

**13. Limitation of Liability.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, 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. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO COVERED OWNER.

**14. Governing Law.** This Limited Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction.

**15. Arbitration.**

- a. ***Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires Covered Owner (“you”) to arbitrate disputes with ENPHASE and limits the manner in which you can seek relief from Enphase (“us”).***
- b. **Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Covered Products, or to any aspect of your relationship with Enphase, will be resolved by binding arbitration, rather than in court, except that (i) you may assert claims in small claims court if your claims qualify; and (ii) you or Enphase may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).
- c. **Arbitration Rules and Forum.** For any dispute with Enphase in connection with this Limited Warranty, Covered Owner agrees to first contact Enphase at the email address identified below and attempt to resolve the dispute with us informally. If the dispute has not been resolved after sixty (60) days, both parties agree to resolve such

dispute through binding arbitration under the Optional Expedited Arbitration Procedures then in effect for the Judicial Arbitration and Mediation Services (“**JAMS**”). JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitration shall be conducted in English and in Santa Clara County, California. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that Covered Owner cannot afford to pay JAMS’s filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Enphase will pay them for Covered Owner. In addition, Enphase will reimburse all such JAMS’s filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have exclusive authority to (i) determine the scope and enforceability of this Arbitration Agreement, and (ii) resolve any dispute related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of the parties. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum’s rules, and the Limited Warranty. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the parties.

- d. **Waiver of Jury Trial.** YOU AND ENPHASE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and ENPHASE are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in sections above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- e. **Waiver of Class or Other Non-Individualized Relief.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE COVERED OWNER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER COVERED OWNER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection’s limitations as to a given claim for relief, then such claim must be severed from the arbitration and brought into the State or Federal Courts located in San Francisco, California. All other claims shall be arbitrated.
- f. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to Enphase Energy, Inc., 47281 Bayside Parkway, Fremont, California, 94538, attention: General Counsel, within thirty (30) days after first becoming subject to this Arbitration Agreement. You may also opt-out of the provisions of this Arbitration Agreement by sending written notice of your decision to the following email address: [legal@enphaseenergy.com](mailto:legal@enphaseenergy.com). Your notice must include your name and address, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
- g. **Severability.** Except as provided above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
- h. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Enphase.

## 16. Customer Support Contact Information.

Phone number: (877) 797-4743  
Email: <https://support.enphase.com/s/contact-us>  
Web Page: <https://support.enphase.com/s/>

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# Product Registration Form



Failure to complete and return this Product Registration Form does not diminish your warranty rights.

Please return this form to:

Enphase Energy, Inc.  
Attn: Product Registration NA  
Customer Service  
1819 S. Cobalt Point Way  
Meridian, ID 83642  
United States of America

(or, you may register on-line at <https://enphase.com/en-us/product-registration-en-us>)

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

E-mail \_\_\_\_\_

Phone Number (Area Code) \_\_\_\_\_

### Contact Address

Street Address: \_\_\_\_\_

Street Address (line 2) \_\_\_\_\_

City \_\_\_\_\_

State/Province \_\_\_\_\_ Zip Code \_\_\_\_\_

Address of installation: same as Contact Address? Yes /

No (If, "Yes", Enphase will use Contact Address as Address of Installation)

### Address of Installation

Street Address: \_\_\_\_\_

Street Address (line 2) \_\_\_\_\_

City \_\_\_\_\_

State/Province \_\_\_\_\_ Zip Code \_\_\_\_\_

### Installer Information

Installer Name \_\_\_\_\_

Installer Contact Info \_\_\_\_\_

E-mail \_\_\_\_\_

Phone Number (Area Code) \_\_\_\_\_

### Product Information

Product SKU (e.g.: ENCHARGE-3T-1P-NA) \_\_\_\_\_

Number of Units Installed \_\_\_\_\_

Serial Numbers of Units installed \_\_\_\_\_

\_\_\_\_\_

Purchased from \_\_\_\_\_

Purchase Date (MM/DD/YY) \_\_\_\_\_

Installation Date (MM/DD/YY) \_\_\_\_\_

Permitted to Operate Date (MM/DD/YY) \_\_\_\_\_

I agree to receive critical product information about the registered products at the email and/or contact

provided above. Do you want us to send you product announcements and special offers? Yes / No

## Enphase Energy, Inc. IQ™ Batteries Limited Warranty – United States, United States Territories, and Canada

1. **Limited Warranty.** This Limited Warranty is effective for Covered Products (defined below) that are activated on or after November 19, 2021, *unless* a newer limited warranty has been posted which applies to your Covered Product’s date of activation. Always check <https://enphase.com/en-us/warranty> for the correct limited warranty governing your Covered Product. Subject to the terms of this Limited Warranty, Enphase Energy, Inc. (“**Enphase**”) provides this Limited Warranty, which consists of both the “Workmanship Warranty” and the “Capacity Retention Warranty” described below, to the Covered Owner (defined below) for the product(s) covered by this Limited Warranty listed below and installed for use at the original end user location (the “**Original Location**”) (each a “**Covered Product**”), for the applicable product warranty period set forth below (each, a “**Warranty Period**”), provided that the Original Location is located within the following territories: United States, United States territories (including Puerto Rico, Northern Mariana Islands, U.S. Virgin Islands, American Samoa, and Guam), and Canada. This Limited Warranty is valid only when the Covered Products are sold by Enphase itself or by an Enphase-authorized reseller and is valid to the extent permitted by the applicable laws of the territories mentioned above.

<u><b>Covered Product</b></u>	<u><b>Limited Warranty Period</b></u>
Enphase IQ™ Batteries with SKUs: IQ Battery-3™ Storage-1P-NA IQ Battery3T™ Storage -1P-NA IQ Battery10™ Storage 1P-NA IQ Battery 10T™ Storage -1P-NA	The Limited Warranty Period begins on the earlier of (i) the “Energize by” date indicated on the Covered Product packaging and (ii) the date the Covered Product is activated at the Original Location via Enphase® Installer Portal (such applicable date referred to herein as the “ <b>Warranty Activation Date</b> ”) and ends on the earlier of (a) 10 years from the Warranty Activation Date, (b) 4,000 discharged cycles, or (c) 2.8MWh AC energy throughput per kWh of rated capacity.

\*A Covered Product is considered “activated” when the storage system has received “permission to operate” by authorities having jurisdiction.

- (a) The Limited Workmanship Warranty (the “**Workmanship Warranty**”). During the Limited Warranty Period, the Covered Product will, under use and conditions set out in the Quick Installation Guide and the Installation Manual, (1) materially conform to the Covered Product specifications set out in the Installation Manual and (2) be free from defects in workmanship and materials. All Workmanship Warranty claims must be submitted to Enphase within ninety (90) days from the discovery of the defect. The Quick Installation Guide for the IQ Battery 3-1P-NA and IQ Battery 10-1P-NA may be found [here](#); the Quick Installation Guide for the IQ Battery 3T-1P-NA and the IQ Battery 10T-1P- NA may be found [here](#). The Operation Manual may be found at [www.enphase.com/encharge-3-10-manual/](http://www.enphase.com/encharge-3-10-manual/).
- (b) The Limited Capacity Retention Warranty (the “**Capacity Retention Warranty**”). During the Warranty Period, the Covered Product will maintain the ability to store and discharge an energy capacity of at least seventy percent (70%) of the Covered Product nameplate rating, provided that: (1) the average annual internal temperature (cell temperature) of the Covered Product (the “**Average Annual**

# Enphase Energy, Inc. IQ Batteries Limited Warranty — United States, United States Territories, and Canada

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**Internal Temperature**) does not exceed thirty-five degrees Celsius (35°C) or ninety-five degrees Fahrenheit (95°F) in any rolling one-year period and (2) the ambient temperature of the location where the Covered Product is installed (the **“Ambient Temperature”**) does not exceed: (a) thirty-nine degrees Celsius (39°C) or one hundred and two point two degrees Fahrenheit (102.2°F) for a total of 438 hours or more in any consecutive 12-month period during the Warranty Period; (b) forty-nine degrees Celsius (49° C) or one hundred twenty point two degrees Fahrenheit (120.2°F) for a total of 160 hours or more in any consecutive 12-month period during the Warranty Period; or (c) fifty-four degrees Celsius (54°C) or one hundred twenty nine point two degrees Fahrenheit (129.2°F) at any time during the Warranty Period. Enphase will calculate the Average Annual Internal Temperature by using the temperature detected by the sensors located inside the Covered Product less six degrees Celsius (6°C) / ten point two degrees Fahrenheit (10.2°F). The rated capacity of the Covered Product is based on (i) 3.36 kWhdc charge capacity for IQ Battery-3-1P-NA and -IQ Battery 3T- 1P-NA as measured during a continuous charge from zero to full capacity at a current less than 8 A AC and at an Ambient Temperature of 25°C (+/- 3°C) / 77°F (+/- 5.4°F), and (ii) 10.08 kWhdc charge capacity for IQ Battery-10-1P-NA and IQ Battery-10T-1P-NA, as measured during a continuous charge from zero to full capacity at a current less than 24 A AC at an Ambient Temperature of 25°C (+/- 3°C) / 77°F (+/- 5.4°F).

- Subject to Section 3, this Limited Warranty is also conditioned on the Covered Owner registering the Covered Product within forty-five (45) days from the date of first installation (the **“Registration”**) by either (a) completing and returning the registration card (found at the end of this Limited Warranty) to the address set forth in this Section 2; (b) registering on-line at [www.enphase.com/register-my-product](http://www.enphase.com/register-my-product); or (c) registering through Enphase® App application when an IQ™ Gateway or IQ™ Combiner is purchased and installed as part of the PV solar or storage system.

#### **Return Registration Card to:**

Enphase Energy, Inc.  
Attn: Product Registration NA  
Customer Service  
1819 S. Cobalt Point Way  
Meridian, ID 83642  
United States of America

- IF THE COVERED OWNER IS A RESIDENT OF CALIFORNIA, CONNECTICUT, OR ANY OTHER STATE THAT FORBIDS THE RETURN OF A REGISTRATION CARD AS A CONDITION PRECEDENT TO WARRANTY COVERAGE, THEN THE REGISTRATION REQUIREMENTS DESCRIBED IN SECTION 2 ABOVE SHALL NOT APPLY.
- 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 30 days from the date of transfer to the Transferee, and (d) if applicable, the Transferee complies with the Registration requirement in Section 2. 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 at <https://enphase.com/en-us/support/how-to-transfer-ownership>.

# Enphase Energy, Inc. IQ Batteries Limited Warranty — United States, United States Territories, and Canada

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5. The Covered Products must be continuously connected to the internet during the warranty period, except where interrupted by causes outside of the Covered Owner's reasonable control.
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-us/support/return-merchandise-authorization-procedure>. 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 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 (1) without an RMA from Enphase or (2) without all parts included in the original package, Enphase retains the right to either (i) refuse delivery of such return; or (ii) charge a restocking fee equal to the higher of fifteen (15) per cent 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 claim is justified based on this Limited Warranty, Enphase will bear the cost of shipping the repaired or replacement Covered Product to Covered Owner (or to the installer authorized by Covered Owner to replace the Covered Product) at the Original Location. Any Covered 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 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 Covered 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 Covered Product.
7. **Remedies.**
  - a. During the applicable Warranty Period, if Enphase confirms the existence of a defect that is covered by the Limited Workmanship Warranty, Enphase will, at Enphase's option, either (1) repair or replace the Covered Product free of charge, or (2) 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 (i) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (ii) 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 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 (1) repair or replace the Covered Product free of charge, (2) issue a pro-rated refund for the Covered Product to the Covered Owner in an amount up to its actual value at the time the Covered Owner notifies Enphase of the defect, or (3) issue a pro-rated credit for the capacity lost over the Warranty Period, as determined in Enphase's sole discretion, towards the Covered Owner's purchase of a new Enphase IQ Battery. Enphase will not elect to issue a refund or a credit unless (i) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (ii) Covered Owner is willing to accept such a refund.

# Enphase Energy, Inc. IQ Batteries Limited Warranty — United States, United States Territories, and Canada

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- c. If Enphase repairs or replaces the Covered Product, (1) Enphase will, at its option, use new and/or reconditioned parts or products of original or improved design, and (2) 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, as long as the repaired or replacement product is installed and connected to the internet within 45 consecutive days from the date on which you receive the repaired or replacement product and remains continuously connected to the internet thereafter (except where such connectivity is interrupted by causes outside of the Covered Owner's reasonable control).
- d. 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 2 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 (1) un-installing Covered Product; (2) re-installing a repaired or replacement product, or (3) 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: (1) if the Covered Product is not connected to the internet within 45 consecutive days following the Warranty Start Date and continuously connected to the internet thereafter, unless such lack of connectivity is due to causes outside of the Covered Owner's reasonable control; (2) that have been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (3) 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 Quick Install Guide, Installation Manual, or applicable laws or regulations; (4) 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 Covered Product Data Sheet (as published online at [www.enphase.com](http://www.enphase.com)), including high input voltage from generators or lightning strikes; (5) 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; (6) 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); (7) 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; (8) if the Covered Product is kept in an area where the Average Annual Internal Temperature of the Covered Product exceeds thirty-five degrees Celsius (35°C) / Fahrenheit (95°F) in any rolling one-year period; or (9) if the Ambient Temperature exceeds the temperature limitations set forth in Sections 1(b)(2)(a) through 1(b)(2)(c), respectively.
- d. 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

# Enphase Energy, Inc. IQ Batteries Limited Warranty — United States, United States Territories, and Canada

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- e. The Limited Warranty does not apply to, and the term “Covered Product” will not include, any third-party products that may be installed with the Covered Products at the Original Location.
  - 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.
9. **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.
10. **Disclaimer of Warranties.**

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ENPHASE AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES AND CONDITIONS (INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

THE GRANT OF THIS LIMITED WARRANTY BY ENPHASE IS CONDITIONED UPON AGREEMENT BY THE COVERED OWNER TO THE TERMS, CONDITIONS AND REQUIREMENTS HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO COVERED OWNER. THIS LIMITED WARRANTY GIVES COVERED OWNER SPECIFIC LEGAL RIGHTS, AND COVERED OWNER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

11. **Limitation of Liability.**

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, 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.



# Enphase Energy, Inc. IQ Batteries Limited Warranty — United States, United States Territories, and Canada

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Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to Covered Owner.

12. **Governing law.** This Limited Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction.
13. **Arbitration.**
  - a. ***Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires Covered Owner (“you”) to arbitrate disputes with ENPHASE and limits the manner in which you can seek relief from Enphase (“us”).***
  - b. **Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Covered Products, or to any aspect of your relationship with Enphase, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or Enphase may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).
  - c. **Arbitration Rules and Forum.** For any dispute with Enphase in connection with this Limited Warranty, Covered Owner agrees to first contact Enphase at the email address identified below and attempt to resolve the dispute with us informally. If the dispute has not been resolved after 60 days, both parties agree to resolve such dispute through binding arbitration under the Optional Expedited Arbitration Procedures then in effect for the Judicial Arbitration and Mediation Services (“JAMS”). JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitration shall be conducted in English and in Santa Clara County, California. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that Covered Owner cannot afford to pay JAMS’s filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Enphase will pay them for Covered Owner. In addition, Enphase will reimburse all such JAMS’s filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement, and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of the parties. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum’s rules, and the Limited Warranty. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the parties.

## Enphase Energy, Inc. IQ Batteries Limited Warranty — United States, United States Territories, and Canada

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- d. **Waiver of Jury Trial.** YOU AND ENPHASE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and ENPHASE are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in sections above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- e. **Waiver of Class or Other Non-Individualized Relief.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE COVERED OWNER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER COVERED OWNER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then such claim must be severed from the arbitration and brought into the State or Federal Courts located in San Francisco, California. All other claims shall be arbitrated.
- f. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to Enphase Energy, Inc., 47281 Bayside Parkway, Fremont, California, 94538, attention: General Counsel, within 30 days after first becoming subject to this Arbitration Agreement. You may also opt-out of the provisions of this Arbitration Agreement by sending written notice of your decision to the following email address: [legal@enphaseenergy.com](mailto:legal@enphaseenergy.com). Your notice must include your name and address, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
- g. **Severability.** Except as provided above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
- h. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Enphase.

Enphase, the "e" logo, IQ, IQ7 and Envoy-S and other names are trademarks of Enphase Energy, Inc.

## Enphase Energy, Inc. Encharge™ Storage System Limited Warranty – United States, United States Territories, and Canada

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1. **Limited Warranty.** Subject to the terms of this Limited Warranty, Enphase Energy, Inc. ("**Enphase**") provides this Limited Warranty, which consists of both the "Workmanship Warranty" and the "Capacity Retention Warranty" described below, to the Covered Owner (defined below) for the product(s) covered by this Limited Warranty listed below and installed for use at the original end user location (the "**Original Location**") (each a "**Covered Product**"), for the applicable product warranty period set forth below (each, a "**Warranty Period**"), provided that the Original Location is located within the following territories: United States, United States territories (including Puerto Rico, Northern Mariana Islands, U.S. Virgin Islands, American Samoa, and Guam), and Canada. This Limited Warranty is valid only when the Covered Products are sold by Enphase itself or by an authorized reseller and is valid to the extent permitted by the applicable laws of the jurisdictions mentioned above.

<u>Covered Product</u>	<u>Limited Warranty Period</u>
Enphase Encharge™ storage systems with SKUs Encharge-3-1P-NA or Encharge-10-1P-NA	The Limited Warranty Period begins on the earlier of (i) 9 months from the date of manufacture of the Covered Product and (ii) the date the Covered Product is activated at the Original Location (such applicable date referred to herein as the " <b>Warranty Activation Date</b> ") and ends, whichever occurs earlier (a) 10 years from the Warranty Activation Date, (b) 4,000 discharged cycles, or (c) 2.8MWh AC energy throughput per kWh of rated capacity.

\*A Covered Product is considered "activated" when the storage system has received "permission to operate" by authorities having jurisdiction.

- (a) The Limited Workmanship Warranty (the "**Workmanship Warranty**"). During the Limited Warranty Period, the Covered Product will, under use and conditions set out in the Quick Installation Guide and the Installation Manual, (i) materially conform to the Covered Product specifications set out in the Installation Manual and (ii) be free from defects in workmanship and materials. All Workmanship Warranty claims must be submitted to Enphase within ninety (90) days from the discovery of the defect. The Quick Installation Guide may be found at [www.enphase.com/encharge-3-10-qig/](http://www.enphase.com/encharge-3-10-qig/) and the Operation Manual may be found at [www.enphase.com/encharge-3-10-manual/](http://www.enphase.com/encharge-3-10-manual/).
- (b) The Limited Capacity Retention Warranty (the "**Capacity Retention Warranty**"). During the Warranty Period, the Covered Product will maintain the ability to store and discharge an energy capacity of at least seventy percent (70%) of the Covered Product nameplate rating, provided that: (i) the average annual internal temperature of the Covered Product (the "**Average Annual Internal Temperature**") does not exceed twenty-three degrees Celsius (23°C) in any rolling one-year period and (ii) the ambient temperature of the location where the Covered Product is

# Enphase Energy, Inc. Encharge™ storage system Limited Warranty — United States, United States Territories, and Canada

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installed (the “**Ambient Temperature**”) does not exceed (a) forty degrees Celsius (40°C) for five percent or more (≥5%) of the Warranty Period; (b) fifty degrees Celsius (50° C) for more than one (>1) continuous hour; (c) fifty five degrees Celsius (55°C) at any time; or (d) goes below zero (0°C) for five percent or more (≥5%) of the Warranty Period. Enphase will measure the Average Annual Internal Temperature by using the temperature sensors located inside the Covered Product. The rated capacity of the Covered Product is based on a 3.36 kWh charge capacity for Encharge-3-1P-NA, and 10.08 kWh charge capacity for Encharge-10-1P-NA as measured during a continuous charge from zero to full capacity at a current less than 8 A AC for Encharge-3-1P-NA and less than 24 A AC for Encharge-10-1P-NA and at a temperature of 25°C (+/- 3°C).

2. Subject to Section 3, this Limited Warranty is also conditioned on the Covered Owner registering the Covered Product within forty-five (45) days from the date of first installation (the “**Registration**”) by either 1) completing and returning the registration card (found at the end of this Limited Warranty) to the address set forth in this Section 2; 2) registering on-line at [www.enphase.com/register-my-product](http://www.enphase.com/register-my-product); or 3) registration through Enphase’s Enlighten™ application when an Envoy™ product or IQ combiner is purchased and installed as part of the PV solar or storage system.

#### **Return Registration Card to:**

Enphase Energy, Inc.  
Attn: Product Registration NA  
Customer Service  
1819 S. Cobalt Point Way  
Meridian, ID 83642  
United States of America

3. IF THE COVERED OWNER IS A RESIDENT OF CALIFORNIA, CONNECTICUT, OR ANY OTHER STATE THAT FORBIDS THE RETURN OF A REGISTRATION CARD AS A CONDITION PRECEDENT TO WARRANTY COVERAGE, THEN THE REGISTRATION REQUIREMENTS DESCRIBED IN SECTION 2 ABOVE SHALL NOT APPLY.
4. 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 authorized Enphase reseller at the Original Location. In addition, Covered Owner shall include subsequent transferees (each, a “**Transferee**”) as long as (1) the Covered Product remains at the Original Location, (2) the Transferee submits to Enphase a “Change of Ownership Form,” (3) the Transferee pays the applicable transfer fee (“**Transfer Fee**”) set forth in the Change of Ownership Form within 30 days from the date of transfer to the Transferee, and (4) if applicable, the Transferee complies with the Registration requirement in Section 2. 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 at <https://enphase.com/en-us/support/how-to-transfer-ownership>.
5. In addition to the exclusions in Section 8, the 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.
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 Procedure available at <https://enphase.com/en-us/support/return-merchandise-authorization-procedure>. If a Covered Owner returns a Covered Product to Enphase (a) without an RMA from Enphase or (b) without all parts included in the original package, Enphase retains the right to either (1) refuse delivery of

# Enphase Energy, Inc. Encharge™ storage system Limited Warranty — United States, United States Territories, and Canada

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such return; or (2) charge a restocking fee equal to the higher of fifteen (15) per cent 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.

- b. By returning a Covered Product, you hereby acknowledge that ownership of the Covered Product is transferred to Enphase upon Enphase's receipt of the Covered Product. If the claim is justified based on this Limited Warranty, Enphase will bear the cost of shipping the repaired or replacement Covered Product to you (or to the installer authorized by you to replace the Covered Product) at the Original Location. Any Covered Product returned to Enphase that Enphase determines is not defective, 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 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.
- c. Once a return is received and inspected, Enphase will notify Covered Owner (or the installer authorized by you to replace the Covered Product) that Enphase has received the returned Covered Product. If Covered Owner elects to receive a refund (rather than receive a repaired or replacement Covered Product), such refund will be processed and paid within 2 weeks of Enphase's receipt of the Covered Product.

## 7. Remedies.

- a. During the applicable Warranty Period, if Enphase establishes the existence of a defect that is covered by the Limited Workmanship Warranty, Enphase will, at Covered Owner's option, either (1) repair or replace the Covered Product free of charge, or (2) issue a pro-rated refund for the Covered Product to the Covered Owner in an amount up to its actual value at the time the Covered Owner notifies Enphase of the defect. 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 Warranty Period, if Enphase establishes the existence of a defect that is covered by the Limited Capacity Retention Warranty, Enphase will, at Covered Owner's option, either (1) repair or replace the Covered Product free of charge, (2) issue a pro-rated refund for the Covered Product to the Covered Owner in an amount up to its actual value at the time the Covered Owner notifies Enphase of the defect, or (3) issue a pro-rated credit for the capacity lost over the Warranty Period, as determined in Enphase's sole discretion, towards the Covered Owner's purchase of a new Enphase Encharge™ storage system.
- c. If Covered Owner elects to repair or replace the Covered 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 Covered Product, 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.

## 8. Limited Warranty Limitations and Exclusions.

- a. This Limited Warranty does not include any cost of labor or other costs related to (1) un-installing Covered Product; (2) re-installing a repaired or replacement product, or (3) 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: (1) that have been misused, neglected, tampered

# Enphase Energy, Inc. Encharge™ storage system Limited Warranty — United States, United States Territories, and Canada

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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, used in an unsuitable environment, or used in a manner contrary to the Quick Install Guide, Installation 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 applicable Covered Product Data Sheet (as published online at [www.enphase.com](http://www.enphase.com)), including high input voltage from generators or lightning strikes; (4) that have been subjected to damage caused by defects in unauthorized third party components 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; (5) 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); or (6) 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;

- d. defect occurs during shipping or transportation after the Covered Product is sold to an Authorized Reseller.
  - e. if the Covered Product is kept in an area where the Average Annual Internal Temperature of the Covered Product exceeds twenty-three degrees Celsius (23°C) in any rolling one-year period;
  - f. if the Ambient Temperature (a) exceeds forty degrees Celsius (40°C) for five percent or more (≥5%) of the Limited Warranty Period or; (b) exceeds fifty degrees Celsius (50°C) for more than one (>1) continuous hour; (c) exceeds fifty five degrees Celsius (55°C) at any time; or (d) goes below zero (0°C) for five percent or more (≥5%) of the Limited Warranty Period.
  - g. 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.
  - h. 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.
9. **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.

## 10. Disclaimer of Warranties.

THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ENPHASE AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES AND CONDITIONS (INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES AS TO THE



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ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

THE GRANT OF THIS LIMITED WARRANTY BY ENPHASE IS CONDITIONED UPON AGREEMENT BY THE COVERED OWNER TO THE TERMS, CONDITIONS AND REQUIREMENTS HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

## 11. Limitation of Liability.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, 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.

Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.

12. **Governing law.** This Limited Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction.

## 13. Arbitration.

- a. ***Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires Covered Owner (“you”) to arbitrate disputes with ENPHASE and limits the manner in which you can seek relief from Enphase (“us”).***
- b. **Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Covered Products, or to any aspect of your relationship with Enphase, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or Enphase may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).
- c. **Arbitration Rules and Forum.** For any dispute with Enphase in connection with this Limited Warranty, Covered Owner agrees to first contact Enphase at the email address identified below and attempt to resolve the dispute with us informally. If the dispute has not been resolved after 60 days, both parties agree to resolve such dispute through binding arbitration under the Optional Expedited Arbitration Procedures then in effect for the Judicial Arbitration and Mediation Services (“JAMS”). JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitration shall be conducted in English and in Santa Clara County, California. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that Covered Owner cannot afford to pay JAMS’s filing, administrative, hearing and/or other fees and cannot obtain a waiver from

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JAMS, Enphase will pay them for Covered Owner. In addition, Enphase will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement, and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of the parties. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Limited Warranty. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the parties.

- d. **Waiver of Jury Trial.** YOU AND ENPHASE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and ENPHASE are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in sections above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- e. **Waiver of Class or Other Non-Individualized Relief.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE COVERED OWNER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER COVERED OWNER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then that claim must be severed from the arbitration and brought into the State or Federal Courts located in San Francisco, California. All other claims shall be arbitrated.
- f. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to Enphase Energy, Inc., 47281 Bayside Parkway, Fremont, California, 94538, attention: General Counsel, within 30 days after first becoming subject to this Arbitration Agreement. You may also opt-out of the provisions of this Arbitration Agreement by sending written notice of your decision to the following email address: [legal@enphaseenergy.com](mailto:legal@enphaseenergy.com). Your notice must include your name and address, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
- g. **Severability.** Except as provided above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

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- h. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Enphase.