

 Limited Warranty. This Limited Warranty is effective for Covered Products (defined below) that are activated on or after February 1, 2024, *unless* a newer limited warranty has been posted which applies to your Covered Product's date of activation. Always check <u>https://enphase.com/en-au/warranty/australia</u> for the correct limited warranty governing your Covered Product.

Subject to the terms of this Limited Warranty, Enphase Energy, Inc. ("Enphase") warrants to the Covered Owner (defined below) that the product(s) listed 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 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:

Australia and New Zealand

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

Covered Product(s)	Limited Warranty Period(s)
IQ8 microinverters	
IQ8X-80-M-INT	
IQ8P-72-2-INT	
IQ8AC-72-M-INT	
IQ8AC-72-M-ACM-INT	
IQ8AC-72-M-ACM-INT-NM	
IQ8AC-72-M-ACM-INT-RMA	
IQ8HC-72-M-INT	15 years from the Activation Date
IQ8HC-72-M-ACM-INT	
IQ8HC-72-M-ACM-INT-NM	
IQ8HC-72-M-ACM-INT-RMA	
IQ8MC-72-M-ACM-INT	
IQ8MC-72-M-ACM-INT-NM	
IQ8MC-72-M-ACM-INT-RMA	
IQ Gateway Metered	5 years from the Warranty Start Date.
ENV-S-WM-230	
IQ Relay	
Q-RELAY-1P-INT	5 years from the Warranty Start Date.
Q-RELAY-3P-INT	
Consumption CT	
CT-100-SPLIT	5 years from the Warranty Start Date
CT-100-SPLIT-ROW	

For purposes of this Limited Warranty, "**Activation Date**" means the earlier of (i) the date the Covered Product is registered with Enphase, or (ii) the date the Covered Product is activated* at the Original Location via the Enphase's Installer Portal. A Covered Product is considered "activated" when the solar system has received "permission to operate" by authorities having jurisdiction.

This Limited Warranty applies in addition to guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to replacement or refund for a major failure of the goods and compensation for any other reasonably foreseeable loss or damage.

You are also entitled to have the goods repaired or replaced if the goods are defective and the defect does not amount to a major failure.

You may also have certain consumer guarantees for goods supplied in New Zealand.

If you are a consumer and your Enphase Energy Covered Product is defective or does not conform with the contract of sale, you may be able to choose to make a claim under consumer laws in your jurisdiction or under this Limited Warranty (whichever is applicable).

- 2. Covered Owner. For the purposes of this Limited Warranty, the "Covered Owner" shall mean the person or entity that purchases a Covered Product from Enphase or an Enphase-authorized reseller and installs (or has installed) such Covered Product 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 completed "Change of Ownership Form," which Enphase may modify from time to time in its sole discretion (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 from the Covered Owner to the Transferee, and (d) subject to Section 3, the Transferee complies with the Registration requirement in Section 2. The submission of a Change of Ownership Form is required in order for the Transferee to receive continued Limited Warranty coverage on the transferred Covered Product. The Transfer Fee is subject to reasonable adjustment from time to time (as determined at Enphase's discretion). The Change of Ownership Form and payment instructions for the Transfer Fee are available here.
- 3. **Continuous Connectivity**. The Covered Products should be continuously connected to the internet during the warranty period, except where interrupted by causes outside of the Covered Owner's reasonable control. This will help ensure that potential defects in the Product can be diagnosed remotely and that the Product can receive over-the-air firmware updates.

4. How to Obtain Warranty Service.

- a. To obtain warranty service for a Covered Product, the Covered Owner must comply with the Return Merchandise Authorization (RMA) Procedure available at https://enphase.com/en-au/download/australia-rma-procedure-v13-vlgl-00008. Unless Enphase specifically instructs the Covered Owner otherwise, the Covered Owner must return the allegedly defective Covered Product to Enphase in the original packaging or equivalent. If the allegedly defective Covered Product is not received by Enphase within 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 product or product part. 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. 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.

5. Remedies.

a. During the applicable Warranty Period, if Enphase confirms the existence of a defect that is covered by the Limited Warranty, Enphase will, at Enphase's option, either (i) repair or replace the 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 (1) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (2) Covered Owner is willing to accept such a refund. In the event of a defect, to the extent permitted by law, these are the Covered Owner's sole and exclusive remedies.

If Enphase repairs or replaces the Covered Product pursuant to this Limited Warranty, (i) Enphase will, at its option, use new and/or reconditioned parts or products of the Covered Product's original or improved design, and (ii) the Limited Warranty will continue to apply to the repaired or replacement product for the remainder of the original Limited Warranty Period or ninety (90) days from the date Covered Owner receives the repaired or replacement product, whichever is later.

b. If Enphase issues a refund (rather providing a repaired or replacement Covered Product), such refund will be processed and paid within 2 weeks of Enphase's receipt of the Covered Product.

6. Limited Warranty Limitations and Exclusions.

- a. This Limited Warranty does not include any cost of labor related to (i) un-installing Covered Product; (ii) reinstalling 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 any delays, lost or damage or any other damage to any Covered Product caused by a freight carrier.
- This Limited Warranty does not apply to, and Enphase will not be responsible for, any defect in or damage to C. any Covered Products: (i) that have been misused, 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, use in an unsuitable environment, or use in a manner contrary to the Enphase User Manual 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 applicable maximum or minimum limits listed in the applicable Covered Product Data Sheet (as published online at www.enphase.com), 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: (vii) if the Covered Product is not using the most up-to-date software or firmware version made available by Enphase and the defect or damage could have been avoided by using such firmware or software version; or (viii) if the Covered Product is not registered with Enphase and (where the Covered Product is a microinverter) connected to the internet through an Envoy product (as described in the Installation and Operation Manual found at www.enphase.com) within 45 consecutive days following the Warranty Start Date and remains continuously connected to the internet thereafter.
- d. The Limited Warranty does not cover cosmetic, technical or design defects, or shortcomings which do not materially influence or affect energy production or degrade form, fit, or function of the Covered Products, 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. 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.

- 7. **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.
- 8. OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE

9. Limitation of Liability.

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

Covered Product or (c) for any other liability which cannot be limited or excluded under applicable law.

10. Severability. If any term of this Limited Warranty is held to be illegal or unenforceable, it will be excluded from this Limited Warranty and the legality or enforceability of the remaining terms will not be affected.

This Limited Warranty is offered by Enphase Energy, Inc.

Contact Details:

Australia

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The grant of this Limited Warranty is expressly conditioned upon the acceptance and agreement by the End User and any permitted Transferee to the terms, conditions, and requirements herein.

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