

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

1. **Limited Warranty.** This Limited Warranty is effective for Covered Products (defined below) that are activated on or after September 5, 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-gb/warranty/uk> 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 United Kingdom (the “**Territory**”):

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>Products</u>	<u>Limited Warranty Period</u>
Enphase IQ Battery 5P (“IQ Battery Product”) with SKU: IQBATTERY-5P-1P-INT	The Limited Warranty Period begins on the Activation Date (defined below) and ends on the earlier of (a) 15 years from the Activation Date or (b) 6,000 discharged cycles.
IQ Gateway Metered with SKU: ENV-S-EM-230 ENV-S-WM-2-30	5 years from the Activation Date
Current Transformer with SKUs: CT-100-SPLIT CT-100-SPLIT-ROW	5 years from the Activation Date
Communications Kit with SKU: COMMS-KIT-INT-02	5 years from the Activation Date

2. **Activation Date.** As used in this Limited Warranty, “**Activation Date**” means the following:
- For Covered Products that are IQ Battery Products (each a “**Covered IQ Battery Product**”) only: The earlier of (i) the “Energize by” date indicated on the IQ Battery Product packaging or (ii) the date the IQ Battery Product is activated at the Original Location via the Enphase Installer Portal and the Covered Owner has received “permission to operate” by the authorities having jurisdiction.
 - For all other Covered Products: The date the Covered Product is activated at the Original Location via the Enphase Installer Portal and the Covered Owner has received “permission to operate” by the authorities having jurisdiction.
3. **Additional Warranties for Covered IQ Battery Products.** During the Limited Warranty Period, the Covered IQ Battery Product will maintain the ability to store and discharge an energy capacity of at least sixty percent (60%) of the Covered IQ Battery Product nameplate rating when installed and used in accordance with the Quick Install Guide and the Product data sheet (the “**Product Documentation**”). The Product Documentation can be found at <https://enphase.com/en-gb/installers/resources/documentation/storage>.

4. **Continuous Connectivity.** The Covered Products must 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.
5. **Services under this Warranty.** If Enphase confirms the defect that is covered by this Warranty, Enphase will, at its sole discretion, either (a) repair or replace the Covered Product free of charge or (b) grant to the Covered Owner a proportionate set-off or refund for the Covered Product equal to the current market value of the Covered Product at the time the Covered Owner notifies Enphase of the defect, as shall be determined in Enphase's sole discretion. If Enphase elects to repair or replace the Covered Product, Enphase shall, at its option, use new or refurbished parts or products of original, similar or improved design.
6. **Warranty period after repair or replacement.** If Enphase repairs or replaces a Covered Product, the Warranty on the repaired or replaced product shall continue until (a) the end of the original Warranty Period, as indicated in the table above, or, provided this is later (b) 90 days from the date of receipt of the repaired or replaced product, provided that the repaired or replaced product is installed and connected to the internet as described in the installation and operation manual within 45 consecutive days from the date the repaired or replaced product is received.
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," and (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. 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://www4.enphase.com/en-uk/support/transfer-ownership-enphase-system>.
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/sites/default/files/2021-02/RMA-United-Kingdom.pdf>. 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.
 - d. 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.
 - e. 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. Limited Warranty Limitations and Exclusions.

(a) This Warranty does not apply in the following circumstances:

- (i) if the Covered Product is not registered with Enphase within 45 consecutive days of the Activation Date, or if the Covered Product is a Microinverter and is not connected to the internet via a gateway product as described in the installation and use manual available via <https://enphase.com/en-gb/installers/resources/documentation>;
- (ii) if the Covered Product is not installed or used in accordance with the quick installation guide (supplied with the Covered Product) or the installation and use manual, or is installed or used under conditions for which the Covered Product is not intended;
- (iii) if the defect arises after the Warranty Period has expired;
- (iv) if the Covered Product has been altered, modified or repaired (unless such alteration, modification or repair has been carried out by Enphase or a third party acting on its behalf);
- (v) if the Covered Product has been misused, neglected, tampered with or otherwise damaged;
- (vi) if the Covered Product has been used in a manner contrary to applicable law;
- (vii) if the Covered Product has been exposed to fire, water, general corrosion, biological infestations, natural phenomena, or an input voltage that generates operating conditions above the maximum or minimum limits stated in the specifications of the Covered Product, including elevated input voltage due to generators or lightning. This information can be found in the installation and operation manual;
- (viii) if the problem has been caused by another component of a connected PV system that was not manufactured by Enphase;
- (ix) if the original identification markings on the Covered Product, including the serial number or trademark, have been altered, modified or obliterated;
- (x) If the network profile (service approved operating parameters) of a microinverter has been altered and this has caused the product to malfunction, fail or break down;
- (xi) if the problem has occurred during shipment or transportation after Enphase has sold the Covered Product to an Authorized Distributor; and
- (xii) 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.

b. In addition, this Warranty also does not cover:

- (i) ordinary wear and tear or cosmetic, technical and design defects in a Covered Product that do not materially affect the energy output or impair the form, fit or function of the Covered Product;
- (ii) theft of the Covered Product or acts of vandalism against it;
- (iii) the removal or installation of the Covered Owner's electrical systems or the detection of faults in those systems; and/or
- (iv) software programmes installed in the Covered Product and/or the recovery and reinstallation of such software programmes and data.

c. 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.

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

11. Limitation of Liability.

- a. Enphase shall not be responsible for any loss or damage which is not Enphase's fault or is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract of sale was made, both we and you knew it might happen.
- b. Enphase only supplies the Covered Product for home and private use. If you use the Covered Product for commercial or business purposes, Enphase will not be liable for business losses including, for example, loss of profits, loss of business, business interruption or loss of business opportunities.
- c. Furthermore, the Covered Product is 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 the Covered Product. 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 the Covered Product in such circumstances.

- d. Nothing in this Limited Warranty will limit or exclude Enphase's liability for (i) death or personal injury caused by its negligence, (ii) fraud or fraudulent misrepresentation, (iii) any breach of the Owner's legal rights in relation to the Covered Product (including as summarised below under "UK Consumer Laws" or (iv) for any other liability which cannot be limited or excluded under applicable law.
- e. 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 Warranty shall be governed by and construed in accordance with the laws of England. Each party agrees to submit to the non-exclusive jurisdiction of the English courts. However, as a consumer, you benefit from the mandatory provisions of the law of your country of residence. Nothing in this limited warranty shall affect your rights as a consumer to invoke such mandatory provisions of local law.

13. Consumer Protection Rights:

The Consumer Rights Act 2015 automatically introduces certain terms into contracts for the sale of goods to consumers including, for example, that the goods (i) will match the description given of them, (ii) will be of satisfactory quality and (iii) will be reasonably fit for any particular purpose made known to the seller.

If goods are defective or do not conform with the contract of sale, a consumer may be entitled to (i) a repair or a replacement free of charge, (ii) a discount or (iii) a refund by the seller.

The primary responsibility to provide these remedies will sit with the seller from whom the consumer purchased the goods. So, if you purchased a Covered Product from a third-party reseller and not directly from Enphase, you would need to contact that reseller in order to make a claim.

For goods purchased in England and Wales, these rights expire six years from delivery of the goods. For goods purchased in Scotland, these rights expire five years from delivery of the goods.

14. Customer Support Contact Information.

Phone number:	+44 (0) 3308 088 522
Email:	support_uk@enphaseenergy.com
Web Page:	https://www4.enphase.com/en-uk/support

This Warranty is expressly granted on condition that the Covered Owner, or the permitted Beneficiary (as applicable) has accepted and agreed to the terms, conditions and requirements contained in this Warranty.

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