



Limited warranty - Enphase Energy, Inc.- Montserrat

1. **The provider of this limited warranty ("Warranty") is:** Enphase Energy, Inc. 47281 Bayside Parkway Fremont, CA 94538 United States ("**Enphase**") to Covered Owners (defined below) in the following countries in Montserrat (the "**Territory**").
2. **Scope of the Warranty:** This Warranty is effective for Covered Products (defined below) that are activated on or after April 26, 2024, *unless* a newer limited warranty has been posted which applies to the Covered Product's Activation Date (defined below). Always check <https://enphase.com/installers/resources/warranty> for the correct limited warranty governing your Covered Product. Subject to the terms of this Warranty, 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 "**Warranty Period**"), provided that the Original Location is located within the Territory. If the Covered Product is defective or malfunctioning during the Warranty Period, the Covered Owner can obtain service under this Warranty by following the procedure as outlined in Article 9 of this Warranty. All Warranty claims must be submitted to Enphase during the Warranty Period and within thirty (30) days from the discovery of the defect.

This Warranty is valid only (a) when the Covered Products are sold to the Covered Owner by Enphase itself or by an Enphase authorized reseller; (b) to the extent permitted by the applicable laws of the Territory and (c) when the Covered Product is continuously connected to the internet through an IQ Gateway product during the Warranty Period. Further, this Warranty is only valid and applicable to Covered Products which are licensed for sale and use in the Territory.

<u>Covered Products</u>	<u>Warranty Period(s)</u>
IQ8 Microinverter with SKUs: IQ8HC-72-M-US IQ8P-72-2-US	25 years from the Activation Date
IQ7 Microinverter with SKUs: IQ7-60-2-US IQ7-60-M-US IQ7PLUS-72-2-US IQ7PLUS-72-M-US IQ7A-72-2-US, IQ7A-72-M-US IQ7X-96-2-US	25 years from the Activation Date
IQ Gateway Metered with SKUs: ENV-S-AM1-230-60	5 years from the Activation Date
Current Transformer with SKUs: CT-100-SPLIT	5 years from the Activation Date

For purposes of this Warranty, "**Activation Date**" means the following: The earlier of (i) the date the Covered Product is registered with Enphase through the Enphase App or activated at the Original Location via the Enphase's Installer Portal; and (ii) has received permission to operate by the appropriate competent operators/authorities in the Territory.

3. **Warranty recipient:** this Warranty is granted only to the end user who first purchased and put into use the Covered Product (the "**End User**") or to a subsequent end user (the "**Beneficiary**") (each End User or Beneficiary is a "**Covered Owner**"), provided that (i) the Covered Product remains at the Original Location and (ii) the Beneficiary submits a "Change of Ownership Form" to Enphase within 30 days from the date of transfer to the Beneficiary and pays the applicable fee (the "**Transfer Fee**"). Such notice is required for the continued coverage under this Warranty. The Transfer Fee shall be stated on the Change of Ownership Form and may be reasonably adjusted from time to time (as shall be determined in Enphase's sole discretion). The Change of Ownership Form and payment instructions are available at <https://enphase.com/warranty/montserrat>.

4. **Additional rights:** This Warranty gives you as the Covered Owner specific legal rights if there is a problem with the Covered Product. This Warranty is in addition to, and does not affect, any rights the Covered Owner may have under consumer protection laws in the Territory.
5. **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.
6. **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.
7. **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.
8. **Warranty 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 user manual available via <https://enphase.com/en-lac/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
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.

9. How to obtain service under this Warranty:

The following will govern how Enphase will provide the service under this Warranty:

- 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/warranty/montserrat>. 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 if you need to send your Covered Product in for service. You will be required to pay shipping costs in circumstances if your Product is not covered by this Warranty.
- 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 or equivalent 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 per cent (15%) of the original Covered Owner's purchase price of the Covered Product or the retail value of the missing parts.
- 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 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 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.

10. Transfer to third parties: Enphase expressly reserves the right to novate or transfer its rights and obligations under this Warranty to a third party that demonstrably possesses the expertise and necessary resources required to effectively perform the obligations under this Warranty.

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

12. Governing law: This Warranty shall be governed by and construed in accordance with the laws of Montserrat. Each party agrees to submit to the non-exclusive jurisdiction of Montserrat 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. Severability: if any term in this Warranty is found to be unlawful or unenforceable, that term shall be excluded from this Warranty and the lawfulness or enforceability of the remaining terms and conditions shall not be affected.

14. Enphase Contact Information: If you have questions, you may contact Enphase at:

Phone: 707.774.7020

Email: soporte_latinoamerica@enphaseenergy.com

Web page: <https://enphase.com/en-lac/>

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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