



Enphase Energy, Inc. IQ® Portable Energy Products
Limited Warranty – United States, Puerto Rico, and Canada

This Limited Warranty is effective for Covered Products (defined below) with a Warranty Start Date on or after December 2, 2024, unless a newer limited warranty has been posted which applies to the Covered Product's Warranty Start Date. Always check <https://enphase.com/warranty/us> for the correct limited warranty governing your Covered Product.

- 1. Limited Warranty.** Subject to the terms of this Limited Warranty, Enphase Energy, Inc. ("**Enphase**") provides both the Workmanship Warranty, and the Capacity Retention Warranty described below, for the product(s) listed below (each a "**Covered Product**"), for the applicable product warranty period set forth below (each, a "**Limited Warranty Period**"). This Limited Warranty is valid only to the extent permitted by the applicable laws of the **United States, Puerto Rico, and Canada** (collectively, the "**Covered Territory**") and (b) when the Covered Product is sold by Enphase itself or by an Enphase-authorized reseller in the Covered Territory.

All claims made under this Limited Warranty must be submitted to Enphase during the Limited Warranty Period.

<u>Covered Product</u>	<u>Limited Warranty Period</u>
IQ® PowerPack 1500 with SKU: PES-1515-BL-US	The Limited Warranty Period begins on the Warranty Start Date (defined below) and ends on the earlier of (a) 5 years from the Warranty Start Date, or (b) 2,500 discharged cycles.
IQ® Portable Panel with SKU: PES-PSP-200	5 years from the Warranty Start Date
IQ® Cart with SKU: PES-CRT-1515	5 years from the Warranty Start Date
Cables with SKUs: PES-ACC-US-SPR PES-DCC-12V-SPR PES-MC4XT-11-SPR PES-MC4-05-SPR PES-MC4-10-SPR	1 year from the Warranty Start Date

- a. The Limited Workmanship Warranty (the "**Workmanship Warranty**"). During the applicable Limited Warranty Period (defined above), the Covered Product will, under use and conditions set out in the User Manual and Product Data Sheet (collectively, the "**Enphase Documentation**"), (i) materially conform to the Covered Product specifications set out in the Product Data Sheet 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 Enphase Documentation may be found at <https://enphase.com/installers/resources/documentation>.
- b. The Limited Capacity Retention Warranty (the "**Capacity Retention Warranty**"). During the applicable Limited Warranty Period, the IQ PowerPack 1500 will, under use and conditions set out in the Enphase Documentation, maintain the ability to store and discharge an energy capacity of at least sixty-five percent (65%) of the IQ PowerPack nameplate rating.

2. Warranty Start Date. For purposes of this Limited Warranty, “**Warranty Start Date**” means the date the Covered Product is originally purchased (as supported by your original purchase receipt (the “**Purchase Receipt**”) or, if the Covered Product was originally purchased from Enphase directly, as indicated in Enphase’s internal sales records). Notwithstanding any other language in this Limited Warranty, if you are unable to provide the Purchase Receipt for the IQ PowerPack and Enphase cannot otherwise verify your original date of purchase for the IQ PowerPack, then the Warranty Start Date for the IQ PowerPack will be the earlier of (i) the date the IQ PowerPack is first powered on; or ninety (90) days after the date the IQ PowerPack was shipped from Enphase’s distribution center to the original seller.

3. How to Obtain Warranty Service.

- a. To obtain warranty service for a Covered Product, you must comply with the Return Merchandise Authorization (RMA) Procedure available at: <https://enphase.com/warranty/us> and <https://enphase.com/warranty/canada>. You may be asked to provide the Purchase Receipt for the Covered Product.
- b. Unless Enphase specifically instructs you otherwise, you must return the allegedly defective Covered Product to Enphase in the original packaging or packaging providing an equal degree of protection. If you do not have the original (or comparable) packaging for returning your Covered Product, please contact customer service; Enphase will provide such packaging to you free of charge.
- c. Once a returned Covered Product is received and inspected, Enphase will notify you that Enphase has received the returned Covered Product. If the returned Covered Product is not received by Enphase within sixty (60) days of Enphase providing an RMA number to you, Enphase will invoice you, and you will pay, the then-current list price for the replacement Covered Product provided to you by Enphase. The RMA Procedure allows you to generate a prepaid mailing label for the return. Please use a tracking service when returning the allegedly defective Covered Product.
- d. If you return a Covered Product to Enphase without an RMA from Enphase or 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 per cent (15%) of the purchase price of the Covered Product or the retail value of the missing parts.
- e. By returning a Covered Product, you hereby acknowledge that ownership of the returned Covered Product is transferred to Enphase upon Enphase’s receipt of the Covered Product. If your claim under this Limited Warranty is justified, Enphase will bear the cost of shipping the repaired or replacement Covered Product to you to a location within the Covered Territory. 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 your cost (subject to prepayment), or kept for 30 days for pick-up by you, and then disposed of in Enphase’s sole discretion without further liability or obligation to you.

4. Remedies.

- a. During the applicable Limited Warranty Period, if Enphase confirms the existence of a defect that is covered by this Limited Warranty, Enphase will, at Enphase’s option, either (i) repair or replace the Covered Product free of charge, or (ii) refund you the actual purchase price for the Covered Product less reasonable depreciation based on use at the time you notify 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) you are willing to accept such a refund. In the event of a defect, to the extent permitted by law, these are your sole and exclusive remedies.
- b. 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 you receive the repaired or replacement product, whichever is later.

- c. 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 two (2) weeks of Enphase's receipt of the Covered Product.

5. Limited Warranty Limitations and Exclusions.

- a. 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.
- b. This Limited Warranty does not cover, and the term "Covered Product" does not include, (i) any third-party products not supplied by Enphase that may be used in connection with the Covered Products.
- c. This Limited Warranty does not apply to, and Enphase will not be responsible for, any defect in or damage to any Covered Products: (i) that have not been properly charged pursuant to the guidelines in the User Manual, (ii) that have been misused, abused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (iii) that have been improperly maintained, operated, handled, stored, or used, including operation, storage or use under conditions for which the product was not designed, or in a manner contrary to the User Manual, or applicable laws or regulations, (iv) that have been stored or used in an unsuitable environment; (v) that have been subjected to fire, generalized corrosion, biological infestations, acts of nature, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the applicable Enphase Documentation, including high input voltage from generators or lightning strikes; (vi) that have been submerged in water or subjected to water beyond the limits listed in the applicable Enphase Documentation, (vii) where the damage is caused by third party components not provided by Enphase and used with the Covered Products, (viii) caused by service performed by anyone who is not a representative of Enphase; (ix) 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 (x) if the 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.
- d. The Limited Warranty does not cover technical defects or shortcomings which do not materially influence, affect, 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.
- e. Covered Products are not intended for use as a primary or backup power source for life-support systems, other medical equipment, or for 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 any 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 any Covered Product in such circumstances.
- f. Enphase does not warrant that the operations of the Covered Product will be uninterrupted or error-free.
- g. No Enphase employee or authorized reseller is authorized to make any modification, extension, or addition to this Limited Warranty.

6. Severability. 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. 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 YOU 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.

9. 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.

10. 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.

11. Arbitration.

- a. ***Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires you (“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, you agree 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. 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 you 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 you. 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 (1) determine the scope and enforceability of this Arbitration Agreement, and (2) 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. 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.

12. Customer Support Contact Information:

United States and Canada:

Web page: <https://support.enphase.com/s/contact-us>

Phone number: (877) 797-4743

Puerto Rico:

Web page: <https://www4.enphase.com/es-lac/contact-support-es-lac>

Phone number: +1 (800) 821-1487

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