



Enphase Energy, Inc. Warranty – United Kingdom

This Warranty is effective for Covered Products (defined below) that are activated on or after October 28, 2024, *unless* a newer warranty has been posted which applies to your Covered Product's Warranty Start Date (defined below). Always check <https://enphase.com/warranty> for the correct warranty governing your Covered Product.

- Scope of the Warranty.** Subject to the terms of this 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 warranty period set forth below (each, a "**Warranty Period**"), provided that the Covered Product is installed and used in accordance with the Quick Install Guide and the Product Data Sheet (the "**Product Documentation**") and the Original Location is located within the following countries in the United Kingdom: Scotland, England, and Wales (the "**Territory**"). The Product Documentation can be found at <https://enphase.com/installers/resources/documentation/ev-chargers>.

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) the Covered Owner submits the Warranty claim to Enphase during the Warranty Period and within thirty (30) days of discovering such defect.

<u>Covered Product</u>	<u>Warranty Period</u>
IQ EV Charger with SKU: IQ-EVSE-UK-1032-0105-1300	5 years from the Activation Date (defined below).

For purposes of this Warranty, "**Activation Date**" means the date the Covered Product is activated at the Original Location via the Enphase Installer Portal.

If the Covered Product is not activated within thirty (30) days from the date of purchase, the Covered Product purchase date indicated in the Covered Owner's proof of purchase shall be used as the Warranty Start Date.

- Covered Owner.** For the purposes of this 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 and (b) the Transferee submits to Enphase a completed "Change of Ownership Form," which Enphase may modify from time to time in its sole discretion. The submission of a Change of Ownership Form is required in order for the Transferee to receive continued Warranty coverage on the transferred Covered Product. The Change of Ownership Form is available at <https://enphase.com/en-gb/warranty/uk>.
- Additional rights:** This Warranty gives the Covered Owner specific legal rights. This Warranty is in addition to, and does not affect, any rights the Covered Owner may have under consumer protection laws in the Territory as further described in Section 14 (Consumer Protection Rights), below.
- 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 Covered Product can be diagnosed remotely and that the Product can receive over-the-air firmware updates.

5. How to Obtain Warranty Service.

- a. To obtain warranty service for a Covered Product, the Covered Owner must (i) provide an original dated proof of purchase and (ii) comply with the Return Merchandise Authorization (RMA) Procedure available at <https://enphase.com/en-gb/warranty/uk>. 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. 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 (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.
- 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.
- d. 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.
- e. Once a returned Covered Product is received and inspected, Enphase will notify the 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 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.
- b. If Enphase repairs or replaces the Covered Product pursuant to this 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 Warranty will continue to apply to the repaired or replacement product for the remainder of the original Warranty Period or ninety (90) days from the date Covered Owner receives the repaired or replacement product, whichever is later.
- c. If Enphase issues a refund (rather than providing a repaired or replacement Covered Product), such refund will be processed and paid within two (2) weeks of Enphase's receipt of the Covered Product.

8. Warranty Limitations and Exclusions.

- a. This Warranty does not include any cost of labor 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 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.
 - c. This Warranty does not apply to, and Enphase will not be responsible for, any defect in or damage to 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 <https://enphase.com/installers/resources/documentation/ev-chargers>), 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) the Covered Product has not received "permission to operate" from the authorities having jurisdiction if such permission is required by law.
 - d. The 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 Warranty does not cover costs related to the removal, installation or troubleshooting of the Covered Owner's electrical systems.
 - e. The 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 Warranty. Enphase does not warrant that the operations of the Covered Product will be uninterrupted or error-free. Additionally, no Enphase employee or authorized reseller is authorized to make any modification, extension, or addition to this Warranty.
 - g. If any term of this 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 Warranty to a third party with the demonstrated expertise and requisite resources needed to effectively discharge the obligations hereunder.
10. **Disclaimer of Warranties.** THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ENPHASE AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE USAGE OF TRADE, OR OTHERWISE (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 WARRANTY.

THE GRANT OF THIS WARRANTY BY ENPHASE IS CONDITIONED UPON AGREEMENT BY

THE COVERED OWNER TO THE TERMS, CONDITIONS AND REQUIREMENTS HEREIN. THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSIONS ON THE DURATION OF AN IMPLIED WARRANTY OR FOR EXCLUSIONS OR LIMITATIONS ON LEGAL WARRANTIES. WHERE SUCH LAWS APPLY TO THE COVERED OWNER, SOME OR ALL OF THE EXCLUSIONS OR LIMITATION MAY NOT APPLY TO COVERED OWNER, AND SUCH COVERED OWNER MAY HAVE ADDITIONAL RIGHTS. THIS WARRANTY GIVES COVERED OWNER SPECIFIC LEGAL RIGHTS, AND COVERED OWNER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

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. 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.

12. Governing law. This Warranty shall be governed by and construed in accordance with the laws of England and Wales. 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. 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"). THE LAWS OF CERTAIN JURISDICTIONS DO NOT PERMIT THE USE OF MANDATORY ARBITRATION CLAUSES. WHERE SUCH LAWS APPLY TO THE COVERED OWNER, THIS ARBITRATION CLAUSE MAY NOT APPLY.***
- 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 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 <https://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 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 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.

14. 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.

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

Phone: +44 (0)1908 828928
Email: support_emea@enphaseenergy.com
Web page: <https://enphase.com/contact/support>

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