

Enphase Energy, Inc. Limited Warranty – South Africa

This Limited Warranty is effective for Covered Products (defined below) that are activated on or after March 15, 2024, *unless* a newer limited warranty has been posted which applies to your Covered Product's date of activation. Always check <https://enphase.com/warranty> for the correct limited warranty governing your Covered Product.

- Limited Warranty.** Subject to the terms of this Limited Warranty, Enphase Energy, Inc. ("**Enphase**") provides this Limited Warranty, which consists of both the "Workmanship Warranty" and with respect to the IQ Battery Product (defined below) the "Capacity Retention Warranty" (defined below), to the Covered Owner (defined below) that the product(s) listed below and installed for use at the original end user location in the **Republic of South Africa** (the "**Original Location**") (each a "**Covered Product**"), for the applicable 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 in South Africa (the "**Territory**"). All Warranty claims must be submitted to Enphase during the Warranty Period and within thirty (30) days from the discovery of the defect.

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, (b) to the extent permitted by the applicable laws of the Territory mentioned above, and (c) to the extent the exclusions in Section 8 do not apply.

<u>Covered Product</u>	<u>Limited Warranty Period</u>
Enphase IQ Battery FlexPhase (" IQ Battery Product ") with SKUs ** (defined below): IQBATTERY-5P-1P-ROW** IQBATTERY-5P-1P-INT** IQBATTERY-10Z-1P-ROW IQBATTERY-10Z-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 System Controller with SKU: SC100G-M230-ROW System Shutdown Switch with SKU: SC-INT-SSD-KIT	10 years from the Activation Date (<u>excluding</u> System Shutdown Switch, which has a Limited Warranty Period of 5 years from the Activation Date)
Mobile Connect with SKU: CELLMODEM-M1-06-AT-05 CELLMODEM-07-INT-05	5 years from the Activation Date

****IQBATTERY-5P-1P-ROW and IQBATTERY-5P-1P-INT are 5kWh expansion units, which must be commissioned at a site with at least one IQBATTERY-10Z-1P-ROW or IQBATTERY-10Z-1P-INT.**

For purposes of this Warranty, "**Activation Date**" means 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.

- The Limited Workmanship Warranty (the "**Workmanship Warranty**"). During the Warranty Period, the Covered Product will, under the use and conditions set out in the Quick Install Guide, (i) materially

conform to the Covered Product specifications set out in the Quick Install Guide and (ii) be free from defects in workmanship and materials. The Quick Install Guide and the Product data sheet (the “**Product Documentation**”) may be found at: <https://enphase.com/en-za/documentation>.

- b. **The Limited Capacity Retention Warranty (the “Capacity Retention Warranty”).** Additionally, the Covered IQ Battery Product will maintain the ability to store and discharge an energy capacity of at least (i) seventy percent (70%) of the Covered IQ Battery Product nameplate rating at the end of the tenth year of the Warranty Period and (ii) sixty percent (60%) of the Covered IQ Battery Product nameplate rating at the end of the fifteenth year of the Warranty Period, when the Covered IQ Battery Product is installed and used in accordance with the Product Documentation.
2. **Registration.** This Limited Warranty is also conditioned on the Covered Owner registering the Covered Product within forty-five (45) days from the date of first installation (the “**Registration**”) by either (a) registering on-line at www.enphase.com/register-my-product or (b) registering through the Enphase App.
3. **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,” (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 from the Covered Owner to the Transferee, and (d) if applicable, the Transferee complies with the Registration requirement in Section 3. 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 <https://support.enphase.com/s/article/How-do-I-transfer-ownership-of-an-Enphase-system>.
4. **Additional Rights.** This Warranty applies in addition to statutory rights available to consumers under South African consumer laws and expressly does not limit any statutory consumer rights.
5. **Continuous Connectivity.** In order for the Covered Products to function properly and for their ongoing servicing, the Covered Products must 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.
6. **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-za/warranty/south-africa> . 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 (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. 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 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.

- 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.

7. Remedies.

- a. During the applicable Limited 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.
- b. 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.
- 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.

8. Limited Warranty Limitations and Exclusions.

- a. This Warranty does not apply to any IQ Battery that is Activated after the "*Energize by*" date indicated on the battery or on the battery packaging.
- b. 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 Warranty Start Date or is not connected to the internet as described in the installation and user manual available via <https://enphase.com/en-za/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 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; or
 - (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.

9. **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.

10. **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 THE COVERED OWNER TO THE TERMS, CONDITIONS AND REQUIREMENTS HEREIN.

11. **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.
12. **Governing law.** This Limited Warranty shall be governed by the laws of the Republic of South Africa without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction.
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 Limited 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 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 (i) determine the scope and enforceability of this Arbitration Agreement, and (ii) 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, USA. 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 thirty (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. Customer Support:

Phone number: 087 550 2305 (SA toll free)
Web Page: <https://enphase.com/en-za/contact>

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