



Enphase Energy, Inc. Limited Warranty – South Africa

1. **Limited Warranty.** Subject to the terms of this Limited 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 in the Republic of South Africa (the "**Original Location**"), each a "**Covered Product**") will be free from defects in workmanship and materials for the applicable product warranty period set forth below (each, a "**Warranty Period**"). This Limited Warranty is valid only (1) when the Covered Products are sold to the Covered Owner by Enphase itself or by an Enphase-authorized reseller and (2) to the extent permitted by the applicable laws of the territories mentioned above.

<u>Covered Product(s)</u>	<u>Limited Warranty Period(s)</u>
IQ™7 series microinverters continuously connected to the internet through an Envoy product	25 years commencing on the earlier of (i) the date the Covered Product is registered with Enphase, or (ii) the date the Covered Product is activated* in Enphase's Enlighten™ system at the Original Location (such applicable date is referred to as the " Warranty Activation Date ").
Envoy-S Standard or Envoy-S Metered continuously connected to the internet through an Envoy product	5 years from the Warranty Activation Date.
Consumption CT continuously connected to the internet through an Envoy product	5 years from the Warranty Activation Date.

*A Covered Product is considered "activated" when the PV solar system has received "permission to operate" by authorities having jurisdiction.

2. Subject to Section 3, 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 (1) registering through Enphase's Enlighten™ application when an Envoy product is purchased and installed as part of the PV solar system; or 2) registering on-line at <https://www.enphase.com/en-za/warranty/south-africa>.
3. 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 (1) the Covered Product remains at the Original Location, (2) the Transferee submits to Enphase a completed "Change of Ownership Form," which Enphase may modify from time to time in its sole discretion (3) the Transferee pays the applicable transfer fee ("**Transfer Fee**") set forth in the Change of Ownership Form within 30 days from the date of transfer from the Covered Insider to the Transferee, and (4) the Transferee complies with the Registration requirement in Section 2. 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 at <http://www.enphase.com/southafrica>.

4. 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 <http://www.enphase.com/southafrica>. If Enphase instructs the Covered Owner to return the Covered Product to Enphase, the RMA Procedure allows Covered Owners to generate a prepaid mailing label for the return. If a Covered Owner returns a Covered Product to Enphase
(a) without an RMA from Enphase or (b) 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. We recommend that Covered Owners use a tracking service for their protection. As noted in the RMA procedure, 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 within 60 days of Enphase providing an RMA number to the Covered Owner, pursuant to the RMA Procedure, Enphase will invoice the Covered Owner, and the Covered Owner will pay, the current list price for the replacement product provided by Enphase.
- b. 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 Limited 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 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 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.
- c. 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.

5. Remedies.

- a. During the applicable Warranty Period, if Enphase confirms the existence of a defect that is covered by the Limited Warranty, Enphase will, at Enphase's option, either (1) repair or replace the Covered Product free of charge, or (2) 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 (i) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (ii) 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 a Covered Product, the Limited Warranty will continue on the repaired or replacement product until the later of (i) the end of the original Limited Warranty Period as set in the table above or (ii) 90 days from the date of receipt of the repaired or replacement product, as long as the repaired or replacement product is installed and (where the repaired or replacement product is a Microinverter) connected to the internet through an Envoy (as described in the Quick Installation Guide found at <https://www.enphase.com/en-za/warranty/south-africa> within 45 consecutive days from the date on which the Covered Owner receives the repaired or replacement product and remains continuously connected to the internet thereafter.
- c. If Enphase issues a refund (rather providing a repaired or replacement Covered Product), such refund will be processed and paid within 2 weeks of Enphase's receipt of the Covered Product.

6. Limited Warranty Limitations and Exclusions.

- a. This Limited Warranty does not include any cost of labor related to (1) un-installing Covered Product; (2) re-installing a repaired or replacement product, or (3) the removal, installation or troubleshooting of the Covered Owner's electrical systems.
- b. The Limited 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 the freight carrier.
- c. the 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.
- d. This Limited Warranty does not apply to, and Enphase will not be responsible for, any defect in or damage to any Covered Products: (1) that have been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (2) that have been improperly installed (i.e. not installed in accordance with the Quick Installation Guide), 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; (3) 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 www.enphase.com), including high input voltage from generators, rolling black outs or lightning strikes; (4) 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; (5) 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 (6) 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.
- e. The Limited 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.
- f. The Limited Warranty does not cover costs related to the removal, installation or troubleshooting of the Covered Owner's electrical systems.
- g. The Limited Warranty does not apply if the Covered Product is not registered with Enphase and (where the Covered Product is a Microinverter) connected to the internet through an Envoy (as described in the Installation and Operation Manual found at www.enphase.com) within 45 consecutive days following the Warranty Start Date and remains continuously connected to the internet thereafter;
- h. 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 Limited Warranty. Enphase does not warrant that the operations of the Covered Product will be uninterrupted or error-free. No Enphase employee or authorized reseller is authorized to make any modification, extension, or addition to this Limited Warranty. 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 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 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. THE LAWS OF CERTAIN JURISDICTIONS MAY CONFER GREATER OR ADDITIONAL RIGHTS ON THE COVERED OWNER, INCLUDING, BUT NOT LIMITED TO, PROHIBITING LIMITATIONS ON THE DURATION OF A WARRANTY OR PROHIBITING THE EXCLUSION OF CERTAIN STATUTORY 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 LIMITED WARRANTY GIVES COVERED OWNER SPECIFIC LEGAL RIGHTS, AND COVERED OWNER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

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 COVERED OWNER AND COVERED OWNER MAY HAVE ADDITIONAL RIGHTS.

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, except in cases where, and to the extent required, the laws of a particular jurisdiction in which the Covered Owner resides require that the laws of such jurisdiction apply, in which case the laws of such jurisdiction will apply.

11. 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 (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, 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 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 (a) 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 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.