

This Limited Warranty is expressly granted on condition that the Covered Owner, or the permitted Beneficiary (defined below) has accepted and agreed to the terms, conditions and requirements contained in this Limited Warranty.

- 1. Provider; Territory.** The provider of this Limited Warranty is Enphase Energy, Inc., 47281 Bayside Parkway Fremont, CA 94538 United States (“**Enphase**”). Enphase provides this Limited Warranty to Covered Owners (defined below) in **Mexico** (the “**Territory**”).
- 2. Limited Warranty.** This Limited Warranty is effective for Covered Products (defined below) that are activated on or after July 1, 2023, unless a newer limited warranty is subsequently posted which applies to the Covered Product’s Activation Date (defined below). Check <https://enphase.com/es-mx/warranty/mexico> for the correct warranty governing your Covered Product. Please print out this Limited Warranty and keep a copy for your records. Please contact Customer Support with any questions. Subject to the terms of this Limited Warranty, Enphase warrants to the Covered Owner (defined below) that the products listed in the table below and installed for use at the original end user location in the Territory (the “**Original Location**”) (each a “**Covered Product**”), will be free from defects in workmanship and materials (“**Workmanship Warranty**”) for the applicable warranty period set forth below (each, a “**Warranty Period**”). If the Covered Product is defective or malfunctioning during the Warranty Period, the Covered Owner can obtain service under this Limited Warranty by following the procedure as outlined below.

This Limited Warranty is valid only when the Covered Products are sold by Enphase itself or by an Enphase-authorized reseller.

Products	Warranty Period
Enphase IQ Battery 3T/10T (“IQ Battery 3T/10T Product”) with SKUs: ENCHARGE-3T-1P-INT ENCHARGE-10T-1P-INT	The 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.
Enphase IQ Battery 3/10 (“IQ Battery 3/10 Product”) with SKUs: ENCHARGE-3-1P-NA ENCHARGE-10-1P-NA	The Warranty Period begins on the Activation Date (defined below) and ends on the earlier of (a) 10 years from the Activation Date or (b) 4,000 discharged cycles or (c) 2.8MWh AC energy throughput per kWh of rated capacity.
IQ System Controller with SKUs: EP200G101-M240US00 EP200G101-M240US01 EP200G-SC2-RSD-KIT	10 years from the Activation Date
IQ Combiner with SKUs: X-IQ-AM1-240-4 X-IQ-AM1-240-4C	5 years from the Activation Date
IQ Gateway with SKUs: ENV-IQ-AM1-240 ENV-S-AM1-120 ENV-IQ-AM3-3P ENV-S-AB1-120-A	5 years from the Activation Date
Mobile Connect with SKUs: CELLMODEM-M1-06-SP-05 CELLMODEM-M1-06-AT-05	5 years from the Activation Date
Current Transformers with SKUs: CT-200-SPLIT CT-200-SOLID CT-200-CLAMP CT-400-SOLID	5 years from the Activation Date
Communications Kit with SKU: COMMS-KIT-01	5 years from the Activation Date
Range Extender with SKU: COMMS-24-EXT-01	5 years from the Activation Date

- 3. Activation Date.** As used in this Limited Warranty, “**Activation Date**” means the following:

- a. For a Covered Product that is an IQ Battery Product (each a “Covered IQ Battery Product”) only: The earlier of (i) the “Energize by” date indicated on the IQ Battery Product packaging or (ii) the date the IQ Battery Product is activated at the Original Location via the Enphase Installer Portal and the Covered Owner has received “permission to operate” the Covered Product by the authorities having jurisdiction.
 - b. For all other Covered Products: 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” the Covered Product by the authorities having jurisdiction.
- 4. Additional Warranties for Covered IQ Battery Products (the “Capacity Warranty”).** During the Warranty Period, (a) the IQ Battery 3T/10T Products that are Covered IQ Battery Product will maintain the ability to store and discharge an energy capacity of at least sixty percent (60%) of the IQ Battery 3T/10T Product nameplate rating when installed and used in accordance with the Quick Install Guide and the Product data sheet (the “**Product Documentation**”) and (b) the IQ Battery 3/10 Products that are Covered IQ Battery Product will maintain the ability to store and discharge an energy capacity of at least seventy percent (70%) of the IQ Battery 3/10 Product nameplate rating when installed and used in accordance with the Product Documentation. The Product Documentation can be found at <https://enphase.com/es-mx/installers/resources/documentation>.
- 5. Additional Rights.** This Limited Warranty applies in addition to statutory rights available to consumers under the Federal Law on Consumer Protection, its Regulation and the general provisions deriving thereunder. It explicitly does not limit any statutory consumer rights.
- 6. 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.
- 7. Warranty Recipient.** For the purposes of this Limited Warranty, the “**Covered Owner**” shall mean the person or entity that purchases and installs (or has installed) the Covered Product from Enphase or an Enphase-authorized reseller at the Original Location. In addition, Covered Owner shall include subsequent transferees (each, a “**Beneficiary**”) as long as (a) the Covered Product remains at the Original Location, and (b) the Beneficiary submits to Enphase a “Change of Ownership Form.” The submission of a Change of Ownership Form is required for continued Limited Warranty coverage. The Change of Ownership Form is available at https://www4.enphase.com/es-es/support/c%C3%B3mo-transfiero-la-propiedad-de-un-sistema-enphase?_ga=2.51361962.203661811.1686073392-1721723487.1685547973.
- 8. How to Obtain Warranty Service.**
- a. To obtain warranty service, the Covered Owner must contact Enphase Customer Service to request a Return Merchandise Authorization (RMA) and further instructions. The Covered Owner may contact Enphase Customer Service e.g., at the contact information in Section 20 (Customer Support Contact Information) below.
 - b. Covered Owner may not return a product to Enphase unless they have received an RMA from Enphase.
 - c. The Covered Owner must comply with the Return Merchandise Authorization (RMA) Procedure available at <https://enphase.com/sites/default/files/2021-10/RMA-Mexico-v4-002.pdf>. Enphase will remotely diagnose the issue with the Covered Product and, if Enphase is able to confirm that the product is eligible for this Limited Warranty, and that a defect exists in the Covered Product, Enphase will provide the Covered Owner a pre-paid shipping label for the return of the defective product. Enphase will not cover shipping costs if the Covered Product does not fall within the scope of this Limited Warranty. 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 packaging providing equivalent protection during shipment.
 - d. If Enphase provides the Covered Owner a replacement product under this Limited Warranty, Covered Owner hereby acknowledges that ownership of the defective Covered Product is transferred to Enphase.
- 9. Remedies.**
- a. During the applicable Warranty Period, if Enphase confirms the existence of a defect that is covered by the Workmanship Warranty or by the Capacity 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 (A) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (B) 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, (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 Warranty Period or ninety (90) days from the date Covered Owner receives the repaired or replacement product, whichever is later.

10. 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 apply to, and Enphase will not be responsible for, any defect in or damage to any products:
 - i. that have been misused, abused, 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, installation or use in an unsuitable environment, or installation or use in a manner contrary to the Product Documentation, 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 maximum or minimum limits listed in the applicable Product Documentation, 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;
 - v. that have been damaged by service performed by anyone who is not a representative of Enphase;
 - vi. 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);
 - vii. 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; or
 - viii. if the Covered Product is not using the most up-to-date firmware made available by Enphase and the applicable defect could have been avoided if such firmware were being used.
- c. This 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. The Limited Warranty does not cover cosmetic, technical or design defects, or shortcomings which do not materially influence or affect energy storage or degrade form, fit, or function of the Covered Products; noise or vibrations that are not excessive or uncharacteristic and do not impact the Covered Product's performance; 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. 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.
- f. No Enphase employee or authorized reseller is authorized to make any modification, extension, or addition to this Limited Warranty.
- g. Covered Products are 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 Products. 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.

11. Transfer to Third Parties. Enphase expressly reserves the right to transfer 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.

12. Disclaimer of Warranties. Enphase does not grant any further rights, remedies or claims under this Limited Warranty, and any further rights and claims, whether express or implied, statutory or otherwise (including warranties and conditions of merchantability and fitness for a particular purpose) shall be excluded.

13. Limitation of Liability.

- a. Nothing in this Limited Warranty excludes or limits the liability of Enphase for wilful misconduct or gross negligence, infringement of main contractual obligations, based on product liability laws or for death or personal injury directly attributable to Enphase.
- b. Enphase's liability will be limited to the direct damages which are effectively caused and demonstrated.
- c. Enphase shall not be liable for any (i) indirect or consequential damages, losses, costs, or expenses however arising nor (ii) economic losses of any kind, nor business losses, such as loss of profits, loss of sales, business interruption, or loss of business opportunities.
- d. Nothing in this Limited Warranty constitutes a limitation or exclusion of liability for Enphase that cannot be limited or excluded under applicable law.

14. No Other Rights. This Limited Warranty is the sole and exclusive warranty given by Enphase and the rights and remedies set out in this Limited Warranty, including claims for damages according to Section 15 (Further Rights of Covered Owner), are the exclusive rights, remedies and claims under this Limited Warranty. However, additional rights under Section 5 (Additional Rights) shall remain unaffected.

15. Reserved.

16. Governing Law. This Limited Warranty shall be governed by the federal laws of the United Mexican States ("Mexico"), without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction.

17. Jurisdiction. Each party is subject to the jurisdiction of the courts of Mexico City, Mexico, for any issue arising from this Limited Warranty.

18. Enforceability. 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.

19. Consumer Dispute Resolution. Pursuant to the Federal Consumers Protection Law, its Regulation and other applicable legal provisions, the Covered Owner may file a claim with regards to the Covered Products or the Enphase Warranty services before the Consumers Protection Office (*Procuraduría Federal de Protección al Consumidor*).

In the event that the claim is accepted, the parties may request a conciliation process or, as the case may be, an arbitral process pursuant to the applicable legislation set forth in this Section 19.

The existence, content and result of the arbitral process and the conciliation process will be confidential for all the parties.

20. Customer Support Contact Information.

Phone number: +1 (707) 774-7020

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

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