



## Limited Warranty for Panasonic's Modules HIT® - AC Modules -

Updated: 5/2/2020

**1. Covered Products.** Panasonic offers this Limited Warranty for Panasonic's Modules HIT® comprised of: (a) a limited warranty applicable to each part of the Panasonic AC photovoltaic modules (hereinafter, "**Module**") which are assembled together with the microinverter (hereinafter, "**Micro Inverter**") manufactured by Enphase Energy, Inc. (hereinafter "**Enphase**") under the **VBHNxxxSA17E** and **VBHNxxxKA03E** model number series (xxx = rated power) and sold by PANASONIC LIFE SOLUTIONS COMPANY OF AMERICA, Division of Panasonic Corporation of North America, a Delaware Corporation ("**Panasonic USA**"), or any of its affiliated companies, divisions or units; (b) the Enphase Micro Inverter limited warranty attached to this Panasonic warranty statement; and (c) a power output limited warranty.

This warranty is transferable to any owner of the original installation location or any subsequent title holder (each an "**Owner**") of the Module and Micro Inverter (collectively, the "**PV Product**"), so long as the PV Product remains installed at the original installation location, and upon satisfactory proof of succession or assignment.

### Authorized Installers

Panasonic USA operates a program through which it designates, at its discretion, certain companies as Panasonic USA-authorized installers if such companies comply with certain conditions (each an "**Authorized Installer**"). This Limited Warranty provides certain extended warranty coverage where indicated below for Authorized Installers, including necessary and reasonable labor costs for the installation, removal, or reinstallation of products in certain circumstances as described herein.

Authorized Installers may be located at: [www.hitsolarinstallerlocator.com](http://www.hitsolarinstallerlocator.com).

## **2. What Is Covered?**

### **2-1. Module Product Workmanship Limited Warranty**

Panasonic USA warrants the Module to be free from defects in materials and product workmanship under normal application, installation, use, and service conditions for a period ending fifteen (15) years from the Warranty Start Date or twenty-five (25) years from Warranty Start Date if installation has been registered within 60 days of the Warranty Start Date through our web portal: [www.panasonicusahitwarranty.com](http://www.panasonicusahitwarranty.com). "**Warranty Start Date**" is the earlier of (i) the date of PV Product interconnection to the grid, and (ii) 6 months following the date of PV Product delivery to the original Owner. If the delivery date cannot be verified, the manufacturing date will be used in its place. If the Module fails to conform to this warranty, as determined by Panasonic USA in its sole and absolute discretion, Panasonic USA will provide one of the Limited Warranty Remedies described under Section 3 below.

This Product Workmanship Limited Warranty does not warrant a specific power output. The Power Output Limited Warranty covers that topic in Section 2-3 below.

### **2-2. Micro Inverter Product Workmanship Limited Warranty**

Enphase will be solely responsible for providing the twenty-five (25) year limited warranty applicable to the Micro Inverter in accordance with terms and conditions set forth in the Enphase Limited Warranty attached hereto as **Appendix A** (the "**Enphase Warranty**"). Panasonic USA is not responsible and shall not be held liable for claims under the Enphase Warranty.

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*Authorized Installer Benefit:* In addition to the Enphase Warranty remedies, Panasonic USA will cover necessary and reasonable shipment and labor costs (at Panasonic USA's then-current pre-approved rates as communicated to Authorized Installers, hereinafter the "**Approved Rates**") associated with the installation, removal or reinstallation associated with any eligible claim under the Enphase Warranty for any such Micro Inverter that qualifies as a "Covered Product" (as defined in the Enphase Warranty).

**2-3. Power Output Limited Warranty.** Panasonic USA warrants the power output of the PV Product will be no less than 97% of the designated DC Maximum Power (Pmax) stated in the product data sheet for the first year from the original Owner's date of purchase of the PV Product and the power output degradation will be no more than 0.26% per year for the following 24 years, so that, at the end of the 25<sup>th</sup> year, the power output will be at least 90.76% of Pmax. The power output values under this Power Output Limited Warranty shall be those measured under Panasonic USA's Standard Test Conditions (STC) as follows: (a) Irradiance 1000 W/m<sup>2</sup>, (b) Cell Temperature of 25°C, and (c) Air Mass of 1.5g.

If the original Owner or subsequent title holder of the PV Product submits a timely and eligible claim under this Power Output Limited Warranty, Panasonic USA or its designated representative may conduct measurements, including under STC to determine the actual power output of the PV Product. Should Panasonic USA decide to conduct measurements, Panasonic USA's measurement shall be the sole determination for purposes of warranty settlement. If Panasonic USA measures power output levels under the warranted output levels set out above, taking into account a ±3% measurement tolerance range, and such power loss is the result of a product defect, as determined by Panasonic USA in its sole and absolute discretion, Panasonic USA will provide one of the remedies set forth in Section 3 below.

### **3. Module Limited Warranty Remedies**

**3-1.** If the Owner submits a timely and eligible claim under the Module Product Workmanship Limited Warranty or the Power Output Limited Warranty set forth above, Panasonic USA will provide one of the following remedies in its sole discretion: (1) an additional new or refurbished Module, (2) repair and replace the Module, or (3) a provide a refund to Owner in limited circumstances only in accordance with Section 3-2 below.

*Authorized Installer Benefit:* Panasonic USA will cover necessary and reasonable shipment and labor costs , in accordance with the Approved Rates, associated with the installation, removal or reinstallation of a Module ONLY for PV Products installed by an Authorized Installer and registered within 60 days after the Warranty Start Date through the Panasonic registration website: [www.panasonicusahitwarranty.com](http://www.panasonicusahitwarranty.com).

**3-2.** Panasonic USA will refund the Owner the original Module purchase price. Any refund may be pro-rated by the number of months from the date of original purchase by the original Owner and/or may be calculated based on the difference between actual power output (Module measured under STC) and minimal guaranteed output.

### **4. Limited Remedy Conditions.**

When Panasonic provides any of the Module Limited Warranty Remedies in Section 3 above, the following conditions apply:

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- a. The warranty remedy will extend only to claims received before the end of the warranty period.
- b. The original warranty period remains in effect and will not be extended, nor will a new warranty period begin, upon repair, replacement, addition, or prorated refund of the defective Module.
- c. The purchase date of original Module shall determine the start of the warranty period in the event Panasonic USA repairs, replaces, adds to, or prorates a refund for the defective Module.
- d. Remedy options may not be combined. Only one remedy option will be employed at Panasonic USA's sole discretion.
- e. The warranty remedy is applicable to the Module only and does not apply to any other system components, including but not limited to the Micro Inverters or parts.
- f. When the Module is the subject of third-party financing, any applicable refund will be paid to the title-holder of the Module.
- g. Module removal, packaging, transportation, reinstallation, and related costs and fees are excluded from these limited warranties UNLESS the solar system has been installed by an Authorized Installer and registered within 60 days after installation through the Panasonic registration website: [www.panasonicusahitwarranty.com](http://www.panasonicusahitwarranty.com).
- h. A Module that is removed by Panasonic USA shall become the property of Panasonic USA. Panasonic USA reserves the right, at its sole option, to deliver another type of new or refurbished product that may differ in size, color, shape, model number, and/or power level.
- i. To qualify for any Authorized Installer Benefits relating to coverage of necessary and reasonable shipment and labor costs associated with an Owner's in-warranty claim, Authorized Installers must obtain approval in writing from an authorized Panasonic USA representative and agree to handle such claim at the then-current Approved Rates.

## **5. Exclusions**

The warranties and remedies above are void and do not apply under the following circumstances:

- a. Products sold and/or installed outside the United States, except that any Modules sold and/or installed in any of the U.S.A. territories located in the Pacific Ocean (including American Samoa, Saipan, Guam), or in all island nations and territories located in the Caribbean Sea, except Cuba, are covered by the warranties above.
- b. Expiration of warranty, no registration, no evidence of purchase, or no proof of installation by a qualified licensed solar or electrical contractor.
- c. Altered, removed, or illegible Module serial number(s).
- d. Any Module repaired by anyone other than Panasonic USA.
- e. Cosmetic variations, stains or scratches that do not affect power output.
- f. Marine, recreation vehicle, or mobile installations of any kind. Multi-axis tracking systems are not considered mobile installations.
- g. Improper applications, such as, but not limited to, use with mirrors, concentrated sunlight, and contact with solar thermal systems.
- h. Damage due to lack of compliance with the General Installation Manual, national or local codes, such as the National Electric Code, or any Authority Having Jurisdiction.
- i. Damage or corrosion resulting from environmental pollution such as soot, chemical vapors, acid rain, direct contact with salt water such as ocean spray, immersion in water, whether caused by flooding or otherwise, and any type of mold.

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- j. Damage from sound, vibration, rust, scratches, or discoloration that is the result of normal wear and tear, aging or continuous use.
- k. Damage caused by inadequate or improper usage, alteration, installation, wiring, handling, removal, maintenance, storage, packaging, transportation.
- l. Claims made more than one year from the date the alleged power output degradation, or product workmanship defect, reasonably should have been discovered.
- m. Damage caused by abuse, neglect, vandalism, accident, animals or insects, or external stress, such as, but not limited to, stepping on Module, impacts from falling objects such as tools, golf balls, rocks, hailstones, or other debris.
- n. Damage from non-compatibility with, or defects in, system-related parts and components.
- o. Damage from extreme natural conditions such as earthquakes, typhoons, tornados, volcanic activity, tsunami, lightning, heavy snow or ice, fire, or other unforeseen circumstances.
- p. Damage to the backsheet such as, but not limited to, cuts, scrapes, scratches, punctures, penetrations, or wear and tear, from objects such as, screws, bolts, nails, tools, system or structural components, sharp edges, constant rubbing, tree branches, etc.
- q. Damage from terrorist acts, riots, war, power surges, power failures, or other man-made disasters.
- r. Any extended warranty coverage, remedies, or "Authorized Installer Benefits" set forth herein relating to use of Authorized Installers do not constitute any warranty or guarantee covering, and Panasonic USA expressly disclaims any responsibility for, any Authorized Installer services. If any Owner has a claim relating to Authorized Installer services, whether arising out of breach of contract, tort, or otherwise, the Authorized Installer shall bear sole and absolute responsibility to the Owner for any such claims.

**6. LIMITATION OF LIABILITY.**

THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE MODULE OR MICRO INVERTER. TO THE EXTENT ALLOWED BY LAW, PANASONIC USA HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON PANASONIC USA'S PART, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED IN WRITING BY PANASONIC USA. TO THE EXTENT THAT LAW PROHIBITS A DISCLAIMER OF ANY SUCH WARRANTIES, PANASONIC USA HEREBY LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY. PANASONIC USA SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PV PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PV PRODUCT, OR FROM USE OR INSTALLATION. IN NO EVENT SHALL PANASONIC USA BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, WORK STOPPAGE, PV PRODUCT(S) FAILURE, IMPAIRMENT OF OTHER GOODS, INJURY TO PERSONS OR PROPERTY ARISING OUT OF OR RELATED TO THE PV PRODUCT(S). PANASONIC USA'S TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE PV PRODUCT OR SERVICE(S) FURNISHED WHICH IS THE SUBJECT OF CLAIM OR DISPUTE.

THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY IN SOME STATES THAT DO NOT ALLOW THE EXCLUSION OF CERTAIN TYPES OF DAMAGES.

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**7. Obtaining Warranty Performance.**

Enphase is Panasonic's representative for performance of duties under this warranty. Owners who believe they have a justified claim covered by this Limited Warranty must first immediately notify the authorized Enphase representative and follow the warranty procedures described in the section entitled "How To Obtain Warranty Service" in the Enphase Limited Warranty attached hereto. You may also contact Enphase as follows:

Enphase Energy, Inc. 1420 N. McDowell Blvd Petaluma, CA 94954

Phone: (877) 797-4743

<http://www.enphase.com/warranty>.

**8. Severability.**

If a part, provision or clause of this Limited Warranty, or its application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this Limited Warranty and all other parts, provisions, clauses or applications shall remain, and, to this end, such other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.

**9. Disputes.**

The Owner may bring no action, regardless of form, arising out of or in any way connected with this Limited Warranty, more than one (1) year after the earlier of (a) the date the Owner is aware, or, with reasonable diligence, should have been aware, of a defect of power loss in excess of the warranty minimum output and (b) the date of the first claim by the Owner under this Limited Warranty.

The parties shall resolve any dispute or claim relating in any way to Module or Micro Inverter coverage under this Limited Warranty by following the step-by-step procedures described under Section 13 (Arbitration) in the attached Enphase Limited Warranty with the understanding that "Covered Product" (as that term is used therein) includes the Modules. The alternative dispute resolution mechanism described in the Enphase Limited Warranty includes participation in alternative dispute resolution (ADR) with Judicial Arbitration and Mediation Services (JAMS) for a neutral third-party arbitrator.

**10. Force Majeure.**

Panasonic USA shall not be held responsible or liable to the Owner or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, unavailability of suitable and sufficient labor, material, die, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or conditions which is not reasonably known or understood at the time of the sale of the Module or the claim.



## Enphase Energy, Inc. Limited Warranty – United States, United States Territories, and Canada

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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) covered by this Limited Warranty 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 product warranty period set forth below (each, a "**Warranty Period**"), provided that the Original Location is located within the following territories: United States, United States territories (including Puerto Rico, Northern Mariana Islands, U.S. Virgin Islands, American Samoa, and Guam), and Canada. This Limited Warranty is valid only when the Covered Products are sold by Enphase itself or by an authorized reseller and is valid to the extent permitted by the applicable laws of the jurisdictions mentioned above.

<u>Covered Product(s)</u>	<u>Limited Warranty Period(s)</u>
IQ™7-series microinverters or IQ6-series microinverters	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 " <b>Warranty Activation Date</b> ").
IQ Envoy, IQ Combiner 3, IQ Combiner+, IQ Combiner, IQ Commercial Envoy, Envoy-S Standard, Envoy-S Metered, or AC Combiner Box	5 years from the Warranty Activation Date.
Q Aggregator, Q Commercial Aggregator, Mobile Connect or Consumption CT	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) completing and returning the registration card (found at the end of this Limited Warranty) to the address set forth in this Section 2; 2) registering on-line at [www.enphase.com/register-my-product](http://www.enphase.com/register-my-product); or 3) registration through Enphase's Enlighten™ application when an Envoy product is purchased and installed as part of the PV solar system.

**Return Registration Card to:**

Enphase Energy, Inc.  
 Attn: Product Registration NA  
 Customer Service  
 3210 Elder St, Boise, ID 83705  
 United States of America

3. IF THE COVERED OWNER IS A RESIDENT OF CALIFORNIA, CONNECTICUT, OR ANY OTHER STATE THAT FORBIDS THE RETURN OF A REGISTRATION CARD AS A CONDITION PRECEDENT TO WARRANTY COVERAGE, THEN THE REGISTRATION REQUIREMENTS DESCRIBED IN SECTION 2 ABOVE SHALL NOT APPLY.
4. 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 authorized Enphase reseller 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 "Change of Ownership Form," (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 to the Transferee, and (4) if applicable, the Transferee complies with the Registration requirement in Section 2. The submission of a Change of Ownership Form is required for continued Limited Warranty coverage. 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 <https://enphase.com/en-us/support/how-to-transfer-ownership>.
5. In addition to the exclusions in Section 8, 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.
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 Procedure available at <https://enphase.com/en-us/support/return-merchandise-authorization-procedure>. 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.
  - b. By returning a Covered Product, you hereby acknowledge 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 you (or to the installer authorized by you to replace the Covered Product) at the Original Location. Any Covered Product returned to Enphase that Enphase determines is not defective, 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 return is received and inspected, Enphase will notify Covered Owner (or the installer authorized by you to replace the Covered Product) that Enphase has received the returned Covered Product. If Covered Owner elects to receive a refund (rather than receive a repaired or replacement Covered Product), such refund will be processed and paid within 2 weeks of Enphase's receipt of the Covered Product.
7. **Remedies.**
  - a. During the applicable Warranty Period, if Enphase establishes the existence of a defect that is covered by the Limited Warranty, Enphase will, at Covered Owner's option, either (1) repair or replace the Covered Product free of charge, or (2) issue a refund for the Covered Product to the Covered Owner in an amount up to its actual value at the time the Covered

## APPENDIX A. Enphase Limited Product Warranty

Owner notifies Enphase of the defect. In the event of a defect, to the extent permitted by law, these are the Covered Owner's sole and exclusive remedies.

- b. If Covered Owner elects to repair or replace the Covered Product, Enphase will, at its option, use new and/or reconditioned parts or products of original or improved design. If Enphase repairs or replaces a Covered Product, 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.

### 8. 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, shipping damage or any other damage caused by mishandling of products by the freight carrier.
  - c. This Limited Warranty does not apply to, and Enphase will not be responsible for, any defect in or damage to any products: (1) that have been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (2) that have been improperly installed, operated, handled or used, including use under conditions for which the product was not designed, used in an unsuitable environment, or used 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 maximum or minimum limits listed in the applicable Covered Product Data Sheet (as published online at [www.enphase.com](http://www.enphase.com)), including high input voltage from generators or lightning strikes; (4) that have been subjected to damage caused by defects in unauthorized third party components 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 Microinverter has been altered, and such alteration causes the product to malfunction, fail, or fail to optimally perform.
  - d. 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. The Limited Warranty does not cover costs related to the removal, installation or troubleshooting of the Covered Owner's electrical systems.
  - 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. 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.
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.

THE 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. 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.

#### 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.

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.

12. **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.

#### 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").***
- 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](http://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 that 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](mailto: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.

## APPENDIX A. Enphase Limited Product Warranty

- h. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Enphase.