

Limited Warranty for Panasonic's Modules HIT®

AC Modules -

1. Scope of Limited Warranty Coverage: This warranty applies to the Panasonic-manufactured parts of the AC modules (hereinafter, "Product") which are assembled together with the Micro Inverter (hereinafter, "Micro Inverter") provided by Enphase Energy, Inc. (hereinafter "Enphase") with model numbers VBHNxxxSA17E series (xxx = rated power) and sold by PANASONIC ECO SOLUTIONS NORTH AMERICA, Division of Panasonic Corporation of North America, a Delaware Corporation, or any of its affiliated companies, divisions or units (hereinafter, "PANASONIC") and is extended to the original end-user purchaser, and when the Product remains at its original installed location, is transferable to any subsequent owner of the location, or subsequent title holder of the Product upon satisfactory proof of succession or assignment (all such persons hereinafter referred to as, "Customer").

2. Limited Product Workmanship Warranty.

2-1. For Panasonic AC module(s)

PANASONIC warrants the Product 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 date of Warranty Start Date or twenty-five (25) years from Warranty Start Date if installation has been registered within 60 days of purchase through our web portal: https://na.panasonic.com/us/form/product-registration-solar-form. "Warranty Start Date" is the earlier of (i) date of system interconnection and (ii) 6 months following the date of product delivery to End Customer. If the delivery date cannot be verified, manufacturing date will be used in its place. If the Product fails to conform to this warranty, as determined by PANASONIC in its sole and absolute discretion, PANASONIC will employ one of the following Limited Warranty Remedies as set forth under Section 4 below. This fifteen (15) years or enhanced twenty-five (25) years Limited Product Workmanship Warranty does not warrant a specific power output, which shall be exclusively covered under Section 3 below. Claims must accompany evidence of the Product purchase date by the Customer. The return of any Product will not be accepted by PANASONIC unless accompanied by a valid return material authorization and prior written authorization issued by PANASONIC.

2-2. For Micro Inverter (s)

Enphase will be solely responsible for providing the twenty-five (25) year Limited Product Warranty for Micro Inverter(s) in accordance with terms and conditions set forth in the Enphase Limited Product Warranty attached hereto as Appendix A. PANASONIC provides no warranty related to the Micro Inverters.

3. Limited Power Output Warranty. PANASONIC warrants the power output of the photovoltaic module will be no less than 97% of the designated Maximum Power (Pmax) stated in the product data sheet for the first year from date of purchase of the Product by the Customer 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 25th year, the power output of the photovoltaic module will be at least 90.76% of Pmax. The power output values under this Limited Power Output Warranty shall be those measured under PANASONIC'S Standard Test Conditions (STC) as follows: (a) Irradiance 1000 W/m2, (b) Cell Temperature of 25°C, and (c) Air Mass of 1.5g.

Upon receipt of a Power Output warranty claim, PANASONIC or its designated representative shall conduct measurements under STC to determine the actual power output of the Product. PANASONIC's measurement shall be the sole determination for purposes of warranty settlement. If PANASONIC 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 in its sole and absolute discretion, PANASONIC will supplement the power output deficiency using one of the following Limited Warranty Remedies as set forth under Section 4 below.

- 4. Limited Warranty Remedies. Panasonic, at is sole discretion, will take one of following remedies
 - a. PANASONIC will repair or replace the Product with new or refurbished AC Module
 - b. PANASONIC will provide additional new or refurbished Product to restore deficient output;
 - c. PANASONIC will refund the Customer the original Product purchase price. Any refund may be pro-rated by the number of months from the date of original purchase by the Customer and/or may be calculated based on the difference between actual power output (Product measured under STC) and minimal guaranteed output;
- 5. Limited Remedy Conditions. When one of the Limited Warranty Remedies is employed, the following conditions will apply:
 - 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 Product.
 - c. The purchase date of original Product shall determine the start of the warranty period in the event PANASONIC repairs, replaces, adds to, or prorates a refund for the defective Product.
 - d. Remedy options may not be combined. Only one remedy option will be employed at PANASONIC's sole discretion.
 - e. The warranty remedy is applicable to the AC Module only and does not apply to any other system components, including but not limited to the Micro Inverters or parts.
 - f. When Product is the subject of third party financing, any applicable refund will be paid to the title-holder of the Product.
 - g. Product removal, packaging, transportation, reinstallation, and related costs and fees are excluded from these limited warranties.
 - h. Product that is replaced by PANASONIC shall become the property of PANASONIC. PANASONIC 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.
- 6. Limited Warranty Exclusions. The warranties above in Sections 2 and 3 are void and do not apply under the following:
 - a. Products sold and/or installed outside the United States; provided, however, that any Products sold and/or installed in any of the American territories located in the Pacific Ocean (including American Samoa, Saipan, Guam), or in any island nation and territory located in the Caribbean Sea, except Cuba, are covered by the warranties in Sections 2 and 3 above.
 - b. Expiration of warranty, no registration, no evidence of purchase, or no proof of installation by a qualified licensed solar or electrical



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contractor

- c. Altered, removed, or illegible Product serial number(s).
- d. Any Product repaired by anyone other than PANASONIC.
- e. Cosmetic variations, stains or scratches that do not affect power output.
- f. Marine (e.g. boats), 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.
- 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.
- 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.
- 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 Product, 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.
- 7. Limitation of Warranty. THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT. PANASONIC HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES. EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON PANASONIC'S PART, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY PANASONIC. PANASONIC 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 WHATSOVER ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PRODUCT, OR FROM USE OR INSTALLATION. IN NO EVENT SHALL PANASONIC BE LIABLE FOR INCIDENTAL, CONSQUENTIAL 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, MODULE(S) FAILURE, IMPAIRMENT OF OTHER GOODS, COSTS OF REMOVAL AND REINSTALLATION OF THE MODULE(S), INJURY TO PERSONS OR PROPERTY ARISING OUT OF OR RELATED TO THE MODULE(S). PANASONIC'S TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE 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. THE LIMITATIONS ON IMPLIED WARRANTIES DO NOT APPLY TO ANY PURCHASE OF PRODUCTS MADE FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.
- 8. Obtaining Warranty Performance. Customers who believe they have a justified claim covered by this Limited Warranty must first immediately notify the authorized Enphase representative, or contact Enphase directly by writing to:

Enphase Energy, Inc. 47281 Bayside Parkway Fremont CA 94538 Phone: (877) 797-4743

Customers may also contact Enphase via its website as follows,

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

- 9. 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.
- 10. Disputes. The Customer 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 date the Customer receives notice of PANASONIC's final decision on the Customer's warranty claim. THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS; CUSTOMERS MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.
- 11. Force Majeure. PANASONIC shall not be held responsible or liable to the Customer 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 Product or the claim.



APPENDIX A. Enphase Limited Product Warranty



Enphase Energy Limited Warranty – United States, United States Territories, and Canada

This Enphase Energy, Inc. ("Enphase") limited warranty ("Limited Warranty") covers defects in workmanship and materials of the following Enphase products for the applicable warranty periods (each a "Warranty Period") set out below:

- IQ7, IQ7 Plus, IQ7X, IQ6, IQ6 Plus, M215/250, S230/280 Microinverter: 25 years commencing on the earlier of (i) 4 months from the date the product is shipped from Enphase and (ii) the installation of the product at the original end-user location ("Original Location").
- <u>C250 Microinverter</u>: 10 or 20 years (dependent upon product SKU) commencing on the earlier of (i) 4 months from the date the product is shipped from Enphase and (ii) the installation of the product at the Original Location.
- Envoy: 2 years commencing on the earlier of (i) 4 months from the date the product is shipped from Enphase and (ii) the installation of the product at the Original Location.
- IQ Envoy, IQ Combiner 3, IQ Combiner+, IQ Combiner, IQ Commercial Envoy, Q Aggregator, Q
 Commercial Aggregator, Envoy-S Standard, Envoy-S Metered, Mobile Connect, Consumption CT,
 AC Combiner Box: 5 years commencing on the earlier of (i) 4 months from the date the product is
 shipped from Enphase and (ii) the installation of the product at the Original Location.

Except as set forth above, this Limited warranty applies only to products installed in the United States, United States territories (including Puerto Rico, Northern Mariana Islands, U.S. Virgin Islands, American Samoa, and Guam), and Canada. During the Warranty Period, the Limited Warranty is transferable to a different owner ("Transferee") as long as the product remains at the Original Location, the Transferee submits to Enphase a "Change of PV Ownership Form", and pays the applicable Transfer Fee within 30 days from the date of transfer to the Transferee. This submission is a requirement for continued Limited Warranty coverage. The Transfer Fee is set forth in the Change of PV Ownership Form, and is subject to reasonable adjustment from time to time (as determined at Enphase's discretion). The Change of PV Ownership Form and payment instructions are available at http://www.enphase.com/warranty.

During the Warranty Period, if Enphase establishes the existence of a defect that is covered by the Limited Warranty, Enphase will, at its option, either (1) repair or replace the product free of charge, or (2) issue a credit or refund for the product to the owner of the system in an amount up to its actual value at the time the owner notifies Enphase of the defect, as determined by Enphase.

If Enphase elects to repair or replace the 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 product, the Limited Warranty continues on the repaired or replacement product for the remainder of the original Warranty Period or ninety (90) days from the date of receipt of Enphase's return shipment of the repaired or replacement product, whichever is later. The Limited Warranty covers a replacement unit but does not include labor costs related to (1) un-installing the product or (2) if applicable, re-installing a repaired or replacement product. To the extent applicable, the Limited Warranty also covers the costs of shipping a repaired or replacement product from Enphase, via a non-expedited freight carrier selected by Enphase, to locations in United States, United States territories, and Canada. The Limited Warranty does not cover, and Enphase will not be responsible for, shipping damage or damage caused by mishandling by the freight carrier.

The 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, use in an unsuitable environment, or use in



APPENDIX A. Enphase Limited Product Warranty

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 products specifications, including high input voltage from generators or lightning strikes; (4) that have been subjected to incidental or consequential damage caused by defects of other components of the solar system; (5) if the original identification markings (including trademark or serial number) of such products have been defaced, altered, or removed; or (6) for which the Trip Point Management (TPM) profile with either pre-loaded or pre-set functions has been altered, and such alteration of the profile causes the product to malfunction, fail, or fail to optimally perform. 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 products. The Limited Warranty does not cover costs related to the removal, installation or troubleshooting of the owner's electrical systems. The Limited Warranty does not extend beyond the original cost of the products.

To obtain repair or replacement service, credit or refund (as applicable) under this Limited Warranty, the owner must comply with the Return Merchandise Authorization Procedure available at http://www.enphase.com/warranty.

Enphase expressly reserves the right to novate or assign its rights and obligations under this warranty agreement to a third party with the demonstrated expertise and requisite resources needed to effectively discharge the obligations hereunder.

THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ENPHASE AND, WHERE PERMITTED BY LAW, IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION. 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.

To the extent any implied warranties are required under applicable law to apply to the products, such implied warranties shall be limited in duration to the Warranty Period, to the extent permitted by applicable law. Some regions do not allow limitations or exclusions on implied warranties or on the duration of an implied warranty or on the limitation or exclusion of incidental or consequential damages, so the above limitation(s) or exclusion(s) may not apply. This Limited Warranty gives the owner specific legal rights, and the owner may have other rights that may vary from region to region. The grant of this Limited Warranty by Enphase is conditioned upon agreement by the owner and any permitted Transferee to the terms, conditions and requirements herein.