

ALLGUARD ENHANCED LIMITED WARRANTY

Updated: 2/9/2021

This confidential AllGuard Enhanced Limited Warranty (this “**AllGuard Warranty**”) of Panasonic Life Solutions Company of America, a Division of Panasonic Corporation of North America (“**Panasonic USA**”), is available for Authorized AllGuard Installers only under the terms and conditions set forth herein. Please see Section 12 below for the definitions of certain terms used throughout this AllGuard Warranty.

This AllGuard Warranty provides certain limited warranties for the following components:

- I. The Panasonic Module.
- II. The Micro Inverter.
- III. The Monitoring System.
- IV. The Unirac Racking (optional – see Section 2-3 below).

NOTICE: Please note that this AllGuard Warranty is effective for a PV System ONLY if the PV System has been installed by an Authorized AllGuard Installer and registered within sixty (60) days after installation through the Panasonic USA registration website located at www.panasonicusahitwarranty.com. Each Authorized AllGuard Installer will provide Panasonic’s form of registration certificate to the Owner on successful registration of a PV System.

1. The Authorized AllGuard Installer Program

Panasonic USA operates a program through which it designates, at its discretion, certain companies to receive benefits as Panasonic USA-authorized installers if such companies comply with certain conditions (each an “**Authorized Installer**”). Authorized Installers may be located at: www.hitsolarinstallerlocator.com. Panasonic USA may select certain Authorized Installers (each a “**Authorized AllGuard Installer**”), as Panasonic USA may determine in its sole and absolute discretion (and on written notice from an authorized representative of Panasonic USA granting Authorized AllGuard Installer status), as eligible to participate in this AllGuard Warranty. “Authorized AllGuard Installer” is just one type of Authorized Installer and this AllGuard Warranty is not available for all Authorized Installers.

2. What Is Covered?

2-1. Panasonic Module.

A. Limited Warranty Covering Panasonic Module Product Workmanship and Labor.

25-Year Workmanship Warranty. Panasonic USA warrants that each Panasonic Module will be free from defects in materials and product workmanship under normal application, installation, use, and service conditions for a period ending twenty-five (25) years from the Warranty Start Date.

25-Year Labor Warranty. Panasonic USA will cover necessary and reasonable shipment and labor costs at Approved Rates associated with the installation, removal or reinstallation as a result of in-warranty claims for a period ending twenty-five (25) years from the Warranty Start Date ONLY for Products installed by an Authorized AllGuard Installer.

B. Panasonic Module Power Output Limited Warranty.

Power Output Coverage.

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(1) VBHNxxx Model

Panasonic USA warrants the power output of the VBHNxxx Panasonic Module coupled with a non-defective Micro Inverter 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 VBHNxxx Panasonic Module 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 25th year, the power output will be at least 90.76% of Pmax. The power output values under VBHNxxx Model Power Output Limited Warranty shall be those measured under Panasonic USA'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.

(2) EVPVxxx Model

Panasonic USA warrants the power output of the EVPVxxx Panasonic Module coupled with a non-defective Micro Inverter will be no less than 98% 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 EVPVxxx Panasonic Module and the power output degradation will be no more than 0.25% per year for the following 24 years, so that, at the end of the 25th year, the power output will be at least 92% of Pmax. The power output values under EVPVxxx Model Power Output Limited Warranty shall be those measured under Panasonic USA'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.

Testing. If the original Owner or subsequent title holder of the Panasonic Module 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 Panasonic Module. 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 below.

C. Panasonic Module Limited Warranty Remedies.

Remedies. 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 either: (1) an additional new or refurbished Panasonic Module, (2) repair and replace the Panasonic Module, or (3) a provide a refund to Owner in limited circumstances only in accordance with "Refund Terms" below. Panasonic USA will not accept the return of any Panasonic Module unless accompanied by a valid return material authorization and prior written authorization issued by Panasonic USA.

Refund Terms. If repair or replacement of the Panasonic Module is not possible, Panasonic USA will refund the cost of purchasing the Panasonic Module to the Owner, except that any refund will 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 (Panasonic Module measured under STC) and minimal guaranteed output.

D. Limited Warranty Covering Micro Inverter Product Workmanship and Labor.

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Enphase 25-Year 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 Warranty attached hereto as **Appendix A**. Panasonic USA is not responsible and shall not be held liable for claims under the Enphase Warranty.

Panasonic 25-Year Labor Warranty: In addition to the Enphase Warranty remedies, if an Authorized AllGuard Installer installed the PV System at the original installation location, Panasonic USA will cover necessary and reasonable shipment and labor costs, in accordance with the then-current 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).

2-2. Monitoring System Limited Warranties.

Panasonic 5-Year Labor Warranty. For each installation of a PV System, Panasonic will pay for Authorized Installer necessary and reasonable labor costs associated with servicing valid claims under any Monitoring System warranty but only to the extent of (1) removing any defective Monitoring System hardware, (2) re-installation of repaired or replacement Monitoring System hardware, or (3) the removal, installation or troubleshooting of Monitoring System hardware electrical systems. Such payment from Panasonic to an Authorized AllGuard Installer shall be in accordance with the then-current Approved Rates.

For each Monitoring System covered under this labor warranty, the duration of this labor warranty is 10 years commencing on the Warranty Start Date.

Enphase Product Warranty. Enphase may offer a warranty covering the Monitoring System, including a warranty against any defects in materials and workmanship, that is separate from and in addition to the Panasonic 10-Year Labor Warranty described in this section. Please contact Enphase for any claims under any such Enphase warranty in accordance with the terms set forth therein. Panasonic does not guarantee and hereby disclaims all liability relating to any such Enphase warranty.

2-3. [Optional] Unirac Racking Limited Labor Warranty.

Please note that this Unirac Racking Limited Labor Warranty is optional, meaning if an Authorized Installer uses solar module mounting hardware from any manufacturer other than Unirac, this labor warranty does not apply but the remainder of this AllGuard Warranty remains in full force and effect for installations of a Panasonic Module, a Micro Inverter, and a Monitoring System as part of a PV System installation.

Panasonic 25-Year Labor Warranty. For each installation of Unirac Racking as part of a PV System installation, Panasonic will pay an Authorized AllGuard Installer necessary and reasonable labor costs associated with (1) the removal of any defective Unirac Racking covered under an applicable Unirac warranty, and (2) re-installation of a repaired or replacement Unirac Racking for valid claims under any such Unirac warranty. Such payment from Panasonic Such payment from Panasonic to an Authorized AllGuard Installer shall be in accordance with the then-current Approved Rates.

For any Unirac Racking covered under this labor warranty, the duration of this labor warranty is 25 years commencing

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on the applicable Warranty Start Date.

Unirac Product Warranty. Unirac may offer a product warranty covering the Unirac Racking, such as a warranty against any defects in materials and workmanship, that is separate from and in addition to the Panasonic 25-Year Labor Warranty described in this section. Please contact Unirac for any claims under any such Unirac warranty in accordance with the terms set forth therein. Panasonic does not guarantee and hereby disclaims all liability relating to any such Unirac warranty.

3. Limited Remedy Conditions.

When Panasonic provides any of the remedies set forth above, the following conditions apply:

- a. Authorized AllGuard Installers shall be the primary point of contact with the Owner.
- b. This AllGuard Warranty is effective for ONLY if the PV System has been installed by an Authorized AllGuard Installer and registered within sixty (60) days after installation through the Panasonic USA registration website: www.panasonicusahitwarranty.com.
- c. This AllGuard Warranty is effective ONLY where the Authorized AllGuard Installer initially installs the Panasonic Module, Micro Inverter, Monitoring System, and Unirac Racking (if applicable) together at the same time.
- d. The warranty remedy will extend only to claims received before the end of the applicable warranty period.
- e. 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 applicable defective product.
- f. The purchase date of original Panasonic Module shall determine the start of the warranty period if regardless of any repair, replacement, addition, or refund.
- g. If a limited warranty set forth above includes remedy options, those remedy options may not be combined.
- h. Each warranty remedy set forth above applies to the specified PV System product for such remedy only and does not apply to any other PV System components.
- i. When the Panasonic Module is the subject of third-party financing, any applicable refund will be paid to the title-holder of the Panasonic Module.
- j. A Panasonic 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.

4. 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 PV Systems 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. Altered, removed, or illegible Panasonic Module serial number(s).
- c. Any Panasonic Module repaired by anyone other than Panasonic USA.
- d. Cosmetic variations, stains or scratches that do not affect power output.
- e. Marine, recreation vehicle, or mobile installations of any kind. Multi-axis tracking systems are not considered mobile installations.
- f. Improper applications, such as, but not limited to, use with mirrors, concentrated sunlight, and contact with solar thermal systems.

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- g. 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.
- h. Damage or corrosion resulting from environmental pollution such as soot, chemical vapors, acid rain, direct contact with saltwater such as ocean spray, immersion in water, whether caused by flooding or otherwise, and any type of mold.
- i. Damage from sound, vibration, rust, scratches, or discoloration that is the result of normal wear and tear, aging or continuous use.
- j. Damage caused by inadequate or improper usage, alteration, installation, wiring, handling, removal, maintenance, storage, packaging, transportation.
- k. Claims made more than one year from the date the alleged power output degradation, or product workmanship defect, reasonably should have been discovered.
- l. Damage caused by abuse, neglect, vandalism, accident, animals or insects, or external stress, such as, but not limited to, stepping on Panasonic Module, impacts from falling objects such as tools, golf balls, rocks, hailstones, or other debris.
- m. Damage from non-compatibility with, or defects in, system-related parts and components.
- n. Damage from extreme natural conditions such as earthquakes, typhoons, tornados, volcanic activity, tsunami, lightning, heavy snow or ice, fire, or other unforeseen circumstances.
- o. 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.
- p. Damage from terrorist acts, riots, war, power surges, power failures, or other man-made disasters.
- q. This Extended Warranty shall not be construed as a warranty or guarantee covering, and Panasonic USA expressly disclaims any responsibility for, any Authorized AllGuard Installer services. If any Owner has a claim relating to Authorized AllGuard Installer services, whether arising out of breach of contract, tort, or otherwise, the Authorized AllGuard Installer shall bear sole and absolute responsibility to the Owner for any such claims.

5. Right to Discontinue.

Panasonic USA may terminate and discontinue this AllGuard Warranty, in whole or in part, at any time in its sole and absolute discretion.

6. LIMITATION OF LIABILITY.

THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY PANASONIC WARRANTIES APPLICABLE TO THE PV SYSTEM. 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 SYSTEM, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PV SYSTEM, 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

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PV SYSTEM. PANASONIC USA'S TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE ORIGINAL OWNER FOR THE PV PRODUCT 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.

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 AllGuard 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 AllGuard Warranty, or its application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this AllGuard Warranty and all other parts, provisions, clauses or applications shall remain, and, to this end, such other parts, provisions, clauses or applications of this AllGuard 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 AllGuard 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 AllGuard Warranty.

The parties shall resolve any dispute or claim relating in any way to Panasonic Module or Micro Inverter coverage under this AllGuard Warranty by following the step-by-step procedures described under Section 13 (Arbitration) in the attached Enphase AllGuard Warranty with the understanding that "Covered Product" (as that term is used therein) includes the Panasonic Modules. The alternative dispute resolution mechanism described in the Enphase AllGuard 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 AllGuard 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 Panasonic Module or the claim.

11. Transferability of Warranty.

This warranty is transferable to any subsequent new Owner, so long as the PV System remains installed at the original

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installation location, and upon satisfactory proof of succession or assignment.

12. Definitions.

“**Approved Rates**” means Panasonic USA’s pre-approved rates published to Authorized AllGuard Installers from time to time for payment of installation or removal services relating to components of the PV System covered under this AllGuard Warranty.

“**Authorized AllGuard Installer**” has the meaning provided in Section 1 above.

“**Enphase**” means Enphase Energy, Inc., Delaware corporation with its principal place of business in Fremont, California.

“**Enphase Warranty**” means 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 – United States, United States Territories, and Canada” attached hereto and incorporated herein by reference as **Appendix A**.

“**Micro Inverter**” means a DC to AC micro-inverter manufactured by Enphase under model number IQ7X-96-2-US , IQ7A-72-2-US, IQ7PLUS-72-2-US and **sold by Panasonic** either as part of an AC Panasonic Module or separately for installation into a DC Panasonic solar Module.

“**Monitoring System**” means the integrated Enphase Enlighten™ software platform, mobile application, and hardware created, manufactured, and sold by Enphase under model number IQ Combiner 3 and IQ Combiner 3C that connects to and communicates with Panasonic Modules.

“**Owner**” means the individual or entity that owns the title to the installation site where an Authorized AllGuard Installer installed the PV System and for so long as the PV System remains installed and in operation at such site.

“**Panasonic Module**” means: (1) a Panasonic-manufactured AC photovoltaic panel that Panasonic assembles with a Micro Inverter installed into it and sold by Panasonic USA (or any of its affiliated companies, divisions or units) under the **VBHNxxxSA17E** model number series, or (2) a Panasonic-manufactured DC photovoltaic panel sold by Panasonic USA (or any of its affiliated companies, divisions or units) under the **VBHNxxxSA17, VBHNxxxKA03, EVPVxxx and EVPVxxxK** model number series that an Authorized Installer uses for separate assembly with a Micro Inverter and installation into a PV System (xxx = rated power).

“**PV System**” means the Panasonic Module, Micro Inverter, Monitoring System, and Racking (whether Unirac Racking or other Racking) as installed simultaneously together by an Authorized AllGuard Installer.

“**Racking**” means mounting hardware that affixes solar modules to a roof.

“**Unirac**” means Unirac, Inc., a New Mexico corporation with its principal place of business in Albuquerque, New Mexico.

“**Unirac Racking**” means Unirac-manufactured and sold Racking.

“**Warranty Start Date**” is the earlier of (i) the date of PV System interconnection to the grid, or (ii) six (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.

APPENDIX A. Enphase Limited Product Warranty



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

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 (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 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 “ Warranty Activation Date ”).
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.
IQ Aggregator, IQ 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; or (3) registering through Enphase’s Enlighten™ application when an Envoy product is purchased and installed as part of the PV solar system.

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Return Registration Card to:

Enphase Energy, Inc.
Attn: Product Registration NA
Customer Service
1819 S. Cobalt Point Way
Meridian, ID 83642
United States of America

3. IF THE COVERED OWNER IS A RESIDENT OF CALIFORNIA, CONNECTICUT, OR ANY OTHER STATE OR PROVINCE THAT FORBIDS THE RETURN OF A REGISTRATION CARD AS A CONDITION PRECEDENT TO ANY WARRANTY COVERAGE OFFERED UNDER THIS LIMITED WARRANTY, 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 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) subject to Section 3, 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 <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 (RMA) Procedure available at <https://enphase.com/en-us/support/return-merchandise-authorization-procedure>. 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.
 - 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),

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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.

7. 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 the Covered Product pursuant to this Limited Warranty, (1) Enphase will, at its option, use new and/or reconditioned parts or products of the Covered Product's original or improved design, and (2) the Limited Warranty will continue to apply to the repaired or replacement product for the remainder of the original Limited Warranty Period or ninety (90) days from the date Covered Owner receives the repaired or replacement product, whichever is later.
- c. If Enphase issues a refund (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.

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 any delays, lost or damage or any other damage to any Covered Product caused by a 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 Covered 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 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 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.

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- 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.

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 DO NOT ALLOW FOR THE EXCLUSIONS ON THE DURATION OF AN IMPLIED WARRANTY OR FOR EXCLUSIONS OR LIMITATIONS ON LEGAL 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.

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 COVERED OWNER AND COVERED OWNER MAY HAVE ADDITIONAL RIGHTS.

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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, except in cases where, and to the extent required, the laws of a particular Canadian 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.
13. **Arbitration.**
 - a. ***Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires Covered Owner (“you”) to arbitrate disputes with ENPHASE and limits the manner in which you can seek relief from Enphase (“us”). THE LAWS OF CERTAIN JURISDICTIONS DO NOT PERMIT THE USE OF MANDATORY ARBITRATION CLAUSES. WHERE SUCH LAWS APPLY TO THE COVERED OWNER, THIS ARBITRATION CLAUSE MAY NOT APPLY.***
 - b. **Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Covered Products, or to any aspect of your relationship with Enphase, will be resolved by binding arbitration, rather than in court, except that (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

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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.