

## Limited Warranty – Storage Systems

- **Effective Date:** On or after January 27, 2025
- **Covered Territory:** Cayman Islands
- **Covered Products:** IQ Batteries, IQ Load Controller, IQ Gateway, IQ Combiner, and Communication Devices products with the SKUs set forth in the Covered Products Schedule.
- **Limited Warranty Period:** See the Covered Products Schedule

This Limited Warranty is effective only for the Covered Product SKUs in the attached Covered Products Schedule. Always check <https://enphase.com/warranty> to ensure you have the correct Limited Warranty for your Covered Product.

- Limited Warranty.** Subject to the terms of this Limited Warranty, and during the applicable Limited Warranty Period Enphase Energy, Inc. ("**Enphase**") provides both the Workmanship Warranty and the Capacity Retention Warranty (described below) for the Covered Products when such Covered Products are installed for use at the original end user location (the "**Original Location**") in the Covered Territory. This Limited Warranty is valid (a) only to the extent permitted by the applicable laws of the Covered Territory, (b) when the Covered Product is sold by Enphase itself or by an Enphase-authorized reseller in the Covered Territory, and (c) to the extent the exclusions in Section 7 do not apply.
  - The Limited Workmanship Warranty (the "**Workmanship Warranty**"). During the applicable Limited Warranty Period the Covered Product will, under use and conditions set out in the User Manual and Product Data Sheet (collectively, the "**Enphase Documentation**"): (i) materially conform to the Covered Product specifications set out in the Product Data Sheet and (ii) be free from defects in workmanship and materials. The Enphase Documentation may be found at <https://enphase.com/en-lac/installers/resources/documentation>.
  - The Limited Capacity Retention Warranty (the "**Capacity Retention Warranty**"). During the applicable Limited Warranty Period, IQ Battery Products set forth in the Covered Product Schedule (each a "**Covered IQ Battery**"), will maintain the ability to store and discharge an energy capacity of at least (i) 70% of the Covered IQ Battery nameplate rating at the end of the 10<sup>th</sup> year of the Limited Warranty Period, and (ii) 60% of the Covered IQ Battery nameplate rating at the end of the 15<sup>th</sup> year of the Limited Warranty Period; provided, however, the Covered IQ Battery must be installed and used in accordance with the Enphase Documentation.
- Covered Owner.** For the purposes of this Limited Warranty, the "**Covered Owner**" or "**you**" 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 (a) the Covered Product remains at the Original Location, (b) the Transferee submits to Enphase a completed "*Change of Ownership Form*," which Enphase may modify from time to time in its sole discretion and (c) the Transferee pays the applicable transfer fee ("**Transfer Fee**") set forth in the Change of Ownership Form within thirty (30) days from the date of transfer from the Covered Owner to the Transferee. 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/warranty/cayman-islands>.
- Additional Rights.** This Warranty gives you as the Covered Owner specific legal rights if there is a problem with the Covered Product. This Warranty is in addition to, and does not affect, any rights the Covered Owner may have under consumer protection laws in the Covered Territory.
- Continuous Connectivity.** The Covered Products must be continuously connected to the internet during the warranty period, except where interrupted by causes outside of the Covered Owner's reasonable control. This will help ensure that potential defects in the Covered Product can be diagnosed remotely and that the Covered Product can receive over-the-air firmware updates.

## 5. How to Obtain Warranty Service.

- a. To obtain warranty service for a Covered Product, you must comply with the Return Merchandise Authorization (RMA) Procedure available at <https://enphase.com/warranty/cayman-islands>. You may be asked to provide the purchase receipt for the Covered Product. All claims made under this Limited Warranty must be submitted to Enphase during the Limited Warranty Period and within ninety (90) days of discovering the defect.
- b. Upon issuance of the RMA, Enphase Energy will ship a replacement unit to the Original Location. In certain circumstances, Enphase may require the Covered Owner to return the allegedly defective device prior to Enphase shipping the replacement unit.
- c. When the replacement unit arrives, and if Enphase has required you to return the allegedly defective device, you must place the defective device into the original shipping container or other packaging that is equally protective of the product, apply a pre-paid shipping label (the RMA Procedure allows Covered Owners to generate a prepaid mailing label for the return), and drop off the box at the nearest shipping location. If the allegedly defective Covered Product is not received by Enphase within sixty (60) days of Enphase providing an RMA number and a replacement unit has been shipped to the Covered Owner, Enphase will invoice the Covered Owner, and the Covered Owner will pay, the then-current list price for such replacement product or product part. If you do not use the pre-paid shipping label provided by Enphase, Enphase recommends that you use a tracking service for your protection.
- d. If a Covered Owner returns a Covered Product to Enphase (i) without an RMA from Enphase, (ii) without all parts included in the original package, or (iii) that Enphase determines is not covered under this Limited Warranty, Enphase retains the right to either (1) refuse delivery of such return and return it at the Covered Owner's cost (subject to prepayment); (2) charge a restocking fee equal to the higher of fifteen per cent (15%) of the original Covered Owner's purchase price of the Covered Product or the retail value of the missing parts; or (3) keep the Covered Product for thirty (30) days for pick-up by the Covered Owner, and then (if it is not picked up) dispose of it at Enphase's sole discretion without further liability or obligation to the Covered Owner.
- e. Once a returned Covered Product is received and inspected, Enphase will notify the Covered Owner (or the installer authorized by Covered Owner to replace the Covered Product) that Enphase has received the returned Covered Product.
- f. 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.

## 6. Remedies.

- a. During the applicable Limited Warranty Period, if Enphase confirms the existence of a defect that is covered by this Limited Warranty, Enphase will, at Enphase's option, either (i) repair or replace the Covered Product free of charge, or (ii) refund you the actual purchase price for the Covered Product less reasonable depreciation based on use at the time you notify Enphase of the defect. Enphase will not elect to issue a refund unless (A) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (B) you are willing to accept such a refund. In the event of a defect, to the extent permitted by law, these are your sole and exclusive remedies.
- b. If Enphase repairs or replaces the Covered Product, (i) Enphase will, at its option, use new and/or reconditioned parts or products of original or improved design, and (ii) the Limited Warranty will continue to apply to the repaired or replacement product for the remainder of the original Limited Warranty Period or ninety (90) days from the date you receive the repaired or replacement product, whichever is later.
- c. If Enphase issues a refund or a credit, as applicable (rather than providing a repaired or replacement Covered Product), such refund or credit, as applicable, will be processed and paid within four (4) weeks of Enphase's receipt of the Covered Product.

## 7. Limited Warranty Limitations and Exclusions.

- a. This Limited Warranty does not cover IQ Batteries that are activated after the “Energize by” date indicated on the IQ Battery or IQ Battery packaging.
- b. This Limited Warranty does not include any cost of labor or other costs related to (i) un-installing Covered Product; (ii) re-installing a repaired or replacement product, or (iii) the removal, installation or troubleshooting of the Covered Owner’s electrical systems.
- c. 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.
- d. This Limited Warranty does not cover, and the term “Covered Product” does not include any third-party products not supplied by Enphase that may be installed with or used in connection with the Covered Products.
- e. This Limited Warranty does not apply to, and Enphase will not be responsible for, any defect in or damage to any Covered Products: (i) that have been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (ii) that have been improperly installed, operated, handled or used, including use under conditions for which the product was not designed, use in an unsuitable environment, or use in a manner contrary to the Enphase User Manual or applicable laws or regulations; (iii) that have been subjected to fire, water, generalized corrosion, biological infestations, acts of nature, or input voltage that creates operating conditions beyond the applicable 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; (iv) 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; (v) 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); (vi) if the Grid Profile (utility approved operating parameters) of the Covered Product has been altered, and such alteration causes the product to malfunction, fail, or fail to optimally perform; or (vii) if the Covered Product is not using the most up-to-date software or firmware version made available by Enphase and the defect or damage could have been avoided by using such firmware or software version.
- f. 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.
- g. This warranty will not apply to products that have not received permission to operate from the local authorities having jurisdiction over such matters, if such permission is required in the Territory.
- h. For the avoidance of doubt, software programs installed in the Covered Products and the recovery and reinstallation of such software programs and data are not covered under this Limited Warranty. Enphase does not warrant that the operations of the Covered Product will be uninterrupted or error-free.
- i. Covered Products are not intended for use as a primary or backup power source for life-support systems, other medical equipment, or any other use where product failure could lead to injury, loss of life, or catastrophic property damage. Enphase disclaims any and all liability arising out of any such use of your Covered Products. Further, Enphase reserves the right to refuse to provide support in connection with any such use and disclaims any and all liability arising out of Enphase’s provision of, or refusal to provide, support for your Covered Product in such circumstances.

**8. No Modifications.** No Enphase employee, reseller or other third party is authorized to make any modification, extension, or addition to this Limited Warranty.

**9. Severability.** 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.

**10. 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.

**11. 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 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 YOU TO THE TERMS, CONDITIONS AND REQUIREMENTS HEREIN. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

**12. 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.

**13. Governing Law; Venue.** This Warranty shall be governed by and construed in accordance with the laws of Cayman Islands. Each party agrees to submit to the non-exclusive jurisdiction of the courts of Cayman Islands. However, as a consumer, you benefit from the mandatory provisions of the law of your country of residence. Nothing in this Limited Warranty shall affect your rights as a consumer to invoke such mandatory provisions of local law.

**14. 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 (i) you may assert claims in small claims court if your claims qualify; and (ii) 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, you agree 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 sixty (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 you. 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 (i) determine the scope and enforceability of this Arbitration Agreement, and (ii) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including,

but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of the parties. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Limited Warranty. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the parties.

- d. **Waiver of Jury Trial.** YOU AND ENPHASE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and ENPHASE are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in sections above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- e. **Waiver of Class or Other Non-Individualized Relief.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE COVERED OWNER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER COVERED OWNER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then such claim must be severed from the arbitration and brought into the State or Federal Courts located in San Francisco, California. All other claims shall be arbitrated.
- f. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to Enphase Energy, Inc., 47281 Bayside Parkway, Fremont, California, 94538, attention: General Counsel, within thirty (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.
- h. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Enphase.

#### 15. Customer Support Contact Information:

Phone: (877) 797-4743  
+31 852082305

Web page: <https://enphase.com/contact-us>

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**Covered Products Schedule**  
**IQ Batteries and Balance of System Products**

**Effective Date:** January 27, 2025

**Territory:** Cayman Islands

**Activation Date:** For purposes of this Limited Warranty, "Activation Date" means the earlier of (i) the date the Covered Product is registered with Enphase, or (ii) the date the Covered Product is activated at the Original Location via the Enphase's Installer Portal.

<b>Covered Products</b>	<b>Covered Product SKUs:</b>	<b>Limited Warranty Period</b>
Enphase IQ Battery 5P	IQBATTERY-5P-1P-NA	The Limited Warranty Period begins on the Activation Date (defined below) and ends on the earlier of (a) 15 years from the Activation Date or (b) 6,000 discharged cycles.
IQ System Controller 3/3G (excluding the System Shutdown Switch)	SC200D111C240US01; SC200G111C240US01	10 years from the Activation Date
System Shutdown Switch for IQ System Controller 3/3G	EP200G-NA-02-RSD	5 years from the Activation Date
IQ Combiner 5	X-IQ-AM1-240-5	
IQ Load Controller	EP-NA-LK02-040	
Mobile Connect	CELLMODEM-07-INT-05	
IQ Gateway	ENV-IQ-AM1-240; ENV2-IQ-AM1-240;	
Communications Kit	COMMS-KIT-02	