

LIMITED WARRANTY – ELECTRIC VEHICLE SUPPLY EQUIPMENT and ACCESSORIES

Enphase Energy, Inc. through its ClipperCreek division
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Subject to the terms and conditions below, Enphase Energy, Inc. (“**Enphase**”) provides the following limited warranty to the original purchaser of the products (“**Covered Owner**” or “**you**”):

Product 5-year parts, 5-year factory labor:

Subject to the terms and conditions below, Enphase warrants the product to be free from defects in material and workmanship for a period of 5 years, commencing on the date of installation (first use) (the “**Warranty Period**”). Except where prohibited by applicable law, the product installation date must be evidenced and communicated to Enphase by way of the product registration card (or its equivalent). The product registration card must be filled out completely and accurately, and returned to Enphase within 30 days after installation, and the product installation date shall be within 6 months after the purchase date. If a Product installation date is not communicated to Enphase as described above, the product purchase date indicated in the Covered Owner’s proof of purchase for the product shall serve as the start date of the Warranty Period.

If Enphase confirms the existence of a defect that is covered by this Limited Warranty, Enphase will, at its option, repair or replace the product, or refund the actual purchase price for the product less reasonable depreciation based on use at the time the Enphase is notified 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. If a defect in material or workmanship exists in the product, to the extent permitted by law, these are the sole and exclusive remedies. Repair parts and/or replacement products may be either new or reconditioned at Enphase’s discretion. This limited warranty does not cover defects caused by improper installation or use, including but not limited to improper connections with peripherals, external electrical faults, accident, disaster, misuse, abuse, or modifications to the product not made by or at the direction of Enphase. Any service repair outside the scope of this limited warranty shall be at applicable rates and terms then in effect. This warranty covers factory parts and factory labor only; it does not cover field service or removal and replacement of the product or any other costs.

ALL OTHER EXPRESS AND IMPLIED WARRANTIES FOR THIS PRODUCT INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY DISCLAIMED. Some states do not allow the exclusion of implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you. In no event will Enphase, any of its authorized sales and service representatives, or its parent company be liable to Covered Owner or any third party for any damages in excess of the purchase price of the product. This limitation applies to damages of any kind including any direct or indirect damages, lost profits, lost saving or other special, incidental, exemplary or consequential damages whether for breach of contract, tort or otherwise or whether arising out of the use of or inability to use the product, even if Enphase or an authorized Enphase representative or dealer has been advised of the possibility of such damages or of any claim by any other party. Some states do not allow the exclusion or limitation of incidental damages for some products, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

To obtain warranty service:

Call your nearest authorized Service Representative or the ClipperCreek division of Enphase at the above number. You will receive information as to how service for the product will be provided. If you mail or ship the product in for service, you must insure the product, prepay all shipping charges, and properly pack it for shipment in its original shipping container or its equivalent. You are responsible for all loss or damage that may occur in transit. You must provide proof of purchase for the product and the purchase date before any warranty service can be performed.