

Enphase Energy AC BATTERY Limited Warranty – United Kingdom

This Limited Warranty is a voluntary manufacturer's warranty provided by Enphase Energy, Inc. ("Enphase") in respect of Enphase Energy AC Batteries (SKU IQ7-B1200-LN-I-INT01-RV0) which are connected to the internet either through (i) a standalone Enphase Envoy™ (with included Wi-Fi technology) or (ii) an Enphase Combiner 3 with embedded Enphase Envoy (with included Wi-Fi technology), (each, an "Envoy" product).

This Limited Warranty applies in addition to statutory rights available to consumers under UK consumer laws, including under the Consumer Rights Act 2015.

If you are a consumer and your Enphase Energy AC Battery is defective or does not conform with the contract of sale, you can choose to make a claim under UK consumer laws or under this Limited Warranty (whichever is applicable).

We have set out below a summary of UK consumer rights under the Consumer Rights Act 2015. This is not an exhaustive description of the rights available to consumers under UK consumer laws. For more information about UK consumer laws, contact your local consumer organisation (e.g. your local trading standards or citizens advice bureau).

UK Consumer Laws

The Consumer Rights Act 2015 automatically introduces certain terms into contracts for the sale of goods to consumers including, for example, that the goods (i) will match the description given of them, (ii) will be of satisfactory quality and (iii) will be reasonably fit for any particular purpose made known to the seller.

If goods are defective or do not conform with the contract of sale, a consumer may be entitled to (i) a repair or a replacement free of charge, (ii) a discount or (iii) a refund by the seller.

The primary responsibility to provide these remedies will sit with the seller from whom the consumer purchased the goods. So, if you purchased an Enphase Energy AC Battery from a third party reseller and not directly from Enphase, you would need to contact that reseller in order to make a claim.

For goods purchased in England and Wales, these rights expire six years from delivery of the goods. For goods purchased in Scotland, these rights expire five years from delivery of the goods.

Limited Warranty

In addition to your rights under UK consumer laws, Enphase provides this Limited Warranty, which consists of the "Workmanship Warranty" and the "Capacity Retention Warranty" as described below. This Limited Warranty is subject to certain limitations and exclusions, which are also described below.

This Limited Warranty applies to Enphase Energy AC Batteries (i) connected to the internet through an Enphase Connect Product ("Battery" or "Batteries") (ii) purchased from Enphase or an entity expressly authorised by Enphase to resell the Batteries (the "Authorised Reseller") and (iii) installed in the United Kingdom.

A claim under the Limited Warranty must be submitted by following the procedures set out in Paragraph 6 below (RMA Process).

This Limited Warranty is given only to the end user who acquired and put the Battery into use for the first time (the "End User") or to a subsequent end user (the "Transferee") as long as (i) the Battery remains at the original End User location (the "Original Location") and (ii) the Transferee submits to Enphase a "Change of Ownership Form" and pays the applicable fee (the "Transfer Fee") within 30

days from the date of transfer to the Transferee. This submission is a requirement for continued coverage under this Limited Warranty. The Transfer Fee is set out in the Change of Ownership Form, and is subject to reasonable adjustment from time to time (as determined at Enphase's discretion). The Change of Ownership Form and payment instructions are available at http://www.enphase.com/warranty.

- 1. Warranty Period. The "Warranty Period" (i) begins on the earlier of (a) nine (9) months from the Battery's date of manufacture or (b) the installation of the Battery at the Original Location (either date, as applicable, the "Warranty Start Date") and (ii) ends 10 years or 3,650 fully discharged cycles (whichever occurs earlier) from the Warranty Start Date. A "fully discharged cycle" means discharging energy from the Battery equal to the Battery energy capacity at the time of the end of that discharge cycle. If Enphase repairs or replaces a Battery, the Limited Warranty will continue on the repaired or replacement Battery for the remainder of the original Warranty Period, as long as the repaired or replacement Battery is installed (and connected to the internet through an Envoy product) and energised within 90 days from the date on which you receive the repaired or replacement Battery.
- 2. The Workmanship Warranty (the "Workmanship Warranty"). During the Warranty Period, the Battery will, under use and conditions set out in the Installation Guide and the User Manual, (i) conform to the Battery specifications set out in the Installation Manual and (ii) be free from defects in workmanship and materials. All Workmanship Warranty claims must be submitted to Enphase within ninety (90) days from the discovery of the defect.
- 3. The Capacity Retention Warranty (the "Capacity Retention Warranty"). During the Warranty Period, the Battery will maintain the ability to store and discharge a cumulative average energy capacity of at least eighty percent (80%) of the Battery nameplate rating, provided that: (i) the average annual internal temperature of the Battery (the "Average Annual Internal Temperature") does not exceed twenty-three degrees Celsius (23° C) in any rolling one-year period and (ii) the ambient temperature of the location where the Battery is installed (the "Ambient Temperature") does not exceed (a) fifty-five degrees Celsius (55° C) for twenty-four or more (≥24) continuous hours; (b) sixty degrees Celsius (60° C) for more than one (>1) continuous hour; or (c) seventy degrees Celsius (70° C) at any time. The Average Annual Internal Temperature will be measured by Enphase by the temperature sensors located inside the AC Battery. The rated capacity of the Battery is based on a 1.2 kWh charge capacity, as measured during a continuous charge from zero to full capacity at a current less than 10A and at a temperature of 25°C (+/- 5°C).

4. Warranty Exclusions.

- i. This Limited Warranty will not apply in the following circumstances:
 - a) if the Battery is not registered with Enphase and connected to the internet through an Enphase Envoy product (as described in the Installation Manual found at https://enphase.com/en-au/support/enphase-ac-battery-installation-manual) within 15 consecutive days following the Warranty Start Date;
 - if the Battery loses its internet connection for a period of more than 15 consecutive days at any time during the Warranty Period (other than as a result of a defect in the Battery or Enphase Envoy product;
 - if the Battery is not installed or used in accordance with the quick install guide, Installation Manual, Installation Guide or User Manual or under conditions for which the Battery was not designed;
 - d) if the Battery is kept in an area where the Average Annual Internal Temperature of the Battery exceeds twenty-three degrees celsius (23° c) in any rolling one-year period;
 - e) if the Ambient Temperature exceeds (a) fifty-five degrees celsius (55 ° c) for twenty-four or more (≥24) continuous hours; (b) sixty degrees celsius (60° c) for more than one (>1) continuous hour; or (c) seventy degrees celsius (70° c) at any time;

- f) if the defect arises after the expiration of the Warranty Period;
- g) if a claim under the Workmanship Warranty is not reported within 90 days from discovery of the defect;
- h) if the Battery has been improperly altered, modified or repaired (unless such alteration, modification or repair is made by Enphase or a third party acting on its behalf);
- i) if the Battery has 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 Battery specifications set out in the Installation Manual, including high input voltage from generators or lightning strikes;
- if the defect has been caused by another component of the attached solar system not supplied by Enphase;
- k) if the original identification markings (including trademark or serial number) of the Battery have been defaced, altered, or removed; and/or
- if the defect occurs during shipping or transportation after the Battery is sold to an Authorised Reseller.
- ii. In addition, this Limited Warranty does not cover:
 - a) The cost of labour for troubleshooting, removal, or installation of a Battery,
 - b) normal wear and tear or deterioration, or cosmetic defects which do not materially affect energy storage or degrade function of the Battery;
 - noise or vibrations that are not excessive or uncharacteristic and do not impact the Battery's performance;
 - d) theft or vandalism of the Battery; and/or
 - e) the removal, installation or troubleshooting of the End User's or the Transferee's electrical systems.

5. Remedies.

- i. If Enphase confirms the existence of a defect that is covered by the Workmanship Warranty, Enphase will, at its option, either (a) repair or replace the Battery free of charge, or (b) issue a prorated credit or refund for the Battery to the End User or Transferee in an amount equal to the current market value of the Battery at the time the End User or Transferee notifies Enphase of the defect, as determined in Enphase's sole discretion. If Enphase elects to repair or replace the Battery, Enphase will, at its option, use new or reconditioned parts or products of original, comparable, or improved design.
- ii. If Enphase confirms the existence of a defect that is covered by the Capacity Retention Warranty, Enphase will, at its option, either (a) provide a pro-rated credit for the capacity lost over the Warranty Period, as determined in Enphase's sole discretion, towards the End User's or Transferee's purchase of a new Enphase Energy AC Battery; or (b) repair or replace the Battery free of charge. If Enphase elects to repair or replace the Battery, Enphase will, at its option, use new or reconditioned parts or products of original, comparable, or improved design.
- 6. <u>RMA Process.</u> To make a claim under this Limited Warranty, the End User or Transferee must comply with the Return Merchandise Authorization ("**RMA**") Procedure available at http://www.enphase.com/warranty.

- 7. <u>Assignment.</u> 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.
- 8. <u>Limitation of Liability</u>.
 - i. Enphase will not be responsible for any loss or damage which is not Enphase's fault or is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract of sale was made, both we and you knew it might happen.
 - ii. Enphase only provides the Batteries for domestic and private use. If you use the Batteries for any commercial or business purpose, Enphase will not be responsible for business losses including, for example, loss of profits, loss of business, business interruption or loss of business opportunity.
 - iii. Nothing in this Limited Warranty will limit or exclude Enphase's liability for (a) death or personal injury caused by its negligence, (b) fraud or fraudulent misrepresentation, (c) any breach of your legal rights in relation to the Battery (including as summarised above under "UK Consumer Laws") or (c) for any other liability which cannot be limited or excluded under applicable law.
- 9. <u>Governing law.</u> If you purchased the Battery in England, Wales or Northern Ireland, this Limited Warranty is governed by and construed under the laws of England and each party submits to the non-exclusive jurisdiction of the English courts. If you purchased the Battery in Scotland, this Limited Warranty is governed by and construed under the laws of Scotland and each party submits to the non-exclusive jurisdiction of the Scottish courts.
- 10. <u>Severability</u>. If any term of this Limited Warranty is held to be illegal or unenforceable, it will be excluded from this Limited Warranty and the legality or enforceability of the remaining terms will not be affected.

This Limited Warranty is offered by Enphase Energy, Inc.

Contact Details: Enphase Energy, Inc.

Attn: Customer Support 47281 Bayside Parkway Fremont, California 94538 United States of America

United Kingdom https://enphase.com/en-uk/support/

The grant of this Limited Warranty is expressly conditioned upon the acceptance and agreement by the End User and any permitted Transferee to the terms, conditions, and requirements herein.