



## Limited Warranty for Enphase Microinverters and A/C Cables in SunPower ACMS

- **Effective Date:** On or after August 9, 2018
- **Covered Territory:** U.S., U.S. Territories (including Puerto Rico, Northern Mariana Islands, U.S. Virgin Islands, American Samoa, and Guam) and Canada
- **Covered Products:** IQ7 Microinverters and A/C Cables, all with the SKUs set forth in the Covered Products Schedule.
- **Limited Warranty Period:** See the Covered Products Schedule

**This Limited Warranty is valid only for the Covered Product SKUs that were sold to the Covered Owner by SunPower or by a SunPower authorized dealer.**

1. **Limited Warranty.** Subject to the terms of this Limited Warranty, and during the applicable Limited Warranty Period Enphase Energy, Inc. ("**Enphase**") warrants to the Covered Owner (defined below) that the Covered Product, under use and conditions set out in the User Manual and Product Data Sheet (collectively, the "**Enphase Documentation**"), will be free from defects in workmanship and materials 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(ies), (b) when the Covered Product was sold by SunPower itself or by a SunPower-authorized dealer in the Covered Territory, and (c) to the extent the exclusions in Section 7 do not apply. The Enphase Documentation may be found at <https://enphase.com/installers/resources/documentation>.

2. [RESERVED].

3. **Covered Owner.**

- a. For the purposes of this Limited Warranty, the "**Covered Owner**" or "**you**" shall mean the person or entity that purchased a Covered Product from SunPower or a SunPower-authorized dealer and installed (or had installed) such Covered Product at the Original Location. In addition, Covered Owner shall include subsequent transferees (each, a "**Transferee**") as long as (i) the Covered Product remains at the Original Location, (ii) the Transferee submits to Enphase a completed "*Change of Ownership Form*," which Enphase may modify from time to time in its sole discretion (iii) 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 Owner to the Transferee, and (iv) the Transferee complies with the Registration requirement below within 45 days after submitting the Change of Ownership Form and paying the applicable transfer fee. 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>.
- b. Transferees may complete the registration process by (i) registering through the Enphase Installer Platform or the Enphase application, (ii) registering on-line at [www.enphase.com/register-my-product](http://www.enphase.com/register-my-product), or (iii) completing the registration card (found at the end of this Limited Warranty) and returning it to the following address:

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

- c. IF THE TRANSFEREE 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(A) ABOVE SHALL NOT APPLY.

4. **Continuous Connectivity.** The Covered Products should be continuously connected to the Enphase platform 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 Product can be diagnosed remotely, and that the Product can receive over-the-air firmware updates.

## **5. 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/warranty/us> (United States), <https://enphase.com/warranty/canada> (Canada) and <https://enphase.com/warranty/puerto-rico> (Puerto Rico). 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 the Covered Owner to return the allegedly defective device, the Covered Owner 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 the Covered Owner does not use the pre-paid shipping label provided by Enphase, Enphase recommends that the Covered Owner use a tracking service for protection.
- d. If a Covered Owner returns a Covered Product to Enphase without an RMA from Enphase or without all parts included in the original package, or if Enphase determines the returned product is not covered under this Limited Warranty, Enphase retains the right to (i) refuse delivery of such return and return it at the Covered Owner's cost (subject to prepayment); (ii) 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 (iii) 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 two (2) weeks of Enphase's receipt of the Covered Product.
- d. During the first five (5) years after the Activation Date, and subject to the limitations below, Enphase will off-set costs incurred by the Covered Owner for visits by a service provider to the Original Location in connection with a claim under this Limited Warranty for the purpose of trouble-shooting the Covered Product, removing and/or repairing the defective Covered Product(s) and/or replacing the defective Covered Product(s) with the replacement unit(s) provided by Enphase pursuant to Section 6(a) above. Please note that Enphase will only be responsible for paying to off-set fees incurred by the Covered Owner to pay for service provider visits in resulting from defective Covered Products at the Original Location ("**Defective Products**") where the number of Defective Products with an approved RMA is greater than 10% (rounded up to the next whole unit) of the total Covered Products installed at the Original Location (each such multi-failure instance with an approved RMA, a "**Truckroll Event**"), and only for one truckroll per Truckroll Event. For example, if 1-9 units are installed at the Original Location, the required number of Defective Products would be 1 unit, if 10-19 units are installed at the site, the required number of Defective Products would be 2 units, and so on.
  - i. The amounts paid by Enphase will be no more than \$125 per truckroll and \$25 per Microinverter.
  - ii. To be eligible for reimbursement under the Labor Reimbursement Program, all of the following conditions must be met:
    - The Truckroll Event is completed during the first five (5) years from the date the original Covered Product in the SunPower system is Activated;
    - Enphase has performed a remote diagnosis of the Defective Product and has issued an RMA to the Covered Owner prior to the Truckroll Event; and
    - Covered Owner has submitted a claim for reimbursement within 3 months of completing the Truckroll Event.
  - iii. In order to claim labor reimbursement for a Truckroll Event, the Covered Owner must submit a request for reimbursement, along with a copy of the invoice issued to the Covered Owner by the service provider for the Truckroll Event to [support\\_sunpower@enphase.com](mailto:support_sunpower@enphase.com). If the Covered Owner is unable to email these documents, they should contact Enphase Customer Support for further instructions.

## 7. Limitations and Exclusions.

- a. Except as expressly set forth in Section 6(d), this Limited Warranty does not include any cost of labor 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.
- b. 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.
- c. This Limited Warranty does not cover, and the term "Covered Product" does not include, any third-party products that may be installed with or used in connection with the Covered Products.
- d. 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 Documentation 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.

- e. 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.
  - f. This Limited 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 Covered Territory.
  - g. 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.
  - h. 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. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. 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 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..

**14. Arbitration.**

- a. ***Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires you (“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 (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, 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 <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 you 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 (1) determine the scope and enforceability of this Arbitration Agreement, and (2) 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 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:

##### United States and Canada:

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

Phone number: (877) 797-4743

##### Puerto Rico:

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

Phone number: +1 (800) 821-1487

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**Covered Products Schedule**  
**IQ Microinverters and Cables in SunPower ACMs**

**Effective Date:** August 9, 2018

**Covered Territory:** U.S., U.S. Territories (including Puerto Rico, Northern Mariana Islands, U.S. Virgin Islands, American Samoa, and Guam), and Canada

**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 as determined by the documentation provided by SunPower to Enphase; or (ii) nine (9) months following the date the Covered Product was manufactured, which will be used if no data regarding the activation of the Covered Product was provided to Enphase and Enphase is not otherwise reasonably able to determine such activation date.

Covered Products	Covered Product SKUs:	Limited Warranty Period
Enphase IQ Microinverters	IQ7A-72-E-ACM-INT IQ7AS-66-ACM-US IQ7AS-66-ACM-US-NM IQ7HS-66-E-ACM-US IQ7HS-66-M-ACM-US IQ7HS-66-M-ACM-US-NM IQ7HS-66-M-US IQ7PD-84-2-US IQ7X-96-2-US IQ7X-96-ACM-US IQ7XS-96-2-US IQ7XS-96-ACM-US IQ7XS-96-ACM-US-NM	25 years from the Activation Date
A/C Cables	Q-12-10-240 Q-12-20-200 Q-12-RAW-300 QS-12-10-240 QS-12-17-240 QS-12-20-200	25 years from the Activation Date

Failure to complete and return this Product Registration Form does not diminish your warranty rights.

Please return this form to:

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

(or, you may register on-line at <https://enphase.com/en-us/product-registration-en-us>)

First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
E-mail \_\_\_\_\_  
Phone Number (Area Code) \_\_\_\_\_

**Contact Address**

Street Address: \_\_\_\_\_  
Street Address (line 2) \_\_\_\_\_  
City \_\_\_\_\_  
State/Province \_\_\_\_\_ Zip Code \_\_\_\_\_

Address of installation: same as Contact Address? Yes / No  
(If, "Yes", Enphase will use Contact Address as Address of Installation)

**Address of Installation**

Street Address: \_\_\_\_\_  
Street Address (line 2) \_\_\_\_\_  
City \_\_\_\_\_  
State/Province \_\_\_\_\_ Zip Code \_\_\_\_\_

**Installer Information**

Installer Name \_\_\_\_\_  
Installer Contact Info \_\_\_\_\_  
E-mail \_\_\_\_\_  
Phone Number (Area Code) \_\_\_\_\_

**Product Information**

Microinverter SKU (e.g.: IQ7-60-2-US) \_\_\_\_\_  
Number of Units Installed \_\_\_\_\_  
Serial Numbers of Units installed \_\_\_\_\_  
\_\_\_\_\_

Purchased from \_\_\_\_\_  
Purchase Date (MM/DD/YY) \_\_\_\_\_  
Installation Date (MM/DD/YY) \_\_\_\_\_  
Permitted to Operate Date (MM/DD/YY) \_\_\_\_\_

I agree to receive critical product information about the registered products at the email and/or contact provided above.

Do you want us to send you product announcements and special offers? Yes / No