

This Limited Warranty is a voluntary manufacturer's warranty provided by Enphase Energy, Inc. ("**Enphase**") in respect of the products set forth below:

- IQ<sup>™</sup>7-series Microinverters ("Microinverter") which are continuously connected to the internet through an IQ<sup>™</sup> Gateway product listed below;
- Envoy-S<sup>™</sup> Metered Gateway ("Gateway");
- Mobile Connect; and
- Consumption CT; each a, "Covered Product".

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

You may also have certain consumer guarantees for goods supplied in New Zealand.

If you are a consumer and your Enphase Energy Covered Product is defective or does not conform with the contract of sale, you may be able to choose to make a claim under consumer laws in your jurisdiction or under this Limited Warranty (whichever is applicable).

## **Limited Warranty**

In addition to your rights under consumer laws in your jurisdiction, subject to the terms of this Limited Warranty (including the limitations and exclusions listed below), Enphase warrants to the Covered Owner (defined below) that the 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 Covered Product is (i) purchased from Enphase or an entity expressly authorized by Enphase to resell the covered Product (the "**Authorised Reseller**"), (ii) the Covered Product remains at the original End User location (the "**Original Location**"), and (iii) the Original Location is located within Australia or New Zealand.

## Covered Product (s) and Limited Warranty Period(s).

Covered Product(s)	Limited Warranty Period(s)
IQ7-series microinverters continuously connected to the internet through a Gateway product	10 years commencing on the earlier of (i) 4 months from the date the Covered Product is shipped from Enphase, or (ii) the date the Covered Product is activated* in Enphase's Enlighten™ system (such applicable date is referred to as the " <b>Warranty Start Date</b> ").
Envoy-S Metered Gateway	5 years from the Warranty Start Date.
Mobile Connect	5 years from the Warranty Start Date.
Consumption CT	5 years from the Warranty Start Date.

\*A Covered Product is considered "activated" when the PV solar system has received "permission to operate" by authorities having jurisdiction.

If Enphase repairs or replaces a Covered Product, the Limited Warranty will continue on the repaired or replacement product until the later of (i) the end of the original Limited Warranty Period as set in the table above or (ii) 90 days from the date of receiving the repaired or replacement product, as long as the repaired or replacement product is installed (and where the repaired or replacement product is a microinverter, connected to the internet through a Gateway) within 45 consecutive days from the date on which you receive the repaired or replacement product and remains continuously connected to the internet threafter.

This Limited Warranty is given only to the end user who acquired and put the Covered Product into use for the first time (the "End User") or to a subsequent end user (the "Transferee") (each of the End User or Transferee being a "Covered Owner") as long as (i) the Covered Product remains at 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 (each of the End User or Transferee being a "Covered Owner"). 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.

A claim under the Limited Warranty must be submitted by following the procedures set out in Paragraph 3 below (RMA Process).

This Limited Warranty is subject to certain limitations and exclusions, which are also described below.

## 1. Warranty Exclusions.

- i. This Limited Warranty will not apply in the following circumstances:
  - a) if the Covered Product is not registered with Enphase and (where the Covered Product is a microinverter) connected to the internet through a Gateway product (as described in the Installation and Operation Manual found at www.enphase.com) within 45 consecutive days following the Warranty Start Date and remains continuously connected to the internet thereafter;
  - b) if the Covered Product is not installed, operated, handled, or used in accordance with the Quick Install Guide (provided with the Covered Product) or Installation and Operation Manual or under conditions for which the Covered Product was not designed;
  - c) if the defect arises after the expiration of the Warranty Period;
  - d) if the Covered Product has been altered, modified or repaired (unless such alteration, modification or repair is made by Enphase or a third party acting on its behalf);
  - e) If the Covered Product has been misused, neglected, tampered with or otherwise damaged;
  - f) If the Covered Product has been used in an unsuitable environment, or in a manner contrary to the Installation and Operation Manual, or otherwise than in accordance with applicable laws or regulations;
  - g) if the Covered Product 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 Covered Product specifications set out in the Installation and Operation Manual, including high input voltage from generators or lightning strikes;
  - h) if the defect has been caused by another component of the attached solar system not manufactured by Enphase;

- i) if the original identification markings (including trademark or serial number) of the Covered Product have been defaced, altered, or removed;
- j) if the Grid Profile (utility approved operating parameters) of a Microinverter has been altered, and such alteration causes the product to malfunction, fail, or fail to perform; and/or
- k) if the defect occurs during shipping or transportation after the Covered Product is sold by Enphase to an Authorised Reseller.
- ii. In addition, this Limited Warranty does not cover:
  - a) the cost of labour for removal or installation of a Covered Product,
  - b) normal wear and tear or deterioration, or cosmetic, technical or design defects of a Covered Product which do not materially affect energy production or degrade form, fit, or function of the Covered Product;
  - c) theft or vandalism of the Covered Product;
  - d) the removal, installation or troubleshooting of the End User's or the Transferee's electrical systems; and/or
  - e) software programs installed in the Covered Product and/or the recovery and reinstallation of such software programs and data.

## 2. <u>Remedies.</u>

If Enphase confirms the existence of a defect that is covered by this Limited Warranty, Enphase will, at its option, either (i) repair or replace the Covered Product free of charge, or (ii) issue a prorated credit or refund for the Covered Product to the End User or Transferee in an amount equal to the current market value of the Covered Product 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 Covered Product, Enphase will, at its option, use new or reconditioned parts or products of original, comparable, or improved design.

3. <u>RMA Process.</u>

To make a claim under this Limited Warranty, the End User or Transferee must (i) notify the Authorised Reseller from whom the Covered Product(s) was purchased; (ii) provide proof of the original purchase; (iii) provide a description of the alleged defect; and (iv) provide the relevant serial number and the Warranty Start Date. End Users or Transferees that are unable to locate the Authorised Reseller from whom the Covered Product(s) was purchased should contact Enphase directly:

For in country support in Australia or New Zealand, please contact Enphase Customer Support at <u>http://enphase.com/global/au/</u> or by telephone at +61 1800 006 374 (Australia) or +64 09 887 0421 (New Zealand).

- 4. <u>Assignment.</u> To the extent permissible under the Australian Consumer Law, 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.
- 5. <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 Covered Product for domestic and private use. If you use the Covered Product 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 Covered Product or (c) for any other liability which cannot be limited or excluded under applicable law.
- 6. <u>Governing law</u>. This Limited Warranty is governed by and construed under the laws of Australia, and each party submits to the non-exclusive jurisdiction of the Australian courts. However, as a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in this Limited Warranty affects your rights as a consumer to rely on such mandatory provisions of local law.
- 7. <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:

Australia

https://enphase.com/en-au/support +61 1800 006 374 (Australia)

New Zealand

https://enphase.com/en-au/support +64 09 887 0421 (New Zealand)

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.

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