

Enphase Energy, Inc. Encharge™ Storage System Limited Warranty – Bermuda

1. **Limited Warranty.** Subject to the terms of this Limited Warranty, Enphase Energy, Inc. (“**Enphase**”) provides this Limited Warranty, which consists of both the “**Workmanship Warranty**” and the “**Capacity Retention Warranty**” described below, to the Covered Owner (defined below) for the product(s) covered by this Limited Warranty listed below and installed for use at the original end user location (the “**Original Location**”) (each a “**Covered Product**”), for the applicable product warranty period set forth below (each, a “**Warranty Period**”), provided that the Original Location is located within Bermuda. This Limited Warranty is valid only when the Covered Products are sold by Enphase itself or by an Enphase-authorized reseller and is valid to the extent permitted by the applicable laws of the territories mentioned above.

<u>Covered Product</u>	<u>Limited Warranty Period</u>
Enphase Encharge™ storage systems with SKUs Encharge-3-1P-NA or Encharge-10-1P-NA	The Limited Warranty Period begins on the earlier of (i) 9 months from the date of manufacture of the Covered Product and (ii) the date the Covered Product is activated at the Original Location (such applicable date referred to herein as the “ Warranty Activation Date ”) and ends on the earlier of (a) 10 years from the Warranty Activation Date, (b) 4,000 discharged cycles, or (c) 2.8MWh AC energy throughput per kWh of rated capacity.
Ensemble Communications Kit	5 years commencing on the Warranty Activation Date.

*A Covered Product is considered “activated” when the storage system has received “permission to operate” by authorities having jurisdiction.

- (a) The Limited Workmanship Warranty (the “**Workmanship Warranty**”). During the Limited Warranty Period, the Covered Product will, under use and conditions set out in the Quick Installation Guide and the Installation Manual, (1) materially conform to the Covered Product specifications set out in the Installation Manual and (2) 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. The Quick Installation Guide may be found at www.enphase.com/encharge-3-10-qig/ and the Operation Manual may be found at www.enphase.com/encharge-3-10-manual/.
- (b) The Limited Capacity Retention Warranty (the “**Capacity Retention Warranty**”). During the Warranty Period, the Covered Product will maintain the ability to store and discharge an energy capacity of at least seventy percent (70%) of the Covered Product nameplate rating, provided that: (1) the average annual internal temperature of the Covered Product (the “**Average Annual Internal Temperature**”) does not exceed twenty-three degrees Celsius (23°C) in any rolling one-year period and (2) the ambient temperature of the location where the Covered Product is installed (the “**Ambient Temperature**”) does not exceed (a) forty degrees Celsius (40°C) for

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five percent or more ($\geq 5\%$) of the Warranty Period; (b) fifty degrees Celsius (50°C) for more than one (>1) continuous hour; (c) fifty five degrees Celsius (55°C) at any time; or (d) goes below zero (0°C) for five percent or more ($\geq 5\%$) of the Warranty Period. Enphase will measure the Average Annual Internal Temperature by using the temperature sensors located inside the Covered Product. The rated capacity of the Covered Product is based on a 3.36 kWh charge capacity for Encharge-3-1P-NA, and 10.08 kWh charge capacity for Encharge-10-1P-NA as measured during a continuous charge from zero to full capacity at a current less than 8 A AC for Encharge-3-1P-NA and less than 24 A AC for Encharge-10-1P-NA and at a temperature of 25°C ($\pm 3^{\circ}\text{C}$).

2. Subject to Section 3, this Limited Warranty is also conditioned on the Covered Owner registering the Covered Product within forty-five (45) days from the date of first installation (the “**Registration**”) by either (1) completing and returning the registration card (found at the end of this Limited Warranty) to the address set forth in this Section 2; (2) registering on-line at www.enphase.com/register-my-product; or (3) registering through Enphase’s Enlighten™ application when an Envoy™ product or IQ combiner is purchased and installed as part of the PV solar or storage system.

Return Registration Card to:

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

3. For the purposes of this Limited Warranty, the “**Covered Owner**” shall mean the person or entity that purchases and installs (or has installed) the Covered Product from Enphase or an Enphase-authorized reseller at the Original Location. In addition, Covered Owner shall include subsequent transferees (each, a “**Transferee**”) as long as (1) the Covered Product remains at the Original Location, (2) the Transferee submits to Enphase a “Change of Ownership Form,” (3) 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 to the Transferee, and (4) if applicable, the Transferee complies with the Registration requirement in Section 2. The submission of a Change of Ownership Form is required for continued Limited Warranty coverage. 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>.
4. In addition to the exclusions in Section 8, the Limited Warranty does not apply to, and the term “Covered Product” shall not include, any third-party products that may be installed with the Covered Products at the Original Location.
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/en-us/support/return-merchandise-authorization-procedure>. If Enphase instructs the Covered Owner to return the Covered Product to Enphase, the RMA Procedure allows Covered Owners to generate a prepaid mailing label for the return. If a Covered Owner returns a Covered Product to Enphase (a) without an RMA from Enphase or (b) without all parts included in the original package, Enphase retains the right to either (1) refuse delivery of such return; or (2) charge a restocking fee equal to the higher of fifteen (15) per cent of the original Covered Owner’s purchase price of the Covered Product or the retail value of the

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missing parts. We recommend that Covered Owners use a tracking service for their protection.

- b. 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. Any Covered Product returned to Enphase that Enphase determines is not covered under this Limited Warranty, or that is returned to Enphase without a valid RMA, may be rejected, and returned at the Covered Owner's cost (subject to prepayment), or kept for 30 days for pick-up by the Covered Owner, and then disposed of in Enphase's sole discretion without further liability or obligation to Covered Owner.
- c. Once a returned Covered Product is received and inspected, Enphase will notify Covered Owner (or the installer authorized by Covered Owner to replace the Covered Product) that Enphase has received the returned Covered Product.

6. Remedies.

- a. During the applicable Warranty Period, if Enphase confirms the existence of a defect that is covered by the Limited Workmanship Warranty, Enphase will, at the Covered Owner's option, either (1) repair or replace the Covered Product free of charge, or (2) refund the Covered Owner the purchase price for the Covered Product. If a Covered Owner elects a repair or replacement of the Covered Product, Enphase is not obliged to repair or replace same if (i) Enphase is unable to provide a replacement, (ii) the cost of repair is greater than the value of the Covered Product, or (iii) such repair or replacement cannot be timely made. In the event of a defect, to the extent permitted by law, these are the Covered Owner's sole and exclusive remedies.
- b. During the applicable Warranty Period, if Enphase establishes the existence of a defect that is covered by the Limited Capacity Retention Warranty, Enphase will, at the Covered Owner's option either (1) repair or replace the Covered Product free of charge, (2) issue a pro-rated refund for the Covered Product to the Covered Owner in an amount up to its actual value at the time the Covered Owner notifies Enphase of the defect, or (3) issue a pro-rated credit for the capacity lost over the Warranty Period, towards the Covered Owner's purchase of a new Enphase Encharge™ storage system. Enphase is not obliged to repair or replace the Covered Product if (i) Enphase is unable to provide a replacement, (ii) the cost of repair is greater than the value of the Covered Product, or (iii) such repair or replacement cannot be timely made. In the event of a defect, to the extent permitted by law, these are the Covered Owner's sole and exclusive remedies.
- c. If Enphase repairs or replaces the Covered Product, (1) Enphase will, at its option, use new and/or reconditioned parts or products of original or improved design, and (2) 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 Covered Owner receives the repaired or replacement product, whichever is later.
- d. 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 2 weeks of Enphase's receipt of the Covered Product.

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7. Limited Warranty Limitations and Exclusions.

- a. This Limited Warranty does not include any cost of labor or other costs related to (1) un-installing Covered Product; (2) re-installing a repaired or replacement product, or (3) 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 apply to, and Enphase will not be responsible for, any defect in or damage to any products: (1) that have been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (2) 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 Quick Install Guide, Installation Manual, or applicable laws or regulations; (3) that have 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 applicable Covered Product Data Sheet (as published online at www.enphase.com), including high input voltage from generators or lightning strikes; (4) 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; (5) 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); (6) 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; (7) if the Covered Product is kept in an area where the Average Annual Internal Temperature of the Covered Product exceeds twenty-three degrees Celsius (23°C) in any rolling one-year period; or (8) if the Ambient Temperature (a) exceeds forty degrees Celsius (40°C) for five percent or more ($\geq 5\%$) of the Limited Warranty Period or; (b) exceeds fifty degrees Celsius (50°C) for more than one (>1) continuous hour; (c) exceeds fifty five degrees Celsius (55°C) at any time; or (d) goes below zero (0°C) for five percent or more ($\geq 5\%$) of the Limited Warranty Period.
 - d. The Limited Warranty does not cover cosmetic, technical or design defects, or shortcomings which do not materially influence or affect energy storage or degrade form, fit, or function of the Covered Products; noise or vibrations that are not excessive or uncharacteristic and do not impact the Covered Product's Performance; 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.
 - e. 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. No Enphase employee or authorized reseller is authorized to make any modification, extension, or addition to this Limited Warranty. 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.
8. **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.

9. 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. THIS DISCLAIMER SHALL NOT OPERATE TO DISCLAIM THE COVERED OWNER'S RIGHTS UNDER THE BERMUDA SALE OF GOODS ACT 1978 (AS AMENDED).

THE GRANT OF THIS LIMITED WARRANTY BY ENPHASE IS CONDITIONED UPON AGREEMENT BY THE COVERED OWNER 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 COVERED OWNER. THIS LIMITED WARRANTY GIVES COVERED OWNER SPECIFIC LEGAL RIGHTS, AND COVERED OWNER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

10. 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. THIS DISCLAIMER SHALL NOT OPERATE TO DISCLAIM THE COVERED OWNER'S RIGHTS UNDER THE BERMUDA SALE OF GOODS ACT 1978 (AS AMENDED).

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 Covered Owner.

- 11. Governing law.** This Limited Warranty shall be governed by the laws of Bermuda, without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction.

12. 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 (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).

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- c. **Arbitration Rules and Forum.** For any dispute with Enphase in connection with this Limited Warranty, Covered Owner agrees 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 60 days, both parties agree to resolve such dispute through binding arbitration. Unless the parties otherwise agree the place of arbitration shall be Bermuda and the arbitration shall be governed by the substantive and procedural law of Bermuda. The arbitration shall be deemed to be an international commercial arbitration under the Bermuda International Conciliation and Arbitration Act 1993 and in accordance with the UNCITRAL Arbitration Rules as at present in forces. The appointor shall be the Appointments' Committee of the Chartered Institute of Arbitrators, Bermuda Branch. If for any reason the Appointments' Committee decline or are unable to act, then the appointor shall be a Judge of the Supreme Court of Bermuda Commercial division. All costs of the arbitration shall be determined by the arbitration tribunal who may, taking into account the law and practice of the place of arbitration, direct to and by whom and in what manner they shall be paid. If the arbitrator finds that Covered Owner cannot afford to pay any arbitration filing, administrative, hearing and/or other fees and cannot obtain a waiver from the Appointments' Committee of the Chartered Institute of Arbitrators, Enphase will pay them for Covered Owner. In addition, Enphase will reimburse all such arbitration 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 (a) determine the scope and enforceability of this Arbitration Agreement, and (b) 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 arbitration tribunal 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 Supreme Court located in Bermuda. All other claims shall be arbitrated.

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- 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. 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.