

1. **The provider of this limited commercial warranty (“Commercial Warranty”) is:** Enphase Energy, Inc., with offices at 47281 Bayside Parkway Fremont, CA 94538 United States (“**Enphase**”). Enphase provides this Warranty to Covered Owners (defined below) in the France (the “**Territory**”). This Warranty is expressly granted on condition that the Covered Owner, or the permitted Beneficiary (defined below) has accepted and agreed to the terms, conditions and requirements contained in this Commercial Warranty.
  
2. **Scope of the Warranty:** This Warranty is effective for Covered Products (defined below) that are activated on or after March 20, 2023 *unless* a newer limited commercial warranty has been posted which applies to the Covered Product’s Activation Date (defined below). Always check <https://enphase.com/fr-fr/warranty/france> for the correct limited warranty governing your Covered Product (defined below). Subject to the terms of this Warranty, Enphase provides this Warranty to the Covered Owner (defined below) with respect to the product(s) listed below and installed for use at the original end user location (the “**Original Location**”) (each a “**Covered Product**”) for the applicable limited warranty period set forth below (each, a “**Warranty Period**”), provided that the Original Location is located within the Territory. If the Covered Product is defective or malfunctioning during the Warranty Period, the Covered Owner can obtain service under this Commercial Warranty by following the procedure as outlined in Article 7 of this Commercial Warranty.

Please note that consumers benefit from the legal warranty of conformity and legal warranty against hidden defects under the French consumer law. This Commercial Warranty is without prejudice to such statutory rights. Please refer to sections 5 and 15 for further information.

This Commercial Warranty is valid only when the Covered Products are sold to the Covered Owner by Enphase itself or by an Enphase authorized reseller.

<b>Covered Products</b>	<b>Warranty Period(s)</b>
IQ Battery with SKUs (“ <b>IQ Battery Product</b> ”): Encharge-3T-1P-INT Encharge-10T-1P-INT	The Warranty Period <b>begins</b> on the Activation Date (defined below) and <b>ends</b> on the earlier of (a) 10 years from the Activation Date, (b) 3,600 discharged cycles, or (c) 2.8MWh AC energy throughput per kilowatt-hour (“ <b>kWh</b> ”) of rated capacity.
IQ Gateway ENV-S-EM-230 ENV-S-WM-230	5 years from the Activation Date
IQ Relay Q-RELAY-1P-INT Q-RELAY-3P-INT	5 years from the Activation Date
Mobile Connect CELLMODEM-M1-06-AT-05 CELLMODEM-02	5 years from the Activation Date
Consumption CT CT-100-SPLIT CT-100-SPLIT-ROW	5 years from the Activation Date
COMMS KIT COMMS-KIT-01-INT	5 years from the Activation Date

For purposes of this Warranty, “**Activation Date**” means the following:

For Covered Products that are IQ Battery Products (each a “**Covered IQ Battery Product**”) only:  
The earlier of (i) the “Energize by” date indicated on the IQ Battery Product packaging or (ii) the date the IQ

Battery Product is activated at the Original Location via the Enphase Installer Portal and (iii) has received permission to operate by the authorities having jurisdiction.

For all other Covered Products: The earlier of (i) the date the Covered Product is registered with Enphase through the Enphase App, or (ii) the date the Covered Product is activated at the Original Location via the Enphase's Installer Portal; and (iii) has received permission to operate by the appropriate competent operators/authorities in the Territory.

### 3. **Additional Warranties for Covered Products.**

- a. The Limited Workmanship Warranty (the "Workmanship Warranty"). During the Warranty Period, the Covered Product will, under the use and conditions set out in the Quick Installation Guide, (i) materially conform to the Covered Product specifications set out in the Quick Installation Guide 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. The Quick Installation Guide may be found at <https://enphase.com/fr-fr/installers/resources/documentation>
- b. The Limited Capacity Retention Warranty (the "Capacity Retention Warranty"). Additionally, during the Warranty Period, the Covered IQ Battery Product will maintain the ability to store and discharge an energy capacity of at least eighty percent (80%) of the Covered IQ Battery Product nameplate rating, provided that:
  - (i) the average annual internal temperature (cell temperature) of the Covered IQ Battery Product (the "**Average Annual Internal Temperature**") does not exceed thirty-five degrees Celsius (35°C) in any rolling one-year period; and
  - (ii) the ambient temperature of the location where the Covered IQ Battery Product is installed (the "**Ambient Temperature**") does not exceed:
    - (A) thirty-nine degrees Celsius (39°C) for a total of 438 hours or more in any consecutive 12-month period during the Warranty Period;
    - (B) forty-nine degrees Celsius (49° C) for a total of 160 hours or more in any consecutive 12-month period during the Warranty Period; or
    - (C) fifty-four degrees Celsius (54°C) at any time during the Warranty Period.

Enphase will calculate the Average Annual Internal Temperature by using the temperature detected by the sensors located inside the Covered IQ Battery Product less six degrees Celsius (6°C). The rated capacity of the Covered IQ Battery Product is based on (I) 3.5 kilowatt-hour direct current ("kWhdc") charge capacity for Encharge-3T-1P-INT as measured during a continuous charge from zero to full capacity at a current less than 8 A AC and at an Ambient Temperature of 25°C (+/- 3°C), and (II) 10.5 kWhdc charge capacity for Encharge-10T-1P-INT, as measured during a continuous charge from zero to full capacity at a current less than 24 A AC at an Ambient Temperature of 25°C (+/- 3°C).

4. **Warranty recipient:** this Commercial Warranty is granted only to the end user who first purchased and put into use the Covered Product (the "**End User**") or to a subsequent end user who uses the Covered Product (the "**Beneficiary**") (each End User or Beneficiary is a "**Covered Owner**"), provided that (i) the Covered Product remains at the Original Location and (ii) the Beneficiary submits a "Change of Ownership Form" to Enphase within 30 days from the date of transfer to the Beneficiary. Such notice is required for the continued coverage under this Commercial Warranty. The Change of Ownership Form is available at [https://www4.enphase.com/fr-fr/support/comment-puis-je-transf%C3%A9rer-la-propr%C3%A9t%C3%A9-d%E2%80%99un-syst%C3%A8me-enphase?\\_ga=2.94045533.1709834027.1679008146-920283381.1678239274](https://www4.enphase.com/fr-fr/support/comment-puis-je-transf%C3%A9rer-la-propr%C3%A9t%C3%A9-d%E2%80%99un-syst%C3%A8me-enphase?_ga=2.94045533.1709834027.1679008146-920283381.1678239274).
5. **Additional rights:** This Commercial Warranty gives you as the Covered Owner specific legal rights if there is a problem with the Covered Product. **This Commercial Warranty is in addition to, and does not affect, any rights the Covered Owner may have under consumer protection laws in the Territory as further described in Section 15 (Consumer Protection Rights) of this Commercial Warranty.**
6. **Continuous connectivity:** The Covered Products should be continuously connected to the internet during the applicable Warranty Period, except when interrupted by causes outside of the Covered Owner's reasonable control. This will help ensure that potential defects in the Covered Product can be diagnosed remotely and that the Covered Product can receive over-the-air firmware updates.

7. **Services under this Commercial Warranty:** If Enphase confirms the defect that is covered by this Commercial Warranty, Enphase will, at its sole discretion, either (a) repair or replace the Covered Product free of charge or (b) grant to the Covered Owner a proportionate set-off or refund for the Covered Product equal to the current market value of the Covered Product at the time the Covered Owner notifies Enphase of the defect. If Enphase elects to repair or replace the Covered Product, Enphase shall, at its option, use new or refurbished parts or products of original, similar or improved design.
8. **Warranty period after repair or replacement:** If Enphase repairs or replaces a Covered Product, the Commercial Warranty on the repaired or replaced product shall continue until (a) the end of the original Warranty Period, as indicated in the table above, or, provided this is later (b) 90 days from the date of receipt of the repaired or replaced product, provided that the repaired or replaced product is installed and connected to the internet as described in the installation and operation manual within 45 consecutive days from the date the repaired or replaced product is received.
9. **Commercial Warranty exclusions:**
- a. This Commercial Warranty does not apply in the following circumstances:
- (i) if the Covered Product is not registered with Enphase within 45 consecutive days of the Warranty Start Date or is not connected to the internet as described in the installation and use manual available via <https://enphase.com/fr-fr/installers/resources/documentation>
  - (ii) if the Covered Product is not installed or used in accordance with the quick installation guide (supplied with the Covered Product) or the installation and use manual, or is installed or used under conditions for which the Covered Product is not intended;
  - (iii) if the defect arises after the Warranty Period has expired;
  - (iv) if the Covered Product has been altered, modified or repaired (unless such alteration, modification or repair has been carried out by Enphase or a third party acting on its behalf);
  - (v) if the Covered Product has been misused, neglected, tampered with or otherwise damaged;
  - (vi) if the Covered Product has been used in a manner contrary to applicable law;
  - (vii) if the Covered Product has been exposed to fire, water, general corrosion, biological infestations, natural phenomena, or an input voltage that generates operating conditions above the maximum or minimum limits stated in the specifications of the Covered Product, including elevated input voltage due to generators or lightning. This information can be found in the installation and operation manual;
  - (viii) if the problem has been caused by another component of a connected system that was not manufactured by Enphase;
  - (ix) if the original identification markings on the Covered Product, including the serial number or trademark, have been altered, modified or obliterated;
  - (x) If the network profile (service approved operating parameters) of a microinverter has been altered and this has caused the product to malfunction, fail or break down;
  - (xi) 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; and
  - (xii) if (1) the IQ Battery Product is kept in an area where the Average Annual Internal Temperature of the IQ Battery Product exceeds thirty-five degrees Celsius (35°C) in any rolling one-year period; or (2) the Ambient Temperature exceeds the values set forth in Sections 3(b)(ii)(A) through 3(b)(ii)(C), respectively, or goes below zero (0°C) for five percent or more ( $\geq 5\%$ ) of the Warranty Period.
- b. In addition, this Commercial Warranty also does not cover:
- (i) ordinary wear and tear or cosmetic, technical and design defects in a Covered Product that do not materially affect the energy output or impair the form, fit or function of the Covered Product;
  - (ii) theft of the Covered Product or acts of vandalism against it;
  - (iii) the removal or installation of the Covered Owner's electrical systems or the detection of faults in those systems; and/or
  - (iv) software programmes installed in the Covered Product and/or the recovery and reinstallation of such software programmes and data.
- c. IQ Batteries are not intended for use as a primary or backup power source for life support systems, other medical devices, or other uses where product failure could result in injury, loss of life, or

catastrophic property damage. Enphase shall not be liable for any damages resulting from such use of the IQ Battery. Further, Enphase reserves the right to refuse to provide support in connection with such use and shall not be liable for any damages resulting from the provision or refusal of support for the IQ Battery under such circumstances.

**10. How to obtain service under this Commercial Warranty:** The following will govern how Enphase will provide the service under this Commercial Warranty:

- 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/sites/default/files/2021-02/RMA-France.pdf>. Unless Enphase specifically instructs the Covered Owner otherwise, the Covered Owner must return the allegedly defective Covered Product to Enphase in the original packaging or in an adequately protecting packaging. We recommend that Covered Owners use a tracking service for their protection. The RMA procedure allows Covered Owners to generate a prepaid mailing if you need to send your Covered Product in for service. You will be required to pay shipping costs in circumstances if your Product is not covered by this Commercial Warranty.
- b. If a Covered Owner returns a Covered Product to Enphase (i) without an RMA from Enphase or (ii) without all parts included in the original or in an adequately protecting package, Enphase retains the right to either (1) refuse delivery of such return; or (2) charge a restocking fee which would in any case not exceed the highest amount 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.
- c. If the claim is justified based on this Commercial 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 Commercial 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.
- d. 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.

**11. Transfer to third parties:** Enphase expressly reserves the right to novate or transfer its rights and obligations under this Commercial Warranty to a third party that demonstrably possesses the expertise and necessary resources required to effectively perform the obligations under this Commercial Warranty. Such transfer will only be possible to the extent it does not affect your statutory rights, nor your rights deriving from this Commercial Warranty.

**12. Limitation of liability:**

- a. Enphase does not warrant that the operations of the Product will be uninterrupted or error-free. Enphase will not be responsible for any loss or damage which is not Enphase’s fault, or any fault of the agents acting under the direction of Enphase 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 Enphase and the Covered Owner knew it might happen.
- b. If the Covered Owner is a commercial entity and uses 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.
- c. Nothing in this Commercial Warranty will limit or exclude Enphase’s liability for (i) death or personal injury caused by its negligence, (ii) fraud or fraudulent misrepresentation, (iii) any breach of the Covered Owner’s legal rights in relation to the Covered Product or (iv) for any other liability which cannot be limited or excluded under applicable law.
- d. Nothing in this Commercial Warranty constitutes a limitation or exclusion of liability of Enphase that cannot be limited or excluded under applicable law, including, but not limited to, liability arising under the European Product Liability Directive (85/374/EEC) as implemented in national law by Member States.

**13. Governing law:** This Commercial Warranty shall be governed by and construed in accordance with French law. As a consumer, you may bring legal proceedings against Enphase before the competent courts of France, of the EU country in which Covered Owner resides or where Enphase is domiciled, and you may benefit from the mandatory provisions of the law of your country of residence. Nothing in this Commercial Warranty shall affect your rights as a consumer to invoke such mandatory provisions of local law.

**14. Severability:** if any term in this Warranty is found to be unlawful or unenforceable, that term shall be excluded from this Warranty and the lawfulness or enforceability of the remaining terms and conditions shall not be affected.

**15. Consumer Protection Rights:**

For the purposes of the disclaimer below, “consumer” shall mean “Covered Owner”, and “professional” or “seller” shall mean the “*the entity who sold the Covered Products to the Covered Owner, Enphase itself or the Enphase authorized reseller, as the case may be*”.

The consumer has a period of two years from the date of delivery of the goods to obtain the implementation of the legal guarantee of conformity in the event of a lack of conformity. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance.

Where the contract for the sale of the goods provides for the supply of digital content or digital service continuously over a period of more than two years, the legal guarantee shall apply to that digital content or digital service throughout the period of supply provided. During this period, the consumer is only required to establish the existence of the lack of conformity of the digital content or service and not the date of its appearance.

The legal guarantee of conformity entails the obligation for the professional, where applicable, to provide all updates necessary to maintain the conformity of the goods.

The legal guarantee of conformity gives the consumer the right to have the repair or replacement of the goods within thirty days of his/her request, free of charge and without any significant inconvenience to him/her.

If the goods are repaired under the legal guarantee of conformity, the consumer benefits from a six-month extension of the initial guarantee.

If the consumer asks for the goods to be repaired, but the seller imposes the replacement, the legal guarantee of conformity is renewed for a period of two years from the date of the replacement of the goods.

The consumer may obtain a reduction in price by keeping the goods or may terminate the contract by obtaining a full refund in exchange for the return of the goods, if:

1. The seller refuses to repair or replace the goods;
2. The repair or replacement of the goods takes place after a period of thirty days;
3. The repair or replacement of the goods causes significant inconvenience to the consumer, in particular where the consumer definitively assumes the costs of returning or removing the non-conforming goods, or if he assumes the costs of installing the repaired or replacement goods;
4. The non-conformity of the goods persists despite the seller's unsuccessful attempt to bring them into conformity.

The consumer is also entitled to a reduction in price of the goods or rescission of the contract where the lack of conformity is so material as to justify immediate reduction in price or rescission of the contract. In such case, the consumer is not required to request repair or replacement of the product beforehand.

The consumer is not entitled to rescind the sale if the lack of conformity is minor.

Any period of immobilization of the goods for the purpose of restoring its conformity suspends the warranty that was still running until the goods are supplied in conformity again.

The rights mentioned above result from the application of articles L. 217-1 to L. 217-32 of the French Consumer Code.

A seller who obstructs in bad faith the implementation of the legal guarantee of conformity is liable to a civil fine of up to 300,000 euros, which can be increased to 10% of the average annual turnover (article L. 241-5 of the Consumer Code).

The consumer also benefits from the legal guarantee of hidden defects in application of articles 1641 to 1649 of the Civil Code, for a period of two years from the discovery of the defect. This guarantee gives the right to a price reduction if the goods are kept or to a full refund against return

of the goods.

**16. Enphase Contact Information:** If you have questions, you may contact Enphase at:

Phone: +33 (0)9 70 73 10 76

Email: [https://www4.enphase.com/fr-fr/support-client/nous-contacter#register\\_form](https://www4.enphase.com/fr-fr/support-client/nous-contacter#register_form)

Web page: <https://www4.enphase.com/fr-fr/support-client/nous-contacter>

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