

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

1. **Limited Warranty.** This Limited Warranty, which consists of both the “Workmanship Warranty” and the “Capacity Retention Warranty” described below, is a voluntary manufacturer’s warranty provided by Enphase Energy, Inc. (“**Enphase**”) in respect of the “**Products**” as defined. All persons that fall under the definition of “**Owner**” as defined under point 3 may rely on this Limited Warranty within the applicable “**Warranty Period**” set forth below. This Limited Warranty is valid only when the Products are sold by Enphase itself or by an Enphase-authorized reseller and as long as the Products are installed for use at the original location of the end user (the “**Original Location**”) in Germany.

<u>Product</u>	<u>Warranty Period</u>
Enphase Encharge™ storage systems with the following SKUs: Encharge-3T-1P-INT Encharge-10T-1P-INT	The Limited Warranty Period begins on the earlier of (i) 9 months from the date of manufacture of the Product and (ii) the date the Product is activated* at the Original Location in Germany (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) 3,600 discharged cycles, or (c) 2.8MWh AC energy throughput per kWh of rated capacity.

*A 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 Warranty Period, the Product will, under use and conditions set out in the Quick Installation Guide and the Installation Manual, (1) materially conform to the 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 <https://www4.enphase.com/sites/default/files/Encharge3T-10T-QIG-EN-UK.pdf> and the Operation Manual may be found at <https://www4.enphase.com/sites/default/files/Encharge-User-Guide-EN-UK-05-27-2021.pdf>.
- (b) The Limited Capacity Retention Warranty (the “**Capacity Retention Warranty**”). During the Warranty Period, the Product will maintain the ability to store and discharge an energy capacity of at least eighty percent (80%) of the Product nameplate rating, provided that: (1) the average annual internal temperature of the 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 Product is installed (the “**Ambient Temperature**”) does not exceed (a) forty degrees Celsius (40°C) for five percent or more (≥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

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percent or more (≥5%) of the Warranty Period. Enphase will measure the Average Annual Internal Temperature by using the temperature sensors located inside the Product. The rated capacity of the Product is based on a 3.5 kWh charge capacity for Encharge-3T-1P-INT, and 10.5 kWh charge capacity for Encharge-10T-1P-INT as measured during a continuous charge from zero to full capacity at a current less than 8 A AC for Encharge-3T-1P-INT and less than 24 A AC for Encharge-10T-1P-INT at a temperature of 25°C (+/- 3°C).

2. If Enphase repairs or replaces a 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 receipt of the repaired or replacement product, as long as the repaired or replacement product is installed and connected to the internet through an Envoy (as described in the Installation and Operation Manual found at www.enphase.com) within 45 consecutive days from the date on which you receive the repaired or replacement product and remains continuously connected to the internet thereafter.
3. For the purposes of this Limited Warranty, the “**Owner**” shall mean the person or entity that for the first time purchases and installs (or has installed) the Product from Enphase or an Enphase-authorized reseller at the Original Location in Germany. In addition, Owner shall include subsequent transferees (each, a “**Transferee**”) as long as (1) the Product remains at the Original Location in Germany, (2) the Transferee submits to Enphase a “Change of Ownership Form,” and (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. 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 7, the Limited Warranty does not apply to, and the term “Product” shall not include, any third-party products that may be installed with the Products in Germany.
5. **How to Obtain Warranty Service.**
 - a. To obtain warranty service for a Product, the Owner must comply with the Return Merchandise Authorization (RMA) Procedure available at <https://enphase.com/sites/default/files/2021-02/RMA-Germany.pdf>. If Enphase instructs the Owner to return the Product to Enphase, the RMA Procedure allows Owners to generate a prepaid mailing label for the return. If an Owner returns a 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 Owner’s purchase price of the Product or the retail value of the missing parts. We recommend that Owners use a tracking service for their protection.
 - b. By returning a Product, Owner hereby acknowledges that ownership of the Product is transferred to Enphase upon Enphase’s receipt of the Product. If the claim is justified based on this Limited Warranty, Enphase will bear the cost of shipping the repaired or replacement Product to Owner (or to the installer authorized by Owner to replace the Product) at the Original Location in Germany. Any 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 Owner’s cost (subject to prepayment), or kept for 30 days for pick-up by the Owner, and then disposed of in Enphase’s sole discretion without further liability or obligation to Owner.

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- c. Once a returned Product is received and inspected, Enphase will notify Owner (or the installer authorized by Owner to replace the Product) that Enphase has received the returned 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 Enphase's option, either (1) repair or replace the Product free of charge, or (2) refund the Owner the actual purchase price for the Product less reasonable depreciation based on use at the time the Owner notifies Enphase of the defect. Enphase will not elect to issue a refund unless (i) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (ii) Owner is willing to accept such a refund. In the event of a defect, to the extent permitted by law, these are the Owner's sole and exclusive remedies against Enphase as manufacturer.
- 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 Enphase's option, either (1) repair or replace the Product free of charge, (2) issue a pro-rated refund for the Product to the Owner in an amount up to its actual value at the time the Owner notifies Enphase of the defect, or (3) issue a pro-rated credit for the capacity lost over the Warranty Period, as determined in Enphase's sole discretion, towards the Owner's purchase of a new Enphase Encharge™ storage system. Enphase will not elect to issue a refund or a credit unless (i) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (ii) Owner is willing to accept such a refund
- c. If Enphase repairs or replaces the 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 Warranty Period or ninety (90) days from the date 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 Product), such refund or credit, as applicable, will be processed and paid within 2 weeks of Enphase's receipt of the Product.

7. Limited Warranty Limitations and Exclusions.

- a. This Limited Warranty does not apply if the Product is not connected to the internet either through an Enphase Envoy™ product (as described in the Quick Installation Guide and Operation Manual [described](#) in Section 1(a) above) within 45 consecutive days following the Warranty Start Date and does not remain continuously connected to the internet thereafter, except where the failure to maintain connectivity is due to causes outside the end user's control.
- b. This Limited Warranty does not include any cost of labor or other costs related to (1) un-installing Product; (2) re-installing a repaired or replacement product, or (3) the removal, installation or troubleshooting of the Owner's electrical systems.
- c. 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.
- d. 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 by Owner or a third party; (2) that have been improperly installed, operated, handled or used by Owner or a third party, including use under conditions for which the Product was not designed, use in an

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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 Products or any damage to the 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 by Owner or a third party (other than by fading through regular wear and tear); (6) if the Grid Profile (utility approved operating parameters) of the Product has been altered by Owner or a third party, and such alteration causes the product to malfunction, fail, or fail to optimally perform; (7) if the Product is kept in an area where the Average Annual Internal Temperature of the 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 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 Warranty Period.

- e. 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 Products; noise or vibrations that are not excessive or uncharacteristic and do not impact the 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 Product. The Limited Warranty does not cover costs related to the removal, installation, or troubleshooting of the Owner's electrical systems.
- f. For the avoidance of doubt, software programs installed in the 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 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.
- g. Your Encharge storage unit is 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 Encharge storage unit. 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 Encharge storage device in such circumstances. The above exclusion have no influence on the consumer's potential claims within the scope of his statutory consumer rights, e.g. under the German Civil Code.
- h. The Limited Warranty is excluded as long as the Product is not "activated". A Product is considered "activated" when the storage system has received "permission to operate" by authorities having jurisdiction.

8. Novation and Assignment.

- (a) Enphase expressly reserves the right to novate its rights and obligations under this Limited Warranty. Enphase right to novate is limited to cases where a novation can reasonably be expected of the end user when the interests of Enphase are taken into account.

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(b) Enphase expressly reserves the right to assign to a third party with the demonstrated expertise and requisite resources needed to effectively discharge the obligations hereunder.

9. **Limitation of Liability.**

Subject to the foregoing, Enphase shall be liable only in accordance with the following provisions:

Except from defects in workmanship and materials, for which Enphase is liable regardless of fault during the Warranty Period, Enphase will only accept liability for claims for damages in tort, regardless of their legal grounds, including default, breach of contractual obligations or duties during contract negotiations, acts in tort, product liability (except for liability under the German Product Liability Act) where such damages have been caused by willful intent or gross negligence. Liability for slight negligence is excluded, except in cases where essential contractual obligations are violated in a way that jeopardizes the purpose of the contract (“**Cardinal Obligation**”). The term Cardinal Obligation signifies in abstract terms obligations of which the fulfilment allows for the proper execution of the agreement in the first place and on the fulfilment of which the contractual parties can regularly rely on. If a Cardinal Obligation is violated, Enphase’s liability is limited to the damage that was typical and foreseeable at the time the agreement was made. This limitation does not apply if the Owner has suffered injuries to life, limb or health. **Governing law.** This Limited Warranty shall be governed by the laws of Germany without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction.

10. **Further Rights of End User**

This Limited Warranty applies in addition to statutory rights available to consumers under German consumer laws, including under the German Civil Code (Bürgerliches Gesetzbuch, “BGB”). It explicitly does not limit any statutory consumer rights.

11. **Jurisdiction (not for consumers)**

In case the end user is not a consumer the courts of Hamburg have exclusive jurisdiction for all claims arising out of or in connection with this Limited Warranty.

11. **Contact details:**

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

Customer Support : +49 (0) 89 3803 8999
 support_emea@enphase.com