

Limited Warranty for PV Modules sold with Microinverters

-Valid only for consumers in New Zealand-

Dear Valued Customer,

Congratulations on the purchase of this product. This photovoltaic module and attached AC microinverter represent a teaming of a photovoltaic module by Maxeon together with a microinverter produced by Enphase. The limited warranty for the photovoltaic module is attached as **Exhibit A**. The limited warranty for the microinverter is attached as **Exhibit B**. Though each of the photovoltaic module and microinverter have separate warranties, please contact Enphase at <https://enphase.com/support/> for all support issues pertaining this module and microinverter. Enphase will direct support issues pertaining to the PV Modules to Maxeon.

SUBJECT AT ALL TIMES TO THE LIMITATIONS UNDER APPLICABLE LAW (INCLUDING APPLICABLE CONSUMER GUARANTEES THAT CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED), THE LIMITED WARRANTIES IN EXHIBITS A AND B EXPRESSLY CONTAIN THE SOLE AND EXCLUSIVE WARRANTY APPLICABLE TO EACH OF THE PV MODULE MANUFACTURED BY MAXEON AND THE MICROINVERTER MANUFACTURED BY ENPHASE. ALL OTHER WARRANTIES, CLAIMS, PROMISES, AND REPRESENTATIONS (IF ANY) ARE EXPRESSLY DISCLAIMED, DENIED AND VOID.

FOR CONSUMERS IN NEW ZEALAND, PLEASE NOTE OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER APPLICABLE 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.



EXHIBIT A: Limited Warranty for PV Modules sold with Microinverters

1. Limited Product and Power Warranties

Effective Date: July 1, 2023.

PV Module(s). This Limited Warranty is effective for photovoltaic modules from Maxeon Solar Technologies, Ltd. (“Maxeon”) installed in New Zealand with the model numbers listed in the Warranty Table sold after the Effective Date (the “PV Modules”). The PV Module(s) exclude any power electronic, external connector, jumper, microinverter or other external device included or sold with the PV Modules.

Warranty Start Date. The Warranty Start Date is the earlier of: (i) the date of array interconnection, and (ii) 6 months following delivery of the PV Modules. If the delivery date cannot be verified, then the manufacturing date will be used in its place.

Product Warranty. Subject at all times to the terms and conditions in this Limited Warranty, Maxeon warrants the PV Modules will be free from defects in materials and workmanship that materially impact the functioning of the PV Modules under normal application, installation, use and service conditions during the Product Warranty Term, as set forth in the Warranty Table.

Power Warranty. Subject at all times to the terms and conditions in this Limited Warranty, Maxeon warrants the PV Modules will have a Measured Peak Power¹ of at least the Guaranteed Peak Power during the Power Warranty Term, as set forth in the Warranty Table.

Registration. The 40-year Warranty Terms for applicable PV Modules are subject to the terms of this Limited Warranty and conditional upon digital “Registration” of the PV Modules in accordance with <https://sunpower.maxeon.com/au/solar-products/warranty>, including acceptance of applicable Maxeon terms of use and privacy policies. If the PV Modules are not digitally registered within 6 months of the Warranty Start Date, then the Warranty Terms are each 25 years, as set forth in the Warranty Table.

Warranty Table.

PV Modules	Product Warranty Term	Power Warranty Term	Guaranteed Peak Power (a percentage of “Minimum Peak Power,” which is the rated power shown on the label for the PV Module)
SPR-MAXy-xxx-Ex-AC	40 years from the Warranty Start Date (25 years if no Registration)	40 years from the Warranty Start Date (25 years if no Registration)	98% of the Minimum Peak Power for the 1 st year of the Power Warranty Term, reduced by 0.25% at the beginning of each subsequent year of the Power Warranty Term, down to 88.25% for the final, 40 th year, and 92% for the final, 25 th year, if no Registration.
SPR-Py-xxx-Ex-AC	25 years from the Warranty Start Date	25 years from the Warranty Start Date	98% of the Minimum Peak Power for the 1 st year of the Power Warranty Term, reduced by 0.45% at the beginning of each subsequent year of the Power Warranty Term, down to 87.2% for the final, 25 th year.

MICROINVERTER WARRANTY. THIS LIMITED WARRANTY EXCLUDES AND DISCLAIMS ALL WARRANTIES, CONDITIONS AND GUARANTEES PERTAINING TO THE MICROINVERTER(S) INCLUDED WITH THE PV MODULE(S). ENPHASE ENERGY, INC. (“ENPHASE”) PROVIDES A LIMITED WARRANTY (THE “MICROINVERTER WARRANTY”), WHICH CAN BE REVIEWED AT [HTTPS://ENPHASE.COM/WARRANTY](https://enphase.com/warranty) AND IN EXHIBIT B. THE MICROINVERTER WARRANTY IN EXHIBIT B SHALL CONTROL IN CASE OF ANY DISCREPANCY WITH ANY VERSION AVAILABLE ONLINE.

2. Customer Support, Claims Process and Coverage

Please contact Enphase at <https://enphase.com/support/> for all support issues pertaining to PV Modules that include an Enphase microinverter. Enphase will direct support issues, including potential warranty claims, pertaining to the PV Modules to Maxeon. You may contact Maxeon at customers@maxeon.com for claims covered by this Limited Warranty.

Maxeon may require additional information to validate the claim, including: applicable warranty registration information; itemized proof of purchase, delivery or installation information; serial and model numbers; and evidence regarding the basis of claim. All Maxeon obligations hereunder are expressly contingent upon the timely and full provision of such additional information that is reasonably required to validate the claim. Claims subject to the exclusions set forth in Section 4 will be rejected. Returned PV Modules will not be accepted unless prior written authorization has been provided by Maxeon.

For a validated claim made during the applicable Warranty Term, Maxeon will either repair, replace, or refund the covered PV Modules. Subject to Applicable Law, Maxeon has sole discretion in determining repair, replacement, or refund for each claim. For repairs and replacements, Maxeon will pay reasonable, customary transportation costs for the return of covered PV Modules from, and the shipment of repaired or replacement PV Modules to, the place where the covered PV Modules were originally delivered by Maxeon. Replacement PV Modules may be refurbished or remanufactured PV Modules, will be electrically and mechanically compatible with the covered PV Modules, and will have a substantially equal or greater power rating.

Subject to Applicable Law, for PV Modules originally installed in New Zealand by Maxeon, any affiliate of Maxeon, or a Maxeon Authorised Partner, Maxeon will pay reasonable, necessary, and actual removal and reinstallation service costs of repaired or replaced PV Modules, up to AU\$375 for up to 5 PV Modules and AU\$75 per PV Module thereafter; provided, (a) Maxeon has sole, reasonable discretion to select the service provider performing such services, and (b) Maxeon will pay the service provider for such service costs.

If Maxeon issues a refund under a valid Product or Power Warranty claim, then Maxeon will refund the original purchase price, minus the market price of any included external devices (such as a microinverter), for the first five years of the applicable Warranty Term, and

¹ “Measured Peak Power” is a measurement of the watt peak of a PV Module at Standard Test Conditions (1000W/m² irradiance, AM1.5, 25C. SOMS current, LACCS FF and Voltage from NREL calibration), as described in IEC61215, measured per IEC60904, and accounting for 3% measurement tolerance. Measured Peak Power measurements require a sweep rate of no less than 200ms to ensure an accurate power measurement. Maxeon can provide a detailed testing procedure or a list of recognized testing agencies upon request.

then linearly depreciate the refund amount by 2.78% per year for 40-year Warranty Terms, 13.5% per year for 12-year Warranty Terms, and 4.75% per year for 25-year and other Warranty Terms (the "Claim Value"), provided that for a valid Power Warranty claim, Maxeon will refund the Claim Value multiplied by the percentage difference between the Guaranteed Peak Power percentage and the Measured Peak Power percentage (both as a percentage of the Minimum Peak Power). If the original purchase price cannot be substantiated, then Maxeon will use the current market value instead of the original purchase price to determine the Claim Value.

3. General Conditions for Warranty Claims

- a) Any and all coverage, right, and performance under this Limited Warranty is expressly conditioned upon full payment (including full payment of any charges for interest or late payment) due to Maxeon.
- b) Maxeon has no obligations under this Limited Warranty if there are outstanding charges or payments for PV Modules that are the subject of a warranty claim.
- c) All warranty claims hereunder must be filed within the applicable Warranty Term. Any warranty claim filed outside the applicable Warranty Term, including any claim for a latent or undiscovered defect, is invalid and will be rejected by Maxeon.
- d) The Product and Power Warranty Terms for any repaired or replaced PV Module shall not extend beyond the original terms.
- e) When PV Modules are used on a mobile platform of any type, such as a vehicle (not including trackers), the Product and Power Warranty Terms shall each be limited to 12 years.
- f) When PV Modules are used in a system over 500 kW or on a ground-mount application, such as a tracker or carport, the Product and Power Warranty Terms shall each be limited to 25 years unless written approval is provided by Maxeon and the PV Modules are digitally registered.
- g) PV Modules used with floating mounting systems are excluded entirely from this Limited Warranty unless prior written approval is obtained from Maxeon, subject to any terms, conditions, and changes as may be set out in such written approval.
- h) In cases of PV Module replacement, title to any replaced PV Module shall pass to Maxeon.
- i) All warranty claims must be filed by or on behalf of the warranty holder. Maxeon may require documentation to confirm the identity of the warranty holder, authority of the claimant, and the sale, delivery, and original place of installation of the PV Modules. Maxeon may reject warranty claims with insufficient documentation in its sole, reasonable discretion.
- j) This Limited Warranty is fully assignable by the warranty holder to a third party, provided: the warranty holder provides notice of assignment in accordance with <https://sunpower.maxeon.com/au/solar-products/warranty>, within 90 days of the assignment; the notice includes reasonable documentation evidencing such assignment; and the subsequent warranty holder completes digital registration of the PV Modules.

4. Exclusions

The Limited Warranty does not apply to any of the following exclusions, including any defect, failure, or power loss caused in whole or in part thereby. Maxeon will determine whether a claim is subject to an exclusion in its sole, reasonable discretion.

- a) PV Modules subjected to: (i) misuse, abuse, neglect or accident; (ii) alteration or improper installation (improper installation includes, without limitation, installation that does not comply with all Maxeon installation instructions and operations and maintenance instructions of any type, as may be amended and updated from time to time at Maxeon's sole discretion, and all national, state, and local laws, codes, ordinances, and regulations); (iii) repair or modification by someone other than an approved service technician of Maxeon; (iv) conditions exceeding the voltage, wind, snow load, and any other operational specifications; (v) power failure or surges; (vi) indirect or direct damage from lightning, flood, fire, hail or other acts of nature; (vii) damage from persons, biological activity, or industrial chemical exposure; or (viii) damage from impact or other events outside Maxeon's control.

Please read the safety and installation instructions.

Visit www.sunpower.maxeon.com/int/InstallGuideACModules.

Paper version can be requested through techsupport.australia@maxeon.com.



- b) Cosmetic defects or effects stemming from normal wear and tear of PV Module materials and cosmetic variations that do not cause power output to fall below the Guaranteed Peak Power. Normal wear and tear of PV Module materials includes, but is not limited to, fading of frame color, weathering of glass coatings, and areas of discoloration around or over individual solar cells or any part of the PV Module.
- c) PV Modules installed in locations, in Maxeon's absolute judgment, that may be subject to direct contact with bodies of salt water.
- d) PV Modules for which the labels containing product type or serial number have been altered, removed or made illegible.
- e) PV Modules that have been moved from their original installation location without the express written approval of Maxeon.
- f) PV Modules with MAX and -COM or -UPP in the product model number that have been installed on single-family homes or semi-detached homes, including but not limited to duplexes and town homes. For clarity, apartment and condominiums are not excluded from the Limited Warranty.

5. Limitation of Warranty Scope

SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES AND CONDITIONS. EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY OR REQUIRED BY APPLICABLE LAW, ALL WARRANTIES, GUARANTEES AND CONDITIONS OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, COURSE OF DEALING, OR USAGE OF TRADE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF MAXEON ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, MAXEON SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PV MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PV



MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL MAXEON BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE SPECIFICALLY, BUT WITHOUT LIMITATION, EXCLUDED. MAXEON'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO MAXEON BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM.

MAXEON SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CUSTOMER OR ANY THIRD-PARTY ARISING OUT OF ANY NON-PERFORMANCE OR DELAY IN PERFORMANCE OF ANY TERMS AND CONDITIONS OF SALE, INCLUDING THIS LIMITED WARRANTY, DUE TO ACTS OF GOD, WAR, RIOTS, STRIKES, FIRE, FLOOD, EPIDEMICS OR PANDEMICS (INCLUDING WITHOUT LIMITATION COVID-19) OR ANY OTHER CAUSE OR CIRCUMSTANCE BEYOND THE REASONABLE CONTROL OF MAXEON.

TO THE EXTENT THAT YOU, THE CUSTOMER, HAVE ACQUIRED OUR GOODS AS A CONSUMER UNDER APPLICABLE LAW:

- A) THE BENEFITS GIVEN TO YOU UNDER THE LIMITED WARRANTY ARE IN ADDITION TO CONSUMER GUARANTEES PROVIDED UNDER APPLICABLE LAW AND OTHER RIGHTS AND REMEDIES UNDER LAWS RELATING TO THE PRODUCTS.
- B) OUR GOODS COME WITH GUARANTEES THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, YOU ARE ENTITLED TO 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.
- C) SUBJECT TO SUBPARAGRAPH (D) BELOW, NOTHING CONTAINED IN THESE LIMITED WARRANTY TERMS EXCLUDES, RESTRICTS OR MODIFIES ANY CONDITION, WARRANTY, GUARANTEE OR OTHER OBLIGATION IN RELATION TO THE SUPPLY OF GOODS WHICH PURSUANT TO THE ACTS OR ANY OF THEM IS APPLICABLE OR IS CONFERRED ON YOU (THE "STATUTORY OBLIGATIONS") WHERE TO DO SO IS UNLAWFUL.
- D) TO THE FULL EXTENT PERMITTED BY LAW, THE SOLE LIABILITY OF MAXEON AND ITS RELATED BODIES CORPORATE FOR BREACH OF ANY SUCH STATUTORY OBLIGATIONS WILL BE LIMITED (EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN) TO: (I) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS OR PAYMENT OF THE COST OF REPLACING THE GOODS OR ACQUIRING EQUIVALENT GOODS; OR (II) THE REPAIR OF THE GOODS OR THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED, (IN EACH CASE AS MAXEON MAY SELECT).

THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE EXTENT PROHIBITED OR LIMITED BY APPLICABLE LAW. IF ANY PROVISION OF THESE LIMITED WARRANTY TERMS IS HELD UNENFORCEABLE OR ILLEGAL BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION, SUCH PROVISION(S) SHALL BE MODIFIED (OR IF NECESSARY SEVERED) TO THE MINIMUM EXTENT REQUIRED SUCH THAT THE REST OF THESE LIMITED WARRANTY TERMS WILL CONTINUE IN FULL FORCE AND EFFECT.

6. Applicable Law

Applicable Law. This Limited Warranty is governed by and shall be construed in accordance with the laws of New Zealand. New Zealand courts have non-exclusive jurisdiction. Applicable Law includes the Consumer Guarantees Act 1993 (CGA).

7. Contact Details

All claims and inquiries under this Limited Warranty or consumer guarantees should be directed to customers@maxeon.com. Maxeon office locations are available at <https://sunpower.maxeon.com/int/maxeon-locations-around-world>.

Maxeon Solar Technologies, Ltd., 8 Marina Boulevard #05-02, Marina Bay Financial Centre, Singapore 018981
<https://corp.maxeon.com/>

SunPower Corporation Australia Pty. Ltd., Suite 207/28 Riddell Parade, Elsternwick, Victoria, Australia 3185
1 800 786 769
<https://sunpower.maxeon.com/au/>

EXHIBIT B: ENPHASE ENERGY LIMITED WARRANTY – AUSTRALIA AND NEW ZEALAND



1. **Limited Warranty.** This Limited Warranty is effective for Covered Products (defined below) that are activated on or after June 6, 2023, *unless* a newer limited warranty has been posted which applies to your Covered Product's date of activation. Always check <https://enphase.com/en-au/warranty/australia> for the correct limited warranty governing your Covered Product.

Subject to the terms of this Limited Warranty, Enphase Energy, Inc. ("**Enphase**") warrants to the Covered Owner (defined below) that the product(s) listed below and installed for use at the original end user location (the "**Original Location**") (each a "**Covered Product**") will be free from defects in workmanship and materials for the applicable limited warranty period set forth below (each, a "**Limited Warranty Period**"), provided that the Original Location is located within the following territories:

Australia and New Zealand

This Limited Warranty is valid only (a) when the Covered Products are sold to the Covered Owner by Enphase itself or by an Enphase authorized reseller and (b) to the extent permitted by the applicable laws of the territories mentioned above.

<u>Covered Product(s)</u>	<u>Limited Warranty Period(s)</u>
IQ8 microinverters IQ8AC-72-M-INT IQ8HC-72-M-INT IQ8MC-72-M-ACM-INT IQ8MC-72-M-ACM-INT-NM IQ8MC-72-M-ACM-INT-RMA	15 years from the Activation Date
IQ Gateway Metered ENV-S-WM-230	5 years from the Warranty Start Date.
IQ Relay Q-RELAY-1P-INT Q-RELAY-3P-INT	5 years from the Warranty Start Date.
Consumption CT CT-100-SPLIT CT-100-SPLIT-ROW	5 years from the Warranty Start 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 via the Enphase's Installer Portal. A Covered Product is considered "activated" when the solar system has received "permission to operate" by authorities having jurisdiction.

This Limited Warranty applies in addition to guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to replacement or refund for a major failure of the goods and compensation for any other reasonably foreseeable loss or damage.

You are also entitled to have the goods repaired or replaced if the goods are defective and the defect 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).

2. **Covered Owner.** For the purposes of this Limited Warranty, the “**Covered Owner**” shall mean the person or entity that purchases a Covered Product from Enphase or an Enphase-authorized reseller and installs (or has installed) such Covered Product at the Original Location. In addition, Covered Owner shall include subsequent transferees (each, a “**Transferee**”) as long as (a) the Covered Product remains at the Original Location, (b) the Transferee submits to Enphase a completed “Change of Ownership Form,” which Enphase may modify from time to time in its sole discretion (c) 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 (d) subject to Section 3, the Transferee complies with the Registration requirement in Section 2. 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 [here](#).
3. **Continuous Connectivity.** The Covered Products should be continuously connected to the internet 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/en-au/download/australia-rma-procedure-v13-vlql-00008>. 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 equivalent. If the allegedly defective Covered Product is not received by Enphase within 60 days of Enphase providing an RMA number to Covered Owner, pursuant to the RMA Procedure, Enphase will invoice the Covered Owner, and the Covered Owner will pay, the then-current list price for such new product or product part. We recommend that Covered Owners use a tracking service for their protection. The RMA Procedure allows Covered Owners to generate a prepaid mailing label for the return.
 - 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 Warranty, Enphase will, at Enphase’s option, either (i) repair or replace the Covered Product free of charge, or (ii) refund the Covered Owner the actual purchase price for the Covered Product less reasonable depreciation based on use at the time the Covered Owner notifies Enphase of the defect. Enphase will not elect to issue a refund unless (1) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (2) Covered Owner is willing to accept such a refund. In the event of a defect, to the extent permitted by law, these are the Covered Owner’s sole and exclusive remedies.

If Enphase repairs or replaces the Covered Product pursuant to this Limited Warranty, (i) Enphase will, at its option, use new and/or reconditioned parts or products of the Covered Product’s 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 Covered Owner receives the repaired or replacement product, whichever is later.

- b. If Enphase issues a refund (rather providing a repaired or replacement Covered Product), such refund will be processed and paid within 2 weeks of Enphase's receipt of the Covered Product.

7. Limited Warranty Limitations and Exclusions.

- a. 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 any delays, lost or damage or any other damage to any Covered Product caused by a freight carrier.
 - c. 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 User Manual 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), 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; (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; or (viii) if the Covered Product is not registered with Enphase and (where the Covered Product is a microinverter) connected to the internet through an Envoy 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.
 - d. 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.
 - e. 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.
 - f. 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. 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**

10. Limitation of Liability.

- a. Enphase will not be responsible under this Limited Warranty for any loss or damage which is not Enphase's

Enphase Energy, Inc. Limited Warranty – Australia and New Zealand

fault or is not foreseeable.

- b. Enphase only provides the Covered Product for domestic and private use under this Limited Warranty. If you use the Covered Product for any commercial or business purpose, Enphase will not be responsible under this Limited Warranty for business losses including, for example, loss of profits, loss of business, business interruption or loss of business opportunity.
- c. 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.

11. Severability. 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)	Enphase Energy Australia PTY. LTD. 88 Market St, South Melbourne, VIC 3205
New Zealand	https://enphase.com/en-au/support +64 09 887 0421 (New Zealand)	Enphase Energy NZ, 1 Treffers Road, Wigram, Christchurch 8042, 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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