

- Enphase Warranty Storage Systems
- Effective Date: On or after 15 June, 2025
- Covered Territory: Australia and New Zealand
- **Covered Products**: IQ Batteries, IQ System Controller, Communication Devices, and accessories products with the SKUs set forth in the <u>Covered Products Schedule</u>.
- Limited Warranty Period: See the <u>Covered Products Schedule</u>

This limited warranty (the "Warranty") is effective only for the Covered Product SKUs in the attached Covered Products Schedule. Always check <u>https://enphase.com/warranty</u> to ensure you have the correct Warranty for your Covered Product.

- Warranty. Subject to the terms of this Warranty, and during the applicable Limited Warranty Period Enphase Energy, Inc. ("Enphase") provides both the Workmanship Warranty and the Capacity Retention Warranty (described below) for the Covered Products when such Covered Products are installed for use at the original end user location (the "Original Location") in the Covered Territory. This Warranty is valid (a) only to the extent permitted by the applicable laws of the Covered Territory, (b) when the Covered Product is sold by Enphase itself or by an Enphase-authorized reseller in the Covered Territory, and (c) to the extent the exclusions in Section 7 do not apply.
  - a. <u>The Limited Workmanship Warranty (the "Workmanship Warranty"</u>). During the applicable Limited Warranty Period the Covered Product will, under use and conditions set out in the User Manual and Product Data Sheet (collectively, the "Enphase Documentation"): (i) materially conform to the Covered Product specifications set out in the Product Data Sheet and (ii) be free from defects in workmanship and materials. The Enphase Documentation may be found at <u>https://enphase.com/en-au/installers/resources/documentation</u>.
  - b. <u>The Limited Capacity Retention Warranty (the "Capacity Retention Warranty"</u>). During the applicable Limited Warranty Period IQ Battery Products set forth in the Covered Product Schedule, (each a "Covered IQ Battery") will, under use and conditions set out in the Enphase Documentation, maintain the ability to store and discharge an energy capacity of at least (i) 70% of the Covered IQ Battery nameplate rating at the end of the 10<sup>th</sup> year of the Limited Warranty Period, and (ii) 60% of the Covered IQ Battery nameplate rating at the end of the 15<sup>th</sup> year of the Limited Warranty Period; provided, however, the Covered IQ Battery must be installed and used in accordance with the Enphase Documentation.
- 2. Covered Owner. For the purposes of this Warranty, the "Covered Owner" or "you" 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 and (c) the Transferee pays the applicable transfer fee ("Transfer Fee") set forth in the Change of Ownership Form within thirty (30) days from the date of transfer from the Covered Owner to the Transferee. The submission of a Change of Ownership Form is required in order for the Transferee to receive continued 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 at <a href="https://enphase.com/en-au/warranty/australia">https://enphase.com/warranty/australia</a> (Australia) and <a href="https://enphase.com/warranty/newzealand">https://enphase.com/warranty/newzealand</a> (New Zealand).

#### 3. Additional Rights.

a. If the Original Location of the Covered Products is in Australia, then the Covered Owner may have specific rights under the Australian's consumer protection. 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.

- b. If the Original Location of the Covered Product is in New Zealand, the Covered Owner may have specific rights under New Zealand's consumer protection.
- 4. Continuous Connectivity. The Covered Products should be continuously connected to the internet during the Limited 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. Services under this Warranty: If Enphase confirms the defect that is covered by this 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, as shall be determined in Enphase's sole discretion. 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.
- 6. Warranty period after repair or replacement: If Enphase repairs or replaces the Covered Product, (i) Enphase will, at its option, use new and/or reconditioned parts or products of original or improved design, and (ii) the 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 Covered Owner receives the repaired or replacement product, whichever is later.

# 7. Warranty Limitations and Exclusions.

- a. This Warranty does not cover IQ Batteries that are activated after the "Energize by" date indicated on the IQ Battery or IQ Battery packaging.
- b. This 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 Warranty does not cover, and the term "Covered Product" does not include any third-party products not supplied by Enphase that may be installed with or used in connection with the Covered Products.
- d. This 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 https://enphase.com/en-au/installers/resources/documentation) 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; or (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.
- e. The 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, nor 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.
- f. The Warranty does not cover costs related to the removal, installation or troubleshooting of the Covered Owner's electrical systems.
- g. This warranty will not apply to products that have not received permission to operate from the local authorities having jurisdiction over such matters, if such permission is required in the Territory.

- h. 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 Warranty. Enphase does not warrant that the operations of the Covered Product will be uninterrupted or error-free.
- i. Covered Products are 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 Covered Products. 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 Covered Product in such circumstances.

## 8. How to Obtain Warranty Service.

- a. To obtain Warranty service for a Covered Product, you must comply with the Return Merchandise Authorization (RMA) Procedure available at <u>https://enphase.com/en-au/warranty/australia</u> (Australia) and <u>https://enphase.com/warranty/newzealand</u> (New Zealand).. You may be asked to provide the purchase receipt for the Covered Product. All claims made under this Warranty must be submitted to Enphase during the Limited Warranty Period and within ninety (90) days of discovering the defect.
- b. Upon issuance of the RMA, Enphase Energy will ship a replacement unit to the Original Location. In certain circumstances, Enphase may require the Covered Owner to return the allegedly defective device prior to Enphase shipping the replacement unit.
- c. When the replacement unit arrives, and if Enphase has required you to return the allegedly defective device, you must place the defective device into the original shipping container or other packaging that is equally protective of the product, apply a pre-paid shipping label (the RMA Procedure allows Covered Owners to generate a prepaid mailing label for the return), and drop off the box at the nearest shipping location. If the allegedly defective Covered Product is not received by Enphase within sixty (60) days of Enphase providing an RMA number and a replacement unit has been shipped to the Covered Owner, Enphase will invoice the Covered Owner, and the Covered Owner will pay, the then-current list price for such replacement product or product part. If you do not use the pre-paid shipping label provided by Enphase, Enphase recommends that you use a tracking service for your protection.
- d. If a Covered Owner returns a Covered Product to Enphase (i) without an RMA from Enphase, (ii) without all parts included in the original package, or (iii) that Enphase determines is not covered under this Warranty, Enphase retains the right to either (1) refuse delivery of such return and return it at the Covered Owner's cost (subject to prepayment); (2) charge a restocking fee equal to the higher 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; or (3) keep the Covered Product for thirty (30) days for pick-up by the Covered Owner, and then (if it is not picked up) dispose of it at Enphase's sole discretion without further liability or obligation to the Covered Owner.
- e. Once a returned Covered Product is received and inspected, Enphase will notify the Covered Owner (or the installer authorized by Covered Owner to replace the Covered Product) that Enphase has received the returned Covered Product.
- f. 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 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.
- **9.** Assignment. Enphase expressly reserves the right to novate or assign its rights and obligations under this Warranty to a third party with the demonstrated expertise and requisite resources needed to effectively discharge the obligations hereunder.

## 10. Limitation of Liability.

- a. Enphase will not be responsible under this Warranty for any loss or damage which is not Enphase's fault or is not foreseeable.
- b. Enphase only provides the Covered Product for domestic and private use under this Warranty. If the Covered Owner uses the Covered Product for any commercial or business purposes, Enphase will not be responsible under this

Warranty for business losses, including but not limited to, loss of profits, loss of business, business interruption, and/or loss of business opportunity.

- c. Nothing in this Limited 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.
- **11. No Modifications.** No Enphase employee, reseller or other third party is authorized to make any modification, extension, or addition to this Warranty.
- **12.** Severability. If any term of this Warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.
- **13. Disclaimer of Warranties**. Except to the extent prohibited by applicable law, this Warranty is the sole and exclusive warranty given by Enphase and all other warranties and conditions, whether express or implied, statutory, or otherwise, arising by law, course of dealing, course of performance usage of trade, or otherwise (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 Warranty.

Except to the extent prohibited by applicable law, the grant of this Warranty by Enphase is conditioned upon agreement by the Covered Owner to the terms, conditions and requirements herein. The laws of certain jurisdictions do not allow for the exclusions on the duration of an implied warranty or for exclusions or limitations on legal warranties. Where such laws apply to the Covered Owner, some or all of the exclusions or limitation may not apply to Covered Owner, and such Covered Owner may have additional rights. This Warranty gives Covered Owner specific legal rights, and covered owner may also have other rights that vary from jurisdiction to jurisdiction.

- 14. Governing Law; Venue. This Warranty shall be governed by and construed in accordance with the laws of the Covered Territory. Each party agrees to submit to the non-exclusive jurisdiction of the courts of the country of residence of the Covered Owner. However, as a consumer, you benefit from the mandatory provisions of the law of your country of residence. Nothing in this limited warranty shall affect your rights as a consumer to invoke such mandatory provisions of local law.
- **15. Consumer Dispute Resolution**. Enphase is not committed or obliged to participate in dispute resolution procedures in front of a consumer arbitration board.

#### **16. Customer Support Contact Information:**

Phone:	+61 1800 006 374 (Australia)	
	+64 09 887 0421 (New Zealand)	
Web page:	https://enphase.com/contact-us	

## Enphase Covered Products are manufactured and imported by the following Enphase entities:

- Manufacturer: Enphase Energy Inc., 47281 Bayside Pkwy., Fremont, CA, 94538, United States of America, PH: <u>+1 (707) 763-4784</u>
- Importer for Australia and New Zealand: Enphase Energy Aust. Pty/Ltd.,
- 88 Market St., South Melbourne VIC 3205, PH: <u>+61 3 86691679</u>

© 2025 Enphase Energy, Inc. All Rights Reserved. Enphase, the e logo, IQ, and certain other marks listed at <u>https://enphase.com/trademark-usage-guidelines</u> are trademarks of Enphase Energy, Inc. in the US and other countries.

#### Covered Products Schedule IQ Batteries and Balance of System Products

#### Effective Date: 15 June.2025

Territory: Australia and New Zealand Activation Date: For purposes of this 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.

Covered Products	Covered Product SKUs:	Limited Warranty Period	
Enphase IQ Battery 5P	IQBATTERY-5P-1P-ROW	The Limited Warranty Period begins on the Activation Date (defined below) and ends on the earlier of (a) 15 years from the Activation Date or (b) 6,000 discharged cycles.	
IQ System Controller	SC100G-M230ROW	10 years from the Activation Date	
System Shutdown Switch	SC-INT-SSD-KIT	5 years from the Activation Date	
Mobile Connect	CELLMODEM-M1-06-AT-05; CELLMODEM-07-INT-05		
IQ Relay	Q-RELAY-1P-INT; Q-RELAY-3P-INT		
Communications Kit	COMMS-KIT-INT-02		
IQ Gateway Metered	ENV-S-WM-230		
Consumption CT	CT-100-SPLIT; CT-100-SPLIT-ROW; CT-400-SPLIT-INT		

Covered Products	Covered Product SKUs:	Limited Warranty Period	
Enphase IQ Battery 5P with Flexphase	Product main SKU: IQBATTERY-5P-3P-INT Single phase Model Names: IQBATTERY-5P-3P-INT-1.65-1P; IQBATTERY-5P-3P-INT-2.50-1P; IQBATTERY-5P-3P-INT-3.00-1P; IQBATTERY-5P-3P-INT-3.68-1P; and IQBATTERY-5P-3PINT-3.84-1P. Three phase Model Names: IQBATTERY-5P-3P-INT-1.84-3P; IQBATTERY-5P-3P-INT-2.50-3P; IQBATTERY-5P-3P-INT-3.00-3P; IQBATTERY-5P-3P-INT-3.68-3P; and IQBATTERY-5P-3PINT-3.84-3P.	The Limited Warranty Period begins on the Activation Date (defined below) and ends on the earlier of (a) 15 years from the Activation Date or (b) 6,000 discharged cycles.	
IQ System Controller	SC100G-M230ROW	10 years from the Activation Date	
System Shutdown Switch	SC-INT-SSD-KIT		
Mobile Connect	CELLMODEM-M1-06-AT-05; CELLMODEM-07-INT-05		
IQ Relay	Q-RELAY-1P-INT; Q-RELAY-3P-INT		
Communications Kit	COMMS-KIT-INT-02	5 years from the Activation Date	
IQ Gateway Metered	ENV-S-WM-230		
Consumption CT	CT-100-SPLIT; CT-100-SPLIT-ROW; CT-400-SPLIT-INT		