

Enphase Warranty – Storage Systems

- Effective Date: On or after February 17, 2025
- Covered Territory: Netherlands
- **Covered Products**: IQ Batteries, IQ System Controller, IQ Gateway, IQ Combiner, 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/nl-nl/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 10th year of the Limited Warranty Period, and (ii) 60% of the Covered IQ Battery nameplate rating at the end of the 15th 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 https://enphase.com/nl-nl/warranty/netherlands.
- 3. Additional Rights. This Warranty gives you as the Covered Owner specific legal rights if there is a problem with your Covered Product. <u>This Warranty is in addition to, and does not affect any rights the Covered Owner has under consumer protection laws in the Territory (including the laws implementing EC Directive 44/99/EC and Directive 2019/771). In particular, this Warranty does not affect the legal rights of consumers in the event of non-conformity of the Covered Products with the sales contract. Under the consumer protection laws in the Territory, if products are defective or do not comply with the sales contract, consumers are entitled to a free repair or replacement, discount or refund from the seller.</u>
- 4. Continuous Connectivity. The Covered Products must 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 a Covered Product, the Warranty on the repaired or replaced product shall continue until (a) the end of the original Limited 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 forty-five (45) consecutive days from the date the repaired or replaced product is received.

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 include any cost of labor or other costs related to (i) un-installing Covered Product; (ii) reinstalling a repaired or replacement product, or (iii) the removal, installation or troubleshooting of the Covered Owner's electrical systems.
- c. 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.
- d. This Warranty does not cover, and the term "Covered Product" does not include, (i) any third-party products not supplied by Enphase that may be installed with and used in connection with the Covered Products.
- e. 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/nl-nl/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.
- f. 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, 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 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 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/nl-nl/warranty/netherlands</u>. 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 pick 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 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 shall not be liable for any damage unless such damage is the result of Enphase's wilful misconduct or gross negligence, or unless Enphase is liable for such damage towards the consumer based on mandatory national law applicable to this agreement and the consumer proves the damage, the causal relationship between the damage and the Enphase product or service. ANY OTHER LIABILITY, INCLUDING LIABILITIES FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES OR OTHERWISE, OR LIABILITIES TOWARDS NON-CONSUMERS, IS FULLY EXCLUDED OR LIMITED TO THE MAXIMUM PERMITTED BY APPLICABLE LAW.

- b. Enphase only supplies the Covered Product for home and private use. If you use the Covered Product for commercial or business purposes, Enphase shall not be liable for business losses, such as loss of profits, loss of sales, business interruption or loss of business opportunities.
- c. Nothing in this 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, such as for direct damages caused by a defective product to health or property for private use of a consumer.
- **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**. UNLESS PROHIBITED BY MANDATORY NATIONAL LAW APPLICABLE TO THIS AGREEMENT AND THE CLAIMANT, 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 EXCLUDED IF THIS WARRANTY APPLIES.
- 14. Governing Law; Venue. This Warranty shall be governed by and construed in accordance with Dutch law. Each party agrees to submit to the non-exclusive jurisdiction of the Dutch courts. However, as a consumer, you benefit from the mandatory provisions of the law of your country of residence. Nothing in this Warranty shall affect your rights as a consumer to invoke such mandatory provisions of local law.

15. RESERVED.

16. Customer Support Contact Information:

Phone: +31 (0)202410598

Email: <u>support_nl@enphaseenergy.com</u>

Web page: <u>https://enphase.com/contact-us</u>

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Covered Products Schedule IQ Batteries and Balance of System Products

Effective Date: February 17, 2025 Territory: Netherlands

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 with FlexPhase	IQBATTERY-5P-3P-INT	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	
IQ Gateway	ENV-S-EM-230; ENV-S-WM-230	
IQ Relay	Q-RELAY-1P-INT; Q-RELAY-3P-INT	
IQ Combiner 2 EU	X-IQ-EURO-230-3P-4-2	
Mobile Connect	CELLMODEM-M1-06-AT-05; CELLMODEM-07-INT-05	
Consumption CT	CT-100-SPLIT; CT-100-SPLIT-ROW; CT-400-SPLIT-INT	5 years from the Activation Date
Communications Kit	COMMS-KIT-INT-02	

Covered Products	Covered Product SKUs:	Limited Warranty Period
Enphase IQ Battery 5P	IQBATTERY-5P-1P-INT	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	
IQ Gateway	ENV-S-EM-230; ENV-S-WM-230	
IQ Relay	Q-RELAY-1P-INT; Q-RELAY-3P-INT	
Mobile Connect	CELLMODEM-M1-06-AT-05; CELLMODEM-07-INT-05; CELLMODEM-M1-06-SP-05	5 years from the Activation Date
Consumption CT	CT-100-SPLIT; CT-100-SPLIT-ROW; CT-400-SPLIT-INT	
Communications Kit	COMMS-KIT-INT-02	