



Enphase Energy AC BATTERY Limited Warranty – Australia and New Zealand

This document sets forth the terms and conditions of our Limited Warranty for the Enphase AC Battery, which is provided in addition to, and does not exclude, your rights under Australian or New Zealand consumer law.

Subject to the exclusions and limitations described below, Enphase Energy, Inc. (“**Enphase**”) provides the following manufacturer’s warranties (the “**Warranty**”) for Enphase AC Batteries purchased from Enphase or an entity expressly authorized by Enphase to resell the Enphase AC Battery (the “**Authorized Reseller**”). Warranty claims may only be made by the end user (pursuant to the terms of Section 5 – RMA Process) who acquired and put the AC Battery into use for the first time (the “**End User**”) or to a different end user (the “**Transferee**”) as long as the AC Battery remains at the original End User location (the “**Original Location**”) and the Transferee submits to Enphase a “**Change of Ownership Form**,” and pays the applicable fee (the “**Transfer Fee**”) within 30 days from the date of transfer to the Transferee. This submission is a requirement for continued Warranty coverage. The Transfer Fee is set forth in the Change of Ownership Form, and is subject to reasonable adjustment from time to time (as determined at Enphase’s discretion). The Change of Ownership Form and payment instructions are available at <http://www.enphase.com/warranty>.

1. Warranty Period. The “**Warranty Period**” (a) begins on the earlier of (i) 9 months from the AC Battery’s date of manufacture or (ii) the installation of the AC Battery at the Original Location (either, the “**Warranty Start Date**”); and (b) ends 10 years or 7,300 fully discharged cycles (whichever occurs first) from the Warranty Start Date. If Enphase repairs or replaces an AC Battery, the Workmanship Warranty and the Capacity Retention Warranty will continue on the repaired or replacement AC Battery for the remainder of the original Warranty Period, as long as the replacement AC Battery is installed and energized within 90 days from date of receipt of Enphase’s return shipment of the repaired or replacement AC Battery.
2. The Workmanship Warranty. During the Warranty Period, the AC Battery will, under use and conditions as set forth in the Installation Guide and the Enphase User Manual, conform to the AC Battery specifications set forth on the Data Sheet located at <https://enphase.com/en-au/support/enphase-ac-battery> and be free from defects in workmanship and materials.
3. Capacity Retention Warranty. The AC Battery will maintain the ability to store and discharge energy during the Warranty Period at the minimum percentages set forth in the table below (the “**Capacity Retention Warranty**”), depending on the average annual internal temperature in the location in which the AC Battery is installed. Enphase will determine the average annual internal temperature as measured by the temperature sensors inside the AC Battery. The rated capacity of the AC Battery is based on a 1.2 kWh charge capacity, as measured during a continuous charge from zero to full capacity at a current less than 10 amps and at a temperature of 20°C (+/- 10°C).

If the average annual internal AC Battery temperature is below 28 degrees Celsius:

| WARRANTY PERIOD: | AC BATTERY CAPACITY: |
|---|--|
| Year 1 of the Warranty Period or 0.74 MWh of aggregate AC energy discharge throughput, whichever occurs first | Cumulative average energy storage capacity at least 90% of AC Battery nameplate rating |
| Years 2-5 of the Warranty Period or 3.53 MWh of aggregate AC energy discharge throughput, whichever occurs first | Cumulative average energy storage capacity at least 85% of AC Battery nameplate rating |
| Years 6-10 of the Warranty Period or 6.65 MWh of aggregate AC energy discharge throughput, whichever occurs first | Cumulative average energy storage capacity at least 80% of AC Battery nameplate rating |

If the average annual internal AC Battery temperature is between 28 degrees Celsius and 37 degrees Celsius:

| WARRANTY PERIOD: | AC BATTERY CAPACITY: |
|---|--|
| Year 1 of the Warranty Period or 0.72 MWh of aggregate AC energy discharge throughput, whichever occurs first | Cumulative average energy storage capacity at least 88% of AC Battery nameplate rating |
| Years 2-5 of the Warranty Period or 3.32 MWh of aggregate AC energy discharge throughput, whichever occurs first | Cumulative average energy storage capacity at least 80% of AC Battery nameplate rating |
| Years 6-10 of the Warranty Period or 5.82 MWh of aggregate AC energy discharge throughput, whichever occurs first | Cumulative average energy storage capacity at least 70% of AC Battery nameplate rating |

IMPORTANT DISCLAIMERS:

THE WORKMANSHIP WARRANTY AND/OR THE CAPACITY RETENTION WARRANTY MAY BE VOIDED PRIOR TO THE END OF THE WARRANTY PERIOD IF: (A) AN AC BATTERY IS NOT REGISTERED WITH ENPHASE AND CONNECTED TO THE INTERNET WITHIN 45 DAYS FOLLOWING THE WARRANTY START DATE; (B) AN AC BATTERY LOSES ITS INTERNET CONNECTION FOR MORE THAN 45 DAYS AT ANY TIME DURING THE WARRANTY PERIOD; (C) AN AC BATTERY IS NOT INSTALLED PURSUANT TO THE TERMS OF THE QUICK INSTALL GUIDE / INSTALLATION MANUAL; (D) THE END USER OR THE TRANSFEREE FAIL TO FOLLOW ANY OF THE OPERATING GUIDELINES SET FORTH IN THE ENPHASE USER MANUAL; (E) AN AC BATTERY IS KEPT IN AN AREA WHERE THE AVERAGE ANNUAL INTERNAL TEMPERATURE IS OVER 37 DEGREES CELSIUS IN ANY ONE (1) YEAR PERIOD; (F) AN AC BATTERY IS KEPT AT AN AMBIENT TEMPERATURE OF:

(I) 55 DEGREES CELSIUS FOR 24 OR MORE CONTINUOUS HOURS; (II) 60 DEGREES CELSIUS FOR MORE THAN ONE (1) CONTINUOUS HOUR; OR (III) 70 DEGREES CELSIUS AT ANY TIME; OR (G) THE WORKMANSHIP WARRANTY MAY BE VOIDED IF THE END USER FAILS TO REPORT A DEFECT WITHIN 90 DAYS.

4. Remedies.

a. During the Warranty Period, if Enphase establishes the existence of a defect that is covered by the Workmanship Warranty, Enphase will, at its option, either (a) repair or replace the AC Battery free of charge, or (b) issue a prorated credit or refund for the AC Battery to the End User or Transferee in an amount equal to the current market value at the time the End User or Transferee notifies Enphase of the defect, as determined by Enphase. If Enphase elects to repair or replace the AC Battery, Enphase will, at its option, use new or reconditioned parts or products of original or improved design.

b. During the Warranty Period, if Enphase establishes the existence of a defect that is covered by the Capacity Retention Warranty, Enphase will, at its option, either (a) provide a prorated credit for the lost capacity over the warranted term towards the purchase of a new AC Battery; or (b) repair or replace the AC Battery free of charge. If Enphase elects to repair or replace the AC Battery, Enphase will, at its option, use new or reconditioned parts or products of original or improved design.

5. RMA Process. To obtain replacement service, credit or refund (as applicable) under the Workmanship Warranty or the Capacity Retention Warranty, the End User or Transferee must: (a) notify the Authorized Reseller from whom the AC Battery was purchased; (b) provide proof of the original purchase; (c) provide a description of the alleged defect; (c) provide the relevant serial number and the Warranty Start Date. End Users or Transferees that are unable to locate the Authorized Reseller from whom the AC Battery was purchased, should contact Enphase:

For in country support in Australia or New Zealand please contact Enphase Customer Support at <http://enphase.com/global/au/> or by telephone at 1 800 006 374 (Australia) or +64 09 887 0421 (New Zealand).

6. Exclusions. The Workmanship Warranty and the Capacity Retention Warranty do not apply to, and Enphase will not be responsible for, any defect in or damage to any AC Batteries: (a) that have been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (b) that have been improperly transported, handled, installed, operated, used or repaired, including use under conditions for which the AC Battery was not designed, use in an unsuitable environment, or use in a manner contrary to the Installation Guide and the Enphase User Manual or applicable laws or regulations; (c) 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 AC Battery specifications, including high input voltage from generators or lightning strikes; (d) that have been subjected to incidental or consequential damage caused by defects of other components of the attached solar system; or (e) if the original identification markings (including trademark or serial number) of such products have been defaced, altered, or removed.

7. Items Not Covered. The Workmanship Warranty and the Capacity Retention Warranty does not cover (a) normal wear and tear or deterioration, or cosmetic, technical or design defects, or shortcomings which do not materially influence or affect energy storage or degrade form, fit, or function of the AC Battery; (b) noise or vibrations that is not excessive or uncharacteristic and does not impact the AC Battery's performance; (c) damage that occurs during shipping or transportation after the AC Battery is sold to an Authorized Reseller; (d) damage or deterioration that occurs after the expiration or voiding of the applicable Warranty Period or that is reported more than 10 days after the expiration or voiding of such period; or (e)

theft or vandalism of the AC Battery or any of its components. The Workmanship Warranty and the Capacity Retention Warranty does not cover costs related to the removal, installation or troubleshooting of the End User or the Transferee's electrical systems. The Workmanship Warranty and the Capacity Retention Warranty does not extend beyond the original cost of the AC Battery.

8. Assignment. To the extent permissible under the Australian Consumer Law, Enphase expressly reserves the right to novate or assign its rights and obligations under this warranty agreement to a third party with the demonstrated expertise and requisite resources needed to effectively discharge the obligations hereunder.

9. Limitation of Liability. TO THE EXTENT PERMITTED BY LAW ENPHASE WILL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY. TO THE FULLEST EXTENT PERMITTED BY LAW, ENPHASE'S LIABILITY ARISING OUT OF OR RELATED TO A CLAIM UNDER THIS WARRANTY WITH RESPECT TO AN INDIVIDUAL AC BATTERY WILL NOT EXCEED 100% OF THE PURCHASE PRICE PAID TO ENPHASE FOR SUCH AC BATTERY. SOME STATES AND COUNTRIES DO NOT ALLOW, OR RESTRICT, THE EXCLUSION OR LIMITATION OF DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY, OR MAY ONLY APPLY TO A LIMITED EXTENT

This warranty is offered by Enphase Energy, Inc.

Contact Details: Enphase Energy, Inc.
 Attn: Customer Support
 1420 N. McDowell Blvd.
 Petaluma, CA 94954
 (707) 763-7000
 <https://enphase.com/en-au/support/contact>

The grant of the Workmanship Warranty and the Capacity Retention Warranty by Enphase is conditioned upon agreement by the End User and any permitted Transferee to the terms, conditions and requirements herein.