This Warranty is expressly granted on condition that the Covered Owner, or the permitted Beneficiary (defined below) has accepted and agreed to the terms, conditions and requirements contained in this Warranty.

1. **Provider; Territory**. The provider of this Warranty is Enphase Energy, Inc., 47281 Bayside Parkway Fremont, CA 94538 United States (**"Enphase")**. Enphase provides this Warranty to Covered Owners (defined below) in **Germany** (the "**Territory**").

2. **Warranty.** This Warranty is effective for Covered Products (defined below) that are activated on or after May 1, 2023, unless a newer limited warranty is subsequently posted which applies to the Covered Product's Activation Date (defined below). Check https://enphase.com/de-de/warranty/germany for the correct warranty governing your Covered Product. Please print out this Warranty and keep a copy for your records. Please contact Customer Support with any questions. Subject to the terms of this Warranty, Enphase warrants to the Covered Owner (defined below) that the products listed in the table below and installed for use at the original end user location in the Territory (the "**Original Location**") (each a "**Covered Product**"), will be free from defects in workmanship and materials ("**Workmanship Warranty**") for the applicable warranty period set forth below (each, a "**Warranty Period**"). If the Covered Product is defective or malfunctioning during the Warranty Period, the Covered Owner can obtain service under this Warranty by following the procedure as outlined below.

   This Warranty is valid only when the Covered Products are sold by Enphase itself or by an Enphase-authorized reseller.

Products	**Warranty Period**
Enphase IQ Battery ("IQ Battery Product") with SKU: ENCHARGE-3T-1P-INT ENCHARGE-10T-1P-INT	The 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 Relay with SKUs: Q-RELAY-1P-INT Q-RELAY-3P-INT	5 years from the Activation Date
IQ Gateway Metered with SKUs: ENV-S-EM-230 ENV-S-WM-230 **IQ Gateway Standard** with SKUS: ENV-S-WB-230	5 years from the Activation Date
Mobile Connect with SKUs: CELLMODEM-02 CELLMODEM-M1-06-AT-05	5 years from the Activation Date
Current Transformer with SKUs: CT-100-SPLIT CT-100-SPLIT-ROW	5 years from the Activation Date
Comms Kit with SKU: COMMS-KIT-EU-01	5 years from the Activation Date
Range Extender with SKU: COMMS-24-EXT-INT-01	5 years from the Activation Date

3. **Activation Date**. As used in this Warranty, "**Activation Date**" means the following:

   a. For a Covered Product that is an IQ Battery Product (each a "**Covered IQ Battery Product**") only: The earlier of (i) the "Energize by" date indicated on the IQ Battery Product packaging or (ii) the date the IQ Battery Product is activated at the Original Location via the Enphase Installer Portal and the Covered Owner has received "permission to operate" the Covered Product by the authorities having jurisdiction.

   b. For all other Covered Products: The date the Covered Product is activated at the Original Location via the Enphase Installer Portal and the Covered Owner has received "permission to operate" the Covered Product by the authorities having jurisdiction.

4. **Additional Warranties for Covered IQ Battery Products (the "Capacity Warranty").** During the Warranty Period, the Covered IQ Battery Product will maintain the ability to store and discharge an energy capacity of at least sixty percent (60%) of the Covered IQ Battery Product nameplate rating when installed and used in accordance with the Quick Install Guide and the Product data sheet (the "**Product Documentation**"). The Product Documentation can be found at https://enphase.com/de-de/installers/resources/documentation. The rated capacity of the Covered IQ Battery Product is based on 5.0 kilowatt-hour direct current ("**kWhdc**") charge capacity as measured during a continuous charge from zero to full capacity at a current less than 16A AC.

5. **Additional Rights**. This 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.

6. **Limited Time-Value Guarantee (the "Time Value Guarantee")**. If the Covered Owner participates in a subsidy program for photovoltaic battery storage in Germany in connection with the Covered IQ Battery Product and this subsidy program prescribes a time value guarantee for the Covered IQ Battery Product, the following time value guarantee applies to the Covered IQ Battery Product: Subject to the exclusions and for a period of 10 years from the date of delivery of the Covered IQ Battery Product to the Owner if the maximum available capacity of such battery module in the IQ Battery Product is below 80%, provided that the Owner meets all the conditions required under the Subsidy Scheme the rated capacity falls, Enphase will repair or replace the IQ battery product if the owner is a consumer within the meaning of § 1 para. 1 KSchG. For all other owners, in lieu of repair or replacement of the Covered IQ Battery Product, Enphase will issue a credit for the current market value of the affected battery module based on the annual straight-line depreciation over a 10-year period of the amount paid by the owner for the Covered IQ Battery Product purchase price is calculated. This credit can only be used towards the purchase and delivery of a new replacement IQ Battery Product.

7. **Continuous Connectivity**. The Covered Products should be continuously connected to the internet during the applicable Warranty Period, except when interrupted by causes outside of the Covered Owner's reasonable control. This will help ensure that potential defects in the Covered Product can be diagnosed remotely and that the Covered Product can receive over-the-air firmware updates.

8. **Warranty Recipient**. For the purposes of this Warranty, the "**Covered Owner**" shall mean the person or entity that purchases and installs (or has installed) the Covered Product from Enphase or an Enphase-authorized reseller at the Original Location. In addition, Covered Owner shall include subsequent transferees (each, a "**Beneficiary**") as long as (a) the Covered Product remains at the Original Location, and (b) the Beneficiary submits to Enphase a "Change of Ownership Form." The submission of a Change of Ownership Form is required for continued Warranty coverage. The Change of Ownership Form is available at https://www4.enphase.com/de-de/support/wie-%C3%BCbertrage-ich-das-eigentum-einem-enphase-system?_ga=2.130736911.1447234174.1680536182-1653930639.1675707136.

9. **How to Obtain Warranty Service.**
   a. To obtain warranty service, the Covered Owner must contact Enphase Customer Service to request a Return Merchandise Authorization (RMA) and further instructions. The Covered Owner may contact Enphase Customer Service e.g., at the contact information in Section 21 (Customer Support Contact Information) below:

   b. Covered Owner may not return a product to Enphase unless they have received an RMA from Enphase.

   c. The Covered Owner must comply with the Return Merchandise Authorization (RMA) Procedure available at https://enphase.com/sites/default/files/2021-02/RMA-Germany.pdf. Enphase will remotely diagnose the issue with the Covered Product and, if Enphase is able to confirm that the product is eligible for this Warranty, and that a defect exists in the Covered Product, Enphase will provide the Covered Owner a pre-paid shipping label for the return of the defective product. Enphase will not cover shipping costs if the Covered Product does not fall within the scope of this Warranty. 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 packaging providing equivalent protection during shipment.

   d. If Enphase provides the Covered Owner a replacement product under this Warranty, Covered Owner hereby acknowledges that ownership of the defective Covered Product is transferred to Enphase.

10. **Remedies.**

a. During the applicable Warranty Period, if Enphase confirms the existence of a defect that is covered by the Workmanship Warranty or by the Capacity Retention 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 (A) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (B) 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.

b. 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.

11. Warranty Limitations and Exclusions.

a. The 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.

b. This Warranty does not apply to, and Enphase will not be responsible for, any defect in or damage to any products:
   i. that have been misused, abused, 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, installation or use in an unsuitable environment, or installation or use in a manner contrary to the Product Documentation, 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 maximum or minimum limits listed in the applicable Product 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
   v. that have been damaged by service performed by anyone who is not a representative of Enphase;
   vi. 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);
   vii. 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
   viii. if the Covered Product is not using the most up-to-date firmware made available by Enphase and the applicable defect could have been avoided if such firmware were being used

c. This 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.

d. The 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 Covered Products; noise or vibrations that are not excessive or uncharacteristic and do not impact the Covered 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 Covered Product.

e. 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.

f. No Enphase employee or authorized reseller is authorized to make any modification, extension, or addition to this Warranty. 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.

g. 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 the 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 the Covered Product in such circumstances.

12. **Transfer to Third Parties.** Enphase expressly reserves the right to transfer 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.

13. **Disclaimer of Warranties.** Enphase does not grant any further rights, remedies or claims under this Warranty, and any further rights and claims, whether express or implied, statutory or otherwise (including warranties and conditions of merchantability and fitness for a particular purpose) shall be excluded.

14. **Limitation of Liability.**
    a. Enphase shall not be liable for any damage occurring due to slight negligence. Nothing in this Warranty excludes or limits the liability of Enphase for wilful misconduct or gross negligence, infringement of main contractual obligations, based on product liability laws or for death or personal injury caused by Enphase's negligence.

    b. In case of a slightly negligent infringement of essential contractual obligations, Enphase's liability will be limited to the foreseeable damages which are characteristic for such type of contract (*vertragstypisch vorhersehbare Schaden*).

    c. In cases of Section 14(b) Enphase shall not be liable for any (i) indirect or consequential damages, losses, costs, or expenses however arising nor (ii) economic losses of any kind, nor business losses, such as loss of profits, loss of sales, business interruption, or loss of business opportunities.

    d. Nothing in this Warranty constitutes a limitation or exclusion of liability for 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.

15. **No Other Rights**. This Warranty is the sole and exclusive warranty given by Enphase and the rights and remedies set out in this Warranty, including claims for damages according to Section 16 (Further Rights of Covered Owner), are the exclusive rights, remedies and claims under this Warranty. However, additional rights under Section 5 (Additional Rights) shall remain unaffected.

16. **Further Rights of Covered Owner.** This 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.

17. **Governing Law.** This 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.

18. **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 Warranty.

19. **Enforceability**. 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.

20. **Consumer Dispute Resolution**. Enphase is not committed or obliged to participate in dispute resolution procedures in front of a consumer arbitration board.

21. **Customer Support Contact Information**.

    Phone number: +49 (0) 7618 8789033
    Email: support_dach@enphaseenergy.com
    Web Page: https://www4.enphase.com/de-de/support/kontaktieren

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