

## Enphase Energy Envoy Communications Gateway Limited Warranty – North America

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Enphase Energy Inc. ("Enphase") has developed a highly reliable Envoy® Communications Gateway ("Envoy") that is designed to withstand normal operating conditions when used for its originally intended purpose in compliance with the Enphase User Manual made available with the originally shipped system. The Enphase limited warranty ("Limited Warranty") covers defects in workmanship and materials of the Envoy ("Defective Product") for a period of one (1) year from the date of original purchase of such Envoy at point of sale to the originally-installed end user location (the "Warranty Period") in locations where we have approved our Envoy for installation as listed on our website at <http://www.enphase.com/warranty>.

During the Warranty Period, the Limited Warranty is transferable to a different owner ("Transferee") as long as the Envoy remains installed at the originally-installed end user location ("Original Location"). Enphase reserves the right to provide separate warranties that shall govern with respect to Envoys installed in specific regions as set forth on our website at <http://www.enphase.com/warranty>.

During the Warranty Period, if Enphase establishes, through inspection, the existence of a defect that is covered by the Limited Warranty, Enphase will, at its option, either (1) repair or replace the Defective Product free of charge, or (2) issue a credit or refund for the Defective Product to the owner of the system in an amount up to its actual value at the time the owner notifies Enphase of the defect, as determined by Enphase.

If Enphase elects to repair or replace the Defective Product, Enphase will, at its option, use new and/or reconditioned parts in repairing or replacing the Defective Product. Enphase reserves the right to use parts or products of original or improved design in the repair or replacement of Defective Product. If Enphase repairs or replaces a Defective Product, the Limited Warranty continues on the repaired or replacement product for the remainder of the original Warranty Period or ninety (90) days from the date of Enphase's return shipment of the repaired or replacement product, whichever is later. The Limited Warranty covers a replacement unit to replace the Defective Product, but does not include labor costs related to (1) un-installing the Defective Product or (2) if applicable, re-installing a repaired or replacement product. To the extent applicable, the Limited Warranty also covers the costs of shipping a repaired or replacement product from Enphase, via a non-expedited freight carrier selected by Enphase, to locations in North America where we have approved our microinverters for installation as listed on our website at <http://www.enphase.com/warranty>. The Limited Warranty does not cover, and Enphase will not be responsible for, shipping damage or damage caused by mishandling by the freight carrier and any such damage is the responsibility of the freight carrier.

Enphase Envoys are designed to withstand normal operating conditions and typical wear and tear when used for their original intent and in compliance with the installation and operating instructions supplied with the original equipment. The Limited Warranty does not apply to, and Enphase will not be responsible for, any defect in or damage to any Enphase Envoy: (1) that has been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (2) that has 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; (3) that has been subjected to fire, water, generalized corrosion, biological infestations, acts of God, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the Enphase Envoy specifications, including high input voltage from generators or lightning strikes; (4) that has been subjected to incidental or consequential damage caused by defects of other components of the solar system; or (5) if the original identification markings (including trademark or serial

number) of such Envoy have been defaced, altered, or removed. This Limited Warranty does not cover cosmetic, technical or design defects, or shortcomings which do not materially influence or affect the energy production or degrade form, fit, or function of the Envoy. The Limited Warranty does not cover costs related to the removal, installation or troubleshooting of the owner's electrical systems. The Limited Warranty does not extend beyond the original cost of the Enphase Envoy.

To obtain repair or replacement service, credit or refund (as applicable) under this Limited Warranty, the owner must comply with the Return Merchandise Authorization Number (RMA) policy and procedure <http://www.enphase.com/rma>.

THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ENPHASE AND, WHERE PERMITTED BY LAW, IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION. IN NO EVENT WILL ENPHASE 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 extent any implied warranties are required under applicable law to apply to the Envoy, such implied warranties shall be limited in duration to the Warranty Period, to the extent permitted by applicable law. Some regions do not allow limitations or exclusions on implied warranties or on the duration of an implied warranty or on the limitation or exclusion of incidental or consequential damages, so the above limitation(s) or exclusion(s) may not apply. This Limited Warranty gives the owner specific legal rights, and the owner may have other rights that may vary from region to region.