

## Limited Warranty for PV Modules sold with Microinverters

-Valid only for consumers in Cyprus, Estonia, Finland, Hungary, Latvia, Lithuania, Republic of Ireland, Norway -

Dear Valued Customer,

Congratulations on the purchase of this product. This photovoltaic module and attached AC microinverter represent a teaming of a photovoltaic module by Maxeon together with a microinverter produced by Enphase. The limited warranty for the photovoltaic module is attached as **Exhibit A**. The limited warranty for the microinverter is attached as **Exhibit B**. Though each of the photovoltaic module and microinverter have separate warranties, please contact Enphase at <https://enphase.com/support/> for all support issues pertaining this module and microinverter. Enphase will direct support issues pertaining to the PV Modules to Maxeon.



## Exhibit A – Limited Warranty for PV Modules sold with Microinverters

### 1. Limited Product and Power Warranties

Effective Date: January 1, 2023.

**PV Module(s).** This Limited Warranty is effective for photovoltaic modules from Maxeon Solar Technologies, Ltd. (“Maxeon”) installed in Cyprus, Estonia, Finland, Hungary, Latvia, Lithuania, Republic of Ireland or Norway with the model numbers listed in the Warranty Table sold after the Effective Date (the “PV Modules”). The PV Module(s) exclude any power electronic, external connector, jumper, microinverter, or other external device included or sold with the PV Modules.

**Warranty Start Date.** The Warranty Start Date is the earlier of: (i) the date of array interconnection, and (ii) 6 months following the delivery of the PV Modules. If the delivery date cannot be verified, then the manufacturing date will be used in its place.

**Product Warranty.** Subject at all times to the terms and conditions in this Limited Warranty, Maxeon warrants the PV Modules will be free from defects in materials and workmanship that materially impact the functioning of the PV Modules under normal application, installation, use and service conditions during the Product Warranty Term, as set forth in the Warranty Table.

**Power Warranty.** Subject at all times to the terms and conditions in this Limited Warranty, Maxeon warrants the PV Modules will have a Measured Peak Power<sup>1</sup> of at least the Guaranteed Peak Power during the Power Warranty Term, as set forth in the Warranty Table.

#### Warranty Table.

PV Modules	Product Warranty Term	Power Warranty Term	Guaranteed Peak Power (a percentage of “Minimum Peak Power,” which is the rated power shown on the label for the PV Module)
SPR-MAXy-xxx-Ex-AC	25 years from the Warranty Start Date	25 years from the Warranty Start Date	98% of the Minimum Peak Power for the 1 <sup>st</sup> year of the Power Warranty Term, reduced by 0.25% at the beginning of each subsequent year of the Power Warranty Term, down to 92% for the final, 25 <sup>th</sup> year
SPR-Py-xxx-Ex-AC	25 years from the Warranty Start Date	25 years from the Warranty Start Date	98% of the Minimum Peak Power for the 1 <sup>st</sup> year of the Power Warranty Term, reduced by 0.45% at the beginning of each subsequent year of the Power Warranty Term, down to 87.2% for the final, 25 <sup>th</sup> year

MICROINVERTER WARRANTY. THIS LIMITED WARRANTY EXCLUDES AND DISCLAIMS ALL WARRANTIES, CONDITIONS AND GUARANTEES PERTAINING TO THE MICROINVERTER(S) INCLUDED WITH THE PV MODULE(S). ENPHASE ENERGY, INC. (“ENPHASE”) PROVIDES A LIMITED WARRANTY (THE “MICROINVERTER WARRANTY”), WHICH CAN BE REVIEWED AT [HTTPS://ENPHASE.COM/WARRANTY](https://enphase.com/warranty) AND IN EXHIBIT B. THE MICROINVERTER WARRANTY IN EXHIBIT B SHALL CONTROL IN CASE OF ANY DISCREPANCY WITH ANY VERSION AVAILABLE ONLINE.

### 2. Customer Support, Claims Process and Coverage

Please contact Enphase at <https://enphase.com/support/> for all support issues pertaining to PV Modules that include an Enphase microinverter. Enphase will direct support issues pertaining to the PV Modules to Maxeon.

If any PV Module fails to conform to this Limited Warranty, provided that any loss in power is determined by Maxeon (in its sole discretion) not to have resulted from one of the excluded events set forth in Section 4 below, then for the applicable Warranty Term, Maxeon will repair, replace or refund the defective PV Module(s) as set forth herein.

If you have a support issue or warranty claim that is not resolved by Enphase, then immediately contact Maxeon at [customers@maxeon.com](mailto:customers@maxeon.com). Upon receipt of a claim, Maxeon may require additional information regarding the claim, including: applicable warranty registration information; itemized proof of purchase, delivery or installation; serial and model numbers; and evidence regarding the basis of claim. All Maxeon obligations hereunder are expressly contingent upon the timely and full provision of such additional information. Returned PV Modules will not be accepted unless prior written authorization has been provided by Maxeon.

For any valid claim hereunder pertaining to any PV Module, Maxeon will, in its sole discretion, repair, replace, or refund the original purchase price of the covered PV Modules. For repairs and replacements, Maxeon will pay reasonable, customary transportation costs for the return of covered PV Modules from, and the shipment of repaired or replacement PV Modules to, the place where the covered PV Modules were originally delivered by Maxeon. Replacement PV Modules may be refurbished or remanufactured PV Modules, will be electrically and mechanically compatible with the covered PV Modules, and will have a substantially equal or greater power rating.

<sup>1</sup> “Measured Peak Power” is a measurement of the watt peak of a PV Module at Standard Test Conditions (1000W/m<sup>2</sup> irradiance, AM1.5, 25C. SOMS current, LACCS FF and Voltage from NREL calibration), as described in IEC61215, measured per IEC60904, and accounting for 3% measurement tolerance. Measured Peak Power measurements require a sweep rate of no less than 200ms to ensure an accurate power measurement. Maxeon can provide a detailed testing procedure or a list of recognized testing agencies upon request.

If Maxeon issues a refund under a valid Product or Power Warranty claim, then Maxeon will refund the original purchase price, minus the market price of any included External Devices (such as a microinverter), for the first five years of the applicable Warranty Term, and then linearly depreciate the refund amount by 4.75% per year (the "Claim Value"), provided that for a valid Power Warranty claim, Maxeon will refund the Claim Value multiplied by the percentage difference between the Guaranteed Peak Power percentage and the Measured Peak Power percentage (both as a percentage of the Minimum Peak Power). If you are unable to substantiate the original purchase price, then Maxeon will use the current market value instead of the original purchase price to determine the Claim Value.

### 3. General Conditions for Warranty Claims

- a) Any and all coverage, rights, and performances under this Limited Warranty is expressly conditioned upon full payment (including full payment of any charges for interest or late payment) due to Maxeon.
- b) Maxeon has no obligations if there are outstanding charges or payments for PV Modules that are the subject of a warranty claim.
- c) All warranty claims hereunder must be filed within the applicable Warranty Term. Any warranty claim filed outside the applicable Warranty Term, including any claim for a latent or undiscovered defect, is invalid and will be rejected by Maxeon.
- d) The Product and Power Warranty Terms for any repaired or replaced PV Module shall not extend beyond the original terms.
- e) When PV Modules are used on a mobile platform of any type, such as a vehicle (not including Trackers), the Product and Power Warranty Terms shall each be limited to 12 years.
- f) PV Modules used with floating mounting systems are excluded entirely unless prior written approval is obtained from Maxeon, subject to any terms, conditions, and changes as may be set out in such written approval.
- g) In cases of PV Module replacement, title to any replaced PV Module shall pass to Maxeon.
- h) All warranty claims must be filed by or on behalf of the warranty holder. Maxeon may require documentation to confirm the identity of the warranty holder, authority of the claimant, and the sale, delivery, and original place of installation of the PV Modules. Maxeon may reject warranty claims with insufficient documentation.
- i) This Limited Warranty is fully assignable by the warranty holder to a third party, provided: the warranty holder provides notice of assignment in accordance with <https://corp.maxeon.com/legal> within 90 days of the assignment; the notice includes reasonable documentation evidencing such assignment; and the subsequent warranty holder completes digital registration of the PV Modules.

### 4. Exclusions and Limitations

The Limited Warranty does not apply to any of the following, including any defects, failure, or power loss caused by:

- a) PV Modules subjected to: (i) misuse, abuse, neglect or accident; (ii) alteration or improper installation (improper installation includes, without limitation, installation that does not comply with all Maxeon installation instructions and operations and maintenance instructions of any type, as may be amended and updated from time to time at Maxeon's sole discretion, and all national, state, and local laws, codes, ordinances, and regulations); (iii) repair or modification by someone other than an approved service technician of Maxeon; (iv) conditions exceeding the voltage, wind, snow load, and any other operational specifications; (v) power failure or surges; (vi) indirect or direct damage from lightning, flood, fire or other acts of nature; (vii) damage from persons, biological activity, or industrial chemical exposure; or (viii) damage from impact or other events outside Maxeon's control.

Please read the safety and installation instructions.

Visit [www.sunpower.maxeon.com/int/InstallGuideACModules](http://www.sunpower.maxeon.com/int/InstallGuideACModules).

Paper version can be requested through [techsupport.EMEA@maxeon.com](mailto:techsupport.EMEA@maxeon.com).



- b) Cosmetic defects or effects stemming from normal wear and tear of PV Module materials and cosmetic variations that do not cause power output to fall below the Guaranteed Peak Power. Normal wear and tear of PV Module materials includes, but is not limited to, fading of frame color, weathering of glass coatings, and areas of discoloration around or over individual solar cells or any part of the PV Module.
- c) PV Modules installed in locations, in Maxeon's absolute judgment, that may be subject to direct contact with bodies of salt water.
- d) PV Modules for which the labels containing product type or serial number have been altered, removed or made illegible.
- e) PV Modules that have been moved from their original installation location without the express written approval of Maxeon.

Maxeon shall not be responsible or liable to the customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, fire, flood, epidemics or pandemics (including without limitation COVID-19) or any other cause or circumstance beyond the reasonable control of Maxeon.



## 5. Limitation of Warranty Scope and Applicable Law

SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES AND CONDITIONS. EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY OR REQUIRED BY APPLICABLE LAW, ALL WARRANTIES, GUARANTEES AND CONDITIONS OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, COURSE OF DEALING, OR USAGE OF TRADE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF MAXEON ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, MAXEON SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PV MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PV MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL MAXEON BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE SPECIFICALLY, BUT WITHOUT LIMITATION, EXCLUDED. MAXEON'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO MAXEON BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM.

SOME JURISDICTIONS MAY LIMIT OR DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF CERTAIN DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

IF ANY PROVISION OF THIS LIMITED WARRANTY IS HELD ILLEGAL BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION, SUCH PROVISIONS SHALL BE MODIFIED TO THE MINIMUM EXTENT REQUIRED TO COMPLY WITH THE LAWS OF SUCH COURT OR OTHER BODY OF COMPETENT JURISDICTION AND ENABLING THE REST OF THIS LIMITED WARRANTY TO CONTINUE IN FULL FORCE AND EFFECT.

THIS LIMITED WARRANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION WHERE THE PV MODULES ARE INSTALLED. THE COMPETENT COURTS SITTING IN SUCH JURISDICTION SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTES ARISING HEREUNDER.

Exhibit B – Enphase Energy, Inc. Limited Warranty – Cyprus, Estonia, Finland, Hungary, Latvia, Lithuania, Republic of Ireland, Norway



Enphase Energy, Inc. Limited Warranty –  
Certain countries located in the European Union

This Limited Warranty is a voluntary manufacturer's warranty provided by Enphase Energy, Inc. ("Enphase") in respect of the products set forth below unless Enphase provides a superseding warranty with respect to specific circumstances or specific regions as set forth on our website at <http://www.enphase.com/warranty>:

- IQ™-series microinverters, and microinverters with product SKU C250- 72-2LN-S2 which, in each case, are continuously connected to the internet through an Envoy™ product, listed below (each a "Microinverter");
- IQ Envoy, IQ Combiner+, IQ Combiner, IQ Commercial Envoy, Envoy-S Standard, Envoy-S Metered, or AC Combiner Box (each, an "Envoy"); and
- Q Aggregator, Q Commercial Aggregator, Mobile Connect, Consumption CT, Q-Relay-1P-INT or Q-Relay-3P-INT; each a "Covered Product".

This Limited Warranty applies in addition to statutory rights available to consumers under consumer laws in your jurisdiction.

If you are a consumer and your Covered Product is defective or does not conform with the contract of sale, you may be able to choose to make a claim under consumer laws in your jurisdiction or under this Limited Warranty (whichever is applicable).

#### Limited Warranty

In addition to your rights under consumer laws in your jurisdiction, subject to the terms of this Limited Warranty (including the limitations and exclusions set out below), Enphase warrants to the Covered Owner (as defined below) that the Covered Product will be free from defects in workmanship and materials for the applicable warranty period set forth below (each a "Warranty Period"), provided that the Covered Product is (i) purchased from Enphase or an entity expressly authorized by Enphase to resell the Covered Product (the "Authorized Reseller"), (ii) the Covered Product remains at the original End User location (the "Original Location"), and (iii) the Original Location is within the European Union, but excluding the European Union countries for which Enphase specifically provides a limited warranty (each, a "Specific Territory"). Please consult the applicable Limited Warranty for a Specific Territory if the Original Location is in a Specific Territory.

#### Covered Product(s) and Limited Warranty Period(s)

<u>Covered Product(s)</u>	<u>Limited Warranty Period(s)</u>
IQ™-series microinverters continuously connected to the internet through an Envoy product	25 years commencing on the earlier of (i) 4 months from the date the Covered Product is shipped from Enphase, or (ii) the date the Covered Product is activated* in Enphase's Enlighten™ system (such applicable date is referred to as the "Warranty Start Date").
SKU C250-72-2LN-S2 microinverters continuously connected to the Internet through an Envoy product	10 years from the Warranty Start Date.
IQ Envoy™, IQ Combiner 3, IQ Combiner+, IQ Combiner, IQ Commercial Envoy, Envoy-S	5 years from the Warranty Start Date.

This Limited Warranty is a voluntary manufacturer's warranty provided by Enphase Energy, Inc. ("Enphase") in respect of the products set forth below unless Enphase provides a superseding warranty with respect to specific circumstances or specific regions as set forth on our website at <http://www.enphase.com/warranty>:

- IQ™-series microinverters, and microinverters with product SKU C250- 72-2LN-S2 which, in each case, are continuously connected to the internet through an Envoy™ product, listed below (each a "Microinverter");
- IQ Envoy, IQ Combiner+, IQ Combiner, IQ Commercial Envoy, Envoy-S Standard, Envoy-S Metered, or AC Combiner Box (each, an "Envoy"); and
- Q Aggregator, Q Commercial Aggregator, Mobile Connect, Consumption CT, Q-Relay-1P-INT or Q-Relay-3P-INT; each a "Covered Product".

This Limited Warranty applies in addition to statutory rights available to consumers under consumer laws in your jurisdiction.

If you are a consumer and your Covered Product is defective or does not conform with the contract of sale, you may be able to choose to make a claim under consumer laws in your jurisdiction or under this Limited Warranty (whichever is applicable).

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IQ Envoy™, IQ Combiner 3, IQ Combiner+, IQ Combiner, IQ Commercial Envoy, Envoy-S	5 years from the Warranty Start Date.

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- g) if the Covered Product has 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 Covered Product specifications set out in the Installation and Operation Manual, including high input voltage from generators or lightning strikes;
  - h) if the defect has been caused by another component of the attached solar system not manufactured by Enphase;
  - i) if the original identification markings (including trademark or serial number) of the Covered Product have been defaced, altered, or removed;
  - j) if the Grid Profile (utility approved operating parameters) of a Microinverter has been altered, and such alteration causes the product to malfunction, fail, or fail to perform; and/or
  - k) if the defect occurs during shipping or transportation after the Covered Product is sold by Enphase to an Authorized Reseller.
- ii. In addition, this Limited Warranty does not cover:
- a) the cost of labour for removal or installation of a Covered Product,
  - b) normal wear and tear or deterioration, or cosmetic, technical or design defects of a Covered Product which do not materially affect energy production or degrade form, fit, or function of the Covered Product;
  - c) theft or vandalism of the Covered Product;
  - d) the removal, installation or troubleshooting of the End User's or the Transferee's electrical systems; and/or
  - e) software programs installed in the Covered Product and/or the recovery and reinstallation of such software programs and data.
2. **Remedies.** If Enphase confirms the existence of a defect that is covered by this Limited Warranty, Enphase will, at its option, either (a) repair or replace the Covered Product free of charge, or (b) issue a prorated credit or refund for the Covered Product to the End User or Transferee in an amount equal to the current market value of the Covered Product at the time the End User or Transferee notifies Enphase of the defect, as determined in Enphase's sole discretion. If Enphase elects to repair or replace the Covered Product, Enphase will, at its option, use new or reconditioned parts or products of original, comparable, or improved design.
3. **RMA Process.** To make a claim under this Limited Warranty, the End User or Transferee must comply with the Return Merchandise Authorization ("RMA") Procedure available at <http://www.enphase.com/warranty>.
4. **Assignment.** Enphase expressly reserves the right to novate or assign its rights and obligations under this Limited Warranty to a third party with the demonstrated expertise and requisite resources needed to effectively discharge the obligations hereunder.
5. **Limitation of Liability.**
- i. Enphase will not be responsible for any loss or damage which is not Enphase's fault or is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract of sale was made, both we and you knew it might happen.
  - ii. Enphase only provides the Covered Product for domestic and private use. If you use the Covered Product for any commercial or business purpose, Enphase will not be responsible for business losses including, for example, loss of profits, loss of business, business interruption or loss of business opportunity.
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iii. Nothing in this Limited Warranty will limit or exclude Enphase's liability for (a) death or personal injury caused by its negligence, (b) fraud or fraudulent misrepresentation, (c) any breach of your legal rights in relation to the Covered Product or (c) for any other liability which cannot be limited or excluded under applicable law.

6. **Governing law** This Limited Warranty is governed by and construed under the laws of England and each party submits to the non-exclusive jurisdiction of the English courts. However, as a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in this Limited Warranty affects your rights as a consumer to rely on such mandatory provisions of local law.

7. **Severability.** If any term of this Limited Warranty is held to be illegal or unenforceable, it will be excluded from this Limited Warranty and the legality or enforceability of the remaining terms will not be affected.

This Limited Warranty is offered by Enphase Energy, Inc.

Contact Details:

Austria	<a href="https://enphase.com/de-de/support">https://enphase.com/de-de/support</a>
Cyprus	<a href="https://enphase.com/en-uk/support/">https://enphase.com/en-uk/support/</a>
Estonia	<a href="https://enphase.com/en-uk/support/">https://enphase.com/en-uk/support/</a>
Finland	<a href="https://enphase.com/en-uk/support/">https://enphase.com/en-uk/support/</a>
Hungary	<a href="https://enphase.com/en-uk/support/">https://enphase.com/en-uk/support/</a>
Republic of Ireland	<a href="https://enphase.com/en-uk/support/">https://enphase.com/en-uk/support/</a>
Italy	<a href="https://enphase.com/en-uk/support/">https://enphase.com/en-uk/support/</a>
Latvia	<a href="https://enphase.com/en-uk/support/">https://enphase.com/en-uk/support/</a>
Lithuania	<a href="https://enphase.com/en-uk/support/">https://enphase.com/en-uk/support/</a>
Malta	<a href="https://enphase.com/en-uk/support/">https://enphase.com/en-uk/support/</a>
Norway	<a href="https://enphase.com/en-uk/support/">https://enphase.com/en-uk/support/</a>
Romania	<a href="https://enphase.com/en-uk/support/">https://enphase.com/en-uk/support/</a>
Slovenia	<a href="https://enphase.com/en-uk/support/">https://enphase.com/en-uk/support/</a>

The grant of this Limited Warranty is expressly conditioned upon the acceptance and agreement by the End User and any permitted Transferee to the terms, conditions, and requirements herein.