

Enphase Energy, Inc. Warranty – EVSE

This Warranty is effective for Covered Products (defined below) that are activated on or after March 31, 2025, *unless* a newer warranty has been posted which applies to your Covered Product’s Warranty Start Date (defined below). Always check <https://enphase.com/warranty> for the correct warranty governing your Covered Product.

1. **Scope of the Warranty.** Subject to the terms of this Warranty, Enphase Energy, Inc. (“**Enphase**”) warrants to the Covered Owner (defined below) that the product(s) listed below and installed for use at the original end user location (the “**Original Location**”) (each a “**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 installed and used in accordance with the Quick Install Guide and the Product Data Sheet (the “**Product Documentation**”) and the Original Location is located within the following countries in Australia and New Zealand (the “**Territory**”). The Product Documentation can be found at <https://enphase.com/installers/resources/documentation/ev-chargers>.

This Warranty is valid only (a) when the Covered Products are sold to the Covered Owner by Enphase itself or by an Enphase-authorized reseller; (b) to the extent permitted by the applicable laws of the Territory; (c) to the extent the exclusions in Section 7 do not apply; and (d) the Covered Owner submits the Warranty claim to Enphase during the Warranty Period and within thirty (30) days of discovering such defect.

Covered Product	Warranty Period
IQ EV Charger with SKU: IQ-EVSE-EU-3032-0105-1300 IQ-EVSE-EU-3032-0005-1300	5 years from the Warranty Start Date (defined below).

For purposes of this Warranty, “**Warranty Start Date**” means the date the Covered Product is activated at the Original Location via the Enphase Installer Portal. If the Covered Product is not activated within thirty (30) days from the date of purchase, the Covered Product purchase date indicated in the Covered Owner’s proof of purchase shall be used as the Warranty Start Date.

2. **Covered Owner.** For the purposes of this Warranty, the “**Covered Owner**” 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 and (b) the Transferee submits to Enphase a completed “Change of Ownership Form,” which Enphase may modify from time to time in its sole discretion. 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 Change of Ownership Form is available at <https://enphase.com/en-au/warranty/australia> (Australia) and <https://enphase.com/warranty/newzealand> (New Zealand).
3. **Additional rights:** If the Original Location of the Covered Products is in Australia, then the Covered Products come with guarantees that cannot be excluded under the Australian Consumer Law. The Covered Owner is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Covered Owner is also entitled to have the Covered Product repaired or replaced if the Covered Product fails to be of acceptable quality and the failure does not amount to a major failure. If the Original Location of the Covered Product is in New Zealand, the Covered Owner may have specific rights under New Zealand’s consumer protection.
4. **Continuous Connectivity.** The Covered Products should be continuously connected to the internet during the Warranty Period, except where 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 Product can receive over-the-air firmware updates.

5. 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 <https://enphase.com/en-au/warranty/australia> (Australia) and <https://enphase.com/warranty/newzealand> (New Zealand). 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 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 picked 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 the 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.

6. Remedies.

- a. During the applicable Warranty Period, if Enphase confirms the existence of a defect that is covered by the 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 (1) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (2) 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 pursuant to this Warranty, (i) Enphase will, at its option, use new and/or reconditioned parts or products of the Covered Product's 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.

7. Warranty Limitations and Exclusions.

- a. This Warranty does not include any cost of labor related to (i) un-installing Covered Product; (ii) re-installing a repaired or replacement product, or (iii) the removal, installation or troubleshooting of the Covered Owner's electrical systems.
- b. The Warranty does not cover, and Enphase will not be responsible for any delays, lost or damage or any other damage to any Covered Product caused by a freight carrier.

- c. 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 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 applicable maximum or minimum limits listed in the applicable Covered Product Data Sheet (as published online at <https://enphase.com/installers/resources/documentation/ev-chargers>), 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; (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; or (viii) the Covered Product has not received "permission to operate" from the authorities having jurisdiction if such permission is required by law.
 - d. 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.
 - e. The 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.
 - f. 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. Additionally, no Enphase employee or authorized reseller is authorized to make any modification, extension, or addition to this Warranty.
8. **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.
9. **Limitation of Liability.**
- a. Enphase will not be responsible under this Warranty for any loss or damage which is not Enphase's fault or is not foreseeable.
 - b. Enphase only provides the Covered Product for domestic and private use under this Warranty. If the Covered Owner uses the Covered Product for any commercial or business purposes, Enphase will not be responsible under this Warranty for business losses, including but not limited to, loss of profits, loss of business, business interruption, and/or loss of business opportunity.
 - c. Nothing in this Limited Warranty will limit or exclude Enphase's liability for (i) death or personal injury caused by its negligence, (ii) fraud or fraudulent misrepresentation, (iii) any breach of the Covered Owner's legal rights in relation to the Covered Product or (iv) for any other liability which cannot be limited or excluded under applicable law.
10. **No Modifications.** No Enphase employee, reseller or other third party is authorized to make any modification, extension, or addition to this Warranty.
11. **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.
12. **Disclaimer of Warranties.** Except to the extent prohibited by applicable law, 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 limited in duration to the duration of this Warranty.

Except to the extent prohibited by applicable law, the grant of this Warranty by Enphase is conditioned upon agreement by the Covered Owner to the terms, conditions and requirements herein. The laws of certain jurisdictions do not allow for the exclusions on the duration of an implied warranty or for exclusions or limitations on legal warranties. Where such laws apply to the Covered Owner, some or all of the exclusions or limitation may not apply to Covered Owner, and such Covered Owner may have additional rights. This Warranty gives Covered Owner specific legal rights, and covered owner may also have other rights that vary from jurisdiction to jurisdiction.

13. **Governing law.** This Warranty shall be governed by and construed in accordance with the laws of the Covered Territory. Each party agrees to submit to the non-exclusive jurisdiction of the courts of the country of residence of the Covered Owner. However, as a consumer, you benefit from the mandatory provisions of the law of your country of residence. Nothing in this limited warranty shall affect your rights as a consumer to invoke such mandatory provisions of local law.

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

15. **Customer Support Contact Information:**

Phone: +61 1800 006 374 (Australia)
+64 09 887 0421 (New Zealand)

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

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