

Limited Warranty for Product SPR-MAX-Ex-AC

-Valid only for consumers in Australia and New Zealand-

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.

SUBJECT AT ALL TIMES TO THE LIMITATIONS UNDER APPLICABLE LAW (INCLUDING THE APPLICABLE CONSUMER GUARANTEES IN PART 3-2 OF THE AUSTRALIAN CONSUMER LAW WHICH CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED), THIS LIMITED WARRANTY (INCLUDING EXHIBITS A AND B) EXPRESSLY CONTAINS THE SOLE AND EXCLUSIVE WARRANTY APPLICABLE TO EACH OF THE PV MODULE MANUFACTURED BY MAXEON AND THE MICROINVERTER MANUFACTURED BY ENPHASE, TOGETHER WITH ALL OTHER PARTS AND WORKMANSHIP INCORPORATED IN THIS PRODUCT; ALL OTHER WARRANTIES, CLAIMS, PROMISES, AND REPRESENTATIONS (IF ANY) ARE EXPRESSLY DISCLAIMED, DENIED AND VOID.

FOR CONSUMERS IN AUSTRALIA, PLEASE NOTE OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE.

EXHIBIT A: Limited Warranty for Maxeon PV Modules / SPR-MAX-Ex-AC

1. Limited Product and Power Warranties

Effective Date: **September 1, 2020.**

PV Module(s). This Limited Warranty is effective for SunPower photovoltaic modules from Maxeon Solar Technologies, Ltd. (“Maxeon”) for the products listed in the table below sold after the Effective Date (the “PV Module(s)”). The PV Module(s) exclude any “External Devices,” such as power electronics, external connectors, jumpers or microinverters included with the PV Modules.

Warranty Start Date. The Warranty Start Date is the earlier of: (i) the date of array interconnection or commissioning, and (ii) 6 months following the date of Maxeon delivery. 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 Module(s) will be free from defects in materials and workmanship under normal application, installation, use and service conditions that materially impact the functioning of the PV Module(s) during the Product Warranty Term, as set forth in the table below.

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 Power¹ of at least the Guaranteed Peak Power during the Power Warranty Term, exclusive of defects covered under the Product Warranty, as set forth in the table below.

PV Modules	Product Warranty Term	Power Warranty Term	Guaranteed Peak Power
SPR-MAX-Ex-AC	25 years	25 years	98% of Minimum Peak Power ² for the 1 st year, reduced by 0.25% for each year thereafter, such that the Guaranteed Peak Power for the final, 25 th year will be 92% of the Minimum Peak Power.

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 APPENDIX A. THE MICROINVERTER WARRANTY IN APPENDIX A 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. 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 and customary transportation costs for the return of the 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.

For PV Modules originally sold by any Maxeon affiliate or authorized reseller thereof and installed in Australia or New Zealand, Maxeon will pay reasonable, necessary, and actual removal and reinstallation service costs of repaired or replaced PV Modules during the applicable Warranty Term, up to AUD 375 for up to 5 PV Modules and AUD 75 per PV Module thereafter, provided that, (a) Maxeon has sole discretion

¹ “Measured Peak Power” is a measurement of the DC watt peak of a PV Module at Standard Test Conditions (1000W/m² irradiance, AM1.5, 25C. SOMS current, LACCS FF and Voltage from NREL calibration), as described in IEC61215, measured per IEC60904, from the DC connectors, 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.

² “Minimum Peak Power” is the rated DC power shown on the PV Module label.

to select the service provider performing such services, and (b) Maxeon will pay the service provider for such service costs, and (c) in no event will the cost of labor for repair and/or replacement of microinverters be covered under the terms of this Limited Warranty.

If Maxeon issues a refund under a valid Product or Power Warranty claim, 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).

3. General Conditions for Warranty Claims

- a) This Limited Warranty, including any right or obligation, is expressly conditioned upon full and timely payment by the customer.
- b) All warranty claims 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.
- c) The Product and Power Warranty Terms for any repaired or replaced PV Module shall not extend beyond the original terms.
- d) When PV Modules are used on a mobile or vehicle platform of any type, the Warranty Terms are each limited to 12 years.
- e) PV Modules used with floating mounting systems are excluded entirely unless written pre-approval is obtained from Maxeon.
- f) In cases of PV Module replacement, title to any replaced PV Module shall pass to Maxeon.
- g) This Limited Warranty is fully assignable to any third party provided that the warranty holder provides Maxeon, within 90 days of assignment: (i) notice of the assignment; and (ii) reasonable documentation evidencing the assignment.

4. Exclusions and Limitations

The Limited Warranty does not apply to any of the following:

- a) PV Modules subjected to: (i) misuse, abuse, neglect, accident or alteration (misuse includes, without limitation, failure to comply with all installation, repair, operation and maintenance instructions of any type, as may be amended and updated from time to time at Maxeon's or Enphase's sole discretion, and all national, state, and local laws, codes, ordinances, and regulations); (ii) service, repair or modification by someone other than an approved service technician of Maxeon; (iii) conditions exceeding the voltage, wind, snow load, temperature, or any other operational specification; (iv) power failure or surges; (v) indirect or direct damage from lightning, flood, fire, smoke, or acts of nature; (vi) damage from persons, biological activity, or industrial chemical exposure; or (vii) glass breakage from impact or other damage outside Maxeon's control.
- b) Cosmetic defects or effects from normal wear and tear of 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.
- f) PV Modules that do not conform to the Power Warranty as a result of, in Maxeon's sole discretion, defects in materials or workmanship or as a result of any other damage to the PV Modules.
- g) Any defect or malfunction arising out of the microinverter.

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, nature, fire, flood or any other cause or circumstance beyond the reasonable control of Maxeon.

5. Limitation of Warranty Scope and Applicable Law

SUBJECT TO LIMITATIONS UNDER APPLICABLE LAW (INCLUDING THE APPLICABLE CONSUMER GUARANTEES IN PART 3-2 OF THE AUSTRALIAN CONSUMER LAW WHICH CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED), THIS LIMITED WARRANTY 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 INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE 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 DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IF ANY PROVISION OF THIS LIMITED WARRANTY IS HELD UNENFORCEABLE OR ILLEGAL BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION, SUCH PROVISIONS SHALL BE MODIFIED TO THE MINIMUM EXTENT REQUIRED SUCH THAT THE REST OF THIS LIMITED WARRANTY WILL 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 LIMITED WARRANTY –AUSTRALIA AND NEW ZEALAND



Enphase Energy Limited Warranty –
Australia and New Zealand

This Limited Warranty is a voluntary manufacturer’s warranty provided by Enphase Energy, Inc. (“**Enphase**”) to Covered Owners of Maxeon photovoltaic systems in respect of the products set forth below:

- **IQ™7-series Microinverters (“Microinverter”)** which are continuously connected to the internet through the Envoy™ product listed below;
- **Envoy-S Metered (“Envoy”);**
- **Mobile Connect;** and
- **Consumption CT;**

each a, “**Covered Product**”.

This Limited Warranty applies in addition to guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to replacement or refund for a major failure of the goods and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods are defective and the defect does not amount to a major failure.

You may also have certain consumer guarantees for goods supplied in New Zealand.

If you are a consumer and your Enphase Energy 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 listed below), Enphase warrants to the Covered Owner (defined below) that the Covered Product will be free from defects in workmanship and materials for the applicable product warranty period set forth below (each a “**Warranty Period**”), provided that the Covered Product i) is purchased from Enphase or an entity expressly authorized by Enphase to resell the covered Product (the “**Authorised Reseller**”), ii) is part of a Maxeon photovoltaic system, (iii) remains at the original End User location (the “**Original Location**”), and iii) the Original Location is located within Australia or New Zealand.

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

<u>Covered Product(s)</u>	<u>Limited Warranty Period(s)</u>
IQ7-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 ”).
Envoy-S Metered	5 years from the Warranty Start Date.
Mobile Connect	5 years from the Warranty Start Date.
Consumption CT	5 years from the Warranty Start Date.

*A Covered Product is considered “activated” when the Maxeon PV solar system has received “permission to operate” by authorities having jurisdiction.

If Enphase repairs or replaces a Covered Product, the Limited Warranty will continue on the repaired or replacement product until the later of (i) the end of the original Limited Warranty Period as set in the table above or (ii) 90 days from the date of receiving the repaired or replacement product, as long as the repaired or replacement product is installed (and where the repaired or replacement product is a microinverter, connected to the internet through an Envoy) within 45 consecutive days from the date on which you receive the repaired or replacement product and remains continuously connected to the internet thereafter.

This Limited Warranty is given only to the end user who acquired and put the Covered Product into use for the first time (the “**End User**”) or to a subsequent end user (the “**Transferee**”) (each of the End User or Transferee being a “**Covered Owner**”) as long as (i) the Covered Product remains at the original location and (ii) 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 coverage under this Limited Warranty. The Transfer Fee is set out 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>.

A claim under the Limited Warranty must be submitted by following the procedures set out in Paragraph 3 below (RMA Process).

This Limited Warranty is subject to certain limitations and exclusions, which are also described below.

1. Warranty Exclusions.

- i. This Limited Warranty will not apply in the following circumstances:
 - a) if the Covered Product is not registered with Enphase and (where the Covered Product is a microinverter) connected to the internet through an Envoy product (as described in the Installation and Operation Manual found at www.enphase.com) within 45 consecutive days following the Warranty Start Date and remains continuously connected to the internet thereafter;
 - b) if the Covered Product is not installed, operated, handled, or used in accordance with the Quick Install Guide (provided with the Covered Product) or Installation and Operation Manual or under conditions for which the Covered Product was not designed;
 - c) if the defect arises after the expiration of the Warranty Period;
 - d) if the Covered Product has been altered, modified or repaired (unless such alteration, modification or repair is made by Enphase or a third party acting on its behalf);
 - e) If the Covered Product has been misused, neglected, tampered with or otherwise damaged;
 - f) If the Covered Product has been used in an unsuitable environment, or in a manner contrary to the Installation and Operation Manual, or otherwise than in accordance with applicable laws or regulations;
 - 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 Authorised 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 (a) notify the Authorised Reseller from whom the Covered Product(s) was purchased; (b) provide proof of the original purchase; (c) provide a description of the alleged defect; and (d) provide the relevant serial number and the Warranty Start Date. End Users or Transferees that are unable to locate the Authorised Reseller from whom the Covered Product(s) was purchased should contact Enphase directly:
- For in country support in Australia or New Zealand, please contact Enphase Customer Support at <http://enphase.com/global/au/> or by telephone at +61 1800 006 374 (Australia) or +64 09 887 0421 (New Zealand).**
4. 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 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.
 - 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 Australia, and each party submits to the non-exclusive jurisdiction of the Australian 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:

Australia	https://enphase.com/en-au/support +61 1800 006 374 (Australia)
New Zealand	https://enphase.com/en-au/support +64 09 887 0421 (New Zealand)

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.