

EXHIBIT B: NYSERDA ADDENDUM

ADDENDUM TO CUSTOMER AGREEMENT NY-Sun Incentive Program



not make any representations of any kind regarding the results to be achieved by the solar generation systems, including if applicable, any energy storage system, or the adequacy or safety of such measures.

Quality Solar Installer (QSI) Designation: NYSERDA's Quality Solar Installer designation is solely based on field inspected projects during the previous calendar year and the Gold Status is based on the Quality Solar Installer designation for previous three years. The Quality Solar Installer Designation and the Gold Status should not be construed as NYSERDA's endorsement, guarantee, or warranty of any particular manufacturer, product, the Builder, or the Contractor. NYSERDA does not endorse, guarantee, or warrant any particular manufacturer, product, the Builder, or the Contractor, and NYSERDA disavows and provides no warranties, expressed or implied, for any product or services that may be rendered by participating contractor or builder.

Cost Estimate/Total System Price: The Customer has relied upon the Contractor to include any and all costs associated with the complete installation of the proposed PV system, including if applicable, any energy storage system, in the Agreement. If additional costs are sought from the Customer, the Agreement may be cancelled without penalty and the customer may seek a full refund of any deposit paid to Contractor or costs the Customer incurred under the Agreement, less any reasonable site visit fees charged by the Contractor.

Incentive Estimate: If the Contractor does not submit a completed Project Application to NYSERDA, or if the Project Application (a) is not approved by NYSERDA or (b) if NYSERDA approves a lower incentive, the Customer may terminate the Agreement without penalty and seek a full refund of any deposit paid to Contractor or costs he or she incurred under the Agreement, less any reasonable site visit fees charged by the Contractor.

Approved System Design: NYSERDA may review the design of the PV System, including if applicable, any energy storage system, considering issues including, but not limited to, system layout, orientation, shading, expected output, etc. NYSERDA approval of the Project Application is contingent on adherence to the proposed system design. Contractors/Builders must receive approval from NYSERDA for any material modification of the proposed system or its components, or the incentive may be revoked.

System Warranty for Purchase Agreements: The Contractor shall offer a full, transferable warranty to the purchaser of the PV System installed under this Customer Purchase Agreement for a period of five (5) years after the Contractor has completed the installation and NYSERDA's final approval has been provided. This warranty covers all components of the generating system against breakdown or degradation in electrical output of more than 10% from the original rated electrical output. This warranty shall cover the full cost, including labor, repair, and replacement of defective components or systems. The contractor shall provide warranty coverage in a timely manner regardless of the level of support from the equipment manufacturer. Warranty service requests shall be responded to within 72 hours and repairs shall be completed within 30 days. Storage equipment must consist of commercial products carrying at least a 10-year manufacturer warranty. The warranty must cover the entire energy storage system including ancillary equipment and power electronics. The Contractor shall provide the customer with information on any additional or extended warranties that may be applicable.

Production Warranty for PPA/Leases: The Contractor shall offer a production guarantee to the Customer for the initial term of this Agreement, at a minimum. This production guarantee will provide the Customer with compensation if the system produces less than the guaranteed output as specified in the

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PPA or lease agreement. Guaranteed output may not allow cumulative degradation in electrical output of more than 1% per year from the original rated electrical output for the initial term of this agreement. Under no circumstance will the Customer be responsible for any labor and repair or replacement costs of defective components or systems over the initial term of this Agreement. Should the Customer sell the property at which the solar facility is located, the production guarantee is fully transferrable to a new lessee, consistent with the terms of the lease or PPA.

The following term will apply ONLY to NY-Sun supported PV projects under the Commercial & Industrial Program:

Commercial & Industrial Energy Assessment: The Contractor will provide building owners with information on benchmarking tools, such as ENERGY STAR's portfolio manager benchmarking tool or other equivalent tool. If requested by the building owner, the Contractor or Builder will help input utility bill information in the tool in order calculate an energy use index and, where applicable, an ENERGY STAR score. Customers will not be required to benchmark or implement energy efficiency upgrades as a prerequisite for receiving the standard NY-Sun incentive.

PV System Completion/Commissioning: The Contractor agrees to complete the installation of the PV system, and request all necessary inspections, within 912 days of NYSERDA's approval of the Project Application. Unless written approval of an extension has been issued by NYSERDA, the Contractor will be required to return any and all incentive payments to NYSERDA if this milestone is not met.

The following terms will apply ONLY to NY-Sun supported PV projects under the Residential & Nonresidential Program:

System Losses: All potential system output losses (after all equipment losses are applied) associated with shading, system orientation, tilt angle, etc. may not exceed 20% of optimal system output to receive the full incentive. Such losses must be detailed in each application package using industry accepted shading and orientation tools, verifiable assumptions and calculations. Systems with losses greater than 20% of optimal output due to shading and orientation issues may be considered on a case-by-case basis. However, any available incentives for these systems will be prorated by output loss. In cases where trees or any other obstruction must be removed or moved in order to meet the program rules, incentive payments will not be made until a new shading analysis and photos, verifying that the obstruction(s) have been removed are reviewed and approved by NYSERDA. Any trees or obstructions must be clearly labeled in the site map.

Green Jobs Green New York (GJGNY) Financing: Should an eligible residential customer who chooses to access GJGNY financing for their PV system project be unable to proceed with installation of the PV system, due to either the system not meeting the Program's eligibility requirements, or the customer is denied low-interest financing through GJGNY, the customer may terminate the Agreement without penalty and seek a full refund of any deposit paid to /Contractor or costs he or she incurred under the Agreement, less any reasonable site visit fees charged by the /Contractor.

PV system completion/commissioning: The Contractor agrees to complete the installation of the PV system, and request all necessary inspections, within 365 days of NYSERDA's approval of the Project Application. Unless written approval of an extension has been issued by NYSERDA, the Contractor will

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be required to return any and all incentive payments to NYSERDA if this milestone has not been met.

Residential Clipboard Energy Efficiency Assessment: The Contractor agrees to complete a clipboard energy efficiency assessment consisting of two main components: an interview of the home owners to determine energy-use habits, and identify energy-saving opportunities, especially low- and no-cost measures that could reduce the electricity load of the residence. The Participating Contractor will review assessment results with the homeowner and provide the homeowner with a copy of the assessment report. Customers will not be required to implement energy efficiency upgrades as a pre-requisite to receiving the standard NY-Sun incentive.

Nonresidential Energy Assessment: The Contractor will provide building owners with information on benchmarking tools, such as ENERGY STAR's portfolio manager benchmarking tool or other equivalent tool. If requested by the building owner, the Contractor or Builder will help input utility bill information in the tool in order calculate an energy use index and, where applicable, an ENERGY STAR score. Customers will not be required to benchmark or implement energy efficiency upgrades as a pre-requisite for receiving the standard NY-Sun incentive .

Affordable Solar Incentive – Contract Requirements: Contracts for PPA/lease projects receiving the Affordable Solar additional incentive shall not contain price escalators over the life of the agreement, and all projects receiving this incentive shall provide a cost savings to the customer over the life of the agreement, as documented by the Affordable Solar Residential Project Screening Tool included in the incentive application.

Contracts for PPA/lease projects participating in the TPO Pilot must reflect that the following requirements are met:

- The project is financed through a fully prepaid lease or PPA, with no outstanding financial obligation to the customer beyond the GJGNY loan.
- The project must provide annual customer cost savings of at least 50% per kWh for the lifetime of the GJGNY loan, as documented in the GJGNY pro-forma tool submitted with the incentive application.
- TPO Pilot projects must not exceed a GJGNY loan size of \$6,000.

General Business Law: If this Agreement is deemed to be a Home Improvement Contract under the NYS General Business Law §770, et seq., Customer is entitled to various notices. A description and explanation of this law can be accessed at <http://www.dec.ny.gov/lands/5341.html>. This Agreement may also be subject to the federal Consumer Leasing Act (15 USC 1667 et. seq). <http://www.federalreserve.gov/boarddocs/supmanual/cch/leasing.pdf>

Statement of Acknowledgement: By signing, all parties acknowledge that they have read and understand all of the above information and requirements and agree to abide by them.

Contractor: By signing below, the Contractor confirms that there is a fully-executed Agreement to install the PV project, and if applicable, the energy storage system, that has been signed by both Contractor and Customer and that the costs and incentives stated on the NYSERDA approved application for incentive funding are complete and accurate. The Contractor is responsible for keeping this document on file. NYSERDA may request, at any time, that a signed copy of this addendum be provided. Contractor further attests that the customer signature appearing below is the true and genuine signature of the customer and that it was affixed to this document on the date indicated.

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Print Customer Name: Charlene Wells

Customer Signature: _____ Date _____

Contractor Company Name: Solar Liberty Energy Systems, Inc.

Contractor Name (Print): Nathan T. Rizzo

Contractor Signature: _____ Date _____

EXHIBIT C:

Generation System Disclosure Form	
Customer Information	Charlene Wells, 908 Country Highway 16, Garratsville NY, 13342, Telephone 607-965-8381, Email: NancyMMTownCouncil@gmail.com Utility: National Grid
Distribution Utility	
Overview	This document describes your residential solar purchase agreement. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement. Under this contract, you will purchase the generation system installed on your property.
Price, Fees, and Charges	You will be responsible to pay the Total System Cost or Contract Price of \$27,146.27 less any NYSERDA fees we receive. The Contract Price shall be due and payable immediately after we complete construction of your system. If you are financing the purchase of your system through third-party financing, a home equity loan or credit line, you must make arrangements sufficiently in advance to have funds ready at the time we complete the system. Typically, it takes Solar Liberty one to three days to complete a system once we begin building your system. For an estimated breakdown of the costs, please refer to Section 3 of the Agreement above. Unless there are charges related to bringing your home up to code, reinforcing your roof or burying a cable line through unusually and unexpectedly rocky soil, the price is all inclusive of the system. For a list of any credits, incentives, or rebates that will be credited against your Contract Price, please see Sections 5 and 6 of this Agreement.
Installation	The system shall be located Roof of the above-referenced address. Presently, Solar Liberty is designated to installation your photovoltaic system.
System Size and Generation	The system size is 5,520 kW DC and is expected to produce 6,579.84 kWh of electricity in the first year of production. The system will degrade, and production will be reduced by an estimated 2 percent in the first year and 0.2 percent every year thereafter.
Maintenance and Repairs	This contract does not include System Maintenance, the upkeep and services required or recommended to keep the System operating as intended. This contract does not include System Repairs, actions needed to fix malfunctions other than pursuant to the terms and conditions of the five-year material and workmanship Warranty stated herein. Please contact Solar Liberty for any maintenance or warranty questions.
Roof Warranty	Your roof is not warrantied against leaks or other damage resulting from System installation, other than leaks that can be clearly shown to be caused by defects in the materials we use and our workmanship for the durations set forth in our Agreement.
Length of Agreement and End of Contract Term	This Agreement shall remain in effect from now until we can install your system which time-period varies with delays due to permitting delays or weather-related

	delays. But, at the end of this contract, and payment of the agreed upon Contract Price, you will own the turn-key system installed on your property.
Early Termination and Selling Your Property	<p>You may be entitled to terminate this Agreement with no penalties or fees if we determine that your roof, structure of your home, or terrain, if applicable, will cause an increase in cost that is not covered by our contract price and that you will be responsible for the cost of upgrading or additional measures. If none of these circumstances apply and you elect to terminate this Agreement you may be responsible for a cancellation fee of up to 15% of the Contract Price to cover out of pocket and in-house costs associated with the design, engineering, and permitting of your system.</p> <p>If you need to sell your property after the system is installed and paid for in full, according to the terms of this Agreement, you may sell the system with your home. Since you already own the system, there is typically no additional paperwork needed to transfer ownership of the system. If required by the new owner, Solar Liberty will cooperate with you in satisfying all reasonable and customary requests regarding the transfer and sale of our system.</p>
Estimated Benefits	This system is expected to generate a total of 6,579.84 kWh over a period of 25 years. Assuming your electricity rate is 0.151 and increases each year by 0.02, your system is expected to generate savings of 37,009.32 over the 25-year period. The average annual cost to service your system is \$2,500.00 over 25 years yielding a net 25-year savings of 34,509.32.
Guarantees	This contract does not guarantee savings or a minimum level of production.
Data Sharing and Privacy Policy	To designing a system to complement your current power usage, Solar Liberty will obtain from your utility your electrical power consumption over the past year. Your data will only be used for design and engineering purposes and will not be shared by Solar Liberty with any third party.
Right to Cancel Without Penalty	You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Provider at Solar Liberty Energy Systems, Inc., (866.807.3639), info@solarliberty.com.
Customer Rights	If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html .
Other Important Terms	If you are unable or fail to pay for the system, Solar Liberty will have the right to file a mechanics lien upon your property charge interest of up to 1.5% on the balance due each month that the system goes unpaid. We also have the right to file a lien upon your home until the balance of the Contract Price is paid in full.
Preparer Name	Brian Kraus

PANEL WARRANTY

See Attached

Limited Warranty Certificate for REC Alpha solar panels' (Limited Warranty) (valid as of January 1, 2019)

This Limited Warranty covers all the above named REC solar panels (as defined above¹) delivered to REC customers on or after January 1, 2019, and is valid in all member states of the Organization of American States (OAS) only.

REC SOLAR PTE. LTD. (hereafter the 'Warrantor' or 'REC') issues the following voluntary warranty to the end-user who purchased the Product in one of the states mentioned above and put the Product into use for the first time (the 'Original End-User'). In addition to the rights under this Limited Warranty, the Original End-User may be entitled to statutory warranty rights under applicable national laws which shall not be affected or limited in any way by this Limited Warranty.

I. Product Warranty

Subject to the terms and conditions of this Limited Warranty, for a period of 20 years² from the date of purchase by the Original End-User (not exceeding a maximum period of 20.5 years³ from the date of production as identified on the Product), REC warrants that the Products:

- Are free from defects in material and workmanship if installed and used in accordance with the installation instructions available to download from www.recgroup.com; and
- Will remain safe and operational if cable and connector plugs are installed professionally and are not permanently positioned in water; provided however, that damage to the cable caused by abrasion on a rough surface due to insufficient fixing or to unprotected running of the cable over sharp edges is excluded. Damage caused by animals is also excluded; and
- Will not experience freezing up of the aluminum frames if installed correctly.

The outer appearance of the Product, including scratches, stains, rust, mould, discoloration and other signs of normal wear and tear, which occurred after delivery or installation, do not constitute defects, provided the functionality of the Product is not affected. Glass breakage constitutes a defect only if not caused by any external influence.

If a defect (or serial defect⁴) occurs during the Warranty Period affecting the functionality of the Product, REC will, at its sole option:

- Repair the defective Product; or
- Replace the Product with an equivalent product; or
- Refund the current market price of an equivalent product at the time of the claim.

II. Performance Warranty

Subject to the terms and conditions of this Limited Warranty, REC warrants that the actual power output (performance) of the Product will reach at least 98% of the nameplate power output specified on the Product during the first year (calculated from the date of production as identified on the Product). From the second year, the actual power output will decline annually by no more than 0.25% for a period of 24 years, so that by the end of the 25th year, an actual output of at least 92% of the nameplate power output specified on the Product will be achieved.

This Performance Warranty covers only reduced performance due to natural degradation of the glass, the solar cell, the embedding foil, the junction box and interconnections under normal use.

If the Product does not reach the warranted power output levels set out above when measured by the Warrantor or by an accredited independent measuring institute⁵ agreed to prior to testing by the Warrantor, under standard test conditions (IEC 61215) and taking into account a $\pm 3\%$ tolerance range, then REC will, at its sole option:

- Repair the Product; or
- Replace the Product with an equivalent product or to supply additional panels as necessary to achieve the warranted percentage of specified power output; or
- Refund the current market price of an equivalent product at the time of the claim.

¹ Including product variants with one or more of the suffixes: Black, Pure, Pure-R, 72, Q2, and excluding panels showing Q3, as part of the product name.

² This may be extended for additional 5 years subject to the prevailing conditions of the REC Certified Solar Professional Program. For more information on products, installation types & installers qualified for that extension see: www.recgroup.com/rec-certified-solar-professional-program-installers.

³ 25.5 years in the case of prevailing footnote ⁵.

⁴ Serial defects can only be confirmed by REC as a serial defect event in accordance with REC standards of serial defects.

⁵ Examples: Fraunhofer ISE, TÜV Rheinland, UL or equivalent as discussed and agreed by REC prior to testing.

III. Warranty Conditions, Limitations and Exclusions

1. This Limited Warranty is not transferable by the Original End-User, except to a subsequent owner of the solar power facility at which the Product was originally installed and remains installed, provided that this solar power facility has not been altered in any way or moved from the structure or property at which it was originally installed.
2. Notification of a warranty claim hereunder must be given without undue delay after detection of the defect and prior to the expiration of the applicable Warranty Period and in accordance with the procedure as set out in section IV below.
3. **Please note that this Limited Warranty does not cover, nor will the Warrantor reimburse, any on-site labor or other costs incurred in connection with the de-installation or removal of defective Products, transport or the re-installation of replaced or repaired Products or any components.**⁶
4. The Warrantor may use remanufactured or refurbished parts or products when repairing or replacing any Products under this Limited Warranty. Any exchanged or replaced parts or Products will become the property of REC. The Warranty Periods set out in sections I. and II. above will not be extended in any way in the event of a replacement or repair of a Product.
5. This Limited Warranty requires that the Product is installed according to the latest safety, installation and operation instructions provided by REC and does not apply to damage, malfunction, power output or service failures which have been caused by: (a) repair, modifications or removal of the Product by someone other than a qualified service technician; (b) any improper attachment, installation or application of the Product or (c) abuse, misuse, accident, negligent acts, power failures or surges, lightning, fire, flood, accidental breakage, actions of third parties and other events or accidents outside REC's reasonable control and/or not arising under normal operating conditions.
6. This Limited Warranty is provided voluntarily and free of charge and does not constitute an independent guarantee. Therefore, if any defect materially affects the functionality of the Product or results in a power output below the warranted levels, the Original End-User's remedies are limited exclusively to the remedies set out under sections I. and II. in the warranty cases specified herein. **REC ASSUMES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE WARRANTIES MADE HEREIN AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REC EXCLUDES ALL LIABILITIES FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM THE USE OR LOSS OF USE OF THE PRODUCTS TO PERFORM AS WARRANTED; INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF POWER, LOST PROFITS OR SAVINGS NOR EXPENSES ARISING FROM THIRD-PARTY CLAIMS.** This does not apply to the extent the Warrantor is liable under applicable mandatory product liability laws or in cases of intent or gross negligence on the part of the Warrantor.
7. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflict of laws provision. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to or govern this Limited Warranty or any aspect of any dispute arising there from.

IV. Warranty Claim Procedure

Claims under this Limited Warranty must be made by notifying the authorized distributor or seller where the Product was first purchased. A claim may be registered at:

www.recgroup.com/claims

Contact details for REC global distribution partners can be found at:

www.recgroup.com/distributors

Once a claim has been submitted, it will be handled by the REC Regional Office, details of which can be found at:

www.recgroup.com/contact

For a warranty claim to be processed, proof of the original purchase of the Product and any subsequent sales including transfer of this Warranty need to accompany the claim. The claim must include a description of the alleged defect(s) as well as the Product's serial number(s). Prior to returning any Products or components to REC, an RMA (Return Merchandise Authorization) number is required, which may be obtained by contacting REC via the aforesaid address.

This warranty is valid for Products delivered to REC customers on or after January 1, 2019.

⁶ Further warranty extensions may be given through REC Certified Solar Professional installers according to the conditions of the REC ProTrust Warranty package. See www.recgroup.com/protrust for further details.

Certificado de garantía para los módulos de la serie REC Alpha¹ (válida a partir del 1 de enero de 2019)

Esta garantía es válida para todos los productos REC (según lo definido anteriormente¹) entregados a partir del 1 de enero de 2019 en todos los Estados miembro de la Organización de los Estados Americanos (OES).

REC SOLAR PTE. LTD. (en lo sucesivo, el «garante» o «REC») concede la siguiente garantía voluntaria al usuario final que adquiera el producto en un Estado miembro de la OES y que utilice el producto por primera vez (en lo sucesivo, el «usuario final original»). Además de los derechos que concede la presente garantía limitada, el usuario final original puede tener otros derechos de garantía en virtud de la legislación nacional vigente que no se verán afectados ni limitados de ningún modo por esta garantía limitada.

I. Garantía del producto

REC garantiza, según las condiciones de la presente garantía limitada, durante un periodo de 20 años² a partir de la fecha de compra por parte del usuario final original (siempre y cuando no se sobrepase un periodo máximo de 20,5 años³ desde la fecha de fabricación indicada en el producto) (el «periodo de garantía») que los productos:

- No presentarán defectos materiales ni de fabricación si se instalan y utilizan de acuerdo con las instrucciones de instalación que pueden descargarse de la web www.recgroup.com; y
- Serán seguros y permanecerán en funcionamiento si el cable y los conectores se han instalado de un modo profesional y no están permanentemente en contacto con agua; siempre y cuando se excluyan los daños en el cable provocados por la abrasión en una superficie rugosa debido a una fijación insuficiente o al desplazamiento sin protección del cable sobre bordes afilados. También quedan excluidos los daños provocados por animales; y
- Los marcos de aluminio no se deformarán por efectos de congelación del agua en el interior si se han instalado correctamente siguiendo las instrucciones de nuestro Manual de Instalación.

La apariencia externa del producto, incluidos arañazos, manchas, óxido, moho, decoloración u otros signos de desgaste normal que aparezcan tras la entrega o instalación, no constituye un defecto siempre y cuando no afecte a la funcionalidad del producto. La rotura del cristal constituye un defecto sólo si no ha sido provocada por un factor externo.

Si durante el periodo de garantía aparece un defecto (o defecto de série⁴) que afecte a la funcionalidad del producto, REC podrá, según su criterio:

- Reparar el producto defectuoso; o
- Sustituir el producto por un producto equivalente; o
- Reembolsar el precio de mercado vigente de un producto equivalente en el momento en que se produzca la reclamación.

II. Garantía de la potencia nominal

REC garantiza, según lo dispuesto en la presente garantía, que la potencia nominal real del producto llegará como mínimo al 98% de la potencia nominal especificada en la placa del producto durante el primer año (calculado a partir de la fecha de fabricación indicada en el producto). A partir del segundo año, la reducción anual de la potencia nominal real no superará el 0,25% durante un periodo de 24 años, de modo que al finalizar el 25º año, la potencia nominal real alcanzará como mínimo el 92% de la potencia nominal especificada en la placa del producto.

Esta garantía de potencia nominal sólo cubre la reducción del rendimiento debida a una degradación natural del cristal, de la célula solar, de la lámina incrustada, de la caja de conexiones y de las interconexiones producida en caso de uso normal.

Si el producto no alcanza los niveles de potencia nominal garantizados señalados anteriormente durante una medición efectuada por el garante o por un instituto de medición acreditado e independiente⁵ autorizado por el garante con anterioridad a la realización de la prueba, en las condiciones estándar de ensayo (IEC 61215) y teniendo en cuenta una tolerancia del $\pm 3\%$, REC podrá, según su criterio:

- Reparar el producto; o
- Sustituir el producto por un producto equivalente o suministrar los módulos adicionales necesarios para llegar al porcentaje garantizado de la potencia nominal especificada; o
- Reembolsar el precio de mercado vigente de un producto equivalente en el momento en que se produzca la reclamación.

¹ Incluidas las variantes de producto con uno o más de los siguientes sufijos: Black, Pure, Pure-R, 72, Q2 y excluyendo paneles que marcan Q3 como parte del nombre del producto.

² Puede ampliarse a 5 años más en función de las condiciones que prevalecen en el REC Certified Solar Professional Program. Para obtener más información sobre los productos, tipos de instalación e instaladores cualificados para realizar dicha ampliación, consulte: www.recgroup.com/rec-certified-solar-professional-program-installers 25,5 años en caso de condiciones predominantes³.

⁴ Los defectos de série sólo pueden ser confirmados por REC para ser considerados como un defecto de série, y deben de estar de acuerdo con los estándares de REC relativos a este tipo de defectos en la producción.

⁵ Ejemplos: Fraunhofer ISE, TÜV Rheinland, UL o laboratorio equivalente según sea acordado por REC antes de la prueba.

III. Condiciones, limitaciones y exclusiones de la Garantía

1. El usuario final original no puede transferir la presente garantía, excepto si se trata del subsiguiente propietario de la misma instalación de energía solar fotovoltaica en la cual se instaló originalmente y sigue instalado el producto, siempre y cuando dicha instalación de energía solar no se haya modificado de ningún modo ni trasladado del edificio o propiedad en la cual haya sido instalada inicialmente.
2. En virtud del presente documento, cualquier reclamación de garantía deberá notificarse sin demora tras la detección del defecto y con anterioridad al vencimiento del periodo de garantía aplicable, de conformidad con el procedimiento de tramitación de la garantía estipulado en el apartado IV que aparece más abajo.
3. **La presente garantía no cubre, y el garante no reembolsará, ningún tipo de trabajo in situ ni ningún otro coste en el que se haya incurrido en relación con el desmontaje o la retirada de productos defectuosos, con el transporte o con la reinstalación de los productos reparados o sustituidos o de cualquiera de sus componentes.**⁶
4. El garante podrá, según su criterio, utilizar piezas o productos remanufacturados o reacondicionados a la hora de reparar o sustituir el producto al que se aplica la presente garantía limitada. Todas las piezas o productos cambiados o sustituidos pasarán a ser propiedad de REC. Los periodos de garantía establecidos de acuerdo con lo dispuesto en los apartados I y II anteriores no se ampliarán en modo alguno en caso de reparación o sustitución de un producto.
5. La presente garantía requiere que el producto sea instalado siguiendo las últimas instrucciones de seguridad, instalación y funcionamiento suministradas por REC y no se aplicará a los daños, averías, fallos de potencia nominal o fallos de funcionamiento que hayan sido provocados por: (a) la reparación, modificación o retirada del producto por parte de personas ajenas a un servicio técnico certificado; (b) la mala sujeción, instalación o aplicación del producto o (c) el maltrato, mal uso, accidentes, negligencias, cortes del suministro eléctrico o subidas de tensión, rayos, incendios, inundaciones, rotura accidental, acciones de terceros y otros actos o accidentes fuera del control razonable de REC y/o que no se deriven de las condiciones normales de uso.
6. La presente garantía se ofrece de un modo voluntario y sin coste alguno y no constituye una garantía independiente. Por lo tanto, si cualquier defecto afecta materialmente a la funcionalidad del producto o produce una potencia nominal inferior a los niveles garantizados, las soluciones para el usuario final original quedan exclusivamente limitadas a las soluciones indicadas en los apartados I y II en los casos de garantía especificados en dichos apartados. **REC NO ASUME NINGUNA GARANTÍA, EXPLÍCITA O IMPLÍCITA, DISTINTA A LAS GARANTÍAS EXPUESTAS EN EL PRESENTE DOCUMENTO Y RENUNCIA EXPRESAMENTE A CUALQUIER OTRA GARANTÍA, COMERCIALIZACIÓN O ADECUACIÓN A UN FIN CONCRETO. REC EXCLUYE TODA RESPONSABILIDAD POR DAÑOS, ESPECIALES, DIRECTOS O INDIRECTOS, DERIVADOS DE LA CAPACIDAD O INCAPACIDAD DEL PRODUCTO DE FUNCIONAR SEGÚN LO GARANTIZADO, INCLUYENDO, ENTRE OTROS, DAÑOS POR PÉRDIDAS DE POTENCIA, BENEFICIOS O AHORROS QUE NO SE HAYAN MATERIALIZADO O GASTOS DERIVADOS DE RECLAMACIONES DE TERCERAS PARTES.** Este punto no se aplica en los casos en los que el garante está obligado en virtud de la legislación obligatoria de responsabilidad de producto ni en los casos de negligencia grave o intencionada por parte del garante.
7. Esta garantía deberá ser gobernada e interpretada de acuerdo con las leyes del Estado de California sin dar efecto a sus conflictos con las disposiciones de la ley. La Convención de las Naciones Unidas sobre los Contratos de Compraventa de Mercancías Internacionales (1980) no será de aplicación ni regulará la presente garantía limitada ni ninguna controversia o litigio derivado de la misma.

IV. Procedimiento de reclamación de la garantía

Las reclamaciones derivadas de la presente garantía deben efectuarse mediante una notificación al distribuidor o comercio autorizado en el que se haya adquirido originalmente el producto. La reclamación debe registrarse en:

www.recgroup.com/claims

Los datos de contacto de los Distribuidores de REC a nivel global puede encontrarlos en:

www.recgroup.com/distributors

Una vez que se haya presentado una reclamación, ésta será tratada por la oficina regional de REC, cuyos datos de contacto se pueden encontrar en:

www.recgroup.com/contact

Para que una reclamación de garantía pueda ser tramitada, es imprescindible adjuntar a la reclamación un comprobante de la compra original del producto y de cualquier venta subsiguiente, incluida la transferencia de esta garantía. La reclamación debe incluir una descripción del (de los) defecto(s) por el que (los que) se reclama y el (los) número(s) de serie del producto. Antes de devolver cualquier producto o componente a REC, es necesario haber obtenido un número de autorización de devolución de mercancía o RMA (Return Merchandise Authorization). Dicho número puede obtenerse poniéndose en contacto con REC en la dirección indicada anteriormente.

La presente garantía es válida para los productos entregados a partir del 1 de enero de 2019.



Esta versión en castellano es una traducción de la versión original en inglés. En el caso que hubiere diferencias entre la versión traducida y la versión inglesa, la versión inglesa prevalecerá sobre la versión traducida.

⁶ Extensión de garantía a través de los instaladores REC Certified Solar Professional acorde a los términos del paquete REC ProTrust Warranty. Para más información visite www.recgroup.com/protrust.

SOLAR'S MOST TRUSTED



PREMIUM QUALITY EMPOWERING WARRANTY

REC solar panels are widely renowned in the industry for their high product quality, supported by a very low warranty claims rate. This strength allows REC to confidently offer warranty terms that empower consumers.



REC WARRANTY

REC's ProTrust Warranty package covers product, performance, and labor – and is exclusively offered by REC Certified Solar Professional installers*. This means unprecedented savings, more economic security, and greater energy autonomy for consumers.



PRODUCT

Covers panel defects and promises superior quality for at least 20 years. All panels are eligible for a **+5 year product warranty extension**, as part of the REC ProTrust Warranty.

PERFORMANCE

Ensures that REC panels perform exactly as expected to – every year for 25 years. Higher warranted power and higher annual yields, enable greater ROI predictability.

LABOR

Unique to the REC ProTrust Warranty, this gives added protection in the unlikely event that an REC panel needs to be serviced.

The table below provides an overview of REC value-adding warranties by system size, applicable to all products:

REC warranty type	REC PROTRUST WARRANTY		REC'S LEADING STANDARD WARRANTY
Installer group	Exclusive to REC Certified Solar Professional installers*		All installers
System size	<25 kW	25-500 kW	Any
Product Warranty (years)	25	25	20
Performance Warranty (years)	25	25	25
Labor Warranty (years)	25	10	0

*Installations must be registered via REC SunSnap app or REC ProPortal (subject to warranty conditions)

The following table provides an overview of REC's 25-year Performance Warranty by product, applicable to panels delivered to REC customers on or after October 1, 2018:

Product Family	PERFORMANCE WARRANTY		
	Year 1 minimum power	Year 2-25 maximum annual degradation	Guaranteed % of nameplate power in year 25
REC Alpha	98.0%	0.25%	92.0%
REC N-Peak 3		0.5%	86.0%
REC TwinPeak 5			

Visit the REC Download Center for details of each product's warranty conditions: www.recgroup.com/warranty

EXHIBIT E:
INVERTER WARRANTY

See Attached

For purposes of this Limited Warranty, “**Activation Date**” means the earlier of (i) the date the Covered Product is registered with Enphase, or (ii) the date the Covered Product is activated at the Original Location via the Enphase’s Installer Portal. A Covered Product is considered “activated” when the solar system has received “permission to operate” by authorities having jurisdiction.

2. **Registration.** Subject to Section 3, this Limited Warranty is also conditioned on the Covered Owner registering the Covered Product within forty-five (45) days from the date of first installation (the “**Registration**”) by either (a) completing and returning the registration card (found at the end of this Limited Warranty) to the address set forth in this Section 2; (b) registering on-line at www.enphase.com/register-my-product; or (c) registering through the Enphase Installer Platform or the Enphase® application when an IQ Gateway product is purchased and installed as part of the PV solar system.

Return Registration Card to:

Enphase Energy, Inc.
Attn: Product Registration NA Customer Service
1819 S. Cobalt Point Way
Meridian, ID 83642
United States of America

3. **REGISTRATION EXCEPTION.** IF THE COVERED OWNER IS A RESIDENT OF CALIFORNIA, CONNECTICUT, OR ANY OTHER STATE OR PROVINCE THAT FORBIDS THE RETURN OF A REGISTRATION CARD AS A CONDITION PRECEDENT TO ANY WARRANTY COVERAGE OFFERED UNDER THIS LIMITED WARRANTY, THEN THE REGISTRATION REQUIREMENTS DESCRIBED IN SECTION 2 ABOVE SHALL NOT APPLY.
4. **Covered Owner.** For the purposes of this Limited 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, (b) the Transferee submits to Enphase a completed “Change of Ownership Form,” which Enphase may modify from time to time in its sole discretion (c) the Transferee pays the applicable transfer fee (“**Transfer Fee**”) set forth in the Change of Ownership Form within 30 days from the date of transfer from the Covered Owner to the Transferee, and (d) subject to Section 3, the Transferee complies with the Registration requirement in Section 2. The submission of a Change of Ownership Form is required in order for the Transferee to receive continued Limited Warranty coverage on the transferred Covered Product. The Transfer Fee is subject to reasonable adjustment from time to time (as determined at Enphase’s discretion). The Change of Ownership Form and payment instructions for the Transfer Fee are available at <https://enphase.com/en-us/support/how-to-transfer-ownership>.
5. **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 Product can be diagnosed remotely and that the Product can receive over-the-air firmware updates.
6. **How to Obtain Warranty Service.**
 - a. To obtain warranty service for a Covered Product, the Covered Owner must comply with the Return Merchandise Authorization (RMA) Procedure available at <https://enphase.com/en-us/support/return-merchandise-authorization-procedure>. 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 equivalent. If the allegedly defective Covered Product is not received by Enphase within 60 days of Enphase providing an RMA number to Covered Owner, pursuant to the RMA Procedure, Enphase will invoice the Covered Owner, and the Covered Owner will pay, the then-current list price for such new product or product part. We recommend that Covered Owners use a tracking service for their protection. The RMA Procedure allows Covered Owners to generate a prepaid mailing label for the return.
 - b. If a Covered Owner returns a Covered Product to Enphase (i) without an RMA from Enphase or (ii) without all parts included in the original package, Enphase retains the right to either (1) refuse delivery of such return; or (2) charge a restocking fee equal to the higher of fifteen (15) per cent of the original Covered Owner’s purchase price of the Covered Product or the retail value of the missing parts.

- c. 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 Limited Warranty, Enphase will bear the cost of shipping the repaired or replacement Covered Product to
- d. Covered Owner (or to the installer authorized by Covered Owner to replace the Covered Product) at the Original Location. Any Covered Product returned to Enphase that Enphase determines is not covered under this Limited Warranty, or that is returned to Enphase without a valid RMA, may be rejected, and returned at the Covered Owner's cost (subject to prepayment), or kept for 30 days for pick-up by the Covered Owner, and then disposed of in Enphase's sole discretion without further liability or obligation to Covered Owner.
- e. Once a returned Covered Product is received and inspected, Enphase will notify Covered Owner (or the installer authorized by Covered Owner to replace the Covered Product) that Enphase has received the returned Covered Product.

7. Remedies.

- a. During the applicable Warranty Period, if Enphase confirms the existence of a defect that is covered by the Limited 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 Limited 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 Limited Warranty will continue to apply to the repaired or replacement product for the remainder of the original Limited Warranty Period or ninety (90) days from the date Covered Owner receives the repaired or replacement product, whichever is later.
- c. If Enphase issues a refund (rather providing a repaired or replacement Covered Product), such refund will be processed and paid within 2 weeks of Enphase's receipt of the Covered Product.

8. Limited Warranty Limitations and Exclusions.

- a. This Limited 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 Limited 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 Limited 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 User Manual 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 www.enphase.com), 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; or (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.
- d. The Limited 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 Limited Warranty does not cover costs related to the removal, installation or troubleshooting of the Covered Owner's electrical systems.

- e. The Limited 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 Limited Warranty. Enphase does not warrant that the operations of the Covered Product will be uninterrupted or error-free. No Enphase employee or authorized reseller is authorized to make any modification, extension, or addition to this Limited Warranty. If any term of this Limited Warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.
9. **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.
10. **Disclaimer of Warranties.** THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ENPHASE AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, 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 LIMITED WARRANTY.

THE GRANT OF THIS LIMITED 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 LIMITED WARRANTY GIVES COVERED OWNER SPECIFIC LEGAL RIGHTS, AND COVERED OWNER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

11. **Limitation of Liability.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, 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.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO COVERED OWNER AND COVERED OWNER MAY HAVE ADDITIONAL RIGHTS.

12. **Governing law.** This Limited Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction.
13. **Arbitration.**
- a. ***Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires Covered Owner ("you") to arbitrate disputes with ENPHASE and limits the manner in which you can seek relief from Enphase ("us"). THE LAWS OF CERTAIN JURISDICTIONS DO NOT PERMIT THE USE OF MANDATORY ARBITRATION CLAUSES. WHERE SUCH LAWS APPLY TO THE COVERED OWNER, THIS ARBITRATION CLAUSE MAY NOT APPLY.***
 - b. **Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Covered Products, or to any aspect of your relationship with Enphase, will be resolved by binding arbitration, rather than in court, except that (i) you may assert claims in small claims court if your

claims qualify; and (ii) you or Enphase may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

- c. **Arbitration Rules and Forum.** For any dispute with Enphase in connection with this Limited Warranty, Covered Owner agrees to first contact Enphase at the email address identified below and attempt to resolve the dispute with us informally. If the dispute has not been resolved after 60 days, both parties agree to resolve such dispute through binding arbitration under the Optional Expedited Arbitration Procedures then in effect for the Judicial Arbitration and Mediation Services (“JAMS”). JAMS may be contacted at www.jamsadr.com. The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitration shall be conducted in English and in Santa Clara County, California. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that Covered Owner cannot afford to pay JAMS’s filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Enphase will pay them for Covered Owner. In addition, Enphase will reimburse all such JAMS’s filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have exclusive authority to determine the scope and enforceability of this Arbitration Agreement, and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of the parties. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum’s rules, and the Limited Warranty. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the parties.
- d. **Waiver of Jury Trial.** YOU AND ENPHASE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and ENPHASE are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in sections above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- e. **Waiver of Class or Other Non-Individualized Relief.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE COVERED OWNER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER COVERED OWNER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection’s limitations as to a given claim for relief, then such claim must be severed from the arbitration and brought into the State or Federal Courts located in San Francisco, California. All other claims shall be arbitrated.
- f. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to Enphase Energy, Inc., 47281 Bayside Parkway, Fremont, California, 94538, attention: General Counsel, within 30 days after first becoming subject to this Arbitration Agreement. You may also opt-out of the provisions of this Arbitration Agreement by sending written notice of your decision to the following email address: legal@enphaseenergy.com. Your notice must include your name and address, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
- g. **Severability.** Except as provided above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall

be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

h. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Enphase.

Customer Support:

United States, US Territories and Canada
Puerto Rico

<https://support.enphase.com/s/contact-us>
<https://www4.enphase.com/es-lac/contact-support-es-lac>

(877) 797-4743
+1 (800) 821-1487

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Product Registration Form



Failure to complete and return this Product Registration Form does not diminish your warranty rights.

Please return this form to:

Enphase Energy, Inc.
Attn: Product Registration
NA Customer Service
1819 S. Cobalt Point Way
Meridian, ID 83642
United States of America

(or, you may register on-line at <https://enphase.com/en-us/product-registration-en-us>)

First Name _____ Last Name _____

E-mail _____

Phone Number (Area Code) _____

Contact Address

Street Address: _____

Street Address (line 2) _____

City _____

State/Province _____ Zip Code _____

Address of installation: same as Contact Address? Yes / No

(If, "Yes", Enphase will use Contact Address as Address of Installation)

Address of Installation

Street Address: _____

Street Address (line 2) _____

City _____

State/Province _____ Zip Code _____

Installer Information

Installer Name _____

Installer Contact Info _____

E-mail _____

Phone Number (Area Code) _____

Product Information

Microinverter SKU (e.g.: IQ7-60-2-US) _____

Number of Units Installed _____

Serial Numbers of Units installed _____

Purchased from _____

Purchase Date (MM/DD/YY) _____

Installation Date (MM/DD/YY) _____

Permitted to Operate Date (MM/DD/YY) _____

I agree to receive critical product information about the registered products at the email and/or contact provided above.