

The provider of this Extended Warranty is Fortress Power LLC, 2010 Cabot Blvd W, Suite L, Langhorne, PA 19047 United States (“**Fortress Power**”).

1. **Extended Warranty.** This Extended Warranty is effective for Covered Products (defined below), unless a newer Extended Warranty is subsequently posted which applies to your Covered Product’s date of activation. Always check [www.fortresspower.com/resources](http://www.fortresspower.com/resources) for the correct Extended Warranty governing your Covered Product. Subject to the terms of this Extended Warranty, Fortress Power warrants to the Covered Owner (defined below) that the products listed in the table 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 (the “**Extended Warranty**”) for the applicable Extended Warranty period set forth below (the “**Extended Warranty Period**”), provided that the Original Location is located within the following territories (the “**Territory**”):

**The United States, United States Virgin Islands, and Puerto Rico (all other United States territories are excluded).**

This Extended Warranty is valid only (a) when the Covered Products are sold by Fortress Power itself or by a Fortress Power authorized reseller, (b) when the Covered Products are installed by a Fortress Power certified installer partner, and (c) to the extent permitted by the applicable laws of the Territory mentioned above.

<b><u>Covered Products</u></b>	<b><u>Extended Warranty Period</u></b>
<b>48 Volt Batteries (“48V Battery”), including:</b> eFlex Max 5.4 kWh eForce 9.6 kWh eVault Max 18.5 kWh	The Extended Warranty Period begins on the Activation Date (defined below) and ends on the earlier of (a) 25 years from the Activation Date, (b) 15,000 discharged cycles, or (c) the aggregate throughput listed below if the system is used for any non-grid tied applications or any virtual power plant, demand response, or related applications.  <u>Aggregate Throughput by Battery Product</u> eFlex Max 5.4 kWh - 30.1 MWh eForce 9.6 kWh – 53.6 MWh eVault Max 18.5 kWh – 103.3 MWh
<b>48 Volt Inverters, including:</b> Envy 8 kW Envy 10 kW Envy True 12 kW	25 years from the Activation Date
<b>Guardian Gateway</b>	5 years from the Activation Date

All circuit breakers, safety switches, and fuses are excluded from the Extended Warranty. Any circuit breakers, safety switches, and fuses provided by Fortress Power, have a warranty period of 5 years from the Activation Date.

2. **Activation Date.** Conditioned upon payment of the Extended Warranty fee, as used in this Extended Warranty, “**Activation Date**” means the following:
  - a. For Covered Products that are 48V Battery (each a “Covered 48V Battery”) only: The earlier of (i) the “Energize by” date indicated on the 48V Battery packaging, (ii) the installation date, or (iii) nine (9) months from the date of manufacture.

- b. For all other Covered Products: The installation date.
  - c. For California residents: The delivery date of the Covered Product to the Covered Owner (as defined below)
3. **Additional Warranties for 48V Battery.** During the Extended Warranty Period, the Covered 48V Battery will maintain the ability to store and discharge an energy capacity of at least sixty percent (60%) of the 48V Battery nameplate rating when installed and used in accordance with the latest installation manual on the Fortress Power website and the Product data sheet (the “**Product Documentation**”). The Product Documentation can be found at [Fortress Power Education and Training](#).
4. **Payment.** The total purchase price of the Extended Warranty is approximately \$0.16 per watt hour on the installed system kWh capacity, which must be paid in accordance with the installer or financing provider’s payment terms, and in all circumstances must be paid prior to system installation. The Covered Owner (as defined below) shall be entitled to a full refund of the purchase price within the first ninety (90) days upon request, provided that no warranty claims have been made and that a refund will not void any third party financing agreements related to the purchase or installation of the system.
5. **Registration.** Subject to Section 5 (Registration Exclusions), this Extended 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) registering on-line at [Warranty For Fortress Power Products](#) or (b) registering through the Fortress Power App.
6. **Continuous Connectivity.** The Covered Products shall be continuously connected to the internet during the applicable Warranty Period, except when 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 Covered Product can receive over-the-air firmware updates. The internet connection shall be through a Fortress Power Guardian gateway device or similar Fortress Power approved product.
7. **Transferee.** For the purposes of this Extended Warranty, the “**Covered Owner**” shall mean the person or entity that purchases and installs (or has installed) the Covered Product from Fortress Power or a Fortress Power authorized reseller 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 Fortress Power a “Change of Ownership Form,” (c) the Transferee pays any applicable transfer fees (“**Transfer Fee**”) set forth in the Change of Ownership Form within thirty (30) days from the date of transfer to the Transferee, and (d) if applicable, the Transferee complies with the Registration requirement in Section 4. The submission of a Change of Ownership Form is required for continued Extended Warranty coverage. The Transfer Fee is subject to reasonable adjustment from time to time (as determined at Fortress Power’s discretion). The Change of Ownership Form and payment instructions for any applicable Transfer Fee are available at <https://www.fortresspower.com/support/>.
8. **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://www.fortresspower.com/support/>. Fortress Power may instruct the Covered Owner to return the defective Covered Product to Fortress Power in the original packaging or equivalent in the event that said unit is determined to be defective. If the defective Covered Product is not received by Fortress Power within sixty (60) days of Fortress Power providing an RMA number to Covered Owner, pursuant to the RMA Procedure, Fortress Power will invoice the Covered Owner, and the Covered Owner will pay, the then-current list price for such new Covered Product or replacement product.

- b. If a Covered Owner returns a Covered Product to Fortress Power (i) without an RMA from Fortress Power or (ii) without all parts included in the original package, Fortress Power retains the right to either (A) refuse delivery of such return; or (B) charge a restocking fee equal to the higher of fifteen percent (15%) of the original Covered Owner's purchase price of the Covered Product or the retail value of the missing parts. Fortress Power recommends that Covered Owners use a tracking service for their protection.

- c. By returning a Covered Product, Covered Owner hereby acknowledges that ownership of the Covered Product is transferred to Fortress Power upon Fortress Power's receipt of the Covered Product. If the returned product is covered under this Extended Warranty, Fortress Power will bear the cost of shipping the repaired or replacement product to the Covered Owner (or to the installer authorized by Covered Owner to replace the Covered Product) at the Original Location.

Any product returned to Fortress Power that Fortress Power determines is not covered under this Extended Warranty, or that is returned to Fortress Power without a valid RMA, may be rejected, and returned at the Covered Owner's cost (subject to prepayment), or kept for thirty (30) days for pick-up by the Covered Owner, and then disposed of in Fortress Power's sole discretion without further liability or obligation to Covered Owner.

- d. Once a returned product is received and inspected, Fortress Power will notify Covered Owner (or the installer authorized by Covered Owner to replace the Covered Product) that Fortress Power has received the returned product.

#### **9. Remedies.**

- a. During the applicable Extended Warranty Period, if Fortress Power confirms the existence of a defect that is covered by the Extended Warranty, Fortress Power will, at Fortress Power's option (i) repair or replace the Covered Product free of charge (using new, refurbished, or comparable parts or products equivalent to the Covered Product immediately prior to the time the defect occurred), (ii) refund the Covered Owner the actual purchase price for the Covered Product less reasonable battery capacity degradation based on use at the time the Covered Owner notifies Fortress Power of the defect, or (iii) refund the Covered Owner the Minimum Advertised Price of the Fortress Power system multiplied by the Warranty Depreciation Schedule, as defined and outlined in Appendix A. In the event of a defect, to the extent permitted by law, these are the Covered Owner's sole and exclusive remedies.
- b. If Fortress Power opts to repair or replace the Covered Product under Section 8(a)(i) the Extended Warranty will continue to apply to the repaired or replacement product for the remainder of the original Extended Warranty Period or ninety (90) days from the date Covered Owner receives the repaired or replacement product, whichever is later.

#### **10. Extended Warranty Limitations and Exclusions.**

- a. This Extended Warranty does not include any cost of labor or other costs 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 Extended Warranty does not cover, and Fortress Power will not be responsible for, shipping damage or any other damage caused by mishandling of products by the freight carrier.
- c. This Extended Warranty does not apply to, and Fortress Power will not be responsible for, any defect in or damage to any products:
  - i. that have been misused, abused, 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, installed or used in an unsuitable environment, or used in a manner contrary to the Product Documentation/System Sizing Guidelines, or applicable laws and 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 maximum or minimum limits listed in the applicable Product Documentation, including high input voltage from generators, lightning strikes, or the utility grid;
  - iv. that have been subjected to damage caused by third party components not provided by Fortress Power 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 Fortress Power;
  - 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 without permission from Fortress Power, 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 firmware made available by Fortress Power and the applicable defect could have been avoided if such firmware were being used.
- d. This Extended 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.
- e. The Extended Warranty does not cover cosmetic, technical or design defects, or shortcomings which do not materially influence or affect energy storage or degrade form, fit, or function of the Covered Products; noise or vibrations that are not excessive or uncharacteristic and do not impact the Covered Product’s Performance; 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. In addition, the Extended 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 operating in the Covered Products and the recovery and reinstallation of such software and data are not covered under this Extended Warranty. Fortress Power does not warrant that the operations of the Covered Product will be uninterrupted or error-free. No Fortress Power employee or authorized reseller is authorized to make any modification, extension, or addition to this Extended Warranty. If any term of this Extended Warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.
- g. Covered Products are not intended for use as a primary or backup power source for life-support systems, other medical equipment, or any other use where product failure could lead to injury, loss of life, or catastrophic property damage. Fortress Power disclaims any and all liability arising out of any such use of your Covered Products. Further, Fortress Power reserves the right to refuse to provide support in connection with any such use and disclaims any and all liability arising out of Fortress Power’s provision of, or refusal to provide, support for your Covered Product in such circumstances.
11. **Assignment.** Fortress Power expressly reserves the right to novate or assign its rights and obligations under this Extended Warranty to a third party with the demonstrated expertise and requisite resources needed to effectively discharge the obligations hereunder.
12. **Disclaimer of Warranties.** THIS EXTENDED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY FORTRESS POWER AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES AND CONDITIONS (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 EXTENDED WARRANTY .

THE GRANT OF THIS EXTENDED WARRANTY BY FORTRESS POWER IS CONDITIONED UPON AGREEMENT BY THE COVERED OWNER TO THE TERMS, CONDITIONS AND REQUIREMENTS HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE COVERED OWNER. THIS EXTENDED WARRANTY GIVES THE COVERED OWNER SPECIFIC LEGAL RIGHTS, AND THE COVERED OWNER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

13. **Limitation of Liability.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL FORTRESS POWER 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.
14. **Governing Law.** This Extended Warranty shall be governed by the laws of the State of Pennsylvania, USA, without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction.
15. **Arbitration.**
  - a. ***Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires Covered Owner (“you”) to arbitrate disputes with FORTRESS POWER and limits the manner in which you can seek relief from Fortress Power (“us”).***
  - 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 Fortress Power, 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 Fortress Power 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 Fortress Power in connection with this Extended Warranty, Covered Owner agrees to first contact Fortress Power at the email address identified below and attempt to resolve the dispute with us informally. If the dispute has not been resolved after sixty (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](http://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 Philadelphia County, Pennsylvania. 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, Fortress Power will pay them for Covered Owner. In addition, Fortress Power 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 (i) determine the scope and enforceability of this Arbitration Agreement, and (ii) 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 Extended 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 FORTRESS POWER 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 FORTRESS POWER 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 Philadelphia, Pennsylvania. 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 Fortress Power LLC, 2010 Cabot Blvd West, Langhorne, Pennsylvania, 19047, attention: General Counsel, within thirty (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@FortressPower.com](mailto:legal@FortressPower.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 Fortress Power.
16. **Customer Support Contact Information.**
- Phone number: (877) 497-6937
- Email: [techsupport@fortresspower.com](mailto:techsupport@fortresspower.com)
- Web Page: <https://www.fortresspower.com/support/>

## Product Registration Form

California Residents: failure to complete and return this Product Registration Form does not diminish your warranty rights.

Please return this form to:

Fortress Power LLC

2010 Cabot Blvd, STE L, Langhorne, PA 19047

(or you may register via the Fortress Power App or online at <https://www.fortresspower.com/warranty/>)

First Name \_\_\_\_\_

Last Name \_\_\_\_\_

E-mail \_\_\_\_\_

Phone Number (Area Code) \_\_\_\_\_

### Contact Address

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

Battery Serial Number(s)

\_\_\_\_\_

Inverter Serial Number(s)

\_\_\_\_\_

Guardian Serial Number(s)

\_\_\_\_\_

For systems that exceed three of any Covered Product, please provide Serial Number on the next page.

Purchased from \_\_\_\_\_

Purchase Date (MM/DD/YY) \_\_\_\_\_

Installation Date (MM/DD/YY) \_\_\_\_\_

Permitted to Operate Date (MM/DD/YY) \_\_\_\_\_

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

**Serial Numbers:**

1		16	
2		17	
3		18	
4		19	
5		20	
6		21	
7		22	
8		23	
9		24	
10		25	
11		26	
12		27	
13		28	
14		29	
15		30	



## Appendix A: Warranty Depreciation Schedule

The Minimum Advertised Price (“**MAP**”) for Fortress products and systems are available at the following link. The relevant MAP for a system is based on the year of its Activation Date.

<https://www.fortresspower.com/vault/25-year-warranty-map.pdf>

The following depreciation schedule will be applied on the MAP based on the year a claim is made. Year 1 begins upon Activation Date.

Year	% Depreciation
1	42.4%
2	2.4%
3	2.4%
4	2.4%
5	2.4%
6	2.4%
7	2.4%
8	2.4%
9	2.4%
10	2.4%
11	2.4%
12	2.4%
13	2.4%
14	2.4%
15	2.4%
16	2.4%
17	2.4%
18	2.4%
19	2.4%
20	2.4%
21	2.4%
22	2.4%
23	2.4%
24	2.4%
25	2.4%