

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

1. Limited Warranty.

This Limited Warranty is effective for Fortress Power Commercial and Industrial Battery Storage Products ("**C&I Products**"), unless a newer Limited Warranty is subsequently posted which applies to your C&I Product's Activation Date (defined below). Always check www.fortresspower.com for the current warranty applicable to your C&I Product.

Subject to the terms of this Limited Warranty, Fortress Power warrants to the Covered Owner (defined below) that each Fortress Power C&I Product—including, but not limited to, integrated battery energy storage cabinets, battery modules, Power Conversion Systems (PCS), Energy Management Systems (EMS), Battery Management Systems (BMS), and associated accessories—when installed for use at the original installation site (the "**Original Location**"), will be free from material defects in design, workmanship, and materials (the "**Limited Warranty**") for the applicable Limited Warranty period set forth below (the "**Limited Warranty Period**"), provided that the Original Location is within the following territories (the "**Territory**"): **The United States, United States Virgin Islands, and Puerto Rico** (all other United States territories are excluded). The C&I products series covered in this warranty are as listed below:

| Individual Components | eSpire 280 or 306 or 314 | eSpire Mini | eSpire Nano |
|------------------------------|---------------------------------|----------------------------|--------------------|
| Battery Capacity | 280 or 306 or 314 kwh | 81-266 kWh | 40kwh/60kwh |
| Power Conversion System | PCS 125kW HV | PCS 30/40/50/60/90 kW | PCS 30KW/60KW |
| Fortress Control Cabinet | Microgrid Panel | Integrated | Integrated or N/A |
| MPPT Charger | N/A | DC-DC Charger 45/90/135 kW | Integrated |

This Limited Warranty is valid only (a) when the C&I Product is sold by Fortress Power or an authorized Fortress Power reseller, (b) when the C&I Product is installed and commissioned by a **Fortress Power Certified Installer** in accordance with all applicable installation manuals, codes, and regulations, and (c) to the extent permitted by the applicable laws of the above Territory. A "Certified Installer" is defined as an individual or entity that has successfully completed Fortress Power's certification program and holds a current certification at the time of installation.

The Limited Warranty Period begins on the **Activation Date** (defined in Section 2 below) and ends on the earlier of (i) **ten (10) years** from the Activation Date or (ii) the expiration of any extended warranty term purchased by the Covered Owner. Fortress Power may provide and, where practicable, remotely install software updates or patches for the **Fortress Power Cloud-Based Energy Management System (EMS)** whenever such updates are generally released, provided that such updates (i) do not conflict with established performance standards, (ii) do not increase the cost of operation or service of the C&I Products, and (iii) do not negatively affect technical performance, data reporting, or safety of the system. Implementation of any update shall require the Customer's approval, which shall not be unreasonably delayed, conditioned, or withheld.

Exclusions: All circuit breakers, safety switches, fuses, UPS, and other consumable components are excluded from this Limited Warranty. Any such items supplied by Fortress Power carry a warranty period of **three (3) years** from the Activation Date unless otherwise specified in writing.

2. **Activation Date.**

For non-California residents, the activation date (the "**Activation Date**") of this Limited Warranty shall be the earlier of (i) the installation date, (ii) five (5) months from the date of production of the battery system, or (iii) the date title to the system transfers from Fortress Power to the Customer. For California residents, the Activation Date shall be the delivery date of the C&I Product to the Covered Owner (as defined below). If the Covered Owner fails to register the Product, Fortress Power reserves the right to use the production-date trigger as the Activation Date.

3. **Installation, Commissioning and System Integration Requirements.**

Fortress Power does not warrant or guarantee workmanship performed by any person or entity installing or commissioning the C&I Product. The Limited Warranty does not cover the cost of installation, removal, shipping, reinstallation, or on-site labor. The Limited Warranty does not cover any design defects, installer errors, or improper system configuration, including but not limited to reverse polarity, incorrect wiring, failure to follow installation specifications, or misuse of ancillary or third-party equipment. Fortress Power shall not be responsible for damage or performance loss resulting from inaccurate programming, improper communication setup, or incorrect parameter configuration of the Battery Management System (BMS), Power Conversion System (PCS), or Energy Management System (EMS).

a. The C&I Product must be installed, commissioned, and tested in accordance with all applicable laws, electrical codes, and the **Fortress Power Installation Manual**, the **Fortress Power Integration Guide**, and any other official Fortress documentation in effect at the time of installation (collectively, the "Installation Standards"). The installation and commissioning must be performed by a **Fortress Power Certified Installer** or a licensed professional approved by Fortress Power. Any deviation from the Installation Standards or failure to complete commissioning reports, functional verification tests, or safety checklists may void this Limited Warranty. Fortress Power reserves the right to request copies of commissioning data, site test results, or operating logs before approving any warranty claim.

4. **Registration.**

Except where prohibited by law, this Limited Warranty is conditioned upon the Covered Owner registering the C&I Product within **forty-five (45) days** from the date of first installation (the "**Registration**"). Registration may be completed (a) online at www.fortresspower.com/warranty, or (b) through the **Fortress Power App**. If the C&I Product is not registered within the stated period, Fortress Power reserves the right to establish the **Activation Date** based on the date of manufacture, and certain warranty services may be delayed until registration is complete.

5. **Transferee.**

For the purposes of this Limited Warranty, the "**Covered Owner**" means the person or entity that purchases and installs (or has installed) the C&I Product from Fortress Power or an authorized Fortress Power reseller at the Original Location. Covered Owner shall also include any subsequent owner (each, a "**Transferee**"), provided that (a) the C&I Product remains installed at the Original Location, (b) the Transferee submits to Fortress Power a completed **Change of Ownership Form** within sixty (60) days of the ownership transfer, and (c) the Transferee complies with the Registration requirement in Section 4. The submission of a Change of Ownership Form is required for continued Limited Warranty coverage and is available at www.fortresspower.com/support. Fortress Power reserves the right to inspect the C&I Product or request commissioning and maintenance records before approving warranty transfer to any Transferee.

6. How to Obtain Warranty Service.

- a. To obtain warranty service for a C&I Product, the Covered Owner must comply with the **Return Merchandise Authorization (RMA)** procedure available at www.fortresspower.com/support. Fortress Power may instruct the Covered Owner to return the defective C&I Product to Fortress Power in its original packaging or equivalent protective packaging. If the defective C&I Product is not received by Fortress Power within **sixty (60) days** of Fortress Power providing an RMA number, Fortress Power reserves the right to invoice the Covered Owner the then-current list price for the replacement product. If a Covered Owner returns the C&I products 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; or (B) charge a restocking fee equal to the higher of fifteen percent (15%) of the original Covered Owner's purchase price of the C&I products or the retail value of the missing parts. Fortress Power recommends that Covered Owners use a traceable carrier service for return shipments.
- b. By returning a C&I Product, the Covered Owner acknowledges that ownership of the returned unit reverts to Fortress Power upon Fortress Power's receipt of the product. If Fortress Power determines that the returned product is covered under this Limited Warranty, Fortress Power will bear the cost of shipping the repaired or replacement product to the Covered Owner (or to the authorized installer designated by the Covered Owner) at the Original Location.

Any C&I Product returned to Fortress Power that is determined to be **not covered** under this Limited Warranty, or that is returned without a valid RMA, may be rejected and returned at the Covered Owner's expense (subject to prepayment), or retained for **thirty (30) days** for pick-up, after which Fortress Power may dispose of the product at its discretion without further liability.

- c. Once a returned product is received and inspected, Fortress Power will notify the Covered Owner (or its authorized installer) that Fortress Power has received the returned unit and will advise next steps for resolution.
- d. Fortress Power's warranty obligations include reasonable initial triage to determine whether an alleged failure is attributable to a covered product defect. Fortress Power is not obligated to provide unlimited diagnostic, engineering, or investigative services where no covered defect is identified. If Fortress Power's preliminary evaluation reasonably indicates that an event is attributable to installation, commissioning, system integration, site conditions, EPC scope, or non-Fortress equipment, Fortress Power may suspend further investigation under warranty and classify the matter as non-warranty support.
- e. Prior to warranty escalation, the installer or EPC must verify and document compliance with Fortress Power installation, commissioning, grounding, configuration, and safety checklists. Fortress Power may require submission of such documentation as a condition precedent to continued warranty evaluation.

7. Remedies.

- a. During the applicable Limited Warranty Period, if Fortress Power confirms the existence of a defect covered by this Limited Warranty, Fortress Power will, at its sole discretion: (i) repair the C&I Product using new, refurbished, or functionally equivalent parts; (ii) replace the C&I Product with a new or refurbished product of the same type or greater value; or (iii) if repair or replacement is impractical, compensate the Covered Owner through liquidated damages (as described below) for the energy capacity loss caused directly by the product failure attributable to Fortress Power.
- b. If Fortress Power opts to repair or replace the C&I products under Section 7(a)(i) and 7(a)(ii) the Limited Warranty will continue to apply to the repaired or replacement product for the

remainder of the original Limited Warranty Period or for twelve (12) months from the date of shipment of the repaired or replaced product, whichever is longer.

- c. Liquidated damages, if offered, shall apply solely to verified battery capacity degradation attributable directly to a covered manufacturing defect. Liquidated damages shall not apply to EMS availability, software behavior, configuration changes, or intermittent operational interruptions. Fortress Power’s total liability under any liquidated damages remedy shall not exceed the original purchase price of the affected C&I Product.

The liquidated damages shall be calculated in accordance with the formulas set forth below:

$$LD = \frac{10 - N}{10} \times (1 - DF) \times P$$

| Year | Depreciation Factor |
|------|---------------------|
| 1 | 5% |
| 2 | 5% |
| 3 | 5% |
| 4 | 15% |
| 5 | 15% |
| 6 | 25% |
| 7 | 25% |
| 8 | 25% |
| 9 | 50% |
| 10 | 50% |

Where:

- (i) LD = liquidated damages to be paid by Fortress
- (ii) P = contracted unit price of the product
- (iii) DF = depreciation factor
- (iv) N = # years from the warranty start date

8. License to the EMS.

The Fortress Power Cloud-Based Energy Management System (EMS) is licensed, not sold, to the Customer solely for use with the Covered Products. All intellectual property rights—including but not limited to copyrights, designs, patents, trade secrets, and trademarks—remain the exclusive property of Fortress Power. Any analysis, copying, decompiling, reverse-engineering, or bench testing of the EMS is strictly prohibited and may constitute a violation of federal, state, and/or local law.

If the EMS fails to operate in substantial compliance with Fortress Power’s current specifications, Fortress Power will take commercially reasonable steps to make necessary adjustments, corrections, or workarounds. Fortress Power shall not be liable for downtime, loss of data, or indirect losses arising from EMS interruptions.

If a third-party energy management system (3rd Party EMS) is used, the Customer must provide relevant BMS/PCS data—such as Depth of Discharge (DoD), charge and discharge rates, and other operational data—upon request as part of any warranty claim. Failure to provide such data may result in claim denial.

9. Limited Warranty Limitations and Exclusions.

a. This Limited Warranty does not include any cost of labor or other costs related to (i) uninstalling a C&I Product; (ii) reinstalling 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 Fortress Power will not be responsible for, shipping damage or any other damage caused by mishandling of products by the freight carrier.

c. This Limited Warranty does not apply to, and Fortress Power shall not be responsible for, any defect, failure, or damage resulting from:

i. normal wear and tear, including predictable capacity degradation;

ii. operation beyond design limits, table below, temperature thresholds, or charge/discharge rates specified in Fortress documentation. Covered Products should not be used in applications that exceed 90% Depth of Discharge (“DOD”);

SOH DEPRECIATION TABLE

| Year | SOH | Remarks |
|------|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0 | 100 % | <p>Operating conditions for the system:</p> <ul style="list-style-type: none"> • Charge and Discharge Power: 0.5C rating; • Depth of Discharge: 90%; • Resting SOC ≤ 50%; • Number of cycles: 1 cycle per day each year <p>The measurement point for this SOH is at the DC output terminal of the product, where auxiliary consumptions are excluded.</p> <p>The base capacity performance @70% SOH is 10 years.</p> |
| 1 | 93.7 % | |
| 2 | 89.6 % | |
| 3 | 87.2 % | |
| 4 | 85 % | |
| 5 | 82.3 % | |
| 6 | 80.7 % | |
| 7 | 77.8 % | |
| 8 | 75.1 % | |
| 9 | 72.6 % | |
| 10 | 70 % | |

iii. installation, operation, or maintenance performed contrary to Fortress Power’s manuals or by an unauthorized installer;

iv. disassembly, repair, or modification by any third party not authorized by Fortress Power, or that incorporates product modifications, design changes, or part replacements not approved by Fortress Power;

v. unforeseen circumstances, man-made factors, or acts of force majeure, including but not limited to storms, floods, overvoltage, pests, misuse, neglect, fire, water, lightning, or other natural disasters;

vi. lightning strikes exceeding the Surge Protection Device (SPD) module’s protection range;

- vii. vandalism, engraving, irreversibly marks, labels, contamination, or theft;
 - viii. use in a manner inconsistent with applicable safety regulations or standards (including but not limited to VDE, IEC, or other relevant safety codes);
 - ix. causes unrelated to product quality;
 - x. rust, corrosion, or other environmental deterioration resulting from installation in harsh conditions (such as coastal, saltwater, or chemically aggressive environments) without prior written approval from Fortress Power;
 - xi. accidents or other external influences;
 - xii. any thermal runaway, DCDC failure, fire-related fault, or safety-critical electrical event shall immediately suspend field remediation efforts and require evaluation by Fortress Power or the original equipment manufacturer. Unauthorized field repair attempts following such events may void warranty coverage;
 - xiii. failures, interruptions, degradation, or damage caused by cybersecurity incidents, including but not limited to hacking, malware, ransomware, unauthorized access, or denial-of-service attacks affecting the C&I Product, EMS, or related systems;
 - xiv. grid instability, utility disturbances, or power quality events, including but not limited to voltage fluctuations, frequency deviations, outages, curtailment, or interconnection issues beyond Fortress Power's control;
 - xv. the use, integration, or interaction of the C&I Product with any third-party hardware, software, energy management systems, monitoring platforms, or communication networks not supplied or expressly approved by Fortress Power, including any resulting incompatibility, data loss, or performance issues.
 - xvi. damage caused by battery disuse for greater than 4 months.
- d. This Limited Warranty does not cover cosmetic, technical, or design imperfections that do not materially affect energy conversion, storage, or functionality of the C&I products; nor does it cover noise, vibration, or aesthetic blemishes (such as scratches, stains, or dents) that do not impair performance.
- e. Fortress Power does not warrant uninterrupted or error-free operation of the EMS or C&I Products. No employee, reseller, or agent is authorized to modify or extend this Limited Warranty.
- f. Fortress Power does not warrant or guarantee any specific energy output, energy throughput, return on investment (ROI), system availability, uptime, or economic performance of the C&I Products. Actual performance may vary based on site conditions, system configuration, environmental factors, utility interactions, and operational practices. Any projections, estimates, or modeling provided by Fortress Power or its partners are for illustrative purposes only and are not guarantees of actual performance.
- g. C&I products are not intended for use as a primary power source for life-support systems, medical equipment, or other applications where failure could cause injury, loss of life, or catastrophic property damage. Fortress Power disclaims all liability for such use and reserves the right to refuse technical support for products used in these circumstances.

h. C&I product failure must be reported to Fortress Power within fifteen (15) days of the product failure's initial appearance. Failure to timely report the product failure to Fortress Power may result in denial of warranty coverage.

10. Out-of-Warranty Cases.

a. Any defects that occur after the expiration of the Limited Warranty period, or that fall within the Warranty Limitations and Exclusions described above, shall be considered out-of-warranty cases.

b. For all out-of-warranty cases, Fortress Power may charge reasonable service-related fees to the Customer, including but not limited to:

i. On-site service fee: Costs for travel, technician time, and labor associated with the diagnosis, maintenance, installation (hardware or software), or repair of a product outside the warranty coverage.

ii. Parts or materials fee: Cost of replacement parts and materials, including any applicable shipping or administrative charges.

iii. Logistics fee: Cost of transportation or other related expenses for defective products returned to Fortress Power and/or repaired products shipped to the Customer.

Fortress Power will provide a quotation for such services prior to performing any out-of-warranty work, and all related charges must be paid in full by the Customer before service is performed or replacement parts are shipped.

c. Investigative activities, including but not limited to log analysis, engineering review, configuration audits, root-cause analysis, and coordination with EPCs or third parties, are not covered under this Limited Warranty when no covered product defect is identified. Fortress Power reserves the right to charge reasonable fees for such services when an event is determined to be caused by EPC scope, site conditions, installation deficiencies, commissioning omissions, or non-Fortress equipment.

11. Assignment.

Fortress Power expressly reserves the right to novate, assign, or subcontract its rights and obligations under this Limited Warranty to a third party possessing the demonstrated expertise and resources necessary to effectively discharge such obligations. While the Customer may transfer ownership of a Covered Product to a third party, any license to the EMS are **not transferable**. The transferee of a Covered Product may obtain a separate EMS license from Fortress Power upon written request and agreement to the terms of such license.

12. Disclaimer of Warranties.

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY FORTRESS POWER. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES AND CONDITIONS (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ACCURACY OF ANY TECHNICAL INFORMATION PROVIDED IN MANUALS OR DOCUMENTATION) ARE HEREBY DISCLAIMED OR, IF NOT SO DISCLAIMED, SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

THE GRANT OF THIS LIMITED WARRANTY BY FORTRESS POWER IS CONDITIONED UPON THE COVERED OWNER'S AGREEMENT TO THE TERMS, CONDITIONS, AND REQUIREMENTS HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO

THE ABOVE LIMITATION MAY NOT APPLY TO THE COVERED OWNER. THIS LIMITED 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.**

IN NO EVENT SHALL FORTRESS POWER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, PROFITS, SAVINGS, DATA, OR USE, ARISING OUT OF OR RELATED TO THE SELECTION, PURCHASE, INSTALLATION, OPERATION, OR USE OF ANY COVERED PRODUCT OR THE EMS, WHETHER UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

CUSTOMER ASSUMES THE ENTIRE RISK OF SELECTION, INSTALLATION, AND USE OF THE COVERED PRODUCT AND EMS. FORTRESS POWER'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS LIMITED WARRANTY SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE CUSTOMER TO FORTRESS POWER (OR ITS AUTHORIZED RESELLER) FOR THE COVERED PRODUCT AND EMS THAT GAVE RISE TO SUCH CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE COVERED OWNER.

14. **Governing Law.**

This Limited 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.** Any dispute or claim arising out of or relating in any way to this Limited Warranty, or to any aspect of your relationship with Fortress Power, shall be resolved by binding arbitration rather than in court, except that (i) you may assert qualifying claims in small claims court, and (ii) either party may seek equitable relief in court for the protection or enforcement of intellectual property rights (including 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 Limited 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. 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 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 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. 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 and shall be governed by the Federal Arbitration Act.
- h. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Fortress Power.

16. Miscellaneous Provisions.

- a. The Customer's purchase of the C&I Products constitutes the Customer's agreement to all terms of this Limited Warranty.
- b. The parties waive, to the fullest extent permitted by law, any objection to the arbitration of disputes.
- c. No waiver of any right under this Limited Warranty shall be deemed continuing or constitute a waiver of any subsequent right.
- d. This Limited Warranty constitutes the entire agreement between Fortress Power and the Customer with respect to warranty coverage and supersedes any prior representations or communications.
- e. Fortress Power may amend this Limited Warranty upon notice to the Customer, and such amendments shall apply to all claims arising after the effective date of such amendment.
- f. The State of California has determined that ion batteries contain chemicals known to **cause** cancer, birth defects, and reproductive harm.

17. Customer Support Contact Information.

Phone number: (877) 497-6937

Email: techsupport@fortresspower.com

Web Page: <https://www.fortresspower.com/support/>

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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) _____

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 | |