

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 an Envy Inverter (defined below), unless a newer Limited Warranty is subsequently posted which applies to your Envy Inverter's Activation Date (defined below). Always check www.fortresspower.com for the correct warranty governing your Envy Inverter. Subject to the terms of this Limited Warranty, Fortress Power warrants to the Covered Owner (defined below) that the **FP-Envy Duo 21, FP-Envy-12K, FP-Envy-10K, FP-Envy-8K** (each an "Envy Inverter") and installed for use at the original location (the "**Original Location**") will be free from defects in 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 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 Limited Warranty is valid only (a) when the Envy Inverter is sold by Fortress Power itself or by a Fortress Power authorized reseller, (b) when an Envy Inverter is installed by a Fortress Power Certified Installer partner in accordance with all applicable installation manuals, codes, and regulations, and (c) to the extent permitted by the applicable laws of the Territory mentioned above. 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 below) and ends on the earlier of 10 years from the Activation Date.

All circuit breakers, safety switches, and fuses are excluded from the Limited 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.** For non-California residents, the activation date (the "**Activation Date**") of this Limited Warranty shall be the earlier of (i) the installation date, or (ii) six (6) months from the date of manufacture. For California residents, the Activation Date is the delivery date of the Envy Inverter to the Covered Owner (as defined below).
3. **Workmanship.** Fortress Power does not warrant, or guarantee workmanship performed by any person or entity installing the Envy Inverter. The Limited Warranty does not cover the cost of installation, removal, shipping, or reinstallation. The Limited Warranty does not cover defects in design or installer error including, but not limited to, reverse polarity or misuse of system-wide equipment or inaccurate programming of all ancillary equipment in your system.
4. **Registration.** Except where prohibited by law, this Limited Warranty is also conditioned on the Covered Owner registering the Envy Inverter within forty-five (45) days from the date of first installation (the "**Registration**") by either (a) registering on-line at <https://www.fortresspower.com/warranty/> or (b) registering through the Fortress Power App.
5. **Transferee.** For the purposes of this Limited Warranty, the "**Covered Owner**" shall mean the person or entity that purchases and installs (or has installed) the Envy Inverter 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 Envy Inverter remains at the Original Location, (b) the Transferee submits to Fortress Power a "Change of Ownership Form" within sixty (60) days of said transfer, and (c) if applicable, the Transferee complies with the

Registration requirement in Section 5. The submission of a Change of Ownership Form is required for continued warranty coverage and is available at <https://www.fortresspower.com/support/>.

6. How to Obtain Warranty Service.

- a. To obtain warranty service for an Envy Inverter, the Covered Owner must comply with the procedure listed at: <https://www.fortresspower.com/support/>. Fortress Power may instruct the Covered Owner to return the defective Envy Inverter to Fortress Power in the original packaging or equivalent in the event that said unit is determined to be defective. If the defective Envy Inverter 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 Envy Inverter or replacement product.
- b. If a Covered Owner returns an Envy Inverter 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 Envy Inverter or the retail value of the missing parts. Fortress Power recommends that Covered Owners use a tracking service for their protection.
- c. By returning an Envy Inverter, Covered Owner hereby acknowledges that ownership of the Envy Inverter is transferred to Fortress Power upon Fortress Power's receipt of the Envy Inverter. If 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 installer authorized by Covered Owner to replace the Envy Inverter) at the Original Location.

Any Envy Inverter returned to Fortress Power that Fortress Power determines is not covered under this Limited 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 Envy Inverter is received and inspected, Fortress Power will notify Covered Owner (or the installer authorized by Covered Owner to replace the Envy Inverter) that Fortress Power has received the returned product.

7. Remedies.

- a. During the applicable Limited Warranty Period, if Fortress Power confirms the existence of a defect that is covered by the Limited Warranty, Fortress Power will, at Fortress Power's option (i) repair or replace the Envy Inverter free of charge (using new, refurbished, or comparable parts or products equivalent to the Envy Inverter immediately prior to the time the defect occurred), or (ii) refund the Covered Owner the actual purchase price for the Envy Inverter less reasonable depreciation based on use at the time the Covered Owner notifies Fortress Power of the defect. In the event of a defect, to the extent permitted by law, these are the Covered Owner's sole and exclusive remedies. 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 Envy Inverter under Section 7(a)(i) 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.

8. Limited Warranty Limitations and Exclusions.

a. This Limited Warranty does not include any cost of labor or other costs related to (i) uninstalling the Envy Inverter; (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 will not be responsible for, any defect in or damage to any Envy Inverter:

i. that results from normal wear and tear;

ii. that occurs after the expiration of the Limited Warranty period (unless covered under a separately executed warranty extension agreement);

iii. that is caused by faulty installation, operation, or maintenance performed contrary to Fortress Power's installation manuals, guidelines, or instructions, or performed by an unauthorized installer;

iv. that has been disassembled, repaired, or modified 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. that has been damaged due to 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. where the Envy Inverter or its accessories are damaged by lightning strikes exceeding the Surge Protection Device (SPD) module's protection range; such events are not covered under this Limited Warranty;

vii. that has been vandalized, engraved, irreversibly marked, labeled, contaminated, or stolen;

viii. that has been used in a manner inconsistent with applicable safety regulations or standards (including but not limited to VDE, IEC, or other relevant safety codes);

ix. that exhibits 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;

x. that has been damaged by accidents or other external influences;

xi. that is used in conjunction with lithium batteries not listed on Fortress Power's "Compatible Battery List," available at www.fortresspower.com;

d. This Limited Warranty does not cover cosmetic, technical, or design imperfections that do not materially affect energy conversion, storage, or functionality of the Envy Inverter; nor does it cover noise, vibration, or aesthetic blemishes (such as scratches, stains, or dents) that do not impair performance.

e. Software installed in the Envy Inverter, and the recovery or reinstallation of such software or data, are not covered under this Limited Warranty. Fortress Power does not warrant uninterrupted or error-free operation of the Envy Inverter. No Fortress Power employee, reseller, or agent is

authorized to modify, extend, or add to this Limited Warranty. If any term of this Limited Warranty is deemed illegal or unenforceable, the remaining provisions shall remain in full force and effect.

f. Envy Inverters are not intended for use as a primary or backup 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.

9. **For Out-of-Warranty Cases.** 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. For all out-of-warranty cases, Fortress Power may charge reasonable service-related fees 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.
10. **Assignment.** Fortress Power 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.
11. **Disclaimer of Warranties.** THIS LIMITED 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 LIMITED WARRANTY .

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

12. **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.
13. **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.
14. **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 Envy Inverter, 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 Limited Warranty, Covered Owner agrees to first contact Fortress Power at the contact method 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.
- h. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Fortress Power.

15. **Customer Support Contact Information.**

Phone number: (877) 497-6937

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

Envy Serial Number(s) _____

For systems that exceed three of any Envy Inverter, 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 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	