



Guardian Warranty Document

Definition of Terms

- "You" and "Your" refer to the end-customer who has purchased and is making use of the Product.
- "Product" refers to the Guardian. The Guardian is a Fortress Power branded internet gateway device intended to communicate with select Fortress Power products.

Warranty Duration:

This Warranty covers defects in workmanship and materials in Your Product. The warranty period is for two (2) years from the date of shipment to You. This Warranty, with prior written notice, is transferable to subsequent owners but only for the unexpired portion of the Warranty Period.

This Warranty does not cover labor costs arising from or expenses related to the removal of defective Product(s) and the installation of replacement Product(s).

Warranty Claims

If Your Product becomes defective, and You notify Fortress Power of such defect within the Warranty Period, then Fortress Power will, at its sole discretion, either (i) repair the defective Product or (ii) replace with new, reconditioned parts or similar parts of equivalent depreciated value, provided that Fortress Power through inspection establishes the existence of such a defect which is covered by this Contractual Warranty.

Alternatively, Fortress Power may elect, at its sole discretion, to provide You with cash compensation equal to the Product's value depreciated by the number of years of operation under the Warranty Period. If Fortress Power repairs or replaces a Product, its warranty continues for the remaining portion of the original Warranty Period or ninety (90) days from the date of the repair or return shipment to the customer whichever is greater. All replaced Products and all parts removed from repaired Products become the property of Fortress Power.

Warranty Limitations

The intent of this Warranty is to cover covers defects in workmanship and materials of the Product. This Contractual Warranty does not warrant uninterrupted or error-free operation of the Product or cover normal wear and tear of the Product or costs related to the removal, installation, or troubleshooting of the customer's electrical systems. The warranty claims that relate to damages, failures or defects caused by any of the following factors are not covered by this Contractual Warranty:

- Failure to commission the Product within twelve (12) months from the date of shipment
- If the Product has been commissioned and shut down or depowered for a period longer than twelve (12) months
- Improper use or non-compliance with installation, commissioning, operation, or maintenance instructions (e.g., the Owners Guide, the Installation Guide)

- Unauthorized commissioning, modifications, changes, or attempted repairs
- Vandalism or destruction through external influences including damages caused by persons or animals
- Use in an unsuitable environment. This can include any environment or location that causes excessive wear and tear such as
 - Direct exposure to the elements. The Guardian is not rated for outdoor use.
 - A corrosive environment, including but not limited to acid rain, hydrogen sulfide, excessive salt in the air, caustic agents, reducing agents
- Insufficient ventilation
- Failure to observe applicable safety standards and regulations
- Damages during transportation or storage
- Exposure to water
- Exposure to household or industrial chemicals
- Force majeure, examples include, but not limited to: fire, flood, earthquakes, storm damage, overvoltage and lightning strikes
- Exposure to fire, water, snow, moisture, or liquid ingress or sand (except for any such exposure to environmental conditions that Your Product was specifically designed to withstand as indicated in the applicable specifications for Your Product)
- Exposure to power with poor quality, including but not limited to voltage that is too high or low
- Abuse by the user, including but not limited to connecting devices to the communication ports other than a device that the Product was expressly designed to communicate with.
- Used as a component part of another product expressly warranted by another manufacturer
- If the original identification (trade-mark, serial number, QR code) markings have been defaced, altered, or removed
- Consumable components of any type are not covered by this Contractual Warranty, including but not limited to fuses.
- Cosmetic shortcoming which do not impair the use of the Product for the intended purpose i.e. the transmission of data.

This Warranty is further limited by excluding

- Damages arising in the event that use of the Product for the intended purpose is no longer possible or only possible with restrictions as a result of amendments to the statutory provisions applicable to the operation of the Product made after the delivery of the Product
- Compensation for damages related to loss of power production or business operation or any expenses incurred by customer towards repair, removal and/or replacement of the Product (including but not limited to labor, transportation, temporary power)
- Costs or damages arising from changes to existing PV systems, building installations or other site changes
- Additional costs and expenses (e.g. shipping costs, travel, accommodation, meals, etc.) incurred through the functioning or malfunctioning of Product.
- Any Products that are damaged during shipment
- Additional costs of regulatory compliance at Your location.

Warranty Return and Repair Process

You must notify Fortress Power by using the Technical Support ticketing system that is in place at the time of notification. The Technical Support team will then assist You in diagnosing the problems and, if necessary, coordinating the Return Material Authorization (RMA) process, or any other process necessary for a claim under this Warranty.

Invalid Warranty Claim

If the allegedly defective Product that is returned to Fortress Power (or service partner) pursuant to this Warranty Statement is found to be free of defects, Fortress Power may return the Product to You and charge you for the shipping.

Fortress Power may, in its sole discretion, refuse to honor warranty claims from anyone who is found to be abusing the Warranty program. Abuses of the Warranty program include but are not limited to:

- Intentionally submitting warranty claims for a Product that is functioning as intended
- Submitting an abnormally high number of Warranty claims or abnormally high number of messages to Technical Support about a particular Warranty claim
- Rude, abusive, or threatening behavior with a Fortress Power employee

Disclaimer of Implied and Other Warranties and Limitation of Liability

THIS CONTRACTUAL WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY FORTRESS POWER IN CONNECTION WITH YOUR PRODUCT AND IS, WHERE PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN CONNECTION WITH THE PRODUCT, HOWEVER ARISING (WHETHER BY CONTRACT, TORT, NEGLIGENCE, PRINCIPLES OF MANUFACTURER'S LIABILITY, OPERATION OF LAW, CONDUCT, STATEMENT OR OTHERWISE), INCLUDING WITHOUT RESTRICTION ANY IMPLIED WARRANTY OR CONDITION OF QUALITY, MERCHANTABILITY, MERCHANT-ABLE QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE.

ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT REQUIRED UNDER APPLICABLE LAW TO APPLY TO THE PRODUCT SHALL BE LIMITED IN DURATION TO THE PERIOD STIPULATED UNDER THIS CONTRACTUAL WARRANTY.

LIMITATION OF LIABILITY

WHERE APPLICABLE LAW ALLOWS AND DOES NOT PROHIBIT OR RESTRICT SUCH LIMITATION, FORTRESS POWER'S LIABILITY FOR ANYTHING RELATING TO THIS PRODUCT SHALL BE LIMITED TO THE PRICE PAID FOR THE PRODUCT.

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL FORTRESS POWER BE LIABLE FOR: (A) ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND, EVEN IF FORTRESS POWER HAS BEEN ADVISED, OR HAD REASON TO KNOW, OF THE POSSIBILITY OF SUCH DAMAGE; AND/OR (B) ANY DAMAGE OR INJURY ARISING FROM OR AS A RESULT OF MISUSE OR ABUSE, OR THE INCORRECT INSTALLATION, INTEGRATION OR OPERATION OF THE PRODUCT BY PERSONS NOT AUTHORIZED BY FORTRESS POWER.

EXCLUSIONS AND CLARIFICATIONS

THE CONTRACTUAL AND/OR STATUTORY WARRANTY OBLIGATION OF THE PRODUCT SELLER AND YOUR CORRESPONDING STATUTORY WARRANTY RIGHTS WHICH MAY NOT LAWFULLY BE EXCLUDED OR LIMITED ARE NOT AFFECTED BY THIS CONTRACTUAL WARRANTY. FURTHERMORE, SHOULD THIS CONTRACTUAL WARRANTY VIOLATE ANY NATIONAL, STATE, PROVINCIAL OR OTHER GOVERNMENTAL STATUTORY RIGHTS WHICH MAY NOT LAWFULLY BE EXCLUDED OR LIMITED AND WHICH GRANT YOU ANY RIGHTS IN ADDITION TO THE CONTRACTUAL WARRANTY, THEN SUCH STATUTORY RIGHTS SHALL NOT BE AFFECTED BY THE PROVISIONS OF THIS CONTRACTUAL WARRANTY.

IF THIS PRODUCT IS A CONSUMER PRODUCT, THE APPLICABLE LAW MIGHT NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES AND/OR MAY EXTEND ADDITIONAL BENEFITS OR PROTECTION TO YOU. TO THE EXTENT YOU ARE ENTITLED TO IMPLIED WARRANTIES OR ADDITIONAL BENEFITS OR PROTECTION UNDER APPLICABLE LAW, SUCH ARE LIMITED (TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW) TO THE DURATION OF THIS CONTRACTUAL WARRANTY. SOME STATES, PROVINCES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS OR EXCLUSIONS ON IMPLIED WARRANTIES OR ON THE DURATION OF AN IMPLIED WARRANTY OR ON THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION(S) OR EXCLUSION(S) MAY NOT APPLY TO YOU. THIS CONTRACTUAL WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE, PROVINCE TO PROVINCE OR JURISDICTION TO JURISDICTION.