

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 Covered Products (defined below), unless a newer limited warranty is subsequently posted which applies to your Covered Product’s date of activation. Always check [Avalon High Voltage Energy Storage System - Fortress Power](#) for the correct limited warranty governing your Covered Product. Subject to the terms of this Limited 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 (“**Workmanship Warranty**”) for the applicable limited warranty period set forth below (each, a “**Limited Warranty Period**”), provided that the Original Location is located within the following territories (the “**Territory**”):

The United States and Puerto Rico (all other United States territories are excluded).

This Limited Warranty is valid only (a) when the Covered Products are sold by Fortress Power itself or by a Fortress Power- authorized reseller and (b) to the extent permitted by the applicable laws of the Territory mentioned above.

Covered Products	Limited Warranty Period
Avalon HV Battery (“Avalon HV Battery”) with SKU: Avalon Battery: AVB-V1	The Limited Warranty Period begins on the Activation Date (defined below) and ends on the earlier of (a) 15 years from the Activation Date or (b) 8,000 discharged cycles.
Avalon HV Inverter with SKUs: Avalon HV 11.4kw Avalon HV 7.6kw	10 years from the Activation Date (<u>excluding</u> System Shutdown Switch, which has a Limited Warranty Period of 5 years from the Activation Date)
Avalon Smart Energy Panel with SKUs: AVSEP-V1	5 years from the Activation Date

2. **Activation Date.** As used in this Limited Warranty, “**Activation Date**” means the following:
 - a. For Covered Products that are Avalon HV Battery (each a “Covered Avalon HV Battery”) only: The earlier of (i) the “Energize by” date indicated on the Avalon HV Battery packaging or (ii) the date the Avalon HV Battery is activated at the Original Location via the Fortress Power Installer Portal (iii) or the Covered Owner has received “permission to operate” by the authorities having jurisdiction.
 - b. For all other Covered Products: The earlier of the date the (i) Covered Product is activated at the Original Location via the Fortress Power Installer Portal or (ii) the date the Covered Owner has received “permission to operate” by the authorities having jurisdiction.
3. **Additional Warranties for Avalon HV Battery.** During the Limited Warranty Period, the Covered Avalon HV Battery will maintain the ability to store and discharge an energy capacity of at least sixty percent (60%) of the Covered Avalon HV Battery nameplate rating when installed and used in accordance with the Quick Install Guide and the Product data sheet (the “**Product Documentation**”). The Product Documentation can be found at you [Avalon High Voltage Energy Storage System - Fortress Power](#).
4. **Registration.** Subject to Section 5 (Registration Exclusions), 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) registering on-line at [Warranty For Fortress Power Products - Secure Your Energy](#); or (b) registering through the Fortress Power App.
5. **Continuous Connectivity.** The Covered Products should 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.

6. **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 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 the applicable transfer fee (“**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 Limited 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 the Transfer Fee are available at <https://www.fortresspower.com/support/>.
7. **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. We recommend 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 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 Covered Product) at the Original Location.
- Any product 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 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.
8. **Remedies.**
- a. During the applicable Limited Warranty Period, if Fortress Power confirms the existence of a defect that is covered by the Workmanship Warranty, Fortress Power will, at Fortress Power’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 Fortress Power of the defect. Fortress Power will not elect to issue a refund unless (A) Fortress Power is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (B) 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. During the applicable Limited Warranty Period, if Fortress Power establishes the existence of a defect that is covered by the Limited Capacity Retention Warranty, Fortress Power will, at Fortress Power’s option, either (i) repair or replace the Covered Avalon HV Battery free of charge, (ii) refund the Covered Owner the actual purchase price for the Avalon HV Battery Covered Product less reasonable depreciation based on use at the time the Covered Owner notifies Fortress Power of the defect. Fortress Power will not elect to issue a refund or a credit unless (A) Fortress Power is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (B) Covered Owner is willing to accept such a refund.
- c. If Fortress Power repairs or replaces the Covered Product, (i) Fortress Power will, at its option, use new

and/or reconditioned parts or products of 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.

- d. If Fortress Power issues a refund or a credit, as applicable (rather than providing a repaired or replacement Covered Product), such refund or credit, as applicable, will be processed and paid within four (4) weeks of Fortress Power's receipt of the Covered Product.

9. Limited Warranty Limitations and Exclusions.

- a. This Limited 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 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 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, 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 maximum or minimum limits listed in the applicable Product Documentation, including high input voltage from generators or lightning strikes;
 - 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, 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 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.
- e. The Limited 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 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. 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 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.
- 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.

- 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 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 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.
- 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
Email: techsupport@fortresspower.com
Web Page: <https://www.fortresspower.com/support/>

Product Registration Form

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 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

Product Serial Number _____

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.

Do you want us to send you product announcements and special offers? **Yes / No**