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 eBoost Battery (defined below), unless a newer Limited Warranty is subsequently posted which applies to your eBoost Battery's Activation Date (defined below). Always check www.fortresspower.com for the correct warranty governing your eBoost Battery. Subject to the terms of this Limited Warranty, Fortress Power warrants to the Covered Owner (defined below) that the eBoost (an "**eBoost Battery**") 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 eBoost Battery is sold by Fortress Power itself or by a Fortress Power authorized reseller, (b) when an eBoost Battery 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 (a) 10 years from the Activation Date, (b) 8,000 discharged cycles at 80% Depth of Discharge ("DOD"), or (c) the maximum aggregate throughput over the life of battery listed below.

Total Energy Throughput According to Maximum Depth of Discharge (DOD)

eBoost Battery	80% DOD	100% DOD
eBoost	74.92 MWh	31.30 MWh

   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 "Energize by" date indicated on the eBoost battery packaging, (ii) the installation date, or (iii) nine (9) months from the date of manufacture. For California residents, the Activation Date is the delivery date of the eBoost Battery to the Covered Owner (as defined below).

3. **Energy Capacity**. During the Limited Warranty Period, the eBoost Battery will maintain the ability to store and discharge an energy capacity of at least seventy percent (70%) of the eBoost Battery nameplate rating when installed and used in accordance with the latest installation manual on the Fortress Power website and the eBoost Battery data sheet (the "**Product Documentation**"). The Product Documentation can be found at https://www.fortresspower.com/products/.

4. **Workmanship**. Fortress Power does not warrant, or guarantee workmanship performed by any person or entity installing the eBoost Battery. 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.

5. **Registration.** Except where prohibited by law, this Limited Warranty is also conditioned on the Covered Owner registering the eBoost Battery 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.

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 eBoost Battery 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 eBoost Battery 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 Limited Warranty coverage and is available at https://www.fortresspower.com/support/.

7. **How to Obtain Warranty Service.**
   a. To obtain warranty service for an eBoost Battery, the Covered Owner must comply with the procedures listed at: https://www.fortresspower.com/support/. Fortress Power may instruct the Covered Owner to return the defective eBoost Battery to Fortress Power in the original packaging or equivalent in the event that said unit is determined to be defective. If the defective eBoost Battery 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 eBoost Battery or replacement product.

   b. If a Covered Owner returns an eBoost Battery 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 eBoost Battery 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 eBoost Battery, Covered Owner hereby acknowledges that ownership of the eBoost Battery is transferred to Fortress Power upon Fortress Power's receipt of the eBoost Battery. 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 eBoost Battery) at the Original Location.

      Any eBoost Battery 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 eBoost Battery is received and inspected, Fortress Power will notify Covered Owner (or the installer authorized by Covered Owner to replace the eBoost Battery) 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 Limited Warranty, Fortress Power will, at Fortress Power's option (i) repair or replace the eBoost Battery free of charge (using new, refurbished, or comparable parts or products equivalent to the eBoost Battery immediately prior to the time the defect occurred), or (ii) refund the Covered Owner the actual purchase price for the eBoost Battery less reasonable depreciation and battery capacity degradation based on use at the time the Covered Owner notifies Fortress Power of the defect.

b. If Fortress Power opts to repair or replace the eBoost Battery under Section 8(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.

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 eBoost Battery; (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 eBoost Battery:

i. that has been misused, abused, neglected, tampered with, altered, or otherwise damaged, either internally or externally;

ii. that has 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. The Minimum Recommended Battery Sizing Standard is available at: https://www.fortresspower.com/dealers/inverter-compatibility. If the inverter is not listed in Minimum Recommended Battery Sizing Standard, the battery capacity must be equal to or more than twice the rated power of the inverter. For another battery sizing questions, please contact our technical support team using one of the options available at https://www.fortresspower.com/support/ ;

iii. that has been commissioned when the eBoost Battery was not fully charged (less than 100% state of charge). Failure to do so will void this Limited Warranty;

iv. that has been charged using ancillary charging using a non-Fortress Power approved charger. Only use a Fortress Power approved Lithium Ferrite Phosphate (LFP) charger if ancillary charging is required before installation, testing, or troubleshooting;

v. that has 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;

vi. that has been subjected to damage caused by third party components not provided by Fortress Power and used with the eBoost Battery or any damage to the eBoost Battery caused by service performed by anyone who is not a representative of Fortress Power;

vii. 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);

viii. if the Grid Profile (utility approved operating parameters) of the eBoost Battery has been altered without permission from Fortress Power, and such alteration causes the product to malfunction, fail, or fail to optimally perform.

d. 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 eBoost Battery; noise or vibrations that are not excessive or uncharacteristic and do not impact the eBoost Battery'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 eBoost Battery. This Limited Warranty does not apply to any third-party products that may be installed with the eBoost Battery at the Original Location.

e. For the avoidance of doubt, software operating in the eBoost Battery and the recovery and reinstallation of such software and data are not covered under this Limited Warranty. Fortress Power does not warrant that the operations of the eBoost Battery 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.

f. eBoost Batteries 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 eBoost Battery. 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 eBoost Battery in such circumstances.

10. **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.

11. **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.

12. **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.

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 JURISDISCTIONS 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 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.** You agree that any dispute or claim relating in any way to your access or use of the eBoost Battery, 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.

16. **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

Battery Serial Number(s) _____

For systems that exceed three of any eBoost Battery, 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**	