

Fortress Power Warranty Terms

Fortress Power warrants that, subject to the exclusions and limitations set out below, the inverter and accessory product FP-ENVY provided shall be in good working order during the period of

- 10 year *limited warranty for Hybrid Series including exclusively for CDBG project by Departamento de Vivienda in Puerto Rico:

Fortress Power-ENVY 8K

starting from the earlier one of following two dates:

1. The date on which the product was first installed.
2. 6 months after the date of production.

This Fortress Power Limited warranty terms and conditions applies for America, Canada. It applies for the devices which are originally purchased from channels authorized by Fortress Power and installed in the destination mentioned above, unless there are specially stipulated warranty terms and conditions between Fortress Power and the direct purchaser. For any units sold for one country/region but installed in another different country/region, the warranty will become invalid if Fortress Power does not provide written confirmation/approval prior to the installation.

HOW TO MAKE A CLAIM UNDER THE FORTRESS POWER LIMITED WARRANTY

If the claimant wants to make a warranty claim, please contact your local distributor where you purchased the product from, or the installer who installed the inverter for you. If the claimant was unable to obtain service from them, or was NOT satisfied with their service, the claimant can escalate your service request by creating a service ticket and make a claim to Fortress Power via techsupport@fortresspower.com.

Please note, in order to deliver a friendly and timely service, Fortress Power is cooperating with many of our distributors and installers all over the world. As such, please treat them as the default service channel of Fortress Power and use these service channels to make your warranty claim; Fortress Power will support and audit our service channel to ensure that we deliver a good service to our customers.

Please have the following information to hand as it may be required when contacting the local distributor.

1. Contact information of claimant, including name of the person, name of the company, phone

number, email address and shipment address.

2. number, email address and shipment address.
3. number, email address and shipment address.
4. Information regarding all defective product(s), including product(s) model(s), serial number(s), installation date and failure date. Please make the claim within 2 weeks from the failure date, otherwise Fortress Power will treat it as you have abandoned the right to make a

Installation information, including brand, model, and number of PV panels, the brand and model of batteries.

Error message on LCD screen (if applicable) and additional information regarding the fault/error.

Description of actions before the failure and detailed information of previous claims (if applicable).

Fortress Power may arrange an on-site inspection to find out the root of the faults. The claimant is responsible for granting access, making time, and ensuring the safety of the inspection by a technician from Fortress Power or an authorized third party company. Fortress Power reserves the right not to enter the site should the Fortress Power technician consider it unsafe to do so.

REMEDY

If a claim is received within the warranty period and a fault with the product is discovered that is covered under the warranty, Fortress Power may, at its sole discretion, elect to

1. Fix the issue by changing configurations or updating software.
2. Repair the product by replacing with spare parts.
3. Exchange the product for a product that is brand new or refurbished but at least functionally equivalent to the original product, or an upgraded model which is either functionally equivalent or functionally superior to the original product. If the device is replaced within the warranty

period, the remaining warranty period will be automatically transferred to the replacement unit. For every single inverter exchange case, the claimant must gather the necessary information and send the RMA report to Fortress Power to confirm the RMA request, prior to the inverter being exchanged.

4. If it's proven that the problem was caused by faulty installation, claimant should contact the original installer and request that they provide a solution to fix the issue.

All parts of the product or other equipment that Fortress Power replace shall become Fortress Power's property. If the product is found not to be covered by this Limited Warranty, Fortress Power reserves the right to charge a handling fee. When repairing or replacing the product, Fortress Power may use products that are new, equivalent to new or refurbished.

Unless a special/unique agreement exists between Fortress Power and the customer, the Fortress Power limited warranty covers only the cost of hardware material required to get the device functioning again. **Transportation costs:** in some areas, Fortress Power will cover the outbound and inbound

transportation costs by using normal ground transportation up to a total amount (please contact Fortress Power for the rate) per case. The claimant must cover any excess costs or any costs generated by using another method of transportation. In some of the cases, the claimant need to organize the return of the allegedly defective product to Fortress Power or its authorized service partner and should confirm with Fortress Power for the shipment schedule in advance. As products need to be packaged in a reasonable condition, Fortress Power suggests using packaging material that is the same size as the product package at the time of purchase. If the allegedly defective product is not returned within 2 weeks of the replacement unit being received by the claimant, or there's no damage found after checking the returned back product, Fortress Power will invoice the claimant for the replacement unit in addition to the delivery and associated service charges.

All other costs including but not limited to compensation from direct or indirect damages arising from the defective device or other facilities of the PV system, or loss of electrical power generated during the product downtime are NOT covered by the Fortress Power limited warranty.

WARRANTY EXCEPTIONS

The following circumstances may cause device defects, but are NOT covered by Fortress Power's limited warranty.

1. Normal wear and tear (including, without limitation, wear and tear of batteries).
2. Any defects that occur when the limited warranty period has expired (excluding additional agreements of warranty extension).
3. Faults or damages due to faulty installations or operations, maintenance carried out against Fortress Power instructions by an unauthorized installer.
4. Disassembly, repair or modifications performed by a third-party company/person not authorized by Fortress Power. Product modifications, design changes or part replacements not approved by Fortress Power.
5. Faults or damage due to unforeseen circumstances, man-made factors, or examples of force majeure including but not limited to stormy weather, flooding, overvoltage, pests, inappropriate handling, misuse, neglect, fire, water, lightning or other acts of nature.
6. For the products equipped with the SPD module, when the lightening is beyond the SPD's protection range, it won't be able to protect the inverter and the Fortress Power limited warranty does NOT cover the inverter or accessory damage caused by such lightening.
7. Vandalism, engraving, labels, irreversible marking or contamination or theft.
8. Usage which does not comply with the safety regulations (VDE, IEC, etc.).
9. Faults or damage caused by other factors not related to product quality issues.
10. Any rust that appears on the device's enclosure caused by harsh environmental conditions. Faults or damage caused by exposure to sea coasts/saltwater or other aggressive atmospheres or environmental conditions without Fortress Power's written confirmation/ approval prior to the installation.

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11. Accidents and external influences.
 12. Using product with lithium battery out of our list of compatible batteries. Please refer to the link(www.fortresspower.com) for a detailed list of compatible battery packs.
 13. Unless a special agreement exists between Fortress Power and the battery manufacturer, for all the battery packs NOT listed in our 'Fortress Power Compatible List', it's the responsibility of installer/system integrator to check the battery safety as well as system performance and reliability. Fortress Power shall guarantee the performance of the inverter under the normal working conditions within the limited warranty term and provide limited technical support if applicable. However, Fortress Power shall assume no liability for system malfunctions and any incurred loss or damages whatsoever.
 14. Product failure is not reported to Fortress Power within 2 weeks of appearance.
 15. Please kindly notice that if any Fortress Power products are used for the purpose of an anti-countercurrent solution, the manual of the anti-countercurrent products must be read in advance to ensure the operating principle of anti-countercurrent has been fully understood. It shall be thoroughly understood that in the process of actual use, a tiny amount of power may still be sent to the power grid, which cannot be completely avoided by the current technical solution of Fortress Power anti-countercurrent products. Any photovoltaic plants in which Fortress Power products have been used must be reported to the competent local authority with the corresponding jurisdiction. Should the photovoltaic plants fail to report such use, Fortress Power shall not be liable for any and all risks and penalties arising from or in connection to the unreported or unauthorized use of Fortress Power products. In the event that the photovoltaic plants have reported the use of Fortress Power products, the liability of Fortress Power shall not exceed the total amount of the Purchase Order of the relevant products.

OUT-OF WARRANTY-CASE

Any defects that occur after the expiry of the warranty period, or which occur within the warranty period but which are listed in the warranty exceptions above, are known by Fortress Power as out-of-warranty cases. For all out-of-warranty cases, Fortress Power may charge an on-site service fee, a parts fee, labor costs and a logistics fee to customer, including any/all of:

1. On-site service fee: cost of travel and time for the technician to deliver on-site service and labor cost for the technician, who is repairing, performing maintenance on, installing (hardware or software) and debugging the faulty product.
2. Parts/materials fee: cost of replacement parts/materials (including any shipping/admin fee that may apply).
3. Logistics fee: cost of delivery and any other expenses incurred when defective products are sent from the user to Fortress Power or/and repaired products are sent from Fortress Power to the user.

LIMITATION OF FORTRESS POWER'S LIABILITY

This limited warranty replaces all other Fortress Power warranties and liabilities, whether oral, written,

(non-mandatory) statutory, contractual, in tort or otherwise, including, without limitation, and where permitted by applicable law, any implied conditions, warranties or other terms as regards satisfactory quality or fitness for purpose. However, this limited warranty shall neither exclude nor limit any of your legal (statutory) rights under the applicable national laws. To the extent permitted by applicable law(s), Fortress Power does not assume any liability for any loss of, damage to or corruption of data, for any loss of profit, loss of use of products or functionality, loss of business, loss of contracts, loss of revenue or loss of anticipated savings, increased costs or expenses or for any indirect loss or damage, consequential loss or damage or special loss or damage, or punitive loss or damage. To the extent permitted by applicable law, Fortress Power's liability shall be limited to the purchase value of the product. The above limitations shall not apply in case of gross negligence or intentional misconduct of Fortress Power or in case of death or personal injury resulting from Fortress Power's proven negligence.

*Limited warranty is a basic warranty promise from Fortress Power to the end users. In some countries/districts, end users may receive an additional warranty promise (should be at least equivalent to the manufacturer's warranty) which is provided by Fortress Power's local distributor; should any claims arise in this respect, please direct them to the local distributor. Please note this Fortress Power limited warranty statement may NOT be the latest version, please refer to the latest version of the Fortress Power limited warranty by visiting our global website via www.fortresspower.com