

10 Year Limited Warranty for eFlex MAX 5.4 kWh Battery

Effective Date: 5/10/2024



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1. - LIMITED WARRANTY COVERAGE

Subject to the terms and condition set forth below, Fortress Power, LLC, a Pennsylvania limited liability company ("Fortress Power"), as the distributor and supplier of the Fortress Power Lithium Ferrite Phosphate eFlex MAX Battery ("eFlex MAX"), warrants that the eFlex MAX will be free from manufacturing defects in materials and workmanship until the first to occur of (i) ten years, (ii) completion of 8,000 cycles at 80% Depth of Discharge ("DOD"), or (iii) completion of 3,000 cycles at 100% DOD (the "Limited Warranty Period"); provided that the eFlex MAX has been installed by a licensed professional using the Fortress Power Installation Manual and the Fortress Power Integration Guide (both available at www.fortresspower.com/resources).

IMPORTANT The Fortress Power Installation Manual and the Fortress Power Integration Guide for Battery Parameter Setting with various Inverters/Chargers are available to download at https://www.fortresspower.com/resources/

Table 1.0 -Total Energy Throughput According to Maximum Depth of Discharge (DOD) for each Fortress product.

Fortress Battery Model	80% DOD	90% DOD	100% DOD
eFlex MAX 5.4 (48V)	25.6 MWH	14.4 MWH	10.7 MWH

The term of the limited warranty begins on the original date of purchase of the Fortress Power Product as indicated on the Limited Warranty Registration Card submitted to Fortress Power. The Limited Warranty applies only to the original end-use purchaser of the Fortress Power Product and is transferable only if the Fortress Power Product remains installed in the Original Use Location. Fortress Power does not warrant, or guarantee workmanship performed by any person or firm installing the Fortress Power Product. 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.

The Limited Warranty applies only to a Fortress Power Product (a) purchased from Fortress Power or an authorized Fortress Power distributor, dealer, or reseller and (b) and properly installed using the Fortress Power Installation Manual and the Fortress Power Integration Guide.

The liability of Fortress Power under this Limited Warranty shall be limited to the repair or replacement of the Fortress Power Product, at Fortress Power's sole discretion. Fortress Power will not be responsible for any other types of losses or costs of any type pertaining to the use of its products including consequential damages, lost profits, or the like. If the Fortress Power Product is found to be defective as a result of any manufacturing defect in materials and workmanship during the Limited Warranty Period, Fortress Power, in its sole discretion, will (i) repair the Product, (ii) replace the Product purchased with same model, (iii) replace the Product with an equivalent Fortress Power Product, or (iv) credit the remaining depreciated value of the Product to be applied to the purchase of a new Fortress Power Product. If a Fortress Power Product is replaced, the defective Fortress Power Product will become the property of Fortress Power and must be returned to Fortress Power free of any third-party ownership claims. The Limited Warranty period for any repaired Fortress Power Product or its replacement is twelve (12) months from the date of shipment from Fortress Power or the remaining term of the Limited Warranty Period, whichever is greater.

NOTE: PLEASE SEE THE IMPORTANT NOTICES IN THE APPENDIX (Appendix A)

2. GUIDE FOR OPERATING PARAMETERS

Although Fortress Power Lithium batteries can perform at very high rates and depths of discharge within a very wide temperature range, in order to achieve extended life cycles and to comply with the Limited Warranty, the following guidelines should be followed:

a. - CHARGE PARAMETERS

Please note that closed-loop communication needs to be integrated for certain installations between batteries and inverters when battery capacity is equal to or less than twice the rated power of the inverter.

Charger/Inverter configuration recommendation for best performance, please refer to Minimum Recommended
Battery Sizing Standard:

	8000 Cycles	5000 Cycles	3000 Cycles				
Equalized Support	Off	Off	Off				
Capacity Limit Equalized Voltage		Please refer to the pi	oduct datasheet Every 30 days				
Recharge Voltage	51.3V	50V	47				
Bulk Voltage	54.4V	54.6V	55.5V				
Absorb Voltage	54.4V	54.6V	55.5V				
Low Battery Cut Out Voltage **	50.7V	48.4V	44				
High Battery Cut Out Voltage	56.5	56.5	56.5				
Float Voltage	Turn off, if possible 54.4V						
Max Charge Current	eFlex MAX: 55A per battery	eFlex MAX: 70A per battery	eFlex MAX: 80A per battery				
Max Continuous Discharge Current	eFlex MAX: 60A per battery	eFlex MAX: 70A per battery	eFlex MAX: 80A per battery				

Please note, you must verify actual parameters as specified on the Fortress Power Integration Guide for your specific inverter. You can download the integration guides on our Homepage in the Resource Center under Inverter Integration Guides (https://www.fortresspower.com/resources/).

Recommended Operating Parameters for Fortress Power batteries for 3,000 & 5,000 Cycles:

- i. Operating temperature range: 32 °F to 114 °F (0 °C to 45°C) Recommended operating parameters for Fortress Power batteries for 8,000 Cycles:
- ii. Operating temperature range: 50 °F to 100 °F (10°C to 38°C)

If the inverter is not listed in <u>Minimum Recommended Battery Sizing Standard</u>, 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 at <u>techsupport@fortresspower.com</u>

Do not expose battery to high temperatures. Fortress Power Lithium Batteries should be stored out of direct sunlight under the following temperature conditions.

Storage Temperature (Min./Max.): 41°F/5°C - 95°F/35°C Relative Humidity (Min./Max.): 5%~75% RH

b. - SIZING QUICK GUIDE

Proper system sizing is vital to the health and proper operation of your battery. Using an inverter with a charging rate more than the maximum recommended charge rate of the battery **can cause the battery to malfunction** due to safety mechanisms. Therefore, it is important to size the number of batteries correctly, depending on the power of the inverter. The table in **Minimum Recommended Battery Sizing Standard** lists some common inverters and the minimum number of batteries necessary to avoid malfunction. Please refer to the installation manuals of your battery and inverter for a sizing guide for specific details on proper sizing.

3. REGISTRATION FOR LIMITED WARRANTY

To activate this Limited Warranty, the Limited Warranty Registration Form on Appendix B must be completed and forwarded to Fortress Power pursuant to the instructions set forth in the Limited Warranty Registration Form. The Registration Form may also be completed on our website at the following link: https://www.fortresspower.com/product-warranty/ page. The Limited Warranty Registration Form must be authorized and affirmed by Fortress to be effective. Fortress will send confirmation of affirmation within 5 days after receipt of the completed Limited Warranty Registration Form. This Limited Warranty applies only to the Fortress Power Products that are (i) registered on the Limited Warranty Registration Form attached to this Limited Warranty and (ii) installed in the Original Use location which shall be described by inserting the address of the Original Use Location in the space "Address of Installation" provided in the Limited Warranty Registration Form and name of installer/ distributor or supplier.

4. OBTAINING LIMITED WARRANTY SERVICE

To request warranty service, your installer/distributor/supplier must contact Fortress Power in writing within the Limited Warranty Period. Fortress Power or its authorized representative will attempt to troubleshoot the Fortress Power Product at the Original Use Location to determine whether the Fortress Power Product is defective. If Fortress Power determines that warranty service is required, Fortress Power will issue a Return Material Authorization ("RMA") number. A request by you for an RMA number requires that you provide in writing to Fortress Power all the following information:

- Proof of date and place of purchase in the form of a copy of the purchase invoice for the original Fortress Power Product.
- The Fortress Power Product model number and serial number.
- Description of the problem; and
- Shipping address for the repaired or replaced equipment.

After receiving the RMA number, you must pack the Fortress Power Product authorized for return, along with the information described above, in the original Fortress Power Product shipping container or packaging providing equivalent protection. Fortress Power is not responsible for shipping damage caused by an improperly packaged Fortress Power Product, the repairs this damage might require, or the cost of these repairs.

If, upon receipt of the Fortress Power Product, Fortress Power determines the Product is defective and that the defect is covered under the terms of this Limited Warranty, Fortress Power will then approve the Limited Warranty claim and will repair or replace the Product without charge to the user.

5 – EXCLUSIONS AND LIMITATIONS

The Limited Warranty does not apply if the Fortress Power Product or any Fortress Power Product part has been modified or damaged by the following:

- Installation or Removal
- Alteration, Modification or Disassembly
- Normal Wear and Tear
- Accident, Misuse or Abuse (Being Dropped, etc.)
- Corrosion Inappropriate Environmental Exposure
- Repair or Service Provided by an Unauthorized Repair Facility
- Lightning
- Operation Contrary to Manufacturer Product Instructions
- Fire, Flood, or Acts of God
- Excessive Heat or Cold Conditions
- Water Damage
- Shipping or Transportation
- Incidental or Consequential Damage Caused by Other Components of the Power System Including but not Limited to Inverters, Charge Controllers, Breakers, Bypass Switches, Fuses, etc.

- Any Product Whose Serial Number has been Altered, Defaced, or Removed
- Continually used and maintained in temperatures below 32°F (0°C) or above 90°F (32°C).
- Operation in a Non-Intended Use, or a Use Which Exceeds the Recommended or Permitted Limits or Loads of the Fortress Power Product.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY APPLICABLE TO THE FORTRESS POWER PRODUCT. FORTRESS POWER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES OF THE FORTRESS POWER PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES AGAINST LATENT OR HIDDEN DEFECTS. NO WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY AFTER THE LIMITED WARRANTY PERIOD.

FORTRESS POWER ALSO EXPRESSLY LIMITS ITS LIABILITY IN THE EVENT OF A PRODUCT DEFECT TO REPAIR OR REPLACEMENT IN ACCORDANCE WITH THE TERMS OF THIS LIMITED WARRANTY, AND EXCLUDE ALL LIABILITY FOR INCIDENTIAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR THE FORTRESS POWER PRODUCT NOT BEING AVAILABLE FOR USE OR LOST REVENUES OR PROFITS, EVEN IF FORTRESS POWER HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES. SOME STATES (OR JURISDICTIONS) MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

If there is any inconsistency between this Limited Warranty and any other agreement or statement included with or relating to the Fortress Power Product or services, this Limited Warranty shall govern. If any provision of this Limited Warranty is found invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it enforceable and the remainder of this Limited Warranty shall remain valid and enforceable according with its terms.

As required under the laws of the State of California, USA, we advise you that lithium-ion batteries may contain chemicals known to the State of California to cause cancer, birth defects and reproductive harm. We do not expect that any original end-user will encounter any part of the Fortress Product other than its outer casing.

6 CONSUMER PROTECTION AND OTHER LAWS

Some jurisdictions may not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. These governmental entities may provide for additional warranty rights and remedies, and the provisions contained in this Limited Warranty are not intended to limit, modify, take away from, disclaim or exclude any mandatory Warranty requirements provided by these jurisdictions, including certain implied Warranties. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary based upon location.

Your acceptance and use of the Fortress Power Product constitutes acceptance of the terms, conditions, and limitations of this Limited Warranty. The terms, conditions and limitations of this Limited Warranty will supersede any other agreement or document relating to the subject matter hereof, including, but not limited to, the terms and conditions that are part of a purchase order covering the Fortress Power Product or other document sent to Fortress Power by you relating to the Fortress Power Product.

7. CONTACTING FORTRESS POWER

Fortress Power, LLC 2010 Cabot Blvd W, #LLanghorne, PA 19047 warranty@Fortresspower.com www.FortressPower.com **Instructions for Warranty registration:**

You must register your product to validate your Limited Warranty. Please fill out the attached form and send to warranty@fortresspower.com within 30 days of your purchase. Please include a copy of your purchase invoice with registration form. The Limited Warranty Registration form can also be filled out on our website at the following link: https://www.fortresspower.com/product-warranty/page.

8. DISPUTE RESOLUTION

If a dispute arises between the original end-use purchaser and Fortress Power with respect to the terms of the Limited Warranty or any other aspect of the relationship between the original end-use purchaser and Fortress Power, the dispute will be decided by single arbitrator in an arbitration administered by the American Arbitration Association (AAA). All AAA fees will be paid by party asserting the claim. The arbitration proceeding will be conducted in the city or county in which the original end-user resides or maintains their primary place of business (as applicable).

9. Important Notices

Important notices: Circuit Breakers, Disconnects and Fuses should be employed throughout several points of a Power storage and generation installation to effectively isolate and protect all components of the system to safeguard against faults, short circuits, polarity reversals or a failure of any component in the overall system. Fuses, breakers, wire ratings and values should be determined by established standards and evaluated by certified electricians, licensed installers, and regional code authorities. Although each Fortress Power Lithium Battery contains an internal BMS with circuitry that protects the Lithium Ferrite Phosphate cells from overcharge, over-discharge and excessive load amperage, the Fortress Power Lithium Batteries must always be installed with a charge controller and the appropriate settings to protect the Fortress Power from open PV voltage and other high voltage charging sources. The Fortress Power Lithium Battery Management System (BMS) alone will not protect the Fortress Power Lithium batteries from these extreme electrical phenomena. Failure to adhere to installation protocol will void the Warranty.

CAUTION: All Fortress batteries can only be commissioned when the batteries are fully charged. Failure to do so will void the warranty.

CAUTION: Only use a Fortress Power approved LFP charger if ancillary charging is required before installation, testing, or troubleshooting. Failure to use a Fortress Power approved LFP charger will damage the battery and void the warranty.

CAUTION: Charging LFP batteries at temperatures below freezing. Do not attempt to charge the battery below 32 F (0 degrees C). Attempts to charge at subfreezing temperatures can adversely affect SOH and cycle life and will void the Warranty. If the battery must be charged below 32 F (0 degrees C), the rate of charge must be at no more than 5% of the battery's rated capacity (C/20).

CAUTION: Improper sizing and/or charge parameters can cause the battery to malfunction. It is necessary to both correctly size a system and enter the correct charge parameters into your charge controller and/or inverter. Please see sections 2.1 and 2.2 for these topics. Failure to check these may result in a dysfunctional system.

<u>Minimum Recommended Battery Sizing Standard</u>- Please visit this <u>LINK</u> on our website for the Minimum Recommended Sizing Standard: <u>Fortress Lithium Iron Phosphate batteries - Inverter compatibility (fortresspower.com)</u>



APPENDIX C - Limited Warranty Registration Form

Customer									
Name:			,						
Address of Installation (one									
form per location):									
Phone:									
Email:									
To be complete	d by certified	installe	r or licens	sed e	lectrician:				
Contact Name:									
Company Name:									
Address:									
Phone:									
Email:									
Product Installa	tion Informati	ion:							
Product Name/Model:									
Product Quantity:									
Serial Numbers:	;								
1		6					11		
2 3 4		7					12		
3		8					13		
4		9					14		
5	1/45)	1-	0				15		
For orders that exc	eed (15) batterië	es piease	provide Sei	riai iNi	umbers on a	a separate pag	ie.		
Date of Product P	urchase:								
Where was the pr	oduct purchase	ed?							
Date of Installatio									
Date of Commissi	oning:								
Are the batteries No	used for Mobil	Applica	tion? Yes o	r					
Marine Vessel Ap	plication? Yes	or No							
***Fortress Produ	ct Installation L	ocation	(i.e. garage	e, bas	sement, RV	, Marine etc.)	:		
	***Please	refer to	Section 5 f	or Ex	clusions an	nd Limitations	of th	e Warranty	
System Type:	DC Coupled	AC	Coupled		AC Chargi PV)	ng (no solar			
Charging Sources	(check all that	apply ar	nd specify):	:			_		
		Solai	r PV Array			Solar PV Arra	ıy Size	e (Watts):	
			Wind			Wind Turbin	e Size	e (Watts):	
		Gene	erator			Generator Si	ze (W	atts):	
			Utility			*AGS Include	ed (Y/	N):	
			For	DC Co	oupled Sys	tems:			
Inverter Make & N	Model:								
Inverter Quantity	:								
Charge Controlle	r Make & Mode	el:							
Charge Controlle	r Quantity:								

	For AC Co	oupled Systems:	
Grid-Tie Inverter (GTI) Make	& Model:		
Grid-Tie Inverter Quantity:			
	•		
System Monitoring Login & (if applicable):	Password		
	Installation Qua	lity Control Checklist:	:
Please check all	boxes below when completed	. All boxes must be che	cked to process the Warranty.
E E	Warranty Letter Charging rate is configured in a Battery bank is wired in parallel,	ccordance with section , using appropriate gau erter & Charge Controll	lge cables and bussing
Registration Form			
Completed By:			
Date:			

Print the Fortress Power Warranty Registration, fill out the form, scan and email to warranty@fortresspower.com. You may also fill this Warranty Registration out on our website at https://www.fortresspower.com/product-warranty/. Including a complete single line electrical drawing of the system and/or installation photos as email attachments is appreciated.