

Limited Warranty

This is the Limited Warranty for the following Battle Born Batteries Products:

- BB10012
- BB10012H
- BB10012i
- BB10012iH
- BBGC2
- BBGC2H
- BBGC2i
- BBGC2iH
- BBGC3
- BBGC3H
- BBGC3i
- BBGC3iH
- BB1250
- BB1250H
- BB1275
- BB1275H
- BB5024
- BB5024H
- BB8D
- BB8DH

Our Limited Warranty applies only to products sold and shipped within the US and Canada. In the unlikely event you are having an issue with one of our batteries, your product has a 10-year manufacturer's defect warranty from the date of purchase. This warranty does not cover negligence or misuse of the battery. If it is deemed that the battery was used improperly, you will be subject to a \$150 an hour repair charge plus parts and shipping.

LIMITED WARRANTY

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. A LINK TO THE LIMITED WARRANTY CAN ALSO BE FOUND IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCT. WE WARRANT THAT DURING THE WARRANTY PERIOD, THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

WHO MAY USE THIS WARRANTY?

Dragonfly Energy Corp., dba Battle Born Batteries located at address 12915 Old Virginia Street, Reno, Nevada 89521 (“we”) extend this limited warranty only to the consumer who originally purchased the product (“you”), and only to products sold in the U.S. and Canada. It does not extend to any subsequent owner or other transferee of the product, nor does it extend to batteries outside of the U.S. and Canada.

WHAT DOES THIS WARRANTY COVER?

This limited warranty covers defects in materials and workmanship of LiFePO₄ deep cycle batteries (the “product”) for the Warranty Period as defined below.

WHAT DOES THIS WARRANTY NOT COVER?

This limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; or (h) external causes such as accidents, abuse, or other actions or events beyond our reasonable control. We will not pay for shipping and handling fees to return the repaired or replacement product to you whether we elect to repair or replace the defective product; you are responsible for shipping and handling.

WHAT IS THE PERIOD OF COVERAGE?

This limited warranty starts on the date your purchase is shipped to you, and lasts for ten (10) years (the “Warranty Period”). The Warranty Period is not extended if we repair or replace the product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

With respect to any defective product during the first eight years of the Warranty Period, we will, in our sole discretion, either: (a) repair or replace such product (or the defective part) free of charge.

With respect to any defective product during the last two years of the Warranty Period, we will, in our sole discretion, either: (a) repair or replace such product (or the defective part) free of charge or (b) provide a new product discount of thirty percent (30%) of the price listed at the time your RMA is issued should you choose to replace the irreparable product. You will have thirty (30) days from the date we notify you that the product is irreparable to use your discount to purchase a replacement product. We will pay for shipping and handling fees to return the repaired product to you; you will pay customary shipping charges if the product is irreparable and replaced at a discount.

HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service, you must call (855) 292-2831, or email our Customer Service Department at info@battlebornbatteries.com, or submit your request at <https://battlebornbatteries.com/returns/> during the Warranty Period to obtain a Return Merchandise Authorization ("RMA") number. No warranty service will be provided without an RMA number.

Due to the hazardous nature of the products, you must make any return shipment in the original packaging. If you do not have the original packaging, you may purchase the required packaging from us. We strongly recommend you fully insure your return shipment and request proof of delivery in case it is lost during transit. If you are returning six (6) batteries or more at one time, or if you are returning models BB8D or BBGC3, you must obtain and return the batteries in their original packaging on a pallet.

All returns must include (1) a copy of your original receipt for the purchase, (2) a letter from you referencing the RMA number with a description of the problem, (3) your contact information including phone number and shipping

address. Send your returned product to: Dragonfly Energy Corp., ATTN: Returns Department, 12915 Old Virginia Street Reno, Nevada 89521.

You are responsible for all the cost of return shipping and handling, and any related claims that may arise.

WHEN SHIPPING BACK YOUR WARRANTY ITEM IF **ALL** INFORMATION IS NOT INCLUDED OR IF **ANY** STEPS ARE MISSED, YOU WILL BE RESPONSIBLE FOR SHIPPING COSTS.

LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.