

## **Warranty**

Dragonfly Energy Corp. (“the Manufacturer”) warrants each Dragonfly Energy and Battle Born Batteries branded Li-ion battery (“the Product”) sold by Dragonfly Energy, Battle Born Batteries, or any of its authorized distributors or dealers, to be free of defects for a period of 10 years (“the Warranty Period”) from the date of sale as determined by either the customer’s sale receipt, the shipping invoice and/or the battery serial number, with proof of purchase. Within the first 8 years of the Warranty Period, subject to the exclusions listed below, the Manufacturer will credit, replace or repair, if serviceable, the Product and/or parts of the Product, if the components in question are determined to be defective in material or workmanship. After 8 years and up to 10 years, if the components in question are determined to be defective in material or workmanship, and the Manufacturer deems the components to be repairable, the Product will be repaired and returned. If the Manufacturer deems the components to be not repairable, a new, similar Product will be offered at a discount of 30% off of the price listed at the time of the offer. The offer will be valid for a period of 30 days after the date of notification.

### **NON-TRANSFERABLE**

This Limited Warranty is to the original purchaser of the Product and is not transferable to any other person or entity. Please contact the place of purchase regarding any warranty claim.

### **WARRANTY EXCLUSIONS**

The Manufacturer has no obligation under this Limited Warranty for Product subjected to the following conditions (including but not limited to):

- Damage due to improper installation; loose terminal connections, under-sized cabling, incorrect connections (series and parallel) for desired voltage and AH requirements, or reverse polarity connections
- Environmental damage; inappropriate storage conditions as defined by the Manufacturer; exposure to extreme hot or cold temperatures, fire or freezing, or water damage
- Damage caused by collision
- Damage due to improper maintenance; under- or over-charging the Product, dirty terminal connections
- Product that has been opened, modified or tampered with
- Product that was used for applications other than which it was designed and intended for, including repeated engine starting
- Product that was used on an over-sized inverter/charger (any inverter/charger that is rated to 3500 Watts or greater) without the use of a Manufacturer-approved current surge limiting device

- Product that was under-sized for the application, including an Air Conditioner or similar device having a locked rotor startup current that is not used in conjunction with a Manufacturer-approved surge-limiting device
- Product not stored in adherence to the Manufacturer's storage guidelines, including storage of the Product at low state-of-charge

This Limited Warranty does not cover a Product that has reached its normal end of life due to usage which may occur prior to the Warranty Period. A battery can deliver only a fixed amount of Energy over its life which will occur over different periods of time depending on the application. For example, cycling the battery more than 1 time daily, will cause the normal end of life to occur before the end of the Warranty Period. The Manufacturer reserves the right to deny a warranty claim if the Product is determined, upon inspection, to be at its normal end of life even if within the Warranty Period.

## **WARRANTY DISCLAIMER**

This limited warranty is in lieu of, and manufacturer disclaims and excludes, all other express warranties. Manufacturer further limits the duration of all, whether statutory, express or implied warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose, to the warranty period. Manufacturer's exclusive liability for breach of any warranty on the Battery shall be to replace the Battery within the warranty period in accordance with the terms of this limited warranty. In no event shall Manufacturer be liable for any loss or damages of any other kind, whether direct, incidental, consequential including lost profits, exemplary, special or otherwise, including any lost profits or removal, shipping, or installation expenses.

**EXCEPT FOR THE WARRANTY SET FORTH ABOVE, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

## **LEGAL RIGHTS**

Some countries and/or states do not allow limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights, which may vary from country to country and/or state to state. This warranty shall be governed by and interpreted in accordance with the laws of Nevada. This warranty is understood to be the exclusive agreement between the parties relating to the subject matter hereof. No employee or representative of Manufacturer is authorized to make any warranty in addition to those made in this agreement.

### **NON-DRAGONFLY ENERGY WARRANTIES**

This Limited Warranty does not cover Product sold by the Manufacturer or any authorized distributor or dealer to an Original Equipment Manufacturer (“OEM”). Please contact the OEM directly for warranty claims regarding such Product.

### **NON-WARRANTY REPAIRS**

If outside of the Warranty period or for damage not covered under the Warranty, customers may still contact the Manufacturer for battery repairs. Costs will include, shipping, parts, and \$50 per hour for labor.

### **SUBMITTING A WARRANTY CLAIM**

To submit a warranty claim, please contact the original place of purchase. The Product may be required to be shipped back to the Manufacturer for further inspection.