

BATTLE BORN BATTERIES POWERED BY STRYTEN ENERGY LIMITED WARRANTY

This Limited Warranty is for the Battle Born Batteries Powered By Stryten Energy and manufactured by Dragonfly Energy (“**Product(s)**”) set forth below:

Marine/RV batteries: **ST12-100, ST12-100H, ST24-50, ST24-50H**

Golf Car batteries: **ST-GC12-100, ST-GC12-100H**

Large Energy Storage batteries: **ST12-270, ST12-270H**

10-YEAR LIMITED WARRANTY (8-year full manufacturer repair or replace with 2-year prorated)

Our Limited Warranty applies only to Products sold and shipped within the U.S. and Canada. In the unlikely event you are having an issue with one of our Products, 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 Product. If it is deemed that the Product was used improperly, you will be subject to a \$150/hour repair charge plus parts and shipping. Dragonfly Energy Corp. will not cover shipping costs for warranty service on batteries shipped from outside of the continental United States (48 contiguous States and the District of Columbia).

QUICK GUIDE TO OBTAINING WARRANTY SERVICE

1. Keep a copy of your original receipt.
2. Call 775.221.889 for warranty service during the Warranty Period.
3. If the Product is deemed eligible for warranty following troubleshooting, obtain a Return Merchandise Authorization (“RMA”) number and receive prepaid packaging materials.
4. Pack the defective Product in the provided packaging materials.
5. With your return, include (1) a copy of your original receipt, (2) a letter from you referencing the RMA number with a description of the problem, and (3) your contact information.
6. Strongly recommended: Fully insure your return shipment at your cost and request proof of delivery.

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. 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., manufacturer of Battle Born Batteries located at address 12915 Old Virginia Street, Reno, Nevada 89521 (“we”) extends 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 Products outside of the U.S. and Canada.

WHAT DOES THIS WARRANTY COVER?

This limited warranty covers defects in materials and workmanship of the Products set forth above for the Warranty Period as defined herein.

WHAT DOES THIS WARRANTY NOT COVER?

This limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use, such as using a deep-cycle battery in a starting application; (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. It also does not cover shipping costs to return the battery to Dragonfly Energy if (a) any requested materials are not included or (b) any required shipping steps are missed (see How Do You Obtain Warranty Service herein).

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 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 (other 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 for you to return the defective Product to us and to return the repaired or replaced Product to you as long as (a) all requested materials are included with the defective battery and (b) no required shipping steps are missed.

HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service, you must call 775.221.889 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 ST-GC12-100 or ST-GC12-100H, you must obtain and return the Products 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.

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.