

Dakota Lithium Limited Warranty

Effective September 15, 2026

This Limited Warranty applies only to Dakota Lithium-branded SKUs specifically listed in this document and sold by Dragonfly Energy, DakotaLithium.com, or an authorized Dakota Lithium dealer or distributor on or after September 15, 2026. It applies only to products sold and shipped within the United States and Canada.

1. Warranty Coverage

Dragonfly Energy warrants that covered Dakota Lithium products will be free from defects in materials and workmanship during the applicable Warranty Period, subject to the terms and exclusions below.

If Dragonfly Energy confirms a covered defect, Dragonfly Energy may, at its discretion:

- repair the product;
- replace it with a new, refurbished, or functionally equivalent product; or
- provide store credit toward a replacement product.

Any refurbished or functionally equivalent replacement will meet Dragonfly Energy's applicable quality standards and will not result in a material downgrade of the applicable warranted functionality.

The Warranty Period begins on the original retail purchase date. Proof of purchase or other reasonable evidence of the original purchase date, including a receipt, credit card statement, or order confirmation, may be required. Product registration is not required.

2. Warranty Periods

11-Year Limited Warranty

The SKUs listed below are covered against defects in materials and workmanship affecting core battery function for 11 years.

SKU	Product
DL01-12v007ah	12V 7Ah LiFePO ₄ Deep Cycle Battery
DL01-12v010ah	12V 10Ah LiFePO ₄ Deep Cycle Battery
DL01-12v010ah-cube	12V 10Ah Mini LiFePO ₄ Deep Cycle Battery
DL02-12v015ah	12V 15Ah DL+ LiFePO ₄ Dual Purpose Battery
DL01-12v020ah-USB	12V 20Ah LiFePO ₄ Deep Cycle Battery with USB
DL02-12v025ah	12V 25Ah DL+ LiFePO ₄ Dual Purpose Battery
DL01-12v054ah-U1	12V 54Ah LiFePO ₄ Deep Cycle Battery (U1)
DL01-12v100ah-G24	12V 100Ah LiFePO ₄ Deep Cycle Battery (Group 24)

DL02-12v060ah	12V 60Ah DL+ LiFePO ₄ Dual Purpose Battery
DL02-12v135ah	12V 135Ah DL+ LiFePO ₄ Dual Purpose Battery
DL01-12v210ah	12V 210Ah LiFePO ₄ Deep Cycle Battery (Group 31)
DL02-12v320ah	12V 320Ah DL+ LiFePO ₄ Dual Purpose Battery
DL02-12v640ah	12V 640Ah DL+ LiFePO ₄ Dual Purpose Battery
DL01-24v060ah	24V 60Ah LiFePO ₄ Deep Cycle Battery
DL01-24v110ah	24V 110Ah LiFePO ₄ Deep Cycle Battery (Group 31)
DL01-36v060ah	36V 60Ah LiFePO ₄ Deep Cycle Battery
DL01-36v110ah	36V 110Ah LiFePO ₄ Deep Cycle Battery
DL01-48v105ah	48V 105Ah LiFePO ₄ Deep Cycle Battery (8D)

Core battery function means the battery pack's fundamental ability to accept a charge, store energy, deliver power, and perform its standard battery management and protection functions when operated within the product's published specifications. Core battery function does not include any guarantee of a particular remaining capacity, runtime, cycle count, or rate of capacity retention, and remains subject to normal aging and the other terms and exclusions of this Limited Warranty.

3-Year Limited Warranty

The SKUs listed below are covered against defects in materials and workmanship for 3 years. This category includes powersports and starting batteries, portable power stations, and certain integrated electronic, monitoring, communication, heating, and accessory features in batteries that otherwise carry an 11-year core battery warranty.

SKU	Product
DL02-12v004ah	12V 4.5Ah DL+ LiFePO ₄ Powersports Battery
DL02-12v020ah-LTO	12V 20Ah LTO Starting Battery
DL03-ps2400	Power Station PS2400

For batteries that carry an 11-Year Limited Warranty on core battery function, certain integrated electronic, monitoring, communication, heating, and accessory features are covered against defects in materials and workmanship for 3 years from the original retail purchase date. These features may include, where equipped, internal heating systems, Bluetooth or app connectivity, CAN/NMEA or similar communications, displays, smart monitoring, USB/accessory ports, and similar supplemental features. Expiration or failure of one of these features after the applicable 3-year warranty period does not, by itself, constitute a failure of core battery function or reduce the remaining 11-year coverage applicable to core battery function.

1-Year Limited Warranty

The SKUs listed below are covered against defects in materials and workmanship for 1 year. This category includes portable power banks, standalone battery chargers, power inverters, solar panels, monitors, standalone electronic accessories, and other listed accessories.

SKU	Product
DL03-ps100	Powerbank PS100
DL20-12v03a	12V 3A LiFePO ₄ Battery Charger
DL20-12v10a	12V 10A LiFePO ₄ Battery Charger
DL20-12v10a-4Bank	4-Bank 12V 10A LiFePO ₄ Battery Charger
DL20-12v20a-onboard	12V 20A Onboard LiFePO ₄ Battery Charger
DL20-12v50a-onboard	12V 50A Onboard LiFePO ₄ Battery Charger
DL20-24v10a	24V 10A LiFePO ₄ Battery Charger
DL20-24v20a-onboard	24V 20A Onboard LiFePO ₄ Battery Charger
DL20-36v08a	36V 8A LiFePO ₄ Battery Charger
DL20-36v20a-onboard	36V 20A Onboard LiFePO ₄ Battery Charger
DL20-48v08a	48V 8A LiFePO ₄ Battery Charger
DL20-48v15a	48V 15A LiFePO ₄ Battery Charger
DL20-48v22a-onboard	48V 22A Onboard LiFePO ₄ Battery Charger
DL20-48v25a-onboard	48V 25A Onboard LiFePO ₄ Battery Charger
DL20-48v25a	48V 25A LiFePO ₄ Battery Charger
DL30-0300wInv	300W Power Inverter
DL30-2000wInv	2000W Pure Sine Wave Inverter
DL40-12v020w	20W Solar Panel
DL40-12v050w-folding	50W Folding Solar Panel
DL40-12v100w	100W Flex Solar Panel
DL40-12v180w-folding	180W Folding Solar Panel
DL40-12vBluetoothdashboard	300W Dashboard

Products not specifically listed in this Limited Warranty are not covered unless Dragonfly Energy expressly provides separate written warranty terms for that product.

3. What the 11-Year Limited Warranty Means

The 11-Year Limited Warranty covers defects in materials and workmanship. It does not guarantee like-new capacity, runtime, performance, appearance, cycle life, or an 11-year useful life.

Lithium batteries naturally experience capacity loss and other performance changes based on age, cycle count, depth of discharge, charging practices, storage, temperature, application, and use. Normal aging, expected capacity fade, ordinary wear, and normal end of useful life are not manufacturing defects.

Published cycle-life, runtime, range, lifespan, or other performance estimates do not expand this Limited Warranty unless expressly incorporated into a written warranty issued by Dragonfly Energy.

4. What Is Not Covered

This Limited Warranty does not cover damage, failure, or performance loss substantially caused by:

Normal aging and wear: Normal capacity loss, runtime reduction, cosmetic aging, ordinary wear, or normal end of useful life.

Improper installation or system design: Installation or system design that does not comply with the product's published installation instructions or specifications, including improper wiring, connections, cable sizing, fusing, charging-system configuration, series/parallel configuration, mismatched batteries, undersized batteries, or other improper installation or system design.

Operation outside published specifications: Use outside published voltage, current, charging, discharge, temperature, storage, series, parallel, or application limits, including engine starting unless the product is specifically approved for starting use.

Improper charging, storage, or maintenance: Incompatible charging equipment or profiles, overcharging, undercharging, improper storage, failure to maintain appropriate state of charge, or failure to follow published instructions.

Physical or environmental damage: Accident, impact, dropping, puncture, crushing, fire, flooding, water intrusion, submersion, corrosion, saltwater damage, contamination, or exposure beyond the product's published environmental rating.

Misuse, modification, or unauthorized repair: Abuse, neglect, unintended use, unauthorized modification, opening or repair, tampering, or removal/alteration of product identification or serial numbers.

An IP or environmental rating describes the conditions for which a product was designed and does not create separate coverage for damage outside those stated conditions.

5. Warranty Remedies and Replacement Products

Dragonfly Energy will determine whether a claimed failure is covered and will select the appropriate warranty remedy. Nothing in this Section limits any rights or remedies available to the customer that cannot be waived under applicable law.

For a covered repair performed by Dragonfly Energy or an authorized service provider, applicable repair labor and replacement parts will be provided at no charge. This Limited Warranty does not cover third-party diagnostic labor, removal, installation, reinstallation, system troubleshooting, or other labor performed by dealers, installers, service centers, or customers.

If a product or failure is not covered, Dragonfly Energy may, at its discretion, offer diagnostic, repair, refurbishment, replacement, or other service at then-current rates plus applicable parts, shipping, and other costs. Dragonfly Energy is not obligated to provide non-warranty service.

A replacement product may be new, refurbished, or a current product offering substantially equivalent or greater applicable warranted functionality. Dragonfly Energy does not guarantee an identical model, enclosure, appearance, communications protocol, app compatibility, display, accessory configuration, or other non-core characteristic, provided that the replacement does not result in a material downgrade of the applicable warranted functionality.

Repair, replacement, or other warranty fulfillment does not restart the original Warranty Period. A repaired or replacement product remains covered for the longer of the remainder of the original Warranty Period or 90 days from shipment.

6. Warranty Claims and Shipping

Contact Dakota Lithium Customer Support before returning or shipping any product. Dragonfly Energy may request proof of purchase, product/model information, photographs or video, installation and charging information, or reasonable diagnostic/test information, and may require troubleshooting, remote diagnostics, testing, or physical inspection before approving a claim.

Do not ship or deliver a product to Dakota Lithium without prior return authorization and shipping instructions. Lithium batteries may be subject to special transportation, packaging, labeling, and carrier requirements. If Dragonfly Energy determines that a physical return is required, the customer is responsible for applicable inbound shipping costs unless Dragonfly Energy expressly agrees otherwise. Dragonfly Energy may, at its discretion, reimburse approved inbound shipping costs for a covered warranty claim. For approved warranty fulfillment within the contiguous United States, Dakota Lithium will cover standard outbound ground shipping for an approved repaired or replacement product. Different shipping procedures, charges, or customer responsibilities may apply to Alaska, Hawaii, and Canada.

7. Who Is Covered

Unless otherwise required by applicable law or expressly approved by Dragonfly Energy in writing, this Limited Warranty applies only to the original retail purchaser and is not transferable unless otherwise required by applicable law.

8. Legacy Dakota Lithium Products

This Limited Warranty applies only to the SKUs specifically listed in this document and sold on or after September 15, 2026. Products sold by the prior owner of the Dakota Lithium brand before September 15, 2026 are not covered by this Limited Warranty, and Dragonfly Energy did not assume the prior owner's warranty obligations or liabilities.

Dragonfly Energy maintains a separate Dakota Lithium Legacy Customer Support Program for certain eligible products purchased before September 15, 2026. Any assistance provided through that program is subject to the eligibility requirements, benefits, limitations, and other terms of the Legacy Customer Support Program. The Legacy Customer Support Program is a customer-service accommodation and is separate from this Limited Warranty. Participation in or assistance provided through the program does not constitute an assumption, continuation, reinstatement, or extension of any warranty or other obligation of the prior owner.

9. Third-Party Products

Products sold or distributed by Dakota Lithium that are branded as products of another company are not covered by this Limited Warranty unless Dragonfly Energy expressly provides otherwise in writing. Such products are subject to the original manufacturer's warranty, if any.

This Limited Warranty does not cover damage to or failure of vehicles, vessels, equipment, systems, or other third-party components connected to a Dakota Lithium product.

10. Limitation of Liability

To the fullest extent permitted by applicable law, Dragonfly Energy's obligations under this Limited Warranty are limited to the remedies expressly described in this document.

Dragonfly Energy will not be liable for indirect, incidental, consequential, special, exemplary, or punitive damages, including loss of use, lost profits, downtime, towing, lodging, removal or installation costs, loss of data, freight expenses, or damage to connected equipment.

To the fullest extent permitted by applicable law, Dragonfly Energy's total liability relating to a covered product will not exceed the original purchase price paid for that product. Any implied warranties, including merchantability or fitness for a particular purpose, are limited to the duration of the applicable express Warranty Period to the fullest extent permitted by law.

Some states, provinces, or jurisdictions do not allow certain exclusions or limitations, so some provisions may not apply. This Limited Warranty gives customers specific legal rights, and customers may have additional rights under applicable law.

11. Governing Law

All matters arising out of or relating to this Limited Warranty are governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Nevada.

12. Informal Dispute Resolution

Before initiating any arbitration or court proceeding, you agree to first contact Dragonfly Energy Customer Support and attempt to resolve the dispute informally for at least thirty (30) days. To begin the informal dispute resolution process, you must send a written notice describing the nature of the claim and the specific relief sought to Dragonfly Energy Corp., Attn: Legal Department, 1190 Scheels Drive, Reno, Nevada 89502 (the "Notice of Dispute"). If Dragonfly Energy and you are unable to resolve the dispute within thirty (30) days after the Notice of Dispute is received, either party may then proceed to arbitration or, if otherwise permitted under

this Limited Warranty, to court. Completion of this informal dispute resolution process is a condition precedent to filing any demand for arbitration or any court action.

13. Binding Arbitration

YOU AND DRAGONFLY ENERGY ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

Subject to the informal dispute resolution process described in Section 12, any claim, dispute, or controversy (whether in contract, tort, or otherwise, whether pre-existing, present, or future, and including statutory, consumer protection, common law, intentional tort, injunctive, and equitable claims) between you and Dragonfly Energy arising from or relating in any way to this Limited Warranty or to any product covered by it will be resolved exclusively and finally by binding arbitration.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section 13. The Federal Arbitration Act will govern the interpretation and enforcement of this Section 13. The arbitrator will have exclusive authority to resolve any dispute relating to the arbitrability or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Limited Warranty is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

You may elect to pursue your claim in small-claims court rather than arbitration if you provide Dragonfly Energy with written notice of your intention to do so within sixty (60) days of your purchase. The small-claims court proceeding will be limited solely to your individual dispute or controversy.

To the extent a court of competent jurisdiction or applicable law deems this arbitration provision unenforceable with respect to a particular claim or request for a remedy (such as injunctive relief), then that claim or remedy, and only that claim or remedy, may be severed and pursued in court, and the remaining claims and remedies will continue in arbitration. If any other provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

14. Class Action Waiver

YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, COLLECTIVE, OR REPRESENTATIVE ACTION. NEITHER YOU NOR DRAGONFLY ENERGY WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. YOU

ACKNOWLEDGE AND AGREE THAT YOU AND DRAGONFLY ENERGY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION. THIS WAIVER APPLIES TO ALL CLAIMS ARISING UNDER OR RELATING TO THIS LIMITED WARRANTY, WHETHER IN CONTRACT, TORT, STATUTE, CONSUMER PROTECTION, COMMON LAW, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

The arbitral tribunal may not consolidate more than one person's claims, may not join any other party to an arbitration between you and Dragonfly Energy, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding the general grant of authority to the arbitrator in Section 13 to determine issues of arbitrability, the arbitral tribunal has no jurisdiction or authority to compel any class or collective claim or to determine the enforceability or scope of this class action waiver. Any challenge to the enforceability or scope of this class action waiver may only be raised in a court of competent jurisdiction.

If a court of competent jurisdiction determines that the class action waiver in this Section 14 is unenforceable as to any particular claim or request for relief, and either party has asserted a class or collective action claim, then the entirety of the arbitration provision in Section 13 will be deemed null and void with respect to those claims, and those claims will proceed in court. This class action waiver may not be severed from the arbitration provision in Section 13. You acknowledge that this class action waiver is a material and essential term of this Limited Warranty and that, absent this waiver, Dragonfly Energy would not have provided this Limited Warranty on these terms. Some states do not permit class action waivers in consumer contracts; this Section 14 applies only to the fullest extent permitted by applicable law, including the Federal Arbitration Act.

15. Entire Limited Warranty

This document constitutes the applicable written limited warranty for the SKUs listed in it unless Dragonfly Energy expressly provides different written warranty terms for a specific product.

Marketing statements, estimated battery life, cycle-life estimates, runtime estimates, range estimates, promotional materials, or other statements do not modify or expand this Limited Warranty unless expressly incorporated into a written warranty issued by Dragonfly Energy.

No employee, dealer, distributor, installer, representative, or other person is authorized to modify this Limited Warranty except through an express written agreement authorized by Dragonfly Energy.