

Terms & Conditions - Battle Born Batteries

Curious about freight charges? Interested in learning more about your order status? Below, you will find our terms and conditions, freight policies and accepted methods of payment that have all been designed with our customers in mind. Should you still have questions, please contact us today.

PAYMENT METHODS ACCEPTED

Battleborn Batteries accepts Visa, MasterCard, American Express and Discover credit cards. Additionally, we can process orders with a pre-paid check or wire transfer.

FREIGHT SHIPMENT TERMS

Freight orders may take an additional 1-2 business days to process and schedule a pickup from the warehouse. Please be patient when ordering items or several items over 150lbs as the processing time will be extended.

Freight transit times will vary depending on location, availability of logistics warehouses and drivers and environmental factors. Rural, residential or isolated locations may take an extra 2 business days for delivery due to no usual daily route.

Freight deliveries must have a valid phone number. Customer must specify if they need liftgate delivery in order to remove product from truck. Additional rates apply for extra services beyond general freight delivery. This is including but is not limited to Residential Delivery, Fragile Handling (glass items or solar panels), Bulk or Whole Truck Delivery, Inside Delivery (or beyond initial drop point for residences) or any other additional methods that may change or alter the Bill of Lading beyond usual delivery method. Customer is responsible for additional charges at published rates.

RETURN SHIPPING METHOD:

Battleborn Batteries recommends you keep your original packaging to ensure safe return our facility. We strongly recommend you fully insure your return shipment in case it is lost or damaged in transit. We also recommend you use a carrier that can provide you with proof of delivery for your protection. Remember to keep your Tracking Number.

Any shipment arrived damaged will be immediately refused, or will be held at the warehouse until customer pays for return shipping or files an insurance claim. **If you do not have the original packaging, you can purchase the packaging from us and we will ship it to you.** This will help to ensure your package arrives safely. The customer will be responsible for return shipping and handling any claim of an item returned with shipping damage. No exceptions.

Send return product to: (please write your RMA on the outside of the box)

Dragonfly Energy

ATTN: Returns Department

1355 Greg Street Suite 101, Sparks, Nevada 89431

Reno, NV 89502

SECURITY

Battleborn Batteries values your privacy and will keep all information confidential and will never sell or use your information for any other purpose than to deliver your order.

DISCLAIMER

Our products comply with most regulations and codes, to ensure that your equipment complies with your state or local laws, check with them ahead of time, before purchasing. Battleborn Batteries is not responsible for return shipping or any costs incurred due to any local regulations.

Battleborn Batteries is protected under the Washoe County Nevada Long Arm Statute as outlined below:

Nevada Long-Arm Statute Nev. Rev. Stat. 14.065

14.065. Exercise of jurisdiction on any basis consistent with state and federal constitutions; service of summons to confer jurisdiction

1. A court of this state may exercise jurisdiction over a party to a civil action on any basis not inconsistent with the constitution of this state or the Constitution of the United States.
2. Personal service of summons upon a party outside this state is sufficient to confer upon a court of this state jurisdiction over the party so served if the service is made by delivering a copy of the summons, together with a copy of the complaint, to the party served in the manner provided by statute or rule of court for service upon a person of like kind within this state.
3. The method of service provided in this section is cumulative, and may be utilized with, after or independently of other methods of service.

Any suits, claims, complaints, inquiries or otherwise, must be handled through the Washoe County and Nevada Court Systems to be considered valid and legal. Battleborn Batteries does business regularly only in the State of Nevada within Washoe County and no

other municipality, city, county, state or territory thereof. See the Dispute Resolution Section below

6.10. Dispute Resolution. All disputes arising under or in connection with the Agreement will initially be referred to the senior executives of each party. The senior executives will use their best efforts to resolve the dispute informally and amicably. If, after negotiating for thirty (30) days (or for some longer period if the parties agree), no resolution of the dispute is reached by the senior executives, the parties will submit the dispute to binding arbitration in Reno, Nevada pursuant to the Commercial Arbitration Rules of the American Arbitration Association (AAA) and the procedures set forth in paragraph 6.11.

6.11. Arbitration; Injunction. All disputes that cannot be resolved pursuant to the internal issue resolution process identified above will be submitted to and settled by final and binding arbitration. The arbitration will take place in Reno, Nevada, and will apply the governing law of this Agreement. The final and binding arbitration will be performed by a panel of three arbitrators in accordance with and subject to the Commercial Arbitration Rules of the AAA then in effect. Following notice of a party's election to require arbitration, each party will, within thirty (30) days, select one arbitrator; and those two arbitrators will, within thirty (30) days thereafter, select a third arbitrator. If the two arbitrators are unable to agree on a third arbitrator within thirty (30) days, the AAA will, within thirty (30) days thereafter, select the third arbitrator. The decision of the arbitrators will be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. The arbitrators will be bound by the warranties, limitations of liability, and other provisions of this Agreement. Notwithstanding the foregoing, each party may seek injunctive relief in a court of competent jurisdiction, where appropriate, to protect its rights pending the outcome of the arbitration.

6.12. Jurisdiction; Venue; Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada (irrespective of its choice of law principles). The parties hereby agree that any suit to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between the parties hereto shall be brought in federal or state court in Reno, Nevada. Each party hereby agrees that such courts shall have co-exclusive personal jurisdiction and venue with respect to such party, and each party hereby submits to the co-exclusive personal jurisdiction and venue of such courts.