



Dakota Lithium Limited Warranty

Effective Date: 5/4/26

This Limited Warranty applies to new Dakota Lithium branded products purchased from DakotaLithium.com or from an authorized Dakota Lithium dealer or distributor, unless Dakota Lithium provides a separate written warranty for a specific product, OEM installation, refurbished product, closeout product, or third-party branded product.

This Limited Warranty is the sole and exclusive express warranty provided by Dakota Lithium for covered products.

1. What This Limited Warranty Covers

Dakota Lithium warrants that each covered product will be free from defects in materials and workmanship during the applicable Warranty Period listed in the Product Class Schedule below, subject to the terms, exclusions, use limits, and claim procedures in this Limited Warranty.

If Dakota Lithium confirms that a covered product failed due to a defect in materials or workmanship during the applicable Warranty Period, Dakota Lithium may, at their discretion:

- repair the product,
- replace the product with a new or refurbished product of equal or greater functional performance, or
- Dakota Lithium may provide store credit only, to be applied toward the purchase of a replacement product, only when Dakota Lithium determines that repair or replacement is not commercially reasonable. Store credit is not an independent or elective remedy and will be issued solely at Dakota Lithium's discretion under those circumstances.

Any repaired or replacement product carries the longer of:

- the remainder of the original Warranty Period, or
- 90 days from the date the repaired or replacement product is shipped.

This Limited Warranty covers defects in materials and workmanship only. It does not function as insurance against misuse, accidental damage, improper installation, environmental exposure, ordinary wear, normal capacity loss within published limits, or operation outside the product's specifications.

2. Product Class Schedule

A. Standard Dakota Lithium Batteries

This category includes standard Dakota Lithium LiFePO4 batteries that are not designated as DL+, powersports, LTO, portable power stations, chargers, accessories, or separately scheduled products.

Warranty Period: 11-year limited warranty.

Remedy structure: Repair or replacement, at Dakota Lithium's discretion, for confirmed defects in materials or workmanship during the 11-year Warranty Period.

B. Dakota Lithium Plus (DL+) Batteries

This category includes DL+ batteries, including dual-purpose, heated, and other DL+ products that include advanced electronics, heating, Bluetooth, CAN bus, smart monitoring, or other premium integrated features. This includes both Lithium Iron Phosphate (LiFePO4) and Lithium Titanium Oxide (LTO) Batteries.

Core battery coverage

Core battery coverage applies to the battery's fundamental voltage and capacity performance.

Warranty Period: 11-year limited warranty.

For purposes of this DL+ section, **core battery function** means:

- the battery pack's ability to operate as a battery,
- voltage delivery within Dakota Lithium's applicable specifications, and
- capacity performance, subject to the performance and end-of-life standards in Section 5.

Premium feature coverage

Premium feature coverage applies only to integrated non-core premium functions included in a DL+ product, such as:

- internal heating systems,
- Bluetooth modules or app-enabled monitoring functions,
- CAN bus, NMEA, or other communications functions,
- integrated displays, dashboards, smart electronics, accessory ports, or similar advanced feature sets.

Warranty Period for premium features: 3-year limited warranty.

After year 3, premium features are no longer covered, even if the core battery remains within its 11-year Warranty Period.

DL+ replacement feature disclaimer

If Dakota Lithium replaces a DL+ product under warranty, Dakota Lithium may provide a new or refurbished product of equal or greater core battery performance. Dakota Lithium does not guarantee that all premium features, communications protocols, app integrations, heating systems, display functions, cosmetic elements, enclosure details, or smart feature sets from the original product will be available in a future replacement product.

Any replacement product must provide comparable core battery function, but feature sets, interface design, connectivity, or non-core premium functions may differ from the original product.

C. Powersports Batteries

This category includes Dakota Lithium powersports batteries and related powersports battery products.

Warranty Period: 3-year limited warranty.

Remedy structure: Repair or replacement, at Dakota Lithium's discretion, for confirmed defects in materials or workmanship during the 3-year Warranty Period.

D. Portable Power Stations

This category includes Dakota Lithium branded portable power stations.

Warranty Period: 5-year limited warranty.

Remedy structure: Repair or replacement, at Dakota Lithium's option, for confirmed defects in materials or workmanship during the 5-year Warranty Period.

E. Battery Chargers

This category includes Dakota Lithium branded standalone battery chargers.

Warranty Period: 1-year limited warranty.

Remedy structure: Repair or replacement, at Dakota Lithium's option, for confirmed defects in materials or workmanship during the 1-year Warranty Period.

F. Small Lithium Phone Battery Packs and Portable Charging Packs

This category includes Dakota Lithium branded small lithium charging packs and handheld power banks.

Warranty Period: 1-year limited warranty.

Remedy structure: Repair or replacement, at Dakota Lithium's discretion, for confirmed defects in materials or workmanship affecting the battery, its charging capability, and any included built-in functional features, including integrated USB ports, charging ports, and display functions, during the 1-year Warranty Period.

G. Accessories and Electronic Add-Ons

This category includes Dakota Lithium branded monitors, dashboards, adapters, wiring accessories, and similar accessory products, unless otherwise stated on the product page or packaging.

Warranty Period: 1-year limited warranty.

Remedy structure: Repair or replacement, at Dakota Lithium's option, for confirmed defects in materials or workmanship during the 1-year Warranty Period.

H. Third-Party Branded Products

Products not manufactured by Dakota Lithium, even if sold by Dakota Lithium, are not covered by this Limited Warranty. Those products are covered only by the original manufacturer's warranty, if any.

I. OEM-Installed Products

Any Dakota Lithium product sold to or installed by an OEM remains subject to Dakota Lithium's applicable product warranty terms. If the product was sold as part of an OEM vehicle, vessel, trailer, system, or package, Dakota Lithium may review and administer warranty claims directly for the Dakota Lithium battery or charger. Dakota Lithium may request proof of purchase, product identification, installation details, and reasonable diagnostic support from the customer, OEM, dealer, or installer to confirm warranty eligibility. Warranty coverage for non-Dakota Lithium components, system design, installation workmanship, charging-system configuration, or other OEM-supplied equipment remains the responsibility of the OEM, dealer, or installer.

J. Refurbished, Open-Box, Clearance, and Final-Sale Products

Refurbished, open-box, clearance, OOS (out of spec), and final-sale Dakota Lithium products are sold AS-IS and carry a 2-year limited warranty only for the specific core functions described below, unless Dakota Lithium expressly states a different written warranty period at the time of sale.

This 2-year limited warranty applies only to the following core functions:

- voltage performance within Dakota Lithium's applicable specifications,
- capacity performance, subject to the refurbished-product capacity standard in Section 5.D, and
- standard Battery Management System protection functions required for battery protection and basic operation, including standard over-voltage, under-voltage, over-current, short-circuit, and temperature-protection functions, where applicable.

Refurbished, open-box, clearance, OOS (out of spec), and final-sale batteries may be discounted because they do not meet Dakota Lithium's standard new-product quality requirements and may test at up to 15% below nameplate capacity at the time of sale, as outlined in Section 5.D.

Except for the limited core-function coverage stated above, these products are sold AS-IS. This 2-year limited warranty does not cover premium, convenience, cosmetic, software-dependent, app-dependent, connectivity-based, or smart-feature functions on refurbished, open-box, clearance, OOS, or final-sale products.

Premium and AS-IS features include, without limitation:

- Bluetooth connectivity,
- CAN bus, NMEA, app connectivity, telemetry, smart monitoring, displays, dashboards, firmware-dependent features, or communications features,
- internal heating systems,
- USB ports, accessory ports, integrated meters, digital readouts, or similar convenience electronics,
- cosmetic condition, including scratches, dents, discoloration, packaging condition, missing non-essential accessories, or labeling wear, and
- any other premium or smart feature not required for the product's basic voltage, capacity, or standard protective BMS function.

Refurbished, open-box, clearance, OOS (out of spec), and final-sale products may contain cosmetic blemishes, prior handling marks, replaced components, discontinued electronics, prior-generation BMS or communications hardware, legacy app compatibility issues, packaging variations, or other non-core differences. These conditions are not defects and are not covered unless Dakota Lithium expressly states otherwise in writing at the time of sale.

If Dakota Lithium replaces a refurbished, open-box, clearance, OOS (out of spec), or final-sale product under warranty, the replacement may be a refurbished, open-box, clearance, OOS (out of spec), final-sale, or functionally equivalent product at Dakota Lithium's discretion. Replacement products will be selected to provide comparable core battery performance when available, but may vary in model generation, cosmetic condition, included features, smart electronics, app compatibility, communications protocols, accessories, or software ecosystem. Exact model matches, feature parity, cosmetic condition, and replacement source are not guaranteed for refurbished, open-box, clearance, OOS, or final-sale warranty replacements.

3. Warranty Start Date

The Warranty Period begins on the original retail purchase date shown on the purchaser's proof of purchase. If proof of purchase is not available, Dakota Lithium may use the shipment date, order date, dealer sale record, or product serial number record to determine the start date.

Product registration is not required for base warranty coverage unless a product-specific written schedule clearly states otherwise.

4. Who Is Covered

This Limited Warranty applies only to the original retail purchaser unless one of the transfer exceptions below applies.

Transfer policy

This Limited Warranty is non-transferable by default.

A one-time transfer may be permitted only if:

- the original purchaser purchased a Dakota Lithium Total Coverage+ Program or other approved transferability add-on for that specific battery, and
- the original purchaser and new owner provide the original proof of purchase, serial

number, and transfer details requested by Dakota Lithium.

Dakota Lithium may also approve a one-time transfer in writing for a specific serial-numbered product in limited OEM, integrated-system, marketing, or customer-service situations. Any approved transfer must be documented by Dakota Lithium and kept on file.

If a product is transferred without an approved Dakota Lithium transferability program or written Dakota Lithium approval associated with that serial number, warranty coverage remains limited to the original purchaser and does not transfer to the new owner.

5. Performance Standard and End-of-Life Rule

This Limited Warranty covers defects in materials and workmanship. LiFePO₄ and LTO batteries are designed with an expected service life and cycle life, and normal performance changes are expected over time based on use, age, storage conditions, operating environment, charging history, depth of discharge, firmware compatibility, and normal component aging. This Limited Warranty does not guarantee that a product will maintain like-new runtime, capacity, communication capability, app compatibility, or convenience features for the full Warranty Period under every use case. A product is not considered defective solely because runtime, capacity, communication functions, or convenience features decline over time as part of normal battery use and aging.

A. Deep-cycle and energy-storage battery products

For standard batteries, DL+ batteries, and other deep-cycle Dakota Lithium battery products, normal end of useful life is determined by Dakota Lithium based on proper testing, battery age, use history, storage history, cycle history, and applicable product specifications. A battery may be considered to have reached normal end of useful life when, after testing by Dakota Lithium or an approved service provider, it measures below 80% of its original rated capacity and has reached or exceeded the applicable published cycle life rating, expected service life, or other Dakota Lithium performance standard for that product, provided the battery was used, charged, stored, installed, and maintained within Dakota Lithium's published specifications.

B. Powersports batteries and starting applications

For powersports batteries and starting-focused battery products, this Limited Warranty covers defects in materials and workmanship affecting starting function, voltage delivery, and standard protective BMS operation during the applicable Warranty Period. It does not guarantee that the battery will retain like-new cranking performance indefinitely under high-vibration use, racing, chronic undercharging, repeated deep discharge, parasitic drain, or other non-covered operating conditions.

C. Portable power stations

For portable power stations, this Limited Warranty covers defects in materials and workmanship affecting core energy storage, charging, output, and standard protective functions during the applicable Warranty Period. It does not guarantee that output ports, screens, app connectivity, firmware support, or smart-feature sets will remain unchanged for the full product life, unless a failure of those functions results from a covered defect within the applicable Warranty Period.

D. Refurbished, open-box, clearance, and final-sale battery products

For refurbished, open-box, clearance, and final-sale Dakota Lithium battery products covered under Section 2.J, Dakota Lithium expects these products to test up to their rated nameplate capacity. However, due to the nature of refurbished, open-box, clearance, and final-sale inventory, tested capacity may vary and may be as much as **15% below rated nameplate capacity** and still be considered acceptable and within specification for that product class, unless Dakota Lithium expressly states a different written threshold at the time of sale.

For the avoidance of doubt, refurbished, open-box, clearance, and final-sale battery products that test within this range will not be considered defective solely because they do not test at full new-product nameplate capacity.

6. Owner Responsibilities

The protections in your battery's management system reduce the risk of damage caused by misuse, but they do not eliminate that risk. The owner is responsible for ensuring that installation, charging, storage, transport, and operation remain within the current, voltage, wiring, and temperature limits published for the product at all times.

The owner is also responsible for using the correct battery size for the application, the correct charger profile for the product chemistry and voltage, and cable, fuse, connector, and surge-protection components suitable for the actual current draw of the system.

Failure to follow those requirements may void coverage.

7. What Is Not Covered

Dakota Lithium has no obligation under this Limited Warranty for any failure or damage caused in whole or in part by any of the following:

A. Use outside product specifications

- Operating the product outside the voltage, current, charging, discharge, storage, temperature, series, or parallel limits published in the applicable data sheet or product documentation.
- Using a deep-cycle battery for engine starting where that battery is not specifically designated for starting use.
- Using mismatched batteries in a series or parallel system, including mismatched model, age, capacity, chemistry, firmware, or state-of-health conditions where that mismatch contributes to failure.

B. Improper installation or system design

- Improper installation, including loose terminals, incorrect torque, under-sized cable, incorrect fuse protection, wrong connector size, or poor-quality terminations.
- Reverse polarity connections.
- Installation with an inverter, motor controller, alternator, charge source, charger, solar

- controller, or other equipment that exceeds the product's published specifications.
- Failure to use an appropriate surge-limiting device, soft-start device, inrush-current control device, or other required protective component in high-current or locked-rotor applications.
- Using a battery that is under-rated for the application.

C. Improper charging or maintenance

- Charging with a charger, charging profile, alternator setup, inverter/charger, solar controller, or DC-DC charger that is incompatible with the battery's chemistry, voltage, or data-sheet requirements.
- Overcharging, undercharging, chronic partial-state-of-charge abuse, or repeated BMS shutdown events caused by improper system design or operation.
- Charging, discharging, or storing the product outside the published temperature limits.
- Failure to properly maintain the battery during storage or periods of non use, including failure to inspect state of charge, recharge as needed, or cycle the battery at least once every 6 months as recommended by Dakota Lithium.
- Failure to properly maintain clean, secure, and appropriately protected terminal and cable connections.

D. Environmental damage

- Environmental damage including improper storage, exposure to excessive heat, freezing conditions, fire, or any form of water intrusion or submersion, regardless of IP rating.
- Saltwater damage, terminal corrosion, or contamination caused by moisture, acidic or alkaline contaminants, road salts, chemical exposure, or improper cleaning and maintenance.
- Terminal corrosion resulting from exposure to saltwater, moisture, acidic or alkaline contaminants, road salts, or improper cleaning and maintenance practices, including the absence of reasonable protective measures.
- Mold, infestation, chemical exposure, or long-term environmental neglect.

E. Physical damage and accidental damage

- Damage caused by collision, impact, crushing force, dropping, puncture, vibration beyond intended use, capsizing, rollover, or any other external physical trauma.
- Damage caused by use, charging, storage, or operation in temperatures outside Dakota Lithium's published specifications, including exposure to excessive heat, freezing conditions, or extreme temperature cycling.
- Cosmetic damage that does not affect function, including scratches, dents, discoloration, label wear, and normal cosmetic aging.
- Damage caused by accident, abuse, neglect, misuse, or unauthorized transport conditions.

F. Unauthorized modification or tampering

- Opening, disassembling, modifying, repairing, or tampering with the product by anyone not authorized in writing by Dakota Lithium.
- Removed, defaced, altered, unreadable, or missing serial numbers, labels, or identification markings.

- Modification to terminals, enclosure, wiring harness, BMS, heating system, venting, ports, or other internal or external components not approved by Dakota Lithium.

G. Commercial abuse, racing, specialty, and unsupported uses

- Use in racing, competitive motorsports, aviation, medical, life-support, military, or other critical-use applications unless Dakota Lithium expressly approved the use in writing.
- Use in applications requiring certification, integration, or engineering review beyond Dakota Lithium's published consumer specifications, unless Dakota Lithium expressly approved the configuration in writing.

H. Ordinary wear and expected performance changes

- Capacity fade, runtime reduction, or other normal aging that does not result from a defect in materials or workmanship.
- Any condition caused primarily by normal wear rather than defect.

8. Water, Marine, and Environmental Clarification

Some Dakota Lithium products are designed for use in rugged or marine environments, but this does not mean they are waterproof, submersible, or covered for all forms of water exposure. Unless Dakota Lithium expressly states in writing that a product is submersible, damage caused by water intrusion, submersion, pressure washing, flooding, prolonged standing water exposure, corrosion, or internal moisture is not covered. Products with a stated IP rating must be used only within the conditions and limits of that rating. An IP rating does not provide warranty coverage for misuse, flood exposure, submerged storage, pressure washing, or water damage outside the product's intended use and published specifications.

9. Shipping and Territorial Limits

United States and Canada

Dakota Lithium's standard warranty logistics apply only to claims originating in the continental United States and Canada unless Dakota Lithium agrees otherwise in writing.

For confirmed manufacturer-defect claims originating in the continental United States:

- During the first 2 years of the applicable Warranty Period, Dakota Lithium will cover standard ground shipping for approved warranty fulfillment within the continental United States.
- After year 2, the customer is responsible for inbound shipping to Dakota Lithium or the designated inspection location unless prohibited by law or otherwise stated in writing.
- Dakota Lithium will cover outbound standard ground shipping for approved repaired or replacement products shipped to destinations within the continental United States.

For confirmed manufacturer-defect claims originating in Canada:

- the customer is responsible for inbound shipping, customs documentation, duties, taxes,

brokerage, and related cross-border charges unless Dakota Lithium agrees otherwise in writing, and

- Dakota Lithium may, at its option, cover outbound standard replacement shipping only to the original Canadian delivery address or to a designated logistics point, but Dakota Lithium is not responsible for duties, taxes, brokerage, customs delays, or other import-related costs unless required by law or agreed in writing.

Non-U.S. and non-Canada claims

Dakota Lithium does not provide direct warranty shipping to locations outside the continental United States and Canada unless Dakota Lithium agrees otherwise in writing.

For customers located outside those territories:

- the customer is responsible for all freight forwarding, export, import, customs, duties, taxes, hazmat compliance, brokerage, and related logistics,
- Dakota Lithium may, at its option, ship only to a freight forwarder designated by the customer in the continental United States, and
- Dakota Lithium is not responsible for damage, delay, seizure, loss, or added cost after delivery to the freight forwarder.

10. One-Time Warranty Fulfillment

Dakota Lithium's obligation under this Limited Warranty is limited to one warranty remedy per product or serial number for the same failure mode unless Dakota Lithium determines otherwise in its discretion.

If a product is replaced under warranty, the original serial-number warranty claim is deemed fulfilled, and any continued coverage applies only to the repaired or replacement product for the remainder of the original term or 90 days, whichever is longer.

11. Non-Warranty Service, Repair, and Goodwill Upgrade Offer

If Dakota Lithium determines that a product failure was caused by misuse, accidental damage, environmental damage, improper installation, operation outside specifications, or another non-covered condition, Dakota Lithium may, at its discretion:

- return the product unrepairs,
- offer a paid diagnostic, repair, or refurbishment service at \$150 per hour, if feasible,
- offer a paid replacement option, or
- offer the customer a one-time 20% discount code toward the purchase of a replacement or upgraded Dakota Lithium product.

Any non-warranty diagnostic, repair, refurbishment, labor, parts, freight, hazmat, customs, brokerage, or return-shipping charges are the customer's responsibility unless Dakota Lithium agrees otherwise in writing.

Any goodwill discount, service accommodation, or upgrade offer is optional, is not part of this Limited Warranty, and may be denied, modified, or withdrawn at any time.

12. Marketing Statements and Warranty Scope

General marketing claims, slogans, lifestyle messaging, estimated runtime statements, estimated range statements, ideal-condition cycle claims, and similar promotional content are provided for general informational purposes only and do not expand this Limited Warranty.

Only the written terms of this Limited Warranty and the applicable product data sheet govern warranty coverage.

13. Third-Party Products and OEM Products

This Limited Warranty does not cover third-party products, even if bundled, sold, recommended, or installed with Dakota Lithium products. Third-party products are subject only to the original manufacturer's warranty, if any.

This Limited Warranty also does not override any separate warranty terms issued by an OEM, dealer installer, integrator, or private-label partner for systems sold under their own package or program.

14. Disclaimer of Other Warranties

To the fullest extent permitted by law, this Limited Warranty is in lieu of all other express warranties.

To the fullest extent permitted by law, Dakota Lithium disclaims all implied warranties, including any implied warranty of merchantability and any implied warranty of fitness for a particular purpose, except to the extent such disclaimers are prohibited by law. If such warranties cannot be disclaimed, they are limited to the duration of the applicable express Warranty Period.

15. Limitation of Liability

To the fullest extent permitted by law, Dakota Lithium shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including lost profits, downtime, loss of use, towing, lodging, diagnostics, loss of data, loss of cargo, loss of trip value, removal costs, installation costs, reinstallation costs, freight charges, customs charges, or damage to connected equipment. Dakota Lithium shall have no obligation to provide any remedy other than repair, replacement, or store credit as expressly provided under this Limited Warranty, except where otherwise required by applicable law.

16. Legal Rights

This Limited Warranty gives the customer specific legal rights, and the customer may also have other rights that vary by state, province, or country.

Certain jurisdictions do not allow some exclusions or limitations on implied warranties or incidental or consequential damages, so some of the above limitations may not apply.

17. Governing Law

This Limited Warranty shall be governed by the laws of the State of Washington, without regard to conflict-of-law principles, unless applicable consumer law requires otherwise.

18. Claims Process

To submit a claim, the customer must contact Dakota Lithium customer support and provide:

- proof of purchase,
- product serial number if applicable,
- description of the issue,
- installation details,
- charger and system details,
- photographs or video if requested, and
- any diagnostic information reasonably requested by Dakota Lithium.

Dakota Lithium may require troubleshooting, data review, remote testing, return of the product, or physical inspection before approving a claim.

Do not ship or deliver a battery or other covered product without first obtaining Dakota Lithium's return instructions or authorization.

For battery-capacity claims, Dakota Lithium may require a controlled capacity test, voltage readings, charge-history details, charger information, or other reasonable evidence that the product was used within published specifications.

Products returned for evaluation must be shipped in compliance with all applicable transport laws, hazardous-material rules, and packaging requirements. Dakota Lithium may reject improperly packaged, unsafe, or non-compliant shipments.

If inspection shows that the claimed issue is not covered under this Limited Warranty, Dakota Lithium may return the product unrepared, offer a paid repair or replacement option if available, or provide a goodwill upgrade offer under Section 11.

19. Dakota Lithium's Rights Under This Warranty

Dakota Lithium reserves the right to inspect, test, and determine whether a claimed failure is covered under this Limited Warranty and to select the appropriate remedy under this Limited Warranty.