

(10) YEAR WARRANTY & RETURN POLICY

In the unlikely event you are having an issue with one of our batteries, we have developed a straightforward Real Warranty & Return Policy servicing all customers in the USA:

Real (10) Year Warranty

All our Batteries come with a (10) Year Full Repair/Replacement Warranty. If our batteries malfunction due to component or manufacturing error, the product will be repaired or replaced free of charge.

Full Lifetime Tech Support & Customer Service

All Batteries Include A "<u>Free Lifetime Technical Support & Troubleshooting</u>" Service. If you have ANY questions or need ANY help – Simply call us at: # (818) 280 – 3091 from (9-5/M-F) or send eMails 24/7 to <u>Support@BigBattery.com</u>

• Free Repair & Replacement

All Batteries are built to last a minimum of (10) Years. We stand by the quality of our batteries. If any parts within our battery fail due to defects or manufacturing error within the next (10) Years – we will fix or replace your battery free of charge and cover all logistics costs from/to your purchase address within the continental USA..

Highest Quality Guarantee

BigBattery utilizes (Tier 1) cells to provide the highest quality lithium battery packs in the USA. Depending on the Model, Use Case and Environment; Your battery is guaranteed to last between [3,700 – 8,000] Full Charge/Discharge Cycles when used as intended within our published battery specifications.

<u>Covered Products</u> This Warranty Covers <u>All Battery Packs</u> from "Date Of Purchase" from BigBattery for (10) Years and all Accessories Included for (30) Days.

Automated Warranty Registration

No Warranty Registration is needed. Warranty is automatically recorded via internal Customer Database via Serial Number and QR Code.

Product Manuals & Specification Sheets

BigBattery provides a proprietary QR Code on every Battery. <u>Scan this with any phone</u> to see the *Product Manual* and *Product Spec. Sheet* for your specific model battery. Providing these to you in a Digital Format helps to protect our environment and provides you the most updated information on your product in real time.

Domestic Warranty Claim Support

To start a warranty claim, please contact us directly at Support@BigBattery.com to create a ticket. Include a written description of the problem and pictures if possible. Upon receipt, our "Tech Support" team will reach out to you within (24-48) hours. After problem has been identified and documented, you will be sent a "Return Shipping Label" – for faster service; please include a copy of this label in the return box or pallet when our 3rd party logistics provider arrives to pickup your return. All returns will be sent to one of our Designated Repair & Replacement Centers for further inspection prior to repair, replacements or reimbursements; depending on the circumstances of return. For detailed instructions, please review our Warranty Repair/Replacement Services below.

Returning Accessories

This Warranty provides a (30) Day Replacement for all "Accessories" (Anderson Connectors, Wiring, Chargers, etc.) included with your battery. If product is not defective (or) damaged upon return, refunds will be offered based on the purchase price of the unit minus a 20% Restocking Fee.

Change Your Mind

That's OK! All our Batteries come with a (30) Day money back guarantee. Returns will be subject to a (20%) Restocking Fee. Call or email customer service for a free shipping return label.

Non-Transferable

Our Warranty applies to the original owner. If you wish to transfer your warranty to another party, you can do so within (30) Days of your purchase by sending a "Warranty Transfer Request" to: Support@BigBattery.com

Return Hazmat Fee

Due to the shipping regulations of lithium batteries, please note that some battery returns may require special documentation and packaging, and these instances could encounter extra fees if a customer is attempting to return a battery not covered by our "Repair and Replacement Policy".

Battery Abuse Disclaimer

This warranty does not cover damages resulting from misuse, abuse, accidents, alterations, or improper charging/installation of our product. Please scan the QR Code on your battery and read the manual prior to installation and charging. DIY modifications or damage due to gross negligence or abuse will void your warranty.

Fraud Protection

Repair, Replacement and Refunds for your purchase will only be possible <u>after</u> your returned battery has been received and fully inspected at our facility.

Limitation of Damages

In no event shall BigBattery, Inc. be liable for consequential damages for breach of this warranty.

Customer Satisfaction

If buyers are not satisfied for any reason after speaking with Level (3) Tech Support and/or our Customer Service Resolution Center. All original buyers may escalate dispute resolutions to our CTO (Marshall Neipert) at BigBattery for review. We aim to put our customers first, resolve any issues, and ensure that all customers are happy with their purchase from BigBattery.

Warranty Details

(10) Year Repair/Replacement Warranty Coverage Details: BigBattery, Inc. warrants the Covered Product to be free of all defects in material and workmanship for TEN (10) YEARS from the auto-registered date of purchase. This warranty extends to the original buyer for the course of TEN (10) Years.

All BigBattery Batteries are designed to operate for a minimum of (10) Years and require Zero Maintenance. Some BigBattery Batteries can last up to (22) years dependent on Model, Use Case and Environmental Variables.

Within your (10) Year Warranty, BigBattery, Inc. will repair or replace, free of charge, any part proving defective in material or workmanship. All warranty repairs and service must be performed by an authorized BigBattery, Inc. technician, or at an authorized BigBattery, Inc. service facility (unless directed otherwise in writing by a BigBattery Employee).

All expenses related to replacing or repairing a defective part under this warranty shall be assumed by BigBattery, Inc. such as Pickup, Return Logistics, Repair,

Replacements and Shipping. This warranty does not assume responsibility for disconnection, service interruption or re-packing expenses per said return shipment.

Warranty Exclusions

This warranty does not apply to any costs, repairs, or services for the following:

- 1. On-Site Service Calls from 3rd Party Vendors.
- 2. Damage resulting from misuse, abuse, accidents, alterations, use other than intended application, collision or dropping, or improper installation.
- 3. Product was used out of specification, or undersized for the application.
- 4. Environmental damage, including caustic substances, salty, or outdoor exposure unless the battery is specifically indicated to be for outdoor use in the specification sheet or the product manual.
- 5. Corrective work necessitated by repairs made by anyone other than a BigBattery, Inc. authorized service technician (If not previously advised by BigBattery Tech Support).
- 6. Battery that has not been charged over a six month period (Batteries need to be charged regularly to maximize lifespan).
- 7. Warranty will be void if battery is opened, disassembled, or improperly altered, except as explicitly directed by BigBattery for technical support.

Warranty Repair/Replacement Services

Contact BigBattery Tech Support, Confirm the Problem and Identify Solution with our team. If the battery needs to come back to BigBattery for Repairs or Parts Replacement, you will be transferred to our Customer Service Department to arrange pickup at the customer's address.

Customer Service will arrange all logistics, repairs or replacements. The buyer is required to pack the product safely in the same manner as delivered for the return shipment.

The buyer should carefully cover and pack the battery needing repair, preferably in the original packing materials, in the same format as previously delivered (Box/Pallet) together with a copy of the original purchase receipt. Please write descriptions and updated notes on the receipt to better assist our tech-support in processing your repair or replacement.

Warranty Repairs *must* be performed at a BigBattery Authorized Service Center. Work will be conducted based on the notes provided in our CRM from the BigBattery Customer Service & Tech Support representative(s) you have communicated with. All eMails, Notes and Calls are saved to assist our team to provide you a speedy resolution. BigBattery assumes all liability with their scheduled carrier per the safe transportation of this battery to and from our Replacement & Repair facility listed below:

Return Address: BigBattery, Inc. 9667 Owensmouth Ave. #101 Chatsworth, CA. 91311

Return Packing Instructions

Customer must take pictures of the product(s) being returned prior to packing and eMail these pictures to Sales@BigBattery.com prior to returning. Based on your pictures, BigBattery will be able to hold the logistics provider responsible for any potential damages that could occur when the product is in transit.

<u>Please Safely Pack Your Returned Battery</u>: Logistics Carriers do <u>NOT</u> accept liability for batteries packed unsafe during transit. To eliminate damage in transit – please use the original box and foam inserts provided. If the original packing is not available, <u>please pack your product in the same safe & secure format in which it was received via Box/Pallet</u> for safe delivery to our repair center. BigBattery assumes full responsibility to return your repaired and/or replaced batteries back to you. Transit will occur between your physical address and our authorized service center located at: **9667 Owensmouth Ave. Chatsworth, CA. 91311**.

Resolving Claims of Not Meeting Specifications

If a customer makes a claim of a battery not meeting performance or capacity specifications, the customer has the option to return the battery to BigBattery. The battery will be fully bench tested to resolve the claim and a relevant test report will be provided to the customer. If the customer is deemed to be correct and the battery does not meet specifications, then the cost of shipping the product both ways and the repair or replacement will be fully covered under the warranty. If the battery does meet specification as per BigBattery testing, the customer will be responsible for shipping both ways. The customer will not be responsible for the costs associated with testing regardless of the test results.

Legal

This warranty shall be governed by and interpreted in accordance with the laws of California. No employee or representative of Manufacturer is authorized to make any warranty in addition to those made in this agreement.

Shipping Policy

Double-Check Your Address

To ensure that your package is properly delivered and that you receive your package within the time frames we advertise, please make sure that your address is correctly entered and includes all relevant and/or required information. The use of correct abbreviations, street numbers, building or apartment numbers, and route information (if applicable) is critical for ensuring timely delivery. We do not take responsibility for lost, misplaced, or incorrectly delivered shipments if the address information provided is incorrect or incorrectly entered at the time of purchase.

Per International Shipments

For international shipments, we do not ship to areas outside of Continental United States. If Buyers wish to purchase our products in the USA for another country, they are responsible for arranging their own shipping from our facility (FOB) Chatsworth, CA to their end destination where the goods will be imported on behalf of the consignee/buyer. The consignee will pay the taxes & duties in addition with the purchase price of the goods.

Processing Time

After your payment is authorized and verified, standard online orders will take an estimated (7-14) business days to process and ship from our US Facilities. When picked up by our logistics providers, these orders are subject to processing time(s) from said logistics provider that depend on a number of factors. Standard domestic orders in the continental United States are projected to take (7-14) Business Days to deliver. Depending on your geographic location in the United States, you should expect to receive your purchase from BigBattery.com at your provided address within (14-28) business days (excluding holidays). For more information, please check your eMail and use the Tracking # Provided upon release from our US Based manufacturing facility.

BigBattery rates and prioritizes logistics carriers with the highest success of delivering our goods safely and on time. If you have any issues with our logistics providers, please let us know by emailing us @ Logistics@BigBattery.com to help us eliminate bad logistics carriers for future orders. As we strive to offer the best service, we appreciate this feedback to perfect our logistics process.

Shipping Rates & Timelines

Please note that orders may take (7-14) business days from the date that it is picked up from our US Based manufacturing facility, not from the date that it is placed. This will depend on the "shipping method" selected at checkout and final geographic destination of the order. When your order has been shipped from our facility, you will receive an email with tracking information. Alternative carriers may be selected at our sole discretion to meet shipping requirements. Your final shipping cost is displayed at the point of checkout on our website. For Wholesale Orders, logistic costs can be found on your invoice, please contact your assigned B2B Rep. for any updates required.

Shipping Fees

Shipping fees are non-refundable. If you refuse any shipments from BigBattery.com, you will be held responsible for the original shipping charges, plus the costs associated for reverse logistics. This amount will be deducted from any credit issued..

Delivery Claims

If you are experiencing a non-delivery or your tracking information states that your package was delivered by the carrier but you have not received it; you <u>must</u> contact us within ten (10) days to file a claim. We will assist you in working with the carrier to complete the claims process and track down the order. *Please note: Claims can take up to 30 days to complete (depending on the shipping carrier used)*. BigBattery does not hold or accept responsibility for packages that have been reported as delivered by the carrier. We do not issue refunds or credits for packages that the carrier confirms as being delivered.

Out Of Stock Items

If your order includes multiple items and one (or more) of the items are out of stock, we will attempt to notify you, then ship the rest of your order, issuing a refund to your original form of payment for the item(s) not in stock.

Reserved Rights Regarding Shipping

While we will make every effort to accommodate your shipping and billing preferences, in order to protect our customers, BigBattery reserves the right to require customers to use a "common" shipping and billing address in the event we are unable to process an order or verify a shipping address provided. BigBattery reserves the right to solely define and limit, refuse, and/or cancel orders from customers at any time due to:

• An irregular or excessive returns history involving worn, altered, laundered, damaged, or missing items (or) Potential fraudulent or criminal activity.

BigBattery reserves the right to refuse service to any customer or entity, due to similar actions as noted above.

Have Questions or Need Help Per Shipping? Email us at shipping@bigbattery.com or call us <a

Privacy Policy

This "Privacy Policy" describes the privacy practices of BigBattery, Inc., and our subsidiaries and affiliates (collectively, "BigBattery", "we", "us", or "our") in connection with the https://bigbattery.com/ website, the BigBattery mobile application, any other website or mobile application that we own or control and which posts or links to this Privacy Policy (the "Sites") as well as our retail stores and related services (together with the Sites, the "Service"), and the rights and choices available to individuals with respect to their information.

Personal Information We Collect and Personal Information You Provide to Us

Personal information you may provide to us through the Service or otherwise includes:

- Contact data, personal or business contact information such as your first and last name, email and mailing addresses, phone number, professional title and company name.
- Registration data, such as information that you provide to register for an account or sign
 up for an event, including the day and month of your birth and the event you registered
 for.
- Data about others for whom you purchase an item or gift, such as name, delivery address and phone number. Please do not purchase a gift for someone or share their contact information with us unless you have their permission to do so.
- Profile data, such as your username and password that you may set to establish an online account with us and your interests and preferences.
- Communications, such as information you provide when you contact us with questions, feedback, survey responses, or otherwise correspond with us.
- Marketing data, such as the email address or contact details that we use to send marketing communications and your preferences for receiving communications about our activities, events, sweepstakes, and contests.
- Purchase data, including your order history and information needed to process and fulfill your order, including order details, billing address, and delivery address.
- Other information that we may collect which is not specifically listed here, but which we
 will use in accordance with this Privacy Policy or as otherwise disclosed at the time of
 collection.
- Data from other sources. We may also collect information about you from:
 - Business partners, such as advertising and joint marketing partners.
 - Data providers, such as information services and data licensors.
 - Public sources, such as blogs, forums or social media platforms.

Information We Obtain From Third Party Platforms

If you choose to login to the Sites via a third-party platform, such as Google or Facebook, or otherwise connect your account on the third-party platform or network to your account through the Sites, we may collect information from that platform or network. You may also have the opportunity to provide us with additional information via the third-party platform or network, such as a list of your friends or connections and your email address. You can read more about your privacy choices in the "Your Choices" section.

Automatic Collection

We and our service providers may automatically log information about you, your computer or mobile device, and your activity occurring on or through the Sites, such as::

- Device data, such as your computer or mobile device operating system type and version number, manufacturer and model, browser type, screen resolution, IP address, the website you visited before browsing our site, and general location information such as city, state or geographic area.
- Online activity data, such as pages or screens you viewed, how long you spent on a page or screen, navigation paths between pages or screens, information about your activity on a page or screen, access times, and duration of access.

Cookies and Similar Technologies

Some of our automatic data collection is facilitated by cookies and similar technologies. See our **Cookie Policy** for more information.

Referrals

Users of the Service may have the opportunity to refer friends or other contacts to us. If you are an existing user, you may only submit a referral if you have permission to provide their contact information to us so that we may contact them.

How We Use Your Personal Information

We use your personal information for the following purposes and as otherwise described in this Privacy Policy or at the time of collection: Service delivery. We may use your personal information to:

- provide, operate and improve the Service, such as to enable you to make purchases of batteries and accessories that we have listed on the Sites:
- establish and maintain your account on the Service;
- communicate with you about the Service, including by sending you announcements, updates, security alerts, and support and administrative messages;
- provide customer support and maintenance for our products and services:
- facilitate your login to the Sites via third party platforms, such as Google and Facebook;
 and
- enable security features of the Sites, such as by sending you security codes via email or SMS, and remembering devices from which you have previously logged in.

Direct Marketing

We may use your personal information to send you BigBattery-related marketing communications as permitted by law. You will have the ability to opt-out of our marketing and promotional communications as described in the **Your Choices** section below.

Interest-Based Advertising

We may contract with third-party advertising companies and social media companies to display ads on our **Service** and other sites. These companies may use cookies and similar technologies to collect information about you (including the device data, online activity data and/or geolocation data described above) over time across our **Service** and other sites and services or your interaction with our emails, and use that information to serve ads that they think will interest you. These ads are known as "interest-based advertisements." You can learn more about your choices for limiting interest-based advertising, in the **Your Choices** section below and our **Cookie Policy**.

To Comply With Laws and Regulations

We use your personal information as we believe necessary or appropriate to comply with applicable laws, lawful requests, and legal process, such as to respond to subpoenas or requests from

government authorities. For compliance, fraud prevention, and safety. We may use your personal information and disclose it to law enforcement, government authorities, and private parties as we believe necessary or appropriate to:

- (a) protect our, your or others' rights, privacy, safety or property (including by making and defending legal claims);
- (b) audit our internal processes for compliance with legal and contractual requirements;enforce the terms and conditions that govern the Service; and
- (c) protect, investigate and deter against fraudulent, harmful, unauthorized, unethical or illegal activity, including cyber attacks and identity theft. With your consent. In some cases we may specifically ask for your consent to collect, use or share your personal information, such as when required by law.

How We Share Your Personal Information

We may share your personal information with the following third parties and as otherwise described in this **Privacy Policy** or at the time of collection.

Affiliates

Our subsidiaries and affiliates, for purposes consistent with this **Privacy Policy**.

Service Providers

Companies and individuals that provide services on our behalf or help us operate the Service or our business (such as order fulfillment, shipping, payment processing, customer support, hosting, analytics, email delivery, marketing, database management services, returns processing and risk and fraud mitigation).

Advertising Partners

Third party advertising companies that collect information about your activity on the Site and other online services to help us advertise our services, and/or use hashed customer lists that we share with them to deliver ads to them and similar users on their platforms.

Third Party Platforms

Social media and other third party platforms that you connect to the Service, such as when you use options to access the Service by logging into a social media platform. Please note, we do not control the third party's use of your personal information.

The Public

Other users of the Service and the public, when you disclose personal information for public use. For instance, you may be able review a product that you purchased, and we will display your name along with the content you submit. We do not control how other users or third parties use any personal information that you make available to them. Please be aware that any information you post publicly can be cached, copied, screen captured or stored elsewhere by others (e.g., search engines) before you have a chance to edit or remove it.

Professional Advisors

Professional advisors, such as lawyers, bankers, auditors and insurers, where necessary in the course of the professional services that they render to us.

Authorities and Others

Law enforcement, government authorities, and private parties, as we believe in good faith to be necessary or appropriate to comply with law or for the compliance, fraud prevention and safety purposes described above.

Business Transferees

We may sell, transfer, or otherwise share some or all of your personal information in connection with or during negotiation of any merger, financing, acquisition or dissolution, transaction or proceeding involving sale, transfer, divestiture, or disclosure of all or a portion of our business or assets, or in the event of an insolvency, bankruptcy, or receivership.

Your Choices

In this section, we describe the rights and choices available to all users. Access or update your account information. If you have registered for an account with us, you may review and update certain personal information in your account profile by logging into the account.

Opt Out of Marketing Communications

You may opt out of marketing-related emails by following the opt-out or unsubscribe instructions located at the bottom of the email. You may continue to receive service-related and other non-marketing emails. If you receive marketing text messages from us, you may opt out of receiving further marketing text messages from us by replying "STOP" to our marketing message.

Cookies

Most browsers let you remove and/or stop accepting cookies from the websites you visit. To do this, follow the instructions in your browser's settings. For more details, see the "Your Choices" section of our **Cookie Policy**.

Advertising Choice

You may opt-out of interest-based advertising. See the "Your Choices" section of our **Cookie Policy** for more information.

Do Not Track

Some Internet browsers may be configured to send "Do Not Track" signals to the online services that you visit. We currently do not respond to "Do Not Track" or similar signals. To find out more about "Do Not Track," please visit http://allaboutdnt.com/

Privacy Settings and Location Data

Users of our App can disable our access to their device's precise geolocation in their mobile device settings. Choosing not to share your personal information. If you do not provide information that we need to provide the Service, we may not be able to provide you with the Service or certain features. We will tell you what information you must provide to receive the Service when we request it. Third-party platforms or social media networks. If you choose to create an account through or connect the Service with another third-party platform, you may have the ability to limit the information that we may obtain from the third-party at the time you log in to the Service using the third-party's authentication service or otherwise connect your account. You may also be able to control your settings through the third-party's platform or service after you have connected your accounts.

Security Practices

The security of your personal information is important to us. We employ a number of organizational, technical, and physical safeguards designed to protect the personal information we collect. However, security risk is inherent in all internet and information technologies and we cannot guarantee the security of your personal information.

Changes To This Privacy Policy

We reserve the right to modify this Privacy Policy at any time. If we make material changes to this Privacy Policy, we will notify you by updating the date of this Privacy Policy and posting it on the

Sites. If required by law we will also provide notification of changes in another way that we believe is reasonably likely to reach you, such as via eMail or another manner through the Service. Any modifications to this Privacy Policy will be effective upon our posting the modified version (or as otherwise indicated at the time of posting). In all cases, your continued use of the Service after the posting of any modified Privacy Policy indicates your acceptance of the terms of the modified **Privacy Policy**.

Have Questions About Our Policy (or) Privacy Practices?

Please direct any questions or comments about this Policy or out Privacy Practices to Info@BigBattery.com (or) All Parcel Post communications can be sent to: BigBattery, Inc
Attn: Legal – Policy Dept.

Attn: Legal – Policy Dept. 9667 Owensmouth Ave #101 Chatsworth, CA 91311

Cookie Policy

BigBattery Cookie Policy

This Cookie Policy explains how BigBattery, Inc. ("BigBattery", "we", "us" or "our") uses cookies and similar technologies in connection with the www.BigBattery.com website and any other website that we own or control and which posts or links to this Cookie Policy (collectively, the "Sites"), along with the BigBattery mobile application and any other mobile applications that we own or control and which posts or links to this Cookie Policy (collectively, the "Apps").

What are Cookies?

Cookies are small data files that are placed on your computer or mobile device when you visit a website. Cookies serve different purposes, like helping us understand how a site is being used, letting you navigate between pages efficiently, remembering your preferences and generally improving your browsing experience. Our Sites may use both session cookies (which expire once you close your web browser) and persistent cookies (which stay on your computer or mobile device until you delete them). We use two broad categories of cookies:

- (1) first party cookies, served directly by us to your computer or mobile device, which we use to recognize your computer or mobile device when it revisits our Sites; and
- (2) third party cookies, which are served by service providers or business partners on our Sites, and can be used by these parties to recognize your computer or mobile device when it visits other websites. Third party cookies can be used for a variety of purposes, including site analytics, advertising and social media features.

Your Choices

Like many companies online, we use services provided by Google, Facebook and other companies that use tracking technology. Your choices for opting out of these companies' use of your personal information for interest-based advertising include:

 Blocking cookies in your browser. Most browsers let you remove or reject cookies, including cookies used for interest-based advertising. To do this, follow the instructions in your browser settings. Many browsers accept cookies by default until you change your settings. For more information about cookies, including how to see what cookies have been set on your device and how to manage and delete them, visit allaboutcookies.org.

- Blocking advertising ID use in your mobile settings. Your mobile device settings may
 provide functionality to limit use of the advertising ID associated with your mobile device
 for interest-based advertising purposes.
- Using privacy plug-ins or browsers. You can block our websites from setting cookies used for interest- based ads by using a browser with privacy features, like Brave, or installing browser plugins like Privacy Badger, Ghostery or uBlock Origin, and configuring them to block third party cookies/trackers.
- Platform opt-outs. The following advertising partners offer opt-out features that let you
 opt-out of use of your information for interest-based advertising:
 - Google: https://adssettings.google.com
 - Facebook: https://www.facebook.com/about/ads

If you choose to opt out of targeted advertisements, you will still see advertisements online but they may not be relevant to you. Even if you do choose to opt out, not all companies that serve online behavioral advertising are included in this list, so you may still receive some cookies and tailored advertisements from companies that are not listed. For more information about how we collect, use and share your information, see our **Privacy Policy**.

Changes

Information about the cookies we use may be updated from time to time, so please check back on a regular basis for any changes.

Questions

Have any Questions about any of our Policies, please email us at lnfo@bigbattery.com or call #(818) 280-3091.

End of Life Policy

BigBattery Offers Free Recycling of All Our Lithium Batteries!

Traditional battery recycling has not always been an easy process. People have often been forced to find a

certified recycler and then pay for expensive shipping.

BigBattery seeks to remedy this problem.

Currently, BigBattery is the only US battery manufacturer that offers free recycling at the end-of-life of all our products. We are willing to help our customers ship our products back to our facilities and will recycle them at no extra charge to our customers.

We maintain a zero-landfill policy and have partnered with certified recyclers to make sure these batteries don't end up in landfills.

For questions contact, Sales@BigBattery.com or #(818) 280-3091.