

TASER International, Inc.'s Warranty, Limitations and Release – Citizen Products (Effective May 6, 2011)

The following TASER International, Inc. ("TASER") warranty provisions are applicable on all sales or transfers of TASER Citizen Products, including electronic control devices (ECDs). The term "Purchaser" means any purchaser, transferee, possessor, or user of the TASER Citizen Products.

Manufacturer's Limited Warranty¹

TASER warrants that its TASER® X26C™ ECD, M26C™ ECD, and ECD cartridges are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. TASER warrants that its C2® ECD is free from defects in workmanship and materials for a period of 90 DAYS from the date of activation. ECD cartridges that are expended are deemed to have operated properly. TASER-manufactured accessories, including, but not limited to: batteries; battery chargers; carrying cases; cables; holsters; DPM battery packs, and XDPM battery packs are covered under a limited 90-DAY warranty from the date of receipt. TASER warrants that the C2 ECD's MP3 Holster is free from defects in workmanship and materials for a period of 30 DAYS from the date of receipt. The Non-TASER manufactured accessories are covered under their manufacturers' warranty and not TASER's warranty. In the event any country or state imposes a longer express warranty term than that described in this warranty document, then the country or state's term will take precedence.

If a defect arises and a valid claim is received by TASER within the limited warranty period, TASER agrees to repair or replace a defective product which, under

¹ Please be aware that a product's estimated useful life and expiration date may not be the product's warranty expiration date.

normal use, as defined in the written and/or video instructions that accompanied the product at time of purchase, and as determined in TASER's sole discretion, fails to function within the limited warranty period. TASER's sole responsibility under this limited warranty is to repair or replace with the same product or a like product, at TASER's option, for a product determined to be defective by TASER. TASER will undertake the repair, replacement, or refund 1 time during the limited warranty period.

Lifetime Replacement Guarantee

When an X26C, M26C, or C2 ECD is used in self-defense, the ECDs may be deployed and left behind providing the Purchaser a window of opportunity to get to safety and call law enforcement. TASER will replace the TASER X26C, M26C, or C2 ECD free of charge, with the same product or a like product, at TASER's option, if the Purchaser provides, within 1 year following the event, the following information to TASER, 17800 North 85th Street, Scottsdale, Arizona 85255 Attn: Customer Service:

- a copy of the official police report documenting the incident, citing the use of the product in self-defense, and the loss of the product;
- proof of purchase of the product (receipt, purchase order, or invoice);
- check or a credit authorization for the shipping and handling fees; and
- Purchaser's name, physical address (no P.O. Boxes allowed), and phone number of where to send the replaced item.

Purchaser is responsible for any expedited shipping or handling costs for the replacement ECD.

TASER's Lifetime Replacement Guarantee is not available or applicable: (a) on any international (Non-United States) sales or

uses of TASER Citizen Products; or (b) to any Purchaser who uses the ECD for a commercial purpose.

Manufacturer's Extended Warranty for the C2 ECD

The optional manufacturer's extended warranty for the C2 ECD may be purchased anytime during the 90-day limited warranty period. The manufacturer's extended warranty for the C2 ECD runs from the date of receipt of the manufacturer's extended warranty and supersedes the 90-day limited warranty. The extended warranty does not cover abuse, intentional or deliberate damage to the product, acts of God, or force majeure during the extended warranty period.

For customers who purchase an extended warranty, TASER warrants it will repair or replace the TASER ECD, which fails to function for any reason, not excluded by this extended warranty, 1 time during the extended warranty period with the same product or a like product. The replacement unit will have a 90-day limited warranty beginning on the date of receipt of the replacement unit. Purchaser has the option of buying a new optional extended warranty for the replacement unit at the time of activation or anytime during the 90-day limited warranty.

Exclusions and Limitations

A replacement product will have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

After the warranty period, TASER may repair or replace an ECD or cartridge for a fee. A

paid for out-of-warranty repair or replacement product comes with the manufacturer's limited warranty.

This warranty supersedes any prior, contrary, or additional representations, whether written or oral. This warranty is TASER's only warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person.

This warranty does not apply and TASER will not be responsible for any loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries (and cells) or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by accident, abuse, misuse, force majeure, acts of God, flood, fire, earthquake or other external causes; (d) damage to a product or part that has been repaired or modified to alter functionality, or capability by persons other than TASER authorized personnel and without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, TASER specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent

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defects, and warranties against patent infringement. If TASER cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in this warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability TASER may have. TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER by Purchaser for the product, notwithstanding third-party purchases. In no event will TASER be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if TASER has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in this warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to

you. TASER disclaims any representation that it will be able to repair any product under this warranty or make a product exchange without risk to or loss of programs or data.

If any term of this warranty is held to be illegal or unenforceable, the legality of the remaining terms will not be affected or impaired.

Release

Purchaser agrees to release and save TASER harmless from any and all liability arising out of the deployment, use or misuse of the TASER product, including any claims for damages and personal injuries. Purchaser agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Purchaser for or on behalf of a third party.

Product Registration

To register your TASER product, please go to www.taser.com/register. Registration of your product allows TASER to contact you with important product notifications and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish your limited warranty rights.

Warranty Repair Procedure

Please access and review the online troubleshooting guide on TASER's website (www.taser.com/support) before seeking warranty service. If the product is still not functioning properly after making use of this resource, please follow the warranty repair procedure outlined in this policy. You must follow TASER's warranty processes. To make a warranty claim, first verify that your TASER product is within its active warranty period.

To register a warranty claim, first obtain a Return Material Authorization ("RMA") number within the warranty period from TASER through TASER's website (www.taser.com/support). If internet access is not available, then contact TASER by mail or toll-free telephone number at 800-978-2737. TASER will advise what parts need to be returned for repairs or replacement.

Purchaser is responsible for returning the defective product to: TASER International, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255 Attn: RMA Department; via prepaid postage by the Purchaser. For Purchasers outside the United States, and in order to comply with U.S. government export restrictions, Purchaser is responsible for returning the defective product to the TASER authorized distributor in the country where the product was purchased and the authorized distributor will then return the product to TASER or replace the product.

Purchaser must provide the following with the returned product in order to receive a 7–10 day processing time from the date of receipt of the returned product by TASER:

- RMA number on the outside of the package;
- Written information as to the nature of the problem;
- Proof of purchase of the product (receipt, purchase order, or invoice);
- Proof of purchase of an extended warranty, if applicable (receipt, purchase order, or invoice);
- Check or a credit authorization for the replacement fee specified on the TASER website, if applicable; and
- Name, physical address (no PO Boxes), and phone number of where to return the repaired or replaced item.

Failure to provide the required information will delay the return of the repaired or replaced item for 12 weeks or more. If Purchaser fails to provide the required information, including the RMA number, then TASER assumes no liability for loss of the returned product. Any TASER product that has not been paid for or for which the required information has not been provided during a period of 90 days after receipt of the TASER product by TASER is deemed abandoned and TASER may dispose of the TASER product without any compensation or further notification to Purchaser.

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