

**TASER International, Inc.'s Warranty, Limitations and Release  
Law Enforcement Products  
(Effective September 4, 2009)**

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

**Manufacturer's Limited Warranty**

TASER International warrants that its TASER® AXON™ Tactical Computer (ATC), ComHub user interface, HeadCam headgear, Synapse™ Evidence Transfer Manager (ETM), X3™ ECDs, X26™ ECDs, M26™ ECDs, Shockwave™ ECDs, Simulation Handles assembled by TASER International, TASER CAM™ recorders, ECD cartridges, and Smart Cartridges™ are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. ECD cartridges and Smart Cartridges™ that are expended are deemed to have operated properly. The TASER XREP™ ECD has a ONE (1) YEAR failure to fire manufacturer's limited warranty from the date of receipt when fired from an Approved Shotgun<sup>1</sup>. TASER-manufactured accessories, including, but not limited to: batteries; battery chargers; carrying cases; cables; USB data download kits; docking bars; headbands; evidence synch cables; holsters; DPM™, XDPM™, CDPM™, EPM™, TPM™, and Shockwave Power Magazine (SPM™) modules; and the X-Rail™ mounting system, are covered under a limited 90-DAY warranty from the date of receipt.<sup>2</sup> Non-TASER manufactured accessories are covered under the manufacturer'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 valid warranty claim is received by TASER International within the warranty period, TASER International agrees to repair or replace the product which TASER International determines in its sole discretion to be defective under normal use, as defined in the written or video instructions that accompanied the product at time of purchase. TASER International's sole responsibility under this warranty is to either repair or replace with the same product or a like product, at TASER International's option.

**Optional Extended Warranty for AXON Tactical Computer, X3, X26, and M26 ECDs**

The optional extended warranty for an AXON Tactical Computer, X3, X26, or M26 ECD may only be purchased during the 1-year limited warranty period. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. The extended warranty does not cover abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period. For customers who purchase an extended warranty, TASER International warrants it will repair or replace the TASER product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same product or a like product, at TASER International's option.

**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

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<sup>1</sup> An Approved Shotgun is a Mossberg® X12™ or a standard manufactured model 12-gauge single shot, double barrel, or pump action shotgun.

<sup>2</sup> Please be aware that a product's expiration date may not be the product's warranty expiration date.

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International's property. After the warranty period, TASER International may repair or replace a defective AXON Tactical Computer, Synapse ETM, X3 ECD, X26 ECD, M26 ECD, TASER CAM recorder, ECD cartridges, or Smart Cartridges for a fee. This warranty supersedes any prior, contrary, or additional representations, whether written or oral. This warranty is TASER International'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 International 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 International products or from the use of cartridges, batteries (and cells) or other parts, components or accessories that are not manufactured or recommended by TASER International; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a product or part that has been repaired or modified by persons other than TASER International authorized personnel or without the written permission of TASER International; or (e) if any TASER International 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 International 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 defects, and warranties against patent infringement. If statutory or implied warranties cannot be lawfully disclaimed, then 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 International may have. TASER International'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 International for the product. In no event will TASER International 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 International 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. Any repair to or replacement of any product under this warranty may result in a 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 International harmless from any and all liability arising out of the deployment, use, or misuse of the TASER product, including any claims for**


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**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 International is not liable for the failure of the TASER product to perform and TASER International is not liable for any claims made by a third party or by Purchaser for or on behalf of a third party.**

**Warranty Repair Procedure**

For warranty return and repair procedures, including troubleshooting guides, please go to TASER International's Web site ([www.TASER.com/support](http://www.TASER.com/support)) or EVIDENCE.COM, as indicated in the appropriate product user manual.

AXON, CDPM, DPM, EPM, ETM, EVIDENCE.COM, Shockwave, M26, Smart Cartridge, SPM, Synapse, TASER CAM, TPM, X3, X12, X26, XREP, X-Rail,  and 'Protect Life' are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.  
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