

**TASER International, Inc.'s Warranty, Limitations and Release – Law Enforcement Products – International Sales (Non-U.S. and Canada)**  
**(Effective May 6, 2011)**

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

**Manufacturer's Limited Warranty<sup>1</sup>**

TASER warrants that its TASER® X2™ ECDs, X3® ECDs, X3W™ (Wildlife) ECDs, X26™ ECDs, M26™ ECDs, Shockwave™ ECDs, Simulation Handles assembled by TASER, 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<sup>2</sup>. 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>3</sup>. TASER-manufactured accessories, including, but not limited to: batteries; battery chargers; carrying cases; cables; USB data download kits; holsters; DPM, XDPM, CDPM, PPM, TTPM, APPM, 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. 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 within the warranty period, TASER agrees to repair or replace the product which TASER 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's sole responsibility under this warranty is to either repair or replace with the same product or a like product, at TASER's option.

**Optional Extended Warranty for X2, X3, X3W, X26, and M26 ECDs**

The optional extended warranty, when available, for an X3, X3W, X26 or M26 ECD may only be purchased during the 1-year limited warranty period. The optional extended warranty, when available, for an X2 ECD may only be purchased at the point of sale of the ECD. 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. Purchaser may not buy more than one optional extended warranty for any one specific ECD. 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 warrants it will repair or replace the TASER product, which fails to function for any reason not excluded by this warranty, ONE (1) time during the extended warranty period with the

same product or a like product, at TASER's option. For products replaced under this optional extended warranty, the replacement product will have a ONE (1) YEAR manufacturer's limited warranty from the date of replacement or repair. Purchaser may not buy a new optional extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty.

**Exclusions and Limitations**

For products replaced under the manufacturer's limited warranty, 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, at its sole option, repair or replace a TASER product 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

<sup>1</sup> Please be aware that a product's estimated useful life or expiration date may not be the product's warranty expiration date.

<sup>2</sup> Broken blast doors are not covered under TASER's limited warranty.

<sup>3</sup> An Approved Shotgun is a Mossberg® X12™ or a standard manufactured model 12-gauge single shot, double barrel, or pump action shotgun.

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accidents, 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 authorized personnel or 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 defects, and warranties against patent infringement. If statutory or implied warranties cannot be lawfully disclaimed, 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 for the product. 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. 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 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](http://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**

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

If your product is capable of storing software programs, data, video or other information, you should protect its contents against possible operational failures. Before you deliver your product for warranty service it is your responsibility to download the product and keep a separate backup copy of the contents. IF YOU REQUIRE ATTEMPTED DATA RECOVERY THIS MUST BE SPECIFICALLY REQUESTED (AND A FEE MAY BE REQUIRED) OR THE CONTENTS OF YOUR PRODUCT WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF WARRANTY SERVICE. The product will be returned to you configured as originally purchased, subject to applicable updates. Recovery and reinstallation of software programs and user data are not covered under this warranty.

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EVIDENCE.com™, Shockwave™, Smart™, TASER®, TASER® CAM™, XREP®, X2™, X3®, X3W™, X12™, X26™, X-Rail™, Ⓢ and 'Protect Life' are trademarks of TASER International, Inc. © 2011 TASER International, Inc. All rights reserved.