

**TASER International, Inc.'s Sales Terms and Conditions**  
**Direct Sales to End User Purchasers**  
**(applies to all direct purchases by internet or phone)**  
**(Effective June 27, 2011)**

These Sales Terms and Conditions apply to your purchase of all TASER International, Inc. ("TASER") products purchased directly from TASER. Goods sold by TASER are expressly subject to and conditioned upon the terms and conditions set forth below. By accepting delivery of the product, you accept and are bound to these Sales Terms and Conditions. Any different or additional terms set forth by you, whether in your purchase order or another communication, are expressly objected to and will not be binding on TASER unless agreed to in writing by an authorized officer of TASER.

**Product Background Checks.** Some products require that you complete a background check before you will be allowed to purchase the product. For U.S. buyers, the TASER® C2® electronic control device ("ECD") requires an identification and felony background check to activate the device. The C2 ECD background check may be completed via the Internet at <https://activate.taser.com/c2activation/> or by calling 1.888.827.3788. You must complete and pass the C2 ECD background check to obtain the activation code for the device.

**AFID Registration.** For the TASER ECDs and TASER cartridges, you must complete the product registration and, where applicable, return to TASER the Anti-Felon Identification ("AFID") registration card that is included with the TASER product. Failure to promptly return the AFID registration card may void any TASER warranty.

**Final Sales.** All sales are final and no refunds are allowed for TASER law enforcement, military, and corrections products, cartridges and accessories.

**Return Policies; Exchanges for TASER Citizen Products.** All sales are final and no refunds or exchanges are allowed, except as provided by state or federal law and as specified below:

**15-Day Return Period for Certain ECDs, Cartridges and Accessories:** The TASER C2 ECD, M26C™ ECD, X26C™ ECD, TASER cartridges for citizen products, and accessories for citizen products that are unopened and still in their sealed package may be returned or exchanged within 15 days from the date of receipt of the product for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. For a TASER C2 ECD to qualify under the 15-day return policy it must not be activated and no attempted activation may have been made. Any product returned to TASER **without prior authorization** from TASER will be considered an **unauthorized** return, and the customer will not receive credit for the product and TASER will not ship the product back to you.

TASER will not accept any exchanges or returns of TASER C2 ECDs that have been activated or where activation was attempted.

**Restocking Fees:** Unless the product is defective or the return is a direct result of a TASER error, TASER may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

**How to Return a Product:** Before returning a product, you must first contact TASER customer service and obtain a Return Material Authorization (“RMA”) number before the end of the applicable return period. TASER will not accept returns without an RMA number. See the Product Warranty, [www.TASER.com](http://www.TASER.com), or contact TASER at 800.978.2737 or +1.480.905.2000 (for International callers) for information on how to obtain an RMA number. NOTE: You must ship the product to TASER within 5 days of the date that TASER issues the RMA number as follows:

- ship back **all** products you are seeking to return to TASER and for which you received a RMA number. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions;
- return the products in their original packaging, in as-new condition, along with any media, documentation, and any other items that were included in your original shipment;
- ship the products at your expense, and insure the shipment or accept the risk of loss or damage during shipment;
- place the RMA number on the outside of the package;
- include proof of purchase of the product (receipt, purchase order, or invoice); and
- include your name, address, and phone number of where to send the exchange item or the product credit or refund.

Upon receipt of your return, TASER will issue a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees subject to this policy.

If you fail to follow the return or exchange instructions and policies provided by TASER, TASER is not responsible for product that is lost, damaged, modified, or otherwise processed for disposal or resale.

**Payment Terms.** Terms of payment are within TASER’s sole discretion, and unless otherwise agreed to by TASER, payment must be received by TASER prior to TASER’s acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by TASER. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. TASER may invoice parts of an order

separately. Your order is subject to cancellation by TASER, in TASER's sole discretion. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and reserves the right to cancel any orders resulting from such errors.

**Taxes.** Unless you provide TASER with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with the order.

**Shipping; Title; Risk of Loss.** Shipping and handling are additional unless otherwise expressly indicated at the time of sale. TASER reserves the right to make partial shipments unless specifically stated otherwise on your purchase order. Products may ship from multiple locations. Title and risk of loss passes from TASER to you on upon delivery to the common carrier by TASER. Any loss or damage that occurs during shipment is your responsibility. You must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only. Delivery is typically 2–6 weeks after receipt of order or payment.

**Excusable delays.** TASER will use commercially reasonable efforts to deliver all products ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of TASER, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, TASER has the right, in its sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

**Not For Resale or Export.** You agree and represent that you are buying only for your own use only, and not for resale or export. Shipping TASER products out of the United States is restricted by U.S. federal law and neither the TASER product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce and a signed BIS-711 on file with TASER.

**Regulations and Restrictions.** You agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of TASER products including your acceptance of responsibility for the payment of any relevant taxes or duties. Please go to the TASER website ([www.TASER.com](http://www.TASER.com)) or contact TASER's Customer Service Department for a list of known regulations and restrictions regarding the sale, possession, and use of TASER products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

**Warranty; Exclusions and Limitations; Release.** See TASER's website ([www.TASER.com](http://www.TASER.com)) for warranty provisions, warranty exclusions, release and any limitations of liability. **To the extent permitted by law, TASER's warranty and the remedies set forth in that warranty 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 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 the warranty document.

The remedies provided for in the 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 Buyer 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 the 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.

Buyer 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. Buyer 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 Buyer for or on behalf of a third party.

**Product Warnings.** See TASER's website at [www.TASER.com](http://www.TASER.com) for the most current product warnings.

**Proprietary information.** You agree that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products, and that you will not directly or indirectly cause any proprietary rights to be violated.

**Design changes.** TASER reserves the right to make changes in design of any of its products without incurring any obligation to notify you or to make the same change to products previously purchased.


Title: TASER International, Inc.'s Sales Terms and Conditions – Direct Sales to End User Purchasers  
Department: Legal  
Version: 3.0  
Release Date: 6/27/2011

---

**Severable Provisions.** If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

**Entire Agreement.** These Sales Terms and Conditions constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements are intended to be discharged or nullified.

**Governing law.** The laws of the State of Arizona, U.S.A. govern this transaction and agreement, without regard to conflicts of law.

M26C™, X26C™, 'Protect Life' and  are trademarks of TASER International, Inc., and C2® and TASER® are registered trademarks of TASER International, Inc., registered in the U.S.  
© 2011 TASER International, Inc. All rights reserved.