

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

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

Manufacturer's Limited Warranty

TASER International 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 International warrants that its C2™ ECD is free from defects in workmanship and materials for a period of 90 DAYS from the date of receipt. 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; USB data download kits; holsters; DPM™, and XDPM™ are covered under a limited 90-DAY warranty from the date of receipt.¹ TASER International 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 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 defect arises and a valid claim is received by TASER International within the warranty period, TASER International agrees to repair or replace a defective product which, under normal use, as defined in the written and video instructions that accompanied the product at time of purchase, and as determined in TASER International's sole discretion, fails to function within the warranty period. TASER International's sole responsibility under this warranty is to repair or replace with the same product or a like product, at TASER International's option, for a product determined to be defective by TASER International. TASER International will undertake the repair, replacement, or refund 1 time during the limited warranty period. After the warranty period, TASER International will repair or replace a defective X26C or M26C ECD for a fee as specified on TASER International's Web site (www.TASER.com). A replacement product assumes the remaining warranty of the original product or 90 days from the date of replacement or repair, whichever provides longer coverage to the Purchaser. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER International's property.

Lifetime Replacement Guarantee

When a 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 International will replace the TASER X26C, M26C, or C2 ECD free

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

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of charge, with the same product or a like product, at TASER International's option, if the Purchaser provides, within one year following the event, the following information to TASER International, 17800 North 85th Street, Scottsdale, Arizona 85255 Attn: Customer Service:

- a copy of the official police report documenting the incident 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, address, and phone number of where to send the replaced item.

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

TASER International'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.

Optional Extended Warranty for X26C and M26C ECD and Manufacturer's Extended Warranty for the C2 ECD

The optional extended warranty for an X26C and M26C ECD may only be purchased during the 1-year limited warranty period. The optional manufacturer's extended warranty for the C2 ECD may only be purchased at the time of activation.

The extended warranty for an X26C or M26C ECD 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 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 International warrants it will repair or replace the TASER ECD, which fails to function for any reason not excluded by this warranty, 1 time during the extended warranty period with the same product or a like product. For the X26C and M26C ECDs, the replacement unit will have a 1-year limited warranty beginning on the date of receipt by Purchaser of the replacement unit. For the C2 ECD, the replacement unit will have a 90-day limited warranty beginning on the date of receipt. Purchaser has the option of buying a new optional extended warranty for the C2 ECD replacement unit at the time of activation. Purchaser has the option of buying a new optional extended warranty for the X26C or M26C ECD replacement unit during the replacement unit's limited warranty period.

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Exclusions and Limitations

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 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 International authorized personnel and 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 TASER International 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 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 by Purchaser for the product, notwithstanding third party purchases. 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. TASER International disclaims

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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 International 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 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

Please access and review the online troubleshooting guide on TASER International's Web site (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 International'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 International through TASER International's Web site (www.TASER.com/support). If internet access is not available, then contact TASER International by mail or toll-free telephone number at 800-418-9283 or +1.480.905.2000 (for International callers). TASER International 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. 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 International authorized distributor in the country where the product was purchased and the authorized distributor will then return the product to TASER International 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 International:

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- RMA number on the outside of the package;
- Written information as to the nature of the defect;
- 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 International Web site, if applicable; and
- Name, address, 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 International 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 International is deemed abandoned and TASER International may dispose of the TASER product without any compensation or further notification to Purchaser.

C2, DPM, M26C, X26C, XDPM, 'Protect Truth,' 'Protect Life' and  are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. © 2009 TASER International, Inc.