

Axon Enterprise, Inc.'s Warranty, Limitations and Release – Citizen Products (Effective March 27, 2020)

The following Axon Enterprise, Inc. (“Axon”) warranty provisions are applicable on all sales or transfers of TASER Citizen Products, including TASER conducted energy weapons (CEWs).¹ The terms “Purchaser,” “your,” and “you” mean any purchaser, transferee, possessor, or user of the Axon brand Citizen Products.

Manufacturer’s Limited Warranty²

Axon warrants that its citizen model CEWs (Pulse, Pulse+, X26P Professional Series, X2 Professional Series, and C2) and cartridges are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Cartridges that are expended are deemed to have operated properly. Axon-manufactured accessories, including, but not limited to: batteries and battery packs; battery chargers; carrying cases; cables; holsters; and camera mounts are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturers’ 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 Axon within the warranty period, Axon agrees to repair or replace the product which Axon determines in its sole discretion to be defective under normal use, as defined in the product instructions. Axon’s sole responsibility under this warranty is to either repair or replace with the same or like product, at Axon’s option. Axon will undertake the repair, replacement, or refund one time during the warranty period.

This warranty does not cover hardware purchased from non-Axon approved third-party resellers.

The TASER Safe Escape

When a citizen model CEW is used in self-defense, the CEW may be deployed and left behind, providing you an opportunity to achieve separation from an attacker and to contact law enforcement. Axon will replace the citizen model CEW free of charge, with the same or like product, at Axon’s option, if you provide, within 1 year following the event, the following information to Axon, 17800 North 85th Street, Scottsdale, Arizona 85255 Attn: Customer Service:

- copy of the official police report documenting the incident, citing your 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
- your name, physical address (no P.O. Boxes allowed), and phone number of where to send the replaced item.

You are responsible for any expedited shipping or handling costs for the replacement CEW.

The TASER Safe Escape is not available or applicable: (a) on any international (Non-United States) sales or uses of Axon body camera products; or (b) to any Purchaser who uses the CEW for a commercial/professional purpose.

Exclusions and Limitations

A replacement product will be new or like new and 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 your property and the replaced item becomes Axon’s property. After the warranty period, Axon may, at its sole option, repair or replace a product for a fee. A paid-for out-of-warranty repair or replacement product comes with the manufacturer’s limited warranty.

This warranty does not apply to any non-Axon branded hardware or software, including mobile applications, even if such hardware or software are packaged or sold with Axon hardware. Manufacturers, suppliers, and software providers other than Axon may provide their own warranties. Please check with the applicable manufacturer, supplier, or software provider for further information.

This warranty also does not apply to and Axon 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-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (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 Axon authorized personnel or without the written permission of Axon; or (e) if any Axon 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. Axon 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 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 Axon may have. Axon’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 Axon product will not exceed the purchase price paid to Axon by for the product, notwithstanding third-party purchases. In no event will Axon 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 Axon 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

¹ The warranty does not apply to software or services offered for, by, on, or through the Axon.com or Axon

Evidence (Evidence.com) websites. This warranty only applies to hardware.

² A product’s estimated useful life or expiration date may not be the product’s warranty expiration date.

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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.

Release

You agree to release and save Axon harmless from any and all liability arising out of the deployment, use or misuse of the Axon product, including any claims for damages and personal injuries. You agree 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 Axon product. Axon is not liable for the failure of the Axon product to perform and Axon is not liable for any claims made by a third party or by you for or on behalf of a third party.

Product Registration

To register your product, please go to <https://buy.taser.com/pages/device-registration>. Registration of your product allows Axon 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 warranty rights.

Warranty Repair Procedure

If the product is not functioning properly, please follow the warranty repair procedure outlined in this document. To make a warranty claim, verify that your 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 Axon through Axon’s website <https://buy.taser.com/pages/returns-repairs-and-exchanges>. If internet access is not available, contact Axon by mail. Axon will advise what parts need to be returned for repairs or replacement.

You are responsible for returning the product to: Axon Enterprise, 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, non-U.S. Purchasers are responsible for returning the product to the Axon authorized distributor in the country where the product was purchased, and the

authorized distributor will then return the product to Axon or replace the product.

You 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 Axon:

- 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);
- check or a credit authorization for the replacement fee specified on the Axon website, if applicable; and
- your name, physical address (no P.O. Boxes), and phone number of where to return the repaired or replaced item.

Failure to provide the required information for the returned product will delay the return of the repaired or replaced item. If you fail to provide the required information, including the RMA number, then Axon assumes no liability for loss of the returned product. Any product that has not been paid for, when required, or for which the required information has not

been provided during a period of 90 days after receipt of the product by Axon is deemed abandoned and Axon may dispose of the product without any compensation or further notification to you.

During warranty service, the contents of the storage media will be deleted and reformatted. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services. The product will be returned to you configured as originally purchased, subject to applicable firmware updates. Recovery and reinstallation of software programs and user data are not covered under this warranty.

General

This warranty supersedes any prior, contrary, or additional representations, whether written or oral. This warranty is Axon’s only hardware warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person. This warranty is non-transferable.

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