

**Axon Enterprise, Inc.'s Hardware Warranty, Limitations and Release for Law Enforcement Energy Weapon Products and On-Officer Cameras  
for International Sales (Non-U.S., Canada, Australia)  
(Effective March 14, 2024)**

The following Axon Enterprise, Inc. (Axon) warranty provisions are applicable on all sales or transfers of Axon Law Enforcement Products, including TASER energy weapons, on-officer audio/video cameras and related accessories<sup>1</sup> outside the U.S., Canada, and Australia. The term "Purchaser" means any purchaser, possessor, or user of the Axon products. BY USING THE AXON PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE WARRANTY AS SET OUT BELOW.

**Manufacturer's Limited Warranty<sup>2</sup>**

Axon warrants that its Law Enforcement Hardware Products<sup>3</sup> are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Energy weapon cartridges and Smart cartridges that are expended are deemed to have operated properly<sup>4</sup>. Axon-manufactured accessories<sup>5</sup> are covered under a limited 90-DAY warranty from the date of receipt. Axon warrants that its Axon Signal Sidearm is free from defects in workmanship and materials for a period of 30-MONTHS from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. In the event any country imposes a longer express warranty term than that described in this warranty document, then the country'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.

If a Sky-Hero product is within warranty and repairable, Axon will send Purchaser a refurbished product. Axon will keep any damaged parts. If a Sky-Hero product is unrepairable or out of warranty, Axon will send a replacement product to Purchaser for a discounted price. Axon will keep the returned product and may reuse parts of the product at Axon's discretion.

**Optional Extended Hardware Warranty for Axon Flex, Axon Flex 2, Axon Body 2, Axon Body 3, Axon Body 4, Axon Fleet, Axon Fleet 2, Axon Fleet 3, Evidence.com Dock, Axon Dock, Axon Body 3 Dock, Axon Body 4 Dock, TASER Weapons Dock, TASER CAM HD X2, X26, X26P, TASER 7, TASER 10, and TASER VR Controllers**

The optional extended warranty, when available, may only be purchased at the time of product point of sale. 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 extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period.<sup>6,7</sup> For customers who purchase an extended warranty, Axon warrants it will repair or replace the Axon product, which fails to function for any reason not excluded by this warranty, ONE (1) time during the

extended warranty period with the same or like product, at Axon'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 extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty.

**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 Purchaser's property and the replaced item becomes Axon's property. After the warranty period, Axon may, at its sole option, repair or replace a Axon product for a fee.

This warranty does not apply and Axon will not be responsible for any loss, data 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.

<sup>1</sup> The warranty does not apply to software or services offered for, by, on, or through the Axon.com, or Axon Evidence (Evidence.com) websites, or other Axon sources. This warranty only applies to hardware.

<sup>2</sup> A product's estimated useful life or expiration date may not be the product's warranty expiration date.

<sup>3</sup> Axon Law Enforcement Hardware Products include TASER 7, TASER 10, TASER X2, X26, X26P, and M26 energy weapons, Simulation Devices assembled by TASER, TASER virtual reality (VR) controllers TASER CAM and TASER CAM HD recorders, energy weapon cartridges, and Smart Cartridges, TASER Weapons Dock and core, TASER 7 and TASER 10 battery, Axon Flex camera (including the universal magnetic clip), Axon Flex 2 camera, Axon Body 2 camera, Axon Body 3 camera, Axon Body 4 camera, Axon

Fleet camera, Axon Fleet 2 camera, Axon Fleet 3 camera, Axon Body 4, Evidence.com Docks, Axon Docks, Axon Body 3 docks, Axon Body 4 Docks, and any successor TASER energy weapon products, on-officer audio/video cameras and related accessories.

<sup>4</sup> Broken blast doors are not covered under TASER's limited warranty.

<sup>5</sup> Axon-manufactured accessories, including, but not limited to: the Axon Body 4 POV module, batteries; battery chargers; carrying cases; cables; USB data download kits; holsters; DPM, XDPM, CDPM, PPM, TPPM, APPM, TPM, and SPPM modules; the Axon Signal Unit (ASU); and the X-Rail mounting system.

<sup>6</sup> The manufacturer's limited warranty provides coverage for Axon Flex camera, Axon Flex 2 camera, Axon Flex controller, Axon Flex 2 controller, Axon Body 2 batteries, Axon Body 3 batteries, or Axon Body 4 batteries that have failed or are exhibiting diminished capacity

as result of a manufacturing defect. Under the extended warranty, replacement of the Axon Flex camera battery and Axon Flex 2 camera battery are covered, but replacement of the Axon Flex controller battery, Axon Flex 2 controller battery, Axon Body 2 battery, Axon Body 3 battery, and Axon Body 4 battery are not covered. Axon Body 3 cameras which have received a paid-for out-of-warranty battery replacement service will include a 1-year warranty for the replacement battery only.

<sup>7</sup> Axon will provide the Purchaser with 2 extra batteries for each Axon Signal Sidearm unit upon the initial shipment. In the event the Agency needs additional batteries during the Axon Signal Sidearm Term, the Purchaser may request the batteries through Axon's RMA process.

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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 by 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 for the product. 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 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**

Purchaser agrees to release Axon 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. 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 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 Purchaser for or on behalf of a third party.

**Purchaser Responsibilities and Product Registration**

Purchaser should update product software and/or firmware as they become available through Axon, as well as perform periodic data uploads to Evidence.com services or download/backup copies of the information, data, and/or video contained on the Axon product storage media to protect the contents and as a precaution against possible operational failures.

To register your Axon product, please go to [www.axon.com/register](http://www.axon.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 Axon's websites [www.axon.com/support](http://www.axon.com/support) or [www.evidence.com](http://www.evidence.com), as indicated in the appropriate product user manual or quick start guide.

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.<sup>8</sup> 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 updates. Recovery and reinstallation of software programs and user data are not covered under this warranty. *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.*

**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, including any extended warranty, is non-transferable.

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<sup>8</sup> The M26 energy weapon is not compatible with Axon Evidence or Evidence Sync. Use the dataport download software to download records from the M26 energy weapon to your computer.