

LIMITED FACTORY WARRANTY

The Byrna HD personal security device is warranted by Security Devices International, Inc., solely to the end user, to be delivered free from factory defects in materials and workmanship for a period of one year from the original date of purchase. To obtain warranty coverage, the warranty holder must (i) provide proof of original purchase, and (ii) the defective device must be safely and securely packaged and shipped before the expiration of the warranty period to SDI's designated service center in accordance with instructions provided with the Return Merchandise Authorization. The buyer's remedy under this warranty is limited, at the sole option of SDI, to a refund or credit to buyer of the v price, or replacement of the defective device or other product.

EXCLUSIVITY OF WARRANTY AND LIMITATION OF REMEDIES

The remedy set forth above is the exclusive remedy for breach of the foregoing warranty. Except for the limited warranty expressly set forth above, SDI makes no express or implied warranties or representations with respect to any Byrna products, including any warranty of merchantability, warranty of fitness for a particular purpose, or warranty against infringement of intellectual property rights of a third-party. Buyers and owners are prohibited from making any warranty or representation regarding any Byrna product that is inconsistent with the express, limited factory warranty set forth above.

PROHIBITED USES, ALTERATION, VOIDABILITY OF WARRANTY

Owners should not attempt taking apart or repairing of the Byrna HD, or using it with any unauthorized or incompatible accessories, projectiles, or gas cartridges. Any alteration, abuse, misuse, neglect, or attempt to disassemble the device or use or install any unapproved third party product may void the warranty. The warranty also may be voided if the Byrna or any accessory or other product is improperly handled, stored or shipped.

END USER'S ASSUMPTION OF RISK

Before use, the user shall determine the suitability of the product for its intended use, read and understand all instructions, warnings and safety considerations provided in this manual, take all reasonable precautions to ensure its safe use, and assume all risks and liabilities in connection with the purchase, possession, and discharge of the Byrna. SDI shall have no liability nor shall it assume any obligation to the purchaser of any Byrna device or any third party for any special, non-compensatory, consequential, indirect, incidental, statutory, or other damages whatsoever, including, without limitation, punitive damages, lost profits, lost opportunities, lost revenue, loss of consortium, or other damage loss or injury whatsoever, regardless of the form of action and regardless of whether it sounds in contract, negligence, statutory or common law liability, or otherwise, known or unknown, even if foreseeable or explicitly informed, in any amount greater than the amounts paid by buyer to SDI for the products, unless due to the gross negligence or willful misconduct of SDI. The limitations set forth above shall be deemed to apply to the maximum extent permitted by applicable law and notwithstanding the failure of the essential purpose of any limited remedies. Any buyer who does not agree to this assumption of risk may return the products purchased, in their original packaging, unused, and in original condition within 7 days of purchase.