

Segway® Personal Transporter Limited Warranty (United States)

Segway Inc. of 14 Technology Drive, Bedford, NH 03110 (“Segway”) provides this limited warranty to original purchasers (and transferees, as provided below) of new and certified used Segway Personal Transporters (“Segway PTs”), separately purchased Segway authorized parts, Accessories, and Service Repair purchased in and situated in the United States. The term, “original purchaser”, as used herein, means the first retail purchaser who acquires the new and certified used Segway PT, separately purchased Segway authorized parts, or Accessory from Segway or a Segway Authorized Dealer. The term, “purchaser”, as used herein, refers to the original purchaser and to any person who acquires the Segway PT, separately purchased Segway authorized parts, Accessories, and Service Repair during the period of limited warranty coverage and so notifies Segway of the Segway PT purchase within ten days of acquiring the Segway PT at www.segway.com.

Subject to the exclusions, limitations and conditions stated below, for a new Segway PT Segway warrants the Segway PT Power Base, the InfoKey Controller, the batteries and the foregoing separately purchased parts against defects in materials and workmanship for a period of one (1) year from date of delivery to the original purchaser.

Subject to the exclusions, limitations and conditions stated below, for a certified used Segway PT Segway guarantees the Segway PT Power Base (except for Gen I Handlebar/Control Shaft Assembly), the InfoKey Controller, the batteries and the foregoing separately purchased parts (except for Gen I Handlebar/Control Shaft Assembly) against defects in materials and workmanship for a period of one hundred eighty (180) days from date of delivery to the original purchaser.

Subject to the exclusions, limitations and conditions stated below, Segway warrants all other components of the new and certified used Segway PT, including, without limitation: Handlebar/Control Shaft Assembly; Parking Stand; Grips (including both components of the Gen I Steering Grip); Trim (including Console Trim, Wheel Caps, Emblem, Front and Rear Fascias, Gear Box Covers); Mats; Wheels; Tires (including Inner Tubes); Gen I Keys; InfoKey Dock; Fenders; Power Cord; Charge Port Cover; Display Bezel; Control Shaft Clamp; Accessories currently sold by Segway; the foregoing separately purchased parts; and Service Repair against defects in materials and workmanship for a period of ninety (90) days from date of delivery to the original purchaser.

“Accessory” means a product sold by Segway for use with a Segway PT, including Segway PT packages.

“Service Repair” means any repair performed by Segway on a Segway PT or component part. Segway shall solely determine whether the cause of any failure is a component part or a Service Repair. Segway shall, within a reasonable period of time perform Service Repair subject to the exclusions, limitations, and conditions stated below.

Subject to the exclusions, limitations and conditions stated below, any component part replaced during the applicable warranty period will qualify for repair and replacement for the balance of the original applicable warranty. During the applicable limited warranty period, Segway shall, within a reasonable period of time, repair or replace, at its election, (with new or reconditioned parts of the same or similar style and with upgraded software, if appropriate) the defective component of the Segway PT or Accessory subject to the exclusions, limitations, and conditions stated below. Segway may elect to simultaneously replace non-defective parts that are part of a sub-assembly that contains the defective component. Any replaced components, parts or accessories (defective parts and parts that are part of such a sub-assembly) will become the property of Segway.

This Limited Warranty does not cover damage to a Segway PT, component part, or Accessory caused by any of the following: all external causes such as (without limitation) dropping, accident, collision, fire, immersion in water, freezing, or striking objects; misuse such as riding over obstacles, over loading, racing, or otherwise using the Segway PT, component part, or Accessory contrary to the instructions and warnings contained in the user materials issued by Segway (the “User Materials”); altering or modifying the Segway PT, component part, or Accessory; loosening or opening the Console Cover Plate of the Segway PT or otherwise accessing the components within the Power Base (Controller Boards, Balance Sensor Assembly, Motors, Gear Box, and internal wiring) without authority from Segway; damage to the Parking Stand caused by stepping on or moving the Segway PT with the Parking Stand deployed; deterioration of paint, trim, and appearance items that results from use and/or exposure to the elements; cleaning with a high-pressure water system, abrasives, or solvents;

exposure to environmental conditions beyond the limits stated in the User Materials; failure to properly maintain or improperly servicing the Segway PT, component part, or Accessory; damage caused by use of non-Segway parts or attachments; improper charging of the Segway PT; or shipping of the Segway PT in boxes other than those recommended by Segway. See the User Materials for proper use, maintenance, and charging of a Segway PT, component part, or Accessory.

To obtain repair or replacement under this Limited Warranty, the purchaser must contact an Authorized Segway Dealer within the applicable limited warranty period. Find the closest Authorized Segway Dealer on www.segway.com. If you are unable to contact your local Authorized Segway Dealer you may contact Segway toll free at 866 4SEGWAY (866-473-4929).

When contacting the Authorized Segway Dealer be prepared to describe the problem as well as provide proof of purchase, proof of date of delivery to the original purchaser, and serial number of the Segway PT. If the purchaser is unable to resolve the problem with the assistance of the Authorized Segway Dealer, and if this Limited Warranty applies, the Authorized Segway Dealer will contact Segway’s Service Center to determine the procedure to be followed to repair or replace the Segway PT, defective component, or Accessory, which may include, at Segway’s election:

Segway may provide purchaser with a Return Materials Authorization number (“RMA#”). Purchaser shall then deliver the Segway PT, defective component, or Accessory to Segway or Segway’s Authorized Dealer or other service provider, (as instructed by Segway), properly packaged (so as to prevent damage during shipment) and with the RMA# written on the outside of the packaging. Because of shipping restrictions, Segway may require that purchaser, in order to obtain warranty service on a Lithium-ion battery, ship to Segway, Segway’s Authorized Dealer, or other service provider the Segway PT with the Lithium-ion battery pack installed on the Segway PT. If the returned Segway PT, component part or Accessory is defective and this Limited Warranty applies, Segway (or Segway’s Authorized Dealer or other service provider) shall, within a reasonable period of time, repair the Segway PT, or repair or replace the defective component, or Accessory. Purchaser shall then pick up the repaired Segway PT or repaired or new or reconditioned component, or Accessory from Segway or Segway’s Authorized Dealer or other service provider. Purchaser shall pay the cost of shipping to Segway or Authorized Dealer or other service provider and purchaser shall bear the risk of loss during shipping for any Segway PT, defective component, or Accessory for which purchaser claims this Limited Warranty applies. If this Limited Warranty applies, Segway shall be responsible for paying the cost of shipping to the Authorized Dealer or other service provider or purchaser when returning the Segway PT, replacement part, or Accessory.

Segway’s obligations and liability for any defects in any Segway PT, component part, or Accessory are limited to repair or replacement of defective parts as required by this Limited Warranty. Segway neither assumes (nor authorizes anyone to assume for it) any other obligation or liability in connection with a Segway PT, component part, Accessory, Service Repair, or this Limited Warranty. Segway is not responsible for any loss of use of a Segway PT, component part, or Accessory or for any inconvenience or other loss or damage which might be caused from any defect in a Segway PT, component part, Accessory, or Service Repair or for any other incidental or consequential damages the Purchaser may have as a result of any defect in a Segway PT, component part, Accessory, or Service Repair.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO SEGWAY PTs, COMPONENT PARTS, ACCESSORIES, AND SERVICE REPAIR. SEGWAY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER APPLICABLE LAW. ANY SUCH IMPLIED WARRANTIES WHICH MAY BE REQUIRED BY LAW AND ARE NOT DISCLAIMED HEREBY ARE LIMITED, TO THE EXTENT ALLOWED BY LAW, TO THE APPLICABLE PERIOD OF THIS LIMITED WARRANTY, OR TO THE APPLICABLE TIME PERIOD PROVIDED BY THE APPLICABLE STATE LAW, WHICHEVER PERIOD IS SHORTER. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO SOME PURCHASERS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO SOME PURCHASERS.

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Segway® Personal Transporter Limited Guarantee (International)

Segway Inc. of 14 Technology Drive, Bedford, New Hampshire 03110 USA (“Segway”) provides this limited guarantee to original purchasers (and transferees, as provided below) of new and certified used Segway Personal Transporters (“Segway PTs”), separately purchased Segway authorized parts, Accessories, and Service Repair purchased and situated outside the United States. The term, “original purchaser”, as used herein, means the first retail purchaser who acquires the new and certified used Segway PT, separately purchased Segway authorized parts, or Accessory from Segway or a Segway Authorized Distributor. The term, “purchaser”, as used herein, refers to the original purchaser and to any person who acquires the Segway PT, separately purchased Segway authorized parts, Accessory, or Service repair during the period of limited warranty coverage and so notifies Segway at www.segway.com within ten days of acquiring the Segway PT.

Subject to the exclusions, limitations and conditions stated below, for a new Segway PT Segway guarantees the Segway PT Power Base, the InfoKey Controller, the batteries and the foregoing separately purchased parts against defects in materials and workmanship for a period of one (1) year from date of delivery to the original purchaser.

Subject to the exclusions, limitations and conditions stated below, for a certified used Segway PT Segway guarantees the Segway PT Power Base (except for Gen I Handlebar/Control Shaft Assembly), the InfoKey Controller, the batteries and the foregoing separately purchased parts (except for Gen I Handlebar/Control Shaft Assembly) against defects in materials and workmanship for a period of one hundred eighty (180) days from date of delivery to the original purchaser.

Subject to the exclusions, limitations and conditions stated below, Segway guarantees all other components of the new and certified used Segway PT, including, without limitation: Handlebar/Control Shaft Assembly; Parking Stand; Grips (including both components of the Gen I Steering Grip); Trim (including Console Trim, Wheel Caps, Emblem, Front and Rear Fascias, Gear Box Covers); Mats; Wheels; Tires (including Inner Tubes); Gen I Keys; InfoKey Dock; Fenders; Power Cord; Charge Port Cover; Display Bezel; Control Shaft Clamp; Accessories currently sold by Segway; the foregoing separately purchased parts; and Service Repair against defects in materials and workmanship for a period of ninety (90) days from date of delivery to the original purchaser.

“Accessory” means a product sold by Segway for use with a Segway PT, including Segway PT packages.

“Service Repair” means any repair performed by Segway on a Segway PT or component part. Segway shall solely determine whether the cause of any failure is a component part or a Service Repair. Segway shall, within a reasonable period of time, perform Service Repair subject to the exclusions, limitations, and conditions stated below.

Subject to the exclusions, limitations and conditions stated below, any component part replaced during the applicable guarantee period will qualify for repair and replacement for the balance of the original applicable guarantee. During the applicable limited guarantee period, Segway shall, within a reasonable period of time, repair or replace, at its election, (with new or reconditioned parts of the same or similar style and with upgraded software, if appropriate) the defective component of the Segway PT or Accessory subject to the exclusions, limitations, and conditions stated below. Segway may elect to simultaneously replace non-defective parts that are part of a sub-assembly that contains the defective component. Any replaced components, parts or accessories (defective parts and parts that are part of such a sub-assembly) will become the property of Segway.

This Limited Guarantee does not cover damage to a Segway PT, component part, or Accessory caused by any of the following: all external causes such as (without limitation) dropping, accident, collision, fire, immersion in water, freezing, or striking objects; misuse such as riding over obstacles, over loading, racing, or otherwise using the Segway PT, component part, or Accessory contrary to the instructions and warnings contained in the user materials issued by Segway (the “User Materials”); altering or modifying the Segway PT, component part, or Accessory; loosening or opening the Console Cover Plate of the Segway PT or otherwise accessing the components within the Power Base (Controller Boards, Balance Sensor Assembly, Motors, Gear Box, and internal wiring) without authority from Segway; damage to the Parking Stand caused by stepping on or moving

the Segway PT with the Parking Stand deployed; deterioration of paint, trim, and appearance items that results from use and/or exposure to the elements; cleaning with a high-pressure water system, abrasives, or solvents; exposure to environmental conditions beyond the limits stated in the User Materials; failure to properly maintain or improperly servicing the Segway PT, component part, or Accessory; damage caused by use of non-Segway parts or attachments; improper charging of the Segway PT; or shipping of the Segway PT in boxes other than those recommended by Segway. See the User Materials for proper use, maintenance, and charging of a Segway PT, component part, or Accessory.

To obtain repair or replacement under this Limited Guarantee, the purchaser must contact an Authorized Segway Distributor within the applicable limited guarantee period. Find the closest Authorized Segway Distributor on www.segway.com. If you are unable to contact your local Authorized Segway Distributor you may contact Segway toll free at + 866 4SEGWAY (+ 866-473-4929).

When contacting the Authorized Segway Distributor be prepared to describe the problem as well as provide proof of purchase, proof of date of delivery to the original purchaser, and serial number of the Segway PT. If the purchaser is unable to resolve the problem with the assistance of the Authorized Segway Distributor, and if this Limited Guarantee applies, the Authorized Segway Distributor will contact Segway’s Service Center to determine the procedure to be followed to repair or replace the Segway PT, defective component, or Accessory, which may include, at Segway’s election:

Segway may provide purchaser with a Return Materials Authorization number (“RMA#”). Purchaser shall then deliver the Segway PT, defective component, or Accessory to Segway or Segway’s Authorized Distributor or other service provider, (as instructed by Segway), properly packaged (so as to prevent damage during shipment) and with the RMA# written on the outside of the packaging. Because of shipping restrictions, Segway may require that purchaser, in order to obtain guarantee service on a Lithium-ion battery, ship to Segway or the Authorized Segway Distributor or other service provider the Segway PT with the Lithium-ion battery pack installed on the Segway PT. If the returned Segway PT, component part or Accessory is defective and this Limited Guarantee applies, Segway (or Segway’s Authorized Distributor or other service provider) shall, within a reasonable period of time, repair the Segway PT, or repair or replace the defective component, or Accessory. Purchaser shall then pick up the repaired Segway PT, or repaired or new or reconditioned component, or Accessory from Segway or Segway’s Authorized Distributor or other service provider. Purchaser shall pay the cost of shipping to Segway or Authorized Distributor or other service provider and purchaser shall bear the risk of loss during shipping for any Segway PT, defective component, or Accessory for which purchaser claims this Limited Guarantee applies. If this Limited Guarantee applies, Segway shall be responsible for paying the cost of shipping to the Authorized Distributor or other service provider or purchaser when returning the Segway PT, replacement part, or Accessory.

Segway’s obligations and liability for any defects in any Segway PT, component part, or Accessory are limited to repair or replacement of defective parts as required by this Limited Guarantee. Segway neither assumes (nor authorizes anyone to assume for it) any other obligation or liability in connection with a Segway PT, component part, Accessory, Service Repair or this Limited Guarantee. Segway is not responsible for any loss of use of a Segway PT, component part, or Accessory or for any inconvenience or other loss or damage which might be caused from any defect in a Segway PT, component part, Accessory, or Service Repair or for any other incidental or consequential damages the Purchaser may have as a result of any defect in a Segway PT, component part, Accessory, or Service Repair.

THIS LIMITED GUARANTEE IS THE ONLY GUARANTEE APPLICABLE TO SEGWAY PTs, COMPONENT PARTS, ACCESSORIES, AND SERVICE REPAIR. SEGWAY DISCLAIMS ALL OTHER GUARANTEES, EXPRESS OR IMPLIED, INCLUDING IMPLIED GUARANTEES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE GUARANTEES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER APPLICABLE LAW.

New Hampshire, USA law governs this Limited Guarantee. This Limited Guarantee applies only to Segway products purchased and situated outside the United States.

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