

Segway Personal Transporter Manufacturer's Limited Warranty (United States)

This is the manufacturer's limited warranty ("Limited Warranty") for the Segway® Personal Transporter ("Product") for consumers within the United States. This Limited Warranty describes the service available to you in the event your Product requires warranty service, and you may have additional protections under your local laws. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

This sheet and the original purchase receipt for the purchase of your Product are the documents defining the Limited Warranty. Please retain this document and the original purchase receipt to preserve your warranty service.

Record your Product's Serial Numbers in the Product's User Manual. You can find the Serial Numbers on the exterior of the shipping box, underneath the right mat of the Product, on the back of the InfoKey Controller, and on the Product's batteries, as outlined in the User Manual.

Contacts

Service E-mail: technicalsupport@segway.com

Service Telephone Toll Free: **1-866-473-4929**

Visit www.segway.com for the latest contact information.

The Product is manufactured by Segway Inc. located at: 14 Technology Drive, Bedford, NH 03110 ("Segway").

1. Limited Warranty Period

This Limited Warranty covers all defects in material and workmanship of the Product arising or occurring as a result of your normal and ordinary use of the Product. In the event a defect covered by this Limited Warranty occurs, Segway will repair or replace your Product in accordance with the terms of this Limited Warranty. The applicable period for the Limited Warranty begins from the later of either: (i) the original purchase date of the Product; or (ii) the activation date of the Product's InfoKey Controller, and applies to the Product in the following ways:

New Personal Transporters - - - - - 1 year

- Power Base
- InfoKey Controller
- Batteries, and separately purchased batteries

Certified-Used Personal Transporters - - - - - 180 days

- Power Base
- InfoKey Controller
- Batteries

Components for New and Certified-Used Personal Transporters - - - - - 90 days

- Parking Stand
- Grips
- Trim (including Console Trim, Wheel Caps, Emblem, Front and Rear Fascias, and Gear Box Covers)
- Mats
- Wheels
- Tires (including Inner Tubes)
- InfoKey Dock
- Fenders
- Power Cord
- Accessories sold by Segway for use with a Product and the foregoing separately purchased parts, including the InfoKey Controller

Repairs of Personal Transporters

The longer of: (i) the remainder of the original Limited Warranty for the Product; or (ii) 90 days from the consumer's date of receipt of the replacement or repaired Product.

2. Limited Warranty Service Process

Segway's online help resources are available at: <http://www.segway.com/support/service-warranties>.

If you discover what you believe is a defect for your Product, please 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 at 1-866-473-4929 or at technicalsupport@segway.com. An Authorized Segway Dealer and Segway's technical support personnel are available to assist you in diagnosing and fixing any problems you may encounter in the use of your Product. In the event we cannot help you fix the problem, you may be entitled to warranty service under this Limited Warranty.

In order to submit your Product for warranty service pursuant to this Limited Warranty, you will be asked to provide the Authorized Segway Dealer or Segway with (i) the proof of purchase from an authorized retailer, and (ii) the Product's serial number. Upon verification of your eligibility, you will need to provide your name, email address, mailing address and contact telephone number in order to receive a return materials authorization ("RMA")

number. The Authorized Segway Dealer or Segway must receive your defective Product within thirty (30) days from Segway's issuance of an RMA to you.

You will be responsible for the cost of shipping and insuring the shipment of your Product to Segway, and you assume the risk of loss in the event your Product is lost or damaged during shipment from you to Segway. You must include your defective Product within the original packaging or Segway approved packaging, which will be provided at a cost, for the shipment of the Product to Segway. Segway is not responsible for any damages caused by your improper packaging or shipment of the Product to Segway.

An authorized service provider will conduct an inspection of your Product. If Segway determines that the problem is not covered under the Limited Warranty, Segway will notify you and inform you of service or replacement alternatives that are available to you on a fee basis, or Segway will return your Product to you unrepaired, and in such instance, you will be responsible for the cost of shipping and insuring the shipment of your Product from Segway to you.

For eligible warranty claims, Segway will service defective Product with new or reconditioned parts of same or similar style at no cost to you for the service. Parts replaced by Segway will be retained by, and become the property of Segway. For eligible warranty claims, Segway will pay reasonable return shipping charges for the return of the Product to you.

3. Limited Warranty Eligibility

- 3.1** Your request for service must be received by Segway within the Limited Warranty Period as described above, and Segway must receive your Product in accordance with the Limited Warranty Service Process defined above.
- 3.2** Your Product must be purchased from an authorized reseller of the Product.
- 3.3** You must retain the original purchase receipt, and provide this documentation to Segway to verify your warranty eligibility.
- 3.4** This Limited Warranty describes the service available to you in the event your Product requires warranty service.
- 3.5** Your Product must have the serial number clearly legible, unobscured, uneffaced and unmodified.

4. Limited Warranty Exclusions

This Limited Warranty describes the service available to you in the event your Product requires warranty service, and you may have additional protections under your local laws. This Limited Warranty does not cover and excludes damage to your Product:

- 4.1** Caused by abuse, misuse, or neglect.
- 4.2** Caused by improper charging, storage, or operation, including, without limitation, use contrary to the users' materials, use contrary to the specified weight and age limits, use on stairs, walls and curbs, or any extreme sport or exhibition use.
- 4.3** Caused by accident, collision, riding over obstacles, racing, fire, water submersion, high pressure water spray, freezing, earthquake, dropping, severe oxidation, or chemical solvent corrosion.
- 4.4** Caused by any repair that was unauthorized by Segway.
- 4.5** Caused from improper packaging or mishandling during shipment to the warranty-service provider.
- 4.6** That is cosmetic, including, scratches, dents and the removal of protective coatings

that are designed to diminish over time, unless such damage occurred due to a defect in materials.

- 4.7 Caused by the use of the Product with, or any modification to the Product using, any third party product, component or accessory that is not sold by Segway.
- 4.8 That does not arise from Segway's product-design, technology, manufacturing or quality.

5. Liability Disclaimer and Limitation

Segway does not assume, or authorize anyone to assume on its behalf, any other obligation or liability in connection with a Product, its component parts, accessories, service repair, or this Limited Warranty. Segway is not responsible for any loss of use of a Product, its component parts, accessories, or for any inconvenience or other loss or damage which might be caused from any defect in a Product, its component parts, accessories, service repair, or for any other incidental or consequential damages the purchaser may have as a result of any defect in a Product, its component parts, accessories, or service repair.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCT AND ITS COMPONENT PARTS, ACCESSORIES, AND SERVICE REPAIR. SEGWAY AND ITS AFFILIATED COMPANIES DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND 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 YOU. 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.

SEGWAY'S TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS, JOINT AND SEVERALLY, ARISING HEREUNDER AND ANY AND ALL APPLICABLE WARRANTIES AT LAW ARE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT, AS DETERMINED IN SEGWAY'S DISCRETION, AND ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED, UNLESS SUCH LIMITATIONS AND EXCLUSIONS ARE PROHIBITED BY APPLICABLE LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

6. Claims and Dispute Resolution

SEGWAY AND YOU AGREE THAT ALL CLAIMS OR DISPUTES ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCT, WHETHER BASED IN CONTRACT, TORT, STATUTORY, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, AND ALL CLAIMS THAT ARE SUBJECT OF A PURPORTED CLASS ACTION LITIGATION THAT YOU ARE NOT A MEMBER OF THE CERTIFIED CLASS, SHALL BE RESOLVED THROUGH ARBITRATION AS PROVIDED FOR HEREIN, OR IN SMALL CLAIMS COURT, AND NOT BY A TRIAL BY JURY. YOU WAIVE THE RIGHT TO A TRIAL BY JURY, AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS ARISING FROM OR RELATING TO ANY AND ALL CLAIMS AND DISPUTES WITH SEGWAY. YOU AGREE THAT YOU MAY ARBITRATE CLAIMS AGAINST SEGWAY ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, A CLASS REPRESENTATIVE, OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE PROCEEDING. THIS AGREEMENT

EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS LIMITED WARRANTY. SEGWAY REQUIRES THAT YOU ARBITRATE YOUR CLAIMS AGAINST SEGWAY PURSUANT TO THE ARBITRATION DESCRIBED BELOW PRIOR TO YOUR EXERCISE OF YOUR RIGHTS PURSUANT TO TITLE I OF THE MAGNUSON-MOSS WARRANTY ACT. TITLE I OF THE MAGNUSON-MOSS WARRANTY ACT DOES NOT REQUIRE YOU TO PURSUE RIGHTS AND REMEDIES AVAILABLE TO YOU THAT ARE NOT PROVIDED BY TITLE I OF THE MAGNUSON-MOSS WARRANTY ACT.

Any such arbitration shall not be combined or consolidated with a claim or dispute involving any other person's or entity's product or claim or dispute, and specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action or class arbitration.

If you intend to seek arbitration, you must first send to Segway, by certified mail, a written notice of dispute at least thirty (30) days in advance of initiating the arbitration. The notice to Segway should be addressed to: Attention: Disputes, Segway Inc., 14 Technology Drive, Bedford, NH 03110. The notice must include: (i) a description of your claim and the basis of the dispute; and (ii) a description of the relief you are seeking. If Segway and you do not reach an agreement to resolve the claim within thirty (30) days after Segway receives your notice, you or Segway may commence an arbitration proceeding. You are encouraged to seek redress directly from Segway, provided, however, Segway does not require you to seek your redress solely from Segway.

During the arbitration, the amount of any settlement offer made by Segway or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Segway is entitled to receive from the other party.

The arbitration shall be conducted by the American Arbitration Association (AAA) pursuant to its Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (collectively "AAA Rules"). The AAA Rules are available online at adr.org, or by calling the AAA at 1-800-778-7879. The Federal Arbitration Act governs this provision. Even after the termination of the Limited Warranty, the arbitrator shall decide all issues of interpretation and application of the Limited Warranty, and a court may determine the scope and enforceability of this arbitration provision. The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the applicable law.

Segway shall pay for your cost of the arbitration. For any arbitration in which your total damage claims, exclusive of attorney fees and expert witness fees, is \$5,000.00 or less ("Small Claim"), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant its attorney fees, expert witness fees or costs unless it is determined that any of the claims was brought in bad faith. In a Small Claim case, you shall be required to pay no more than half of the total administrative, facility and arbitrator fees, or \$50.00 of such fees, whichever is less, and Segway shall pay the remainder of such fees.

Administrative, facility and arbitrator fees for arbitrations in which your total damage claims, exclusive of attorney fees and expert witness fees, exceed \$5,000.00 ("Large Claim"), shall be determined according to AAA Rules. In a Large Claim case, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorney fees, expert witness fees and costs. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

Judgment may be entered on the arbitrator's award in a Small Claim or Large Claim case in any court of competent jurisdiction.

This arbitration provision also applies to claims and disputes by you, the purchaser of the

product, and all those in privity with you, including your family members, beneficiaries and assigns, against Segway's parent(s), subsidiaries and affiliates, and any person or entity that licensed, supplied, sold or distributed the product, and each of their officers, employees, representatives, licensors/licensees, agents, beneficiaries, predecessors in interest, successors, and/or assigns.

You may opt out of this dispute resolution procedure by providing notice to Segway no later than thirty (30) calendar days after the date of the first consumer purchaser's purchase of the product. To opt out you must send notice by e-mail to Segway at optout@segway.com, with the subject line: "Arbitration Opt Out." The opt out notice by e-mail must include (a) your name, email address, mailing address and phone number; (b) the date on which the product was purchased; (c) the product model name or model number; and (d) the Serial Number. Alternatively, you may opt out by calling 1-866-473-4929, prompt 2 no later than thirty (30) calendar days from the date of the first consumer purchaser's purchase of the product and providing the same information. These are the only two forms of notice that will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty in any way, and you will continue to enjoy the benefits of the Limited Warranty.

The following is a description of the arbitration process:

- A.** Mail a Notice of Dispute to Segway. Prior to initiating arbitration against Segway, you must first notify Segway of your dispute. Please include your contact information, your concerns, and the relief you seek from Segway, and any information you believe would be helpful in the resolution of your dispute. Segway will review your Notice of Dispute to determine whether Segway can satisfy your concerns without the need for arbitration. The notice should be sent by certified mail to Attention: Disputes, Segway Inc., 14 Technology Drive, Bedford, NH 03110. Please keep a copy of your notice for your records.
- B.** Wait 30 Days. Segway will review your Notice of Dispute within thirty (30) days of Segway's receipt of your Notice of Dispute. If you do not hear from Segway within thirty (30) days of Segway's receipt of your Notice of Dispute, you may proceed with filing an arbitration claim against Segway. Should Segway provide you a written settlement offer, please keep this settlement offer as Segway and you will be required to show this settlement offer to the arbitrator, although such offers cannot be shown to the arbitrator until after the determination of the merits of your claim.
- C.** Complete a Demand for Arbitration. You can initiate arbitration by completing a Demand for Arbitration that includes a basic statement of the (i) names and addresses and telephone numbers of the parties involved; (ii) your description of the dispute; and (iii) your short statement detailing why you are entitled to relief.
- D.** Send Segway Your Demand for Arbitration. You can send Segway your Demand for Arbitration at the following address: Attention: Disputes, Segway Inc., 14 Technology Drive, Bedford, NH 03110. Please keep a copy of your notice for your records.
- E.** Send AAA Two (2) Copies of Your Demand for Arbitration. The Demand for Arbitration includes the address that you are to send two (2) copies of your Demand for Arbitration. This address is AAA Case Filing Services at 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. You should also include a copy of this warranty policy, and the appropriate filing fee. Segway will promptly reimburse you for this filing fee. If you cannot afford to pay the filing fee, please contact Segway, and Segway will pay the filing fee for you if your claims seek a remedy less than \$75,000. AAA has an online filing option that you can find on its website: www.adr.org.
- F.** AAA Appointment of Arbitrator. If no claim in the arbitration exceeds \$75,000, the AAA will appoint an arbitrator and notify you and Segway of the arbitrator's name

and qualifications. The AAA requires all arbitrators to check for any past or present relationships with the parties, potential witnesses, and the parties' attorneys. If the arbitrator has any such relationship, the AAA will inform Segway and you. If either you or Segway objects to the AAA's choice of arbitrator, we'll have seven (7) days to inform the AAA.

- G.** Choose the Type of Hearing You Would Like. Unless you and Segway agree to have any arbitration hearings somewhere else, the arbitration will take place in the county (or parish) that you purchased the Product. If your claim is for \$10,000 or less, you may choose to have the hearing conducted by telephone or in person. Alternatively, you may choose to proceed to conduct the entire arbitration through written correspondence with the arbitrator that doesn't include an interactive hearing. Once the AAA has commenced the arbitration, you have ten (10) days to inform the AAA of your choice of hearing. If you don't make a choice, the AAA will conduct the arbitration by written correspondence without an interactive hearing. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules. Those rules currently provide for an in-person hearing if your claim exceeds \$10,000, but you and Segway may agree whether that hearing is in person or by telephone, or whether to instead proceed with written correspondence.
- H.** Arbitrator's Decision. Within fourteen (14) days from the conclusion of the in-person or telephone hearing, or from the submission of all written evidence to the arbitrator if you have elected to conduct the arbitration through written correspondence, the arbitrator will render a written decision. That decision will include the essential findings and conclusions upon which the arbitrator based his or her award. Segway will immediately respond to the arbitrator notifying the arbitrator whether, and to what extent, Segway will abide by the decision, perform the obligations it has agreed to do. Any decision by the arbitrator may be utilized by any party for any reason.

Segway Personal Transporter Manufacturer's Limited Guarantee (International)

This is the manufacturer's limited guarantee ("Limited Guarantee") for the Segway® Personal Transporter ("Product") for consumers outside of the United States. This Limited Guarantee describes the service available to you in the event your Product requires guarantee service, and you may have additional protections under your local laws. THIS GUARANTEE GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

This sheet and the original purchase receipt for the purchase of your Product are the documents defining the Limited Guarantee. Please retain this document and the original purchase receipt to preserve your guarantee service.

Record your Product's Serial Numbers in the Product's User Manual. You can find the Serial Numbers on the exterior of the shipping box, underneath the right mat of the Product, on the back of the InfoKey Controller, and on the Product's batteries, as outlined in the User Manual.

Contacts

Service E-mail: technicalsupport@segway.com

Service Telephone Toll Free: **1-866-473-4929**

Visit www.segway.com for the latest contact information.

The Product is manufactured by Segway Inc. located at 14 Technology Drive, Bedford, NH 03110 ("Segway").

1. Limited Guarantee Period

This Limited Guarantee covers all defects in material and workmanship of the Product arising or occurring as a result of your normal and ordinary use of the Product. In the event a defect covered by this Limited Guarantee occurs, Segway will repair or replace your Product in accordance with the terms of this Limited Guarantee. The applicable period for the Limited Guarantee begins from the later of either: (i) the original purchase date of the Product; or (ii) the activation date of the Product's InfoKey Controller, and applies to the Product in the following ways:

New Personal Transporters - - - - - 1 year

- Power Base
- InfoKey Controller
- Batteries, and separately purchased batteries

Certified-Used Personal Transporters - - - - - 180 days

- Power Base
- InfoKey Controller
- Batteries

Components for New and Certified-Used Personal Transporters - - - - - 90 days

- Parking Stand
- Grips
- Trim (including Console Trim, Wheel Caps, Emblem, Front and Rear Fascias, Gear Box Covers)
- Mats
- Wheels
- Tires (including Inner Tubes)
- InfoKey Dock
- Fenders
- Power Cord
- Accessories sold by Segway for use with a Product and the foregoing separately purchased parts, including the InfoKey Controller

Repairs of Personal Transporters

The longer of: (i) the remainder of the original Limited Guarantee for the Product; or (ii) 90 days from the consumer's date of receipt of the replacement or repaired Product.

2. Limited Guarantee Service Process

Segway's online help resources are available at: <http://www.segway.com/support/service-warranties>.

If you discover what you believe is a defect for your Product, please contact an Authorized Segway Dealer within the applicable limited guarantee 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 at 1-866-473-4929 or at technicalsupport@segway.com. An Authorized Segway Dealer and Segway's technical support personnel are available to assist you in diagnosing and fixing any problems you may encounter in the use of your Product. In the event we cannot help you fix the problem, you may be entitled to guarantee service under this Limited Guarantee.

In order to submit your Product for guarantee service pursuant to this Limited Guarantee, you will be asked to provide the Authorized Segway Dealer or Segway with (i) the proof of purchase from an authorized retailer, and (ii) the Product's serial number. Upon verification of your eligibility, you will need to provide your name, email address, mailing address and

contact telephone number in order to receive a return materials authorization (“RMA”) number. The Authorized Segway Dealer or Segway must receive your defective Product within thirty (30) days from Segway’s issuance of an RMA to you.

You will be responsible for the cost of shipping and insuring the shipment of your Product to Segway, and you assume the risk of loss in the event your Product is lost or damaged during shipment from you to Segway. You must include your defective Product within the original packaging or Segway approved packaging, which will be provided at a cost, for the shipment of the Product to Segway. Segway is not responsible for any damages caused by your improper packaging or shipment of the Product to Segway.

An authorized service provider will conduct an inspection of your Product. If Segway determines that the problem is not covered under the Limited Guarantee, Segway will notify you and inform you of service or replacement alternatives that are available to you on a fee basis, or Segway will return your Product to you unrepaired, and in such instance, you will be responsible for the cost of shipping and insuring the shipment of your Product from Segway to you.

For eligible guarantee claims, Segway will service defective Product with new or reconditioned parts of same or similar style at no cost to you for the service. Parts replaced by Segway will be retained by, and become the property of Segway. For eligible guarantee claims, Segway will pay reasonable return shipping charges for the return of the Product to you.

3. Limited Guarantee Eligibility

- 3.1** Your request for service must be received by Segway within the Limited Guarantee Period as described above, and Segway must receive your Product in accordance with the Limited Guarantee Service Process defined above.
- 3.2** Your Product must be purchased from an authorized reseller of the Product.
- 3.3** You must retain the original purchase receipt, and provide this documentation to Segway to verify your guarantee eligibility.
- 3.4** This Limited Guarantee describes the service available to you in the event your Product requires guarantee service.
- 3.5** Your Product must have the serial number clearly legible, unobscured, uneffaced and unmodified.

4. Limited Guarantee Exclusions

This Limited Guarantee describes the service available to you in the event your Product requires guarantee service, and you may have additional protections under your local laws. This Limited Guarantee does not cover and excludes damage to your Product:

- 4.1** Caused by abuse, misuse, or neglect.
- 4.2** Caused by improper charging, storage, or operation, including, without limitation, use contrary to the users’ materials, use contrary to the specified weight and age limits, use on stairs, walls and curbs, or any extreme sport or exhibition use.
- 4.3** Caused by accident, collision, riding over obstacles, racing, fire, water submersion, high pressure water spray, freezing, earthquake, dropping, severe oxidation, or chemical solvent corrosion.
- 4.4** Caused by any repair that was unauthorized by Segway.
- 4.5** Caused from improper packaging or mishandling during shipment to the guarantee-service provider.

- 4.6 That is cosmetic, including, scratches, dents and the removal of protective coatings that are designed to diminish over time, unless such damage occurred due to a defect in materials.
- 4.7 Caused by the use of the Product with, or any modification to the Product using, any third party product, component or accessory that is not sold by Segway.
- 4.8 That does not arise from Segway's product-design, technology, manufacturing or quality.

5. Liability Disclaimer and Limitation

Segway does not assume, or authorize anyone to assume on its behalf, any other obligation or liability in connection with a Product, its component parts, accessories, service repair, or this Limited Guarantee. Segway is not responsible for any loss of use of a Product, its component parts, accessories, or for any inconvenience or other loss or damage which might be caused from any defect in a Product, its component parts, accessories, service repair, or for any other incidental or consequential damages the purchaser may have as a result of any defect in a Product, its component parts, accessories, or service repair.

THIS LIMITED GUARANTEE IS THE ONLY GUARANTEE APPLICABLE TO THE PRODUCT AND ITS COMPONENT PARTS, ACCESSORIES, AND SERVICE REPAIR. SEGWAY AND ITS AFFILIATED COMPANIES DISCLAIM ALL OTHER GUARANTEES, EXPRESS OR IMPLIED, INCLUDING IMPLIED GUARANTEES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE GUARANTEES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER APPLICABLE LAW. ANY SUCH IMPLIED GUARANTEES 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 GUARANTEE, 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 GUARANTEE LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. 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.

SEGWAY'S TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS, JOINT AND SEVERALLY, ARISING HEREUNDER AND ANY AND ALL APPLICABLE GUARANTEES AT LAW ARE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT, AS DETERMINED IN SEGWAY'S DISCRETION, AND ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED, UNLESS SUCH LIMITATIONS AND EXCLUSIONS ARE PROHIBITED BY APPLICABLE LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

6. Claims and Dispute Resolution

SEGWAY AND YOU AGREE THAT ALL CLAIMS OR DISPUTES ARISING IN ANY WAY FROM THIS LIMITED GUARANTEE OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCT, WHETHER BASED IN CONTRACT, TORT, STATUTORY, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, AND ALL CLAIMS THAT ARE SUBJECT OF A PURPORTED CLASS ACTION LITIGATION THAT YOU ARE NOT A MEMBER OF THE CERTIFIED CLASS, SHALL BE RESOLVED THROUGH ARBITRATION AS PROVIDED FOR HEREIN, OR IN SMALL CLAIMS COURT, AND NOT BY A TRIAL BY JURY. YOU WAIVE THE RIGHT TO A TRIAL BY JURY, AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS ARISING FROM OR RELATING TO ANY AND ALL CLAIMS AND DISPUTES WITH SEGWAY. YOU AGREE THAT YOU MAY ARBITRATE CLAIMS AGAINST SEGWAY ONLY IN

YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, A CLASS REPRESENTATIVE, OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE PROCEEDING. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS LIMITED GUARANTEE. SEGWAY REQUIRES THAT YOU ARBITRATE YOUR CLAIMS AGAINST SEGWAY PURSUANT TO THE ARBITRATION DESCRIBED BELOW PRIOR TO YOUR EXERCISE OF YOUR RIGHTS PURSUANT TO TITLE I OF THE MAGNUSON-MOSS GUARANTEE ACT. TITLE I OF THE MAGNUSON-MOSS GUARANTEE ACT DOES NOT REQUIRE YOU TO PURSUE RIGHTS AND REMEDIES AVAILABLE TO YOU THAT ARE NOT PROVIDED BY TITLE I OF THE MAGNUSON-MOSS GUARANTEE ACT.

Any such arbitration shall not be combined or consolidated with a claim or dispute involving any other person's or entity's product or claim or dispute, and specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action or class arbitration.

If you intend to seek arbitration, you must first send to Segway, by certified mail, a written notice of dispute at least thirty (30) days in advance of initiating the arbitration. The notice to Segway should be addressed to: Attention: Disputes, Segway Inc., 14 Technology Drive, Bedford, NH 03110. The notice must include: (i) a description of your claim and the basis of the dispute; and (ii) a description of the relief you are seeking. If Segway and you do not reach an agreement to resolve the claim within thirty (30) days after Segway receives your notice, you or Segway may commence an arbitration proceeding. You are encouraged to seek redress directly from Segway, provided, however, Segway does not require you to seek your redress solely from Segway.

During the arbitration, the amount of any settlement offer made by Segway or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Segway is entitled to receive from the other party.

The arbitration shall be conducted by the American Arbitration Association (AAA) pursuant to its Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (collectively "AAA Rules"). The AAA Rules are available online at adr.org, or by calling the AAA at 1-800-778-7879. The Federal Arbitration Act governs this provision. Even after the termination of the Limited Guarantee, the arbitrator shall decide all issues of interpretation and application of the Limited Guarantee, and a court may determine the scope and enforceability of this arbitration provision. The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the applicable law.

Segway shall pay for your cost of the arbitration. For any arbitration in which your total damage claims, exclusive of attorney fees and expert witness fees, is \$5,000.00 or less ("Small Claim"), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant its attorney fees, expert witness fees or costs unless it is determined that any of the claims was brought in bad faith. In a Small Claim case, you shall be required to pay no more than half of the total administrative, facility and arbitrator fees, or \$50.00 of such fees, whichever is less, and Segway shall pay the remainder of such fees.

Administrative, facility and arbitrator fees for arbitrations in which your total damage claims, exclusive of attorney fees and expert witness fees, exceed \$5,000.00 ("Large Claim"), shall be determined according to AAA Rules. In a Large Claim case, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorney fees, expert witness fees and costs. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

Judgment may be entered on the arbitrator's award in a Small Claim or Large Claim case in any court of competent jurisdiction.

This arbitration provision also applies to claims and disputes by you, the purchaser of the product, and all those in privity with you, including your family members, beneficiaries and assigns, against Segway's parent(s), subsidiaries and affiliates, and any person or entity that licensed, supplied, sold or distributed the product, and each of their officers, employees, representatives, licensors/licensees, agents, beneficiaries, predecessors in interest, successors, and/or assigns.

You may opt out of this dispute resolution procedure by providing notice to Segway no later than thirty (30) calendar days after the date of the first consumer purchaser's purchase of the product. To opt out you must send notice by e-mail to Segway at optout@segway.com, with the subject line: "Arbitration Opt Out." The opt out notice by e-mail must include (a) your name, email address, mailing address and phone number; (b) the date on which the product was purchased; (c) the product model name or model number; and (d) the Serial Number. Alternatively, you may opt out by calling 1-866-473-4929, prompt 2 no later than thirty (30) calendar days from the date of the first consumer purchaser's purchase of the product and providing the same information. These are the only two forms of notice that will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect the coverage of the Limited Guarantee in any way, and you will continue to enjoy the benefits of the Limited Guarantee.

The following is a description of the arbitration process:

- A.** Mail a Notice of Dispute to Segway. Prior to initiating arbitration against Segway, you must first notify Segway of your dispute. Please include your contact information, your concerns, and the relief you seek from Segway, and any information you believe would be helpful in the resolution of your dispute. Segway will review your Notice of Dispute to determine whether Segway can satisfy your concerns without the need for arbitration. The notice should be sent by certified mail to Attention: Disputes, Segway Inc., 14 Technology Drive, Bedford, NH 03110. Please keep a copy of your notice for your records.
- B.** Wait 30 Days. Segway will review your Notice of Dispute within thirty (30) days of Segway's receipt of your Notice of Dispute. If you do not hear from Segway within thirty (30) days of Segway's receipt of your Notice of Dispute, you may proceed with filing an arbitration claim against Segway. Should Segway provide you a written settlement offer, please keep this settlement offer as Segway and you will be required to show this settlement offer to the arbitrator, although such offers cannot be shown to the arbitrator until after the determination of the merits of your claim.
- C.** Complete a Demand for Arbitration. You can initiate arbitration by completing a Demand for Arbitration that includes a basic statement of the (i) names and addresses and telephone numbers of the parties involved; (ii) your description of the dispute; and (iii) your short statement detailing why you are entitled to relief.
- D.** Send Segway Your Demand for Arbitration. You can send Segway your Demand for Arbitration at the following address: Attention: Disputes, Segway Inc., 14 Technology Drive, Bedford, NH 03110. Please keep a copy of your notice for your records.
- E.** Send AAA Two (2) Copies of Your Demand for Arbitration. The Demand for Arbitration includes the address that you are to send two (2) copies of your Demand for Arbitration. This address is AAA Case Filing Services at 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. You should also include a copy of this guarantee policy, and the appropriate filing fee. Segway will promptly reimburse you for this filing fee. If you cannot afford to pay the filing fee, please contact Segway, and Segway will pay the filing fee for you if your claims seek a remedy less than \$75,000. AAA has an online filing option that you can find on its website: www.adr.org.
- F.** AAA Appointment of Arbitrator. If no claim in the arbitration exceeds \$75,000, the

AAA will appoint an arbitrator and notify you and Segway of the arbitrator's name and qualifications. The AAA requires all arbitrators to check for any past or present relationships with the parties, potential witnesses, and the parties' attorneys. If the arbitrator has any such relationship, the AAA will inform Segway and you. If either you or Segway objects to the AAA's choice of arbitrator, we'll have seven (7) days to inform the AAA.

- G.** Choose the Type of Hearing You Would Like. Unless you and Segway agree to have any arbitration hearings somewhere else, the arbitration will take place in the county (or parish) that you purchased the Product. If your claim is for \$10,000 or less, you may choose to have the hearing conducted by telephone or in person. Alternatively, you may choose to proceed to conduct the entire arbitration through written correspondence with the arbitrator that doesn't include an interactive hearing. Once the AAA has commenced the arbitration, you have ten (10) days to inform the AAA of your choice of hearing. If you don't make a choice, the AAA will conduct the arbitration by written correspondence without an interactive hearing. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules. Those rules currently provide for an in-person hearing if your claim exceeds \$10,000, but you and Segway may agree whether that hearing is in person or by telephone, or whether to instead proceed with written correspondence.
- H.** Arbitrator's Decision. Within fourteen (14) days from the conclusion of the in-person or telephone hearing, or from the submission of all written evidence to the arbitrator if you have elected to conduct the arbitration through written correspondence, the arbitrator will render a written decision. That decision will include the essential findings and conclusions upon which the arbitrator based his or her award. Segway will immediately respond to the arbitrator notifying the arbitrator whether, and to what extent, Segway will abide by the decision, perform the obligations it has agreed to do. Any decision by the arbitrator may be utilized by any party for any reason.

