

## **SEGWAY® ROBOTIC MOBILITY PLATFORM LIMITED WARRANTY**

Segway Inc. of 14 Technology Drive, Bedford, NH 03110 USA (“Segway”) provides this limited warranty to original purchasers of new Segway® Robotic Mobility Platforms (“Segway RMPs”), separately purchased Segway authorized parts, Accessories, and Service Repairs purchased in the United States. This Limited Warranty is made only to the original purchaser. The term “purchaser”, as used herein, refers only to the original purchaser.

Segway warrants the Segway RMP, separately purchased Segway authorized parts, Accessories currently sold by Segway, and Service Repairs against defects in materials and workmanship for a period of ninety (90) days from date of delivery to the original purchaser, subject to the exclusions, limitations and conditions stated below.

“Accessory” means a product sold by Segway for use with a Segway RMP. The only Accessories covered by this Limited Warranty are Accessories manufactured by Segway or that are not covered by the manufacturer’s limited warranty. If an accessory sold by Segway is covered by a limited warranty issued by the manufacturer of the accessory, then Segway will inform the purchaser of the manufacturer’s limited warranty, but Segway does not warrant the accessory and the accessory is not covered by this Limited Warranty.

“Service Repair” means any repair performed by Segway on a Segway RMP 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 limited warranty period will qualify for repair and replacement for the balance of the original applicable warranty. During the ninety (90) day 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 RMP 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 RMP, 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 operating over obstacles, over loading, racing, or otherwise using the Segway RMP contrary to the instructions and warnings contained in the user guides issued by Segway (the “User Materials”); altering or modifying the Segway RMP, component part or Accessory, loosening or opening the Chassis Cover Plate of the Segway RMP or otherwise accessing the components within the chassis (Controller Boards, Balance Sensor Assembly, Motors, gear boxes, and internal electronics) without authority from Segway; 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 RMP; damage caused by use of non-Segway parts or attachments; improper charging of the Segway RMP; or shipping of the Segway RMP in boxes other than those recommended by Segway. See the User Materials for proper use, maintenance, and charging of a Segway RMP.

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To obtain repair or replacement of parts under this Limited Warranty, the purchaser must, within the applicable limited warranty period, follow the following procedure:

Call Segway at 866-4SEGWAY (866-473-4929)] and describe the problem to a Segway Representative. If the purchaser is unable to resolve the problem with the assistance of the Segway Representative, and if this Limited Warranty applies, the Segway Representative will provide the purchaser with a Return Materials Authorization (“RMA”) and designate a Segway address for service of the Segway RMP or designated component(s). The purchaser must then properly package and ship the Segway RMP (or designated components) to the designated Segway service address. The purchaser must pay the cost of shipping, and bear the risk of loss during shipping, to return the Segway RMP (or designated components) to the designated Segway service address.

If the returned Segway RMP, component part or Accessory is defective and this Limited Warranty applies, Segway or other Segway authorized service provider shall, within a reasonable period of time, repair the Segway RMP, or repair or replace the defective component, or Accessory. Purchaser shall then pick up the repaired Segway RMP or repaired or new or reconditioned component, or Accessory from Segway or other Segway authorized service provider. Purchaser shall pay the cost of shipping to Segway or other Segway authorized service provider and purchaser shall bear the risk of loss during shipping for any Segway RMP, 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 other Segway authorized service provider or purchaser when returning the Segway RMP, replacement part, or Accessory. If this Limited Warranty does not apply, the purchaser shall pay the cost of, and shall bear the risk of loss during, shipping to return the Segway RMP, replacement part, or Accessory.

Segway’s obligations and liability for any defects in any Segway RMP, component part, or Accessory are limited to repair or replacement of defective parts as required by this Limited Warranty. Segway’s obligations for Service Repair are limited to the terms of this Limited Warranty. Segway neither assumes (nor authorizes anyone to assume for it) any other obligation or liability in connection with a Segway RMP or this Limited Warranty.

Segway is not responsible for any loss of use of a Segway RMP, component part or Accessory or for any inconvenience, or other loss or damage which might be caused from any defect in a Segway RMP, 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 RMP, component part, Accessory or Service Repair, including without limitation, any damage to property that may be attached to, situated upon, or near to the Segway RMP.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO SEGWAY RMPs, COMPONENT PARTS, ACCESSORIES OR 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.

New Hampshire, USA law governs this limited warranty.

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