Segway® SE-3 Patroller 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 Segway SE-3 Patrollers, 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 Segway SE-3 Patroller, 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 SE-3 Patroller, separately purchased Segway authorized parts, Accessories, and Service Repair during the period of limited warranty coverage and so notifies Segway of the Segway SE-3 Patroller purchase within ten days of acquiring the Segway SE-3 Patroller at www.segway.com.

Subject to the exclusions, limitations and conditions stated below, for a new Segway SE-3 Patroller, Segway warrants the Segway SE-3 Patroller, Battery Module and the foregoing separately purchased parts against defects in materials and workmanship for a period of one (1) year from the date of delivery to the original purchaser or 2500 miles, whichever occurs first.

Subject to the exclusions, limitations and conditions stated below, Segway warrants all other components of the new Segway SE-3 Patroller, including, without limitation: Front Tire, Rear Tires, Body Panels, Emblems, Lighting and Bulbs, Brake Pads, Brake Rotors, Brake Levers, Rider Detect Mat, and Hand Grips; 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 SE-3 Patroller, including Segway SE-3 Patroller packages and any Extended Warranty Accessory.

"Service Repair" means any repair performed by Segway on a Segway SE-3 Patroller 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 SE-3 Patroller 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 sub-assembly) will become the property of Segway.

This Limited Warranty does not cover damage to a Segway SE-3 Patroller, 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 SE-3 Patroller, 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 SE-3 Patroller, 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 SE-3Patroller, component part, or Accessory; loosening or opening the Segway SE-3 Patroller or otherwise accessing the components within (Power/Interface PCB Assembly, User Interface/Display, Motor Controllers, Motors, and internal wiring) 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 SE-3 Patroller, component part, or Accessory; damage caused by use of non-Segway parts or attachments; improper charging of the Segway SE-3 Patroller; or shipping of the Segway SE-3 Patroller in boxes other than those recommended by Segway. See the User Materials for proper use, maintenance, and charging of a Segway SE-3 Patroller, 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 SE-3Patroller. 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 SE-3 Patroller, 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 SE-3 Patroller, 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 SE-3 Patroller with the Lithiumion battery pack installed on the Segway SE-3 Patroller. 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 SE-3 Patroller, or repair or replace the defective component, or Accessory. Purchaser shall then pick up the repaired Segway SE-3 Patroller 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 SE-3 Patroller, 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 SE-3 Patroller, replacement part, or Accessory.

Segway's obligations and liability for any defects in any Segway SE-3 Patroller, 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 SE-3 Patroller, component part, Accessory, Service Repair, or this Limited Warranty. Segway is not responsible for any loss of use of a Segway SE-3 Patroller, component part, accessory or for any inconvenience or other loss or damage which might be caused from any defect in a Segway SE-3 Patroller, 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 SE-3 Patroller, component part, Accessory, or Service Repair.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO SEGWAY SE-3 PATROLLERS, 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 OR EXCLUSION MAY NOT APPLY TO SOME PURCHASERS.

Segway® SE-3 Patroller Limited Guarantee (International)

Segway Inc. of 14 Technology Drive, Bedford, NH 03110 ("Segway") provides this limited warranty to original purchasers (and transferees, as provided below) of new Segway SE-3 Patrollers, 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 Segway SE-3 Patroller, 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 SE-3 Patroller, separately purchased Segway authorized parts, Accessories, and Service Repair during the period of limited guarantee coverage and so notifies Segway at <u>www.segway.com</u> within ten days of acquiring the Segway SE-3 Patroller.

Subject to the exclusions, limitations and conditions stated below, for a new Segway SE-3 Patroller, Segway guarantees the Segway SE-3 Patroller, Battery Module and the foregoing separately purchased parts against defects in materials and workmanship for a period of one (1) year from the date of delivery to the original purchaser or 2500 miles, whichever occurs first.

Subject to the exclusions, limitations and conditions stated below, Segway guarantees all other components of the new Segway SE-3 Patroller, including, without limitation: Front Tire, Rear Tires, Body Panels, Emblems, Lighting and Bulbs, Brake Pads, Brake Rotors, Brake Levers, Rider Detect Mat, and Hand Grips; 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 SE-3 Patroller, including Segway SE-3 Patroller packages.

"Service Repair" means any repair performed by Segway on a Segway SE-3 Patroller 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 SE-3 Patroller 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 sub-assembly) will become the property of Segway.

This Limited Guarantee does not cover damage to a Segway SE-3 Patroller, 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 SE-3 Patroller, 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 SE-3Patroller, component part, or Accessory; loosening or opening the Segway SE-3 Patroller or otherwise accessing the components within (Power/Interface PCB Assembly, User Interface/Display, Motor Controllers, Motors, and internal wiring) 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 SE-3 Patroller, component part, or Accessory; damage caused by use of non-Segway parts or attachments; improper charging of the Segway SE-3 Patroller; or shipping of the Segway SE-3 Patroller in boxes other than those recommended by Segway. See the User Materials for proper use, maintenance, and charging of a Segway SE-3 Patroller, component part, or Accessory.

To obtain repair or replacement under this Limited Guarantee, the purchaser must 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 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 SE-3Patroller. If the purchaser is unable to resolve the problem with the assistance of the Authorized Segway Dealer, and if this Limited Guarantee applies, the Authorized Segway Dealer will contact Segway's Service Center to determine the procedure to be followed to repair or replace the Segway SE-3 Patroller, 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 SE-3 Patroller, 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 guarantee service on a Lithium-ion battery, ship to Segway, Segway's Authorized Dealer, or other service provider the Segway SE-3 Patroller with the Lithiumion battery pack installed on the Segway SE-3 Patroller. If the returned Segway PT, component part or Accessory is defective and this Limited Guarantee applies, Segway (or Segway's Authorized Dealer or other service provider) shall, within a reasonable period of time, repair the Segway SE-3 Patroller, or repair or replace the defective component, or Accessory. Purchaser shall then pick up the repaired Segway SE-3 Patroller 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 SE-3 Patroller, 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 Dealer or other service provider or purchaser when returning the Segway SE-3 Patroller, replacement part, or Accessory.

Segway's obligations and liability for any defects in any Segway SE-3 Patroller, 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 SE-3 Patroller, component part, Accessory, Service Repair, or this Limited Guarantee. Segway is not responsible for any loss of use of a Segway SE-3 Patroller, component part, or Accessory or for any inconvenience or other loss or damage which might be caused from any defect in a Segway SE-3 Patroller, 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 SE-3 Patroller, component part, Accessory, or Service Repair.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO SEGWAY SE-3 PATROLLER, 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.