

SEGWAY Personal Transporter LIMITED WARRANTY

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 Personal Transporters ("Segway HT"), Replacement Parts, and Accessories, 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 PT, Replacement Part, 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, Replacement Part, or Accessory during the period of limited warranty coverage and so notifies Segway, in writing, within ten days of acquiring the Segway PT, Replacement Part, or Accessory.

Subject to the exclusions, limitations and conditions stated below, Segway warrants the following listed components of the Segway HT against defects in materials and workmanship for a period of one (1) year from date of delivery to the original purchaser: Chassis; Chassis Cover Plate; Gearboxes; Handlebar/Control Shaft assembly [but not the attachments thereto listed under the ninety (90) day warranty below]; Control Shaft Base; Controller Boards; Balance Sensor Assembly; Motors; and internal wiring.

Subject to the exclusions, limitations and conditions stated below, Segway warrants all other components of the Segway PT [including, without limitation: Parking Stand; Grips (including both components of the Steering Grip); Trim; Mat; Batteries; Wheels; Tires; Keys; Fenders; Power Cord; Charge Port Cover; Display Bezel; Control Shaft Clamp; Cargo Bags], Replacement Parts, and Accessories against defects in materials and workmanship for a period of ninety (90) days from date of delivery to the original purchaser.

"Replacement parts" includes all separately purchased replacement parts for a Segway PT, whether the part replaces a component originally covered for one (1) year or a component originally covered for ninety (90) days.

"Accessory" means a product sold by Segway for use with a Segway PT. 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 provides the manufacturer's limited warranty to the purchaser, but Segway does not warrant the accessory and the accessory is not covered by this Limited 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, Replacement Part, 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, Replacement 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, Replacement 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, Replacement Part, or Accessory; loosening or opening the Chassis Cover Plate of the Segway PT or otherwise accessing the components within the chassis (Controller Boards, Balance Sensor Assembly, Motors, and internal wiring); disconnecting the Handlebar from the Control Shaft; 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, Replacement Part, or Accessory; damage caused by use of non-Segway parts or attachments; or improper charging of the Segway PT. See the User Materials for proper use, maintenance, and charging of a Segway PT, Replacement Part, or Accessory.

To obtain repair or replacement under this Limited Warranty, the purchaser must contact Segway within the applicable limited warranty period and utilize the following procedure:

Call Segway toll-free at 866-4SEGWAY (866-473-4929) and describe the problem to a Segway Representative. Segway may require that the purchaser provide proof of purchase and proof of date of delivery to the original purchaser. 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 determine the procedure to be followed by Segway to repair or replace the Segway PT, defective component, Replacement Part, or Accessory, which may include, at Segway's election, any one of the following:

(1) If the defective part is the Handlebar/Control Shaft assembly or is a part covered under the ninety (90) day limited warranty period stated above, except the Charge Port Cover and Lithium-ion battery packs, (all of which are designed to be replaceable by the purchaser), Segway may, within a reasonable period of time, ship to the purchaser (situated in the United States) a replacement part together with instructions for installation thereof. The purchaser shall then remove the defective part and install the replacement part in accordance with instructions provided by Segway. The purchaser shall package the defective part into the same box used to ship the replacement part to the purchaser and the purchaser shall apply a prepaid shipping label (provided by Segway) to that box and the purchaser shall ship the box containing the defective part back to

Segway. If the purchaser fails to return replaced parts within 10 days, the purchaser shall pay to Segway Segway's then current list price for the parts (new). Segway may, before shipping the replacement part to purchaser, require that the purchaser authorize Segway to charge purchaser's credit card for the then current list price of the replacement part in the event purchaser fails to send the defective part to Segway.

(2) Segway may provide purchaser with a Return Materials Authorization number ("RMA#"). Purchaser shall then deliver the Segway PT, defective component, Replacement Part or Accessory to Segway or Segway's designated 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 the Segway PT with the Lithium-ion battery pack installed on the Segway PT. Purchaser shall pay the cost of shipping and purchaser shall bear the risk of loss during shipping. If the returned Segway PT, component, Replacement Part or Accessory is defective and this Limited Warranty applies, Segway (or Segway's designated dealer or other service provider) shall, within a reasonable period of time, repair the Segway PT, or repair or replace the defective component, Replacement Part or Accessory. Purchaser shall then pick up the repaired Segway PT or repaired or new or reconditioned component, Replacement Part or Accessory from Segway or Segway's designated dealer or other service provider (or purchaser may arrange for shipment back to purchaser at purchaser's expense).

Subject to the exclusions, limitations and conditions stated in this Limited Warranty, Segway warrants parts provided under this Limited Warranty against defects in materials and workmanship for the period that is the balance of the original Segway Personal Transporter Limited Warranty period for the part that is replaced. Segway repair or replacement of defective parts or Accessories does not extend the term of this Limited Warranty, which shall expire (as to original, repaired, and replaced parts and Accessories) upon expiration of the applicable Limited Warranty period from the date of original delivery of the Segway PT, Replacement Part, or Accessory to the purchaser.

Segway's obligations and liability for any defects in any Segway PT component, Replacement 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, Replacement Part, or Accessory or this warranty. Segway is not responsible for any loss of use of a Segway PT, Replacement Part, or Accessory or for any inconvenience or other loss or damage which might be caused from any defect in a Segway PT, Replacement Part, or Accessory, or for any other incidental or consequential damages the Purchaser may have as a result of any defect in a Segway PT or Accessory.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO SEGWAY HTs, REPLACEMENT PARTS, AND ACCESSORIES. 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.

ONE-YEAR EXTENSION - Available at extra charge to commercial or governmental customers only

For additional cost, commercial or governmental buyers of Segway PT may purchase a one-year warranty extension at the time of purchase of the Segway PT. If purchaser purchased such a one-year warranty extension from Segway, then the one year term for the limited warranty coverage of the Chassis, Chassis Cover Plate, Gearboxes, Handlebar/Control Shaft assembly [but not the attachments thereto listed under the ninety (90) day warranty above], Control Shaft Base, Controller Boards, Balance Sensor Assembly, Motors, and internal wiring is extended for one additional year (so that it expires two years after date of delivery of the Segway PT to the original purchaser), such extended limited warranty coverage being subject to all the exclusions, limitations and conditions stated above. Warranty coverage is not extended for the components covered for ninety (90) days.

TWO-YEAR EXTENSION - Available at extra charge to commercial or governmental customers only

For additional cost, commercial or governmental buyers of Segway PT may purchase a two-year warranty extension at the time of purchase of the Segway PT. If purchaser purchased such a two-year warranty extension from Segway, then the one year term for the limited warranty coverage of the Chassis, Chassis Cover Plate, Gearboxes, Handlebar/Control Shaft assembly [but not the attachments thereto listed under the ninety (90) day warranty above], Control Shaft Base, Controller Boards, Balance Sensor Assembly, Motors, and internal wiring is extended for two additional years (so that it expires three years after date of delivery of the Segway PT to the original purchaser), such extended limited warranty coverage being subject to all the exclusions, limitations and conditions stated above. Warranty coverage is not extended for the components covered for ninety (90) days.

New Hampshire law governs this Limited Warranty.