

LIMITED WARRANTY POLICY

Segway Powersports, hereinafter referred to as SEGWAY, gives a LIMITED WARRANTY on components of your new SEGWAY vehicle against defects in material or workmanship when properly set up and operated in accordance with the recommendations set forth in the SEGWAY Operator's Manual. SEGWAY gives a ONE (1) YEAR limited warranty for recreational use of the vehicle. For commercial use, SEGWAY gives a NINETY (90) DAY limited warranty. The limited warranty is transferable to the next purchaser of the vehicle at any time prior to expiration of the warranty period.

SEGWAY's liability for any defect with respect to accepted goods shall be limited to repairing the goods at an authorized dealer or other SEGWAY designated location or replacing them as SEGWAY shall elect. The limited warranty policy begins upon delivery of the unit to the original customer.

WARRANTY REQUIREMENTS

The warranty registration form must be filled out and returned to Segway Powersports to validate all warranty claims. Dealer mileage, service calls and pick-up/delivery charges are the customer's responsibility.

LIMITATIONS OF WARRANTY

SEGWAY products are designed to provide years of dependable service when use and maintenance are in accordance with SEGWAY's recommendations. The potential for misuse in many applications exists; therefore, a limited warranty is provided as follows:

This warranty shall not apply to any vehicle repaired or altered outside the SEGWAY factory or authorized SEGWAY dealership or service center or in any way so as in SEGWAY's judgment to affect its stability or reliability. This warranty shall not apply to any vehicle which has been subject to misuse, abuse, negligence or accident, nor to any vehicle not operated in accordance with SEGWAY's instructions. SEGWAY may elect to have an area representative evaluate the condition of the machine before warranty is considered.

In addition, this limited warranty provides no coverage for general wear or maintenance items, modifications, environmental conditions and/or use for which the vehicle was not designed or not intended, including but not limited to the following items:

- Batteries
- Bearings
- Brake components
- Bushings
- Carburetor/throttle body components
- Circuit breakers/fuses
- Clutches and components
- Coolants
- Drive belts
- Electronic components
- Engine components
- Filters
- Finished/unfinished surfaces
- Hydraulic components/fluids
- Light bulbs/lamps
- Lubricants
- Sealants
- Seat components
- Spark plugs
- Steering components
- Suspension components
- Wheels and tires

EXCLUSIONS OF WARRANTY

Except as otherwise expressly stated herein, SEGWAY makes no representation or warranty of any kind, expressed or implied. **The implied warranty of merchantability and fitness for a particular purpose are excluded from this limited warranty.** The remedies set forth in this warranty are the only remedies available to any person under this warranty. SEGWAY shall have no liability to any person for incidental, consequential or special damages of any description, whether arising out of express or implied warranty or any other contract, negligence, or other tort or otherwise. This exclusion of consequential, incidental and special damages is independent from and shall survive any finding that the exclusive remedy failed of its essential purpose. Upon purchase, the buyer assumes all liability, all personal injury and property damage resulting from the handling, possession or use of the goods by the buyer.

No agent, employee or representative of SEGWAY has any authority to bind SEGWAY to any affirmation, representation or warranty concerning its vehicles except as specifically set forth herein.