



## SEGVATOR® LIMITED WARRANTY

"We, "us" and "our" refer to SEGVATOR®, LLC.

### LIMITED WARRANTY:

We provide a limited warranty to the original retail purchaser (referred to herein as "you" or "your") of the SegVator® and its related parts and accessories (the "Products") that the Products will be free from material defects in workmanship and materials under normal use and service for a period of six months (except for the electronic system and power inverter which warranty extends for a period of 90 days) from the date of your retail purchase (the "Warranty Period"). We shall assign to you any applicable manufacturer's warranties for the Products, to the extent permitted by such manufacturer. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as an express warranty. Prior to installing, using or permitting the installation and use of the Products, you shall determine the suitability of the Products for the intended use and will cause the Products to be installed correctly. You shall assume all risk and liability whatsoever in connection therewith. We provide NO WARRANTY for the Products in cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, normal wear and tear, damage due to environmental or natural elements, failure to follow our instructions or improper installation, storage or maintenance.

### REMEDY:

Our sole and exclusive obligation under this warranty (and your sole and exclusive remedy) shall be, upon prompt written notice to us by you during the Warranty Period of any defect related to the Products, to either, at our option, repair or replace without charge, F.O.B. our facility, any of the defective Products or part thereof expressly warranted herein by us against defects and found by us in our sole discretion to be defective and covered by this warranty. This warranty covers only replacement or repair of defective Products or parts thereof at our main facility. To provide us notice of a warranty claim or request for warranty service, send us notice including proof of purchase at the following address: **SegVator®, LLC, 11200 W. Silver Spring Rd., Milwaukee, Wisconsin, USA, 53225, warranty@segvator.com** or contact us at **414-461-9100**. The costs, expenses and all risks associated with shipping for returning the Products, as well as the costs and expenses of getting the Products from us are your responsibility.

### DISCLAIMER OF WARRANTIES:

**FOR COMMERCIAL PRODUCTS, ALL WARRANTIES IMPLIED BY LAW, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND SHALL NOT APPLY. FOR CONSUMER PRODUCTS, WARRANTIES IMPLIED BY LAW, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO THE WARRANTY PERIOD AS DESCRIBED ABOVE.** Some states do not allow limitations on how long an implied consumer warranty lasts, so the above limitation may not apply to you.

### LIMITATION ON DAMAGES:

**OUR AGGREGATE LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ORIGINAL PURCHASE PRICE YOU PAID FOR THE PRODUCTS. IN NO EVENT SHALL WE BE LIABLE FOR DAMAGE CAUSED TO A SEGWAY® RESULTING FROM THE PRODUCTS, OR FOR ANY OTHER INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES OR LOST PROFITS.** Some states do not allow the exclusion or limitation of incidental and consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.