



miniPRO

# LIMITED WARRANTY

This sheet and a valid commercial invoice/receipt are the only two authorized Ninebot Limited Warranty documents. Please retain this sheet for warranty service.

## Record your miniPRO Serial Number in the box below.

You can find the Serial Number on the exterior of the shipping box.

Serial Number Here

### Service Contacts

Service E-mail: technicalsupport@segway.com  
Toll Free: 1-866-473-4929  
Visit www.segway.com for the latest contact information.  
The Ninebot by Segway miniPRO is distributed by Segway Inc.

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## Ninebot™ by Segway miniPRO Limited Warranty Terms and Conditions

Ninebot (Tianjin) Technology Co., Inc. ("Manufacturer") provides the first retail purchaser with the following Limited Warranty Terms and Conditions for Ninebot™ by Segway® miniPRO.

### 1. Legal Statement

The Limited Warranty Terms and Conditions outlined in this document apply only in the United States, Mexico and Canada. Terms and conditions that are in conflict with local laws and regulations will be superseded by those laws and regulations. In the absence of clear local laws or regulations relating to these Limited Warranty Terms and Conditions, the following conditions will dictate the product's Limited Warranty. All retailers must be authorized by Segway Inc. and/or its authorized distributor to resell Ninebot by Segway miniPRO, otherwise those products sold will not be covered by this Limited Warranty.

### 2. Limited Warranty Terms

- 2.1 The miniPRO's main frame (except for the parts defined in 2.2) is warranted against manufacturing defects for a period of one year from date of purchase.
- 2.2 The miniPRO's battery pack and charger are warranted for a period of 180 days from date of purchase. The battery pack and charger, if purchased separately, will have identical terms.
- 2.3 Purchasers must retain this Limited Warranty Card and their purchase receipt/invoice. Both documents must be presented when requesting warranty service.
- 2.4 If the Limited Warranty Period has expired, Segway or an authorized service provider will charge purchaser the necessary costs to provide repair/replacement service. Please refer to www.segway.com.

### 3. Limited Warranty Service Methods

An authorized service provider will conduct an inspection of products under the applicable Limited Warranty Period, Terms and Conditions, and replace the necessary parts with new or reconditioned parts. If a product cannot be repaired, the Manufacturer will replace it with a new or reconditioned product of same or similar style. Parts replaced within the Limited Warranty Period will be retained by the Manufacturer. For eligible repair under these Limited Warranty Terms, please contact www.segway.com or call 1-866-4SEGWAY.

### 4. Non-Warranty Terms

Subject to local laws and regulations, conditions exist that will exclude any warranty coverage. These conditions include, but are not limited to, the following:

- 4.1 External components subject to wear, hubs, tires, fender and foot mats.
- 4.2 Damage to the product from misuse and/or neglect, or from not following the instructions in the user materials.
- 4.3 Product that is outside of the Limited Warranty Period.
- 4.4 No proof of purchase that is a purchase/receipt invoice.

- 4.5 Damage or breakage not stemming from a manufacturer's quality defect.
- 4.6 All external causes (without limitation) such as fire, water submersion, high pressure water spray, freezing, earthquake, dropping, severe oxidation, and chemical solvent corrosion.
- 4.7 Misuse, such as exceeding specified weight limits, riding over/into obstacles (including but not limited to stairs, walls, and curbs), extreme sports and commercial use.
- 4.8 Disassembling and repairing without authorization from Segway Inc.
- 4.9 Damaging or tampering of the mainframe Serial Number.
- 4.10 Damage caused from improper packaging or mishandling during shipment to the warranty-service provider.
- 4.11 Malfunction or damage not stemming from manufacturer's product-design, technology, manufacturing or quality.
- 4.12 Products purchased from a non-authorized retailer, or purchasing from a retailer that is selling the product outside of its authorized market (known as a grey-market retailer).
- 4.13 Removal or alteration of the product's tamper-resistant seals.

### 5. Limited Liability

The Manufacturer's obligations and liability for any defects in any *Ninebot by Segway miniPRO* and its component parts are limited to repair or replacement of defective parts as required by this Limited Warranty. The Manufacturer neither assumes (nor authorizes anyone to assume on its behalf) any other obligation or liability in connection with a Ninebot by Segway product, its component parts, accessories, service repair, or this Limited Warranty. Segway is not responsible for any loss of use of a Ninebot by Segway product, its component parts, accessories, or for any inconvenience or other loss or damage which might be caused from any defect in a Ninebot by Segway product, its component parts, accessories, service repair, or for any other incidental or consequential damages the purchaser may have as a result of any defect in a Ninebot by Segway product, its component parts, accessories, or service repair.

\*THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO miniPRO AND ITS COMPONENT PARTS, ACCESSORIES, AND SERVICE REPAIR. THE MANUFACTURER 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.

## 6.Claims and Dispute Resolution

ALL CLAIMS OR DISPUTES ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCT SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION AS PROVIDED FOR HEREIN, AND NOT BY A COURT OR JURY.

Any such claim or dispute shall not be combined or consolidated with a claim or dispute involving any other person's or entity's product or claim or dispute, and specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action or class arbitration.

The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the applicable law. The arbitration shall be conducted by the American Arbitration Association (AAA) pursuant to its Consumer Arbitration Rules (AAA Rules). The Federal Arbitration Act governs this provision. The arbitrator shall decide all issues of interpretation and application of this arbitration provision and the Limited Warranty.

For any arbitration in which your total damage claims, exclusive of attorney fees and expert witness fees, is \$5,000.00 or less ("Small Claim"), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant its attorney fees, expert witness fees or costs unless it is determined that any of the claims was brought in bad faith. In a Small Claim case, you shall be required to pay no more than half of the total administrative, facility and arbitrator fees, or \$50.00 of such fees, whichever is less, and Ninebot shall pay the remainder of such fees.

Administrative, facility and arbitrator fees for arbitrations in which your total damage claims, exclusive of attorney fees and expert witness fees, exceed \$5,000.00 ("Large Claim"), shall be determined according to AAA Consumer Rules. In a Large Claim case, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorney fees, expert witness fees and costs.

Judgment may be entered on the arbitrator's award in a Small Claim or Large Claim case in any court of competent jurisdiction.

This arbitration provision also applies to claims and disputes by you, the purchaser of the product, and all those in privity with you, including your family members, beneficiaries and assigns, against Ninebot's parent(s), subsidiaries and affiliates, and any person or entity that licensed, supplied, sold or distributed the product, and each of their officers, employees, representatives, licensors/licensees, agents, beneficiaries, predecessors in interest, successors, and/or assigns.

You may opt out of this dispute resolution procedure by providing notice to Ninebot no later than 30 calendar days after the date of the first consumer purchaser's purchase of the product. To opt out you must send notice by e-mail to Ninebot at optout@segway.com, with the subject line: "Arbitration Opt Out." The opt out notice by e-mail must include (a) your name, address and phone number; (b) the date on which the product was purchased; (c) the product model name or model number; and (d) the Serial Number. Alternatively, you may opt out by calling 1-866-473-4929, prompt 2 no later than 30 calendar days from the date of the first consumer purchaser's purchase of the product and providing the same information. These are the only two forms of notice that will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty in any way, and you will continue to enjoy the benefits of the Limited Warranty.