





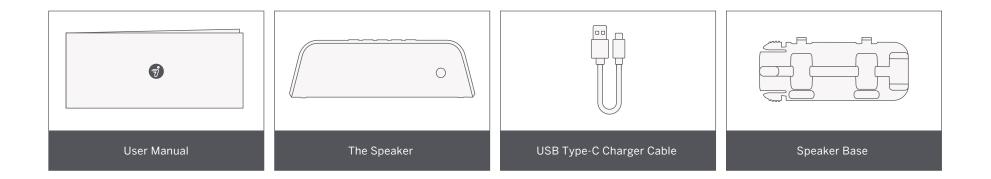
Thank you for choosing Ninebot Engine Speaker (hereinafter referred to as "the speaker"). This product can be connected to mobile phones to play music, and can also be connected to many Segway-Ninebot vehicle models. When connected to vehicles, it can simulate different engine sound effects.

Enjoy these interesting and cool sound effects!



The manufacturer reserves the right to make changes to the product and update this manual at any time. Product parameters are subject to change without prior notice.

Visit www.segway.com to download the latest user materials

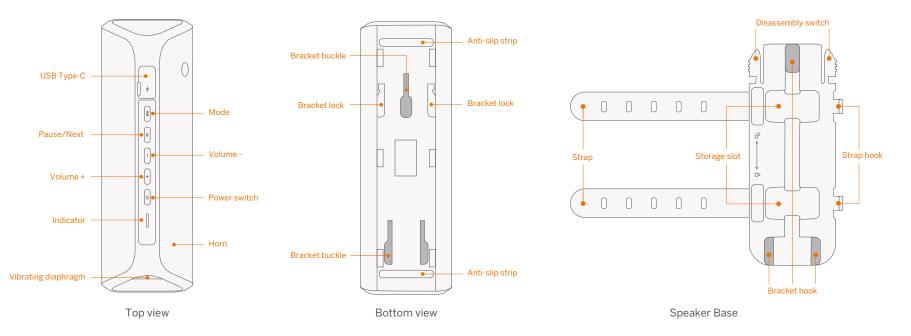


\*Please check the packaging contents carefully. In case of any missing or damaged items, please call the after-sales service.

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# **1 Product Diagram**

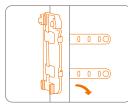


# **2** Installation

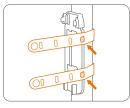


This chapter takes Ninebot GoKart Pro as an example. The specific installation steps depend on the vehicle model.

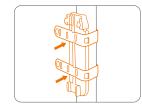
## Install the Base



1. Place the base in a proper position (as shown above, the bracket hook is located below) and wrap the strap around the vehicle body.

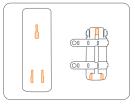


2. Fasten the strap onto the strap hook of the base. Make sure it is firmly affixed.



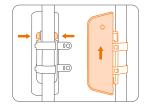
3. Press the remaining part of the strap into the storage slot.

## Install/Remove the Speaker



base.

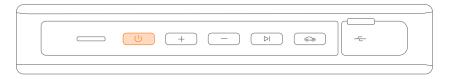
- 1. Align the holes on the bottom of 2. Press down until you hear a the speaker with those in the "clicking" sound.



3. When removing the speaker, press the disassembly switch while lifting the speaker upward.

# **3 Connect to a Vehicle (Vehicle Mode)**

NOTE: Please ensure that the vehicle to be connected is turned on and the firmware has been updated to the latest version in the Segway-Ninebot App.



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1. Press the power switch to turn on the speaker. The indicator is white by default. If the indicator is blue, please press the Mode button to switch to the white indicator.

#### Tip:

After powered on, the speaker has two modes: vehicle mode (white light with engine sound) and music mode (blue light with chord sound effect).

2. Press and hold the Mode button to start pairing. Please operate the vehicle according to the voice prompt to complete the pairing. Once the pairing succeeds, the speaker will automatically connect to the vehicle, and the indicator will be solid white. If the pairing fails, repeat this step.

#### Note:

- When connecting, please ensure that there is only one active vehicle within the range of the Bluetooth (about 10 m) and the Bluetooth of the vehicle is not connected, otherwise the connection may not be successful.
- · If the vehicle to be connected is Ninebot eScooter or Ninebot eMoped, please disable the "Ninebot AirLock" function in the Segway-Ninebot App, otherwise the speaker may not be connected.
- The speaker automatically connects to the paired vehicle. If you need to connect the speaker to another vehicle, please repeat this step.
- 3. After the speaker is successfully connected, press "Next" to change the engine sound effect.

#### Tip:

The speaker has four kinds of engine sound effects: single-cylinder engine, double-cylinder engine, V8 engine and V12 engine.

# 4 Connect to a Mobile Phone (Music Mode)

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	$\square$

1. Press the power switch to turn on the speaker.

- 2. Short press the Mode button until the blue indicator is on and the chord sound effect is sounded.
- 3. Enable the Bluetooth on your mobile phone and connect to "Ninebot Engine Speaker". After pairing, the speaker can play music from your mobile phone.

## **5** Charging



When the indicator flashes red, the speaker has low battery, please charge it immediately.

1. Open the rubber cover of the charging port;

2. Insert the charging cable to charge. The indicator is solid red during charging.

3. When the battery is full, the indicator will be solid green. Disconnect the charging cable when finished.

# **6 Button Functions**

Button	Function 1	Function 2
O Power switch	Short press to power on.	Long press to power off.
+ Volume +	Short press to increase the volume by one bar.	Long press to quickly increase the volume.
- Volume-	Short press to reduce the volume by one bar.	Long press to quickly reduce the volume.
Pause/Next	In vehicle mode, short press to switch sound effects.	In music mode, short press to play/pause.
Mode Short press to switch between vehicle mode and		Long press to pair in vehicle mode.
( Widde	music mode.	Long press to disconnect/restore Bluetooth connection in music mode.

# 7 Meanings of Indicators

	Indicator status	Meaning
	White flashes quickly	Not pairing a vehicle
	White double flashes	Vehicle is pairing
Vehicle mode	White flashes slowly	Pairing a vehicle but it is not connected successfully
	Solid white indicator	Connected to the vehicle successfully
Music mode	Blue flashes slowly	Not connected to mobile phone in music mode
	Solid blue	Connected to mobile phone in music mode
Charging status	Red flashes slowly	Low battery
	Solid red	Charging
	Solid green	Fully charged

# **8** Applicable models

Vehicle	Model	三風谿
	Ninebot S	12408
	Ninebot S-PRO	- 1933
Self-balancing vehicles	Ninebot S-PLUS	<b>B</b> 18-6
Ū	Ninebot Dynamic	Please
	Ninebot S-Max	to learr
	Mi Electric Scooter	compa
	Ninebot KickScooter ES1/ES2/ES3/ES4	and ho
Kickscooter	Ninebot KickScooter E22/E25/E45	
	Ninebot KickScooter MAX	
	Ninebot eScooter E70C*	
	Ninebot eScooter E80*	
	Ninebot eScooter E80C*	
Electric Motorbike	Ninebot eScooter E90*	
	Ninebot eScooter E100*	
	Ninebot eScooter E125*	
	Ninebot eScooter E200P*	
	Ninebot eScooter E200P ONE*	
	Ninebot GoKart Kit	
Ninebot GoKart	Ninebot GoKart Pro	
	Ninebot Kart Pro (Lamborghini Edition)	*Please
	Ninebot eMoped C40*	"Ninel
	Ninebot eMoped C60*	featur
Electric Bike	Ninebot eMoped C80*	Segwa
	Segway Dirt eBike X160	App, o speak
	Segway Dirt eBike X260	conne

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scan the code about more ible models v to pair.

disable the oot AirLock" e in the y-Ninebot herwise the r may not be cted.

# **9** Specifications

Product	Product name	Ninebot Engine Speaker
FIOUUCI	Product model	BT2928
	Dimensions (length × width × height)	248 × 83 × 77 mm
	Net weight	715 g
Basic information	IP rating	IP55
	Button functions	Power on/off, volume +, volume -, next, mode switching.
	Charging port	USB Type-C
	Dimensions	50 × 50 mm
Horn	Material	NdFeB
	Specifications	20-core double magnetic trumpet
	Power	8 W × 4
	Bluetooth protocol	HFPV1.6 HSPV1.2 A2DPV1.2 AVRCPV1.4 DIV1.3
Bluetooth specification	Bluetooth version	V 4.2 and above
Diactooti speemeation	Frequency	2.4 GHz-2.48 GHz
	Working distance	Approx. 10 meters
	Number of channels	Double channel
	Output power (Max)	8 W × 4
Audio specification	Rated power	5 W × 4
	Frequency range	100 Hz – 20 KHz
	Signal to noise ratio	> 80 dB (2 W)
	Rated capacity	2200 mAh (7.4 V)
Battery specification	Play time	2–3h
Dattery specification	Charging input	5 V, 3 A
	Charging time	2.5h
Ambient temperature	Storage environment	-10–60°C
Ambient temperature	Operating environment	-10-50°C

# **10 Certifications**

### The battery complies with UN/DOT 38.3

## Federal Communications Commission (FCC) Compliance Statement for USA

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Note: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation.

If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

-- Reorient or relocate the receiving antenna.

- -- Increase the separation between the equipment and receiver.
- -- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- -- Consult the dealer or an experienced radio/TV technician for help.

This equipment complies with FCC radiation exposure limits set forth for an uncontrolled environment. This equipment should be installed and operated with minimum distance 20cm between the radiator and your body. This transmitter must not be co-located or operating in conjunction with any other antenna or transmitter.

## Industry Canada (IC) Compliance Statement for Canada

This device contains licence-exempt transmitter(s) that comply with Innovation, Science and Economic Development Canada's licence-exempt RSS(s).

Operation is subject to the following two conditions:

1. This device may not cause interference.

2. This device must accept any interference, including interference that may cause undesired operation of the device.

L'émetteur exempt de licence contenu dans le présent appareil est conforme aux CNR d'Innovation, Sciences et Développement économique Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes :

1.L'appareil ne doit pas produire de brouillage;

2.L'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

This equipment complies with IC RSS-102 radiation exposure limits set forth for an uncontrolled environment. This transmitter must not be co-located or operating in conjunction with any other antenna or transmitter. This equipment should be installed and operated with minimum distance 20cm between the radiator and your body.

Cet équipement est conforme aux limites d'exposition aux radiations IC CNR-102 établies pour un environnement non contrôlé. Cet émetteur ne doit pas être situé ou fonctionner conjointement avec une autre antenne ou un autre émetteur. Cet équipement doit être installé et utilisé avec une distance minimale de 20 cm entre le radiateur et votre corps.

Neither Segway Inc. nor Ninebot is responsible for any changes or modifications not expressly approved by Segway Inc. or Ninebot. Such modifications could void the user's authority to operate the equipment.

Ninebot Engine Speaker(model BT2928) FCC ID:2ALS8-BT2928 IC:26182-BT2928

## Important WEEE information



WEEE Disposal and Recycling Information Correct Disposal of this product. This marking indicates that this product should not be disposal with other household wastes through out the EU.

To prevent possible harm to the environment or human health from uncontrolled waste disposal, recycle it responsible to promote the sustainable reuse of materials resources. To return your used device, please use the

return and collection systems or contact the retailer where the product was purchased. They can take this product for environmental safe recycling.

## Battery recycling information for the European Union



Batteries or packaging for batteries are labeled in accordance with European Directive 2006/66/EC and amendment 2013/56/EU concerning batteries and accumulators and waste batteries and accumulators. The Directive determines the framework for the return and recycling of used batteries and accumulators as applicable throughout the European Union. This label is applied to various batteries to indicate that the battery is not to be thrown away, but rather reclaimed upon end of life per this Directive.

In accordance with the European Directive 2006/66/EC and amendment 2013/56/EU, batteries and accumulators are labeled to indicate that they are to be collected separately and recycled at end of life. The label on the battery may also include a chemical symbol for the metal concerned in the battery (Pb for lead, Hg for mercury, and Cd for cadmium). Users of batteries and accumulators must not dispose of batteries and accumulators as unsorted municipal waste, but use the collection framework available to customers for the return, recycling, and treatment of batteries and accumulators. Customer participation is important to minimize any potential effects of batteries and accumulators on the environment and human health due to the potential presence of hazardous substances.

Before placing electrical and electronic equipment (EEE) in the waste collection stream or in waste collection facilities, the end user of equipment containing batteries and/or accumulators must remove those batteries and accumulators for separate collection.

## Restriction of Hazardous Substances (RoHS) Directive

This Ninebot (Changzhou) Tech Co., Ltd. product, with included parts (cables, cords, and so on) meets the requirements of Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment "(RoHS recast" or "RoHS 2").

## Radio Equipment Directive

# CE

Segway Europe BV, Hogehilweg 8, 1101 CC Amsterdam, The Netherlands.

Hereby, Ninebot (Changzhou) Tech Co., Ltd, declares that the wireless equipment listed in this section are in compliance with the essential requirements and other relevant provisions of Directive 2014/53/EU.

Bluetooth	Frequency Band(s)	2.4000-2.4835GHz
Dideroorli	Max. RF Power	20mW

# 11 FAQs

Problems and Issues	Possible solutions	
	1. Check whether the speaker is paired or try to restart the speaker.	
Connection and pairing failure	2. Check whether the vehicle is powered on or try restart the vehicle.	
for multiple times	3. Are there any other applicable vehicles nearby? If yes, please turn them off.	
	4. Check whether the Bluetooth of the vehicle is connected.	
Low volume or distorted sound	1. Check the volume and adjust to the appropriate value.	
Low volume of distorted sound	2. In case of low battery voltage, please charge the battery.	
	1. Make sure the vehicle is within the effective connection distance of the speaker.	
Interrupted music	2. There is obstacle between the speaker and the vehicle.	
The speaker indicator is not on	1. Make sure there is enough remaining battery.	
The speaker indicator is not on	2. Charge the speaker and turn it on.	
Other problems	Contact the official after-sales service for support.	

## **12 Precautions**

## Instructions for Product Use

- 1. To avoid damage caused by falling, do not throw or cast the product.
- 2. Do not disassemble, repair or modify the product. Avoid falling or being under heavy pressure.
- 3. Do not use or store the product in high temperature. Do not expose the product to rain or humid environment. Please do not store the product together with flammable, explosive and corrosive chemicals.
- 4. The product contains lithium battery, please do not put it in fire, so as not to cause danger. When discarding the product, please abide by local laws and regulations.
- 5. Do not touch the diaphragms on the left and right of the speaker.

## Instructions for Users

- 1. In order to avoid hearing damage, please use medium or low volume when playing for a long time.
- In order to prolong the service life of the battery, please charge it in time after each use. Do not wait until the battery runs out before recharging. Do not store the speaker for a long time under low battery.
- 3. When the product cannot be turned on, please connect it to the charger to charge for 10 minutes.
- 4. Do not clean the product when charging. This product should be powered off before cleaning.
- 5. To avoid damage to the product, please use the charger with an output voltage/current of 5 V/3 A

## Maintenance

- 1. The normal working temperature of the speaker should be-10 °C-50 °C. Temperature extremes will accelerate the aging of electric components. Pay special attention to cooling and maintaining air circulation in summer.
- Charge regularly. If the product is not used for a long time, especially in humid and high temperature seasons, it is best to charge it for half an hour every day. Prevent the internal coil, the speaker voice coil and the transformer from being damaged by humidity.
- 3. Regularly wipe the speaker surface with clean, wet and soft cotton cloth; When not in use, cover it with a dust cover or cloth to prevent dust from entering the speaker.

# **13 Trademarks and legal statements**

Ninebot and Ninebot AirLock are the trademarks of Ninebot (Tianjin) Tech Co., Ltd; Segway and the Rider Design are the registered trademarks of Segway Inc., Mi is the registered trademark of Xiaomi Inc; Lamborghini is the registered trademark of AUTOMOBILI LAMBORGHINI S.P.A. The respective owners reserve the rights of their trademarks referred to in this manual.

We have attempted to include descriptions and instructions for all the functions of Ninebot Engine Speaker at the time of printing. However, due to constant improvement of product features and changes of design, your Speaker may differ slightly from the one shown in this document.

Please note that there are multiple Segway and Ninebot models with different functions, and some of the functions mentioned herein may not be applicable to your unit. The manufacturer reserves the right to change the design and functionality of the Speaker product and documentation without prior notice.

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# **14 Limited Warranty and Dispute Resolution Agreement**

#### Limited Warranty of Ninebot Engine Speaker and Dispute Resolution Agreement

This is a limited warranty (the "Limited Warranty") provided by the manufacturer of the Ninebot Engine Speaker (the "Product") to the consumer or End Users. This Limited Warranty only and exclusively applies to the Product distributed and/or sold by and/or through Segway Parties or Segway Dealers (as defined below) in the North America market, if you are not a resident in the North America market, please contact us before use of the Product as you may not have a warranty or have a different warranty than the one provided herein.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR IN OTHER COUNTRIES. THIS LIMITED WARRANTY IS A BINDING LEGAL AGREEMENT BETWEEN YOU AND SEGWAY AND OTHER SEGWAY PARTIES (AS DEFINED BELOW). AND IT IS YOUR RESPONSIBILITY TO READ THIS ENTIRE LIMITED WARRANTY AND UNDERSTAND IT BEFORE USE OF THE PRODUCT.

THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT:

https://www.segway.com/warranty-information, AND IN THE DOCUMENTATION PROVIDED WITH THE PRODUCT.

#### WARNING:

USE OF THE PRODUCT BY A PERSON WHO HAS NOT RECEIVED SUFFICIENT TRAINING, DOES NOT POSSESS NECESSARY EXPERIENCE AND SKILLS, OR AGAINST, IN VIOLATION OF OR NOT ACCORDING TO THE USER MANUAL, INSTRUCTIONS, GUIDANCE AND/OR SAFETY WARNINGS MAY CAUSE SEVERE BODILY INJURY OR EVEN DEATH OR PROPERTY DAMAGES. PLEASE READ EACH AND EVERY SECTION OF THIS DOCUMENT CAREFULLY BEFORE USE OF THE PRODUCT. YOU ARE ENCOURAGED TO CONSULT WITH YOUR PROFES-SIONALS AND ADVISORS REGARDING THE INFORMATION PROVIDED HEREIN ESPECIALLY THOSE RELATED TO THE SAFETY AND YOUR LEGAL RIGHTS AND DUTIES.

1.Limited Warranty Period.

This Limited Warranty covers only defects of any material or workmanship of the Product and components thereof when the Product and components thereof are being used under normal and ordinary conditions. In an

event that a defect covered by this Limited Warranty occurs, Segway and/or other Segway Parties in its sole discretion will repair or replace the defective Product or components thereof in accordance with this Limited Warranty. The applicable Limited Warranty Period for the Limited Warranty commences on the date of the original purchase of the Product from either of Segway, Segway's authorized reseller, Segway's authorized distributor, or an authorized Dealer (each a "Segway Dealer" or collectively the "Segway Dealers").

Name of the Component	Limited Warranty Period
Main body of the speaker	1 year
Base, data cable	90 days

#### 2.Limited Warranty Service Process.

Segway Inc. is the customer service provider for the Product in North America market (hereinafter "Segway"). If your Product is from South American market, please contact your local dealers. Segway's online services are available at http://www.segway.com/support/service-warranties. During your use of the Product, you believe the Product or its component is defective and/or does not work properly, PLEASE IMMEDIATELY STOP USING THE PRODUCT, AND STORE THE PRODUCT PROPERLY. YOUR CONTINUED USE OF THE PRODUCT UNDER SUCH CIRCUMSTANCE MAY CAUSE SEVERE BODILY INJURY OR EVEN DEATH TO YOU OR THE OTHERS. Thereafter, please immediately contact Segway at toll-free number 888-523-5583, or technicalsupport@segway.com. Segway's technical support personnel are available to assist you online or over the phone in diagnosing the defect, and if any, and providing further instructions. In the event the warranty services are required, please prepare for the following materials including (i) proof of the original purchase of the Product from Segway Dealers, (ii) the Product's serial number, and (iii) a description of the defect if applicable. Upon the verification of your eligibility for the Limited Warranty protection and/or services, you should provide your name, email address, mailing address, and contact phone number to receive a Return Material Authorization number (the "RMA"). Segway must receive your defective Product or component thereof within thirty (30) days upon Segway's issuance of RMA to you. If a defective Product or component thereof cannot be shipped to Segway, Segway may direct you to a designated third-party service provider for the warranty services.

You will be responsible for the cost of shipping and risk of loss and damage that may occur during the shipment from you to Segway. You must include your defective Product or component within the original or Segway approved packaging, which will be provided at your cost, for shipment of the Product to Segway. Segway is not responsible for any loss and/or damages that may be caused by your improper packaging or shipment of the Product or component to Segway.

An authorized service provider or Segway Dealer will inspect your returned Product. If Segway reasonably determines that the problem is not covered by the Limited Warranty, Segway will notify you and inform you of service or replacement alternatives that are available to you on a fee basis, or Segway will return your Product to you unrepaired, and in such instance, you will be responsible for the cost of shipping and insurance for shipping to you.

For a return eligible for the warranty protection and/or services, Segway will serve defective Products with new or reconditioned parts of the same or similar style at no cost to you for the service. Parts replaced by Segway will be retained by, and become the property of Segway. In such a situation, Segway will pay reasonable return shipping charges for the return of the Product to you.

3. Limited Warranty Eligibility.

- 3.1Your service request must be received by Segway within the Limited Warranty Period as described above, and Segway must receive your Product in accordance with the Limited Warranty Service Process defined above.
- 3.2Your Product must be purchased from a Segway Dealer.
- 3.3You must provide the original purchase receipt.
- 3.4Your Product must have the serial number legible, unobscured, untampered, and unmodified.
- 3.5All tamper-resistant seals must be intact, in place and unmodified.
- 4. Limited Warranty Exclusions.

This Limited Warranty describes the service available to you in the event your product requires warranty

service and you may have additional protections under your local laws. This Limited Warranty does not cover and excludes damage to your Product or any component thereof caused by:

- 4.1 Abuse, misuse, recklessness, negligence, or commercial use.
- 4.2 Improper charging, storage, maintenance, or operation of the Product not in compliance with instructions or limitations as provided in the user materials.
- 4.3 Use of the Product not in compliance with applicable laws and regulations.
- 4.4 Use of the Product by persons with inadequate experience.
- 4.5 Accident, collision, riding at an unsafe speed on paved roads, riding at an unsafe speed on unpaved roads, riding over obstacles, amateur racing, professional racing, use in backcountry sports, fire damage, water damage, chemical damage, use of the product outside of the product's working temperature range, high-pressure water spray, earthquake, dropping, loading with excessive weights.
- 4.6 Modifications to mechanical parts, modification of electronic parts, or modifications to software embedded in the Product.
- 4.7 Service, repair, and maintenance by unauthorized providers.
- 4.8 Cosmetic damages.
- 4.9 Use of the Product with third party product, component, or accessory.
- 4.10 The normal deterioration of wear and tear parts.
- 4.11 Use of the Product with overdue wear and tear parts.

#### 5. LIABILITY DISCLAIMER AND LIMITATION.

SEGWAY AND OTHER SEGWAY PARTIES DO NOT ASSUME OR AUTHORIZE ANYONE TO ASSUME ON ITS BEHALF, ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH A PRODUCT, ITS COMPONENT PARTS, ACCESSORIES, SERVICE REPAIR, OR THIS LIMITED WARRANTY.

SEGWAY AND OTHER SEGWAY PARTIES ARE NOT RESPONSIBLE FOR ANY LOSS OF USE OF A PRODUCT, ITS COMPONENT PARTS, ACCESSORIES, OR FOR ANY INCONVENIENCE OR OTHER LOSS OR DAMAGE WHICH MIGHT BE CAUSED FROM ANY DEFECT IN A 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 PRODUCT. ITS COMPONENT PARTS, ACCESSORIES, OR SERVICE REPAIR. SOME COUNTRIES/STATES DO NOT ALLOW THE EXCLUSION OF LIMITATION OF INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU THIS LIMITED WARRANTY HEREIN IS THE ONLY EXPRESS WARRANTY APPLICABLE TO PRODUCT AND ITS COMPONENT PARTS, ACCESSORIES, AND SERVICE REPAIR, SEGWAY AND OTHER SEGWAY PARTIES DISCLAIM ALL OTHER EXPRESS WARRANTIES. SEGWAY AND OTHER SEGWAY PARTIES LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. THE FOREGOING LIMITATIONS OR EXCLUSIONS OF WARRANTY SHALL SUBJECT TO ANY MANDATORY LAW THAT PROHIBITS SUCH EXCLUSION. LIMITATION. RESTRICTION, OR MODIFICATION OF WARRANTY, FOR ANY WARRANTY THAT MAY APPLY HEREIN ON THE GROUND THAT SUCH WARRANTY IS MANDATED BY LAW AND CANNOT BE EFFECTIVELY EXCLUDED. RESTRICTED OR MODIFIED BY THE FOREGOING DISCLAIMER. THE DURATION OF ITS APPLICABILITY SHALL BE THE PERIOD PROVIDED BY THE LIMITED WARRANTY HEREIN OR THAT REQUIRED BY THE APPLICABLE COUNTRY/STATE LAW, WHICHEVER IS SHORTER, SOME COUNTRIES/STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS. SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IN NO EVENT SEGWAY OR OTHER SEGWAY PARTIES' TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS UNDER ANY AND ALL APPLICABLE LAW OR THEORY, JOINTLY OR SEVERALLY, ARISING OUT OF OR RELATED TO THE PURCHASE OF THE PRODUCT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEEDS THE DUTY TO REPAIR OR REPLACE ANY DEFECTIVE PRODUCT, FURTHER SUBJECT TO SEGWAY'S SOLE AND EXCLUSIVE DISCRETION. IN NO EVENT SHALL BE SEGWAY OR OTHER SEGWAY PARTIES BE LIABLE TO ANY PERSON FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGED ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THE PURCHASE OF THE PRODUCT, ANY BREACH OF THIS AGREEMENT OR MANUFACTURER'S DUTIES REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SEGWAY OR OTHER SEGWAY PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TOR OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, UNLESS SUCH LIMITATIONS AND EXCLUSIONS ARE PROHIBITED BY APPLICABLE LAW. THE FOREGOING LIMITATIONS OR EXCLUSIONS APPLY EVEN IF AN AGGRIEVED CUSTOMER OR ANY OTHER PERSON'S (WHO MIGHT HAVE RIGHT OR CLAIM UNDER THIS AGREEMENT BY OPERATION OF LAW OR EQUITY) REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. IN THE EVENT SOME COUNTRIES/STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN OR ALL OF THE FOREGOING DAMAGES, SO TO THE EXTENT THAT SUCH LIMITATIONS OR EXCLUSIONS ARE NOT ALLOWED BY LAW, THEY MAY NOT APPLY TO YOU. SOME COUNTRIES/STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

To the extent permitted by applicable law, SEGWAY PARTIES hereby DISCLAIM any liability and thereby shall not be responsible for any damages, including but not limited death, bodily injury, or damages to property, arising out of or related to any conduct (including misconduct), action, inaction, act (including failure to act), omission or negligence by any authorized or unauthorized dealer, distributor, wholesaler, retailer or third party that involves into the distribution of Product or the services thereto. To the extent permitted by applicable law, the explicit representations and warranties, if any, provided herein, shall be the only warranties and representations made by SEGWAY PARTIES to any consumer or end-user. SEGWAY PARTIES shall not be responsible for any other warranties and/or representations that may be given and/or provided by another person unless Segway Parties have in a written form explicitly authorized such additional warranty and/or representation to be given to consumer or end-user.

#### 6.Claims and Dispute Resolution.

THIE CLAUSE CONTAINED HEREIN ARE LEGALLY BINDING BETWEEN YOU AND SEGWAY, ITS AFFILIATES, THE PRODUCT'S MANUFACTURER, DISTRIBUTORS, SELLERS, AND DESIGNERS AND INCLUDING BUT NOT LIMITED TO EACH OF THOSE SPECIFICALLY NAMES AND NOT SPECIFICALLY NAMED ENTITIES' PREDECES-SOR COMPANIES, SUBSEQUENT COMPANIES, AFFILIATED COMPANIES, SUBSIDIARIES, PARENT COMPANIES, ADMINISTRATORS, SUCCESSORS, ASSIGNS, EMPLOYEES, AGENTS, ATTORNEYS, OFFICERS, DIRECTORS, MANAGERS, MEMBERS AND REPRESENTATIVES, AND ANY INSURER OR REINSURER THEREOF (TOGETHER "SEGWAY PARTIES"). THE CLAUSE CONTAINED HEREIN MAY AFFECT YOUR RIGHTS TO REMEDY AND IT IS YOUR RESPONSIBILITY TO READ THE FOLLOWING SECTIONS CAREFULLY BEFORE USE OF THE PRODUCT.

#### 6.1 Binding Arbitration.

Segway Parties and you agree that any dispute, controversy, or claim arising out of, relating to or in connection with this agreement, the limited warranty, the sale, condition, or performance of the product, whether based in

contract, tort, fraud, misrepresentation or any other legal theory at law or in equity, including but not limited to any claims for death, injury or property damages, shall be submitted to binding arbitration upon the request of either party upon the service of that request on the other party. This arbitration clause shall apply all the persons in privity with you, including your family members, beneficiaries, and assigns.

The arbitration shall be conducted by the American Arbitration Association (AAA) according to its Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (collectively "AAA Rules"). The AAA Rules are available online at adr.org, or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the "Liability Disclaimer and Limitation" clause herein subject to the applicable law. The arbitration tribunal shall have the power to rule on any challenge to its jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. Any decision of the arbitrator shall be final and may be entered into any judgment in any court of competent jurisdiction. You waive the right to have your claim heard in a court of law and by jury.

You waive the right to participate in class actions arising from or relating to all claims and disputes with Segway Parties. You agree to arbitrate solely on an individual basis, and that this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement will remain in force.

Section 6 "Claims and Dispute Resolution" clause shall survive upon termination or expiration of this agreement and/or limited warranty or in an event that this agreement and/or the limited warranty is held as void, avoidable, invalid, or unenforceable, either in whole or part, by a competent adjudication institution with actual authority and jurisdiction over this matter.

Segway Parties require and you hereby agree that you shall arbitrate your claims against Segway Parties according to the arbitration described above before you exercise your rights according to the title of the Magnuson-Moss Warranty Act. Title lof the Magnuson-Moss Warranty Act does not require you to pursue rights and remedies available to you that are not provided by Title lof the Magnuson-Moss Warranty Act.

#### 6.2 Small Claim

For any arbitration in which your total 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 on the condition of the arbitrator's actual and affirmative finding that the claim is non-frivolous. In a Small Claim case, you are 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 Segway Parties shall pay the remainder of such fees. In a Small Claim case, Segway Parties shall not recover any attorney fees provided that your claim is non-frivolous. Administrative, facility, and arbitrator fees for arbitrations in which your total claimed damages, exclusive of attorney fees and expert witness fees, exceed \$5,000.00 ("Large Claim"), shall be determined according to AAA 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. The arbitrator shall be entitled to award declaratory or injunctive relief upon request by any party.

#### 6.3 Opt Out

YOU MAY OPT OUT OF THIS DISPUTE RESOLUTION PROCEDURE BY PROVIDING NOTICE TO SEGWAY AND OTHER SEGWAY PARTIES NO LATER THAN THIRTY (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 SEGWAY AT OPTOUT@SEGWAY COM WITH THE SUBJECT LINE: "ARBITRATION OPT-OUT." THE OPT-OUT NOTICE BY E-MAIL MUST INCLUDE (A) YOUR NAME, EMAIL ADDRESS, MAILING 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 SENDING AN ELECTION TO OPT-OUT LETTER TO SEGWAY AT SEGWAY INC., 14 TECHNOLOGY DRIVE. BEDFORD, NH 03110 VIA CERTIFIED MAIL WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THE FIRST END USER'S PURCHASE OF THE PRODUCT FROM SEGWAY DEALER. THE OPT-OUT LETTER SHALL CONTAIN THE FOLLOWING INFORMATION: (A) YOUR NAME, EMAIL ADDRESS, MAILING ADDRESS, AND PHONE NUMBER; (B) THE DATE ON WHICH THE PRODUCT WAS PURCHASED; (C) THE PRODUCT MODEL NAME OR MODEL NUMBER: (D) THE SERIAL NUMBER: AND (E) AN STATEMENT AS FOLLOWS: THE ABOVE CONSUMER ELECTS TO OPT-OUT THE DISPUTE RESOLUTION PROCEDURE AS PROVIDED BY THIS LIMITED WARRANTY, THESE ARE THE ONLY TWO EFFECTIVE WAYS TO OPT-OUT THIS DISPUTE RESOLUTION PROCEDURE FLECTION TO OPT-OUT 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.

6.4 Federal Arbitration Act

The Federal Arbitration Act governs this arbitration clause. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs its interpretation and enforcement.

#### 6.5 Procedure

The following is a description of the arbitration process

A. Mail a Notice of Dispute to Segway and/or the other relevant Segway Parties. Before initiating an arbitration against Segway Parties, you must first notify Segway and/or the other relevant Segway Parties of your dispute in good faith. Please include your contact information, your concerns, and the relief you intend to seek from Segway Parties, and any information you believe would help resolve the dispute. Segway and/or the other relevant Segway Parties will review your Notice of Dispute to determine whether Segway Parties may settle it with you to avoid arbitration. The notice should be sent by certified mail to Attention: Disputes, Segway Inc., 14 Technology Drive, Bedford, NH 03110. Please keep a copy of your notice for your records.

B. Wait 30 Days. Segway Parties will review your Notice of Dispute within thirty (30) days of Segway's receipt of your Notice of Dispute. If you do not hear from Segway within thirty (30) days of its receipt of your Notice of Dispute, you may proceed with filing an arbitration claim against Segway Parties. Should Segway provide you a written settlement offer, please keep this settlement offer because Segway Parties and you will be required to show this settlement offer to the arbitrator. Notwithstanding the foregoing, such offer, if any, shall not be shown to the arbitrator's determination on the merits of your claim.

C. Complete a Demand for Arbitration. You can initiate arbitration by completing a Demand for Arbitration that includes a basic statement of the (i) names and addresses and telephone numbers of the parties involved; (ii) your description of the dispute; and (iii) your short statement detailing why you are entitled to relief.

D. Send Segway Parties Your Demand for Arbitration. You can send Segway and/or the other relevant Segway Parties your Demand for Arbitration at the following address: Attention: Disputes, Segway Inc., 14 Technology Drive, Bedford, NH 03110. Please keep a copy of your notice for your record.

E. Send AAA Two (2) Copies of Your Demand for Arbitration. The Demand for Arbitration includes the address that you are to send two (2) copies of your Demand for Arbitration. This address is AAA Case Filing Services at 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. You should also include a copy of this warranty policy and the appropriate filing fee. Segway Parties will reimburse you for this filing fee. If you cannot afford to pay the filing fee, please contact Segway, and Segway will pay the filing fee for you if your claims seek a remedy less than \$75,000. AAA has an online filing option that you can find on its website: www.adr.org.

F. AAA Appointment of Arbitrator. If no claim in the arbitration exceeds \$75,000, the AAA will appoint an arbitrator and notify you and Segway Parties of the arbitrator's name and qualification. The AAA requires all arbitrators to check for any past or present relationships with the parties, potential witnesses, and the parties' attorneys. If the arbitrator has any such relationship, the AAA will inform Segway Parties and you. If either you or Segway Parties object to the AAA's choice of arbitrator, we'll have seven (7) days to inform the AAA.

G. Choose the Type of Hearing You Would Like. Unless you and Segway Parties agree to have any arbitration hearings somewhere else, the arbitration will take place in the county (or parish) that you purchased the Product. If your claim is for \$10,000 or less, you may choose to have the hearing conducted by telephone or in-person. Alternatively, you may choose to proceed to conduct the entire arbitration through written correspondence with the arbitrator that doesn't include an interactive hearing. Once the AAA has commenced the arbitration, you have ten (10) days to inform the AAA of your choice of hearing. If you don't make a choice, the AAA will conduct the arbitration by written correspondence without an interactive hearing. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Those rules currently provide for an in-person hearing if your claim exceeds \$10,000, but you and Segway Parties may agree whether that hearing is in person or by telephone, or whether to instead proceed with written correspondence.

H. Arbitrator's Decision. Within fourteen (14) days from the conclusion of the in-person or telephone hearing, or from the submission of all written evidence to the arbitrator if you have elected to conduct the arbitration through written correspondence, the arbitrator will render a written decision. That decision will include the essential findings and conclusions upon which the arbitrator based his or her award. Segway Parties will immediately respond to the arbitrator notifying the arbitrator whether, and to what extent, Segway Parties will abide by the decision, perform the obligations it has agreed to do. Any decision by the arbitrator may be utilized by any party for any reason.

# **Section 7 Statute of Limitation**

You must file any action arising directly or indirectly from the Limited Warranty no later than one year after the claim has accrued. You waive the right to file an action arising directly or indirectly from the Limited Warranty under any longer statute of limitations.