



Raccolta Carta



CE.04.00.0823.03-A

Ninebot KickScooter



ninebot®

Europe Limited Warranty and Arbitration Agreement

NOTICE: PLEASE READ THIS LIMITED WARRANTY AND ARBITRATION AGREEMENT AND KEEP THIS AGREEMENT FOR FUTURE REFERENCE. THIS AGREEMENT CONTAINS LIMITED WARRANTY CLAUSES FOR CONSUMERS IN EUROPE, MIDDLE EAST AND AFRICA ("EMEA") AND ARBITRATION CLAUSES WITH RESPECT TO NINEBOT KICKSCOOTER ("PRODUCT") AND ANY AND ALL TRANSACTION AND CLAIM RELATED TO AND/OR ARISING OUT OF THE PRODUCT.

THIS IS A BINDING LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU (EITHER AN INDIVIDUAL OR ENTITY) AND THE MANUFACTURER ("Ninebot"), SEGWAY-NINEBOT EMEA ("SEGWAY"), AND THEIR AFFILIATES (INCLUDING BUT NOT LIMITED TO THEIR PARENT COMPANY, SUBSIDIARY, AFFILIATED COMPANIES, PREDECESSOR, SUBSEQUENT COMPANY, ADMINISTRATORS, SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, MEMBERS, SHAREHOLDERS, AND AGENTS, ATTORNEYS, INSURERS OR REINSURERS) (COLLECTIVELY "SEGWAY PARTIES"), SEGWAY DEALERS (AS DEFINED BELOW) AND THEIR AFFILIATES (COLLECTIVELY "SEGWAY DEALERS").

PURCHASING THE PRODUCT, OPENING THE PRODUCT PACKAGING, USING THE PRODUCT, RETAINING THE PRODUCT, EXPLOITING THE BENEFITS OF THIS AGREEMENT, OR ELECTRONIC ACCEPTANCE OF THIS AGREEMENT SHALL CONSTITUTE ACCEPTANCE OF THIS AGREEMENT. IN AN EVENT YOU, AS A PARENT(S) OR LEGAL GUARDIAN(S), PURCHASE THIS PRODUCT ON BEHALF OF OR FOR YOUR CHILDREN, YOU HEREBY CONSENT TO AND APPROVE IN ALL RESPECTS THE TERMS AND CONDITIONS OF THE AGREEMENT AND AGREE THAT BOTH YOU AND YOUR CHILDREN SHALL BE BOUND BY THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT YOU RECEIVE SUFFICIENT NOTICE OF THIS AGREEMENT AND YOU AGREE TO THIS AGREEMENT.

This information was last updated September, 2022. Please retain this document and the original purchase receipt to preserve your warranty service.

Record your Product's Serial Number

Record your Product's Serial Number below. You can find the Serial Number on the exterior of the shipping box, or on the bottom of the Product.

Serial Number Here

Contacts

The Product is manufactured by Ninebot (Changzhou) Technology Co., Ltd. ("Ninebot"), and distributed by Segway-Ninebot Europe ("Segway"). Visit <https://www.segway.com/international> for the latest contact information.

Limited Warranty

This Limited Warranty covers only defects of any material or quality of the Product and components when the Product and components thereof are being used under normal and ordinary conditions. In the 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 Components	Limited Warranty Period
Frame Assembly Handlebar Stem Top and Dashboard Assembly Front Wheel Assembly Hub Motor Dashboard Controller Assembly Headset Control Cable Brake Cable Front Fork	24 months
Battery Assembly Battery Compartment Stem Disc Brake Base Brake Disc Brake Lever & Bell Electronic Throttle Headlight Taillight Direction Indicator Direction Indicator Switch Front Shock Absorber (For F2 Pro Only) Electronic Horn (For F2 Pro Only) Horn Button (For F2 Pro Only)	12 months

Name of Components	Limited Warranty Period
Charger Tire	6 months
Rubber Stopper Side Reflector Front / Rear Fender Front Fork Cover Decorative Cover Foot Mat Charge Port Handlebar Grips Frame Front Cover Dashboard Cover Kickstand	3 months

THIS LIMITED WARRANTY HEREIN IS THE ONLY EXPRESS WARRANTY APPLICABLE TO PRODUCT AND ITS COMPONENT PARTS, ACCESSORIES, AND SERVICE REPAIR. SEGWAY AND 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.

THIS LIMITED WARRANTY DOES NOT IN ANY WAY AFFECT OR LIMIT THE STATUTORY RIGHTS YOU MAY HAVE AS A CONSUMER, FOR EXAMPLE WITH RESPECT TO CONFORMITY.

2 Limited Warranty Service Process

Segway's online services are available at www.segway.com/international. During your use of the Product, you believe the Product or its component is defective and/or does not work correctly. **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 AND/OR CAUSE PROPERTY DAMAGES.** Thereafter, please immediately contact Segway at service@segway.eu.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 shall be responsible for the cost of shipping and risk of loss and damage that may occur during the shipment from you to Segway and (ii) from Segway to you. 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. You shall defend, indemnify, and hold Segway harmless 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 unrepairs, and in such instance, you will be responsible for the cost of shipping and insurance for shipment of your Product from Segway to you. In an event that any service is not covered by the limited warranty and you reject a paid service recommended by Segway Parties and/or Segway Dealer, you understand and acknowledge that failure to repair and/or services the Product may increase the risk of fall and/or Product failure which may result in severe property damages, severe bodily injury or death, and you agree that this is your informed consent to take such risk.

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

- 3.1. Your 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.
- 3.2. Your Product must be purchased from an authorized Segway Dealer.
- 3.3. You must provide the original purchase receipt.
- 3.4. Your Product must have serial number legible, unobscured, untampered, and unmodified.
- 3.5. All tamper-resistant seals must be intact, in place, and unmodified.

4 Limited Warranty Exclusions

This Limited Warranty describes the service available to you if 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.

⚖ Liability Disclaimer and Limitation

- 5.1. Segway parties do not assume, or authorizes 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.
- 5.2. Segway parties and Segway dealers 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 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 THAT IT IS DISALLOWED BY APPLICABLE LAW.
- 5.3. IN NO EVENT, SEGWAY PARTIES AND SEGWAY DEALERS' 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, USE OF THE PRODUCT, BREACH OF CONTRACT, TORTS (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 PARTIES AND SEGWAY DEALERS 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, TORT 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 THEIR ESSENTIAL PURPOSE. IN THE EVENT SOME COUNTRIES 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 DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO TO THE EXTENT THAT SUCH LIMITATIONS OR EXCLUSIONS ARE NOT ALLOWED BY LAW, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
- 5.4. To the extent permitted by applicable law, SEGWAY PARTIES AND SEGWAY DEALERS hereby DISCLAIM any liability and thereby shall not be responsible for any damages, including but not limited to 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, service provider 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 YOU, any consumer, and/or end-user. and 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.

⚖ Claims, Dispute Resolution and Arbitration

THE CLAUSES CONTAINED HEREIN ARE LEGALLY BINDING BETWEEN YOU, SEGWAY PARTIES AND SEGWAY DEALERS. THE CLAUSES CONTAINED HEREIN MAY AFFECT YOUR RIGHTS, AND IT IS YOUR RESPONSIBILITY TO READ THE FOLLOWING SECTIONS. YOU CAN OPT OUT OF THE AGREEMENT WITHIN 30 CALENDAR DAYS OF THE FIRST CONSUMER PURCHASE BY EMAILING OPTOUT@SEGWAY.COM AND PROVIDING THE APPLICABLE INFORMATION. FOR MORE DETAILS, PLEASE SEE SECTION 6.2.

6.1. Binding Arbitration

Segway Parties, Segway Dealers 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 governed by and construed in accordance with the laws of the Netherlands with the exclusion of its conflicts of law provisions, and finally resolved by the International Chamber of Commerce (ICC) under the 2021 ICC Rules of Arbitration (ICC Rules) for the time being in force, which Rules are deemed to be incorporated by reference into this clause. Further the Parties agree that:

- i. The seat of the arbitration shall be Amsterdam, Netherlands.
- ii. The Tribunal shall consist of 3 arbitrator(s).
- iii. The language of the arbitration shall be English.

Section 6 "Claims, Dispute Resolution and Mandatory Arbitration" 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.

6.2. Opt-Out

YOU MAY OPT OUT OF THIS DISPUTE RESOLUTION PROCEDURE BY PROVIDING NOTICE TO SEGWAY or 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 EMAIL 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 Dynamostraat 7, 1014BN, Amsterdam, The Netherlands. 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. ELECTION 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.

6.3. **Language**

This Agreement may be translated into different languages. In the event of a conflict, the English version shall prevail and control.

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