
Navimow Certified Refurbished Product Limited Warranty And Arbitration Agreement

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BINDING AGREEMENT NOTICE. PLEASE READ THIS LIMITED WARRANTY AND ARBITRATION AGREEMENT AND KEEP THIS AGREEMENT FOR FUTURE REFERENCE. THIS AGREEMENT CONTAINS LIMITED WARRANTY CLAUSES AND ARBITRATION CLAUSES WITH RESPECT TO **NAVIMOW CERTIFIED REFURBISHED PRODUCT** ("PRODUCT") AND ANY AND ALL TRANSACTION AND CLAIM RELATED TO AND/OR ARISING OUT OF THE PRODUCT). NAVIMOW CERTIFIED REFURBISHED PRODUCT MEANS ANY NAVIMOW BRANDED PRODUCT THAT IS REFURBISHED BY NAVIMOW. PRODUCTS THAT ARE REFURBISHED BY THIRD-PARTY RESELLERS ARE NOT COVERED BY THIS LIMITED WARRANTY.

THIS IS A BINDING LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU (EITHER AN INDIVIDUAL OR ENTITY) AND THE MANUFACTURER AND NAVIMOW INC. ("NAVIMOW") 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, AND SHAREHOLDERS) (COLLECTIVELY "NAVIMOW PARTIES"). IF YOU HAVE CLAIMS AND/OR DISPUTES WITH NAVIMOW DEALERS RELATED TO/ARISING OUT OF YOUR PURCHASE, POSSESSION, RECEIPT AND/OR USE OF PRODUCT / SERVICES, AND YOU AND DEALER AGREE TO OTHER TERMS AND CONDITIONS THEREON, AS BETWEEN YOU AND DEALER, THIS AGREEMENT HEREIN SHALL BE MODIFIED ACCORDINGLY. FOR CLARITY, NO AGREEMENT BETWEEN YOU AND A DEALER MAY AMEND AND/OR MODIFY YOUR AGREEMENT WITH NAVIMOW AND THE MANUFACTURER HEREIN.

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,

REGARDLESS OF WHETHER YOU ARE THE ORIGINAL PURCHASER, GIFT RECIPIENT, USER, OR OTHER RECIPIENT OF THE PRODUCT. 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.

YOU ARE ENCOURAGED TO CONSULT WITH LEGAL PROFESSIONALS REGARDING THE INFORMATION PROVIDED HEREIN, ESPECIALLY THOSE RELATED TO THE SAFETY AND YOUR LEGAL RIGHTS AND DUTIES.

SAFETY 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 (PROVIDED BY THE MANUFACTURER AND NAVIMOW, INCLUDING INFORMATION IN THE PRODUCT APP) MAY CAUSE SEVERE BODILY INJURY OR EVEN DEATH OR PROPERTY DAMAGES. PLEASE READ EACH AND EVERY SECTION OF THE USER MANUAL, THE FOREGOING MATERIALS AND THIS AGREEMENT CAREFULLY BEFORE USE OF THE PRODUCT.

YOU ARE ENCOURAGED TO CONSULT WITH YOUR PROFESSIONALS AND ADVISORS REGARDING THE INFORMATION PROVIDED HEREIN, ESPECIALLY THOSE RELATED TO SAFETY AND YOUR LEGAL RIGHTS AND DUTIES. A PARENTAL OR LEGAL GUARDIAN'S DECISION TO ALLOW CHILD TO USE AND/OR OPERATE THE PRODUCT SHALL BE BASED ON THE CHILD'S MATURITY, SKILL AND ABILITY TO FOLLOW RULES (INCLUDING BUT NOT LIMITED TO THE WARNINGS, SAFETY RELATED INFORMATION PROVIDED IN THE USER MANUAL). CHILDREN SHALL NOT BE LEFT UNATTENDED WHILE USING AND/OR OPERATING THE PRODUCT. PARENTAL OR LEGAL GUARDIAN SUPERVISION IS REQUIRED AT ALL TIMES. THE PRODUCT MAY NOT BE SUITABLE / RECOMMENDED FOR MINOR UNDER CERTAIN AGE, PLEASE PROPERLY CONSIDER AGE RECOMMENDATION PROVIDED BY THE MANUFACTURER IN USER / PRODUCT MANUAL OR THE LIKE AND YOUR BEST JUDGMENT BEFORE ALLOWING A MINOR TO USE THE PRODUCT.

1. Limited Warranty

1.1 Limited Warranty and Exclusions.

- (a) This Limited Warranty covers only defect(s) in material and/or workmanship of the Product under normal use that may exist at the time when it is sold by Navimow. The Limited Warranty shall not apply to any defect, defective condition and/or damages to the Product that is caused by another person or you after it is sold by Navimow. The Limited Warranty does not apply to normal wear and tear, cosmetic damages or appearance issue(s). For additional information about the limited warranty eligibility and exclusions, please refer to Section 3 & 4 below.
- (b) Advertisement and marketing materials may be for illustration purpose only and may not be an exact representation of product, and in the event of unclarity or uncertainty, the

user manual, product manual and this warranty agreement shall prevail.

- (c) In the event that a defect covered by this Limited Warranty occurs, Navimow and/or other Navimow Parties (as applicable) in its sole discretion will repair or replace defective parts or whole unit in accordance with this Limited Warranty. If it is reasonably and proper, Navimow may deliver parts/components to you directly and you may replace a damaged/defective parts/component so that you could save cost and time for delivering the whole Product to a service provider. Navimow reserves the right to issue refund in exchange of defective product instead of repairing or replacement within its discretion.
- (d) The applicable Limited Warranty Period commences on the first date that a new Product is purchased except that a state law may require otherwise. For example, a state may mandate that warranty period commences on the date when a Product is received by a consumer.
- (e) If you are a subsequent owner (i.e., not the first owner / original purchaser), the Limited Warranty Period still starts from the date when this Product is first-time purchased (or when this product is received by the first purchaser per Section 1.1(d)). A subsequent owner must show the first purchaser's purchase receipt as an explicit condition on enjoying the warranty provided to a subsequent owner.

This warranty gives you specific legal rights, you may also have other rights which vary by nations / states.

1.2 Limited Warranty Period for Product and Parts.

Product covered by this warranty/	Limited Warranty Period
i105N, i110N, H800N, H1500N, H3000N	1 Year
Battery Pack and Power Adapters	6 Months

Battery Pack: Under non external factors and within the warranty period, warranty policies are effective for lithium battery in case the battery faces voltage abnormalities, failure to charge, and less than 70% of the capacity detected by a discharge instrument at an ambient temperature of 25°C.

Blades are seen as disposable and are not covered by this warranty.

1.3. Shipping Damages.

Damages and/or loss to Product, its component and/or parts from and/or due to shipment is not covered by this Limited Warranty. We recommend you purchase proper insurance and/or delivery signature request services that may be provided by a carrier and/or shipment service provider (if available) to reduce risk of loss/damages to your Product.

1.4. Express Limited Warranty and Disclaimer.

(a) THIS LIMITED WARRANTY HEREIN IS THE ONLY EXPRESS WARRANTY APPLICABLE TO PRODUCT AND ITS COMPONENT PARTS, ACCESSORIES, AND SERVICE REPAIR. NAVIMOW AND NAVIMOW PARTIES DISCLAIM ALL OTHER EXPRESS WARRANTIES. NAVIMOW AND OTHER NAVIMOW 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. (b) 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. (c) SOME COUNTRIES/STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

To U.S. New Jersey consumers, Section 1.4(c) shall not apply to you. New Jersey consumers' warranty rights shall be interpreted and construed pursuant to New Jersey law.

2. Limited Warranty Service Process

Navimow's online services are available at navimow.segway.com. During your use of the Product, if 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 Navimow at support-navimow@rlm.segway.com or through Live Chat via the app. Navimow's technical support personnel are available to assist you online 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, (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 us, we will guide you to get our service.

If you want to return the defective unit to service, you shall be responsible for the cost of shipping and risk of loss and damage that may occur during the shipment from you to Navimow and from Navimow to you. You must include your defective Product or component within the original or Navimow-approved packaging, which will be provided at your cost, for shipment of the Product to Navimow. You shall defend, indemnify, and hold Navimow harmless any loss and/or damages that may be caused by your improper packaging or shipment of the Product or

component to Navimow.

An authorized service provider or Navimow Dealer will inspect your returned Product. If Navimow reasonably determines that the problem is not covered by the Limited Warranty, Navimow will notify you and inform you of service or replacement alternatives that are available to you on a fee basis, or Navimow 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 Navimow to you. In an event that any services is not covered by the limited warranty and you reject a paid service recommended by Navimow Parties and/or Navimow 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, Navimow 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 Navimow will be retained by and become the property of Navimow. In such a situation, Navimow 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 Navimow within the Limited Warranty Period as described above, and Navimow must receive your Product in accordance with the Limited Warranty Service Process defined above.

3.2 Your Product must be purchased from an authorized Navimow Dealer. In the event, certain states do not allow avoidance of the limited warranty on the ground that a Product is purchased from an unauthorized source, this Section 3.2 shall not apply to consumers in such states. However, Navimow is not responsible for any damages to a Product caused by such unauthorized source / dealers.

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 Collision, 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.

A consumer has the right to have other persons (i.e., a person that is not an authorized service provider) and/or unauthorized parts for repairing and/or servicing any issue and/or defect of a Product, if such issue and/or defect is NOT covered by the explicit limited warranty. This will not void the limited warranty. However, Navimow and Navimow Parties are not responsible for fees, costs and/or any damages caused by such other person's repair, services and/or use of unauthorized parts. Notably, a person may not be proper for servicing the Product, as this person may not have sufficient training, skills and/or knowledge about the Product and how to properly service the Product. Additionally, certain parts from an unauthorized source may not be compatible with the Product. Improper repair, services and/or disassembly of the Product and/or its parts (such as battery) could be dangerous.

5. DISCLAIMER AND LIMITATION OF LIABILITY

5.1 NAVIMOW AND OTHER NAVIMOW PARTIES DO NOT ASSUME OR AUTHORIZE ANYONE TO

ASSUME ON ITS BEHALF, ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE PRODUCT, ITS COMPONENT PARTS, ACCESSORIES, SERVICE REPAIR, OR THIS LIMITED WARRANTY.

5.2 NAVIMOW PARTIES AND NAVIMOW 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 YOU 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 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 NAVIMOW, OTHER NAVIMOW PARTIES AND NAVIMOW 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 NAVIMOW'S SOLE AND EXCLUSIVE DISCRETION. IN NO EVENT SHALL BE NAVIMOW, OTHER NAVIMOW PARTIES AND NAVIMOW DEALERS BE LIABLE TO ANY PERSON FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES 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 NAVIMOW OR OTHER NAVIMOW 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/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 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, NAVIMOW PARTIES 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 NAVIMOW PARTIES to YOU, any consumer, and/or end-user. NAVIMOW PARTIES shall not be responsible for any other warranties and/or representations that may be given and/or provided by another person unless NAVIMOW Parties have in a written form explicitly authorized such additional warranty and/or representation to be given to consumer or end-user.

6. Claims, Dispute Resolution, Class Action and Jury Trial Waiver, Mandatory Arbitration

THE CLAUSES CONTAINED HEREIN ARE LEGALLY BINDING BETWEEN YOU (EITHER AN INDIVIDUAL OR ENTITY), AND NAVIMOW, ITS AFFILIATES, NAVIMOW PARTIES AND NAVIMOW 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 6.3.

6.1 Binding Arbitration

Navimow Parties, Navimow Dealers, and you agree that any dispute, controversy, or claim arising out of, related 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.

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 a jury.

You waive the right to participate in class actions arising from or relating to all claims and disputes with Navimow Parties and/or Navimow Dealers. 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. If 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 the 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.

Navimow Parties and Navimow Dealer require, and you hereby agree that you shall arbitrate your claims against Navimow Parties and/or Navimow Dealers according to the arbitration described above before you exercise your rights according to the title of the Magnuson-Moss Warranty Act. Title I of the Magnuson-Moss Warranty Act does not require you to pursue rights and remedies available to you that are not provided by the Title I of 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 Navimow Parties shall pay the remainder of such fees. In a Small Claim case, Navimow 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 NAVIMOW 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 TO NAVIMOW 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 NAVIMOW AT DYNAMOSTRAAT 7, 1014BN AMSTERDAM, THE NETHERLANDS. WITHIN THIRTY (30)

CALENDAR DAYS FROM THE DATE OF THE FIRST END USER'S PURCHASE OF THE PRODUCT FROM NAVIMOW 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.

6.4 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 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.

The following is a description of the arbitration process:

Mail a Notice of Dispute to Navimow. Before initiating an arbitration against Navimow Parties and/or Navimow Dealers, you must first notify Navimow Parties and/or Navimow Dealers of your dispute in good faith. Please include your contact information, your concerns, and the relief you intend to seek from Navimow Parties and/or Navimow Dealers, and any information you believe would help resolve the dispute. Navimow Parties and/or Navimow Dealers will review your Notice of Dispute to determine whether Navimow Parties and/or Navimow Dealers may settle it with you to avoid arbitration. The notice should be sent by certified mail to Attention: Disputes, NAVIMOW, Dynamostraat 7, 1014 BN, Amsterdam, The Netherlands. Please keep a copy of your notice for your records.

Wait 30 Days. Navimow Parties and/or Navimow Dealers will review your Notice of Dispute within thirty (30) days of Navimow's receipt of your Notice of Dispute. If you do not hear from Navimow within thirty (30) days of its receipt of your Notice of Dispute, you may proceed with filing an arbitration claim against Navimow Parties and/or Navimow Dealers.

Should Navimow provide you a written settlement offer, please keep this settlement offer because Navimow Parties and/or Navimow Dealers 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 until after the arbitrator's determination on the merits of your claim.

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.

Send Navimow Parties and/or Navimow Dealers Your Demand for Arbitration. You can send Navimow Parties and/or Navimow Dealers your Demand for Arbitration at the following address: Attention: Disputes, NAVIMOW, Dynamostraat 7, 1014 BN, Amsterdam, The Netherlands. Please keep a copy of your notice for your records.

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, subject to amendment and/or update by AAA. You should also include a copy of this warranty policy and the appropriate filing fee. Navimow Parties will reimburse you for this filing fee. If you cannot afford to pay the filing fee, please contact Navimow, and Navimow 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.

AAA Appointment of Arbitrator. If no claim in the arbitration exceeds \$75,000, the AAA will appoint an arbitrator and notify you and Navimow Parties and/or Navimow Dealers 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 Navimow Parties and you. If either you or Navimow Parties object to the AAA's choice of arbitrator, we'll have seven (7) days to inform the AAA.

Choose the Hearing You Would Like. Unless you and Navimow Parties agree to have any arbitration hearings somewhere else, the arbitration will take place in the county (or parish) that you purchase 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 Navimow Parties may agree whether that hearing is in person or by telephone or whether to instead proceed with written correspondence.

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. Navimow Parties will immediately respond to the arbitrator notifying the arbitrator whether, and to what extent, Navimow 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.

The parties agree to keep strictly confidential any conduct, communication, and information

disclosed and/or communicated to the other party under Section 6 (Claims, Dispute Resolution and Mandatory arbitration), including but not limited to the existence of dispute resolution, mediation (if the parties agree to conduct mediation), settlement, arbitration, arbitral proceedings, submissions made by the parties and the decisions made by arbitral tribunal, including its awards to the extent not already in the public domain, except in judicial proceedings related to the award or where required by applicable law.

7. Statute of Limitation

The parties agree that any dispute, controversy, or claim arising out of, related 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, must be commenced within one year after the cause of action has occurred.

8. Severability

If any term, clause, or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term, clause or provision of this Agreement or invalidate or render unenforceable such term, clause or provision in any other jurisdiction. Upon a determination that any term, clause, or provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith, and if negotiation fails, the arbitral tribunal may modify this Agreement to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

9. Language

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

10. Contact

Visit navimow.segway.com for the latest contact information.

Technical Support Email: support-navimow@rlm.segway.com

Address: 98 Spit Brook Rd. Suite 2203, Nashua, New Hampshire 03062, USA