

LEGAL DISCLAIMER for riding a SEGWAY

I.

This disclaimer relates to operating a Segway vehicle. Urban Mobility Authorized Segway Distributor GmbH (henceforth written: Segway) hereby declares that use and operation of a Segway vehicle entails a not inconsiderable risk and that it is incumbent on the operator of the vehicle to make his- or herself aware of this.

II.

All use of Segway vehicles and all activities undertaken with them is therefore entirely at the risk of the vehicle's operator. Segway accepts no liability under any circumstances whatsoever.

III.

When using a Segway vehicle, the operator should note that it is defined under Austrian law as a bicycle – and must therefore be treated as such. This applies to safety considerations, in particular to wearing a helmet.

IV.

This disclaimer includes a refusal of all liability to Segway, no matter with which legal grounding it is claimed, especially in relation to damages claims, due either to fault or to posing a hazard. Segway will only accept liability for personal injury, damage to property or financial loss caused directly through the actions of Segway employees – either with intent or due to negligence.

V.

Vehicles loaned from Segway may only be operated by the person under whose name the vehicle was loaned. This person will have signed this disclaimer. It is forbidden to pass on Segway vehicles to a third party; in so doing, the person renting the vehicle automatically assumes liability for any damages resulting from this course of action. Segway refuses all third-party liability.

VI.

All users of Segway vehicles assume all legal responsibility – in both the civil as well as criminal courts – for any personal injury, damage to property or financial loss caused by the vehicle they are operating.

VII.

Persons with disabilities or those who are under the influence of alcohol, drugs or medication are not allowed to operate Segway vehicles. We expressly discourage pregnant women as well as people with high blood-pressure and/or heart problems from using Segway vehicles.

VIII.

When using Segway vehicles, the operators should obey representatives of the rental service at all times. The rental service and its staff will not be held liable for any damages that result from accidents – caused either by the operator a third party vehicle – or from inappropriate use of the vehicle, or from a failure to obey instructions given by the rental service and its employees. If such a failure results in damages to a third party, Segway is indemnified against liability.

IX.

I hereby state that, before using the Segway vehicle I have rented, I was informed about how to operate it. I confirm that I have read and understood the following safety rules.

- a) Use of Segway in Austria is legally identical to using a bicycle. This means that Segway vehicles may only be used by minors (under 18 years of age) in the presence of an adult.
- b) Segway vehicles may use only the same rights of way as bicycles. In particular, riding a Segway vehicle on pavements or in designated pedestrian zones is prohibited.
- c) It is forbidden to dismount from the vehicle while it is in movement. Both feet must remain on the platform while the vehicle is moving. The platform requires input from both feet-pressure sensors in order to be operational.
- d) Photography or video recordings may not be made by the Segway operator whilst the vehicle is in movement. As a general rule, both hands should be on the steering apparatus at all times. Riding "no hands" or with only one hand is strictly forbidden, with one exception only: one hand may be removed to indicate intended direction before a turn.
- e) Segway operators should always orientate their speed to the speed of other traffic or to their surroundings generally.
- f) When Segways are travelling in a group, each operator should keep at least ten metres' distance between himself and the vehicle ahead. Sideways, there should always be at least a meter's distance between vehicles.
- g) It is the responsibility of the vehicle operator to take into account obstacles such as uneven surfaces, potholes and puddles and to avoid them. It is strictly forbidden to ride over kerbs or similar obstacles: this could lead to an accident. At such points, the rider

should dismount and push the Segway vehicle.

h) Only one person is allowed per vehicle. It is prohibited to take passengers – especially children.

i) When using Segway vehicles, the operators should obey representatives of the rental service vehicle at all times. Failure to do so could result in a premature termination of the rental period. Should this occur, any fees paid are refunded; this will also be enforced when rental service staff have grounds to suspect that an operator is under the influence of drugs or alcohol.

j) After the rental period has expired, the Segway vehicle is to be returned to the rental service. Any damage to the vehicle should immediately be reported at this time.

By signing this disclaimer, I confirm that I have read, understood and am in agreement with all the safety rules and the terms and conditions of the disclaimer. Further to this, I acknowledge the general terms and conditions for Urban Mobility Authorized Segway Distributor GmbH as displayed on the shop premises and online at www.segway.at.

Place, Date

Name

Address

Postcode, City

Signature

Minors need the signature of both people holding legal responsibility for them.

Name, Signature

Name, Signature

Terms and conditions

1. General remarks

1.1 All deliveries, services and offers made by Urban Mobility Austria Authorized Segway Distributor GmbH (henceforth written: Segway) are subject to the terms and conditions recorded here and also available on www.segway.at, regardless of whether this is explicitly communicated during negotiations. Even if Segway representatives do not expressly reject other terms and conditions, it remains the case that Segway recognises only its own terms and conditions as recorded here; this is also the case when Segway replies in writing to written communications from negotiation or cooperation partners in which these latter refer to their own terms and conditions.

1.2 Any orders or tenders made will be taken by Segway as tacit agreement with these terms and conditions.

2. Offers and contracts

2.1 Segway employees may not sign contracts representing Segway, with the exception of the managing director or his/her authorised proxy. No other member of staff may enter into legally binding agreements. No contract or similar accord is valid without explicit confirmation from authorised Segway representatives; should no written confirmation be given, delivery of goods or services shall serve as confirmation in lieu.

2.2 All offers we make are not legally binding until a corresponding contract has been signed; offers are only valid as long as stocks last. Customers are held to their contractual offers for a period of 14 days.

2.3 Segway reserves the right to correct any printing errors or other mistakes, as well as to change the design or composition of its products and offers on technical grounds at any time.

3. Withdrawal by customers

3.1 In case of a delayed delivery from Segway, customers are only allowed to withdraw from contracts with Segway after having set in writing a reasonable grace period and threatened to withdraw if this new deadline is not kept to. Any customers who are also the principal users of Segway products have the right to cancel their purchase within 14 days of delivery.

3.2 Should the customer wish to withdraw from their contractual obligations, Segway will reimburse payments made only as and when the products ordered and received by the customer are returned to Segway.

4. Conditions of payment

4.1 As long as no other agreements have been made, it is incumbent on the customer to pay invoices prior to delivery.

4.2 Should the customer fail to pay punctually, Segway retains the right to charge interest at 8% above base rates, subject to a higher rate of interest loss. Should payment be late, Segway is furthermore entitled to cancel any discounts offered on the original price. In this case, Segway is also entitled to request prior payment before making further delivery.

4.3 Failure to keep to conditions of payment, late payment or any other actions as cast doubt on solvency on the part of the customer will lead to Segway immediately requesting payment of all other outstanding sums.

4.4 The customer is entitled to exercise a right of retention when his or her counterclaim is grounded either by the terms of a contract with Segway, by the results of legal action, or by virtue of there being legal proceedings pending adjudication.

4.5 Segway is not obliged to accept banker's drafts or cheques. Any funds transferred as such will be taken only pending encashment and are understood to be a payment only and by no means a permanent settling of contractual obligations. Such funds are only considered to have been actually transferred on the date on which they become available to Segway. Any drafts will only be booked against the outstanding sum to their final value after taxes and bank fees have been subtracted.

6. Confidentiality

Segway and its customers agree to refrain from passing on to third parties any trade secrets which they may come to possess in the course of their negotiations and cooperation. They undertake to inform their staff of this obligation.

7. Data retention

Segway retains the right to save any data about customers into which it came into possession of in the course of common business affairs and to use this data for commercial purposes.

8. Safety

Under Austrian law, Segway vehicles are treated as bicycles and subject to regulations as such. Any use of a Segway vehicle is undertaken at the sole and own risk of the user. The safety instructions available at <http://www.segway.at> are to be kept to by all users.

9. Methods of delivery

9.1 Delivery is due as soon as Segway has sent an order confirmation; nevertheless, this is subject to the customer having produced the documents he or she is obliged to provide (authorisations, releases) as well as having paid the first instalment as agreed and after due consultation on all technical points.

9.2 Delivery is understood to be punctual if the object has left the production site or if a notice of readiness for delivery has been delivered. Any information regarding delivery timescales is not legally binding unless expressly said to be so by Segway.

9.3 In case of unforeseen obstacles to punctual delivery caused by factors outside of Segway's control, Segway is entitled, after all due efforts have been made, to withdraw from contractual obligations to deliver – either partially or completely – or to lengthen the timescale for delivery accordingly. Should such circumstances occur, Segway undertakes to inform the customer

immediately. All delivery obligations are subject to timely self-supply.

9.4 Any claims for damages or lost earnings over and above these terms are not valid.

10. Transfer of risk, reception of products and partial deliveries

10.1 Unless it has been agreed otherwise, each delivery is considered discharged once it has left the production site and once notification of delivery has been sent to the customer. From this point on, all risks during transport fall on the customer.

10.2 Upon receiving the delivery, the customer is obliged to check the products for any deficiencies. Any defects or problems should be reported in writing to Segway within three days of reception of the delivery. Should any hidden deficiencies not immediately be reported to Segway, all rights on the part of the customer are null and void. Segway is entitled to make partial deliveries insofar as it is reasonable to expect the customer to receive them.

10.3 Should the customer so wish it, Segway will insure the product against damages during transport and charge this to the customer. Transport insurance is null and void once the product has been received by the customer's site or at another address known to the customer.

10.4 Products that are ready to be sent must be received by the customer as quickly as possible. If the customer requests that the delivery of his or her products be postponed by more than a month, Segway is entitled to charge the customer a fee for storage at 0.5% of the value of the object ordered per calendar month up to a total of 10% of the total price of the product as invoiced.

10.5 Should the reception of the product be delayed, Segway is entitled to demand the pull purchase price.

11. Prices and delivery

11.1 All prices given in contracts are net prices without VAT. VAT is charged to the customer in a separate invoice according to the correct legal rates.

11.2 Should changes to the basic elements of pricing calculations occur (e.g. prices for raw materials, increased labour costs), Segway reserves the right to retrospectively adjust prices for deliveries up to four months following the signing of a sales contract after having informed the customer of this.

11.3 If Segway, either before or after the signing of a sales contract, becomes aware of circumstances which will cause the customer to incur a substantial loss of wealth, Segway retains the right to demand payment of all outstanding sums – or a corresponding binding guarantee – immediately. If the customer is unable to satisfy these requirements within an acceptable timescale, Segway is entitled to withdraw from its contractual obligations. The customer will have no right to claim damages in such a case.

11.4 Should the customer order more than 10 units, Segway may raise the first instalment from 30% to 50%.

12. Property rights

12.1 All products purchased remain Segway property until they have been fully paid for. Even after delivery, Segway holds property rights on all products until the customer has paid all outstanding sums – relating both to current and future deliveries. This applies equally to replacement or spare parts such as motors, batteries, steering apparatus etc., even after they have been installed: installing parts does not make them into inseparable parts of the customer's existing property.

12.2 Should the customer go against the conditions of existing contracts with Segway, especially if the customer delays payment, Segway reserves the right to repossess its property from the customer. Repossession does not, however, entail a cancellation of contractual obligations unless Segway has already offered a reasonable grace period and then been forced to act due to this not being honoured by the customer. All costs to Segway for the repossession and removal of the article(s) in question are charged to the customer (esp. transport costs).

Moreover, Segway retains to the right by Austrian law to forbid the customer to sell on or process delivered articles – or to include them in deliveries to third parties – through retaining property rights. Property that has been repossessed by Segway without a written cancellation of the corresponding contract can only be reclaimed by the customer once all outstanding sums and costs have been paid.

12.3 The customer is forbidden from using Segway deliverables or the sums owed on them as collateral or a security. If a third party takes possession of these as such, the customer is obliged to inform Segway immediately in writing so that Segway can exercise its rights. The customer will be held liable should such information be late or not reach Segway.

12.5 The customer has the right to sell on Segway products in the usual manner, as well as to process or use parts from them. This is only allowed, however, once the customer has transferred to Segway the amount invoiced for the products intended for use (including VAT) in order to gain the necessary rights of ownership. Should the product(s) concerned still be in the possession of Segway for reasons detailed above, Segway still retains rights on what is sold on or re-used corresponding to the percentage of the property it still owns. If the product(s) are sold together with third-party products that are also not in the full possession of the customer, Segway shall own such a percentage of the mixed property as corresponds to the invoiced value of the Segway products sold to the customer in percentage relation to the invoice value of the third party products. If Segway takes over the property that has been sold on and becomes the party pursuing payment from other parties, the customer is required to pay to Segway a corresponding portion of its own funds. Should such a situation arise that the customer is having balance sheets drawn, any sums paid by other parties to the customer for sale of Segway products and owed to Segway resulting from the

previous regulation are to appear in the balance sheets as if they had been paid. The customer is always authorised to collect payment for goods sold containing Segway products, but Segway retains at all times the right to collect payment directly from other parties for products which are still its property either in part or whole. As long as the customer continues, however, to service obligations to Segway from sales to other parties, does not delay payment of outstanding sums to Segway and has not filed for insolvency, Segway agrees to refrain from directly collecting payment from other parties for its property. Should Segway be obliged to collect payment directly, however, the customer is obliged to name all the other parties which hold Segway property and hand over all details and documents Segway needs to collect payment for this, and to inform the other parties that it is doing so. This is still the required course of action even if the customer has gone against its contractual obligations to Segway by selling, processing or mixing Segway parts.

12.6 Segway's property rights also extend to the total value of all products produced by processing or altering Segway goods. Legally, Segway is the manufacturer of such products. If Segway products are processed or altered along with third-party products not belonging to Segway, then Segway automatically acquires a shared ownership of the end products which is a percentage of the total value corresponding to the percentage of Segway materials in the product. Segway obliges all customers processing its products to hold them in safe custody. Should Segway products be processed by the customer into a fully integrated product and should they no longer be separable from it, Segway receives proportional property rights from the customer, of which the customer is then legal guardian. The same rules apply to such products as to deliverables supplied by Segway under retention of property rights (see above).

12.7

All securities due to Segway will not be taken up as long as the estimated value of its securities is over 50% of the outstanding sums owed; Segway will decide which securities to release.

12.8

Should Segway's property rights be subject to any special conditions or regulations in any other country in which the customer is active, it is the customer's responsibility to see that they are kept to.

13. Liability

Segway takes responsibility for deficiencies in delivered good as long as the customer is a registered company or trader and has carried out his or her duties regarding examination of goods and reporting of defects under Austrian law. All complaints of deficiencies must be made in written form giving the series and invoice number of the goods in question.

13.1

If the goods delivered are indeed deficient, Segway retains the right to decide whether they should be repaired or replaced. When dealing with other companies and traders, this is only valid inasmuch as the deficiency reported is substantial; should either a repair or a replacement be considered disproportionate to the gravity of the deficiency, Segway may refuse to carry out either. Segway is also entitled to refuse to repair or replace should the customer not have paid an amount of the full price proportional to the percentage of the product that was delivered without deficiencies.

13.2

Any further claims on the part of the customer are hereby rejected in accordance with 3.1, whatever legal grounding they may have.

13.3

Moreover, Segway is not obliged to repair or replace products that have deficiencies resulting from the customer not having started use of Segway products as specified by Segway; neither is the obligation to replace or repair valid if operational or maintenance instructions from Segway are not followed by the customer, or if the customer or a third party change the goods delivered or replace parts of it with parts that do not conform to Segway specifications. Segway does not accept any liability for usual wear and tear.

13.4

All liabilities for deficiencies in products delivered to other companies are null and void after one calendar year as long as Segway has not been found guilty of causing damages through intent or negligence and has not endangered life or caused personal injury. As soon as this one-year-period is past, Segway has no liabilities whatsoever; customers cannot retrospectively claim for damages or terminate contracts after this point.

14. Miscellaneous

14.1

The place of delivery and jurisdiction is hereby set as Segway headquarters.

14.2

All differences of opinion resulting from contracts between Segway and customers that cannot be mutually resolved will be taken to the relevant court with jurisdiction over the site of Segway headquarters.

14.3

All oral agreements made before the signing of this agreement are agreed by both parties to become null and void with no further obligations or demands resulting from them once this contract has been signed.

14.4

This contract may only be deviated from through written modifications. This is also true of any agreement to waive this same requirement for written form.

14.5

This contract, and especially the act of its being agreed and signed, is subject only to Austrian law (with the exception of conventions defining jurisdiction and the UN convention on contracts for the sale of international goods).