

**Segway Inc.**

**Quote is valid for 30 days**

**Patroller\_Sales\_Agreement**

The Customer identified below ("Customer") submits this Segway Inc. Sales Agreement to Segway Inc., a Delaware corporation of 14 Technology Drive, Bedford, NH 03110 USA ("Segway Inc."). This Sales Agreement is valid only if the Segway® Personal Transporters, Patrollers, Accessories, and Services - Terms and Conditions of Sale are attached hereto. Customer hereby offers and agrees to purchase from Segway Inc. the products and services described below on the terms stated in this Sales Agreement and the Terms and Conditions of Sale attached below. If Segway Inc. accepts this offer, an agreement shall exist between Customer and Segway Inc. on the terms stated herein. Please fax the Sales Agreement and signed Terms and Conditions of Sale to 1-603-222-6001.

<b>Salesperson</b>	<b>Gerry White</b>
<b>E-mail</b>	<a href="mailto:Gerald.white@segway.com">Gerald.white@segway.com</a>
<b>Phone</b>	<b>949-910-5928</b>
<b>Fax</b>	<b>603-222-6001</b>

<b>Customer Name</b>	<b>Fort Pierce Police Department</b>
<b>Contact Name</b>	<b>Christopher Bender</b>
<b>Contact Title</b>	<b>Lt</b>
<b>Contact e-mail</b>	<a href="mailto:cbender@fppd.org">cbender@fppd.org</a>
<b>Contact Phone</b>	<b>(772) 467-6944</b>
<b>Submitted Date</b>	<b>23-Nov-15</b>
<b>Requested Ship Date</b>	<b>Ship within 30 days</b>
<b>Bill to Address</b>	<b>920 South U.S. Highway #1 Fort Pierce, Florida 34954</b>
<b>Ship to Address</b>	<b>same</b>
<b>Quote #</b>	<b>1642-112315</b>
<b>Dealer of Record</b>	<b>SEGWAY OF SEGWAY FLORIDA</b>
<b>Payment Method</b>	<b>PO / Wire Transfer / Credit Card / Check</b>

<b>Quote Summary</b>		
<b>Patrollers</b>	<b>\$</b>	<b>28,997.00</b>
<b>Patroller Shipping</b>	<b>\$</b>	<b>790.00</b>
<b>Parts &amp; Accessories</b>	<b>\$</b>	<b>-</b>
<b>Accessory Shipping</b>	<b>\$</b>	<b>-</b>
<b>Tax</b>	<b>\$</b>	<b>-</b>
<b>Order Total</b>	<b>\$</b>	<b>29,787.00</b>

**STEP 1 - Select Models**

Segway PT i2 Patroller Models				Shield Color	Quantity	Price	Total
23444-00002	i2 SE Patroller		<b>i2 Patroller Model Includes:</b> Upper and Lower Shields, Patroller Bag, Reflective Labels, Word Labels (specify below), Front Bumper, Lights, Comfort Mats, LED Taillight, Lower Cargo Frames, Mounting Hardware, InfoKey Wrist Strap	WHITE		\$ -	\$ -
23444-00002	i2 SE Patroller			YELLOW		\$ -	\$ -
Segway PT x2 Patroller Models					Quantity	Price	Total
23580-00002	x2 SE Patroller		<b>x2 Patroller Model Includes:</b> Upper and Lower Shields, Patroller Bag, Reflective Labels, Word Labels (specify below), Front Bumper, Lights, Comfort Mats, LED Taillight, Mounting Hardware, InfoKey Wrist Strap	WHITE	<b>2</b>	\$7,999.00	\$ 15,998.00
23580-00002	x2 SE Patroller			YELLOW		\$7,999.00	\$ -
Segway PT x2T Patroller Models					Quantity	Price	Total
23580-00004	x2T SE Patroller		<b>x2T Patroller Model Includes:</b> Upper and Lower Shields, Patroller Bag, Reflective Labels, Word Labels (specify below), Front Bumper, Lights, Comfort Mats, LED Taillight, Mounting Hardware, InfoKey Wrist Strap, Turf Tires	WHITE		\$ -	\$ -
23580-00004	x2T SE Patroller			YELLOW		\$ -	\$ -
Segway SE-3 Patroller Models					Quantity	Price	Total
23879-00001	SE-3 Patroller (Police)			POLICE (Red/Blue)	<b>1</b>	\$ 12,999.00	\$ 12,999.00
23879-00002	SE-3 Patroller (Security)			SECURITY (Amber/Amber)		\$ 12,999.00	\$ -

**STEP 2 - Select Lights (PT models only. Not needed for SE-3 Patrollers)**

Integrated Flashing Light Kits (Select One per Patroller Model Ordered)			Quantity	
22200-00001	RED/BLUE		<b>2</b>	NO CHARGE
22200-00002	AMBER/WHITE			NO CHARGE
21707-00006	RED/RED			NO CHARGE
21707-00007	BLUE/BLUE			NO CHARGE

**STEP 3 - Select Language Labels (PT models only. Not needed for SE-3 Patrollers)**

Individual language Sticker Kits (Select One per Patroller Model Ordered)			Quantity	
22272-00001	Police - English/French		<b>2</b>	NO CHARGE
22272-00002	Police - Spanish			NO CHARGE
22272-00003	Police - Italian			NO CHARGE
22272-00004	Police - German			NO CHARGE
22272-00005	Security - English			NO CHARGE

**Comments or Special Instructions**

Volume discounts start at 6 units for i2 and x2 models.  
i2 and x2 orders shipped to local dealer for assembly and test prior to delivery.

**Parts and Accessories**

Category	Subcategory	Part #	Name	Price	Order Qty	Line Total
Accessory	Patroller Replace. Kit	22200-00001	Patroller Light System, Red/Blue	\$423.00		\$ -
Accessory	Patroller Replace. Kit	22200-00002	Patroller Light System, Amber/White	\$423.00		\$ -
Accessory	Patroller Replace. Kit	21707-00006	Patroller Light System, Red/Red	\$423.00		\$ -
Accessory	Patroller Replace. Kit	21707-00007	Patroller Light System, Blue/Blue	\$423.00		\$ -
Accessory	Patroller Replace. Kit	22201-00001	Patroller Bag Replacement Kit	\$194.00		\$ -
Accessory	Patroller Replace. Kit	22199-00001	Patroller Bumper and Bracket Replacement Kit	\$109.00		\$ -
Accessory	Patroller Replace. Kit	22202-00001	Upper and Lower Shield Replacement Kit, White	\$242.00		\$ -
Accessory	Patroller Replace. Kit	22202-00002	Upper and Lower Shield Replacement Kit, Yellow	\$242.00		\$ -
Accessory	Patroller Replace. Kit	22517-00001	Upper Shield Replacement Kit, White	\$99.00		\$ -
Accessory	Patroller Replace. Kit	22517-00002	Upper Shield Replacement Kit, Yellow	\$99.00		\$ -

Accessory	Patroller Replace. Kit	22228-00001	Label Replacement Kit (3), Police, English/French	\$121.00	\$ -
Accessory	Patroller Replace. Kit	22228-00004	Label Replacement Kit (3), Police, Spanish	\$121.00	\$ -
Accessory	Patroller Replace. Kit	22228-00005	Label Replacement Kit (3), Police, Italian	\$121.00	\$ -
Accessory	Patroller Replace. Kit	22228-00006	Label Replacement Kit (3), Police, German	\$121.00	\$ -
Accessory	Patroller Replace. Kit	22228-00003	Label Replacement Kit (3), Security, English	\$121.00	\$ -
Accessory	Patroller Replace. Kit	22461-00001	Wristband Kit, InfoKey, Segway Branded, Black (10 pack)	\$181.00	\$ -
Accessory	Patroller Replace. Kit	21710-00001	Reflective Decal, Lower Shield, Left Side, White	\$20.00	\$ -
Accessory	Patroller Replace. Kit	21710-00002	Reflective Decal, Lower Shield, Right Side, White	\$20.00	\$ -
Accessory	Patroller Replace. Kit	21711-00001	Reflective Decal, Upper Shield, White	\$17.00	\$ -
Accessory	Patroller Replace. Kit	21710-00003	Reflective Decal, Lower Shield, Left Side, Yellow	\$20.00	\$ -
Accessory	Patroller Replace. Kit	21710-00004	Reflective Decal, Lower Shield, Right Side, Yellow	\$20.00	\$ -
Accessory	Patroller Replace. Kit	21711-00002	Reflective Decal, Upper Shield, Yellow	\$17.00	\$ -
Accessory	Patroller Replace. Kit	23639-00001	Kit, Patroller Handlebar & Clamp	\$57.00	\$ -
Accessory	Cargo	22237-00001	Patroller Accessory Bar Kit	\$85.00	\$ -
Accessory	Cargo	20412-00001	i2 Lower Cargo Frame Kit (2)	\$175.00	\$ -
Accessory	Cargo	20413-00001	Universal Cargo Plate Kit (2)	\$175.00	\$ -
Accessory	Cargo	20419-00001	Segway Hard Side Case & Structure (2)	\$325.00	\$ -
Accessory	Cargo	21649-00001	Single Side Cargo Kit	\$343.00	\$ -
Accessory	Cargo	22334-00001	Universal Cargo Plate Kit Fastener Kit (incl. 8)	\$11.00	\$ -
Accessory	SE Cargo	24167-00001	Cargo Rack	\$259.00	\$ -
Accessory	SE Cargo	24168-00001	Quick Release Universal Case Mount	\$185.00	\$ -
Accessory	SE Cargo	24169-00001	Waterproof Cargo Case Set	\$579.00	\$ -
Accessory	SE Cargo	24170-00001	Open Top Storage Bin Set	\$135.00	\$ -
Accessory	InfoKey	22027-00001	Segway InfoKey Protector Kit - 10 Pack	\$164.00	\$ -
Accessory	InfoKey	21523-00001	Segway InfoKey Protector Kit (1)	\$16.00	\$ -
Accessory	InfoKey	22295-00001	Segway InfoKey Holder with Zipper and Belt Clip - 10 Pack	\$164.00	\$ -
Accessory	InfoKey	20717-00001	Segway InfoKey Holder with Zipper and Belt Clip (1)	\$16.00	\$ -
Accessory	Light	22327-00001	Light Kit, LED, 200L AA Chrome	\$164.00	\$ -
Accessory	Light	22327-00002	Light Kit, LED, 200L AA Black	\$164.00	\$ -
Accessory	Mat	20659-00001	Comfort Mat (2)	\$120.00	\$ -
Accessory	Misc	20417-00001	Segway Ramp Kit	\$325.00	\$ -
Accessory	Parking Stand	22309-00003	Segway Modular Parking Stand Kit - i2 SE	\$66.00	\$ -
Accessory	Parking Stand	22309-00004	Segway Modular Parking Stand Kit - x2 SE	\$66.00	\$ -
Part	Battery	20878-00001	Lithium ion Battery Kit (1)	\$943.00	\$ -
Part	Battery	24380-00001	Lithium ion Battery Module Kit, SE-3 Patroller (1)	\$3,145.00	\$ -
Accessory	Charging	23322-00001	Off-Board Charger, PT	\$919.00	\$ -
Accessory	Charging	24518-00001	Off-Board Charger, SE-3	\$919.00	\$ -
Part	Charging	17298-00001	French/German/Italian Power Cord	\$20.00	\$ -
Part	Charging	16965-00001	Power Cord Kit	\$22.00	\$ -
Part	Fender	20945-00001	i2 Fender Kit (1)	\$44.00	\$ -
Part	Fender	20959-00001	x2 Fender Frame Kit (Left) (1)	\$95.00	\$ -
Part	Fender	20960-00001	x2 Fender Frame Kit (Right) (1)	\$95.00	\$ -
Part	Fender	20961-00001	x2 Fender Kit (Left) (1)	\$55.00	\$ -
Part	Fender	20962-00001	x2 Fender Kit (Right) (1)	\$55.00	\$ -
Part	Handlebar	20955-00001	i2 / x2 Handlebar w/ Grips Kit (1)	\$57.00	\$ -
Part	InfoKey	21064-00001	InfoKey Kit, Programmed (1)	\$236.00	\$ -
Part	Shipping Box	20907-00001	i2 Box Kit	\$57.00	\$ -
Part	Shipping Box	21449-00001	x2 Box Kit	\$69.00	\$ -
Part	Tire/Wheel	22214-00001	i2 Wheel Cap Kit - Quantity 10	\$125.00	\$ -
Part	Tire/Wheel	20942-00001	i2 Wheel Kit (1)	\$153.00	\$ -
Part	Tire/Wheel	23684-00001	New x2 Tire & Wheel Kit with Hubcap (1)	\$295.00	\$ -
Part	Tire/Wheel	23909-00001	Replacement x2 Hubcap	\$20.00	\$ -
Part	Tire/Wheel	21162-00001	x2 Turf Tire / Wheel & Spacer Kit (1)	\$295.00	\$ -
Part	Tire/Wheel	20963-00001	x2 Wheel Hub Adapter (1)	\$142.00	\$ -
Part	Tire/Wheel	20965-00001	x2 Wheel Trim Kit (1)	\$83.00	\$ -
Part	Trim	20944-00001	i2 / x2 Gearbox Cover Kit (1)	\$30.00	\$ -
Service	Warranty	17218-00005	1-Year Warranty Extension, PT	\$595.00	\$ -
Service	Warranty	17218-00007	2-Year Warranty Extension, PT	\$895.00	\$ -

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SEGWAY® PERSONAL TRANSPORTERS, PATROLLERS, ACCESSORIES, AND SERVICES - TERMS AND CONDITIONS OF SALE**

This Segway® Personal Transporters, Patrollers, Accessories, and Services – Terms and Conditions of Sale applies to the sales of Segway® Personal Transporter models i2 SE Patroller, x2 SE Patroller (collectively referred to herein as “Segway PT”) and SE-3 Patroller, to the sales of accessories, and to the sales of services provided by Segway Inc. Hereinafter, the Segway Products, and Segway accessories may be referred to as (“Product or Products”) and the services shall be referred to as (“Services”).

**Risk of Injury; Product Orientation and Training.** Customer (“Customer”) understands that use of the Segway Products involves risk of injury. Customer understands that, before attempting to use any Segway Product, Customer should read the Segway “User Manual” delivered with the Product and watch the “Safety Video” available at [www.segway.com/support/manuals-guides.php](http://www.segway.com/support/manuals-guides.php) or [www.segwaysafety.com](http://www.segwaysafety.com) and Customer should, at a minimum, complete Segway Product Orientation (see below). The instructions and warnings set forth in the “Safety Video” and in the “User Manual” apply to each of the Segway Products listed above. Customer understands that complying with the instructions and warnings contained in the “Safety Video” and “User Manual” and completing Product Orientation reduces the risk of injury, but does not eliminate the risk. Product Orientation consists of introducing the Customer to the Segway Product’s features and operation and assisting Customer with Customer’s first ride. Product Orientation is included in the purchase price of the Segway Product and is performed by a Segway Inc. representative, authorized dealer, or other person acting with authority from Segway Inc. To schedule Product Orientation, Customer should contact Customer Operations at 1-866-4SEGWAY or by email to [customeroperation@segway.com](mailto:customeroperation@segway.com). Upon receipt of Customer’s request Segway Inc. will arrange for Customer’s Product Orientation at an authorized dealer’s retail location or other reasonable location as determined by Segway Inc. Customer may be required to assemble the Segway Product and charge the Segway Product battery packs (in accordance with the instructions delivered with the Segway Product) before Segway Product Orientation and may be required to make the Segway Product available to the Segway Inc. representative, an authorized dealer, or other person acting with authority from Segway Inc. for Product Orientation. Segway Inc. recommends that Customer complete Segway Product Orientation.

**Shipping; Title; Risk of Loss.** Unless Customer has selected “Customer Pickup”, Segway Inc. shall arrange to ship Products to Customer by the method stated on the Sales Agreement to which these Terms and Conditions are attached. Customer shall pay Segway Inc.’s charges for shipping and handling as stated on the Sales Agreement. Title to Products and risk of loss or damage to Products passes from Segway Inc. to Customer upon Segway Inc. transferring possession of the Products to the carrier (or to Customer) at Segway Inc.’s facility for shipment to Customer. Unless Segway Inc. and Customer agree upon a separate delivery schedule, Segway Inc. will ship Products within forty five (45) days after this Sales Agreement is accepted.

**Payment.** Customer shall pay Segway Inc. for Products, shipping and handling charges, and applicable sales taxes before shipment and shall pay for Services before the Services are rendered unless otherwise agreed in writing by Customer and Segway Inc. Customer shall pay by wire transfer to be delivered to Segway Inc. before shipment unless otherwise agreed in writing by Customer and Segway Inc. If Customer fails to make payment when due to Segway Inc., Customer shall also pay to Segway Inc. interest on the unpaid amount from the date due until the date paid at the rate of one and one-half per cent per month (or, if less, the highest rate allowed by law), and Customer shall reimburse Segway Inc. for all costs of collection including reasonable attorney’s fees.

**Non-delivery.** If, for any reason, Segway Inc. is unable to deliver Products or Services to Customer as provided in this Agreement, Segway Inc. shall, upon Customer’s written request, refund to Customer any portion of the price which Customer may have paid to Segway Inc. for the undelivered Products and/or Services, and each of Segway Inc. and Customer shall be Discharged from any further obligation relating to the undelivered Products and/or Services. Customer shall have no other remedy against Segway Inc. for such undelivered Products and/or Services.

**Limited Warranty for Products.** THE STANDARD LIMITED WARRANTY APPLICABLE TO SEGWAY INC. PRODUCTS IS THE “SEGWAY® PERSONAL TRANSPORTER LIMITED WARRANTY” or “SEGWAY SE-3 PATROLLER LIMITED WARRANTY” (copy available at <http://www.segway.com/support/warranty.php> or Segway Inc. will send a copy to Customer on request). **SEGWAY INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY. SEGWAY INC. DOES NOT WARRANT SERVICES. SEGWAY INC. EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

**Returns.** Segway Inc. will only accept return of unused and undamaged Product that is returned in the original packaging. Customer must follow this return procedure. Within ten days after receipt of the Product, Customer must contact Segway Customer Operations at 866-4SEGWAY and request a Return Material Authorization (RMA) number. Customer must return the Product to Segway Inc. in an unused, undamaged condition and in the original packaging. Customer is responsible for the cost of shipping the Product back to Segway Inc. (at the address specified when the RMA was issued) and Customer bears the risk of loss during shipment. The Product must be delivered back to Segway Inc. not later than ten days after the RMA is issued. Customer, as a condition of returning the Product, must pay Segway Inc. a re-stocking fee equal to 10% of the purchase price for the returned Product. Payment of this fee is due at the time Customer obtains the RMA, subject to actual return of the Product in accordance with the terms of this procedure. Upon receipt of the returned Product, Segway Inc. shall inspect the returned Product to confirm that it is unused and undamaged and in the original packaging. Upon such confirmation, and provided the Customer has followed the procedure set forth in this section, Segway Inc. shall credit Customer for the purchase price less the 10% restocking fee. If Customer returns Product that is used, damaged, not in the original packaging, or otherwise not in accord with this procedure, then Segway Inc. shall not issue any credit to Customer and Customer shall pay all costs for return shipment of the Product to Customer.

**Not a Medical Device.** Segway Products have not been designed, tested, or approved for use as a medical device. The rider must be able to step on and off the Product, which requires physical abilities similar to climbing and descending stairs without assistance and without using a handrail. When using the Segway PT models identified above, the rider’s weight and all payload must not exceed 260 pounds (117 kg). When using an SE-3 Patroller, the rider’s weight and all payload must not exceed 350 lbs (159kg). For all Segway Products, the rider must weigh at least 100 pounds (45 kg).

**Disputes.** Any controversy or claim arising out of or relating to this Agreement or the breach thereof, or in any other way relating to Segway Inc.’s Products or Services, shall be brought in the Hillsborough County Superior Court in the State of New Hampshire, USA or, if it has or can acquire jurisdiction, in the United States District Court for the District of New Hampshire, USA and Customer consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

**State Laws.** Use of Segway Products on public roads or sidewalks is regulated by many states and municipalities (and prohibited by some). Segway Inc. has advised Customer to consult local and state authorities to identify and become familiar with all current laws and regulations. (Many of these laws use the term “Electric Personal Assistive Device” or “Personal Motorized Mobility Device”, which are generally defined so as to include Segway PTs.) In addition to other requirements, these laws and regulations may specify minimum ages for Segway PT riders on public roads and/or sidewalks and may mandate protective gear for riders. If Customer is purchasing i2 SE Patroller, x2 SE Patroller or SE-3 Patroller Products, Customer warrants and represents that Customer is a public safety entity authorized to purchase public safety products under current laws and regulations.

**Entire Agreement; Governing Law.** By signing below and upon Segway Inc.’s acceptance, Customer agrees that the Sales Agreement attached and these Terms and Conditions (collectively this “Agreement”) set forth the entire agreement between Segway Inc. and Customer. Segway Inc. has made no representation or warranty regarding Segway Inc. Products or Services other than as stated in this Agreement. Any terms or conditions that may be stated on Customer’s purchase order (or other document previously or hereafter issued by Customer to Segway Inc.) are not part of the agreement between Segway Inc. and Customer. The only terms and conditions of the sales of Products and Services by Segway Inc. to Customer are those stated on the Sales Agreement and in these Terms and Conditions as accepted by Segway Inc. This Agreement supersedes any contrary terms and conditions provided in or on Customer’s purchase order (or other document previously or hereafter issued by Customer to Segway Inc.) This Agreement may only be amended by a document signed by authorized representatives of Segway Inc. and Customer. If any provision of this Agreement shall be held to be void, unlawful or unenforceable, such provision shall be deemed stricken from this Agreement, but the remaining provisions of this Agreement shall continue in full force and effect, modified only as necessary to accomplish, as nearly as possible, the purposes of the stricken provision. New Hampshire, USA law governs this Agreement without regard to conflicts of law principles. The UN Convention on Contracts for the International Sale of Goods does not apply to this Agreement. This Agreement is made in the English language. A signature received electronically or by fax is as valid as an original signature.

Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_