



## TERMS AND CONDITIONS OF SALE (“Terms”)

### 1. Definitions

“Seller” means Georgios Sinanis, of Thessaloniki, Greece (58 Mantineias Street, GR-542 48 Thessaloniki, Greece; email: george.sinanis@gmail.com). Seller is the inventor, developer and manufacturer of the Sui Generis Seat, an attachment for Segway® Personal Transporters, which enables a user to ride the Segway® PT in a seated position.

“Buyer” means the person, company or other legal entity (acting in its own right or through any employee or agent) that purchases Products from the Seller

“Product” means any good(s) agreed to be sold by the Seller to the Buyer.

“Contract” or “Agreement” means the agreement for the sale of goods entered by Seller and Buyer, the terms and conditions of which are stated herein.

### 2. Application of these Terms & Conditions

By placing an order the Buyer fully accepts these Terms without any reservations. Other media such as leaflets, catalogues, specification lists or any other material published by the Seller are non-contractual and only have a consultative value. No particular condition can overwrite these Terms, unless acceptance by the Seller is formally and expressly provided in writing. Accordingly, in the event of any conflict between these Terms and any other terms and conditions, whether express or implied, incorporated or referred to in any communication from the Buyer, then these Terms shall prevail, and the Buyer’s terms and conditions shall be excluded in their entirety, unless the Seller has expressly accepted the Buyer’s terms and conditions in writing.

### 3. Order Acceptance

All orders are subject to acceptance by the Seller and to the availability of Products ordered. The Seller may in his absolute discretion refuse any order for Products placed by a Buyer. The Seller’s acceptance of a Buyer’s order shall be effective, and the sale contract shall be deemed to come into existence, only where such acceptance is made by way of confirmatory email, letter or facsimile by the Seller to the Buyer or where the Seller commences shipment of the Products to the Buyer.

### 4. Order modification or cancellation

(a) Any order modification or cancellation requested by the Buyer before shipment of the Product may be accepted at the absolute discretion of the Seller and must be confirmed as such.

(b) Seller reserves the right to make useful modifications or improvements to his Products, without having to modify products previously delivered or being the object of a pending order. Seller also reserves the right to modify the packaging of Products as published in catalogues, leaflets, websites or any other media without prior notice.

### 5. Specifications

The description and illustrations of the Products shown on the Seller’s website or other media (or otherwise provided to the Buyer) are intended to be an illustration only and shall not form part of the Contract. The Seller shall not be liable for any variations in any specification or description of the Products which do not materially affect the specification, use and operation of the Products. The Seller

reserves the right to make any changes in the specification so as to conform to any applicable safety or other statutory requirements.

## **6. Shipping**

(a) The shipping method is selected by the Buyer, who is responsible for paying the shipping costs and any related expenses such as handling, customs charges and duties, import tax, additional shipping charges etc.

(b) The risk is transferred to the Buyer as soon as Seller has delivered the Products to the carrier for dispatch.

(c) Delivery time depends on the availability of the Products. The availability and delivery time stated on the Seller's website are indicative. The Seller will provide an expected date of delivery to carrier for dispatch in the order confirmation. In case the Products have not been delivered to the carrier within 15 days from the expected date of shipping, Buyer is entitled to cancel the order and receive a full refund. Under no circumstances is Buyer entitled to additional remedies other than a full refund.

## **7. Price and Payment**

(a) The price shall be the Suggested Retail Price less any discount agreed in writing between the parties.

(b) All prices published on Seller's website or other media are subject to variation at any time prior to acceptance of the Buyer's order by the Seller.

(c) Payment must be made in full prior to dispatch of the Products, by one of the acceptable payment methods specified by Seller. Products will not be dispatched until cleared funds have been received.

## **8. Limited Warranty**

Products are covered by their respective Limited Warranty, available on the Seller's website and/or sent to Buyer upon Buyer's request. Such Limited Warranty forms an integral part of these Terms.

## **9. Returns**

If the Buyer is not satisfied by the Products by any reason, Buyer may return the Products for a full refund within forty (40) days of their delivery to carrier for dispatch. All returned Products must be returned in resalable condition in the original packaging and accompanied by a copy of the invoice showing the original purchase date. Custom-made products are NOT returnable unless the Seller fabricates or orders them incorrectly. All shipping, handling, duties, customs, import tax or any other governmentally imposed tax, imposed as a result of any such return of the Product shall be at Buyer's sole expense. Buyer shall receive the refund within thirty (30) days from Seller's receipt of the returned Products.

## **10. Limitation of Liability**

(a) By purchasing the Product, Buyer agrees that s/he has read, understood and/or meets all applicable Safety Disclosures, Rider Requirements and Liability Waiver for the Product, available on Seller's website and/or sent to Buyer upon Buyer's request. Such liability waivers form an integral part of these Terms.

(b) Buyer shall use the Product at Buyer's own risk and understands that the Seller cannot be held liable for any injuries, accidents or damages resulting from its use. The Seller shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, included (but not limited to) loss of business or profit, loss of goodwill, damage to trading relationships, loss of date and other financial loss.

(c) ANY LIABILITY OF THE SELLER WHATSOEVER IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS.

### **11. Intellectual Property**

(a) "Intellectual Property" means any and all patents, copyrights, trademarks, trade names, trade secrets, and other propriety rights of the Seller or its affiliates, and all applications and registrations therefore. Buyer acknowledges that Seller is the exclusive owner or licensee of all rights, title and interest in and to the Intellectual Property embodied in, related to, or associated with Seller's Products. Buyer will not in any way infringe on the Intellectual Property of the Seller. Buyer will immediately notify Seller of any and all suspected infringements of any Intellectual Property that may come to the attention of Buyer. Seller will be responsible for taking any action to prevent infringement of the Intellectual Property.

(b) Seller and is not affiliated with, associated with, authorized by, endorsed by or in any way officially connected with Segway Inc. Segway® is a registered trademark of Segway Inc.

### **12. Confidential Information**

Buyer may become familiar with trade secrets and confidential information of Seller that has independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from their disclosure or use ("Confidential Information"). Buyer agrees not to disclose or utilize any Confidential Information, including without limitation, product specifications, prices, discounts, manufacturing cost, ideas, technical data, Buyer list and sales reports to which Buyer has been privy.

### **13. Force Majeure**

Seller shall not be liable for any damage as a result of any delay in performance or nonperformance due to any cause beyond Seller's reasonable control, including, without limitation, any act of God, any act of the Buyer, delays caused by Seller's suppliers or subcontractors, embargo or other government act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, international credit events, currency events or fluctuations, or inability to readily obtain necessary labor, materials or manufacturing facilities.

### **14. Severability**

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

### **15. Jurisdiction and Applicable Law**

The Courts of Thessaloniki, Greece shall have exclusive jurisdiction in the case of disputes. These Terms shall be governed by and construed in accordance with Greek Law.