

## **GLOBAL WARRANTY**

This One-Year Limited Warranty (the “Warranty”) is a manufacturer's warranty, voluntary provided by Zound Industries USA Inc., or its successor in title, (“Zound Industries”), for each product (the “Product”) sold via the website [www.marshallheadphones.com/mh\\_us\\_en/](http://www.marshallheadphones.com/mh_us_en/) (the “Website”).

The Warranty is in addition to, and not instead of, rights provided by consumer law and consumers have the right to choose whether to claim service under the Warranty or under their consumer rights law. For further information about consumer law, please contact your local consumer organization.

### **THE FOLLOWING IS COVERED BY THE WARRANTY**

Zound Industries hereby warrants that the Product, for a period of one (1) year from the date of original purchase from Zound Industries via the Website, is without defects in materials and workmanship, provided however that the Product is only used in accordance with published guidelines from Zound Industries for the Product, including the Product’s user manuals, technical specifications, etc. and subject to the limitations set forth in this document.

The Warranty only applies to Product you purchased for your own use and not for resale.

### **THE FOLLOWING IS NOT COVERED BY THE WARRANTY**

The Warranty does not apply to: (a) products that were bought through other channels than the Website, (b) problems that occur more than one (1) year after the date of original purchase from Zound Industries via the Website, (c) consumable parts, such as batteries or protective coatings; (d) cosmetic damage, including but not limited to scratches, dents and broken plastic; (e) damage caused by external cause, including but not limited to accident, abuse, misuse, liquid contact, fire; (f) damage caused by operating or use of the Product other than in accordance with published guidelines from Zound Industries for the Product, including the Product’s user manuals, technical specifications, etc. (please note: you may not open or disassemble the Product in any other way than as explicitly described in the Product’s user manual; (g) a Product that has been modified; (h) defects caused by normal wear and tear or otherwise due to the normal aging; or (i) a Product that is stolen, or where Zound Industries has reason to believe that it is stolen.

Please note that only Zound Industries or an Authorized Service Center appointed by Zound Industries (a “Zound Industries ASC”) may perform service on the Product. Warranty cover will be void if repair has been made or attempted by any unauthorized service centre.

Furthermore, the Warranty does not apply to any hardware products other than the Product.

For software, if any, please refer to the relevant licensing agreements for details of your rights and obligations with respect to the use of software.

Zound Industries is not liable for reimbursements, claims and damages where the Warranty does not apply. As concerns limitations of liability, please see below.

### **WHAT WILL BE DONE IN THE EVENT OF A WARRANTY CLAIM?**

If you submit a valid claim under the Warranty, Zound Industries will, at its option:

(a) repair your Product using new and/or previously used parts that are equivalent to new in performance and reliability, (b) replace your Product with a product that is at least functionally equivalent to the Product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability, or (c) refund your purchase price in exchange for the return of your Product.

When a Product or part thereof is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes Zound Industries' property. A repaired or replaced Product assumes the remaining Warranty of the original Product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you.

### **PRODUCTS WITH THE CAPACITY TO STORAGE OF DATA AND BACKUP COPIES**

What is set forth below is relevant for Products with a capacity to store data.

To protect the contents stored at the Product, such as software programs, data and other information, and as a precaution against possible operational failures, you are advised to make periodic backup copies of the information contained on your Product's storage media

Before submitting your Product for service under the Warranty you are advised to make backup copies of the information contained on your Product's storage media since such storage media may be erased, replaced and/or reformatted during the Warranty service. You are furthermore asked to remove all personal information, and, if the Product is to be delivered or sent to Zound Industries or to a Zound Industries ASC, to provide such with all system keys or passwords in order to provide a sufficient, free, and safe access to your Product.

After Warranty service, your Product (or a replacement product) will be returned to you with its original configuration and subject to applicable updates. Zound Industries may install system software updates as part of Warranty service that will prevent the Product from reverting to an earlier version of the system software. Third party applications installed on the Product may not be compatible or work with the Product as a result of the system software update and Zound Industries or a Zound Industries ASC is not responsible for recovery or reinstalling software programs, data and information.

If you are not the owner of the Product you must obtain authorization from the owner before asking for Warranty service.

## THE WARRANTY SERVICE

For information related to the Warranty service, please contact Zound Industries via e-mail at the address stated at the website.

If you do not have internet access or the Product is still not functioning properly after taking contact with Zound Industries and following instructions received, contact Zound Industries via other means of communication or contact a local Zound Industries ASC (Zound Industries may provide information of where to locate such Zound Industries ASC), and you will receive help to determine whether your Product requires service and be informed which of the Warranty service options set out below that Zound Industries will provide.

Before receiving Warranty service you may be asked to present proof of purchase details, provide information to diagnose potential issues with your Product and to follow procedures and instructions for obtaining Warranty service, such as following instructions for packing and shipping the Product when receiving mail-in service as described below.

Zound Industries will at its option, depending on the individual circumstances, provide Warranty service through one or more of the following options:

*Carry-in service.* Zound Industries may request that you return your Product to a Zound Industries ASC. After Warranty service, you may upon notice retrieve the Product from the Zound Industries ASC, or the Product will be sent to you directly.

*Mail-in service.* If Zound Industries elects to provide service through its mail-in service, Zound Industries will send you prepaid waybills, so that you may ship your Product to a Zound Industries ASC. Please note that you will need to provide your own packing material and that the packaging of the Product is required to fulfill the specifications set forth by the relevant shipping company. After Warranty service, the Product will be sent to you.

*Do-it-yourself ("DIY") service.* Under DIY service Zound Industries will provide you with a replacement product, part or accessory with instructions for replacement. For the DIY service, Zound Industries may require return of the replaced product, part or accessory, and Zound Industries may therefore require a credit card authorization, in an amount corresponding to the price of the replacement product, part or accessory, as security for such return. If you follow the request and return the replaced product, part or accessory, Zound Industries will cancel the credit card authorization. If you fail to follow the request Zound Industries reserves the right to charge your credit card for the authorized amount.

Note: Zound Industries is not responsible for any costs, including labour costs, you incur relating to the DIY service.

Service options may be limited if requesting service in a country that is not the country of purchase for the Product. In the event that service for the Product is not available in such country, you may contact Zound Industries to receive information related to service and any

additional charges for shipping and handling that may apply before rendering service. You may seek service in a country that is not the country of purchase and in such case you are responsible for all custom duties, VAT and other associated taxes and charges and for complying with all import and export laws and regulations applicable.

### **LIMITATION OF LIABILITY**

In addition to what is set forth in the Terms of Purchase and Terms of Use for the Website, the following shall apply.

Other than the mandatory consumer law rights to which you are entitled, all warranties, conditions and other terms not set out in the Warranty are excluded from the Warranty. As a result, this Warranty is your exclusive warranty and replaces all other warranties or conditions, express or implied, including, but not limited to, any implied warranties or conditions of merchantability or fitness for a particular purpose.

Some countries do not allow limitations on warranties or on how long warranties, conditions and/or implied terms may last, in that event, such warranties apply only to the extent and for such duration as required by law and are limited in duration to the warranty period, if applicable under such law.

#### **B) Disclaimer in relation to data:**

Zound Industries does not warrant, represent or undertake that it will be able to repair or replace any Product under the Warranty without risk to and / or loss of information and / or data stored on the Product.

#### **C) Limitation of liability:**

In no event shall Zound Industries be liable for

- 1 any losses or damages related to the defects in materials and workmanship of the Product;
- 2 any losses that were not caused by Zound Industries breach of the Warranty;
- 3 any loss or damage that was not, at the time of your purchase of the Product, a reasonably foreseeable consequence of Zound Industries breaching the Warranty; or
- 4 losses relating to any business of yours, loss of profits, loss of data or loss of opportunity.

The limitation of liability of the Warranty shall not apply to (i) death or personal injury; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be limited or excluded as a matter of law.

## **PRIVACY**

If you obtain service under this Warranty, you authorize Zound Industries (as controller) and the Zound Industries ASC to store, use and process information in accordance with the Privacy Policy.

## **JURISDICTION AND GOVERNING LAW**

Zound Industries controls this Website from its offices in New York, USA.

These terms and conditions, and all other transactions between the parties, shall be governed and construed in accordance with the laws of the State of New York, without giving effect to its choice or conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these terms, shall be filed only in a court of the State of New York or in a federal court sitting in the State of New York, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these terms.

In the event that any provision of these terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

Zound Industries USA Inc

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Website: [https://www.marshallheadphones.com/mh\\_us\\_en](https://www.marshallheadphones.com/mh_us_en)

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.