

Marshall

LONDON WARRANTY INFORMATION

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ONE-YEAR LIMITED WARRANTY

The Marshall London One-Year Limited Warranty (the “Warranty”) is a manufacturer’s warranty, voluntary provided by Zound Industries Smartphones AB, Torsgatan 2, 111 23, Stockholm, Sweden, or its successor in title, (“Zound Industries”), for the Marshall London Product – meaning the Marshall London-branded hardware product and its accessories contained in the original packaging.

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 organisation.

COVERED BY THE WARRANTY

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

NOT COVERED BY THE WARRANTY

The Warranty does not apply to: (a) consumable parts, such as batteries or protective coatings; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic; (c) damage caused by external cause, including but not limited to accident, abuse, misuse, liquid contact, fire; (d) damage caused by operating or use of the Marshall London Product other than in accordance with published guidelines from Zound Industries for the Marshall London Product, including Marshall London Product’s user manuals, technical specifications, etc. (please note: you may not open the Marshall London Product in any other way than as explicitly described in the Marshall London Products user manual. Damage caused by opening the Marshall London Product is not covered by the warranty); (e) a Marshall London Product that has been modified; (f) defects caused by normal wear and tear or otherwise due to the normal aging; (g) a Marshall London Product where any serial number or IMEI number has been removed; or (h) a Marshall London Product that is stolen, or where Zound Industries has reason to believe that it is stolen.

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

NOT COVERED BY THE WARRANTY

Furthermore, the Warranty does not apply to any hardware products or any software other than the Marshall London Product. For software, please refer to the relevant licensing agreements for details of your rights and obligations with respect to the use of software.

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

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

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 Marshall London Product using new and/or previously used parts that are equivalent to new in performance and reliability, (b) replace your Marshall London Product with a product that is at least functionally equivalent to the Marshall London 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 Marshall London Product.

When a Marshall London 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 Marshall London Product assumes the remaining Warranty of the original Marshall London Product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you.

STORAGE OF DATA AND BACKUP COPIES

To protect the contents stored at the Marshall London Product, such as software programmes, 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 Marshall London Product's storage media

Before submitting your Marshall London Product for service under the Warranty you are advised to make backup copies of the information contained on your Marshall London 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 Marshall London Product is to be delivered or sent to Zound Industries or to a Marshall London Product retailer or a Marshall London ASC, to provide such with all system keys or passwords in order to provide a sufficient, free and safe access to your Marshall London Product.

STORAGE OF DATA AND BACKUP COPIES

After Warranty service, your Marshall London 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 Marshall London Product from reverting to an earlier version of the system software. Third party applications installed on the Marshall London Product may not be compatible or work with the Marshall London Product as a result of the system software update and Zound Industries, the Marshall London Product retailer or a Marshall London ASC is not responsible for recovery or reinstalling software programmes, data and information.

If you are not the owner of the Marshall London Product you must obtain authorisation 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: www.marshallphones.com

If you do not have internet access or the Marshall London 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 a local Marshall London ASC, and you will receive help to determine whether your Marshall London 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 Marshall London Product and to follow procedures and instructions for obtaining Warranty service, such as following instructions for packing and shipping the Marshall London 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 Marshall London Product to a Marshall London Product retailer or a Marshall London ASC. After Warranty service, you may upon notice retrieve the Marshall London Product from the Marshall London Product retailer or Marshall London ASC, or the Marshall London 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 Marshall London Product to a Marshall London ASC. Please note that you will need to provide your own packing material and that the packaging of the Marshall London Product is required to fulfil the specifications set forth by the relevant shipping company. After Warranty service, the Marshall London Product will be sent to you.

THE WARRANTY SERVICE

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 authorisation, in an amount corresponding to the retail 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 authorisation. If you fail to follow the request Zound Industries reserves the right to charge your credit card for the authorised 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 Marshall London Product. In the event that service for the Marshall London 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 applicable import and export laws and regulations.

LIMITATION OF LIABILITY

A) Entire agreement:

Other than the 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 Marshall London Product under the Warranty without risk to and / or loss of information and / or data stored on the Marshall London Product.

LIMITATION OF LIABILITY

C) Limitation of liability:

In no event shall Zound Industries be liable for

- a. any losses or damages related to the defects in materials and workmanship of the Marshall London Product;
- b. any losses that were not caused by Zound Industries breach of the Warranty;
- c. 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
- d. 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 by Zound Industries; (iii) fraudulent misrepresentation by Zound Industries; or (iv) any other liability that cannot be limited or excluded as a matter of law.

PRIVACY

If you obtain service under this Warranty, you authorise Zound Industries (as controller) and the Marshall London ASC to store, use and process information about your Warranty service and your contact information, including name, phone numbers, address and e-mail address. Zound Industries and the Marshall London ASC may use this information to perform service under this Warranty. Zound Industries and the Marshall London ASC may contact you to enquire about your satisfaction with the Warranty service or to notify you about any product recalls or safety issues. In accomplishing these purposes, you authorise Zound Industries and the Marshall London ASC to transfer your information to any country where Zound Industries (which countries may not have as strict legal requirements for the protection of personal data as in your country) do business and to provide it to entities acting on Zound Industries behalf for the provision of services required by Zound Industries.

If you want information about how Zound Industries is processing your personal data and/or want any personal data to be rectified or deleted, please contact Zound Industries at the address stated at the beginning of this document.

Zound Industries will maintain and use customer information in accordance with the Data Protection Directive 95/46/EC set by the European Parliament & Council as implemented into national legislation.

GENERAL

If any term is held to be illegal or unenforceable, it shall be severed from the Warranty and the legality or enforceability of the remaining terms shall not be affected.

The Warranty is governed by and construed under the laws of the country where the Marshall London Product was originally purchased. No Marshall London Product retailer, seller, agent, Marshall London ASC, or any of their employees, are authorised to make any modification, extension or addition to the Warranty.

When contacting Zound Industries via telephone, call charges may apply depending on your location. Please contact your network operator for details.