

# MARSHALL WARRANTY - HTTPS://WWW.MARSHALL.COM/US/EN/POLICIES/ WARRANTY

#### LIMITED WARRANTY UNITED STATES

#### **GENERAL**

Any warranty offered by Marshall is in addition to, and not instead of, rights provided by applicable consumer laws. You have the right to choose whether to claim service under a warranty or in accordance with the rights provided to you as a consumer.

# **Amplifiers**

Marshall US Inc., 260 West 39th Street Suite 1101 New York NY 10018 USA or its successor in title, ("Marshall") provides a voluntary one-year limited manufacturer's warranty ("Warranty") for amps, pre-amps, FX pedals and speaker cabinet enclosures and a 90-day warranty for valves and fuses from the date of purchase or date of delivery (if later than the date of purchase) by a consumer or end-user customer from marshall.com (the "Website") or a Marshall authorized dealer in the United States. For the avoidance of doubt, because Marshall cannot control the quality of Products sold by unauthorized dealers, the Warranty does not apply to Products sold by unauthorized dealers, unless otherwise prohibited by law. Marshall reserves the right to reject warranty claims under this Warranty for Products purchased from an unauthorized dealer (including but not limited to unauthorized websites).

Warranted products will come with a warranty card explaining the full terms and conditions of the warranty. If you cannot find a warranty card inside the box, then contact <u>Marshall's customer service</u> or the address stated above or your retailer and they should be able to supply you with one.

Be sure to fill in the attached registration card within 90 days to receive an extension of your warranty by two years for amps, pre-amps, FX pedals and speaker cabinet enclosures. Failure to register your product does not diminish your standard warranty rights of one-year.

#### **HEADPHONES & SPEAKERS**

Marshall provides a voluntary two-years limited global manufacturer's warranty for headphones and speakers purchased via marshall.com or a Marshall authorized dealer in the United States, from the date of purchase or date of delivery (if later than the date of purchase) by a consumer or end-user customer.

This two-years limited warranty (the "Warranty") is a manufacturer's warranty voluntary provided by Marshall US Inc., 260 West 39th Street Suite 1101 New York NY 10018 USA, or its successor in title, ("Marshall"), for each product (the "Product") sold via the website marshall.com (the "Website") or a Marshall authorized dealer in the United States ("Authorized Dealer").

For the avoidance of doubt, because Marshall cannot control the quality of Products sold by unauthorized dealers, the Warranty does not apply to Products sold by unauthorized dealers, unless otherwise prohibited by law. Marshall reserves the right to reject warranty claims under this Warranty for Products purchased from an unauthorized dealer (including but not limited to unauthorized websites).

Any reference herein to "you" or "yours" is the consumer purchasing the product(s) from the Website or an Authorized Dealer.

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 in accordance with the rights provided to you as a consumer. For further information about consumer law, please contact your local consumer organization.

There are no warranties which extend beyond those stated herein. ANY IMPLIED WARRANTIES OR CONDITIONS THAT MAY BE APPLICABLE TO PRODUCTS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

#### The following is covered by the warranty

Marshall hereby warrants that the Product, for a period of two (2) years from the date of original purchase or date of delivery (if later than the date of purchase) from Marshall via the Website or the Authorized Dealer, is without defects in materials and workmanship, provided however that the Product is only used in accordance with published guidelines from Marshall for the respective Product, including the Product's user manuals, technical specifications, etc. and subject to the limitations set forth in this document.

The Warranty applies only to Product(s) 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 or an Authorized Dealer, (b) problems that occur more than two (2) years after the date of original purchase or date of delivery (if later than the date of purchase) of the product via the Website or from the Authorized Dealer, (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 Marshall 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 Marshall has reason to believe that it is stolen.

Please note that only Marshall or an Authorized Service Center appointed by Marshall (a "Marshall ASC") may perform Warranty service on the Product. The Warranty does not cover damage due to repair or attempted repair by anyone other than Marshall or a Marshall ASC.

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.

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

## Repair service

If your Marshall product needs reparation after your warranty period, we offer a paid repair service by authorised service partners using original Marshall parts. Note that repair service may vary between different markets.

#### What will be done in the event of a warranty claim?

If you submit a valid claim under the Warranty, Marshall 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. A refund will be provided only if replacement is not possible and repair is not commercially practicable or cannot be timely made.

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 Marshall property. A repaired or replaced Product either substitutes the original Product in relation to the remaining Warranty or provides you a warranty during 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 in 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. Furthermore asked to remove all personal information, and, if the Product is to be

delivered or sent to Marshall or to a Marshall 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. Marshall 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 Marshall or a Marshall 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 Marshall on ecare@marshall.com or the address stated above.

If you do not have internet access or the Product is still not functioning properly after taking contact with Marshall and following instructions received, contact Marshall via other means of communication or contact a local Marshall ASC (Marshall may provide information of where to locate such Marshall 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 Marshall 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.

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

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

**Mail-in service.** If Marshall elects to provide service through its mail-in service, Marshall will send you prepaid waybills, so that you may ship your Product to a Marshall 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, Marshall will provide you with a replacement product, part or accessory with instructions for replacement. For the DIY service, Marshall may require return of the replaced product, part or accessory, and Marshall 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, Marshall will cancel the credit card authorization. If you fail to follow the request, Marshall reserves the right to

charge your credit card for the authorized amount. Note: Marshall 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 Marshall 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**

# A) Disclaimer in relation to data:

Marshall 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.

# B) Limitation of liability:

IN NO EVENT SHALL MARSHALL BE LIABLE FOR:

- ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF THIS LIMITED WARRANTY, BREACH OF CONTRACT OR STRICT LIABILITY.
- ANY LOSSES OR DAMAGES RELATED TO THE DEFECTS IN MATERIALS AND WORKMANSHIP OF THE PRODUCT;
- ANY LOSSES THAT WERE NOT CAUSED BY MARSHALL BREACH OF THE WARRANTY;
- ANY LOSS OR DAMAGE THAT WAS NOT, AT THE TIME OF YOUR PURCHASE OF THE PRODUCT, A REASONABLY FORESEEABLE CONSEQUENCE OF MARSHALL BREACHING THE WARRANTY;
- 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 (ii) any other liability that cannot be limited or excluded as a matter of law. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

If you have any questions about whether a seller is an authorized seller of Products, please contact Marshall.

#### **Privacy**

If you obtain service under this Warranty, you authorize Marshall (as controller) and the Marshall ASC to store, use and process information about your Warranty service and your contact information, including name, phone numbers, address, and e-mail address. Marshall and the Marshall ASC may use this information to perform service under this Warranty. Marshall and the Marshall ASC may contact you to inquire about your satisfaction with the Warranty service or to notify you about any product recalls or safety issues. In accomplishing these purposes, you authorize Marshall and the Marshall ASC to transfer your information to any country where Marshall (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 Marshall behalf for the provision of services required by Marshall.

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

Marshall 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, or if outside of the EC, any applicable laws related to handling of personal information.

#### General

If any of the terms and conditions set out in this Warranty 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 state of New York. No third party, including Marshall Group ASCs, or any of their employees, are authorized to make any modification, extension, or addition to the Warranty.

This Warranty Policy was updated on 13 February 2025 and is applicable to purchases made thereafter.

