

## Limited Warranty for Roon Labs Nucleus and Nucleus+

Subject to the exclusions and limitations contained herein, Roon Labs warrants to the purchaser of the Product (defined herein as the Nucleus and Nucleus+) and all of its various components, in its original sealed packaging (“Original Purchaser”) as follows: if the Product is properly used and installed, it will be free from defects in material and workmanship and will substantially conform to Roon Labs' publicly available specifications for a period of two (2) years beginning on the date the Product was purchased in its original sealed packaging. SOFTWARE OF ANY KIND DELIVERED WITH OR AS PART OF THE PRODUCT IS EXPRESSLY PROVIDED “AS IS” UNLESS SPECIFICALLY PROVIDED FOR OTHERWISE IN ANY SOFTWARE LICENSE ACCOMPANYING THE SOFTWARE.

If the Product which is the subject of this Limited Warranty fails during the warranty period for reasons covered by this Limited Warranty, Roon Labs, at its option, will:

- **REPAIR** the Product by means of hardware and/or software; OR
- **REPLACE** the Product with another product

THIS LIMITED WARRANTY, AND ANY IMPLIED WARRANTIES THAT MAY EXIST UNDER APPLICABLE STATE, NATIONAL, PROVINCIAL OR LOCAL LAW, APPLY ONLY TO YOU AS THE ORIGINAL PURCHASER OF THE PRODUCT.

### EXTENT OF LIMITED WARRANTY

Roon Labs does not warrant that the Product, whether purchased stand-alone or integrated with other products, including without limitation semiconductor components, will be free from design defects or errors known as “errata.” Current characterized errata are available upon request. Further, this Limited Warranty does NOT cover:

- any costs associated with the replacement or repair of the Product, including labor, installation or other costs incurred by you, and in particular, any costs relating to the removal or replacement of any Product soldered or otherwise permanently affixed to any printed circuit board or integrated with other products; OR
- errors resulting from incorporation or combination of the Product into or with any other product, service, or system; OR
- any malfunctions or other errors in the Product caused by any third party virus, infection, worm or similar malicious code; OR
- that the Product will protect against all possible security threats, including intentional misconduct by third parties; OR
- damage to the Product due to external causes, including accident, problems with electrical power, abnormal, mechanical or environmental conditions, usage not in accordance with product instructions, misuse, neglect, alteration, repair, improper installation, or improper testing; OR
- any Product which has been modified or operated outside of Roon Labs' publicly available specifications or where the original product identification markings (trademark or serial number) have been removed, altered or obliterated from the Product.

## HOW TO OBTAIN WARRANTY SERVICE

To obtain warranty service for the Product, you may contact your original place of purchase in accordance with its instructions or you may contact Roon Labs.

To request warranty service from Roon Labs, you must contact the Roon Customer Support via email at **contact@roonlabs.com**. Please be prepared to provide: (1) your name, mailing address, email address used for your Roon subscription, telephone numbers and, in the USA, valid credit card information; (2) proof of purchase; (3) model name and product identification number found on the Product; and (4) an explanation of the problem. The Customer Service Representative may need additional information from you depending on the nature of the problem.

Upon Roon Customer Support's verification that the Product is eligible for warranty service, you will be issued a Return Material Authorization ("RMA") number and provided with instructions for returning the Product to Roon Labs. When you return the Product to Roon Labs, you must include the RMA number on the outside of the package. Roon Labs will not accept any returned Product without an RMA number, or that has an invalid RMA number, on the package. You must deliver the returned Product to the address provided to you by Roon Customer Support in the original or equivalent packaging, with shipping charges pre-paid, and assume the risk of damage or loss during shipment. Freight charges and/or handling fees may apply if the Product for which you are requesting warranty services was not sold via authorized distribution in your country/region, or if upon Roon Labs' inspection of the Product, it was determined that (a) the Product was not defective or (b) the damage to the Product is due to external causes, including accident, problems with electrical power, abnormal, mechanical or environmental conditions, usage not in accordance with product instructions, misuse, neglect, alteration, remark, repair, improper installation, or improper testing.

Roon Labs may elect to repair or replace the Product with either a new or reconditioned Product or components, as Roon Labs deems appropriate. The repaired or replaced product will be shipped to you at the expense of Roon Labs within a reasonable period of time after receipt of the returned Product by Roon Customer Support. The returned Product shall become Roon Labs' property on receipt by Roon Customer Support. The replacement product is warranted under this written warranty and is subject to the same limitations and exclusions for ninety (90) days or the remainder of the original warranty period, whichever is longer. If Roon Labs replaces the Product, the Limited Warranty period for the replacement Product is not extended.

## **WARRANTY LIMITATIONS AND EXCLUSIONS**

THIS WARRANTY REPLACES ALL OTHER WARRANTIES FOR THE PRODUCT AND ROON LABS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING AND USAGE OF TRADE. Some states (or jurisdictions) do not allow the exclusion of implied warranties so this limitation may not apply to you. ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. Some states (or jurisdictions) do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

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Some states (or jurisdictions) do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY STATE OR JURISDICTION.

ANY CLAIM OR DISPUTE ARISING UNDER OR RELATING TO THIS LIMITED WARRANTY SHALL BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK, USA WITHOUT REFERENCE TO ITS CONFLICT OF LAW PRINCIPLES, AND THE FORUM SHALL BE NEW YORK, NEW YORK, USA.