



## Limited Warranty Terms and Conditions for ROLI Seaboard 2 (previously Seaboard RISE 2), ROLI Seaboard M (previously Seaboard BLOCK M) and ROLI Piano M (previously LUMI Keys / LUMI Keys Studio Edition)

ROLI Seaboard 2 (previously Seaboard RISE 2) / ROLI Seaboard M (previously Seaboard BLOCK M) / ROLI Piano M (previously LUMI Keys / LUMI Keys Studio Edition) and all software supplied by us with the ROLI Seaboard 2 (previously Seaboard RISE 2) / ROLI Seaboard M (previously Seaboard BLOCK M) / ROLI Piano M (previously LUMI Keys / LUMI Keys Studio Edition) at the time of your purchase which is required for its operation (the “**Product**”) is covered by this limited warranty for a period of two (2) years (the “**Warranty Period**”), beginning on the date you originally purchased the Product.

### Who offers this warranty?

- 1) This warranty is offered by Luminary ROLI Limited, a company incorporated in England and Wales under company number 13407346 with its registered office at 326/327 Stean Street, London, E8 4ED (“**we**”, “**us**”, or “**our**”).

### Who can claim under this warranty?

- 2) This warranty is offered to purchasers of the Product in the United Kingdom. This warranty does not apply to Products purchased in any other country outside the United Kingdom. This warranty does not cover repairs, replacements, or refunds where the Product is located in any other country outside the United Kingdom.
- 3) This warranty only applies if:
  - a) you have purchased the Product as a consumer. You are a consumer if:
    - i) you are an individual; and
    - ii) you have purchased the Product wholly or mainly for your personal use (not for use in connection with your trade, business, craft, or profession); or
  - b) you have purchased the Product as a professional musician, or on behalf of an education provider (such as a school, college, or university). However, if you have purchased the



Product as a professional musician, or on behalf of an education provider, we will not be responsible for business losses you suffer under this warranty (see paragraph 24, 'Our responsibility for loss or damage you suffer under this warranty').

### **What does this warranty cover?**

- 4) This warranty applies to the Product, being the ROLI Seaboard 2 (previously Seaboard RISE 2), ROLI Seaboard M (previously Seaboard BLOCK M) or ROLI Piano M (previously LUMI Keys / LUMI Keys Studio Edition).
- 5) Provided that you comply with your obligations set out in this warranty, this warranty offers you a refund, repair, or replacement (depending on your preference) where there is a material fault with the Product due to defective materials and workmanship.
- 6) If you choose a refund, once we have received and inspected the Product, we will send you an email to notify you that we have received your Product. We will also notify you of the approval or rejection of your refund. If we approve your refund, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment within a reasonable time and normally within fourteen (14) days of us receiving the Product.

### **How long does this warranty last?**

- 7) The Product is covered by this warranty for the Warranty Period, being the two (2) year period beginning on the date of receipt of the Product.

### **What isn't covered by this warranty?**

- 8) This warranty does not cover any fault with the Product arising, directly or indirectly, from:
  - a) failure to take reasonable care of the Product;
  - b) damage due to:
    - i) willful or negligent acts
    - ii) accidents;
    - iii) theft;
    - iv) vandalism;
    - v) misuse;



- vi) inappropriate use;
  - vii) inadequate packing or protection of the Product during storage or transit (or any other situation where the Product is likely to be subject to physical duress), except and to the extent caused during delivery to you by us not packing or protecting the Product appropriately;
- c) external factors, including (but not limited to):
- i) faulty or damaged electrical wiring, circuit breakers, or power outlets;
  - ii) incorrect mains voltage;
  - iii) environmental conditions;
  - iv) lightning;
  - v) water;
  - vi) fire;
  - vii) earthquake;
  - viii) war;
  - ix) public disturbances;
  - x) acts of God;
  - xi) any other cause beyond our reasonable control;
- d) you attempting to (or allowing any third party not approved by us to attempt to) carry out modifications, repairs, or alterations to the Product;
- e) use of non-original parts in, or connected to, the Product;
- f) failure to comply with the user manual or any other oral or written instructions we give you;
- g) continued use of the Product after you believe you have discovered a fault; or
- h) third party software or hardware which has not been supplied by us being installed, or connected to, the Product.
- 9) This warranty does not cover:
- a) parts which are not critical to the function of the Product;
  - b) cosmetic features of the Product, including (but not limited to) its general appearance;
  - c) normal ageing or wear and tear to the Product;
  - d) periodic check-ups and maintenance; or



e) damage or wear and tear caused by use other than normal domestic household use.

### **Who pays for the repairs, replacements and associated costs?**

- 10) If you choose a repair, we will cover the cost of all parts and labour for repairing faults covered by this warranty, as well as the cost of standard collection, standard shipping, and standard delivery of the Product for the purpose of repairing faults. If you choose a replacement, we will cover the cost of standard collection, standard shipping, and standard delivery of the Product for the purpose of replacing the faulty Product.
- 11) If you choose a repair, we will repair the Product using units or parts which are new, or equivalent to new.
- 12) You will own all Products, parts, or units that we repair under this warranty. We will own any Products, units, or parts that we replace under this warranty, and, if requested to do so by us or one of our approved distributors, you must return them to us. We will cover the cost of returning repaired or replaced Products, parts, or units to us by standard delivery.
- 13) If you choose a repair, but the cost of repairing the Product would be disproportionate, instead of carrying out a repair under this warranty we may replace your Product with similar quality new or reconditioned equipment. The cost of a repair will be disproportionate if it would impose costs on us which, compared to the cost of replacing the Product, are unreasonable.
- 14) If you make a claim under this warranty, but the fault with the Product is not covered by this warranty, for example, because the Warranty Period has expired, or one of the exclusions set out in this warranty applies, we may charge you \$19 USD for the cost of standard collection and re-shipping. We may also charge you a reasonable fee for our time spent assessing the alleged fault, which will cost between \$50-\$80 USD depending on the repair needed.

### **What other rights do I have if there is a fault with the Product?**

- 15) This warranty is subject to and separate to any of your rights under consumer law. As such, the rights set out in this warranty are in addition to, and not instead of, your legal rights relating to faulty or misdescribed goods and digital content. Nothing in this warranty will affect your legal rights in relation to the Product.
- 16) Where you have purchased the Product as a consumer, you benefit from legal rights under English law covering the sale of goods and digital content that are defective or do not



conform to specifications. Further information on your legal rights as a consumer is available from your local Citizens' Advice Bureau or Trading Standards.

- 17) We will pass to you, to the extent that we are permitted to do so, the benefit of any warranty or warranty given by the manufacturer or supplier of third party goods and/or suppliers or licensors of third party software which form part of the Product. Without affecting any of your rights against us, we may therefore ask such manufacturers, suppliers, or licensors to fulfil their obligations to you under those warranties and guarantees. Where we do so, we will seek to ensure that such manufacturers, suppliers and licensors fulfil their obligations to you with reasonable skill and care and within a reasonable period of time.

### **How do I claim under this warranty?**

- 18) If you have any issues with the Product or wish to make a claim under this warranty, please contact our Technical Support Team via our website at [roli.com/legal/returns](https://roli.com/legal/returns) and submit a return request form. You will need to provide us with a short description of the fault or issue that made you submit a claim under this warranty. You will also need to provide your full name, contact email address, postal address, contact telephone number, and order number. Your order number is the number we sent to you by email when you first placed your order for the Product.

### **What documents or other details will I need to show to claim under this warranty?**

- 19) This warranty is only valid when accompanied by the original invoice, sales receipt, or where we have confirmed in writing to you that the warranty is still valid. If the serial number is defaced, missing or illegible, this warranty will be null and void.
- 20) There is no need to register your purchase of the Product in order to make a claim under this warranty.

### **Will repaired Products or replaced items be covered by this warranty?**

- 21) If we repair or replace the Product during the Warranty Period, the repaired Product or the replacement item will be covered under this warranty, but the original Warranty Period will not be extended.

### **How will you use my personal data?**

- 22) We shall lawfully process your personal information under the applicable data protection laws of the United Kingdom. Further information on how your personal information is used and processed can be found at [roli.com/legal/privacy-policy](https://roli.com/legal/privacy-policy).



### **Our responsibility for loss or damage you suffer under this warranty**

- 23) Subject to the exceptions set out in this warranty, if we fail to comply with this warranty, we will be responsible for loss or damage you suffer that is a foreseeable result of us breaking this warranty, but we will not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this warranty was given, both us and you knew it might happen.
- 24) We are not liable for business losses. If you use the Product for any commercial, business or re-sale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity that you suffer as a result of us breaking this warranty.
- 25) We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for:
- a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
  - b) fraud or fraudulent misrepresentation; and
  - c) breach of your legal rights in relation to the Products.

### **Transfer of rights and obligations under this warranty**

- 26) We may transfer our rights and obligations under this warranty to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this warranty.
- 27) You may only transfer this warranty to a person who has acquired the Product in the manner dictated by consumer laws governing such transfer. We may require the person to whom this warranty is transferred to provide reasonable evidence that they are now the owner of the Product, for example, by asking them to provide a copy of the original invoice or sales receipt.

### **Which laws apply to this warranty and where can I bring legal proceedings?**

- 28) This warranty is governed by English law and you can bring legal proceedings in respect of this warranty in the English courts. If you live in Scotland, you can bring legal proceedings in respect of this warranty in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of this warranty in either the Northern



Irish or the English courts. If you live in Wales, you can bring legal proceedings in respect of this warranty in either the Welsh or the English courts.