

Manufacturer's Warranty

MARIAN PCIe Audio Interfaces “Clara”

Effective: August 2026

WARRANTY PROVIDER:

MARIAN GmbH
Berggartenstraße 12
04155 Leipzig
Germany

Email: support@marian.de

Website: www.marian.de

1. WARRANTY AND STATUTORY RIGHTS IN THE EVENT OF DEFECTS

MARIAN grants the original purchaser of a MARIAN PCIe audio interface a voluntary manufacturer's warranty in accordance with these warranty terms and conditions.

This warranty is in addition to the statutory rights against defects held against the seller. Statutory rights may be exercised free of charge and are neither limited nor replaced by this warranty.

Claims under the statutory warranty must be asserted against the respective seller. Claims under this manufacturer's warranty are directed directly against MARIAN.

For consumers, the statutory provisions of Sections 434 et seq. of the German Civil Code (BGB) apply in particular. If a defect becomes apparent within one year of the transfer of risk, the reversal of the burden of proof provided for in Section 477 of the German Civil Code (BGB) applies under the conditions set forth therein.

For business customers, contractual and statutory rights regarding defects also remain unaffected, unless otherwise validly agreed upon.

2. COVERED PRODUCTS AND ELIGIBLE CUSTOMERS

The warranty applies to MARIAN “Clara” series PCIe audio interfaces purchased new from MARIAN or an authorized distributor.

The original purchaser named on the proof of purchase is entitled to the warranty. Product registration is not required.

The warranty is generally not transferable to a subsequent purchaser. This does not affect the statutory rights of a subsequent purchaser.

3. WARRANTY PERIOD

The warranty is valid for five years from the date the product was delivered to the original purchaser.

The date of delivery is generally evidenced by the dated proof of purchase. If the date of delivery cannot be determined from this, the invoice date applies. Other suitable forms of evidence remain admissible.

Statutory warranty and statute of limitations periods run independently of this warranty. If, in the case of a consumer goods purchase, statutory rectification is provided through repair, the original statute of limitations period is extended once by twelve months in accordance with Section 475e(5) of the German Civil Code (BGB).

A claim under this manufacturer's warranty generally does not affect the original warranty period and does not restart it. Mandatory statutory provisions remain reserved.

4. SCOPE OF THE WARRANTY

MARIAN warrants that, during the warranty period and when used as intended, the registered product is free from defects in materials and workmanship and fulfills its essential hardware functions as described in the product documentation.

4.1 FOR CONSUMERS

In the event of a valid warranty claim, the consumer may generally choose between

- repair of the product at no charge and
- the delivery of a defect-free replacement product at no charge

MARIAN may refuse the chosen method of subsequent performance only to the extent permitted by applicable law. The minimum rights under a durability warranty are set forth in Section 479(3) of the German Civil Code (BGB).

4.2 FOR BUSINESS CUSTOMERS

For business customers, MARIAN shall decide, at its reasonable discretion, whether the product will be repaired or replaced with a technically equivalent product, unless otherwise agreed.

4.3 REPLACEMENT PRODUCTS

A replacement product may be new or professionally refurbished. If the original model is no longer available, a successor or replacement model that is at least technically equivalent may be provided.

Replaced products or components become the property of MARIAN, to the extent permitted by law.

5. CASES NOT COVERED BY THE WARRANTY

The warranty does not apply if the claimed defect is demonstrably caused by:

- use contrary to the operating instructions, technical specifications, or the intended purpose;
- improper installation, removal, transport, or operation;
- incompatible or defective components of the host system;
- excessive electrical loads, overvoltage, or a faulty power supply;
- electrostatic discharge resulting from improper handling;
- liquids, excessive moisture, condensation, fire, lightning, flooding, or other external influences;
- drops, impacts, pressure, bending, or other mechanical damage;
- modifications to the hardware or firmware not approved by MARIAN;
- improper repair attempts by unauthorized third parties;
- Operation outside the environmental conditions specified in the respective product documentation.

Also not covered are:

- purely cosmetic defects that do not affect functionality;
- errors caused exclusively by operating systems, application software, third-party drivers, or an unsupported system configuration;
- Maintenance, setup, or configuration work not caused by a hardware defect.

Opening a computer or the proper installation and removal of the PCIe card does not automatically void the warranty. The same applies to repair attempts or modifications, provided they were not the cause of the reported defect and do not unreasonably complicate its inspection.

A missing or damaged serial number voids the warranty only if the product's identity, warranty eligibility, or warranty period cannot be determined by other reasonable means.

6. MAKING A WARRANTY CLAIM

To process a warranty claim, the warranty holder should first contact MARIAN Support:

Email: support@marian.de

The message should include the following information and documents:

1. Product name and serial number;
2. A description of the problem that is as detailed as possible;
3. Details regarding the system configuration used;
4. a copy of the proof of purchase or other suitable proof of purchase.

After an initial review, MARIAN will, if applicable, issue an RMA number and provide the return address and shipping instructions.

The product may only be shipped after coordinating with MARIAN. It must be securely packaged for transport and—if available—shipped in suitable antistatic packaging. Accessories should only be included if MARIAN specifically requests them.

The absence of an RMA number does not void existing warranty claims, but may delay processing.

MARIAN will conduct the inspection and provide authorized warranty service within a reasonable timeframe. The specific processing time depends, in particular, on the nature of the defect, the availability of replacement parts, and the shipping method.

7. SHIPPING COSTS

For consumers, MARIAN will cover the shipping costs required for a valid warranty claim. Shipping must be coordinated with MARIAN before sending the item. If available, MARIAN will provide a return shipping label.

If, following the inspection, it turns out that the issue is not covered by the warranty, MARIAN will inform the sender before performing any work that incurs a charge. Repairs that incur a charge will only be performed with separate consent.

Business customers are generally responsible for the costs of shipping the item to MARIAN. The return shipment following a valid warranty claim is at MARIAN's expense, unless otherwise agreed.

For shipments from countries outside the European Union, import, export, and customs formalities must be coordinated with MARIAN in advance. Mandatory statutory provisions regarding the allocation of costs remain unaffected.

8. SOFTWARE, DRIVERS, AND FIRMWARE

The warranty applies to the product's hardware.

Software, drivers, and firmware are not themselves covered by the durability warranty. However, a hardware defect is not excluded merely because it becomes apparent during the use of software, drivers, or firmware.

Claims relating to digital elements, as well as mandatory statutory obligations regarding updates or provision, remain unaffected.

9. LIABILITY

This warranty establishes the claims for subsequent performance described in these terms and conditions. Any claims for damages beyond this are governed by statutory provisions.

MARIAN bears unlimited liability:

- in cases of willful misconduct and gross negligence;
- in the event of culpable injury to life, body, or health;
- under the Product Liability Act;
- to the extent of any expressly assumed warranty beyond the scope of this warranty;
- in other cases of mandatory statutory liability.

In the event of a breach of a material contractual obligation due to slight negligence, liability is limited to the foreseeable, typically occurring damage. Material contractual obligations are obligations whose fulfillment is essential for the proper performance of the warranty and on whose compliance the warranty beneficiary may reasonably rely.

Otherwise, liability for slight negligence is excluded.

10. DATA PROTECTION

MARIAN processes the personal data necessary for the review and settlement of a warranty claim, in particular on the basis of Article 6(1)(b) of the GDPR.

Further information is available in the Privacy Policy at:

www.marian.de/datenschutz/?lang=en

11. GEOGRAPHICAL SCOPE

The warranty is valid worldwide.

Warranty services are generally provided by the MARIAN Service Center in Leipzig. The provisions regarding shipping, customs, and import costs in Section 7 remain unaffected.

12. GOVERNING LAW AND JURISDICTION

German law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

For consumers, this choice of law applies only to the extent that it does not deprive them of the protection afforded by mandatory provisions of the country in which they have their habitual residence.

For disputes with merchants, legal entities under public law, or special funds under public law, Leipzig shall be the exclusive place of jurisdiction—to the extent permitted by law.

13. CHANGES TO THESE WARRANTY TERMS

In the event of a warranty claim, the warranty terms in effect at the time the product was delivered to the original purchaser shall apply.

Subsequent changes apply exclusively to products delivered in the future and do not adversely affect warranty claims that have already arisen.