

# **MONROE WARRANTY STATEMENT** (VALID IN AUSTRALIA & NEW ZEALAND)

Monroe Australia Pty. Limited ACN 007 525 386 (Monroe Australia) warrants all of the below-mentioned Ride Control Products sold under the Monroe brand name to the consumer against defects and abnormal wear and tear, for the periods stated below:

5 years/100,000 kilometres from date of retail purchase or date of fitment, whichever occurs first. (a) OESpectrum

The product must be installed in accordance with the recommendations and specifications of Monroe Australia. In particular: (i) both shock absorbers on the same axle must be replaced with Monroe® OESpectrum Shock Absorbers; and (ii) the Protection Kits (PK) and Mounting Kits (MK) must be replaced at the date of fitment.

3 years/60,000 kilometres from date of retail purchase or date of fitment, whichever occurs first.

- (a) GT GAS with Reflex <sup>™</sup> technology
- (b) Gas-Magnum TDT
- (c) GT Sport

2 years/Unlimited kilometres from date of retail purchase or date of fitment, whichever occurs first.

- (a) Magic Camber
- (b) Van Magnum

\*excluding commercial use vehicles

2 years/40,000 kilometres from date of retail purchase or date of fitment, whichever occurs first.

- (a) Gas Riser
- (b) Monroe Original
- (c) Gas-Magnum
- (d) Monro-Matic

I2 Months/Unlimited kilometres from date of retail purchase or date of fitment, whichever occurs first.

(a) Max-Lift

12 Months/20,000 kilometres from date of retail purchase or date of fitment, whichever occurs first.(a) Steering dampers

I2 Months/I50,000 kilometres from date of retail purchase or date of fitment, whichever occurs first.

(a) Magnum 70, 60, Fxxx, Bxxx,Txxx Series

In this warranty:

- "date of fitment" means the date that the Ride Control Product is installed in the vehicle, in accordance with the recommendations and specifications of Monroe Australia;
- "date of retail purchase" means the date that the Ride Control Product is purchased by a consumer from an authorised distributor or retailer of Monroe Australia; and
- 3. "consumer" means the end user of the Ride Control Product.

#### Warranty Claims

Monroe Australia is dedicated to the pursuit of product excellence and the achievement of maximum consumer loyalty.

Monroe Australia distributors are qualified to validate all warranty claims, but Monroe Australia reserves the right to inspect all products claimed as defective.

Subject to the remaining terms of this warranty, Monroe Australia will replace a defective product if:

 The consumer ceases use of the defective product and either Monroe Australia or the Monroe Australia distributor from whom the defective product was purchased is contacted, in accordance with the below procedure.

- b. A fully completed Monroe Australia Warranty Claim Form (which claim forms are available from place of purchase) is presented with each defective product to the Monroe distributor from whom the defective product was purchased, or to Monroe Australia at the address below. (Each Monroe Australia Warranty Claim Form can be used for up to two (2) defective products. Please nominate the number of products being claimed).
- c. The Monroe Australia Warranty Claim Form must include all vehicle identification data, the product number, date of retail purchase or date of fitment and a fulsome description of the defect.
- d. Both the consumer's and distributor/ installer's names, addresses and telephone numbers must be provided to allow Monroe Australia representatives to contact claimants under the warranty.
- e. Copies of proof of purchase documents must be attached to the Monroe Australia Warranty Claim Form and signed by the Monroe distributor's claim officer.
- 4. This warranty is given by: Monroe Australia Pty. Limited 1326 South Road, Clovelly Park SA 5042 Telephone No: +61 8 8374 5222 or 1800 088 205 Email Address: customerservice@tenneco.com.au
- 5. The warranty periods for the various Ride Control Products are as set out under the abovementioned "Warranty Statement" section.
- Monroe Australia's obligation under this warranty is strictly limited to replacement of the defective product. The costs associated with claims, removal and installation are not included and any incidental and consequential damages are excluded under this warranty, to the extent permitted by law.







### **Exclusions**

Excluded from this warranty are:

- I. Regular wear out.
- 2. Products fitted contrary to installation information in the Monroe Australia catalogue (as amended from time to time).
- Products which have been modified or damaged by incorrect mounting or incorrect use of the vehicle, contrary to the car manufacturers' specifications or the specifications of Monroe Australia.
- Premature wear-out caused by re-use of damaged mounting parts such as rubber dirt shields, damaged bump stops, etc.
- Cartridges claimed for noise, which have not been properly tightened down with the locking ring.
- Severe interference between the product and other suspension components, causing noise or failure of the shock absorber.
- 7. Any damage caused by an accident.
- On air-adjustable units, air-sleeve damage such as burn holes and abrasion caused by another part of the vehicle.
- Products showing evidence of improper tightening of the mounting bolts, causing parts to wear or bend.
- Lower mounting studs on Ford Falcon front shock absorber products twisted off by over-tightening.
- Vice jaw or "multigrips" type wrench marks on polished section of piston rod, causing damage to oil seal and / or oil leakage.
- 12. Reconditioned or recycled Monroe Australia products.
- Defects caused by lack of maintenance or maintenance incorrectly executed on the vehicle.

## Important notice for Australian consumers

All warranties provided in this Warranty Statement are additional to other rights and remedies the consumer may have under a law in relation to the goods to which the warranty relates.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

### Important notice for New Zealand consumers

All warranties provided in this Warranty Statement are additional to the non-excludable rights and statutory guarantees pursuant to the provisions of the Consumer Guarantees Act 1993 and the Fair Trading Act 1986. Except as expressly stated below in respect of the supply of products in trade or for business purposes, nothing in this Warranty Statement is intended to exclude, restrict or modify any of those non-excludable rights or statutory guarantees. For Monroe Australia products provided in New Zealand to consumers, the products come with non-excludable rights and statutory guarantees pursuant to the provisions of the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.

To the extent permitted by law, where the products are supplied in trade (within the meaning of the Fair Trading Act 1986) in New Zealand, Monroe Australia and the party agree that sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 will not apply (including any subsequent statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it).

Where the products are supplied for business purposes in terms of section 2 of the Consumer Guarantees Act 1993, the parties acknowledge and agree that the provisions of that Act shall not apply.



