

## LIMITED WARRANTY FOR CONSUMERS

Monster Mounts, 20218 Hamilton Avenue, Torrance CA 90502, USA, [PLEASE NOTE THAT MONSTER DOES NOT ACCEPT PRODUCTS SHIPPED TO THIS ADDRESS—FOLLOW INSTRUCTIONS IN “HOW TO MAKE A CLAIM” BELOW] (310) 645-6400 (“Monster”) extends You this Limited Warranty. Statutory or common law may provide You with additional rights or remedies, which shall not be affected by this Limited Warranty.

### DEFINITIONS

**“Adequate Use”** means use of the Product (i) within a home or dwelling, (ii) for private (as opposed to commercial) purposes, (iii) in conformance with all applicable law, code or regulations (including without limitation building and/or electrical codes), (iv) in accordance with manufacturer recommendations and/or instructions in the materials and documentation that accompany the Product, and (v) if applicable, with proper electrical grounding.

**“Authorized Dealer”** means any distributor, reseller or retailer that (i) was duly authorized to do business in the jurisdiction where it sold the Product to You, (ii) was permitted to sell You the Product under the laws of the jurisdiction where You bought the Product, and (iii) sold You the Product new and in its original packaging.

**“Formal Warranty Claim”** means a claim made in accordance with the section “Formal Warranty Claims” herein

**“Product”** means a Product (i) that is listed in the Specifications Table below, (ii) that You bought from an Authorized Dealer new and in its original packaging, and (iii) whose serial number, if any, has not been removed, altered, or defaced.

**“Product Defect”** means an inadequacy of the Product that existed at the time when You received the Product from an Authorized Dealer and that causes a failure of the Product to perform in accordance with Monster’s documentation accompanying the Product, unless such failure has been caused completely or partly by (a) any use other than Adequate Use, (b) transportation, neglect, misuse or abuse by anyone other than Monster’s employees; (c) alteration, tampering or modification of the product by anyone other than a Monster employee; (d) accident (other than a malfunction that would otherwise qualify as a Product Defect); (e) maintenance or service of the Product by anyone other than a Monster employee; (f ) exposure of the Product to heat, bright light, sun, liquids, sand or other contaminants; or (g) acts outside the control of Monster, including without limitation acts of God, fire, storms, earthquake or flood.

**“Warranty Period”** means the time period during which Monster must have received Your Formal Warranty Claim. The different Warranty Periods related to Product Defects are defined in the Specifications Table below. The Warranty Period commences on the date when You purchased or received (whichever occurs later) the Product from an Authorized Dealer as evidenced by the Authorized Dealer’s invoice, sales receipt or packing slip. If You do not have written proof of the date of purchase or receipt, then the Warranty Period commences three (3) months after the date

when the Product left Monster's or its factory as evidenced by Monster's records. The Warranty Period ends after the time defined in the Specifications Table has expired or after You have transferred ownership of the Product, whichever occurs earlier. Also, You must call Monster and obtain a Return Authorization Number (as described under "How to Make a Claim") within two (2) months after You discover a Product Defect (or should have discovered it, if such Product Defect was obvious).

**"You"** means the first individual person that purchased the Product in its original packaging from an Authorized Dealer. This Limited Warranty does not apply to persons or entities that bought the Product (i) in used or unpackaged form, (ii) for resale, lease or other commercial use, or (iii) from someone other than an Authorized Dealer.

## **SCOPE OF THIS LIMITED WARRANTY**

**PRODUCTS.** If a Product contained a Product Defect when You bought it from an Authorized Dealer and Monster receives a Formal Warranty Claim from You within two (2) months after You discover such Product Defect (or should have discovered it, if such Product Defect was obvious) and before the end of the Warranty Period for Product Defects applicable to the affected Product, then Monster will provide You with one of the following remedies: Monster will (1) repair or, at Monster's sole discretion, replace the Product, or (2) refund to You the purchase price You paid to the Authorized Dealer for the affected Product if repair or replacement is not commercially practicable or cannot be timely made. **NOTE: MONSTER DOES NOT ASSUME ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES UNDER THIS LIMITED WARRANTY.**

## **GENERAL PROVISIONS**

**CHOICE OF LAW/JURISDICTION.** This Limited Warranty and any disputes arising out of or in connection with this Limited Warranty ("Disputes") shall be governed by the laws of the jurisdiction where You bought the Product.

**OTHER RIGHTS.** THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION, AND WHICH SHALL NOT BE AFFECTED BY THIS LIMITED WARRANTY. THIS WARRANTY EXTENDS ONLY TO YOU AND CANNOT BE TRANSFERRED OR ASSIGNED. If any provision of this Limited Warranty is unlawful, void or unenforceable, that provision shall be deemed severable and shall not affect any remaining provisions.

In case of any inconsistency between the English and other versions of this Limited Warranty, the English version shall prevail.

**REGISTRATION.** Please register Your Product at [www.monstermounts.com](http://www.monstermounts.com). Failure to register will not diminish Your warranty rights.

## SPECIFICATIONS TABLE

### Product Model

Product that accompanies this warranty statement

### Warranty Period for Product

Lifetime

"Lifetime" means the lifetime of the original individual purchaser of the Product, or for as long as the original individual purchaser owns the Product, whichever is less in time.

## FORMAL WARRANTY CLAIM

**HOW TO MAKE A CLAIM.** In the event damage has occurred to Products, You must follow these instructions: (1) Call Monster within two (2) months after You discover a Product Defect (or should have discovered it, if such Product Defect was obvious); (2) Give a detailed explanation of how the damage occurred; (3) Obtain a Return Authorization Number; (4) Return the Products, shipping prepaid by You (to be refunded if You are entitled to a remedy under the Scope of this Limited Warranty), to Monster for verification of damage, along with a copy of **Your original sales receipts and proof of purchase** (UPC label or packing slip) for such Products, the completed claim form, and printed Return Authorization Number on the outside of the return package (the claim form will include instructions for return).

**FURTHER PROCEEDINGS.** Monster will determine whether a Product Defect existed. Monster may, at its discretion, direct You to obtain a repair estimate at a service center. If a repair estimate is required, You will be instructed on how to properly submit the estimate and the resulting invoice to Monster for payment. Any fees for repairs may be negotiated by Monster.

**TIMING.** If You bring a Formal Warranty Claim and fully comply with all terms and conditions of this Limited Warranty, Monster will use its best efforts to provide You with a remedy within thirty (30) days after receipt of Your Formal Warranty Claim (if You reside in the United States—forty-five (45) days if You reside elsewhere), unless obstacles outside Monster's control delay the process.