



MONROE WARRANTY STATEMENT

(VALID IN AUSTRALIA & NEW ZEALAND)

This warranty is provided by Monroe Australia Pty Limited of 1326 South Road, Clovelly Park SA 5042 (T: +61 8 8374 5222 or 1800 088 205 (AU) or 0800 023 678(NZ); E: support@monroe.com.au or ANZSupport@driv.com. The benefits given by this warranty are in addition to any other rights and remedies you may have under any law, including under the Australian Consumer Law or the New Zealand Fair Trading Act 1986 and Consumer Guarantees Act 1993 (as applicable).

This warranty applies to products purchased on or after 1st June 2025. Products purchased before 1st June 2025 are subject to the warranty offered by Monroe Australia at the time of purchase of the product.

I. WARRANTY

Monroe Australia offers a limited warranty on qualifying Monroe products against defects in normal operating conditions on the terms set out in this warranty statement. The requirements you must meet to claim this warranty are set out in the below terms and conditions.

Please note that to claim this warranty, you are required to:

- at the time of fitment, replace all shock absorbers on the same axle with Monroe shock absorbers and replace the protection kits and mounting kits; and
- fit the products in accordance with any other recommendations and specifications issued at the fitment date, including as specified by Monroe Australia or the vehicle manufacturer.

You are responsible for ensuring that fitment of the products comply with all vehicle roadworthiness requirements. We may refuse any warranty claim associated with a vehicle that is not roadworthy.

I.1 Limited Lifetime Warranty

Qualifying products installed on private passenger vehicles with a gross mass (GVM) under 4.5 tonnes are warranted against defects in normal operating conditions in favour of the owner for as long as the qualifying product remains installed on the original vehicle and the owner continues to own that vehicle.

Qualifying products:

- (a) Monroe Shocks & Struts
- (b) Monroe Mounting Kits & Protection Kits

All other products are excluded, including from the Monroe Magnum commercial range and the Max Lift range. Products fitted to vehicles with a gross mass (GVM) of 4.5 tonnes or more are also excluded.

I.2 Monroe products with limited warranty

Each qualifying product in the Monroe range set out below is warranted against defects in normal operating conditions from the later of the purchase date or fitment date for the periods set out below (whichever occurs first). The qualifying product must remain installed on the original vehicle and the owner must continue to own that vehicle.

- (a) 12 Months
Qualifying products:
 - (i) Max-Lift
- (b) 24 Months/20,000 kilometres
Qualifying products:
 - (i) Steering dampers
- (c) 24 Months/150,000 kilometres
Qualifying products:
 - (i) Magnum 70, 65, 60, Fxxxx, Bxxxx, Txxxx, CBxxxx Series

2. TERMS AND CONDITIONS

2.1 Products covered by this warranty

- (a) Monroe Australia warrants that all Monroe qualifying products sold by authorised sellers will be free of defects for the period specified for that product where they are used by the owner in normal operating conditions, the product remains installed on the original vehicle and the owner continues to own that vehicle.
- (b) This warranty only applies to the specified Monroe branded products sold in Australia and New Zealand by authorised sellers on or after the date set out at the start of this warranty.
- (c) The warranties are not transferable.

2.2 What is not covered by this warranty?

- (a) Purchases from unauthorised persons are not covered by this warranty. This includes sales by unauthorised resellers through online stores, auctions, marketplaces, private or third-party sales.
- (b) An issue with a product is not a defect where the product:
 - (i) is new or unused;
 - (ii) show signs of normal wear and tear which would be expected from that product;
 - (iii) was installed on a vehicle or installed in an application which is contrary to the product specifications (as set out by Monroe Australia at the fitment date) or the vehicle manufacturer's specifications;
 - (iv) shows signs of modification or alteration (unless expressly permitted by Monroe Australia) or improper application or installation outside of Monroe Australia's specifications at the fitment date;
 - (v) was damaged due to vehicle modifications not permitted by Monroe Australia or the vehicles manufacturer, including aftermarket modifications for racing, off-road, or powersports purposes; permitted by Monroe Australia) or improper application or installation outside of Monroe Australia's specifications at the fitment date;
 - (vi) show signs of misuse or damaged caused by an accident, fire, a weather event or other hazard; or
 - (vii) was removed from the original vehicle and reinstalled on another vehicle.
- (c) The following items are common examples (but not an exhaustive list) of issues that are unlikely to be a defect:
 - (i) on shock absorbers, severe interference between the product and other suspension components, causing noise or failure of a shock absorber;
 - (ii) on air-adjustable units, air-sleeve damage such as burn holes and abrasion caused by another part of the vehicle;
 - (iii) products showing evidence of improper tightening of the mounting bolts, causing the product (or components of the product) to wear or bend outside of the expected wear and tear;
 - (iv) marks from tooling, such as vice jaw or "multigrips" type wrench marks, on polished sections of piston rods, causing damage to oil seal and/or oil leakage;
 - (v) use of reconditioned or recycled Monroe Australia products which are not subject to this warranty;
 - (vi) issues caused by lack of maintenance or maintenance incorrectly executed on the vehicle or product; or
 - (vii) where required for the product, failure to also replace all of the following parts on the same axle with Monroe Australia products: shock absorbers, protection kits (PK) and Mounting Kits (MK).



2.3 What we will do

- (a) If Monroe Australia accepts a claim for a qualifying product under this warranty, Monroe Australia will replace the product with the same product or (if that product is no longer available) a product with comparable technical specifications.
- (b) Monroe Australia will not provide you with a cash refund or credit for any claim under this warranty.
- (c) Unless otherwise agreed in writing, you are required to return the relevant product before a replacement product will be issued.
- (d) Monroe Australia is not responsible for any costs associated with:
 - (i) installation or removal of the original or replacement product (including the original installation or replacement);
 - (ii) costs incurred by the owner to return the product to Monroe Australia or the authorised seller;
 - (iii) to the extent permitted by law, any consequential damages or losses suffered by any person in connection with the product; or
 - (iv) products not assessed by Monroe Australia as being a product with a defect.
- (e) Monroe Australia authorised sellers are permitted to validate all warranty claims, but Monroe Australia reserves the right to inspect all products claimed as defective before accepting a claim.

2.4 How to make a claim

- (a) If you identify an issue with a qualifying product which is covered by this warranty, you must cease using the product as soon as possible after you identify the issue and contact either Monroe Australia (using the details in the warranty statement) or the authorised seller who originally sold the product (original seller).
- (b) You will be required to return the product to Monroe Australia or the original seller in order to receive a replacement product.
- (c) You must provide Monroe Australia or the original seller with the following:
 - (i) a fully completed Monroe Australia Warranty Claim Form (available from Monroe Australia or the original seller), setting out details of the issue, vehicle and original installation;
 - (ii) the product subject to the claim; and
 - (iii) copies of proof of purchase from the original seller (which should be attached to the Monroe Australia Warranty Claim Form).
- (d) If we cannot assess your claim through the information you have provided in the Monroe Australia Warranty Claim Form, we may request further information from you or reject your claim.

2.5 Terms used in this warranty

In this warranty statement:

- (a) authorised seller means any distributor, retailer or seller that has been authorised by Monroe Australia to sell that product in Australia or New Zealand;
- (b) defect means a manufacturing defect or instances of wear and tear which is not reasonably expected for the relevant product, provided that the product has been correctly installed used in normal operating conditions and the issue is not otherwise excluded in this warranty statement;
- (c) fitment date means the date that the relevant product is installed on the vehicle, in accordance with the recommendations and specifications of Monroe Australia available to the owner as at the purchase date;

- (d) normal operating conditions means any conditions which the vehicle or the product are expected from the vehicle and from the product for personal use and does not include commercial, fleet, government, racing or powersport uses;
- (e) owner means the owner of the vehicle and end user of the product; and
- (f) purchase date means the date that the product is purchased by a consumer from an authorised seller of the product (as appointed or approved by Monroe Australia).

3. IMPORTANT NOTICE FOR AUSTRALIAN CONSUMERS

- (a) The benefit of the warranties provided in this warranty statement are in addition to any other rights and remedies you may have under any law, including under the Australian Consumer Law.
- (b) 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.

4. IMPORTANT NOTICE FOR NEW ZEALAND CONSUMERS

- (a) 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, nothing in this warranty statement is intended to exclude, restrict or modify any of those non-excludable rights or statutory guarantees.
- (b) To the extent permitted by law, where the products are supplied and acquired in trade (within the definition under the Fair Trading Act 1986) in New Zealand, Monroe Australia and you 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).
- (c) To the extent permitted by law, where the products are supplied and acquired in trade (within the definition under the Consumer Guarantees Act 1993), Monroe Australia and you acknowledge and agree that:
 - (i) the provisions of the Consumer Guarantees Act 1993 (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) shall not apply; and
 - (ii) it is fair and reasonable that the parties for the parties to contract out of the Consumer Guarantees Act.