

# LIMITED WARRANTY

Monster sells its products with the intent that they are free of defects in manufacture and workmanship for a period of one year from the date of original purchase. Monster warrants that its products will be free of defects in material and workmanship under normal use and service. This warranty extends only to consumers and does not extend to retailers.

## LIMITED WARRANTY FOR CONSUMERS

Monster, LLC, 7251 West Lake Mead Blvd., Las Vegas, NV 89128, USA, **[PLEASE NOTE THAT MONSTER DOES NOT ACCEPT PRODUCTS SHIPPED TO THIS ADDRESS – FOLLOW INSTRUCTIONS IN “HOW TO MAKE A CLAIM” BELOW]** (415) 840-2000 (“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 personal use of the Product (i) for private (as opposed to commercial) purposes, (ii) in conformance with all applicable law, code or regulations (including without limitation building and/or electrical codes), (iii) in accordance with manufacturer recommendations and/or instructions in the materials and documentation that accompany the Product, and (iv) if applicable, with proper electrical grounding.

**“Authorized Dealer”** means any distributor, reseller or retailer that (i) was duly authorized to do business and permitted to sell You the Product under the laws of the jurisdiction where You bought the Product, (ii) purchased the Product directly from Monster or from a party with a contractual relationship with Monster and in accordance with the authorized terms and conditions of such agreement, 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” or “Defective Product”** 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 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).

# LIMITED WARRANTY

English

**“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 (i) within two (2) months after You discover such Product Defect (or should have discovered it, if such Product Defect was obvious) and (ii) before the end of the Warranty Period for Product Defects applicable to the Defective Product, then Monster will provide You with one of the following remedies: Monster will (1) repair or, at Monster’s sole discretion, replace the Defective Product, or (2) refund to You the purchase price You paid to Monster or the Authorized Dealer for the Defective Product if repair or replacement is not commercially practicable or cannot be timely made. NOTE: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, 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.monsterproducts.com](http://www.monsterproducts.com). Failure to register will not diminish Your warranty rights.

## SPECIFICATIONS TABLE

Product Model	Warranty Period for Product
MBL PCARD BK WW MBL PCARD SLV WW MBL PCARD GR WW MBL PCARD RD WW MBL PCARD BL WW	One (1) year for product sold in North America, South America and Asia Pacific  Two (2) years for product sold in Europe



## FORMAL WARRANTY CLAIM

**HOW TO MAKE A CLAIM.** In the event of a Product Defect, 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 Product, 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 receipt or proof of purchase** (invoice or packing slip) for such Product, the completed claim form, and printed Return Authorization Number on the outside of the return package (the claim form will include instructions for return).

**TELEPHONE NUMBERS.** If You bought the Product in the United States (1-877-800-8989), Latin America (Mexico 011-882-800-8989), or Asia Pacific (China 400-820-8973), contact Monster, LLC via postal service at 455 Valley Drive, Brisbane, CA 94005 (**PLEASE NOTE THAT MONSTER DOES NOT ACCEPT PRODUCTS SHIPPED TO THIS ADDRESS – FOLLOW INSTRUCTIONS IN “HOW TO MAKE A CLAIM” ABOVE**). If You bought the Product in Australia, contact Monster’s agent, Convoy International Pty Ltd (02 9700 0111), Unit 7, 1801 Botany Rd, Banksmeadow, NSW 2019 Australia. If You bought the Product anywhere else, contact Monster Technology International Ltd., Ballymaley Business Park, Gort Road, Ennis, Co. Clare, Ireland. You can use one of the following telephone numbers: Canada 866-348-4171, Ireland 353 65 68 69 354, Austria 0800296482, Belgium 0800-79201, Czech Republic 800-142471, Denmark 8088-2128, Finland 800-112768, France 0800-918201, Germany 0800-1819388, Greece 00800-353-12008, Italy 800-871-479, Netherlands 0800-0228919, Norway 800-10906, Russia 810-800-20051353, Spain 900-982-909, Sweden 020-792650, Switzerland 0800834659, United Kingdom 0800-0569520.

**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.

\* 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.

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