



## MotorGuide Limited Warranty

### Limited Warranty Australian New Zealand South Pacific

This limited warranty is given by Marine Power International LLC ACN 003 100 007 of 41-71 Bessemer Drive, Dandenong South Victoria (telephone 03 9791 5822 email: merc.info@mercmarine.com) [Mercury Marine].

The benefits to the consumer given by the warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates.

### GUARANTEES UNDER AUSTRALIAN CONSUMER LAW

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.

### WHAT IS COVERED:

Mercury Marine warrants its new MotorGuide motors and accessories to be free of defects in material and workmanship during the period described below.

### DURATION OF COVERAGE OF THIS LIMITED WARRANTY

**You are only entitled to claim this limited warranty for defects which appear during the warranty period. Your claim must also be received by us before the warranty period expires.**

### WARRANTY PERIOD FOR RECREATIONAL USE:

MotorGuide electric trolling motors are warranted under this Limited Warranty to the original retail purchaser<sup>1</sup> to be free from defects in material and/or workmanship for a period of two (2) years from the date the product is first sold to a retail purchaser or the date on which the product is first put into service, whichever occurs first.

### WARRANTY PERIOD FOR COMMERCIAL USE:

Commercial<sup>2</sup> users of MotorGuide motors and MotorGuide Accessories receive coverage under this Limited Warranty for one (1) year. This Limited Warranty begins on the date the product is first sold to a retail purchaser or the date on which the product is first put into service, whichever occurs first.

### WHAT IS NOT COVERED:

This warranty does not cover product damage due to abuse, i.e., bent columns, bent armature shafts, broken control cables, etc., accidents, modifications, misuse, excessive wear or damage caused by an owner's failure to provide reasonable and necessary installation or care. Opening the lower unit (motor) by anyone other than an authorized Service Dealer will void this warranty.

This Limited Warranty does not cover damages to MotorGuide products due to repairs performed by anyone other than an authorized Mercury Service Dealer. Mercury Marine is not responsible for failure or damage caused by improper installation, set-up, preparation, or previous service or repair errors.

### WHAT YOU MUST DO TO ENTITLE YOU TO CLAIM THIS LIMITED WARRANTY

The product registration must be processed by Mercury within ten (10) days from the date of purchase to validate your warranty. MotorGuide products requiring service not covered under the terms of this warranty may be repaired or replaced for a reasonable fee.

**You must be the first retail purchaser of the product or be a subsequent purchaser who takes a transfer of the unused warranty period. You must notify us of the warranty transfer.**

**HOW TO OBTAIN WARRANTY COVERAGE UNDER THIS LIMITED WARRANTY:**

To obtain warranty service, the purchaser must deliver or return the unit (postage prepaid and insured) to any authorized Mercury Marine dealer. A list of these dealers and their contact details is available at [www.mercurymarine.com/au](http://www.mercurymarine.com/au). Products returned by mail should also be carefully packaged and include a note describing the nature of the problem and/or service requested. A copy of the proof of purchase or registration verification is required with the return of the product for warranty consideration.

**WHAT WE WILL DO SO THAT THIS LIMITED WARRANTY MAY BE HONOURED**

Mercury, at its discretion, will repair or replace items covered under the terms of this warranty. This is our sole and exclusive obligation under this Limited Warranty.

**EXPENSES FOR CLAIMING THIS LIMITED WARRANTY**

This limited warranty does not cover any expenses you may incur claiming the warranty.

**Notes:**

<sup>1</sup> Warranty is transferable to any subsequent purchaser for the duration of the unused warranty period (email to: [merc.info@mercmarine.com](mailto:merc.info@mercmarine.com))

<sup>2</sup> Commercial use is defined as any work or employment-related use of the product, or any use of the product which generates income, for any part of the warranty period, even if the product is only occasionally used for such purposes.

**DISCLAIMERS AND LIMITATIONS:**

EXCEPT FOR APPLICABLE GUARANTEES AND OTHER RIGHTS AND REMEDIES THAT A CONSUMER MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW OR OTHER LAW IN RELATION TO WHICH THE PRODUCTS RELATE, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. TO THE EXTENT THAT THEY CANNOT BE DISCLAIMED, THE IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIFE OF THE EXPRESS WARRANTY. INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED FROM COVERAGE UNDER THIS WARRANTY. SOME STATES/COUNTRIES DO NOT ALLOW FOR THE DISCLAIMERS, LIMITATIONS, AND EXCLUSIONS IDENTIFIED ABOVE; AS A RESULT, THEY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.