



# South Pacific Warranty Summary

## Outboards

Model	Standard Limited Warranty <sup>1</sup>
Two Stroke	2 years
FourStroke	2 years
OptiMax	2 years
Verado	2 Years

## MerCruiser

Model	Standard Limited Warranty <sup>1</sup>
Petrol Stern Drive & Inboards	2 years
Diesel Stern Drive	2 years

## MotorGuide Trolling Motors

Model	Standard Limited Warranty <sup>1</sup>
All MotorGuide Models	1 year
MotorGuide Parts and Accessories	1 year

## Inflatables

Model	Fabric & Seam Warranty	Hull & Parts Warranty
Mercury Mehler Haku PVC	1 years	1 year
Mercury Achilles HP	3 years	1 year
Mercury Achilles Aluminium RIB	3 years	2 years

## Mercury Remanufacturing

Product	Standard Limited Warranty <sup>1</sup>
Plus Series Engines	1 year
Reman Parts & Assemblies	1 year

## Mercury Precision Parts and Accessories

Product	Standard Limited Warranty <sup>1</sup>
Mercury Precision Parts and Accessories	1 year**
Mercury gauges, controls and rigging components installed on the boat with the engine	Same as engine warranty

\*\* Original bill of sale or receipt is required to verify date of purchase

## Government & Commercial<sup>2</sup>

Outboard Models	Government Warranty	Commercial Warranty
2 Stroke	1 year/500hours	1 year/500hours
OptiMax	1 year/500hours	1 year/500hours
4 Stroke 2.5hp - 40hp 3 cyl	1 year/500hours	1 year/500hours
4 Stroke 40hp CT through Verado 350hp	1 year/1000hours <sup>3</sup>	1 year/1000hours <sup>3</sup>
SeaPro Models (4-stroke)	1 year/1000hours <sup>3</sup>	1 year/1000hours <sup>3</sup>
<b>MerCruiser Models</b>		
Petrol	1 year/500hours	1 year/500hours
Diesel	1 year/500hours	1 year/500hours
TDI Diesel 4.2L/335hp	1 year/1000hours	1 year/1000hours
<b>Part &amp; Accessories</b>	1 year	1 year

**Note<sup>1</sup>:** Not applicable to commercial applications see Government & Commercial Warranty Chart

**Note<sup>2</sup>:** Only applicable to Light Duty Cycle Applications (see page 2)

**Note<sup>3</sup>:** See Terms & Conditions Page 2 for 1000 hours Govt & Commercial warranty

### Important Information

1. Eligible Products
  - a. The 2-year warranty only applies to product sold by the authorised South Pacific Mercury Marine dealer/distributor in that region.
  - b. Non-Current Products: Product more than 6 years old from date of manufacture is excluded from warranty coverage
2. Imported Boat/Engine Packages

- a. Boat/engine packages sold by the authorised boat distributor in that region will be eligible for the 2-year warranty provided a Pre-Delivery Service has been completed by the authorised Mercury dealer/distributor
- b. Boat & engine packages sold by a Third Party Importer are not covered by Mercury warranty

# South Pacific Warranty – Government & Commercial Use

## Government and Commercial Applications Terms & Conditions


- a. Warranty will only be considered for government or commercial applications where the duty cycle is deemed to be light duty commercial.
- b. To obtain warranty coverage for product used in Government and Commercial applications, a Light Duty Commercial Application form must be completed and forwarded to Mercury Marine for approval (see Mercury Dealer Manual)

### Definition of Light Duty Commercial

Light Duty Commercial rating applies to planing boats where:

- a. Full power limited to one (1) hour out of every eight (8) hours of operation
- b. Reduced power must be at or below cruise speed
- c. Operating hours per year not to exceed guidelines listed

Examples of Light Duty Commercial Applications include, but are not limited to: search and rescue craft, fast patrol boats, fire boats, dive boats, and limited season fishing boats such as sport-fish charter boats.



**MERCURY**

**LIGHT DUTY COMMERCIAL APPROVAL FORM**

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(For Outboard & MerCruiser)

Dealer Name: _____	Dealer No: _____
Fax No: _____	Telephone No: _____
Boat Make/Model: _____	Length: _____

**Hull Type:** Mono  Cat  ( Other: \_\_\_\_\_ )

Planing  Displacement

Fibreglass  Aluminium  ( Other: \_\_\_\_\_ )

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**PROPOSED ENGINE OPTION**

Engine Model: _____	Gear Ratio: _____
Number of Engines: _____	Inboard: _____
Stemdrive Type: _____	

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**PREVIOUS BOAT TEST DATA**

Propulsion Type Inboard: _____	Sterndrive _____	Outboard _____
Boat Weight as tested: _____	Engine Make: _____	
Horsepower: _____	Engine RPM: _____	
Gear Ratio: _____	Propeller Pitch: _____	
Propeller Diameter: _____	Speed: _____	

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**PROPOSED OPERATING USAGE**

**OPERATING HOURS:** Annual: \_\_\_\_\_ Weekly: \_\_\_\_\_

Proposed Application: \_\_\_\_\_

Company Name: \_\_\_\_\_

**DUTY CYCLE:** 1/4 Throttle & Below \_\_\_\_\_

1/4 to 3/4 Throttle \_\_\_\_\_

3/4 to Full Throttle \_\_\_\_\_

Max Boat Weight (including full fuel & payload) \_\_\_\_\_

Requested Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

Request Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

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FAX APPROVAL FORM TO: Aust (03) 9766 8038 / NZ (09) 274 9844

FORM LIGHT DUTY COMMERCIAL APPROVAL FORM\_015-12-08

### Government & Commercial Warranty for 40hp 4S CT through 350 Verado models only

- a. 1 Year/1000 hours (whichever comes first)
- b. 1000 hours will be a conditional 500 hours + 500 hours
- c. To qualify for the additional 500 hours:
  - i. Must have a minor service every 100 hours
  - ii. Must have a major service every 300hours
  - iii. Distributor must log on MerCLINK as a minimum the 300 hour services and be able to show evidence of purchasing and supplying parts for 100 hour services.
  - iv. 300 hour service intervals must be completed by the Distributor or their Agent

## **0.0.1. Mercury And Mariner Outboard Two Year Limited Warranty**

### **What is Covered**

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

### **Period of Coverage**

- A. This Limited Warranty provides coverage for two (2) years from either 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.
- B. Light duty commercial users of these products receive coverage for either one (1) year from the date of first retail sale, or the accumulation of 500 hours of operation, whichever occurs first. Light duty commercial use is defined as any work, boat rental, time-share/multiple ownership 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. The repair or replacement of parts or the performance of service under this warranty does not extend the life of this warranty beyond its original expiration date.
- C. Unexpired warranty coverage can be transferred to a subsequent purchaser upon proper re-registration of the product.

### **Conditions that must be met In Order to Obtain Warranty Coverage**

Warranty coverage is available only to retail customers that purchase from a Dealer authorised by Mercury Marine to distribute the product in the country in which the sale occurred, and then only after the Mercury Marine specified pre-delivery inspection process is completed and documented. Warranty coverage becomes available upon proper registration of the product by the authorised dealer. Routine maintenance outlined in the Operation and Maintenance Manual must be timely performed in order to maintain warranty coverage. Mercury Marine reserves the right to make warranty coverage contingent upon proof of proper maintenance.

### **What Mercury Will Do**

Mercury's sole and exclusive obligation under this warranty is limited to, at our option, repairing a defective part, replacing such a part or parts with new Mercury Marine certified re-manufactured parts, or refunding the purchase price of the Mercury product. Mercury reserves the right to improve or modify products from time to time without assuming an obligation to modify previously manufactured.

### **How to Obtain Warranty Coverage**

The customer must provide Mercury with a reasonable opportunity to repair and reasonable access to the product for warranty service. Warranty claims shall be made by delivering the product for inspection to a Mercury dealer authorised to service the product. If the purchaser cannot deliver the product to such a dealer, written notice must be given to Mercury. We will then arrange for the inspection and any covered repair. The purchaser in that case shall pay for all related labour and material, and any other expenses associated with that service. The purchaser shall not, unless requested by Mercury, ship the product or parts of the product directly to Mercury. The warranty registration card is the only valid registration identification and must be presented to the dealer at the time warranty service is requested in order to obtain coverage.

### **What is not Covered**

This limited warranty does not cover routine maintenance items, tune ups, adjustments, normal wear and tear, damage caused by abuse, abnormal use, use of a propeller or gear ratio that does not allow the engine to run in its recommended wide-open-throttle RPM range; (see the Operation and Maintenance Manual) Operation of the product in a manner inconsistent with the recommended operation/duty cycle section of the Operation and Maintenance Manual, neglect, accident, submersion, improper installation (proper installation specifications and techniques are set for the in the installation instructions for the product), improper services, use of an accessory of part not manufactured or sold by us, jet pump impellers and liners, operation with fuels, oils or lubricants which are not suitable for use with the product;

(see the Operation and Maintenance Manual), alteration or removal of parts, water entering the engine through the fuel intake, air intake or exhaust system, or damage to the product from insufficient cooling water caused by blockage of the cooling system by a foreign body, running the engine out of water, mounting the engine too high on the transom, or running the boat with the engine trimmed out too far. Use of the product for racing or other competitive activity, or operating with a racing type lower unit, at any point, even by a prior owner of the product, voids the warranty.

Expenses related to haul-out, launch, towing, storage, telephone, rental, inconvenience, slip fees, insurance coverage, loan payments, loss of time, loss of income, or any other type of incidental or consequential damages are not covered by this warranty. Also, expenses associated with the removal and/or replacement of boat partitions or material caused by boat design for access to the product are not covered by this warranty.

No individual or entity, including Mercury Marine authorised dealers, has been given authority by Mercury Marine to make any affirmation, representation or warranty regarding the product, other than those contained in this limited warranty, and if made, shall not be enforceable against Mercury Marine.

For all additional information regarding events and circumstances covered by this warranty, and those that are not, see the Warranty Coverage section of the Operation and Maintenance Manual, incorporated by reference into this warranty.

#### **DISCLAIMERS AND LIMITATIONS**

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, WHICH VARY, FROM STATE TO STATE AND COUNTRY TO COUNTRY.

## **0.0.2. MerCruiser Petrol Two Year Limited Warranty (South Pacific)**

### **What Is Covered**

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

### **Period of Coverage**

- A. This Limited Warranty provides coverage for two (2) years from either 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.
- B. Light duty commercial users of these products receive coverage for either one (1) year from the date of first retail sale, or the accumulation of 500 hours of operation, whichever occurs first. Light duty Commercial use is defined as any work, boat rental, time share/multiple ownership 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. The repair or replacement of parts or the performance of service under this warranty does not extend the life of this warranty beyond its original expiration date.
- C. Unexpired warranty coverage can be transferred to a subsequent purchaser upon proper re-registration of the product.

### **Conditions That Must Be Met In Order To Obtain Warranty Coverage**

Warranty coverage is available only to retail customers that purchase from a Dealer authorised by Mercury Marine to distribute the product in the country in which the sale occurred, and then only after the Mercury Marine specified pre-delivery inspection process is completed and documented. Warranty coverage becomes available upon proper registration of the product by the authorised dealer. Routine maintenance outlined in the Operation and Maintenance Manual must be timely performed in order to maintain warranty coverage. Mercury Marine reserves the right to make warranty coverage contingent upon proof of proper maintenance.

### **What Mercury Will Do**

Mercury's sole and exclusive obligation under this warranty is limited to, at our option, repairing a defective part, replacing such a part or parts with new Mercury Marine certified re-manufactured parts, or refunding the purchase price of the Mercury product. Mercury reserves the right to improve or modify products from time to time without assuming an obligation to modify previously manufactured.

### **How To Obtain Warranty Coverage**

The customer must provide Mercury with a reasonable opportunity to repair and reasonable access to the product for warranty service. Warranty claims shall be made by delivering the product for inspection to a Mercury dealer authorised to service the product. If the purchaser cannot deliver the product to such a dealer, written notice must be given to Mercury. We will then arrange for the inspection and any covered repair. The purchaser in that case shall pay for all related labour and material, and any other expenses associated with that service. The purchaser shall not, unless requested by Mercury, ship the product or parts of the product directly to Mercury. The warranty registration card is the only valid registration identification and must be presented to the dealer at the time warranty service is requested in order to obtain coverage.

### **What Is Not Covered**

This limited warranty does not cover routine maintenance items, tune ups, adjustments, normal wear and tear, damage caused by abuse, abnormal use, use of a propeller or gear ratio that does not allow the engine to run in its recommended wide-open-throttle RPM range (see the Operation and Maintenance Manual), operation of the product in a manner inconsistent with the recommended operation/duty cycle section of the Operation and Maintenance Manual, neglect, accident, submersion, improper installation (proper installation specifications and techniques are set for the in the installation instructions for the product),

Improper services, use of an accessory or part not manufactured or sold by us, jet pump impellers and liners, operation with fuels, oils or lubricants which are not suitable for use with the product (see the Operation and Maintenance Manual), alteration or removal of parts, water entering the engine through the fuel intake, air intake or exhaust system, or damage to the product from insufficient cooling water caused by blockage of the cooling system by a foreign body, running the engine out of water, mounting the engine too high on the transom, or running the boat with the engine trimmed out too far. Use of the product for racing or other competitive activity, or operating with a racing type lower unit, at any point, even by a prior owner of the product, voids the warranty.

Expenses related to haul-out, launch, towing, storage, telephone, rental, inconvenience, slip fees, insurance coverage, loan payments, loss of time, loss of income, or any other type of incidental or consequential damages are not covered by this warranty. Also, expenses associated with the removal and/or replacement of boat partitions or material caused by boat design for access to the product are not covered by this warranty.

No individual or entity, including Mercury Marine authorised dealers, has been given authority by Mercury Marine to make any affirmation, representation or warranty regarding the product, other than those contained in this limited warranty, and if made, shall not be enforceable against Mercury Marine.

For all additional information regarding events and circumstances covered by this warranty, and those that are not, see the Warranty Coverage section of the Operation and Maintenance Manual, incorporated by reference into this warranty.

#### **DISCLAIMERS AND LIMITATIONS**

**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 DISCLAIMED, 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, WHICH VARY, FROM STATE TO STATE AND COUNTRY TO COUNTRY.**

### **0.0.3. MerCruiser Diesel Two Year Limited Warranty**

#### **What Is Covered**

Mercury Marine warrants its new MerCruiser stern drive products to be free of defects in material and workmanship during the period described below.

#### **Period of Coverage**

- A. This Limited Warranty provides coverage for two (2) years from either 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.
- B. Limited Warranty is not applicable to Commercial applications
- C. Unexpired warranty coverage can be transferred to a subsequent purchaser upon proper re-registration of the product.

#### **Conditions that must be met In Order to Obtain Warranty Coverage**

Warranty coverage is available only to retail customers that purchase from a Dealer authorised by Mercury Marine to distribute the product in the country in which the sale occurred, and then only after the Mercury Marine specified pre-delivery inspection process is completed and documented. Warranty coverage becomes available upon proper registration of the product by the authorised dealer. Routine maintenance outlined in the Operation and Maintenance Manual must be timely performed in order to maintain warranty coverage. Mercury Marine reserves the right to make warranty coverage contingent upon proof of proper maintenance.

#### **What Mercury Will Do**

Mercury's sole and exclusive obligation under this warranty is limited to, at our option, repairing a defective part, replacing such a part or parts with new Mercury Marine certified re-manufactured parts, or refunding the purchase price of the Mercury product. Mercury reserves the right to improve or modify products from time to time without assuming an obligation to modify previously manufactured.

#### **How to Obtain Warranty Coverage**

The customer must provide Mercury with a reasonable opportunity to repair and reasonable access to the product for warranty service. Warranty claims shall be made by delivering the product for inspection to a Mercury dealer authorised to service the product. If the purchaser cannot deliver the product to such a dealer, written notice must be given to Mercury. We will then arrange for the inspection and any covered repair. The purchaser in that case shall pay for all related labour and material, and any other expenses associated with that service. The purchaser shall not, unless requested by Mercury, ship the product or parts of the product directly to Mercury. The warranty registration card is the only valid registration identification and must be presented to the dealer at the time warranty service is requested in order to obtain coverage.

#### **What Is Not Covered**

This limited warranty does not cover routine maintenance items, tune ups, adjustments, normal wear and tear, damage caused by abuse, abnormal use, use of a propeller or gear ratio that does not allow the engine to run in its recommended wide-open-throttle RPM range (see the Operation and Maintenance Manual), operation of the product in a manner inconsistent with the recommended operation/duty cycle section of the Operation and Maintenance Manual, neglect, accident, submersion, improper installation (proper installation specifications and techniques are set for the in the installation instructions for the product), improper services, use of an accessory of part not manufactured or sold by us, jet pump impellers and liners, operation with fuels, oils or lubricants which are not suitable for use with the product (see the Operation and Maintenance Manual), alteration or removal of parts, water entering the engine through the fuel intake, air intake or exhaust system, or damage to the product from insufficient cooling water caused by blockage of the cooling system by a foreign body, running the engine out of water, mounting the engine too high on the transom, or running the boat with the engine trimmed out too far.



Use of the product for racing or other competitive activity, or operating with a racing type lower unit, at any point, even by a prior owner of the product, voids the warranty.

Expenses related to haul-out, launch, towing, storage, telephone, rental, inconvenience, slip fees, insurance coverage, loan payments, loss of time, loss of income, or any other type of incidental or consequential damages are not covered by this warranty. Also, expenses associated with the removal and/or replacement of boat partitions or material caused by boat design for access to the product are not covered by this warranty.

No individual or entity, including Mercury Marine authorised dealers, has been given authority by Mercury Marine to make any affirmation, representation or warranty regarding the product, other than those contained in this limited warranty, and if made, shall not be enforceable against Mercury Marine.

For all additional information regarding events and circumstances covered by this warranty, and those that are not, see the Warranty Coverage section of the Operation and Maintenance Manual, incorporated by reference into this warranty.

#### **DISCLAIMERS AND LIMITATIONS**

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, WHICH VARY, FROM STATE TO STATE AND COUNTRY TO COUNTRY.

#### **0.0.4. Quicksilver Parts and Accessories International Limited Warranty**

- A. Mercury Marine warrants each new or factory-rebuilt Quicksilver part and accessory manufactured or sold by it to be free from defects in material and workmanship, but only when the consumer sale is made in the country to which distribution is authorised by us.
- B. The warranty shall remain in effect for a period of one year from the date of purchase except for those parts and accessories used with or on high performance equipment, which are warranted for 90 days from the date of purchase.
- C. The warranty will not include installation errors made by an individual, the servicing dealer and/or his mechanic. Mercury Marine will also replace other parts and/or accessories of its manufacture which are damaged as a result of the failure of any new or factory-rebuilt Quicksilver Part or Accessory during the warranty period.
- D. Since this warranty applies to defects in material and workmanship, it does not apply to normal worn parts, adjustments, tune-ups or to damage caused by: 1) Neglect, lack of maintenance, accident, abnormal operation or improper installation or service; 2) Use of an accessory or part not manufactured or sold by us; 3) Operation with fuels, oils or lubricants which are not suitable for use with the Product; 4) Participating in or preparing for racing or other competitive activity or operating with a racing type lower unit; 5) Alteration or removal of parts; or 6) Water entering engine cylinder(s) through exhaust system or carburetor(s).
- E. Our obligation under this Warranty shall be limited to repairing a defective part or, refunding purchase price or, at our option replacing such part or parts as shall be necessary to remedy any malfunction resulting from defects in material or workmanship as covered by this warranty. The repair or replacement of parts, or the performance of service, under this warranty, does not extend the period of this warranty beyond its original expiration date.

**We reserve the right to improve the design of any Product without assuming any obligation to modify any Product previously manufactured.**

- F. Claim shall be made under this warranty by delivering the Product for inspection to a Mercury Marine dealer authorised to service the Purchaser's Product. If purchaser cannot deliver Product to such authorised dealer, he may give notice in writing to the Company. We shall then arrange for the inspection and repair, provided such service is covered under this warranty. Purchaser shall pay for all related transportation charges and/or travel time. If the service is not covered by this warranty, purchaser shall pay for all related labour and material, and any other expenses associated with that service. Any Product or parts shipped by purchaser for inspection or repair must be shipped with transportation charges prepaid. The Purchaser must provide a valid invoice listing the part and/or accessory showing date of purchase from one on Mercury Marine's authorised dealers.
- G. Reasonable access must be provided to the product for warranty service. This warranty will not apply to: 1) Haulout, launch, towing and storage charges; telephone or rental charges of any type, inconvenience, or loss of time or income; or other consequential damages; or 2) Removal and/or replacement of boat partitions or material because of boat design for necessary access to the Product.
- H. Each new Quicksilver MerCathode Anti-Corrosion System (Hereafter referred to as System) is designed to provide adequate protection against galvanic action caused by the immersion in water of dissimilar metals used in the construction of the boat or propulsion device.

The immersion of metals, other than these propulsion device components, can result in excessive galvanic action; therefore, Mercury Marine is not responsible for any consequential damage caused by excessive galvanic action, which exceeds the protection capacity of the System, even though the System is functioning properly.

- I. ALL INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES ARE EXCLUDED FROM THIS WARRANTY. WARRANTIES OF MERCHANTABILITY AND FITNESS ARE EXCLUDED FROM THIS WARRANTY. IMPLIED WARRANTIES ARE LIMITED TO THE LIFE OF THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSIONS OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES

YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY, FROM STATE TO STATE.

#### **0.0.5. Mercury Remanufacturing Limited Warranty**

- A. Mercury Marine warrants each Mercury Remanufactured part manufactured or sold by it to be free from defects in material and workmanship, but only when the installation is performed by an authorised Mercury Marine Dealer.
- B. The warranty shall remain in effect for a period of one year from the date of purchase except for those parts used with or on high performance equipment, which are warranted for 90 days from the date of purchase.
- C. The warranty will not include installation errors made by an individual, the servicing dealer and/or his mechanic. Mercury Marine will also replace other parts and/or accessories of its manufacture, which are damaged as a result of the failure of the Mercury Remanufactured part during the warranty period.
- D. Since this warranty applies to defects in material and workmanship, it does not apply to normal worn parts, adjustments, tune-ups or to damage caused by: 1) Neglect, lack of maintenance, accident, abnormal operation or improper installation or service; 2) Use of an accessory or part not manufactured or sold by us; 3) Operation with fuels, oils or lubricants which are not suitable for use with the Product; 4) Participating in or preparing for racing or other competitive activity or operating with a racing type lower unit; 5) Alteration or removal of parts; or 6) Water entering engine cylinder(s) through exhaust system or carburetor(s).
- E. Our obligation under this Warranty shall be limited to repairing a defective part or, refunding purchase price or, at our option replacing such part or parts as shall be necessary to remedy any malfunction resulting from defects in material or workmanship as covered by this warranty. The repair or replacement of parts, or the performance of service, under this warranty, does not extend the period of this warranty beyond its original expiration date.

We reserve the right to improve the design of any Product without assuming any obligation to modify any Product previously manufactured.

- F. Claim shall be made under this warranty by delivering the Product for inspection to a Mercury Marine dealer authorised to service the Purchaser's Product. If purchaser cannot deliver Product to such authorised dealer, he may give notice in writing to the Company. We shall then arrange for the inspection and repair, provided such service is covered under this warranty. Purchaser shall pay for all related transportation charges and/or travel time. If the service is not covered by this warranty, purchaser shall pay for all related labour and material, and any other expenses associated with that service. Any Product or parts shipped by purchaser for inspection or repair must be shipped with transportation charges prepaid. The Purchaser must provide a valid invoice listing the part and/or accessory showing date of purchase from one of Mercury Marine's authorised dealers.
- G. Reasonable access must be provided to the product for warranty service. This warranty will not apply to: 1) Haulout, launch, towing and storage charges; telephone or rental charges of any type, inconvenience, or loss of time or income; or other consequential damages; or 2) Removal and/or replacement of boat partitions or material because of boat design for necessary access to the Product