

Warranty Coverage Overview

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.

FACTORY LIMITED WARRANTY

All new Mercury outboards, sterndrives, and inboards carry a factory limited warranty. Terms of the factory limited warranty vary by product. Refer to the **Warranty Charts** for the terms for your product.

The details of the standard factory limited warranty policy are presented in **Mercury Marine Limited Warranty**.

LIMITED PROTECTION AGAINST CORROSION

All Mercury outboards and MerCruiser sterndrives, inboards, and TowSport inboards come standard with three years of limited corrosion protection.

MerCruiser SeaCore sterndrives come standard with four years of limited corrosion protection.

For details, refer to **Limited Warranty Against Corrosion**.

FACTORY-BACKED COVERAGE

Mercury warranty coverage is factory-backed. Your dealer works directly with us through our local dealer or distributor network.

NON-DECLINING COVERAGE

Mercury warranty coverage is non-declining. The warranty coverage is the same on the last day of your warranty as it is on the first, meaning coverage doesn't decline based on the age of your engine, or the number of hours you've put on it.

COVERAGE BEYOND THE ENGINE

This coverage may also extend to the controls and rigging components on your boat. If your builder uses genuine Mercury Precision Parts when installing the engine on your boat, the warranty coverage for those rigging components now matches the total warranty of your engine.

Mercury Marine Limited Warranty

WHAT IS COVERED

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

DURATION OF COVERAGE

This limited warranty provides coverage for the time specified in the **Warranty Charts**. The time is measured from the date the Product is first sold to a recreational use retail purchaser, or the date on which the Product is first put into service, whichever occurs first.

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. Unexpired warranty coverage can be transferred from one recreational use customer to a subsequent recreational use customer upon proper reregistration of the Product. Unexpired warranty coverage cannot be transferred either to or from a commercial use customer.

Warranty coverage may be terminated for used Product:

- Repossessed from a retail customer
- Purchased at an auction
- Purchased from a salvage yard
- Purchased from an insurance company that obtained the Product as a result of an insurance claim

COMMERCIAL USE

Commercial users of these Products receive warranty coverage of one year from the date of first retail sale, or one year from the date on which the Product was first put into service, whichever occurs first.

Commercial use is defined as any work or employment-related use of the Product, or any use of the Product that generates income, for any part of the warranty period, even if the Product is only occasionally used for such purposes.

CONDITIONS THAT MUST BE MET TO OBTAIN WARRANTY COVERAGE

Warranty coverage is available only to retail customers who purchase from a dealer authorized by Mercury Marine to distribute the Product in the country in which the sale occurred, and then only after the Mercury Marine-specified predelivery inspection process is complete and documented. Warranty coverage becomes available upon proper registration of the Product by the authorized dealer. Inaccurate warranty registration information regarding recreational use, or subsequent change of use from recreational to commercial (unless properly reregistered) may void the warranty at the sole discretion of Mercury Marine. Routine maintenance must be performed according to the maintenance schedule in the Operation and Maintenance manual in order to obtain 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 part or parts with new or Mercury Marine certified remanufactured 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 products 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 authorized to service the Product. A list of authorized dealers and addresses is available at www.mercurymarine.com/au. If the purchaser cannot deliver the Product to such a dealer, written notice must be given to Mercury Marine (contact details above). Mercury Marine will then arrange for the inspection and any covered repair. The purchaser, in that case, shall pay for all related transportation charges and/or travel time. If the service provided is not covered by this warranty, the purchaser 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. Proof of registered ownership 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, or adjustments
- Normal wear and tear
- Faded paint
- Jet pump impellers or liners
- Driveshaft bearings with water damage as a result of improper Maintenance
- Your expenses of claiming this warranty. These expenses shall be borne by you.

This limited warranty also does not cover damage caused by any of the following:

- Abuse
- Abnormal use
- Use of a propeller or gear ratio that does not allow the engine to run in its recommended RPM range (refer to the Operation and Maintenance manual)
- Operation of the product in a manner inconsistent with the recommended operation and duty-cycle (refer to the Operation and Maintenance manual)
- Neglect
- Accident
- Submersion
- Improper installation (proper installation specifications and techniques are set forth in the installation instructions for the product)
- Improper service
- Use of an accessory or part that was not manufactured or sold by Mercury Marine
- Operation with fuels, oils, or lubricants that are not suitable for use with the product (refer to the Operation and Maintenance manual)
- Alteration or removal of parts
- Water entering the engine through the fuel intake, air intake, or exhaust system
- Insufficient cooling water caused by blockage of the cooling system by a foreign body, running the engine out of water, or mounting the engine too high on the transom
- Running the boat with the engine/drive trimmed out too far
- Striking a submerged object

Use of the Product for racing or other competitive activity, or operating a Mercury Outboard 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 or replacement of boat partitions or other material in order to gain access to the Product are not covered by this warranty.

No individual or entity, including Mercury Marine authorized 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.

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.