



Australian Mercury/Mariner Outboard Limited Warranty

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

WHAT IS COVERED:

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

DURATION OF COVERAGE:

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. This Limited Warranty provides coverage for three (3) years 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. Commercial users of these products receive warranty coverage under this Limited Warranty of one (1) year from the date of first retail sale, or one (1) 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 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. 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 will be terminated for used repossessed product; or product purchased at auction, from a salvage yard, or from an insurance company.

CONDITIONS THAT MUST BE MET IN ORDER TO OBTAIN WARRANTY COVERAGE:

Warranty coverage under this Limited Warranty is available only to retail customers that 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 pre-delivery inspection process is completed 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 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 Limited 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 UNDER THIS LIMITED WARRANTY:

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 dealers and their contact details is available at www.mercurymarine.com.au. If purchaser cannot deliver the product to such a dealer, written notice must be given to Mercury at the address shown above. We will then arrange for the inspection and any covered repair. This Limited Warranty does not cover you for all related transportation charges and/or travel time. If the service provided is not covered by this warranty and subject to any rights that you may have under the Australian Consumer Law, purchaser shall pay for all related labor and material, and any other expenses associated with that service. 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.

EXPENSE OF CLAIMING THIS LIMITED WARRANTY:

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

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 forth in the installation instructions for the product), improper service, 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 Limited 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 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.

For 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:

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 LIMITED WARRANTY.

3 Year Limited Warranty Against Corrosion

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

WHAT IS COVERED:

Mercury Marine warrants that each new Mercury, Mariner, Mercury Racing, Sport Jet, M² Jet Drive, Tracker by Mercury Marine Outboard, Mercury MerCruiser Inboard or Sterndrive Engine (Product) will not be rendered inoperative as a direct result of corrosion for the period of time described below. 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.

DURATION OF COVERAGE:

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. This limited corrosion warranty provides coverage for three (3) years from either the date the product is first sold, 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 to subsequent (noncommercial use) purchaser upon proper reregistration of the product.

CONDITIONS THAT MUST BE MET IN ORDER TO OBTAIN WARRANTY COVERAGE:

Warranty coverage under this Limited Warranty is available only to retail customers that 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 completed and documented. Warranty coverage becomes available upon proper registration of the product by the authorized dealer. Corrosion prevention devices specified in the Operation and Maintenance Manual must be in use on the boat, and routine maintenance outlined in the Operation and Maintenance Manual must be timely performed (including, without limitation, the replacement of sacrificial anodes, use of specified lubricants, and touch-up of nicks and scratches) 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 Limited Warranty is limited to, at our option, repairing a corroded 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. If 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. 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, purchaser shall pay for all related labor and material, and any other expenses associated with that service. 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.

EXPENSE OF CLAIMING THIS LIMITED WARRANTY:

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

WHAT IS NOT COVERED:

This limited warranty does not cover electrical system corrosion; corrosion resulting from damage, corrosion which causes purely cosmetic damage, abuse, or improper service; corrosion to accessories, instruments, steering systems; corrosion to factory installed jet drive unit; damage due to marine growth; product sold with less than a one year limited Product warranty; replacement parts (parts purchased by customer); products used in a commercial application. 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.

Corrosion damage caused by stray electrical currents (onshore power connections, nearby boats, submerged metal) is not covered by this corrosion warranty and should be protected against by the use of a corrosion protection system, such as the Mercury Precision Parts or Quicksilver MerCathode system and/ or Galvanic Isolator. Corrosion damage caused by improper application of copper base antifouling paints is also not covered by this limited warranty. If antifouling protection is required, Tri-Butyl-Tin-Adipate (TBTA) base antifouling paints are recommended on Outboard and MerCruiser boating applications. In areas where TBTA base paints are prohibited by law, copper base paints can be used on the hull and transom. Do not apply paint to the outboard or MerCruiser product. In addition, care must be taken to avoid an electrical interconnection between the warranted product and the paint. For MerCruiser product, an unpainted gap of at least 38 mm (1.5 in.) should be left around the transom assembly. Refer to the Operation and Maintenance Manual for additional details.

For 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:

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.

Warranty Coverage and Exclusions The purpose of this section is to help eliminate some of the more common misunderstandings regarding warranty coverage under this Limited Warranty. The following information explains some of the types of services that are not covered by warranty. The provisions set forth following have been incorporated by reference into the Three Year Limited Warranty Against Corrosion Failure, the International Limited Outboard Warranty, and the United States and Canada Limited Outboard Warranty. Keep in mind that this warranty covers repairs that are needed within the warranty period because of defects in material and workmanship. Installation errors, accidents, normal wear, and a variety of other causes that affect the product are not covered.

This warranty is limited to defects in material or workmanship, but only when the consumer sale is made in the country to which distribution is authorized by us.

GENERAL EXCLUSIONS FROM WARRANTY UNDER THIS LIMITED WARRANTY

1. Minor adjustments and tune-ups, including checking, cleaning, or adjusting spark plugs, ignition components, carburetor settings, filters, belts, controls, and checking lubrication made in connection with normal services.
2. Factory installed jet drive units - Specific parts excluded from the warranty are: the jet drive impeller and jet drive liner damaged by impact or wear, and water damaged driveshaft bearings as a result of improper maintenance.
3. Damage caused by neglect, lack of maintenance, accident, abnormal operation, or improper installation or service.
4. Haul-out, launch, towing charges, removal and/or replacement of boat partitions or material because of boat design for necessary access to the product, all related transportation charges and/or travel time, etc. Reasonable access must be provided to the product for warranty service. Customer must deliver product to an authorized dealer.
5. Additional service work requested by customer other than that necessary to satisfy the warranty obligation.
6. Labor performed by other than an authorized dealer may be covered only under the following circumstances: when performed on emergency basis (providing there are no authorized dealers in the area who can perform the work required or have no facilities to haul-out, etc., and prior factory approval has been given to have the work performed at this facility).
7. All incidental and/or consequential damages (storage charges, telephone or rental charges of any type, inconvenience or loss of time or income) are the owner's responsibility.
8. Use of other than Mercury Precision or Quicksilver parts when making warranty repairs.
9. Oils, lubricants, or fluids changed as a matter of normal maintenance is customer's responsibility unless loss or contamination of same is caused by product failure that would be eligible for warranty consideration.
10. Participating in or preparing for racing or other competitive activity or operating with a racing type lower unit.
11. Engine noise does not necessarily indicate a serious engine problem. If diagnosis indicates a serious internal engine condition which could result in a failure, condition responsible for noise should be corrected under the warranty.
12. Lower unit and/or propeller damage caused by striking a submerged object is considered a marine hazard. 13. Water entering engine through the fuel intake, air intake, or exhaust system or submersion.
14. Failure of any parts caused by lack of cooling water, which results from starting motor out of water, foreign material blocking inlet holes, motor being mounted too high, or trimmed too far out.
15. Use of fuels and lubricants which are not suitable for use with or on the product. Refer to the **Maintenance** section.
16. Our limited warranty does not apply to any damage to our products caused by the installation or use of parts and accessories which are not manufactured or sold by us. Failures which are not related to the use of those parts or accessories are covered under warranty if they otherwise meet the terms of the limited warranty for that product.