



11.23. MERCURY AND MARINER OUTBOARD THREE YEAR LIMITED WARRANTY (Australia / New Zealand)

What is Covered

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

Period of Coverage

- A. Recreational use customers this Limited Warranty provides coverage for three (3) 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. 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 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.



11.23.1. MerCruiser Petrol Two Year Limited Warranty (Australia/New Zealand)

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. Recreational use customers 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. . 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 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.



11.23.2. MerCruiser Diesel Two Year Limited Warranty (Australia/New Zealand)

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. Recreational use customers 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. . 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 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.



11.23.3. MerCruiser 3 Year Limited Warranty Against Corrosion Failure

1. We warrant parts and assemblies of production MerCruiser products sold with a two year limited Product warranty rendered inoperative as a direct result of corrosion, provided the following simple precautionary steps which are specified in Owner's Manuals have been taken:
 - i. Specified maintenance procedures (such as replacement of sacrificial anodes, specified lubrication and touch-up of nicks and scratches) have been implemented on a timely basis.
 - ii. Recommended corrosion prevention devices have been employed (details following).
2. This warranty shall become effective upon receipt of a completed standard Product warranty registration card and shall remain effective for a period of three years from the date of purchase.
3. This warranty does not cover:
 - i. electrical system corrosion;
 - ii. corrosion resulting from damage, abuse or improper service;
 - iii. Corrosion to accessories instruments, steering systems;
 - iv. damage due to marine growth;
 - v. Product sold with less than a one year limited Product warranty; nor
 - vi. Product used in commercial application.
4. 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 (OR COUNTRIES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
5. This warranty gives you specific legal rights, and you may also have other legal rights, which vary, from state to state (or country to country).
6. Other details of this warranty are contained in paragraphs IV, V and VI of the Product warranty contained in the Owner's Service Assistance and Warranty Information Manual which paragraphs are incorporated herein by reference.

MerCruiser products are built using the most advanced corrosion protection process available. This manufacturing system, complemented by dealer and customer participation in an anti-corrosion preventive maintenance program, provides protection against repair costs incurred by the effects of marine corrosion.



Owner's Responsibility

Protection against certain types of corrosion damage must be provided by using such systems as the Quicksilver MerCathode System and/or Galvanic Isolator. These certain types of corrosion damage are: damage due to stray electrical currents (on-shore power connections, nearby boats, submerged metal), or improper application of copper base anti-fouling paint.

If anti-fouling protection is required, Tri-Butyl-Tin-Adipate (TBTA) base anti-fouling paints are recommended on Outboard boating applications. In areas where Tri-Butyl-Tin-Adipate base paints are prohibited by law, copper base paints can be used on the boat hull and transom. Do not apply paint to the stern drive. In addition, care must be taken to avoid an electrical interconnection between the stern drive and the paint. Corrosion damage that results from the improper application of copper base paint will not be covered by this limited warranty.

Transfer of Warranty

This Limited Warranty is transferable to subsequent purchasers for the remainder of the unused portion of the 3-year limited warranty.



11.23.4. Quicksilver Duratex HD Inflatable Boat Limited Warranty

- I. We warrant each new production Quicksilver Inflatable Boat and accessories attached thereto, (hereafter referred to as "Product") to be free from defects in material and workmanship, but only when the consumer sale is made in a country to which distribution is authorised by us.
- II. The warranty shall become effective only upon receipt of a completed Warranty Registration Card, which shall identify the product so registered by serial number. This warranty shall remain in effect as described below.

All hull attachments and accessories including, but not limited to, floorboards, seat, rope holders, oar locks, oars, rope, pump, transom, d-rings, oar holders, valves, seat webbings, bow lifting handle, drain plug, air decks and carrying bags are covered by a Limited Product Warranty for (1) year from the date the product is first sold, or the date on which the product is first put into service, whichever occurs first. Air holding fabric and seams are covered under a three (3) year limited warranty. The fabric is considered delaminated when the outer coating separates from the fabric base or the seam loses its structural strength. Does not include discoloration, oxidation, or abrasion caused by misuse to fabric on boat. The repair or replacement of parts, or performance of service under the warranty, does not extend the life of this warranty beyond its original expiration date. Unexpired warranty coverage can be transferred to a subsequent purchaser upon proper re-registration of the product.

- III. Since this warranty applies only to defects in material and workmanship, it does not apply to normal wear and tear, 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) Participating in or preparing for racing or other competitive activity; 4) Alteration or removal of parts.
- IV. This warranty does not cover incidental or consequential costs or expenses such as: haul-out, launch, towing and storage charges; telephone or rental charges of any type, inconvenience, or loss of time or income; or other consequential damages.
- V. Customer must provide reasonable access to the product for warranty service by delivering the product for inspection to a Marine Power dealer authorised to service the purchaser's product. If a 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 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 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 Warranty Registration Card is the only valid registration identification and must be presented at the time warranty service is required. Warranty claims will not be accepted without presentation of the Warranty Registration Card.



- VI. Our obligation under this Warranty shall be limited to repairing a defective part, or at our option, refunding the purchase price or 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. We reserve the right to improve the design of any product without assuming any obligation to modify any product previously manufactured.

- VII. This warranty gives you specific legal rights, and you may also have other legal rights, which vary, from Region to Region.



11.23.5. Quicksilver Hypalon XD Inflatable Boat Limited Warranty

- I. We warrant each new production Quicksilver Inflatable Boat and accessories attached thereto, (hereafter referred to as "Product") to be free from defects in material and workmanship, but only when the consumer sale is made in a country to which distribution is authorised by us.
- II. The warranty shall become effective only upon receipt of a completed Warranty Registration Card, which shall identify the product so registered by serial number. This warranty shall remain in effect as described below.

All hull attachments and accessories including, but not limited to, floorboards, seat, rope holders, oar locks, oars, rope, pump, transom, d-rings, oar holders, valves, seat webbings, bow lifting handle, drain plug, air decks and carrying bags are covered by a Limited Product Warranty for (1) year from the date the product is first sold, or the date on which the product is first put into service, whichever occurs first. Fiberglass hull and components are covered under a two (2) year limited warranty for manufacture defects, cracks, blisters, or fractures in gel coat. Five (5) year Limited Warranty on transom integrity, air holding seams, and workmanship. Five (5) year limited Warranty on coated fabric to be free from blistering, and delaminating for this warranty period. Does not include discoloration, oxidation, or abrasion caused by misuse to fabric on boat. The fabric is considered delaminated or blistered when the outer coating separates from the fabric base or the seam loses its structural strength. The repair or replacement of parts, or 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 a subsequent purchaser upon proper re-registration of the product.

- III. Since this warranty applies only to defects in material and workmanship, it does not apply to normal wear and tear, 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) Participating in or preparing for racing or other competitive activity; 4) Alteration or removal of parts.
- IV. This warranty does not cover incidental or consequential costs or expenses such as: haul-out, launch, towing and storage charges; telephone or rental charges of any type, inconvenience, or loss of time or income; or other consequential damages.
- V. Customer must provide reasonable access to the product for warranty service by delivering the product for inspection to a Marine Power dealer authorised to service the purchaser's product. If a 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 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 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 Warranty Registration Card is



the only valid registration identification and must be presented at the time warranty service is required. Warranty claims will not be accepted without presentation of the Warranty Registration Card.

- VI. Our obligation under this Warranty shall be limited to repairing a defective part, or at our option, refunding the purchase price or 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. We reserve the right to improve the design of any product without assuming any obligation to modify any product previously manufactured.
- VII. This warranty gives you specific legal rights, and you may also have other legal rights, which vary, from Region to Region.



11.23.6. 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 labor 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.

- 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.
- I. 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.
- J. **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.**



11.23.7. 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