



Australian MerCruiser 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

MerCruiser 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. 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 of this Limited Warranty

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

MerCruiser Petrol Sterndrive & Inboard Engines

- 2 Year Product Warranty
- 3 Year Corrosion Warranty
- 1 Year/500 Hours Product Warranty Light Commercial

MerCruiser SeaCore

- 3 Year Product Warranty
- 4 Year Corrosion Warranty
- 1 Year/500 Hours Product Warranty Light Commercial

MerCruiser TowSport Engines

- 3 Year Product Warranty
- 3 Year Corrosion Warranty
- 1 Year/500 Hours Product Warranty Light Commercial

CMD (Cummins MerCruiser Diesel Sterndrive & Inboards)

- 2 Year Product Warranty

Warranty Period for Recreational Use

The warranty period begins on 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 limited warranty beyond its original expiration date. The warranty period is specific to the model covered; see your model for the base coverage period:

Warranty Period for Commercial Use

The warranty period begins on the date the product is first sold to a commercial-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 for either one (1) year from the date of first retail sale or the accumulation of 500 hours of operation, whichever occurs first. Commercial use is defined as any work-related 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. 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.

Transfer of Coverage

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.

Termination of Coverage

Warranty coverage under this Limited Warranty is terminated for used product obtained in any of the following ways:

- Purchase from an insurance company that obtained the product as a result of an insurance claim
- Purchase from a salvage yard
- Repossession from a retail customer
- Purchase at auction

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 pre-delivery inspection process specified by Mercury Marine 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 must be performed according to the maintenance schedule in the Operation, Maintenance & Warranty manual in order to obtain warranty coverage. Mercury Marine reserves the right to make any warranty coverage contingent upon proof of proper maintenance.

What Mercury Marine Will Do

Mercury Marine'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 Marine product. Mercury Marine 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 Marine 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 Marine dealer authorized to service the product. A list of dealers and their contact details 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 at the address shown above. Mercury Marine will then arrange for the inspection and any covered repair. This Limited Warranty will not cover the purchaser for all related transportation charges and travel time. If the service provided is not covered by this limited warranty and subject to any rights that the consumer may have under the Australian Consumer Law, the purchaser shall pay for all related labor and material and any other expenses associated with that service. The purchaser shall not, unless requested by Mercury Marine, ship the product or parts of the product directly to Mercury Marine. Proof of registered ownership must be presented to the dealer at the time warranty service is requested in order to obtain coverage under this Limited Warranty.

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 the following:

- Operating the boat with the engine over trimmed
- Routine maintenance items
- 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 RPM range (see the Operation, Maintenance & Warranty manual)
- Operation of the product in a manner inconsistent with the recommended operation and duty cycle section of the Operation, Maintenance & Warranty 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 and that damages the Mercury product
- Jet pump impellers and liners
- Operation with fuels, oils, or lubricants that are not suitable for use with the product (see the Operation, Maintenance & Warranty 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

Use of the product for racing or other competitive activity, or operating with a racing-type lower unit at any point, even by a previous owner of the product, voids this limited 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 or replacement of boat partitions or other material in order to gain access to the product are not covered by this limited 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. If such affirmation, representation, or warranty is made, it 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 LIMITED WARRANTY.

Warranty Registration

To ensure that your warranty coverage begins promptly, your selling dealer should fill out the warranty registration card completely and mail it to the distributor responsible for administering the warranty registration and claim program for your area.

The warranty registration card identifies your name and address, product model and serial numbers, date of sale, type of use, and the selling distributor's and dealer's code number, name, and address. The distributor or dealer also certifies that you are the original purchaser and user of the product. A copy of the warranty registration card, designated as the purchaser's copy, **MUST** be given to you immediately after the card has been completely filled out by the selling distributor or dealer. This card represents your factory registration identification. Keep the card; if you ever need warranty service on this product, your dealer may ask you for the warranty registration card to verify date of purchase and to use the information on the card to prepare the warranty claim forms.

In some countries, the distributor will issue a permanent (plastic) warranty registration card to you within 30 days after receiving the factory copy of the warranty registration card from your distributor or dealer. If you receive a plastic warranty registration card, you may discard the purchaser's copy that you received from the distributor or dealer when you purchased the product. Ask your distributor or dealer if this plastic card program applies to you. For further information concerning the warranty registration card and its relationship to warranty claim processing, refer to the International Warranty. See Table of Contents.

Transfer of Warranty

The limited warranty is transferable to a subsequent purchaser, but only for the remainder of the unused portion of the limited warranty. This will not apply to products used for commercial applications

To transfer the warranty to the subsequent owner, send or fax a copy of the bill of sale or purchase agreement, new owner's name, address and engine serial number to Mercury Marine's warranty registration department:

Marine Power International Pty Ltd ACN 003 100 007
Private Bag 1420
Dandenong South 3175
Fax: 03 9792 0094
email: merc_info@mercmarine.com)

Upon processing the transfer of warranty, Mercury Marine will send registration verification to the new owner of the product by mail.

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, 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.

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 of this limited warranty

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

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 and 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 re-registration of the product. Warranty coverage under this limited warranty is terminated for used product repossessed from a retail customer, purchased at auction, from a salvage yard, or from an insurance company that obtained the product as a result of an insurance claim.

Condition 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. Corrosion prevention devices specified in the Operation, Maintenance & Warranty manual must be in use on the boat, and routine maintenance outlined in the Operation, Maintenance & Warranty 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 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 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.

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 the 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 warranty period, even if the product is only occasionally used for such purposes.

Expense of claiming this Limited Warranty

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