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CONSUMER PRODUCT WARRANTIES LAW

The "Magnuson-Moss Warranty-Federal Trade Commission Improvement Act", also known as "The Consumer Product Warranties Law", was passed by Congress and signed into law by President Ford on January 4, 1975. The law becomes effective on July 1, 1975. The law allows a manufacturer, who offers warranty, the option of covering his product with either a "FULL" or "LIMITED" warranty.

There are a number of provisions that make it difficult for us to give a "FULL" warranty as defined by the Act, particularly since the consequences of giving a "FULL" warranty are unknown at this time. There also are certain regulations that the Federal Trade Commission is required to put into effect, however, these regulations had not been defined at the time this bulletin was written.

Since all rules and regulations have not been established for a "FULL" warranty, Mercury Marine has elected at this time to continue with its present warranty with some modifications to make it a "LIMITED" warranty. It is the same basic warranty that Mercury Marine has provided in the past and does not affect its previous policies or procedures.

In view of the preceding, we are enclosing a copy of our "LIMITED" warranty which incorporates the modifications required of us by the new act.

LIMITED WARRANTY

- I. We warrant each new MerCruiser Stern Drive Power Package, Jet Drive Power Package, Inboard Engine and accessories attached, thereto, (hereafter referred to as "Product") manufactured by us and still owned by the original retail purchaser, to be free from defects in material and workmanship.
- II. This warranty shall become effective only upon our receipt of a completed Product Registration Card, which shall identify the Product so registered by serial number. This warranty shall remain in effect 1) for a period of one (1) year from date of purchase by the original non-commercial purchaser, 2) in case of commercial use, said warranty shall be for a period of six (6) months from date of first use by a commercial user, but in no event for a period longer than one (1) year from date of purchase by commercial user.
- III. Since this warranty applies to defects in material and workmanship, it does not apply to normal worn parts, adjustments, tuneups 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.
- IV. Reasonable access must be provided to the product for warranty service. This warranty will not apply to: 1) Haul-out, launch, towing and storage charges; telephone or rental charges of any type, inconvenience, 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.

(Continued, Over)

V. Claim shall be made under this warranty by delivering the Product for inspection to a Mercury Marine dealer authorized to service the Purchaser's Product. If purchaser cannot deliver Product to such authorized dealer, he may give notice in writing to the area Mercury Marine distributor or Branch Manager or to the Company. Mercury Marine shall then arrange for the inspection and repair, provided such service appears to be covered under this warranty. Purchaser shall pay for all related transportation charges and/or travel time. Further, if the service is not covered by this warranty, purchaser shall pay for all related labor and material. Any Product or parts shipped by purchaser for inspection or repair must be shipped with transportation charges prepaid.

The Owner's Registration MerCard 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 MerCard.

VI. Our obligation under this Warranty shall be limited to repairing a defective part 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. We reserve the right to change or improve the design of any Product without assuming any obligation to modify any Product previously manufactured.

VII. This warranty is in lieu of all other warranties expressed or implied and may not be modified or extended by anyone, except that any qualification or restriction contained herein which is prohibited by any law where the Product is sold and such qualification or restriction only, is null and void. All other qualifications and restrictions of this warranty remain in full force and effect. There are no warranties which extend beyond the description on the face hereof.

LIMITED WARRANTY REPLACEMENT PARTS and ACCESSORIES

I. GENERAL

- A. Mercury Marine warrants each new or factory-rebuilt MerCap Service Replacement Part and Quicksilver Accessory manufactured or sold by it to be free from defects in material and workmanship.
- B. The warranty shall remain in effect for a period of three months from the date of first use, but in no event for a period longer than one year from the date of purchase. This paragraph does not apply to the MerCathode Anti-Corrosion System or Quicksilver Battery.
- C. Also, this warranty shall be in effect on MerCap Parts and Quicksilver Accessories installed on a Mercury Marine product during the period when the product is covered under the provision of the applicable product warranty, and will be covered for the unexpired portion of such warranty period, but in no event less than the warranty period applicable to the particular part or accessory. 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 genuine MerCap Replacement Part or Quicksilver Accessory during the warranty period.
- D. Claim shall be made under this warranty by delivering the part or accessory for inspection to an authorized Mercury Marine dealer. The customer must provide a valid invoice listing the part and/or accessory showing date of purchase from one of its authorized dealers.

II. MERCATHODE/BATTERY LIMITED WARRANTY

- A. Mercury Marine warrants each new Quicksilver MerCathode Anti-Corrosion System (hereafter referred to as System) to be free from defects in material and workmanship for a period of one year from date of purchase. This 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.
- B. Mercury Marine warrants each new Quicksilver Battery to be free from defects in material and workmanship for a period of three months from date of purchase. Batteries, that fail after expiration of the warranty period but within twelve months from date of purchase, will be replaced with another Quicksilver Battery of the same rating on a pro-rated basis. The pro-rated cost to the retail customer is computed by dividing the number of months from date of purchase by twelve and multiplying that figure by the retail battery price. This warranty does not apply to batteries with the case, posts or cover damaged as a result of abuse; with the posts or cell connectors melted by outside shorts; with the case distorted or bulged from heat or freezing; or if the battery sulfates from lack of maintenance.