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Mercury Racing Division Refresh Program Limited Warranty

WHAT IS COVERED

Mercury Marine warrants each new part and/or accessory used by Mercury Racing in a Mercury Racing 4-cycle sterndrive consumer product that is refreshed by Mercury Racing in accordance with Mercury Racing's refresh program, to be free from defects in material and workmanship during the period described below.

DURATION OF COVERAGE

This limited warranty provides coverage on parts used in the refresh process for a period of time equal to but not greater than the duration of the limited warranty originally provided with the parent product being refreshed. The limited warranty coverage on replacement parts and accessories will commence on the date the refreshed product is returned to the owner, or the date on which the refreshed 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 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 recreational-use 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 pre-delivery inspection process is completed and documented. Inaccurate information regarding recreational use, or subsequent change of use from recreational to commercial 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 warranty is limited to, at our option, repairing a defective 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 the customer 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. The customer, in that case, may be directed by Mercury Racing to ship the product directly to Mercury Racing. The customer shall pay for all related labor and material expenses to remove and reinstall the product, transportation charges to and from Mercury Racing, and any other expenses associated with that service. 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 original parts and components of the engine that were not replaced as part of the refresh procedure, or:

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- Routine maintenance items
- Tune-ups
- Adjustments
- Normal wear and tear
- Damage caused by:
 - Abuse
 - Abnormal use
 - The 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 Mercury Marine
 - Operation with fuels, oils or lubricants that 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

The commercial use of the product, defined as any work or employment-related use of the product, or any income-generating use of the product, even if such use is only occasional, will void the warranty.

The use of the product for racing or other competitive activity, at any point, even by a prior owner of the product, will void the warranty.

Submersion of the engine will void 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, tournament fees, club fees, prize money 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-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

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 limited 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 from country to country.

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