

# **Mercury Precision Parts and Lubricants/Quicksilver Parts & Accessories**

## **Limited Warranty - Australian New Zealand South Pacific**

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](mailto:merc_info@mercmarine.com)) [*Mercury Marine*]

### **WHAT IS COVERED:**

Mercury Marine warrants new or factory rebuilt Mercury Precision Parts & Lubricants/Quicksilver Parts & Accessories manufactured or sold by it to be free of defects in material and workmanship.

Mercury Marine will also replace other parts and/or accessories of its manufacture which are damaged as a result of the failure of the new or factory rebuilt Mercury/Quicksilver part or accessory during the warranty period.

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 FOR THIS LIMITED WARRANTY:**

You are only entitled to claim this limited warranty for defects for a period of 12 months from date of purchase.

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. 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 who purchase from a dealer authorised by Mercury Marine to distribute the product in the country in which the sale occurred. 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. 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 purchase and 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 authorised to service the product. A list of dealers and their contact details is available at [www.mercurymarine.com.au](http://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 purchase 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, operation of the product in a manner inconsistent with the recommended operation/duty cycle section, neglect, accident, submersion, improper installation, 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 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.

**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.**