

V-193481 California Emissions Limited Warranty

The California Air Resources Board has promulgated air emissions regulations for outboard engines. The regulations apply to all outboard engines sold to retail consumers in California, and which were manufactured for the 2001 model year, and later. Mercury Marine, in compliance with those regulations, provides this limited warranty for the emission control systems (see the components of the emission control system listed following), and further warrants that the outboard engine was designed, built and equipped to conform with all applicable regulations adopted by the California Air Resources Board pursuant to its authority in Chapters 1 and 2, Part 5, Division 26 of the Health and Safety Code. For information regarding the limited warranty for the non emissions related components of the outboard, please see the limited warranty statement for your outboard.

WHAT IS COVERED

Mercury Marine warrants the components of the emissions control systems (see the components of the emission control system listed following) of its new, 2001 model year (and later) outboards, sold by a California dealer to retail customers residing in California, to be free from defects in material or workmanship, that cause the failure of a warranted part to be identical in all material respects to that part as described in the application of Mercury Marine for certification from the California Air Resources Board, for the period of time, and under the conditions, identified below. The cost to diagnose a warranty failure is covered under the warranty (if the warranty claim is approved). Damage to other engine components caused by the failure of a warranted part will also be repaired under warranty.

DURATION OF COVERAGE

This limited warranty provides coverage for the components of the emissions control systems of new, 2001 model year (and later) outboards, sold to retail customers in California for 4 years from either the date the product is first sold, or first put into service, whichever occurs first, or the accumulation of 250 hours of engine operation (as determined by the engines hour meter, if any). Emission related normal maintenance items such as spark plugs and filters, that are on the warranted parts list (see following) are warranted up to their first required replacement interval only. (See **Maintenance - Inspection and Maintenance Schedule**). 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. (See instructions on transfer of warranty).

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, please notify Mercury Marine and Mercury 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.

WHAT MERCURY WILL DO

Mercury Marine's sole and exclusive obligation under this warranty is limited to, at our expense and at our option, repairing or replacing defective 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.

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 **General Information - Specifications**), operation of the product in a manner inconsistent with the recommended operation procedures, 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 us, jet pump impellers and liners, operation with fuels, oils or lubricants which are not suitable for use with the product (see **Fuel and Oil**), alteration or removal of parts, or water entering the engine through the fuel intake, air intake or exhaust system. 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.

Non-warranty maintenance, replacement, or repair of emission control devices and systems may be performed by any marine engine repair establishment or individual. The use of non-Mercury parts for non-warranty maintenance or repairs will not be grounds for disallowing other warranty work. The use of add-on (as defined at section 1900 (b)(1) and (b)(10) of Title 13 of the California Code of Regulations) or modified parts not exempted by the California Air Resources Board may be grounds for disallowing a warranty claim, at the discretion of Mercury Marine. Failures of warranted parts caused by the use of a non-exempted add-on or modified part will not be covered.

Components of the Emissions Control System

1. Fuel Metering System
 - a) Carburetor and internal parts (and/or pressure regulator or fuel injection system)
 - b) Cold start enrichment system
 - c) Intake valves
2. Air Induction System
 - a) Intake manifold
 - b) Turbocharger or supercharger systems (where applicable)
3. Ignition System
 - a) Spark plugs
 - b) Magneto or electronic ignition system
 - c) Spark advance/retard system
 - d) Ignition coil and/or control module
 - e) Ignition wires
4. Lubrication System (4-Stroke engines excluded)
 - a) Oil pump and internal parts
 - b) Oil injectors
 - c) Oil meter
5. Exhaust system
 - a) Exhaust manifold
 - b) Exhaust valves
6. Miscellaneous Items Used in Above Systems
 - a) Hoses, clamps, fittings, tubing, sealing gaskets or devices, and mounting hardware
 - b) Pulleys, belts and idlers
 - c) Vacuum, temperature, check and time sensitive valves and switches
 - d) Electronic controls

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.

If you have any questions regarding your warranty rights and responsibilities, you should contact Mercury Marine at 1-920-929-5040.

California Air Resources Board Explanation of Your California Emission Control Warranty Statement

YOUR WARRANTY RIGHTS AND OBLIGATIONS:

The California Air Resources Board is pleased to explain the emission control system warranty on your 2001 model year and later outboard engine. In California, new outboard engines must be designed, built and equipped to meet the State's stringent anti-smog standards. Mercury Marine must warrant the emission control system on your outboard engine for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your outboard engine.

Your emission control system may include parts such as the carburetor or fuel injection system, the ignition system, and catalytic converter. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, Mercury Marine will repair your outboard engine at no cost to you, including diagnosis, parts and labor.

MANUFACTURER'S WARRANTY COVERAGE:

Select emission control parts from model year 2001 and later outboard engines are warranted for 4 years, or for 250 hours of use, whichever occurs first. However, warranty coverage based on the hourly period is only permitted for outboard engines and personal watercraft equipped with appropriate hour meters or their equivalent. If any emission related part on your engine is defective under warranty, the part will be repaired or replaced by Mercury Marine.

OWNER'S WARRANTY RESPONSIBILITIES:

As the outboard engine owner, you are responsible for the performance of the required maintenance listed in the Maintenance section. Mercury Marine recommends that you retain all receipts covering maintenance on your outboard engine, but Mercury Marine cannot deny warranty solely for the lack of receipts or your failure to ensure the performance of all scheduled maintenance.

As the outboard engine owner, you should however be aware that Mercury Marine may deny you warranty coverage if your outboard engine or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

You are responsible for presenting your outboard to a Mercury dealer authorized to service the product as soon as a problem exists. The warranty repairs will be completed in a reasonable amount of time, not to exceed 30 days.

If you have any questions regarding your warranty rights and responsibilities, you should contact Mercury Marine at 1-920-929-5040.