

Mercury Racing Division 2 Year Limited Warranty (OptiMax XS Series Outboards)

WHAT IS COVERED

Mercury Marine warrants its new OptiMax XS series Outboard products (and remanufactured OptiMax XS series Outboard products sold under the trade name "Pacemaker") to be free of defects in material and workmanship during the period described below.

DURATION OF COVERAGE

This Limited Warranty provides coverage for two (2) years from either 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 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 retail customers purchase from a Dealer authorized by Mercury Marine to distribute the product in the country in which the sale occurred, and then 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. Inaccurate warranty registration information regarding recreational use, or subsequent change of use from recreational to commercial may void the warranty at the sole discretion Mercury Marine. Routine maintenance outlined in the Operation and Maintenance Manual must be timely performed in order maintain warranty coverage. Mercury Marine reserves the right make warranty coverage contingent upon proof of proper maintenance.

WHAT MERCURY WILL DO

Mercury's sole and exclusive obligation under this warranty limited to, at our option, repairing a defective part, replacing 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 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 routine maintenance items, tune ups, adjustments, normal wear and tear, damage caused abuse, abnormal use, use of a propeller or gear ratio that does allow the engine to run in its recommended wide-open-throttle range (refer to the **Operation and Maintenance Manual**), operation of the product in a manner inconsistent with recommended operation/duty cycle section of the **Operation Maintenance Manual**, neglect, accident, submersion, improper installation (proper installation specifications and techniques set forth in the installation instructions for the product), improper service, use of an accessory or part not manufactured or sold us, operation with fuels, oils or lubricants which are not suitable use with the product (Refer to 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 the product from insufficient cooling water caused by blockage the cooling system by a foreign body, running the engine out water, mounting the engine too high on the transom, or running boat with the engine trimmed out too far. The commercial use the product, defined as any work or employment related use product, or any income generating use of the product, even if use is only occasional, will void the warranty. Use of the product for racing or other competitive activity, at any point, even by a owner of the product, voids the warranty. Expenses related haul-out, launch, towing, storage, telephone, rental, inconvenience, slip fees, insurance coverage, loan payments, of time, loss of income, tournament fees, club fees, prize money or any other type of incidental or consequential damages are covered by this warranty. Also, expenses associated with removal and/or replacement of boat partitions or material caused by boat design for access to the product are not covered by warranty.

No individual or entity, including Mercury Marine authorized dealers, has been given authority by Mercury Marine to make 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, refer to 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 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.