



## **Mercury/Quicksilver Inflatable Boat Limited Warranty Australia/New Zealand**

### **Limited Warranty Australian New Zealand**

This limited warranty is given by Marine Power International LLC ACN 003 100 007 of 41-71 Bessemer Drive, Dandenong South Victoria (telephone 03 9791 5822 email: merc.info@mercmarine.com) [Mercury Marine].

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.

### **WHAT IS COVERED:**

Mercury Marine warrants its new products to be free of defects in material and workmanship during the period described below. 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.

### **DURATION OF COVERAGE FOR THIS LIMITED WARRANTY:**

You are only entitled to claim this limited warranty for defects which appear during the relevant warranty period (see below). Your claim must also be received by us before the warranty period expires.

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.

### **DURATION OF COVERAGE – WARRANTY PERIODS:**

The fiberglass hull, air deck® floor, I-bar inflatable floor, all hull attachments and accessories, but not limited to floorboards, seats, rope holders, oar locks, oars, rope, air pump, lifting handles, d-rings, oar holders, valves, seat webbings, and transom integrity are covered by this Limited Warranty for one (1) year from the date the product is first sold, or the date on which the product is first put into service, whichever occurs first.

The Aluminium RIB hulls are warranted for two (2) year against structural defects. This warranty does not include the surface finish or any damage due to misuse, neglect or wear and tear.

All the air holding fabrics are warranted against defects in material or workmanship that cause blistering and delaminating are covered by this Limited Warranty for:

- Three (3) years for Haku PVC fabrics
- Five (5) years for Achilles HP fabrics.
- One (1) year for Dinghy Models

The repair, 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 registration of the product (see below).

**CONDITIONS THAT MUST BE MET IN ORDER TO OBTAIN WARRANTY COVERAGE:**

Warranty coverage is available only to retail customers that purchase from a Dealer authorized by Mercury Marine to distribute the product in the country in which the sale occurred. Warranty coverage becomes available upon proper registration of the product by the authorized dealer. A list of authorized dealers and addresses is available at [www.mercurymarine.com/au](http://www.mercurymarine.com/au). To be eligible for warranty coverage, the product must be registered with Mercury Marine. At the time of sale, the dealer should complete the warranty registration and immediately submit it to Mercury Marine.

Upon processing the warranty registration, Mercury Marine will send registration verification by mail to the purchaser of the product. If this registration verification is not received within 30 days, please contact your selling dealer immediately. Warranty coverage is not effective until your product is registered with Mercury Marine.

Routine maintenance outlined in the Operation and Maintenance Manual must be performed in a timely manner in order to maintain warranty coverage. If the retail customer performs this maintenance, Mercury Marine reserves the right to make future warranty coverage contingent on proof of proper maintenance.

**WHAT MERCURY WILL DO:**

Mercury's sole 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 remanufactured parts, or refunding the purchase price of the Mercury product. Mercury's sole and exclusive obligation under the limited warranty against fabric delimitation is the replacement of the boat skin (only the boat skin). Mercury reserves the right to improve or 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. Subject to any rights that the Purchaser may have under the Australian Consumer Law, 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 and subject to any rights that the purchaser 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 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, adjustments, normal wear and tear, puncture, discoloration, oxidation, abrasion or damage caused by abuse, abnormal use, neglect, accident, improper service, use of an accessory or part not manufactured or sold by Mercury Marine, or alteration or removal of parts. Use of the product for racing or other competitive activity, at any point, even by a prior owner of the product, voids the warranty. The engine, engine accessories, controls, props, batteries or other accessories, carry their own individual warranties.

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.

No individual or entity, including Mercury Marine authorized dealers, has been given the 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.

**EXPENSES FOR CLAIMING THIS LIMITED WARRANTY**

This limited warranty does not cover any expenses you may incur claiming the warranty.

**TRANSFER OF WARRANTY:**

The limited warranty is transferable to a subsequent purchaser, but only for the remainder of the unused portion of the limited warranty.

This will not apply to products used for commercial applications. To transfer the warranty to the subsequent owner, send or fax a copy of the bill of sale or purchase agreement, new owner's name, address and hull identification number (HIN) to Mercury Marine's Warranty Registration Department. In Australia/New Zealand and Pacific, mail to:

Mercury Marine  
Attn: Warranty Registration Department  
Private Bag 1420  
Dandenong South 3174  
Australia,

Email: [merc.info@mercmarine.com](mailto:merc.info@mercmarine.com)

Upon processing the transfer of warranty, Mercury Marine will send registration verification to the new owner of the product by mail. There is no charge for this service.

You may change your address at any time, including at time of warranty claim, sending a letter or email ([merc.info@mercmarine.com](mailto:merc.info@mercmarine.com)) with your name, old address, new address, and hull identification number (HIN) to Mercury Marine's Warranty Registration Department.

**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 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 THAT VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.