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Correction to California Emissions Warranty Statement in MerCruiser Owner's Manuals

Scope

Boats registered in California.

Models Affected

Model	Serial Number Range
All MerCruiser engine packages built between June 2005 and March 2010	0W315668–1A617025

Situation

Mercury MerCruiser products included in the affected range were supplied with incorrect warranty information in the Operation, Maintenance, and Warranty manual. The California Air Resource Board has determined that the California Emissions Limited Warranty, contained in the manual, has errors in the paragraphs titled "How to Obtain Warranty Coverage," "What Is Not Covered," "Manufacturer's Warranty Coverage," and "Owner's Warranty Responsibilities."

Notification and Correction

A letter will be sent to the owner of every California-registered boat powered by a registered Mercury MerCruiser engine package in the affected range. The letter will include instructions for the customer to insert the accompanying corrected copy of the California Emissions Limited Warranty in their Operation, Maintenance, and Warranty (owner's) manual. Mercury MerCruiser-authorized dealers are required to photocopy the California Emissions Limited Warranty and insert a copy into the owner's manuals of in-stock and unsold boats.

See the following pages for the customer letter and the corrected warranty statement.

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November 24, 2010

Dear Mercury Marine Customer:

Thank you for your purchase of a boat powered by a Mercury MerCruiser engine package. We appreciate your business and hope you are enjoying your boat.

SUBJECT: California emissions warranty information

Our records indicate that you are the owner of a Mercury MerCruiser product that was supplied with an Operation, Maintenance, and Warranty manual with incorrect warranty information. The California Air Resource Board has determined that the California emissions information contained in the Warranty section of your manual has one or more of the following statements that are incorrect and should be removed:

California Emissions Limited Warranty

Under How to Obtain Warranty Coverage: "Proof of registered ownership must be presented to the dealer at the time warranty service is requested in order to obtain coverage."

Under What is Not Covered: "use of an accessory or part not manufactured or sold by us"; "or water entering the engine through the fuel intake"; and "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."

California Emission Control Warranty Statement

Under Manufacturer's Warranty Coverage: "from either the date the product is first sold, or put into service, whichever occurs first."

Under Owner's Warranty Responsibilities: "Warranty coverage is terminated for used product repossessed from a retail customer, purchased at auction, from a salvage yard, or from an insurance company that obtained the product as a result of an insurance claim."

WHAT YOU SHOULD DO

Insert the corrected copy of the California emissions warranty information, provided with this letter, into your Operation, Maintenance, and Warranty manual.

If you have sold the engine or boat please contact our Registration department at 1 920 929 5054 or e-mail us at registration_support@mercmarine.com to provide information on the new owner. Please refer to Service Bulletin 2010-17 with your information.

If you have been denied coverage for (or did not pursue) a claim because of one of the incorrect statements listed above, contact Mercury Marine at <http://www.mercurymarine.com/contact-us-online-merc/> or 1 405 743 6566 and refer to Service Bulletin 2010-17.

WHAT WE WILL DO

Dealers will be notified to refer to Mercury MerCruiser Service Bulletin 2010-17 for the corrected warranty statement.

We apologize for any inconvenience this may cause you; however, we have taken this action to ensure that your boating experience will be enjoyable and trouble-free.

Sincerely,

Mercury MerCruiser Service Department

CALIFORNIA EMISSIONS WARRANTY

NOTE: This document replaces the California Emissions Warranty information in Mercury MerCruiser owner's manuals released between June 2005 and March 2010.

California Emissions Limited Warranty

NOTE: Mercury Marine does not establish model years for the Mercury MerCruiser product line. In order to comply with CARB warranty regulations, and for that limited purpose only, model year shall have the same meaning as calendar year. As an example, 2003 model year products refers to products manufactured during calendar year 2003.

The California Air Resources Board has promulgated air emissions regulations for inboard and sterndrive engines. The regulations apply to all inboard and sterndrive engines that were manufactured for the 2003 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 inboard or sterndrive 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 inboard or sterndrive engine, please see the limited warranty statement for your engine.

What Is Covered

NOTE: Your dealer will register your engine for warranty coverage for you. The warranty registration process is not related in any way to the process of obtaining a license, title or registration from state boating authorities. You should ask your dealer to update your warranty registration information to reflect a change of address or a transfer of ownership. (This change may be made at any time.) Refer to the Warranty Registration information in your owners manual or to your dealer for more information.

Mercury Marine warrants the components of the emissions control systems (see the components of the emission control system listed following) of its new, 2003 model year and later California-certified inboard and sterndrive engines, registered to a California resident, 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 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

NOTE: Mercury Marine does not establish model years for the Mercury MerCruiser product line. In order to comply with CARB warranty regulations, and for that limited purpose only, model year shall have the same meaning as calendar year. As an example, 2003 model year products refers to products manufactured during calendar year 2003

This limited warranty provides coverage for the components of the emissions control systems. Specific emission control related parts on new inboard or sterndrive engines are warranted for 3 years or 480 hours, whichever first occurs, from either the date the product is first sold, or first put into service, whichever occurs first. Emission related normal maintenance items such as spark plugs and filters, that are on the warranted parts list are warranted up to their first required replacement interval only. Refer to **Emission Control System Components** 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. Refer to **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 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, jet pump impellers and liners, operation with fuels, oils or lubricants which are not suitable for use with the product (see Specifications), alteration or removal of parts.

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.

Disclaimers and Limitations

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, refer to Owner Service Assistance for contact information.

California Emission Control Warranty Statement

Your Warranty Rights and Obligations

NOTE: Mercury Marine does not establish model years for the Mercury MerCruiser product line. In order to comply with CARB warranty regulations, and for that limited purpose only, model year shall have the same meaning as calendar year. As an example, 2003 model year products refers to products manufactured during calendar year 2003.

The California Air Resources Board is pleased to explain the emission control system warranty on your 2003 model year and later inboard or sterndrive engine. In California, new inboard and sterndrive 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 inboard or sterndrive engine for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your inboard or sterndrive 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 inboard or sterndrive engine at no cost to you; including diagnosis, parts and labor.

Manufacturer's Warranty Coverage

Select emission control parts from 2009 and later (inboard or sterndrive) engines are warranted for 3 years or 480 hours, whichever first occurs. However, warranty coverage based on the hourly period is only permitted for engines that are equipped with hour meters as defined in s 2441(a)(13) 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 inboard or sterndrive engine owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Mercury Marine recommends that you retain all receipts covering maintenance on your inboard or sterndrive 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 inboard or sterndrive engine owner, you should however be aware that Mercury Marine may deny you warranty coverage if your inboard or sterndrive engine or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

CALIFORNIA EMISSIONS WARRANTY

You are responsible for presenting your inboard or sterndrive engine to a Mercury Marine 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, refer to Owner Service Assistance for contact information.

Products of Mercury Marine
W6250 Pioneer Road
Fond du Lac, WI 54936-1939

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