

Mercury Marine and Quicksilver Lubricants and Additives Limited Warranty

WHAT IS COVERED

This Limited Warranty applies only to Mercury Marine and Quicksilver brand lubricant and fuel additive products packaged and sold by Mercury Marine or one of its authorized distributors or dealers and purchased by an end-user for his or her own use (the "Products"). Mercury Marine warrants that Products are properly packaged and fit for use in the manner specified by Mercury Marine on Products labels and as set forth in any instructions, relevant product safety sheets or bulletins from Mercury Marine.

DURATION OF COVERAGE

This Limited Warranty will provide limited warranty coverage for two (2) years from the date the Product is first sold to an end-user, authorized dealer or distributor, whichever occurs first.

CONDITIONS THAT MUST BE MET IN ORDER TO OBTAIN WARRANTY COVERAGE

Warranty coverage is available only to authorized distributors and dealers and to the end-user purchasers.

WHAT MERCURY WILL DO

Mercury's sole and exclusive obligation under this warranty is limited to, at Mercury Marine's option, repair or replacement of defective Products or a refund of the purchase price of the defective Product. Mercury Marine reserves the right to improve or modify the Products from time to time without assuming an obligation to modify products previously manufactured.

HOW TO OBTAIN WARRANTY COVERAGE

If you, the purchaser of a Product, want to make a claim under this Limited Warranty, you must send a brief description of the problem and proof of purchase to Mercury Marine within ten (10) days of discovery of the defect. Please address the claim to the attention of the Warranty Department. Mercury Marine reserves the right to request additional information about and/or return of the Product at issue at purchaser's cost.

WHAT IS NOT COVERED

This limited warranty does not cover the following:

- Products used in mechanically deficient equipment
- Products used in unauthorized equipment or in a manner not recommended or authorized by Mercury Marine
- Products that have been used in conjunction with any other fuels, oils, additives or other products that have not been authorized for use in such combination by Mercury Marine
- Products that are not handled, stored or used in the manner authorized or recommended by Mercury Marine
- Malfunction or failure due to user's negligence, abuse, abnormal usage, misuse, alteration, accident, or normal wear and tear or damage due to environmental or natural elements
- Products that malfunction or fail due to improper storage, mishandling or misuse
- Products that are used for any purpose for which they are not intended

- Products used for racing or other competitive activity

Expenses related to inconvenience, insurance coverage, loss of time, loss of income or any other incidental or consequential damages are not covered by this limited warranty.

No individual or entity, including any authorized dealer and distributor, has been given authority by Mercury Marine to make any affirmation, representation or warranty regarding the Products, other than those contained in this limited warranty, and if made, shall not be enforceable against Mercury Marine.

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 UNDER APPLICABLE LAW, THE IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE EXPRESS WARRANTY DESCRIBED ABOVE. INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED FROM COVERAGE UNDER THIS WARRANTY. MERCURY MARINE'S AGGREGATE LIABILITY SHALL BE LIMITED TO THE MONIES PAID TO MERCURY MARINE FOR THE PRODUCT(S) AT ISSUE. 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.