

Evinrude 3 + 2year Warranty

Telwater will now be offering an Australia wide additional 2 years factory backed warranty on top of your existing 3 year Evinrude warranty. This provides the end consumer with a total of 5 years factory backed warranty on the complete range of outboard motors. *(Excludes commercial.)*

The additional two years of warranty give the same comprehensive warranty coverage as Evinrude's standard 3 year manufacturer's warranty (including labour) for failures caused by defect in material or factory workmanship. The 2 year warranty extension will terminate upon failure to meet any of the Warranty Conditions.

To receive the bonus warranty, this policy supersedes current Evinrude "Operators Maintenance Guidelines" in Australia

Telwater Warranty Conditions to attain extended Warranty:

- The Evinrude pre-delivery inspection process for the outboard must be completed and documented. Warranty coverage becomes available upon registration of the product by the Dealer on Bossweb and also the online Telwater system.

It is a requirement to register every unit within 10 calendar days from the date of delivery to the customer. FURTHERMORE, IMPORTANT: Failure to do so will jeopardize your Evinrude dealer agreement with Telwater and most importantly engage your liability in the event of an accident related to a safety recall not performed. All registrations must reflect: • the true date of delivery of the unit to the retail customer; • the model and serial numbers; • the name and the complete address of the customer, including phone number, according to privacy laws regarding personal information that are applicable in your Country; • It is the dealers obligation to identify on the limited warranty registration if the unit(s) was (were) sold for commercial use; • For units sold under a specific demo program, units must be registered with usage DEMO within 10 days after Telwater invoice date to dealer, and, under special conditions, no later than 30 days. Telwater conducts regular random audits in order to verify genuine usage of registered units.

- Telwater warrants its Evinrude outboard engines sold by authorised dealers throughout Australia. This includes all Genuine parts and accessories including but not limited to propellers, gauges, oil tanks, remote controls, wiring and key switches that, installed by an authorised OE distributor/Dealer at the time of delivery of the product bear the standard BRP limited warranty for Evinrude genuine parts and accessories.

- To receive the additional 2 years warranty an authorised Evinrude technician must adhere to:

- Maintenance Guidelines
- Genuine Evinrude oils and parts must be used.
- Customers must retain all maintenance records/invoices. The Evinrude servicing agent must also log the maintenance on-line with Telwater.

Warranty Period Coverage:

Provided that the extension Warranty Conditions have been met the additional 2 Year warranty coverage will commence once the product's standard limited warranty period (3 years) has expired. The total duration of the coverage will be five (5) years. Unexpired warranty coverage can be transferred to a subsequent purchaser upon proper re-registration of the product. The subsequent purchaser will require all logbook maintenance records and invoices.

Modification/Alteration:

Any Products that have been modified or altered from their original production configuration will be excluded from any Telwater warranty coverage. The addition of, or replacement with, parts or accessories not approved by Evinrude, or not installed by an Authorized Evinrude Service Centre, will be cause for your 3 + 2 Evinrude warranty to be void. This may also be applicable to your standard 3 year warranty.

"For more information please refer to Terms and conditions below"

CONTRACT TERMS

PLEASE READ THIS *CONTRACT* CAREFULLY. IT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE OWNER AND *BRP / TELWATER* AND PROVIDES THE COVERAGE FOR THE TERM THAT IS DESIGNATED IN THE *DECLARATIONS*. THIS *CONTRACT* SUPERSEDES ANY OTHER WRITTEN OR ORAL STATEMENTS MADE TO THE OWNER ABOUT THE COVERAGE UNDER THIS *CONTRACT*. THIS *CONTRACT* IS VALID ONLY IF APPROVED BY *BRP / TELWATER*, WHICH RESERVES ITS RIGHTS TO RATIFY OR NOT, AT ITS SOLE DISCRETION, ANY *CONTRACTS*.

DEFINITIONS

Here are the definitions of some of the key words used in this *Contract* (Key words appear in bold type in the body of this *contract*)

Authorized Dealer:

Means the Evinrude dealership is authorized to sell Evinrude Products and to repair the *Covered Outboard* under this *Contract*.

BRP Limited Warranty:

Refers to the manufacturer's limited warranty which is issued with all new and unused *Covered Outboards*.

Covered Outboard:

Means the Evinrude®E-TEC® identified in the *Declarations*.

Declarations :

Means that portion of this *Contract* containing information on the identity of the *Owner*, of the *Covered Outboard*, the description of the *Covered Outboard*, and the term and purchase price of the *Contract*.

Mechanical Breakdown:

Means the breakage or failure of an original or genuine manufacturer part within a covered system as a result of a defect in material and/or workmanship.

Owner:

Means the person named as *Owner* in the *Declarations* of this *Contract*.

Repair Costs:

Means the applicable labour at the retail labour rate at date of repair, applicable replacement parts approved by *BRP* at the same established rate as for the regular warranty and applicable taxes incurred to repair a *Mechanical Breakdown* during the selected term of this *Contract* at an *Authorized Dealer*.

GENERAL PROVISIONS

This *Contract* between the *Owner* and *BRP/TELWATER* is applicable exclusively to the *Covered Outboard* which was purchased where the *Owner* resides and for use strictly in Australia. This *Contract* provides for reimbursement of any *Authorized Dealer Repair Costs*. *BRP/Telwater's* responsibility is limited to making the required repairs or replacement of parts with new or BRP-certified re-manufactured parts.

BRP/Telwater reserves the right to exclude some models.

Product must be used for private or recreational use. Commercially used products are not eligible for coverage under this contract. The Product is used commercially when it is used in connection with any work or employment that generates income, during any period of time. The Product is also used commercially when, at any point during the warranty period, it is installed on a boat that has commercial tags or is licensed for commercial use.

OWNER'S OBLIGATIONS

- Operate, maintain, service and store the *Covered Outboard* in accordance with the appropriate procedures as specified in the *Outboard Operator's Guide*. (Proof of maintenance will be required).
- Ensure at all times that all *BRP/Telwater's campaigns/updates* or recalls are performed on the *Covered Outboard* by a *BRP Authorized Dealer*.
- Keep receipts and other records showing that proper maintenance and service as described in the *Outboard Operator's Guide* has been performed

EXCLUSIONS

The following are not covered under any circumstances:

- a) Replacement of parts due to normal wear and tear;
- b) Routine maintenance parts and services including but not limited to: maintenance requirements, lower unit oil changes, lubrication and linkage adjustments and replacement of fuses, zinc anodes, thermostats, starter motor bushings, trim motor brushes, filters, propellers, propeller bushings and spark plugs;
- c) Damage caused by improper or lack of installation, maintenance, winterization and/or storage, failure to follow the procedures and recommendations in the *Operator's Guide*;
- d) Damage resulting from removal of parts, improper repairs, service, maintenance, or modification, or use of parts or accessories not manufactured or approved by *BRP*, which in its reasonable judgment are either incompatible with *Covered Outboard* or adversely affect its operation, performance, or durability, or resulting from repairs done by a person that is not an *Authorized Dealer*;
- e) Damage caused by abuse, misuse, abnormal use, neglect, racing, improper operation or operation of the *Covered Outboard* in a manner inconsistent with the recommended operation described in the *Operator's Guide*;
- f) Damage resulting from external damage, accident, submersion, water ingestion, fire, theft, vandalism or any act of God;
- g) Operation without proper fuel, oil or lubrication, or with fuels, oils or lubricants which are not suitable for use with the *Covered Outboard* (see the *Operator's Guide*);
- h) Damage resulting from rust or corrosion on G1 product
- i) Damage caused from cooling system blockage by foreign material;
- j) Damage resulting from sand or debris in the water pump;
- k) Cosmetic or paint changes due to exposure to the elements;
- m) Cosmetics;
- n) Rubber components including hoses; and
- o) Accessories included with the *Covered Outboard*.

This coverage will be voided in its entirety and rendered null and void where:

- a) *Covered outboard* has been altered or modified in such a way so as to adversely affect its operation, performance or durability, or change its intended use, horsepower or emission levels; or
- b) *Covered Outboard* is or has been used for racing at any point, even by a prior owner.

ITEMS NOT COVERED

ALL INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT OR OTHER DAMAGES OF ANY KIND ARE EXCLUDED FROM COVERAGE UNDER THIS CONTRACT INCLUDING, BUT NOT LIMITED TO: expense for gasoline, expense for transporting the *Covered Outboard* to and from *Authorized Dealer*, storage, telephone, cell phone, fax or telegram charges, rental of a like or replacement *Covered Outboard* or boat during repair services or down time, taxi travel, lodging, loss of or damage to personal property, inconvenience, cost of insurance coverage, loan payments, loss of time, loss of income, revenue or profits, or loss of enjoyment or use of *Covered Outboard*.

TERM

Contract for the *Covered Outboard* is selected and designated in the *Declarations*. The term of this *Contract* commences at the expiration of the *BRP 3year Limited Warranty*. This bonus extended warranty contract will expire at the 24 months period or 750hours G1/ 1000 hours G2 of operations with the *Covered Outboard*, whichever is the first reached. Commercial engines are exempt from this warranty.

MAINTENANCE SCHEDULE

Routine inspection and maintenance is necessary to prolong Outboard life and to gain the bonus 2 years warranty. The following provides guidelines for inspection and maintenance to be performed by an Authorized Dealer.

G1 Engine Inspections	20 hour/3months	100hour/annual	200hour/annual	300hour/annual	400hour/annual	500hour/annual
electrical and Ignition wires, inspect for wear		x	x	x	x	x
engine to transom mounting hardware, re-torque (40ft lbs Fasteners, inspect any loosened components)		x	x	x	x	x
Fuel and oil system components, inspect and repair leaks		x	x	x	x	x
inspect water seperating boat fuel filter	x					
Replace water seperating boat fuel filter		x	x	x	x	x
Replace fuel filter		x		x		x
Gear case lubricant inspect	x		x		x	
Gear case lubricant replace		x		x		x
Grease fittings, lubricate		x	x	x	x	
Muffler foam, inspect and replace if necessary (40-90hp)				x		x
inspect power trim and tilt fluid		x	x	x	x	x
inspect propeller shaft splines, lubricate	x	x	x	x	x	x
inspect spark plugs		x	x		x	x
replace spark plugs				x		
starter pinion shaft inspect and lubricate		x	x	x	x	x
steering system inspect and lubricate		x	x	x	x	x
thermostats inspect replace if necessary		x	x	x	x	x
throttle cable inspect and re-tension	x	x	x	x	x	x
water pump impeller inspect		x	x		x	
water pump impeller replace				x		x
Anodes Check condition		x	x	x	x	x
Evinrude Diagnostics/Service codes	x	x	x	x	x	x

G2 Engine Inspections	20 hour/3months	100hour/annual	200hour/annual	300hour/3year	400hour/annual	500hour/annual
electrical and Ignition wires, inspect for wear		x	x	x	x	x
engine to transom mounting hardware, re-torque (40ft lbs Fasteners, inspect any loosened components)		x	x	x	x	x
Fuel and oil system components, inspect and repair leaks		x	x	x	x	x
inspect water seperating boat fuel filter	x					
Replace water seperating boat fuel filter		x	x	x	x	x
Replace fuel filter		x		x		x
Gear case lubricant inspect	x		x		x	
Gear case lubricant replace		x		x		x
Grease fittings, lubricate		x	x	x	x	x
Inspect fluid levels		x	x	x	x	x
inspect propeller shaft splines, lubricate	x	x	x	x	x	x
inspect spark plugs		x	x		x	
replace spark plugs				x		x
starter pinion shaft inspect and lubricate		x	x	x	x	x
steering system inspect and lubricate	x	x	x	x	x	x
thermostats inspect replace if necessary		x	x	x	x	x
water pump impeller inspect		x	x		x	
water pump impeller replace				x		x
Anodes Check condition		x	x	x	x	x
Replace Oil filter (optional remote oil tank only)				x		x
Evinrude Diagnostics/Service codes	x	x	x	x	x	x

LIMIT OF LIABILITY

Neither the *Authorized Dealer* nor any other person has been authorized to make any agreement, affirmation or representation other than those contained in this *Contract* and if made, such agreement, affirmation or representation shall not be enforceable against *Telwater* or any other person.

PROCEDURE

The registered *Owner* must notify an *Authorized Dealer* within two (2) days of the appearance of a defect. *Owner* must bring *Covered Outboard*, including any defective part therein, to Dealer promptly after the appearance of the defect, and in any event, within the coverage period, and must provide Dealer with reasonable opportunity to repair the defect. The expenses of transporting the *Covered Outboard* to and from the Dealer for warranty service are to be Borne by the *Owner*.

If the *Covered Outboard* has not previously been registered, the *Owner* may also be required to present proof of purchase to dealer for repairs. *Owner* is required to sign the repair/work order prior to the start of the repair in order to validate the repair. All parts replaced under this coverage become the property of Telwater.

The *Owner* must present proof of this *Contract* to the *Evinrude Authorized Dealer* prior to any repair and shall sign *Authorized Dealer's* work order once repairs have been completed on the *Covered Outboard*. All parts replaced shall remain the property of *Telwater*. In the event of a controversy or dispute arises in relation with *this Contract*, *Telwater* suggests trying to resolve the issue with the *Authorized Dealer*. If further assistance is required, the *Owner* may write or contact Telwater assistance

warranty@telwater.com.au

CANCELLATION

BRP shall have the right to cancel this *Contract* at any time in the event of fraud, misrepresentation or falsification of *Declarations*, if the *Covered Outboard* is repossessed or a total loss not resulting from a *Mechanical Breakdown*. No other type of cancellation will be considered except where provided otherwise by law.

TRANSFER RIGHTS

To transfer this *Contract*, a transfer of ownership form (available on Dealer Port[™]) must be completed at a *BRP Authorized Dealer*. *Telwater* must also be notified upon change of ownership.