

TOHATSU MARINE OUTBOARD MOTOR
FOUR STROKE
3 YEAR LIMITED WARRANTY

WHAT IS COVERED

1. **TOHATSU MARINE** warrants each new Four Stroke Tohatsu Marine Outboard Motor (for model years beginning with 2002 only) distributed by Tohatsu Marine & Power Products (hereafter referred to as NMPP), to be free from defects in both materials and workmanship for a period of **3 years (36 months)** from either the date of first retail sale or the date on which the product is first put into service, whichever occurs first, subject to the following limitations.
2. New Four Stroke Tohatsu Marine Outboard Motors used at any time in commercial or rental applications are only warranted for a period of **1 year (12 months)** from either date of the first retail sale or the date on which the product is first put into service, whichever occurs first, subject to the original purchaser providing evidence that the mandatory commercial maintenance checklist is performed.
3. All component parts are covered by this warranty, except that the warranty shall be limited and shall not be applicable to those items listed under the caption "**WHAT IS NOT COVERED**" and shall be additionally limited as follows:
The second and third year of warranty shall be limited to covering the cost of parts and labor for major components only.
The major components covered are:

Major Components:

Power Head, Exhaust System, Bracket Assembly, Power Trim and Tilt Assembly, Fuel and Oil Pump Assembly, Lower Unit Assembly, Ignition System

4. NMPP shall provide a **1 year (12 months)** limited warranty for emission related components required by U. S. EPA regulations. California residents who purchased a product in California should refer to the California Emission Warranty Statement provided by the product's dealer. The 1 year limited warranty shall begin from either the date of first retail sale or the date on which the product is first put into service, whichever occurs first. Applicable only to 2001 and later model year Four Stroke Tohatsu Marine Outboard Motors.

WHAT IS NOT COVERED

1. AFTER THE FIRST YEAR OF THIS LIMITED WARRANTY, THE FOLLOWING ITEMS ARE NOT COVERED:
 - a. Upper and lower cowlings, gauges, meters, fuel and oil tank, remote control box and external wire harnesses.
 - b. Electrical components (other than ignition)
 - c. Tubes, seals, gaskets, o-rings, plastic components and fittings.
2. THROUGHOUT THE ENTIRE TERM OF THIS LIMITED WARRANTY THE FOLLOWING ITEMS ARE NOT COVERED:
 - a. The limited warranty does not cover any of the parts, material or labor costs involved with, required or recommended routine maintenance items.
 - b. The limited warranty does not cover certain parts, including but not limited to the following items:
 - i. Anode, trim tab, fuel filter, oil filter, air filter, spark plugs, propeller, propeller hubs, wire cable, drive belt, brushes for starter motor and power tilt motor;
 - ii. Rubber goods: water pump impeller, fuel hoses, primer bulb assembly, vinyl pipe;
 - c. This limited warranty does not cover damages or failures of the product resulting from:

- i. Accident, theft, fire, misapplication or misuse (proper use is described in the owner's manual), submersion or freezing due to improper protection/storage;
- ii. Striking any submerged object;
- iii. Use of improper dirty and/or contaminated fuels, fluids or lubricants;
- iv. Use of parts not equivalent in design and quality to parts supplied or authorized by NMPP;
- v. Any unauthorized modification, alteration or improper repair;
- vi. Normal cosmetic deterioration such as rust, corrosion, fading of decal or paint color, peeling of paint or decal caused by lack of maintenance or harsh climate conditions;
- vii. Racing or speed contests;

Warranty Information
(TLDI, Four Stroke, Two Stroke Outboard)

Dealer Responsibilities

1. Any authorized Tohatsu Marine Outboard Dealer will perform warranty repairs to your outboard.
2. The Authorized Tohatsu Marine Outboard Dealer from whom you purchased your outboard should provide you with a signed copy of the Pre-Delivery Inspection (PDI) form.
3. The Pre-Delivery Inspection form outlines the steps your dealer has taken to fulfill its pre-delivery responsibility to properly install and service your new Tohatsu Marine Outboard.

WHAT WARRANTY HOLDER MUST DO

1. Warranty holder must properly operate, maintain and care for the Tohatsu Marine Outboard Motor as described and outlined in the owner's manual. In order to obtain warranty service, the motor must be serviced by an authorized Tohatsu Marine Outboard Dealer
2. All products must be warranty registered within 15 days of purchase date. This warranty will be given to the original purchaser when accompanied by a proof of date and place of purchase.

TRANSFER

1. Warranty coverage for non-commercial applications may be transferred to a subsequent user for the remainder of the unused portion of this warranty upon proper registration of the product (Transfer fees may be applicable. Please contact NMPP for more details).
2. Repairs will not be covered if the warranty is not transferred prior to repairs being performed.

WHAT NMPP WILL DO

1. Warranty items will be repaired at no charge for both parts and labor. Any needed repairs will be made with new or remanufactured parts, at NMPP's discretion.
2. NMPP reserves the right to change or improve the design of any NMPP product without assuming any obligation to modify any such units previously manufactured.

THROUGHOUT THE ENTIRE TERM OF THIS LIMITED WARRANTY, NMPP SHALL NOT BE LIABLE FOR ANY INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES, LOSS OF USE, INCONVENIENCE, TRANSPORTATIONS COSTS, AND/OR COMMERCIAL LOSS. NOTE: Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply. To fully understand the warranty coverage please contact NMPP.

OTHER WARRANTY TERMS AND RIGHTS UNDER STATE LAWS
ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED TO THE TERMS AND CONDITIONS OF THIS WRITTEN

LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS OF HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE. THIS WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS, AND ANY ADDITIONAL RIGHTS MAY VARY FROM STATE TO STATE, IN NO EVENT SHALL THE LIABILITY OF NMPP UNDER THIS LIMITED WARRANTY EXCEED THE ORIGINAL COST OF THE PRODUCT, EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW.

CANADA CUSTOMERS:

OTHER WARRANTY TERMS AND CONDITIONS

LIMITATIONS: EXCEPT AS EXPRESSLY SET OUT IN THIS LIMITED WARRANTY. THERE ARE NO OTHER CONDITIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

UNDER PROVINCIAL AND TERRITORIAL LAWS THE LIMIT OF NMPP LIABILITY FOR ANY DIRECT DAMAGES WILL NOT IN THE AGGREGATE

EXCEED THE PURCHASE PRICE PAID FOR THE TOHATSU MARINE OUTBOARD MOTOR, NMPP WILL NOT BE LIABLE IN ANY WAY WHATSOEVER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS REVENUE, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.