

## **MSA Marine-Systems GmbH**

### **Basic limited Warranty definitions**

All Tunneldrives produced and sold by MSA Marine-Systems GmbH are covered under a two year limited warranty for recreational planing crafts, used only and exclusively for pleasure and recreation, as long as the maximum power- and rotationspeed of the engine used with the drives will not exceed the limit of the drive.

Drives delivered by MSA Marine-Systems GmbH that are used for workboat-applications are not covered under these basic limited warranty.

#### **Pleasure craft rating definition**

Intended for use in variable load applications with very large variations in engine speed and power and where full power is limited to 1 hour out of every 12 hours of operation.

Reduced power must be at or below 500 rpm of the maximum rated rpm.

Average operating hours limit is 500 hours per year.

Typical hull forms are planning hulls.

Typical applications are privat, non-commercial, non-charter sport- or leisure activities.

#### **What is covered under MSA´s warranties**

The basic limited warranty covers the cost of all parts needed to repair of any defective item on your drive supplied by MSA Marine-Systems GmbH, that is defective in material, workmanship or factory preparation. There is no list of covered parts since the only exception is propellers.

#### **When it begins**

The Basic Limited Warranty begins on either of the following dates, whichever is earlier:

- the date you take delivery of the drive; or
- the date when the drive was first put into service — for example, as a dealer “demo”.

## **When It Ends**

The Basic Limited Warranty lasts for 24 months from the date it begins or for 1000 hours on the engine hour indicator, whichever occurs first.

## **Items Covered by Other Warranties**

The following are covered by separate warranties offered by their makers. They are **not covered** by the Basic Limited Warranty:

- propellers; or
- items added or changed after the drive left MSA Marine-Systems GmbH's manufacturing plant, such as accessories or protection products, or items changed because of customization.

## **What's Not Covered**

### **Modifications Not Covered**

Your warranties don't cover any part that MSA Marine-Systems GmbH didn't supply or is not certified for use on your drive. Nor do they cover the costs of any repairs or adjustments that might be caused or needed because of the installation or use of non-MSA Marine-Systems parts, components, equipment, materials, or additives.

Performance or racing parts are considered to be non-MSA Marine-Systems parts. Repairs or adjustments caused by their use are not covered under your warranties.

Examples of the types of alterations not covered are:

- installing accessories — except for genuine MSA Marine-Systems GmbH accessories installed by an authorized MSA Marine-Systems dealer;
- applying rustproofing or other protection products.

### **Environmental Factors Not Covered**

Your warranties don't cover damage caused by environmental factors such as airborne fallout, chemicals, acid rain, and water hazards. Nor do your warranties cover damage caused by hailstorms, windstorms, tornadoes, sandstorms, lightning, floods, and earthquakes.

Your warranties do not cover conditions resulting from anything impacting the drive. This includes cracks in the housing, scratches and chips in painted surfaces, or damage from collision.

### **Maintenance Costs Not Covered**

Your warranties don't cover the costs of repairing damage caused by poor or improper maintenance. Nor do they cover damage caused by the use of contaminated oil or grease, or by the use of oils, lubricants, cleaners or fluids other than those recommended in your Owner's Manual.

The warranties don't cover the costs of your drives's normal or scheduled maintenance — the parts and services that all drives routinely need.

Some of these parts and services, which your warranties don't cover, include:

- lubrication;
- cleaning and polishing;

### **Incidental and Consequential Damages Not Covered**

Your warranties don't cover any incidental or consequential damages connected with your drives's failure, either while under warranty or afterward.

Examples of such damages include:

- lost time;
- inconvenience;
- the loss of the use of your drive;
- the cost of rental vehicles, towing, gasoline, telephone, travel, or lodging;
- the loss of personal or commercial property; and
- the loss of revenue.

### **Other Exclusions**

Your warranties don't cover the costs of repairing damage or conditions caused by any of the following:

- fire or accident;
- abuse or negligence;
- misuse — for example, driving in wasted water or overloading;
- use of used parts, even if they were originally supplied by MSA Marine-Systems (however, authorized MSA Marine-Systems remanufactured parts are covered);
- damage from external objects;
- any changes made to your drive that don't comply with MSA Marine-Systems GmbH specifications; or
- using any fluid that doesn't meet the minimum recommendations in your Owner's Manual.

## **Restricted Warranty**

Your warranties can also be restricted by MSA Marine-Systems GmbH. MSA Marine-Systems may restrict the warranty on your drive if the drive is not properly maintained, or if the drive is abused or neglected, and the abuse or neglect interferes with the proper functioning of the drive. If the warranty is restricted, coverage may be denied or subject to approval by MSA Marine-Systems before covered repairs are performed.

## **Pre-Delivery Service**

A defect in or damage to the mechanical, electrical, paint, trim, and other components of your drive may have occurred at the factory or while it was being shipped to the dealer.

Such a defect or damage is usually detected and corrected at the factory. In addition, dealers must inspect each drive before delivery. They repair any defects or damage detected before the drive is delivered to you.

## **Production Changes**

MSA Marine-Systems GmbH and its dealers reserve the right to make changes in drives built or sold by them at any time without incurring any obligation to make the same or similar changes on drives previously built or sold.

## **Special extended warranty coverage**

### **Racing**

MSA Marine-Systems GmbH grants you an special extended warranty coverage for drives that are used for racing applications, as long as the maximum power- and rotationspeed of the engine used with the drives will not exceed the limit of the drive.

The special extended warranty lasts for 60 days from the date of installation or for 30 hours on the engine hour indicator, whichever occurs first.

## **Optional Service Contract**

MSA Marine-Systems GmbH's optional service contracts offer valuable protection against repair costs when these warranties don't apply. They complement but don't replace the warranty coverages outlined in this booklet. Several plans are available, covering various time-and-mileage periods and various sets of components especially for workboat-applications.

Ask your dealer for details.

## **General Information**

It's your responsibility to properly maintain and operate your new drive. Follow the instructions contained in the General and Scheduled Maintenance Service guidelines in your Owner's Manual. Regular, scheduled maintenance is essential to trouble-free operation. If there is a dispute between you and MSA Marine-Systems GmbH ("MSA") concerning your maintenance of your drive, MSA Marine-Systems will require you to provide proof that your drive was properly maintained.

## **Where to Go For Maintenance**

MSA Marine-Systems GmbH recommends that you return to the dealer from whom you bought your drive for all maintenance service both during and after the warranty periods. Although you can get warranty service from any dealer who sells your particular make, returning to your selling dealer will help ensure that all your service needs are met and that you're completely satisfied. The dealership technicians are specifically trained to proficiently perform maintenance and repair procedures on your MSA Marine-Systems GmbH drives.

Authorized MSA Marine-Systems dealers will help ensure that all your service needs are met and that you're completely satisfied. MSA Marine-Systems GmbH strongly recommends you use genuine MSA Marine-Systems GmbH parts to maintain your drive.