## ROTAX<sup>®</sup> S115 AND S150 ENGINES, FEATURING STEALTH™ TECHNOLOGY



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# MODELS AND LANGUAGES

## Available Languages

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Svenska	Denna bok kan finnas tillgänglig på ditt språk. Kontakta din återförsäljare eller gå till: <b>www.operatorsguides.brp.com</b>

Model	Power
S115HXF	115 HP
S150XF	150 HP
S150XP	150 HP
S150XS	150 HP

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# WARRANTY INFORMATION

## BRP US INC. LIMITED WARRANTY - USA AND CANADA

FOR 2024 ROTAX® S OUTBOARD ENGINES.

#### SCOPE OF THE LIMITED WARRANTY

BRP US Inc. ("BRP") warrants its model-year 2024 *Rotax*<sup>®</sup> *S* outboard engines ("Product") which are incorporated into boats made by authorized manufacturers and sold through authorized dealers ("Dealer") in the fifty United States and Canada from defects in material or workmanship for the period and under the conditions described below.

All genuine Rotax<sup>®</sup> Systems, parts, and accessories, including but not limited to iDock, propellers, gauges, oil tanks, remote controls, wiring, and key switches installed by an authorized OEM Distributor/Dealer at the time of delivery of the product bear the standard BRP limited ENGINE warranty for Rotax genuine parts and components.

Non-factory installed parts and accessories are not covered under this limited warranty. Please refer to the applicable parts and accessories limited warranty text.

This limited warranty will become null and void if:

- The Product was used for racing or any other competitive activity, at any point, even by a previous owner; or
- The Product has been altered or modified in such a way so as to adversely affect its operation, performance or durability; or
- The Product has been altered or modified to change its intended use, horsepower or emission levels.

### LIMITATIONS OF LIABILITY

THIS WARRANTY IS EXPRESSLY GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, IN-CLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANT-ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT THEY CANNOT BE DISCLAIMED, THE IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIFE OF THE EXPRESS WAR-RANTY. INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EX-CLUDED FROM COVERAGE UNDER THIS WARRANTY. SOME STATES/ PROVINCES 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 RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH MAY VARY FROM STATE TO STATE, OR PROVINCE TO PROVINCE.

Neither the boat manufacturer, distributor, dealer or any other person has been authorized to make any affirmation, representation or warranty regarding the product, other than those contained in this limited warranty, and if made, shall not be enforceable against BRP. BRP reserves the right to modify this warranty at any time, being understood that such modification will not alter the warranty conditions applicable to the products sold while this warranty is in effect.

## **EXCLUSIONS - ARE NOT WARRANTED**

The following are not warranted under any circumstances:

- Manitou boat systems, please see Manitou Warranty Guide for further details;
- Normal wear and tear;
- Routine maintenance parts and services including but not limited to: maintenance requirements, oil changes, lubrication, valve and linkage adjustments and replacement of fuses, zinc anodes, thermostats, timing belts, filters, impellers;
- Damage caused by improper or lack of installation, maintenance, winterization and/or storage, failure to follow the procedures and recommendations in the Operators Guide;
- 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 Product or adversely affect its operation, performance, or durability, or resulting from repairs done by a person that is not an Authorized Dealer (as described below);
- Damage caused by abuse, abnormal use, neglect, or operation of the product in a manner inconsistent with the recommended operation described in the Operator's Guide;
- Damage resulting from external damage, accident, submersion, water ingestion, fire, theft, vandalism or any act of God;
- Operation without proper fuel, oil or lubrication, or with fuels, oils or lubricants which are not suitable for use with the Product (see the Operator's Guide);
- Damage from rust or corrosion (see Corrosion Warranty Statement);
- Cosmetic or paint changes due to exposure to the elements.
- Damage from cooling system blockage by foreign material;
- Incidental or consequential damages, or damages of any kind including without limitation towing, storage, telephone, rental, taxi, inconvenience, insurance coverage, loan payments, loss of time, loss of income.

## WARRANTY COVERAGE PERIOD

This limited warranty will be in effect from the date of delivery to the first retail consumer or the date the Product is first put to use, whichever occurs first and for the applicable period below:

- 1. THIRTY-SIX (36) CONSECUTIVE MONTHS or 750 HOURS, whichever comes first, for private, recreational use; or
- TWELVE CONSECUTIVE MONTHS or 750 HOURS, whichever comes first, for commercial use. The Product is used commercially when it is used in connection with generating income or any work or employment during any part of the warranty period. 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.
- 3. For emission related components; please also refer to the U.S. EPA EMIS-SION-RELATED WARRANTY contained herein.
- 4. For Products produced by BRP for sale in the state of California that are originally sold to a resident or subsequently warranty registered to a resident of the State of California, please also refer to the applicable California Emissions Control Warranty Statement contained herein.

In cases where the delivery date is not established to BRP's satisfaction, the date of sale will be used to determine the warranty start date. The repair or replacement of parts or the performance of service to Product under this warranty does not extend the life of this limited warranty beyond its original expiration date.

For all genuine parts and accessories installed on the Product by an authorized Dealer at the time of sale, reference the BRP parts and accessories limited Warranty Statement.

## CONDITIONS REQUIRED FOR WARRANTY COVERAGE

This warranty coverage is available **only** if **each** of the following conditions has been fulfilled:

- The Product must be purchased as new and unused by its first owner from a dealer authorized to distribute the Product in the country in which the sale occurred;
- The Product was purchased during its model year or in the 5 year following the stop of production of that model year.
- The BRP specified pre delivery inspection process must be completed and documented by the purchaser and authorized Dealer;
- The Product must have undergone proper registration by an authorized Dealer;
- Only the original purchaser and any subsequent owners who reside in the United States and Canada and have purchased Product from an authorized Dealer located in Canada or in the United States are eligible for warranty registration and warranty coverage hereunder; and
- Routine maintenance outlined in the Operator's Guide must be timely performed in order to maintain warranty coverage. BRP reserves the right to make warranty coverage contingent upon proof of proper maintenance.

BRP will not honor this limited warranty to any private use owner or commercial use owner if one of the preceding conditions has not been met. Such limitations are necessary in order to allow BRP to protect the safety of its products, its consumers and the general public.

### WHAT TO DO TO OBTAIN WARRANTY COVERAGE

The user must cease using the Product upon the appearance of an anomaly. The registered owner must notify an authorized Dealer within two (2) days of the appearance of a defect. BRP is not responsible for damages caused by the use of a Product after the appearance of a defect. Owner must bring Product, including any defective part therein, within the warranty period, and must provide Dealer with reasonable opportunity to repair the defect. The expenses of transporting Product to and from Dealer for warranty service are to be borne by the owner. Owner is required to sign the repair work order prior to the start of the repair in order to validate the warranty repair. All parts replaced under this warranty become the property of BRP.

## WHAT BRP WILL DO

BRP's obligations under this warranty are limited to, at its sole discretion, repairing or replacing parts found defective under normal use, maintenance and service without charge for parts and labor, at any authorized BRP dealer during the

warranty coverage period under the conditions described herein. No claim of breach of warranty shall be cause for cancellation or rescission of the sale of the Product to the owner.

In the event that service is required outside of the country of original sale, the owner will bear responsibility for any additional charges due to local practices and conditions, such as, but not limited to, freight, insurance, taxes, license fees, import duties, and any and all other financial charges, including those levied by governments, states, territories and their respective agencies.

BRP reserves the right to improve or modify products from time to time without assuming any obligation to modify products previously manufactured.

#### TRANSFERS

If the ownership of Product is transferred during the warranty coverage period, this warranty, subject to its terms and conditions, shall also be transferred and be valid for the remaining coverage period provided that BRP or an authorized Dealer receives a proof that the former owner agreed to the transfer of ownership, in addition to the coordinates of the new owner.

#### CONSUMER ASSISTANCE

In the event of a controversy or a dispute in connection with this BRP limited warranty, BRP suggests that you try to resolve the issue at the dealership level. We recommend discussing the issue with the Authorized Dealer's service manager or owner.

If the matter still remains unresolved, contact BRP by filling out the customer contact form at www.brp.com or contact BRP by mail at one of the addresses listed under the *CONTACT US* section of this guide.

# US EPA EMISSION-RELATED WARRANTY

BRP US Inc. ("BRP") warrants to the ultimate purchaser and each subsequent purchaser that this new engine, including all parts of its exhaust emission control system and its evaporative emission control system, meets two conditions:

- 1. It is designed, built, and equipped so it conforms at the time of sale to the ultimate purchaser with the requirements of 40 CFR 1045 and 40 CFR 1060.
- 2. It is free from defects in materials and workmanship that may keep it from meeting the requirements of 40 CFR 1045 and 40 CFR 1060.

Where a warrantable condition exists, BRP will repair or replace, as it elects, any part or component with a defect in materials or workmanship that would increase the engine's emissions of any regulated pollutant within the stated warranty period at no cost to the owner, including expenses related to diagnosing and repairing or replacing emission-related parts. All defective parts replaced under this warranty become the property of BRP.

For all emission-related warranty claims, BRP is limiting the diagnosis and repair of emission-related parts to the authorized BRP dealers, unless for emergency repairs as required by item 2 of the following list.

As a certifying manufacturer, BRP will not deny emission-related warranty claims based on any of the following:

- 1. Maintenance or other service performed by BRP or BRP's authorized facilities.
- 2. Engine/equipment repair work that an operator performed to correct an unsafe, emergency condition attributable to BRP, as long as the operator tries to restore the engine/equipment to its proper configuration as soon as possible.
- 3. Any action or inaction by the operator unrelated to the warranty claim.
- 4. Maintenance that was performed more frequently than BRP specifies.
- 5. Anything that is BRP's fault or responsibility.
- 6. The use of any fuel that is commonly available where the equipment operates unless BRP written maintenance instructions state that this fuel would harm the equipment's emission control system and operators can readily find the proper fuel. See the Maintenance Information section and the Fuel Requirements section.

#### **Emission-Related Warranty Period**

The emission-related warranty is valid for the following period, whichever comes first:

	Hours	Months
Exhaust emission-related components	175	60
Evaporative emission-related components	N/A	24

### **Components Covered**

The emission-related warranty covers all components whose failure would increase an engine's emissions of any regulated pollutant, including the following listed components:

- 1. For exhaust emissions, emission-related components include any engine parts related to the following systems:
  - Air-induction system
  - Fuel system
  - Ignition system
  - Exhaust gas recirculation systems
- The following parts are also considered emission-related components for exhaust emissions:
  - After-treatment devices
  - Crankcase ventilation valves
  - Sensors
  - Electronic control units
- 3. The following parts are considered emission-related components for evaporative emissions:
  - Fuel tank
  - Fuel cap
  - Fuel line
  - Fuel line fittings
  - Clamps\*
  - Pressure relief valves\*
  - Control valves\*
  - Control solenoids\*
  - Electronic controls\*
  - Vacuum control diaphragms\*
  - Control cables\*
  - Control linkages\*
  - Purge valves
  - Vapor hoses
  - Liquid/ vapor separator
  - Carbon canister
  - Canister mounting brackets
  - Carburetor purge port connector

#### NOTE:

\* As related to the evaporative emission control system.

4. Emission-related components also include any other part whose only purpose is to reduce emissions or whose failure will increase emissions without significantly degrading engine/equipment performance.

#### **Limited Applicability**

As a certifying manufacturer, BRP may deny emission-related warranty claims for failures that have been caused by the owner's or operator's improper maintenance or use, by accidents for which the manufacturer has no responsibility, or by acts of God. For example, an emission-related warranty claim need not be honored for failures that have been directly caused by the operator's abuse of the engine/ equipment or the operator's use of the engine/equipment in a manner for which it was not designed and are not attributable to the manufacturer in any way.

For any questions regarding your warranty rights and responsibilities or for the name and location of the nearest authorized BRP dealer, contact:

BRP US Inc. / Marine Propulsion Systems After Sales Support, P.O. Box 597 Sturtevant, WI 53177 1-844-345-4277 or visit www.brp.com

## CALIFORNIA EMISSIONS CONTROL WARRANTY STATEMENT

#### Your Emission Control Warranty Rights And Obligations

The California Air Resources Board and BRP US Inc. ("BRP") are pleased to explain the emission control system warranty on your model-year 2024 *ROTAX*<sup>®</sup> *S* outboard engine. In California, new outboard engines must be designed, built, and equipped to meet the State's stringent anti-smog standards. BRP must warrant the emission control system on your outboard for the periods of time listed below provided there has been no abuse, neglect, or improper maintenance of your outboard.

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, BRP will repair your outboard at no cost to you including diagnosis, parts, and labor provided that such work is performed by an authorized BRP dealer.

#### Manufacturers Limited Warranty Coverage

This emission limited warranty covers *ROTAX*<sup>®</sup> *S* outboard engines certified and produced by BRP for sale in California, that are originally sold in California to a California resident, or subsequently warranty-registered to a California resident. The BRP U.S. and Canada limited warranty conditions for BRP outboards are still applicable to these models with the necessary modifications.

Select emission control parts of your  $ROTAX^{\otimes}$  S outboard engine are warranted from the date of purchase by the first retail consumer or the date the product is first put to use, whichever occurs first, for a period of: 4 years or for 250 hours of use, whichever occurs first.

However, warranty coverage based on the hourly period is only permitted for outboards equipped with the appropriate hour meters or their equivalent. If any emission related part on your engine is defective under warranty, the part will be repaired or replaced by BRP.

Parts covered are:

1. Electrical System		
A. EMM (Engine Management Module)	B. Spark Plugs and Wires	
C. Ignition Coils	D. Wiring Harness	
2 Exhaust System		
A. Inner Exhaust Housing	B. Adapter (Exhaust Manifold)	
C. Megaphone (Inner Exhaust)	-	
3. Fuel System		
A. Fuel Lift Pump	B. Fuel Supply Pump	

CALIFORNIA EMISSIONS CONTROL WARRANTY STATEMENT

D. Vapor Separator		
-		
4. Air Induction System		
B. Throttle Body Assembly		
-		
5. Oil System		
B. Oil Lines, Fittings, and Clamps		
6. Sensors		
B. Crank Position Sensor		
D. Water Temperature Sensor		
-		
7. Gaskets		
-		

The emission warranty covers damage to other engine components that is caused by the failure of a warranted part.

The BRP Operator's Guide provided contains written instructions for the proper maintenance and use of your outboard. All emission warranty parts are warranted by BRP for the entire warranty period of the outboard, unless the part is scheduled for replacement as required maintenance in the Operator's Guide.

Emission warranty parts that are scheduled for replacement, as required maintenance, are warranted by BRP for the period of time before the first scheduled replacement date for that part. Emission warranty parts that are scheduled for regular inspection but not regular replacement are warranted by BRP for the entire warranty period of the outboard. Any emission warranty part repaired or replaced under the terms of this warranty statement is warranted by BRP for the remainder of the warranty period of the original part. All parts replaced under this limited warranty become the property of BRP.

Maintenance receipts and records should be transferred to each subsequent owner of the outboard.

#### **OWNER'S WARRANTY RESPONSIBILITIES**

As the outboard owner, you are responsible for the performance of the required maintenance listed in your Operator's Guide. BRP recommends that you retain all receipts covering maintenance on your outboard, but BRP cannot deny warranty solely for the lack of receipts or your failure to ensure the performance of all scheduled maintenance.

As the outboard owner, you should however be aware that BRP may deny you warranty coverage if your outboard or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

You are responsible for presenting your outboard to an authorized BRP dealer 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, or for the name and location of the nearest authorized BRP Dealer, you should contact the Retail Customer Service by filling out the customer contact form at *https://www.brp.com* or contact BRP by mail at one of the addresses listed under the *CONTACT US* section of this guide, or call at 1-844-345-4277.

## Star Rating System

Your *ROTAX*<sup>®</sup> *S* outboard engine has a special environmental label required by the California Air Resources Board. The label has one, two, three, or four stars.



#### The Star Label Means Cleaner Marine Engines

The symbol for cleaner marine engines.

#### **Cleaner Air and Water**

For a healthier lifestyle and environment.

#### **Better Fuel Economy**

Burns up to 30 to 40 percent less gas and oil than conventional carbureted two-stroke engines, saving money and resources.

#### Longer Emission Warranty

Protects consumer for worry free operation.

#### One Star – Low Emission

The one-star label identifies personal watercraft, outboard, sterndrive, and inboard engines that meet the Air Resource Board's Personal Watercraft and Outboard marine engine 2001 exhaust emission standards. Engines meeting these standards have 75% lower emissions than conventional carbureted two-stroke engines. These engines are equivalent to the U.S. EPA's 2006 standards for marine engines.

#### Two Stars – Very Low Emission

The two-star label identifies personal watercraft, outboard, sterndrive, and inboard engines that meet the Air Resources Board's Personal Watercraft and Outboard marine engine 2004 exhaust emission standards. Engines meeting these standards have 20% lower emissions than One Star – Low Emission engines.

#### Three Stars – Ultra Low Emission

The three-star label identifies engines that meet the Air Resources Board's Personal Watercraft and Outboard marine engine 2008 exhaust emission standards or the sterndrive and Inboard marine engine 2003 exhaust emission standards. Engines meeting these standards have 65% lower emissions than One Star – Low Emission engines.

#### Four Stars - Super Ultra Low Emission

The four-star label identifies engines that meet the Air Resources Board's sterndrive and inboard marine engine 2009 exhaust emission standards. Personal watercraft and outboard marine engines may also comply with these standards. Engines meeting these standards have 90% lower emission than One Star – Low Emission engines.

# CORROSION WARRANTY STATEMENT

#### BRP US INC. LIMITED CORROSION WARRANTY FOR ROTAX® S OUT-BOARD ENGINES

#### SCOPE OF THE LIMITED WARRANTY

BRP US Inc. ("BRP") warrants that each new *Rotax*<sup>®</sup> *S* outboard engine ("Product") that are incorporated into boats made by authorized manufacturers and sold by authorized distributors or dealers will not be rendered inoperative as a direct result of corrosion for the period of time described below.

#### LIMITATIONS OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EX-PRESSLY GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMI-TATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT THEY CANNOT BE DISCLAIMED, THE IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIFE OF THE EXPRESS WARRANTY. INCIDENTAL AND CON-SEQUENTIAL DAMAGES ARE EXCLUDED FROM COVERAGE UNDER THIS WARRANTY. SOME STATES/PROVINCES DO NOT ALLOW FOR THE DISCLAIMERS, LIMITATIONS AND EXCLUSIONS IDENTIFIED ABOVE, AS A RESULT, THEY MAY NOT APPLY TO YOU. THIS WAR-RANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH MAY VARY FROM STATE TO STATE, PROVINCE TO PROVINCE, OR COUNTRY TO COUNTRY.

Neither the boat manufacturer, distributor or dealer or any other person has been authorized to make any affirmation, representation or warranty regarding the product, other than those contained in this limited warranty, and if made, shall not be enforceable against BRP. BRP reserves the right to modify this warranty at any time, being understood that such modification will not alter the warranty conditions applicable to the products sold while this warranty is in effect.

## **EXCLUSIONS - ARE NOT WARRANTED**

The following are not warranted under any circumstances:

- Corrosion damage caused by stray electrical currents (e.g. on-shore power connections, nearby boats);
- Damage caused by improper application of copper based anti-fouling paints\*;
- Electrical system corrosion;
- Corrosion resulting from damage;
- Corrosion which causes purely cosmetic damage;
- Abuse or improper service;
- Corrosion to accessories, instruments, steering systems;
- Damage due to marine growth;
- Replacement parts (parts purchased by Owner); and
- Products used in commercial application or use. Commercial application or use is defined as any work or employment related to use of the Product, or any use of the Products which generates income, for any part of the warranty period, even if the Product is only occasionally used for such purposes.

\*Do not apply paint to the Product. In addition, care must be taken to avoid an electrical interconnection between the Product and any anti-fouling paint applied to the vessel.

## WARRANTY COVERAGE PERIOD

This limited corrosion warranty will be in effect for the same duration as the limited warranty applicable to the Product, as outlined in the applicable limited warranty statement for your area. The repair or replacement of parts, or the performance of service under this limited corrosion warranty, does not extend the life of this limited corrosion warranty beyond its original expiration date. Unexpired warranty coverage can be transferred to a subsequent (non-commercial use) purchaser upon proper registration of the Product.

## CONDITIONS REQUIRED FOR WARRANTY COVERAGE

This limited corrosion warranty is available **only** if **each** of the following conditions has been fulfilled:

- The Product must be purchased as new and unused by its first owner from an authorized Product dealer or distributor ("Dealer") authorized to distribute Products in the country which the sale occurred ;
- The Product was purchased during its model year or in the 5 years following the stop of production of that model year;
- The BRP specified pre-delivery inspection process must be completed and documented and signed by the Dealer and the purchaser ("Owner");
- The Product must have undergone proper registration by a Dealer;
- The Product must be purchased in the country in which the Owner resides;
- Corrosion prevention devices specified in the Operator's Guide must be in use on the boat; and
- Routine maintenance outlined in the Operator's Guide must be timely performed (including, without limitation, the replacement of sacrificial anodes, use of specified lubricants, and paint touch-up of nicks and scratches) in order to maintain warranty coverage. BRP reserves the right to make warranty coverage contingent upon proof of proper maintenance.

BRP will not honor this limited warranty to any private use owner or commercial use owner if one of the preceding conditions has not been met. Such limitations are necessary in order to allow BRP to preserve both the safety of its products, and also that of its consumers and the general public.

### WHAT TO DO TO OBTAIN WARRANTY COVERAGE

This limited corrosion warranty is available **only** if **each** of the following conditions has been fulfilled:

The registered Owner must notify an authorized dealer / distributor within two (2) days of the appearance of a defect. BRP is not responsible for damages caused by the use of a Product after the appearance of a defect. Owner must bring Product, including any defective part therein, to Dealer promptly after the appearance of the defect, and in any event, within the warranty period, and must provide Dealer with reasonable opportunity to repair the defect. The expenses of transporting Product to and from Dealer for warranty service are to be borne by the Owner.

Owner is required to sign the repair work order prior to the start of the repair in order to validate the warranty repair.

All parts replaced under this warranty become the property of BRP.

#### WHAT BRP WILL DO

BRP's sole and exclusive obligation under this limited corrosion warranty is limited to, at BRP's option, repairing a corroded part, replacing such part or parts, or refunding the purchase price of the Product. BRP reserves the right to improve or modify Products from time to time without assuming an obligation to modify Products previously manufactured.

In the event that service is required outside of the country of original sale, the owner will bear responsibility for any additional charges due to local practices and conditions, such as, but not limited to, freight, insurance, taxes, license fees, import duties, and any and all other financial charges, including those levied by governments, states, territories and their respective agencies.

#### TRANSFER

If the ownership of the Product is transferred during the limited warranty coverage period, this limited warranty, subject to its terms and conditions, shall also be transferred and be valid for the remaining coverage period provided that BRP is notified of such transfer of ownership in one of the following ways:

- The former Owner contacts BRP (at the phone number provided below);
- A Dealer transfers ownership using the BRP BOSSWeb<sup>™</sup> system; or
- BRP or a Dealer receives such other proof, acceptable to BRP, that the former Owner agreed to the transfer of ownership, in addition to the coordinates of the new Owner.

#### CONSUMER ASSISTANCE

In the event of a controversy or a dispute in connection with this BRP limited warranty, BRP suggests that you try to resolve the issue at the dealership level. We recommend discussing the issue with the authorized BRP dealer's service manager or owner.

If the matter still remains unresolved, contact BRP by filling out the customer contact form at www.brp.com or contact BRP by mail at one of the addresses listed under the *CONTACT US* section of this guide.

# BRP US INC. INTERNATIONAL LIMITED WARRANTY

#### FOR 2024 ROTAX® S OUTBOARD ENGINES

#### SCOPE OF THE LIMITED WARRANTY

BRP US Inc. ("BRP") warrants its model-year 2024 *Rotax*<sup>®</sup> *S* outboard engines ("Product") which are incorporated into boats made by authorized manufacturers and sold through authorized dealers/distributors ("Dealer") outside of the fifty United States, Canada, member states of the European Economic Area (which is comprised of the member states of the European Union plus the United Kingdom, Norway, Iceland and Liechtenstein) ("EEA"), member states of the Commonwealth of the Independent States (including Ukraine and Turkmenistan) ("CIS") and Turkey, from defects in material or workmanship for the period and under the conditions described below.

Non-factory installed parts and accessories are not covered under this limited warranty. Please refer to the applicable parts and accessories limited warranty text.

This limited warranty will become null and void if:

- 1. The Product was used for racing or any other competitive activity, at any point, even by a previous owner; or
- 2. The Product has been altered or modified in such a way so as to adversely affect its operation, performance or durability; or
- 3. The Product has been altered or modified to change its intended use, horsepower or emission levels.

#### LIMITATIONS OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EX-PRESSLY GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL WARRAN-TIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTIC-ULAR PURPOSE ARE LIMITED INDURATION TO THE LIFE OF THE EX-PRESS LIMITED WARRANTY. INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED FROM COVERAGE UNDER THIS WAR-RANTY. SOME COUNTRIES, PROVINCES, OR JURISDICTIONS DO NOT ALLOW FOR THE DISCLAIMERS, LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER EXCLUSIONS IDENTI-FIED ABOVE. AS A RESULT, THEY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH MAY VARY FROM COUNTRY TO COUNTRY.

Neither the boat manufacturer, distributor, dealer or any other person has been authorized to make any affirmation, representation or warranty regarding Product other than those contained in this limited warranty and, if made, shall not be enforceable against BRP.

BRP reserves the right to modify this warranty at any time, being understood that such modification will not alter the warranty conditions applicable to the Products sold while this warranty is in effect.

## **EXCLUSIONS - ARE NOT WARRANTED**

- Replacement of parts due to normal wear and tear;
- Routine maintenance parts and items, services, tune-ups, adjustments;
  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;
- 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 Product or adversely affect its operation, performance, or durability, or resulting from repairs done by a person that is not an Authorized Dealer (as described below);
- Damage caused by abuse, misuse, abnormal use, neglect, improper operation or operation of the Product in a manner inconsistent with the recommended operation described in the Operator's Guide;
- Damage resulting from external damage, accident, submersion, water ingestion, fire, theft, vandalism or any act of God;
- Operation with fuels, oils or lubricants which are not suitable for use with the product (see the Operator's Guide);
- Damage from rust or corrosion (see Corrosion Warranty Statement);
- Damages from cooling system blockage by foreign material;
- Damage caused by overheat in the exhaust system resulting from sand or debris;
- Cosmetic or paint changes due to exposure to the elements.
- Incidental or consequential damages, or damages of any kind including without limitation expense for gasoline, expense for transporting Product to and from Dealer, removal of Product from a watercraft and reinstallation, mechanic's travel time, in-and-out of water charges, slip or dock fees, trailering or towing, storage, telephone, cell phone, fax or telegram charges, rental of a like or replacement Product or watercraft during warranty 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 Product.

#### WARRANTY COVERAGE PERIOD

This limited warranty will be in effect from the date of delivery to the first retail consumer or the date the Product is first put to use, whichever occurs first, for a period of:

- 1. TWELVE (12) CONSECUTIVE MONTHS for private, recreational use. For AUSTRALIA and NEW ZEALAND only, SIXTY (60) CONSECUTIVE MONTHS for private, recreational use.
- 2. FOUR (4) CONSECUTIVE MONTHS for commercial use. This is a minimal warranty period which can be extended by any applicable warranty promotional program, as the case may be. The Product is used commercially when it is used in connection with generating income or any work or employment during any part of the warranty period. 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.

The repair or replacement of parts or the performance of service to under this warranty does not extend the life of this limited warranty beyond its original expiration date.

Note that the duration and any other modalities of the warranty coverage are subject to the applicable national or local legislation in the customer's country.

In cases where the delivery date is not established to BRP's satisfaction, the date of sale will be used to determine the warranty start date.

#### FOR PRODUCTS SOLD IN AUSTRALIA ONLY

Nothing in these Warranty terms and conditions should be taken to exclude, restrict or modify the application of any condition, warranty, guarantee, right or remedy conferred or implied under the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law or any other law, where to do so would contravene that law, or cause any part of these terms and conditions to be void. The benefits given to you under this limited warranty are in addition to other rights and remedies that you have under Australian law.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

## CONDITIONS TO HAVE WARRANTY COVERAGE

This warranty coverage is available **only** if **each** of the following conditions has been fulfilled:

- The Product must be purchased as new and unused by its first owner from a Dealer authorized to distribute the Product in the country in which the sale occurred;
- The Product was purchased during its model year or in the 5 year following the stop of production of that model year.
- The BRP specified pre delivery inspection process must be completed and documented by the purchaser and authorized Dealer;
- The Product must have undergone proper registration of Product by an authorized Dealer;
- The Product must be purchased in the country or union of countries in which the purchaser resides.
- Routine maintenance outlined in the operator's guide must be timely performed in order to maintain warranty coverage. BRP reserves the right to make warranty coverage contingent upon proof of proper maintenance.

BRP will not honor this limited warranty to any private use owner or commercial use owner if one of the preceding conditions has not been met. Such limitations are necessary in order to allow BRP to protect the safety of its products, its consumers and the general public.

### WHAT TO DO TO OBTAIN WARRANTY COVERAGE

The customer must cease using the Product upon the appearance of an anomaly. The customer must notify an authorized Dealer within two (2) days of the appearance of a defect, provide it with reasonable access to the product and reasonable opportunity to repair it. The customer must also present to the authorized Dealer proof of purchase of the product and must sign the repair/work order prior to starting the repair in order to validate the warranty repair. All parts replaced under this warranty become the property of BRP.

Note that the notification period is subject to the applicable national or local legislation in customer's country.

#### WHAT BRP WILL DO

To the extent permitted by law, BRP's obligations under this warranty are limited to, at its sole discretion, repairing parts found defective under normal use, maintenance and service, or replacing such parts with new genuine BRP parts without charge for parts and labor, at any authorized distributor/dealer during the warranty coverage period under the conditions described herein. BRP's responsibility is limited to making the required repairs or replacements of parts. No claim of breach of warranty shall be cause for cancellation or rescission of the sale of the Product to the owner. You may have other legal rights which may vary from country to country.

In the event that service is required outside of the country of original sale, the owner will bear responsibility for any additional charges due to local practices and conditions, such as, but not limited to, freight, insurance, taxes, license fees, import duties, and any and all other financial charges, including those levied by governments, states, territories and their respective agencies.

BRP reserves the right to improve or modify products from time to time without assuming any obligation to modify products previously manufactured.

#### TRANSFER

If the ownership of a product is transferred during the warranty coverage period, this limited warranty, subject to its terms and conditions, shall also be transferred and be valid for the remaining coverage period provided BRP or an authorized Dealer receives a proof that the former owner agreed to the transfer of ownership, in addition to the coordinates of the new owner.

#### CONSUMER ASSISTANCE

In the event of a controversy or a dispute in connection with this BRP limited warranty, BRP suggests that you try to resolve the issue at the distributorship / dealership level. We recommend discussing the issue with the authorized BRP dealer's service manager or owner.

If the matter still remains unresolved, contact BRP by filling out the customer contact form at www.brp.com or contact BRP by mail at one of the addresses listed under the *CONTACT US* section of this guide.

#### BRP US INC. LIMITED WARRANTY FOR THE EUROPEAN ECONOMIC AREA, THE COMMONWEALTH OF THE INDEPENDENT STATES AND TURKEY

#### FOR 2024 ROTAX® SOUTBOARD ENGINES

#### SCOPE OF THE LIMITED WARRANTY

BRP US Inc. ("BRP") warrants its model-year 2024 *Rotax*<sup>®</sup> *S* outboard engines ("Product") which are incorporated into boats made by authorized manufacturers and sold through authorized dealers/distributors ("Dealer") in member states of the European Economic Area (which is comprised of the member states of the European Union plus the United Kingdom, Norway, Iceland and Liechtenstein) ("EEA"), in member states of the Commonwealth of the Independent States (including Ukraine and Turkmenistan) ("CIS") and Turkey from defects in material or workmanship for the period and under the conditions described below.

Non-factory installed parts and accessories are not covered under this limited warranty. Please refer to the applicable parts and accessories limited warranty text.

This limited warranty will become null and void if:

- 1. The Product was used for racing or any other competitive activity, at any point, even by a previous owner; or
- 2. The Product has been altered or modified in such a way so as to adversely affect its operation, performance or durability; or
- 3. The Product has been altered or modified to change its intended use, horsepower or emission levels.

#### LIMITATIONS OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EX-PRESSLY GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL WARRAN-TIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTIC-ULAR PURPOSE ARE LIMITED INDURATION TO THE LIFE OF THE EX-PRESS LIMITED WARRANTY. INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED FROM COVERAGE UNDER THIS WAR-RANTY. SOME COUNTRIES, PROVINCES, OR JURISDICTIONS DO NOT ALLOW FOR THE DISCLAIMERS, LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER EXCLUSIONS IDENTI-FIED ABOVE. AS A RESULT, THEY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH MAY VARY FROM COUNTRY TO COUNTRY.

Neither the boat manufacturer, distributor, dealer or any other person has been authorized to make any affirmation, representation or warranty regarding Product other than those contained in this limited warranty and, if made, shall not be enforceable against BRP.

BRP reserves the right to modify this warranty at any time, being understood that such modification will not alter the warranty conditions applicable to the Products sold while this warranty is in effect.

## EXCLUSIONS - ARE NOT WARRANTED

- Replacement of parts due to normal wear and tear;
- Routine maintenance parts and items, services, tune-ups, adjustments;
  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:
- 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 Product or adversely affect its operation, performance, or durability, or resulting from repairs done by a person that is not an Authorized Dealer (as described below);
- Damage caused by abuse, misuse, abnormal use, neglect, improper operation or operation of the Product in a manner inconsistent with the recommended operation described in the Operator's Guide;
- Damage resulting from external damage, accident, submersion, water ingestion, fire, theft, vandalism or any act of God;
- Operation with fuels, oils or lubricants which are not suitable for use with the product (see the Operator's Guide);
- Damage from rust or corrosion (see Corrosion Warranty Statement);
- Damages from cooling system or jet pump blockage by foreign material;
- Damage caused by overheat in the exhaust system resulting from sand or debris;
- Cosmetic or paint changes due to exposure to the elements.
- Incidental or consequential damages, or damages of any kind including without limitation expense for gasoline, expense for transporting Product to and from Dealer, removal of Product from a boat and reinstallation, mechanic's travel time, in-and-out of water charges, slip or dock fees, trailering or towing, storage, telephone, cell phone, fax or telegram charges, rental of a like or replacement Product or boat during warranty 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 Product.

## WARRANTY COVERAGE PERIOD

This limited warranty will be in effect from the date of delivery to the first retail consumer or the date the Product is first put to use, whichever occurs first, for a period of:

- 1. TWENTY-FOUR (24) CONSECUTIVE MONTHS for private, recreational use.
- FOUR (4) CONSECUTIVE MONTHS for commercial use. The Product is used commercially when it is used in connection with generating income or any work or employment during any part of the warranty period. 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.

The repair or replacement of parts or the performance of service to under this warranty does not extend the life of this limited warranty beyond its original expiration date.

BRP US INC. LIMITED WARRANTY FOR THE EUROPEAN ECONOMIC AREA, THE COMMONWEALTH OF THE INDEPENDENT STATES AND TURKEY

Note that the duration and any other modalities of the warranty coverage are subject to the applicable national or local legislation in the customer's country.

## CONDITIONS TO HAVE WARRANTY COVERAGE

This warranty coverage is available **only** if **each** of the following conditions has been fulfilled:

- The Product must be purchased as new and unused by its first owner from a Dealer authorized to distribute the Product in the country in which the sale occurred;
- The Product was purchased during its model year or in the 5 year following the stop of production of that model year.
- The BRP specified pre delivery inspection process must be completed and documented by the purchaser and authorized Dealer;
- The Product must have undergone proper registration of Product by an authorized Dealer;
- The Product must be purchased within the EEA by an EEA resident, in the CIS for residents of the countries comprised in such area and in Turkey for residents of Turkey; and
- Routine maintenance outlined in the operator's guide must be timely performed in order to maintain warranty coverage. BRP reserves the right to make warranty coverage contingent upon proof of proper maintenance.

BRP will not honor this limited warranty to any private use owner or commercial use owner if one of the preceding conditions has not been met. Such limitations are necessary in order to allow BRP to protect the safety of its products, its consumers and the general public.

## WHAT TO DO TO OBTAIN WARRANTY COVERAGE

The customer must cease using the Product upon the appearance of an anomaly. The customer must notify an authorized Dealer within two (2) months of the appearance of a defect, and provide it with reasonable access to the product and reasonable opportunity to repair it. The customer must also present to the authorized Dealer proof of purchase of the product and must sign the repair/work order prior to starting the repair in order to validate the warranty repair. All parts replaced under this warranty become the property of BRP.

Note that the notification period is subject to the applicable national or local legislation in customer's country.

## WHAT BRP WILL DO

To the extent permitted by law, BRP's obligations under this warranty are limited to, at its sole discretion, repairing parts found defective under normal use, maintenance and service, or replacing such parts with new genuine BRP parts without charge for parts and labor, at any authorized distributor/dealer during the warranty coverage period under the conditions described herein. BRP's responsibility is limited to making the required repairs or replacements of parts. No claim of breach of warranty shall be cause for cancellation or rescission of the sale of the Product to the owner. You may have other legal rights which may vary from country to country. In the event that service is required outside of the country of original sale, or for EEA residents, if service is required outside of the EEA, for CIS residents, if service is required outside of the CIS, the owner will bear responsibility for any additional charges due to local practices and conditions, such as, but not limited to, freight, insurance, taxes, license fees, import duties, and any and all other financial charges, including those levied by governments, states, territories and their respective agencies.

BRP reserves the right to improve or modify products from time to time without assuming any obligation to modify products previously manufactured.

## TRANSFER

If the ownership of a product is transferred during the warranty coverage period, this limited warranty, subject to its terms and conditions, shall also be transferred and be valid for the remaining coverage period provided BRP or an authorized Dealer receives a proof that the former owner agreed to the transfer of ownership, in addition to the coordinates of the new owner.

### CONSUMER ASSISTANCE

In the event of a controversy or a dispute in connection with this BRP limited warranty, BRP suggests that you try to resolve the issue at the distributorship / dealership level. We recommend discussing the issue with the authorized BRP dealer's service manager or owner.

If the matter still remains unresolved, contact BRP by filling out the customer contact form at www.brp.com or contact BRP by mail at one of the addresses listed under the *CONTACT US* section of this guide.

#### ADDITIONAL TERMS AND CONDITIONS FOR FRANCE

The following terms and conditions are applicable to products sold in France only:

The seller shall deliver goods that are complying with the contract and shall be responsible for defects existing upon delivery. The seller shall also be responsible for defects resulting from packaging, assembling instructions or the installation when it is its responsibility per the contract or if accomplished under its responsibility. To be compliant with the contract, the goods shall:

- 1. Be fit for normal use for goods similar thereto and, if applicable:
  - Correspond to the description provided by the seller and have the qualities presented to the buyer though sample or model;
  - Have the qualities that a buyer may legitimately expect considering the public declarations of the seller, the manufacturer of its representative, including in advertising or labeling; or
- 2. Have the characteristics mutually agreed upon as between the parties or be fit for the specific use intended by the buyer and brought to the attention of the seller and which accepted.

The action for failure to comply is prescribed after two years after delivery of the goods. The seller is responsible for the warranty for hidden defects of the goods sold if such hidden defects are rendering the goods unfit for the intended use, or

THE INDEPENDENT STATES AND TURKEY if they diminish its use in such a way that the buyer would not have acquired the goods or would have given a lesser price, had he known. The action for such hid-den defects shall be taken by the buyer within 2 years of the discovery of the defect.

# **CUSTOMER INFORMATION**

# DATA PRIVACY INFORMATION

Bombardier Recreational Products inc., its affiliates and subsidiaries ("BRP") is committed to protecting your privacy and support a general policy of openness about how we collect, use and disclose your personal information in the course of managing our relationship with you. More details can be found by visiting BRP's Privacy Policy at:

https://brp.com/en/privacy-policy.html or by scanning the QR Code below.

Please be assured that we have appropriate security measures in place to ensure that your personal information is protected against loss and unauthorized access.

Your personal information that may be collected by BRP, directly from you or from authorized dealers or authorized third parties, includes:

- Contact, Demographic & Registration Information (e.g., name, full address, phone number, email, gender, ownership history, language of communication)
- Vehicle Information (e.g., serial number, purchase and delivery date, unit usage, vehicle location and movements)
- Third Party Information (e.g., information received from BRP partners, joint-marketing activities information, social media)
- Technological Information (e.g., IP address, type of device, operating system, browser type, webpages you view, cookies and similar technologies when you use BRP or dealers' websites or mobile application)
- Interaction with BRP Information (e.g., information collected when you call BRP's in-house sales representatives, buy items on a BRP web Site, sign up for BRP emails, participate in BRP-sponsored contests and sweepstakes or attend BRP-sponsored events)
- Transactional Information (e.g., information necessary to handle returns, payment information when you purchase our products or services through our websites or mobile applications and other issues related to your purchase of BRP products)

This information may be used and processed for the following purposes:

- Safety & Security
- Customer Support for Sales & After Sales (e.g., complete or follow up with you about your purchase or maintenance)
- Registration & Warranty
- Communication (e.g., sending you a BRP satisfaction survey)
- Online Behavioural Advertising, Profiling and Location-Based Services (e.g., offer customized experience)
- Compliance & Dispute Resolution
- Marketing & Advertising
- Assistance (e.g., help with any delivery issues, handle returns, and other issues related to your purchase of BRP products).

We also may use personal information to generate aggregated or statistical data that no longer identifies you personally.

# Your personal information may be disclosed to the following: BRP, BRP's authorized dealerships, distributors, service providers, advertising & market research partners and other authorized third parties.

We may receive information about you from diverse sources, including third parties, such as BRP's authorized dealerships and partners, with whom we offer services or engage in joint-marketing activities. We may also receive information about you from social media platforms such as Facebook and Twitter, when you interact with us on those platforms.

Depending on the circumstances, your personal information may be communicated outside the region where you reside. Your personal information is retained only for as long as necessary for the purpose for which we obtained it and according to our retention policies.

To exercise your data privacy rights (e.g. right of access, right of rectification), to withdraw your consent in order to be removed from the address list for marketing purposes or for the satisfaction survey or for general data privacy questions, please contact BRP's Data Protection Officer at or by mail at **privacyofficer@brp.com** or by mail at:

BRP Legal Service, 726 St-Joseph, Valcourt, Quebec, Canada, J0E 2L0.

When BRP processes your personal information, they do so in compliance with its Privacy Policy available at: https://www.brp.com/en/privacy-policy. html or by using the following QR Code.



## **CONTACT US**

#### www.brp.com

#### Asia Pacific

Australia

Level 26 477 Pitt Street Sydney, NSW 2020

#### China

上海市徐汇区衡山路10号6号楼301 Rm 301, Building 6, No.10 Heng Shan Rd, Shanghai, China

#### Japan

21F Shinagawa East One Tower 2–16–1 Konan, Minato-ku-ku, Tokyo 108–0075

## New Zealand

Suite 1.6, 2–8 Osborne Street, Newmarket, Auckland 2013

#### North America

Canada 3200A, rue King Ouest, Suite 300 Sherbrooke (Québec) J1L 1C9

#### United States of America

10101 Science Drive Sturtevant, Wisconsin 53177

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