

**LIMITED
WARRANTY
INFORMATION**



OB No.003-41004-8 BX1



TOHATSU AMERICA CORPORATION

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1. THINGS YOU SHOULD KNOW ABOUT THE TOHATSU OUTBOARD ENGINE LIMITED WARRANTIES

PERIODIC MAINTENANCE SERVICE

Proper maintenance and care of the outboard engine is indispensable for safe usage and lower overall running costs. Periodic maintenance, as outlined in the Owner's Manual, have minimum requirements which should be performed at your initiative.

SERVICING DEALER

It is recommended that periodic maintenance and warranty service be performed by your selling Tohatsu Outboard Dealer since that dealer has a direct interest in your continued satisfaction.

NOTICE OF CHANGE OF ADDRESS

If your name and/or address have changed, or if you have become a subsequent owner, please be sure to send a postcard notifying Tohatsu America Corporation (TAC) of such changes at the address shown in Section 6 of this booklet. This action will enable us to accurately maintain our product ownership files in case we need to contact you in the future.

DESIGN CHANGE

Tohatsu has the right at any time to make changes to the design or specifications of any Tohatsu outboard engines without notice and without any obligation to make such changes on outboard engines that have been sold in the past.

Outboard & Dealer Record

Model: _____ **Serial Number:** _____

Owner Name: _____

Address: _____

Dealer Name: _____

Address: _____

Dealer Phone Number: _____

2. FOUR STROKE TOHATSU OUTBOARD ENGINE 5 YEAR LIMITED WARRANTY



WHAT IS COVERED

1. **TOHATSU AMERICA CORPORATION** (TAC) warrants each new Four Stroke Tohatsu Outboard Engine distributed by TAC, to be free from defects in both materials and workmanship for a period of **5 years (60 months)** from either the date of first retail sale or the date on which the outboard engine is first put into service, whichever occurs first, subject to the following limitations.
2. New Four Stroke Tohatsu Outboard Engines used at any time in commercial or rental applications are warranted for a period of **1 year (12 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 original purchaser providing evidence that the mandatory commercial maintenance checklist is performed. See Section 7 of this booklet "**PERIODIC MAINTENANCE SERVICE RECORDS**".
3. This limited warranty does not cover the components covered by the Emission Control System Limited Warranty in Section 4 of this booklet, those items listed under the caption "**WHAT IS NOT COVERED**" below, and the following:
 - a. The **second** through **fifth** year of this limited warranty is 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. Emission Control System Limited Warranty: TAC shall provide a 5 year (60 months) or 250 hours of operation, whichever occurs first, limited warranty for emission related components of Tohatsu Four Stroke Outboard Engines initially sold in the United States (excluding the state of California), or a 5 year (60 months) or 250 hours of operation, whichever occurs first, limited warranty for emission related components of Tohatsu Four Stroke Outboard Engines initially sold in the state of California. This Emission Control System Limited Warranty is applicable to 2001 and later model year Four Stroke Tohatsu Outboard Engines.

For more details, see Section 4 of this booklet "**TOHATSU OUTBOARD ENGINE EMISSION CONTROL SYSTEM LIMITED WARRANTY**".

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); and
 - 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. Any of the parts, materials or labor costs involved with required or recommended routine maintenance.
 - b. The following parts:
 - i. Anode, trim-tab, fuel filter, oil filter, air filter, spark plugs, shear-pin, propeller, propeller hubs, wire cable, drive belt, brushes for starter motor and power tilt motor; and
 - ii. Rubber goods, including the water pump impeller, fuel hoses, primer bulb assembly and vinyl pipe.
 - c. Damages or failures of the outboard engine 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 TAC;
 - v. Any unauthorized modification or 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; and
 - vii. Racing or speed contests.
 - viii. Water entering engine through the fuel intake, air intake, or exhaust system.
 - ix. The use of propeller(s) that do not allow the outboard motor to run in its recommended wide open throttle rpm range.

3. TOHATSU OUTBOARD ENGINE EMISSION CONTROL SYSTEM LIMITED WARRANTY

* For the BFT models, please refer to the “Emission Control System Warranty” section in outboards owner’s manual.

EPA Emissions Regulations

Outboards sold by Tohatsu America Corporation (TAC) in the United States are certified to the United States Environmental Protection Agency as conforming to the requirements of the regulations for the control of air pollution from new outboard engines. This certification is contingent on certain adjustments being set to factory standards. For this reason, the factory procedure for servicing the product must be strictly followed and, wherever practicable, returned to the original intent of the design.

Maintenance, replacement, or repair of the emission control devices and systems may be performed by any marine engine repair establishment or individual.

Engines are labeled with an Emission Control Information decal as permanent evidence of EPA certification.

U.S. EPA Emissions Limited Warranty

Consistent with the obligations created by 40 CFR Part 1045, Subpart B, TAC provides a five year or 175 hours of engine use, whichever occurs first, emission-related limited warranty to the retail customer that the outboard engine is designed, built, and equipped so as to conform at the time of sale with applicable regulations under section 213 of the Clean Air Act, and that the engine is free from defects in materials and workmanship which cause the outboard engine to fail to conform with applicable regulations. This emission-related limited warranty covers all the components listed in the Emission Control System Components.

Emission Control System Components (EPA/CARB)

The EPA and California emission-related limited warranty covers the following components:

Fuel System:	Carburetor/Mixer Assy./Throttle Body
	Fuel Injector
	Fuel Pump
	Fuel Feed Pump
	Pressure Regulator
	Water/Engine Temp Sensor
Intake System (Air Induction System)	Intake Manifold
	Throttle Position Sensor
	ISC Valve
	MAT Sensor
	MAP Sensor

Ignition System	Spark Plug
	Ignition Coil
	Pulsar Coil (Crank Position Sensor)
	Cam Angle Sensor
	Ignition Control Module (CD unit)/ECU
Evaporative Part	Fuel Tank Cap
	Tubings (Fuel Hose)
	Primer Bulb
	Integral Fuel Tank

The emission-related limited warranty does not cover components whose failure would not increase an outboard engine's emissions on any regulated pollutant.

California Emissions Limited Warranty

The California Air Resources Board has promulgated air emission regulations for outboard engines. The regulations apply to all outboard engines sold to retail consumers in California, and which are manufactured for the 2020 or 2021 model year. TOHATSU, in compliance with those regulations, provides this limited warranty for the emission control systems (see the components listed in the **Emission Control System Components**), and further warrants that the outboard engine was designed, built, and equipped to conform with all applicable regulations adopted by the California Air Resources Board pursuant to its authority in Chapters 1 and 2, Part 5, Division 26 of the Health and Safety Code. For information regarding the limited warranty for the non-emission related components of the outboard, please see the limited warranty statement for your outboard.

WHAT IS COVERED?

TOHATSU warrants the components of the emissions control systems (see the components listed in the **Emission Control System Components**) of its new, 2020 or 2021 model year outboards, sold by a California dealer to retail customers residing in California, to be free from defects in material or workmanship, that cause the failure of a warranted part to be identical in all material respects to that part as described in the application of TOHATSU for certification from the California Air Resources Board, for the period of time, and under the conditions, identified below. The cost to diagnose a warranty failure is covered under the warranty (if the warranty claim is approved). Damage to other engine components caused by the failure of a warranted part will also be repaired under warranty.

WHAT IS NOT COVERED?

The engine has been abused, neglected, or improperly maintained, and that such abuse, neglect, or improper maintenance was the direct cause of the need for the repair or replacement of the part.

DURATION OF COVERAGE:

This limited warranty provides coverage for the components of the emissions control systems of new, 2020 or 2021 model year outboards, sold to retail customers in California for four (4) years from either the date the product is first sold, or first put into service, or the accumulation of 250 hours of engine operation (as determined by the engine's hour meter, if any) whichever first occurs. Emission related normal maintenance items such as spark plugs and filters, that are on the warranted parts list, are warranted up to their first required replacement interval only. Refer to Emission Control System Components and Maintenance Schedule. The repair or replacement of parts, or the performance of service under this warranty, does not extend the life of this warranty beyond its original expiration date. Unexpired warranty coverage can be transferred to a subsequent purchaser. (See instructions on transfer of warranty.)

HOW TO OBTAIN WARRANTY COVERAGE:

The customer must provide TOHATSU with a reasonable opportunity to repair and reasonable access to the product for warranty service. Warranty claims shall be made by delivering the product for inspection to a TOHATSU dealer authorized to service the product. If purchaser cannot deliver the product to such a dealer, please notify TOHATSU. Then TOHATSU will arrange for the inspection and any covered repair. Purchaser, in that case, shall pay for all related transportation charges and/or travel time. If the service provided is not covered by this warranty, purchaser shall pay for all related labor and material, and any other expenses associated with that service. Purchaser shall not, unless requested by TOHATSU, ship the product or parts of the product directly to TOHATSU.

WHAT TOHATSU WILL DO?

TOHATSU sole and exclusive obligation under this warranty is limited to, at our expense and at our option, repairing or replacing defective parts with new or TOHATSU certified remanufactured parts, or refunding the purchase price of the TOHATSU product. TOHATSU reserves the right to improve or modify products from time to time without assuming an obligation to modify products previously manufactured.

WHAT IS NOT COVERED?

The use of nonTOHATSU parts for non warranty maintenance or repairs will not be grounds for disallowing other warranty work. The use of add on (as defined at section 1900 (b) (1) and (b) (10) of Title 13 of the California Code of Regulations) or modified parts not exempted by the California Air Resources Board may be grounds for disallowing a warranty claim at the discretion of TOHATSU. Failures of warranted parts caused by the use of a non exempted add on or modified part will not be covered.

California Emission Control Warranty Statement**YOUR WARRANTY RIGHTS AND OBLIGATIONS:**

The California Air Resources Board and TOHATSU are pleased to explain the emission control system warranty on your 2020 or 2021 model year outboard engine. In California, new outboard engines must be designed, built, and equipped to meet the State's stringent anti-smog standards. TOHATSU must warrant the emission control system on your outboard engine for the periods of time listed below, provided there has been no abuse, neglect, or improper maintenance of your outboard engine. 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, TOHATSU will repair your outboard engine at no cost to you, including diagnosis, parts, and labor.

MANUFACTURER’S WARRANTY COVERAGE:

Select emission control parts from model year 2001 and later outboard engines are warranted for four (4) years, or for 250 hours of use, whichever first occurs. However, warranty coverage based on the hourly period is only permitted for engines that are equipped with 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 TOHATSU.

OWNER’S WARRANTY RESPONSIBILITIES:

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

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

You are responsible for presenting your outboard engine to a TOHATSU authorized 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, you should contact TOHATSU at 1 469-771-3740

4. INFORMATION COMMON TO ALL LIMITED WARRANTIES

DEALER RESPONSIBILITIES

1. Any Authorized Tohatsu America Corporation Outboard Dealer will perform warranty repairs to your outboard engine.
2. The Authorized Tohatsu America Corporation Dealer from whom you purchased your outboard engine 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 Outboard Engine.

WHAT WARRANTY HOLDER MUST DO

1. Warranty holder must properly operate, maintain and care for the Tohatsu Outboard Engine as described and outlined in the Owner's Manual.
2. All Tohatsu Outboard Engines should be registered with TAC within 15 days of the purchase date.

TRANSFER

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

OBTAINING WARRANTY SERVICE

In order to obtain warranty service, you must take your Tohatsu Outboard Engine and proof of the original purchase date, at your expense, to any authorized Tohatsu America Corporation Outboard Dealer during normal business hours.

WHAT TAC 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 TAC's discretion. Unless otherwise provided in this booklet, repair or replacement of the defective items is your sole remedy under the applicable limited warranty. TAC is not responsible for any costs associated with transferring the defective items to an Authorized Tohatsu America Corporation Outboard Engine Dealer. All parts replaced under the applicable limited warranty become the property of TAC.
2. TAC reserves the right to change or improve the design of any TAC product without assuming any obligation to modify any such units previously manufactured.

THROUGHOUT THE ENTIRE TERM OF THE APPLICABLE LIMITED WARRANTY, TAC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL SPECIAL AND/OR PUNITIVE DAMAGES, LOST PROFITS, LOSS OF USE, INCONVENIENCE, TRANSPORTATION 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. If you have any questions about the warranty coverage please contact TAC.

OTHER LIMITED WARRANTY TERMS AND CONDITIONS

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE TERMS AND CONDITIONS OF THE APPLICABLE WRITTEN LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE. THE APPLICABLE LIMITED WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS, AND ANY ADDITIONAL RIGHTS MAY VARY FROM STATE TO STATE. IN NO EVENT SHALL THE LIABILITY OF TAC UNDER THE APPLICABLE LIMITED WARRANTY EXCEED THE ORIGINAL COST OF THE TOHATSU OUTBOARD ENGINE, EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW.

CANADA CUSTOMERS:

OTHER LIMITED WARRANTY TERMS AND CONDITIONS

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

UNDER PROVINCIAL AND TERRITORIAL LAWS THE LIMIT OF TAC LIABILITY FOR ANY DIRECT DAMAGES WILL NOT IN THE AGGREGATE EXCEED THE PURCHASE PRICE PAID FOR THE TOHATSU OUTBOARD ENGINE. TAC 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.

5.CONSUMER ASSISTANCE

Your complete satisfaction with your outboard engine is of primary concern to your Authorized Tohatsu Outboard Dealer and Tohatsu America Corporation (TAC). If a problem arises that you feel has not been handled satisfactorily, the following steps are suggested.

STEP 1.

Discuss the problem with the repairing dealership management first.
If you feel something more should be done and the dealer is unable to resolve the matter satisfactorily, then...

STEP 2.

Write the TAC Warranty Manager at:
Tohatsu America Corporation
670 South Freeport Parkway Suite 120
Coppell, Texas 75019
Phone: 469-771-3740
Fax: 469-771-3760

GIVE:

- Your name and address
- Daytime telephone number
- Model and serial number of your outboard engine
- Date of purchase
- Your Tohatsu Outboards Dealer's name
- Nature of problem

NOTE:

Your questions will most likely be resolved by your Authorized Tohatsu Outboard Dealer, utilizing his/her facilities, equipment and technical personnel.

6. PERIODIC MAINTENANCE SERVICE RECORDS

Please use this chart as a record of the work required as specified on the maintenance schedule in the Owner's Manual. All records should be given to any subsequent owner of the outboard engine.

Maintenance Schedule	Maintenance Performed	Date
Delivery Inspection		
Break in or 10 hrs		
3 months or 50 hrs		
6 months or 100 hrs		
9 months or 150 hrs		
12 months or 200 hrs		
15 months or 250 hrs		
18 months or 300 hrs		
21 months or 350 hrs		
24 months or 400 hrs		
27 months or 450 hrs		
30 months or 500 hrs		
33 months or 550 hrs		
36 months or 600 hrs		
39 months or 650 hrs		
42 months or 700 hrs		
45 months or 750 hrs		
48 months or 800 hrs		
51 months or 850 hrs		
54 months or 900 hrs		
57 months or 950 hrs		
60 months or 1000 hrs		

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