



STATE OF FLORIDA YAMAHA EXTENDED SERVICE CONTRACT YAMAHA Outboard Motors

ADMINISTERED in Florida by: Automotive Warranty Services of Florida, Inc.

PLEASE READ THIS CONTRACT CAREFULLY. IT CONTAINS THE ENTIRE AGREEMENT BETWEEN AUTOMOTIVE WARRANTY SERVICES OF FLORIDA, INC. AND YOU. THIS CONTRACT TAKES THE PLACE OF ANY OTHER WRITTEN OR ORAL STATEMENTS MADE TO YOU ABOUT YOUR COVERAGE UNDER THIS CONTRACT. THIS CONTRACT IS NOT AN INSURANCE POLICY. AUTOMOTIVE WARRANTY SERVICES OF FLORIDA, INC. DOES NOT AUTHORIZE ANYONE TO CREATE FOR IT ANY OBLIGATION THAT IS NOT CONTAINED IN THIS CONTRACT.

DEFINITIONS

Definitions of key words used in this contract (key words appear in **bold** type):

We, us and our: Automotive Warranty Services of Florida, Inc.

Yamaha and Genuine Yamaha: Yamaha Motor Corporation, U.S.A.

Y.E.S. Contract: this Yamaha Extended Service Contract which includes **your** name and the information about **your Yamaha motor**.

Declarations: the portion of the **Y.E.S. Contract** with information about the **customer** and the **covered motor**.

Customer, you, or your: the owner of record of the **motor** shown in the **Declarations** registered with **Yamaha**.

Storage: following the procedures outlined in the owner's manual for the **covered motor** under the section entitled "STORAGE."

Covered motor, motor or your motor: the Outboard Motor shown in the **Declarations**.

Yamaha Dealer: the authorized **Yamaha Dealer** who sold you this **Y.E.S. Contract**, or another franchised **Yamaha Dealer** who is authorized to repair the **covered motor**. For the name of the nearest participating **Yamaha Dealer**, call 1-714-761-7632.
New motor(s): a **motor** with a **Yamaha Limited Warranty** in effect at the time of **Y.E.S. Contract** sale. Refer to the Warranty Statement that came with **your** purchase.

Used motor(s): a **covered motor** sold by the **Yamaha Dealer** for which the **Yamaha Limited Warranty** has expired, and which meets specific eligibility requirements.

Limited Warranty: is the warranty which comes with the **motor** from **Yamaha** at no charge to the **customer**.

Pre-Existing Condition(s): defects on **used motors** which were present on the purchase date of the **Y.E.S. Contract**.

Breakdown or mechanical breakdown: the breakage or failure of a covered part caused by a defect or faulty workmanship from the manufacturer, making that covered part incapable of performing the function for which it was designed. The **covered motor** will be covered only for **mechanical breakdown(s)** which occur(s) in the United States. **Breakdown or mechanical breakdown** does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.

GENERAL PROVISIONS

This **Y.E.S. Contract** governs a specific agreement between AUTOMOTIVE WARRANTY SERVICES OF FLORIDA, INC. and the **customer** which is applicable exclusively to the **covered motor**. AUTOMOTIVE WARRANTY SERVICES OF FLORIDA, INC. will, without cost to the **customer**, and subject to the conditions and exclusions of this **Y.E.S. Contract**, repair or replace parts damaged as a result of a **mechanical breakdown** when the **covered motor** is made available for repairs at a **Yamaha Dealer**. **At Yamaha's discretion, replacement parts used in covered repairs will be Genuine Yamaha new, Genuine Yamaha remanufactured or parts of like kind and quality.**

CUSTOMER'S RESPONSIBILITY

Your Responsibility under this **Y.E.S. Contract** shall be to:

- Operate and maintain the **covered motor** as specified in the appropriate owner's manual.
- Give notice to a **Yamaha Dealer** of any and all apparent defects within ten (10) days after discovery, and make the **covered motor** available at that time for inspection and repairs at such **Yamaha Dealer's** place of business.
- The **customer** must either (a) use the maintenance log provided with the **Y.E.S. Contract** and have it verified by the **Yamaha Dealer** that performs the services or repairs; or (b) the **customer** must keep receipts and other records that show the dates, elapsed hours of use (if applicable), costs, services and repairs performed (including **storage**).
- The **customer** must follow **Yamaha** guidelines for the quality and type of fuel, oil and lubricants used. Failure to follow guidelines in the appropriate owner's manual may result in denial of certain claims.
- Follow the guidelines on **storage** of the **motor**. Failure to properly store **your motor** may result in denial of engine related **mechanical breakdown** claims.

LIMIT OF LIABILITY

AUTOMOTIVE WARRANTY SERVICES OF FLORIDA, INC.'S liability under the **Y.E.S. Contract** shall not exceed the actual cash value of the **covered motor** at the time of **mechanical breakdown** as determined by standard manuals for establishing **motor** value. THE TOTAL OF ALL CLAIMS PAID DURING THE TERM OF THE **Y.E.S. CONTRACT** SHALL IN NO EVENT EXCEED THE PRICE THE **CUSTOMER** PAID FOR THE **COVERED MOTOR**.

TRANSFER RIGHTS

This **Y.E.S. Contract** is transferable. To transfer the **Y.E.S. Contract** from you to the subsequent owner, it is required that a transfer of registration and inspection be performed by a **Yamaha Dealer**. This transfer of registration must take place within thirty (30) days of ownership change. At the time of transfer of registration, you will be required to provide all required maintenance receipts or the properly completed maintenance log to the new owner. There is no transfer fee to transfer this **Y.E.S. Contract**. For transfer procedures, contact the **Yamaha Dealer** who sold you this **Y.E.S. Contract** or **Automotive Warranty Services of Florida, Inc.**

THE TERM OF THE Y.E.S. CONTRACT

FOR NEW MOTORS

The term of the **Y.E.S. Contract** for your new motor is the **Yamaha Limited Warranty** period plus the number of months of **Y.E.S. coverage** purchased. **Yamaha Limited Warranty** periods vary. The **Y.E.S. Contract** term expires on the date shown in the **Declarations**.

FOR USED MOTORS

The term of the **Y.E.S. Contract** for your used **Yamaha motor** is the number of months of **Y.E.S. Contract** coverage purchased at the time of **used motor** sale, and is shown in the **Declarations**. The **used motor** is eligible **only** if the **Yamaha Dealer** sells (sold) you the **used motor** and the **Y.E.S. Contract** on the same day. The term begins on the date the **used motor** is sold to you by the **Yamaha Dealer** and expires when the time limit is reached. **Yamaha will not** provide coverage for **used motors** which are not sold by the **Yamaha Dealer**.

COVERAGE

During the term of the **Y.E.S. Contract**, any **Yamaha Dealer** will provide at no cost to you:

- Repair or Replacement of any part determined to be defective by AUTOMOTIVE WARRANTY SERVICES OF FLORIDA, INC. as a result of a **mechanical breakdown** subject to the **General** and **Specific Exclusions** contained in this **Y.E.S. Contract**. All parts replaced under this **Y.E.S. Contract** become the property of the **Yamaha Dealer**.
- TRAVEL AND RECREATION INTERRUPTION PROTECTION (TRIP): In the event a **mechanical breakdown** occurs, reimbursement of up to two hundred and fifty dollars (\$250.00) per occurrence will be provided for reasonable, legitimate expenses incurred because of the **mechanical breakdown**, such as food, lodging, phone calls, replacement motor rental, or other transportation. THIS BENEFIT DOES NOT COVER TOWING OR HAUL OUT FEES. THIS BENEFIT DOES NOT APPLY TO EXPENSES COVERED BY INSURANCE OR OTHER BENEFITS. This benefit applies during the **Limited Warranty** period as well as the **Y.E.S. Contract** period. To receive TRIP reimbursement the **customer** must submit valid receipts for eligible expenses to the **Yamaha Dealer** performing the repair of the **mechanical breakdown**.

GENERAL EXCLUSIONS

GENERAL EXCLUSIONS from this **Y.E.S. Contract** shall include any **mechanical breakdowns** caused by: competition or racing use; installation of parts or accessories that are not of like kind and quality to **Genuine Yamaha** parts; abnormal strain, neglect, or abuse; lack of proper maintenance, including **storage**; accident or collision damage; contact with foreign materials or submersion; damage due to growth of marine organisms on surfaces; damage due to improper transportation; damage due to rust or corrosion; modification to original parts.

SPECIFIC EXCLUSIONS

THIS **Y.E.S. CONTRACT** DOES NOT COVER:

- NORMAL WEAR AND TEAR ITEMS. Some examples are: water pump impeller; gaskets and rubber seals; anodes; brushes for the starter motor and power tilt motor; spark plugs, and fluids not required in conjunction with repairing a **mechanical breakdown**.
- Mechanical breakdown** caused by improper **storage**. The **customer** must have proof that proper **storage** procedures have been completed if requested by **Yamaha** in relation to a specific **mechanical breakdown**.
- If a particular **mechanical breakdown** is caused by operation or maintenance other than as shown in the applicable owner's manual, that **mechanical breakdown** will not be covered by this **Y.E.S. Contract**.
- Mechanical breakdown(s)** caused by parts that have failed due to improper maintenance.
- APPEARANCE-RELATED DAMAGE ON THE COWL, PAN, LOWER UNIT, AND EXHAUST HOUSING such as scratches; nicks; dents; fading paint and trim, tears, corrosion, gel coat stress cracks, and growth of marine organisms on surfaces.
- Peripheral equipment such as gauges, fuel tanks and hoses, remote control boxes, propellers, and wiring external from the **motor**.
- Mechanical breakdown(s)** while the **motor** is under the **Yamaha Limited Warranty** or when the component is covered by a manufacturer's modification or recall program.
- Damage from theft, fire, freezing, vandalism, riot, explosion, flood, hail, lightning, earthquake, windstorm, water or collision.
- Mechanical breakdown** or damage to ANY COMPONENT(S) caused by water, sand and/or corrosion, impact with any underwater object, weed ingestion or any other entanglement.
- Loss which occurs due to failure to maintain proper fluid and/or lubricant levels as specified by **Yamaha** or due to improper oil/gas mixture ratios.
- Damage due to alteration, modification or use of the **covered motor** not recommended by **Yamaha**.

- Damage due to failure of "non-stock" or modified parts.
- Motors** used for *commercial* purposes. Examples of commercial use are: rental, delivery, hauling for hire, police, harbor patrol, or emergency services. If a **motor** will be used to make a profit, it is considered commercial usage.
- NORMAL MAINTENANCE, ADJUSTMENTS, TUNE-UPS, PARTS OR LABOR NOT REQUIRED TO REPAIR A **MECHANICAL BREAKDOWN** OR FLUIDS NOT REQUIRED IN CONJUNCTION WITH REPAIRING A **MECHANICAL BREAKDOWN**.
- INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND INCLUDING LOSS OF USE.
- Failure to show proof of servicing may result in the denial of coverage.
- THIS **Y.E.S. CONTRACT** DOES NOT COVER REPAIR OR REPLACEMENT OF PISTONS AND/OR RINGS TO IMPROVE ENGINE COMPRESSION WHEN A **MECHANICAL BREAKDOWN** HAS NOT OCCURRED. LOSS OF ENGINE COMPRESSION IS NORMAL WEAR AND TEAR.
- Charges for transporting the **motor** to and from the **Yamaha Dealer**.
- FOR **USED MOTORS**, SEALS AND GASKETS ARE NOT COVERED, UNLESS THEY ARE REQUIRED TO REPAIR A **MECHANICAL BREAKDOWN** OF A PART OTHER THAN THE SEAL AND/OR GASKET.
- Pre-existing Conditions**. The **Y.E.S. Contract** on a **used motor** may not cover **pre-existing conditions**.

CLAIM PROCEDURE

In the event of a **mechanical breakdown**, you must follow these procedures:

Protect the **motor** to prevent further damage. Continued operation of the **motor** may result in damage that may not be covered by this **Y.E.S. Contract**. Return the **motor** within ten (10) days to the **Yamaha Dealer** who sold you this **Y.E.S. Contract**. If this is not possible, you can have the repairs done at another **Yamaha Dealer**. Provide the **Yamaha Dealer** with receipts for required maintenance or the validated maintenance log, if needed to authorize the repair.

When necessary, you will be required to authorize the **Yamaha Dealer** to tear down the **motor** for diagnostic evaluation. If there is not a **mechanical breakdown** covered by this **Y.E.S. Contract**, you are responsible for the COSTS OF DIAGNOSIS AND TEARDOWN.

NOTE: When the repair work is completed, be sure to have your **Y.E.S. Contract** and your maintenance records returned to you. Give the **Yamaha Dealer** your receipts for T.R.I.P. (if applicable) in order to be reimbursed.

FOR CLAIM SERVICE CALL:

Your nearest **Yamaha Dealer** or **Yamaha** (866) 894-1626.

CANCELLATION

Cancellation By The Customer

You may cancel this **Y.E.S. Contract** at any time. To cancel, you must mail this **Y.E.S. Contract** or provide written notice to the **Yamaha Dealer** who sold you this **Y.E.S. Contract** or to Automotive Warranty Services of Florida, Inc. If you cancel this **Y.E.S. Contract** within the first sixty (60) days, you will receive a 100% refund of the **Y.E.S. Contract** purchase price less any claims paid on the **Y.E.S. Contract**. If you cancel this **Y.E.S. Contract** after sixty (60) days, a pro-rata refund will be made based upon the time used, less an administrative fee of twenty-five dollars (\$25.00) or ten percent (10%) whichever is less. For **new motors**, the original date the **Yamaha Limited Warranty** went into effect is used to calculate the elapsed term of the **Y.E.S. Contract**. All refunds will be paid to you or to the lienholder, if applicable, by the **Yamaha Dealer** who sold you this **Y.E.S. Contract**.

Cancellation By Us

We may cancel this **Y.E.S. Contract** for any reason within the first sixty (60) days. After sixty (60) days, we may cancel this **Y.E.S. Contract**:

- if there has been a material misrepresentation or fraud at the time of sale of this **Y.E.S. Contract**;
- if the hour meter has been tampered with;
- if you have failed to maintain **your motor** as prescribed by the manufacturer;
- if you have not paid for the **Y.E.S. Contract**.

If we cancel this **Y.E.S. Contract**, you will receive 100% of the paid unearned pro-rata premium. For **new motors**, the original date the **Yamaha Limited Warranty** went into effect is used to calculate the elapsed term of the **Y.E.S. Contract**. All refunds will be paid to you or to the lienholder, if applicable, by the **Yamaha Dealer** who sold you this **Y.E.S. Contract**.

If this **Y.E.S. Contract** is financed, and **your motor** is a total loss or is repossessed, you authorize your lienholder to cancel this **Y.E.S. Contract** through your **Yamaha Dealer** to receive the refund.

ADMINISTERED BY:
AUTOMOTIVE WARRANTY SERVICES OF FLORIDA, INC.
175 W. Jackson Blvd.
Chicago, Illinois 60604
(866) 937-3983

TO REACH YAMAHA DIRECTLY CALL:
(866) 894-1626

Yamaha Motor Corporation, U.S.A.
Attn: Y.E.S.
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Cypress, CA 90630
11-425 Rev. 6/30/11

LICENSE #60023