



STATE OF FLORIDA YAMAHA EXTENDED SERVICE CONTRACT YAMAHA WATERCRAFT

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 vehicle.

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

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

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

Covered vehicle, vehicle, or your vehicle: the Watercraft 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 vehicle. For the name of the nearest participating Yamaha Dealer, call 1-714-761-7632.

New vehicle(s): a vehicle 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 vehicle(s): a covered vehicle 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 vehicle from Yamaha at no charge to the customer.

Hull and Deck Limited Warranty: (Yamaha Boats) the five (5) year warranty on the hull and deck of a new Yamaha Boat which comes with the vehicle from Yamaha at no charge to the customer. Refer to the Warranty Statement that came with your purchase.

Yamaha Boat Components Limited Warranty: the one (1) year warranty on everything except the hull and deck of a new Yamaha Boat which comes with the vehicle from Yamaha at no charge to the customer. Refer to the Warranty Statement that came with your purchase.

Pre-Existing Condition(s): defects on used vehicles 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 vehicle 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 vehicle. 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 vehicle 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 vehicle 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 vehicle 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 will result in denial of certain claims.
- Follow the guidelines on storage of the vehicle. Failure to properly store your vehicle 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 vehicle at the time of mechanical breakdown as determined by standard manuals for establishing vehicle 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 VEHICLE.

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 VEHICLES

The term of the Y.E.S. Contract for your new vehicle 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 VEHICLES

The term of the Y.E.S. Contract for your used Yamaha vehicle is the number of months of Y.E.S. Contract coverage purchased at the time of used vehicle sale, and is shown in the Declarations. The used vehicle is eligible *only* if the Yamaha Dealer sells (sold) you the used vehicle and the Y.E.S. Contract on the same day. The term begins on the date the used vehicle is sold to you by the Yamaha Dealer and expires when the time limit is reached. Yamaha *will not* provide coverage for used vehicles 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 vehicle rental, or other transportation. 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 breakdown 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: cables, hoses, fuses, spark plugs, batteries, replacement filters, light bulbs, impeller, impeller liner and intake grille, mats, bumpers, body seals or gaskets, anodes, control cables, 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.
- APPEARANCE-RELATED DAMAGE such as scratches, nicks, dents, fading paint and trim, tears, corrosion, and gel coat stress cracks, and growth of marine organisms on surfaces.
- AUDIO COMPONENTS.
- Mechanical breakdown while the vehicle is under the Yamaha Limited Warranty or the Yamaha Boat Components Limited Warranty or when the component is covered by a manufacturer's modification or recall program.
- For Yamaha Boats: the hull and deck on your new vehicle are covered by the Limited Warranty for a period of five (5) years. The Y.E.S. Contract does not provide coverage for the hull and deck.
- Damage from theft, fire, freezing, vandalism, riot, explosion, flood, hail, lightning, earthquake, windstorm, water and collision.
- Mechanical breakdown or damage to ANY COMPONENTS caused by water, sand and/or corrosion, or impact with underwater object.

- 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 vehicle not recommended by Yamaha.
- Damage due to failure of "non-stock" or modified parts.
- Vehicles used for commercial purposes. Examples of commercial use are: rental, delivery, hauling for hire, police, harbor patrol, or emergency services. If a vehicle will be used to make a profit, it is considered commercial usage.
- ADJUSTMENTS, TUNE-UPS, MAINTENANCE, 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 SERVICE 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.
- FOR USED VEHICLES, 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 vehicle may not cover pre-existing conditions.

CLAIM PROCEDURE

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

Protect the vehicle to prevent further damage. Continued operation of the vehicle may result in damage that may not be covered by this Y.E.S. Contract. Return the vehicle within 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 vehicle 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: 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 (800) 962-7926.

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 one hundred percent (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 vehicles, 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 vehicle as prescribed by the manufacturer;
- if you do not pay the Y.E.S. Contract charge.

If we cancel this Y.E.S. Contract, you will receive one hundred percent (100%) of the paid unearned pro-rata premium. For new vehicles, 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 by the Yamaha Dealer who sold you this Y.E.S. Contract.

If this Y.E.S. Contract is financed, and your vehicle 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:
(800) 962-7926

Yamaha Motor Corporation, U.S.A.
Attn: Y.E.S.
6555 Katella Ave.
Cypress, CA 90630