

STATE OF FLORIDA YAMAHA EXTENDED SERVICE RENEWAL CONTRACT YAMAHA ATV/GENERATOR

ADMINISTERED in Florida by: Service Saver, Inc.

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

DEFINITIONS

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

We, us and our: Service Saver, Inc.

Yamaha and Genuine Yamaha: Yamaha Motor Corporation

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

Original Y.E.S Contract: the Yamaha Extended Service Contract provided to the customer on the vehicle listed in the Declarations whose term is set to expire the day this Y.E.S. Renewal Contract becomes effective, which includes your name and the information about your Yamaha vehicle.

Declarations: the portion of the **Y.E.S. Renewal 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 ATV or Generator shown in the Declarations

Yamaha Dealer: the authorized Yamaha Dealer who sold you this Y.E.S. Renewal Contract, or another franchised Yamaha Dealer who is authorized to repair the covered vehicle. For me 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 Original Y.E.S. Contract sale. Refer to the Warranty Statement that came with your purchase.

Used vehicle(s): a vehicle sold by the Yamaha Dealer for which the Yamaha Limited Warranty was expired on the date of Original Y.E.S. Contract purchase and which met specific eligibility requirements.

Limited Warranty: is the warranty which came with the vehicle from Yamaha at no charge to the customer.

Pre-Existing Condition(s): defects on vehicles which were present on the purchase date of the Y.E.S. Renewal 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 countries in operating the production is prepartied. breakdown does not include the gradual reduction in operating performance caused by wear and tear where a failure has not

GENERAL PROVISIONS

This Y.E.S. Renewal Contract governs a specific agreement between Service Saver, Inc. and the customer which is applicable exclusively to the covered vehicle. SERVICE SAV-ER, INC. will, without cost to the **customer**, and subject to the conditions and exclusions of this **Y.E.S. Renewal 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, replace-ment parts used in covered repairs will be Genuine Yamaha new, Genuine Yamaha remanufactured or parts of like kind

CUSTOMER'S RESPONSIBILITY

Your Responsibility under this Y.E.S. Renewal 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. Renewal 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, mileage, 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.

SERVICE SAVER, INC.'s liability under the Y.E.S. Renewal Contract shall not exceed the actual cash value of the covered vehicle at the time of mechanical breakdown as dethe 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. RENEWAL CONTRACT SHALL IN NO EVENT EXCEED 50% OF THE ORIGINAL MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP) OF THE VEHICLE OR \$10,000.00, WHICHEVER IS LESS.

TRANSFER RIGHTS

This Y.E.S. Renewal Contract is transferable. To transfer the Y.E.S. Renewal 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. Renewal Contract. For transfer procedures, contact the Yamaha Dealer who sold you this Y.E.S. Renewal Contract or Service Saver. Inc.

THE TERM OF THE Y.E.S. RENEWAL CONTRACT

The term of the Y.E.S. Renewal Contract for your Yamaha vehicle is the number of months of Y.E.S. Renewal Contract coverage purchased and begins on the day your Original Y.E.S. Contract coverage expires. The Y.E.S. Renewal Contract term expires on the date shown in the Declarations.

COVERAGE

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

- Repair or replacement of any part determined to be defective by SERVICE SAVER, INC. as a result of a mechanical breakdown subject to the General and Specific Exclusions contained in this Y.E.S. Renewal Contract. All parts replaced under this Y.E.S. Renewal Contract become the property of the Yamaha Dealer.
- TOWING REIMBURSEMENT: In the event of a **mechanical breakdown**, a **towing reimbursement** of up to fifty dollars (\$50.00) per occurrence will be provided if TOWING IS NOT COVERED BY OTHER INSURANCE OR "MOTOR CLUB" BENEFIT. To receive towing reimbursement, the customer must submit valid receipts for the towing expense to the Yamaha Dealer performing the repair of the mechanical breakdown.
- TRAVEL AND RECREATION INTERRUPTION PROTEC-TION (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. 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. Renewal 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 improper transportation; damage due to rust or corrosion; modification to original parts.

SPECIFIC EXCLUSIONS THIS Y.E.S. RENEWAL CONTRACT DOES NOT COVER:

- NORMAL WEAR AND TEAR ITEMS. Some examples are: cables, hoses, fuses, spark plugs, batteries, replacement filters, light bulbs, anodes, control cables, tires, brake pads or shoes, brake rotors or drums, clutch plates, final drive chains/belts, final drive sprockets, 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 opera tion or maintenance other than as shown in the applicable owner's manual, that mechanical breakdown will not be covered by this Y.E.S. Renewal Contract.
- APPEARANCE-RELATED DAMAGE such as scratches, nicks, dents, fading paint and trim, tears, corrosion
- AUDIO COMPONENTS.
- Mechanical breakdown(s) while the vehicle is under the Yamaha Limited Warranty, the Original Y.E.S. Contract term, 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 and
- Mechanical breakdown or damage to ANY COMPO-NENTS 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.
 FAILURE OF FINAL DRIVE CHAINS/BELTS OR SPROCKETS, DAMAGE DUE TO FINAL DRIVE CHAIN/ FAILURE BELT BREAKAGE.
- Damage due to alteration, modification or use of the covered vehicle not recommended by Yamaha.

 12. Damage due to failure of "non-stock" or modified parts.

- 13. Vehicles used for commercial purposes. Examples of commercial use are: rental, delivery, hauling for hire, police, 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
- INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAM-AGES OF ANY KIND INCLUDING LOSS OF USE.
- 16. Failure to show proof of servicing may result in the denial of
- THIS BENEWAL SERVICE CONTRACT DOES NOT COV-ER 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.
- 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.
- 19. Pre-existing Conditions.
- 20. Used vehicle(s).

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. Renewal Contract**. Return the **vehicle** within 10 days to the Yamaha Dealer who sold you this Y.E.S. Renewal 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. Renewal Contract, you are responsible for the COSTS OF DIAGNOSIS AND TEARDOWN.

NOTE: Be sure to have your Y.E.S. Renewal 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 By The Customer
You may cancel this Y.E.S. Renewal Contract at any time. To cancel, you must mail this Y.E.S. Renewal Contract or provide written notice to the Yamaha Dealer who sold you this Y.E.S. Renewal Contract purchase price less any claims paid on the Y.E.S. Renewal Contract, If you cancel this Y.E.S. Renewal Contract within the first sixty (60) days, you will receive a one hundred percent (100%) refund of the Y.E.S. Renewal Contract purchase price less any claims paid on the Y.E.S. Renewal Contract. If you cancel this Y.E.S. Renewal 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 le ss. All refunds will be paid to you or to the lienholder, if applicable, by the Yamaha Dealer who sold you this Y.E.S. Renewal Con-tract.

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

- if there has been a material misrepresentation or fraud at the time of sale of this Y.E.S. Renewal 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. Renewal Contract charge.

If we cancel this Y.E.S. Renewal Contract, you will receive one hundred percent (100%) of the paid unearned pro-rata pre-mium. All refunds will be paid to you or to the lienholder by the Yamaha Dealer who sold you this Y.E.S. Renewal Contract.

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

> ADMINISTERED BY: SERVICE SAVER, INC. 175 W. Jackson Blvd. Chicago, Illinois 60 (866) 937-3983 , Illinois 60604

TO REACH YAMAHA DIRECTLY CALL:

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

LICENSE #80173