

STATE OF WASHINGTON YAMAHA EXTENDED SERVICE CONTRACT YAMAHA MOTORCYCLE AND SCOOTER

PLEASE READ THIS CONTRACT CAREFULLY. IT CONTAINS THE ENTIRE AGREEMENT BETWEEN YAMAHA MOTOR CORPORATION, U.S.A. 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. YAMAHA MOTOR CORPORATION, U.S.A. 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):

Yamaha, Genuine Yamaha, we or our: Yamaha Motor Corporation, U.S.A. (Service Contract Provider).

Y.E.S. Contract: this Yamaha Extended Service Contract which includes Your name and the information about Your Yamaha Vehicle.

Declarations: that portion of the Y.E.S. Contract with information about the Customer and the Identified Vehicle.

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

Covered vehicle or vehicle or your vehicle: the Motorcycle or Scooter 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.

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 Identified Vehicle will be covered only for Mechanical Breakdown(s) which occur(s) in the Continental United States including Alaska.

Breakdown or Mechanical Breakdown does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.

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 Motorcycle or Scooter 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.

Pre-existing condition: defects on Used Vehicle(s) which were present on the purchase date of the Y.E.S. Contract.

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

GENERAL PROVISIONS

This **Y.E.S. Contract** governs a specific agreement between **Yamaha** and the **customer** which is applicable exclusively to the **covered vehicle**. **Yamaha** 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.

IMPLIED WARRANTY

The Implied Warranty of Merchantability on **your vehicle** is not waived if the **Y.E.S. Contract** has been purchased within ninety (90) days of the purchase date of the **vehicle** from the **Yamaha Dealer** who also sold the **vehicle** covered by this **Y.E.S. Contract**.

CUSTOMER'S RESPONSIBILITY

The **customer's** responsibility under this **Y.E.S. Contract** shall be to:

- Operate and maintain the **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, 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 a claim if the failure involves a part that was not maintained properly.
- Follow the guidelines on **storage** of the **vehicle**. Failure to properly store **your vehicle** may result in denial of engine related **mechanical breakdown** claims.

YAMAHA'S LIABILITY

Yamaha's liability under this **Y.E.S. Contract** shall not exceed the actual cash value of the **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 vehicle.**

Our obligations to **you** are guaranteed under a Contractual Liability Insurance Policy (Reimbursement Insurance Policy) issued by Virginia Surety Company, Inc., 175 West Jackson Blvd. Chicago, IL 60604. **you** may file a claim or request a refund from **Yamaha's** Y.E.S. Department at (866) 937-3983 or from Virginia Surety Company, Inc. at (800) 209-6206.

TRANSFER RIGHTS

This **Y.E.S. Contract** is transferable.

To transfer the **Y.E.S. Contract** from **you** to the subsequent **customer**, it is required that a transfer of registration and inspection be performed by a **Yamaha Dealer**. A reasonable dealer imposed fee may be charged for this inspection. This transfer of registration must take place within fifteen (15) days of ownership change. At the time of transfer of registration, the **customer** will be required to provide all required maintenance receipts or the properly completed maintenance log to the new owner. Although there is no transfer fee to transfer this **contract**, any dealer charges for performing any inspections necessary will be the **customer's** responsibility.

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. Contract** 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. **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 the **customer**:

- Repair or replacement of any part determined to be defective by **Yamaha** 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 **Yamaha**.
- 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 A "MOTOR CLUB" BENEFIT. This benefit applies during the **Limited Warranty** period as well as the **Y.E.S. Contract** period. 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 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 BENEFIT PROGRAMS. 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; maintenance related failures caused by 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. Contract** does not cover:

- Normal wear and tear items.** Some examples are: tires, brake pads or shoes, brake rotors or drums, cables, clutch plates, hoses, fuses, spark plugs, final drive chains/belts, final drive sprockets, batteries, replacement filters, light bulbs, 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 other than as shown in the applicable owner's manual, that **mechanical breakdown** will not be covered by this **Y.E.S. Contract**.
- Mechanical breakdowns** caused by parts that have failed due to improper maintenance.
- APPEARANCE-RELATED DAMAGE such as scratches, nicks, dents, fading paint and trim, tears, and corrosion. Seats, padding, upholstery, cushions, fabric, vinyl, stitching; stains on or damage or wear to seats, padding, upholstery, cushions, fabric, vinyl and stitching.
- AUDIO COMPONENTS.
- Mechanical breakdown** while the **vehicle** 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 COMPONENTS caused by water, sand and/or corrosion.
- 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/ BELT BREAKAGE.

- 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 or emergency services. In general, if a **vehicle** 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**. 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 a maintenance related failure.
- 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.
- 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.
- Y.E.S. Contracts on used vehicles may not cover some 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 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, the **customer** 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**, the **customer** is 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**.

In case of an emergency repair, outside of normal business hours, please follow the **Claim Procedures** outlined above or call **Yamaha** at (800) 962-7926 for further instructions.

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**. If **you** cancel this **Y.E.S. Contract** within nine (9) days of receipt of this **Y.E.S. Contract** and have not incurred a claim, this **Y.E.S. Contract** shall be void and **you** will receive a full refund of the **Y.E.S. Contract** charge.

If **you** cancel this **Y.E.S. Contract** between the tenth (10th) and thirtieth (30th) day and **you** have not incurred a claim, a one hundred percent (100%) refund of the purchase price will be made less a twenty-five dollar (\$25.00) administrative fee. If **you** cancel this **Y.E.S. Contract** after thirty (30) days or **you** have incurred a claim, a pro-rata refund will be made based upon the time used, less an administrative fee of twenty-five dollars (\$25.00). A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of **our** receipt of the **cancellation** request. The provisions of this paragraph only apply to the original purchaser of this **Y.E.S. Contract**.

Cancellation By Yamaha

Yamaha may cancel this **Y.E.S. Contract** for any reason, including ineligibility, within the first sixty (60) days.

After sixty (60) days, **Yamaha** may cancel this **Y.E.S. Contract** only for the following reasons:

- if there has been a material misrepresentation or fraud at the time of sale of this **Y.E.S. Contract**;
- if **YOU** have failed to maintain **your vehicle** as prescribed by the manufacturer; or substantially breached this **Y.E.S. Contract**;
- if **you** do not pay the **Y.E.S. Contract** charge.

If **Yamaha** cancels this **Y.E.S. Contract** within the first thirty (30) days and **you** have not incurred a claim, a one hundred percent (100%) refund of the purchase price will be made less a twenty-five dollar (\$25.00) administrative fee.

If **Yamaha** cancels this **Y.E.S. Contract** after thirty (30) days, a pro-rata refund will be made based upon the time used, less a twenty-five dollar (\$25.00) administrative fee. **Yamaha** will notify **you** in writing fifteen (15) days prior to canceling this **Y.E.S. Contract**.

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**.

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.