

YAMAHA EXTENDED SERVICE CONTRACT

YAMAHA MOTORCYCLE, ATV, SIDE x SIDE, SCOOTER, SNOWMOBILE, WATERCRAFT, AND GENERATOR

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. THE PURCHASE OF THIS Y.E.S. CONTRACT IS NOT REQUIRED TO OBTAIN FINANCING OR TO PURCHASE OR LEASE THIS VEHICLE.

Read the information above carefully. If there are any errors, please contact the Yamaha dealer who sold you this contract or call Yamaha Service Marketing at (866) 937-3983. Administered by Yamaha Motor Corporation, U.S.A., 6555 Katella Ave., Cypress, California 90630.

DEFINITIONS

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

YAMAHA, GENUINE YAMAHA, WE, US or **OUR:** Yamaha Motor Corporation, U.S.A. (Service Provider/Obligor).

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 covered vehicle.

CUSTOMER, YOU, or **YOUR:** the owner of record of the vehicle shown in the Declarations registered with Yamaha.

COVERED VEHICLE, IDENTIFIED VEHICLE, VEHICLE or **YOUR VEHICLE:** the Motorcycle, ATV, Side x Side, Scooter, Snowmobile, Watercraft, or Generator 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 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.

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, ATV, Side x Side, Scooter, Snowmobile, Watercraft, or Generator sold by the Yamaha Dealer for which the Yamaha Limited Warranty has expired, and which meets specific eligibility requirements.

LIMITED WARRANTY: the warranty which comes with the new vehicle from Yamaha at no charge to the customer.

YAMAHA BOAT HULL AND DECK LIMITED WARRANTY: 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.

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.

CUSTOMER'S RESPONSIBILITY

CUSTOMER'S INITIALS

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

1. Operate and maintain the **vehicle** as specified in the appropriate owner's manual. (In Minnesota, if the **vehicle** was not equipped with an owner's manual when **you** purchased the **vehicle**, upon **your** request, and for a fee, **Yamaha** will provide **you** with an owner's manual which lists the manufacturer's maintenance schedule.)
2. 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.
3. 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) keep receipts and other records that show the dates, mileage, elapsed hours of use (if applicable), costs, services, and repairs performed (including **storage**).

4. 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.
5. 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 the Contractual Liability Insurance Policy (Reimbursement Insurance Policy) # 2699 issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604. **You** may file a claim with **Yamaha's Y.E.S. Department** at (866) 937-3983 or Virginia Surety Company, Inc. at (800) 209-6206.

California

Performance to **you** under this **Y.E.S. Contract** is guaranteed by a California approved insurance company. **You** may file a claim with the insurance company, Virginia Surety Company, Inc., if any promise made in the **Y.E.S. Contract** has been denied or has not been honored within sixty (60) days after the date proof of loss was filed. If **you** are not satisfied with the insurance company's response, **you** may contact the California Department of Insurance at (800) 927-4357.

Connecticut

The State of Connecticut has established a process to settle disputes between **you** and **us** arising from this **Y.E.S. Contract**. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, attn: Consumer Affairs. The complaint must include a description of the dispute, the purchase price

of this **Y.E.S. Contract**, the cost of repair, and a copy of this **Y.E.S. Contract**.

Indiana

Your proof of payment to the **Yamaha Dealer** for this **Y.E.S. Contract** is considered proof of payment to the insurance company.

Iowa

You may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 6th Floor, Lucas State Office Building, Des Moines, IA 50319.

Idaho

Coverage afforded under this Agreement is not guaranteed by the Idaho Insurance Guarantee Association.

Massachusetts

NOTICE TO CUSTOMER: THE COVERAGE **YOU** ARE BUYING IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. **YOU** CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE WARRANTIES WHICH ARE AVAILABLE TO **YOU** WITHOUT THIS CONTRACT.

Minnesota: Express Warranty

Minnesota statute 325F.662 requires that every used motor vehicle sold by a dealer is covered by an express warranty which the dealer shall provide to the customer. At a minimum, the express warranty applies to the following terms: (1) if the used motor vehicle has less than 36,000 miles, the warranty must remain in effect for at least sixty (60) days or 2,500 miles, whichever comes first; (2) if the used motor vehicle has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least thirty (30) days or 1,000 miles, whichever comes first. Some coverage afforded under this **Y.E.S. Contract** may be covered by the express warranty.

New Hampshire

If **you** are not satisfied with the insurance company's response, **you** may contact the New Hampshire Department of Insurance, 21 Fruit Street, Concord, NH 03301. (603) 271-2261.

Oregon

If **you** are not satisfied with the services provided and/or **your** claim is not paid within sixty (60) days after proof of loss was filed, **you** may file a claim directly with the insurance company, Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604. (800) 209-6206.

Utah

This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

South Carolina

Complaints or questions concerning the regulation of service contracts may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29201-3105. (803) 737-6160.

Texas

Unresolved complaints or questions concerning the regulation of service contracts may be directed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711. (800) 803-9202. TDLR# 70024813, lic# 259.

Wisconsin

This **Y.E.S. Contract** is subject to limited regulation by the office of the Commissioner of Insurance.

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. 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 **Y.E.S. 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 Yamaha 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**.

The coverage afforded by this **Y.E.S. Contract** is still available should the **Y.E.S. Contract** term lapse while **your vehicle** is in the custody of the **Yamaha Dealer** undergoing a covered repair.

COVERAGE

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

1. 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**.
2. **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. 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**.
3. **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(s)** 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:

1. **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, and fluids not required in conjunction with repairing a **mechanical breakdown**. Additional examples for Watercraft include the impeller, impeller liner, intake grille, mats, bumpers, body seals or gaskets, anodes, and control cables. Additional examples for Snowmobiles include: skis and ski runners; track; wear strips; suspension wheels, guide wheels, and/or any wheel under the track; slide runners; sliding frame; shock absorbers; and clutch weights, rollers, pins, and bushings.
2. **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**.
3. 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**.
4. **Mechanical breakdown(s)** caused by parts that have failed due to improper maintenance.
5. APPEARANCE-RELATED DAMAGE such as scratches, nicks, dents, fading paint and trim, tears, corrosion, gel coat stress cracks, and growth of marine organisms on surfaces. Seats, padding, upholstery, cushions, fabric, vinyl, stitching; stains on or damage or wear to seats, padding, upholstery, cushions, fabric, vinyl, and stitching.
6. AUDIO COMPONENTS.
7. **Mechanical breakdown(s)** 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.
8. For Yamaha Boats: the hull and deck on **your new vehicle** are covered by the **Yamaha Boat Hull and Deck Limited Warranty** for a period of five (5) years. The **Y.E.S. Contract** does not provide coverage for the hull and deck.
9. For Snowmobiles: **mechanical breakdown(s)** caused by operation of the **vehicle** when there is not adequate snow.
10. Damage from theft, fire, freezing, vandalism, riot, explosion, flood, hail, lightning, earthquake, windstorm, water, or collision.
11. **Mechanical breakdown** or damage to ANY COMPONENT(S) caused by water, sand and/or corrosion, or impact with any underwater object.

12. 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.
13. FAILURE OF FINAL DRIVE CHAINS/BELTS OR SPROCKETS, DAMAGE DUE TO FINAL DRIVE CHAIN/BELT BREAKAGE.
14. Damage due to alteration, modification or use of the **covered vehicle** not recommended by **Yamaha**. (In Georgia: this exclusion does not apply to modifications made prior to **vehicle** and **Y.E.S. Contract** purchase.)
15. Damage due to failure of "non-stock" or modified parts.
16. **Pre-existing conditions.** (Except in Minnesota.)
17. **Vehicles** used for *commercial* purposes. Examples of commercial use are: rental, delivery (except in GA), hauling for hire, police, harbor patrol, or emergency services. If a **vehicle** will be used to make a profit, it is considered commercial usage.
18. 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**.
19. INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND INCLUDING LOSS OF USE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO **YOU**.
20. Failure to show proof of servicing may result in the denial of coverage.
21. 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.
22. 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.

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 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. (In California: If **you** cancel this **Y.E.S. Contract** within the first sixty (60) 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 **you** cancel this **Y.E.S. Contract** after thirty (30) days [sixty (60) days in California] 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). 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 Yamaha

Yamaha may cancel this **Y.E.S. Contract** for any reason within the first thirty (30) days. If **we** cancel this **Y.E.S. Contract** during 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. After thirty (30) days, **Yamaha** may cancel this **Y.E.S. Contract** for the following reasons:

- if **you** have not paid for the **Y.E.S. Contract**;
 - if there has been a material misrepresentation or fraud at the time of sale of this **Y.E.S. Contract**;
- or
- except in New Hampshire, Nevada, New Mexico and Utah: if **you** have failed to

maintain **your vehicle** as prescribed by the manufacturer; or other substantial breach of duties.

If **Yamaha** cancels this **Y.E.S. Contract** after thirty (30) days, a pro-rata refund will be made based upon the time used. **Yamaha** will notify **you** in writing fifteen (15) days prior to canceling this **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** and receive the refund.

This **Y.E.S. Contract** is amended to comply with the following state requirements:

Alabama, Hawaii, Iowa, Maryland, Nevada, New York, South Carolina, Texas, Vermont, & Wyoming

Cancellation Section is amended to include:

Cancellation During the "Free-Look" Period

If **you** cancel this **Y.E.S. Contract** within twenty (20) days [thirty (30) days in TX] 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. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Y.E.S. Contract** to **Yamaha**. The provisions of this paragraph only apply to the original purchaser of this **Y.E.S. Contract**. The refund will be paid to **you**, or a person **you** authorize.

If **Yamaha** cancels this **Y.E.S. Contract**, the administrative fee is not applicable and **Yamaha** will mail **you** written notice fifteen (15) days prior to cancellation.

California, Georgia, Illinois, North Carolina, Oklahoma

Cancellation Section is amended to include:

If **you** cancel this **Y.E.S. Contract** within the first thirty (30) days, the administrative fee is twenty-five dollars (\$25.00) or ten percent (10%) of the **Y.E.S. Contract** charge, whichever is less. If this **Y.E.S. Contract** is canceled after thirty (30) days, the administrative fee is twenty-five dollars (\$25.00) or ten percent (10%) of the pro-rata refund, whichever is less.

Georgia

Should **Yamaha** fail to refund the unearned consideration, **you** have the right to receive the refund directly from Virginia Surety Company, Inc.

New Hampshire

Cancellation Section is amended to delete the twenty-five dollar (\$25.00) administrative fee.