



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 PRINTED STATEMENT TO YOU ABOUT YOUR 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.

SAMPLE CONTRACT ONLY

If you do not receive the actual Y.E.S. Contract within sixty (60) days of purchase, please contact Yamaha at 1-800-962-7926.

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., 5100 North Freeway, Irving, Texas 75039.

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

DECLARATION: that portion of the Y.E.S. Contract with information about the customer and the vehicle.

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

NEW VEHICLE, VEHICLE, VEHICLE or YOUR VEHICLE: the Motorcycle, ATV, Side x Side, Scooter, Snowmobile, Watercraft, or Generator shown in the Declaration.

YAMAHA DEALER: the authorized Yamaha Dealer who sold you this Y.E.S. Contract, or another franchised Yamaha Dealer who is authorized to issue the contract vehicle.

BREAKDOWN or MECHANICAL BREAKDOWN: the breakdown or failure of a covered part caused by a defect in faulty workmanship from the manufacturer, meaning that covered part incapable of performing the function for which it was designed. The breakdown or failure must occur only while the vehicle is in normal use.

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

NEW VEHICLE(S): a vehicle with a Yamaha Limited Warranty in effect at the time of this Y.E.S. Contract was made. For the Motorcycle, Scooter, Side x Side, or Generator, this is a new vehicle. For the ATV, Side x Side, Scooter, Snowmobile, Watercraft, or Generator sold by the Yamaha Dealer who the Yamaha Limited Warranty has expired, and which is the specific, eligible requirement.

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 which Yamaha Boat Hull and Deck Limited Warranty is provided to the customer by Yamaha at no charge to the customer. Refer to the Warranty Statement that came with your product.

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 Yamaha Boat Hull and Deck Limited Warranty. Refer to the Warranty Statement that came with your product.

PRE-EXISTING CONDITIONS: defects on used vehicles which were present on the date of purchase of the Y.E.S. Contract.

STORAGE: failure to properly store a vehicle in the dealer's lot for the vehicle under the section entitled "STORAGE."

GENERAL PROVISION

This Y.E.S. Contract governs a specific agreement between Yamaha and the customer which is applicable to the covered vehicle. Yamaha and the customer without need to be disclosed 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 or failure of a covered part. Yamaha is not responsible for the cost of repair or replacement of parts damaged as a result of a mechanical breakdown or failure of a covered part. Yamaha, at its discretion, replacement parts used in covered repairs will be new or Yamaha brand, genuine Yamaha re-manufactured, or parts of the kind and quality.

CUSTOMER'S RESPONSIBILITY

The customer's responsibility under this Y.E.S. Contract

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, the customer shall be responsible for obtaining a copy of the manual. Yamaha will provide (and with an owner's manual which lists the manufacturer's maintenance schedule.)
2. Notify the 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. Notify the 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.
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 or failure of a covered part, as determined by the appropriate owner's manual. THE TOTAL OF ALL CLAIMS PAID DURING THE TERM OF THIS Y.E.S. CONTRACT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE VEHICLE.

Our obligations to you are guaranteed under the Contractor's Liability Insurance Policy (reimbursement insurance policy) at 2000 issued by Virginia Surety Company, Inc., 10000 North Central Expressway, Suite 1000, Dallas, Texas 75243. You may file a claim with Yamaha's U.S.S. Department at (800) 962-7926 or Virginia Surety Company, Inc. at (800) 255-6236.

Performance to you under this Y.E.S. Contract is guaranteed by a California Motor Vehicle Repair and Maintenance Insurance Policy issued by California Motor Vehicle Insurance Company, Inc., 10000 North Central Expressway, Suite 1000, Dallas, Texas 75243. You may file a claim with Yamaha's U.S.S. Department at (800) 962-7926 or California Motor Vehicle Insurance Company, Inc. at (800) 255-6236.

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 the Office of Consumer Affairs, 1000 North Central Expressway, Suite 1000, Dallas, Texas 75243. The complaint must include a description of the problem, the date of purchase of this Y.E.S. Contract, the cost of repair, and a copy of this Y.E.S. Contract.

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

Notes: Please also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 5th Floor, Lucas State Office Building, Des Moines, IA 50319.

Other: Coverage afforded under this Agreement is not guaranteed by the Iowa Insurance Department.

NOTICE TO CUSTOMER: THE COVERAGE YOU ARE BUYING IS NOT REQUIRED IN ORDER TO PREPARE OR FINANCE A VEHICLE. THE BENEFITS OF THIS COVERAGE ARE AVAILABLE TO YOU WITHOUT THIS CONTRACT. WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE, YOU CAN OBTAIN WITHOUT THIS CONTRACT TO PURCHASE OR LEASE THIS VEHICLE. WARRANTIES WHICH ARE AVAILABLE TO YOU WITHOUT THIS CONTRACT.

Minnesota: Express Warranty Minnesota statute 320F.062 requires that every motor vehicle motor vehicle be covered by an express warranty. Yamaha Dealer who provide to the customer. At a minimum, the express warranty applies

to the following terms: (1) if the used motor vehicle has less than 35,000 miles, the warranty shall remain in effect for at least sixty (60) days or 2,500 miles, whichever is less; (2) if the used motor vehicle has more than 35,000 miles, the warranty shall remain in effect for at least thirty (30) days or 1,000 miles, whichever is less. Some coverage afforded under this Y.E.S. Contract may be excluded or limited by the terms of the contract.

New Hampshire

If you are not satisfied with the insurance company's response, you may contact the New Hampshire Department of Insurance, 1000 North Central Expressway, Suite 1000, Dallas, Texas 75243.

Ohio

If you are not satisfied with the services provided and/or your claim is not paid within sixty (60) days after period of two weeks, you may file a claim directly with the Ohio Insurance Department, 1000 North Central Expressway, Suite 1000, Dallas, Texas 75243.

Utah

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

South Carolina

Some conditions concerning the regulation of service contracts may be directed to the South Carolina Department of Insurance, P.O. Box 10000, Columbia, SC 29200-0000, (803) 735-4100.

Texas

Unwritten 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) 962-9202.

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. The transfer of registration and inspection must be completed within 110 days of registration. The transfer of registration must take place within 110 days of ownership change. At the time of transfer of registration, the customer will be required to provide all required information, including a copy of the Y.E.S. Contract, to the Yamaha Dealer. Although there is no transfer fee to transfer this Y.E.S. Contract, any dealer charges for processing the transfer will be the dealer'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 number of months or years specified in the Declaration. The term of the Y.E.S. Contract for your used Yamaha vehicle is the number of months or years specified in the Declaration. The term of the Y.E.S. Contract for your used Yamaha vehicle is the number of months or years specified in the Declaration.

FOR USED VEHICLES

The term of the Y.E.S. Contract for your used Yamaha vehicle is the number of months or years specified in the Declaration. The term of the Y.E.S. Contract for your used Yamaha vehicle is the number of months or years specified in the Declaration. The term of the Y.E.S. Contract for your used Yamaha vehicle is the number of months or years specified in the Declaration.

The coverage afforded by this Y.E.S. Contract is not available should the Y.E.S. Contract be terminated or the vehicle is sold to a third party. The Y.E.S. Contract will be voided if the vehicle is sold to a third party.

COVERAGE

Under the terms 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 or failure of a covered part, as determined by the Yamaha Dealer, at the time of the breakdown or failure of a covered part.
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 to the customer. This reimbursement is not available if the vehicle is towed to a repair shop. CLUEBENEFIT: This benefit applies during the Limited Warranty period as well as the Y.E.S. Contract period. To receive this reimbursement, the customer must submit valid receipts for the towing expense to the Yamaha Dealer performing the repair of the mechanical breakdown.
3. TOWING AND REPAIRS: In the event of a mechanical breakdown or failure of a covered part, reimbursement of up to two hundred and fifty dollars (\$250.00) per occurrence will be provided for reasonable, legitimate expenses incurred in connection with the repair of the vehicle. This reimbursement is not available if the vehicle is towed to a repair shop. CLUEBENEFIT: This benefit applies during the Limited Warranty period as well as the Y.E.S. Contract period. To receive this reimbursement, the customer must submit valid receipts for the towing expense 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 or failure of a covered part caused by the following: (1) misuse, abuse, neglect, or improper use of the vehicle; (2) failure to follow the manufacturer's maintenance schedule; (3) failure to follow the manufacturer's instructions for the use of the vehicle; (4) failure to follow the manufacturer's instructions for the use of the vehicle; (5) failure to follow the manufacturer's instructions for the use of the vehicle; (6) failure to follow the manufacturer's instructions for the use of the vehicle; (7) failure to follow the manufacturer's instructions for the use of the vehicle; (8) failure to follow the manufacturer's instructions for the use of the vehicle; (9) failure to follow the manufacturer's instructions for the use of the vehicle; (10) failure to follow the manufacturer's instructions for the use of the vehicle; (11) failure to follow the manufacturer's instructions for the use of the vehicle; (12) failure to follow the manufacturer's instructions for the use of the vehicle; 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