

YAMAHA EXTENDED SERVICE CONTRACT

YAMAHA OUTBOARD MOTORS

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 MOTOR.

SAMPLE CONTRACT ONLY

If you do not receive the actual Y.E.S. Contract within sixty (60) days of purchase, please contact Yamaha at 1-866-894-1626

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). 6555 Katella Avenue, Cypress, CA 90630.

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

DECLARATIONS: that portion of the Y.E.S. Contract with information about the customer and the covered motor.

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

COVERED MOTOR, IDENTIFIED MOTOR, MOTOR OR YOUR MOTOR: the outboard motor 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 motor.

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 motor 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 MOTOR(S): a motor 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 MOTOR(S): a motor 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 motor from Yamaha at no charge to the customer.

PRE-EXISTING CONDITION(S): defects on used motors 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 motor under the section entitled "Storing outboard motor."

GENERAL PROVISIONS

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

- Operate and maintain the **motor** as specified in the appropriate owner's manual. (In Minnesota, if the **motor** was not equipped with an owner's manual when **you** purchased the **motor**, upon **your** request, and for a fee, **Yamaha** will provide **you** with an owner's manual which lists the manufacturer's maintenance schedule.)
- Give notice to a **Yamaha Dealer** of any and all apparent defects within ten (10) days after discovery, and make the **covered motor** available at that time for inspection and repairs at such **Yamaha Dealer's** place of business.
- 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**).
- 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.
- Follow the guidelines on **storage** of the **motor**. Failure to properly store **your motor** 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 **motor** at the time of **mechanical breakdown** as determined by standard manuals for establishing **motor** 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 MOTOR.**

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 Motor. 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.

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 MOTORS

The term of the Y.E.S. Contract for **your new Yamaha motor** 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 MOTORS

The term of the Y.E.S. Contract for **your used Yamaha motor** is the number of months of Y.E.S. Contract coverage purchased at the time of **used motor** sale, and is shown in the Declarations. The **used motor** is eligible *only* if the **Yamaha Dealer** sells (sold) **you** the **used motor** and the Y.E.S. Contract on the same day. **Yamaha *will not*** provide coverage for **used motors** 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 motor** 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**:

- 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**.
- 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 motor 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:

- NORMAL WEAR AND TEAR ITEMS.** Some examples are water pump impeller; gaskets and rubber seals; anodes; brushes for the starter motor and power tilt motor; spark plugs; 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.
- Mechanical breakdown(s)** caused by parts that have failed due to improper maintenance.
- APPEARANCE-RELATED DAMAGE ON THE COWL, PAN, LOWER UNIT, AND EXHAUST HOUSING** such as scratches, nicks, dents, fading paint and trim, tears, corrosion, gel coat stress cracks, and growth of marine organisms on surfaces.
- Peripheral equipment such as gauges, fuel tanks and hoses, remote control boxes, propellers, and wiring external from the **motor**.
- Mechanical breakdown(s)** while the **motor** 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 COMPONENT(S) caused by water, sand and/or corrosion, impact with any underwater object, weed ingestion, or any other entanglement.
- 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 motor** not recommended by **Yamaha**. (In Georgia: this exclusion does not apply to modifications made prior to **motor** and Y.E.S. Contract purchase.)
- Damage due to failure of "non-stock" or modified parts.
- Pre-existing conditions.** (Except in Minnesota.)
- Motors** 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 **motor** 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, OR FLUIDS NOT REQUIRED IN CONJUNCTION WITH REPAIRING A MECHANICAL BREAKDOWN.**
- 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**.

- Failure to show proof of servicing may result in the denial of coverage.
- FOR USED MOTORS, 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.**
- Charges for transporting the **motor** to and from the **Yamaha Dealer**.

CLAIM PROCEDURE

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

Protect the **motor** to prevent further damage. Continued operation of the **motor** may result in damage that may not be covered by this Y.E.S. Contract. Return the **motor** 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 **motor** 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 (866) 894-1626 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 (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 motors**, 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 motor** 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 motors**, 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 motor** 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 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.