

Y.E.S. CONTRACT HIGHLIGHTS New and Renewal (Motorcycle, ATV, Side-by-Side, Scooter, Snowmobile, Watercraft, and Generator)

20 PCS



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Y.E.S. CONTRACT HIGHLIGHTS – NEW AND RENEWAL CONTRACTS (Motorcycle, ATV, Side-by-Side, Scooter, Snowmobile, Watercraft, and Generator)

(Please Print)			DEALE	DEALER NAME		
JSTOMER NAM	1E		DEALE	R NUMBER		
DRESS			PRIMA	ARY ID		
CITY, STATE, ZIP CODE				OR VIN NUMBER		
			MODE	MODEL NAME		
	OR REI we explain the benefits	OU SHOULD ADD Y.E.S. (NEW YOUR EXISTING CO to you, please initial the an opportunity to accept	VERAGE. LET US boxes to indicat	STELL YOU WHY e that you under	f. rstand the benefits.	
GENUINE YAMAHA OTECTION	Virtually the same coverage as Yamaha's strong factory warranty! Y.E.S. covers almost every part of your Yamaha that's not a normal wear part. (The contract has a clear explanation of exclusions.) And Y.E.S. is honored by authorized Yamaha dealers nationwide .					
NO DUCTIBLE	You don't have to pay anything for covered repairs. There's no deductible to pay, and repairs aren't "pro-rated." You don't have any "out-of-pocket" expenses for covered repairs.					YES, I understar
ANSFERABLE	Transferable Y.E.S. coverage can be transferred if you sell or trade-in. That can make your Yamaha more valuable. After all, which used machine would you rather buy: one covered by strong, factory-backed protection - or one without?!?					YES, I understa
TRIP	Travel and Recreation Interruption Protection Up to \$250.00 extra on any covered repair to protect you from inconvenience, such as:					
	 A rental vehicle or other transportation to use while yours is being repaired Food and lodging if you're held up away from home Emergency towing In fact, any reasonable expenses you might incur because of a covered breakdown. 					YES, I understa
	0	mmediately and is in effect verage term. See sample co	0	arranty period as	well as	
CHOICE OF COVERAGE	Choice of Coverage Term Choose the length of coverage that meets your needs:					
	NEW VEHICLES - 12 Months 24 Months 36 Months 48 Months beyond the Yamaha Limited Warranty					YES, I understa
	USED VEHICLES - RENEWAL COVER	from the date of sale	Months Months n of the original Y	.E.S. Contract		
FORDABLE			Ū.			
FORDABLE		tion Beyond the Yamal tract price + sales tax \$		santy	is all you pay!	YES, I understa
ACCEPT THE Y	AMAHA EXTENDED SER	VICE CONTRACT OR RENE	WAL CONTRACT!			
vithin a few we MPORTANT: If	s! Your official Y.E.S. cont eks. Please refer to the sa you do not receive your	ract and identification card ample contract on the revers actual Y.E.S. contract within assurance that your Y.E.S. c	se side of this form 60 days, call Yama	until your actual o aha at 1-800-962-7	contract arrives.	,

WANT TO PURCHASE THE SERVICE CONTRACT NOW. I understand that I may purchase the Yamaha Extended Service Contract at a later time, but only while my original factory warranty is still in force.

Customer's Signature Waiving Coverage

WHITE - DEALER

Date



YAMAHA EXTENDED SERVICE CONTRACT/ RENEWAL CONTRACT

YAMAHA MOTORCYCLE, ATV, SIDE-BY-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.

SAMPLE CONTRACT ONLY

tual 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. er/Obligor).

Y.E.S. CONTRACT: this Yamaha Extended Service Contract, whether newly purchased or a Y.E.S. Renewal Contract, which includes your name and the information about your Yamaha vehicle.

Y.E.S. RENEWAL CONTRACT: this Yamaha Extended Service Contract, it purchased as a renewal of an Original Y.E.S. Contract, which includes your name and the information about your Yamaha vehicle.

ORIGINALY.E.S CONTRACT: if this is a Y.E.S. Renewal Contract, this is the Y.E.S. 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: that portion of the Y.E.S. Contract with information about the ner 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: th Motorcycle, ATV, Side-by-Side, Scooter, Snowmobile, Watercraft, or Generat shown in the Declarations. Snowmobiles are not eligible for Y.E.S. Renew Contract coverage.

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 BREAK-DOWN: 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

purcha

USED VEHICLE(S): a covered vehicle sold by the Yamaha Dealer for which the Yamaha Limited Warranty has expired, and which meets specific eligibility requirements. Used vehicles are not eligible for Y.E.S. Renewal Contract coverage. LIMITED WARRANTY: the warranty which comes with the new vehicle from Yamaha at no charge to the customer.

HULL AND DECK/STRUCTURAL LIMITED WARRANTY: (Yamaha Boats) the 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 vour purchase

YAMAHA BOAT ENGINE AND COMPONENTS LIMITED WARRANTY: the warranty on the engine and components other than the hull and deck 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 PROVISION

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 VILIS. 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

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. (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.)
 Give notice to a Yamaha Dealer of any and all apparent defects within ten (10)
- provide you with an owner's manual which lists the manutacturer'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 vehicle 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 on the appropriate owner's manual may 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. MAHA'S LIABILITY З.
- 4.
- 5.

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. 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. WHICHEVER IS LESS.

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 Yamahs's Y.E.S. Department at (866) 937-3983 or Virginia Surety Compan 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

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. of this Y.E.S. Contract

Indiana

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

Iowa You may also contact the Iowa Insurance Commissioner at the following add Iowa Insurance Department, 6th Floor, Lucas State Office Building, Des Moir 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 MANUFACTURERS OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. YOU CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE MURCHARTER TO THE SELLER OF THIS COVERAGE TO PURSUE E WARRANTIES WHICH ARE AVAILABLE TO YOU WITHOUT THIS CONTRACT.

Minnesota: Express Warranty Minnesota statue 325F.662 requires that every used motor vehicle sold by a dea is covered by an express warranty which the dealer shall provide to the custome 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 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.

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

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 VE.S. Contract from you to the subsequent customer, it is require 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 cover purchased. Yamaha Limited Warranty periods vary. The Y.E.S. Contract term expires on the date shown in the Declarations.

FOR USED VEHICLES

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 <u>only</u> if the Yamaha Dealer sells (sold) you the used vehicle and the Y.E.S. Contract on the same day. Yamaha <u>will not</u> provide coverage for used vehicles which are not sold by the Yamaha Dealer.

The training beams FOR A Y.E.S. RENEWAL CONTRACT The term of the Y.E.S. Renewal Contract for your Yamaha vehicle is the numb of months of Y.E.S. Renewal Contract coverage purchased and begins on the your Original Y.E.S. Contract coverage expires. The Y.E.S. Renewal Contract term expires on the date shown in the Declarations.

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

CUSTOM

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

Repair or replacement of any part determined to be defective by Yamaha as a ult of a mechanical breakdown subject to the General and Specific Exclusions tained in this Y.E.S. Contract. All parts replaced under this Y.E.S. Contract come the property of Yamaha. TOWING REIMBURSEMENT: In the event of a mechanical breakdown,

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.
 TRAVEL AND RECREATION INTERRUPTION PROTECTION (TRIP): In the event a mechanical breakdown occurs, reimbursement of up to two hundred and

3. TRAVEL AND RECREATION THEERNOTING FOR THE CONTINUE (THIP), 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 VLE.S. Contract period. To receive TRIP reimbursement the customer must submit valid receipts for eligible expenses to the Yamaha Dealer performing the rowing the mechanical breakdown. repair of the mechanical breakdown

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 YES Cont ract does not cover:

- bits 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, and fluids not required in conjunction with repairing a mechanical breakdown. Additional examples for Watercraft include the impeller, impeller inner, 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; silde runners; sliding frame; shock absorbers; and cluth weights, rollers, pins, and bushings.
 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. 1.
- 2.
- 3
- breakdown will not be covered by this Y.E.S. Contract. Mechanical breakdown(s) caused by parts that have failed due to improper 4.
- maintenance. 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. 5.

AUDIO COMPONENTS.

- Mechanical breakdown while the vehicle is under the Yamaha Limited Warranty, and/or Yamaha Boat Engine and Components Limited Warranty, or when the component is covered by a manufacturer's modification or recall
- For Yamaha Boats: the hull and deck on your new vehicle are covered by the 8. Hull and Deck/Structural Limited Warranty. Refer to the Warranty Statement that came with your purchase. This Y.E.S. Contract does not provide coverage for the hull and deck.

- that came with your purchase. This Y.E.S. Contract does not provide coverage for the hull and deck.
 For Snowmobiles: mechanical breakdown(s) caused by operation of the vehicle when there is not adequate snow.
 Damage from thet, 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, or impact with any 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/BELT BREAKAGE.
 Damage due to alteriation, 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.)
 Damage due to failure of "non-stock" or modified parts.
- Information mater prior to venicle and Y.L.S. Contract purchase.) Damage due to failure of "non-stock" or modified parts. 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 usea.
- 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.
- 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 YOU
- Failure to show proof of servicing may result in the denial of cover
- Failure to show proof of servicing may result in the denial of coverage.
 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. (Except in Minnesota.)
- CLAIM PROCEDURE ent of a mechanical breakdown, the customer must follow these

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

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 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

(In California: If you cancel this Y.E.S. Contract within the inst sxty (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 (6a) 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;

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. Contrective the refund.

This Y.E.S. Contract is amended to comply with the following state require Alabama, Hawaii, Iowa, Maryland, Nevada, New York, South Carolina, Texas, Vermont, & Wyoming Cancellation Section is amended to include:

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 Sectio amended to include:

If you cancel this **Y.E.S. Contract** within the first thirty (30) days, the administrativ 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.

Cancellation During the "Free-Look" Period

In the e

procedures:

costs of diagnosis and teardown

CANCELLATION