

YAMAHA MOTOR CORPORATION, U.S.A.
YAMALUBE ENGINE LUBRICATION LIMITED WARRANTY

Yamaha Motor Corporation, U.S.A., through its operating brand “Yamalube,” subject to the limitations as stated herein, hereby warrants to Covered Customers only that the engine in their Qualified Product will be free from any Qualified Breakdown due to engine oil failure for the period of time stated herein and, in the event of such a Qualified Breakdown, Yamalube’s sole responsibility will be to pay reasonable expenses, for the Covered Parts and Covered Labor involved in the repair of the engine for the Qualified Product, not to exceed the Qualified Product’s Fair Market Value, to return it to operational status. Yamalube’s obligation to repair or replace any listed Covered Parts as may be required is the sole and exclusive remedy available to Covered Customer under this Limited Warranty. Yamalube is only responsible for the repairs it approves.

A QUALIFIED PRODUCT is a new Yamaha Street Motorcycle, Scooter, non-competition model Yamaha Off-Road Motorcycle, WaveRunner® personal watercraft, Yamaha Jet Boat, Yamaha Golf Car, Yamaha ATV, Yamaha Side-by-Side vehicle, Yamaha Snowmobile, Yamaha Generator, Yamaha Water Pump, and Yamaha Pressure Washer that is privately owned for personal, non-commercial use and must have a Valid Registration for this Warranty before or during the first scheduled maintenance as specified in the applicable Owner’s Manual for the product, with an allowance of ten percent (10%) over the mileage interval, hours of operation interval, or time interval provided.

A COVERED CUSTOMER is the registered owner of the Qualified Product, age 18 or older on the date of registration, and residing in the contiguous United States. This Limited Warranty is transferable as long as all previous service records/receipts are retained and are presented, at Yamalube’s request.

THE PERIOD OF WARRANTY shall be from the date of registration through the earlier to occur of the applicable mileage limitation, hours of operation limit, or time limit, on the Qualified Product. Yamalube reserves the right to terminate this Limited Warranty program at Yamalube’s discretion following general notice of termination posted to the www.yamalubeadvantage.com website. Yamalube may close registration for the Limited Warranty at any time without notice. If Yamalube closes registration, no new Qualified Product registrations will be allowed. However, those Covered Customers then participating in this Limited Warranty program will continue to be covered under the terms hereof, so long as they comply with all terms and conditions of the Limited Warranty.

COVERAGE offered by Yamalube includes:

The earlier to occur of 100,000 miles or, if no odometer, 5000 hours of operation on the Qualified Product, or 20 years from Valid Registration: Oil change service will consist of exclusively using the appropriate Yamalube Engine Oils and a Yamaha Genuine Oil Filter (if an oil filter is applicable) at every factory-specified oil change interval for the registered Qualified Product.

Special Coverage Note: Within its sole discretion, Yamalube may amend the list of qualifying motor oils to add and/or remove particular blends and/or available sizes/ packaging.

Term of Coverage: Unless terminated earlier as noted herein, all Coverage ends when odometer on Qualified Product has reached the maximum of 100,000 miles, or the hour meter or other record-keeping indicates 5000 hours of operation, or 20 years from Valid Registration of Qualified Product, whichever occurs first.

VALID REGISTRATION for this Warranty must be completed at/before the first scheduled maintenance of a Qualified Product as specified in the applicable Owner's Manual for the Qualified Product, with an allowance of ten percent (10%) over the mileage interval, hours of operation interval, or time interval provided, through submission of a registration form via www.yamalubeadvantage.com. During registration, the owner of the Qualified Product must fill in all required information, answer qualifying questions, report any/all oil changes performed prior to registration, and submit the number of miles with respect to the Qualified Product.

DURING THE PERIOD OF WARRANTY, the Covered Customer must change the engine oil and oil filter, if an oil filter is applicable, exclusively with Yamalube Engine Oil & Yamaha Genuine Oil Filter appropriate for the Qualified Product, including use of enough oil to fill the crankcase of the Qualified Product to its prescribed level ("Qualifying Oil Change"). A Qualifying Oil Change must follow the recommended intervals as outlined in the Qualified Product Owner's Manual, up to 10 percent (10%) allowance over the recommended interval of mileage, hours of operation, or time stated in the Owner's Manual, whichever occurs first. The recommended interval means the distance or time between scheduled services. For example, if the service after 8,000 miles is 12,000 miles, the recommended interval between services is 4,000 miles and therefore up to 4,400 miles from the last Qualifying Oil Change is allowable. For the avoidance of doubt, the oil filter, if the engine is so equipped, must be replaced at every Qualifying Oil Change, whether or not the applicable Qualified Product Owner's Manual recommends that the oil filter be replaced at each oil change or some other greater regular interval. Following each such completed maintenance obligation, Covered Customers must go to www.yamalubeadvantage.com and record oil changes within 30 days after the oil change has occurred through the submission of certain required information including without limitation the following: (a) date of oil change, mileage, hours of operation, or time interval at time of oil change; (b) oil part number; and, if applicable, (c) oil filter part number used. Covered Customers are required to keep/retain all engine oil and filter receipts as proof of purchase and will be required to submit proof of purchase if a claim is submitted. This Limited Warranty may be deemed void by Yamalube in its sole discretion if the Covered Customer records the type of oil used, mileage, hours of operation, or time interval incorrectly or if the Qualified Product's true mileage, hours of operation, or time interval cannot be determined (for example due to a malfunctioning component).

QUALIFIED BREAKDOWN means: (1) the immediate and apparent total mechanical failure of a Covered Part to work as it was designed to work in normal services due to failure of the engine oil; and (2) the Qualified Product electrical, fuel, computer engine management, cooling, induction and exhaust systems are all working as designed and are not the cause of engine failure. A Qualified Breakdown does not include the reduction in operating performance due to lack of maintenance and/or wear and tear, including a reduction in engine compression due to worn rings or valves, or abnormal sounds such as “knocking,” “pinging” or “rattling” sounds when a breakdown has not occurred.

COVERED PARTS means “Oil Wetted” engine parts, including pistons, piston rings, piston pins, crankshaft, main bearings, connecting rods, rod bearings, camshaft, camshaft bearings, timing chain and gears, intake and exhaust valves, valve springs, guides, oil pump, push rods, rocker arms, lifters and rocker arm shafts. The engine block and cylinder heads are also Covered Parts if mechanical failure was caused by a failure of the above listed Covered Parts. Covered Parts does not include the following: (1) all fuel system parts; (2) all ignition, starting and electrical system parts; (3) turbocharger and supercharger systems; and (4) all exhaust pipes, muffler, catalyst and related system parts; and (5) all transmission, drive train and clutch related system parts. This Limited Warranty covers no other parts. Replacement will be made with a part that is of a like kind and quality (i.e. new, remanufactured or used part) compatible with the original design specifications and wear tolerances of the Qualified Product.

COVERED LABOR means flat rate labor costs, at a qualified Yamaha dealer only, according to such dealer’s approved labor rate for repair or replacement of the Covered Parts. This Limited Warranty covers no other labor.

FAIR MARKET VALUE means an amount equal to the private sale value of the Qualified Product on the date of a Qualified Breakdown as set forth by N.A.D.A. (National Automobile Dealers Association) or some other similar listing of product values if a N.A.D.A. value was not available.

EXCLUSIONS from this warranty shall include:

1. Improper use in an application other than that for which the manufacturer intended.
2. Rental, commercial, corporate and business operation and use.
3. Competition or racing use.
4. Abnormal strain, neglect, or abuse.
5. Lack of proper maintenance or storage of the Covered Product.
6. Accident or collision damage, or growth of marine organisms on surfaces.
7. Modification to original parts.
8. Cost of labor for replacement of a defective part or accessory.
9. Replacement of parts for routine maintenance or normal wear and tear.
10. Products, parts or accessories covered by other warranty provisions outside the scope of this warranty, whether such warranty is from Yamaha or another manufacturer.
11. Products, parts or accessories that relate to any pending legal proceeding, recall or other service campaign.
12. Parts or accessories intended for use on products other than Qualified Products.

13. Issues arising under any circumstances outside of the limited scope provided herein.
14. Claims that Yamaha believes in good faith to be the result of: collision or other accident, theft, vandalism, riot, explosion, earthquake, lightning, freezing, overheating, internal or external fire, water or flood damage (including prior flood damage), negligent, reckless, knowing or intentional damage, timing chain failure, improper service or maintenance, manufacturer defect, improper installation of any part, fluid contamination (i.e. coolant, fuel, water or foreign material) or the failure to keep the motor oil and engine coolant at levels prescribed for the Qualified Product.
15. Claims filed after the maximum mileage, hours of operation, or time limit has been reached.
16. Customers located outside of the contiguous United States.

THE CUSTOMER'S RESPONSIBILITY under this warranty shall include without limitation:

1. Comply with all requirements as stated herein.
2. Use and maintain the Qualified Product and Covered Parts as specified in the appropriate Owner's Manual, or as specified with any instructions that came with the accessory, including without limitation: (a) regular replacement and/or cleaning of air filters; (b) maintain emission control systems in compliance with all applicable laws; (c) repair oil leaks and other routine maintenance and repair of normal wear and tear of the Qualified Product.
3. Contact an authorized Yamaha dealer or Yamaha Customer Support within ten (10) days after discovery of what Covered Customer reasonably believes to be a Qualified Breakdown, and present the Qualified Product to the authorized Yamaha dealer along with all applicable documentation required herein, including without limitation: (a) copies of all service and purchase receipts as proof (receipts must be printed, not hand written, and specify clearly and unambiguously the Dealer name and address, Date of Service/purchase, Yamalube oil (viscosity grade, type and part number) and Yamaha Genuine Oil Filter part number, if applicable; and (b) purchase receipts for all engine related maintenance.
4. Pay labor charges (if any): (a) for labor other than Covered Labor; (b) if the dealer determines there is no Qualified Breakdown; or (c) this Limited Warranty does not otherwise apply.
5. By accepting any payment of coverage provided under this Limited Warranty, Covered Customer thereby provides Yamaha with rights of subrogation with respect to the amount paid out by Yamaha, and Covered Customer assigns to Yamaha its right to recover from any third party based on claim Covered Customer might have against such party, up to the amount of, or fair value thereof, the coverage provided by Yamaha to Covered Customer.
6. To make Qualified Product readily available for inspection by a Yamaha Authorized Dealer and/or Yamaha Representative. Covered Customer is responsible for any and all transportation cost for said inspection.

THE TERMS OF THIS LIMITED WARRANTY MAY BE REVISED BY YAMALUBE, FROM TIME TO TIME, IN ITS SOLE DISCRETION, AND SHALL BE POSTED TO WWW.YAMALUBEADVANTAGE.COM.

YAMAHA MOTOR CORPORATION, U.S.A. MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS AND TIME LIMITS STATED IN THIS WARRANTY ARE

HEREBY DISCLAIMED BY YAMAHA MOTOR CORPORATION, U.S.A. AND EXCLUDED FROM THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

YAMAHA MOTOR CORPORATION, U.S.A. WILL NOT BE RESPONSIBLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL CONSEQUENTIAL DAMAGES FROM THE COVERAGE PROVIDED HEREIN, INCLUDING LOSS OF USE, TOWING, LODGING, BUSINESS INTERRUPTION, LOST PROFITS, DAMAGE TO OTHER PROPERTY OR PERSONS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.