

## SPORT BOAT WARRANTY POLICY

In this warranty, the term SPORT BOAT shall refer to a new SPORT BOAT manufactured by the YAMAHA MOTOR COMPANY, LTD. ("MANUFACTURER") under the trade name of Yamaha, distributed by YAMAHA MOTOR CANADA LTD. ("YAMAHA"), sold at retail by an authorized YAMAHA dealer ("DEALER"), and normally operated within Canada and registered in Canada. The term CUSTOMER shall refer to the owner or lessee of record of the SPORT BOAT registered with YAMAHA and to any subsequent owner, and the term DELIVERY shall refer to the date of delivery of the SPORT BOAT from the DEALER to the CUSTOMER.

### Section A - Warranty

Subject to Section D, YAMAHA offers the following warranty coverage to the CUSTOMER:

1. The period of warranty shall be 5 years commencing on DELIVERY on the hull and deck of all SPORT BOATS purchased for pleasure or government use;
2. The period of warranty shall be one year commencing on DELIVERY on the hull and deck of all SPORT BOATS purchased for commercial use;
3. The period of warranty shall be one year commencing on DELIVERY on all other components of all SPORT BOATS purchased for pleasure or government use;
4. The period of warranty shall be 90 days commencing on DELIVERY on all other components of all SPORT BOATS purchased for commercial use;
5. Any part defective by reason of the MANUFACTURER'S faulty workmanship or material will be replaced or repaired free of charge;
6. Any repairs and adjustments made necessary by reason of the MANUFACTURER'S faulty workmanship or material will be performed free of charge.

Note: Commercial applications include, but are not necessarily limited to rental outlets.

The MANUFACTURER reserves the right to change the design of any model without obligation to modify any model previously manufactured.

### Section B - Subsequent Owner

The warranty set forth in Section A may be transferred to any subsequent owner provided that the period of warranty has not expired and that the CUSTOMER has complied with all terms and conditions of this warranty.

The subsequent owner has the responsibility for ensuring that a change of registration is sent to YAMAHA at the time of such transfer of ownership.

This transfer must be done by contacting the DEALER who will forward the following information to YAMAHA:

- a) the complete model and serial number as shown on the original warranty document;
- b) the name of the previous owner;
- c) the original delivery date of the SPORT BOAT;
- d) the complete name and address of the subsequent owner;
- e) the indication that the subsequent owner has received and read the owner's manual and this warranty policy.

### Section C - Obtaining Repairs Under Warranty

To obtain repairs under warranty, the CUSTOMER must:

1. Ensure that the SPORT BOAT is properly operated, maintained and stored as specified in the Owner's Manual;
2. Give notice to a DEALER of any and all apparent defects immediately upon discovery and make the SPORT BOAT available at that time for inspection and repair at the DEALER'S place of business;
3. Provide proof of warranty coverage to such DEALER (CUSTOMER'S copy of the New Vehicle Information Statement: N.V.I.S.);
4. Authorize the DEALER to tear down the SPORT BOAT for diagnostic evaluation should it be required.

All warranty repairs must be done by a DEALER and final approval of any repairs rests with YAMAHA. All parts replaced become the property of YAMAHA.

### Section D - Exclusions

1. This warranty does not apply unless:
  - a) The SPORT BOAT has been fully assembled and set to the MANUFACTURER'S operating specifications by a DEALER prior to DELIVERY to the CUSTOMER;
  - b) The CUSTOMER has followed the break-in and storage instructions and all other instructions shown in the Owner's Manual;
  - c) The CUSTOMER can provide record of maintenance having been performed as

- recommended in the Owner's Manual;
- d) Requests for repairs under warranty have been made as prescribed in Section C.
2. This warranty does not cover the repair of damage resulting from abuse or neglect of the SPORT BOAT. Examples of abuse and neglect include, but are not limited to:
- a) Racing or competition use, modification of original parts, abnormal strain;
- b) Use of lubricants, oils and fuel/oil mixtures other than those recommended in the Owner's Manual, improperly installed accessories or use of parts or accessories that are not equivalent in design and quality to genuine Yamaha parts;
- c) Damage as a result of accidents, collisions, contact with foreign materials, impact, submersion or use of the SPORT BOAT after discovery of a defect;
- d) Appearance-related damages of body parts. Examples of such damages include but are not limited to: scratches, dents, fading, flaking, peeling.
3. This warranty does not extend to:
- a) Growth of marine organisms on jet pump/motor or on hull surfaces;
- b) SPORT BOATS which have been modified in any way from the standard specifications as shown in the Owner's Manual;
- c) Gel coat/paint finish, blisters, cracks or crazing;
- d) Normal wear and tear, corrosion and routine maintenance, such as the recommended service inspections;
- e) SPORT BOATS from which the MANUFACTURER'S identification numbers have been removed, or whose identification numbers have been altered or mutilated;
- f) Pre-delivery inspection, assembly;
- g) Wear and tear, and/or maintenance parts, such as oil and lubricants, spark plugs, hubs, fuel and oil filters, brushes for the starter motor, pump impellers, liners, impeller housing, sacrificial anodes and batteries;
- h) Inconvenience, loss of time, loss of income or loss of use of the SPORT BOAT or any consequential damage of any kind;
- i) Transporting the SPORT BOAT to and from a DEALER'S premises;
- j) Haul-out, launch or storage costs;
- k) Damages from theft, fire, vandalism, explosion, water or acts of God.

## SECTION E

This warranty is in addition to, and not a modification of, any warranty required by the laws of any province of Canada.

Subject to any applicable sales or consumer legislation, the above warranty is in lieu of any warranty or representation, express or implied, including any warranty of performance, merchantability or fitness for a particular purpose on the part of YAMAHA, and any other obligation or liability on behalf of YAMAHA, and the above warranty constitutes your sole remedy and the full liability of YAMAHA. In no event shall YAMAHA be liable for special, incidental or consequential damages howsoever caused, whether by negligence or otherwise resulting directly or indirectly from the use of the SPORT BOAT, or the SPORT BOAT'S having replacement parts or the unavailability of replacement parts. YAMAHA does not assume or authorize any person to create or assume for YAMAHA any obligation or liability in connection with the SPORT BOAT or any part thereof distributed by YAMAHA.