

YAMAHA SNOWMOBILE WARRANTY POLICY

In this warranty, the term SNOWMOBILE shall refer to a new snowmobile 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'), normally operated within Canada and registered in Canada. The term CUSTOMER shall refer to the owner or lessee of record of the SNOWMOBILE registered with YAMAHA and to any subsequent owner, and the term DELIVERY shall refer to the date of delivery of a SNOWMOBILE 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:
 - a) **Basic Period of Warranty**
The basic period of warranty shall be one year from DELIVERY of all SNOWMOBILES purchased for private or government use;
 - b) **Additional Period of Warranty**
In the event DELIVERY occurs in the period between July 15 and October 31, the warranty shall extend to October 31 of the following year;
 - c) The period of warranty shall be 6 months from DELIVERY on SNOWMOBILES used for commercial applications. This period of warranty will be applied to any SNOWMOBILE for which a commercial rebate has been issued or any SNOWMOBILE which has been identified as being used for commercial applications.

Note: Please refer to the current Sales Program for warranty periods on demonstrator and rental units.

2. Any part defective by reason of the MANUFACTURER'S faulty workmanship or material will be replaced or repaired free of charge;
3. Any repairs or adjustments made necessary by reason of the MANUFACTURER'S faulty workmanship or material will be performed free of charge.

4. The following clutch coverage is for SNOWMOBILES purchased for private or government use only:
 - a) Normal wearing clutch parts will be repaired or replaced free of charge for a period of 3 months from DELIVERY or 2,000 kms, whichever comes first;
 - b) Structural clutch failures are covered for one year from DELIVERY;
 - c) This coverage excludes V-belt.

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 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 SNOWMOBILE;
- 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 SNOWMOBILE 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 SNOWMOBILE 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 SNOWMOBILE 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 SNOWMOBILE 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, maintenance and off-season storage instructions contained in the Owner's Manual and all other instructions shown in the Owner's Manual;
 - c) The CUSTOMER can provide record of maintenance and off-season storage 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 SNOWMOBILE. 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 SNOWMOBILE after discovery of a defect;
 - d) damage appearance related damages of body parts. Examples of such damages include but are not limited to: scratches, dents, fading, flaking, peeling;
 - e) SNOWMOBILES operated on surfaces not covered with sufficient snow to provide

lubrication.

3. This warranty does not extend to:
 - a) SNOWMOBILES which have been modified in any way from the standard specifications as shown in the Owner's Manual, including any SNOWMOBILE whose odometer has been altered;
 - b) normal wear and tear, corrosion and routine maintenance, such as the recommended service inspections;
 - c) pre-delivery inspection and assembly;
 - d) SNOWMOBILES from which the MANUFACTURER'S identification numbers have been removed or whose identification numbers have been altered or mutilated;
 - e) wear and tear and/or maintenance parts such as drive belts, oils and lubricants, spark plugs, high-tension cables, skis, ski wear rods, ski skins, sliders, tracks, track clips, track cleats, batteries, sealed beams, light bulbs, filters and fuses;
 - f) inconvenience, loss of time, loss of income or loss of use of the SNOWMOBILE or any consequential damage of any kind;
 - g) damages from theft, fire, vandalism, explosion, water or acts of God;
 - h) storage costs, or transportation and shipping costs related to the performance of this warranty.

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 SNOWMOBILE, or the SNOWMOBILE'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 SNOWMOBILE or any part thereof distributed by YAMAHA.