Yamaha Side-By-Side Off-Road Vehicle Warranty Policy

In this warranty, the term ‘SSV’ shall refer to a new side-by-side off-road vehicle manufactured by 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’). The term ‘CUSTOMER’ shall refer to the owner or lessee of record of the SSV registered with YAMAHA and to any subsequent owner, and the term ‘DELIVERY’ shall refer to the date of delivery of the SSV from the DEALER to the CUSTOMER.

Section A — Warranty

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

1. Periods of warranty:
   a) Pleasure Use (including government use)
      The period of warranty shall be one year commencing on DELIVERY on all models purchased for pleasure or government use;
   b) Commercial Use
      The period of warranty shall be six months commencing on DELIVERY on any SSV which has been identified as being used for commercial applications.

2. During these periods of warranty:
   a) Any part defective by reason of the MANUFACTURER’S faulty workmanship or material will be replaced or repaired free of charge;
   b) Any repairs or adjustments made necessary by reason of the MANUFACTURER’S faulty workmanship or material will be performed free of charge.

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:
1. the complete model and serial number as shown on the original warranty document;
2. the name of the previous owner;
3. the original delivery date of the SSV;
4. the complete name and address of the subsequent owner;
5. 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 SSV 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 entire SSV 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 SSV 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 SSV 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 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 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 SSV. Examples of abuse and neglect include, but are not limited to:
   a) racing, competition, modification of original parts or abnormal strain;
   b) use of lubricants, oils, fuel and additives 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 SSV 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) SSV’s which have been modified in any way from the standard specifications as shown in the Owner's Manual, including any SSV 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) SSV’s 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 chains, clutch plates and facings, oils and lubricants, spark plugs, high-tension cables, batteries, generator brushes, sealed beams and light bulbs, tires, filters, brake pads, drive belts and fuses;
   f) inconvenience, loss of time, loss of income or loss of use of the SSV 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;
   i) damage due to “flat towing” (see your DEALER for explanation).

Section E — Emissions Control System Warranty

YAMAHA warrants to the CUSTOMER of an SSV covered by this warranty that the SSV is designed, built and equipped so as to conform at the time of DELIVERY with all federal emissions standards applicable at the time of manufacture and that it is free from defects in materials and workmanship which would cause it not to meet these standards within a thirty-month period. Failures other than those resulting from defects in material or workmanship, which arise solely as a result of owner abuse and/or lack of proper maintenance, are not covered by this warranty.

Section F

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, expressed 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 SSV, or the SSV 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 SSV or any part thereof distributed by YAMAHA.

Original Equipment Tires

Tires supplied as original equipment on your SSV are warranted separately by the individual tire manufacturer or its representatives. Generally speaking, this warranty covers defects in workmanship or material.

Storing Your SSV

If your SSV is not to be used for 60 days or more, it must be properly stored to ensure against deterioration. You should consult your Owner’s Manual for storage details, but WE RECOMMEND THAT YOU HAVE AN AUTHORIZED YAMAHA SSV DEALER PREPARE YOUR SSV FOR
STORAGE. Their highly-trained staff have the experience and the qualifications to do the job right.

YAMAHA cannot accept responsibility for damage to your vehicle or personal injury resulting from negligence or lack of experience in the preparation of your SSV for storage.

Pre-delivery Inspection Checklist
The DEALER has assembled, inspected and tested the SSV according to the Yamaha SSV Pre-delivery Inspection Checklist prior to DELIVERY to the CUSTOMER (some items may not be applicable to all models). These items include:

- Brakes
- Clutch
- Fluid Levels
- Drive System
- Cooling System
- Fuel / Throttle System
- Wheels / Tires / Suspension
- Steering and Controls
- Electrical System
- Replacing damaged or missing parts
- Test Ride

The Yamaha SSV Pre-delivery Inspection Checklist has been provided to the CUSTOMER at the time of DELIVERY.

Change of Address or Other Owner Information
If you should move after you have purchased your SSV, please contact the DEALER who will forward the required information to YAMAHA. Provide the DEALER with the model name and serial number as shown on the N.V.I.S., along with your new mailing address (or other information). This will ensure that YAMAHA has an up-to-date registration record.