



**YANMAR EXTENDED COVERAGE (Y-SUP)**

**PLEASE READ THIS CONTRACT CAREFULLY. IT CONTAINS THE ENTIRE AGREEMENT BETWEEN YANMAR AMERICA 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. YANMAR AMERICA DOES NOT AUTHORIZE ANYONE TO CREATE FOR IT ANY OBLIGATION THAT IS NOT CONTAINED IN THIS CONTRACT. THE PURCHASE OF THIS Y-SUP CONTRACT IS NOT REQUIRED TO OBTAIN FINANCING OR TO PURCHASE OR LEASE THIS VEHICLE.**

**DEFINITIONS**

Definitions of key words used in this Contract (key words appear in bold type):

**Y-SUP CONTRACT:** this **YANMAR Y-SUP** Contract which includes your name and the information about your **YANMAR UTV**.

**DECLARATIONS:** that portion of the Y-SUP Contract with information about the customer and the covered vehicle.

**CUSTOMER, YOU, or YOUR:** the owner of record of the vehicle shown in the declarations registered with **YANMAR**.

**COVERED VEHICLE, IDENTIFIED VEHICLE, VEHICLE or YOUR VEHICLE:** the UTV shown in the declarations.

**YANMAR DEALER:** the authorized **YANMAR Dealer** who sold you this **Y-SUP** Contract, or another franchised **YANMAR 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 UTV(s):** a UTV with a **YANMAR** Limited Warranty in effect at the time of **Y-SUP** Contract sale. Refer to the Warranty Statement that came with your purchase.

**USED UTV(s):** sold by the **YANMAR Dealer** for which the **YANMAR Y-SUP** Limited Warranty has expired, and which meets specific eligibility requirements.

**LIMITED WARRANTY:** the warranty which comes with the new vehicle from **YANMAR** at no charge to the customer.

**GENERAL PROVISIONS**

This **Y-SUP Contract** governs a specific agreement between **YANMAR** and the **customer** which is applicable exclusively to the **covered UTV**. **YANMAR** will, without cost to the **customer** and subject to the conditions and exclusions of this **Y-SUP Contract**, repair or replace parts damaged as a result of a **mechanical breakdown** when the **covered vehicle** is made available for repairs at a **YANMAR Dealer**. At **YANMAR's** discretion, replacement parts used in covered repairs will be **genuine YANMAR** new, **genuine YANMAR** re-manufactured, or parts of like kind and quality.

**YANMAR's LIABILITY**

**YANMAR's** liability under this **Y-SUP Contract** shall not exceed the actual cash value of the **vehicle** at the time of **mechanical break-down** as determined by standard manuals establishing vehicle value. **THE TOTAL OF ALL CLAIMS PAID.**

**DURING THE TERM OF THE Y-SUP CONTRACT SHALL IN NO EVENT EXCEED THE PRICE THE CUSTOMER PAID FOR THE UTV.**

**CUSTOMER'S RESPONSIBILITY**

CUSTOMER'S INITIALS

The **customer's** responsibility under this **Y-SUP Contract** shall be to:

1. Operate and maintain the **UTV** as specified in the appropriate owner's manual. (In Minnesota, if the **UTV** was not equipped with an owner's manual when **you** purchased the **UTV**, upon **your** request, and for a fee, **YANMAR** will provide **you** with an owner's manual which lists the manufacturer's maintenance schedule.)
2. Give notice to a **YANMAR 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 **YANMAR Dealer's** place of business.
3. Either (a) use the maintenance log provided with the **Y-SUP Contract** and have it verified by the **YANMAR 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).
4. Follow **YANMAR** guidelines for the quality and type of fuel, oil, and lubricants used. Failure to follow guidelines in the appropriate owner's manual may result in denial of certain claims.
5. Follow the guidelines on **storage** of the **vehicle**. Failure to properly store **your vehicle** may result in denial of engine related **mechanical breakdown** claims.

### California

Performance to **you** under this **Y-SUP 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-SUP 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

The State of Connecticut has established a process to settle disputes between **you** and **us** arising from this **Y-SUP 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-SUP Contract**, the cost of repair, and a copy of this **Y-SUP Contract**.

### Indiana

**Your** proof of payment to the **YANMAR Dealer** for this **Y-SUP Contract** is considered proof of payment to the insurance company.

### Iowa

**You** may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 6th Floor, Lucas State Office Building, Des Moines, IA 50319.

**Idaho** Coverage afforded under this Agreement is not guaranteed by the Idaho Insurance Guar-antee 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 MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. **YOU** CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE 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 dealer is covered by an express warranty which the dealer shall provide to the customer. At a minimum, the express warranty applies to the following terms: (1) if the used motor

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-SUP Contract** may be covered by the express 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.

### Oregon

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

### 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. TDLR# 70024813, lic# 259.

### Wisconsin

This **Y-SUP Contract** is subject to limited regulation by the office of the Commissioner of Insurance.

### TRANSFER RIGHTS

This **Y-SUP Contract** is transferable.

To transfer the **Y-SUP Contract** from **you** to the subsequent **customer**, it is required that a transfer of registration and inspection be performed by a **YANMAR 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-SUP Contract, any dealer charges for performing any inspections nec-essary will be the customer's responsibility.

**Warranty** period plus the number of months of **Y-SUP Contract** coverage purchased. **YANMAR Limited Warranty** periods vary. The **Y-SUP Contract term** expires on the date shown in the **Declarations**.

### FOR USED VEHICLES

The **term** of the **Y-SUP Contract** for **your used YANMAR vehicle** is the number of months of **Y-SUP Contract** coverage purchased at the time of **used vehicle** sale, and is shown in the **Declarations**. The **used vehicle** is eligible **only** if the **YANMAR Dealer** sells (sold) **you** the **used vehicle** and the **Y-SUP Contract** on the same day. **YANMAR will not** provide coverage for **used vehicles** which are not sold by the **YANMAR Dealer**.

The coverage afforded by this **Y-SUP Contract** is still available should the **Y-SUP Contract term** lapse while **your vehicle** is in the custody of the **YANMAR Dealer** undergoing a covered repair.

### COVERAGE

During the term of the **Y-SUP Contract**, any **YANMAR Dealer** will provide at no cost to the **customer**:

1. Repair or replacement of any part determined to be defective by **YANMAR** as a result of a **mechanical breakdown** subject to the **General** and **Specific Exclusions** contained in this **Y-SUP Contract**. All parts replaced under this **Y-SUP Contract** become the property of **YANMAR**.

## GENERAL EXCLUSIONS

**General Exclusions** from this **Y-SUP 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 YANMAR** 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 **Y-SUP Contract** does not cover:

### 1. 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 liner, 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; slide runners; sliding frame; shock absorbers; and clutch weights, rollers, pins, and bushings.

2. **Mechanical breakdown** caused by improper **storage**. The **customer** must have proof that proper **storage** procedures have been completed if requested by **YANMAR** in relation to a specific **mechanical breakdown**.

3. If a particular **mechanical breakdown** is caused by operation or maintenance other manual, that **mechanical break-down** will not be covered by this **Y-SUP Contract**.

4. **Mechanical breakdown(s)** caused by parts that have failed due to improper maintenance.

5. **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. Seats, padding, upholstery, cushions, fabric, vinyl, stitching; stains on or damage or wear to seats, padding, upholstery, cushions, fabric, vinyl, and stitching.

6. **AUDIO COMPONENTS**.

7. **Mechanical breakdown(s)** while the **vehicle** is under the **YANMAR Limited Warranty** or when the component is covered by a manufacturer's modification or recall program.

8. Non UTV machines.

9. For UTV: **mechanical break-down(s)** caused by operation of the **vehicle** when there is not adequate snow.

10. Damage from theft, fire, freezing, vandalism, riot, explosion, flood, hail, lightning, earthquake, windstorm, water, or collision.

11. **Mechanical breakdown** or damage to ANY COMPONENT(S) caused by water, sand and/or corrosion, or impact with any underwater object.

12. Loss which occurs due to failure to maintain proper fluid and/or lubricant levels as specified by **YANMAR** or due to improper oil/gas mixture ratios.

13. FAILURE OF FINAL DRIVE CHAINS/BELTS OR SPROCKETS, DAMAGE DUE TO FINAL DRIVE CHAIN/BELT BREAKAGE.

14. Damage due to alteration, modification or use of the **covered vehicle** not recommended by **YANMAR**. (In Georgia: this exclusion does not apply to modifications made prior to **vehicle** and **Y-SUP Contract** purchase.)

15. Damage due to failure of "non-stock" or modified parts.

16. **Pre-existing conditions**. (Except in Minnesota.)

17. **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 usage.

18. 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**.

19. 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.

20. Failure to show proof of servicing may result in the denial of coverage.

21. 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.

22. THIS **Y-SUP 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.

## CLAIM PROCEDURE

In the event of a **mechanical breakdown**, the **customer** must follow these procedures:

Protect the **vehicle** to prevent further damage. Continued operation of the **vehicle** may result in damage that may not be covered by this **Y-SUP Contract**. Return the **vehicle** within ten (10) days to the **YANMAR Dealer** who sold you this **Y-SUP Contract**. If this is not possible, you can have the repairs done at another **YANMAR Dealer**. Provide the **YANMAR 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 **YANMAR Dealer** to tear down the **vehicle** for diagnostic evaluation. If there is not a **mechanical breakdown** covered by this **Y-SUP Contract**, the **customer** is responsible for the costs of diagnosis and teardown.

**NOTE:** When the repair work is completed, be sure to have your **Y-SUP 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 **YANMAR** at (855) 416-7091 for further instructions.

## CANCELLATION

### Cancellation By The Customer

You may cancel this **Y-SUP Contract** at any time. To cancel, you must mail this **Y-SUP Contract** or provide written notice to the **YANMAR Dealer** who sold you this **Y-SUP Contract**. If you cancel this **Y-SUP 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-SUP Contract** within the first sixty (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-SUP Contract** after thirty (30) days [sixty (60) 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 **YANMAR Limited Warranty** went into effect is used to calculate the elapsed term of the **Y-SUP Contract**. All refunds will be paid to you or to the lienholder, if applicable, by the **YANMAR Dealer** who sold you this **Y-SUP Contract**.

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, **YANMAR** may cancel this **Y-SUP Contract** for the following reasons:

- if **you** have not paid for the **Y-SUP Contract**;
- if there has been a material misrepresentation or fraud at the time of sale of this **Y-SUP Contract**;

or

- 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 **YANMAR** cancels this **Y-SUP Contract** after thirty (30) days, a pro-rata refund will be made based upon the time used. **YANMAR** will notify **you** in writing fifteen (15) days prior to cancelling this **Contract**. For new **vehicles**, the original date the **YANMAR Limited Warranty** went into effect is used to calculate the elapsed term of the **Y-SUP Contract**. All refunds will be paid to **you** or to the lienholder, if applicable, by the **YANMAR Dealer** who sold **you** this **Y-SUP Contract**.

If this **Y-SUP Contract** is financed, and **your vehicle** is a total loss or is repossessed, **you** authorize **your** lienholder to cancel this **Y-SUP Contract** and receive the refund.

This **Y-SUP Contract** is amended to comply with the following state requirements:

**Alabama, Hawaii, Iowa, Maryland, Nevada, New York, South Carolina, Texas, Vermont, & Wyoming**

**Cancellation Section** is amended to include:

**Cancellation During the "Free-Look" Period** If **you** cancel this **Y-SUP Contract** be void and **you** will receive a full refund of the **Y-SUP 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-SUP Contract** to **YANMAR**. The provisions of this paragraph only apply to the original purchaser of this **Y-SUP Contract**. The refund will be paid to **you**, or a person **you** authorize.

If **YANMAR** cancels this **Y-SUP Contract**, the administrative fee is not applicable and **YANMAR** will mail you written notice fifteen (15) days prior to cancellation.

**California, Georgia, Illinois, North Carolina, Oklahoma**

**Cancellation Section** is amended to include:

If **you** cancel this **Y-SUP Contract** within the first thirty (30) days, the administrative fee is twenty-five dollars (\$25.00) or ten percent (10%) of the **Y-SUP Contract** charge, whichever is less. If this **Y-SUP 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 **YANMAR** 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.