

# Yamaha 10 Year Belt Warranty Terms & Conditions

## YAMAHA MOTOR EUROPE N.V. YAMAHA ATV & SIDE-BY-SIDE – 10 YEAR V-BELT LIMITED WARRANTY

Yamaha Motor Europe N.V. a company incorporated under the laws of the Netherlands, having its registered office in (1119NC) Schiphol-Rijk at the Koolhovenlaan 101, the Netherlands” (“Yamaha”) hereby warrants to the original registered owner of an eligible Yamaha ATV greater than 50cc or Side-by-Side vehicle (“Covered Vehicle”) purchased from a Yamaha dealer authorized to sell and service the product in Europe, and registered in Europe (“Date of Original Purchase”), that the V-belt as originally factory installed within the Covered Vehicle will be free from defects in material and workmanship for the period of time stated herein, subject to certain stated limitations.

**THE TERM OF THE WARRANTY** is ten (10) years from the Date of Original Purchase of the Covered Vehicle or the transfer of title of the Covered Vehicle to a subsequent owner. This is registered as Warranty Start Date in the Yamaha system upon retail sale by the Authorized Dealer to the first Customer. This warranty is wholly separate from and in addition to the Limited Warranty that comes with the new vehicle from Yamaha at no charge to the customer.

**DURING THE TERM OF THIS WARRANTY**, any Yamaha Dealer authorized to sell and service the product in Europe will, free of charge, repair or replace, at Yamaha’s option and sole discretion, the V-belt, if adjudged defective by Yamaha due to faulty workmanship or material from the factory. Any other repair or replace, at Yamaha’s option and sole discretion, any other parts required as a result of the defective V-belt, provided the owner return the Covered Vehicle, with transportation prepaid, to the Yamaha dealer should be claimed under ‘Yamaha Motor Factory Warranty’ conditions. The Covered Vehicle owner shall be responsible for all transportation, loss of time, inconvenience, travel expense, loss of use, towing, storage and other expenses incurred in returning the Covered Vehicle for warranty service. All parts replaced under warranty will become the property of Yamaha.

**YAMAHA’S LIABILITY** under this 10-year limited warranty liability shall in no event exceed the actual cash value of the covered items and shall not exceed the Fair Market Value of the Covered Vehicle at the time of the covered repair, an amount equal to the private sale value of the Covered Vehicle on the date of a breakdown.

THE TOTAL OF ALL CLAIMS PAID DURING THE TERM OF THE WARRANTY SHALL IN NO EVENT EXCEED THE PRICE THE CUSTOMER PAID FOR THE COVERED VEHICLE.

**CUSTOMER’S RESPONSIBILITY:** Under the terms of this limited warranty, the original owner of the Covered Vehicle will be responsible for ensuring that the Covered Vehicle is properly operated, maintained, and stored as specified in the applicable Owner’s Manual.

The owner of the Covered Vehicle shall give notice to an authorized Yamaha dealer<sup>1</sup> of any and all apparent defects within ten (10) days of discovery and make the vehicle available for inspection and/or repairs. If requested, the owner of the covered vehicle must provide 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, showing all maintenance specified in the applicable Owner's Manual has been performed. In the event an apparent defect is discovered, protect the Covered Vehicle to prevent further damage (continued operation of the Covered Vehicle may result in damage that may not be covered by this limited warranty).

**EXCLUSIONS** from this Warranty shall include:

1. Improper use in an application other than that for which the manufacturer intended (as noted in the owner's manual), including exceeding the vehicle's maximum load and towing limits.
2. Rental use.
3. Competition or racing use.
4. Abnormal strain, neglect, or abuse, including clutch overheating and submersion in water or mud.
5. Damage due to ingestion of water, snow, dirt, or other contaminants into the V-belt case.
6. Lack of proper maintenance and storage of the Covered Vehicle as described in the Owner's Manual.
7. Alteration, modification, or use of the Covered Vehicle not recommended by Yamaha, including use of "non-stock" or modified parts.
8. Cost of labor for replacement of a defective part or accessory (other than the V-belt).
9. Replacement or service of the V-belt for routine maintenance, normal wear and tear, or due, wholly or in part, to any cause other than faulty workmanship or material from the factory.
10. Parts covered by the Yamaha Limited Warranty on the vehicle or by any pending legal proceeding, recall, or other service campaign.
11. Issues arising under any circumstances outside of the limited scope provided herein.
12. Claims that Yamaha believes in good faith to be the result of: collision or other accident; theft; vandalism; riot; explosion; earthquake; lightning, freezing; internal or external fire; water or flood damage (including prior flood damage); negligent, reckless, knowing or intentional damage; improper service or maintenance, manufacturer defect other than the V belt, improper installation of any part, fluid contamination (i.e. coolant, fuel, water or foreign material) or the failure to keep the motor and engine coolant at levels prescribed for the Covered Vehicle.

THIS IS NOT A SERVICE CONTRACT OR INSURANCE.

***YAMAHA 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 LIMITS STATED IN THIS WARRANTY ARE HEREBY DISCLAIMED BY YAMAHA AND EXCLUDED FROM THIS WARRANTY. THIS WARRANTY DOES NOT COVER ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF TIME, AND INCONVENIENCE. YAMAHA'S LIABILITY IS LIMITED TO REPAIRING OR REPLACING THE YAMAHA V-BELT AS PROVIDED IN THIS WARRANTY.***

**THIS DOCUMENT CONTAINS THE ENTIRE WARRANTY GIVEN BY YAMAHA AND THERE ARE NO TERMS, PROMISES, CONDITIONS OR WARRANTIES OTHER THAN THOSE CONTAINED HEREIN. NO ORAL OR WRITTEN INFORMATION OR ADVANCE GIVEN BY YAMAHA, ITS DEALERS, REPRESENTATIVES, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY BY YAMAHA OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.**

1: official Yamaha Dealer can be found on the 'Dealer locator' tab at the [local Yamaha web-page](#)