

DIGITAL RETAIL AGREEMENT

This Digital Retail Agreement (these “Terms” or “Agreement”) governs the placing of a reservation (“Reservation”) with Yamaha Motor Corporation, USA (“Yamaha Motor Corp. USA” or “we” or “us”) for a motorsports vehicle (“Vehicle”) through the Digital Retail Program (“Program”). Please read all these Terms carefully before submitting your Reservation. By submitting your Reservation, you agree to be legally bound by these Terms.

If you object to any of these terms, your sole recourse is to stop using the Program.

1. Reservation Process

Each Reservation you submit for a Vehicle acts as a deposit for a future purchase of the Vehicle. You are under no obligation to purchase a Vehicle from a participating dealer, and we are under no obligation to supply you with a Vehicle. Limit 3 Reservations per customer.

These Terms allow you to configure a vehicle and pay a Reservation deposit. These Terms do not constitute an agreement for the sale or purchase of a Vehicle. These Terms do not guarantee Vehicle production, configuration, or delivery. You must contact the participating authorized dealer to discuss pricing and complete the purchase of the Vehicle. Your Reservation does not guarantee a set price for the Vehicle. The participating dealer sets the Vehicle price, which may differ from the manufacturer suggested retail price (“MSRP”). Participating dealer prices may vary. MSRP excludes tax, license, registration, destination charge and dealer installed options and accessories.

You will be required to select a participating dealer as part of the Reservation process. Your information including name, address, e-mail address and Vehicle information will be shared with the participating dealer you select. Your credit card information will not be shared. We, at our sole discretion, may decline or cancel your Reservation at any time, for any reason. If your Reservation is declined or canceled, you will be notified, and your Reservation fee will be refunded.

2. Reservation Eligibility: Age and Residency;

Entity Reservations

This Program is not available in California.

You must be at least 18 years of age and a resident of the United States to reserve a Vehicle. By agreeing to these Terms, you represent and warrant to us that you are at least 18 years of age and a resident of the United States. If you are reserving a Vehicle on behalf of a company, organization, or entity (an

“Entity”) located in the United States, you represent and warrant that you have the authority to bind that Entity to these Terms and such Entity agrees to be bound by these Terms.

You represent and warrant that you are not a broker and that your participation in this Program is for your own benefit on your own behalf. We may cancel your Reservation in the event we determine that you have engaged in brokering.

Read the Owner’s Manual and the product warning labels before operation.

You represent and warrant that you will follow all Yamaha recommendations when reserving a Vehicle, including, but not limited to, the following age recommendations:

ATV Riders:

YFZ50 is recommended for use only by riders 6 years and older and always with adult supervision.

Raptor 90 and Grizzly 90 are recommended for use only by riders 10 years and older and always with adult supervision.

All other ATV models are recommended for use only by riders 16 years and older. YFZ450 / YFZ450R and Raptor 700 / Raptor 700R recommended for experienced riders only.

Yamaha recommends that all ATV riders take an approved training course. For safety and training information, see your dealer or call the ATV Safety Institute at 1-800-887-2887. ATVs can be hazardous to operate. For your safety: Always avoid paved surfaces. Never ride on public roads. Always wear a helmet, eye protection and protective clothing; never carry passengers; never engage in stunt riding; riding and alcohol/drugs don’t mix; avoid excessive speed; and be particularly careful on difficult terrain.

Motorcycle Riders:

Dress properly for your ride with a helmet, eye protection, riding jacket or long sleeve shirt, long pants, gloves and boots. Yamaha and the Motorcycle Safety Foundation encourage you to ride safely and respect the environment. For further information regarding the MSF course, call 1-800-446-9227.

Failure to follow these recommendations may result in a cancellation of your reservation by Yamaha or sale by the participating dealer.

3. Registration

When placing a Reservation for a Vehicle, you represent and warrant that all information provided is accurate, and it is your responsibility to keep this information current at any time by calling (800) 962-7926. Yamaha Motor Corp. USA shall not be liable for inaccurate or outdated information.

4. Payment

You will be charged the fee indicated (the "Reservation Fee" or "Reservation Deposit") when you place your Reservation. Placing a Reservation constitutes your express agreement to be charged the Reservation Fee using your provided payment method. Your payment will be held by Yamaha Motor Corp. USA in a separate account designated solely for Reservations and released for application towards the final sales price of Your Selected Vehicle when you execute the final sales agreement between you and the dealer.

5. No Guarantee of Delivery Date

We will endeavor to produce the Vehicle in the future and your priority will be set by the date of payment of your Reservation Fee, our manufacturing schedule and execution of the final sales agreement between you and the dealer. There is no guarantee as to delivery date based on your Reservation.

6. Cancellation/Refund

You may cancel your Reservation and receive a full refund of your Reservation Fee at any time by calling (800) 962-7926 with the address you used to make the Reservation or an updated address you have added to your Yamaha Motor Corp. USA account. You will receive your refund within approximately 10-15 business days. Yamaha Motor Corp. USA promotional items, if any, received at the time of Reservation are yours to keep even after cancellation. Yamaha Motor Corp. USA may cancel your Reservation at any time and will issue a full refund of your Reservation Fee to the address on file.

7. Privacy Policy and Terms of Use

The information you provide to Yamaha Motor Corp. USA entities will be used in accordance with our Privacy Policy and website Terms of Use, each of which is incorporated herein by reference and available on our website at [Yamaha Motor Corp. USA.com/legal/terms-of-use](https://www.yamaha-motor.com/legal/terms-of-use) and [Yamaha Motor Corp. USA.com/legal/privacy-policy](https://www.yamaha-motor.com/legal/privacy-policy). Please read our Privacy Policy and Terms of Use carefully to understand Yamaha Motor Corp. USA's practices regarding your information and how it will be treated. If you have questions regarding our Privacy Policy or Terms of Use, you should contact us by calling (800) 962-7926.

8. Force Majeure

Neither you or Yamaha Motor Corp. USA will be liable for any failure or delay in performing an obligation under this Agreement that is due to an event beyond our reasonable control, including, but not limited to, any Act of God, pandemic, epidemic, disease, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, material changes in applicable law or regulations, uprising, unavailability of materials, strike, earthquake, flood or any other natural or man-made eventuality outside of our control.

9. Right to Modify or Cancel.

We reserve the right to change, update, improve, correct, modify, suspend, discontinue, or cancel all or part of these terms or the, including any of its features, functionalities or manners of operation at any time without any notice or obligation to you. Your use of the Terms after any changes are implemented will be considered acceptance of such changes.

10. Entire Agreement, Severability and Modification

We reserve the sole right, at our discretion, to change these Terms at any time. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of these Terms shall continue in full force and effect and the unenforceable provision shall be deemed to be modified solely to the extent necessary to make it enforceable. Your Reservation, Reservation Agreement, Final Purchase Agreement, our Website Terms of Use and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.

This Agreement may not be modified, altered, or amended unless expressly agreed to in writing signed by Yamaha Motor Corp. USA.

11. No Waivers

The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Yamaha Motor Corp. USA.

12. Assignment

You may not assign your rights under these Terms without our express prior consent. Yamaha Motor Corp. USA may assign these Terms in our discretion without your consent.

13. Limitation of Liability

No Consequential or Indirect Damages. IN NO EVENT SHALL YAMAHA MOTOR CORP. USA, ITS AFFILIATES OR PARTNERS, OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, AGENTS, OR REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT A PROPOSED DEFENDANT WAS ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

Maximum Liability. IN NO EVENT SHALL YAMAHA MOTOR CORP. USA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS OF YOUR RESERVATION FEE.

14. Applicable Law and Class Action Waiver

This Agreement, its subject matter and its formation, and any related non-contractual disputes or claims, are governed by the laws of the State of Georgia without regard to choice or conflict of law principles. The parties agree that any dispute or litigation hereunder is subject to the exclusive jurisdiction of a state or federal court of competent jurisdiction in the State of Georgia.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND YAMAHA MOTOR CORP. USA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, NEITHER YOU NOR YAMAHA MOTOR CORP. USA WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

IN ADDITION, YOU HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. YOU AGREE THAT WE MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG US TO IRREVOCABLY WAIVE TRIAL BY JURY AND THAT ANY ACTION OR PROCEEDING WHATSOEVER BETWEEN US RELATING TO THESE TERMS SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

15. Telephone Consumer Protection Act

By agreeing in writing to these terms, you understand that by providing your wireless telephone number(s) now or in the future, you understand and agree that providing your wireless telephone number and consenting to receive calls or texts at that number is not a condition of purchase. You also consent to receiving emails to any email address(es) you provide. You further understand and agree that these communications may contain your non-public information. You explicitly confirm that this consent covers the use of these contact methods to call or send text messages to the wireless telephone number(s) and to send text or email messages to the email address(es) you provide, for which you may incur a charge. You can control permission for calls or texts by calling (800) 962-7926.

16. Entire Agreement

Your Reservation confirmation and the terms and conditions provided therein, these Terms, our Website Terms of Use, and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms. It shall supersede all prior and contemporaneous representations, warranties, agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. In the event of any conflict between these Terms, our website Terms of Use and our Privacy Policy, these Terms shall prevail.

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