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LIMITED WARRANTY COVERAGE

Yanmar Marine International B.V. ("YANMAR") provides this Limited Warranty Handbook to help you take full advantage of the YANMAR engine, YANMAR by KANZAKI marine gears, YANMAR SAIL DRIVE marine gears and/or Yanmar Control systems (hereafter "YANMAR Marine Product(s)") you have purchased. Before installing or using your YANMAR Marine Product(s), please read this handbook and the applicable Operation Manual(s) carefully. If you did not receive an Operation Manual, please contact your YANMAR distributor or dealer to request a copy.

YANMAR warrants that at the time of shipping, new YANMAR Marine Products sold by it and its authorized YANMAR marine distributors, meet all applicable specifications and will be free from defects in material and workmanship for the Limited Warranty Period. This Limited Warranty is subject to limitations discussed later in this Warranty Handbook.

THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. YANMAR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, except where such disclaimer is prohibited by law. IF SUCH DISCLAIMER IS PROHIBITED BY LAW, THEN IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE LIFE OF THE EXPRESS WARRANTY.

YANMAR LIMITED WARRANTY

YANMAR warrants to the original retail purchaser that it will make any repairs or replacements necessary to correct defects in material and / or workmanship of YANMAR Marine Products for the Limited Warranty Period. This Limited Warranty gives you certain legal rights. You may have other rights that vary from state to state and country to country. This Limited Warranty covers YANMAR Marine Products operating anywhere in the world where Yanmar approved service is available.

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This Limited Warranty may be transferred to a second retail purchaser provided that YANMAR is notified in writing at the time the second purchaser takes possession. At such time, YANMAR may, at its option, require an inspection by an authorized YANMAR service center of any of the YANMAR Marine Products. If any of the YANMAR Marine Products cannot pass that inspection, the transfer of this Limited Warranty may be rejected. The cost of the inspection is born by the purchaser. Transfer of this Limited Warranty will not extend its duration. YANMAR specifically disclaims any express or implied warranties to the second retail purchaser except as provided herein, and disclaims all warranties, express and implied, to any subsequent purchaser.

Limitations

IMPORTANT:

In order to validate your Yanmar Marine Limited Warranty, you must complete and mail to Yanmar Marine the enclosed warranty registration card or submit an online Warranty Registration via the Yanmar Marine website at www.yanmarmarine.com.

This Limited Warranty applies only to YANMAR Marine Products and other products manufactured and sold by YANMAR or its authorized distributors. YANMAR specifically disclaims any express or implied warranties for products manufactured by other companies.

If a claimed defect appears to be within the Limited Warranty Period and if the applicable warranty registration has been received by YANMAR, YANMAR may elect to replace or repair any YANMAR Marine Product or part, at its option. YANMAR will undertake the repair or replacement without charge for parts or repair labor. Repair labor includes the reasonable cost of labor to remove and reinstall YANMAR Marine Products and non YANMAR engine components of the vessel in which the YANMAR engine is installed, if necessary to complete the warranty repair or replacement. Recognize that marine diesel YANMAR engines and drives are sophisticated, complex pieces of machinery which can be affected by many variables associated with any given application, and as such, you understand and agree that any repair may require multiple efforts to reach a remedy and that those efforts may require significant time.

Limited Warranty Period

This Limited Warranty applies to YANMAR Marine Products sold by YANMAR and delivered to the first retail purchaser on or after July 1, 2004. This Limited Warranty begins on the date of delivery to the original purchaser. In the event the boat containing YANMAR Marine Product(s) is being used as a demonstrator for sale or displayed in boat shows, the Limited Warranty begins when any YANMAR Marine Product attains one hundred (100) hours or more of use. When requesting warranty service, you must provide proof of the date of delivery. YANMAR will accept a fully completed and signed Delivery Report or a printout from an Internet registration that was completed within (30) days of delivery as proof of the date of delivery.

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Unless otherwise provided in writing by YANMAR, the standard Limited Warranty Period for YANMAR Marine Products is twenty-four (24) months or 2000 hours of operation after date of delivery to the original purchaser or as stated above, whichever occurs first. An **Extended Limited Warranty** applies solely to the following YANMAR engine components: cylinder block casting, cylinder head casting, crankshaft forging, camshaft, flywheel housing, timing gear case, timing gears and connecting rods. These specific parts are warranted against defects in material and workmanship for sixty (60) months or 3000 hours of operation after date of delivery to the original purchaser. This Extended Limited Warranty runs concurrent with the standard Limited Warranty period. Any YANMAR Marine Product or part repaired or replaced under warranty will assume the original Limited Warranty and the remaining Limited Warranty Period or ninety (90) days, whichever occurs last. Other YANMAR engine components that are subject to EPA regulations may have extended warranty periods as required by law. Please refer to your Operation Manual for further information.

COMMERCIAL USE.: The Limited Warranty outlined in this Limited Warranty Handbook applies ONLY to YANMAR Marine Products being used solely for recreational purposes and not for any commercial application. For YANMAR Marine Products sold into or used in a Light Duty Commercial application please refer to the Yanmar Warranty Handbook - Light Duty Commercial Applications for any applicable warranty coverage.

Warranty Procedures

If you believe that a YANMAR Marine Product you purchased fails to perform within applicable specifications or is defective in its materials or workmanship, you must contact an authorized YANMAR distributor or dealer within (30) days of discovering the problem. Your authorized YANMAR distributor or dealer will give you the name, address and telephone number of the service facility where you should take your YANMAR Marine Product(s) for inspection and / or repair. You are responsible for transporting your YANMAR Marine Product(s) to and from the designated service facility. However, your YANMAR distributor or dealer may arrange for the necessary inspection and / or repair to be made on-site, at YANMAR's sole discretion.

To find the nearest YANMAR distributor or other authorized repair facility, go to www.yanmarmarine.com or contact a YANMAR Regional Headquarters at any of the following locations:

Asia, Middle East & Oceania

YANMAR ASIA (SINGAPORE) PTE
4 Tuas Lane
638613 Singapore
Attention: Customer Service
Telephone – (+656) 861-3855
Fax – (+656) 862-5189

Europe & Africa:

YANMAR MARINE INTERNATIONAL B.V.
Post Office Box 30112
1303 AC Almere
The Netherlands
Attention: After Sales Department
Telephone - +31 (0) 36 549 32 00
Fax - +31 (0) 36 549 35 49

Japan

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YANMAR CO., LTD
1-32 Cyayamachi Kitaku
Osaka
Japan
Attention: Quality Assurance Department
Telephone – 06-6376-6414
Fax – 06-6377-1243

North, South and Central America and the Caribbean

YANMAR MARINE USA
101 International Parkway
Adairsville, Georgia 30103
USA
Attention: Customer Support Department
Telephone – (770) 877-9894
Fax – (770) 877-7565

Non-conforming or defective items must be held for inspection by YANMAR or an authorized YANMAR distributor or dealer and, if requested, returned to the Yanmar Marine Regional Headquarters' for your area. Any item replaced under this Warranty becomes the property of YANMAR.

THE FOREGOING IS YANMAR'S ONLY OBLIGATION TO YOU AND YOUR EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. Failure to follow all requirements for submitting a claim shall waive all claims for damages and other relief. **IN NO EVENT SHALL YANMAR OR ANY AUTHORIZED YANMAR DISTRIBUTOR OR DEALER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES,** which damages encompass without limitation, loss of profits, haul-out fees, launch, towing, storage, slip fees, insurance coverage, loan payment, transportation fees, telephone charges and mileage. The limitations in this Limited Warranty apply regardless of whether your claims are based on breach of contract, tort (including negligence and strict liability) or any other theory. Any action arising hereunder must be brought within (1) year after the cause of action accrues or it shall be barred. Some states and countries do not allow certain limitations on warranties or for breach of warranties. Limitations set forth in this paragraph shall not apply to the extent that they are prohibited by law.

Purchaser's Responsibility and Items Excluded from Warranty

- Performing regular maintenance and the costs associated with regular maintenance, specified in the applicable Operation Manual;
- Maintaining records of all recommended service and maintenance;
- Ordinary wear and tear;
- Any YANMAR Marine Product, accessory or part that has been, in YANMAR's sole judgment, subject to negligence, misuse, accident, improper installation, improper maintenance, racing or engaging in a contest of speed or endurance, use of non approved attachments or non genuine parts, unreasonable exposure to the environment or serviced by an unauthorized facility;
- Cost associated with consumable parts;
- Cost of transporting the YANMAR Marine Product, part or the vessel in which such YANMAR Marine Product(s) are installed to and from the service facility designated by YANMAR for warranty repair;
- Consequence of any modification or alteration of a YANMAR Marine Product or part from which the serial number has been removed, altered or otherwise tampered with;

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- Consequence of any modification or alteration of, or tampering with, a YANMAR engine part identified in the EPA Warranty statement located in the YANMAR Engine Operation Manual.
- Consequence of any modification or alteration of any YANMAR Marine Product, accessory, or part which had an hourmeter or hourmeter's seal removed, or otherwise tampered with.
- Consequence of any modification, alteration or removal of, or tampering with, the fuel injection pump high idle adjustment, fuel limits adjustments and/or fuel injection pump seals.

Warranty Modifications

Except as modified in writing signed by the parties, this Limited Warranty is and shall remain the complete and exclusive agreement between the parties with respect to warranties, superseding all prior agreements, written and oral, and all other communications between the parties relating to warranties. **NO PERSON OR ENTITY IS AUTHORIZED TO GIVE ANY OTHER WARRANTY OR TO ASSUME ANY OTHER OBLIGATION ON BEHALF OF YANMAR, EITHER ORALLY OR IN WRITING.** Neither original equipment manufactures, boat builders, YANMAR Marine Product installers, YANMAR Marine Product or equipment distributors, nor any other person or entity has any authority to make any representation or promise on behalf of YANMAR or to modify the terms or limitations of this Limited Warranty in any way.

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