

B.E.S.T. CONTRACT TERMS

PLEASE READ THIS **B.E.S.T. CONTRACT** CAREFULLY. IT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE OWNER AND **BRP** AND PROVIDES THE COVERAGE FOR THE TERM THAT IS DESIGNATED IN THE **DECLARATIONS**. THIS **B.E.S.T. CONTRACT** SUPERSEDES ANY OTHER WRITTEN OR ORAL STATEMENTS MADE TO THE OWNER ABOUT THE COVERAGE UNDER THIS **B.E.S.T. CONTRACT**. THIS **B.E.S.T. CONTRACT** IS VALID ONLY IF APPROVED BY **BRP**, WHICH RESERVES ITS RIGHTS TO RATIFY OR NOT, AT ITS SOLE DISCRETION, ANY **B.E.S.T. CONTRACTS**.

DEFINITIONS

Here are the definitions of some of the key words used in this **B.E.S.T. Contract** (Key words appear in bold type in the body of this **B.E.S.T. Contract**).

Authorized Dealer:

means the **BRP** dealership authorized to sell this **B.E.S.T. Contract** and to repair the **Covered Outboard** under this **B.E.S.T. Contract**.

B.E.S.T. Contract:

means this BRP Extended Service Terms Contract.

BRP:

means Bombardier Recreational Products Inc., unless defined otherwise.

BRP Limited Warranty:

means the manufacturer's limited warranty which is issued with all new and unused **Covered Outboards**.

Covered Outboard:

means Evinrude[®] E-TEC[®] identified in the **Declarations**.

Declarations :

means that portion of this **B.E.S.T. Contract** containing information on the identity of the **Owner**, of the **Covered Outboard**, the description of the **Covered Outboard**, and the term and purchase price of the **B.E.S.T. Contract**.

Mechanical Breakdown:

means the breakage or failure of an original or genuine manufacturer part within a covered system as a result of a defect in material and/or workmanship.

Owner:

means the person named as Owner in the **Declarations** of this **B.E.S.T. Contract**.

Repair Costs:

means the applicable labor at the retail labor rate at date of repair, applicable replacement parts approved by **BRP** at the same established rate as for the regular warranty and applicable taxes incurred to repair a **Mechanical Breakdown** during the selected term of this **B.E.S.T. Contract** at an **Authorized Dealer**.

GENERAL PROVISIONS

This **B.E.S.T. Contract** between the **Owner** and **BRP** is applicable exclusively to the **Covered Outboard** which was purchased where the **Owner** resides and for use strictly in continental North America (including Hawaii, excluding Puerto Rico). This **B.E.S.T. Contract** provides for reimbursement of any **Authorized Dealer Repair Costs**. This **B.E.S.T. Contract** must be purchased in the country where the **Owner** resides and within the period of the **BRP Limited Warranty**. **BRP's** responsibility is limited to making the required repairs or replacement of parts with new or BRP-certified re-manufactured parts. **BRP** reserves the right to exclude some models.

OWNER'S OBLIGATIONS

- 1 Pay the first \$50.00 (fifty dollars) in **Repair Costs** due to a **Mechanical Breakdown** covered by this **B.E.S.T. Contract**.
- 2 Operate, maintain, service and store the **Covered Outboard** in accordance with the appropriate procedures as specified in the **Covered Outboard** Operator's Guide. (Proof of maintenance may be required).
- 3 Ensure at all times that all **BRP** campaigns are performed on the **Covered Outboard** by a **BRP Authorized Dealer**.
- 4 Keep receipts and other records showing that proper maintenance and service as described in the **Covered Outboard** Operator's Guide has been performed.
- 5 Keep a copy of this **B.E.S.T. Contract** as evidence of **Owner's** purchase of this **B.E.S.T. Contract**. **Owner** must show a copy of this **B.E.S.T. Contract** to a **BRP Authorized Dealer** to qualify for reimbursement of **Repair Costs**.

EXCLUSIONS

The following are not covered under any circumstances:

- a) Replacement of parts due to normal wear and tear;
- b) Routine maintenance parts and services including but not limited to: maintenance requirements, lower unit oil changes, lubrication and linkage adjustments and replacement of fuses, zinc anodes, thermostats, starter motor bushings, trim motor brushes, filters, propellers, propeller bushings and spark plugs;
- c) Damage caused by improper or lack of installation, maintenance, winterization and/or storage, failure to follow the procedures and recommendations in the Operator's Guide;
- d) Damage resulting from removal of parts, improper repairs, service, maintenance, or modification, or use of parts or accessories not manufactured or approved by **BRP**, which in its reasonable judgment are either incompatible with **Covered Outboard** or adversely affect its operation, performance, or durability, or resulting from repairs done by a person that is not an **Authorized Dealer**;
- e) Damage caused by abuse, misuse, abnormal use, neglect, racing, improper operation or operation of the **Covered Outboard** in a manner inconsistent with the recommended operation described in the Operator's Guide;

- f) Damage resulting from external damage, accident, submersion, water ingestion, fire, theft, vandalism or any act of God;
- g) Operation without proper fuel, oil or lubrication, or with fuels, oils or lubricants which are not suitable for use with the **Covered Outboard** (see the Operator's Guide);
- h) Damage resulting from rust or corrosion;
- i) Damage caused from cooling system blockage by foreign material;
- j) Damage resulting from sand or debris in the water pump;
- k) Cosmetic or paint changes due to exposure to the elements;
- l) Upper and lower covers;
- m) Cosmetics;
- n) Rubber Components including hoses; and
- o) Accessories included with the **Covered Outboard**.

This coverage will be voided in its entirety and rendered null and void where:

- a) **Covered Outboard** has been altered or modified in such a way so as to adversely affect its operation, performance or durability, or change its intended use, horsepower or emission levels; or
- b) **Covered Outboard** is or has been used for racing at any point, even by a prior owner.

ITEMS NOT COVERED

ALL INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT OR OTHER DAMAGES OF ANY KIND ARE EXCLUDED FROM COVERAGE UNDER THIS CONTRACT INCLUDING, BUT NOT LIMITED TO: expense for gasoline, expense for transporting the **Covered Outboard** to and from **Authorized Dealer**, removal of **Covered Outboard** from a boat and reinstallation, mechanic's travel time, in-and-out of water charges, slip or dock fees, trailering or towing, storage, telephone, cell phone, fax or telegram charges, rental of a like or replacement **Covered Outboard** or boat during repair services or down time, taxi, travel, lodging, loss of or damage to personal property, inconvenience, cost of insurance coverage, loan payments, loss of time, loss of income, revenue or profits, or loss of enjoyment or use of **Covered Outboard**.

TERM

Regular B.E.S.T. means the term of this **B.E.S.T. Contract** for the **Covered Outboard** is selected and designated in the **Declarations**. The term of this **B.E.S.T. Contract** commences at the expiration of the **BRP Limited Warranty** and ends at the expiry of the coverage after 24 months or 1,000 hours of operations in the lifetime of the **Covered Outboard**, whichever is the first reached.

LIMIT OF LIABILITY

- 1 **BRP's** maximum liability under the **B.E.S.T. Contract** shall not in any case exceed the fair market value of the **Covered Outboard** at the time of the repair of **Mechanical Breakdown**.
- 2 Neither the **Authorized Dealer** nor any other person has been authorized to make any agreement, affirmation or representation other than those contained in the **B.E.S.T. Contract** and if made, such agreement, affirmation or representation shall not be enforceable against **BRP** or any other person.

PROCEDURE

The registered **Owner** must notify an **Authorized Dealer** within two (2) days of the appearance of a defect. **Owner** must bring **Covered Outboard**, including any defective part therein, to Dealer promptly after the appearance of the defect, and in any event, within the coverage period, and must provide Dealer with reasonable opportunity to repair the defect. The expenses of transporting the **Covered Outboard** to and from the Dealer for warranty service are to be borne by the **Owner**.

If the **Covered Outboard** has not previously been registered, the **Owner** may also be required to present proof of purchase to dealer for repairs. **Owner** is required to sign the repair/work order prior to the start of the repair in order to validate the repair.

All parts replaced under this coverage become the property of **BRP**.

The **Owner** must present proof of this **B.E.S.T. Contract** to the **BRP Authorized Dealer** prior to any repair and shall sign **Authorized Dealer's** work order once repairs have been completed on the **Covered Outboard**. All parts replaced shall remain the property of **BRP**.

In the event of a controversy or dispute arises in relation with the **B.E.S.T. Contract**, **BRP** suggests trying to resolve the issue with the **Authorized Dealer**. If further assistance is required, the **Owner** may write or contact the **BRP** Customer Assistance Center, Attn: BEST Contracts P.O. Box 597 Sturtevant, WI 53177. Phone 1-847-689-7090.

CANCELLATION

BRP shall have the right to cancel **B.E.S.T. Contract** at any time in the event of fraud, misrepresentation or falsification of **Declarations**, if the **Covered Outboard** is repossessed or a total loss not resulting from a **Mechanical Breakdown**. No other type of cancellation will be considered except where provided otherwise by law.

TRANSFER RIGHTS

To transfer this **B.E.S.T. Contract**, a transfer of ownership form (available on Dealer PortTM) must be completed at a **BRP Authorized Dealer**. Upon completion of the form, the change of ownership will be automatically completed for any remaining of the **B.E.S.T. Contract**.

MAINTENANCE SCHEDULE

Routine inspection and maintenance is necessary to prolong Outboard life. The following provides guidelines for inspection and maintenance to be performed by an Authorized Dealer. Please refer to your Operator's guide for details.

Outboards used in heavy duty or high hour applications require more frequent inspections and maintenance. Adjust schedule for operating and environmental conditions.

Description	Engine Care Product	Every 300 Hours or Three years (1)
Electrical and ignition wires, inspect for wear or chafing		X
Engine to transom mounting hardware, re-torque (40 ft. lbs.)		X
Fasteners, inspect any loosened components		X
Fuel and oil system components, inspect and repair leaks		X
Fuel filter, replace		X
Gearcase lubricant, replace	A	X
Grease fittings, lubricate	C	X
Muffler foam, inspect and replace if necessary		X
Power trim/tilt system and fluid level, inspect	B	
Propeller shaft splines, inspect and lubricate (3)	C	X
Spark plugs, inspect and replace if necessary (2)		X
Starter pinion shaft, inspect and lubricate	D	
Steering system, inspect and lubricate	C	X
Thermostats, inspect (2)		X
Throttle cable, inspect and re-tension		X
Water pump, inspect or replace if necessary		X

(1) Average recreational use. Heavy use, or use in salt or polluted water requires more frequent inspection and maintenance (annual checks are recommended)

(2) Emission-related component

(3) Annually in salt water applications

- A. *HPF XR Gearcase* Lubricant
HPF Pro Gearcase Lubricant in high performance or commercial applications
- B. *Evinrude/Johnson* Biodegradable TNT Fluid
- C. *Triple-Guard* Grease
- D. Starter Bendix Lube ONLY, P/N 337016