

TERMS & CONDITIONS

Last update: March 4, 2019

The following Terms & Conditions apply:

MOTORCYCLE RESERVATION

Provider of the Motorcycle Reservation

This motorcycle reservation, to make a reservation and receive a purchase offer from an authorized dealer, (hereinafter: the "**Motorcycle Reservation**") for the Ténéré 700 motorcycle (hereinafter: the "**Motorcycle**") is offered online by Yamaha Motor Europe N.V., its branch offices and related affiliates (jointly and separately referred to as "**Yamaha Motor Europe**" or "**we**"). Unless otherwise referenced herein, any reference to Yamaha Motor Europe shall include all its branch offices and related affiliates.

Offer and registration

The online Motorcycle Reservation is available from March 27th, 2019 until July 31st, 2019 for the recommended retail price of € 9.299,00* (including VAT) for the base motorcycle. Customers will be served on a first-come, first-serve basis. A person can only reserve one Motorcycle within its country of residence, which Motorcycle Reservation is strictly personal and non-transferrable.

Confirmation of registration and allocation of Motorcycle

Upon receipt of your Motorcycle Reservation by Yamaha Motor Europe, we will send a confirmation of reservation to the email address provided by you during reservation. If you are eligible to purchase a Motorcycle after reservation, Yamaha Motor Europe will confirm to you the (temporary) allocation of one Motorcycle by email within three (3) working days after sending you the reservation confirmation ("**Allocation Confirmation E-mail**").

Purchase process

Please visit the dealer you have selected in the reservation process within 14 calendar days once we have confirmed to you by email the temporary Motorcycle allocation in the Allocation Confirmation E-mail. Bring a print out of the Allocation Confirmation Email with you in order to enter into a Motorcycle purchase agreement with your selected dealer. The dealer will inform you of the expected delivery period of the Motorcycle upon closure of the purchase agreement.

Should you not come to an agreement with the dealer you have selected through the Motorcycle Reservation form, you may visit another Yamaha Motorcycle dealer (see Ténéré 700 dealers as listed in the dealer locator on the Yamaha Motor website of the country of your residence) to enter into a purchase agreement (please also do not forget to provide the Allocation Confirmation E-mail to that alternative dealer). Please note that you should in that case make a new appointment yourself with the alternative dealer. Please also be aware that the Motorcycle purchase agreement with the selected dealer or the alternative dealer must in any event be entered into by you with that dealer within 30 calendar days after the date of the Allocation Confirmation E-mail. The Motorcycle purchase agreement shall be between you and the selling dealer. Yamaha Motor Europe will not be a party to this purchase agreement. Yamaha Motor Europe also does not guarantee the availability of a Motorcycle at the selected or the alternative dealer.

The buyer details in the Motorcycle purchase agreement must be identical to the reservation details provided by you during the online Motorcycle Reservation. In case of discrepancies, Yamaha Motor Europe and the Motorcycle dealers, reserve the right to make your reservation and the temporary allocation of the Motorcycle invalid.

If, for whatever reason the purchase agreement for the Motorcycle is not concluded within the 30 calendar days term from the Allocation Confirmation E-mail set out above, your registration and Motorcycle allocation under the Motorcycle Reservation will be rendered invalid automatically and you will no longer be eligible to purchase a Motorcycle under the Motorcycle Reservation.

GENERAL TERMS

By submitting your registration for the Motorcycle Reservation, you declare that you have read and understood these Terms and Conditions and accept them.

This Motorcycle Reservation is not available in conjunction with any other promotion, offer or discount (unless otherwise stated). This Offer and its benefits are not exchangeable or transferable. Yamaha Motor Europe reserves the right to verify the validity of reservations and to disqualify any entrant who is found to have tampered with the entry process.

Save that nothing in these Terms and Conditions shall limit or exclude Yamaha Motor Europe's or any third party's liability for (a) death or personal injury caused by negligence, or (b) fraud, Yamaha Motor Europe and its associated companies and agents will be not be responsible for and shall have no liability in connection with any of the following occurrences to the extent that they occur for reasons beyond their reasonable control: (i) any postponement, cancellation or amendment to this Motorcycle Reservation, (ii) any failure by the customer or relevant person to purchase the Motorcycle, and (iii) any act or default of any third party supplier.

Yamaha Motor Europe will process your personal data within the context of the Motorcycle Reservation. For more details on how we use your personal data, please check our Privacy Policy <https://www.yamaha-motor.eu/eu/en/privacy/privacy-policy/>

These Terms and Conditions are translated in various languages. The English version shall always prevail in case of any discrepancy or inconsistency between the English version and any of its translated versions.

If any of these Terms and Conditions is void, voidable, unenforceable or illegal, then it is to be severed from these Terms and Conditions and the remainder of these Terms and Conditions will continue with full force and effect.

Yamaha Motor Europe may at any time revise and withdraw these Terms and Conditions and the Motorcycle Reservation without notice.

These Terms and Conditions and the Motorcycle Reservation are exclusively governed by Dutch law. Any disputes arising from these Terms and Conditions for Customers will be exclusively submitted to the competent court in Amsterdam, The Netherlands.

**Price may vary per country due to local taxation and legislation.*

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