



# Mahindra

## TRACTORS

### Mahindra USA, Inc. Limited Warranty Policy

Effective September 1, 2011





## Mahindra USA, Inc. Limited Warranty for New Mahindra Products

- A. **General Provisions** – The warranties described below are provided by Mahindra USA, Inc. (“Mahindra”) to the original purchasers of new Mahindra tractors and associated products from Mahindra or Mahindra authorized dealers. Under these warranties Mahindra will, through its authorized dealers, repair or replace any Genuine Mahindra parts which are found to be defective in material or workmanship. The defect must occur during normal use of the product and within the length of warranty coverage. Repairs must be completed using ONLY Genuine Mahindra parts or parts that have been approved by Mahindra USA, Inc. in writing. Warranty service will be provided to the customer free of charge for parts and labor. The purchaser will be responsible, however, for any service call and/or transportation of product to and from the dealer’s place of business, for any premiums charged for overtime labor requested by the purchaser, and for any service and/or maintenance not directly related to any defect covered under the warranties below. These warranties are transferrable, provided that the purchaser notifies an authorized Mahindra dealer of the intent to transfer, and the transfer of warranties is approved by Mahindra.
- B. **Right to Inspect** – Mahindra USA, Inc. and its authorized agents reserve the right to inspect the purchaser’s Mahindra product to determine if a defect in material or workmanship exists prior to the commencement of any covered repairs. It is the purchaser’s responsibility to ensure availability and/or delivery of the product to an authorized Mahindra agent for the purpose of inspection.
- C. **What is Not Warranted – Mahindra is Not Responsible For The Following:**
- a. Used Products,
  - b. Any product that has been altered or modified in ways not approved by Mahindra,
  - c. Normal maintenance parts and service including but not limited to:
    - i. Tune-ups,
    - ii. Fuel Injection System cleaning,
    - iii. Wheel, brake, and clutch adjustments,
    - iv. Brake linings & Consequential wear of mating parts.
    - v. Clutch Lining & Consequential wear of Clutch Cover Assembly
    - vi. Fuses, light bulbs,
    - vii. Rubber/Glass/Plastic products,
    - viii. Belts, hoses,
    - ix. Filters ( Air, Fuel, Oil)
    - x. Window / Door Glass, Mirrors



- xi. Lubricants & Coolants ( Unless used during an authorized Warranty Repair for top up only)
- xii. Cutting Blades
- xiii. Bucket Teeth

d. Damage or Failures resulting from:

- i. Accidents (collision or otherwise),
- ii. Environment ,
- iii. Acts of Nature,
- iv. Contamination to the fuel system,
- v. Use of unapproved implements or attachments including but not limited to:
  - A. Non-Mahindra loaders,
  - B. Belly Mowers,
  - C. 3 pt. Mounted Backhoes.
- vi. Misapplication, Overloading
- vii. Abusive operation,
- viii. Improper or incomplete maintenance.
- ix. Storage without Necessary Precautions as per Operator Manual
- x. Loose OR missing bolts of Loader, Backhoe & other attachments.

- e. Service Calls (Customer Responsibility)
- f. Travel Time or Mileage (Customer Responsibility)
- g. Transportation of equipment to dealer from customer's home or other location (Customer's Responsibility)
- h. Pick up or delivery of the equipment
- i. Overtime Labor Charges
- j. Freight Charges for replacement parts (Customer's Responsibility)
- k. Standby and/or Rental Tractor charges,
- l. Transit Shortages and/or Damages
- m. Non-defective items replaced due to customer demand

**D. Securing Warranty Service** – To secure warranty service, the purchaser must:

- a. Report the product defect to an authorized Mahindra dealer and request repair within the applicable warranty term. It is recommended that for the warranty repairs, the purchaser should take the equipment to the dealer from which it was purchased.
- b. Present evidence, if required, of warranty coverage start date (original purchase date),
- c. Make available to the authorized Mahindra dealer, the product within a reasonable period of time.



- E. **Limitations of Implied Warranties and Other Remedies** – To the extent permitted by law, Mahindra USA, Inc. nor any company affiliated with it makes any warranties, representations, or promises as to the quality, performance, or freedom from defect of the Mahindra tractor or associated products covered by this warranty. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT APPLICABLE, SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON THE MAHINDRA TRACTOR OR ASSOCIATED PRODUCT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, MAHINDRA USA, INC., OR ANY COMPANY AFFILIATED WITH MAHINDRA USA, INC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF REVENUE, OR LOSS OF PRODUCTION DUE TO DOWN TIME. Note: Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations of incidental or consequential damages so that above limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
- F. **Purchaser Responsibilities** – It is the sole responsibility of the purchaser to maintain the equipment in accordance with the instructions provided in the Operator's Manual. Mahindra recommends that you keep records and receipts; as you may be asked to prove that the maintenance instructions have been followed. In addition to the proceeding, the purchaser must:
- a. Keep all safety equipment installed and in working condition,
  - b. Replace any safety decals or signage that may become damaged or illegible.
  - c. Operate the equipment in a safe manner, and that for which it was designed,
  - d. Upon discovery of a defect in materials or workmanship, cease operation of the equipment until repairs are made. **DAMAGE OCCURING FROM CONTINUED OPERATION MAY NOT BE COVERED BY THIS WARRANTY.**
- G. **Transferability** – If the purchaser decides to at any time within the allotted warranty period to sell their Mahindra product, any remaining warranty coverage may be transferred to the new purchaser. Contact your Mahindra dealer for details.
- H. **Important Notes** –
- a. If upon inspection by a certified Mahindra service center reveals that the failure is not a result of a defect in material or workmanship, the purchaser will be responsible for all costs of exploratory dismantling and diagnosis.
  - b. If any warranty claim made by the purchaser is found to be fraudulent in any respect, the terms and applicability of this warranty may be voided at the sole discretion of Mahindra USA, Inc.



- c. Any dispute arising between Mahindra USA, Inc. and the purchaser concerning the liability of the Mahindra under this warranty shall be subject to the laws of the State of Texas.
  - d. Warranty coverage in the 4<sup>th</sup> and 5<sup>th</sup> year of power train coverage is limited to the published MSRP for that specific model version of equipment at the time of purchase.
- I. **Length of Warranty Coverage** - Mahindra tractors and associated products have various warranty periods, all of which begin on the retail date or date of first use, whichever is earlier. Mahindra tractors are limited in warranty by a specified length of time in years as well as a specified amount of operating hours (Hour meter Reading), whichever comes first. Attachments & Other Mahindra Equipments are limited based on a specified amount of time in years.

All tractor models have two levels of Warranty Coverage, as explained below:

- a. **All Aggregates** – This covers all parts of Mahindra Tractor with exception to those parts as mentioned in “Clause C – What is not warranted” on page 2.
- b. **Power train** –
  - i. **Transmission and Axles** - This covers clutch housing, CRPTO/Independent PTO Housing, transmission case, differential housing, final drive housing, drive axles, front axle case, front gear case, and all parts contained therein (does not include external drivelines, cables, linkages, dry clutch parts and associated external gaskets, Seals, Steering & Hydraulic parts like steering cylinders, Power Steering Unit etc.)
  - ii. **Engine** – This covers crankcase, crankcase pan, cylinder head, rocker arm cover, timing gear cover, and all parts contained therein. Does not include external engine components like fuel, electrical, cooling, intake, or exhaust components & associated seals, gaskets & “O” rings.



**A. Mahindra Equipment**

<b>Length of Warranty Coverage – Effective October 1, 2009</b> <i>Coverage is determined from Date of Delivery to the customer by months or hours, whichever comes first.</i>		
<b>Tractors</b>		
<b>Series</b>	<b>All Aggregates</b>	<b>Power Train</b>
<b>All Series</b> Except 2525 & 10 <b>Residential Use Only</b> a	24 Months or 2000 Hours	60 Months or 3000 Hours
<b>10 Series</b> <b>Residential Use Only</b> a	24 Months or 1500 Hours	60 Months or 3000 Hours
15, 16 & MAX Series <b>All Other Use</b> b	12 Months or 1500 Hours	12 Months or 1500 Hours
All other Series <b>All Other Use</b> b	24 Months or 2000 Hours	36 Months or 3000 Hours
<b>Attachments</b>		
<b>Product</b>	<b>All Aggregates</b>	<b>Frame</b>
Loaders/Backhoes	12 Months	24 Months
Mower/Other Attachments	12 Months	NA

**J. Definition of Residential Use and All Other Use –**

- a. **Residential Use** – Mahindra tractors and associated products that are purchased and registered by the owner and used for personal use or to make a profit on property that is owned by the registered owner of the equipment.
- b. **All Other Use** - Mahindra tractors and associated products that are purchased and registered by the owner and used for personal use or to make a profit on property that is NOT owned by the registered owner of the equipment.

*\*Important Note – Some state laws are further restrictive in definition of these uses which may further restrict your rights.*

**B. Other Equipment.**

<b>Product</b>	<b>Warranty Period*</b>	<b>Manufacturer</b>
Tires & Wheels	12 Months	Titan, Carlisle, Mahindra
Implements	12 Months	BEFCO, Kodiak
Fuel Injection Pump	12 Months	Bosch
Battery**	12 Months	Mahindra USA

\* - Warranty Period is from Date of Delivery to the customer.

\*\* - Discharged OR Sulphated batteries are not covered.



Designated units have emissions warranty on certain components. For details on this coverage, please see Mahindra USA, Inc. Emissions Control Warranty Policy, in Operator Manual.

- K. **Length of Warranty Coverage for Spare Parts** – Mahindra Spare parts (Other than Engine) are warranted for 30 days from Date of Purchase. Mahindra Engines are warranted for 90 Days from Date of Purchase. This is applicable only for the parts **purchased** by the customer. If the part is replaced under warranty of the unit, then the part is warrantable for the remaining period of Warranty Coverage as explained in clause I above.
  
- L. **Right to Make Changes** - Company reserves the right to change policy and / or make changes in design or introduce any improvement or add any part on Products at any time without incurring any obligation to install the same on products previously ordered, sold or shipped.