

The Mahindra BLAZO BSIV Mileage Guarantee (the 'Guarantee'):

Mahindra Truck and Bus Division ('MTBD'), a division of Mahindra & Mahindra Ltd. guarantees that its Mahindra BLAZO BSIV range of trucks provide more mileage (Mileage includes the impact of Adblue consumption) than the other vehicles in the same class as listed below under standard testing conditions as defined in the process herein.

Customers, who have made a valid purchase of Mahindra BLAZO vehicle as per the Terms and Conditions defined herein, will qualify for the Guarantee during the Guarantee period.

If the customer's currently owned vehicle (Claimed vehicle), purchased from authorized dealer of the manufacturer, provides better mileage than Mahindra BLAZO vehicle purchased by him in the same class and under the pre-defined testing conditions, then MTBD proposes to take back the Mahindra BLAZO and refund the entire sales consideration as defined below, to the Customer.

This Guarantee shall be applicable up to the completion of first three (3) months from the date of registration of Mahindra BLAZO BSIV purchased by the customer.

Criteria:

Vehicle selection

The Claimed vehicle which is eligible to be entered in this Guarantee test by the Customer must comply with all the following criteria:

- The Claimed vehicle must be comparable, 6- cylinder, same load body/Trailer length & Type (HSD/FSD etc.)/ (Flat Bed etc.), Configuration (Lift/Non Lift Axle), Tyre Size (10x20/11x20) & Type (Radial/Nylon/Tubeless) same age, Equivalent Emission Norm (BSIV) & non- Mahindra truck
- The Claimed vehicle must provide better mileage than Mahindra BLAZO BSIV vehicle by undergoing the back-to-back trial only, as per the defined Test Protocol defined in these Terms & Conditions of such a trial and/ or Pre-trial sign-off document. There will be no standalone trial done nor will any stated mileage expectation be considered to conduct the trial.
- The Claimed Vehicle must have been manufactured by an OEM in India and commercially sold through authorized dealer of the concerned OEM in India or directly sold by the OEM to the customer.
- The back-to-back trials are applicable for only rated load or lower and not for any kind of load beyond rated load of the truck.

- The Claimed Vehicle must be in the original state and must not have undergone any mechanical modification in any manner which may lead to enhanced performance or any other implication. If at any time any such modification is identified by MTBD, the Guarantee shall stand to be inapplicable.
- The Claimed Vehicle should be manufactured in India under a valid manufacturing license as per the Rules applicable in India.
- The Claimed Vehicles selected for testing purposes shall have been manufactured in compliance with all applicable rules and regulations The driving specifications including but not limited to emission, gear box type, cylinders, drive, fuel tanks & tyre type, condition & tread depth, body type (in case of Tractor Trailers the Type of Trailer, condition of Trailer, Single & Double tyres), etc. of Claimed vehicle shall be similar to that of Mahindra BLAZO BSIV.

Who can take the Guarantee?

- The Guarantee is open to any Indian Adult citizen, currently residing in India, who has purchased Mahindra BLAZO BSIV.
- MTBD employees and their families, agents and business partners directly or indirectly related to MTBD or their contractors are not eligible to participate in the Guarantee, and can be excluded at any time such a relationship comes to the notice of MTBD.
- This Guarantee contract is personal between MTBD and the Customers. The Customers entering into this contract shall not disclose/discuss/share/advertise the details of this contract to any third party in any manner whatsoever such as in social media/ mainline media. Any act in breach of the above would make the Guarantee invalid.
- A Customer shall be entitled to avail the Guarantee test only once, for each Mahindra BLAZO BSIV owned. Multiple claims for the same vehicle shall not be valid.
- Any Customer who undertakes the Guarantee test does so of his or her own free will and that this Guarantee shall be governed only by the T&C's mentioned herein Guarantee and therefore agrees to the same at the time of participation.

Guarantee Claim lodging process

The following clauses define the process of lodging a Guarantee Claim, which must be followed by the Customer. Any deviation from the defined process shall render the Guarantee invalid.

- The Customer must read, understand and agree to accept all the Terms and Conditions of participation, prior to submitting the claim against Guarantee and even otherwise, once the Guarantee Claim is submitted, no dispute can be raised later on the Terms and Conditions and the process adopted.
- The participation in the Guarantee Claim shall be made only through an online Claim form on the website/ webpage (www.mahindratruckandbus.com) in English language. Any other mode of submission of Claim shall be deemed to be invalid. Any incomplete or incorrect or unclear information / documents / photographs shall render the Claim invalid.
- The Guarantee Claim along with the required mandatory vehicle documents / copies / photographs of the vehicle / number plate must be uploaded in the Guarantee Claim form on the Guarantee Claim website within the period of the Guarantee as detailed below. MTBD will not entertain any Claim received through any other mode / medium.
- All the documents submitted in the Guarantee Claim form on the website / webpage shall be required to be produced in original by the Customer on request, and only upon verification of their authenticity, the Guarantee shall be considered as valid and the Customer will be allowed to avail the offer further.
- MTBD is not responsible for loss or non-receipt of Guarantee Claim, or delayed receipt of Guarantee Claim, or website down-time for technological or any other reasons.
- Guarantee Claim once submitted cannot be modified.
- Guarantee Claim lodging process would be deemed to be completed by Customer only once a unique Guarantee Claim number is provided to the Customer on the web-site.
- MTBD does not take any responsibility if the website is not working on any day, for reasons which are beyond its control.
- MTBD does not take responsibility and liability for any harm / injury to the Customer and their team and / or damage to the vehicle and / or Customer and / or participant caused in this Guarantee.

Guarantee Claim evaluation/validation process

All claims against Guarantees received will follow a defined process, as mentioned below, to determine if they are complete, accurate and aligned with the T&C of this Guarantee. This process is not subject to being queried or changed by any Customer.

This process as defined by MTBD shall be final & binding and cannot be questioned in any manner what so ever.

Steps for Guarantee evaluation / validation process

- All Valid claims against Guarantees received will be sorted by the different classes of vehicles.
- Once the above has been determined, the Customer entitled for the Guarantee test will be forwarded the Trial Sign-off note to begin the trial. The Trial Sign-off note is as attached. The selected vehicles, both Mahindra BLAZO BSIV and the Claimed Vehicle need to be in trial worthy condition & the same will be certified by Mahindra Engineer at the time of Pre Trial sign off. In case the vehicles are not in the trial worthy condition as certified by Mahindra Engineer, the trial will be conducted only after the vehicles are made trial worthy by the Customer. It is mandatory for Customer to sign and accept the same to begin the process of trial.
- The trial will be conducted on the regular route on which the vehicles of this type generally ply.
- The Customer needs to provide the Load, Fuel Cost, Toll Taxes, All trip expenses, etc. for both Mahindra BLAZO BSIV and the Claimed Vehicle. The trial will be Back to Back Trial and will be conducted at the same time & date, on the same route.
- The Customer needs to ensure that all the documents with respect to Mahindra BLAZO BSIV and the Claimed Vehicle are complete with respect to the Registration, Fitness, Road Tax, Permits, Insurance, etc.
- Mahindra will not own any responsibility of the material being transported for the purpose of test. It shall be the sole responsibility of the Customers.
- The trials will be conducted by Mahindra Drivers only. However, both the drivers shall drive the vehicles as per standard driving procedures/norms.
- It will be the sole discretion of Mahindra to conduct ONE or MORE trial on the same route. MTBD will not reimburse any amount which will be for travel and stay costs incurred by Customer for attending the trial.
- In case it is found during the trial that any kind of tampering or tinkering against the agreed pre-trial sign-off is undertaken by any of the team members of the Customer, the trial will be treated as null and void. A fresh trial will have to be planned with all necessary checks and documents as stated in the process.
- In the fresh trial, in case it is found during the trial that any kind of tampering or tinkering against the agreed pre-trial sign-off is undertaken by any of the team members of the Customer again, the Guarantee shall become invalid and

MTBD shall not be liable/responsible to conduct any further trials for the said Customer.

- If the trial proves the Claim made by MTBD as per the trial sign off document, the Guarantee obligations of MTBD shall stand complied with as per the T&C's of this Guarantee. Performing this trial requires around 3 to 4 weeks of time to plan and execute, and, a copy of test performed as per the trial protocol will be disclosed to the Customer post the tests are completed.
- For the claim to be passed, the Customer's non-Mahindra Claim Vehicle should demonstrate superior mileage than that of Mahindra BLAZO BSIV vehicle in the same class. The decision of the outcome of the post-trial sign off is final and binding on all concerned parties.
- The Guarantee comes to an end once one outcome is determined under these T&C or at the end of the defined Guarantee period if no valid claims are received, or if all valid Claims against all valid Claimed Vehicles are unsuccessful in showing superior mileage than the Mahindra BLAZO BSIV vehicles, whichever is earlier.
- MTBD will buy back the truck as per specified conditions from the valid Customer only. MTBD will buy back the Mahindra BLAZO BSIV from the Customer by clearing all the balance principle outstanding with financier and insurance / registration / body building charges (if any) for the aforesaid Mahindra BLAZO BSIV. No other direct and / or indirect costs as incurred by the Customer in lodging the Claim or otherwise will be paid or reimbursed.
- For the Guarantee to be valid, there should be no outstanding dues of any kind whatsoever, with either the Financier or Dealer or any other entity towards the aforesaid Mahindra BLAZO BSIV truck. For avoidance of doubt, Mahindra shall not be liable to (a) undertake the test, if there are any outstanding dues, in respect of Mahindra BLAZO BSIV, payable by Customer to any third party as on the date of Guarantee evaluation and (b) to take back its truck, if there are any outstanding dues, in respect of Mahindra BLAZO BSIV, payable by Customer to any third party as on the date of return of the truck.
- MTBD reserves the right not to take back the Mahindra BLAZO BSIV, if the same has been damaged in any manner or met with an accident.
- The aforesaid payments may be subject to deduction of applicable taxes.
- The claim amount shall be paid by an account payee cheque // RTGS and shall be issued in the name of the Financier and / or the Customer as mentioned in the Claim form, within 30 working days from the date of determination of Guarantee claim status (if any) and only upon signing a Guarantee settlement agreement with MTBD.
- The copyright in all documents submitted as part of this Guarantee shall remain vested with MTBD and MTBD shall be entitled to use the same as and when

required for advertisements, communication, etc. without any further documentation / communication / approval from the Claimant.

- If at any time post completion of the period of Guarantee it is determined by MTBD or any other body that the Claim is fraudulent, all money paid will be returnable to MTBD in total, immediately with interest at 16% per annum.
- Sales consideration money will only be paid out on completion of the entire process, and once the Claimant has signed the post-trial settlement agreement.

Other terms and conditions

- The back-to-back trial or its period may be amended at the discretion of MTBD management without prior notice. This could include extending the trial, or performing it again for consistency.
- MTBD reserves the right to close the Guarantee and / or modify / alter the terms and conditions of the Guarantee at its discretion, any time during the period of the Guarantee, without any prior notice. However, the Guarantee offered on Mahindra BLAZO BSIV trucks till the date of withdrawal of Guarantee shall be honored subject to compliance with other Terms and Condition of the Guarantee. Period of Guarantee – Valid for Mahindra BLAZO trucks purchased on or before **31st Dec, 2018**.
- The Guarantee is only applicable within the national boundaries of India.
- The decision of MTBD management on all other matters regarding the Claims shall be final and binding on the Customers.
- Participating in the Claim process in any manner is tantamount to agreeing to these T&C, as amended from time to time.
- MTBD, its employees and its agents and contractors will not be responsible for Claims that are lost in transit (physical or electronic mode) or deleted or corrupt or not accessible in any manner.
- MTBD will not be responsible if emails are not sent on contactmtb@mahindra.com by MTBD to Customers, as part of the validation process are not received, or received late, by Customer.
- Guarantees will be accepted in English only.
- We have considered your clarification, however, we are of the view, that this is not relevant in this Guarantee as this Guarantee is only for mileage test to be carried out for our claimed mileage. Hence, the same needs to be deleted.
- Customer permits MTBD free of cost, the use of their name, photograph and / or video footages and factual information about their Guarantee in public media.

- MTBD, process advisors, and their contractors for this Guarantee, will not be liable for any claims / disputes made by the Claimants in relation to the Guarantee, process and protocol used.
- MTBD does not take responsibility for any loss or damage (direct or indirect) that any Customer, whether individual and / or Organization may suffer as a result of the back-to-back trial process or amendment of the terms and conditions of the Guarantee.
- MTBD cannot be and shall not be held accountable / liable for any disruptions / stoppages / interruptions or cancellation of the Guarantee due to matters beyond its control or for force majeure reason(s).
- All disputes relating to or arising out of the Guarantee shall be subject to the laws of India, and shall be subject to the exclusive jurisdiction of the courts of competent jurisdiction at Mumbai, India.
- The Claimants agree that they shall hold harmless MTBD, its employees, officers, contractors or other persons and shall defend them against any loss, claim, demands, costs, damages, judgments, expenses or liability arising out of or in connection with any or all claims whether or not groundless, that may be brought against MTBD by any third party in connection with their Claim(s).
- In the event any Customer has further queries or desires to know more about the Terms & Conditions of the Guarantee, the Customer may write to contactmtb@mahindra.com or write to Senior General Manager – Marketing, 2nd Floor, Mahindra Towers, G M Bhosale Marg, Worli, Mumbai, 400 018 or call DISCOVER no up to seven (7) days prior to the date of validity of the Guarantee.
- This Guarantee is not a lottery or game of chance.
- Participating in this Guarantee will require communication with the Participant, and communication related to the participation by every Claimant, and hence, Participant waives his/ her national “do not call/ disturb” directory rights for the purposes of this Guarantee.
- MTBD shall not be liable to conduct the Guarantee test, if, after receipt of Customer’s request for Guarantee test, MTBD is unable to reach the Customer even after making three consecutive unsuccessful attempts to reach the Customer on his registered contact details with MTBD, The same would apply for information requests made to any Customer, who does not respond within two weeks or such other time stipulated for response.
- All data received by either party to this Guarantee shall be held in confidence by the said party.
- This Guarantee offer and / or claim against it, cannot be clubbed / exchanged with any other offer of MTBD.
- Customer agrees to receive future calls from MTBD regarding brands / promotions / communications.