

## Terms & Conditions

### **The Mahindra HCV (Heavy Commercial vehicles from 25 to 49 Ton) & LCV (Load King & Tourister) Parts Availability Guarantee at selected Mahindra Truck and Bus Dealership and M Parts Plaza (the 'Guarantee'):**

Mahindra Trucks and Buses Limited ('MTBL'), a division of Mahindra & Mahindra Ltd. Guarantees that its selected range of parts as listed in Annexure I, are always available at its selected Mahindra Truck and bus dealership and M parts plaza Locations as per annexure -II attached. In case of non-availability across selected dealership / M parts Plaza the same will be given free of Cost Basis after the same is made available in subsequent days in its selected Mahindra Truck and bus dealership and M parts Plaza

#### **Criteria:**

##### **Range & quantity of parts**

- The guarantee is applicable on selected range of parts mentioned in the annexure-I. The list of parts can be verified at the time of walk in at the Mahindra Truck and bus dealership / M Parts Plaza locations.
- The list of parts can be modified by sole discretion of the company without any prior notice whatsoever.
- The customer has to place an order of parts used for one particular vehicle at a time. For additional vehicles, a new order needs to be placed.

##### **Who can take the Guarantee?**

- Customers, who have made a valid purchase of Mahindra Truck and Bus HCV & LCV will qualify for the Guarantee stated above.
- The customer has to walk in to Dealership / M parts Plaza and register his/her requirement as per instructions below.
- The Guarantee is open to any Indian Adult citizen, currently residing in India, who has purchased Mahindra HCV & LCV
- MTBD and MTBL employees and their families, agents and business partners directly or indirectly related to MTBD, MTBL 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 MTBL.

##### **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 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 as per below steps. Any other mode of submission of Claim shall be deemed to be invalid. Any incomplete or incorrect or unclear information shall render the Claim invalid

### **Guarantee under dealership Workshop Guarantee**

- Vehicle Reported to Workshop, RO Opened and estimate prepared.
- Expected Date of Delivery confirmed to the Customer.
- Material Requisition Prepared by the Workshop Team.
- Parts Manager to confirm the Availability of Parts required in MR.
- If the part is from 250 Parts Guarantee List and not available, Dealer to immediately place the VOR on MTBL.
- If Guarantee Parts are not available on the committed date of Delivery, Customer will be updated.
- Customer to Launch the Guarantee claim as per standard Guarantee Claim Process stated below

### **Guarantee under dealership Counter / M parts Plaza**

- Walk in customer at dealership /M parts plaza for parts requirement
- If the required part is from guarantee part list and not available in stock , the part will be supplied under FOC to customer once made available
- Customer to Launch the Guarantee claim as per standard Guarantee Claim Process stated below

Steps to be followed for logging the claim

- Claim has to be launched for parts which are not available at the Dealership / M Parts Plaza from the specified list in annexure-II.
- Once the Dealer / M Parts Plaza authorized person (Manager) confirms that required parts as per qualified list is not available in the Dealership /M Parts Plaza, he will give him a serialized "Part Claim Coupon".
- Customer needs to give a miss call from his mobile number on the Phone number mentioned on the Part Claim Coupon before leaving the dealership / M Parts Plaza location.
- Customer will receive a SMS acknowledging the receipt of his claim for parts availability along with unique code, which needs to be mentioned on the Parts Claim Coupon and is required to take stamp and signature from the respective Dealer / M parts Plaza authorized person .
- Customer will receive a call from MTBL call center on the given mobile number to take details given below

Name of the customer	:
Contact number	:
Dealer from which purchased	:
Chassis number	:
Engine number	:
Model	:
Registration number	:
Plaza location	:
Part requirement	:
Job Card Number	:

- The claim will not be qualified if above information is not received or incorrect information is given.
- Company can request the customer to submit the RC at Dealership/M Parts Plaza location on request, non-submission of the same shall be considered as in valid and the Customer will not be allowed to avail the guarantee.

- MTBL is not responsible for loss or non-receipt of Guarantee Claim, or delayed receipt of Guarantee Claim, or phone line 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 by SMS.
- MTBL does not take any responsibility if the phone line is not working on any day, for reasons which are beyond its control.
- MTBL 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 treatment**

- On launching the claim, Dealership/M parts plaza team will make sure the part is made available at the respective Dealership / M parts Plaza location
- Once the part is made available at the respective Dealership/ M parts Plaza location, customer will receive a SMS/call on the above mobile number to collect the same from the Dealership/ M parts Plaza.
- Once the part made available customer will get an SMS confirming his entitlement to get part(s) free of cost.
- Once the part is made available at Dealership/ M parts Plaza, the customer will be informed by MTBL through SMS, customer needs to show the SMS at Dealership/ M parts Plaza to take the part on free of cost basis.
- He/she also needs to handover the Part Claim Coupon while taking the physical delivery of parts irrespective of chargeable or free of cost billing.
- Customer needs to collect the part within one week from the date of confirmation of availability through SMS, at Dealership/ M parts Plaza location.

All claims against Guarantees received will follow a defined process, 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 MTBL shall be final & binding and cannot be questioned in any manner what so ever.

### **Other terms and conditions**

- MTBL will not reimburse any amount which will be for travel, stay costs or any other expense incurred by Customer for visiting the Dealership/ M parts Plaza location.
- The Guarantee comes to an end once the part is taken by customer from the Dealership/ M parts Plaza location
- For the Guarantee to be valid, there should be no outstanding dues of any kind whatsoever, of the customer with the Dealership/ M parts Plaza location.
- MTBL reserves the right to close the Guarantee and/or modify/alter the terms and conditions of the Guarantee at its discretion without any prior notice. However, the Guarantee offered on parts till the date of withdrawal of Guarantee shall be honored subject to compliance with other Terms and Condition of the Guarantee.
- Applicability of Guarantee – 25 Sep 2017 till 31<sup>st</sup> March 2018
- The decision of MTBL 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.
- MTBL and 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.
- MTBL will not be responsible if SMSs, miss calls by MTBL Customers/MTBL, as part of the validation process are not received, or received late, by Customer/MTBL.

- Customer permits MTBL free of cost, the use of their name, photograph and/or video footages and factual information about their Guarantee in public media.
- MTBL, 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.
- MTBL 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/MTBL, 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/MTBL by any third party in connection with their Claim(s).

In the event the any Customer has further queries or desires to know more about the Term s& Condition of the Guarantee, the Customer may write to[CONTACTMTB@mahindra.com or write to Senior General Manager – CC & Parts , 128/A, “SANGHVI COMPOUND”, Mumbai – PuneRoad, Opp. Jayashree Cinema, Chinchwad, Pune – 411019 or call Helpdesk Phone Number 020-67115377

- 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.
- MTBL shall not be liable to give guarantee , if, after receipt of Customer’s request for Guarantee , MTBL is unable to reach the Customer even after making three consecutive unsuccessful attempts to reach the Customer on his registered contact details with MTBL, 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 MTBL.
- Customer agrees to receive future calls from MTBL regarding brands/ promotions / communications.
- MTBD shall not be liable for any liability, whether direct or indirect over and above what is mentioned herein.

M.Bala Subramanian

Sr. GM – CC & Spares