

महिंद्रा के सभी ट्रक देते हैं
**सबसे ज्यादा माइलेज
 नहीं तो ट्रक वापस.***

TERMS & CONDITIONS

Mahindra BLAZO X, FURIO, FURIO7 CARGO and JAYO BS6 Mileage Guarantee¹

“GET THE HIGHEST MILEAGE OR GIVE THE TRUCK BACK”

“सबसे ज्यादा माइलेज, नहीं तो कर दीजिए ट्रक वापस”

Definitions

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|---|--|
| Claimed vehicle | Mahindra BLAZO X, FURIO, FURIO7 CARGO and JAYO (“Mahindra Vehicles”) |
| Platforms | HCV, NCLV, LCV and ICV |
| Claim management | Mahindra & Mahindra Limited (“M&M”) |
| Independent agencies | EY; C3 Vivo Engineering Consultants |
| Registration form | Registration form which is available on the website provided in this table below; which a person has to fill in order to register their claim |
| Claimant | A person who is registering the Claim for return of the Mahindra vehicle against such Mahindra vehicle not meeting the mileage guarantee (“the Claim”) |
| Terms and conditions (“T&C” or “Terms”) | These terms and conditions governing the Claim, as may be amended from time to time by the management of M&M. |
| Website | www.mahindratruckandbus.com |

¹ This mileage guarantee for any Mahindra Vehicle is only against the exact same class and category of vehicles in the market as such Mahindra Vehicle, and on the terms and conditions detailed herein.

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Terms & Conditions

The Claim:

Mahindra Truck and Bus Division ('MTBD'), a division of Mahindra & Mahindra Ltd claims that based on the internally defined methodology, its Mahindra Vehicles (BLAZO X, FURIO, FURIO7 CARGO and JAYO) BSVI range of trucks provide better mileage than other vehicles in the same class and segment, as per the defined process herein. The Terms and Conditions for availing the Mahindra Vehicles (BLAZO X, FURIO, FURIO7 CARGO and JAYO) BS6 Mileage Guarantee (the 'Guarantee') are as follows:

1. MTBD has assessed a Claim that its Mahindra Vehicles (BLAZO X, FURIO, FURIO7 CARGO and JAYO) BS6 range of trucks provide higher Mileage ('Mileage' or 'Guarantee') than other vehicles in the same class and segment as the respective Mahindra Vehicles. For this purpose, Mileage includes the impact of Ad Blue Consumption, than the other vehicles in the same class as listed below in the original state of OEM supply without any mechanical modification of any manner.
2. Customers, who have made a valid purchase of Mahindra Vehicle as per the Terms and Conditions defined herein, will qualify for the Claim during the period defined in point no. 5 of this document, below.
3. If the customer's currently owned non-Mahindra vehicle ('**Claimed vehicle**'), purchased from an authorized dealer of the manufacturer of such non-Mahindra vehicle, provides better Mileage than the Mahindra Vehicle (BLAZO X, FURIO, FURIO7 CARGO and JAYO) BSVI range of trucks vehicle purchased by such customer in the same class and segment as per the defined criteria and under the pre-defined testing conditions as detailed below, then MTBD proposes to take back the Mahindra Vehicle and refund the entire sales consideration as defined below, to the Customer.
4. The Claim must meet the other terms and conditions listed below, including but not limited to the terms in respect of Criteria, vehicle selection, mileage, claim eligibility criteria, claim lodging process and claim evaluation / validation process.
5. This Guarantee shall be applicable up to the completion of the first six (6) months from the date of registration of the Mahindra Vehicle (BLAZO X, FURIO, FURIO7 CARGO and JAYO) BS VI purchased by the customer that is sought to be returned under this scheme.

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Criteria:

Vehicle selection –

The Claimed vehicle which is eligible to be entered for the Claim by the Customer must comply with all the following criteria:

- With respect to BLAZO X, 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 (BSVI) & non-Mahindra truck
- With respect to FURIO (ICV), The Claimed vehicle must be comparable, BSVI, 4 - cylinder, same GVW category, load body length, width & type (HSD/FSD), Tyre Size (8.25-16, 14PR; 9.00R20, 14PR; 235/75R17.5 – depending on the GVW) Tyre Type (Radial/Nylon/Tubeless), same age, equivalent emission norm (BSVI) & non- Mahindra truck
- With respect to FURIO7 CARGO, The Claimed vehicle must be comparable, BSVI, 4 - cylinder, same GVW category, load body length, width & type (HSD/FSD), Tyre Size (8.25x20 etc.) Tyre Type (Radial/Nylon/Tubeless), same age, equivalent emission norm (BSVI) & non- Mahindra truck
- With respect to JAYO, The Claimed vehicle must be comparable, BSVI, 4 - cylinder, same GVW category, load body length, width & type (HSD/FSD), Tyre Size (7.00-16, 14PR) Tyre Type (Radial/Nylon/Tubeless), same age, equivalent emission norm (BSVI) & non- Mahindra truck
- If there is any difference in the above-mentioned specifications, the decision will be taken by M&M's management on whether to consider the Claim.

Mileage

- The Claimed vehicle's mileage would be measured against the Mahindra BSVI vehicle by undergoing the back-to-back trial, 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.

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- 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 calculated at the rated GVW of the Mahindra vehicle (BLAZO X, FURIO, FURIO7 CARGO and JAYO) BSVI range of trucks as per the vehicle ARAI homologation and not for any kind of load beyond this 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 and the Claim will be deemed as null and void.
- The Claimed Vehicle should be manufactured in India under a valid manufacturing license as per the laws, rules and regulations applicable in India.
- The Claimed Vehicle must be registered in India.
- The Claimed Vehicle must not be used contrary to category of license or registration granted to the Vehicle in any manner whatsoever.
- If the odometer reading on the Claimed Vehicle or the Mahindra Vehicle has been modified and found to be tampered, the Claim becomes null and void since it leads to tampering of mileage determination
- The Claimed Vehicles selected for testing purposes shall have been manufactured in compliance with all applicable local rules and regulations. The driving specifications of the Claimed Vehicles, including but not limited to emission, gear box type, cylinders, drive, fuel tanks & tyre type, condition & tread depth, body type etc. of the Claimed vehicle shall be similar to that of the Mahindra vehicle (BLAZO X, FURIO, FURIO7 CARGO and JAYO) BSVI range of trucks.

Claim Eligibility Criteria

- The Claim is open only to any individual Indian Adult citizen of 18 years of age as on 17th January 2022, and who is currently residing in India, who has purchased a Mahindra Vehicle (BLAZO X, FURIO, FURIO7 CARGO and JAYO) BSVI range of trucks as a first owner only, along with the 5 years' comprehensive Annual Maintenance Contract for the same.

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- MTBD employees and their families, agents, dealers and business partners directly or indirectly related to MTBD or their contractors, are not eligible to participate in the Claim and can be excluded at any time such a relationship comes to the notice of MTBD.
- These terms and conditions are personal between MTBD and the Customers as described in the first bullet point above. 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 Claim invalid.
- A Customer shall be entitled to avail the Claim test only once, for each Mahindra Vehicle (BLAZO X, FURIO, FURIO7 CARGO or JAYO) BSVI range of trucks owned by such customer. Multiple claims for the same Mahindra Vehicle shall not be valid.
- This Guarantee shall be applicable up to the completion of the first six (6) months from the date of registration of the Mahindra Vehicle (BLAZO X, FURIO, FURIO7 CARGO and JAYO) BS VI purchased by the customer that is sought to be returned under this scheme.
- Any Customer who undertakes the Claim test does so of his or her own free will and agrees that his/her Claim shall be governed only by the terms and conditions as mentioned in this Claim and therefore agrees to the same at the time of participation.
- Companies, partnerships, HUFs, NGOs, and any other form of legal entities cannot participate in the Claim.
- Only an individual natural person can participate in the Claim, that too only once. Multiple entries by the same person will result in disqualification of all claims.
- Joint entries are not permitted.
- For the Claim 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 Vehicle (BLAZO X, FURIO, FURIO7 CARGO and JAYO) BSVI range of trucks. For avoidance of doubt, Mahindra shall not be liable to (a) undertake the test, if there are any outstanding dues, in respect of the Mahindra Vehicle (BLAZO X, FURIO, FURIO7 CARGO and JAYO) BSVI range of trucks, payable by Customer to any third party as on the date of Claim evaluation and (b) to take back its truck, if there are any outstanding dues, in

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respect of Mahindra vehicle (BLAZO X, FURIO, FURIO7 CARGO and JAYO) BSVI range of trucks, payable by Customer to any third party as on the date of return of the truck.

Claim lodging process

The following clauses define the process of lodging a Claim, which must be followed by the Customer. Any deviation from the defined process below shall render the Claim 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 Claim is submitted, no dispute can be raised later, on these Terms and Conditions and the process adopted hereunder.
- The participation in the 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 Claim along with the required mandatory vehicle documents / copies / photographs of the vehicle / number plate must be uploaded in the Claim form on the Claim website within the period of the Claim as detailed below. MTBD will not entertain any Claim received through any other mode / medium.
- All the documents submitted in the 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 Claim shall be considered as valid and the Customer will be allowed to avail the offer further.
- MTBD shall not be responsible for loss or non-receipt of Claim, or delayed receipt of Claim, or website down-time for technological or any other reasons.
- Claim once submitted cannot be modified.
- Claim lodging process would be deemed to be completed by Customer only once a unique Claim number is provided to the Customer on the website.
- MTBD does not take any responsibility if the website is not working on any day, for reasons which are beyond its control.

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• 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 Claim or the process to evaluate the Claim.

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 these terms of conditions of the guarantee. This process is not subject to being queried or changed by any Customer. By entering a Claim, the customer agrees to these terms and conditions in entirety.

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

Steps for Claim evaluation / validation process

- All valid Claims against return guarantees validly received by MTBD, will be sorted by the different classes of vehicles.
- Once the above has been determined, the Customer entitled for the Claim test, will be forwarded the Trial Sign-off note to begin the trial. The selected Mahindra Vehicle and the Claimed Vehicle need to be in trial worthy condition and the same will be certified by a Mahindra Engineer at the time of Pre-Trial sign off. In case either of the vehicles are not in the trial worthy condition as certified by a Mahindra Engineer, the trial will be conducted only after the vehicles are made trial worthy by the Customer. It is mandatory for the 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 shall provide the Load at rated GVW (as per ARAI homologation) of the Mahindra Vehicle, Fuel Cost, Toll Taxes, all trip expenses, applicable audit fees etc. for both Mahindra vehicle and the Claimed Vehicle. The trial will be Back to Back Trial and will be conducted at the same time and date, on the same route.
- The Customer needs to ensure that all the documents with respect to the Mahindra Vehicle and the Claimed Vehicle are complete with respect to the Registration, Fitness, Road Tax, Permits, Insurance, etc.

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- Mahindra will not own any responsibility of the material being transported in either the Mahindra Vehicle or the Claimed Vehicle for test. It shall be the sole responsibility of the Customers.
- Mahindra shall be under no liability whatsoever in respect of any loss or damage to the Mahindra Vehicle or the Claimed Vehicle arising directly or indirectly during the course of the trial.
- The customer is advised to take an acknowledgment for a list of accessories, extra fittings and other belongings in the Mahindra Vehicle and the Claimed Vehicle, as well as the current condition related to scratches, dents breakages of parts, fitments of the Vehicle at the time of giving possession of the Vehicles for the trials.
- The trials will be conducted by Mahindra's designated 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 trials on the same route. MTBD will not reimburse any amount which will be incurred for travel and stay costs 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 the customer or any of the representatives or 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.
- If the trial proves the mileage guarantee made by MTBD as per the trial sign off document, i.e. if the trial proves that the Customer's non-Mahindra Claimed Vehicle does not give superior Mileage than the customer's Mahindra Vehicle (including the Ad Blue Consumption) at rated GVW (as per ARAI homologation) of the Mahindra Vehicle (BLAZO X, FURIO, FURIO7 CARGO and JAYO) BSVI range of trucks, in the original state of vehicle without any mechanical modification of any manner, and with the same fuel quantity in both vehicles of the same class and segment during the trip, then the Claim obligations of MTBD shall stand complied with as per these terms and conditions. In such an event, the Claim shall stand failed and rejected ("Failed Claim").

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.

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• For the Claim to be passed, the Customer's non-Mahindra Claimed Vehicle should demonstrate superior Mileage (including the Ad Blue Consumption) at rated GVW (as per ARAI homologation) of the Mahindra Vehicle (BLAZO X, FURIO, FURIO7 CARGO and JAYO) BSVI range of trucks, in the original state of vehicle without any mechanical modification of any manner, and with the same fuel quantity in both vehicles of the same class and segment during the trip ("Successful Claim"). The decision of the outcome of the post-trial sign off is final and binding on all concerned parties.

• The Claim comes to an end once any one outcome is determined under these terms and conditions, or at the end of the defined Claim period (i.e. **6 months** from date of registration of the Mahindra Vehicle) if no valid Claims are received until then, or if all valid Claims against all valid Claimed Vehicles are unsuccessful in showing superior mileage than the Mahindra Vehicle (BLAZO X, FURIO, FURIO7 CARGO and JAYO) BSVI range of trucks, whichever is earlier.

• In the event of a Successful Claim, MTBD will buy back the Mahindra Vehicle as per specified conditions from the valid Customer only, by refunding only the amount of ex-showroom price of the Mahindra Vehicle. It is agreed and understood that apart from the ex-showroom price that shall be refunded, MTBD shall not and shall not be liable to make any other payments, including clearing any balance principle outstanding with financier and insurance / registration / body building charges (if any) for the aforesaid Mahindra Vehicle. No other direct and / or indirect costs as incurred by the Customer in lodging the Claim or otherwise will be paid or reimbursed. Such return of moneys to the customer shall only be upon handover of the Mahindra Vehicle by the customer to MTBD and finishing all paperwork for the same as required by MTBD.

• For the Claim to be valid, there should be no outstanding dues of any kind whatsoever that have become due and payable in respect of the Mahindra Vehicle until the time of the Claim, and which have not been duly paid by the Customer, including with either the Financier or Dealer or any other entity towards the aforesaid Mahindra vehicle (BLAZO X, FURIO, FURIO7 CARGO and JAYO) BSVI range of trucks. For avoidance of doubt, Mahindra shall not be liable to (a) undertake the test, if there are any outstanding dues that have become due and payable and not been duly paid off, in respect of Mahindra vehicle (BLAZO X, FURIO, FURIO7 CARGO and JAYO) BSVI range of trucks, payable by Customer to any third party as on the date of Claim evaluation and (b) to take back its truck, if there are any outstanding dues, in respect of Mahindra vehicle (BLAZO X, FURIO, FURIO7 CARGO and JAYO) BSVI range of trucks, payable by Customer

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to any third party as on the date of return of the truck. • MTBD reserves the right not to take back the Mahindra Vehicle (BLAZO X, FURIO, FURIO7 CARGO and JAYO) BSVI range of trucks, if the same has been damaged in any manner or met with an accident.

- The payment of claim amount in a Successful Claim shall 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 and as decided by Mahindra on a case to case basis, within 30 working days from the date of determination of Claim status (if any) and only upon signing a Claim settlement agreement with MTBD and the Customer handing over duly signed transfer papers and all relevant documents in original to MTBD.
- The copyright in all documents submitted as part of this Claim 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 Claim it is determined by MTBD or any other body that the Claim is fraudulent, all money paid by MTBD to the customer shall be returnable to MTBD in total, immediately with penal interest at 16% per annum.
- Sales consideration money will only be paid out on completion of the entire process, a Successful Claim having been completed 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 Claim and / or modify / alter the terms and conditions of the mileage return guarantee scheme at its discretion, any time during the period of the Claim, without any prior notice. However, the mileage return guarantee offered on Mahindra Vehicles sold till the date of withdrawal of the mileage return guarantee scheme shall be honored subject to compliance with other Terms and Condition of the scheme as provided herein.

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- Period of Guarantee – Valid for Mahindra Vehicles (BLAZO X, FURIO, FURIO7 CARGO and JAYO) BSVI range of trucks sold from 17 January 2022 onwards.
- The Guarantee is only applicable within the national boundaries of India.
- The decision of MTBD management on all 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.
- Customer permits MTBD free of cost, the use of their name, photograph and / or video footages and 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 mileage return guarantee -due to matters beyond its control and / or for force majeure reason(s).
- All disputes relating to or arising out of the mileage return guarantee, these terms and conditions or from any Claim, 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.

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- 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 Vice President and Head – Marketing – Commercial Vehicles, Mahindra and Mahindra Ltd., Mahindra Tower, 3rd Floor, Wing 3. Plot No A/1, Chakan Industrial Area, Phase IV, Post – Nighoje, Chakan, Tal Khed, Dist Pune. Maharashtra. Pin 410 501 Tel.: 02135-642000 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 Claim 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 Claim.
 - MTBD shall not be liable to conduct the Claim test, if, after receipt of Customer’s request for Claim 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 by MTBD for response.
 - All data received by either party to this Claim 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.
 - If Applicants are unclear as to these terms and conditions or any element of the Claim or experience difficulties of any kind, they can write in their questions, problems or queries to [Address & Phone number] - Mahindra and Mahindra Ltd., Truck and Bus Division, Mahindra Tower, 3rd Floor, Wing 4, Plot No A/1, Chakan Industrial Area, Phase IV, Post – Nighoje, Chakan, Tal Khed, Dist Pune. Maharashtra. Pin – 410501 Tel.: 02135-642000
- All data received will be held in confidence by MTBD and shall be subject to Mahindra Privacy Policy <
<https://www.mahindratruckandbus.com/privacy-policy.aspx>>

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