48 hours Uptime Guarantee for Mahindra HCV Trucks

(Applicable for BLAZO BSIV Range of Mahindra trucks)

Definition:

Uptime Guarantee ensures Mahindra HCV Truck is ON Road for maximum possible time and in case of any breakdown, Mahindra HCV Truck is put back ON Road within guaranteed time. The Uptime Guarantee is applicable only to the breakdown of Mahindra HCV Trucks cases registered with NOW 24x7. The time of registration at NOW 24x7 will be considered as start time and the time reported for delivery of Mahindra HCV Truck will be considered as end time of this Uptime Guarantee.

The Uptime Guarantee will be mainly classified in the following categories.

A) MTBD Guarantee for HCVs:

Any breakdown reported on NSC(North South Corridor), EWC(East West Corridor) & GQ (Golden Quadrilateral) highways will be rectified & Mahindra HCV Truck will be put back on road within 48 hours, if not, MTBD will payback Rs.1000 to the Customer (owner of the Mahindra HCV Truck) for each day beyond 48 hours.

B) MTBD Guarantee for HCV- Rig Vehicles:

Any breakdown reported for a Rig or Support vehicles anywhere across the country will be considered under Uptime Guarantee.

The guaranteed period will be of 48 hours. If the Mahindra HCV Truck is not put back on road within 48 hours, MTBD will pay Rs.1000 for each day beyond 48 hours, to the Customer.

Customer Benefit:

- Single point contact through In house technical centre- NOW 24x7
- o Mahindra HCV Truck ON Road, within guaranteed period.
- Customer will be kept informed at every stage about the progress made in Mahindra HCV Truck repair.
- o Once Mahindra HCV Truck is repaired, MTBD will inform the Customer about the status of his/her Mahindra HCV Truck.

Claim Process for Customer:

- 24x7 NOW (Pune based, multi-lingual call centre managed by Experts) will send MIS for the preceding month on 4th of every month.
- 24x7 NOW will compile all the data and will show the list "Eligible Customer" for reimbursement for the given month. For avoidance of doubt, Eligible Customer is the Customer who has complied with the Terms and Conditions of the Warranty/Service Manual provided along with Mahindra HCV Truck during the time of purchase to the Customer.
- o This data will be sent to all the respective Zonal Service Managers of MTBD.
- Based on the report, the applicable reimbursement amount will be paid to the Eligible Customer by the Dealer.
- Payment receipt, duly signed by the Eligible Customer should be sent to the Head Office of MTBD [Mahindra & Mahindra Ltd., Mahindra Truck and Bus Division, 128/A Sanghvi Compound, Mumbai-Pune Road, Chinchwad, Pune, Maharashtra-411019, India]. On receipt of Eligible Customer' acknowledgement of payment, dealer will be reimbursed the entire amount including transportation and other expenses.

Terms and Conditions:

- o Only 24x7NOW registered calls, are eligible for the Uptime Guarantee.
- o The time registered at 24x7NOW will be considered as the "Job" starting time and time reported for delivery of Mahindra HCV Truck post repair to the Customer will be taken as "Job" completion time.
- o During the registration of a breakdown call, a satisfaction code will be generated and provided to the Customer by 24x7NOW. This code will be required for closure of the registered breakdown by the Dealer.
- No accident repair will constitute to be a part of this Uptime Guarantee.

- Complaint call e.g., tyre wear, mileage issue, low pick up will not be considered under Uptime Guarantee.
- Warranty decision will be taken as per the standard warranty terms and conditions enlisted in the Warranty/Service Manual provided to the Customer, at the time of purchase of Mahindra HCV Truck
- Customer should avail all scheduled and non-scheduled repair and maintenance services from MTBD authorised network only.
- Time taken for payment approval by Customer in cases of paid job will not be considered for calculating the time taken for putting Mahindra HCV Truck on ON ROAD for the purpose of this Uptime Guarantee.
- o Any delay due to factors beyond MTBD or its network's control such as strike, war, flood, earthquake etc. will be excluded from time calculations.
- o In no event shall MTBD be liable for any special, incidental, indirect or consequential damages of any kind in connection with these Terms of this Uptime Guarantee. MTBD does not take responsibility for any loss or damage (direct or indirect) that any Customer, whether individual or organisation may suffer as a result of amendment of any of the Terms and Conditions of the Uptime Guarantee.
- All disputes relating to or arising out of the Uptime 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 Customer agrees that he/she shall hold harmless MTBD, its employees, officers, contractors or other persons and shall defend him/her 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 this Uptime Guarantee.
- The final decision on the 48 hours Uptime Guarantee for Mahindra HCV Trucks, lies at the discretion of MTBD's management.
- MTBD reserves the right to change/alter/modify the Terms and Conditions of this Uptime Guarantee, without any prior notice.