



## Mahindra FURIO Profit Guarantee ('The Claim')

### 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 vehicle Mahindra FURIO BSIV range of trucks provide better operational profit than other vehicles in the same class as per the defined process herein.

#### **Terms and Conditions for availing the Mahindra FURIO BSIV Profit Guarantee (the 'Guarantee'):**

MTBD has assessed a Claim that its Mahindra FURIO BSIV range of trucks provide higher Operating Economics Profit ('Profit' or 'Guarantee') (Profit calculated as per the defined process and includes only the collective benefit of fuel mileage, maintenance costs and additional earnings opportunity from the additional payload at rated GVW (as per ARAI homologation) condition in the original state of OEM supply without any mechanical modification of any manner calculated during the vehicle trip) 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.

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

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

#### **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:



- The Claimed vehicle must be comparable, 4 - cylinder, same GVW category, load body length, width & type (HSD/FSD), Configuration (EGR), Tyre Size (8.25x20 etc.) Tyre Type (Radial/Nylon/Tubeless), same age, equivalent emission norm (BSIV) & non- Mahindra truck
- The Claimed vehicle mileage would be measured against Mahindra FURIO BSIV 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.
- 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 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 as per OEM supply and must have started commercial sale on/before 31<sup>st</sup> December 2018 in India. The vehicle should 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 case / 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 etc. of Claimed vehicle shall be similar to that of Mahindra FURIO BSIV.



#### Mileage:

- The back-to-back trials are applicable for only rated load calculated at the rated GVW as per the vehicle ARAI homologation and not for any kind of load beyond this rated load of the truck.

#### Claim Eligibility Criteria –

- The Claim is open to any Indian Adult citizen, currently residing in India, who has purchased Mahindra FURIO BSIV (first owner only) along with the 5 years 5 lakh kms free maintenance and 5 years 5 lakh kms warranty scheme.
- 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 Claim, and can be excluded at any time such a relationship comes to the notice of MTBD.
- This Claim 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 Claim invalid.
- A Customer shall be entitled to avail the Claim test only once, for each Mahindra FURIO BSIV owned. Multiple claims for the same vehicle shall not be valid.
- Any Customer who undertakes the Claim test does so of his or her own free will and that this Claim shall be governed only by the T&C's mentioned in this Claim and therefore agrees to the same at the time of participation.

#### 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 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 Guarantee Claim is submitted, no dispute can be raised later, on the Terms and Conditions and the process adopted.
- The participation in the Claim shall be made only through an online Claim form on the website/ webpage ([www.mahindratruckandbus.com](http://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 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 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 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 verification 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 Claim 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 FURIO 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 highway route on which the vehicles of this type generally ply in the economy drive conditions, on the same load type and same load freight rate at rated GVW (as per ARAI homologation) condition for the respective vehicles in the original state of vehicles without any mechanical modification of any manner and same fuel quantity in both vehicles.
- The Customer needs to provide the Load at rated GVW (as per ARAI homologation), Fuel Cost, Toll Taxes, All trip expenses, etc. for both Mahindra FURIO 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.
- MTBD will consider the additional earning potential basis the additional payload available at rated GVW (as per ARAI homologation) condition of respective vehicles in the original state of vehicles without any mechanical modification of any manner and same fuel quantity in both vehicles in case the customer is unable to provide or utilize the additional load at rated GVW (as per ARAI homologation) for both vehicles.
- The maintenance expenses will be established basis the published OEM comparable AMC scheme rates of the Claimed truck or the actual comparable AMC contract value if subscribed by the customer.
- The Customer needs to ensure that all the documents with respect to Mahindra FURIO 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 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 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 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 Claim 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 Claim obligations of MTBD shall stand complied with as per the T&C's of this 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.
- For the claim to be passed, the Customer's non-Mahindra Claim Vehicle should demonstrate superior Profit as a collective benefit of maintenance costs, higher earnings potential from available payload at rated GVW (as per ARAI homologation) condition in the original state of vehicle without any mechanical modification of any manner and same fuel quantity in both vehicles and better mileage than that of Mahindra FURIO BSIV vehicle in the same class during the trip. 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 one outcome is determined under these T&C or at the end of the defined Claim 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 FURIO 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 FURIO 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 FURIO 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 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 FURIO 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 FURIO BSIV, 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 FURIO BSIV, payable by





Customer to any third party as on the date of return of the truck. (Comment: The customer may challenge this condition as there is every possibility that the customer would have taken financial assistance for purchasing Mahindra FURIO and some outstanding principal amount of the said loan. In other words, in most of the cases the Guarantee will not be valid.)

- MTBD reserves the right not to take back the Mahindra FURIO BSIV, if the same has been damaged in any manner or met with an accident.
- The payment of claim amount 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, within 30 working days from the date of determination of Claim 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 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 Claim and / or modify / alter the terms and conditions of the Claim at its discretion, any time during the period of the Claim, without any prior notice. However, the Guarantee offered on Mahindra FURIO BSIV trucks sold 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 the first 500 Mahindra FURIO trucks sold or till 30<sup>th</sup> September 2019, whichever is earlier.



- 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](mailto: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 Guarantee due to matters beyond its control and / 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](mailto:contactmtb@mahindra.com) or write to Senior General Manager – Marketing, 2nd Floor, Mahindra Towers, G M





Bhosale Marg, Worli, Mumbai, 400 018 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.