



Mahindra Construction Equipment Performance Guarantee ('The Guarantee')

"Highest productivity per litre of diesel or else return the Mahindra Earth Master BS4 Backhoe Loader"*

Definitions

Claimed backhoe loader	Mahindra EarthMaster SX IV
Segment	74 HP
Claim management	Mahindra & Mahindra Ltd
Independent agency	C3 Vivo Engineering Consultants
Registration of Claim	<p>CMI ticket to be raised under category "Performance trial".</p> <p>In case of any technical issue observed in machine, first to be resolved (after resolution of issue take trial for issue resolution and confirm to customer) and still if there is any productivity related issue then it will be eligible for performance guarantee claim.</p>
Claimant	Registered first owner of Mahindra backhoe loader
Terms and conditions ("T&C" or "Terms")	These terms governing the Claim, as may be amended from time to time by Mahindra and Mahindra through its Construction Equipment division ("MCE").

This Guarantee shall be applicable for any Mahindra backhoe loader purchased directly from Mahindra and Mahindra Limited (M&M) or any authorized dealer of M&M. M&M claims that Mahindra EarthMaster SX IV ("**Backhoe Loader**") offers the highest productivity per liter of diesel, if not, then return the Backhoe Loader subject to these terms and conditions ("**Claim**"). The comparison for this Claim can only be done with the exact same category of backhoe loaders in the market, and on the terms and conditions as detailed herein.

Terms & Conditions

Terms and Conditions for availing the Claim are as follows:

***The same is subject to the Backhoe Loader qualifying the criteria as mentioned in these terms and conditions.**



- MCE has assessed a Claim that its Mahindra EarthMaster SX IV consumes lesser diesel per cubic meter than other backhoe loaders in the same segment with the same 74HP BS4 variant in the market. For the purpose of this guarantee, it is clarified that the comparison can only be done between the Equipment and the non-Mahindra backhoe loader which runs in same applications and run in the same geographical and environmental conditions.
- Customers, who have made a valid purchase of the Backhoe Loader as per the Terms and Conditions defined herein, will qualify for the Claim subject to eligibility criteria as mentioned herein, below.
- In the event, non-Mahindra backhoe loader ('Claimed backhoe loader'), purchased from an authorized dealer of the Original Equipment Manufacturer provides better productivity per liter than the Backhoe Loader purchased by the Claimant in the same segment as per the defined criteria and under the pre-defined testing conditions as detailed below, then MCE shall take back the Backhoe Loader and refund the entire sales consideration as defined below, to the Claimant.
- The Claim must meet the other terms and conditions listed below, including but not limited to the terms in respect of Criteria, backhoe loader selection, fuel efficiency, claim eligibility criteria, claim lodging process, and claim evaluation / validation process.
- This Guarantee shall be applicable within the first six (6) months from the date of commissioning of the Backhoe Loader purchased by the Claimant that is sought to be returned under this scheme.

Criteria:

Backhoe loader selection –

The Claimed backhoe loader which is eligible to be entered for the Claim by the Claimant must comply with all the following criteria:

- With respect to the Backhoe Loader, the Claimed backhoe loader must be comparable, same size of the teeth and backhoe bucket, Gross Horsepower must be 74 HP, similar age & Hrs (Range with in 250 Hrs), equivalent Emission Norm
- M&M shall inspect the non – Mahindra backhoe loader and decide if the same is eligible for the Claim. M&M's decision shall be final, and M&M shall have the discretion to reject any Claim without assigning any reason.

Productivity/Litre

- Productivity/Litre is how much production a backhoe loader gets per liter of fuel, such as cubic meter per liter.
- The Claimed backhoe loader's productivity would be measured against the Backhoe Loader 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 fuel efficiency expectation be considered to conduct the trial.
- The Claimed backhoe loader and the backhoe loader will be performing the applications as mentioned in trial SOP for testing process recommended by Mahindra Construction Equipment under the same pre-defined conditions.

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- The Claimed backhoe loader must be less than six months of age from commissioning date to qualify for this program
- The Claimed Backhoe loader 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 owner of such backhoe loader.
- The Claimed Backhoe loader 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 MCE, the Guarantee shall stand to be inapplicable and the Claim will be deemed as null and void.
- The Claimed Backhoe loader should be manufactured in India under a valid manufacturing license as per the rules applicable in India.
- The Claimed Backhoe loader must be registered in India
- The Claimed Backhoe loader must not be used contrary to category of license or registration granted to the Backhoe loader in any manner whatsoever
- If the HMR reading on the Claimed Backhoe loader has been modified and found to be tampered, the Claim becomes null and void since it leads to tampering of fuel efficiency determination
- The Claimed Backhoe loaders selected for testing purposes shall have been manufactured in compliance with all applicable rules and regulations. The operating specifications including but not limited to emission, gear box type, cylinders, drive, fuel tanks & tyre type, condition & tread depth, body type etc. of Claimed backhoe loader shall be similar to that of the Backhoe Loader.

Claim Eligibility Criteria

- The Claim is open to any Indian Adult citizen of 18 years of age as on February 21, 2022, currently residing in India, who has purchased the Backhoe Loader directly from M&M or its authorized dealer (first owner only).
- MCE employees and their families, agents and business partners directly or indirectly related to MCE 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 MCE.
- The Claimant agrees and acknowledges that the Backhoe Loader purchased by the Claimant to be eligible, for the purpose of this Guarantee shall not be tampered, altered, modified in any way whatsoever. For clarification, if even any outer addition is done to the Backhoe Loader which might indirectly impact the performance of the Backhoe Loader, then such Backhoe Loader shall not be eligible for the Claim under this Guarantee.
- These terms and conditions are confidential in nature between MCE 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

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whatsoever such as in social media/ mainline media. Any act in breach of the above would make the Claim invalid.

- A Claimant can only avail the Claim under this Guarantee once, irrespective of the number of Backhoe Loaders owned by such Claimant.
- Any Claimant who avails the Claim under this Guarantee acknowledges that, this Claim and the tests as described in this Guarantee is undertaken out of his or her own free will and that this Claim shall be governed by these terms and conditions and therefore agrees to the same at the time of participation.
- Companies, Partnership, HUFs, NGOs, and other forms of legal entities cannot participate in this Claim
- An individual person can participate 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 Backhoe Loader. For avoidance of doubt, M&M shall not be liable to (a) undertake the test, if there are any outstanding dues, in respect of the Backhoe Loader, payable by the Claimant to any third party as on the date of Claim evaluation and (b) to take back its backhoe loader, if there are any outstanding dues, in respect of the Backhoe Loader, payable by Claimant to any third party as on the date of return of the backhoe loader.

Claim lodging process

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

- The Claimant must read, understand, and agree to accept all the Terms and Conditions of this Guarantee, prior to submitting the Claim against Guarantee and even otherwise, once the Guarantee Claim is submitted, no dispute can be raised later, on these Terms and Conditions and the process adopted.
- The participation in the Claim shall be made only by opening the ticket through call center. 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 documents of the Backhoe Loader/ copies / photographs of the Backhoe Loader/ number plate must be given to MCE dealer.
- All the documents to be submitted to MCE dealer (Invoices, Registration, road tax, Insurance, permits) shall be required to be produced in original by the Claimant on request, and only upon verification of their authenticity, the Claim shall be considered as valid, and the Claimant will be allowed to avail the Claim further.
- MCE 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.

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- Claim once submitted cannot be modified.
- Claim lodging process would be deemed to be completed by the Claimant only once a unique ticket number is provided to the Claimant.
- MCE does not take any responsibility if the call center is not working on any day, for reasons which are beyond its control.
- MCE does not take responsibility and liability for any harm / injury to the Claimant and their team and / or damage to the Backhoe Loader and / or Claimant and / or participant caused in this Claim.

Claim evaluation/validation process

All Claims received against this Guarantee 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, and the customer expressly agrees to this process and these terms and conditions, as a prerequisite to making a claim for availing the Guarantee..

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

Steps for Guarantee evaluation / validation process

- All valid Claims against this Guarantee received will be sorted based on the Claim criteria.
- Once the above has been determined, the Claimant entitled for the Claim test, will be forwarded the Trial Sign-off note to begin the trial. The selected non- Mahindra backhoe loader and the Equipment 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 Equipment are not in the trial worthy condition as certified by Mahindra Engineer, the trial will be conducted only after such Equipment is made trial worthy by the Claimant. It is mandatory for Claimant to sign and accept the same to begin the process of trial.
- The trials will be conducted as per the process defined by MCE.
- The test site must be plain land & soil strata to allow safe operation of the machine and to allow the operators to maneuver the machine operation in an acceptable and consistent fashion. Prior to start of the test an estimate should be made to ensure that there is enough ground to meet the requirements.
- The Customer needs to provide the plain land (0.5 Acre for 2 machines), Machines, operator, Fuel Cost, Toll Taxes, all trip expenses, applicable audit fees etc. for both Mahindra backhoe loader and the Claimed Backhoe loader which shall be as per the requirement for testing as advised by the Mahindra Engineer. The trial will be Back-to-Back Trial and will be conducted at the same time & date, in the same conditions (Same strata & application). If customer claim is proved, trial expenses incurred by customer will be refunded.

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- Mahindra will not own any responsibility of the material being transported for test. It shall be the sole responsibility of the Claimant.
- M&M shall be under no liability whatsoever in respect of any loss or damage to the Claimant or any non-Mahindra Backhoe loader arising directly or indirectly during the course of the trial
Claimant is advised to take an acknowledgment for a list of accessories, extra fittings, and other belongings in the Backhoe loader as well as the current condition related to scratches, dents breakages of parts, fitments of the Backhoe loader at the time of gaining possession of the Backhoe loader for the trials.
- Claimants also must agree to fit MCE accessories/tools required for testing in the Backhoe Loader and claimed backhoe loader for the trials. For any damage happen during the trial MCE will not be held responsible/ accountable for that.
- The trials will be conducted by M&M's designated operators only. However, both the operators shall operate the backhoe loaders as per standard procedures/norms
- It will be the sole discretion of M&M to conduct one or more trial on the same application. MCE will not reimburse any amount which will be incurred for travel and stay costs by the Claimant 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 done by any of the team members of the Claimant, the trial will be treated as null and void and the Claimant shall be disqualified from this Guarantee.
- If the trial proves that the tests made by MCE as per the trial sign off document, i.e. if the trial proves that the Claimant's non-Mahindra Claimed Backhoe loader does not give better productivity per liter than the Claimant's Backhoe Loader, in the original state of backhoe loader without any mechanical modification of any manner, and with the same fuel quantity in both backhoe loaders of the same segment during the test, then the Claim obligations of MCE 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 Claimant post the tests are completed

- For the Claim to be passed, the Claimant's non-Mahindra Claimed Backhoe loader should demonstrate better productivity per liter than the Backhoe Loader, in the original state of backhoe loader without any mechanical modification of any manner, and with the same fuel quantity in both backhoe loaders of the same and segment during the trial. 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. 3 months from date of commissioning of the Backhoe Loader) if no valid Claims are received until then, or if all valid Claims against all valid Claimed Backhoe loaders are unsuccessful in showing better productivity per liter than the Backhoe Loader, whichever is earlier.

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- In the event of a successful Claim, MCE will buy back the Backhoe Loader as per specified conditions from the valid Claimant only, by refunding only the amount of ex-showroom price of the Backhoe Loader. It is agreed and understood that apart from the ex-showroom price that shall be refunded, MCE shall not and shall not be liable to make any other payments, including clearing any balance principle outstanding with financier and insurance / registration charges (if any) for the Backhoe Loader. No other direct and / or indirect costs as incurred by the Claimant in lodging the Claim or otherwise will be paid or reimbursed. Such return of moneys to the Claimant shall only be upon handover of the Backhoe Loader by the Claimant to MCE and finishing all paperwork for the same as required by MCE
- MCE reserves the right not to take back the Backhoe Loader, 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 status (if any) and only upon signing a Claim settlement agreement with MCE and the Claimant handing over duly signed transfer papers and all relevant documents in original to MCE.
- The copyright in all documents submitted as part of this Claim shall remain vested with MCE and MCE 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 MCE or any other body that the Claim is fraudulent, all money paid will be returnable to MCE 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 MCE management without prior notice. This could include extending the trial or performing it again for consistency.
- MCE 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 the Backhoe Loader 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 Backhoe Loader sold from date of announcement of this Guarantee scheme.
- The Guarantee is only applicable within the national boundaries of India.
- The decision of MCE management on all other matters regarding the Claims shall be final and binding on the Claimants.

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- Participating in the Claim process in any manner is tantamount to agreeing to these T&C, as amended from time to time.
- MCE, 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.
- Guarantees will be accepted in English only.
- Claimant permits MCE free of cost, the use of their name, photograph and / or deo footages and information about their Guarantee in public media.
- MCE, 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.
- MCE 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.
- MCE 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).
- For any reason beyond control or for force majeure reasons if performance trial can't be done or cancelled then MCE cannot be and shall not be held responsible for that, even not for any monetary loss happen for cancellation of trial.
- The Guarantee shall not be valid for delay or failure to provide the benefits under this Claim by MCE or its authorized workshops under the terms and conditions set out in this Guarantee, if such delay or failure is caused or contributed by causes or events beyond the reasonable control of MCE or its authorized workshops, including but not limited to acts of nature, acts of public enemy, acts of statutory authorities or courts, acts of terrorism, acts of any person engaged in subversive activity or sabotage, strikes, embargoes, public rallies and protests, pandemics, lockdowns, etc.
- The aggregate liability of M&M under this Guarantee shall be limited to the price of the Backhoe Loader, in the event the Claim is successful. M&M shall not be liable for any other monetary liability in any manner whatsoever. M&M shall not be liable for damages or loses which are consequential, special, indirect, remote, exemplary, punitive or speculative in nature.
- This Guarantee shall be read, construed and governed in accordance with laws of Republic India. All disputes relating to or arising out of the Guarantee shall be subject to the exclusive jurisdiction of the courts of competent jurisdiction at Mumbai, India.
- The Claimants agree that they shall hold harmless MCE, 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 MCE 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, he can check terms on www.mahindraconstructionequipment.com .
- This Guarantee is not a lottery or game of chance.

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- You agree and authorize M&M or any other third party to contact you and communicate with you over emails, telephonic calls or SMS on the mobile number, or through any other modes of communication mode to verify the details provided by you or for any other purpose in order to provide the benefits under this Guarantee., The Claimant waives his/ her national “do not call/ disturb” directory rights and all associated rights and remedies under applicable laws in India including TRAI regulations, for the purposes of this Claim.
- MCE shall not be liable to conduct the Claim test, if, after receipt of Claimants’ request for Claim test, MCE is unable to reach the Claimant even after making three consecutive unsuccessful attempts to reach the Claimant on his registered contact details with MCE. The same would apply for information requests made to any Claimant, who does not respond within two week or such other time stipulated by MCE 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 MCE
- If the Claimants are unclear as to the T&C or any element of the Claim or experience difficulties of any kind, they can write in their questions, problems or queries to Authorized dealership.
- You agree and authorize M&M to exchange and share all information and details, related to you with third parties, including service providers, financial institutions, , statutory bodies, etc., for customer verification, Backhoe Loader performance, data enrichment, marketing or promotion of services, in order to provide you with benefits under this Guarantee. All data received will be held in confidence by MCE and shall be subject to M&M Privacy Policy.

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