



Mahindra Construction Equipment Uptime Guarantee

“Claim”: “If your stopped machine is not back in action in 48 hours, you will get 1000 rupees, every day after the completion of 48 hours

Applicability: Mahindra EarthMaster BSIV Backhoe Loader (“**Backhoe Loader**”)

Document Objective:

Mahindra Construction Equipment (‘MCE’), a division of Mahindra & Mahindra Limited, proposes a 48-hour uptime Guarantee for the Backhoe Loader. Any breakdown reported on Backhoe Loader in accordance with these terms and conditions, will be put back on road within 48 hours., if this is not achieved and subject to these terms and conditions, MCE will payback Rs. 1000/- (all inclusive) to the customer (owner of the Backhoe Loader) for each day beyond 48 hours that the Backhoe Loader is not put back on road due to reasons attributable to MCE as described more fully in Annexure A of this document.

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MCE Uptime Guarantee for Backhoe Loader detailed definition:

- If your Backhoe Loader has stopped and your machine is not back in action in 48 hours from the time of such complaint is made, then you will get 1000 rupees, every day, after the completion of such 48 hours.
- Breakdown reported (as per listed jobs) on Backhoe Loader will be restored to working condition within 48 hours, if not customer will get Rs.1000 per day (First owner of the Backhoe Loader) for each day after 48 hours.
- The start of time is the time of actual opening of the ticket (irrespective of time of failure) and end of time is the time of completion of work.

Compensation

- Compensation beyond 48 Hrs from the time complaint is made: Rs 1000 / Day (every 24 hrs)
- Inclusion: All 74 HP BSIV Mahindra EarthMaster Backhoe Loader segment within 4 Years from the Date of Commissioning.

Terms and Conditions:

Eligibility of Payback

- The Uptime Guarantee is applicable only on the breakdown of Backhoe Loader where the cases are registered with a proper ticket number with call centre of MCE.



- The time registered at call centre ticket will be considered as the “Job” starting time and time reported at the time of ticket closer by the MCE service team post repair to the call centre will be taken as “Job” completion time.
- During the complaint registration of a breakdown call, a unique ticket will be generated and provided to the customer by MCE call centre/dealership. This ticket no will be required for closure of the registered breakdown by the call centre.
- Accidental breakdown and the time taken for the same will be excluded from this Uptime Guarantee.
- Complaint Call which involves OEM Parts (FIP, Starter motor, Alternator, Turbo charger, battery, common rail, tyre), Major repairs (engine/axle/transmission/ control valve overhauling), Structural Failures will only be provided till 1 year from the date of commissioning which comes under the Standard warranty\ of the Backhoe Loader. However, for the sake of clarity, it is expressly specified that this standard warranty shall not be a part of this Uptime Guarantee and shall be treated as an exclusion.
- If the machine is not actually breakdown, though the ticket has been open under “breakdown” category. Such tickets will not be considered for uptime guarantee.
- Delay due to any commercial and warranty dispute will not be considered for uptime guarantee.
- Customer should have availed all mandatory scheduled services prior to the breakdown call, from MCE authorized network only. Irregularity in schedule maintenance will not be considered for this Uptime Guarantee. (Reference cmi ticket)
- Breakdowns from machines operating in below mentioned hilly terrain districts / states will not be consider for 48- hour uptime Guarantee irrespective of the area of sale:
 - o North-East –Meghalaya, Nagaland, Mizoram, Manipur, Arunachal, Tripura and Sikkim
 - o Uttarakhand, Himachal, Jammu & Kashmir, Leh Ladakh
- Time taken for payment by customer in cases of paid job will not be considered for calculating the time taken for putting the Backhoe loader back on “RUNNING” for the purpose of this Uptime Guarantee.
- Customer disagreement for temporary repair/ float fitment, - Delay due to customer doing part of the repair work outside, - Delay due to customer arranging parts on own. will not be considered for Uptime Guarantee.
- Any delay due to factors beyond MCE or its network’s control such as strike, war, flood, pandemic, earthquake, lockdown, etc. will be excluded from time calculations. The Guarantee shall not be valid for delay or failure to provide the services under the terms and conditions set out in this document if such delay or failure is caused or contributed by causes or events beyond our reasonable control, including, acts of nature, pandemic, lockdown, 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, etc.
- In no event shall MCE be liable for any special, incidental, indirect, or consequential damages of any kind, including any loss of profit, in connection with these Terms of this Uptime Guarantee. MCE does not take responsibility for any loss or damage (direct or indirect) that any customer, whether individual



or organization may suffer because of amendment of any of the Terms and Conditions of the Uptime Guarantee.

- This Guarantee shall be read, construed and governed in accordance with laws of Republic India All disputes relating to or arising out of the Uptime Guarantee 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 to MCE, its employees, officers, contractors, or other persons and shall defend it/them/him/her against any loss, claim, demands, costs, damages, judgments, expenses, or liability arising out of or in connection with any or all pending or threatened claims whether fair or groundless, that may be brought against MCE by any third party in connection with this Uptime Guarantee.
- The final decision on the 48 hours Uptime Guarantee for the Backhoe Loader, lies at the discretion of MCE management.
- MCE reserves the right to change/alter/modify/rescind the Terms and Conditions of this Uptime Guarantee, without any prior notice.
- Decision of MCE on settlement of the payback arising out of this Guarantee will be full and Final.
- If there is any difference in the above-mentioned specifications of services, the decision will be taken by the MCE management on whether to consider the Guarantee.
- The Backhoe Loader must have been manufactured by Mahindra & Mahindra Limited (“M&M”) in India and commercially sold through authorized dealer of M&M in India or directly sold by M&M to the customer.
- The Backhoe Loader must be in the original state of purchase and must not have undergone any modification in any manner. If at any time any such modification is identified by MCE, the payback shall stand to be inapplicable, and the Guarantee will be deemed as null and void.
- The Backhoe Loader must be registered in India
- The Backhoe Loader must not be used contrary to category of license or registration granted to the Backhoe Loader in any manner whatsoever
- The Guarantee is open to any individual Indian Adult citizen of 18 years of age as on the date of activation of this document. Currently residing in India, who has purchased the Backhoe Loader (first owner only), within 4 Years from the Date of commissioning and provided such purchase has been made by such owner subject to this Guarantee. For the sake of clarity, if any of the conditions mentioned in the foregoing sentence are not met, such claim shall not be eligible for the Uptime Guarantee.
- MCE employees and their families, agents and business partners directly or indirectly related to MCE, or their respective contractors, are not eligible to participate in the Guarantee and can be excluded at any time such a relationship comes to the notice of MCE.
- This Guarantee is confidential between MCE and the customers of the Backhoe Loader. The customers entering this Guarantee shall not disclose/discuss/share/advertise the details of this Claim 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 Guarantee invalid.

Payback evaluation/validation process

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

Steps for Guarantee evaluation / validation process

- The customer needs to ensure that all the documents with respect to his/her Backhoe Loader are complete with respect to the Registration, road Tax, Permits, Insurance, etc.
- The payback amount shall be paid by an account payee cheque / RTGS and shall be issued in the name of the customer per the defined process within 30 working days from the date of determination of Guarantee status (if any).
- The copyright in all documents submitted as part of this Guarantee 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 Guarantee period, it is determined by MCE or any other body that the customer's claim for Uptime Guarantee is fraudulent, all money paid to the customer under this Guarantee will be returnable to MCE in total, immediately with interest at 16% per annum.

Other terms and conditions

- The Guarantee period or any of these terms & conditions may be amended at the discretion of MCE management without prior notice.
- MCE reserves the right to close / discontinue the Uptime Guarantee and / or modify / alter the terms and conditions of the same at its discretion, at any time without any prior notice to any person. However, the Guarantee offered on the Backhoe Loader sold till the date of withdrawal of Guarantee shall be honoured subject to compliance with other Terms and Condition of the Guarantee.
- The decision of MCE management on all other matters regarding the Guarantee shall be final and binding on the customers.
- Participating in the Guarantee process in any manner is tantamount to agreeing to these T&Cs, as amended from time to time.
- MCE, its employees and its agents and contractors will not be responsible for payback applications/claims that are lost in transit (physical or electronic mode) or deleted or corrupt or not accessible in any manner.
- Claims will be accepted in English only.



- Customer permits MCE free of cost and without any restrictions whatsoever, the use of their name, photograph and / or video 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 because of amendment of the terms and conditions of the Guarantee.
- This Guarantee is not a lottery or game of chance.
- 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. you 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 Guarantee.
- MCE shall not be liable to compensate the customer, if, after receipt of customer raising a “Job” or requesting for payback, MCE is unable to reach the customer even after making three consecutive unsuccessful attempts to reach the customer on his registered contact details with MCE. The customer shall stand disqualified from the Uptime Guarantee in such an event. The same would apply for information requests made to any customer, who does not respond even after making three consecutive unsuccessful attempts to reach the customer on his registered contact details with MCE.
- All data received by either party to this Guarantee shall be held in confidence by the said party, subject to the right of use, publicity, and disclosure of the same by MCE as expressly contained in these terms & conditions.
- 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.
- MCE shall not be liable for any other monetary liability in any manner whatsoever. MCE shall not be liable for damages or loses which are consequential, special, indirect, remote, exemplary, punitive or speculative in nature.
- This Guarantee offer and / or claim against it, cannot be clubbed / exchanged with any other offer of MCE.



Annexure 1 – Inclusions and Exclusions

A. For the 1st year from the date of commissioning (Standard warranty period)

Inclusions

- All breakdown tickets

Exclusions

- Accidental repair

B. For the balance 3 years from the date of commissioning

Inclusions

- All breakdown tickets with non-OEM Parts (of Mahindra)

Exclusions

- OEM Parts (FIP, Starter motor, Alternator, Turbo charger, battery, common rail, tyre), Major repairs (engine/axle/transmission/ control valve overhauling), Structural Failures.
- Delay due to commercial and warranty dispute will not be considered for uptime guarantee.
- Customer end delay including, Approval, payment
- Accidental repair
- Standard warranty of the Equipment