



**GET A 36-HOUR GUARANTEED TURNAROUND  
AT OUR WORKSHOPS OR GET ₹ 3000 PER DAY.**

## **Mahindra Truck and Bus**

### **36 Hours TAT Guarantee in Workshop**

“Turnaround Time Guarantee of 36 hours for Dealer/  
MCCC (Mahindra Customer Care Centre) Workshops Vehicles”

#### **Terms & Conditions**

##### **Guarantee**

Mahindra Truck and Bus Division ('MTBD'), a division of Mahindra & Mahindra Limited, shall provide compensation for the customer vehicles brought for repairs / services in the Authorized MTBD Dealer/ MCCC (Mahindra Customer Care Centre) Workshops for delay beyond 36 hours, subject to these terms and conditions. The objective is 100% performance adherence against this Guarantee, and in the event of deviation from this guarantee following compensation has been proposed to the customer subject to these terms and conditions.

- Start Date – 1<sup>st</sup> February 2022
- Compensation per Day to the customer beyond 36 Hours - Rs. 3000 per Day, on an all-inclusive basis. Compensation to the customer will be given upfront based on the calculation which will be done on JOB Card closure and Based on the MTB Dealer Management System (DMS) by the Dealer/ MCCC.
- The above Guarantee is applicable for all Mahindra BSVI HCV / ICV / LCV Trucks & Bus Segment vehicles (referred to herein as “Vehicles”) within 3 Years from the Date of first Sale of the same. The Vehicle should be reported for repairs at an Authorized MTBD Workshop only.

##### **Compensation Eligibility Criteria**


- A delay-based compensation of Rs. 3000 per day shall be offered for the Vehicle standing beyond 36 hours inside the Authorized MTBD workshop without any communication from MTBD or the authorized MTBD workshop that it is ready for pick-up after completion of the required repair/servicing, and which non-completion of repair / servicing is due to reasons attributable to MTBD or its authorized workshop, and subject to these terms and conditions.
- Subject to the next point and the accompanying table, the following repairs / services are eligible to be entered for the Guarantee Compensation by the customer:
  - Free and Paid Services
  - AMC Schedule service and minor repairs
  - Minor Repair (both warranty and paid jobs)



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- The following repairs / services are included and excluded from the Guarantee and/or the time calculated to be eligible for the Guarantee:

Category	Inclusions	Exclusions
Service Category	Vehicles Reporting to Workshop. Job Card Type - - Free and Paid Services - AMC Schedule service and minor repairs - Minor Repair (both warranty and paid jobs) – - Aggregate Failure (Excluding Engine, Gearbox & Axles) - Retro Fitment	- Pre-Sale & In Transit - PDI - Fitness certificate related works - Major and Minor Accident - Onsite - OEM Repair - Major electrical repairs and harness replacements - Aggregate overhauling - Breakdowns - Frame and Suspension - Body Related Repair - Modification on Vehicle - Any other from listed
Extraneous Factors		- Delays due to Force Majeure / Declared Holidays / Bandh / Strike/ lockdowns. - Weekly Off and Public Holidays under Negotiable Instruments Act
Process Delays		- Customer end delay including, Approval, payment, not taking delivery - Addition of jobs after opening of Job Card. - Warranty Rejection. - Disputes on Performance - Customer disagreement for Temporary repair/ floatfitment - Delay due to customer doing part of the repairwork outside - Delay due to customer arranging parts on own.



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If there is any difference in the above-mentioned specifications of services, or any other decision to be taken in relation to whether or not a particular claim is eligible for availing the Guarantee, the decision will be taken by the management of MTBD on whether to consider the Guarantee.

- The Vehicle 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 Vehicle must be in the original state and must not have undergone any mechanical modification in any manner. If at any time any such modification is identified by MTBD, the compensation shall stand to be inapplicable, and the Guarantee will be deemed as null and void.
- The Vehicle must not be used contrary to category of license or registration granted to the Vehicle in any manner whatsoever.
- The Vehicle should be manufactured in India under a valid manufacturing license as per the Rules applicable in India.
  - The Vehicle must be registered in India
  - The Vehicle must not be used contrary to category of license or registration granted to the Vehicle in any manner whatsoever
  - The Vehicle must not be modified outside Manufacturer’s specification
- The Guarantee is open only to individuals who are Indian Adult citizens having completed 18 (eighteen) years of age as on 1<sup>st</sup> February, 2022, currently residing in India, and who have purchased the Mahindra Vehicle as the first owner thereof only, within 3 Years from the Date of purchase by such customer of the said Vehicle. 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 36 Hours TAT Guarantee.
- MTBD employees and their families, or agents and business partners directly or indirectly related to MTBD, 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 MTBD.
- This Guarantee is personal between MTBD and its customers. The customers entering into this Guarantee 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 Guarantee invalid.
- Any customer who applies for the Guarantee, does so on his or her own free will and agrees that this Guarantee shall be governed only by these terms and conditions mentioned in this document and therefore agrees to the same at the time of participation.



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### **Compensation process**

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

- The customer must read, understand, and agree to accept all these Terms and Conditions of participation, prior to submitting the compensation against Guarantee and even otherwise, once the Guarantee is submitted, no dispute can be raised later, on the Terms and Conditions and the process adopted.

### **Compensation evaluation/validation process**

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


### **Steps for Guarantee evaluation / validation process**

- All valid claims received will be sorted by the different classes of vehicles.
- The customer needs to ensure that all the documents with respect to the Mahindra Vehicle owned by him / her are complete with respect to the Registration, Fitness, Road Tax, Permits, Insurance, etc.
- The copyright in all documents submitted as part of this Guarantee 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 Guarantee period, it is determined by MTBD or any other body that the customer's claim for the 36 Hour TAT Guarantee is fraudulent, all money paid to the customer under this Guarantee will be returnable to MTBD 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 MTBD management without prior notice.

- MTBD reserves the right to close/discontinue the 36 Hour TAT Guarantee and / or modify / alter the terms and conditions of the Claim at its discretion, any time during the period of the Guarantee, without any prior notice. However, the Guarantee offered on Mahindra Vehicles sold till the date of withdrawal of Guarantee shall be honored subject to compliance with other Terms and Condition of the Guarantee.
- The decision of MTBD management on all other matters regarding the Guarantee shall be final and binding on the customers.



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- Participating in the Guarantee process in any manner is tantamount to agreeing to these T&Cs, as amended from time to time.
- MTBD, its employees and its agents and contractors will not be responsible for Compensation 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 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 because of the 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 customer agrees that he/she 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 threatened or 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 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 Guarantee will require communication with the Participant, and communication related to the participation by every Claimant, and hence, Participant waives his/ her national “do not



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call/ disturb” directory rights and all associated rights and remedies under applicable laws in India including TRAI regulations, for the purposes of this Guarantee.

- MTBD shall not be liable to compensate the customer under this Guarantee, if, after receipt of customer’s request for compensation, 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 customer shall stand disqualified from the 36 Hour TAT 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 MTBD.
- 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 MTBD as expressly contained in these terms & conditions.
- This Guarantee offer and / or claim against it, cannot be clubbed / exchanged with any other offer of MTBD.

#### **Force majeure**

The Guarantee shall not be valid for delay or failure to provide the services / repairs by MTBD or its authorized workshops under the terms and conditions set out in this document, if such delay or failure is caused or contributed by causes or events beyond the reasonable control of MTBD 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.