



Mahindra FURIO 7 & FURIO 7HD Cargo Light Commercial Vehicle Range Double Guarantee – Terms & Conditions

Mahindra Truck and Bus Division of Mahindra and Mahindra Limited is offering “Double Guarantee” on its FURIO 7 range of Light Commercial Vehicles –

- A. Mahindra FURIO 7 and FURIO 7 HD Cargo New LCV BS6 Mileage Guarantee – Get More Mileage or Give Truck Back**
- B. Mahindra FURIO 7 and FURIO 7 HD Cargo New LCV BS6 Resale Value Guarantee – Guaranteed Resale Value of 40% after 5 years of ownership**

Below Terms & Conditions are applicable on the above-mentioned Guarantee –

(A) Mahindra FURIO 7 and FURIO 7 HD Cargo New LCV BS6 Mileage Guarantee

Mahindra FURIO 7 and FURIO 7HD Cargo New LCV BS6 Mileage Guarantee (‘The Claim’)

Definitions

MTBD vehicle	Mahindra FURIO 7 and FURIO 7HD Cargo New LCV
Claim management	Mahindra & Mahindra Ltd
Independent agency	C3 Vivo Engineering Consultants
Registration form	Registration form which is available on the Website; which a person has to fill in order to register their claim
Terms and conditions (“T&C” or “Terms”)	These terms governing the Claim, as may be amended from time to time by the Claim management
Website	http://www.mahindratruckandbus.com

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 vehicles Mahindra FURIO 7 and FURIO 7HD Cargo New LCV BSVI range of trucks provide better mileage than other vehicles in the same class as per the defined process herein.

Terms and Conditions for availing the Mahindra FURIO 7 and FURIO 7HD Cargo New LCV BS6 Mileage Guarantee (the 'Guarantee'):

MTBD has assessed a Claim that its Mahindra FURIO 7 and FURIO 7HD Cargo New LCV BS6 range of trucks provide higher Mileage ('Mileage' or 'Guarantee'). For this purpose, Mileage includes the impact of Ad Blue Consumption, 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 MTBD vehicle subject to the Terms and Conditions defined herein, will qualify for the Claim. The Claim shall be applicable for first 2000 MTBD Vehicles sold starting from 15th September 2021.

If the customer's currently self-owned vehicle ('Claimed vehicle'), purchased from authorized dealer of the any other manufacturer, provides better Mileage than FURIO 7 and FURIO 7HD Cargo New LCV BSVI range of trucks 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 MTBD vehicle and refund the actual invoice value of the MTBD vehicle paid by Customer towards the MTBD vehicle as defined below, to the Customer.

This Guarantee shall be applicable up to the completion of first three (3) months from the date of first registration of FURIO 7 and FURIO 7HD Cargo New LCV BSVI range of trucks purchased by 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, BSVI, 4 - cylinder, same GVW category, load body length, width & type (HSD/FSD), Tyre Size (8.25x20 etc.), Tyre Type (Radial/Nylon/Tubeless), same age, equivalent emission norm (BSVI) and must be a non- Mahindra truck. If there is any difference in the above-mentioned specifications, the decision will be taken by the Claim management on whether to consider the Claim or not. Decision of the Claim management shall be final and binding in this regard.
- The Claimed vehicle mileage would be measured against Mahindra FURIO BSVI vehicle by undergoing the back-to-back trial, as per the 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 of the Mahindra FURIO 7 and FURIO 7HD Cargo New LCV BSVI range of trucks 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 15th September 2021 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 laws and 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 7 and FURIO 7HD Cargo New LCV BSVI range of trucks.
- The vehicle selection process is at the sole discretion of the Claim management.

Mileage:

- The back-to-back trials are applicable for only rated load calculated at the rated GVW of the FURIO 7 and FURIO 7HD Cargo New LCV BSVI range of trucks 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 of 18 years of age as on September 15, 2021, currently residing in India, who has purchased Mahindra FURIO 7 and FURIO 7HD Cargo New LCV BSVI range of trucks (first owner only) along with the 5 years comprehensive Annual Maintenance Contract.
- 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.
- These terms and conditions are an agreement 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 7 and FURIO 7HD Cargo New LCV BSVI range of trucks 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.
 - Companies, partnerships, HUFs, NGOs, and other forms of legal entities cannot participate
 - An individual person can participate only once. Multiple entries by the same person will result in disqualification of all entries.
 - Joint entries are not permitted

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 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) 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 website.
- 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 be challenged, queried or changed by any Customer.

This process as defined by MTBD (which is subject to amendment from time to time by MTBD) shall be final & binding and cannot be questioned in any manner whatsoever.

Steps for verification process

- All valid Claims against Guarantees received will be sorted under 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 selected vehicles, both Mahindra FURIO 7 or FURIO 7HD Cargo New LCV BSVI range of trucks and the Claimed Vehicle need to be in trial worthy condition & the same will be certified by engineer appointed by Mahindra at the time of Pre-Trial sign off. In case any of the vehicles are not in the trial worthy condition as certified by Mahindra Engineer, the trial will be conducted only after the vehicle(s) 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 FURIO 7 and FURIO 7HD Cargo New LCV BSVI range of trucks 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) of the FURIO 7 and FURIO 7HD Cargo New LCV BSVI range of trucks, Fuel Cost, Toll Taxes, All trip expenses, etc. for both Mahindra FURIO 7 and/or FURIO 7HD Cargo New LCV BSVI truck 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.
- The Customer needs to ensure that all the documents with respect to Mahindra FURIO 7 and/or FURIO 7HD Cargo New LCV BSVI range of trucks 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, 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 shall not be held responsible and/or liable in connection with any cost and/or expenses incurred by the Customer in any manner whatsoever in connection with the Claim/Guarantee and MTBD will not reimburse any amount (including cost, expenses etc.) incurred by the Customer in connection with the Claim/Guarantee including for travel and stay costs incurred 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 Claimed vehicle should demonstrate superior Mileage (including the Ad Blue Consumption) at rated GVW (as per ARAI homologation) of the FURIO 7 and FURIO 7HD Cargo New LCV BSVI range of trucks in the original state of vehicle without any mechanical modification of any manner and with same fuel quantity in both vehicles 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. The Guarantee shall cease 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 7 and FURIO 7HD Cargo New LCV BSVI range of trucks, 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 7 and FURIO 7HD Cargo New LCV BSVI range of trucks 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 7 and FURIO 7HD Cargo New LCV BSVI range of trucks. 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 7 and FURIO 7HD Cargo New LCV BSVI range of trucks. 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 7 and FURIO 7HD Cargo New LCV BSVI range of trucks , 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 7 and FURIO 7HD Cargo New LCV BSVI range of trucks, payable by Customer to any third party as on the date of return of the truck.
- MTBD reserves the right not to take back the Mahindra FURIO 7 and/or FURIO 7HD Cargo New LCV BSVI range of trucks, 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 all applicable taxes and other necessary deductions.
- The claim amount shall be paid by an account payee cheque / RTGS and shall be issued in the name of 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 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 or intimation to 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 to be calculated at the rate of 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 7 and FURIO 7HD Cargo New LCV BSVI range of 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 2000 Mahindra FURIO 7 and FURIO 7HD Cargo New LCV BSVI range of trucks sold from 15th September 2021. 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 to process the claim if emails containing necessary information are not sent on contactmtb@mahindra.com by Customer to MTBD, as part of the validation process or if emails are not received, or received late by MTBD.
- 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 without any permission of or intimation to the Customer.
- 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 or write to Vice President – Marketing, Mahindra and Mahindra Ltd., Truck and Bus Division, Mahindra Tower, 5th Floor, Wing 4, Plot No A/1, Chakan Industrial Area, Phase IV, Post – Nighoje, Chakan, Tal Khed, Dist Pune. Maharashtra. Pin 410 501 up to seven (7) days prior to the date of end 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 period as stipulated by MTBD for providing response.
- All data received by the Customer pertaining to the Claim shall be held in confidence by the Customer.
- This Guarantee offer and / or claim against it, cannot be clubbed / exchanged with any other offer of MTBD

- If Applicants 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

Mahindra and Mahindra Ltd., Truck and Bus Division
Mahindra Tower, 5th Floor, Wing 4.
Plot No A/1, Chakan Industrial Area.
Phase IV, Post – Nighoje, Chakan, Tal Khed,
Dist Pune. Maharashtra. Pin 410 501.
Tel.: 02135-642000

- If at any time, MTBD is unable to reach the Participant, and makes three consecutive unsuccessful attempts, the Claim of such Participant will be disqualified. The same would apply for information requests made to any Participant, who does not respond within two weeks or such other time stipulated for response.
- All personal data received by MTBD will be held in confidence by MTBD and shall be subject to Mahindra Privacy Policy (available on: <https://www.mahindratruckandbus.com/privacy-policy.aspx>).

The participants acknowledge and agree that participation to avail the Guarantee does not provide any indemnity, warranty or guaranty (except as provided under the T&Cs) in any manner whatsoever and MTBD shall have no liability (and there shall be no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against any of them giving rise to any liability) for replacement or repair thereof or other damages of any nature (including third party claims) arising out of and/or under the Claim and/or Guarantee. The participants acknowledge and agree that no provision of these T&Cs or any other contract or agreement between the participant and MTBD shall be interpreted to obligate MTBD to indemnify, defend and/or hold harmless the participant or any other party in any manner whatsoever in connection with the Claim and/or Guarantee.

(B) Mahindra FURIO 7 and FURIO 7 HD Cargo New LCV BS6 Resale Value Guarantee ('The Scheme')

Terms & Conditions

The Claim:

Mahindra Truck and Bus Division ('MTBD'), a division of Mahindra & Mahindra Ltd has released a scheme that, it guarantees the resale value of its vehicles Mahindra FURIO 7 and FURIO 7HD Cargo New LCV BSVI range of trucks post 5 years as per the defined process herein.

Terms and Conditions for availing the Mahindra FURIO 7 and FURIO 7HD Cargo New LCV BS6 Resale Value Guarantee (the 'Guarantee'):

MTBD has released a scheme that it guarantees the resale value of its vehicles Mahindra FURIO 7 and FURIO 7 HD Cargo New LCV BS6 range of trucks post 5 years ('Resale Value' or 'Guarantee'). For this purpose, the customer must enroll into the Resale Value Guarantee Scheme by signing the Terms and Conditions in person during purchase of the vehicles at authorized dealership of MTBD. The customer has

to comply with all Terms and Conditions in toto without any deviation to be qualified for resale value guarantee scheme at the end of 5 years tenure of the vehicle.

Customer, who have made a valid purchase of Mahindra FURIO 7 and FURIO 7HD Cargo New LCV BS6 vehicle as per the Terms and Conditions defined herein ("Customer"), will qualify for the Scheme during the defined period.

If the customer's meets all pre-defined and signed terms and conditions, then MTBD proposes to guarantee the resale value of the Mahindra FURIO 7 and FURIO 7HD Cargo New LCV BSVI range of trucks to the extent of 40% of the original invoice value subject to the defined terms and conditions below, to the Customer.

Criteria:

Scheme Eligibility Criteria –

- Vehicle to be fitted with Mahindra IMAXX for the entire period of use of vehicle with uptime of device to be ensured > 95%.
- Vehicle has to be under Platinum AMC for all 5 years with no block event.
- Buyback offer will be null & void if during vehicle inspections or normal services is found to be abused , loaded beyond defined norm
- All Services has to be done at authorized workshops of Mahindra network.
- Genuine spare to be used throughout the service life of the vehicle.
- Non-accidental vehicles only be qualified.
- First ownership vehicle will be considered only.
- No major modification on the vehicle or body building to be done which is not in-line with company norms (Like no welding on chassis frame, no body with side width or Rear Overhang - ROH beyond the CMVR norms)
- NOC from the financier – No dues certificate required
- All documents and papers required to be furnished
- Max Kms running of 2.5 lacs will be considered for 5 years , beyond 2.5 lacs , buy back will be done @ 30% for 2.5L to 3L Kms and 20% for 3L+ kms.
- Vehicle should be in good running condition with at-least 50% residual tire life
- Aggregate check list to be minimum rated as fair or yellow rating (as per the dealer check list on driveline & body conditions)
- Vehicle insurance & other legal documentation has to be cleared. All documents should be valid for atleast next 3 months at the time of buy back of vehicle.
- Terms & conditions to signed in physical by the owner.
- Agreement to be signed between Customer and dealer only. MTBD will not enter into any agreement.
- Dealer to mandatorily obtain enrollment with MTB for each vehicle.
- No special application vehicle will qualify for scheme e.g. Jetting machine, Tanker, Garbage Tipper etc
- The resale value benefit (40% of the original invoice value of the vehicle) will be passed as only as upfront discount against the new MTBD vehicle purchased by the customer against exchange of existing MTBD vehicle enrolled under the resale value guarantee scheme

- The new vehicle being purchased should be in the same name as the exchange vehicle and will qualify for no other scheme running at that time i.e needs to be purchased at MRP.
- The Scheme is open to any Indian Adult citizen, currently residing in India, who has purchased Mahindra FURIO 7 and FURIO 7HD Cargo New LCV BSVI range of trucks (first owner only) along with the 5 years comprehensive Annual Maintenance Contract.
- 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 Scheme invalid.
- A Customer shall be entitled to avail the Scheme only once, for each Mahindra FURIO 7 and FURIO 7HD Cargo New LCV BSVI range of trucks owned. Multiple claims for the same vehicle shall not be valid.
- Any Customer who avails the scheme does so of his or her own free will and that this scheme shall be governed only by the T&C's mentioned in this scheme and therefore Customer agrees to the same at the time of participation.

Scheme process –

The following clauses define the process of availing the scheme, which must be followed by the Customer. Any deviation from the defined process shall render the Scheme invalid.

- The Customer must read, understand and agree to accept all the Terms and Conditions of participation, prior to availing the scheme against Guarantee and even otherwise, once the Guarantee Scheme is submitted, no dispute can be raised later, on the Terms and Conditions and the process adopted.
- Customer expresses interest to enroll the vehicle under resale value guarantee scheme
- Dealer explains the detailed terms and condition and gets an T&C copy signed by the customer as an agreement and acceptance of clauses.
- The vehicles need to be enrolled under AMC at the time of purchase
- The vehicle needs to be identified separately in DMS and under AMC as "resale value guarantee vehicle" for identification and quick reference
- Post retail and till the end of scheme tenure the dealer needs to keep customer informed in writing for any violation of agreed T&C
- During exchange of vehicles post 5 years dealer needs to have a detailed check up of the vehicle done at workshop premises.
- The custody of the vehicle needs to be taken by dealer post inspection if it meets all defined criteria for resale value guarantee T&C
- The dealer needs to propose the resale value of the vehicle as per eligibility under scheme and get it signed from MTBD M-Trust officer

- The dealer needs to get a market quote for exchange vehicle within 7 days of the submission of vehicle by customer
- The correctness and value of the quote needs to be signed off from MTBD M-Trust officer
- The dealer will need to raise a claim for the difference between the promised resale value as per scheme and market quote (both signed and approved by MTBD M Trust Officer)
- MTBD will reimburse the claim value to the dealer against billing of the fresh vehicle for customer (DAR)
- In case the vehicle is already in dealer stock MTBD will pass the amount against the subsequent vehicle being billed by the dealership (DAR)
- The amount can be adjusted against any vehicle billing to the dealer in the same month as the claim submission to MTBD
- In case dealer is unable to source a quote for the exchange vehicles within 7 days. MTBD will pass claim as per the market value confirmed by MTBD M Trust officer and close the claim
- MTBD will not have any liability for any vehicle resale value devaluation owing to ageing in dealer stock beyond 7 days. No claim can be raised by dealer on MTBD if there is a non-adherence to defined process
- The participation in the Scheme shall be availed only through an authorized MTBD dealer only. Any other mode of submission of Claim for scheme shall be deemed to be invalid. Any incomplete or incorrect or unclear information / documents / photographs shall render the Claim invalid.
- The Scheme Claim along with the required mandatory vehicle documents / copies / photographs of the vehicle / number plate must be submitted with the dealer within the period of the Scheme as detailed below. MTBD or its authorized dealer will not entertain any Claim received through any other mode / medium.
- All the documents submitted in the Scheme shall be required to be produced in original by the Customer, and only upon verification of their authenticity, the Scheme shall be considered as valid and the Customer will be allowed to avail the offer further.
- MTBD or its authorized dealer shall not be responsible for loss or non-receipt of Scheme, or delayed receipt of Scheme Claim, or any other reasons.
- The payment of scheme guarantee amount shall be subject to deduction of applicable taxes.
- Scheme Claim evaluation/validation process –
- All Scheme claims against Guarantees received will follow a defined process, as detailed, 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 whatsoever.

Other terms and conditions:

- MTBD reserves the right to close the Scheme and / or modify / alter the terms and conditions of the Scheme at its discretion, any time during the period of the Scheme, without any prior notice. However, the Guarantee offered on Mahindra FURIO 7 and FURIO 7HD Cargo New LCV BSVI range of 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 2000 Mahindra FURIO New LCV BSVI range of trucks sold from 15th September 2021 onwards.
- The Guarantee is only applicable within the national boundaries of India.
- The decision of MTBD management on all other matters regarding the Scheme Claims shall be final and binding on the Customers.
- Participating in the Scheme 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 Scheme 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 the scheme documents, 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 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 or write to Vice President – Marketing, Mahindra and Mahindra Ltd., Truck and Bus Division, Mahindra Tower, 5th Floor, Wing 4, Plot No A/1, Chakan Industrial Area, Phase IV, Post – Nighoje, Chakan, Tal Khed, Dist Pune, Maharashtra Pin 410 501, 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.

- The participants acknowledge and agree that participation to avail the Guarantee does not provide any indemnity, warranty or guaranty (except as provided under the T&Cs) in any manner whatsoever and MTBD shall have no liability (and there shall be no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against any of them giving rise to any liability) for replacement or repair thereof or other damages of any nature (including third party claims) arising out of and/or under the Claim and/or Guarantee. The participants acknowledge and agree that no provision of these T&Cs or any other contract or agreement between the participant and MTBD shall be interpreted to obligate MTBD to indemnify, defend and/or hold harmless the participant or any other party in any manner whatsoever in connection with the Claim and/or Guarantee.
