



## Mahindra USA, Inc. Limited Warranty Policy



## **Mahindra USA, Inc. Limited Warranty for New Mahindra Products**

- A. **General Provisions** – The warranties described below are provided by Mahindra USA, Inc. (“Mahindra”) to the original purchasers of new Mahindra tractors and associated products from Mahindra or Mahindra authorized dealers. Under these warranties Mahindra will, through its authorized dealers, repair or replace any Genuine Mahindra parts which are found to be defective in material or workmanship. The defect must occur during normal use of the product and within the length of warranty coverage. Repairs must be completed using ONLY Genuine Mahindra parts or parts that have been approved by Mahindra in writing. Warranty service will be provided to the customer free of charge for parts and labor. The purchaser will be responsible, however, for any service call and/or transportation of product to and from the dealer’s place of business, for any premiums charged for overtime labor requested by the purchaser, and for any service and/or maintenance not directly related to any defect covered under the warranties below. These warranties are transferrable, provided that the purchaser notifies an authorized Mahindra dealer of the intent to transfer, and the transfer of warranties is approved by Mahindra.
- B. **Right to Inspect** – Mahindra and its authorized agents reserve the right to inspect the purchaser’s Mahindra product to determine if a defect in material or workmanship exists prior to the commencement of any covered repairs. It is the purchaser’s responsibility to ensure availability and/or delivery of the product to an authorized Mahindra agent for the purpose of inspection.
- C. **What is Not Warranted – Mahindra is Not Responsible for the Following:**
- a. Used Products
  - b. Any product that has been used, altered or modified in ways not approved/ recommended by Mahindra
  - c. Normal maintenance parts and service including but not limited to:
    - i. Tune-ups
    - ii. Fuel Injection System cleaning
    - iii. Wheel, brake, and clutch adjustments
    - iv. Brake linings & consequential wear of mating parts

- v. Clutch lining and consequential wear of clutch cover assembly
  - vi. Fuses, light bulbs
  - vii. Rubber/glass/plastic products
  - viii. Belts, hoses
  - ix. Filters (air, fuel, oil)
  - x. Window / door glass, mirrors
  - xi. Lubricants and coolants (unless used during an authorized warranty repair)
  - xii. Cutting blades
  - xiii. Bucket teeth
- d.** Damage or failures resulting from:
- i. Accidents (collision or otherwise)
  - ii. Environment
  - iii. Acts of nature
  - iv. Contamination to the fuel system
  - v. Use of unapproved implements or attachments including but not limited to:
    - A. Non-Mahindra loaders
    - B. Belly mowers
    - C. 3 point mounted backhoes
  - vi. Misapplication, overloading
  - vii. Abusive operation
  - viii. Improper or incomplete maintenance
  - ix. Storage without necessary precautions as per Operator Manual
  - x. Loose or missing bolts of loader, backhoe and other attachments

- e. Service Calls (customer responsibility)
- f. Travel time or mileage (customer responsibility)
- g. Transportation of equipment to dealer from customer's home or other location (customer's responsibility)
- h. Pick up or delivery of the equipment
- i. Overtime labor charges
- k. Standby and/or rental tractor charges
- l. Transit shortages and/or damages
- m. Non-defective items replaced due to customer request

**D. Securing Warranty Service** – To secure warranty service, the purchaser must:

- a. Report the product defect to an authorized Mahindra dealer and request repair within the applicable warranty term. It is recommended that for warranty repairs, the purchaser should take the equipment to the dealer from which it was purchased
- b. Present evidence, if required, of warranty coverage start date (original purchase date)
- c. Make the product available to the authorized Mahindra dealer within a reasonable period of time

**E. Limitations of Implied Warranties and Other Remedies** – To the extent permitted by law, neither Mahindra nor any company affiliated with it, makes any warranties, representations, or promises as to the quality, performance, or freedom from defect of the Mahindra tractor or associated products covered by this warranty other than those set forth in this document. To the extent permitted by law, implied warranties of merchantability and fitness for a particular purpose, to the extent applicable, are limited to the applicable terms of warranty set forth in this document. The purchaser's only remedies in connection with the breach or performance of any warranty on the Mahindra tractor or associated product are those set forth in this document. In no event will the dealer, Mahindra, or any company affiliated with Mahindra, be liable for any incidental, consequential, economic, direct, indirect, general, or special damages arising out of any express or implied breach of warranty. Mahindra does not authorize any person or entity to create for Mahindra any obligation or liability other than those provided in this document.

**Note:** Some states do not allow limitations on incidental or consequential damages so that above limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**F. Purchaser Responsibilities** – It is the sole responsibility of the purchaser to maintain the equipment in accordance with the instructions provided in the Operator’s Manual. Mahindra recommends that you keep records and receipts; as you may be asked to prove that the maintenance instructions have been followed. In addition to the proceeding, the purchaser must:

- a. Keep all safety equipment installed and in working condition
- b. Replace any safety decals or signage that may become damaged or illegible
- c. Operate the equipment in a safe manner, and only for the purpose for which it was designed
- d. Upon discovery of a defect in materials or workmanship, the operator must take all appropriate precautions, including but not limited to cease of operation if indicated, to protect the equipment from further damage or damage resulting from such defect, until repairs are made. **DAMAGE OCCURING FROM INAPPROPRIATELY CONTINUED OPERATION OR NEGLIGENT OPERATION MAY NOT BE COVERED BY THIS WARRANTY.**

**G. Transferability** – If the purchaser at any time within the allotted warranty period decides to sell their Mahindra product, any remaining warranty coverage may be transferred to the new purchaser. Contact your Mahindra dealer for details.

**H. Important Notes** –

- a. If upon inspection by a certified Mahindra service center reveals that the failure is not a result of a defect in material or workmanship, the purchaser will be responsible for all costs of exploratory dismantling and diagnosis.
- b. If any warranty claim made by the purchaser is found to be fraudulent in any respect, the terms and applicability of this warranty may be voided at the sole discretion of Mahindra.
- c. Any dispute arising between Mahindra and the purchaser concerning the liability of the Mahindra product under this warranty shall be subject to the laws of the State of Texas.
- d. Warranty coverage in the 4th and 5th year of power train coverage is limited to the published MSRP for that specific model version of equipment at the time of purchase.

**I. Length of Warranty Coverage** - Mahindra tractors and associated products has various warranty periods, all of which begin on the retail date or date of first use, whichever is earlier. Mahindra tractors are limited in warranty by a specified length of time in years as well as a specified amount of operating hours (hour meter reading), whichever comes first. Coverage of attachments and other Mahindra Equipment is limited based on a specified amount of time in years.

All tractor models have two levels of Warranty Coverage, as explained below:

- a. All Aggregates – This covers all parts of Mahindra Tractors with the exception to those parts mentioned in “Paragraph C – What is not warranted”.
- b. Power train –
  - i. Transmission and Axles - This covers clutch housing, CRPTO/Independent PTO housing, transmission case, differential housing, final drive housing, drive axles, front axle case, front gear case, and all parts contained therein (does not include external drivelines, cables, linkages, dry clutch parts and associated external gaskets, seals, steering and hydraulic parts like steering cylinders, power steering unit, etc.)
  - ii. Engine – This covers crankcase, crankcase pan, cylinder head, rocker arm cover, timing gear cover, and all parts contained therein; does not include external engine components like fuel, electrical, cooling, intake, or exhaust components and associated seals, gaskets and “O” rings.

<b>Length of Warranty Coverage for Mahindra Equipment– Effective January 2014</b>		
Coverage is determined from Date of Delivery to the customer by months or hours, whichever comes first.		
<b>Tractors</b>		
<b>Series</b>	<b>All Aggregates</b>	<b>Power Train</b>
<b>Residential Use Only</b>		
All Series Except ES 25 & 2525	24 Months or 2000 Hours	60 Months or 3000 Hours
ES 25 & 2525 Series	12 Months or 1000 Hours	24 Months or 1500 Hours
<b>All Other Use</b>		
15 , 16 , 1500 & Max Series	12 Months or 1500 Hours	24 Months or 1500 Hours
ES 25 & 2525 Series	non-residential use not covered under warranty	non-residential use not covered under warranty
All other Series	24 Months or 2000 Hours	36 Months or 3000 Hours
<b>Attachments</b>		
<b>Product</b>	<b>All Aggregates</b>	<b>Frame</b>
Loaders/Backhoes	12 Months	24 Months
Mower/Other Attachments	12 Months	12 Months
<b>Others</b>		
Tire and wheels*	12 Months	
Battery#	12 Months	

\*- Tires branded Titan or Carlisle covered by applicable manufacturer’s warranty.

# - Discharged or sulphated batteries are not covered.

Attachments which are not branded Mahindra are covered by applicable manufacturer’s warranty

**J. Definition of Residential Use:**

**Residential Use** – Mahindra tractors and associated products that are purchased and used for personal, consumer type of homeowner usage only and never to generate any profit or in any commercial setting.

Designated units have an emissions warranty on certain components. For details on this coverage, please refer to section Mahindra Emissions Control Warranty Policy.

**K. Length of Warranty Coverage for Service Parts** – Mahindra Service parts (other than Engine) are warranted for 30 days from Date of Purchase. Mahindra Service Parts installed by an authorized Mahindra dealer on equipment which is covered by a Mahindra Limited Warranty, are covered for 30 days or the remainder of the equipment warranty, whichever is longer. Mahindra Engines are warranted for 90 days from Date of Purchase. Mahindra Engines installed by an authorized Mahindra dealer on equipment which is covered by a Mahindra Limited Warranty, are covered for 90 days or the remainder of the equipment warranty, whichever is longer.

**L. Right to Make Changes** - Mahindra reserves the right to change policy and/or make changes in design or introduce any improvement or add any part on Products at any time without incurring any obligation to install same on products previously ordered, sold or shipped.

## **Mahindra Emissions Control Warranty Policy**

### **FEDERAL & CALIFORNIA EMISSION CONTROL SYSTEMS**

#### **LIMITED WARRANTY for NON-ROAD ENGINES (CI)**

The U.S. Environmental Protection Agency (EPA), the California Air Resources Board (CARB), and MAHINDRA USA, Inc. suppliers - Mahindra & Mahindra LTD, Mitsubishi Heavy Industries LTD, and Daedong-USA INC. herein after "MUSA", are pleased to explain the Federal and California Emission Control System Warranty on your non-road engine. In California, new 2014 model year heavy duty off-road engines must be designed, built and equipped to meet California's stringent anti-smog standards adopted by the Air Resources Board pursuant to its authority in Chapter 1 and 2, Part 5, Division 26 of the California Health and Safety Code. In other states of the U.S.A., new non-road engines subject to the provisions of 40 CFR 1039 subpart A must be designed, built and equipped, at the time of sale, to meet the U.S. EPA regulations for non-road engines.

MUSA must warrant the emission control system on your Compression Ignition engine for the period of time listed below provided there has been no abuse, vandalism, neglect, improper maintenance or unapproved modifications to your engine. This emission warranty is applicable in all states of the U.S.A., its provinces and territories regardless of whether an individual state, province, or territory has enacted warranty provisions that differ from the Federal warranty provisions.

Your emission control system may include parts such as the fuel injection system and the air induction system. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, MUSA will repair your engine at no cost to you, including diagnosis (if the diagnostic work is performed at an authorized dealer), parts and labor.

#### **EMISSION DESIGN AND DEFECT WARRANTY COVERAGE**

The emissions warranty period for the engine begins on the original date of sale to the initial purchaser and continues for each subsequent purchaser for the period mentioned below.

The emissions warranty period for all engines rated under 19kW (25 HP) is 1500 hours of operation or two (2) years of use, whichever first occurs.

The emissions warranty period for constant speed engines rated under 37kW (50Hp) with rated speeds greater than or equal to 3000 rpm is 1500 hours of operation or two (2) years of use, whichever first occurs.



The emissions warranty period for all other engines not already listed is 3000 hours of operation or five (5) years of use, whichever first occurs.

If any emission related part on your engine is defective, the part will be repaired or replaced by MUSA free of charge.

#### **OWNER'S WARRANTY RESPONSIBILITIES**

- a) As the engine owner, you are responsible for the performance of the required maintenance listed in your Product operator's manual. MUSA recommends that you retain all receipts covering maintenance on your engine, but MUSA cannot deny a warranty claim solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.
- b) As the engine owner, you should be aware, however, that MUSA may deny your warranty coverage if your engine or a part has failed due to abuse, vandalism, neglect, improper maintenance or unapproved modifications.
- c) Your engine is designed to operate on Ultra Low Sulfur Diesel Fuel only. Use of any other fuel may result in your engine no longer operating in compliance with Federal or California's emissions requirements.
- d) You are responsible for presenting your engine to the nearest dealer or service station authorized by MUSA, when a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.
- e) If you have any questions regarding your warranty rights and responsibilities or the location of the nearest authorized dealer or distributor, you should contact:

MAHINDRA USA Inc., Warranty Department at 1-877-449-7771, [warrantysupport@mahindrausa.com](mailto:warrantysupport@mahindrausa.com)

#### **COVERAGE**

MUSA warrants to the initial purchaser and each subsequent purchaser that your engine will be designed, built and equipped, at the time of sale, to meet all applicable regulations. MUSA also warrants to the initial purchaser and each subsequent purchaser that your engine shall be free from defects in materials and workmanship which cause the engine to fail to conform to applicable regulations for the period mentioned above from the original date of sale.

MUSA shall remedy warranty defects at any authorized MUSA engine dealer or warranty station. Any authorized work done at an authorized dealer or warranty station shall be free of charge to the owner if such work determines that a warranted part is defective. Any MUSA approved or equivalent replacement part (including any MUSA approved aftermarket part) may be used for any warranty maintenance or repairs on emission related parts, and must be provided free of charge to the owner if the part is still under warranty.

MUSA is liable for damages to other engine components caused by the failure of a warranted part still under warranty. The use of replacement parts not equivalent to the original parts may impair the effectiveness of your engine emission control system. If such a replacement part is used in the repair or

maintenance of your engine and MUSA determines it is defective or causes a failure of a warranted part, your claim for repair of your engine may be denied.

Listed below are the parts covered by the Federal and California Emission Control Systems Warranty. Some parts listed below may require scheduled maintenance and are warranted up to the first scheduled replacement point for that part. The warranted parts are (if applicable):

- 1) Air-Induction System
  - a) Intake Manifold
  - b) Turbocharger System
  - c) Charge Air Cooling System (Intercooler)
- 2) Catalyst or Thermal Reactor System
  - a) Catalytic converter
  - b) Exhaust manifold
- 3) Fuel Injection System
  - a) Fuel Supply Pump
  - b) Injector
  - c) Injection Pipe
  - d) Common Rail
  - e) Smoke Puff Limiter
  - f) Speed Timer
  - g) Cold Advance Timer
  - h) Injection Pump
- 4) Electronic Control System
  - a) ECU
  - b) Engine Speed / Timing Sensor
  - c) Accelerator Position Sensor
  - d) Coolant Temperature Sensor

- e) Atmospheric Pressure Sensor
  - f) Intake Pressure Sensor
  - g) Intake Manifold Temperature Sensor
  - h) Intake Air Flow Sensor
  - i) Common Rail Pressure Sensor
- 5) Exhaust Gas Recirculation System
- a) EGR Valve
  - b) EGR Cooler
  - c) EGR Valve Opening Rate Sensor
- 6) Particulate Controls
- a) Any device used to capture particulate emissions.
  - b) Any device used in the regeneration of the particulate control device.
  - c) Control Device Enclosures and Manifolds
  - d) Diesel Particulate Filter Temperature Sensor
  - e) Differential Pressure Sensor
- 7) Miscellaneous Items
- a) Closed Breather System
  - b) Hoses\*, Clamps\*, Fittings, Tubing\*
  - c) Gaskets, Seals
  - d) MUSA supplied engine Wiring Harnesses
  - e) MUSA supplied engine Elec. Connectors
  - f) Air Cleaner Element\*, Fuel Filter Element\*
  - g) Emission Control Information Labels

\*Warranty period is equivalent to manufacturer's recommended first replacement interval as stated in the applicable models operator's manual and/or service manual.

## **MAINTENANCE REQUIREMENTS**

The owner is responsible for the performance of the required maintenance as defined by manufacturer in the operator's manual.

## **LIMITATIONS**

This Emission Control System Warranty shall not cover any of the following;

- a. Repair or replacement required because of misuse or neglect, improper maintenance, repairs improperly performed or replacements not conforming to MUSA specifications that adversely affect performance and/or durability, and alteration or modifications not recommended or approved in writing by MUSA.
- b. Replacement of parts and other services and adjustments necessary for required maintenance at and after the first scheduled replacement point.