



Mahindra USA, Inc. Limited Warranty Policy For Tractors

Effective January, 2017



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 purchasers of new Mahindra branded tractors, Loaders, Backhoes and Mowers (“Equipment”). 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 and intended use of the product and within the length of warranty coverage. Repairs must be completed using only Mahindra approved or equivalent parts. 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 the Equipment 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.
- 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. Any product that has been used, altered or modified in ways not approved/ recommended by Mahindra
 - b. 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
 - c. Damage or failures resulting from:
 - i. Accidents (collision or otherwise)
 - ii. Environment
 - iii. Acts of nature
 - iv. Contamination of 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's Manual
- x. Loose or missing bolts of loader, backhoe and other attachments
- d. Service Calls (customer responsibility)
- e. Travel time or mileage (customer responsibility)
- f. Transportation of equipment to dealer from customer's home or other location (customer's responsibility)
- g. Pick up or delivery of the equipment
- h. Overtime labor charges
- i. Standby and/or rental Equipment charges
- k. Transit shortages and/or damages
- l. Non-defective items replaced due to customer request
- m. Consequential or incidental losses

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 Equipment 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 Equipment or associated products covered by this warranty other than those set forth in this document or in the separate and distinct Emission Control System Warranty as required by the US Environmental Protection Agency (EPA) exclusively for emission-related components. 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 Equipment 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 OCCURRING 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 Equipment, any remaining warranty coverage may be transferred to the new purchaser. Contact your Mahindra dealer for details.

H. Important Notes –

- a. If 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 Equipment under this warranty shall be subject to the laws of the State of Texas.
- d. Warranty coverage in the 4th and later years 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 Equipment and associated products has various warranty periods, all of which begin on the retail date or first Date of Delivery to an ultimate purchaser. Mahindra Equipment is 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 Equipment models have two levels of Warranty Coverage, as explained below:

- a. All Aggregates – This covers all parts of Mahindra Equipment 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, 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.

A. Mahindra Equipment

Length of Warranty Coverage – Effective January 2017		
Coverage is determined from Date of Delivery to the customer by months or hours, whichever comes first.		
Tractors		
Series	All Aggregates	Power Train
Governmental and Non-Institutional Use Only		
eMax, Max, 1500, 2500, 3500, 4500 series	24 Months or 2000 Hours*	84 Months or 3000 Hours* effective retail date July 1, 2016 and later
		60 Months or 3000 Hours* Prior to July 1, 2016 date of retail or first use
All other series	24 Months or 2000 Hours*	60 Months or 3000 Hours*
All Other Use		
15, 16, 1500 & Max series	12 Months or 1500 Hours*	24 Months or 1500 Hours*
All other series	24 Months or 2000 Hours*	36 Months or 3000 Hours*
Tractor Implements		
Product	All Components	Frame
Loaders/Backhoes/Hay Tools	12 Months	24 Months
Mowers, 3-Point, other Attachments	12 Months	12 Months

*whichever comes first

Definition of Non-Institutional Use:

Mahindra Equipment and associated products that is purchased and exclusively used for personal, consumer type of homeowner usage, non-institutional farming or other small business use which does not include demolition, paving, bulldozing, mining, quarry operations, commercial construction, gravel yard or commercial forestry operations.

B. Other Equipment

Product	Warranty Period**
Tires & Wheels	12 Months
Tractor Implements	12 Months
Battery***	12 Months

** - Warranty Period begins from first Date of Delivery to an ultimate purchaser

*** - Discharged or sulphated batteries are not covered.

K. Length of Warranty Coverage for Service Parts – Mahindra Service parts engines are warranted for 90 days from Date of Purchase. Mahindra Service Parts and 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 Equipment at any time without incurring any obligation to install same on products previously ordered, sold or shipped.

M. Emission Related Warranties. The Mahindra Emissions Control Warranty offers different coverage than this Mahindra USA, Inc. Limited Warranty for New Mahindra Products. This Mahindra USA, Inc. Limited Warranty for New Mahindra Products is separate and distinct from the Mahindra Emissions Control Warranty Policy and does not limit, restrict or replace such coverage.

Mahindra Emissions Control Warranty Policy

CALIFORNIA AND FEDERAL EMISSION CONTROL WARRANTY STATEMENT

YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board, U.S. Environmental Protection Agency (“EPA”) and MAHINDRA USA, Inc. are pleased to explain the emission control system warranty on your MY2015-2017 engine. In California (“the State”) and US EPA regulated applications, new heavy-duty off-road engines must be designed, built and equipped to meet the State's and U.S EPA’s stringent anti-smog standards. MAHINDRA USA, Inc. must warrant the emission control system on your engine for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your engine. 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, MAHINDRA USA, Inc. will repair your heavy-duty off-road engine at no cost to you including diagnosis, parts and labor. If 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.

MANUFACTURER'S WARRANTY COVERAGE:

The MY2015-2017 and later heavy-duty off-road engines are warranted for the periods listed below. If any emission-related part on your engine is defective, the part will be repaired or replaced by MAHINDRA USA, Inc.

All Compression Ignition Engines	
Engine Power	Age or Use
kW < 19 (hp < 25)	2 years or 1,500 hours
kW ≥ 19 (hp ≥ 25)	5 years or 3,000 hours

OWNER'S WARRANTY RESPONSIBILITIES:

- As the off-road engine owner, you are responsible for the performance of the required maintenance listed in your owner's manual. MAHINDRA USA, Inc. recommends that you retain all receipts covering maintenance on your off-road engine, but MAHINDRA USA, Inc. cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.
- As the off-road engine owner, you should however be aware that MAHINDRA USA, Inc. may deny you warranty coverage if your off-road engine or a part has failed due to misuse, abuse, vandalism, neglect, improper, accident, submersion, improper maintenance or unapproved modifications.
- 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 California's emissions requirements.
- You are responsible for initiating the warranty process. You must present your off-road engine to a MAHINDRA USA, Inc. dealer as soon as a problem exists. The warranty repairs should be completed by the dealer as expeditiously as possible, not to exceed 30 days.
- You may choose any qualified repair shop or person to maintain, replace, or repair emission control devices and systems with original or equivalent replacement parts. However, warranty, recall and all other services paid for by MAHINDRA USA, Inc. must be performed at an authorized MAHINDRA USA, Inc. service center.

If you have any questions regarding your warranty rights and responsibilities, you should contact MAHINDRA USA, Inc. toll free at (866)856-8099 or email: warrantysupport@mahindrausa.com (U.S.A. and Canada).

COVERAGE

Parts/components that are scheduled to be replaced as part of the required maintenance schedule will be covered under the warranty provisions for a period of time up to the first scheduled replacement point for the subject parts/ components. Subsequent damage to other engine components as a direct result of a warrantable failure of an exhaust emission control system part / component will be covered under the warranty provisions described herein.

MAHINDRA USA, Inc. will repair or replace emission control system parts, components and sub-assemblies found to be defective with respect to materials or workmanship at no cost to you including engine exhaust system related diagnosis, labor and parts. The choice and responsibility of the decision to repair or replace an emission control system defect will be solely that of MAHINDRA USA, Inc. Emission control system parts/ components covered by the Federal and California Emission Control Systems Limited Warranty are listed below (if equipped):

- 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 (Common Rail System)
 - 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) Differential Pressure Sensor
- 7) Advanced Oxides of Nitrogen (NOx) Controls
 - a) Selective Catalytic Reduction (SCR) Catalyst
 - b) Reductant (urea) Containers
 - c) Dispensing Systems
 - d) NOx Sensor
 - e) SCR Temperature Sensor
 - f) Any Sensor for Diesel Exhaust Fluid
- 8) Miscellaneous Items
 - a) Closed Breather System
 - b) Hoses, Clamps, Fittings, Tubing; (whose failure affects exhaust emissions)
 - c) Gaskets, Seals
 - d) Mahindra supplied engine Wiring Harnesses
 - e) Mahindra supplied engine Elec. Connectors
 - f) Air Cleaner Element*, Fuel Filter Element*
 - g) Emission Control Information Labels

* until the first scheduled replacement point.