



Mahindra USA, Inc. Limited Warranty Policy

Effective January, 2015



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, Utility Vehicles, 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 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 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, 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. 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. 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 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 Equipment and associated products has various warranty periods, all of which begin on the retail date or date of first use, whichever is earlier. 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 2015		
<i>Coverage is determined from Date of Delivery to the customer by months or hours, whichever comes first.</i>		
Tractors		
Series	All Aggregates	Power Train
Non-Institutional Use Only		
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*
All Other Use		
15 , 16 , 1500 & Max Series	12 Months or 1500 Hours*	24 Months or 1500 Hours*
ES 25 & 2525 Series	non-institutional use not covered under warranty	non-institutional use not covered under warranty
All other Series	24 Months or 2000 Hours*	36 Months or 3000 Hours*
Attachments		
Product	All Aggregates	Frame
Loaders/Backhoes	12 Months	24 Months
Mower/Other Attachments	12 Months	12 Months
Utility Vehicles		
All	12 Months or 1000 Hours*	36 Months or 1500 Hours*

*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 or quarry operations.

B. Other Equipment

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

* - Warranty Period begins from Date of Delivery to the customer.

** - Discharged or sulphated batteries are not covered.

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 and Mahindra 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.

Mahindra Emissions Control Warranty Policy

CALIFORNIA AND FEDERAL EMISSIONS CONTROL 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 – including but not limited to Mahindra & Mahindra LTD, Mitsubishi Heavy Industries LTD, Daedong-USA INC., Intimidator Inc., herein after “MUSA”, are pleased to explain the Federal and California Emission Control System Warranty on your non-road engine. In California, new 2015 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., and the provinces and territories of Canada, 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 all other engines 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

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.

CALIFORNIA AND FEDERAL EXHAUST AND EVAPORATIVE EMISSIONS CONTROL WARRANTY STATEMENT FOR SMALL OFF-ROAD SI ENGINES

YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board, U.S. Environmental Protection Agency (“U.S. EPA”) and Mahindra USA, Inc. (“MUSA”), on behalf of Kohler Co, are pleased to explain the exhaust and evaporative emissions control systems warranty on your 2015 Small Off-Road Engine (“SORE”) and engine powered equipment as applicable. In California and the U.S.A., SORE and engine powered equipment must be designed, built and equipped to meet California and U.S. EPA stringent anti-smog standards. We must warrant the emissions control systems on your SORE and engine powered equipment for the period listed below provided there has been no abuse, neglect or improper maintenance of your SORE or engine powered equipment.

Your exhaust emission control systems may include parts such as fuel-injection systems, the ignition system, and catalytic converters. Also included may be an evaporative emission control system which may include tanks, fuel lines, fuel caps, valves, canisters, filters, vapor hoses, clamps, connectors, belts and other associated components.

MANUFACTURER’S WARRANTY COVERAGE:

The 1995 and later SORE and evaporative emission control system is warranted for three years. If any exhaust or evaporative emission-related part on your SORE or engine powered equipment is defective, the part will be repaired or replaced by MUSA.

OWNER’S WARRANTY RESPONSIBILITIES:

As the SORE or engine powered equipment owner, you are responsible for the performance of the required maintenance listed in your owner’s manual. It is recommended that you retain all receipts covering maintenance on your SORE or engine powered equipment, but MUSA cannot deny warranty solely for the lack of receipts. As the SORE or engine powered equipment owner, you should however be aware that MUSA may deny you warranty coverage if your SORE or engine powered equipment or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

GENERAL EMISSIONS WARRANTY COVERAGE

The warranty period begins on the date the engine or Equipment is delivered to an ultimate purchaser. MUSA warrants to the ultimate purchaser and each subsequent purchaser that the engine is: Designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board and U.S. EPA; and free from defects in materials and workmanship that cause the failure of a warranted part to be identical in all material respects to the part as described in the engine manufacturer’s application for certification.

The warranty on emissions-related parts is as follows:

- (1) Any warranted part that is not scheduled for replacement, as part of required maintenance in the owner’s manual supplied, is warranted for the warranty period stated above. If any such part fails during the period of warranty coverage, the part will be repaired or replaced by MUSA at no charge to the

owner. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period of the Equipment it is installed in or for 90 days, whichever is longer.

(2) Any warranted part that is scheduled only for regular inspection in the owner's manual supplied, is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period of the Equipment it is installed in or for 90 days, whichever is longer.

(3) Any warranted part that is scheduled for replacement as part of required maintenance in the owner's manual supplied, is warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part will be repaired or replaced by MUSA at no charge to the owner. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.

(4) Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts by the ultimate purchaser will be grounds for disallowing a warranty claim. The manufacturer will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified parts.

PARTS COVERED BY WARRANTY

Listed below are the parts (if equipped) 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.

- Oxygen sensor
- Intake manifold
- Exhaust manifold
- Catalytic muffler
- Thermal reactor muffler
- Fuel line, fuel line fittings and clamps
- Spark advance module
- Crankcase breather
- Air Injection System
 - Air pump or pulse valve assembly
 - Control/distribution valve
 - Distribution manifold
 - Air hoses
 - Vacuum lines
- Ignition module(s) with high tension lead
- Gaseous fuel regulator
- Electronic control unit
- Carburetor or fuel injection system
- Fuel metering valve
- Air filter, fuel filter, and spark plugs (only to first scheduled replacement point)
- Evaporative System
 - Canister
 - Canister filter
 - Vapor hose

- Orifice connector
- Fuel tank
- Fuel cap
- Primer bulb canister

Exclusions:

Mufflers on engines used commercially (non-residential) are warranted for one (1) year from date of purchase, except catalytic mufflers, which are warranted for two (2) years.

Limitations

This Emission Control Systems Warranty shall not cover any of the following:

- (a) Consequential damages such as loss of time, inconvenience, loss of use of the engine or equipment, etc.
- (b) Diagnosis and inspection fees that do not result in eligible warranty service being performed.