



Mahindra USA, Inc. Limited Warranty Policy
For Implements
Effective April 1, 2023



Mahindra USA, Inc. Limited Warranty for New Mahindra Implements

- A. **General Provisions** – The warranties described below are provided by Mahindra USA, Inc. (“Mahindra”) to the purchasers of new Mahindra branded implements (hereinafter “Mahindra Equipment” or “Equipment” or “product”). 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 in Mahindra Equipment. 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. Wheel, brake, and clutch adjustments
 - iii. Brake linings & consequential wear of mating parts
 - iv. Clutch lining and consequential wear of clutch cover assembly
 - v. Fuses
 - vi. Rubber/glass/plastic products
 - vii. Belts, hoses
 - viii. Filters (air, fuel, oil)
 - ix. Lubricants
 - x. Cutting blades
 - xi. 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:
 - 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 AT MAHINDRA'S SOLE DISCRETION.**

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 above – What is not warranted”.
- b. Gear Box – Limited Warranty coverage for the Gear box on some noted products is 5 years for Mahindra .

***Gearbox warranty limitations:**

i. Warranty is one (1) year for seals unless seals are damaged from debris wrapped around the input and or output shaft of the gearbox.

After one year, seals are considered to be wearing parts, and the replacement is the owner’s responsibility.

ii. Gearboxes that are subject to warranty may be replaced with new or rebuilt gearboxes at the discretion of (Mahindra).

iii. **Shearbolts must be approved Grade 2, 1/2” x 3” shearbolts.**

****NOTE: “properly maintained” specifically includes, but is not limited to:**

- a. Running gearboxes with the proper amount of correct lubricant.
- b. Adjusting slip clutches correctly to provide proper protection for gearbox components and Driveline.

Mahindra Equipment Covered by this Limited Warranty

Mat Group	All Aggregate	Additional
Auger	1 Year	
Blade	1 Year	
Box Scraper	1 Year	
Bucket	1 Year	
Rotary Cutter	1 Year	5 Year Gear Box
Finish Mower	1 Year	5 Year Gear Box
GRAPPLE	1 Year	
Harrow	1 Year	
Hitch	1 Year	
Leveler	1 Year	
Pallet Fork	1 Year	
Plow	1 Year	
Rake	1 Year	
Spears	1 Year	
Spreader	1 Year	
Tiller	1 Year	5 Year Gear Box
Other Implements	1 Year	

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

K. Length of Warranty Coverage for Service Parts – Mahindra Service parts are warranted for 90 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 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.