

MANUFACTURER'S WARRANTY

(Effective Oct 1, 2009)

This Manufacturer's Warranty ("Warranty") is issued to purchasers of Mahindra Products who are entitled to rely on the terms of this Warranty.

The Manufacturer's Warranty covers any defect in materials or workmanship in Mahindra Products from the earlier of (i) the date of first use by the purchaser or (ii) the date of original retail sale to the purchaser.

The following Mahindra Products distributed by Mahindra USA, Inc., are supplied with the following express warranty:

a) 5 year warranty on tractors retailed on or after Oct 1, 2009

Base Unit (Tractor) Warranty Terms		
Model	Warranty	Power Train Warranty
15, 16 Series *Residential Use Only	24 months or 1500 hrs (whichever occurs first)	5 years or 3000 hours (whichever occurs first)
15,16 Series **Any other Use	12 months or 1500 hrs (whichever occur first)	2 years or 1500 hours (whichever occur first)
All other Series	24 months or 2000 hrs (whichever occurs first)	5 years or 3000 hours (whichever occurs first) For 35 Series **Any other Use** - 3 years or 3000 hours (whichever occur first)
ES25, 2525 **Only available for Residential Use **	12 months or 1000 hrs (whichever occur first)	2 years or 1500 hours (whichever occur first)

b) Extended warranty coverage available for purchase on tractors retailed between Oct 1, 2008 to Sept 30, 2009 (Limited offer till Dec 31, 2009)

Optional Coverage – Base Unit (Tractor) Warranty Terms		
Model	Warranty	Power Train Warranty
15, 16 Series *Residential Use Only	12 months or 1500 hrs (whichever occurs first)	5 years or 3000 hours (whichever occurs first)
All other Series	12 months or 1000 hrs (whichever occurs first)	5 years or 3000 hours (whichever occurs first) 35 Series **Residential Use Only**
ES 25,2525	Not Available	Not Available

c) 5 year warranty coverage not available for tractors retailed on or before Sept 30, 2008

d) Attachment

Warranty Terms		
Product	Warranty	Frame
Loaders/ Backhoes	12 months	2 years
Mowers / Other Attachments #	12 months	N/A

Other Attachments – Bucket, Quick Attach, Bale Spear, Pallet Fork

e) Other Equipments

Warranty Terms		
Product	Warranty Period	Warranted by Manufacturer or Local Representative
Tires & Wheels	12 months	Titan, Carlisle , Mahindra
Battery	12 months	Exide, Mahindra
Fuel Injection Pump	12 months	Bosch (for 00,20,25,30,35,60 series), Mahindra
Implements	12 months	BEFCO, Kodiak
General Parts	30 days	Mahindra (Parts only)
Replacement Engines	90 days	Mahindra (or remainder of tractor warranty, which ever is longer)

For all other products Warranty will be provided by Mahindra USA., Inc.

The components covered by **Power Train Warranty** consist of the following:

- Engine: The engine crankcase, crankcase pan, cylinder head, rocker arm cover, timing gear cover and all components fully enclosed within these units.
- Transmission & Rear Axle: The clutch housing (excludes clutch), CRPTO/Independent PTO Housing, transmission case, differential housing, final drive housing, drive axles, front axle case, front gear case and components fully enclosed within these housings.

Mahindra USA Limited Warranty

Mahindra USA will, through its authorized dealers, repair or replace any parts covered by this Warranty found to be defective in materials or workmanship. The covered defect must occur within the warranty period under the normal use of the product. Repair or replacement in accordance with this Warranty shall constitute fulfillment of all liabilities of Mahindra, Mahindra USA, Inc. and the selling Dealer in respect of such Mahindra Products.

Repairs or replacements shall normally be performed by the selling dealer. The purchaser shall deliver the Mahindra Product to the selling Dealer's place of business for warranty repair. In the event the purchaser is located more than 75 miles from their selling dealer, any authorized Mahindra Dealer may perform the repair.

- To obtain warranty service, the purchaser must: (1) report the product defect to an authorized Mahindra Dealer and request repair within the applicable warranty term and (2) present evidence of purchase or date of original use.
- The purchaser shall be responsible for transportation expenses for the Mahindra Products to the dealership or travel of Dealer personnel to purchaser's location for warranty repair.

Mahindra's Liability Under This Warranty Is Subject To The Observance By The Purchaser Of The Following Provisions:

- The purchaser shall at all times use in the operation of any Mahindra Products, those brands and grades of lubricating oils, lubricants, or fuel approved by Mahindra as stated in the Owner's manual.
- The Mahindra Products shall have been used in accordance with the procedures specified in the owner's manual.
- This Warranty is in lieu of all other warranties on Mahindra's or Mahindra USA, Inc.'s behalf and neither party assumes any other liability in connection with the Mahindra Products.
- If the Mahindra Products have been repaired by someone other than a Mahindra USA Dealer in a manner which, in the sole judgment of Mahindra, affects its performance, stability or reliability then this Manufacturer's Warranty shall be void.

Right To Make Design And Product Changes:

The Company reserves the right to make changes in its Mahindra Products at any time and from time to time without incurring any obligation with respect to any Mahindra Product previously ordered, sold or shipped.

What Is Not Covered By The Warranty?

Parts not manufactured by Mahindra (warranted by their manufacturer or local representative).

- Tires & Wheels
- Battery
- Fuel injection pump

Damage or Failures resulting from:

- Accidents (collision or otherwise)
- Environment (such as exposure to corrosive material)
- Acts of nature (flood, storm, etc.)
- Contamination to the fuel injection pump, hydraulic cylinders and valves on the tractor, loader or backhoe, and related parts.
- Use of unapproved implements or attachments including but not limited to non-Mahindra loaders, belly mowers and 3 pt mounted backhoes.
- Unauthorized modifications
- Use of Non-Mahindra Parts
- Misapplication
- Abusive operation
- Improper or incomplete maintenance

This Warranty shall NOT apply to normal Wear or Normal Maintenance Items and Services (unless defective). These include but are NOT Limited to:

- Tune-ups
- Fuel injection system cleaning
- Wheel, brake and clutch adjustments
- Brake linings,
- Clutch disc
- Fuses, light bulbs
- Rubber/glass/plastic products
- Belts, hoses
- Lubricants or coolant
- Normal replacement of service items such as filters and brake clutch linings
- Normal deterioration due to use or exposure (such as belts, tires and ext finish).

This Warranty does NOT cover:

- Pickup and delivery of equipment (Including Travel Time or Mileage)
- Rental of replacement equipment during repairs
- Transit Shortages & Damages.

Customer Operation and Maintenance Responsibilities:

The owner is responsible to perform preventive maintenance and follow safety procedures and guidelines as described in the operator's manual. In addition the Owner must:

- Keep all safety equipment installed and in working condition.
- Replace any safety decals that may become damaged or illegible.
- Maintain proof of services (including regular maintenance) done on the Mahindra Product.

Operation and Safety:

1. The owner is responsible to operate the product within the published capacities and guidelines contained in the Operators Manual.
2. Use qualified operators who have read and thoroughly understand the operator's and safety manuals.
3. Keep all safety decals installed and safety equipment in working condition.
4. If a defect in materials or workmanship occurs, it is the responsibility of the operator to cease operation of the equipment until repairs have been made.
Damage that occurs from continued use may not be covered under warranty.

Maintenance

1. Perform preventive maintenance as described in the operator's manual.
2. Lubricate system as specified in operator's manual including changing of fluid and replacement of filters.
3. Keep cooling system components clean including filters, screens, radiator and oil cooler cores.
4. Keep all bolts torqued to specifications.
5. Repair all minor hydraulic leaks, such as loose hoses and fittings.
6. Maintain proof of services done on the product.

Important Notes

- The customer is responsible for all costs of exploratory dismantling, if it is determined that the failure is not the result of a defect in materials or workmanship under the terms of the Mahindra Manufacturer's Warranty Agreement.
- If any claim made by the customer or dealer is fraudulent in any respect, the terms of this warranty may be voided at the discretion of Mahindra USA.
- Any dispute arising between Mahindra and the purchaser concerning the liability of Mahindra under this warranty shall be subject to the laws of the State of Texas.
- Warranty coverage in the 4th and 5th year is limited to the published MSRP for that specific model tractor. Warranty reimbursement in excess of the MSRP value will be at the sole discretion of Mahindra USA.
- If you decide to sell your Mahindra, any remaining warranty coverage may be transferred to the new owner. On 15 & 16 Series, warranty is transferable one time only. Contact your Mahindra dealer for more information.