

mahindra *Rise*

mahindra 20
20 YEARS IN AUSTRALIA



**MAHINDRA TRACTOR
WARRANTY**

MAHINDRA TRACTOR WARRANTY STATEMENT

1. PREAMBLE

The warranties provided under this Warranty Statement (**Warranties**) are in addition to and not in substitution of any statutory rights which cannot be lawfully excluded. The Warranties are provided by Mahindra Automotive Australia Pty Ltd ACN 133 379 218, trading as Mahindra Ag and Auto Australia ("MAAPL" or "Mahindra" or "we") to the original purchaser ("Purchaser" or "you"), subject to the terms, conditions and exclusions specified in this Warranty Statement.

The statement below this paragraph applies if (and only to the extent that) the Purchaser has acquired or will acquire goods as a "consumer" for the purposes of the Competition and Consumer Act 2010 (Cth) and Schedule 2 of that Act - the Australian Consumer Law.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure

2. WARRANTIES

The following warranties are provided by Mahindra against manufacturing defects in materials or workmanship on Mahindra manufactured products, subject to the exclusions in clause 3 below and the other terms and conditions of this Warranty Statement.

TRACTORS 28HP AND ABOVE:

Comprehensive warranty - 1 year from the date of 1st registration or 1000 hours whichever first occurs.

Powertrain only warranty up to 3 years from the date of 1st registration or 2000 hours whichever occurs first, which applies only to the Engine crankcase, crankcase pan, cylinder head, rocker arm cover, timing gear cover and all components fully enclosed within these units as well as the transmission, differentials, final drives, drive axles, front axles, power take-off and clutch housings and components enclosed therein but excludes the clutch assembly either wet (Shuttle/ HST) or dry.

Tractor body panel (formed or pressed sheet metal) warranty- 1 year from date of 1st registration or 500 hours of whichever first occurs.

OJA 11 AND 21 SERIES LIFESTYLE TRACTORS:

Comprehensive warranty -3 years from the date of 1st registration or 1500 hours whichever occurs first.

Powertrain only warranty -up to 6 years from the date of 1st registration or 2000 hours whichever occurs first, which applies only to Engine crankcase, crankcase pan, cylinder head, rocker arm cover, timing gear cover and all components fully enclosed within these units as well as the transmission, differentials, final drives, drive axles, front axles, power take-off and clutch housings

and components enclosed therein but excludes the clutch assembly either wet (Shuttle/ HST) or dry.

Tractor body panel (formed or pressed sheet metal) warranty- 1 year from date of 1st registration or 500 hours of whichever first occurs.

JIVO TRACTORS:

Comprehensive warranty - 1 year from or the date of 1st registration or 1000 hours whichever occurs first.,

Powertrain only warranty - up to 2 years from the date of 1st registration or 2000hrs whichever occurs first, which applies only to Engine crankcase, crankcase pan, cylinder head, rocker arm cover, timing gear cover and all components fully enclosed within these units as well as the transmission, differentials, final drives, drive axles, front axles, power take-off and clutch housings and components enclosed therein but excludes the clutch assembly either wet (Shuttle/ HST) or dry.

Tractor body panel (formed or pressed sheet metal) warranty- 1 year from date of 1st registration or 500 hours of whichever first occurs.

LOADERS:

Loader frame components only - 2 years from the date of installation or 1000 hours whichever occurs first but excludes normal wear and tear items.

Hydraulic components bucket, and other Loader attachments - 1 year from purchase or 1000 hours whichever occurs first but excludes normal wear and tear items.

BACKHOE: All backhoe components - 1year from the date of installation or 500 hours whichever occurs first but excludes normal wear and tear items.

MID-MOUNT MOWERS:

All mid-mount mowers - 1 year from the date of installation or 500-Hours whichever occurs first, but excludes normal wear and tear items such as blades/ belts etc.

SPARE PARTS

Parts manufactured and supplied by Mahindra replaced under warranty will be covered for the remainder of the initial warranty period or 90 days whichever is the greater. Spare parts manufactured and supplied by Mahindra purchased by you which are not for resale, will be covered by 12 month's "Parts Only" warranty from the date of purchase of the spare part.

3. WARRANTY EXCLUSIONS

To the extent permitted by law, these Warranties exclude the following:

- a. gaskets, drive belts, mirrors, bulbs, glasses, fuses, seat cushions, normal wear & tear of clutch linings / brake linings, fasteners, deterioration of items such as plastic, rubber and external finish due to normal wear and tear
- b. external drivelines, cables, linkages, dry/ wet clutch parts and associated external gaskets, seals, steering and hydraulic parts such as steering cylinders, hydraulic pump and power steering unit.
- c. replaceable service items such as oils, lubricants, coolants, filters, and clutch and brake discs and linings
- d. depreciation, damage, malfunction or failure caused by normal wear and tear, lack of reasonable maintenance, improper servicing, failure to follow operating instructions, misuse or lack of proper protection during storage, accident, unauthorised alterations, modifications or changes in ways not approved by Mahindra, including but not limited to, setting injection fuel pump fuel delivery above approved specification, failure to use the proper fuel, lubricants or other maintenance items as recommended by Mahindra, contaminated, poor quality and stale fuel and/or unapproved blends or bio fuels;
- e. overheating and damage caused by; improper maintenance or incorrect or insufficient coolant, incompatible coolants, mineralised and non-pure Ph neutral water, including poorly maintained coolant mixtures/percentages.
- f. normal maintenance services including, but not limited to, adjustments, tune ups, fuel system, cleaning and oil analysis.
- g. maintenance carried out incorrectly either by qualified or non-qualified persons
- h. damage caused by continued operation after a malfunction was noticed and or reported by the operator; and
- i. any service call and/or any premium charged for overtime labour requested by the Purchaser and for any service and/or maintenance not directly related to any defect in material or workmanship as covered in these Warranties.

Neither Mahindra or its representatives, nor any Mahindra Dealer on behalf of Mahindra, make any warranties, representations or promises, express or implied, as to the quality, merchantability, performance, or fitness for any purpose, or freedom from defect of our goods, other than those set out in these Warranties.

Nothing in this Warranty Statement is to be read or implied so as to exclude, restrict or modify any condition, warranty, guarantee, right of remedy implied by law including under the provisions of the Competition and Consumer Act 2010 (Cth) and which by law cannot be excluded, restricted or modified. The only remedies the Purchaser has with regards to Mahindra goods are those set out in this Warranty Statement or such remedies as are specified by law, and which are not capable of exclusion.

4. THIRD PARTY WARRANTIES

Items that may be covered by separate warranties - Certain items may be covered by warranty extended by their respective manufacturers such as batteries, injector pumps, canopies and tyres.

5. HOW TO CLAIM UNDER THESE WARRANTIES

To claim under these Warranties, the Purchaser must report the defect in the Mahindra manufactured products to Mahindra via an authorized Mahindra Dealer within the applicable warranty term, make the products available to the Mahindra Dealer as soon as possible after notification of a service problem and where necessary present evidence of date of installation or purchase of the products. For the contact details of your nearest authorised Mahindra Dealer please go to our website at www.mahindraag.com.au and select Dealer locator tab. Or contact the authorised Mahindra Dealer where you purchased the products. The purchaser shall be responsible for transportation costs to and from the Dealer, or its representative attending the purchasers address to complete warranty repairs on site.



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