

**Mahindra**  
**PIK-UP**

**CAPPED PRICE  
SERVICING**

# CAPPED PRICE SERVICING PROGRAM

**TERMS AND CONDITIONS – NEW GENERATION PIKUP DIESEL VARIANTS**  
**1<sup>ST</sup> SEPTEMBER 2019**



**Mahindra**

TERMS AND CONDITIONS

1. INTRODUCTION

Mahindra understands the importance to customer’s peace of mind when it comes to the cost of scheduled car services and vehicle reliability that flows from this. That is why our Participating Mahindra Authorised Dealers commit to the Mahindra Capped Price Servicing Program.

These terms and conditions **(Terms)** govern the Program. Mahindra, acting reasonably and fairly, may amend the Program, and these Terms, and will publish amended Terms on the Mahindra website.

“Refer to clause 10 for definitions of capitalised terms.”

2. PROGRAM OVERVIEW

The Program commences on 1st Sep 2019. Under the Program, Participating Mahindra Authorised Dealers will provide Scheduled Services to Eligible Vehicles for a price no higher than the Capped Price for the relevant Scheduled Service.

3. ELIGIBILITY

- 3.1 The Program applies to Eligible Vehicles during the period that commences on the Warranty Start Date and expires on the earlier of:
- (a) 4 years from Warranty Start Date; or

(b) the date on which the aggregate distance travelled by the Eligible Vehicle reaches 55,000 kilometres.
- 3.2 The Scheduled Services covered by the Program are set out in the table below. Subject to clause 3.3, the first Scheduled Service (5,000 kilometres/ 3 months) is free.

SERVICE	KILOMETRES	MONTHS
1	5,000 KM	3 MONTHS
2	10,000 KM	12 MONTHS
3	25,000 KM	24 MONTHS
4	40,000 KM	36 MONTHS
5	55,000 KM	48 MONTHS

- 3.3 To receive the benefit of the customer must ensure that the Scheduled Service is performed by a Participating Mahindra Authorised Dealers within the Service Period for that Scheduled Service. It is the customer’s sole responsibility to ensure that the Scheduled Service is performed within the Service Period and by a Participating Mahindra Authorised Dealer.
- (a) the free Scheduled Service at 5,000 kilometres/ 3 months; and

(b) the Capped Price under the Program for any other Scheduled Service,
- The customer must ensure that the Scheduled Service is performed within the Service Period for that Scheduled Service. It is the customer’s sole responsibility to ensure that the Scheduled Service is performed within the Service Period.
- 3.4 If the customer fails to ensure that a Scheduled Service is performed within the Service Period:
- (a) for the Scheduled Service at 5,000 kilometres/ 3 months, the customer will no longer be entitled to a free Inspection for that Scheduled Service;

(b) for all other Scheduled Services, the customer will no longer be entitled to the Capped Price for that Scheduled

Service; and

- (c) any additional work identified during the next Scheduled Service **(Next Scheduled Service)** that is required as a result of the customer’s failure will not be covered under the Capped Price for the Next Scheduled Service. The Mahindra Authorised Dealer will inform the customer and request customer approval prior to performing any such additional service or maintenance work.
- 3.5 If the customer misses a Scheduled Service, then subject to clauses 3.3 and 3.4, the customer will still be entitled to any Capped Price applicable to the next Scheduled Service.

4. HOW IT WORKS

- 4.1 Participating Mahindra dealers will provide the customer with the Capped Price for each Scheduled Service when the customer makes a request for a quote for a Scheduled Service for an Eligible Vehicle through a Mahindra Authorised Dealer **(Quote)**.
- 4.2 Mahindra may also publish a list of Capped Prices for Scheduled Services at [www.mahindra.com.au](http://www.mahindra.com.au), which list may be changed from time to time by Mahindra without notice. Any price change will not apply retrospectively to Eligible Vehicles purchased prior to the price change, and will apply only to Eligible Vehicles purchased on and after the date on which the price change comes into effect.

5. TERMS OF COVERAGE

- 5.1 Covered services
- The Scheduled Services include a basic number of service items as set out in the Service and Warranty Booklet for the relevant Eligible Vehicle, including:
- (a) labour;

(b) oil;

(c) parts; and

(d) consumables, including but not limited to oil and washer recycling and/or removal and other workshop supplies.

Mahindra Authorised Dealers use only genuine Mahindra parts for all Scheduled Services.

- 5.2 Exclusions
- The additional service and maintenance items which will not be covered under the Program, include without limitation:
- (a) normal wear and tear consumable items and parts requiring additional or periodic maintenance, including but not limited to brakes, brake pads, batteries, tyres, fuses, filters, belts, globes, wiper blades, wheel balancing and wheel alignment adjustment, and all other parts of the vehicle that have been subject to normal wear and tear;

(b) replacement of HVAC particle filter (for the avoidance of doubt, as part of the Scheduled Services covered by the Program, Mahindra Authorised Dealers will check the Eligible Vehicle’s HVAC particle filter and notify the customer if it requires replacement);

(c) any servicing required as a result of:

(i) vehicle misuse or abuse;

(ii) the vehicle not being driven in accordance with manufacturer specifications and guidelines;

(iii) the fitment of non-genuine Mahindra parts or accessories; or

(iv) failing to ensure that a Scheduled Service is performed within a Service Period;

- (d) service, fitment or maintenance of any accessories, including Mahindra accessories;
- (e) adjustments or additional fluids and additives not specified in the standard service schedules for normal operating conditions set out in the Service and Warranty Booklet for that Eligible Vehicle;
- (f) accident damage to any body, chassis or driveline components;
- (g) additional servicing, maintenance and repairs:
  - (i) required based on the normal operating conditions set out in the Service and Warranty Booklet for the Eligible Vehicle; or
  - (ii) recommended Mahindra Authorised Dealer to suit the customer's individual driving characteristics; and
  - (h) any merchant fees for card payments.

5.3 For the avoidance of doubt, any loan cars provided by a Mahindra Authorised Dealer are not covered by the Program, and are subject to any terms and conditions agreed between the customer and the Mahindra Authorised Dealer.

## 6. CHANGES TO CAPPED PRICES

Mahindra will review the Capped Prices periodically. Any changes made to the Capped Prices will apply to all Eligible Vehicles with a Warranty Start Date on or later than the date on which the changes become effective.

## 7. TRANSFER OF ENTITLEMENTS

The customer's entitlements under the Program cannot be transferred to any other vehicle. The Program entitlements remain with the Eligible Vehicle for the duration of the Program. However, subject to these Terms, Program entitlements can be transferred between subsequent owners of the same Eligible Vehicle.

## 8. FURTHER INFORMATION

For further information on the Program, please visit our website at [www.mahindra.com.au](http://www.mahindra.com.au) or contact any Mahindra Authorised Dealer.

## 9. COMPLAINTS

Any feedback, including complaints, in relation to the Program, should be directed to the customer care manager at the relevant Mahindra Authorised Dealer, who will be glad to assist with resolving any concerns. If the problem is not resolved, the customer care manager will refer the matter to Mahindra Australia for resolution.

## 10. DEFINITIONS

**Capped Price** means the maximum price for a specified Scheduled Service as set out in a Quote or published on the Mahindra website at: [www.mahindra.com.au](http://www.mahindra.com.au).

**Eligible Vehicle** means:

- (a) Next Generation Mahindra PiKUp Diesel purchased between 1st Jan 2018 and 31st August 2019 will automatically join the program from their next scheduled service subject to clause 3.40. Any Next Generation Mahindra PiKUp Diesel purchased from 1st September 2019 onwards.
- (b) any other Mahindra Vehicle published on Mahindra's website as being an "Eligible Vehicle" for the purpose of the Program, other than Excluded Vehicles

**Excluded Vehicle** means:

- (a) a vehicle that is not registered with an Australian State or Territory road transport authority;
- (b) a vehicle which was first registered as a government vehicle;
- (c) a vehicle which was first registered as a rental vehicle;
- (d) a vehicle that is used substantially in connection with mining activities during a Service Period; and
- (e) any other vehicle, determined by Mahindra in its sole discretion from time to time, excluding any vehicle classified as an Eligible Vehicle at the time of sale.

**Mahindra** means Mahindra Automotive Australia Pty Ltd ABN 85 133 379 218.

**Mahindra Authorised Dealer** means a dealer appointed by Mahindra to sell new and/or demonstrator Mahindra vehicles of the kind marketed from time to time by Mahindra in Australia and/or to perform warranty service on such vehicles.

**Participating Mahindra Authorised Dealer** a Mahindra Authorised Dealer who participates in this Program and agrees to perform all Scheduled Services for a price equal to or less than the Capped Price pursuant to these Terms

**Mahindra Vehicle** means a vehicle:

- (a) manufactured by Mahindra and Mahindra Limited in India under the Mahindra brand; or
- (b) imported by **Mahindra**.

**Program** has the meaning given to that term in clause 1.

**Quote** has the meaning given to that term in clause 4.1.

**Scheduled Services** means, in respect of Eligible Vehicles, all maintenance and service items listed in the owner's manual supplied with Eligible Vehicles, under section 14.16 - Maintenance Schedule Chart.

**Service and Warranty Booklet** means the booklet titled "Warranty Booklet" supplied with the Eligible Vehicle at the point of sale.

**Service Due Date** means, in relation to a Service Period, the date which is 31 days after the service due date specified in the log book contained in the Service and Warranty Booklet for that Eligible Vehicle.

**Service Kilometre Limit** means the date on which the odometer of the Eligible Vehicle crosses the kilometre reading specified in the log book contained in the Service and Warranty Booklet for that Eligible Vehicle plus 500 kilometres.

**Service Period** means, in relation to a Scheduled Service, the period commencing on the earlier of:

- (a) the date that is 31 days before the service due date specified in the log book contained in the Service and Warranty Booklet for that Eligible Vehicle; or
- (b) the date on which the odometer of the Eligible Vehicle crosses a reading that is 500 kilometres less than the kilometre reading specified in the log book contained in the Service and Warranty Booklet for that Eligible Vehicle, and ending on the earlier of:
  - (c) the Service Due Date; or
  - (d) the Service Kilometre Limit.

**Warranty Start Date** means the date of the first retail registration of the Eligible Vehicle.





# PEACE-OF-MIND NOW COMES STANDARD

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## DEALER DETAILS:

**WWW.MAHINDRA.COM.AU**

**Mahindra Automotive Australia Pty. Ltd.**

**4/20 Buttonwood Place, Willawong, Brisbane QLD 4110 Australia.**

**Phone: (07) 3213 1211 Fax: (07) 3213 1215 Email: [info@mahindra.com.au](mailto:info@mahindra.com.au)**

All features and colours mentioned or shown are not available on all models. • Accessories shown are not part of standard equipment. • Vehicle body colour and interiors may differ from the printed photographs • In view of our policy of continuously improving our products, we reserve the right to alter specifications or designs without prior notice and without liability. • Images and illustrations are for information purposes and are indicative only. Because of changes in conditions and circumstances we reserve the right, subject to all applicable laws, at any time, at our discretion, and without notice, to discontinue or change the features, designs, materials, colours and other specifications of Mahindra products, and to either permanently or temporarily withdraw any such products from the market without incurring any liability to any prospective purchaser or purchasers. The latest specification sheet should be referred to for information on the availability, ordering and use of features and optional equipment. • Always consult an authorised Mahindra Dealer for the latest information with respect to features, specifications, prices, optional equipment and availability