



## Mahindra USA, Inc. Limited Warranty Policy

For ROXOR Vehicles

Effective November, 2021

## **Limited and EPA Warranties**

- A. **ROXOR Scope of Limited Warranty** – Mahindra USA, Inc. (“Mahindra”) warrants its ROXOR Off-road Side x Side vehicle (hereinafter “ROXOR”) sold by authorized Dealers (as hereinafter defined) in the United States of America (“USA”) is free from defects in material or workmanship for the period and under the conditions described below. This limited warranty will become null and void if: (1) the ROXOR was used for racing or any other competitive activity, at any point, even by a previous owner; (2) the ROXOR has been altered or modified in such a way so as to adversely affect its operation, performance or durability, or has been altered or modified to change its intended use or (3) the ROXOR is not used for its intended purpose, that purpose being for use and operation solely off-road/off-highway. In addition, Mahindra provides no warranty on Non-OEM parts and accessories whether or not installed by the Dealer or consumer. Please refer to section **5.4 Accessories and Modifications** of the ROXOR Operator's Guide for limited warranty coverage on Factory and ROXOR Authorized Dealer installed OEM Accessories.

**NOTICE** TAMPERING WITH THE VEHICLE SPEED SENSOR OF THE ROXOR WILL LIMIT THROTTLE INPUT AND VOID ALL LIMITED WARRANTY COVERAGE PERIODS IDENTIFIED HEREIN.

- B. **What Is Covered – Limited Warranty** – Mahindra or its Dealers will, without charge, repair, replace, or adjust all factory installed parts on your ROXOR that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship. This warranty does not mean that each ROXOR is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. Mahindra provides the Limited Warranty only to remedy manufacturing defects that result in vehicle part malfunction or failure during the warranty period. The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Mahindra, through its authorized Dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Mahindra’s liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.
- C. **What Mahindra Will Do** – Mahindra’s obligations under this warranty are limited to, at its sole discretion, repairing parts found defective under normal use, maintenance and service, or replacing such parts with new genuine Mahindra ROXOR parts without charge for parts and labor, at any ROXOR authorized dealer during the warranty coverage period under the conditions described herein. No claim of breach of warranty shall be cause for cancellation or rescission of the sale of the Mahindra ROXOR to the owner. In the event that service is required outside of the country of original sale, the owner will bear responsibility for any additional charges due to local practices and conditions, such as, but not limited to, freight, insurance, taxes, license fees, import duties, and any and all other financial charges, including those levied by governments, states, territories and their respective agencies. Mahindra reserves the right to improve or modify products from time to time without assuming any obligation to modify products previously manufactured.

- D. LIMITATIONS OF LIABILITY** – THIS WARRANTY IS EXPRESSLY GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT THEY CANNOT BE DISCLAIMED, THE IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIFE OF THE EXPRESS WARRANTY. INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED FROM COVERAGE UNDER THIS WARRANTY, AS ARE LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE ROXOR AND COMMERCIAL LOSSES. SOME STATES DO NOT ALLOW FOR THE DISCLAIMERS, LIMITATIONS AND EXCLUSIONS IDENTIFIED ABOVE, AND AS A RESULT, THEY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH MAY VARY FROM STATE TO STATE.

Dealer nor any other person has been authorized to make any affirmation, representation or warranty regarding the product, other than those contained in this Limited Warranty, and if made, shall not be enforceable against Mahindra. Mahindra reserves the right to modify this Limited Warranty at any time, being understood that such modification will not alter the warranty conditions applicable to the products sold while this warranty is in effect.

- E. Exclusions – Items Not Warranted** – The following are not warranted under any circumstances:
- a. Normal wear and tear.
  - b. Routine maintenance items, tune ups, adjustments.
  - c. Damage caused by failure to provide proper maintenance and/or storage, as describe in the Mahindra ROXOR Offroad Side x Side Operator’s Guide
  - d. Damage resulting from removal of parts, improper repairs, service, maintenance, modifications or use of parts not manufactured or approved by Mahindra or resulting from repairs done by a person that is not a ROXOR authorized servicing dealer
  - e. Damage caused by abuse, abnormal use, neglect or operation of the product in a manner inconsistent with the recommended operation described in the Mahindra ROXOR Offroad Side x Side Operator’s Guide
  - f. Damage resulting from accident, submersion, fire, theft, vandalism or any act of God.
  - g. Operation with fuels, oils or lubricants which are not suitable for use with the product (see the Operator’s Guide).
  - h. Damages from rust, corrosion or exposure to the elements, other than Rust Perforation Coverage identified below.
  - i. Damage resulting from abuse, including but not limited to water, snow or dirt/ dust ingestion.
  - j. Incidental or consequential damages, or damages of any kind including without limitation towing, storage, telephone, rental, taxi, inconvenience, insurance coverage, loan payments, loss of time, or loss of income;
  - k. Paint: Mahindra’s paint system is designed to provide you a durable finish from a one step process. As such, minor imperfections such as fish eye/ craters, spot welds, pin holes and orange peel (“Appearances”) or dust and hair (“Contaminants”) may be present and visible. This Limited Warranty does not cover Appearances or Contaminants;  
State and Local Laws: Mahindra does not represent or warrant that the ROXOR meets applicable state or local laws relative to Recreational Off-Highway Vehicles however defined in your jurisdiction. It is your responsibility to know and understand all such laws prior to purchase.

- F. **Warranty Coverage Period** - This limited warranty will be in effect from (1) the date of delivery to the first retail consumer or (2) the date the ROXOR is first put into use, whichever occurs first and for the applicable period below:

a. THE EARLIER OF TWENTY-FOUR (24) CONSECUTIVE MONTHS OR TWELVE THOUSAND MILES.

For emission-related components; please also refer to the US EPA EMISSION-RELATED WARRANTY contained herein.

b. RUST PERFORATION COVERAGE – TWELVE (12) CONSECUTIVE MONTHS.

This coverage applies to perforation due to corrosion only. Perforation is a rust-through condition, such as an actual hole in a sheet metal panel. Cosmetic or surface corrosion, such as that caused by stone chips or scratches in the paint, is not covered under this limited warranty. This limitation is specifically separate from, and less than, the above-described Twenty-Four (24) month warranty.

The repair or replacement of parts or the performance of service under this Limited Warranty does not extend the life of this Limited Warranty beyond its original expiration date.

- G. **Conditions To Have Warranty Coverage** – This warranty coverage is available only if each of the following conditions has been fulfilled:

The Mahindra specified pre-delivery inspection process must be completed and documented and signed by the purchaser.

The ROXOR Offroad Side x Side must have undergone proper registration by an authorized Mahindra ROXOR Dealer.

The ROXOR Offroad Side x Side must be purchased in the country in which the purchaser resides.

Routine maintenance outlined in the Operator’s Guide must be timely performed in order to maintain warranty coverage. Mahindra reserves the right to make warranty coverage contingent upon proof of proper maintenance.

Mahindra will not honor this limited warranty to any private use owner or commercial use owner if one of the preceding conditions has not been met. Such limitations are necessary in order to allow Mahindra to preserve both the safety of its products, and also that of its consumers and the general public.

- H. **What To Do To Obtain Warranty Coverage** – The customer must cease using the Mahindra ROXOR upon the appearance of an anomaly. The customer must notify a servicing Mahindra Dealer as soon as practicable, but never more than three (3) consecutive business days of the appearance of a defect, and provide it with reasonable access to the product and reasonable opportunity to repair it. The customer must also present to the ROXOR authorized dealer, proof of purchase of the product and must sign the repair/work order prior to starting the repair in order to validate the warranty repair. All parts replaced under this Limited Warranty become the property of Mahindra.

- I. **Transfer** – If the ownership of the ROXOR is transferred during the warranty coverage period, this Limited Warranty, subject to its terms and conditions, shall also be transferred and be valid for the remaining coverage period provided Mahindra or a ROXOR authorized dealer receives proof that the former owner agreed to the transfer of ownership, in addition to the contact information of the new owner.
- J. **Consumer Assistance** – In the event of a controversy or a dispute in connection with this Limited Warranty, Mahindra suggests that you try to resolve the issue at the dealership level. We recommend discussing the issue with the authorized dealer's service manager or owner. If the matter still remains unresolved, contact Mahindra directly by phone or mail. Refer to section **29 Contact Us** of the ROXOR Operator's Guide.

### **U.S. EPA Emission-Related Limited Warranty (Canada Excluded)**

Mahindra warrants to the ultimate purchaser and each subsequent purchaser that this new vehicle (if purchased in the United States), including all parts of its exhaust emission control system and its evaporative emission control system, meets two conditions:

- a. It is designed, built, and equipped so it conforms at the time of sale to the ultimate purchaser with the requirements of 40 CFR 1051 and 40 CFR 1060.
- b. It is free from defects in materials and workmanship that may keep it from meeting the requirements of 40 CFR 1051 and 40 CFR 1060.

Where a warrantable condition exists, Mahindra will repair or replace, as it elects, any part or component with a defect in materials or workmanship that would increase the engine's emissions of any regulated pollutant within the stated warranty period at no cost to the owner, including expenses related to diagnosing and repairing or replacing emission-related parts. All defective parts replaced under this warranty become the property of Mahindra.

For all emission-related warranty claims, Mahindra is limiting the diagnosis and repair of emission-related parts to a ROXOR authorized dealer, unless for emergency repairs as required by item 2 of the following list.

Mahindra will not deny emission-related warranty claims based on any of the following:

- a. Maintenance or other service Mahindra or Mahindra's authorized facilities performed.
- b. Engine/equipment repair work that an operator performed to correct an unsafe, emergency
- c. Any action or inaction by the operator unrelated to the warranty claim.
- d. Maintenance that was performed more frequently than Mahindra specifies.
- e. Anything that is Mahindra's fault or responsibility.
- f. The use of any fuel that is commonly available where the equipment operates unless Mahindra's written maintenance instructions or Operator's Guide state that this fuel would harm the equipment's emission control system and operators can readily find the proper fuel.

- A. **Emission-Related Warranty – United States (Except California) Only** – The emission-related warranty is valid for United States customers only, and applies to the following period whichever comes first:

<b>Component Type</b>	<b>Hours</b>	<b>Months</b>	<b>Miles/Kilometers</b>
<b>Exhaust emission-related components</b>	500	30	3100/5000
<b>Evaporative emission-related components</b>	N/A	24	N/A

- B. **Components Covered** – The emission-related warranty covers all components whose failure would increase an engine’s emissions of any regulated pollutant, including but not limited to the following listed components.

For exhaust emissions, emission-related components include any engine parts related to the following systems:

- a. Air-Induction System
- b. Fuel System
- c. Ignition System
- d. Exhaust Gas Recirculation System

The following parts are also considered emission-related components for exhaust emissions:

- a. Aftertreatment Devices
- b. Crankcase Ventilation Valves
- c. Sensors
- d. Electronic Control Units

The following parts are considered emission-related components for evaporative emissions:

- a. Fuel Tank
- b. Fuel Cap
- c. Fuel Line
- d. Fuel Line Fittings
- e. Clamps\*
- f. Pressure Relief Valves\*
- g. Control Valves\*
- h. Control Solenoids\*
- i. Electronic Controls\*
- j. Vacuum Control Diaphragms\*
- k. Control Cables\*
- l. Control Linkages\*
- m. Purge Valves
- n. Vapor Hoses
- o. Liquid/Vapor Separator
- p. Carbon Canister
- q. Canister Mounting Brackets
- r. Carburetor Purge Port Connector

Emission-related components also include any other part whose only purpose is to reduce emissions or whose failure will increase emissions without significantly degrading engine/equipment performance.

\*As related to the evaporative emission control system

- C. **Limited Applicability** – Mahindra may deny emission-related warranty claims for failures that have been caused by the owner’s or operator’s improper maintenance or use, by accidents for which the manufacturer has no responsibility, or by acts of God. For example, an emission-related warranty claim need not be honored for failures that have been directly caused by the operator’s abuse of the engine/equipment or the operator’s use of the engine/equipment in a manner for which it was not designed and/or not attributable to the manufacturer in any way.

## **California Evaporative Emissions Control Warranty Statement**

- A. **Warranty Rights and Obligations** – Mahindra USA, Inc. (“Mahindra”), a Delaware corporation, warrants that its new 2020 Mahindra ROXOR Offroad Side x Side (“Vehicle”) is designed, built and equipped to meet California’s stringent anti-smog standards, administered by the California Air Resources Board. Mahindra warrants that the Vehicle’s evaporative emissions control system complies with these standards for the first Five Thousand (5,000) kilometers (Three Thousand One Hundred (3,100) Miles) or thirty (30) months, whichever comes first provided that there has been no abuse, neglect, unapproved modification or improper maintenance of your Vehicle. When a warrantable condition exists, Mahindra will repair or replace the defective part(s) at no cost, including diagnosis, parts and labor.

The Vehicle’s evaporative emissions control system may include parts such as the carburetor or fuel-injection system, fuel tank, fuel hoses, carbon canister, and engine computer. Also included may be hoses, belts, connectors and other evaporative-related assemblies.

- B. **Owner's Warranty Responsibilities** – The Vehicle’s owner is responsible for the performance of the required maintenance listed in the Operator’s Guide. Mahindra recommends that the owner retain all receipts covering maintenance on the Vehicle, but Mahindra cannot deny warranty solely for the lack of receipts or for failure to ensure the performance of recommended scheduled maintenance.

The owner is responsible for presenting the Vehicle to a ROXOR authorized dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable time, not to exceed thirty (30) days.

The Vehicle owner should be aware that Mahindra may deny warranty coverage if the Vehicle or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications. Any questions regarding these warranty rights and responsibilities should be directed to Mahindra or the California Air Resources Board at 9528 Telstar Avenue, El Monte, CA 91731.

- C. **Vehicle Parts Covered Under Warranty** – Parts covered:

- a. Canister Mounting Bracket(s)
- b. Carbon Canister
- c. Purge Port Connector Clamp(s)\*
- d. Electronic Control\*
- e. Fuel Cap with Tether
- f. Filler Neck
- g. Filler Neck Hose
- h. Fuel Line(s)
- i. Fuel Line Fitting(s)
- j. Fuel Tank
- k. Pressure Relief Valve(s)\*
- l. Purge Valve(s)
- m. Check Valve(s)\*
- n. Vapor Hose(s)
- o. Flow Reducer
- p. Filter(s)\*
- q. All other parts not listed that may affect the evaporative emissions control system.

\*As related to the evaporative emission control system