

Terms and conditions

Mercedes-Benz India Private Limited (MB India) having its Works/Registered office at E-3, MIDC Chakan, Phase 3, Chakan Industrial Area, Kuruli & Nighoje , Tal.: Khed, Pune - 410 501. (Maharashtra State, India). MB India confirms warranty of Mercedes-Benz passenger cars manufactured by MB India and CBU vehicles sold by MB India in India. The expenses of repair work and parts of your Mercedes-Benz vehicles will be covered by MB India warranty in accordance with the following terms and conditions.

What is covered?

1. Vehicles supplied by MB India are warranted to be free from defects in material and workmanship and are covered under this warranty for the period of 24 months commencing from the date of first registration or date of sales invoice/delivery note - whichever comes earlier - without mileage limitation.
2. This warranty shall, at the option of MB India, cover and be limited to either repair of goods supplied or replacement of parts which MB India recognizes as defective.
3. For the parts replaced during such repair, the same warranty applies until the end of the MB India warranty period of the vehicle as stipulated herein.
4. Labour or/and material costs for the job under warranty will be accepted only if the vehicle is serviced and maintained in MB India authorized workshop according to the defined schedule.
5. Labour or/and material costs for the job under warranty will be accepted only when maintenance/repairs are done by MB India authorized workshop.

What is not covered?

1. Under this vehicle warranty, MB India's liability is limited to the value of the service, repairs/replacement of parts found to be defective within the warranty period. Beyond servicing and/or repairing defective parts in the vehicle, MB India does not undertake to replace the vehicle and/or reimburse the purchaser by payment of any money towards any consequential loss or damages in respect of the vehicle purchased by them.
2. MB India shall not be liable for any damage or loss caused to any property, article, disability or death caused to any human life arising out of electric fault, short circuit, fire, negligent use of the vehicle or accidental handling. The maximum liability in monetary terms shall be restricted to the value of the defective parts and/or workmanship only.
3. Warranty for the tyres shall be provided directly by the respective tyre manufacturers/suppliers (please contact MB India authorized workshop for further details).
4. Services by a service workshop which is not authorized by Mercedes-Benz India.
5. Any damages if the vehicle is not handled or driven in accordance with the instructions in the Owner's Manual supplied with the vehicle and if the defined regular service/maintenance work is not performed.

6. Any changes in the original technical characteristics of the vehicle or the components. For example, usage of wheels/tyres not recommended by MB India, additional electrical fitments, spoilers, changing engine specifications to increase its power or any other modifications in the vehicle that may have an effect on the performance of the vehicle.
7. Wear and tear of parts, required periodic maintenance, adjustments, cleaning.
8. Damage caused by common abrasion (for instance brake-pad, etc.) or impact of the elements such as discoloring or deformation of any interior, leather, plastic, chrome or painted surface.
9. Damages which became serious since unattended because during the normal usage the vehicle owner failed to detect the defect and/or failed to claim and having rectified the defect when the same was apparent during vehicle delivery or immediately after delivery or at a later date.
10. Any damage to the fuel system due to water, adulteration or foreign objects in the fuel.
11. Damages due to any of the causes listed below:
 - a) Misuse, improper operation/storage/ transportation/maintenance or repairs not in accordance with MB India specifications
 - b) Accidents and general damages caused by external forces, fire, collision, theft or secondary damages based on any of these occurrences. Consequential damages due to accidents.
 - c) Use of non-genuine/ counterfeit parts.
 - d) Use of lubricants or accessories other than those approved by MB India.
 - e) Exceeding permissible capacities such as axle loads/ overloading, passenger, speed and rpm limitations.
 - f) Driving the vehicle under severe conditions such as un-pliable or waterlogged roads, in races or rallies.
 - g) Natural disasters including but not restricted to earthquakes, storms, floods, fire and accidents.
 - h) Use as a commercial vehicle or use other than the intended purpose.
 - i) Use of adulterated/improper service products such as fuel, oils, brake fluids, coolants, washing and polishing products and the like.
 - j) The installation of non-recommended equipment such as radio, car telephone, CD/DVD set or other parts (electronic gadgets).
 - k) Breakages, cracks, scratches etc. to glass.
 - l) Soot and smoke, chemicals, bird droppings, sea water, sea breeze, salt, stone chipping, scratches, iron dust acid rain or any other chemical influences
 - m) (regarding paint or body damage, specially stone throw, air-borne rust, industrial fall out), damage to catalytic converter due to use of wrong/bad quality fuel used in the vehicle.
 - n) Cyber risks: Loss, destruction, distortion, erasure, corruption or alteration of Electronic Data
12. Sensory complaints by owner against noise, vibration, smell, temperature of sidewalls or foot well which may occur for reasons such as, but not limited to, upkeep and

maintenance of the vehicle, road condition, nature of usage or environmental reasons and do not affect product quality, function or performance of the vehicle.

13. Consumptive parts: spark plug, belt, drive chains, air cleaning element, Air conditioner dust filter, fuel filter, oil filter, clutch parts, brake parts, wiper blades, bulbs, carbon brushes, fuses, etc.
14. Oil/Grease and other fluids: engine oil, automatic transmission fluid, brake fluid, coolant, wind shield washer fluid, battery fluid, air conditioner refrigerant, other lubricants, etc.
15. Warranty will cease to operate in case of accidents.
16. No warranty repair shall be made if it is found that the vehicle Identification number like chassis/engine number, odometer have been tampered with / or not matching with master data available at Dealer/MB India.
17. Battery defect due to parking of the vehicle for lengthy period and/or sparing usage of the vehicle.

This list is neither exclusive nor exhaustive.

The decision of MB India shall be final and binding.

Down Time*

1. Owners are not entitled to claim any compensation/replacement vehicle for the period when the vehicle is being attended by MB India's authorized workshop.
2. The provision of the MB India warranty do not provide for any liability or any other expenses or damage as listed below that may be incurred by an owner while a vehicle is out of service during performance of any warranty obligation or campaign work by MB India authorized workshop:
 - a) Any expenses for communications, correspondence, towing/transportation charges of the vehicle to the workshop, costs for the use of public transport, lodgings, meals and other items.
 - b) Compensation for costs due to injury of persons, property damage, loss of time, commercial losses, or rental costs during the periods of repairs.

Additional Information:

1. The optimum performance according to the owner's manual of the vehicle is under standard test conditions.
2. This MB India warranty is issued at Chakan, Pune, Maharashtra and competent court in Pune shall have exclusive jurisdiction over matters by or following from the MB India warranty. All disputes shall be decided as per the Indian laws that may be prevalent from time to time.
3. MB India reserves the right to make changes in decision or to introduce any improvement or to add any part on the vehicle at any time without incurring any obligation to install the same on vehicles previously sold.

4. Any part found to be defective and replaced by MB India under warranty shall be MB India's property.
5. The customer shall have no rights except those set out above and have, in particular, no right to repudiate the sale, or any agreement or to claim any reduction in the purchase price of the vehicle sold. Furthermore, the MB India warranty, in no case, shall extend to the payment of any monetary consideration whatsoever, incidental or indirect, inconvenience or consequential damages, loss of vehicle, the replacement or return of the vehicle as a whole, loss of time, or otherwise, incurred or accrued.
6. This warranty is expressly in lieu of all other warranties expressed or implied and all other obligations or liabilities on its part.
7. The warranties contained herein above are exclusive warranties given by MB India and MB India disclaims and excludes all other warranties - whether expressed or implied or otherwise arising during the course of dealing/ from usage of trade.
8. This booklet sets forth a summary of coverage. For further details including limitation, please contact MB India authorized workshop.

Requirement for making a claim:

1. The following requisite documents should be presented to the MB India authorized workshop at the time of making a claim under MB India warranty:
 - a) Copy of Vehicle purchase invoice
 - b) The service/maintenance details.
 - c) Any other documents required by the MB India authorized workshop and/or MB India.
2. Claims arising from the warranty will be recognized only when the vehicle reports to MB India authorized workshop without delay, after the defect has been notified.