

Annual Maintenance Contract (AMC) Agreement

The Customer has sought maintenance and repairs services for his new Tata Commercial Vehicle (refer The CIF) for Sampoorna Seva (Annual Maintenance Contract - (AMC) in Platinum / Gold / Silver category (strike off whichever is not applicable) basis from the manufacturer, Tata Motors Ltd. (TML). TML has agreed to provide the Services to him/her/it, at the specified National Highways, through the service outlets of its authorized and appointed Dealers and /or TATA Authorized Service Stations (TASS).

1. Under AMC, the Company shall provide the maintenance services and repairs to the customer as per the service level selected by the customer

Platinum-

- (i) Maintenance services as stated in Operator's Service Book (OSB)
- (ii) Oil changing of the aggregates as scheduled
- (iii) Hub greasing of wheels as scheduled
- (iv) Scheduled maintenance service, minor adjustment, checks and repairs, major aggregate overhauling, repair of units, etc will be carried out at workshop
- (v) Servicing of ancillary items such as alternator, starter motor, fuel pump etc.
- (vi) Highway-support in case of breakdown of vehicle.
- (vii) Washing of the vehicle (only during scheduled services)
- (viii) Such other services as may be added by the Company under AMC from time to time

Gold-

- (i) Maintenance services as stated in Operator's Service Book (OSB)
- (ii) Oil changing of the aggregates as scheduled
- (iii) Hub greasing of wheels as scheduled
- (iv) Scheduled maintenance service, minor adjustment and checks
- (v) Labour charges for minor repairs, major aggregate overhauling, repair of units, etc carried out at workshop – Parts replacements if any would be charged extra.
- (vi) Labour charges for servicing of ancillary aggregates like alternator, FIP starter motor etc- Parts replacements if any would be charged extra.
- (vii) Highway-support in case of breakdown of vehicle.
- (viii) Washing of the vehicle only during scheduled services
- (ix) Such other services as may be added by the Company under AMC from time to time

Silver-

- (i) Maintenance services as stated in Operator's Service Book (OSB)
- (ii) Oil changing of the aggregates as scheduled
- (iii) Hub greasing of wheels as scheduled
- (iv) Scheduled maintenance service, minor adjustment and checks during scheduled services
- (v) Highway-support in case of breakdown of vehicle will be charged extra as applicable at the time of repairs.
- (vi) Washing of the vehicle only during scheduled services
- (vii) Such other services as may be added by the Company under AMC from time to time

2. AMC does not cover maintenance services and repairs of parts such as

- (i) Chassis frame including cross members
- (ii) Body items, upholstery items (including driver's seat door locks, winding mechanism, etc)
- (iii) Bulbs and fuses, batteries including battery cables
- (iv) Suspension system and its parts including spring leaves, shackles, spring bush, hanger, shock absorbers etc
- (v) Glasses including wind shield glass, wiper arm and blades
- (vi) Sheet Metal items (like fuel tank, air tank, silencer, muffler) & plastic coolant tank
- (vii) Tyre, tube, wheel rims etc
- (viii) Any damaged part due to impact of accident including accidental repairs
- (ix) Cab, load body, rear axle & front axle beam
- (x) Coolant and oil top ups unless any leakage
- (xi) Any repairs/replacement arising from accident, collision damage, burglary, theft, force majeure or any other accidental means, riots, terrorism, malicious damage
- (xii) Improper handling, dismantling, fitting, adjustments, repairs, modifications not approved by TML and/or use of Vehicle contrary to operator manual
- (xiii) Defects which arise from using the vehicle for application for which it is not intended for
- (xiv) Daily checks and daily washing
- (xv) Paint services
- (xvi) Towing charges

- (xvii) Delivery and collection of the vehicle to/from the Customer's place
- (xviii) Any Services in relation to the vehicle/s for complying with any Act, rule, regulation or order or other law
- (xix) Also such other items which, considering their nature, as may be specifically excluded by the Company

3. The Customer shall be responsible for

- (i) Ensuring the daily checks and other maintenance as detailed in Operator's Service Book (OSB) which are required to be carried out by the Customer and will not be covered under the AMC
- (ii) Ensuring that whenever the oil level in aggregates falls below the required level, the Customer shall ensure that requisite quantity of the oil is added to aggregates to bring the oil to the requisite level at his cost
- (iii) Ensuring that whenever the water and coolant mix in the radiator falls below the required level, the Customer shall ensure the requisite quantity of the Water Coolant mix is added to Radiator
- (iv) Ensuring that the vehicle is not put to use and engine is switched off if the temperature of the cooling system crosses the upper limit indicated on the temperature gauge
- (v) Ensuring that the vehicle is not put to use if the diesel supply to F.I.P. is erratic causing air locks
- (vi) Ensuring that the vehicle is not put to use if the oil levels in aggregates and/ or water coolant mixture level in radiator is not at requisite level
- (vii) Ensuring that the vehicle is brought for the scheduled services at Authorized Dealer(s)/ TASS as and when due as mentioned in OSB
- (viii) Maintaining the Trip-wise/ Day-wise log sheets of the actual kilometers/ hours covered by the vehicle(s)
- (ix) Ensuring that the Speedometer/ Odometer/ Hour meter is functioning all the time. Whenever the Speedometer/Odometer/Hour meter starts malfunctioning OR stops functioning, the Customer will ensure to take it immediately to the nearest Dealer/TASS of TML and get it rectified/ replaced for proper functioning. Charges for towing, if necessary, would be borne by the customer
- (x) Ensuring that only quality fuel is used for vehicle and take precautionary measure to avoid pilferage & adulteration of the fuel
- (xi) Any breakdown on the road or complaint must be registered with CAC on CAC toll free number

The Customer will keep the Vehicle in a healthy running condition and ensure that the Services are availed after the specified running of the Vehicle as required by TML from time to time.

If vehicle is misused by way of overloading beyond permissible/ agreed limits or vehicle is operated with adulterated fuels (the final decision on adulteration of fuel as governed by MICO policy will be applicable) or scheduled services are not availed, the AMC would be terminated with immediate effect without any prior notice. Any cost associated with failures on account of above would also be borne by the customer.

- 4. The repairs and maintenance services as mentioned above available under the AMC will be in addition to and will not derogate the benefits accrued to the customer under the Company's Warranty on the vehicle purchased by him.
- 5. AMC Services under this contract are offered to new vehicle only. The services under AMC are available for a defined period commencing from the _____ (contract start date) to the contract expiry date OR for _____ km (contracted kms) of running of the vehicle, whichever expires first.

At TML's discretion, AMC may be renewed year to year consecutively but not beyond 5 (five) years from month of manufacturing. It is expressly agreed and understood between the Parties that in case of renewal(s), the consecutive AMC(s) will be applicable only for the specified contract kms as may be selected by the Customer, however, the unexpired/unutilised contract kms of the preceding/expired AMC will not be included/carried forward in the renewed AMC, under any circumstances whatsoever.

AMC will be executed between TML and the owner of the vehicle as mentioned in the customer details in the attached CIF and supported by the records of the Road Transport Authority.

The Services will be rendered only during normal working days/hours of the Dealers and/ or TASS. The Dealer/TASS shall in its normal working hours render the Service as per the service schedule and the scope of repairs as mentioned in the annual maintenance booklet issued to the Customer on the execution of the AMC.

The Customer will carefully adhere to the scheme and the procedure of AMC set out in the AMC Booklet as also in the Operator's Service Book provided to him on the sale of the Vehicle and/or on the execution of the AMC, and ensure that there is no breach of any conditions mentioned there under.

It is expressly provided herein that in the event Customer avails of any services, which are excluded from the scope of the Services and not covered under the AMC, the customer shall have to pay the charges directly to the Dealer and/or TASS as may be applicable.

For availing services the Customer shall produce the Card at such service outlets on the Highways as specified by TML. It is specifically provided herein that if the Customer fails to produce the Card at the time of availing the Services from the Dealer and/ or TASS as the case may be, TML and/ or the Dealer and/ or TASS is not bound to render the Service for the Vehicle covered under the AMC

The Customer agrees that the AMC is valid for the Vehicle(s) covered under the AMC and arrangement is not transferable. If a Customer disposes of his/its vehicle, his/its AMC shall come to an end irrespective of the residual period applicable to AMC.

6. TML and/ or the Dealer(s) and/ or the TASS at the said specified service outlets render their performances with due care and diligence. During Services carried out on the Vehicle at the Dealer's and/ or TASS's workshop, as the case maybe, the Vehicle shall be attended to, driven and parked at the Customer's risk. Further, if there is any destruction of or damage to the vehicle (due to accident or otherwise and claims and consequences arising there from) or deterioration or diminution in its value due to negligent driving, improper maintenance or for any other cause or reason, TML will not have liability whatsoever there for and the Customer shall have no claim against either TML and/ or Dealer and/ or TASS, as the case maybe.
7. During the period of the AMC, TML and/ or Dealer and/ or TASS will not be responsible for any work undertaken by an unauthorized person or garage, about which the Dealer and/ or TASS, will inform the Customer immediately, upon such detection. TML shall have the discretion to terminate AMC in case the terms of AMC are likely to be affected due to such work undertaken by an unauthorized person or garage.
8. The Customer will not tamper with the Speedometer. If it is found that Hour meter/ Speedometer of the Vehicle has been tampered with or it has been a malfunctioning, the Dealer/TASS will be entitled to ascertain the actual kilometers run as nearly as possible, on the basis of such sources and data as the Log Sheets and the oil use. If any assistance of guidance is required about the verification as above, the Dealer/TASS may contact the Branch Office of TML. It is expressly provided herein that in the event the Dealer/TASS detects any tampering with the Hour meter/ Speedometer, the Dealer/TASS will be entitled to block rendering the Services to the Customer. Further, TML hereby authorizes the Dealer/TASS to confiscate the Card of the Customer where the Hour meter/ Speedometer has been tampered. It is expressly provided herein that TML may, at its sole discretion, terminate the AMC on detection of tampering with the Speedometer / Hourmeter. In the event of termination by TML, the Customer will be required to forthwith pay all the expenses incurred by TML towards rendering the Services on the Vehicle up to the point of termination or the monthly/quarterly/ half – yearly/ yearly installments up to and including the month of termination whichever is higher and a surcharge of five percent (5%) of the total amount payable to TML or Rs. 3000/= (Rupees Three Thousand only) whichever is higher, towards the administrative expenses involved) in respect of the un-expired part of the AMC.
9. On the basis of the assurance given by the Customer for complying with its obligations till the tenure of the AMC, TML has in good faith agreed to render the Services to the Customer. Any breach or non-fulfillment of any conditions by the Customer shall be considered a substantial breach of the AMC by the Customer. It is agreed that TML will be substantially damaged by the Customer's failure to fulfill its obligations under this Agreement and that, considering that precise damages are difficult to calculate, the Customer agrees to pay to TML as liquidated damages the amount as may be determined by TML from time to time. Without prejudice to TML's other rights and remedies, the Customer shall pay the amount of such loss or damage to TML without demur on demand failing which TML shall be entitled to appropriate the amount. In addition to liquidated damages as setout hereinabove, TML shall be entitled to recover from the Customer all expenses towards recovering the liquidated damages including all expenses incurred towards legal expenses including the attorney's fees.
10. TML will not be held liable for failure to render the Services in any event or circumstances beyond its reasonable control including but not limited to act

of God including but not limited to fire, flood, earthquake, windstorm or other natural disaster, war, invasion, act of foreign enemies, terrorism, hostilities whether war be declared or not, civil war, rebellion, or insurrection, strike, lockout, labour dispute, orders or restrictions imposed by Government or any other public authority such that it is impossible to perform the obligations under this Agreement, non-availability, shortage or delay in the supply of spare parts, major breakdown and/or destruction of Dealer's service stations and/ or TASS or any other cause or circumstances beyond the control of TML which prevents timely fulfillment of its obligation ('Force Majeure Events'). Any failure by TML to perform its obligations under this Agreement by reason of Force Majeure Events shall not be a breach of the AMC.

11. Payment Terms

Payment to TATA Motors Ltd will be made by the customer towards rendering services for the AMC vehicle as agreed mutually.

The Customer shall pay the total AMC Service Charges to TML by way of Demand Draft/ Cheque/ ECS for a sum equivalent to the invoiced contract value plus applicable taxes.

In case of cheque payment, the contract will be activated on realization of the cheque to company's account. In case of cheque being dishonored or otherwise not credited to the Company's account for whatsoever reason, the company will block AMC after 3 days and terminate after 15 days. All our Dealers /TASSs will be notified to discontinue AMC services. Such irregularities will be brought to the notice of the customer prior to taking termination action. In the event, the Customer avails any maintenance and/or repair services during such suspended/blocked period of AMC, the said services will not be covered under the AMC and the Customer shall pay the charges directly to the Dealer and/or TASS as may be applicable. However, the Company reserves the right, without prejudice to its legal rights, to continue with the AMC provided the customer makes the payment of the yearly amount, together with a service charge of Rs. 500/-, through a demand draft, drawn in favour of Tata Motors Ltd., payable at Mumbai.

Service Tax, Contract Tax, Value Add Tax, Goods & Service Tax or any other tax if levied during the period of this agreement shall be charged extra. Customer will pay the same as and when demanded by TML.

12. The Membership will not be transferable. If a Member disposes of his vehicle, his Membership shall come to an end. The residual period of the Membership, if any, will not pass to the subsequent buyer.

13. TML will not be liable for any death, bodily injury, or any consequential loss caused by the vehicle covered under AMC.

14. AMC Termination Clause

TML may withdraw the AMC scheme anytime but prospectively. It may also terminate the existing AMC's, with a prior notice of fifteen (15) days to the Customer(s) and by refunding to Customer the pro-rata AMC charges for the unexpired period of the AMC.

The Customer agrees that the AMC charges are not refundable under any circumstances, including the event of a Customer prematurely terminating the AMC. If the Customer wants to discontinue the AMC in any of the event, (1) Vehicle is disposed/transferred (2) Vehicle meets with an accident, the Customer will bear all expenses incurred by TML towards rendering the Services till the date of sale or accident, as the case may be and forthwith pay all the unpaid amount as may be notified by TML.

TML may terminate the existing AMC's on breach of any provision of this AMC by the Customer. The pro-rata refund, however, will not be applicable if the AMC is terminated by TML for any breach or default of the contract by the Customer.

However, it is expressly agreed and understood between the Parties that on termination of the Contract before the Term of the AMC for reasons not attributable to TML, the Customer will be required to forthwith pay all the expenses incurred by TML towards rendering the Services on the Vehicle up to the point of termination or the monthly/quarterly/ half – yearly/ yearly installments up to and including the month of termination whichever is higher and a surcharge of five percent (5%) of the amount to be payable to TML along with Rs. 3000/= (Rupees Three Thousand only) towards the administrative expenses involved) in respect of the un-expired part of the AMC.

AMC will stand terminated in case the vehicle under AMC is sold or meets with a major accident.

(i) In case the AMC covered Vehicle is sold, AMC will get, ipso facto, terminated. However, it is expressly agreed and understood between the Parties that on termination of the Contract before the contractual term of the AMC for reasons not attributable to TML, the Customer will be required to forthwith pay all the expenses incurred by TML towards rendering the Services on the Vehicle up to the point of termination or the yearly amount up to and including the month of termination whichever is higher and a surcharge of five percent (5%) of the amount to be payable to TML along with Rs. 3000 (Rupees Three Thousand only) towards the administrative expenses involved in respect of the un-expired part of the AMC. A copy of sale letter, delivery letter and duly filled up RTO Form No. 28, 29, 30 and a copy of ownership transfer on RC Book will be submitted as a proof of Sale of Vehicle.

(ii) In case an AMC covered Vehicle meets with a major accident, AMC will get, ipso facto, terminated. The Customer will inform forthwith to TML, in case the Vehicle meets with major accident during the AMC period. The Customer will be required to forthwith pay all the expenses incurred by TML towards rendering the Services on the Vehicle up to the point of accident or the yearly installments up to and including the month of accident whichever is higher and a surcharge of two percent (2%) of the total amount so payable to TML or Rs. 1500 (Rupees One Thousand Five Hundred only) towards the administrative expenses involved, whichever is higher, in respect of the un-expired part of the AMC. A copy of Police F.I.R. about the accident and survey report endorsed by Insurance Company will be submitted to TML within thirty (30) days of the accident. It is expressly provided herein that the AMC will be terminated with immediate effect from the date of accident.

15. In case the Customer does not inform TML about the disposal and/or transfer/or accident of the Vehicle as provided in clause above, TML will have a right to terminate the AMC forthwith without giving any further notice, irrespective of the residual period of AMC. TML shall be entitled for recovery of all the expenses incurred by TML towards rendering the Services on the Vehicle up to the point of accident and/or disposal and/or transfer, the yearly amount up to and including the month of accident and/or disposal and/or transfer, whichever is higher and a surcharge of two percent (2%) of the total amount so payable to TML or Rs. 1500 (Rupees One Thousand Five Hundred only) towards the administrative expenses involved, whichever is higher, in respect of the un-expired part of the AMC from the deposit paid by the Customer and for by filing recovery proceeding, if required.

In case a Vehicle covered under the AMC meets with a minor accident, TML may, at its sole discretion either suspend the Services or terminate the AMC. In the event the AMC is terminated, TML will refund to the Customer, the pro-rata AMC charges (after deducting Rs.3000/= (Rupees Three Thousand only) towards the administrative expenses involved) in respect of the un-expired period of the AMC. Such a refund, however, will not be granted; if there have been any prior-act of breach of AMC by the Customer, before the accident taking place.

However if the Customer desires, the Vehicle(s) can be re-inducted under AMC provided:

- (i) The Vehicle(s) are repaired/rectified at TML's designated authorized workshops at the cost of the Customer and to the complete satisfaction of Company.
- (ii) Insurance formalities, claims and settlement of accounts with the designated workshops in respect of accidental Vehicle will be the sole responsibility of the Customer. TML will not be responsible for the dispute arising from such repairs.
- (iii) On completion of work, the Vehicle(s) is/ are inspected by TML's Service Engineer and repairs carried out are up to his satisfaction. The decision of the Service Engineer of TML in this regard will be final.
- (iv) The expenses for any additional rectification work required to be carried out, as per the advice of Service Engineer, will be borne by the Customer and paid to Dealer / TASS directly.
- (v) Once the repairs are completed and the Vehicles are tested, AMC may, at the sole discretion of TML, resume even if the Vehicle has not been put into operation/use.
- (vi) TML may, at its sole discretion, levy additional administrative charges of Rs.1000/- for the re-inducted Vehicle.

16. The Company reserves its right to amend the scope and the terms of AMC any time, which, however, will not adversely affect the rights of the Members and the terms of the AMCs then existing.

17. The AMC is executed in Mumbai. In the event of any differences or disputes arising from the AMC, the parties hereby elect that the courts of Mumbai, to the exclusion of any other, will have the jurisdiction.

18. If the Customer has queries, concerns, comments or feedback regarding the AMC or the Services, then the Customer can contact TML at:

TATA Motors Ltd
Teen Hath Naka, Gyan Sadhana College Service Road
Thane (W) – 400 604. Tel.: 91 (22) 67927272
AMC Toll free No.: 18002582589
Email id: amccustomers@tatamotors.com

I/We have been explained the terms and conditions of the AMC by the dealer's representative and I/we agree to abide by the same.

I/we hereby confirm and authorize Tata Motors Limited to collect and use the data/information provided by me/ or collected as part of / or ancillary to providing the AMC services in accordance with the terms and conditions hereof. I/We hereby authorize Tata Motors Limited to use the information for any purpose including for sharing the information with it's dealer/affiliates or third parties as maybe necessary. In the event I wish to withdraw my consent I shall inform Tata Motors Limited in accordance with the notification process specified in the terms and conditions.

Customer Signature

**Tata Motors
 Authorized Signatory**

**Channel Partner
 Authorized Signatory**

Channel Partner's Seal

Date:

Location: