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Komatsu New Zealand - 'Fixed Priced Servicing' (Promotion)

Terms & Conditions:

- 1) Enter into a Komatsu Fixed Price Agreement and receive a free Komatsu merch gift pack which includes 1 x Komatsu branded cooler bag, stubby holder, water bottle and hat (**Offer 1**) and enter into more than five (5) separate Komatsu Fixed Price Agreement's and receive a free BBQ for your team (**Offer 2**) (collectively referred to as the '**Offers'**). Offer 1 is valued at NZD\$50 (excluding GST and delivery) and Offer 2 is valued at NZD\$300 (excluding GST and delivery).
- 2) These Offers only apply to Fixed Price Agreements entered into between 10 January 2022 to 30 June 2022 (**Offer Period**).
- 3) Offer 2 is only redeemable on one account per customer, any additional eligible orders made during the Offer Period will not be eligible to redeem Offer 2.
- 4) These Offers cannot be exchanged, transferred or redeemed for cash.
- 5) These Offers cannot be used in conjunction with any other offer or promotion including any customers with existing trade or loyalty agreements. These Offers are only available in New Zealand.
- 6) Komatsu reserves the right to vary or cancel these Offers at any time, without notice. These Offers are subject to availability. In the event that any part of the Offer becomes unavailable due to circumstances beyond Komatsu's reasonable control, Komatsu reserves the right to provide a similar product to the same or greater value as the original products or no products at all, subject to any applicable laws or written directions made under applicable legislation. Komatsu reserves the right to vary or cancel these Offers at any time in its absolute discretion, at any time without notice.
- 7) Individuals are not eligible for the Offers if they are a director, manager or employee of Komatsu, or an agency of Komatsu directly associated with the Offers, or if they are an immediate family member of such director, manager or employee.
- 8) Neither Komatsu, nor any other person or party associated with these Offers, shall be liable for any loss or damage whatsoever suffered (including but not limited to indirect or consequential loss) or personal injury suffered or sustained in connection with either participation in these Offers or with any of the benefits offered.
- 9) Komatsu New Zealand's 'Terms & Conditions Parts and Service' and 'Terms & conditions Sale and Service' apply to all sales, available at <u>Terms & Conditions Komatsu New Zealand</u>