

Komatsu New Zealand Limited – ‘Construction Airpoints Promotion’ (Promotion)

Terms & Conditions:

- (1) Purchase a selected Komatsu Excavator (PC88MR10, PC130-8, PC138US-8, PC138US-11, PC138USLC-11, PC170LC-11, PC200LC-8MO, PC210LC-11 or a PC210LCi-11) (**Eligible Order**) and receive one (1) x standard Komatsu quick hitch and 5000 Airpoints™ (**Offer**).
- (2) Offer applies to Eligible Orders made from 8 August 2022 to 31 October 2022 and delivered by 30 November 2022 (**Offer Period**).
- (3) The Offer is only redeemable on one (1) x Eligible Order per customer, any additional Eligible Orders made during the Offer Period will not be eligible to redeem the Offer.
- (4) The Offer is only applicable to purchasers who are Airpoints for Business Members, as provided by Air New Zealand Limited (NZBN: 9429040402543) (**Air NZ**). Join Airpoints for Business at www.airpoints.co.nz/business.
- (5) This Offer cannot be exchanged, transferred or redeemed for cash.
- (6) This Offer cannot be exchanged for any further discount. The Airpoints Dollars™ are not redeemable for cash and have no monetary value. Air NZ’s ‘Airpoints Terms and Conditions’ apply to all sales, available at <https://www.airnewzealand.co.nz/airpoints-terms-and-conditions>.
- (7) “Airpoints™” is the registered trademark for the loyalty programme operated by Air New Zealand. “Airpoints Dollar™” and “A” are registered trademarks for a form of reward offered to members of the Airpoints programme.
- (8) Please allow up to 60 days from date of purchase for transfer of Airpoints Dollars™. Airpoints for Business terms and conditions apply. Refer to <https://www.airnewzealand.co.nz/airpointsfor-business-terms-and-conditions> for full terms and conditions.
- (9) This offer does not apply to Komatsu Genuine Parts purchased or supplied under any of the following: loyalty incentive agreement; point of sale discount agreement; cash sales, consignment stock agreement; rebate agreement; fixed price agreement; parts by the hour agreement (**PBTH Agreement**); maintenance and repair contract (**MARC**); Complimentary Maintenance Agreement; global supply agreement for the purchase of earthmoving machinery parts (including a local supply agreement that is subject to a global agreement); or other arrangement (or combination of the above) providing for discounted pricing.

- (10) This Offer cannot be used in conjunction with any other offer or promotion and is only available in New Zealand.
- (11) Komatsu reserves the right to vary or cancel this Offer at any time, without notice. This Offer 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 this Offer at any time in its absolute discretion, at any time without notice.
- (12) Individuals are not eligible for the Offer if they are a director, manager or employee of Komatsu, or an agency of Komatsu directly associated with the Offer, or if they are an immediate family member of such director, manager or employee.
- (13) Neither Komatsu, nor any other person or party associated with this Offer, 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 this Offer or with any of the benefits offered.
- (14) Komatsu New Zealand's 'Terms & Conditions - Parts and Service' and 'Terms & conditions – Sale and Service' apply to all sales, available at <https://www.komatsu.co.nz/pages/terms-conditions>