



Master Agreement made and entered into by and between

KINTO South Africa (Proprietary) Limited
Registration Number: 2022/256006/07
("KINTO SA")

of

Physical / Business Address: Stand 1, Wesco Park, SANDTON, 2146

Postal Address: P.O. Box 481, BERGVLEI, 2012

E-mail: operations@kinto-mobility.co.za

and

Company Registration Number: _____

(Hereinafter referred to as "the Customer" or "you")

Of

Customer Physical Address	Customer Postal Address

Customer Telephone Number	Customer E-Mail Address
Primary:	

Represented By: _____

Who warrants he/she is duly authorised

Customer Initial:		Witness Initial:	
KINTO SA Initial		Witness Initial	

1. Introduction and incorporation of KINTO SA Master Terms

- 1.1. The Parties to this Agreement are as detailed on the covering page of this document (the “**Master Agreement**” or “**the Agreement**”).
- 1.2. The Master Agreement hereby incorporates the terms of the KINTO SA Master Terms (“the **KINTO SA Master Terms**”), which are available at <https://www.toyota.co.za/kinto/masterterms> or <https://www.lexus.co.za/kinto/masterterms> (whichever is applicable), which I/we have read and accept.
- 1.3. Terms defined in the KINTO SA Master Terms have the same meaning in this Master Agreement.
- 1.4. The Agreement comprises (i) the terms of this Master Agreement and (ii) the KINTO SA Master Terms (as well as all documents, Schedules and annexes incorporated into the KINTO SA Master Terms), and these are all collectively referred to as “the **Agreement**”, which I/we confirm that I/we have read and hereby accept.

Please read the terms and conditions of the Agreement carefully, including the terms in this Master Agreement and those in the KINTO SA Master Terms (available at <https://www.toyota.co.za/kinto/masterterms> or <https://www.lexus.co.za/kinto/masterterms>) (whichever is applicable). All of the provisions of the Agreement are important, but please pay special attention to the parts that are inside a box with bold writing. These parts highlight and contain information about clauses in the Agreement that have important consequences for the Customer (who is referred to as "you" in these boxes). They are only intended to bring such clauses to your attention, and to explain their fact, nature and effect. They are aids to understanding only and are not terms and conditions themselves. They do not limit the meaning or application of the relevant clauses, and do not apply only to the situations and examples described in the boxes or to similar situations or examples.

2. KINTO Protect Limited Liability:

- 2.1. The details concerning KINTO Protect (including the benefits of KINTO Protect) are set out below and in the KINTO SA Master Terms, available at: <https://www.toyota.co.za/kinto/kintoprotect> or <https://www.lexus.co.za/kinto/kintoprotect> (whichever is applicable).
- 2.2. Customer to elect to accept or decline the benefits of KINTO Protect by signing on one of the two blocks below:

<p>CUSTOMER TO SIGN HERE TO ACCEPT KINTO PROTECT BENEFITS</p> <p>2.3. The Customer hereby elects the benefits of KINTO Protect Limited Liability in terms of which the Customer shall only be liable to KINTO SA for the Indemnity Amount(s) on the occurrence of the types of loss and per incident as set out below, and are cumulative if more than one stated condition applies to an incident:</p> <p>2.3.1. Driver under 25 years of age: Indemnity Amount per Incident: R2,500 (Two thousand five hundred Rand);</p> <p>2.3.2. No third party involved (Single Vehicle Accident): Indemnity Amount per Incident: R2,500 (Two thousand five hundred Rand);</p> <p>2.3.3. Second Incident within 12 months - excluding windscreen repair incidents: Indemnity Amount per Incident: R2,500 (Two thousand five hundred Rand);</p>	<p>CUSTOMER TO SIGN HERE TO DECLINE KINTO PROTECT BENEFITS</p> <p>2.4. The Customer hereby declines the benefits of KINTO Protect Limited Liability and hereby elects to provide KINTO SA with an unlimited Indemnity against damage to or Total Loss of the Vehicle.</p> <p>Kinto Protect Declined:</p> <p>Signed: _____</p> <p style="text-align: center;">Duly Authorised Witness</p>
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Customer Initial:		Witness Initial:	
KINTO SA Initial		Witness Initial	

<p>2.3.4. The Customer furthermore acknowledges that, notwithstanding the election made in terms of clause 2, the Limited Liability benefits of KINTO Protect will not apply in the event that the loss, damage or destruction of the Vehicle is a result of the operation of the Vehicle by any driver under the influence of alcohol or prohibited substance, without the Customer's authorisation or valid driving licence, outside the RSA or under circumstances or usage not permitted in terms of this Agreement or by law.</p> <p>Kinto Protect Accepted:</p> <p>Signed: _____ Duly Authorised Witness</p>	
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This clause 2 is important because you take on risk, legal responsibilities and liability. As a result of this clause, you may also be responsible for claims and other amounts. You will also be responsible for, and you accept, various risks, damages, harm, and injury which may be suffered by you and others for what is stated in this clause. In addition, they limit and exclude obligations, liabilities and legal responsibilities that we and other persons or entities may otherwise have to you. As a result of this clause, your rights and/or remedies against us and these other persons and entities are limited and excluded. This clause also limits and excludes your right to recover or make claims for losses, damages, liability or harm you or others may suffer.

3. Execution

3.1. The Agreement is executed by the Parties as evidenced by their signatures hereto.

Signed by or on behalf of the Customer at: _____ on this ____ day of _____ 20____
Customer Authorised Signature: _____ (Who warrants that he/she is duly authorised)
Authorised Signatory Name: _____
Authorised Signatory Designation: _____
Witness Signature: _____
Witness Name: _____

Signed by or on behalf of KINTO SA (Pty) Ltd at: _____ on this ____ day of _____ 20____
KINTO SA Authorised Signature: _____ (Who warrants that he/she is duly authorised)
Authorised Signatory Name: _____
Authorised Signatory Designation: _____
Dealership Name: _____
Witness Signature: _____
Witness Name: _____

ANNEXURE 1. PAYMENT PREFERENCE MANDATE - DEBIT ORDER OR EFT

(CUSTOMER TO SELECT EITHER DEBIT ORDER OR EFT, SIGN THE SELECTED MANDATE PAGE AND COMPLETE THE BANKING DETAILS – ONLY ONE PAYMENT PREFERENCE TO BE COMPLETED)

1. DEBIT ORDER MANDATE

Accepted <input type="checkbox"/>		
Signed: _____ Duly authorised	Witness: _____	

- 1.1** Unless otherwise agreed, the first payment for the pro rata amount of the Monthly Rental from Delivery Date until the last day of the month of Delivery shall take place by way of Debit Order on the same day or next business day following Delivery of the Vehicle.
- 1.2** Monthly Rentals are due by Debit Order in advance on the 1st day of each subsequent month. Debit Orders are subject to a tracking service.
- 1.3** To ensure adherence to the advance payment terms stipulated in the Agreement, in some instances depending on the Delivery Date in relation to the mandated collection date, being the first business day of each month, the pro rata collection and the first full Monthly Rental collection could occur on the same day or within the same month.
- 1.4** The last rental collection shall take place on the 1st day of the month of Contract Expiry, subject to return of the vehicle on due date.
- 1.5** All amounts due by you in terms of the KINTO SA Master Terms will be collected from you by Debit Order from the following bank account:

Bank Name	
Branch Code	
Account Holder Name	
Account Number	

The following narration will appear on your bank statement: KINTOSA-DO

This Annexure 1 is important because you take on risk, legal responsibilities and liability. As a result of this clause, you may also be responsible for claims and other amounts. You will also be responsible for, and you accept, various risks, damages, harm, and injury which may be suffered by you and others for what is stated in this clause.

Customer Initial:		Witness Initial:	
KINTO SA Initial		Witness Initial	

ANNEXURE 1. PAYMENT PREFERENCE MANDATE - DEBIT ORDER OR EFT (Continued)

(CUSTOMER TO SELECT EITHER DEBIT ORDER OR EFT, SIGN THE SELECTED MANDATE PAGE AND COMPLETE THE BANKING DETAILS – ONLY ONE PAYMENT PREFERENCE TO BE COMPLETED)

2. EFT (ELECTRONIC FUNDS TRANSFER) MANDATE

Accepted <input type="checkbox"/>	
Signed: _____ Duly authorised	Witness: _____

- 2.1** Unless otherwise agreed, the first payment for the pro rata amount of the Monthly Rental from Delivery Date until the last day of the month of Delivery shall take place by way of EFT on the same day or next business day following Delivery of the Vehicle.
- 2.2** Monthly Rentals are due by EFT in advance on the 1st day of each subsequent month.
- 2.3** To ensure adherence to the advance payment terms stipulated in the Agreement, in some instances depending on the Delivery Date in relation to the due payment date, being the first business day of each month, the pro rata amount and the first full Monthly Rental payment could occur on the same day or within the same month.
- 2.4** The last rental payment shall take place on the 1st day of the month of Contract Expiry, subject to return of the vehicle on due date.
- 2.5** Any other fees due by you in terms of the KINTO SA Master Terms will be collected from you by EFT.
- 2.6** All EFT payments must be paid to the following account:

Bank Name	STANDARD BANK OF SOUTH AFRICA LIMITED
Branch Code	051001
Account Holder Name	KINTO SA EFT In
Account Number	241346126
Beneficiary Reference	(Customer to insert their KINTO Customer Account Number or the KINTO invoice number in this field when making payment)

This Annexure 1 is important because you take on risk, legal responsibilities and liability. As a result of this clause, you may also be responsible for claims and other amounts. You will also be responsible for, and you accept, various risks, damages, harm, and injury which may be suffered by you and others for what is stated in this clause.

Customer Initial:		Witness Initial:	
KINTO SA Initial		Witness Initial	