

eCommerce: Terms & Conditions of Use

Komatsu South Africa

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1. INFORMATION ON THIS SITE

- 1.1 The site and the content on the site are subject to copyright, trademarks, and other intellectual property rights. These rights are owned by or licensed to Komatsu.
- 1.2 You must not reproduce, transmit, communicate, adapt, distribute, sell, modify, publish, or otherwise use any of the material on the site, including audio and video excerpts, except as permitted by statute or with Komatsu's prior written consent.
- 1.3 Due to photographic and screen limitations associated with the representation of the goods, some actual goods may differ in visual appearance from the way they appear on the site.

2. COOKIES

- 2.1 Cookies are to enable Komatsu to retrieve user details for each visit.
- 2.2 They are used in our site to enable the functionality of certain sections and improve the ease of use for those visiting the site.
- 2.3 Our affiliate/advertising partners may also use cookies.

3. **DEFINITIONS**

- a) **Account** refers to the account that a customer (or a user authorised by the customer) will need to register on the site to submit an order on the website.
- b) **Agreement** refers to the agreement between Komatsu and a customer for the supply of the goods.
- c) **Business day** refers to any day between Monday and Friday within our standard operating business hours of which Saturday, Sunday, or any official RSA public holiday is excluded.
- d) **Confirmation of order** means Komatsu's email to you, indicating your order has been accepted and defines your unique order number.
- e) **Customer** refers to the entity that is accessing the online website site for the purchase of goods.
- f) **Delivery** refers to either collection (click & collect at Komatsu's Parts Distribution Centre) or actual shipment of an order to the delivery address (see below) defined by the customer.
- g) **Delivery Address** refers to the address nominated by the customer (or the user authorised by the customer) for the goods to be delivered.
- h) **Goods** refers to the parts, components or products ordered on the website.
- i) **Komatsu Standard Account** refers to a cash account registered on the website with which to purchase goods on the website at a discounted rate.
- j) **Komatsu Premium Account** refers to a credit account with 30-day payment terms which is linked to an existing account opened via a branch. This account includes additional functions on the website along with the ability to purchase goods at a discounted rate.
- k) **Order** refers to the basket of items submitted by the customer via the checkout process on the website, where an order confirmation email has been received.
- l) **Seller** refers to the entity making the sale to the customer: Komatsu South Africa (Pty) Ltd (2013/168336/07).
- m) **Site/Website** refers to the online platform that is used for the purchase of goods, located at: <https://komatsupartsonline.co.za/>

4. **ACCESS AND USE OF THE SITE**

- 4.1 You must only use the site in accordance with these Terms of Use and any applicable law. You will be bound by these Terms of Use each time you submit an Order. Each Order you place will be a separate contract between you and Komatsu for the supply of Goods.
- 4.2 To place Orders and access some features of the site, you must register an online account with Komatsu. To register an Account, you must:
 - (a) Provide accurate and current personal information including your name, physical address, valid email address; and

(b) be at least 18 years old and have the capacity to enter into a legally binding agreement with the seller.

(c) not interfere (or attempt to interfere) with security-related or any other features of the site.

- 4.3 You are solely responsible for the activity that occurs on the registered Account (including Orders placed using your Account), and you must keep the Account password secure. The seller is not responsible for any unauthorized activity on your Account if you fail to keep your Account login information secure. The seller may refer fraudulent, abusive, or illegal activity to the relevant authorities.
- 4.4 If you wish to have additional users make use of the registered account, they may do so at your discretion, where additional users with their own passwords can be registered. The seller is not responsible for the users with access to your specific account. If you suspect or become aware of any unauthorized use of your Account or if your password is no longer secure, you must notify the seller immediately and take immediate steps to re-secure your Account (including changing your password).
- 4.5 The seller does not warrant that the site will be available at all times and without disruption and provides no warranties in relation to the content of any other website linked to or from the site.
- 4.6 You must not link to the site or any part of the site in a way that damages or takes advantage of the seller's reputation, including but not limited to:
- (a) in a way to suggest or imply that you have any kind of association and affiliation with Komatsu, or approval and endorsement from Komatsu when there is none; or
 - (b) in a way that is illegal or unfair.

5. ORDERING AND CONFIRMATION

- 5.1 When making an order, you must follow the instructions on the site as to how to place an order and to modify the order prior to submitting it.
- 5.2 When submitting an order to this website, you agree to the terms and conditions as of the current date you submit the order. We reserve the right to change the terms and conditions from time to time and it is your responsibility to review the latest version each time you submit an order.
- 5.3 When you place an order, you will receive an Order Confirmation email. This email will only be an acknowledgment and will not constitute acceptance of your order. Komatsu is not obliged to supply the goods to you until it has accepted your order. Order acceptance is indicated by the shipping confirmation email sent to you from our Courier partner or in the case of click and collect, the email notifying you that your order is ready for collection at our Parts Distribution Centre. Komatsu may in its discretion refuse to accept an order from you for any reason, including but not limited to unavailability of stock. In which case your account will be credited with a voucher that can be used for future purchases.

5.4 You consent to Komatsu contacting you, using the personal information provided on the order, to notify you of your order updates by email or SMS.

6. PRICE AND PAYMENT

6.1 When you place an order, you agree to pay the price and any applicable delivery fee.

6.2 All prices are in South African Rands (ZAR) and inclusive of VAT.

6.3 Komatsu reserves the right to change or alter prices without notice to you. If you have already submitted an order at a particular price, Komatsu will supply your goods at that price.

7. DELIVERY

7.1 Komatsu will do its best to deliver the Goods within the time indicated by us at the time of your order, but Komatsu does not guarantee any firm delivery dates.

7.2 You will be required to sign for your delivery. If there is no one to accept the delivery, the courier will leave a "Sorry we missed you" card or similar notice. You will be required to contact the delivery partner for another delivery.

7.3 If the delivery or collection is delayed for more than two weeks through an act or omission on your part, then Komatsu may (without affecting any other right or remedy available to it) do either or both of the following:

(a) charge you for its reasonable storage fees and other costs reasonably incurred or

(b) no longer make the goods available for delivery or collection and notify you that Komatsu is cancelling the applicable order. In which case Komatsu will process a credit by means of a voucher that you may use on your next purchase, less reasonable administration charges (including for attempting to deliver and then returning the goods, and any storage fees as provided for above).

7.4 You must be careful when opening your packaging containing the products, so as not to damage the parts.

7.5 If you place consecutive or separate orders, Komatsu will not consolidate your orders. A separate delivery fee, if applicable will apply to each order.

7.6 Should any of the parts from the order weigh more than 40kg, you will be required to offload the item yourself from the delivery vehicle.

7.7 All orders with a minimum cart value of R5 000.00 (excluding VAT) in a single transaction will qualify for free delivery.

8. CANCELLATION, RETURNS AND REFUNDS

8.1 No cancellations or changes of orders will be accepted, and the goods will be delivered to the delivery address as stipulated within the entry fields input by you. You should carefully check that all details pertaining to your order requirement are accurate before you check out and submit the order.

8.2 If you wish to return the goods purchased online, please contact us immediately and we will advise the return process to follow.

8.2.1 Requirements for a parts return include:

8.2.1.1 Copy of the Tax Invoice

8.2.1.2 Parts are to be in a re-sellable condition

8.2.1.3 The original packaging

8.3 You can return the parts to various Komatsu branches as listed on the website:

<https://komatsupartsonline.co.za/branch-locator>

8.4 Part returns are subject to physical inspection of the items

8.5 Komatsu is not obliged to accept online purchased part returns after 14 days from date of delivery/collection.

8.6 Note certain parts cannot be accepted for return. These include wear parts, electrical parts, filters, oils and lubricants that have been used.

8.7 **No electronic or cash refunds** will be provided. However, a voucher will be issued for use on your next online purchase. The delivery fee will not be refunded.

9. DEFECTIVE GOODS

9.1 If you have received goods that are defective, please contact us immediately and we will advise the return process to follow in order to resolve the problem as soon as possible.

9.2 You will be required to submit:

- a) Reasonable details on how the part is damaged and/or defective,
- b) The delivery note, tax invoice and other such information as may be required from Komatsu pertaining to your order
- c) Original packaging provided with the goods

9.3 If the goods are confirmed by Komatsu to be defective, Komatsu will replace the defective parts in accordance with the terms and conditions of the Komatsu Parts Warranty.

10. GENERAL

10.1 All the part return correspondence shall be address by electronic mail to the email address on the contact page of this website.

10.2 Stock availability: Please note that not all parts sold by Komatsu are listed on the website.

Furthermore, stock availability displayed on the website represents stock available in the Parts Distribution Centre in Johannesburg only. The website does not indicate stock availability at the various Komatsu branches.