



Komatsu South Africa (Pty) Ltd

CUSTOMER INFORMATION FORM AND ACCEPTANCE OF TERMS AND CONDITIONS

1.Trading name of business / Name of customer ("Customer")					
2.Registered name of business					
3.Previous trading/registered names					
4.Incorporated form of business			Reg. number of incorporation / ID No. of Customer		
5.VAT registration number (attach certificate)			Date of establishment of business		
6.Registered name of holding company					
7.Names of subsidiary and associate companies					
8.Business activities					
9.Physical address			E mail		
10.Are deliveries to be made to this address? If not, then where?					
11.Postal address			Code		
12.Are invoices to be sent to this postal address? If not, then where?					
13.Registered address			Code		
14.Telephone area code & no. ()			Fax area & no. ()		
15.Premises ☐ owned or ☐ leased ? (mark with an "X") Name of landlord:					
16.Postal address of landlord			Code		
17.Details of ☐ Proprietors ☐ Directors ☐ Members ☐ Partners (mark with an "X")					
18.Full name			ID No. (or date of birth)		
19.Residential address			% Shareholding /Interest		
20.Full name			ID No. (or date of birth)		
21.Residential address			% Shareholding /Interest		
22.How long has the proprietor(s) owned the business?					
23.Auditors / Financial officer's name			Tel area code & no ()		
24.Banker's details: Institution			Branch	Date opened	
25.Account name			Account number	On EFT?	
26.Trade Reference 1: Name			Tel ()		
27.Address			Limit R		
28.Trade Reference 2: Name			Tel ()		
29.Address			Limit R		
30.Trade Reference 3: Name			Tel ()		
31.Address			Limit R		
32.Trade Reference 4: Name			Tel ()		
33.Address			Limit R		
34.List all sureties, cession of debtors, notarial bonds, factoring & judgements					
35.List all liquidations, sequestrations against the business or its principals					
36.Has Customer ever been insolvent or offered a compromise to its creditors? (mark with an "X")		Yes		No	If yes, details:
37.Can the latest audited Financial Statements be made available?				What year?	
38.Annual turnover or asset value as at year end is more than R 1 million (mark with an "X")		Yes		No	If no, details:
39.Annual turnover or asset value as at year end is more than R 2 million (mark with an "X")		Yes		No	If no, details:
40.Account contact person: Name		Tel ()		E mail	
41.Order numbers used?					
The Customer hereby declares that all information provided by the Customer is accurate, complete and in an instance where the Personal Information of another person is provided to Komatsu, that the Customer will have the consent of such person to give Komatsu that information. The Customer further undertakes to notify Komatsu in writing of any changes of details shown above including change of ownership, name and address.					
The Customer acknowledges that the information provided in this Customer Information Form may be considered "Personal Information" in terms of the Protection of Personal Information Act, No 4 of 2013 ("POPI") and will be protected under the POPIA and the NCA (where applicable). Komatsu will process Personal Information in accordance with the Komatsu Privacy Policy available at [INSERT LINK]. The Customer expressly consents to Komatsu collecting and processing its Personal Information for the purposes of assessing and vetting the Customer's application and in relation to concluding and/or fulfilling its obligations under the Standard Terms and Conditions.					
The Customer hereby consents to Komatsu making worldwide transfers of the Customer's Personal Information on Komatsu's corporate systems, to other entities, agents or subcontractors in Komatsu's group, or to other relevant business partners, including without limitation, agents, distributors and third parties who may have incidental access to Personal Information, all of which will be subject to binding agreements and/or corporate rules that offer the same standard of protection as provided for in terms of the POPIA.					



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I/We hereby consent to Komatsu making enquires in its sole discretion as it may deem necessary, relating to the Customer's credit record and trade references with any credit agency or any third party. Komatsu may likewise provide reference agencies with updates regarding the Customer's account and including, if the occasion arises, any failure by the Customer to meet any agreed terms and conditions of payment.

To the extent that Komatsu has agreed to grant the Customer **Extended Payment Terms**, it is hereby recorded that –

- (i) such Extended Payment Term shall be a **maximum of 30 days nett**, calculated from the date of the relevant statement received by the Customer from Komatsu; and
- (ii) the maximum monetary value the Customer may accumulate under the Extended Payment Term is R

SURETYSHIP: (your notice is specifically drawn to the fact that personal surety is required for purposes of the Standard Terms and Conditions attached to this Customer Information Form (i) where the Customer is granted Extended Payment Terms in accordance herewith and/or (ii) where Komatsu requires that personal surety be provided)

Name of surety:	Capacity:
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Signature:	Witness signature:
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I/We as surety do hereby accept the terms and conditions as set out below, which conditions I/we acknowledge having read and understood and agree will be applicable to all contracts for the purchase of goods from Komatsu.

If the Customer is a company or corporation, or if the signatory signs in any representative capacity, the signatory (and the other person signing above/below at the place indicated, if applicable) by their signatures hereto bind themselves jointly and severally *in solidum* as sureties for and co-principal debtors with the Customer for the due and punctual compliance by the Customer of all its obligations to Komatsu under this Customer Information Form and the Standard Terms and Conditions attached to this Customer Information Form and renounces all benefits from the legal exceptions of no cause of debt (*non causa debiti*), no value received (*non numeratae pecuniae*), simultaneous citation and division of debt (*de duobus vel pluribus reis debendi*), error in calculation (*errore calculi*), revision of accounts, *beneficium ordinis seu excussionis* (which would require Komatsu to proceed against the Customer prior to proceeding against any surety) and *beneficium divisionis* where there is more than one surety (which would require Komatsu to proceed against each surety for their pro rata portion and not against any one surety for the entire debit owing), insofar as they or any of them may be applicable, with the full force and effect of which such surety/ies declare/s to be fully acquainted with.

I as surety declare and warrant that my marriage status is as follows (mark with an "X"):

Unmarried		out of community of property (antenuptial contract)		in community of property (if this, then spouse has to complete the section below)	
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Where surety is married in community of property:

I, _____, being the spouse of the surety, hereby consent to his/her entering into this suretyship.

Spouse signature:

ACCEPTANCE OF TERMS AND CONDITIONS BY THE CUSTOMER:

By signing below, the Customer hereby accepts the Standard Conditions of Agreement attached hereto which Standard Conditions of Agreement the Customer acknowledges having read and understood and agrees will be applicable to all contracts for the purchase of goods from Komatsu.

Your notice is specifically drawn to the fact that, where the Customer is a company, Komatsu requires that a copy of the authorising resolution of the Customer authorising and approving its signature of the Standard Terms and Conditions of Agreement attached hereto be provided to Komatsu by the Customer upon such signature.

Signed:	Place:	Date:
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Printed name(s):	Corporate designation of signatory:
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