Master Rental Agreement
(WITH OWNERSHIP/WITHOUT OWNERSHIP[1])

made and entered into by and between

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

(Hereinafter referred to as "KINTO")

Of

Physical / Business Address: STAND 1, WESCO PARK, SANDTON, 2146
Postal Address: P.O. BOX 481, BERGVLEI, 2012

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

And the Customer

____

Company / CC / Trust / 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:	
Customer VAT Registration Number:	

Represented By: ____
Who warrants he/she is duly authorised

A. *Introduction and incorporation of KINTO Master Terms*

A.1. The Parties to this Agreement are as detailed on the covering page of this document (the "**Master Agreement**").

A.2. This Master Agreement hereby incorporates the terms of the KINTO SA Master Terms, as at the signature date of this Contract Details Document, which are available at https://www.toyota.co.za/masterterms or https://www.lexus.co.za/masterterms (whichever is applicable) and a copy of which has been provided by KINTO SA to the Customer (the "**KINTO Master Terms**"). Terms defined in the KINTO Master Terms have the same meaning in this Contract Details Document.

A.3. The Master Agreement comprises (i) the terms of this Master Agreement and (ii) the KINTO Master Terms and all annexures thereto ("the **Agreement**") The Agreement regulates all documents, Schedules entered into pursuant to the Agreement), and these are all collectively referred to as the "**Transaction Documents**".

A.4. Terms defined in the KINTO Master Terms have the same meaning in this Master Agreement.

I/We, confirm that I/We have read the Agreement, which are hereby accepted in full without alteration.

Customer Signature **Acknowledgement of Reading and Acceptance hereof**	Witness Signature

B. *Ownership and Usage*

B.1. Customer shall not acquire any right, title, or interest in or to any Vehicle, except as is provided in this Agreement or any other Transaction Document.

B.2. KINTO shall always remain the Title Holder of the Vehicles and the Customer shall not prejudice ownership by KINTO in any way whatsoever.

B.3. Customer may not dispose, sell, lease, lend, pledge or otherwise alienate or encumber any Vehicle;

B.4. Customer must ensure that no right, title or interest is disposed of, hypothecated or given as Security in any form to any person and upon the termination of each Vehicle's Contract, must be returned to KINTO in the condition of Fair Wear and Tear.

B.5. Customer may not remove any Vehicle from South Africa without an authorised "Border Letter" issued by KINTO detailing the country or countries to be visited and the applicable dates of such visits, which may be denied in KINTO's absolute discretion.

B.6. **Breach of this stipulation shall constitute an Event of Default**.

Customer Initial	KINTO Initial

C. ***KINTO Protect:***

C.1. The details concerning KINTO Protect are set out i) in this clause C; ii) in the KINTO Master Terms; and iii) in Annexure 1 to the KINTO Master Terms, all of which comprise the terms and conditions applicable to KINTO Protect (collectively "**the KINTO Protect Terms and Conditions**").

C.2. A Customer may elect KINTO Protect, or may elect to decline KINTO Protect, by signature in either clause C.21 or clause C.23 respectively below.

C.3. If KINTO Protect is selected, the Vehicle is insured by KINTO as the owner of the Vehicle in terms of a policy of insurance, of which KINTO is the policyholder and sole beneficiary ("**the KINTO Policy**"). If KINTO Protect is not selected, the Customer must insure the Vehicle in accordance with the KINTO Master Terms.

C.4. KINTO reserves the right to reject a Customer's election of including KINTO Protect either for certain categories of Customers and/or Vehicles, in its sole and unfettered discretion.

C.5. In the event that KINTO elects not to insure or maintain the insurance of any Vehicle under the KINTO Policy for whatsoever reason, the Customer shall not be entitled to elect the inclusion of KINTO Protect, and will in such instance bear the full liability for all costs of repair and/or replacement of the Vehicle in the event of loss, damage or Total Loss of a Vehicle equal to the Liability Charge. The choice of whether or not to include a Vehicle on the KINTO Policy remains the sole discretion of KINTO.

C.6. The benefits of KINTO Protect are set out below.

In the event that a Customer elects KINTO Protect the following terms and conditions apply:

C.7. The Vehicle will, in such case, be covered in terms of the KINTO Policy, subject to the rights of KINTO as set out in clause C.3 and C.5 above, and subject at all times to the KINTO Protect Terms and Conditions.

C.8. The Customer shall take all reasonable steps and precautions to prevent accidents and losses in respect of the Vehicle including, but not limited to ensuring i) compliance with and adherence to laws and regulations applicable to the Customer and the use of the Vehicle pursuant to the terms of the Agreement; and ii) compliance with the KINTO Protect Terms and Conditions and the terms and conditions of the Agreement. Non-compliance may lead to the rejection and/or forfeiture of benefits in terms of KINTO Protect and/or Liability for the Customer, in which event the full Liability Charge becomes payable by the Customer to KINTO on demand in the event of accidents and losses in respect of the Vehicle.

C.9. The benefits of KINTO Protect apply only to accidents and incidents which occur within the RSA, and the Customer is obligated to arrange the comprehensive insurance that is required for travel to other countries.

C.10. In the event that a claim under the KINTO Policy, in respect of a Vehicle used by a Customer who elected KINTO Protect, is repudiated and/or rejected for any reason other than due to a default by KINTO in terms of the KINTO Policy, the benefits of KINTO Protect shall similarly be forfeited and KINTO shall be entitled to recover the full Liability Charge from the Customer to cover the cost, loss and/or damage of the repair and/or replacement of the Vehicle.

C.11. In the event of an accident or damage(s) to, or Total Loss of a Vehicle in respect of which KINTO Protect was elected, and provided that the claim for benefits is accepted by the underwriter of the KINTO Policy, the Customer shall be liable to KINTO for all excess payments which become payable by KINTO in terms of the KINTO Protect Policy, which amounts are specified below as the "**Excess Payment(s)**".

C.12. In the event that a Customer sub-rents a Vehicle(s) to third parties, the benefits of KINTO Protect will immediately be forfeited irrespective of the Customer's election to include KINTO Protect, and the cost of any loss and/or damage of the repair and/or replacement of the Vehicle or Total Loss of a Vehicle will be the liability of the Customer, who will be fully liable to KINTO for the payment of the Liability Charge on demand.

C.13. In the event of any incident, accident, theft, hijacking or Total Loss of the Vehicle, the Customer is obligated to provide all support, documents and evidence as may be required by KINTO within 10 (ten) days from the date of the incident, accident, theft, hijacking or Total Loss of the Vehicle, failing which KINTO has the right to recover the cost of the repair and/or replacement of the Vehicle from the Customer to the value of the Liability Charge or in the case of Total Loss, KINTO has the right to recover the Liability Charge.

C.14. A copy of the South African Police Service (SAPS) Case documents as well as the SAPS Case Number must be submitted to KINTO Protect's claims department in the event of any incident, accident, theft, hijacking or Total Loss of the Vehicle.

C.15. Damage, loss or destruction to any Customer Accessories shall be the sole liability of the Customer who is liable for the full costs of the repair and/or replacement of such items.

C.16. Notwithstanding the election made in terms of clause C.2, the 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 of the Vehicle under the influence of alcohol or prohibited substance, without the Customer's authorisation, and valid driving licence, outside the RSA or under circumstances or usage not permitted in terms of this Agreement or by law.

In the event that a Customer does not elect to include KINTO Protect, the following terms and conditions apply:

C.17. in the event of a Total Loss of the Vehicle, the Customer shall continue to pay the Monthly Rentals until such time as full payment for the Settlement Value of the Vehicle is paid to KINTO; and

C.18. in the event that the Vehicle is not a Total Loss, the Customer shall ensure that the Vehicle is repaired in accordance with the requirements of KINTO..

C.19. The Customer must provide security and/or suretyship, to the satisfaction of KINTO, in respect of the liability of the Customer as set out in C.17 above.

C.20. In the event of any incident, accident, theft, hijacking or Total Loss of the Vehicle, the Customer is obligated to notify KINTO within 10 (ten) days from the date of the incident, accident, theft, hijacking or Total Loss of the Vehicle and provide copies of the South African Police Service (SAPS) Case documents as well as the SAPS Case Number.

Customer to elect to accept or decline the benefits of KINTO Protect by signing in only one of the two blocks below.

CUSTOMER TO SIGN HERE TO ACCEPT KINTO PROTECT BENEFITS

C.21. The Customer hereby elects the benefits of KINTO Protect.

C.22. On acceptance by KINTO Protect of a claim, the Customer shall only be liable to KINTO for the Excess Payment(s) on the occurrence of the types of loss and per incident as set out below, which excesses are cumulative if more than one stated condition applies to an incident:

1. **Driver under 25 years of age**: Excess Payment per incident: R5,500 (Five thousand five hundred Rand);
2. **No third party involved (Single Vehicle Accident)**: Excess Payment per Incident: R5,500 (Five thousand five hundred Rand);
3. **Second Incident within 12 months** - excluding windscreen repair incidents: Excess Payment per incident: R5,500 (Five thousand five hundred Rand).

Benefits of Kinto Protect Accepted:

Signed: ____________________ ____________________

Duly Authorised Witness

OR

CUSTOMER TO SIGN HERE TO DECLINE KINTO PROTECT BENEFITS

C.23. The Customer hereby declines the benefits of KINTO Protect and hereby provides KINTO with an unlimited indemnity against all costs, losses and/or damage to or Total Loss of the Vehicle equivalent to the Liability Charge.

Benefits of Kinto Protect Declined:

Signed: ____________________ ____________________

Duly Authorised Witness

D. ***Application of the National Credit Act***

D.1. The National Credit Act (NCA) governs the credit industry, including the rights and responsibilities of consumers and credit providers. Kinto South Africa (Proprietary) Limited, Company Registration Number 2022/256006/07, reserve their rights to list any Party that defaults on their payments after complying with Section 72 of the NCA.

E. ***[Suretyship / Security***

E.1. The following security and/or suretyship is required by KINTO:

1. a Suretyship by [insert] in terms of which [insert] binds itself as surety and co-principal debt for the obligations of the Customer under the Agreement.

Execution

E.2. The Agreement is executed by the Parties as evidenced by their signatures hereto.

E.3. The Customer by its signature confirms it has read and understood the Agreement including the KINTO Master Terms and its annexures.

<table>
<tr><td>Signed for and on behalf of the CUSTOMER

at: ________________________ on this _____ day of

______________________ , 202___</td><td>Signed for and on behalf of KINTO

at: ________________________ on this _____ day of

______________________ , 202___</td></tr>
<tr><td>CUSTOMER Signature:
(Who warrants that he/she is duly authorised)
Authorised Signatory Name:

Authorised Signatory Designation:</td><td>KINTO Signature:
(Who warrants that he/she is duly authorised)
Authorised Signatory Name:

Authorised Signatory Designation:
Dealership:</td></tr>
<tr><td>Witness Signature:

Witness Name:</td><td>Witness Signature:

Witness Name:</td></tr>
</table>

ANNEXURE 1

DEBIT ORDER MANDATE – BUSINESS ENTITIES ONLY

CUSTOMER TO SIGN THIS MANDATE PAGE AND COMPLETE THE BANKING DETAILS

1. The collection of 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.

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.

3. If the 1st is a weekend, public holiday, or day on which the South African commercial banks are closed, the collection shall take place on the next Business Day.

4. 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.

5. 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. A full month rental will be deducted, even if the lease ends **during** the month. A refund will be processed once the vehicle has been returned.

6. I/We agree that KINTO shall be entitled to charge an administration fee in the event of an unpaid or returned debit order to cover bank charges, processing, resubmission and/or alternative collection costs.

7. In the event that a Debit Order collection is unpaid, dishonoured or otherwise fails, I/We authorise KINTO to resubmit the amount for collection as it sees fit.

8. I/We agree that all amounts due to KINTO in terms of the KINTO Master Terms may be collected by KINTO by Debit Order from the following bank account:

Bank Name	
Branch Code	
Account Holder Name	
Account Number	

9. I/We undertake to immediately advise KINTO of any changes in my/our bank account.

DEBIT ORDER MANDATE: ACCEPTANCE OF TERMS & CONDITIONS THEREOF

Debit Order Mandate Accepted

____
Signed
Duly Authorised

____
Signed Witness
Witness Name: ____________________