

These General Terms and Conditions – Sales of Motorsport Cars - (hereinafter referred to as "**GTC Car Sales**") shall apply only to the sale of motorsport cars (hereinafter referred to as "**Product**" or "**Car**") by TOYOTA GAZOO Racing Europe GmbH – business address Toyota Allee 7, 50858 Cologne – (hereinafter referred to as "**TGR-E**") to third parties (hereinafter referred to as "**Customer**" or "**Customers**").

## 1. Delivery; Transfer of Risk, Transport

- 1.1 Delivery of the Cars shall require Customer's proper fulfillment of any and all obligations in due time – in particular, the payment of the purchase price. Unless otherwise agreed, the Car shall be handed over to Customer at the registered office of TGR-E.
- 1.2 The delivery date specified in the offer shall be non-binding.

## 2. Retention of Title

- 2.1 TGR-E shall retain the title to the Car and to the optionally supplied accessories until payment in full has been received.
- 2.2 Customer must treat the Product with reasonable care, maintain appropriate insurance for the Product and provide maintenance for and keep the Product in good condition as necessary, until property to the Product has passed on to Customer.
- 2.3 As long as the purchase price has not been paid in full, Customer must immediately notify TGR-E in writing if third parties obtain any claim to the Product or it is otherwise subject to any lien.

## 3. Warranty

- 3.1 Complaints, if any, are to be made to TGR-E - Business Development Department - at the aforementioned address.
- 3.2 In relation to customers who are not consumers, the statutory provisions on warranty shall apply in accordance with the following rules:
  - Warranty claims shall expire 12 months after the transfer of risk, unless stipulated otherwise in the purchasing agreement.

## 4. Liability

- 4.1 TGR-E shall be liable without limitation for any and all foreseeable damage and damage arising from acting with intent or with gross negligence.
- 4.2 In the event of simple negligence, TGR-E shall be liable without limitation for damage arising from injury to life, body or health. In the event of simple negligence as regards material obligations, the liability shall be limited to the foreseeable damage typical for the contract. Material contractual obligations are such obligations, the fulfillment of which allow the proper performance of the contract in the first place and the breach of which endangers the achievement of the purpose of the contract and on the compliance with which the Customer may regularly rely. Otherwise, TGR-E

shall not be liable for property damage and financial loss if caused by TGR-E, a legal representative or vicarious agent in simple negligence.

- 4.3 To the extent to which the liability of TGR-E is excluded or limited under Section 4.2, such shall also apply to the personal liability of employees, representatives and vicarious agents.
- 4.4 Liability under the German Product Liability Act shall remain unaffected by the provisions hereinabove.

## 5. Code of Conduct; Anti-Corruption

- 5.1 The parties undertake to comply with the law applicable in connection with the performance of the present agreement and agree that such compliance represents an indispensable condition for cooperation in trust.
- 5.2 The parties undertake, in particular, not to influence any decisions whatsoever by means of commissions, benefits or any other favours to the parties' employees or representatives or on behalf of the respective other party in relation to third parties. Gifts/promotional giveaways of minor value, which are generally considered unobjectionable and reasonable business lunch or dinner invitations in the scope of the usual business activity shall remain unaffected; this shall, in particular, include invitations to motor sports events, where the inviting party is participating. In addition, the parties undertake to notify management of the respective other party unsolicited of any of the parties' employees or representatives attempting to obtain benefits or privileges of any type or scope whatsoever for the aforementioned purpose of exerting influence.

## 6. Miscellaneous Provisions

- 6.1 The purchase agreement regarding the Car and the optionally supplied accessories shall be governed by the laws of the Federal Republic of Germany in exclusion of the United Nations Convention on Contracts for the International Sale of Goods. The contract language is English.
- 6.2 Unless Customer is a consumer, the exclusive legal venue shall be Cologne, Germany, for any and all disputes arising in connection with or under this purchasing agreement.
- 6.3 If any provision, clause or application of this agreement to any party or circumstances is held invalid and/or unenforceable, this shall not affect any other provision, clause or application thereof. The invalid or unenforceable provision shall be deemed to be substituted by a suitable and equitable provision, which to the extent legally permissible, comes as close as possible to the intent and purpose of the invalid or unenforceable provision.