

These General Terms and Conditions – Purchase – (“**GTC**”) shall apply to the purchase of products, including but not limited to any kind of equipment, hardware and software, goods and services (“**Goods**”) by TOYOTA GAZOO Racing Europe GmbH and all registered branches (“**TGR-E**”) from suppliers (“**Business Partner**”), individually also “Party” and collectively the “Parties”.

## 1. GENERAL PROVISIONS

All our purchases of Goods are subject to these GTC. We refuse any general business terms of the supplier and agree to be bound by them only after we have confirmed this with written signatures. Should any of the provisions following prove to be void the validity of the other provisions remaining are unaffected.

## 2. ORDERS

TGR-E agrees to be bound by orders given by TGR-E via e-mail or with duly signed contracts only. The Business Partner agrees to be bound by the terms of our orders and by our GTC, and the act of commencing to fulfil any order signifies and demonstrates acceptance of these obligations and conditions.

## 3. DELIVERY; FORCE MAJEURE

3.1 Delivery is at the expense and at the risk of Business Partner.

3.2 In cases of force majeure such as natural catastrophes, riots, acts of government, strikes, lockout actions or other interruptions of business beyond TGR-E’s control TGR-E is entitled to suspend its obligations to the Business Partner for a reasonable time and to withdraw from contract in total or in part without being liable for damages.

## 4. SAFETY REQUIREMENTS

Business Partner guarantees that the delivered Goods are in accordance with the valid safety requirements of the Federal Republic of Germany for the use of these Goods, no matter whether these requirements are based on laws, governmental regulations or commercial practice. Applicable is the current valid law at the time of delivery.

## 5. PAYMENT

Any payment to be made by TGR-E shall not be due before the Business Partner has properly performed all its obligations under the order and has furnished TGR-E with a commercial invoice specifying TGR-E’s order number and the details of delivery. Any period for discount allowance does not commence before that date.

## 6. CONSEQUENCES OF DELAY

Time of delivery shall be of the essence and any failure by the Business Partner to deliver on the agreed date of delivery shall accordingly enable TGR-E (at TGR-E’s option) to withdraw from the individual agreement without prejudice to any other rights and remedies the Business Partner may have in accordance with the individual agreement or the applicable law.

## 7. CHANGE OF TITLE; RETENTION RIGHT

7.1 At the latest, TGR-E receives full title ownership in the Goods delivered after TGR-E has paid for them. Any further retention or reservation of title by Business Partner is excluded.

7.2 Any rights of the Business Partner for set-off or retention executed from claims, which TGR-E neither has acknowledged before nor are confirmed by final court judgement, are excluded.

## 8. WITHDRAWAL

TGR-E is entitled to fully or in part withdraw from contract if the credit worthiness of the Business Partner is impaired to an extent that it becomes doubtful whether they can perform their contractual obligations towards TGR-E for reason such as - but not limited to - stops of payment, payment execution or initiation of insolvency proceedings or non-opening of insolvency proceedings due to insufficient assets.

## 9. INTELLECTUAL PROPERTY RIGHTS

Any Goods made under TGR-E’s instructions, drawings, according to TGR-E’s models or with TGR-E’s tools must neither be sampled nor be delivered to any other companies or persons. All information delivered to any Business Partner with respect to the order is strictly confidential and must not be disclosed to any third person. Any rights in and to drawings, models, calculations etc. (background and foreground intellectual property rights) stay with TGR-E. Drawings, models, calculations etc. must only and exclusively be used to deliver TGR-E’s order and have to be handed back by Business Partner without delay upon demand.



## 10. THIRD PARTY RIGHTS

The Business Partner warrants that neither the distribution nor the use of the Goods delivered to TGR-E infringes any third party right such as intellectual or physical property, patent, copyrights etc. The Business Partner will fully indemnify TGR-E from any third party claim received by TGR-E in this respect and will fully reimburse TGR-E on any costs.

## 11. INSPECTION AND NOTIFICATION OF DEFECT

TGR-E's obligation to inspection and notification according to § 377 of the German Commercial Code is restricted to defects that were obvious when TGR-E received the Goods. The period for TGR-E to dispatch notification about any such obvious defect to the Business Partner is 14 days.

## 12. WARRANTY

12.1 Notwithstanding any further obligations under statutory law Business Partner warrants that the Goods delivered conform to the standards of the order and feature all further specifications in prospectuses, quotations and product descriptions given by Business Partner. Business Partner is liable for all direct and indirect damages and consequential damages arising from defects in this sense.

12.2 The warranty period is two years – in the case of fraudulent concealment of a defect three years - from the day TGR-E received the Goods.

12.3 If TGR-E receives construction services TGR-E's warranty rights are according to statutory law but with a warranty period of two years – in the case of fraudulent concealment of a defect three years - from the day TGR-E accepted the construction services. Any costs for repair and replacement are at the expense of Business Partner.

12.4 All other claims in the event of a breach of duty and other liability claims shall be determined in accordance with the statutory provisions.

## 13. RESTRICTION ABOUT PROMOTION

Business Partner is not allowed to make use of any promotional matter of TGR-E's name and the fact that Business Partner is supplying TGR-E, without having received TGR-E's prior expressed consent thereto in writing. This restriction refers to any manner of publication including the mention of TGR-E's name on a reference list.

## 14. CODE OF CONDUCT; ANTI-CORRUPTION

14.1 The Parties undertake to comply with the law applicable in connection with the performance of the individual agreement and agree that such compliance represents an indispensable condition for cooperation in trust.

14.2 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.

## 15. INFORMATION REGARDING THE USE OF 3TG-MATERIALS

Because of TGR-E's corporate company structure TGR-E is obliged to comply with the regulations of the US-federal „Dodd-Frank Wall Street Reform and Consumer Protection Act“. According to this Act TGR-E must not use so called 3TG materials (Tungsten, Tantalum, Tin and Gold) from so called crisis- areas. Therefor Business Partner is obliged to inform TGR-E immediately without request, if the products sold to TGR-E contain Tungsten, Tantalum, Tin and/or Gold. If this is the case, Business Partner is obliged to complete a survey (provided by TGR-E) to confirm the origin of such products.

If the evaluation of the survey leads to the result that inadmissible materials are used, TGR-E shall have the right to withdraw from all such contracts and/or orders with immediate effect.

## 16. GOVERNING LAW AND JURISDICTION

16.1 The laws of the Federal Republic of Germany, without regard to principles of conflicts of laws and the United Nations Convention on Contracts for the International Sale of Goods, shall apply.

16.2 All disputes shall be subject to the exclusive jurisdiction of the courts of Cologne, Germany, unless Business Partner is a Consumer.

## **17. MISCELLANEOUS**

- 17.1 In the event (and to the extent only) of any inconsistency or conflict between the provisions of this GTC and the terms and conditions specified in an individual agreement, the provisions of this GTC shall take precedence. There shall be only one exception to the foregoing: in the event that the Parties agree to deviate from one or more provisions of this GTC in an individual agreement, such deviation and the provision of this GTC from which the Parties agree to deviate must be expressly mentioned in such individual agreement in order to avoid any misunderstanding. Any deviation which is not specified in such individual agreement in the way mentioned above shall not be applicable or enforceable between the Parties.
- 17.2 Neither Party may assign the rights and obligations under an individual agreement to a third Party without the prior written consent of the other Party.
- 17.3 The failure of either Party to seek redress for breach or to insist upon the strict performance of any covenant, agreement, provision or condition of this GTC or an individual agreement shall not constitute a waiver thereof, and such Party shall have all remedies provided herein and by applicable law with respect to any subsequent act which would have originally constituted a breach.
- 17.4 Nothing contained in this GTC or in the relationship of the Business Partner and TGR-E shall be deemed to constitute a partnership, joint venture or any other relationship between TGR-E and the Business Partner, except as stated in the individual agreement.
- 17.5 If individual provisions of this GTC are or become invalid or unenforceable, the GTC as a whole and the remaining provisions of it remain valid. The Parties are obligated to replace invalid or unenforceable provisions with valid/enforceable provisions that are commercially as similar as possible to the invalid/unenforceable provisions, and they must do so from the commencement of such invalidity/unenforceability and must take their mutual interests into account. The same applies analogously to contractual gaps.
- 17.6 The place of performance shall be Cologne.