

These General Terms and Conditions – Purchase – (“**GTC Purchase**”) shall apply to the purchase of products, including but not limited to any kind of equipment, hardware and software, goods and services (“**Goods**”) from corporations (§ 14 BGB), by Toyota Motorsport GmbH with business address at Toyota Allee 7, 50858 Cologne, Germany (“**TMG**”).

## 1. Scope of Agreement

All our purchases of goods and services are subject to these **GTC Purchase**. We refute any general business terms of the supplier and agree to be bound by them only after we have confirmed this in writing. Should any of the provisions following prove to be void the validity of the provisions remaining is unaffected.

## 2. Orders

We agree to be bound by orders given by us in writing/by fax or e-mail only. The supplier agrees to be bound by the terms of our orders and by our **GTC Purchase**, 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 suppliers.

3.2 In cases of force majeure such as natural catastrophes, riots, acts of government, strikes, lockout actions or other interruptions of our business beyond our control we are entitled to suspend our obligations to the supplier for a reasonable time and to withdraw from contract in total or in part without being liable for damages.

## 4. Safety Requirements

The supplier guarantees that the delivered goods/services are in accordance with the valid safety requirements of the Federal Republic of Germany for the use of these goods/services, 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 us shall not be due before the supplier has properly performed all their obligations under the order and has furnished us with a commercial invoice specifying our order number and the details of delivery. Any period for discount allowance does not commence before that date.

## 6. Change of Title; Retention Right

6.1 At the latest, we receive full title ownership in the goods delivered after we have paid for them. Any further retention or reservation of title by supplier is excluded.

6.2 Any rights of the supplier for set-off or retention executed from claims, which we neither have acknowledged before nor are confirmed by final court judgement are excluded.

## 7. **Withdrawal**

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

## 8. **Intellectual Property**

Any goods made under our instructions, drawings, according to our models or with our tools must neither be sampled nor be delivered to any other companies or persons. All information delivered to any supplier 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. stay with us. Drawings, models, calculations etc. must only and exclusively be used to deliver our order and have to be handed back by the supplier without delay upon demand.

## 9. **Third Party Rights**

The supplier warrants that neither the distribution nor the use of the goods/services delivered to us infringes any third party right such as intellectual or physical property, patent, copyrights etc. They (the supplier) will fully indemnify us from any third party claim received by us in this respect and will fully reimburse us on any costs.

## 10. **Inspection and Notification of Defect**

Our obligation to inspection and notification according to § 377 of the German Commercial Code is restricted to defects that are obvious when we receive the goods. The period for us to dispatch notification about any such obvious defect to the supplier is 14 days.

## 11. **Warranty**

11.1 Notwithstanding any further obligations under statutory law the supplier 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 supplier. The supplier is liable for all damages arising from defects in this sense.

11.2 The warranty period is two years – in the case of fraudulent concealment of a defect three years - from the day we have received the Goods.

11.3 If we receive construction services our 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 we had accepted the construction services. Any costs for repair and replacement are at the expense of supplier.

## **12. Restriction about Promotion**

The supplier is not allowed to make use of any promotional matter of our name and the fact that he is supplying us, without having received our prior expressed consent thereto in writing. This restriction refers to any manner of publication including the mention of TMG's name on a reference list.

## **13. Code of Conduct; Anti-Corruption**

13.1 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.

13.2 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.

## **14. Information regarding the use of 3TG-materials**

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

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

## **15. Choice of Law; Place of Performance; Jurisdiction**

15.1 The contractual relationship between supplier and us is governed by German law with the exemption of the UN-Sales Right (CISG).

15.2 Place of performance and jurisdiction is Cologne, Germany.