

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 Motorsport GmbH – business address Toyota Allee 7, 50858 Cologne – (hereinafter referred to as "**TMG**") to third parties (hereinafter referred to as "**Customer**" or "**Customers**"). For all other sales of TMG, the GTC Sales shall apply.

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. Pleas of non-performance of the contract shall remain reserved. Unless otherwise agreed, delivery will be made through the making available of the Car for Customer at the registered office of TMG.
- 1.2 If Customer requests the delivery of the Car to an address other than the registered office of TMG and Customer is not a consumer, the risk of loss or damage shall pass on to Customer upon handing over for transport.
- 1.3 The delivery date specified in the offer shall be non-binding.

2. Retention of Title

- 2.1 TMG 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 TMG in writing if third parties obtain any claim to the Product or it is otherwise subject to any lien.

3. Warranty

- 3.1 **In relation to consumers, the statutory provisions on warranty shall apply. Consumer means any natural person entering into a legal transaction for a purpose that is neither part of their commercial nor their independent professional activity.**
- 3.2 Complaints, if any, are to be made to TMG - Business Development Department - at the aforementioned address.
- 3.3 In relation to customers who are not consumers, the statutory provisions on warranty shall apply in accordance with the following rules:
 - The precondition for any warranty claims by Customer is fulfillment in full of any and requirements with respect to investigations and notifications pursuant to Section 377 German Commercial Code by Customer.

- Warranty claims shall expire 12 months after the transfer of risk, unless stipulated otherwise in the purchasing agreement.
- If the Car or the optionally supplied accessories fail to conform to the specifications set out in the purchasing agreement, TMG at its own discretion may correct the deficiency by delivering a compliant car or accessories, or remedy the defect. If such remedy has remained unsuccessful twice, Customer shall be entitled to reduction of the purchase price or may withdraw from the purchasing agreement.

4. Liability

- 4.1 TMG 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, TMG 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, TMG shall not be liable for property damage and financial loss if caused by TMG, a legal representative or vicarious agent in simple negligence.
- 4.3 To the extent to which the liability of TMG 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 This agreement 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 Differing General Terms and Conditions of the Customer, which TMG does not expressly recognize shall not apply, even where TMG does not expressly contradict them.
- 6.3 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.
- 6.4 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.