

STANDARD TERMS AND CONDITIONS OF SALE OF GOODS

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| Specification | 1.1 | TTUK reserves the right to make any changes in the Specification of Products which are required to conform with any applicable safety or other statutory or EC requirements and/or which do not materially affect their quality or performance. |
| | 1.2 | The Buyer shall indemnify TTUK fully against all actions, claims, losses (including without limitation, economic loss, loss of profit, revenue or goodwill) damages, legal costs and expenses incurred by, or awarded against TTUK or paid or to be paid by TTUK in settlement of any claim for alleged infringement of any rights of any third party as a result of carrying out by TTUK, its servant, subcontractor or agent of any work required to be done in accordance with the requirements of the Buyer. |
| Delivery, Risk, Insurance and passing of ownership | 2.1 | Delivery of and passing of risk in the Products to the Buyer shall occur when the Products are collected by the Buyer or the carrier from TTUK's premises unless otherwise agreed in writing. Any dates quoted by TTUK for delivering or making the Products available for collection (if different) are approximate only and TTUK shall not be liable for failure to make them available on those dates and time shall not be of the essence in relation to those dates. |
| | 2.2 | Unless otherwise agreed in writing, the Buyer shall insure the Products in the joint names of the Buyer and TTUK from the date of delivery to Buyer against all risks, including fire and theft until payment in full for the Products. |
| | 2.3 | Notwithstanding the transfer of possession and risk to the Buyer, ownership and legal title to the Products will pass to the Buyer only upon payment of the full Purchase Price for the Products and any other sums payable by the Buyer to TTUK. |
| | 2.4 | Until such payment the Buyer shall, at its expense, store and mark the Products so that the Products can be identified as the property of TTUK and shall keep and handle the Products with care so as to preserve their qualities and shall not acquire or grant any liens or security interest over the whole or part of the Products. |
| Payment | 3. | All sums payable by the Buyer are payable in full without any withholding by way of set-off or counterclaim whatsoever. If there is no full payment of the Purchase Price made by the due date, the Buyer shall pay TTUK interest at a rate of 6% per annum above Bank of England base rate for sterling on the unpaid sum. Such interest shall be compounded each month until payment. |
| Warranties and Liability | 4.1 | All conditions, warranties and representations express or implied (whether by statute, common law or otherwise) in relation to the Products (apart from terms implied as to title under the Sale of Goods Act 1979) are hereby excluded. TTUK shall be under no liability to the Buyer of any statutory duty or duty at common law or under the express terms of a contract, for any loss (including loss of profit, revenue or goodwill) damage or injury of any kind, direct or indirect, howsoever arising and whether or not caused or by the negligence of TTUK or its employees. |
| | 4.2 | Subject to the limitations on its liability set out in this Agreement, TTUK warrants that the Products will correspond with TTUK's specification at the time of delivery and will be free from defects in material and workmanship. |
| | 4.3 | The Buyer shall indemnify and hold harmless TTUK against all losses, damages, costs and expenses suffered or incurred or to be incurred by TTUK resulting from any breach by Buyer of its obligations under this Agreement. |
| | 4.4 | The Buyer acknowledges that it does not rely on and shall have no remedy in respect of any statement, representation or warranty (whether negligently or innocently made) of any person which is not expressly set out or referred to in this Agreement. |
| Assignment | 5. | The Buyer shall not, without the prior written consent of TTUK, assign, mortgage, charge or otherwise dispose of its rights or obligations under this Agreement. |
| Term and Termination | 6.1 | This Agreement shall continue without limit of period until terminated by either party upon 30 days prior written notice. |
| | 6.2 | TTUK may terminate this Agreement immediately by giving notice to the Buyer if the Buyer breaches any Agreement terms. |
| | 6.3 | Upon termination of this Agreement, any sums properly payable under this Agreement shall become forthwith due and payable. |
| Confidentiality | 7. | Neither party will disclose any information about this contract or the other party's business (save as is required by law) without the prior written consent of that party to do so. |
| Anti-Money Laundering | 8. | The Customer must comply with the anti-money laundering regulations as set out in the Money Laundering Regulations 2017 as amended by the Money Laundering and Terrorist Financing Regulations 2019 and 2022. |
| General | 9.1 | No failure or delay of either party to exercise any right or remedy in respect of any provision of this Agreement shall operate as a waiver of such right or remedy. |
| | 9.2 | If any provision or part of a provision of this Agreement shall be, or be found to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force. |
| | 9.3 | Any notice or process required to be given under this Agreement shall be in writing and in the English language and shall be served upon a party by delivering it to that party's address given or as may be notified by the parties, from time to time. |
| Force Majeure | 10 | Neither party shall be liable to the other to the extent that performance of its obligations (except for the payment of monies due hereunder) is hindered, delayed or prevented by any circumstances beyond the reasonable control of that party ("Force Majeure") provided that each party gives the other party notice promptly of the occurrence of such Force Majeure and uses its good faith efforts to cure the breach. |

Governing
Law and
Jurisdiction

11. This Agreement shall be governed by and construed in accordance with English law and disputes arising out of or in connection with its performance, validity or termination will be resolved in London by a sole arbitrator appointed by the LCIA whose rules will apply to the arbitration. The language of the arbitration will be English.

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