

GENERAL TERMS & CONDITIONS SHOW CAR RENTING



These General Terms and Conditions – Show Car Renting – ("GTC") apply to the provision of a show car by TOYOTA GAZOO Racing Europe GmbH, ("TGR-E") to third parties ("Business Partner"), individually also "Party" and collectively the "Parties".

1. SCOPE OF AGREEMENT

The Business Partner wishes to rent and TGR-E agrees to loan a racing car that has been previously operated by the Panasonic Toyota Racing Team in the FIA Formula One World Championship, by the Toyota Team Europe in Rally or Le Mans Championships, by the TOYOTA GAZOO Racing Team in the FIA World Endurance Championship or World Rally Championship and which has been transformed into a show car ("Vehicle"). For the avoidance of doubt, a Show Car shall be delivered without the engine and the electronics and therefore shall not be operational as a car.

2. SPECIAL CONDITIONS

- 2.1 The Business Partner understands and acknowledges that the Vehicle is of a design and characteristics which are unique to TGR-E and/or its parent company Toyota Motor Corporation ("TMC") and that there are strict conditions between TGR-E and the various marketing partners, whose decals or logos appear on the Vehicle, to maintain and preserve the integrity of their individual trademarks. There are also certain features of the Vehicle which are copyright protected and which TGR-E wishes to maintain in confidence.
- 2.2 The Business Partner shall always keep the Vehicle in the exact and actual livery and no alterations to the Vehicle or its branding are permitted. In particular, none of the branding shall be enlarged, faded, blocked or hidden, nor shall any other decals, logos or trademarks be added.
- 2.3 As the Vehicle reflects the image and reputation of TGR-E, the former Panasonic Toyota Racing Team, the former Toyota Team Europe and its former commercial partners, as well as the current TOYOTA GAZOO Racing Team and its commercial partners, it is essential that good care of the Vehicle must be taken at all times and that the Vehicle must remain in good presentable condition.
- 2.4 The Business Partner agrees to rent the Vehicle for show or display purposes only. The Vehicle must be displayed in the identical form in which it is handed-over, subject to changes initiated only by TGR-E. The display of the Vehicle must adhere to the following guidelines set by TGR-E:
 - The Vehicle must only be displayed in a closed building unless otherwise agreed by TGR-E in writing.
 - The Vehicle must be protected from spectators, who are expressly prohibited from either sitting in or on the Vehicle, or any part thereof.
 - The Vehicle shall be displayed in a roped off or otherwise enclosed area.
- 2.5 It is a fundamental condition that a Vehicle is rented to the Business Partner for their own display purposes only and it is expressly prohibited for it to be re-rented or otherwise transferred to any third party unless agreed in writing by TGR-E.
- 2.6 The Vehicle should at all times be correctly referred to as stated in TGR-E's quotation.
- 2.7 Business Partner shall indemnify and hold TGR-E harmless against all claims brought against TGR-E as a result of Business Partner's culpable breach of the obligations set out in this agreement. This shall include the immediate reimbursement of any of TGR-E's costs and expenses including reasonable legal fees incurred.

3. TRANSPORTATION AND DELIVERY

- 3.1 Transport and delivery, collection and return transport of the Vehicle can either be provided by TGR-E or it can be organised by the Business Partner. In case TGR-E organises the transport, the Business Partner shall reimburse to TGR-E the respective costs. A pre-condition for transportation organised by the Business Partner is the use of an enclosed vehicle transporter which shall be approved by TGR-E prior to the start of transportation. TGR-E retains the right to reject a vehicle transporter if the transporter is deemed to be unsuitable.
- 3.2 In case TGR-E organises the transportation, the Business Partner must ensure that one person is at the location to provide assistance with loading/unloading of the Vehicle and following the instructions of the transportation company, to confirm and to sign the loading checklist. The vehicle must not be moved without the responsible person attending the procedure. The Business Partner shall bear all additional costs of the transportation company incurred due to problems on the Business Partner's site which hinder and/or prevent the safe delivery and/or collection of the Vehicle.
- 3.3 The provision of adequate parking for the delivery vehicle must be provided by the Business Partner in the case of a short Rent and where TGR-E organises transportation.
- 3.4 The Vehicle shall arrive at TGR-E the day that follows the expiry of the Agreement at the latest.

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- 3.5 The Business Partner must make sufficient space available to accommodate the particular dimensions of the Vehicle. The Vehicle must remain upright during delivery and installation. It is prohibited to lift the Vehicle manually.
- 4. LIABILITY; INSURANCE**
- 4.1 The Vehicle must be returned to TGR-E in the same condition as it was made available by TGR-E to the Business Partner. The Business Partner acknowledges and accepts full responsibility of any incurred costs as a result of any damage to the Vehicle during the complete display period.
- 4.2 The Business Partner is not permitted to attempt to remove any damage or malfunction of the Vehicle himself. The Business Partner shall immediately report to TGR-E in writing any known damage(s) or malfunction(s). In no event shall such report be made later than three (3) days after the Business Partner has become aware of such damage. In case it is necessary to remedy damages on site TGR-E would provide staff and all costs incurred (TGR-E staff, travel expenses, etc.) shall be covered by the Business Partner. Any other damage shall be remedied upon return to TGR-E at the full expense of the Business Partner.
- 4.3 The Business Partner shall insure the Vehicle against all damages and theft during the term of the rent. The full replacement costs of the Vehicle will be agreed upon in the individual agreement.
- 5. CHARGES**
- 5.1 Charges for the rental of the Vehicle are set out in the individual agreement between the Parties.
- 5.2 All charges are quoted net, plus the applicable VAT.
- 5.3 Invoices are payable within 15 days after receipt of the invoice.
- 6. INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP; MARKETING**
- 6.1 The right to use the Vehicle in any advertising, display or promotion shall be expressly prohibited unless specifically agreed by TGR-E in writing.
- 6.2 The Business Partner acknowledges and agrees that ownership of and title to the Vehicle resides with TGR-E.
- 7. CODE OF CONDUCT; ANTI-CORRUPTION**
- 7.1 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.
- 7.2 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.
- 8. GOVERNING LAW AND JURISDICTION**
- 8.1 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.
- 8.2 All disputes shall be subject to the exclusive jurisdiction of the courts of Cologne, Germany, unless Business Partner is a Consumer.
- 9. MISCELLANEOUS**
- 9.1 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.
- 9.2 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.
- 9.3 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

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- 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.
- 9.4 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.
- 9.5 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.
- 9.6 The place of performance shall be Cologne.