

Sales- and delivery terms of 1 January 2020

Applicable to any trade with Toyota Material Handling Danmark A/S

1. Use

The following sales- and delivery terms find use with every trade involving Toyota Material Handling Danmark A/S and the buyer. Deviation requires written agreement between the parties.

2. Quotations

Quotations are valid for 30 days, but subject to the goods being unsold.

Toyota Material Handling Danmark A/S is entitled to cancel a previously acknowledged order if the buyer has an unsettled debt with Toyota Material Handling Danmark A/S.

3. Prices

All prices given in quotations, order acknowledgements and purchasing agreements are today's current prices and based on the current exchange rates, duties and charges but excluding VAT. Moreover, prices are noted on the basis of today's current prices of the subcontractor. Seller reserves the right to make any changes to the above mentioned prices, which may be the result of the above mentioned factors, occurring before delivery.

4. Trade in prices

If Toyota Material Handling Danmark A/S is to trade in used material, the client bears the risk for the given material until delivery at Toyota Material Handling Danmark A/S. All trade in prices are determined on the proviso that the machine is fully functional, maintained in accordance with the manual and serviced until delivery at Toyota Material Handling Danmark A/S.

5. Delivery

Given delivery times are calculated from the time final order has been placed and all information necessary for completion are available. If such information is not present Toyota Material Handling Danmark A/S is entitled to delay the delivery with the time until the information is procured.

Unless otherwise stated, delivery occurs ex works from seller's stock in Denmark. (Incoterms 2000)

Toyota Material Handling Danmark A/S reserves the right for partial delivery.

In case of delays beyond ten weeks, buyer is entitled to place a deadline of four weeks for delivery. If this deadline is exceeded, buyer is entitled to cancel the order.

6. Payment

Payment is due on time of delivery unless otherwise stated in the order acknowledgement or invoice. If buyer is unable to receive the material at the time agreed upon, and the goods are ready for delivery, the purchase price is due to payment regardless that delivery has not yet taken place.

In case of delay of payment, default interest will be charged according to the interest act, calculated from the first of the month in which the amount fell due for payment.

Buyer is not entitled to offset the purchase price for any claim.

7. Change in or cancellation of order

Buyer's change in or cancellation of order after receipt of rental agreement/order confirmation signed, costs the equivalent of the actual cost, with a minimum of DKK 5,000.00 excl. VAT per machine.

For products with price below DKK 5,000.00 excl. VAT per machine to be agreed upon separately, depending on the situation.

8. Retention of ownership

If the entire purchase price is not paid on time of delivery, the delivered material remains the property of Toyota Material Handling Danmark A/S until the amount has been fully paid.

9. Defects and claims

At delivery buyer must immediately check the delivered material to ascertain, whether it is in contractual state. Claims on errors and defects must be written and no later than the fifth working day upon delivery.

Toyota Material Handling Danmark A/S has the right but not the obligation to remedy any defects by way of repair or redelivery.

10. Limitation of liability

Claims towards Toyota Material Handling Danmark A/S cannot exceed the invoiced amount.

Toyota Material Handling Danmark A/S is not liable for loss of profits or other indirect losses, which are the result of delay or faults in the delivered.

MATERIAL HANDLING

11. Freedom from liability

In case of strike, lockout or other instances of stoppage of work at Toyota Material Handling Danmark A/S or its suppliers, on which delivery depends, as well as in case of war, blockade, quarantine, breakdown, fire or other unforeseen instances that prevents delivery, delivery is delayed as long as the given obstruction persists, without penalty for seller. Seller can choose to cancel the order, also without liability.

12. Product liability

Toyota Material Handling Danmark A/S is responsible for injury to persons in accordance with the product liability law, if it is proven that the injury is caused by faults or neglect committed by Toyota Material Handling Danmark A/S or others for which, Toyota Material Handling Danmark A/S have the responsibility. Toyota Material Handling Danmark A/S is not responsible for damage to property or movable goods which occur, while the material is the property of the buyer or a third party.

Toyota Material Handling Danmark A/S is not responsible for indirect damage and losses, including revenue and operational loss.

To the extent that Toyota Material Handling Danmark A/S is given product liability towards a third party during delivery, buyer is obliged to keep Toyota Material Handling Danmark A/S without damage to the extent that responsibility is defined above.

13. Venue and choice of law

Any dispute shall be settled according to Danish law and with the Copenhagen City Court as legal venue.

14. Classification of used trucks

Class 1P - used trucks of very good quality:

- a) fulfill Toyota Material Handlings current safety standard
- b) a free safety inspection after 2 months included.
- c) right of warranty: 6 months

Right of warranty is only valid if the repair is carried out by Toyota Material Handling Denmark A/S and the planned maintenance described in the instruction manual have been respected. The remedy consists of wages as well as required spare parts and any transport costs, if the remediation is to take place at sellers by seller's choice.

Conditions caused by normal use of the truck e.g. on wheels/tires, are not covered by buyer's requirement for remedy. When the period of remedy has expired, seller has no further responsibility for defects.

Class 2P – used trucks of good quality:

- a) fulfill Toyota Material Handlings current safety standards.
- b) a free safety inspection after 2 months included.
- c) right of warranty: 3 months

Right of warranty is valid only if the repair is carried out by Toyota Material Handling Denmark A/S and the planned maintenance described in the instruction manual have been respected. The remedy consists of wages as well as required spare parts and any transport costs, if the remediation is to take place at sellers by seller's choice.

Conditions caused by normal use of the truck e.g. on wheels/tires, are not covered by buyer's requirement for remedy. When the period of remedy has expired, seller has no further responsibility for defects.

Class 3P - used trucks of reasonable quality:

- a) fulfill Toyota Material Handlings current safety standards.
- b) a free safety inspection after 2 months included.
- c) right of warranty: 1 month

Right of warranty is valid only if the repair is carried out by Toyota Material Handling Denmark A/S and the planned maintenance described in the instruction manual have been respected. The remedy consists of wages as well as required spare parts and any transport costs, if the remediation is to take place at sellers by seller's choice.

Conditions caused by normal use of the truck e.g. on wheels/tires, are not covered by buyer's requirement for remedy. When the period of remedy has expired, seller has no further responsibility for defects.

Class 4D - used trucks in working order:

- a) fulfill Toyota Material Handlings current safety standards at time of delivery
- b) right of warranty: None
- c) try & buy - 5 days from date of delivery

Seller assumes no responsibility for errors or defects in addition to that in paragraph a.

Does the machine not meet the buyer's requirements, it can be returned for sellers account within 5 days. In that case, customer will only pay for delivery of the truck.

If the complaint is of such kind, that Toyota Material Handling assesses that the trade is not profitable, the truck can be called back. In that case Toyota Material Handling also pays for delivery of the truck.

Class 5D – used trucks for engros and export:

- a) purchased as is
- b) right of warranty: None

Valid from 1 January 2020, ver. 10.7