

**Toyota Material Handling UK Ltd Terms and Conditions of Sale 1st February 2026****1. Definitions and Interpretation**

In this Agreement, the specified expressions will have the following meanings:

**"Activity Level"** or **"Clock Hours per Annum (Max)"** means the anticipated maximum annual hours of usage of the Equipment.

**"Agreement"** means this agreement for the sale of Equipment, the terms of which are set out in these Terms and Conditions.

**"Application"** shall mean the combination of Site conditions, in which the Equipment is intended to be operated.

**"Approved Used Toyota/BT Equipment"** means Supplier-designated used equipment.

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday) when banks in the UK are open for business.

**"Cooling Off Period"** has the meaning given to it under Clauses 11(a) and 11(b).

**"Customer"** is the party identified on the Order Confirmation form and the invoice to whom the Supplier is supplying Equipment, parts and/or services.

**"Data"** means Machine Data and/or Personal Data.

**"DPA"** means a Data Processing Agreement, allowing the Supplier to process the Customer's data.

**"Delivery Date"** means the estimated delivery date in accordance with clause 12(b) herein.

**"Equipment"** shall include any machine new or Approved Used Toyota/BT Equipment, whether powered or otherwise, or parts thereof and any associated attachments or fittings as specified on the Order Confirmation form and the invoice.

**"Fees"** means the total charges payable by the Customer under this Agreement to include any other charges that may arise due to changes in taxation, exchange rates, commodity prices, duties or tariffs etc. between the order date and Order Confirmation date.

**"GDPR"** General Data Protection Regulation as defined by the European Union regulation 2016/679, and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) as supplemented and modified by the Data Protection Act 2018, and to the extent that the GDPR does not apply to processing of personal data by either of the parties, any applicable GDPR Replacement Legislation.

**"I\_Site"** means the proprietary Toyota integrated telematics system, as described under clause (7).

**"KYC Process"** means Know Your Customer, a mandatory verification process where businesses, especially financial institutions, confirm a client's identity and assess their legitimacy to prevent fraud, money laundering and terrorist financing.

**"Machine Data"** means any information on Equipment usage collected by the Supplier but specifically excluding Personal Data.

**"Maintenance Agreement"** means an agreement between the parties to provide and receive maintenance services, the terms and conditions of which are agreed herein and/or separately between the parties with reference to Warranty clause (18).

**"Order Confirmation"** refers to the statement of details of the Fees, Customer and Equipment to be provided by the Supplier.

**"Personal Data"** means any information of a personal nature which is created as a part of the agreement.

**"Pre-delivery Cancellation"** means any purported cancellation of the order, other than in accordance with clause 11(a).

**"Regulation"** means any applicable UK laws, statutes, subordinate legislation, byelaws, or common law.

**"Repudiatory Breach"** means a breach of the Agreement regarded as sufficiently serious to justify termination of the Agreement.

**"Schedule"** refers to any statement of details of Equipment, Site, Fees and/or services to be provided, appended to these Terms and Conditions.

**"Site"** means the Customer's location where the Equipment is intended to operate.

**"Site Survey"** means, where required, the Supplier's survey in writing, agreed between the parties which forms the basis of Equipment supply.

**"Specialised Equipment"** means any customised, or third-party Equipment, or part thereof supplied against a Customer's specific request.

**"Supplier"** means Toyota Material Handling UK Ltd (reg no: 0069993, EORI: GB669284289000, NI EORI: XI669284289000).

**"Terms"** means the terms and conditions of this Agreement.

**"Thorough Examination"** means the inspection of Equipment as required under the Provision and Use of Work Equipment Regulations 1998 (known as PUWER 98) and the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER).

**"Warranty"** means the warranty provisions under clause 18, unless otherwise agreed by the Supplier.

**2. Application of Terms**

- a) This Agreement is personal to the Customer, and the Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Agreement without the prior written consent of an authorised officer of the Supplier.
- b) This Agreement and associated document(s) constitute the entire Agreement and understanding between the parties as to its subject matter and no other terms or conditions shall apply, except in the case of hire contracts, where supplementary terms and conditions will apply and take precedence..
- c) References to Clauses are references to clauses of these Terms and Conditions and no other.
- d) Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- e) A reference to writing or written includes formal emails issued by an authorised officer of either party.
- f) No variation of these Terms shall be binding unless agreed in writing signed by an authorised officer of both parties.
- g) If for any reason any term or condition of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining Terms shall continue to have full force and effect and be binding upon the parties.
- h) Any time or other indulgence granted by either party shall not affect that party's strict rights under these Terms.
- i) Except as provided by this clause, a person who is not a party to this Agreement shall not have a right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of the Agreement.
- j) A binding Agreement shall only exist once the Supplier has issued an Order Confirmation based on these Terms and Conditions.
- k) This Agreement and its Terms shall be governed by and construed in accordance with English law.
- l) The Customer acknowledges that the Supplier is authorised to collect Machine Data from the Equipment for business purposes.
- m) It is expressly agreed that no other terms and conditions will apply, unless agreed in writing in advance by the Supplier.
- n) The Customer undertakes not to engage in the re-sale of the Equipment in contravention of the Supplier's Code of Conduct, or any prevailing international embargo (please refer to: <https://www.gov.uk/guidance/current-arms-embargoes-and-other-restrictions#arms-embargo-trade-sanctions-and-other-trade-restrictions>), as may be amended from time to time.
- o) The Supplier's online platform is intended for the Customer purchasing Equipment for their own use and not for re-sale. And it is the Customer's responsibility to correctly match the Equipment technical Specification with the Application in which it is required to operate. Any queries in this regard, should be addressed to the Supplier before placing an order.
- p) The Supplier reserves the right not to supply Equipment to an on-line Customer, if it is suspected that the Equipment ordered on-line is either unsuitable for the Application or is being ordered for re-sale.
- q) In the event of any conflict between the Terms and Conditions of this Agreement and Compliance clause 19, the latter shall prevail.

**3. Authority and Representations**

- a) The Customer warrants and undertakes that it has full capacity and authority to enter into and to perform the Agreement.
- b) This Agreement is executed by a duly authorised representative of each party and constitutes a legally binding contract.
- c) Any advice or recommendation given by the Supplier's representatives to the Customer (and their employees or agents) as to the storage, application or use of the Equipment which is not confirmed in writing by the Supplier is followed or acted upon entirely at the Customer's own risk and accordingly the Supplier shall not be liable for any such advice or recommendation which is not so confirmed.

**4. Notices**

Any notice or other communication required to be given to a party shall be in writing and shall be delivered to the other party by email and any other notice shall be deemed to have been duly received at 9.00 am on the second Business Day after posting, or if delivered by courier, on the date and at the time that the courier's delivery receipt is signed.

**5. Title and Risk**

- a) Until full payment for the purchase of Equipment has been received by the Supplier, legal and beneficial ownership of the Equipment shall remain vested in the Supplier. In the event of default or delay in payment for the purchase of the Equipment howsoever arising the Supplier may repossess it and the Customer hereby grants the Supplier the irrevocable license to enter its premises for so doing.
- b) Risk in the Equipment supplied under the Agreement shall pass to the Customer upon delivery to the Site.

**6. Confidentiality and GDPR Compliance**

- a) Each party undertakes to the other to treat as confidential and not to make use of any information relating to the business of the other which comes to its knowledge and to exercise proper commercial prudence in preserving such confidentiality.
- b) Under GDPR regulations, as an 'Employer' each party is responsible for the security and protection of the personal data of their Employees and where Personal Data is collected and/or exchanged between the parties for business reasons and/or held on its computer systems for operational purposes. It is hereby acknowledged that

the use or processing of any Personal Data is to be managed with the appropriate security and only in connection with mutual and legitimate business interests.

#### **7. Collection and Use of Equipment Data via I-Site**

a) The Customer hereby acknowledges that the Supplier and its affiliates shall have the right to collect, use, modify, copy and store Machine Data from the Equipment to continuously improve both its products and services. All such Machine Data is transmitted to and processed by the Supplier, subject to compliance with all applicable laws and without prejudice to the Customer's intellectual property rights, or any other regulations involving Personal Data.

b) If the Customer does not wish the Supplier to collect Machine Data, then a DPA opt-out document should be signed and returned.

#### **8. Force Majeure**

The Supplier reserves the right to defer the date of delivery of the Equipment or to amend or cancel the performance of the contract due to circumstances beyond its reasonable control arising from and including without limitation: natural disasters, acts or omissions of government, national emergency, acts of terrorism, etc. (excl. strikes, lockouts or other labour disputes). For the avoidance of doubt, Force Majeure shall not excuse non-compliance with Compliance clause 19.

#### **9. VAT**

Payments requested as due from the Customer are calculated before VAT has been added and VAT will be levied in addition to the payment requested according to the taxable value of the supply to include any additional charges that may arise due to changes in taxation, duties or tariffs between the order date and delivery date.

#### **10. Specification**

a) Equipment supplied by the Supplier will comply with the manufacturer's published specifications and all current Regulations regarding the construction and servicing of the Equipment with the applicable Site Survey.

b) The Supplier reserves the right to alter or amend the specification for the Equipment, provided that such alteration or amendment will not substantially change the nature or the operation of the Equipment which the Customer has agreed to pursuant to the Agreement. For the avoidance of doubt, illustrations and advertising literature etc. do not form part of the Agreement.

c) In the event that the Customer has self- specified or self- selected Equipment either online or otherwise, without having referred to the Supplier for advice or guidance, this is entirely at the Customer's risk and the Customer should ensure that: (i) the Equipment is suitable and used for the purpose intended; and (ii) is not operated in an unsafe manner.

#### **11. Pre-Delivery Cancellation**

a) Within 7 days of the date of the Supplier's Order Confirmation (the "Cooling Off Period"), the Customer should notify the Supplier of any purported errors or omissions in the Agreement, having the right to cancel the order by written notice to the Supplier.

b) Following the Cooling Off Period, any cancellation or alteration of the Agreement by the Customer may only be made with the Supplier's prior written agreement or in accordance with the provisions of Clause (11)(c).

c) In cases where the Equipment is cancelled after the Cooling Off Period and before the delivery date, a cancellation charge shall apply which shall be calculated by the Supplier as a true and genuine estimate of the directly attributable losses in respect of the cancelled Agreement. (N.B: Subject to agreement, any cancellation of Equipment after delivery may be subject to a handling or re-stocking charge.

d) In cases where Specialised Equipment is cancelled after the Cooling Off Period and before delivery, the cancellation charge may be calculated as being 100% of the total Fees for the Equipment plus all other directly attributable losses incurred

#### **12. Delivery**

a) Delivery forecasts are given in good faith and the Supplier will accept no liability if delivery is delayed beyond the forecast date.

b) Any date specified for delivery is intended to be an estimate only and time for delivery shall not be made of the essence by notice.

c) The Supplier may deliver any part of the Equipment in instalments and invoice the Customer separately for each instalment.

d) The Customer shall procure that their duly authorised representative shall be present at the delivery of the Equipment.

e) Unless the Customer notifies the Supplier of any defects or non-conformity of the Equipment within 7 (seven) days of delivery to Site, acceptance of delivery by such representative shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended, save as regards any latent defects not reasonably apparent on inspection.

f) If for any reason the Customer is unable or fails to accept delivery of any of the Equipment or if the Supplier is unable to deliver the Equipment because inadequate information has been provided, the Supplier reserves the right to:

- (i) Pass the risk in the Equipment to the Customer.
- (ii) Deem the Equipment to have been delivered.

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(iii) Store the Equipment until delivery can be completed during which time the Customer shall be liable for all associated costs, losses and expenses including, but without limitation, all storage, administration and insurance costs.

**13. Location and Use of Equipment**

a) Unless otherwise agreed formally in writing, the Customer shall be responsible for all the infrastructural aspects of the Site where the Equipment is to be used, which includes, but shall not be limited to: the provision of adequate power supply for all charging equipment of battery powered Equipment and its secure wiring installation by a suitably qualified Technician.

b) The Equipment will be used for the business of the Customer and in a skillful, safe and proper manner. The Customer should procure that each item of Equipment is at all times validly licensed and insured as required by law, has a valid Thorough Examination and/or current Department of Transport test certificate where required, complies with all other requirements as for the time being required by law and is driven by properly qualified and experienced personnel.

c) The Customer hereby agrees not to modify or adapt any Equipment for applications beyond that which the Equipment was originally designed and not knowingly to let, hire or sell any Equipment to any other party whose application the Customer suspects may not be suitable for the technical specification of the respective Equipment, or where the Customer has reasonable grounds for suspicion that the other party intends to modify the Equipment in some way.

d) The Customer should promptly pay or procure the payment of all taxes, license fees, or other outgoings in respect of the Equipment and shall indemnify and keep the Supplier indemnified against any charges that may arise due to changes in taxation, exchange rates, commodity prices, duties or tariffs between the order date and delivery date.

e) The Customer should not use the Equipment for any unlawful purpose or modify or use the Equipment for any purpose for which the Equipment was not designed, save where this has been authorised in advance by the Supplier in writing.

f) Plates and/or labels indicating that the Equipment has been supplied by the Supplier may be fixed to the Equipment, and such plates and/or labels shall not be removed, mutilated or obliterated by the Customer.

**14. Prices**

Unless otherwise specified, prices quoted are ex- works and carriage will be borne by the Customer.

**15. Payment**

a) There shall be no binding Agreement until the Supplier has acknowledged in writing any purchase order placed by the Customer.

b) Once a purchase order has been processed and acknowledged in writing by the Supplier to the Customer, an estimated delivery date will be agreed.

c) Payment of the Fees shall be due 14 days from the date of invoice and time shall be of the essence for payment of Fees.

d) Subject to clause 15(e), all payments shall be made free and clear of any deductions, setoffs or withholdings of any description, unless such deductions are required by law, in which case the Customer shall be liable to ensure that the Supplier receives the full amount due and shall indemnify the Supplier in respect of any deducted amounts.

e) If the Customer wishes to dispute the whole or any part of any payment due to the Supplier, then provided that it notifies the disputed amount and the nature of the dispute to the Supplier in writing prior to the due date for payment of the relevant invoice, it may withhold payment of the sum in dispute, but must pay the undisputed portion within the agreed terms.

f) If upon investigation by the Supplier and the Customer, both parties agree that such disputed amount (or part thereof) is properly due to the Supplier, the Customer shall pay such amount within 14 days of the date of resolution.

g) In the event of late payment by the Customer, the Customer shall forthwith (without prejudice to any other remedy the Supplier may have) pay to the Supplier any sums overdue on demand and the Supplier may exercise its statutory right to claim interest and compensation for the cost of recovering the debt under the Late Payment of Commercial Debts Regulations 2002.

**16. Liability and Indemnity**

a) From the delivery of any Equipment by the Supplier, subject to 16(b), the Customer shall bear the entire risk of and be solely liable for any loss, damage, transport fines, applicable taxes, duties, injury to people or property, theft or destruction arising out of the possession and use of the Equipment and hence shall indemnify the Supplier against any taxes, licence fees and any duties, fines, liabilities, claims and expenses, including any legal fees that may arise.

b) Nothing in this Agreement shall exclude or in any way limit the liability of either party for:

(i) Death or personal injury caused by the negligence of its employees or agents; or

(ii) Fraud or fraudulent misrepresentation; or

(iii) Any infringement of Intellectual Property Rights; or

(iv) Any breach of the terms implied by Section (8) of the Supply of Goods (Implied Terms) Act 1973 or any non-excludable liability.

c) Subject to 16(b) the refund of Fees payable in respect of failure to supply any or all of the ordered Equipment shall be the full extent of the liability of the Supplier to the Customer, (whether in contract, tort (including

negligence), misrepresentation, or otherwise, and including any liability for the acts or omissions of its employees, agents and subcontractors), or for all expenses, liabilities, costs, losses or other claims of the Customer incurred by reason of any failure or breach by the Supplier of its obligations under the Agreement and the Customer shall not be entitled to recover from the Supplier any other damages.

d) In the case of a total loss or theft of the Equipment, whether or not covered by insurance, the Customer shall fully indemnify the Supplier for a sum equal to its replacement value.

e) The Customer will be solely responsible for (and so hold the Supplier fully indemnified against) any loss, damage or injury to people or property caused by the possession of or use of or breakdown or defect in the Equipment, parts or services supplied except to the extent such loss, damage or injury is caused by a proven manufacturing defect.

f) Without prejudice to 16(a) neither party shall be liable to the other for loss of profits, loss of revenue, loss of contracts, loss of goodwill or loss of business or consequential loss or damage, in each case whether direct or indirect and howsoever caused, even if foreseeable.

g) The Supplier shall not be held liable as a result of an action brought by a third party, whether arising from negligence, breach of contract or otherwise resulting from the supply of, possession of or use of or any breakdown or defect in the Equipment howsoever caused.

h) For the avoidance of doubt, any liability arising from a breach of Compliance clause 19 below shall not be subject to any limitation of liability or exclusion of indirect damages under this Agreement. The Customer shall indemnify and hold harmless the Supplier from any losses, damages, or costs arising from the Customer's breach of trade compliance obligations. This indemnity shall apply without limitation and shall not be subject to any liability cap or exclusion set forth elsewhere in this Agreement.

i) Any liability arising from the self-specification of Equipment ordered on the Supplier's online platform, without prior reference to the Supplier for guidance, shall be entirely at the Customer's risk and responsibility.

### **17. Repudiatory Breach**

a) If the Customer commits a Repudiatory Breach of the Agreement, the Supplier shall notify the Customer in writing that a breach is deemed to have occurred and may initiate legal action to remedy the breach. Following such notification the Supplier reserves the right at its discretion to terminate the Agreement and seize and remove any Equipment and/or spare parts for which purpose it shall be lawful for the Supplier to enter into or upon any premises where the Equipment may be located.

b) Without prejudice to the generality of the above clause 17(a) should the Customer or their duly authorised representative:

(i) delay the payment of Fees or other amounts due beyond the due date of payment thereof, or refuse to accept delivery of the Equipment without a valid justification, or having examined the Equipment and found it to be in good condition, nevertheless refuse to accept the Equipment at the point of delivery without valid justification; or fail to observe and perform any of the terms and conditions of this Agreement; or

(ii) express the wish to terminate the Agreement for convenience or in the case of any breach capable of being remedied shall fail to remedy such breach within (14) fourteen days after being required by the Supplier in writing so to do; or

(iii) do or cause to be done or permit or suffer anything to be done whereby the rights of the Supplier in or over the Equipment are prejudiced or put into jeopardy; or

(iv) convene any meeting of creditors or make a Deed of Assignment or Arrangement for the benefit of its creditors or shall be subject to a change of ultimate parent company ownership or shall cease or threaten to cease to carry on business or shall be unable to pay its debts as they mature or shall convene a meeting to consider a resolution for winding up or present or have a petition for winding up presented against it or have a Receiver or Administrator appointed over the whole or any parts of its undertakings or assets or the ownership of the Customer changes; or

(v) suffer any distress or execution upon its property, or abuse, threaten or assault any member of the Supplier's staff in circumstances relating to their work, including verbal or racial abuse or threats, physical attacks or harassment or the use of inappropriate words or behaviour causing distress.

The aforesaid shall be considered a repudiatory breach of the Agreement by the Customer and the Supplier accepts no liability for any damage or loss to person or property whatsoever.

### **18. Warranty**

New Equipment supplied by the Supplier is warranted to the extent that, subject to the conditions set out below, the Supplier will repair or replace free of charge any part/s which are found to be defective by reason of faulty materials or workmanship within the parameters stated in sub-clauses a) to i) below:

a) Toyota branded Equipment: 12 months or 2000 metered hours from date of supply, whichever is the sooner, subject to the Customer having signed a Maintenance Agreement for the Equipment with the Supplier, or with a Toyota approved service provider as agreed by the Supplier in writing.

b) Manually operated Toyota branded Equipment: 12 months from the date of supply.

c) Third party non-Toyota branded Equipment: as per the manufacturer's Warranty conditions subject to the Customer having signed a Maintenance Agreement for the Equipment either with the Supplier, directly with the manufacturer, or with an approved service provider as agreed by the Supplier in writing.

d) Parts: 12 months from date of supply.

e) Labour: 3 months from date of supply.

f) Any warranty will be invalidated under the following circumstances:



- (i) The Equipment is used for any purposes other than those for which it was supplied; or
  - (ii) Any maintenance, repair or modification work that has not been authorised by the Supplier; or
  - (iii) Equipment rendered defective through lack of maintenance in accordance with the manufacturer's recommendations; or
  - (iv) Improper usage, wilful damage or the fitting of parts other than those specified by the manufacturer; or
  - (v) Non-compliance with the Supplier's and/or third-party Equipment manufacturer's operational recommendations and in the case of battery powered Equipment, non-observance of the battery manufacturer's charging and discharging routines.
- g) The Warranty on mechanical and electrical components of Toyota lithium-ion batteries is valid up to a period of 24 months or 5000 hours from date of supply, whichever is the sooner, provided always that the Equipment is subject to an appropriate Maintenance Agreement with the Supplier, or an approved service provider as agreed by the Supplier.
- h) The Warranty on Toyota t-mote (i.e. wristband accessory) will be subject to 6 months from date of supply.
- i) In the case of Approved Used Toyota/BT Equipment, including lead acid and lithium-ion powered Equipment, the parts and labour warranty applicable shall be 9 months or 750 hours from the date of supply, whichever is the sooner, and subject to a Maintenance Agreement being in place with the Supplier.

#### **19. Compliance**

**(a) Responsible Business Conduct** - the Customer shall operate in a socially and environmentally responsible manner and use reasonable efforts to ensure its operations and supply chain adhere to internationally recognised principles on human rights, labour standards, environmental protection and anti-corruption, including the UN Global Compact principles and other relevant international frameworks applicable to the Customer's operations. Upon request, the Customer shall provide information required by Supplier to verify compliance.

**(b) General Compliance** – the Customer warrants that it and any party acting on its behalf shall comply with all applicable laws and regulations, including those relating to export, taxation, anti-corruption, antitrust, anti-money laundering and criminal law.

#### **c) Export Control and Sanctions:**

(i) Export Laws means all applicable trade and economic sanctions and export control laws, regulations, rules and licenses, including those of the EU, U.S., UK and UN, as amended from time to time.

(ii) For the duration of this Agreement, the Customer warrants that:

- It shall comply with all Export Laws and ensure its affiliates, associates and customers do the same.
- Neither the Customer, nor its directors or management are sanctioned or listed on any Prohibited Party List, meaning any list of sanctioned or restricted parties issued by the EU, U.S., UK, UN, or other relevant authorities.
- The Equipment shall not be re-transferred or otherwise made available to any party on such lists.
- It shall not sell, hire, transfer, export, re-export, or otherwise dispose of the Equipment to any sanctioned country, person, or prohibited end-use in violation of Export Laws (including without limitation to circumvent such Export Laws).
- The Customer is not directly or indirectly owned (whether by majority or minority shareholding) or controlled by, or acting on behalf of, or for the benefit of, directly or indirectly, any party listed on a Prohibited Party List.
- Any information provided in any KYC process initiated by Supplier is true, complete and not misleading.

(iii) **Russia/Belarus Prohibition** – the Customer shall not sell, hire, license, transfer, export, or re-export, directly or indirectly the Equipment for use in Russia or Belarus and shall take necessary measures to prevent its partners, affiliates, or customers from doing so.

(iv) **Material Breach** – any breach of clauses 19(a), (b), and (c) shall be deemed a material and irremediable breach of this Agreement and the Supplier may terminate the Agreement with immediate effect.

(v) **Co-operation** – the Customer shall promptly provide all information requested by the Supplier to verify compliance with this clause 19 and shall immediately notify the Supplier of any actual or suspected breach. In such cases the Customer shall fully co-operate with the Supplier's investigation, including granting reasonable access to relevant records.

**END**