

**TOYOTA TSUSHO CANADA, INC. ("SELLER")  
GENERAL TERMS AND CONDITIONS OF SALE**

**EFFECTIVE DECEMBER 17, 2023**

**1. Scope and Acceptance:**

These General Terms and Conditions of Sale ("Terms") apply to all contracts for the purchase and sale of products and/or related services (the "Products") between Seller and Buyer and amendments thereto (each, a "Contract"). TERMS SET FORTH IN ANY PURCHASE ORDER OR OTHER BUYER-GENERATED DOCUMENT WHICH ARE INCONSISTENT WITH, OR IN ADDITION TO, THE TERMS AND CONDITIONS SET FORTH HEREIN ARE EXPRESSLY REJECTED BY THE SELLER AND ARE NOT BINDING ON THE SELLER. Any additional conditions or specifications applying to the Contract must be stated in a writing issued by Seller or signed by Seller. No modifications or amendments of the Contract shall be binding on either party unless in writing and signed by the party to be charged. Seller may change these Terms from time to time, which change shall become effective and apply to future Contracts upon the posting of the changes to <https://ttci.ca/terms-conditions/> ("Buyer's Website") The Contract contains the entire agreement between the parties. No course of performance or conduct by Seller shall be construed to waive, modify or otherwise adversely affect Seller's rights. The term "Party" shall denote a Party to the Contract, either Buyer or Seller.

**2. Taxes:**

The Contract is based upon the present government tariffs, duties, assessments and other levies now existing, and any increase therein whether caused by change in duty classification, valuation or otherwise, or any other government tariff, duty, surcharge, border tax, assessment, quota or other levy that may hereafter be imposed upon the Products shall be added to and become part of the Contract price and paid by Buyer. Should any such levies be reduced, then Buyer shall have the benefit of such reduction to the extent that the same affects the Products remaining to be delivered and paid for after such reduction occurs. All the above provisions shall apply not only to such levies as are imposed by Canada and/or the United States, but also to such as are imposed by any province, country, any state, county, municipality, or other political subdivision, or other province or public authority. Buyer shall pay all sales, VAT and similar taxes.

**3. Shipment and Delivery:**

- (a) Unless otherwise stated, sales under the Contract are FCA (Incoterms 2020) Seller's point of production or acquisition. Unless otherwise expressly agreed in writing by Seller and Buyer, title to the Products shall be conveyed by Seller to Buyer at the point that the risk of loss of the Products passes from Seller to Buyer under the applicable provision of Incoterms 2020. Each shipment or delivery hereunder shall be construed and considered as a separate sale insofar as the Buyer's obligation to accept and pay for the Products is concerned, and Buyer shall accept and pay for each such shipment or delivery. If the Buyer delays shipments, payment shall become due on the date when the Seller is prepared to make shipment. Products held for Buyer shall be at the risk and expense of Buyer. Should Buyer fail to accept or pay for each shipment or delivery, Seller may, without prejudice to any other lawful remedy, defer further shipments or deliveries until acceptance by Buyer or payment by Buyer, or at its option, Seller may, without any liability whatsoever, terminate the Contract as to any unaccepted or undelivered portion thereof, as well as any other outstanding contract with Buyer, and Buyer shall be responsible for any expenses and/or losses sustained by Seller by so doing.
- (b) The bill of lading shall be accepted by the Buyer and shall be conclusive as to the quantity, quality, time and place of shipment. The Products shall be delivered by the presentation to the Buyer of the bill of lading or a delivery order. Unless otherwise agreed by the parties, Seller shall have the right to select the carrier and/or routes at its sole discretion.
- (c) Partial shipment shall be accepted unless otherwise specifically agreed in a writing signed by Seller.
- (d) The minimum order quantity must be met for the price to apply. On orders for special Products or materials the right is reserved to ship and bill product quantities 10% more than the quoted amount. Firm Orders may not deviate in quantity more than twenty percent (20%) from the amount previously forecasted.

- (e) Seller shall not make air shipments unless requested by the Buyer in a writing which authorizes the additional charges necessitated by such mode of transportation. Seller shall only be liable for the additional cost of air shipment if air shipment is required due to delay caused by the Seller. Seller shall not be liable for the cost of air shipment due to circumstances beyond the Seller's control. Buyer must authorize any deliveries to Buyer's facility which are out of the normal mode of shipment in a writing which authorizes any reasonable additional charges that Seller may impose. Seller shall be entitled to rely on the authority of Buyer's employee making any such request.

**4. Warranty:**

- (a) THE SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT NOT MANUFACTURED BY IT. The Seller will give reasonable assistance to the Buyer in obtaining from the respective manufacturer whatever adjustment is reasonable in light of the manufacturer's own warranty. The Seller shall be released from any and all obligations under any warranty, either express or implied, if any Seller manufactured Product covered hereby is repaired or modified by persons other than its own authorized personnel, unless such repair by others is made with the prior written authorization of the Seller.

THE SELLER MAKES NO WARRANTIES WITH RESPECT TO ANY PRODUCT SOLD HEREBY, WHETHER OR NOT MANUFACTURED BY IT, WHICH EXTEND BEYOND THE DESCRIPTION ON THE SELLER'S SALES CONFIRMATION WITH RESPECT TO THE PRODUCTS COVERED HEREBY. THERE ARE NO WARRANTIES OR REPRESENTATIONS OTHER THAN AS EXPRESSLY AND SPECIFICALLY PROVIDED HEREIN. SELLER DISCLAIMS THE IMPLIED WARRANTIES WITH RESPECT TO MERCHANTABILITY OR THE FITNESS OF ANY PRODUCT SOLD HEREBY FOR ANY PARTICULAR PURPOSE OR USE UNLESS SUCH A WARRANTY IS SET FORTH IN A WRITING ISSUED BY SELLER OR SIGNED BY SELLER.

- (b) SINCE DAMAGES, IF ANY, ARE DIFFICULT TO ASCERTAIN OR QUANTIFY, THE BUYER OR ANYONE CLAIMING UNDER ANY WARRANTY RELATING TO PRODUCTS SOLD HEREUNDER AND APPLICABLE TO THE SELLER, AGREES THAT IF THE SELLER BREACHES ANY SUCH WARRANTY, OR ANY WARRANTY IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, OR IF ANY PRODUCT SOLD HEREUNDER PROVES DEFECTIVE IN ANY MANNER WHATSOEVER, THE SELLER'S SOLE LIABILITY HEREUNDER SHALL NOT EXCEED EITHER: (A) REPLACEMENT OF ANY DEFECTIVE PRODUCT; OR (B) AT SELLER'S OPTION, REFUNDING TO THE BUYER THE PURCHASE PRICE AND TRANSPORTATION COSTS PAID FOR SUCH DEFECTIVE PRODUCT. IF A PRODUCT WHICH IS OR HAS BEEN SOLD HEREUNDER CAUSES, AT ANY TIME, ANY PROPERTY DAMAGE, PERSONAL INJURY, ECONOMIC LOSS, OR ANY OTHER DAMAGE HOWEVER DEFINED, BUYER OR ANYONE CLAIMING THROUGH THAT BUYER OR ANY WARRANTY RELATING TO SUCH PRODUCTS SOLD HEREUNDER, EXPRESSLY AND SPECIFICALLY AGREES THAT THE SELLER SHALL NOT BE RESPONSIBLE FOR, AND THAT THE BUYER AND ANY OTHER CLAIMANT OR CLAIMANTS SHALL ASSUME ALL LIABILITY FOR, ANY SUCH PROPERTY DAMAGE, PERSONAL INJURY, ECONOMIC LOSS OR OTHER DAMAGE HOWEVER DEFINED AND ANY CLAIM OR CLAIMS FOR SUCH PROPERTY DAMAGE, PERSONAL INJURY, ECONOMIC LOSS OR OTHER DAMAGE.
- (c) Seller does not represent nor warrant that Products sold hereunder or their purchase and/or sale do not and shall not infringe any patent, trademark, design and other intellectual or industrial property rights of a third party in any country. Risk of such infringement shall entirely be borne by Buyer.
- (d) No claim of breach of warranty shall be considered unless made in writing within thirty (30) days after the date of the invoice or within fifteen (15) days after the receipt of the Products by Buyer, whichever is sooner. In any event, Seller shall not be liable for any claim, unless a claim is filed with the arbitral body referenced in the Contract within one (1) year after the delivery of the Products.

5. **Force Majeure:**

If any shipment or delivery of Products (and/or provision of services) shall be delayed through any act or neglect of the carrier or any other person, including but not limited to subcontractors and suppliers, or by any embargo, hostilities, war, civil disturbance, strike, fire, accident, epidemic, pandemic, government restriction, seizure or requisition, force majeure, or by reason of any other cause whatsoever, whether domestic or foreign, whether direct or indirect, whether similar or dissimilar to any of the foregoing beyond the reasonable control of Seller, Seller shall not be responsible therefor, and shipment and/or delivery (or provision of services) may be postponed or cancelled by Seller at its option without liability hereunder. The imposition (or announcement of a potential future imposition) of a new quota or new or higher import tax, tariff, tariff-rate quota, duty or any other surcharge applicable to the Products (a "Charge") or a temporary or permanent measure by the federal or any provincial government of Canada (or if Canada is not the place of destination then the national, state, provincial, or local government of the place of destination), whether promulgated by legislation, policy or other means, which results in: (a) an increase to Seller in the cost of supply; or (b) any limitation or restriction on Seller's ability to secure supply, after the acceptance of Buyer's order (each, an "Order") , shall, at Seller's option, be deemed a Force Majeure Event. Seller shall notify Buyer of its intention to exercise the option and cancel the Order without penalty within ten (10) business days of the Charge or measure. Buyer may elect to pay the Charge, or accept, for Buyer's account, any costs, additional taxes, limitations or restrictions imposed on Seller and proceed with the Order by notice to Seller no later than five (5) business days after Seller's notice of cancellation. Seller shall equitably apportion any Products subject to a quota or similar restriction among its customers. All such notices shall be given by electronic mail, with a confirmation copy by regular mail.

6. **Payment:**

If in Seller's sole judgment during the term of the Contract the financial responsibility of Buyer shall become impaired or unsatisfactory to Seller, then such terms of payment and such security for payment as shall be satisfactory to Seller may be demanded by Seller and shall be complied with and/or furnished by Buyer. In the event Seller, for any of the reasons aforesaid, requires payment in cash on or before delivery or otherwise alters the terms of payment Buyer shall not thereby be relieved from the obligation to carry out the balance of the Contract, which obligation is expressly assumed by Buyer. At the time of shipment of any Products pursuant to this invoice, the Buyer represents and warrants that it has sufficient funds to pay for the Products shipped. If any check, draft or other negotiable instrument tendered by the Buyer to the Seller is not negotiated upon presentation to the Buyer's bank then any notice of such non-negotiation shall be effective as against Buyer upon actual receipt thereof by Seller. All sums due Seller which are paid after the date due shall be subject to an interest rate of eighteen percent (18%) per annum, or the maximum legal rate, whichever is less. Buyer shall be liable for all costs of collection, including, but not limited to, the Seller's reasonable attorneys' fees, court costs and disbursements.

7. **Applicable Law and Arbitration:**

- (a) The Contract shall be construed according to and governed by the internal laws of the Province of Ontario and without application of principles of conflicts of law. The Parties consent to the jurisdiction of the Ontario courts.
- (b) The Seller and Buyer each irrevocably agree and consent that any controversy or claim arising out of or relating to the Contract or the breach thereof, shall be settled without appeal by binding arbitration in Toronto, Ontario conducted by a panel of three (3) arbitrators affiliated with JAMS (jamsadr.com) and in accordance with the JAMS International Arbitration Rules and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall pay its own legal fees and the parties shall share the costs of the forum. Buyer consents to the joinder of such arbitration into any other arbitration arising from a common question of fact and involving Seller.

8. **Rate of Exchange:**

It is understood that the price of any Product ordered under the Contract which is procured by Seller from sources outside the country of delivery is predicated on the rate of exchange in force at the time of the placing of the Order, or the time of the acceptance of the Order, at Seller's choice. In the event that prior to the delivery of any such Product to the Buyer the rate of exchange between the currency in which the price of the Products is quoted and the currency of the country from which the Products are procured should vary, the price of the Products shall be increased or reduced accordingly to compensate for such variation in the rate of exchange.

9. **Termination:**

- (a) The Contract shall continue in effect as hereinabove provided unless sooner terminated in a writing signed by the Seller.
- (b) Seller shall have the right to immediately terminate the Contract if Buyer shall: (1) become insolvent, commerce or file any voluntary or involuntary proceeding or petition in bankruptcy in any court; (2) make any assignment for the benefit of creditors; (3) enter into any composition with its creditors; and/or (4) if a receiver is appointed for any of the Buyer's property.

10. **Cancellation:**

Orders are binding and may not be cancelled or modified without Seller's written consent. If the Buyer desires to cancel an Order, Buyer shall send written notice to Seller. Seller will contact the manufacturer and attempt to negotiate a cancellation. If the manufacturer refuses to cancel, the Buyer will be responsible for: 1) completed production; 2) material in process of fabrication for the Order; 3) materials purchased specifically for the Order; and/or 4) other costs of cancellation imposed by the manufacturer.

11. **Insurance:**

The Buyer further agrees to obtain, at its own cost and expense, insurance against all liability arising from any of its acts or omissions under the Contract, including general liability, products liability, completed operations liability and contractual indemnity, naming itself and the Seller insured as their interests may appear, in the amount of one million dollars (\$1,000,000) per occurrence and five million dollars (\$5,000,000) aggregated annual limit.

12. **Export Compliance:**

Buyer and Seller hereby agree to comply fully with all applicable economic sanctions and export control laws and regulations, including, without limitation: 1) those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"); 2) the U.S. Commerce Department's Bureau of Industry and Security ("BIS"); 3) the International Traffic in Arms Regulations ("ITAR"); 4) the Export Administration Regulations ("EAR"); and 5) regulations maintained by the Export and Import and Controls Bureau (EICB) under the Export and Import Permits Act of Canada, the Export Controls List and the Area Control List. Without limiting the generality of the foregoing, neither party shall directly or indirectly sell, provide, export, re-export, transfer, divert, loan, lease, consign or otherwise dispose of any equipment, product, services, software, source code, technical data, or technology received under the Contract to any person, entity or destination, or for any activity or use restricted by the laws or regulations of Canada, the United States or any other applicable jurisdiction without obtaining all required governmental authorizations. Buyer agrees that no technical data, information or other items subject to ITAR provided by Seller in connection with this Purchase Order shall be shared with a non-U.S. person without the express written authorization of Seller and Buyer's obtaining of the appropriate export license, technical assistance agreement or other requisite authorization for ITAR-controlled technical data or items. Notwithstanding any other portion of the Contract neither Buyer nor Seller shall be required to take (or refrain from taking) any action prohibited or penalized under the laws of Canada, the United States or any applicable foreign jurisdiction, including, without limitation, the United States anti-boycott laws administered by BIS and the U.S. Treasury Department's Internal Revenue Service. Any performance obligation arising under the Contract is contingent upon the prior receipt of all necessary governmental authorizations and Seller shall not be liable for any breach, non-performance or delay in performance related to the failure to obtain any such authorization. Buyer's breach

of this clause shall constitute cause for the immediate termination of the Contract. Buyer agrees to indemnify and hold harmless Seller for losses due to Buyer's non-compliance with this provision. This provision shall survive termination of the Contract.

**13. Buyer Designated Supplier:**

If Seller is sourcing the Products from a supplier designated by the Buyer (a "Designated Supplier") Seller will not change a Designated Supplier unless requested and/or authorized by the Buyer. In the event of the closure, suspension or sale of a Designated Supplier, or inability or refusal of a Designated Supplier to manufacture and/or supply the goods on contracted terms, Seller will cooperate with the Buyer to minimize any supply interruptions and any costs, expenses, losses and/or damages to be incurred or suffered by the Buyer. Buyer will not be responsible or liable for any costs, expenses, losses or damages incurred or suffered by the Buyer in such event or due to circumstances with respect to such Designated Supplier outside of Buyer's reasonable control and will cooperate with the Buyer and the Designated Supplier to minimize the impact of such costs, expenses, and losses and/or damages to be incurred or suffered by the Buyer.

**14. Service Parts:**

If the Products are parts intended for use in a motor vehicle, Seller will make reasonable efforts to provide service parts during the life of the relevant vehicle program at a price to be negotiated in good faith, taking into account such factors as production quantities, packaging, timing, and the costs of raw materials and labor. Buyer acknowledges that Seller is not the manufacturer of the Products and that Buyer's ability to obtain post-production service parts may be limited by the manufacturer.

**15. Cybersecurity:**

Each Party shall: 1) keep and maintain the other Party's information in such a manner and using such a degree of care as is appropriate to avoid unauthorized access, use or disclosure; 2) implement administrative, physical and technical safeguards to protect its electronic information technology systems ("IT Systems") that are no less rigorous than accepted industry practices and shall ensure that all such safeguards, including the manner in which information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws; and 3) limit access to the other Party's identifiers, such as its employer identification number, banking information and account numbers to personnel with a need to know such information.

**16. Forced Labor/ Environmental Responsibility:**

Seller is committed in its efforts toward ensuring that its Subcontractors do not use any illegal or involuntary labor of any type in manufacturing Products for sale to Buyer, including, but not limited to, child, slave, or prisoner labor. Buyer has received a copy of Seller's Supplier Sustainability Code of Conduct (the "SSCOC"), (available at <https://ttci.ca/supplier-sustainability-code-of-conduct-2/>) which includes, among other things, provisions regarding forced and child labor, environmental and sustainability practices, and support of local communities in locations where Seller's Subcontractors do business. Where appropriate, Seller requires its Subcontractors to provide reasonably sufficient evidence that the Product inputs have been produced in compliance with the requirements of the SSCOC. In fulfilling Buyer's Purchase Orders, Seller shall follow procedures promulgated by the competent customs authorities to ensure due diligence in the screening of the labor practices of its Subcontractors, effective supply chain tracing, and supply chain management of Products imported into or exported from Canada. Without limiting the generality of the foregoing, Seller may require its Subcontractors to trace the origin of all material used in its Products to the raw material source, and to confirm the compliant labor practices of such Subcontractors. Nothing in this Section 16 shall be construed or shall operate to limit, or absolve Buyer from, the performance of Buyer's own supply chain due diligence or other requirements under applicable laws and regulations, including but not limited to Buyer's obligations as an importer or exporter of record. For purposes of this Section 16, a "Subcontractor" of Seller is any entity which provides goods or services either directly to Seller or indirectly to Seller from a position in the supply chain further upstream.

In view of Seller's committed continuous efforts toward ensuring the legal compliance and overall sustainability of its supply chain, Buyer acknowledges and agrees that, absent Seller's negligence or willful misconduct, Seller shall not be liable to Buyer in respect of any claims, lawsuits, allegations, causes of action, judgments, governmental orders or actions, damages of any kind, fines, penalties, costs, expenses, or other losses (collectively, "Losses") arising from or related to the use or perceived use of any type of involuntary or illegal labor, or any illegal component or raw material, by any of Seller's Subcontractors, such Losses to include, without limitation, those related to any commercial damages; governmental actions regarding the importation or exportation of the Products or any Product inputs, such as any detention at a port of entry or other administrative or legal constraint, actions taken or claims made by any of Seller's or Buyer's customers, lenders, banking institutions, or other financial service providers; lost business; or reputational harm.

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