TOYOTA TRADE PROGRAMME TERMS & CONDITIONS – APRIL 2025

1.0 GENERAL

- **1.1** The Toyota Trade Programme has been created to support professional repairers and bodyshops who rely on quality parts and reliable service.
- 1.2 By applying for membership through the Toyota Trade Parts website, you're confirming that:
 - o i) You meet the eligibility criteria to register as a Trade Customer; and
 - o ii) You agree to become a Member and abide by these Terms and Conditions.
- 1.3 We reserve the right to decline membership applications at our sole discretion.
- **1.4** These Terms incorporate and govern the full set of rules applicable to participation in the Toyota Trade Parts Programme.

2.0 MEMBERSHIP

- **2.1** As a Member, you are entitled to access a range of trade-specific benefits, which will remain available for the duration of your active membership..
- **2.2** These benefits may be provided through our official Toyota Trade Parts Centres, at our discretion.
- 2.3 All purchases, offers and/or promotions made available through the Programme are subject to the individual terms and conditions of the supplying Toyota Trade Parts Centre. We do not guarantee availability of all parts at all times.
- **2.4** We may update or modify the Toyota Trade Parts Programme benefits at any time, including:
 - o i) Adding new benefits or services;
 - o ii) Amending or discontinuing existing benefits;
 - o iii) Offering certain benefits to specific Member categories;
 - iv) Adjusting the range of parts included in the programme; and
 - o v) Modifying the recommended trade pricing.
- 2.5 We reserve the right to suspend or terminate parts of the Toyota Trade Parts Programme at any time.

3.0 USING THE TOYOTA TRADE PARTS WEBSITE

- **3.1** We aim to ensure that the content and information on the Toyota Trade Parts Website is accurate and up to date. However, we do not guarantee that the Website will always be free from errors or omissions.
- 3.2 By accessing and using the Toyota Trade Parts Website, you agree to comply with these Terms, as well as any additional website terms or usage policies that may be introduced from time to time
- **3.3** You are responsible for maintaining the confidentiality of your login credentials. You are also responsible for all activity that occurs under your account, whether or not such activity was authorised by you.

• **3.4** Use of the site must be appropriate and lawful. We reserve the right to take any necessary action, including suspending or terminating access, if we believe the Website is used in a way that breaches the Terms or any of our policies.

4.0 YOUR INFORMATION

- **4.1** Any personal information you provide us or our authorised partners will be handled according to our Privacy Policy which is available on the Toyota's Trade Parts Website or can be provided upon request. The information provided by you will be used to support your participation in the Toyota Trade Parts Programme, including for service delivery, support, marketing, research, and event invitations.
- **4.2** By signing up for a membership, you consent to the sharing your information within our corporate group, with authorised Trade Parts Centres, and with trusted third-party service providers, including those located outside the UK, subject to appropriate safeguards.
- **4.3** We may contact you via phone, post, email or SMS for purposes related to your membership or to share relevant updates and offers. You may opt out of marketing notifications at any time by contacting us or using the unsubscribe options provided.
- **4.4** Participating Trade Parts Centres may share information about your purchases with us to help manage, monitor, and improve the Toyota Trade Part Programme. .

5.0 DATA PROCESSING

- **5.1** When you join the Toyota Trade Parts Programme or use the Trade Parts Website, we may collect and use your personal information. This includes details like your name, contact information, business name, and purchase history.
- **5.2** Your data will be used to manage your membership and deliver services under the Toyota Trade Parts Programme including service updates, offers, support, and event invitations. We may also use it to improve how the Programme works and to better understand Member needs.
- 5.3 Your information may be shared with:
 - o Toyota,
 - Authorised Trade Parts Centres helping deliver Programme benefits,
 - o Trusted service providers who help us operate the website, send communications, or store data securely.

Some of these service providers may be located outside the UK or EU, in which case we ensure appropriate safeguards are in place to protect your data.

• 5.4 Your data is stored securely and only kept for as long as necessary, based on our internal Data Retention Policy. A copy or summary of this policy is available on request or may be included in the programme documents.

- 5.5 You have rights under data protection laws, including to access, correct, or delete your personal data, or to object to certain uses. To exercise these rights, or if you have any questions, please contact us using the details provided on the Website.
- **5.6** By joining the Programme, you agree to this use of your personal data as described here and in our full Privacy Policy, which can be found on the Website or provided on request.

6.0 LIMITATIONS & LIABILITY

• **6.1** To the fullest extent permitted by law, we disclaim all warranties, representations, and guarantees not expressly set out in these Terms. We shall not be liable for any loss or damage, whether direct, indirect, incidental, or consequential arising from your participation in the Toyota Trade Parts Programme, or your use of the Website, including any delays, errors, interruptions, or inaccuracies — except where liability cannot be excluded under applicable laws.

7.0 ENDING YOUR MEMBERSHIP

- 7.1 These Terms shall continue apply until your membership ends. Under any of the following circumstances may your membership end:
 - o i) We terminate your membership or discontinue the Trade Parts Programme for all Members;
 - o ii) You choose to cancel your membership; in which case we request at least one month's written notice;
 - o iii) The Trade Parts Programme comes to an end for any reason; or
 - o iv) You cease to meet the eligibility criteria required for a membership.

Membership

Being a recognised part of our Trade Parts Programme, with access to the pricing and benefits that come with it.

• **Benefits** mean the perks and offers available to Members from time to time. These might include access to the latest parts catalogue, the Toyota Trade Parts Website, and the ability to purchase qualifying parts at exclusive trade prices from participating locations.

• Participating Parts Centre

A dealership we've approved to take part in the Toyota Trade Parts Programme and supply Trade Programme Parts to Members.

• Qualifying Customer

A business or company that fits the entry requirements for the Trade Programme. Typically, that means having a valid VAT number and fitting either Toyota parts or equivalent alternatives to vehicles for profit in the UK. This doesn't include resellers.

• Terms of Access

The terms and conditions that apply when you use our Trade Programme Website. You'll find a copy online or you can request one from us.

Term

This refers to the duration of your membership, as explained in Section 7 of these Terms.

Vehicle

Any vehicle we've nominated to be covered under the Trade Programme — typically Toyota or Lexus branded vehicles that are more than three years old from their original registration date.

8.0 MISCELLANEOUS

- **8.1** Participating Toyota Trade Centres are independent businesses. They are not agents, representatives, or legal affiliates of the Toyota brand, and they are not authorised to make commitments or representations on behalf of Toyota or the Programme.
- **8.2** We may update these Terms from time to time. Where possible, we will make reasonable efforts to notify Members of any changes. If you do not agree to the updated changes, you may cancel your membership at any time (see Section 6). Continued use of the Toyota Trade Programme following notification will be deemed acceptance of the updated Terms.
- **8.3** You are responsible for keeping your contact information up to date. Please inform us of any changes so that we can maintain your membership and communicate with you effectively.
- **8.4** If any provision of these Terms is found to be invalid, illegal or unenforceable for any reason, the remaining provisions of the Terms shall continue in full force and effect.
- **8.5** If either Toyota Trade Parts or you, the Member, choose not to enforce any part of these Terms immediately, this shall not constitute a waiver of any rights, and such rights may still be enforced later.
- **8.6** These Terms are governed by the laws of England and Wales. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

9.0 KEY TERMS EXPLAINED

Below key terms used in the Toyota Trade Parts Programme are defined:

• Tovota Agent

A trusted third-party partner who helps run the Toyota Trade Parts Programme. As of the date of these Terms, this is OEConnection LTD.

• Trade Programme

The official Toyota Trade Parts Programme — created to give qualifying businesses access to genuine parts, pricing benefits, and more through our approved Trade Parts Centres.

• Trade Programme Part

These are the parts, components, exchange parts, accessories, consumables, and assembled units that are included in the Toyota Trade Parts Programme. They're supplied by participating Trade Centres for use in Toyota vehicles.

• Trade Programme Price

This is the Trade price offered to Members for qualifying parts. It's set by the participating Trade Parts Centre and will be equal to or lower than the Recommended Toyota Retail Price, depending on their discretion.

• Trade Programme Rules

These are the rules that outline how the Toyota Trade Programme works — including who can join, what benefits are included, and which vehicles and parts are covered.

• Trade Programme Website

This is our online platform where you can manage your Trade membership, browse purchase status, access news and information about the brand and more. It's run by Toyota Trade Parts Programme and our authorised Trade Agent.

Competing Parts

These are non-Toyota parts which may be used as alternatives for similar repairs or services.

• Parts Centre

An authorised Toyota dealership that supplies Genuine Toyota parts and may participate in our Toyota Trade Parts Programme.

Member

A business or customer, typically independent repairer or bodyshop based in the UK who meets the criteria and approved for membership by Toyota to join the Trade Parts Programme