

TOYOTA MOTOR
NORTH AMERICA

Toyota Division

Fleet Sales

Toyota Fleet Policies & Procedures

Dealer Program

Contents

| | | |
|--------|---|----|
| I. | Program | 3 |
| II. | Eligible Models..... | 3 |
| III. | Types of Fleet Accounts | 3 |
| IV. | Participants’ Roles & Responsibilities | 5 |
| V. | Before Ordering a Vehicle | 9 |
| VI. | Placing an Order..... | 9 |
| VII. | Disclaimer | 10 |
| VIII. | Termination | 11 |
| IX. | Audit Agreement..... | 11 |
| X. | Notification of Any Delays..... | 11 |
| XI. | If an Order is Submitted with Errors | 12 |
| XII. | Cancelling an Order..... | 13 |
| XIII. | Changing an Order | 14 |
| XIV. | Tracking Orders..... | 15 |
| XV. | Vehicle Delivery – Through a TED Dealer..... | 15 |
| XVI. | Commercial Vehicle Delivery to another TMNA Fleet Authorized Location | 17 |
| XVII. | Corp RAC and Licensee Vehicle Delivery –Drop Ship Requests..... | 18 |
| XVIII. | Ship Through Services | 19 |
| XIX. | Secondary Dealer Codes..... | 21 |
| XX. | Fleet Invoicing & Incentive Payments..... | 23 |
| XXI. | Fleet Order Price Assurance | 24 |
| XXII. | Fleet Order Price Protection Program | 26 |
| XXIII. | Fleet Car/Truck Bidding Assistance | 28 |
| XXIV. | National Account Warranty Stations..... | 30 |
| XXV. | Product Price Information | 30 |
| XXVI. | Duplicate Certificates of Origin | 30 |

I. PROGRAM

Commercial, Corp RAC Risk, Licensee RAC, Other

For Toyota Rent a Car (TRAC) Policies and Procedures see the TRAC Policies and Procedures.

For Daily Rental Repurchase Program see the current model year program guidelines.

II. ELIGIBLE MODELS

For a list of specific series available for fleet purchase, go to fleet.toyota.com. To be eligible for fleet pricing, fleet vehicles must be:

1. Ordered as fleet production "J" category from the pre-approved list.
2. Dealer/Region/Distributor stock is not eligible without TMNA Fleet's permission.
3. Utilized by a Fleet Account for business purposes.
4. Owned by and titled in the name of the Fleet Account or Fleet Management Company.
5. Titled and licensed within the United States, excluding Hawaii, unless otherwise specified by specific program guidelines.
6. Maintained in service for the minimum time specified for each program

III. TYPES OF FLEET ACCOUNTS

There are several types of fleet accounts. In general, a "Fleet Account" is any company that maintains a specified minimum number of units in service, and which orders, during the current program year, a specified minimum number of eligible Toyota vehicles.

The following requirements apply to all Fleet Accounts:

- TMNA Fleet must approve all Fleet Accounts.
- Depending on the type of account, each Fleet Account must have a Toyota Fleet ID Number ("FID") or Toyota Customer ID ("CID").
- Vehicle title must be in the name of the company, not to, or in care of, an individual.
- Every Fleet Account must read and agree to the Fleet Policies and Procedures for each program they are participating in.

Commercial Accounts

- Commercial Accounts include:
 1. All utility and government agencies
 2. Individual commercial companies choosing to finance or order through a Fleet Management / Commercial Lease company
 3. Individual commercial companies choosing to order through a Fleet Cooperative
 4. Individual commercial companies choosing to order through a Toyota dealer
- Rules of Eligibility:
 1. Utility and Government Entities - Must maintain 1 or more units in service for employee usage in support of the company's business

2. Commercial Companies - Must maintain 10 or more units in service for employee usage in support of the company's business
3. No minimum purchase volume is required
4. Must maintain vehicles in service for a minimum of 12 months, unless otherwise required by specific program guidelines
5. Must have a valid Toyota FID if ordering/purchasing vehicles directly through a Toyota dealer

Corporate Rent – A – Car (“RAC”) Accounts

- Rules of Eligibility:
 1. Must maintain one hundred thousand (100,000) or more units in service
 2. Must order, during the current year, a minimum of five hundred (500) Toyota vehicles
 3. Must maintain the vehicles in service for a minimum of 6 months or 12,000 miles, unless otherwise required by specific program guidelines
 4. Must have a valid Toyota FID

Licensee Accounts/ Independent RAC Accounts

- Rules of Eligibility:
 1. Must maintain ten (10) or more units in service
 2. Must order, during the current year, a minimum of five (5) Toyota vehicles
 3. Must maintain the vehicles in service for a minimum of 6 months or 12,000 miles, unless otherwise required by specific program guidelines
 4. Must have a valid Toyota FID

Long Term Daily Rental Accounts

- Rules of Eligibility:
 1. Must maintain one hundred thousand (100,000) or more units in service
 2. Must order, during the current year, a minimum of five hundred (500) Toyota vehicles
 3. Must maintain the vehicles in service for a minimum of 9 months.
 4. Must have a valid Toyota FID

Black Car Accounts

- Rules of Eligibility:
 1. Drivers who are affiliated with an authorized base that has established a fleet account with Toyota; and
 2. Who have an active license, permit, registration, certification or other approval issued by an Issuing Jurisdiction to operate a vehicle for transportation for hire by pre-arrangement
 3. Must maintain vehicles in service for a minimum of 12 months, unless otherwise required by specific program guidelines

Other

- Rules of Eligibility:
 1. Must be pre-approved by TMNA Fleet Department
 2. May have a separate agreement for conducting business with Toyota
 3. Must have a valid Toyota FID

The following entities are not considered “Fleet Accounts”:

- Fleet Management / Commercial Leasing Companies (FMC)

- The Fleet Account is the end user / client of the FMC
- If the FMC orders vehicles for its own use, it is considered a Fleet Account.
- Fleet Cooperatives
 - Each co-op member is a Toyota Fleet Account and must satisfy the applicable requirements
- Automotive Dealerships
 - Automotive dealerships are not eligible to purchase vehicles as the end user under the Commercial or RAC programs.
 - There may be specific Fleet programs, such as the Parts Truck Program or the Toyota Rent-A-Car (TRAC) program whereby a dealership can purchase fleet vehicles as the end user for the specific use specified in the program rules
- Black Car Base
 - A Black Car is a for-hire vehicle dispatched from a black car base.
 - A Black Car base is a central facility which operates a two-way radio or other communications system used for dispatching or conveying pre-arranged transportation client information to drivers of Black Cars that meets the following requirements:
 - i. Owner holds a franchise from the corporation or other business entity which operates the central facility, or who is a member of a cooperative that operates such central facility, pursuant to an authorization from a city, state, municipal or other local government black car issuing jurisdiction (Issuing Jurisdiction”)
 - ii. Where such central facility has certified to the satisfaction of the Issuing Jurisdiction that more than ninety percent of the central facility's for-hire business is on a payment basis other than direct cash payment by a passenger
 - Black Car Bases are not eligible to purchase vehicles as the end user under the Black car program unless they maintain a minimum of 10 units in operation and the vehicle is used in the business of transporting people for hire by pre- arrangement.
 - The Black Car driver is the end user/ affiliated with the Black Car Base.

IV. PARTICIPANTS' ROLES & RESPONSIBILITIES

1. **Toyota Motor North America, U.S.A., Inc. (“TMNA”)** is the importer of all Toyota vehicles in the United States, except Hawaii. TMNA provides vehicles to all TMNA dealers and Private Distributors (PD's).

TMNA:

- Establishes:
 - The policies and procedures
 - The secondary dealer code if requested by TMNA selling dealer
- Publishes:
 - Fleet incentives for vehicles meeting program criteria
 - The price protection and price assurance policy
- Provides:
 - National Fleet Advertising
 - Vehicle specification information for ordering purposes
 - Access to fleet website fleet.toyota.com

- Status information of order through fleet.toyota.com
- Customer support group to assist customers in ordering and status information
- Bid assistance analysis for governmental agencies and/or public or private utility companies upon request by selling dealer
- Training materials on new products
- Maintains the Fleet ordering systems
- Approves and issues the Toyota Fleet Identification number (FID) and Customer Identification number (CID) for all Fleet Accounts
- Negotiates with manufacturing plants to meet requested production volumes and delivery timelines
- Creates and processes the dealer invoice and Manufacturer's Statement of Origin (MSO) for sales generated by TMNA dealers
- Audits policy compliance and implements chargebacks for fleet incentives for vehicles not meeting program criteria

2. **Distributor** – TMNA, Southeast Toyota (SET) and Gulf States Toyota (GST) are authorized distributors that service the franchised dealers in their designated areas. SET and GST are referred to as Private Distributors (PD) throughout this document.

The Distributor:

- Employs Fleet Field Managers/ PD managers to provide the face to face program explanation, Toyota policies and procedures and to solicit new business with dealers, licensees, commercial customers and commercial leasing companies
- Assists the Fleet Account in applying for Toyota Fleet Identification number or Customer Identification number
- Creates and processes the dealer invoice and MSO for sales generated by PD dealers
- Applies the incentive credits to dealer invoice for vehicles meeting program criteria
- Contracts with the carrier to deliver vehicles to dealership
- Installs the post production/ port installed options
- Responsible for coordinating with the selling dealer to identify the responsible parties for facilitating training
- Provides VIN status information to selling dealers through Dealer Daily network
- SET and GST provide Pre-Delivery Service (PDS)
- Coordinates with TMNA to establish the secondary dealer code if requested by PD selling dealer

3. **Selling Dealer**

To participate in the **Toyota Fleet** programs, each dealer must:

- i. Complete the [Fleet Dealership Enrollment Form](#) available through the fleet.toyota.com or the respective TMNA/PD FFM/ Fleet manager
- ii. Comply with all policies, procedures and guidelines for each applicable fleet program in effect

Once enrolled, the Selling Dealer:

- Assists the Fleet Accounts in applying for Toyota Fleet Identification number
- Negotiates the price with the Fleet Account
- Obtains a purchase order from the Fleet Account or FMC
- Registers for online access to TMNA fleet website for ordering and checking status of fleet vehicles

- Places order for the Fleet Account if the Fleet Account or Fleet management/ Commercial leasing company does not have direct access to fleet.toyota.com
- Completes the [Dealer Pricing Approval Form](#) and [Fleet Dealer Approval for Fleet Account Ordering Access](#) allowing selected Fleet Accounts and Fleet management companies to enter orders directly through fleet.toyota.com
- Ensures the Fleet Account has sufficient financing to complete the fleet transaction
- Assists in arranging financing for the commercial account
- Ensures that a sufficient line of credit is available to accommodate fleet business
- Requests the secondary dealer code from TMNA with the appropriate documentation to support separate
- Assists in locating a TED dealer for commercial deliveries if the driver is more than 35 miles from his dealership
- Receives VIN status information through FTC
- Provides the vehicle information delivery packet to delivery dealer
- Reviews the dealer invoice to ensure that the published fleet incentive is reflected on the dealer invoice
- Receive the payment for the vehicle
- Notifies TMNA/ PD of any order cancellations or modifications
- Coordinates with the facing TMNA region or Private Distributor to facilitate training

4. Delivering Dealer – To deliver a vehicle sold by another dealership, a dealer must:

- i. Complete the online [Fleet Dealership Enrollment Form](#)
- ii. Comply with all applicable fleet policies, procedures and guidelines in effect

Once enrolled, the Delivering Dealer:

- Negotiates the TED fee with the commercial account or selling dealer, not to exceed \$250 per delivery
- Provides a designated Toyota Executive Delivery Coordinator
- Registers the TED coordinator in the TMNA staff master
- Registers for online access to fleet.toyota.com for tracking courtesy delivery vehicles
- Receives the vehicle information delivery packet from commercial account/ FMC/Commercial leasing company or selling dealer
- Receives and inspects the vehicle on behalf of the selling dealer per the transportation procedures as specified in the [TLS Transportation Claims Policy and Procedure manual](#)
- Notifies the customer that the vehicle has arrived
- Completes vehicle registration and title documentation, if applicable
- Performs the pre-delivery service and installs a full tank of fuel on Commercial program vehicles in accordance with TMNA prescribed procedures, as outlined in the TMNA Warranty Policy and Procedure manual (<https://wrc.toyota.com/Toyota/Home.aspx>)
- Receives Warranty reimbursement for performing the PDS and adding a full tank of fuel on Commercial program vehicles
- Stores the commercial program trade-in fleet vehicle for a maximum of 10 working days (M-F excluding National holidays)
- Provides a quality delivery experience
- Charges a storage fee for commercial program trade-in vehicles remaining on their premises after 10 working days (with prior notification)
- Requests the registration/ title reimbursement from the Commercial account or FMC/Commercial Leasing Company per the instructions given

5. Commercial Account/ Government municipality:

- Requests a Toyota Fleet Identification number (FID) if ordering through a dealer
- Requests a Customer Identification number (CID) if ordering through a Fleet Management Company (FMC)
- Arranges the financing through a dealer or commercial lending institution or bank
- Negotiates sales price with the selling dealer
- Negotiates the courtesy delivery fee with the delivery dealer
- Submits the orders to TMNA, or to dealer depending on dealer agreement
- Pays the delivery dealer the courtesy delivery and registration/ title fees
- Picks up the trade-in fleet vehicle

6. Fleet Management /Commercial Leasing Company (FMC):

- Requests a Toyota Fleet Identification number (FID) for each program
- Assists the Commercial or RAC customers in applying for Toyota Customer Identification number (CID)
- Negotiates the sales price with selling dealer
- Negotiates the courtesy delivery fee with the delivery dealer
- Provides the financing and services to the commercial or RAC customer
- Submits the orders from the Commercial or RAC customers to TMNA
- Tracks the status of orders
- Provides the vehicle information delivery packet to delivery dealer
- Pays the delivery dealer the courtesy delivery and registration/ title fees
- Picks up the trade-in fleet vehicle

7. Corporate RAC/ Licensee/ Independent Accounts:

- Requests a Toyota Fleet Identification number (FID) if ordering through a dealer
- Requests a Customer Identification number (CID) if ordering through a Fleet Management Company (FMC)
- Negotiates the price with selling dealer
- Provides the financial arrangement for purchase from dealer
- Submits the orders to TMNA or dealer depending on dealer agreement and/or financing arrangement
- Provides TMNA/ PD a monthly delivery matrix to ensure production capacity

8. Other Accounts:

- Requests a Toyota Fleet Identification number (FID)
- Negotiates the price with selling dealer
- Provides the financial arrangement for purchase from dealer
- Submits the orders to TMNA or a dealer depending on the dealer agreement and/or financing arrangement
- Provides TMNA/ PD a monthly delivery matrix to ensure production capacity

V. BEFORE ORDERING A VEHICLE

Before ordering a vehicle, the following must be done:

- The fleet customer must have a valid Fleet Identification number (FID), if purchasing through a dealer or Customer Identification Number (CID), if purchasing through an FMC or Fleet Cooperative, issued by TMNA Fleet.
 - Commercial or RAC accounts that choose to finance or purchase their vehicles through an FMC or Fleet Cooperative may elect to have the FMC or Fleet Cooperative apply for the Customer Identification Number on their behalf.
 - If the fleet account already has a valid FID or CID but cannot provide it to the dealer, the dealer may search for the appropriate FID or CID by accessing fleet.toyota.com (FTC).
- The fleet customer must have a purchase agreement with a participating Toyota dealership. Copies of the purchase agreement must be made available to the selling dealer/TMNA Fleet and/or the applicable PD upon request.
 - Purchase Agreements must contain the following information:
 - Selling Dealer
 - Ship to Location
 - Vehicle specifications
 - Delivery Window
 - Vehicle Quantity
 - Fleet Account Name
 - Fleet ID Number
 - Customer ID Number (if applicable)
 - Fleet Management / Commercial Leasing Companies must have a purchase agreement from its commercial customer.
 - Fleet Cooperatives must have a purchase agreement for each member.
 - Under the Black Car Program, the dealer must qualify the driver by requiring the following documentation:
 - Valid Vehicle Operator Black Car license
 - Letter from the Black Car base providing the Toyota Fleet Identification number (FID) and stating the driver is affiliated with the base

VI. PLACING AN ORDER

- Vehicle orders must be submitted to TMNA Fleet via fleet.toyota.com.
- Orders may be submitted by the following entities, where applicable:
 - Selling Dealer

- SET or GST
- Non-Dealer participants – only with “Dealer Authorization Form”
 - Fleet Customer
 - FMC/Commercial Leasing Company / Fleet Cooperative
- The entity submitting the order online must retain the Purchase Agreement and any qualifying documentation for at least 18 months.
- Order requests must be received by TMNA Fleet by approximately the 10th of each month (N) for delivery during month (N+4). Example N = January, N+4 = May. Actual order due dates will be communicated by the TMNA Fleet Department on a monthly basis and are available on fleet.toyota.com.
- Under the Commercial program, TMNA maintains a “Commercial pool” of popular models. Please see the Commercial pool models and option combinations available on fleet.toyota.com. Order requests which match the “pool” can be expedited by 30-60 days.
- Licensee, Commercial and Black Car Orders may also be submitted by selecting a specific VIN from the E-mmediate pool on fleet.toyota.com. The E-mmediate pool consists of built (or nearly built) unsold Commercial Pool vehicles that are available for immediate delivery to Fleet accounts. Toyota reserves the right to limit access to the e-mmediate pool to specific programs.
- For the Black Car Program, the Black Car driver’s Vehicle Operator black car license number and the driver’s last name must be entered into the Purchase Order field. For all other programs, the Purchase Order field can be the dealer’s internal tracking number.

VII. DISCLAIMER

- Toyota accepts no responsibility or liability for vehicle orders which cannot be filled as a result of consequences beyond its control, such as limited Fleet production, unexpected production interruption by the manufacturer (TMC, NUMMI, TMMI, TMMK, TMMC) or force majeure. In such cases, Toyota will attempt to notify the Fleet Account/ Dealer/ Distributor at the time it accepts an order that there may be a production limitation or limited availability, which could affect the order and/or requested delivery date.
- Acceptance of an order by the Toyota Fleet ordering system does not constitute a commitment from Toyota to build a vehicle. At TMNA sole discretion, TMNA reserves the right to cancel, limit production, amend, revise, reassign, or revoke any order at any time.
- Any agreement made between a Toyota Fleet Account is solely between that Toyota dealer and Fleet Account. Neither TMNA nor the PD’s will be responsible for a Toyota dealer's inability to perform its contractual agreement. It is understood that the collection of payments from any Fleet Account is the sole responsibility of the Toyota dealer.

VIII. TERMINATION

Toyota reserves the right to revise, revoke or terminate any fleet program, including the related program policies, procedures and guidelines at any time, with written notification to dealers. Program Vehicles previously delivered to the Fleet Account as of the date the applicable fleet program is revised, revoked or terminated shall continue to be covered by the program policies, procedures and guidelines and any other terms and conditions in effect prior to the date of such revision, revocation or termination.

In the event of any material breach or default of the Fleet Account in compliance with the policies, procedures, guidelines and any other terms or conditions for eligibility as a Fleet Account or participation in any fleet program, including but without limitation, advertising or selling fleet vehicles to retail customers or failure to pay any amounts validly due to Toyota under the Program, Toyota reserves the right to terminate that Fleet Account's status as a Fleet Account and/or participation in any fleet program at any time, upon 30- days prior written notice to the Fleet Account, which notice shall specify the nature of the breach or default. Upon the expiration of the notice period, Toyota, at its discretion, may terminate Fleet Account's participation in the program if any material deficiencies remain uncured. If the violations specified in the notice are not cured within such 30-day notice period, Toyota may immediately terminate the Fleet Account's participation in all programs and the Fleet Account will forfeit its Toyota Fleet Identification Number. In such event, the Fleet Account will no longer be eligible to order Toyota vehicles under any fleet program offered by Toyota for a period of 12 months. Reinstatement of Fleet TMNA's discretion.

Any failure by Toyota (TMNA) to insist upon strict compliance with the policies, procedures, guidelines or other terms and conditions of any fleet program, or to exercise any right or remedy, shall not be considered a waiver of Toyota's right to insist upon strict compliance with such program requirements or a waiver of any right or remedy with respect to any existing or subsequent breach or default. No waiver of any breach of any provision of the policies, procedures, guidelines or other terms and conditions of any fleet program shall constitute a waiver of any prior or subsequent breach of the same, or any prior, concurrent or subsequent breach of any other provisions of such policies, procedures, guidelines or other terms and conditions of any fleet program.

IX. AUDIT AGREEMENT

Toyota reserves the right to audit and verify records of Fleet Accounts. All Purchase agreements must be retained and available for a minimum of 18 months following the delivery of the vehicles. TMNA has the right to charge back any incentive payment for units whose eligibility for fleet purchase cannot be substantiated with documentation, as required by TMNA, in its sole discretion.

X. NOTIFICATION OF ANY DELAYS

TMNA will attempt to notify the Fleet Account if any order request or confirmed order is incorrect due to TMNA order specifications or of TMNA's inability to fill an order within the requested timeframe.

- **If the selling dealer placed the order**, TMNA will advise the selling dealer who, in turn, is expected to advise the Fleet Account.

- **If the FMC placed the order**, TMNA will advise the FMC who, in turn, is expected to advise its Commercial account.
- **If the PD placed the order**, TMNA will advise the Private Distributor Field Fleet Manager who, in turn, is expected to advise the Fleet Account.
- **If the Fleet Account placed the order directly**, TMNA will advise the Fleet Account.

XI. IF AN ORDER IS SUBMITTED WITH ERRORS

- Once an order is placed, the selling dealer and the Fleet Account that has registered on fleet.toyota.com can access the order status.
- It is the selling dealer and the Fleet Account's responsibility to review the order once it is submitted and advise the appropriate party in writing that any Order Request or Confirmed Order is incorrect.
 - If the selling dealer placed the order**, the Fleet Account must advise the selling dealer and the selling dealer must advise TMNA Fleet / PD.
 - If the FMC placed the order on behalf of the Fleet Account**, then the FMC must advise TMNA Fleet.
 - If the PD placed the order**, the Fleet Account must advise the Private Distributor Field Fleet Manager who will, in turn advise TMNA Fleet.
 - If the Fleet Account placed the order directly**, the Fleet Account must advise TMNA Fleet.
- TMNA will attempt to notify the Fleet Account if any order request or confirmed order is incorrect due to specification changes or if the order is postponed to a later month.
 - If the selling dealer placed the order**, TMNA will advise the selling dealer who, in turn, is expected to advise the Fleet Account.
 - If the FMC placed the order**, TMNA will advise the FMC who, in turn, is expected to advise its Commercial account.
 - If the PD placed the order**, TMNA will advise the Private Distributor Field Fleet Manager who, in turn, is expected to advise the Fleet Account.
 - If the Fleet Account placed the order directly**, TMNA will advise the Fleet Account

- Neither TMNA nor the PD shall be responsible for any error(s) in orders resulting from the failure of the Fleet Account to notify TMNA in writing in a timely fashion of an error. See Section XIII for the timing required to change an order.

XII. CANCELLING AN ORDER

- Except under the following circumstances: the selling dealer/ Fleet Account may submit an order deletion up to the point in time that TMNA submits its monthly production order request to the plant, typically within fifteen days of the monthly order submission cut-off date.
 - i. E-mmediate orders cannot be canceled as they are processed and submitted immediately.
 - ii. Commercial ASAP orders cannot be canceled if they have already been processed and submitted to the plant. This could occur within 24 hours of submission.
- The status of the order as shown in FTC identifies whether an order can be canceled
 - i. Valid = can be canceled
 - ii. Held = can be canceled
 - iii. Placed = Sent to the plant, cannot be canceled
 - iv. Confirmed = Sent and confirmed by the plant, cannot be canceled
- **For orders submitted directly by the selling dealer** and subsequently cancelled, the vehicle can be sold to another Fleet Account with a Toyota FID /CID that qualifies for the same fleet program. The vehicle cannot be sold as retail.
- **For orders submitted directly by a Commercial Leasing company** and subsequently cancelled, the Commercial Leasing Company has the right to sell the vehicle to another commercial account with a Toyota FID/ CID or sell the vehicle at a Toyota authorized dealer auction. If sold at a Toyota authorized dealer auction, the vehicle must be titled and licensed and cannot be sold as new.
- **For orders submitted directly by a RAC, Licensee or Long Term Daily Rental account** and subsequently cancelled, they have the right to sell the vehicle to another Fleet Account with a Toyota FID/CID and with prior permission by TMNA or sell the vehicle at a Toyota authorized dealer auction. If sold at a Toyota authorized dealer auction, the vehicle must be titled and licensed and cannot be sold as new.
- If a Fleet Account requests consideration for an order cancellation due to special circumstances, the request must be submitted in writing to TMNA Fleet Customer Support group, with a copy to the selling dealer and the Private Distributor, if applicable.
 - i. Orders cannot be canceled after order submission to the plant if they contain factory fleet only models, options and/or fleet only special colors.
 - ii. Orders cannot be canceled after the vehicle has been shipped from the plant marshalling yard or port.

Toyota reserves the right to charge a cancellation fee to the selling dealer and/ or Fleet Account for administrative and/or shipping expenses incurred for orders changed after the order has been submitted to the plant. The fee will not exceed the delivery, processing and handling fee listed on a dealer invoice for that model year unless special shipping arrangements were made and agreed to by the Fleet Account that exceed the delivery, processing and handling fee.

XIII. CHANGING AN ORDER

Except under the following circumstances, the selling dealer/ Fleet Accounts may submit an order change up to the point in time that TMNA submits its monthly production order request to the plant, typically within fifteen days of the monthly order submission cut-off date.

- i. E-mmediate orders cannot be changed as they are processed and submitted immediately.
- ii. Commercial ASAP orders cannot be changed if they are processed and submitted to the plant. This could occur within 24 hours of submission.

The Timing of the Changes:

- The status of the order as shown in FTC identifies what specifications in an order can be changed
 - i. Valid = Model number, Color, Options, Selling/ ship to dealer, Toyota FID/ CID can be changed
 - ii. Held = Model number, Color, Options, Selling/ ship to dealer, Toyota FID/ CID can be changed
 - iii. Placed = Model number, Color, Factory Options cannot be changed. Selling/ship to dealer, Toyota FID/ CID and post production options can be changed
 - iv. Confirmed = Model number, Color, Options cannot be changed. Toyota FID/ CID can be changed. Selling/ ship to dealer and post production options may be changed depending on the vehicle status and the plant. See further rules below.

Changing the Selling Dealer

- A request to change the selling dealer must be submitted in writing with a new purchase order to the TMNA Fleet department. The request can be submitted up to the point in time that the vehicle monroney label and/ or the Manufacturers Statement of Origin has been printed, whichever occurs first:
 - i. For North American built product: typically, five days prior to the scheduled build date at the plant – refer to FTC My Order query “Production Date or Build Date”
 - ii. For Japan built product: typically, 1 day prior to vessel arrival – refer to FTC “Last Status Message - On Vessel Due To Arrive at xx on xx/xx/xx”

Changing the Ship-to Dealer

- The selling dealer/ Fleet Accounts can request a change to the “ship to dealer” if the following conditions are met:
 - i. The specifications of the vehicle match the federal regulations within the state of the new “ship to dealer” and
 - ii. The new “ship to dealer” is serviced by the North American plant in which the vehicle is being built

- iii. The new “ship to dealer” is serviced by the port in which the vehicle is being shipped
 - Long Beach port services Southern CA, AZ, CO, NV, WY, NM, UT
 - Benecia port services Northern CA, TX, AR, LA, OK, MS
 - Portland port services AK, OR, MT, ID, WA, IL, IN, MN, WI, IA, KS, MO, ND, SD, NE, OH, KY, MI, TN
 - Newark port services NY, NJ, CT, MA, ME, NH, RI, VT, DE, MD, PA, WV, VA
 - Jacksonville services FL, AL, GA, NC, SC
 - TMNA reserves the right to modify the states that are serviced by the port at any time.
- iv. The request is submitted in writing to TMNA Fleet department before the vehicle monroney label has been printed:
 - For North American built product: typically five days prior to the scheduled build date at the plant – refer to FTC My Order query “Production Date or Build Date” and/ or Dealer Daily status activity is not equal to “EPD/L”.
 - For Japan built product: typically 1 day prior to vessel arrival – refer to FTC “Last Status Message - On Vessel Due To Arrive at xx on xx/xx/xx” and/ or Dealer Daily status activity code is not equal to “PORT”.

Other changes

- If a Fleet Account requests special consideration for an order change other than those cases listed above, the request must be submitted in writing to TMNA Fleet Customer Support group, with a copy to the selling dealer and the Private Distributor, if applicable.

Toyota reserves the right to charge a change fee to the selling dealer and/ or Fleet Account for administrative and/or shipping expenses incurred for orders changed after the order has been submitted to the plant. The fee will not exceed the delivery, processing and handling fee listed on a dealer invoice for that model year unless special shipping arrangements were made and agreed to by the Fleet Account that exceed the delivery, processing and handling fee.

XIV. TRACKING ORDERS

- The selling dealer, delivery dealer, Fleet Account or FMC can track an order by registering online at fleet.toyota.com (FTC).
- The status of the order, order specifications, the vehicle identification number (VIN), estimated time of arrival (ETA), Fleet Account name, FMC contact list and requested delivery date is available

XV. VEHICLE DELIVERY – THROUGH A TED DEALER

- Commercial Accounts can request courtesy deliveries on a nationwide basis. A list of Toyota Executive Delivery (TED) dealers is available on fleet.toyota.com (FTC) /Toyota Executive Delivery/Participating Dealers.

- As key participants of the Commercial TED program, TED dealers will:
 - i. Perform quality courtesy delivery of vehicles
 - ii. Appoint a dealership contact to coordinate deliveries
 - iii. Negotiate a delivery fee not to exceed \$250.00 per vehicle

The TED delivery process is as follows:

- 1. The selling dealer or FMC notifies the TED dealer when the vehicle is scheduled to arrive.** This is required since the Vehicle Information Delivery Packet (described below) will generally arrive at the dealership after the vehicle.

The TED dealer can access a list of incoming deliveries in two systems:

- FTC under “Order – Status” by entering the dealer code, dealer type as shipping dealer and pressing “Search”
- Dealer Daily under “Vehicle reports – Commercial Delivery, Delivery Dealer”

- 2. The Commercial account, FMC or selling dealer sends the TED dealer a Vehicle Information Delivery Packet.** The Delivery Packet must include:

- Dealer invoice/ Bill of Sale
- Certificate of Origin (if applicable)
- Contact information for Driver
- Title and registration instructions
- Power of Attorney for title and registration of vehicle (if applicable)
- Instructions for title and registration fees and courtesy delivery reimbursement
- Any special Instructions

- 3. The delivering TED dealer notifies the Driver that the vehicle has arrived and is ready for pick up.**

- 4. To the extent applicable, the Commercial Account or FMC confirms the turn-in arrangements with the delivering dealer.** In most cases, the dealership delivering the new vehicle has first right of refusal to purchase the vehicle being turned in.

- 5. The Driver picks up the new vehicle within 10 working days (M-F excluding National holidays) of being contacted by the delivering dealer.**

- The dealer may charge a reasonable and customary storage fee for vehicles not picked up within that time. The storage fee must be disclosed to the Fleet Account/ FMC/Commercial leasing company prior to the arrival of the vehicle to exercise the right to charge a storage fee.
- If the order has a specific delivery window and the vehicle arrives more than 10 working days (M-F excluding national holidays) prior to the first day of the delivery window, the Driver is not required to pick up the new vehicle in advance of the delivery window. The delivering dealer has the right to request compensation from TMNA Fleet for reasonable storage fees from the time of vehicle delivery at the dealership to the delivery window.

6. **(Optional) The Commercial Driver turns in the previously used vehicle at the delivering dealership.** The returned vehicle should be picked up from the dealership within 10 working days (M-F excluding national holidays).
 - The vehicle is stored in a secure spot on the dealership lot until it is picked up by an auction company or another authorized agent of the FMC.
 - The delivering dealer may charge a reasonable and customary storage fee for returned vehicles not picked up within the 10-day window. The storage fee must be disclosed to the Fleet Account/ FMC/Commercial leasing company prior to the arrival of the vehicle to exercise the right to charge a storage fee.
7. **The Selling Dealer, Commercial Account or FMC reimburses the TED dealer for vehicle registration and titling.**
8. **The TMNA Warranty department reimburses the TED dealer for performing the Pre-Delivery Service (PDS) and installing a full tank of fuel.**
 - Vehicles delivered into Private Distributor areas or Upfit vehicles will already have the PDS completed, therefore there will only be automatic reimbursement for a full tank of fuel.
 - Delivering dealer performs the Pre-Delivery Service on all vehicles, including upfit vehicles

XVI. COMMERCIAL VEHICLE DELIVERY TO ANOTHER TMNA FLEET AUTHORIZED LOCATION

Commercial accounts and FMC's may request that vehicles be shipped to their processing facility if authorized by TMNA Fleet. The request will be considered by TMNA Fleet if the following parameters are met:

1. The commercial account or FMC must have a receiving facility capable of enabling an automotive transporter to deliver vehicles.
2. The commercial account or FMC must read and agree to the transportation procedures required of the receiving facility as specified in the TLS Transportation Claims Policy and Procedure Manual. Please refer to fleet.toyota.com.
3. The commercial account or FMC must agree to order vehicles for delivery through a Private Distributor or TMNA processing center for the Pre Delivery Service (PDS).

When the PDS is performed at a TMNA processing center, some components of the PDS designed to protect the vehicle during transportation are not completed. The selling dealer/ Fleet Account will bear the expense of completing the PDS when the vehicle is not delivered to a Toyota Dealer, unless otherwise specified by specific program guidelines. These items may include but are not limited to Road Testing & Mirror Calibration, Adjust Tire Pressure, Body Plug Installation, Rap guard Removal, Interior protective cover removal for door panels, seats, step covers, scuff plates, carpets, etc., Window Label Removal, Clock Setting, Shift interlock cover installation and Headlight Check.

4. The commercial account or FMC will bear the expense of installing a full tank of fuel in the vehicle upon delivery to the customer.

- The request sent to TMNA Fleet should include the following information:
 - Reason for request.
 - Name, address of company (must be a street address).
 - Telephone number of drop ship location.
 - Name of contact at drop ship location.
 - Approximate unit volume per month of drop ship location.
 - Hours of Operation
 - Any delivery restrictions (i.e. time of day, weekends, volume limitations).

XVII. CORP RAC AND LICENSEE VEHICLE DELIVERY –DROP SHIP REQUESTS

Toyota dealers may arrange delivery of a Corp RAC and Licensee Fleet Account's vehicle to anywhere in the Continental U.S. and Alaska under the following conditions:

1. The Fleet Account must have a receiving facility which allows an automotive transporter to deliver vehicles.
 2. The Fleet Account must read and agree to abide by the applicable terms in the Toyota Logistics Services Transportation Claims Policy and Procedure Manual as they pertain to receiving facilities. Please refer to fleet.toyota.com.
 3. The Pre-Delivery Service for RAC accounts is performed at a TMNA or Private Distributor processing facility prior to delivery. When the Pre-Delivery Service is performed at a TMNA processing center, some components of the PDS designed to protect the vehicle during transportation are not completed. The selling dealer/ Fleet Account will bear the expense of completing the PDS when the vehicle is not delivered to a Toyota dealer, unless otherwise specified by specific program guidelines. These items may include but are not limited to Road Testing & Mirror Calibration, Adjust Tire Pressure, Body Plug Installation, Rap guard Removal, Interior protective cover removal for door panels, seats, step covers, scuff plates, carpets, etc., Window Label Removal, Clock Setting, Shift interlock cover installation and Headlight Check
- **Drop Ship Requests must be submitted in writing to TMNA Fleet at least five days prior to submitting the first order.**

The request must include the following information:

 - Reason for request.
 - Name, address of company (must be a street address)
 - Telephone number of drop ship location.
 - Name of contact at drop ship location.
 - Approximate unit volume per month of drop ship location.
 - Hours of Operation
 - Any delivery restrictions (i.e. time of day, weekends, volume limitations).

- **TMNA will not provide drop shipment under this program to vehicle accessory shops, including but not limited to**
 - stripe companies
 - upholstery shops
 - tire/wheel stores
 - bumper companies and
 - paint shops

Issuance of a drop ship code does not represent any form of endorsement by Toyota of the receiving company or its products or services, nor is a drop ship code to be construed as a dealer code.

Any misuse of a drop ship code will result in immediate termination of the code. Once a drop ship code has been established, TMNA Fleet will monitor it for activity on a monthly basis. If there have not been any drop shipments to the code's location for twelve consecutive months (or such other period of time as determined by TMNA) the drop ship code will be terminated

XVIII. SHIP THROUGH SERVICES

The Ship Through Program is available to all Fleet Accounts and FMC's that may request TMNA to drop ship vehicles at an upfit contractor (Upfit Contractor) and subsequently to transport the upfit vehicles (Upfit Vehicles) to the delivering dealer for final delivery to the Fleet Account. The request will be considered by TMNA Fleet if the following parameters are met:

- The Upfit Contractor must be pre-approved by TMNA Fleet.
- The Upfit Contractor must be within a reasonable distance of a Toyota processing facility for re-entry into the Toyota Logistics network.
- Selling dealer and the Fleet Account must agree to the following terms of purchase and sale of the vehicles:
 - Title and risk of loss to vehicles sold in the ship through program will occur upon delivery to the Upfit Contractor.
 - Selection of and payment for equipment for upfit ("Selling Dealer/Fleet Account Equipment) are the sole responsibility of the Fleet customer-. However, the Upfit Vehicles must fit within TMNA's prescribed shipping envelope and upfit modifications must also comply with any other guidelines TMNA may publish from time to time.
 - TMNA is not the seller of the Upfit Vehicles; TMNA sells the vehicle as originally built and assembled and has no responsibility for either the Selling Dealer/Fleet Account Equipment or the installation or alterations made by the Upfit Contractor
- The Selling dealer/ Fleet Account must agree to the terms and conditions associated with the ship through service:
 - TMNA may charge an additional fee, including the carrier transportation fee for the transport of the vehicle from the plant/ Vehicle Distribution Center to the Upfit Contractor and back to the closest capable Vehicle Distribution Center as

determined by TMNA plus any administrative fees associated with providing the service.

- TMNA will perform the following services acting solely as Customer's agent:
 - Arrange and pay freight costs for shipping the Upfit Vehicles from the Upfit Contractor Facility to Customer's final designated destination which must be a Toyota Franchised dealer or authorized drop ship location.
 - Arrange for inspection of each Upfit Vehicle shipment and Upfit Vehicle for missing equipment and physical damage at each delivery point during shipment of such Upfit Vehicle from the Upfit Contractor Facility to the Final Destination, determine the severity of the damage and execute the following solutions:
 - Repairable damage or missing Toyota equipment caused by TMNA's carrier or agent– TMNA will facilitate the repair of the vehicle.
 - Non-repairable damage or missing Selling Dealer/Fleet Account Equipment caused by TMNA's carrier or agent– TMNA will make claims on behalf of the selling dealer/ Fleet Account for loss or damages. At the selling dealer/ Fleet Account's election, TMNA will either remit the proceeds of any damage claims directly to the Fleet Account, or remit the proceeds to the Selling Dealer to be used to effect repairs to the Upfit Vehicles on behalf of selling dealer/Fleet Account.
 - Damage not caused by the carrier – This is the responsibility of the Selling Dealer/ Fleet account.
- Selling dealer and Fleet Account must agree to and acknowledge the following limitations as to TMNA warranty of the vehicles:
- **TMNA's Vehicle Warranty; Compliance with Law.** The only warranty made or deemed to have been made by TMNA applicable to the Vehicles shall be TMNA's warranty in effect for that model year Vehicle, including TMNA's certification that each Vehicle (before installation of the Selling dealer/Fleet Account Equipment or any modification or alteration by Upfit Contractor) conforms to all applicable safety, emissions, noise and other standards and regulations prescribed by federal, state, or local authorities (Law). The vehicles shall be delivered to Selling dealer/Fleet Account at the facility of the Upfit Contractor with copies of such warranty. **Except where prohibited by law, such warranty will be expressly in lieu of any other warranty, express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose; and the remedies set forth in such warranty will be the only remedies available to any person with respect to the vehicles. TMNA does not assume or authorize any other obligation or liability regarding the vehicles.**
- **No Warranty of Selling dealer/Fleet Account Equipment, Vehicle Modifications or Alterations.** TMNA's warranty obligations (and any governmental certification made by TMNA) shall run only to the vehicles as delivered to Selling dealer/Fleet account at the Upfit Contractor facility prior to installation of the Selling dealer/Fleet Account Equipment, notwithstanding any knowledge regarding the use or uses intended to be made of such Vehicles, or any proposed changes or additions to such Vehicles. Other than the size and dimension specification provided by TMNA or its carrier to Selling dealer/Fleet Account to

ensure that the final Upfit Vehicles and/or Selling dealer/Fleet Account Equipment will fit on TMNA's carrier's standard vehicle transport trailers to enable TMNA to provide the ship-through services and any other guidelines that TMNA may publish from time to time, Selling dealer/Fleet Account and the Upfit Contractor are and shall be solely responsible for determining what Selling dealer/Fleet Account Equipment shall be installed on vehicles sold in the ship-through program. In addition, Selling dealer/Fleet Account and Upfit Contractor are and shall be solely responsible for determining what, if any, alterations or modifications to the Vehicles are required for the installation of the Selling dealer/Fleet Account Equipment in accordance with applicable Law. Notwithstanding the foregoing, the modifications and alterations the vehicles shall not void any vehicle warranty by TMNA if the Selling dealer/Fleet Account can establish that such modifications did not adversely affect the warrantable item in question. Any part of a Toyota vehicle upon which any conversion, modification, or installation of a non-Toyota part has been made, so in Toyota's reasonable opinion, to adversely affect the performance, reliability, or stability of the part, is not covered. Where such conversion, modification, or installation of a non-Toyota part does not adversely affect the performance, reliability, or stability of the part, the warranty on that part remains in effect and such action does not, in and of itself, render the warranty of a part void. However, any failure to a Toyota-supplied part resulting from such an action is not covered by the warranty. Failures as a result of improper installation or adaptation of the body and/or special equipment by other manufacturers or suppliers are not covered.

- **No Warranty of Upfit Vehicles.** The Selling dealer/Fleet Account and Upfit Contractor shall be solely responsible for ensuring that the Selling dealer/Fleet Account Equipment, and any alterations, modifications or additions made to the vehicles to accommodate the installation of the Selling dealer/Fleet Account Equipment, are free from defects in design, materials and workmanship, including but not limited to such defects, alterations, modifications or additions that would cause any of such Vehicles to fail to meet or comply with applicable Law.
- **Shipping Envelope.** The Selling dealer/Fleet Account and Upfit Contractor shall be solely responsible for ensuring that the Selling dealer/Fleet Account Equipment, and any alterations, modifications or additions made to the Vehicles to accommodate the installation of the Selling dealer/Fleet Account Equipment, do not alter the size of the vehicle beyond the designated Toyota Shipping envelope. If the vehicle exceeds the maximum size, as determined by TMNA or the carrier, the Selling dealer/ Fleet Account/ Upfit Contractor shall be responsible for any damage occurring during shipment to the final delivery dealer. If TMNA or the carrier determines the vehicle cannot be safely shipped, the Selling dealer/ Fleet account is responsible for transporting the vehicle to the final delivery dealer. For a diagram of the shipping envelope dimensions, go to fleet.toyota.com.

XIX. SECONDARY DEALER CODES

The Secondary Dealer Code system is available to all selling dealers in order to assist them in accommodating the special requirements of commercial lessors and national rent-a-car companies, including but not limited to:

- Separate lines of credit

- Order tracking capability
- Better inventory control
- Direct mail of Certificates of Origin and Dealer Invoices

The Secondary Dealer Code system is administered and coordinated by the TMNA or PD Fleet Department. All requests by a selling dealer for issuance of a secondary dealer code must be submitted in writing for approval. The name identification assigned to the secondary dealer code will be the dealership name and Fleet Account name

To obtain a Secondary Dealer Code, the selling dealer must submit the following to TMNA Fleet or the applicable Private Distributor before placing the first order:

1. **Toyota Dealer Power of Attorney Agreement** provides the national Fleet Account with the right to order, take delivery and register Toyota vehicles under the Toyota Dealer's assigned Dealer Code. This form is available online at fleet.toyota.com (FTC) or through the respective TMNA/PD FFM/ Fleet manager.
2. **Sample Bank Letter Establishing Line of Credit** to establish a separate line of credit for each secondary dealer code. This form is available online at FTC or through the respective TMNA/PD FFM/ Fleet manager.
 - a. If more than one Fleet Account is to be handled by the same financial source, the dealer must supply the individual floor line limits for each account including both daily and maximum limits.
 - b. If the dealer revises the floor limits for the primary or secondary dealer code, the standard Toyota bank letter and procedures are required for notification to TMNA/ PD.
3. Sample Letter from Toyota Dealer to TMNA/ PD Authorizing ACH Transfers authorizing TMNA/PD to conduct electronic transfers, deposit transfer checks, and/or cash drafts. This form is available online at FTC or through your respective TMNA/PD FFM/ Fleet manager.
4. Sample Letter from Dealer to TMNA/ PD Authorizing Distribution of Holdback and Finance Reserve Funds directing how holdback and finance reserve funds will be distributed for commercial orders. This form is available online at FTC or through the respective TMNA/PD FFM/ Fleet manager.
5. Sample Letter of Manufacturer's Statement of Origin Certificate informing TMNA Fleet or PD where to send the Certificates of Origin. This form is available online at FTC or through the respective TMNA/PD FFM/ Fleet manager.
 - a. Invoices and Certificates of Origin for secondary dealer codes will be mailed via regular mail unless otherwise directed and funded by the Fleet Account.
 - b. With prior authorization, Fleet Accounts may arrange to pick-up the MSO's and invoices from the TMNA Fleet/PD office via courier.

XX. FLEET INVOICING & INCENTIVE PAYMENTS

Commercial Fleet Invoices include the following:

- Dealer Holdback
- Wholesale Finance Reserve
- Fuel charge for 4 gallons of fuel
- Destination, processing and handling fee (DPH)
- Published program incentives

And do not include:

- DAP

All Other Fleet Invoices include the following unless otherwise stated in the program criteria:

- Administrative fee
- Destination, processing and handling fee (DPH)
- Published Program incentives

And do not include:

- Dealer Holdback
- Wholesale Finance Reserve
- DAP
- Fuel charge for 4 gallons of fuel (see note below for exceptions)

Vehicles ordered under the Commercial program and later transferred to other fleet programs may have a fuel charge if the fuel was installed prior to the program transfer. This includes non commercial orders fulfilled through the E-mmediate ordering process.

It is the dealer's responsibility to include holdback and wholesale financial reserve in all cost and pricing analysis regarding the sale of "J" category commercial vehicles.

The Destination, processing and handling fee may vary by delivery area and vehicle type. For a list of current DPH charges, go to the order section of FTC at fleet.toyota.com.

TMNA reserves the right to charge an administration fee for specific fleet programs.

Fleet incentive funds are available for vehicles meeting program criteria. Each incentive is based upon the fleet program, series and model year.

- For a list of specific programs available for fleet incentives, go to fleet.toyota.com
- The Fleet Account must notify TMNA Fleet within one hundred twenty (120) days from the date of receipt of the vehicle that incentive payments have not been received. No requests will be accepted after that date.
- The fleet dealer and/or Fleet Account will be subject to fleet incentive charge-backs if the R.L. Polk registration audit report does not reflect the registration of the fleet vehicle ("J" category) to the Fleet Account or its commercial customer who originally ordered the vehicle.

- The fleet dealer and/ or Fleet Account will be subject to fleet incentive charge- backs if the vehicle is exported or sold prior to the end of the minimum in service time required for the applicable fleet program.

XXI. FLEET ORDER PRICE ASSURANCE

Fleet Order Price Assurance may be available to dealers / Fleet Accounts for previously approved fleet orders during the transition of a model year change. For those series launching a new model year, TMNA Fleet / PD assures that the new model introduction price levels for vehicles produced no later than a certain date will not exceed the final prior Model Year TMNA/PD Dealer invoice price levels plus any specification changes, safety equipment, and required emissions equipment, plus the applicable % specified in the published Price Assurance document for each model year.

Price Assurance does not include increases resulting from the following changes:

- equipment/specification changes,
- safety equipment,
- required emissions,
- factory installed options or packages,
- port installed options,
- fuel
- delivery, processing and handling (DPH)
- holdback, finance reserve and DAP
- advertising
- fleet incentives

Price Assurance is only available under the following conditions:

- Only Commercial, Corp RAC or Licensee programs qualify for price assurance unless otherwise noted in a separate agreement by TMNA Fleet Department.
- There is a valid fleet order for a particular model year posted in FTC by the specified date with a delivery month not to exceed four months from the order date.
- The order is confirmed to be delivered in the specified time frame. Orders that are pending due to low or no availability will not be price assured if they are scheduled for production outside the price assurance timeframe.
- The ordered vehicle is delivered to the specifically named Fleet Account for whom the order originally was placed and for which prior approval was granted. Vehicles taken back into dealership inventory, or subsequently sold as new or used vehicles to other than the original purchaser are ineligible.
- The units were originally ordered as fleet vehicles, and not for retail sale. Vehicles transferred to Fleet out of dealer stock are not eligible.

How Price Assurance Works:

- Price Assurance is calculated by the difference between the Base Model Dealer Price and the calculated value of the prior model year final published base model dealer price with new standard features. The dealer is invoiced at the price assurance level or new model introduction price, whichever is lower.
- If base model introduction prices are higher, TMNA/PD will apply an invoice credit for 100% of the difference between price assurance levels and TMNA/PD dealer introduction prices.

2% Price Assurance Calculation - Camry Model 2532

Commercial Program

| | | Calculated value | For Example | MY09vs |
|---------------------------------------|-----------------|------------------|-----------------|---------------|
| | MY09 Final | MY09 +2% | MY10 Intro | Variance |
| Dealer Base Price | \$18,727 | \$19101 | \$20,200 | |
| Standard Spec Change | \$0 | \$900 | \$ | |
| New Base Price | \$18,727 | \$20,001 | \$20,200 | \$1473 |
| FE- 50 State Emissions | \$0 | | \$ | \$0 |
| AW- Aluminum Wheels | \$328 | | \$33 | \$5 |
| Fuel Fee | \$16 | | \$1 | \$0 |
| Fleet Credit (2% of MSRP) | -\$433 | | -\$464 | -\$31 |
| Delivery, Processing & Handling (DPH) | | | | |
| H1 – Commercial program | -\$600 | | -\$400 | \$200 |
| Holdback and Finance Reserve | \$561 | | \$60 | \$45 |
| Price Assurance Amount* | 0 | | - | -\$199 |
| Total Vehicle Invoice | \$19,319 | | \$20,842 | \$1523 |
| Total Increase | | | \$1523 | |

Important Comments: Price Assurance is calculated by the difference between the Base Dealer Price and the calculated value with new standard features. It also excludes the increase of \$5 Aluminum wheels, \$31 fleet credit, \$30 DPH increase, \$200 incentive change and \$45HB and FS. The net price change is \$1523.

XXII. FLEET ORDER PRICE PROTECTION PROGRAM

Fleet Order Price Protection is available to dealers / Fleet Accounts for previously approved fleet orders in the event of a mid year price increase.

Price Protection does not include increases resulting from the following changes:

- equipment/specification changes,
- safety equipment,
- required emissions,
- factory installed options or packages,
- port installed options,
- fuel
- delivery, processing and handling (DPH)
- holdback, finance reserve and DAP
- advertising
- fleet incentives

Price Protection is only available under the following conditions:

- Only Commercial, Corp RAC or Licensee programs qualify for price protection unless otherwise noted in a separate agreement by TMNA Fleet Department.
- The ordered vehicle is delivered to the specifically named Fleet Account for whom the order originally was placed and for which prior approval was granted. Vehicles taken back into dealership inventory, or subsequently sold as new or used vehicles to other than the original purchaser are ineligible.
- There is a valid fleet order posted in FTC by the specified date with a delivery month not to exceed four months from the order date.
- The order is confirmed to be delivered in the specified time frame. Orders that are pending due to low or no availability will not be price protected if they are scheduled for production outside the price protection timeframe.
- The units were originally ordered as fleet vehicles, and not for retail sale. Vehicles transferred to Fleet out of dealer stock are not eligible.

How Price Protection Works:

- Fleet Accounts submitting orders during the qualifying time period will qualify for price protection based on the published base model dealer price level in effect at the time the order was placed.
- Price Protection to the dealer will be accomplished by invoicing at the new base model price and applying an invoice credit for the differential between the old and new base model dealer prices.

Toyota reserves the right to extend the price protection program for the entire model year for specific government/utility business that has been approved for bid assistance. Please see the bid assistance section below.

Example #1- Price Protection w/ Increase in Dealer Base Price

2009 Toyota Corolla

| | MY Start Up | Mid Year Price Chg | Variance |
|---------------------------------------|--------------------|-----------------------|-----------------|
| Dealer Base Price | \$14,568.00 | \$14,824.00 | \$256.00 |
| 50 State Emissions | \$0.00 | \$0.00 | \$0.00 |
| Fuel fee | \$16.00 | \$16.00 | \$0.00 |
| Fleet Credit 2% of MSRP | (\$333.00) | (\$335.00) | (\$2.00) |
| Holdback and Finance Reserve | \$437.00 | \$445.00 | \$8.00 |
| H1 Commercial Incentive | (\$200.00) | (\$200.00) | \$0.00 |
| Delivery, Processing & Handling (DPH) | \$750.00 | \$750.00 | \$0.00 |
| Total | \$15,238.00 | \$15,500.00 | \$262.00 |
| Price Protection Amount | | (\$256.00) | |
| Total Vehicle Invoice | | \$15,244.00 | |
| Total Increase in Vehicle Inv | | \$6.00 | |

Important Comments: Price protection is calculated by the difference between the Base Dealer Price and excludes any increase accessories and the Fleet Credit. If there had been an increase in DPH along with the price increase this amount would not be subject to price protection.

Example #2- Price Protection w/ Increase in Dealer Base Price and DPH

2010 Toyota Corolla

| | MY Start Up | Mid Year Price Chg | Variance |
|---------------------------------------|--------------------|-----------------------|-----------------|
| Dealer Base Price | \$14,824.00 | \$14,953.00 | \$129.00 |
| 50 State Emissions | \$0.00 | \$0.00 | \$0.00 |
| Admin fee | \$10.00 | \$10.00 | \$0.00 |
| Fleet Credit 2% of MSRP | (\$335.00) | (\$337.00) | (\$2.00) |
| H5 Licensee Incentive | (\$200.00) | (\$200.00) | \$0.00 |
| Delivery, Processing & Handling (DPH) | \$750.00 | \$770.00 | \$20.00 |
| Total | \$15,049.00 | \$15,196.00 | \$147.00 |
| Price Protection Amount | | (\$129.00) | |
| Total Vehicle Invoice | | \$15,267.00 | |
| Total Increase in Vehicle Inv | | \$18.00 | |

Important Comments: In the illustration above, the net increase in dealer cost is \$18 (combined increase of an increase in the Fleet credit of \$2.00 and an increase in the DPH of \$20.00)

XXIII. FLEET CAR/TRUCK BIDDING ASSISTANCE

TMNA Fleet may elect to provide competitive bid assistance and/ or Model Year price protection to dealers who wish to submit a formal fleet bid to a utility or government agency intending to purchase 25 or more vehicles in the current model year.

TMNA Fleet will only provide bid assistance/ price protection service to dealers for

- 1. utilities and governmental agencies who are**
- 2. submitting bids for 25 or more vehicles in the current model year.**

The dealer requesting bid assistance/price protection must provide TMNA with the completed bid assistance form prior to submitting the bid. This form is available online at fleet.toyota.com (FTC) or through the respective TMNA/PD FFM/ Fleet manager.

The form requests the following information:

1. Detailed bid specifications

2. Known competitive models
3. Bid timetable
4. Any other pertinent data
5. Request for model year price protection.

If price protection is granted for the model year, the price protection will be based on the published base model dealer price level in effect at the time the bid was originally placed. If the dealer is bidding for products in which pricing has not been announced, the price protection will be based on the initial published base model dealer price in effect at the launch of the new model year.

Price Protection does not include increases resulting from the following changes:

- equipment/specification changes,
- safety equipment,
- required emissions,
- factory installed options or packages,
- port installed options,
- 4 gallons of fuel
- delivery, processing and handling (DPH)
- holdback, finance reserve and DAP
- advertising
- fleet incentives

Please note: Models that launch mid year will generally have a change in DPH, fuel, fleet incentives and port installed options beginning with August or September delivery. These charges are not price protected.

In the event of a price increase during the current model year, some price protection will be provided for a period of time not to exceed the terms of the written bid or contract award. Please review the price protection terms and conditions in the above section for details.

The maximum delivery period must not exceed the **current** model year or the period specified by the terms of the bid or contract, whichever is shorter. In all cases, delivery will be of model year vehicles specified by the agreement. Dealers are advised to contact their Fleet Field manager if the model year build out timing is not known. Substituting new model year vehicles for prior model year vehicles will be at the expense of the dealer.

In order to receive automatic credit on the invoice, the dealer must note the incentive and bid request in the comment field on the vehicle order. Eligible vehicles must be originally ordered as fleet vehicles, and not for retail sale. Vehicles transferred to Fleet out of dealer stock are not eligible for bid assistance / price protection.

Any agreement made between a utility or government agency is solely between that Toyota dealer and the utility or government agency. Neither TMNA nor Toyota's Private Distributors (PD's) will be responsible for a Toyota dealer's inability to perform its contractual agreement regarding availability of product.

At its sole discretion, TMNA reserves the right to cancel, limit production, amend, revise, reassign, or revoke any model in the fleet program.

XXIV. NATIONAL ACCOUNT WARRANTY STATIONS

- Selected national accounts with substantial Toyota fleets may be approved by TMNA as minor repair warranty stations. For further information contact the Field Fleet Manager assigned to your area.

XXV. PRODUCT PRICE INFORMATION

- Selected national accounts with substantial Toyota fleets may request product price information.
- In order to receive this information, the Fleet Account must sign the Nondisclosure and Confidentiality Agreement. The agreement form is available through the TMNA fleet website, fleet.toyota.com (FTC) or the respective TMNA/PD FFM or Fleet Manager.

XXVI. DUPLICATE CERTIFICATES OF ORIGIN

TMNA/PD sends each dealer a Certificate of Origin (“C of O”) at the time each vehicle is invoiced. This document represents ownership of the vehicle as well as certification that the vehicle meets U.S. emission and safety requirements. It should be stored in a secure area.

- Vehicles sold and delivered within the State of California do not require a C of O.
- Transfer of ownership is initiated by the assignment on the reverse side of the C of O.
- Issuance of a second C of O does not void the original document.

Procedures for Issuance of Duplicate C of O

- **If an original C of O is lost, damaged or destroyed by the selling or delivery dealer within 60 days of the vehicle sale reporting date**, the selling dealer must complete and submit a Request for Duplicate C of O Form to the applicable TMNA Fleet department or PD along with the original C of O or its remains (if available).
- **If an original C of O is lost, damaged or destroyed by the designated Fleet Account with power of attorney for the selling dealer within 60 days of the vehicle sale reporting date**, the Fleet Account may request a duplicate by completing the Request for Duplicate C of O Form and sending it to the applicable TMNA Fleet department or Private distributor along with the original C of O or its remains (if available).
- **If an original C of O is lost, damaged or destroyed after 60 days of the vehicle sale reporting date**, the selling dealer must complete and submit a Request for Duplicate C of O form to the applicable TMNA Fleet department or PD along with the original C of O or its remains (if available). The dealer must indicate the state in which the customer lives and/or has a business. The Fleet Account or selling dealer must provide one of the following:

1. Statement from the state vehicle titling agency verifying that the vehicle has not been titled in that state.
2. Proof of purchase, including Bill of Sale and registration documentation.

If the request for a duplicate C of O involves a California dealership and the vehicle has been retailed in the state of California, the dealership must submit a Request for Duplicate C of O form to TMNA Fleet department or PD along with either a copy of the one way trip permit or other shipping documentation.

- If an original C of O is lost, damaged or destroyed by a third party not named above, the selling dealer must complete and submit a Request for Duplicate C of O form to the applicable TMNA Fleet department or PD along with the original C of O or its remains (if available). The dealer must indicate the state in which the customer lives and/or has a business. The customer must provide one of the following:
 1. Statement from the state vehicle titling agency verifying that the vehicle has not been titled in that state.
 2. Proof of purchase, including Bill of Sale and registration documentation.

The Request for Issuance of a Duplicate C of O form is available through fleet.toyota.com or the applicable TMNA/PD FFM/ Fleet manager.

Duplicate C of O's will only be issued if, in TMNA's sole discretion, there is a valid reason for and appropriate documentation is provided.

Where applicable, TMNA Fleet or PD reserves the right to charge the selling dealer, the Fleet Account or the delivery dealer a reasonable administrative fee for creating the duplicate C of O.

| Version # | Date | Revision Description |
|-----------|------------|--|
| 2.2 | 08/25/2017 | Updated to TMNA Template and TED Delivery Policy |
| | | |