

PUBLICATION PURCHASE AND USAGE TERMS AND CONDITIONS

IMPORTANT:

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ORDERING AND USING THE PUBLICATIONS, PRINTED BOOKS AND/OR CD-ROMS.

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ORDERING, PURCHASING AND/OR USING PUBLICATIONS, PRINTED BOOKS AND/OR CD-ROMS SHALL CONSTITUTE ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREINAFTER.

The entire text of these Terms and Conditions forms an integral part of any Terms and Conditions concluded regarding the use of the publications, printed books or cd-roms for the purposes set out herein.

1. Definitions

1.1. "Publication(s)" means the publications, printed books and cd-roms as made available by TME on this website, as of the date of acceptance of, and in line with, the Terms and Conditions.

1.2. "Use" or "Using" means to access, install or otherwise benefit from using the functionality of the Publications.

1.3. "TechDoc Website" means the www.techdoc.toyota-europe.com - website or the www.techdoc.lexus-europe.com - website.

1.4. "Consumer" means any consumer ordering, purchasing and/or using the Publications.

2.

2.1. Distance selling

In compliance with the applicable European and Belgian Distance Selling laws, please be informed of the following information prior to concluding a contract with TME:

2.1.1. **Supplier:** The supplier of Publications is Toyota Motor Europe NV/SA, a company incorporated under Belgian law, having its registered office at Bourgetlaan 60, B-1140 Brussels, Belgium.

2.1.2. **Main Characteristics of the Goods:** the Publications as defined in clause 1 hereinabove. It will be sent as printed material or a jewel case packaging containing a software disc (CD-ROM).

2.1.3. Prices of the Publications:

- Prices quoted on the TechDoc Website are applicable **only for the Publications ordered through the website** and may differ from prices quoted elsewhere;
- A total cost will be provided by the TechDoc Website.

2.1.4. **Delivery Costs:** The total price to be paid by the Consumer already includes the delivery costs up to the Consumer's address of destination.

2.1.5. Arrangements for Payment, Delivery and/or Performance of the Agreement:

- Payment can be made by credit card;
- The Publications will be delivered within 10 working days of the day after the consumer placed his order;
- A direct link to the appropriate carrier tracking information website will be provided by e-mail so that Consumer can track the order he placed.

2.1.6. **Right of Withdrawal:** Under the Distance Selling rules and regulations the Consumer has a right of withdrawal, subject to certain exceptions. More specifically the Consumer has a period of seven working days from the day of receipt by the Consumer, in which to withdraw from the contract without penalty and without giving any reason. The only charge that may be made to the consumer because of the exercise of his right of withdrawal is the direct cost of returning the Publication.

The Consumer may not exercise the right of withdrawal provided for hereinabove in respect of contracts for the supply of the Publications that are unsealed by the Consumer.

2.1.7. **Substitute Goods and Information on after-sales services:** The Consumer will receive a warranty replacement Publication only in the following limited cases:

- In case the Customer receives a damaged Publication, reports it by e-mail to the address provided on the TechDoc Website within 48 hours after delivery and sends it back to the address specified to him by the Local Call Centre within 7 working days after delivery;
- In case the Customer receives a wrong article, reports it by e-mail to the address provided on the TechDoc Website within 48 hours after delivery and sends it back to the address specified to him within 7 working days after delivery (returning costs will be borne by TME if the receipt of the wrong article by the Consumer was not caused by a wrong order by the Consumer); or
- In case the Customer did not receive the Publication(s) he ordered.

The TechDoc Website provides the Consumer with a 'FAQ'-page (frequently asked questions).

Without prejudice to article 2.1.6 TME has a "No cash refund" policy and will therefore not give cash or credit card refunds on the Publications once they have been delivered.

2.1.8. **Validity Period of Offer or Price:** TME will charge to the Consumer the price applicable at the date of the order, as stipulated on the website.

2.2. Usage.

Subject to the restrictions and limitations set forth below, the Consumer can use the ordered Publications for his private purpose only.

2.3. Restrictions.

The Consumer does not have the right to distribute, rent, lease or copy the Publications to third parties for commercial or non-commercial use. If applicable (e.g. for cd-roms) the Consumer shall not modify, disassemble, reverse engineer, or decompile the Publications, or otherwise reduce any part of the Publications to any human readable form except to the extent the Consumer may be expressly permitted to decompile under applicable law.

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3.

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4.3

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5.

These Terms and Conditions are effective until terminated. TME has the right to terminate these Terms and Conditions at any time, for any reason without any compensation, obligation or liability to Consumer.

6.

6.1. Notice.

All requests and notices given under these Terms and Conditions will be in writing and will be by personal delivery, facsimile transmission, or by certified or registered mail, return receipt requested (or in the case of notices from TME to the Consumer, by e-mail) and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of delivery of electronic transmission. Notices from the Consumer to TME will be sent to the following address info@toyota-tech.eu Notices to the Consumer will be sent to the address or email address that the Consumer has provided to TME. The Consumer warrants that the contact information he provided with these Terms and Conditions is accurate and current as of the date he provided such information.

6.2. Privacy - data protection

Any personal data the Consumer provides to TME and/or its subcontractors in the ordering of the Publications will be used by TME and/or its subcontractors for the purpose of handling the distance selling to the Consumer, and only for that purpose. TME and/or its subcontractors make every effort to ensure the secure collection, transmission and temporary storage of personal data in accordance with the nature of such data and in compliance with the relevant European legislation regarding data protection. TME and/or its subcontractors will not transfer the Consumer's personal data to any third parties. At all times the Consumer has the right to access, to become rectification of and to object to the use of the personal data.

TME and/or its subcontractors will erase all Consumer information within 15 days after the delivery of the Publications to the Consumer.

6.3. General.

If any part of these Terms and Conditions is found void and unenforceable, it will not affect the validity of the rest of the Terms and Conditions, which shall remain valid and enforceable according to its terms. These Terms and Conditions may only be modified in writing and duly signed by an authorized person of TME. This is the entire Terms and Conditions between TME and the Consumer relating to the use of these Publications and it supersedes any prior representations, Discussions, undertakings, communications relating to the Publications.

6.4. Governing Law.

These Terms and Conditions and all disputes arising from them will be governed by and construed in accordance with Belgian law. The content of the TechDoc Website will not be regarded as a specific invitation addressed to the Consumer, or as an advertisement in the country in which the Consumer has his habitual residence.

6.5. Competence

The competent courts in Brussels (Belgium) will have exclusive jurisdiction over all disputes relating to these Terms and Conditions, the order, the purchase and the use of the Publications.