

## **DEALER PARTS FEATURE DISCLAIMER - VIEWED BY ANY ONE ACCESSING WEBSITE**

NONE OF THE PRODUCTS represented in this feature have been designed, manufactured, distributed, sold, tested, endorsed or approved by Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc. or any other Toyota affiliated company (collectively, the "Toyota Companies"), or PivNet, and these products are NOT Genuine Toyota Parts and Accessories.

These are all aftermarket parts and accessories. The inclusion of these items is intended solely as a convenience for customers. All statements, claims, endorsements, fit, and/or application claims are made by the identified dealership (and NOT by PivNet or any of the Toyota Companies). The seller of these items is the identified dealership, and is NOT any other company (i.e., it is not PivNet or any of the Toyota Companies).

Installation of any of these items may adversely affect, void or violate the terms of the warranty coverage on your vehicle. You should carefully review the terms of your vehicle warranty prior to purchase and/or installation of any aftermarket part or accessory.

Neither Pivnet nor any of the Toyota Companies makes any representations or warranties of any kind or nature, express or implied, including without limitation, no warranty of merchantability or fitness for a particular purpose. Neither PivNet nor any of the Toyota Companies shall be responsible or liable for any of these items, including without limitation, to the greatest extent permitted by law, not responsible or liable for incidental, consequential, indirect or punitive damages as a result of the purchase and/or installation of these products. Neither PivNet nor any of the Toyota Companies endorse or authorize the use of any of these products for any particular purpose, and these items should NOT be utilized for an application that requires the use of Genuine Toyota parts and accessories. See additional disclaimers in Disclaimers link to this feature of this website.

## **DEALER PARTS FEATURE DISCLAIMER - DEALER "I AGREE" TEXT**

I am a duly-authorized representative of the identified Dealership doing business in the Central Atlantic Toyota Distributors marketing area of Toyota Motor Sales, U.S.A, Inc. (the "Dealer"). I confirm the following:

1. Dealer agrees to all of the terms and conditions of the PivNet Accessory Marketing Agreement between PivNet Inc. and Dealer (the "Agreement");
2. Dealer agrees that this is a Dealer Parts Item, as defined in the Agreement, and, accordingly, Dealer has sole responsibility and liability thereof, including without limitation, the obligation to evaluate, investigate and select this item for inclusion, as well as be responsible for any and all warranty, product liability and any other claims, liabilities and/or damages arising therefrom;
3. Neither PivNet nor Toyota Motor Sales, U.S.A., Inc., Toyota Motor Corporation or any of their affiliated companies have endorsed or authorized the use of this Dealer Parts Item, and none of them

makes any representations or warranties of any kind or nature, express or implied, including without limitation, no warranty of merchantability or fitness for a particular purpose;

4. Dealer has completed an evaluation and investigation (and hereby confirms) that the Dealer Parts Item being uploaded to the system is in full compliance with all applicable laws, rules and regulations, including without limitation, federal, state and local laws, and its installment and use shall not violate any applicable laws, rules and regulations if used in the manner described in the text of the Website Application (as defined in the Agreement) visible to the public; and

5. Dealer understands and agrees that PivNet reserves the right to remove any Dealer Parts Item and/or any other goods and/or services on the Website Application at PivNet's sole discretion at any time.

I hereby accept and approve of these terms and conditions on behalf of the Dealer and confirm the voluntary agreement of the Dealer, and my status as a duly-authorized representative of Dealer, by clicking the "I accept" button.

#### **ASSOCIATED PRODUCTS DISCLAIMER - VIEWED BY ANY ONE ACCESSING WEBSITE**

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These are all aftermarket parts and accessories. The inclusion of these items is intended solely as a convenience for customers. All statements, claims, endorsements, fit, and/or application claims are made by the representing dealership (and NOT by any of the Toyota Companies). The seller of these items is the identified dealership (or with respect to a sale to that dealership, the seller is PivNet), and is NOT any of the Toyota Companies.

Installation of any of these items may adversely affect, void or violate the terms of the warranty coverage on your vehicle. You should carefully review the terms of your vehicle warranty prior to purchase and/or installation of any aftermarket part or accessory.

No Toyota Companies makes any representations or warranties of any kind or nature, express or implied, including without limitation, no warranty of merchantability or fitness for a particular purpose. No Toyota Companies shall be responsible or liable for any of these items, including without limitation, to the greatest extent permitted by law, not responsible or liable for incidental, consequential, indirect or punitive damages as a result of the purchase and/or installation of these products. No Toyota Companies endorse or authorize the use of any of these products for any particular purpose, and these items should NOT be utilized for an application that requires the use of Genuine Toyota parts and accessories. See additional disclaimers in Disclaimers link to this feature of this website.

## **GENERAL WEB DISCLAIMER - SEPARATE WEB PAGE; TO BE VIEWABLE ON EVERY PAGE OF THE WEBSITE APPLICATION**

### General Disclaimer

The identified Dealership sources the products identified in this website for sale or offer to sell to the general public.

These aftermarket parts and accessories are not Genuine Toyota parts and accessories (unless specifically so identified in this website). If the parts or accessories are not specifically identified as Genuine Toyota parts and accessories, then the items have NOT been designed, manufactured, distributed, sold, tested, endorsed or otherwise approved by Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc. or any other Toyota affiliated company (collectively, the "Toyota Companies"), and instead are warranted by their respective third party manufacturer and/or distributor.

The identified Dealership is the seller of any of these parts or accessories (provided, however, with respect to the products in the Associated Products Feature of this website, the seller of the products to the Dealership, but not the general public, is PivNet and NOT any of the Toyota Companies). The seller to the general public is always the identified Dealership.

Installation of these aftermarket parts and accessories may adversely affect, void or violate the terms of the warranty coverage on a vehicle. Each customer must undertake its own diligence with regard to evaluating, purchasing and/or installing any of these aftermarket parts and accessories. Certain aftermarket parts and accessories may not be street legal, may not be street legal in all states, may not meet all local codes, laws and regulations, and/or may impact the vehicle's performance or safety. Each customer (including the Dealership) is responsible for determining whether aftermarket parts and accessories are street legal or impact the vehicle's performance or safety in any way.

No Toyota Companies has authorized the installation of any aftermarket parts or accessories on any vehicle, as dealers are responsible for determining whether aftermarket products can be sold and/or installed on a new vehicle before or in conjunction with a new vehicle sale under applicable laws, rules, ordinances or regulations.

Each customer (including the Dealership) is responsible for ensuring that the use of any aftermarket parts and accessories complies with all applicable laws, rules, ordinances or regulations, including without limitation, any federal, state or local laws. Certain parts or accessories may only be used for race or off-highway purposes. Vehicles equipped with parts or accessories offered for race or off-highway purposes should never be operated on public roads. Installation of any race or off-highway part or accessory on a vehicle operated on public roads may violate applicable laws, rules, ordinances or regulations, including, but not limited to, emission requirements and motor vehicle safety standards. In addition, federal laws and regulations and laws in many states prohibit the removal, modification, alteration or disconnecting of any parts or elements of a vehicle's design affecting emissions or safety on vehicles intended for use on public streets or highways.

Race or off-highway parts must not be installed by a dealer on a vehicle intended for use on public roads. Race or off-highway parts should not be sold or financed in conjunction with the sale of a new vehicle.

Each consumer acknowledges and agrees that not all products are available at the time of purchase, and a consumer may experience delivery delays due to shipping and/or stock availability.

#### Non-Genuine Toyota Parts and Accessories

Products depicted in this website (unless specifically identified as Genuine Toyota parts and accessories) are NOT Genuine Toyota Parts and Accessories. In particular, parts and accessories depicted in the Dealer Parts Feature and Associated Products Feature of this website are NOT Genuine Toyota Parts and Accessories. Parts and accessories that are not Genuine Toyota parts and accessories (collectively, "Dealership Parts/Accessories") are not designed, manufactured, distributed, sold, tested, endorsed or approved by any of the Toyota Companies.

Dealership Parts/Accessories are aftermarket parts and accessories. The inclusion of these products in this website is intended solely as a convenience for customers, and is not intended to suggest or imply that any of the Toyota Companies has authorized the installation of any of these products on Toyota, Lexus or Scion brand vehicles. None of the Toyota Companies authorize or endorse the installation or use of any of the Dealership Parts/Accessories on Toyota, Lexus or Scion brand vehicles, nor has any of the Toyota Companies performed any evaluation to determine whether the Dealership Parts/Accessories impact vehicle performance or safety in any way.

Dealership Parts/Accessories are not warranted by any Toyota Companies. Dealership Parts/Accessories are warranted by their respective third party manufacturers or distributors. Installation of aftermarket parts and accessories may adversely affect, void or violate the terms of the warranty coverage on a Toyota, Lexus or Scion brand vehicle. Consumers should carefully review the terms of their new vehicle warranty to determine the impact installation of an aftermarket part or accessory will have on the warranty coverage applicable to their vehicle before purchasing and/or installing any product included in this website.

The Dealership Parts/Accessories should not be utilized in any application that requires the use of Genuine Toyota parts and accessories. It is up to the customer, in consultation with his/her dealer, to determine whether any of the products included in this website is appropriate and fit for the customer's purpose. To the fullest extent permitted by applicable law, the Toyota Companies expressly disclaims any warranty for any of the Dealership Parts/Accessories. This disclaimer of warranty includes, without limitation, a disclaimer of any implied warranties of merchantability and/or of fitness for a particular purpose, even if this website or any other materials mention a particular purpose for a part or accessory. To the fullest extent permitted by applicable law, the Toyota Companies also disclaim all liability for direct, indirect, special, incidental or consequential damages, including, but not limited to, damage to or loss of personal property, loss of profits or revenue, cost of purchase of replacement goods, or claims of customers of any dealer that result from the use of any of the parts or accessories in this website.