TOYOTA MOTOR NORTH AMERICA | Toyota Division
Fleet Sales

Fleet

Policies & Procedures

Commercial Programs:

H1 – Commercial
H2 – Livery
H7 – Government
H9 – Mobility

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GLOSSARY

CID Customer Identification Number

COO Certificate of Origin

DPH Delivery, Processing, and Handling

DOE Direct Order Entry

E Category Vehicle allocated for retail

ETA Estimated Time of Arrival

FFM Fleet Field Manager

FID Fleet Identification Number

FMC Fleet Management Company

FTC fleet.toyota.com

GST Gulf States Toyota

J Category Vehicle allocated for fleet

MSO Manufacturer's Statement of Origin

NVLW New Vehicle Limited Warranty

PD Private Distributor

PDS Pre-Delivery Service

PPO Post Production Options

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RAC Rent-a-Car

SET Southeast Toyota

TDA Toyota Dealer Advertising

TFA Toyota Fleet Advantage

TLS Toyota Logistics Services

TMNA Toyota Motor North America, Inc.

TMS Toyota Motor Sales, U.S.A., Inc.

TRAC Toyota Rent-a-Car

VIN Vehicle Identification Number

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I. PROGRAM TYPE

Commercial

Program Code	Program	Service Time Requirements
H1	Commercial	12 months
H2	Black Cars/Livery	12 months
H7	Government Program	12 months
H9	Mobility/Special Fleet Program	12 months

II. ELIGIBLE MODELS

- For a list of specific series available for fleet purchase, go to fleet.toyota.com (FTC). To be eligible for fleet pricing, fleet vehicles must be:
- Ordered as fleet production "J" category from the pre-approved list.
- Ordered from Dealer/Region/Distributor stock with TMNA Fleet's permission.
- Utilized by a Fleet Account for business purposes.
- Owned and/or financed by and titled in the name of the Fleet Account or Fleet Management Company
- Titled and licensed within the United States, excluding Hawaii, unless otherwise permitted by specific program guidelines
- Maintained in service for 12 months.

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 vehicles in service.

The following requirements apply to all Fleet Accounts:

- TMNA Fleet must approve all Fleet Accounts
- Identification Numbers are determined by ordering process:

Ordering Process	ID Type Needed
Ordering/purchasing vehicles direct through Toyota Dealer	Fleet Identification Number (FID)
Ordering/purchasing vehicles through an FMC or Fleet Cooperative	Customer Identification Number (CID)

- Every Fleet Account must agree to adhere to the Fleet Policies and Procedures for each program they are participating in

Various Fleet Accounts

Fleet Accounts include:

- All utility and government entities (H7)
- Individual commercial companies choosing to finance or order through an FMC/Commercial Leasing Company (H1)
- Individual commercial companies choosing to order through a Fleet Cooperative
- Individual commercial companies choosing to order through a Toyota dealer (H1)

Rules of Eligibility:

Entity	Required Units in Service
Utility and Government (H7)	1 or more
Commercial (H1)	10 or more*

* Commercial (H1) – Individual commercial companies with 10 or more units in service or a company that will achieve a fleet of 10 or more units after a purchase of Toyota vehicles is completed

- Must maintain vehicles in service for a minimum of 12 months, unless otherwise required by specific program guidelines
- Must have a valid FID/CID

The following entities are not considered "Fleet Accounts":

- Fleet Management/Commercial Leasing Companies, unless the FMC orders vehicles for its own use
  - The Fleet Account is the end user/client of the FMC
- 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 Toyota Rent-A-Car program whereby a dealership can purchase fleet vehicles as the end user for the specific use specified in the program rules

IV. PARTICIPANTS' ROLES & RESPONSIBILITIES

1. Toyota Motor Sales, U.S.A., Inc. (TMS) is the distributor of all Toyota vehicles in the United States, except Hawaii. TMS provides vehicles to all Toyota dealers and each Private Distributor (PD). Toyota Motor North America, Inc. (TMNA) is TMS's parent.

   TMNA Fleet:
   - Establishes:
     - These Policies and Procedures
     - The secondary dealer code if requested by TMS or PD 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 FTC website
     - Status information of order through FTC
     - 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 or FMC
     - Training materials on new products
   - Maintains the Fleet ordering systems
   - Approves and issues the FID and CID for all Fleet Accounts
   - Creates and processes the dealer invoice and Manufacturer's Statement of Origin (MSO)/ Manufacturer's Certificate of Origin (COO) for sales generated by Toyota dealers
   - Audits policy compliance and implements chargebacks for fleet incentives for vehicles not meeting program criteria

2. **Distributor** – TMS, 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.
   - Employs Fleet Field Managers (FFMs) to provide the face-to-face program explanation of the TMS policies and procedures and to solicit new business with dealers, commercial customers, government agencies and utilities, and Fleet Management companies
   - Assists the Fleet Account in applying for FID or CID
   - Creates and processes the dealer invoice and COO/MSO

- Applies the incentive credits to dealer invoice for vehicles meeting program criteria
- Contracts with the carrier to deliver vehicles to dealers or drop-ship locations
- Installs the post production/ port installed options (PPO)
- Responsible for coordinating with selling and delivering dealers to provide training
- Provides VIN status information to selling and delivering dealers through Dealer Daily network and FTC
- Provides Pre-Delivery Service (PDS) on all vehicles:
    - TMS delivering dealers perform PDS, excluding vehicles delivered to third-party drop-ship locations where PDS will be performed by Toyota Logistic Services (TLS)
    - SET and GST perform PDS prior to dealer or third-party drop-ship delivery location

3. Selling Dealer

To participate in the TMNA Fleet programs, each dealer must:

- Complete the Fleet Dealer Enrollment Process available via FTC
- Comply with all policies, procedures and guidelines for each applicable fleet program in effect
- Agree to participate in the Toyota Fleet Advantage (TFA) Program by delivering vehicles sold by other Toyota Fleet Dealers

Once enrolled, the Selling Dealer:

- Assists the Fleet Accounts in applying for an FID
- Negotiates vehicle prices with the Fleet Account or FMC
- Obtains a purchase order from the Fleet Account or FMC
- Registers for online access to FTC for ordering and checking status of fleet vehicles
- Completes the Dealer Pricing Approval Form and Fleet Dealer Approval for Fleet Account Ordering Access allowing selected Fleet Accounts and FMCs to enter orders directly through FTC
- Places order for the Fleet Account if the Fleet Account or FMC does not have direct access to FTC
- Ensures the Fleet Account has sufficient financing to complete the transaction
- Assists in arranging financing for the Fleet Account
- Ensures that the dealer has a sufficient line of credit to accommodate the published fleet business
- Requests the secondary dealer code from TMS with the appropriate documentation
- Assists in locating a TFA dealer for commercial and government deliveries if the driver is more than 35 miles from the selling dealership
- Receives VIN status information through FTC or Dealer Daily
- Provides the vehicle information delivery packet to delivery dealer
- Reviews the dealer invoice to ensure that the published fleet incentive is reflected

- Receives payment for the vehicle(s)
- Notifies TMS/PD of any order cancellations or modifications
- Coordinates with facing Region or PD and TMS to gain approval for out-of-stock purchases (E category– Retail to J category - Fleet)

4. **Delivering Dealer –** To deliver a vehicle sold by another dealership, a dealer must:
   - Complete the online Fleet Dealer Enrollment Process
   - Comply with all applicable published fleet policies, procedures and guidelines

   Once enrolled, the Delivering Dealer:
   - Negotiates the TFA fee with the Fleet Account or selling dealer, not to exceed $450 per delivery
   - Provides a designated Fleet Manager and TFA Professional and registers both in the TMS Staff Master database
   - Registers for online access to FTC for tracking courtesy delivery vehicles. In order to do so, log in to Dealer Daily →Vehicles→Fleet→User Registration
   - Receives the vehicle information delivery packet from Fleet 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 (PDS) and installs a full tank of fuel on Commercial program vehicles in accordance with TMS prescribed procedures, as outlined in the TMS Warranty Policy and Procedure manual https://wrc.toyota.com/toyota/home →Warranty Policy & Procedures Manual)
   - Receives Warranty reimbursement for performing the PDS and adding a full tank of fuel on Commercial program vehicles
   - Provides a quality delivery experience
   - Stores the new Commercial program vehicle as well as the trade-in fleet vehicle for up to 30 days (Monday through Friday)
   - Charges a reasonable and customary storage fee for Commercial program trade-in vehicles remaining on dealer's premises after 30 days (Monday through Friday) with prior notification
   - Requests the registration/title reimbursement from the Fleet Account or FMC/Commercial Leasing Company per the instructions given

5. **Fleet Account/Government Entity:**
   - If ordering directly through a dealer:
     - Requests an FID
     - Arranges the financing through a dealer, commercial lending institution, or bank
     - Negotiates sales price with the selling dealer
     - Negotiates the TFA courtesy delivery fee with the delivery dealer
     - Submits the orders to TMS or to dealer depending on dealer agreement
     - Pays the delivery dealer the TFA courtesy delivery fee and registration/title fees
     - Picks up the trade-in fleet vehicle

   - If ordering through an FMC:
     - Requests a CID
     - Negotiates sales price with the FMC
     - Negotiates the TFA courtesy delivery fee with the FMC
     - Submits the orders to FMC or to dealer depending on dealer agreement
     - Pays the FMC the TFA courtesy delivery and registration/title fees

6. **Fleet Management/Commercial Leasing Company (FMC):**
   - Requests an FID for each program
   - Assists the Commercial or RAC customers in applying for a CID
   - Negotiates the sales price with selling dealer
   - Negotiates the TFA 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 TMS Fleet
   - Tracks the status of orders
   - Provides the vehicle information delivery packet to delivery dealer
   - Pays the delivery dealer the TFA courtesy delivery and registration/title fees
   - Picks up the trade-in fleet vehicle

7. **Special Authorized Toyota Commercial Customers:**
   - Request an FID
   - Negotiate the price with selling dealer
   - Provide the financial arrangement for purchase from dealer
   - Submit the orders to TMS or a dealer depending on the dealer agreement and/or financing arrangement
   - Provide TMS 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 FID or CID
  - if ordering through a dealer, the customer must have a FID
  - if ordering through an FMC or Fleet Cooperative, the customer must have a CID

    NOTE:
    - 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 CID 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 FTC.

- The selling dealer, FMC, or Fleet Cooperative must have a valid purchase agreement with the fleet customer.
  - 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
    - FID
    - CID (if applicable)

  - FMCs must have a purchase agreement with their commercial customers and the selling dealer should receive a copy.
  - Fleet Cooperatives must have a purchase agreement for each member.

VI. PLACING AN ORDER

- Vehicle orders must be submitted to TMNA Fleet via FTC. Note: Large customers (FMCs/RACs) can submit through the Direct Order Entry (DOE) system
- Orders may be submitted by the following entities:
  - Selling Dealer

  - SET, GST or TMNA Fleet
  - Non-Dealer participants – only with "Dealer Authorization Form"
    - Fleet Customer
    - FMC/Commercial Leasing Company/Fleet Cooperative

- Order requests must be received by TMNA Fleet by the 10th of each month (N) for delivery during month (N+4). Unless the 10th falls on a weekend and the ordering deadline will be on Monday. Example N = January, N+4 = May. Actual order due dates will be communicated by TMNA Fleet Sales Department on a monthly basis and are available on FTC.

- Under the Commercial program, TMNA Fleet maintains a "Commercial pool" of popular models. Please see the Commercial pool models and option combinations available on FTC. Order requests which match the "pool" can be expedited by 30-60 days.

- Orders may also be submitted by selecting a specific VIN from the E-mmediate pool on FTC. The E-mmediate pool consists of built (or nearly built) unsold Commercial Pool vehicles that are available for immediate delivery to Fleet accounts. TMS reserves the right to limit access to the E-mmediate pool to specific programs or customers.

- For the Livery Program, the driver's Vehicle Operator commercial 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.

- The Dealer or FMC submitting the order must retain the Purchase Agreement for at least 18 months.

VII. NOTIFICATION OF ORDER DELAYS OR ERRORS

It is the selling dealer, FMC, and/or the Fleet Account's responsibility to review the order once it is submitted and advise TMNA Fleet/PD by submitting a customer case via FTC if any Order Request is incorrect. Order status can be verified by selling dealer or Fleet Account by registering on FTC.

TMS will attempt to notify the Fleet Account if (1) any order request or confirmed order is incorrect due to TMS order specifications or (2) TMS is unable to fill an order within the requested timeframe.

- **If the selling dealer placed the order**, TMS will advise the selling dealer who, in turn, shall advise the Fleet Account.

- **If the FMC placed the order**, TMS will advise the FMC who, in turn, shall advise its Fleet account.

- **If the PD placed the order**, TMS will advise the PD FFM who, in turn, shall advise the Fleet Account.

- **If the Fleet Account placed the order directly**, TMS will advise the Fleet Account.

Neither TMS, nor the PD shall be responsible for any error(s) in orders resulting from the failure of the Fleet Account to notify TMS by submitting a customer case via FTC. See Section XII for the timing required to change an order.

VIII. CANCELING AN ORDER

Except under the following circumstances, the selling dealer/Fleet Account may submit an order deletion up to the point in time that TMS submits its monthly production order request to the plant, typically within 15 days after the monthly fleet order submission cut-off date:

- E-mmediate orders cannot be canceled as they are processed and submitted immediately.

- Commercial (H1, H2, H7) 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:

Status	Disposition
Valid	Can be canceled
Held	Can be canceled
Placed	Usually cannot be canceled, cancelation fee may apply
Confirmed	Usually cannot be canceled, cancelation fee may apply

  - Orders cannot be canceled after order submission to the plant if they contain factory fleet only models, options and/or fleet only special colors.

- **For orders submitted directly by the selling dealer** and subsequently canceled, the vehicle can be sold to another Fleet Account with an FID/CID that qualifies for the same fleet program. The vehicle cannot be sold as retail.

- **For orders submitted directly by an FMC, RAC, Licensee or Long Term Daily Rental account** and subsequently canceled, they have the right to either
  - Sell the vehicle to another Fleet Account with an FID/CID (subject to TMS's prior written consent) 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 cancelation due to special circumstances, the request must be submitted via a customer case through FTC to the TMNA Fleet Customer Support group, with a copy to the selling dealer and the PD, if applicable.

TMNA Fleet reserves the right to charge a cancelation 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 DPH 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 DPH fee.

IX. CHANGING AN ORDER

Except under the following circumstances, the selling dealer/Fleet Account may submit an order change up to approximately 2-3 weeks before build date:

- E-mmediate orders cannot be changed as they are processed and submitted immediately.

The Timing of the Changes:

- The status of the order as shown in FTC identifies what can be changed.

Status	Model Number	Color	Options	Selling/Ship to dealer	FID/CID
Valid	✓	✓	✓	✓	✓
Held	✓	✓	✓	✓	✓
Placed			✓		
Confirmed	See comments below				

  - Confirmed status - CID, ship to dealer and post production options may be changed depending on the vehicle status and the plant. Specific instructions are listed below:

Changing the Selling Dealer

- A request to change the selling dealer must be submitted in writing with a new purchase order to TMNA Fleet. The request can be submitted up to the time that the vehicle Monroney label and/or the Manufacturer's Statement of Origin (MSO) has been printed, whichever occurs first:
  - For North American-built product: typically, five to ten days prior to the actual build date at the plant – refer to FTC My Order query "Production Date or Build Date"
  - For Japan-built product: typically, one day prior to the vessel arrival – refer to FTC "Last Status Message - On Vessel Due To Arrive at xx on xx/xx/xx"

Changing the Ship-to Location/Dealer

- The selling dealer/Fleet Account can request a change to the "ship to dealer" if the following conditions are met:
  - The specifications of the vehicle match the emissions regulations within the state of the new "ship to dealer" and one of the following:
    - The new "ship to dealer" is serviced by the North American plant in which the vehicle is being built; or
    - The new "ship to dealer" is serviced by the port to which the vehicle is being shipped

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Port	States Serviced
Benecia	AR Northern CA LA MS OK TX
Jacksonville	AL FL GA NC SC
Long Beach	AZ Southern CA CO NM NV UT WY
Newark	CT DE MA MD ME NH NJ NY PA RI VA VT WV
Portland	AK IA ID IL IN

	KS KY MI MN MO MT ND NE OH OR SD TN WA WI

- TMS reserves the right to modify the states that are serviced by the port at any time.

▪ To request a change to the ship to dealer, visit FTC → Ordering Center → Modify/Delete Orders. If there is a "Mod" link on the far right of the order, changes can be made. If the order has more than one unit, expand the order by clicking on the "+" to see which orders are eligible. Modifications can only be made to vehicles labeled "Y" in the Mod. column:

- 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".

Special Considerations

- To request special consideration for an order change other than those cases listed above, please submit a case via FTC.

TMNA Fleet 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 DPH 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 DPH fee.

X. TRACKING ORDERS

The selling dealer, delivery dealer, Fleet Account or FMC can track an order by registering online at FTC. The following information is available:

- status of the order
- order specifications
- VIN
- estimated time of arrival (ETA)
- Fleet Account name
- FMC contact list
- requested delivery date

XI. VEHICLE DELIVERY – THROUGH A TFA DEALER

Please reference the Toyota Fleet Advantage Policies & Procedures manual located on FTC along with other TFA resources. Guilds and e-module training courses are also available on the Engage HUB for the Fleet Manager and TFA Professional job roles.

XII. COMMERCIAL VEHICLE DELIVERY TO ANOTHER TMS AUTHORIZED LOCATION

Fleet Accounts and FMCs may request that vehicles be shipped to an alternate processing facility if authorized by TMNA Fleet. The request will be considered by TMNA Fleet if the following parameters are met:

1. The Fleet Account or FMC must have a receiving facility capable of enabling an automotive transporter to deliver vehicles.

2. The Fleet 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.

3. **Partial PDS**: When the PDS is performed at a TMS or PD 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. These items may include but are not limited to Road Testing & Mirror Calibration, Adjust Tire Pressure, License plate brackets, antenna installation, Entune/Navigation software updates, tire pressure sensor compensation, Truck/SUV/Van tow hitch receiver cover, Body Plug Installation, Rapgard 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 Fleet Account or FMC will bear the expense of installing a full tank of fuel in the vehicle upon delivery to the customer.

5. Send the Commercial Drop-Ship Request Form to TMNA Fleet. It 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)

XIII. SHIP-THRU SERVICES

The Ship-Thru Program is available to all Fleet Accounts and FMCs that may request TMS to drop-ship vehicles at an upfit contractor and subsequently to transport the 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:

1. The Upfit Contractor must be pre-approved by TMNA Fleet.

2. The Upfit Contractor must be within a reasonable distance of a Toyota processing facility for re-entry into the Toyota Logistics network.

3. 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-thru program will occur upon delivery to the Upfit Contractor.
- Selection of and payment for equipment for upfit are the sole responsibility of the Fleet customer. However, the Upfit Vehicles must fit within TMS's prescribed shipping envelope and upfit modifications must also comply with any other guidelines TMS may publish.
- TMS is not the seller of the Upfit Vehicles; TMS 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.

4. The selling dealer/Fleet Account must agree to the terms and conditions associated with the ship-thru service:
- TMS 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 TMS plus any administrative fees associated with providing the service.
- TMS will perform the following services acting solely as the Fleet Account's agent:
  - Arrange and pay freight costs for shipping the Upfit Vehicles from the Upfit Contractor Facility to Fleet Account'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 TMS's carrier or agent**: TMS will facilitate the repair of the vehicle.
    - **Non-repairable damage or missing selling dealer/Fleet Account equipment caused by TMS's carrier or agent**: TMS will make claims on behalf of the selling dealer/Fleet Account for loss or damages. At the selling dealer/Fleet Account's election, TMS 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.

5. Selling dealer and Fleet Account must agree to and acknowledge the following limitations as to TMS warranty of the vehicles:

A. **TMS's Vehicle Warranty; Compliance with Law**. The only warranty made by TMS applicable to the Vehicles is TMS's New Vehicle Limited Warranty ("NVLW"). Subject to all terms and conditions of the NVLW, TMS certifies that each vehicle (before installation of the selling dealer/Fleet Account equipment or any modification or alteration by upfit contractor) conforms to all applicable federal and state safety, emissions, and other regulations and laws. **TMS does not assume or authorize any other obligation or liability, express or implied, in regard to the vehicles.**

B. **No Warranty of Selling Dealer/Fleet Account Equipment, Vehicle Modifications or Alterations**. TMS' NVLW (and any governmental certification made by TMS) shall run only to the vehicles as delivered to selling dealer/Fleet account at the Upfit Contractor facility. The NVLW does not cover damage or failure resulting directly or indirectly from alteration, including installation of non-genuine Toyota parts. Selling dealer/Fleet Account and the Upfit Contractor are solely responsible for (1) determining what selling dealer/Fleet Account equipment shall be installed on vehicles sold in the ship-through program, other than the size and dimension specification provided by TMS or its carrier to ensure that the final Upfit Vehicles and/or selling dealer/Fleet Account equipment will fit on TMS's carrier's standard vehicle transport trailers; (2) determining what, if any, alterations or modifications to the vehicles are required for the installation of the selling dealer/Fleet Account equipment; and (3) ensuring that the selling dealer/Fleet Account equipment, and any alterations or modifications made to the vehicles, are free from defects and comply with applicable law.

C. **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 TMS 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 TMS 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 FTC.

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XIV. SECONDARY DEALER CODES

The Secondary Dealer Code system is available to all selling dealers to assist them in accommodating the special requirements of commercial lessors, including but not limited to:

- Separate lines of credit
- Order tracking capability
- Better inventory control
- Direct mail of COO/MSO and Dealer Invoices

The Secondary Dealer Code system is administered and coordinated by the TMS 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 forms to TMNA Fleet or the applicable Private Distributor before placing the first order. Each Form is available on FTC or through the respective TMS/PD FFM:

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.

2. Sample Bank Letter Establishing Line of Credit to establish a separate line of credit for each secondary dealer code.
   - The Fleet Account's financial institution must provide the individual floor line limits for both daily and maximum limits.
   - 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 TMS/PD.

3. Sample Letter from Toyota Dealer to TMS/PD Authorizing ACH Transfers authorizing TMS/PD to conduct electronic transfers, deposit transfer checks, and/or cash drafts.

4. Sample Letter from Dealer to TMS/PD Authorizing Distribution of Holdback and Finance Reserve Funds directing how holdback and finance reserve funds will be distributed for commercial orders.

5. Sample Letter of Manufacturer's Statement of Origin Certificate informing TMS Fleet or PD where to send the COO/MSO.
    - Invoices and COOs for secondary dealer codes will be mailed via regular mail unless otherwise directed and funded by the Fleet Account or dealer.

XV. 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
- Fleet credit (2% of MSRP plus 2% of MSRP factory options)
- Published program incentives

And do not include:

- Toyota Dealer Advertising (TDA) Advertising fee

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

- Administrative fee
- Destination, processing and handling fee (DPH)
- Fleet credit (2% of MSRP plus 2% of MSRP factory options)
- Published Program incentives

And do not include:

- Dealer Holdback
- Wholesale Finance Reserve
- 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 DPH fee may vary by delivery area and vehicle type. For a list of current DPH charges, go to the "what's New" section of FTC at FTC.

TMNA Fleet reserves the right to charge an administrative 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 FTC →Resources → Incentive Programs
- The Fleet Account must notify TMNA Fleet within one hundred twenty (120) days after 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 IHS (formerly 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.

XVI. 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 TMS/PD Dealer invoice price levels plus any specification changes, safety equipment, and required emissions equipment, plus the applicable percentage 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
- DPH
- Holdback, finance reserve
- Advertising
- Fleet credit (2% of MSRP)
- Fleet incentives

Price Assurance is only available under the following conditions:

1. Only Commercial, Government, Livery, Corp RAC or Licensee programs qualify for price assurance unless otherwise noted in a separate agreement with TMNA Fleet.

2. 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.

3. 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; and

4. 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, TMS/PD will apply an invoice credit for the difference between price assurance levels and TMS/PD dealer introduction prices.

For additional information on Price Assurance please refer to the Price Assurance Calculation on FTC.

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XVII. 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
- DPH
- Holdback, finance reserve
- Advertising
- Fleet credit (2% of MSRP)
- Fleet incentives

Price Protection is only available under the following conditions:

1. Only Commercial, Government, Livery, Corp RAC or Licensee programs qualify for price protection unless otherwise noted in a separate agreement by TMNA Fleet Department.

2. 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.

3. 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.

4. 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; and

5. 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.

TMNA Fleet 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 Bidding Assistance section below.

XVIII. BIDDING ASSISTANCE

TMNA Fleet provides competitive bid assistance and model year price protection to dealers who wish to submit a formal fleet bid to a utility or government agency.

All orders submitted under the government H7 program code will receive bid assistance and model year price protection.

When price protection is granted for the model year, the price protection will be based on the published base model dealer price in effect at the start of the model year. 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

- DPH
- Holdback and finance reserve
- Advertising
- Fleet credit (2% of MSRP)
- 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.

Substituting new model year vehicles for prior model year vehicles will be at the expense of the dealer.

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 TMS, nor any PD or any of their respective affiliates will be responsible for a Toyota dealer's inability to perform its contractual agreement regarding availability of product.

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

XIX. PRODUCT PRICE INFORMATION

Selected FMCs, dealers, Fleet Accounts and Government entities may request product and/or product price information.

- In order to receive this information, the selected entities above must sign a Nondisclosure and Confidentiality Agreement (NDA). NDA requests must be submitted as a customer case through FTC.

XX. DUPLICATE CERTIFICATES OF ORIGIN

TMS/PD sends each dealer a COO/MSO 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 is an original document and should be stored in safe or other secure area.

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

Procedures for Issuance of Duplicate Certificate of Origin/Manufacturer Statement of Origin:

- **If an original COO/MSO is lost**, **damaged or destroyed by the selling or delivery dealer within 60 days of the issuance date of the COO/MSO**, the selling dealer must complete and submit a Request for Duplicate COO/MSO Form to the TMNA Fleet department or applicable PD along with the original COO/MSO or its remains (if available).

- **If an original COO/MSO is lost, damaged or destroyed by the designated Fleet Account with power of attorney for the selling dealer within 60 days of the issuance date of the COO/MSO**, the Fleet Account may request a duplicate by completing the Request for Duplicate COO/MSO Form and sending it to the applicable TMNA Fleet or PD along with the original COO/MSO or its remains (if available).

- **If an original COO/MSO is lost, damaged or destroyed by the selling dealer(?) after 60 days of the issuance date of the COO/MSO,** the selling dealer must complete and submit a Request for Duplicate COO/MSO form to the applicable TMNA Fleet or PD along with the original COO/MSO 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:
  - Statement from the state vehicle titling agency verifying that the vehicle has not been titled in that state
  - Proof of purchase, including Bill of Sale and registration documentation

If the request for a duplicate COO/MSO involves a California dealer and the vehicle is being delivered outside of the State of California, the dealer must submit a Request for Duplicate COO form to the TMNA Fleet department or PD along with either a copy of the one-way trip permit or other shipping documentation.

The Request for Duplicate COO/MSO form is available through FTC or the applicable TMS/PD FFM.

A duplicate COO/MSO will only by issued if, in TMS's sole discretion, there is a valid reason therefor and appropriate documentation is provided.

TMNA Fleet or the applicable PD reserves the right to charge the selling dealer, the Fleet Account or the delivery dealer a $50 administrative fee for creating a duplicate COO/MSO.

XXI. PROGRAM DISCLAIMERS

1. No Liability for Production Interruptions. None of TMNA, TMS, or any of their respective affiliates shall be responsible for vehicle orders which cannot be filled as a result of consequences outside of their control, including, but not limited to limited Fleet production, unexpected production interruption by the manufacturer, or force majeure. In such cases, TMNA Fleet will attempt to notify the Fleet Account/Dealer/PD and advise how orders and/or requested delivery date may be affected.

2. No Commitment to Manufacture. Acceptance of an order by the TMNA Fleet ordering system does not constitute a commitment by TMS, TMC, or any of their respective affiliates to build a vehicle. TMS, in its sole discretion, reserves the right to cancel, limit production, amend, revise, reassign, or revoke any order at any time.

3. No Responsibility for Dealer Performance. None of TMNA, TMS, any PD, or any of their respective affiliates shall be responsible for a Toyota dealer's inability to perform its contractual agreements with any Fleet Account or otherwise. It is understood that the collection of payments from any Fleet Account is the sole responsibility of the Toyota dealer.

4. Programs Subject to Termination at Any Time. TMNA Fleet 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 a Fleet Account on or prior to the date any applicable Fleet program is revised, revoked, or terminated shall continue to be subject to the program policies, procedures, guidelines, and any other terms and conditions in effect prior to the date of such revision, revocation or termination.

5. Effects of Noncompliance or Breach. If a Fleet Account fails to comply with the policies, procedures, guidelines, or any other terms or conditions for eligibility as a Fleet Account or participation in any Fleet program, including, without limitation, advertising or selling fleet vehicles to retail customers or failure to pay any amounts due to TMS or any of its affiliates under the applicable program, then TMNA Fleet will have the right to terminate that Fleet Account's eligibility status and/or participation in any Fleet program at any time,

upon 30-days prior written notice to such Fleet Account, which notice shall specify the nature of the breach or default. If the violations specified in the notice are not cured within such 30-day notice period, then TMNA Fleet may immediately terminate such Fleet Account's participation in all programs and the Fleet Account's FID will be forfeited. Such Fleet Account will not be eligible to participate in any Fleet programs for a period of at least twelve months; thereafter, eligibility will be subject to TMNA Fleet's sole discretion.

6. No Waivers. No failure by TMNA, TMS, or any of their respective affiliates 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 be considered a waiver of (a) any right to insist upon strict compliance with such program requirements or (b) any right or remedy with respect to any existing or subsequent breach or default.

7. Audit Rights. TMNA Fleet reserves the right to audit and verify dealer records of Fleet Accounts. Dealers must retain all purchase agreements for a minimum of 18 months following the delivery of the vehicles subject thereto. TMNA Fleet has the right to charge back any incentive payments for units whose eligibility for Fleet purchase cannot be substantiated with documentation, as required by TMNA Fleet, in its sole discretion.

XXII. REFERENCE LIST

Dealer Enrollment Forms

Fleet Dealer Enrollment Process

Fleet Dealer Approval for Fleet Account Ordering Access

Dealer Pricing Approval Form

Dealer Authorization Form

Secondary Dealer Code Forms

Holdback and Finance Reserve Funds Instruction Form

Manufacturer's Statement of Origin Certificate

ACH Transfer Form

Line of Credit Application

Toyota Dealer Power of Attorney Agreement

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Miscellaneous Forms

TLS Transportation Claims Policy and Procedure Manual

Warranty Policy & Procedure Manual

Commercial Drop-Ship Request Form

TMS's prescribed shipping envelope

Price Assurance Calculation

Contact List

Customer Service 1-800-732-2798

Submit a Case

Fleet Field Manager Contact Information

Fleet Management Company Contact Information

Version #	Date	Revision Description
2.2	08/25/2017	Updated to TMNA Template and TED Delivery Policy
2.3	08/29/2018	2018 Full policy revision
3.0	12/11/2023	TED to TFA & TMNA to TMS