



TOYOTA CERTIFIED COLLISION CENTRE PROGRAM

COLLISION CENTRE SPONSORSHIP AND PARTICIPATION AGREEMENT

SPONSORED COLLISION CENTRE NAME: _____

Address: _____

Phone No.: _____ Website: _____

Fax No.: _____ Email: _____

Collision Centre Manager Name: _____

Paint Manufacturer Used: _____

SPONSORING DEALER: _____

Dealer Code: _____ Effective Date: _____

Submission of a properly completed and executed original of this Agreement confirms that, effective as of the date set out above, the above noted Independent Collision Centre (the "**Collision Centre**") is sponsored by the above noted Toyota Dealer (the "**Dealer**") who has nominated it for certification as a Toyota Certified Collision Centre.

Further, the Collision Centre and the Dealer wish to participate in the Toyota Certified Collision Centre Program (the "**Program**") and agree to comply with the Terms and Conditions of this agreement between the Collision Centre, the Dealer, and Toyota Canada Inc. ("**TCI**").

1 **DEALER**

The Dealer acknowledges that its participation in the Program is voluntary and in accordance with the terms and conditions outlined in the Toyota Dealer Agreement between the Dealer and TCI.

The Dealer's roles and responsibilities shall be as follows:

- 1.1. To monitor the Certification process with the nominated Collision Centre and to provide support and assistance to representatives of Axalta Canada and TCI as required.
- 1.2. To comply with its obligations under the Program and to ensure that the Collision Centre complies with its obligations under the Program.
- 1.3. To advise TCI immediately if it becomes aware that the Collision Centre:
 - (a) intends a change of ownership;
 - (b) Intends to relocate its facilities; or
 - (c) Is affected by any circumstance that might cause sponsorship or certification to be withdrawn or re-evaluated.
- 1.4. To ensure any customer contact and/or complaint is handled promptly with the Collision Centre and that actions and outcomes are properly documented.
- 1.5. The Collision Centre must be geographically located within the Dealer's trade area. **If the collision centre is located outside the Dealers Trade Area, the Dealership may sponsor one facility outside of the Dealers trade area provided :**
 - a) **The affected Dealer(s) provide a written agreement to TCI to allow this sponsorship for TCCC. (agreements are between the affected Dealerships and not TCI)**
 - b) **It is not in another Dealers DMA who owns a TCCC.**
 - c) **Is not in a competing brand facility.**
 - d) **Must be the largest or second largest parts wholesale account.**
 - e) **Uses Toyota Smart Parts (OEC)**
 - f) **Is the same shop that the sponsoring Dealers sends vehicles for warranty repairs, customer vehicles and Dealer owned vehicles for collision repairs. NOTE: (TCI reserves the right to decline shops outside of the Dealers trade area)**

- 1.6. The Dealer may sponsor up to 3 Collision Centres for TCCC provided they are:
 - a) Within the Dealers Trade area.
 - b) Not in a competing brand facility.
 - c) Have at least 4 transaction per month using the Toyota Smart Parts OEC tool.
 - d) TCI has final approval on sponsored Collision Centres.
- 1.7. TCI will charge the Dealers Parts Account \$ 1600.00 for the 2nd and 3rd sponsored shop to cover evaluations costs. The 1st evaluation costs are covered by TCI.
- 1.8. The Dealer agrees to use Toyota Smart Parts / OEC with the sponsored collision centres.
- 1.9. As a Program participant, the sponsored Collision Centre will be required to purchase and maintain a current subscription to TIS (techinfo.toyota.ca) this will allow the sponsored collision centre access to Toyota Technical Information such as manuals, bulletins and training guides. The Dealer must provide support / training for the sponsored collision centre on how to use TIS.
- 1.10. The Dealer may display the Toyota Certified Collision Centre (TCCC) poster and TCCC certification plaque supplied by TCI in an appropriate customer area within the Dealer facility. The TCCC poster and plaque must be removed immediately in the event that certification is terminated.

2 COLLISION CENTRE

2.1 Collision Centre Guidelines and Responsibilities:

- 2.1.1 To authorize representatives from Axalta Canada and/or TCI to conduct on-site visits for the purpose of consultation and evaluation of the Program criteria required to achieve and maintain certification as a Toyota Certified Collision Centre.
- 2.1.2 The Collision Centre acknowledges that, even if it operates multiple locations, the terms of this agreement will only apply only to the individual facility certified pursuant to this agreement, and only such facility may be represented as a Toyota Certified Collision Centre.
- 2.1.3 The Collision Centre must not be located at a competing automotive brand facility and must not display competing brand logos and signs on either the exterior or interior of the building.
- 2.1.4 To comply with its obligations under the Program including, without limitation those set out herein and those in the Toyota Certified Collision Centre Program Rules / Requirements & Operating Standards.
- 2.1.5 To provide all Toyota / Scion customers with a minimum 12 month warranty on all materials, repairs and paint refinish against defects in material and workmanship.
- 2.1.6 To provide full, written disclosure on all customer invoices where non-new Genuine Toyota Parts are specified and used.

- 2.1.7 To purchase new Genuine Toyota Parts required to complete the repair from the Sponsoring Dealership.
- 2.1.8 To use the Toyota Smart Parts Program (OE Connection) and transmit all Toyota estimates to the sponsoring Dealership for price matching opportunities.
- 2.1.9 To use Toyota Recommended Repair Procedures (TRRP) estimating tool for all estimates where applicable.
- 2.1.10 To attend relevant training, meetings and conferences as arranged and requested by Toyota Canada Inc.
- 2.1.11 To Purchase and maintain a subscription to Toyota's technical data base (TIS) and to follow Toyota repair procedures as outlined in the applicable publications within TIS. (techinfo.toyota.ca)
- 2.1.12 To have the ability to perform pre and post vehicle scans (Health Checks) using a Toyota Tech Stream scan tool or equivalent. Aftermarket Scan Tools are not acceptable.
- 2.1.13 The TCCC will allow TCI to access and retrieve KPI's from the Collision Centre via 3rd party providers such as (Enterprise ARMS, Mitchell, Data Base Gateway ...ECT) for the purpose of Data Collection. NOTE: This data will only be used by TCI for internal usage.
- 2.1.14 To advise the Dealer immediately if it:
 - (a) Intends a change of ownership;
 - (b) Intends to relocate its facilities; or
 - (c) Is affected by any other circumstance that would might cause sponsorship or certification be withdrawn or re-evaluated.

2.2 Marketing, Advertising and Trademarks

- 2.2.1 Collision Centre may only market, advertise or publicize its certification and participation in the Program in conjunction with the Dealer in accordance with the guidelines provided by the Dealer's Toyota Dealer Agreement. All such advertising must clearly indicate the specific facility to which the certification applies.
- 2.2.2 After confirmation of certification, the Collision Centre may display, in an appropriate customer area within the Collision Centre facility, the Toyota Certified Collision Centre (TCCC) certification plaque, TCCC poster, and/or other materials provided to it from time to time by TCI.
- 2.2.3 Except as set out above, the Collision Centre shall not use or reference TCI's trademarks, service marks or trade names (the "TCI Trademarks") including, without limitation, the Toyota logo, Scion logo, and the Program logo without the prior written consent of TCI and then, only in accordance with TCI's reasonable policies regarding advertising and trademark usage as established from time to time.

- 2.2.4 Upon termination of this agreement, the Collision Centre shall immediately discontinue all use of the TCI Trademarks, or any colourable imitations, variations or adaptations thereof and return to the Dealer any Toyota Certified Collision Centre ("TCCC") display materials previously provided to it, including without limitation the TCCC poster and certification plaque.
- 2.2.5 In the event of a breach, or threatened breach, of any of the foregoing provisions, the Collision Centre agrees that the harm suffered by TCI would not be compensable by monetary damages alone and, accordingly, that TCI shall, in addition to other available legal or equitable remedies, be entitled to an injunction against such breach or threatened breach.

2.3 Confidentiality

- 2.3.1 Confidential Information includes any information or material in any format whatsoever which is by its nature, or is declared by TCI or the Dealer to be, confidential or proprietary or which may contain valuable trade secrets (whether or not patentable or copyrightable) owned or possessed by TCI or the Dealer and disclosed to the Collision Centre pursuant to the terms of this agreement, including but not limited to: the terms of this agreement, the Operations Manual, the Infostream Data, User IDs and passwords, information concerning TCI or the Dealer 's business including, research, development, customer lists and pricing and marketing plans.
- 2.3.2 The Collision Centre shall use the Confidential Information solely as necessary for the performance of this agreement and shall only disclose Confidential Information to its accountants or professional advisors if and when there exists a reasonable need to know such information, provided it gives written notice to the disclosing party prior to disclosure, and provided that any such third party executes a binding agreement to keep such information confidential before being given access to such Confidential Information.
- 2.3.3 The Collision Centre agrees to use good faith efforts (and at least the same care that it uses to protect its own Confidential Information of like importance but in no event less than reasonable care), to prevent unauthorized dissemination or disclosure of the Confidential Information both during the term of this agreement and for a period of 2 years after the expiration or termination of this agreement.
- 2.3.4 In the event of a breach, or threatened breach, of any of the foregoing provisions, the Collision Centre agrees that the harm suffered by the injured party would not be compensable by monetary damages alone and, accordingly, that the injured party shall, in addition to other available legal or equitable remedies, be entitled to an injunction against such breach or threatened breach.

3 TERMINATION

- 3.1 Any party may terminate this agreement upon 30 days' prior written notice to the other two parties.
- 3.2 TCI may terminate this agreement immediately, without prior notice upon the occurrence of any of the following events:
- (a) The Collision Centre's failure to be certified or fails any future audit;

- (b) The Collision Centre's material breach of the provisions of this agreement or material failure to comply with the Program;
- (c) The relocation of the Collision Centre to a facility outside the Dealer's trade area;
- (d) The Collision Centre's assets or issued and outstanding shares are purchased by, or the Collision Centre merges or amalgamates with, any third party resulting in a change of control of the Collision Centre;
- (e) The voluntary or involuntary bankruptcy of the Collision Centre; or
- (f) The Collision Centre becoming insolvent or making an assignment for the benefit of creditors.

4 GENERAL

4.1 *Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the province of Ontario and the applicable laws of Canada and each party irrevocably attorns to the non-exclusive jurisdiction of the courts of the province of Ontario.

4.2 *Amendments.* No amendment, modification or waiver of any provision or term in respect of this Agreement will be effective unless in writing by TCI and then only in the specific instance and for the specific purpose given.

4.3 *No Waiver of Rights.* A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege. No waiver by TCI of a default shall operate against TCI as a waiver of such default unless made in writing and signed by an authorized officer of TCI.

4.4 *Severability.* Any provision of this Agreement that is held to be inoperative, unenforceable or invalid in any jurisdiction shall be inoperative, unenforceable or invalid in that jurisdiction without affecting any other provision of this Agreement in that jurisdiction or the operation, enforceability or validity of that provision in any other jurisdiction, and to this end the provisions of this Agreement are declared to be severable and all other provisions hereof shall continue in full force and effect. The parties shall negotiate in good faith to substitute for such inoperative, unenforceable or invalid provision a mutually acceptable provision consistent with the original intention of the parties.

4.4.1 *Language.* The parties agree that this Agreement and all ancillary documents be prepared in the English language. Les parties aux présentes acceptent que cette entente et toute entente s'y rapportant soient rédigées en anglais.

The parties have executed this agreement as of _____, 201____, by the hand of a person duly authorized for that purpose.

Sponsoring Dealer:

Dealership Name

Dealer Code

Dealer Principal Name (print)

Dealer Principal Signature

Collision Centre:

Business Name

Owner Name (print)

Owner Signature

Collision Centre Manager Signature

Toyota Canada Inc.:

Name: _____

Title: _____

Signature: _____