

## **General Terms and Conditions for the use the following websites and its subsections:**

www.fmmotorparts.eu; www.beruparts.eu; www.championautoparts.eu; www.ferodo.com; www.jurid.com;  
www.moogparts.eu

### **1. Scope of Application**

Each of the websites listed *supra* (hereinafter individually referred to as “**Website**”) is the website of Federal-Mogul Global Aftermarket EMEA B.V.B.A. registered with the register court Antwerp under the registration number Ref. No. BE 0452.101.063 having its registered seat in Kontich, Belgium and its business address at Prins Boudewijnlaan 5, 2550 Kontich, Belgium, VAT-ID BE 0452.101.063 (hereinafter referred to as “**Federal-Mogul**”).

The general terms and conditions described below (hereinafter referred to as “**Terms and Conditions**”) shall apply to the use of the Website by the user (“**User**”) unless a specific section expressly refers exclusively to another website or another website’s subsection.

### **2. Scope of service**

Federal-Mogul makes every effort to constantly update and adapt the information within this Website. Federal-Mogul reserves the right to adapt, limit or remove certain information. Federal-Mogul does not guarantee the User access to certain information.

### **3. User’s duties**

3.1 The use of this Website by the User may not violate any applicable statutory regulations. In particular, the User shall refrain from,

- impairing or overloading the functionality or availability of this Website through misuse or through improper use,

- manipulating, sending or placing data through which the rights of a third party are impaired.

3.2 By means of suitable measures, the User shall ensure that no harmful programs or parts of program such as viruses, trojans or worms are spread or inputted through its use of the Website.

3.3 The User shall notify Federal-Mogul without delay of incorrect presentations or deviations of the information presented on this Website.

#### **4. Availability of the Website**

Federal-Mogul shall make every effort to grant the User permanent access to the Website. Operating interruptions or access limitations due to servicing, modifications, extensions or the input of additional content or due to system-immanent disturbances on the internet or in the case of force majeure are, however, possible. Federal-Mogul shall therefore not guarantee any certain availability of this Website and is not liable for complete or partial failure of any certain availability.

#### **5. Copyright**

The content presented within the framework of the Website is protected by copyrights, author rights and neighbouring rights, or is subject to other intellectual property or commercial protective rights. The structure and the content of this Website (i.e. in particular text, graphics, audio or video files and similar) may not be fully or partly copied, spread, utilised allowing public access or in any other manner used which extends beyond the customary measure of use of the Website or the content of the Website for the own use without the previous written approval of Federal-Mogul (or that of the appropriate holder of rights). In particular, use of information or content of this Website by the User for his own business purposes is not permitted.

#### **6. DISCLAIMER OF WARRANTY**

THE USER EXPRESSLY UNDERSTANDS AND AGREES THAT USE OF THE WEBSITE IS AT ITS SOLE RISK AND PERIL. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND DEFECTS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL-MOGUL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE WARRANTIES FOR HIDDEN OR LATENT DEFECT, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL-MOGUL MAKES NO WARRANTY THAT (I) THE WEBSITE WILL MEET USER'S REQUIREMENTS, (II) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR VIRUS-FREE (III) THE INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE, COMPREHENSIVE, OR RELIABLE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT THE USER'S OWN DISCRETION AND RISK, AND THE USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL IN ACCORDANCE WITH SECTION "LIMITATION OF LIABILITY" BELOW.

THE ABOVE LIMITATIONS OF WARRANTIES MAY NOT BE PERMITTED IN ALL JURISDICTIONS, AND THESE LIMITATIONS ARE NOTABLY WITHOUT PREJUDICE TO THE USER'S MANDATORY RIGHTS UNDER APPLICABLE LAWS.

## **7. LIMITATION OF LIABILITY**

7.1 FEDERAL-MOGUL SHALL ONLY BE LIABLE FOR INJURY OR LOSS WHICH IS CAUSED BY GROSS NEGLIGENCE OR BY INTENT. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO INJURY OR LOSS OF HEALTH, LIFE OR LIMB, OR TO ANY BREACH OF AN OBLIGATION THAT IS SIGNIFICANT FOR THE ATTAINMENT OF THIS AGREEMENT'S PURPOSE, THAT THE USER MAY REASONABLY RELY ON, AND THAT DETERMINES THE BASIC CHARACTER OF THIS AGREEMENT ("**CARDINAL OBLIGATION**"). IF FM BREACHES A CARDINAL OBLIGATION MERELY BY SIMPLE NEGLIGENCE, THE AMOUNT OF DAMAGES IS LIMITED TO THE AMOUNT THAT IS TYPICAL AND FORESEEABLE.

7.2 SUBJECT TO THE LIMITATIONS STATED UNDER SECTION 7.1 OF THE TERMS AND CONDITIONS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE USER EXPRESSLY UNDERSTANDS AND AGREES THAT IN NO EVENT SHALL FEDERAL-MOGUL OR ANY OF ITS CONTRACTORS OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, PROFITS, BUSINESS, OPPORTUNITY, GOODWILL, CLIENTELE ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, DELAYS OR INTERRUPTION OF ACCESS TO THE WEBSITE, COMPUTER VIRUS, FAILURE OR MALFUNCTION OF YOUR SYSTEMS ARISING IN RELATION TO THE USER'S USE OF THIS WEBSITE, INACCURATE CONTENT OR OMISSION, OR OTHER INTANGIBLE LOSSES, AS WELL AS THIRD PARTY CLAIMS (EVEN IF FEDERAL-MOGUL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM CLAIMS BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE (INCLUDING GROSS NEGLIGENCE), HIDDEN OR LATENT DEFECTS, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY.

THIS LIMITATION OF LIABILITY DOES NOT LIMIT FEDERAL-MOGUL 'S LIABILITY FOR ITS OWN INTENTIONAL NEGLIGENCE OR FRAUD, OR ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED UNDER APPLICABLE LAW, AND IS WITHOUT PREJUDICE TO THE USER'S MANDATORY RIGHTS AS A CONSUMER UNDER APPLICABLE LAW.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, FEDERAL-MOGUL IS NOT LIABLE IN ACCORDANCE WITH THE STATUTORY PROVISIONS FOR DAMAGE WHICH IS CAUSED BY MALICIOUS BEHAVIOUR OR INSTALLATION OF USERS AND FOR DAMAGE WHICH IS CAUSED BY INTENT, GROSS NEGLIGENCE OR NEGLIGENCE ON THE INSTALLATION OF PARTS OF FEDERAL-MOGUL, VIA USERS OF FEDERAL-MOGUL.

## **8. Final provisions**

8.1 Federal-Mogul is entitled at any time to amend and/or supplement these Terms and Conditions with an announcement period of six weeks by sending an amended version

of the Terms and Conditions to the email address stated by the User. If the User does not object to the amended or supplemented conditions within six weeks of receipt, the amended Terms and Conditions shall become effective. The User's attention is expressly drawn to the right of objection in the amendment notification. In case of a compelling reason, in particular if the amendment to the Terms and Conditions is necessary to ensure Federal-Mogul's compliance with the law, Federal-Mogul may terminate the Agreement for cause.

- 8.2 Although the Website is accessible worldwide, not all products or services discussed in the Website may be available in all geographic locations. Federal-Mogul reserves the right to restrict the provision of any product or service to any person, company, geographic location it desires, in compliance with applicable law.
- 8.3 The Website was created and is operated under the laws of Belgium. These Terms and Conditions and any contractual or non-contractual (including pre-contractual) matters in connection with their conclusion, validity, interpretation, enforcement, performance and termination shall be construed and interpreted in accordance with and governed by the laws of Belgium, to the extent that the laws of Belgium are not overridden by applicably mandatory laws, e.g. consumer protection laws you would mandatorily benefit from. Without prejudice to your mandatory rights under applicable laws to refer any claims to other competent courts, any dispute arising between the parties arising out of or in connection with these Terms and Conditions, the use of the Website and/or any contractual or non-contractual (including pre-contractual) matters in connection with their conclusion, validity, interpretation, enforcement, performance and termination will be submitted to the exclusive jurisdiction of the courts of Brussels, Belgium.
- 8.4 If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.
- 8.5 External Links: The Website contains some hyperlinks to other websites and references to other information sources. These links and information sources are provided as

information. These websites and the information contained on those websites are neither under Federal-Mogul's control nor supervision and they have not been checked by us and these Terms and Conditions do not apply to them. Federal-Mogul offers no guarantee of the quality, legality, reliability and completeness of the information contained on those websites. We decline any responsibility for any damage that may result from consulting any of the information contained on those websites.

## 9. Legal notice

Federal-Mogul Global Aftermarket EMEA B.V.B.A.  
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2550 Kontich, Belgium

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Registered Court Antwerp  
VAT ID: BE 0452.101.063

Phone: +32 3 450 83 10  
Email: [info@fmmotorparts.com](mailto:info@fmmotorparts.com)

## 10. Additional terms for the use of the services on *Garage Gurus*

### 10.1. Scope of application

10.1.1. The terms of this section 10 shall apply in addition to the Terms and Conditions stated *supra* in this document if the User makes use of the services accessible on the subsection "Garage Gurus" of a Website (hereinafter "**Garage Gurus**").

10.1.2. Garage Gurus may only be accessed and its services are only available in accordance with the provisions of this section 10.

### 10.2. Registration and access to Garage Gurus

10.2.1 The use of Garage Gurus requires successful registration of the User on the Website.

10.2.2 For the purpose of registration, the User shall send an online query to Federal-Mogul by inserting the requested data necessary for registration into the registration window. All

data must be complete and correct. Before sending the online query, the User shall accept the Terms and Conditions.

10.2.3 The User will be notified via email of his successful registration, sent to the email address submitted by the User. After successful registration for Garage Gurus, the User shall receive personal Garage Gurus access data.

10.2.4 Access to Garage Gurus takes place online via the Website or via a direct link provided by Federal-Mogul. To log in, the User must insert its personal access data into the fields shown on the logon screen.

10.2.5 Access to Garage Gurus is free of charge. However, costs may be incurred for general access to the Internet, which shall be borne by the User.

10.2.6 There is no claim to registration for Garage Gurus. Federal-Mogul reserves the right to refuse or reject registration for Garage Gurus at any time, at its sole discretion and without stating any reasons.

10.2.7 It is possible for Users to inspect or modify his data.

10.2.8 The User can, at any time, request deletion of its Garage Gurus access in writing or via e-mail.

### 10.3. Garage Gurus' scope of service

10.3.1 Garage Gurus provides the Users with information about its products and services such as technical services, news & trainings (hereinafter "Garage Gurus Services").

10.3.2 All Garage Gurus Services are merely informational in character, meaning that they do not substitute any formal training, the need to consult a product manual, or the need to consult a trained mechanic or other correspondingly qualified person in order to install or make use of a product.

10.3.3 Federal-Mogul is committed to constantly optimise and adapt the offer of information of Garage Gurus. Federal-Mogul reserves the right to adapt, limit or remove information without prior notification at its sole discretion. Federal-Mogul does not guarantee the User access to certain information in Garage Gurus.

### 10.4. User's duties

10.4.1 On registration, the User shall provide the necessary information completely and correctly. The User shall notify Federal-Mogul of future changes without delay or shall update such data within Garage Gurus on its own.

10.4.2 The access data shall be considered and handled as confidential information and shall in no case be disclosed to third parties. In case of a loss, access data shall be altered immediately by User or User shall ask Federal-Mogul to alter them, if it is suspected that unauthorized third parties may be in possession of the access data.

10.4.3 User's access data shall be used by User only and in no case be disclosed to other individuals.

10.4.4 Federal-Mogul is entitled to block and/ or delete the User's access to Garage Gurus either temporarily or permanently, if User violates its duties under the Terms and Conditions.

#### 10.5. Product presentation

10.5.1 The products presented on the website shall be presented "as they are" without Federal-Mogul providing any guarantee due to the presentation for the availability or the usability of the product presented for a certain or implied purpose.

10.5.2 If various products are compared with one another, Federal-Mogul shall in particular not assume any warranty for the fact that all products compared with one another are actually available or – in the case of a functional comparability of the products – that any other properties or capability characteristics of the compared products are also comparable with one another.