

General Terms and Conditions for the use of www.fmmotorparts.eu¹

1. Scope of Application

fmmotorparts.eu (hereinafter 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**”) and also includes Federal-Mogul's Privacy Policy.

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.

¹ including all its top-level domains

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

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.

9. Final provisions

9.1 Federal-Mogul reserves the right to alter or amend any of the Terms and Conditions without obligation or notice to the Users. Any such alterations or amendments will be posted on this Website. 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.

9.2 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.

- 9.3 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.
- 9.4 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.

10. Legal notice

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