

# QR CODE INTERACTIVE MENU

General Terms and Conditions

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## **1. Preamble**

The following general terms and conditions (hereinafter “Terms”) govern the DRiV QR code interactive menu (hereinafter “QR Code Menu”)– used and made available by Federal-Mogul Global Aftermarket BV, a Tenneco Group Company, under the law of Belgium, whose headquarter located in Prins Boudewijnlaan 5, 2550 Kontich, Belgium, registered in Belgium under the number 452101063 (hereinafter “DRiV” or “Federal-Mogul”).

Certain technical functionalities of the QR Code Menu are provided by one or more third-party technology suppliers acting solely as service providers on behalf of DRiV.

By usage of the QR Code Menu, the respective customer accepts these Terms & Conditions and has read the Privacy Policy contained in the section “Privacy Policy” of this document.

## **2. Subject and Process**

### **2.1 Subject**

The QR Code Menu focuses on providing access to an interactive web-based menu, containing different buttons who bring to the users determinate information about DRiV products. In order to access the menu, the installer needs to scan the QR code located on the packaging of a DRiV product. For the list of products equipped with QR products see section 5 of this document.

### **2.2 Process Description**

The QR Code Menu provides the User (definition see below under section 2.3) with product-related information, services, and support content relating to FM products (see more details about the functionalities in section 4).

The condition to access the menu is that the product has a QR code on packaging which needs to be scanned by the User with a personal mobile device, using the camera functionality. The menu will be available in 8 languages: English, French, German, Italian, Dutch, Spanish, Polish and Russian. Federal-Mogul reserves the right to add more languages with future upgrades of the platform.

### **2.3 Focus Group**

The focus group includes every person (either individual or workshop) who has purchased the qualifying DRiV product, scans the respective QR Code to get access to the QR Code Menu (herein after “User”).

### **2.4 Third-Party Technology Supplier**

The QR Code Menu is provided to the User exclusively by DRiV.

DRiV may rely on one or more third-party technology suppliers for the technical enablement, hosting, maintenance, or operation of certain features of the QR Code Menu.

Such third-party suppliers act solely as technical service providers to DRiV and do not interact with the User in their own name.

### 3. Eligible Users

- Eligible Users are individuals or workshops in the following countries: Albania, Algeria, Andorra, Angola, Armenia, Austria, Azerbaijan, Bahrain, Belarus, Belgium, Benin, Bosnia and Herzegovina, Botswana, Bulgaria, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Croatia, Cyprus, Czech Republic, Democratic Republic of the Congo, Denmark, Djibouti, Egypt, Equatorial Guinea, Eritrea, Estonia, Ethiopia, Faroe Islands, Finland, France, Gabon, Gambia, Georgia, Germany, Ghana, Gibraltar, Greece, Guernsey, Guinea, Guinea-Bissau, Hungary, Iceland, Iran, Iraq, Ireland, Isle Of Man, Israel, Italy, Ivory Coast, Jersey, Jordan, Kazakhstan, Kenya, Kyrgyzstan Kuwait, Latvia, Lebanon

Lesotho, Liberia, Libya, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madagascar, Malawi, Mali, Malta, Mauritania, Mauritius, Moldova, Monaco, Montenegro, Morocco, Mozambique, Namibia, Netherlands, Niger, Nigeria, Norway, Oman, Palestine, Poland, Portugal, Qatar, Russian Federation, Republic of Belarus, Romania, Rwanda, San Marino, Sao Tome & Principe, Saudi Arabia, Senegal, Serbia, Slovakia, Slovenia, Somalia, South Africa, Spain, Sudan, Swaziland, Sweden, Switzerland, Syria, Tanzania, Togo, Tunisia, Turkmenistan, Tajikistan, Turkey, Uganda, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, Vatican City, Western Sahara, Yemen, Zambia, Zimbabwe who are buying DRiV products directly or indirectly and are scanning the QR code on the package (if available). The QR Menu is open to every person who has a phone to access the QR Menu. Registration is not required.

#### 4. Functionalities

Depending on the respective product that the User is about to scan, a different menu with different functionalities might appear.

The structure of the buttons is common to all brands and products and will be as follows:

- **Product data info:** By clicking this button the User will be able to access specific information about the product he just scanned. He will be requested to scan the EAN code in order to get the information about the specific part number.
- **After service support / warranty info:** By clicking this button, the User will be able to access information about warranty conditions of DRiV products which are applicable to his country.
- **Information about the brand:** By clicking these buttons, the User will be redirected to a page containing information about the specific brand, depending on the product he has scanned;
- **Online courses:** By clicking this button the User will be prompted to the Garage Gurus Learning System, whereby registering he can join the library of technical courses about DRiV products;
- **Anti-counterfeit:** Each QR code is equipped with a unique code, this will allow the User to verify if the product is authentic or not. In case the product is counterfeit or not found in the database when the QR is scanned, he can report the issue by sending an email to us through the system interface.
- **Subscribe to our newsletter:** to join the brand newsletter to receive relevant news about the product.

Federal-Mogul reserves the right to add, modify, suspend or remove more functionalities at its sole discretion for any reason. Thus, the above list is purely indicative and subject to changes at any time.

#### 5. Products equipped with QR code

As stated under section 2.2 of this document, the QR Code Menu will be accessible only after scanning the QR code located on the packaging boxes of DRiV Products. The QR code is foreseen to be applied on the following brands / products categories:

<b>Brand</b>	<b>Product Category</b>
Monroe	Shock Absorbers, Springs, MK, PK, Steering & Suspension
Ferodo	LV Pads; LV Rotors; Brake Drums
MOOG	Steering & Suspension
Jurid	LV Pads; LV Rotors
Beral	CV Pads, CV Rotors
Champion	Spark plugs, glow plugs, filters
Walker	Emissions control, turbochargers, HVAC, Starters & Alternators
Wagner	Sensors
AE	Valves
Goetze	Liners and Rings
Glyco	Bearings
Payen	Gasket, Gasket sets, Seals, Pro-Fit range
Nüral	Pistons and Kits sets
FP-Diesel	Engine Kits, In-Frame, Overhaul, Re-Ring Kits, Cylinder Kits and Liner Kits, Pistons and Piston Kits, Piston Rings, Gaskets and Seals, Engine Bearings, Valves / Valvetrain Components, Crankshafts, Camshafts

The availability of the product with QR code on the market depends on the stock movement and is not controlled by DRiV.

Federal-Mogul reserves the right to add the QR code on additional products in the future at its sole discretion for any reason. Thus, the above list is purely indicative and subject to changes at any time.

Depending on which product the User is scanning, the menu will show information related to the specific product / brand scanned.

## **6. Modification/ Termination of the QR Code Menu**

- 6.1 Federal-Mogul reserves the right to change, suspend or cancel the provision of the QR Code Menu or the Terms. This includes in particular unforeseen circumstances or any case of force majeure, such as the failure of internet or electricity, server failure, viruses, hacking, piracy, termination, User's actions, cancellation or modification of the QR Code, legislative changes or unforeseen legal barriers in one or more participating countries or in any other case beyond the reasonable control of Federal-Mogul that temporarily or definitively impedes the provision of the QR Code Menu or the application of the Terms.
- 6.2 If the provision of the QR Code Menu is suspended or terminated by Federal-Mogul, Users will be informed hereof by Federal-Mogul via [Newsletter and website]. If the Terms are modified by Federal-Mogul, the changes will also be notified and published to the Users by Federal-Mogul via [Newsletter and website] By usage of the QR Code Menu, the respective last and published version of the Terms in the moment of the usage applies.
- 6.3 If suspension or termination of the provision of the QR Code Menu is due to User's actions, they will be held liable for any possible direct or indirect damage, including claims of other Users or third parties, suffered by Federal-Mogul as consequence of the suspension or termination.
- 6.4 In case of suspension or termination, Federal-Mogul cannot be held liable for any costs incurred or suffered damage, whether directly or indirectly. In addition, Federal-Mogul cannot be forced to provide a different QR code or menu.

## **7. Exclusion of Users**

The usage of the QR Code Menu is subject to the acceptance of and compliance with the Terms. Federal-Mogul reserves the right to exclude a customer as eligible User from the usage of the QR Code Menu for any of the following reasons and without further explanation:

- a) any circumstances occurring beyond its control,
- b) deliberate tampering with the usage process of the QR Code Menu,
- c) violation of these Terms,
- d) in the event of hacking or other breach of data,
- e) in all situations foreseen in these Terms,
- f) upon suspension or termination of the provision of the QR Code Menu in the User's country due to legal or governmental limitations or prohibition,
- g) in case of any misuse of the QR code.

h) Or any other reasons that put the User in default.

Indications of breaches or misuse are sufficient for the exclusion of the affected User at Federal-Mogul's sole discretion and without any further explanation. Missing the QR code can be prosecuted under civil and criminal law.

## **8. Liability**

- 8.1 Federal-Mogul cannot be held liable for any direct or indirect damage that may occur during the provision of the QR Code Menu, regardless of the cause or effect of such damage, including damage caused by:
- a) the infringement by the Users on third party intellectual property rights,
  - b) the content or personal data provided by the User,
  - c) usage of the QR Code Menu by a minor with or without permission from its parents or legal guardian,
  - d) Internet connection or telecommunications network issues, issues with hardware, software, ISPs, viruses, hacking, technical issues, court orders or mandatory law,
  - e) in case of force majeure, third party malicious intentions, problems with connection and all other issues which are beyond Federal-Mogul's control,
  - f) legal restrictions on usage of the QR Code Menu under certain legislation,
  - i) changes to the Terms or termination of the provision of the QR Code Menu.
- 8.2 Except in cases of serious negligence or willful misconduct, Federal-Mogul, its staff or any third party who supports the provision, organization or promotion of the QR Code Menu, cannot be held liable for any damages of any kind (including personal injury or any loss or damage, whether directly or indirectly) arising from the organization of or the usage of the QR Code Menu.
- 8.3 In the event of errors for whatever reason, regardless of whether it concerns production-related or other errors, obvious or otherwise, affecting the usage of the QR Code Menu in any way, Federal-Mogul reserves the right to further manage the QR Code Menu as if no errors occurred. Where Federal-Mogul considers this appropriate and / or desirable, Federal-Mogul may decide to inform the Users about the errors and correct them.
- 8.4 TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL-MOGUL WILL UNDER NO EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL

DAMAGES (INCLUDING LOSS OF USE, DATA, TURNOVER OR PROFIT) ARISING OUT OF OR RELATED TO THE USE OF THE QR CODE, REGARDLESS OF WHETHER SUCH LIABILITY SHALL ARISE FROM ANY CONTRACTUAL OR EXTRACONTRACTUAL (INCLUDING NEGLIGENCE) CLAIM, WARRANTY, RISK LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER FEDERAL-MOGUL WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

## **9. Data Privacy**

Our data protection information can be found in the following sites: inside the QR code menu under “Terms & Conditions – Privacy Policy” section and each time a User contacts our customer service through the menu will receive a reply which contains a link to the Terms & Conditions and Privacy Policy.

## **10. Acceptance of the Terms and Governing Law**

By usage of the QR Code Menu, the Users are deemed to accept the binding nature of these Terms and interpretation in compliance with the laws of Belgium except as otherwise required by mandatory legal provisions, without application of its conflicts of laws rules.

## **11. Dispute Resolution**

11.1 Any complaint or dispute regarding these Terms, must be communicated to Federal-Mogul in writing at the following contact details:

Federal-Mogul Global Aftermarket BV,  
Prins Boudewijnlaan 5,  
2550 Kontich,  
Belgium  
E-mail: support@gurusoncall.tech

11.2 In the event of a dispute concerning the interpretation of the Terms, the User and Federal-Mogul undertake to contact each other in view of an amicable solution.

11.3 All decisions taken by Federal-Mogul are final and binding in all matters concerning the QR Code Menu and are not subject to appeal.

11.4 The Terms and any aspect relating to the relationship between the Users and Federal-Mogul have been drawn up and must be interpreted in accordance with the laws Belgium, except as otherwise required by mandatory legal provisions, without application of its conflicts of laws rule

