

## GENERAL TERMS AND CONDITIONS FOR THE USE OF CHAMPIONAUTOPARTS.CO.ZA<sup>1</sup>

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**”) offers its customers and partners (hereinafter referred to as “**Customer**”) the online service championautoparts.co.za (hereinafter referred to as “**Website**”). The Website enables Customers, through online access, to obtain a general view and detailed information concerning customized procedure and needs to find and install relevant filter packs for vehicles sourced from Federal-Mogul.

### 1. Scope of Application

1.1 The general terms and conditions described below (hereinafter referred to as “**Terms and Conditions**”) shall apply to the use of the Website, and also include Federal-Mogul's [Privacy Policy](#).

1.2 The use of the Website is only available to Customers in accordance with the stipulation of the following provisions.

### 2. Registration and access to the Website

2.1 The Website is provided for the use of professional Customers authorized by Federal-Mogul, and may not be used for any other purpose. Therefore, to the fullest extent permitted by applicable law, Federal-Mogul expressly disclaims all warranties of any kind for the use of non-professional Customers (e.g. consumer) authorized by Federal-Mogul. The prerequisite for the use of the Website is successful registration of the Federal-Mogul Customer concerned.

2.2 For the purpose of registration, the Customer shall send an online query to Federal-Mogul. To this end, the Customer shall enter the data necessary for completing the query fully and truthfully on the form intended for this purpose [and confirm that. Before sending the online query, the Customer shall accept the Terms and Conditions as well as the Privacy Policy.

2.3 The Customer will be notified of successful registration by email to the email address provided during registration. After successful registration for the Website, the Customer shall receive personal the Website access data. By accessing and using the Website, the Customer acknowledge to have read and accept these Terms and Conditions. Moreover, the Customer acknowledges and agrees that, upon notification of successful registration, these Terms & Conditions shall constitute a legally binding agreement between the Customer and Federal-Mogul that governs access to and use of the Website.

2.4 Access to the Website takes place online via the Federal-Mogul website/portal or via a direct link provided by Federal-Mogul. The personal access data should be entered into the envisaged fields.

2.5 Access to the Website is free of charge. However, costs may be incurred for general access to the Internet. They shall be borne by the Customer.

2.6 Customers do not have a right to register for the Website. Federal-Mogul reserves the right to refuse or reject registration for the Website at any time without specifying a reason, upon reasonable time and without stating reasons.

2.7 It is possible for the Customer to review or modify his data through his personal access data.

2.8 The Customer can, at any time and free of charge, request deletion of this the Website

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<sup>1</sup> including all its top-level domains

access in writing at the following address:  
Federal-Mogul Global Aftermarket EMEA bvba,  
Prins Boudewijnlaan 5, 2550 Kontich, Belgium

### **3. Website's scope of service**

3.1 The Website provides the Customer with comprehensive detailed information concerning customized procedure and needs to find and install relevant filter packs for vehicles sourced from Federal-Mogul. In particular, Customers receive e.g. the following information:

- Name of particle cabin filter (including short description)
- Size of cabin filter (L x W x H)
- Filter position
- Video Instruction and/or Instruction in writing regarding the installation procedure of the filter pack(s).

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

### **4. Customer's duties**

4.1 On registration, the Customer shall provide the requested necessary information truthfully. The Customer shall notify Federal-Mogul of future changes to his data without delay or shall modify his data within the Website himself.

4.2 The Customer shall treat the access data allocated to him strictly confidentially and shall keep them secret from any third parties. He shall alter them without delay or have them altered by Federal-Mogul if he suspects that unauthorised third parties have gained knowledge of them.

4.3 If you choose to register to the Website, you may not share your password(s), account information, or access to the Website. You are responsible for maintaining the confidentiality of your password(s) and account information, and you are responsible for all activities that occur under your password(s) or account(s) or as a result of your access to the Website.

4.4 Only the Customer shall use the access data allocated to him and shall not pass them on to any other person.

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

- unauthorised access to data belonging to Federal-Mogul or third parties,
- impairing or overloading the functionality or availability of the Website through misuse or through improper use,
- manipulating, sending or placing data through which the rights of a third party are impaired.

4.6 By means of suitable measures, the Customer 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.

4.7 The Customer shall notify Federal-Mogul without delay of incorrect presentations or deviations of the information presented by the Website.

4.8 Federal-Mogul is entitled to block the Customer's access to the Website either temporarily or permanently should the Customer violate any of his duties as stated in this Terms and Conditions.

**5. Website's availability**

Federal-Mogul shall make every effort to grant the Customer 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 the Website and is not liable for complete or partial failure of any certain availability.

**6. Copyright**

The Website and the content presented within the framework of the Website are protected by copyrights, author rights and neighbouring rights, or are subject to other intellectual property or commercial protective rights. The structure and the content of the 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 the Website by Customer for his own business purposes is not permitted.

**7. Product presentations**

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

7.2 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.

**8. Disclaimer of Warranty**

8.1 CUSTOMER 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 YOUR 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 YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR 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 YOUR MANDATORY RIGHTS UNDER APPLICABLE LAWS.

8.2 THE GRATUITOUS CONTENT OF INSTRUCTIONS HAS BEEN COMPLIED WITH METICULOUS CARE AND THE BEST OF OUR KNOWLEDGE. THE INSTRUCTIONS AND INFORMATION GIVEN ARE NOT PART OF A CONTRACTUAL RELATIONSHIP. FURTHERMORE, NO CONTRACTUAL RELATIONSHIP SHALL BE CONCLUDED BY CALLING THE INSTRUCTIONS. FEDERAL-MOGUL HELD LIABLE FOR THE UP-TO-DATENESS, CORRECTNESS, COMPLETENESS OR QUALITY OF THE CONTENT. LIABILITY CLAIMS AGAINST FEDERAL-MOGUL, WHICH APPLY TO MATERIAL OR INTANGIBLE DAMAGES CAUSED BY THE USE OF THE PRESENTED CONTENT OR BY THE USE OF INCORRECT OR INCOMPLETE CONTENTS, ARE IN PRINCIPLE EXCLUDED UNLESS FEDERAL-MOGUL IS DEMONSTRABLY GUILTY OF WILFUL MISCONDUCT. THE INSTRUCTIONS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. FEDERAL-MOGUL EXPRESSLY RESERVES THE RIGHT TO CHANGE, AMEND OR DELETE PARTS OF THE INSTRUCTIONS OR THE ENTIRE INSTRUCTION WITHOUT PRIOR NOTICE, OR TO TERMINATE THE PUBLICATION TEMPORARILY OR PERMANENTLY.

## **9. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY UNDERSTAND AND AGREE 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 YOUR USE OF THE 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 YOUR 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 CUSTOMERS AND FOR DAMAGE WHICH IS CAUSED BY INTENT, GROSS NEGLIGENCE OR NEGLIGENCE ON THE INSTALLATION OF PARTS OF FEDERAL-MOGUL, VIA CUSTOMERS OF FEDERAL-MOGUL.

## **10. Final provisions**

10.1 Federal-Mogul is entitled at any time to amend and/or supplement these Terms and Conditions with an announcement period of one month by sending an amended version of the Terms and Conditions to the e-mail address stated by the Customer. If the Customer does not object to the amended or supplemented conditions within two weeks of receipt, the amended Terms and Conditions shall become effective. The Customer's attention is expressly drawn to the right of objection in the amendment notification.

10.2 Amendments and supplements to the Terms and Conditions require written form. This also applies to amendment to this written form clause.

10.3 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.

10.4 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.

10.5 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 this 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.

## **11. Legal notice**

Federal-Mogul Global Aftermarket EMEA B.V.B.A.  
Prins Boudewijnlaan 5  
2550 Kontich, Belgium  
Ref. No. BE 0452.101.063  
Registered Court Antwerp  
VAT ID: BE 0452.101.063  
Phone: +32 3 450 83 10  
Email: Webmaster2@fmmotorparts.com