

Terms - Fraser Engine Rebuilder, Inc.

This Terms of Use Agreement (the "Agreement") states the terms and conditions that govern any contractual agreement between Fraser Engine Rebuilder, Inc., a Michigan corporation, (the "Company") and you (the "User"). Should User make a purchase from Company, then User shall sometimes hereinafter be referred to as "Buyer" herein. Without limitation, User agrees to be bound by this Agreement in regard to the User's access to www.FRASERENGINECO.COM (the "Site"), which is owned and operated by the Company.

TERMS OF PURCHASE OF COMPANY'S PRODUCTS— All transactions between User and Company are subject to approval by User's credit card company. Products purchased by User from Company may not be canceled, returned except as allowed by applicable law. However, products purchased by User from Company may be returned for repair or replacement if defective. Any estimated delivery date of products purchased by User from Company is an estimate only and may be subject to change. A change to the delivery date will not mitigate Users obligation under this Agreement. Receipt of User's signed acknowledgment is required for Company to accept/proceed with User's order.

CREDIT/DEBIT CARD ORDER: A refund for a canceled order which was originally made using a credit or debit card may take up to five days to show on User's credit/bank statement, but typically appears in 24-48 hours depending on User's bank.

ELECTRONIC CHECK: If User makes a purchase from Company by an electronic check, Company will not ship product out until the check cleared our system.

Buyer's Inspection: Upon the carrier's delivery of Company's products to Buyer, Buyer shall immediately inspect the products for damage and missing quantity while the carrier is still present. If Buyer discovers any damaged or missing product, Buyer shall require the carrier to 1) make a notation of Buyer's discovery on the bill of lading, and 2) sign the bill of lading, indicating the time & date. Buyer shall obtain from the carrier a copy of the signed bill of lading that includes denotes Buyer's claim.

ANY ACTION ARISING UNDER OR RELATING TO THIS AGREEMENT OR ARISING FROM OR RELATING TO ANY PURCHASE BY USER OF ANY PRODUCT FROM COMPANY SHALL BE BROUGHT IN A COURT OF APPROPRIATE JURISDICTION AND VENUE IN THE STATE OF MICHIGAN. CUSTOMER HEREBY CONSENTS TO JURISDICTION OF THE STATE OF MICHIGAN IN CONNECTION HERewith. WITHOUT LIMITATION, PURCHASE OF PRODUCTS OF COMPANY BY BUYER SHALL CONSTITUTE BUYER'S CONSENT AND AGREEMENT TO THE TERMS OF THIS AGREEMENT. IF LEGAL ACTION IS NECESSARY TO ENFORCE BUYER'S PERFORMANCE HEREUNDER, BUYER SHALL PAY COMPANY'S COST OF SUIT AND REASONABLE ATTORNEY FEES IN CONNECTION THEREWITH.

Buyer authorizes Company to charge Buyer's credit card indicated in the payment authorization form from Buyer to Company according to the terms outlined herein. This payment authorization is for the goods/services described above, for the amount indicated above only. All mis-ordered or mis-diagnosed parts will be assessed a 25% restocking charge and freight both ways, regardless of the reason. We do not assume towing, shipping, transportation, and car rental cost. Usual delivery time is about 7-14 working days.

IT IS THE INSTALLERS RESPONSIBILITY TO VERIFY THE SIZE AND PROPER APPLICATION OF PRODUCTS BEFORE INSTALLATION. WE ASSUME NO LIABILITY FOR WRONG APPLICATION.

ALL CORES MUST BE DELIVERED TO COMPANY WITHIN A THIRTY (30) DAYS FROM THE DATE OF PURCHASE. IF THE CORE IS NOT RETURNED WITHIN THE STATED TIME FRAME, BUYER WILL BE CHARGED THE REMAINDER OF THE CORE CHARGE IF BUYER WAS NOT CHARGED THE FULL AMOUNT AT THE TIME OF THE SALE (NO EXCEPTIONS). ANY and ALL WARRANTIES FROM COMPANY TO BUYER WILL ALSO BE VOIDED AFTER THE 30-DAY PERIOD IF THE CORE HAS NOT BEEN DELIVERED TO COMPANY, THEN RE-INSTATED AFTER COMPANY RECEIVES THE CORE FROM THE BUYER.

Company will contact Buyer after Buyer's purchase to confirm Buyer's order and vehicle information, so Buyer is urged to PLEASE check messages. Company will not proceed without hearing back from Buyer. The core must be delivered to Company within 30 days of purchase to validate any warranty.

To the fullest extent allowed by applicable law, all warranties from Company to Buyer will be void if core is not returned. The shipping charges to return the core are included.

THE SERVICE

Through this website (the "Site"), Company may connect consumers with distributors of auto parts for purchase (the "Service"). By logging onto the Site and/or using the Service, the User agrees to these Terms of Use and associated Privacy Policy located elsewhere on the Site.

RELATIONSHIP BETWEEN USERS AND COMPANY

The User acknowledges and agrees that the Company may provide a venue through which consumers and distributors may connect to purchase auto parts. Further, the Company cannot attest to the veracity of any statement made by any User of the Site, be it consumer or distributor. The Company does not verify any such information and does not guarantee the performance of any distributor, the quality of any auto part purchased through the Site, or ability of any consumer to follow through on any transaction made after connecting via the Site. The User agrees and acknowledges that any agreements made between Users of the Site to purchase auto parts or for any other purpose is solely between the consumer and the distributor and the Company hereby disclaims its role as a party or third party to any such agreement.

WARRANTY CLAIMS

Distributors advertising their products via the Site may make certain claims as to their products sold, including (but not limited to) claims of warranty or performance. User hereby agrees and

acknowledges that any such claim is made independently of the Company as it simply provides a venue for consumers and distributors to connect for the purchase of auto parts and is otherwise not affiliated with any User.

SITE IMAGES

Any images located on the Site of auto parts or any other such product offered by distributors are not meant to be representative of any product corresponding to any transaction made between Users now or in the future. Such images are solely illustrative of a "typical" product for informational purposes only.

ELIGIBILITY

To be eligible to browse the Site and use the Service, the User must be at least 18 years of age. The User must provide information that is truthful to the best of the User's knowledge and in the event any such information changes, the User shall notify the Company of any such change within a reasonable amount of time. The User may not through the Site use false identities, impersonate any other person, or use a username and password that the User is not authorized to use.

GENERAL RESTRICTIONS ON USE

The Company grants the User a limited license to access and make personal use of the Site and not to download (other than page caching) or modify it (or any portion thereof) except with express written consent of the Company. This license does not include any resale or commercial use of the Site or its contents, any collection and use of any product listings, descriptions, or prices, any derivative use of this site or its contents, any downloading or copying of account information for the benefit of another merchant, or any use of data mining, robots, or similar data gathering and extraction tools.

The User agrees not to use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of the Site. The User will not take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure. The User agrees not to use any robot, spider, other automatic device, or manual process to monitor or copy any content from the Site without the prior express consent from an authorized Company representative, unless such use is by a search engine employed to direct Internet users to the Site. The Site or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of the Company. The User may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Company or its associates without express written consent.

The User may not use any meta tags or any other "hidden" text utilizing the Company's name or trademarks without the express written consent of the Company. Any unauthorized use terminates the permission or license granted by the Company. The User is granted a limited, revocable, and nonexclusive right to create a hyperlink to the Site so long as the link does not portray the Company, its associates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter.

USER ACCOUNT

The User may register to the Site with an account in order to make use of certain functions and/or the Service (the "User Account"). The User is responsible for maintaining the confidentiality of the username and password that the User designates during the registration process, and the User is fully responsible for all activities that occur under the User Account. The User agrees to: (i) immediately notify the Company of any unauthorized use of the User Account or any other breach of security, and (ii) ensure that the User exits from the User Account at the end of each session. The Company will not be liable for any loss or damage arising from the User's failure to comply with this provision. The User should use particular caution when accessing the User Account from a public or shared computer to ensure that others are not able to view or record the User Account's username and password and/or other personal information. The Company reserves the right to terminate or suspend any User's User Account and/or access to the Site and the Service if the Company determines (in its sole discretion) that any such User has violated this Agreement.

TERM AND TERMINATION

In relation to the Service, this Agreement will remain in effect until terminated by either party. If the User is dissatisfied with the Service or any of the terms and conditions contained herein, the sole and exclusive remedy is to terminate the User Account. Notwithstanding anything contained in this Agreement to the contrary, the Company may, in its sole discretion, terminate the User Account, and discontinue the User's participation in the Service. Reasons for the Company's determination to so terminate or discontinue the User's Account or participation as provided for above, include, but are not limited to, if the Company believes that the User has violated this Agreement or other policies or guidelines of the Service or that of any other party, or if the Company believes that the User's conduct may be harmful to other consumers, advertisers or licensees who participate in or facilitate the Service.

INTELLECTUAL PROPERTY

The Site holds certain content, such as text, graphics, logos, button icons, images, audio clips, data compilations, and software, that is the property of the Company or its content suppliers and protected by international copyright laws. The Site may contain or reference trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes or other proprietary rights belonging to Company and/or other parties. No license to or right in any such trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes and other proprietary rights of Company and/or other parties is granted to or conferred upon the User.

COMMUNICATIONS

The Company shall be free to reproduce, use, disclose, and distribute any and all communication conducted with Company through the Site including but not limited to feedback, questions, comments, suggestions and the like (the "Communications"). The User shall have no right of confidentiality in the Communications and the Company shall have no obligation to protect the Communications from disclosure. The Company shall be free to use any ideas, concepts, know-how, content or techniques contained in the Communications for any purpose whatsoever, including but not limited to the development, production and marketing of products and services that incorporate such information.

LIMITED LIABILITY

UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE TO THE USER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE SITE, ANY SERVICE OFFERED BY THE COMPANY, ANY TRANSACTION MADE BETWEEN USERS, OR THE INTERNET GENERALLY, INCLUDING, BUT NOT LIMITED TO: (A) ANY PARTY'S USE OR INABILITY TO USE THE SITE; (B) ANY CHANGES TO OR INACCESSIBILITY OF THE SITE; (C) ANY DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY DATA OR ANY TRANSMISSION OF DATA; (D) ANY CONTENT OR DATA TRANSMITTED OR RECEIVED (OR NOT TRANSMITTED OR RECEIVED) BY/FROM ANY PARTY; AND/OR (E) ANY CONTENT OR DATA FROM A THIRD PERSON ACCESSED ON OR THROUGH THE SITE, OR THE SERVICE; WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THUS THIS LIMITATION OF LIABILITY MAY NOT APPLY TO USER.

DISCLAIMER OF WARRANTIES

THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. USE OF THIS SITE AND ANY SERVICE OFFERED BY THE COMPANY IS AT THE USER'S SOLE RISK. THE COMPANY MAKES NO WARRANTIES, INCLUDING, BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; (B) THAT THE SITE, OR THE SERVICE WILL MEET THE USER'S REQUIREMENTS; (C) THAT THE SITE WILL BE SECURE, UNINTERRUPTED, ACCESSIBLE OR ERROR-FREE; AND/OR (D) THAT ANY INFORMATION, DATA OR CONTENT OBTAINED FROM THE SITE, OR THE SERVICE WILL BE ACCURATE, RELIABLE, COMPLETE, TIMELY OR FREE FROM VIRUSES OR OTHER FORMS OF DESTRUCTIVE CODE. NO ADVICE OR INFORMATION OBTAINED BY THE USER FROM THE COMPANY, WHETHER IN ORAL, WRITTEN OR ELECTRONIC FORM, RELATING TO THE USER'S USE OF THIS SITE, THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

INDEMNIFICATION

The User agrees to indemnify, hold harmless and defend the Company, along with its directors, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person or entity, arising out of or relating to: (i) this Agreement and/or any breach or threatened breach by the User; (ii) any transaction entered into by Users of the Site, whether or not Users initially connected via

the Site; (iii) the User's use of the Site or any service offered by the Company; (iv) any unacceptable, unlawful, or objectionable use of the Site or any service offered to the User by the Company; or (v) any negligent or willful misconduct by the User.

ERRORS AND OMISSIONS

The Site may contain technical inaccuracies and typographical errors, including but not limited to inaccuracies relating to pricing or availability applicable to certain products or services offered by the Company. The Company shall not assume responsibility or liability for any such inaccuracies, errors or omissions, and shall have no obligation to honor any order affected by such inaccuracies. The Company reserves the right to make changes, corrections, cancellations and/or improvements to any information contained on the Site, and to the products and programs described in such information, at any time without notice, including after confirmation of a transaction.

PRODUCTS AND SERVICES

The Site may contain information about products and services offered by the Company or third parties, not all of which are available in every location. Any reference to a Company product or service on the Site does not imply that such product or service is or will be available in the User's location.

THIRD PARTY LINKS

There are links on the Site that lead to third party sites, including those of advertisers.

THE COMPANY IS NOT RESPONSIBLE FOR THE PRIVACY POLICIES OF THOSE SITES OR THE COOKIES THOSE SITES USE. IN ADDITION, BECAUSE THE COMPANY HAS NO CONTROL OVER SUCH SITES AND RESOURCES, THE USER ACKNOWLEDGES AND AGREES THAT THE COMPANY IS NOT RESPONSIBLE FOR THE AVAILABILITY OF SUCH EXTERNAL SITES OR RESOURCES, AND DOES NOT ENDORSE AND IS NOT RESPONSIBLE OR LIABLE FOR ANY CONTENT, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE FROM SUCH SITES OR RESOURCES.

MODIFICATION

To the extent allowed by applicable law, the Company has the right at any time or from time to time to modify or amend this Agreement. Should the Company choose to modify this Agreement the Site will display such changes, which will be User's only notification of any such change. Any use of the Site or the Service by User after such notification shall constitute User's acceptance of the modified or amended terms. No modification to this Agreement made by User shall be binding upon the Company.

FORCE MAJEURE

In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power

blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party or other causes beyond such Party's reasonable control (a "Force Majeure Event") the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds seven (7) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may by giving written notice immediately terminate this Agreement.

SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

GOVERNING LAW

The interpretation of this Agreement shall be governed by the laws of the State of Michigan.