

Scheme Terms & Conditions

THIS AGREEMENT is made between us, FEDERAL-MOGUL AFTERMARKET UK LIMITED, whose registered office is at:

Manchester International Office Centre, Styal Road, Manchester M22 5TN, England and you, the company, firm or entity specified on the Registration Form.

INTRODUCTION

1. We, FEDERAL-MOGUL AFTERMARKET LIMITED operate a scheme whereby garages which comply with certain standards of competence in the field of brake fitting are entitled to apply for and sell Ferodo parts and services under the designation of "Ferodo Brake Specialist".

2. Having satisfied itself that the Garage is so qualified, appointment as a Ferodo Brake Specialist is on a non-exclusive basis at the premises approved by us, as specified on the Registration Form, subject to the terms and conditions of this Agreement.

1. TERM

Unless terminated under any other provision, this Agreement will commence and exist subject to the right of either of us to terminate this Agreement by three months written notice, such notice to be given at any time.

2. FEDERAL-MOGUL AFTERMARKET UK LIMITED'S OBLIGATIONS

2.1 During the period of the Agreement we, FEDERAL-MOGUL AFTERMARKET UK LIMITED, agree to:-

2.1.1 provide a motorist referral service, whereby the Brake Specialist in the area will have any customer enquiries directed to them;

2.1.2 nominate you to receive any preferential trading terms and incentives available from Ferodo Distributors who participate in supply on such terms to Ferodo Brake Specialists;

2.1.3 carry out such advertising on behalf of Ferodo Brake Specialists as we, in our sole discretion, deem necessary;

2.1.4 provide you with technical and promotional updates;

2.1.5 provide you with a range of promotional literature and point of sale material, and certain other material on such prices, terms and conditions in force from time to time;

2.1.9 make available to you training sessions as may from time to time be required, at such prices, terms and conditions as are currently in force at the time.

3. GARAGE'S OBLIGATIONS

3.1 During the period of this agreement you, the Garage agree to:-

3.1.1 use Ferodo signage, promotional material as provided etc;

3.1.2 where possible sell and use only Ferodo products that if such products are not available use products from other sources only if they are of suitable quality and performance in comparison to Ferodo products;

3.1.4 participate in and carry out at its own expense advertising to meet local market needs in accordance with FEDERAL-MOGUL AFTERMARKET UK LIMITED'S advertising policies for the Ferodo brand;

3.1.6 operate the Ferodo Brake Specialist scheme efficiently and in a courteous manner and to promptly deal with any complaint by customers;

3.1.7 ensure that there is conspicuously displayed at its premises at the point of sale a clear statement in a form supplied by us that the Brake Specialist is an independent contractor and that FEDERAL-MOGUL AFTERMARKET UK LIMITED is not responsible for your debts or other responsibilities;

3.1.8 hold sufficient stock of Ferodo products to meet anticipated demand; permit us to inspect the approved premises and operations of the garage at any reasonable time in relation to the Ferodo Brake Specialist Scheme;

3.1.9 not to operate any other similar brake specialist franchise/scheme except with our express written permission;

3.1.10 not at any other location than the approved premises, to operate as a Ferodo Brake Specialist without our express written consent;

3.1.11 not to do anything or carry on any practice which may be fairly said to be such as to bring or be capable of bringing the good name of Ferodo Brake Specialists or the reputation of FEDERAL-MOGUL AFTERMARKET UK LIMITED into disrepute;

3.1.12 to supply information as to customer trend preferences and carry out customer surveys as we may from time to time require;

3.1.13 not to make any representations or other statements on behalf of Ferodo other than in the normal course of business in relation to Ferodo's products.

4. INDEMNITY

4.1 You hereby agree to fully and effectually indemnify us in respect of all and any damages, claims, costs or other liabilities of all descriptions incurred by us to any third party arising as a result of any act or default of you or your employees or agents in your operation of this Agreement such liability to include but not be limited to claims in contract, tort, misrepresentation, strict liability or otherwise provided that this indemnity shall not apply to the extent that any such liability has been incurred by any act or default of ourselves.

4.2 You shall, during the period of this Agreement, maintain a policy or policies of insurance which shall insure against its liability to customers and other third parties of all description in the sum of not less than £1 million per event for death, personal injury or damage to property.

4.3 Nothing in the foregoing provisions shall be deemed in any way to be a limitation or exclusion of any liability of FEDERAL-MOGUL AFTERMARKET UK LIMITED for death or personal injury which it is not lawful to exclude or limit.

5. FINANCIAL

There is no joining fee payable for membership of the Ferodo Brake Specialist scheme.

6. SUSPENSION

6.1 Without prejudice to any other rights or remedies we reserve the right to suspend the benefits provided under this Agreement in the event that:-

6.1.1 you are in breach of any of the terms of this Agreement and have failed to remedy such a default as notified by us or is failing to take, in our sole opinion, reasonable steps to remedy such default;

6.1.2 you are being investigated by any national, local or other body;

6.1.3 you are suffering from any event as described in clause 7.1.1

7. TERMINATION

7.1 We reserve the right to terminate this Agreement in the event that:-

7.1.1 you (being a company) go into any form of liquidation (other than a bona fide solvent liquidation for amalgamation or reconstruction purposes and where the amalgamation or reconstructed company undertakes to continue to perform the obligations contained in this Agreement) or enter into any form of administration procedure or (if you are an individual or partnership) become bankrupt, or (in the case of you being an individual) you die or become incapable of operating the Agreement due to any form of illness which prevents your satisfactory operation of this Agreement to a material extent;

7.1.2 you are in breach of any of your obligations under the terms of this Agreement and having been given not less than 30 days written notice by us to remedy the same have failed to do so.

7.2 You may terminate this Agreement at any time by checking the box provided at the Terms and Preferences page on the Ferodo Brake Specialist website. Subsequently, your membership details will be deleted from our systems.

7.3 In the event of any termination of this Agreement you shall cease forthwith to use the designation "Ferodo Brake Specialist" and shall immediately discontinue all advertising, use of signage or clothing, use of advertising material supplied. You shall return in good and clean condition (fair wear and tear accepted) all signage and other promotional material etc still in your possession together with all other documentary materials of any kind produced by Ferodo.

7.4 Termination of expiration shall not effect any rights or remedies of either of us, which have accrued prior thereto.

8. NO ASSIGNMENT

You may not assign except with our express written consent the whole or any part of this Agreement.

9. ACKNOWLEDGEMENT OF TRADE MARKS

You hereby acknowledge that all and any rights in any trade names or marks or styles of trading of Ferodo shall belong entirely to us and no rights to use such marks or to claim any goodwill therein shall accrue to you.

10. PRIVACY

We will never sell your information to any other company.

When you provide Federal-Mogul with personal information, you consent to the collection, use and disclosure of personal information from or about you. We will provide our customers and employees with access to the personal information that we keep about them. We will endeavour to keep personal information accurate and up to date and to provide the opportunity to challenge the accuracy of the information. You agree to take the precautions to assist us in protecting your data, including but not limited to, protecting your FBS membership number.

This policy is consistent with Federal-Mogul's Safe Harbor Data Privacy Policy which is available at www.fmmotorparts.co.uk.

Federal-Mogul Corporation reserves the right to change its Privacy Policy. A revised Privacy Policy will only apply to data collected subsequent to its effective date.

11. FORCE MAJEURE

Neither of us shall be liable for any breach of, delay in performance or hindrance in performance of any of its respective obligations under this Agreement where the same is due to any event or circumstance beyond our reasonable control including but not limited to fire, flood, acts of God, employee disputes, plant or machinery breakdown or shortage of supplies.

12. JOINT AND SEVERAL

Where you, the garage, constitute two or more persons the liability of such persons shall be joint and several.

13. NO PARTNERSHIP – INDEPENDENT CONTRACTOR

No partnership or agency of any kind is hereby created between us. You are an independent contractor and free to determine the pricing of Ferodo products which you purchase.

14. NO WAIVER

No waiver or indulgence by us in exercising any right or remedy under this Agreement shall constitute a waiver of any kind.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement. Neither of us relies upon any other representation or warranty of any kind other than those contained in this Agreement or other documents expressly referred to in this Agreement. Nothing in this provision shall seek to limit or exclude liability for any fraudulent representation of either of us.

16. LAW

This Agreement is governed by English law and any dispute shall be ultimately determined by the English courts.