

Terms & Conditions of Use

Agreement Between You and ZODIAC SEATS FRANCE

Thank you for visiting our Website. Please read these terms of use carefully before you start to use the Website. By accessing and using this Website, you indicate that you accept (unconditionally and irrevocably) these terms and conditions (the "Agreement"). If you do not agree to these terms and conditions, please refrain from using our Website and exit immediately.

The Website is owned and operated by **ZODIAC SEATS FRANCE**, rue Robert Marechal Senior, ZI La Limoise, 36100 ISSOUDUN, FRANCE.

You represent and warrant you possess the legal right and ability to enter into this Agreement and to use this Website in accordance with all terms and conditions herein.

Purpose of ZSFR Spare Parts Order Follow up Web site

The purpose of this website is to give you access to your ZSFR spare parts order book and to be able to follow up the status of your orders.

The data is uploaded once a day, between 7:30 am and 9:00 am, GMT+1H, Monday thru Friday.

The data refer to any PO placed within 12 months, open or closed and the matching invoices.

Modification of Terms

We may change these terms and conditions at any time without advance notice. Changed terms will become effective once posted on the Website, and will not have any retrospective effect on existing contractual arrangements made through this Website. Your continued use of this Website after any change means you have accepted the changed terms and conditions.

You may at any time read our terms & conditions of use by clicking on « Terms & conditions of use" at the bottom of each page.

Disclaimer of Warranties and Limitation of Liability

General

Your access to and use of software and other materials on, or through, this Website is solely at your own risk. We make no warranty whatsoever about the reliability, stability or virus-free nature of such software.

We have taken reasonable steps to ensure the information provided by us on this Website is accurate at the time you view it. However, we cannot and have not checked the accuracy of all information provided by outside sources for example by the providers of other information, or of other parties linked to or from the Website.

Commentary and other materials posted on our Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Website, or by anyone who may be informed or act upon any of its contents.

We aim to ensure that availability for the Website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed and we reserve the right to withdraw or amend the service we provide on the Website without notice. Also, your access to the Website may occasionally be suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction. We will not be liable if for any reason our Website is unavailable at any time or period.

Disclaimer of Warranty

To the maximum extent permitted by applicable law, we disclaim all warranties relating to the information, software, products and services contained in this website. All such information is provided "as is" without warranty of any kind. We hereby disclaim all warranties and conditions with regard to this information, software, products and services contained in this website including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

Limitation of Liability

In no event will we be liable for any direct, special, indirect, incidental, consequential (including among other things loss of revenue or profits), punitive, or exemplary, damages of any kind or subject to equitable or injunctive remedies (whether based on breach of contract, tort, negligence, strict liability or otherwise) arising out of :

1. access to, or use of this website, or delay or inability to use this website, or any information contained in this website; or,

2. The availability and utility of products and services.

Any rights not expressly granted herein are reserved by us.

Indemnity

As a condition of use of this Website, you agree to indemnify us from and against any and all liabilities, expenses (including lawyers' fees) and damages arising out of claims resulting from your use of this Website or of any information contained herein.

Links to Third-Parties' Websites

This Website may contain links and pointers to Internet sites maintained by third parties. We do not operate or control in any respect any information, products or services on such third party sites. Third party links and pointers are included solely for your convenience, and do not constitute any endorsement by us. You assume sole responsibility for use of third party links and pointers.

Limitations on Use

You agree not to abuse the Website. "Abuse" includes, without limitation, using the Website to:

- 1- Defame, harass, stalk, threaten, abuse or otherwise violate others' rights as defined by applicable law.
- 2- Harm or interfere with the operation of others' computers and software in any respect, including, without limitation, by uploading, downloading or transmitting corrupt files or computer viruses.
- 3- Violate applicable intellectual property, publicity or privacy rights, including, without limitation, by uploading, downloading or transmitting materials or software.
- 4- Omit or misrepresent the origin of, or rights in, any file you download or upload, including, without limitation, by omitting proprietary language, author identifications, or notices of patent, copyright or trademark.
- 5- Transmit, post, or otherwise disclose trade secrets, or other confidential or protected proprietary material or information.
- 6- Download or upload files that are unlawful to distribute through the Website.

- 7- Transmit any information or software obtained through the Website, or copy, create, display, distribute, license, perform , publish, recreate, reproduce, sell or transfer works deriving from the Website.
- 8- Cause an excessively large load on the infrastructure of the Website.
- 9- Falsely misrepresent one's identity or authority to act on behalf of another.
- 10- Violate this Agreement in any other manner.
- 11- Disclose your personal login to anyone.

Security

We will take reasonable measures to insure information you transmit to us using the Website will remain confidential and protected from unauthorised access. Despite those measures, we do not warrant unauthorised access to that information can never happen. We will not be liable for any such unauthorised access unless caused solely by our gross negligence.

The administrator of this website can be reached at customerservices.sas@zodiacaerospace.com or by clicking on "Contact us" at the bottom of each pages.

The administrator has the right to accept, refuse or deactivate your account.

Entire Agreement

This Agreement constitutes the entire agreement between you and us in relation to your use of this Website, and supersedes all previous agreements in respect of your use of this Website.

Law and Jurisdiction

This Agreement will be governed by and construed in accordance with French law, and any disputes hereunder will be subject to the exclusive jurisdiction of the courts of France.

Copyright and Trademark Notices

All content of this Website is copyright ZODIAC SEATS FRANCE, all rights reserved.