

Website Terms of Use

Last Modified: December 7th, 2017

Acceptance of the Terms of Use

Welcome to the auxiliary website of Parker Hannifin Engine Mobile Original Equipment Division (“**Engine Mobile OE Division**”, “**EMOE**”, “**Racor**”, “**Fuel Manager**”, “**we**”, “**us**”, “**our**”). These Website Terms of Use constitute a legal agreement between Parker Hannifin Engine Mobile OE Division and “you,” (and similar terms such as “your”) meaning: (i) you in your individual capacity, (ii) any company or other legal entity on whose behalf, or for whose benefit, you are accessing this Website; and (iii) any person or entity who may have rights through you. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Use”), govern your access to and use of this Website owned and controlled by Parker Hannifin Engine Mobile OE Division with a homepage at www.RacorNews.com, as well as subordinate and affiliated pages and any page from which you navigated to this Policy, as well as all content, functionality and services offered on or through such Website (collectively, the “**Website**”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use.** If you do not want to agree to these Terms of Use, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with EMOE and meet all of the foregoing eligibility requirements. If you do not meet this requirement, you must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them. Without limiting the foregoing, Parker Hannifin Engine Mobile OE Division may at any time, with or without prior notice:

- Change, add, remove or revise portions of the terms and conditions of these Terms of Use.
- Change or discontinue the Website, in whole or in part, including eliminating or discontinuing any content on or feature of the Website.
- Terminate or restrict any account or user for any reason, at our sole discretion.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, at our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time at our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and its entire content, features and functionality (including but not limited to all information,

software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by EMOE, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These Terms of Use permit you to use the Website only to the extent reasonably necessary for you to conduct business or consider conducting business with EMOE, and not for other unrelated purposes (for example, not for the purpose of competing or disparaging EMOE in any way). You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials, and the files that are automatically cached by your Web browser for display enhancement purposes.
- You may print, download, copy or forward a reasonable number of pages of the Website related to your own business dealings with EMOE and/or for the purpose of letting others know about our offerings.
- You may print, download, copy or forward digital products specifically identified as for "viewing or download", related to your own business dealings with EMOE and/or for the purpose of letting others know about our offerings.
- If you are an authorized EMOE (Racor product) distributor you may link to, download, and display digital Racor product photographs and related information for the purpose of sales and distribution of Racor products.

Unless you have express, written permission from EMOE, you must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences or any graphics not related to your own business dealings with EMOE.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

If you breach these Terms of Use, or print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, EMOE will discontinue your right to use the Website and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by EMOE. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

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Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate a EMOE employee, another user or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm EMOE or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Monitoring, Enforcement and Termination

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities, and/or to comply with any court order requesting or directing us to disclose the identity or other information of anyone using this Website in a violation of these Terms of Use or any law or regulation. Copyright Infringement – DMCA Notice.

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the United States copyright law. If you believe in good faith that materials hosted by Parker Hannifin Engine Mobile OE and appearing on the Internet, such as on this Website, infringe your copyright rights, you or your agent may send Parker Hannifin Engine Mobile OE Division written notice requesting that the material be removed or access to it be blocked. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon Parker Hannifin Engine Mobile OE actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Parker Hannifin Engine Mobile OE a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details.

If you believe that any other person using this Website has violated any terms in this Agreement, please notify us immediately, specifically identifying the conduct or materials at issue. You may contact us by emailing us at racortech@Parker.com or writing to Parker Hannifin Engine Mobile OE, Attn: Marketing & Sales.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its content.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by EMOE, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of EMOE. We are not responsible, or liable to you or any third party for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the content standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice at our sole discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the content of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and you are subject to the terms and conditions of use for such websites.

Geographic Restrictions

This website is intended for use and viewing in the United States and Canada. The owner of the Website is based in the state of California in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States and/or Canada. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States or Canada, you do so on your own initiative and are responsible for compliance with local laws.

U.S. Government Users

You agree and acknowledge that the Website, content and information owned by Parker Hannifin Engine Mobile OE Division as expressed herein ("Parker Hannifin Engine Mobile OE Division Property") are commercial items developed at private expense and not under any United States Government contract. The United States Government's rights relating to the Parker Hannifin Engine Mobile OE Division Property are limited to those rights as set forth herein and are binding on United States Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1, as applicable.

Legal Compliance

You represent and warrant that (i) you are not located in a country that is subject to a United States Government embargo, or that has been designated by the United States Government as a "terrorist supporting" country; and (ii) you are not listed on any United States Government list of prohibited or restricted parties.

Third Party Terms of Agreement

You agree to comply with applicable third party terms of agreement when using the Website, e.g., you must not be in violation of your Internet service provider or applicable telecommunications agreement when using the Website.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER EMOE NOR ANY PERSON ASSOCIATED WITH EMOE MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER EMOE NOR ANYONE ASSOCIATED WITH EMOE REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

EXCEPT AS EXPLICITLY STATED IN YOUR APPLICABLE PRODUCT WARRANTY CONTAINED IN YOUR SALES DOCUMENTS, EMOE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER

EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL EMOE, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS (COLLECTIVELY, THE "PARKER HANNIFIN ENGINE MOBILE OE DIVISION-RELATED ENTITIES") BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE OR ANY LINKED WEBSITE IS TO STOP USING THE WEBSITE OR LINKED WEBSITE. TO THE EXTENT ANY LIMITATION OR EXCLUSION IS FOUND TO BE INVALID OR UNENFORCEABLE AT LAW, PARKER HANNIFIN ENGINE MOBILE OE DIVISION'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT YOU PAID TO PARKER HANNIFIN RACOR DIVISION FOR THE PRODUCTS OR SERVICES PROVIDED BY PARKER HANNIFIN ENGINE MOBILE OE DIVISION. THE INVALIDITY OR UNENFORCEABILITY OF THE LIMITATION OF REMEDY CLAUSE SHALL NOT IMPACT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER DISCLAIMER, EXCLUSION OR LIMITATION CONTAINED IN THE TERMS OF USE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Security

While we take reasonable measures to protect the confidentiality of your information, no one can give absolute assurance that all information will remain secure. Under certain circumstances, it is possible that third parties may be able to intrude on the server and view your information. By submitting information to Parker Hannifin Engine Mobile OE Division, you agree that you are aware of these risks. If you do not wish to submit your information electronically, please do not do so, however in such case you may not be able to make use of the full functionality of the Website. You agree not to hold Parker Hannifin Engine Mobile OE Division responsible or liable for any consequences that may arise as the result of any illegal acts by third parties and/or actions not authorized by Parker Hannifin Engine Mobile OE Division, including but not limited to hacking or similar crimes.

Indemnification

You agree to defend, indemnify and hold harmless EMOE, its affiliates, licensors and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including but not limited to your user contributions, any use of the Website, including its content, information, services and products other than as expressly authorized in these Terms of Use.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. In any action, proceeding or suit involving the Terms of Use between you and EMOE, EMOE shall be entitled to its reasonable legal expenses, including its attorney fees, if it prevails.

Limitation on Time to File Claims and Nature of Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

You agree that you will pursue any claim arising under or related to these Terms of Use and the Website only in your individual capacity, and not as part of any class action or collective action.

Waiver and Severability

No waiver by EMOE of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition; any failure of EMOE to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, Privacy Policy, and Terms of Sale applicable to your purchase constitute the sole and entire agreement between you and Parker Hannifin Engine Mobile OE Division with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

This website is operated by Parker Hannifin Engine Mobile OE Division

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Feedback, comments, requests for technical support and other communications relating to the Website should be directed to racortech@Parker.com.