

TERMS OF USE

THORNHILL Terms of Use Agreement

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

This Terms of Use Agreement (the "**Agreement**") describes the terms and conditions applicable to your use of the Thornhill web site, which is identified by the uniform resource locator www.thornhillgasket.com.au (the "**Site**"). This Agreement is entered into between you as the user of the Site (the "**User**") and Thornhill Gasket Australasia Pty Ltd ("**Thornhill**").

1. Application and Acceptance of Terms and Conditions.

1.1 For purposes of this Agreement, a "**User**" is any person who accesses the Site for whatever purpose, regardless of whether said User has registered with Thornhill as a registered User or whether said User is a paying customer for a specific service provided by Thornhill. A User includes the person using this Site and any legal entity which may be represented by such person under actual or apparent authority.

1.2 By accessing or using the Site, you hereby agree to accept the terms and conditions set forth in this Agreement as a User. You shall be bound by the terms and conditions of this Agreement with respect to your access or use of this Site and any further upgrade, modification, addition or change to this Site. If you do not accept all of the terms and conditions of this Agreement, please do not use this Site.

1.3 This Agreement applies to each Service (as defined below) in addition to any terms and conditions that may be applicable to such specific Service provided, however, that (a) in the event of any conflict or inconsistency between any provision of the terms and conditions that may be applicable to such Service and any provision of this Agreement, such conflict or inconsistency shall (except as otherwise expressly provided or agreed) be resolved in a manner favorable to Thornhill and/or its affiliates; and (b) only to the extent that such conflict or inconsistency cannot be so resolved, the provisions of the terms and conditions applicable to such specific Service shall prevail.

1.4 Thornhill may amend this Agreement at any time by posting the amended and restated Agreement on the Site. The amended and restated Agreement shall be effective immediately upon posting. This Agreement was last amended on October 20, 2008. Posting by Thornhill of the amended and restated Agreement and your continued use of the Site shall be deemed to be acceptance of the amended terms. This Agreement may not otherwise be modified, except in writing by an authorized officer of Thornhill.

2. Services.

2.1 Access to the Site and certain of its features are provided to all Users free of charge. However, Thornhill reserves the right, without prior notice, to restrict access to certain areas or features of the Site.

2.2 Thornhill reserves the right to deny Services to any User for whatever reason in order to protect the interests of Thornhill.

2.3 Thornhill shall issue a Member ID and Password to each Member to access the Service through such Member's Account. Each Member shall be solely responsible for maintaining the confidentiality of its Member ID and Password and for all activities that occur under the Member ID and Password. A set of Member ID and Password is unique to a single Account and no Member shall share, assign or permit the use of its Account, Member ID or Password to another person outside of the Member's business entity. Each Member acknowledges that

sharing of its Account with other persons, or allowing multiple users outside of its business entity to use its Account (collectively, "multiple use"), will cause irreparable harm to Thornhill and each Member shall indemnify Thornhill against any loss or damages (including but not limited to loss of profits) suffered by Thornhill as a result of such multiple use of an Account. Each Member hereby undertakes to notify Thornhill immediately of any unauthorized use of its Account, Member ID or Password or any other breach of security. Each Member hereby agrees that Thornhill shall not be liable for any loss or damages arising from the Member's failure to comply with this paragraph.

3. Users Generally.

3.1 Users may use this Site solely for their own personal or internal purposes. Each User agrees that it shall not copy, reproduce or download any information, text, images, video clips, directories, files, databases or listings available on or through the Site (the "Thornhill Content") for the purpose of re-selling or re-distributing the Thornhill Content, mass mailing (via emails, wireless text messages, physical mail or otherwise), operating a business that competes with Thornhill, or otherwise commercially exploiting the Thornhill Content. Systematic retrieval of Thornhill Content from this Site to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from Thornhill is prohibited. In addition, use of the content or materials for any purpose not expressly permitted in this Agreement is prohibited.

3.2 Messages or information sent by a User through communication systems provided by the Site, or through emails, fax or letters to addressees obtained from the Site, shall not contain any of the materials described in the provisions of Section 5.5 below.

3.3 Thornhill reserves the right to limit, deny or create different access to the Site and its features with respect to different Users, or to change any of the features or introduce new features without prior notice. Each User acknowledges that inability to use the Site wholly or partially for whatever reason may have adverse effects on its business. Each User hereby agrees that in no event shall Thornhill be liable to the User or any third parties for any inability to use the Site (whether due to disruption, limited access, changes to or termination of any features on the Site or otherwise), any delays, inaccuracies, errors or omissions with respect to any communications or transmission, or any damage (direct, indirect, consequential or otherwise) arising from the use of or inability to use the Site or any of its features.

3.4 No User shall undertake any scheme to undermine the integrity of the computer systems or networks used by Thornhill and/or any other User and no User shall attempt to gain unauthorized access to such computer systems or networks.

3.5 We urge that you read Thornhill's Privacy Policy which governs the protection and use of each User's information in Thornhill's possession. Each User hereby accepts the Privacy Policy and any updates and amendments thereto. Each User acknowledges that Thornhill may change the Privacy Policy from time to time provided that Thornhill shall make available the updated version of the Privacy Policy on the Site at all times. Your continuation of use of the Site shall be deemed to be your acceptance of the Privacy Policy which is then displayed on the Site at the time of such use.

3.6 As a condition of your access to and use of Thornhill, you agree that you will not use the Thornhill service to infringe the intellectual property rights or other legitimate rights of others in any way. Thornhill will in appropriate circumstances terminate the accounts of Users who are repeat infringers of the copyrights, or other intellectual property rights, or other legitimate rights of others. In addition, Thornhill reserves the right to terminate the account of a user upon any single infringement of the rights of others in conjunction with

use of the Thornhill service, or if Thornhill believes that User's conduct is harmful to the interests of Thornhill, its affiliates, or other users, or for any other reason in Thornhill's sole discretion, with or without cause.

4. Registered Users

4.1 Each User who has filled out an on-line registration form on the Site by giving its information (such as name, address, telephone and fax number, email address, details of its business, etc.) is a registered user of Thornhill (a "Registered User"). Thornhill will establish an account ("Account") for each Registered User and each Registered User will be assigned a user alias ("User ID") and password ("Password") for log-in access to its own Account.

4.2 If the Registered User is a business entity, you represent that (a) you have the authority to bind the entity to this Agreement; (b) the address you use when registering is the principal place of business of such business entity; and (c) all other information submitted to Thornhill during the registration process is true, accurate, current and complete. For purposes of this provision, a branch or representative office will not be considered a separate entity and its principal place of business will be deemed to be that of its head office.

4.3 By becoming a Registered User, you consent to the inclusion of your personal data in our Database.

4.4 Thornhill may suspend or terminate a Registered User's Account at any time by giving no less than 24-hour notice to the Registered User; provided, however, that notice is not required for such termination if (a) in Thornhill's determination, there is any breach of the provisions of this Agreement by the Registered User; or (b) Thornhill has reasonable grounds to suspect that such information provided by a Registered User is untrue, inaccurate or is not current or complete, or (c) Thornhill believes that the Registered User's actions may cause financial loss or legal liability to such Registered User, Thornhill's other Users, or Thornhill or its affiliates.

4.5 A Registered User may not sell, attempt to sell, offer to sell, give, assign or otherwise transfer an Account, User ID or Password to a third party without the prior written consent of Thornhill. Thornhill may suspend or terminate the Account of a Registered User or the transferee of a Registered User in the event of a sale, offer to sell, gift, assignment or transfer in violation of this Section.

4.6 Notwithstanding Section 4.1 above, Thornhill may refuse registration and deny the issuance of an Account and associated User ID and Password to any User for whatever reason.

5. Limitation of Liability

5.1 Any material downloaded or otherwise obtained through the Site is done at each User's sole discretion and risk and each User is solely responsible for any damage to its computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by any User from Thornhill or through or from the Site shall create any warranty not expressly stated herein.

5.2 Under no circumstances shall Thornhill be held liable for any delay or failure or disruption of the content or services delivered through the Site resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

5.3 Each User hereby agrees to indemnify and save Thornhill, its affiliates, directors,

officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from such User's use of the Site (including but not limited to the display of such User's information on the Site) or from its breach of any of the terms and conditions of this Agreement. Each User hereby further agrees to indemnify and save Thornhill, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from User's breach of any representations and warranties made by User to Thornhill. Thornhill reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Thornhill in asserting any available defenses.

6. Intellectual Property Rights

6.1 Thornhill is the sole owner or lawful licensee of all the rights to the Site and the Thornhill Content. The Site and Thornhill Content embody trade secrets and intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Site and Thornhill Content shall remain with Thornhill, its affiliates or licensors of the Thornhill Content, as the case may be. All rights not otherwise claimed under this Agreement or by Thornhill are hereby reserved.

7. Notices

7.1 All notices or demands to or upon Thornhill shall be effective if in writing and shall be duly made when sent to Thornhill in the following manner: to Thornhill Gasket Australasia Pty Ltd, 40 McIntosh St Airport West, VIC, 3042, Attn: Legal Department.

7.2 All notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to Thornhill, or by posting such notice or demand on an area of the Site that is publicly accessible. Notice to a User shall be deemed to be received by such User if and when

- a. Thornhill is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or
- b. immediately upon Thornhill's posting such notice on an area of the Site that is publicly accessible.

8. General

8.1 Subject to any additional agreements relating to Premium Services, this Agreement and the Privacy Policy constitute the entire agreement between the User and Thornhill with respect to and governs the use of the Site, superseding any prior written or oral agreements in relation to the same subject matter herein.

8.2 Thornhill and the User are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

8.3 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

8.4 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

8.5 Thornhill's failure to enforce any right or failure to act with respect to any breach by a User under this Agreement will not waive that right nor waive Thornhill's right to act with respect with subsequent or similar breaches.

8.6 Thornhill shall have the right to assign this Agreement (including all of its rights, titles, benefits, interests, and obligations and duties in this Agreement and in any agreement

relating to Services to any person or entity (including any affiliates of Thornhill). The User may not assign, in whole or part, this Agreement to any person or entity.

Disclosure of Information

We reserve the right to disclose your Collected Information to relevant authorities where we have reason to believe that such disclosure is necessary to identify, contact or bring legal action against someone who may be infringing or threatening to infringe, or who may otherwise be causing injury to or interference with, the title, rights, interests or property of Thornhill, our Users, customers, partners, other web site users or anyone else who could be harmed by such activities.

We also reserve the right to disclose Collected Information in response to a subpoena or other judicial order or when we reasonably believe that such disclosure is required by law, regulation or administrative order of any court, governmental or regulatory authority.

If we have reason to believe that a User is in breach of the Terms of User Agreement or any other agreement with us, then we reserve the right to make public or otherwise disclose such User's Collected Information in order to pursue our claim or prevent further injury to Thornhill or others.