

TERMS OF USE

I. ACCEPTANCE OF TERMS

This Terms of Use Agreement ("Agreement") is made by and between Quality Process Components, Inc. and its affiliates (Aftermarket Xplorer LLC) hereinafter referred to as "The Company" and any visitor to this website ("you"). This Agreement contains the terms and conditions that govern your use of this website.

By accessing, visiting, browsing, using or attempting to interact with any part of this website, you agree to be bound by this Agreement. If you do not agree to be bound by this Agreement, do not access or use any part of this website.

"The Company" reserves the right to make changes to this Agreement at any time, with or without notice to you. The most current version of this Agreement, which supersedes all previous versions, can be reviewed by clicking on the "terms of use" hyperlink located in our website.

II. ACCESS

To access restricted areas of this site and other website resources, you may be asked to provide personal details or other information such as a login or password. By using this website you agree that all the information you provide will be correct, current, and complete.

III. CONDUCT

You may use this website only for purposes expressly permitted by this site. By accessing, visiting, browsing, using or attempting to interact with any part of this website, you agree not to use the website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You also agree not to use "The Company" website in any manner which could disable, overburden, damage, or impair the website or interfere with any other party's use and enjoyment of the website. You may not obtain, or attempt to obtain, any materials, content, or information through any means not intentionally made available or provided for through the website. This prohibition includes, but is not limited to any effort by you to reverse engineer, disassemble, resell or otherwise modify any of the material or content available throughout this website.

Framing this website, or displaying any name, logo, trademark, or other means of identification of any party in such a manner as to give the impression that such other party has the right to display, publish, or distribute any portion of this site is strictly prohibited.

"The Company" is located in, and operates this website from, the United States of America and makes no representation that the materials, services or content on this website are appropriate or available outside of the United States. By accessing, visiting, browsing or attempting to interact with any part of this website, you agree to comply with all applicable laws regarding the transmission of materials, services and online content, including the laws of the United States and all applicable local laws regarding the export or re-export of materials, services or online content. Specifically, you represent that you are not in a country where such export is prohibited and that you are not providing access to any person to which access is prohibited.

IV. PROPRIETARY INFORMATION

The material and content accessible from this site owned, operated, licensed, or otherwise controlled by "The Company" (the "Content") is the proprietary information of "The Company" or the party that provided or licensed the Content to "The Company". Neither title to, nor rights in, "The Company" intellectual property is transferred to you by access to this site. Modification or use of the Content except as expressly provided in this Agreement violates the owner's intellectual property rights. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of "The Company".

V. THIRD-PARTY SITES

This site may be linked to various third-party websites that are not maintained by, or related to, "The Company". "The Company" has not reviewed any or all of such sites and is not responsible for the content of those sites. "The Company" is not responsible for any form of transmission received from any third party site. Links are to be accessed at your own risk, and "The Company" makes no representations or warranties about the content, completeness or accuracy of these links or the third-party sites themselves. "The Company" provides such links as a convenience, and the inclusion of any link to a third-party site does not necessarily imply endorsement by "The Company" of that site or any association with its operators.

VI. DISCLAIMER OF WARRANTIES

The information contained throughout "The Company" website is not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notices provided by "The Company".

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. "THE COMPANY" DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. "THE COMPANY" DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. "THE COMPANY" DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND "THE COMPANY" MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU, AND NOT "THE COMPANY", ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. "THE COMPANY" MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

All of the information in this site, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this site, and "The Company" does not undertake any obligation to update such information after it is posted or to remove such information from this site if it is not, or is no longer accurate or complete.

VII. LIMITATION ON LIABILITY

"THE COMPANY", ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF "THE COMPANY" HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

VIII. EXCLUSIONS AND LIMITATIONS

THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION, OR EXCLUSION OF, LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IS NOT ALLOWED IN CERTAIN JURISDICTIONS. THEREFORE, THE LIMITATIONS SET FORTH ABOVE MAY OR MAY NOT APPLY TO EVERY VISITOR TO OUR WEBSITE.

IX. TERMINATION OR RESTRICTION OF ACCESS

"The Company" reserves the right, in its sole discretion, to terminate your access to this website, or any portion thereof, at any time and without notice.

X. INDEMNITY

You will indemnify and hold "The Company", its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors harmless from any breach of this Agreement by you, including any use of Content other than as expressly authorized in this Agreement. You agree that "The Company" will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of "The Company" in connection therewith. You will also indemnify and hold "The Company" harmless from and against any claims brought by third parties arising out of your use of the information accessed from this site.

XI. TRADEMARKS AND COPYRIGHTS

Trademarks, service marks, logos, and copyrighted works appearing in this site are the property of "The Company" or the party that provided the trademarks, service marks, logos, and copyrighted works to "The Company". "The Company" and any party that provided trademarks, service marks, logos, and copyrighted works to "The Company" retain all rights with respect to any of their respective trademarks, service marks, logos, and copyrighted works appearing in this site. Therefore, you may not copy, imitate or use any portion of any trademark, service mark, logo or copyrighted work unless you obtain prior written consent from "The Company" or the party that owns the respective intellectual property right(s). You may not copy other elements of this website, including, but not limited to, any and all graphics, photographs, digital images or icons.

XII. SECURITY

Login and passwords used for this site are for individual use only. You will be responsible for the security of your password. "The Company" will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that "The Company" considers insecure, "The Company" will be entitled to require the password to be changed, and if necessary, terminate your account.

You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited.

"The Company" reserves the right to use and disclose your personal details in accordance with its Privacy Policy. "The Company" also reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing "The Company" to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate this Agreement. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS "THE COMPANY" FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY "THE COMPANY" DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER "THE COMPANY" OR LAW ENFORCEMENT AUTHORITIES.

XIII. CHOICE OF LAW AND JURISDICTION

This Agreement will be governed and interpreted pursuant to the laws of North Carolina, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in North Carolina in connection with any dispute between you and "The Company" arising out of this Agreement or pertaining to the subject matter hereof. You also agree that the exclusive venue for any dispute between the parties arising out of this Agreement will be in the state and federal courts in Charlotte, North Carolina and that you will not assert jurisdiction in any other court or tribunal anywhere in the world.

XIV. GENERAL INFORMATION

This Agreement constitutes the entire agreement relating to this website and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between you and "The Company". "The Company" may revise this Agreement at any time by updating this posting.

If a court decides that any provision of this Agreement is unlawful, void or unenforceable, that provision will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and "The Company" as a result of this Agreement or use of "The Company" website.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon, or relating to, this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Notwithstanding any of the foregoing, any additional terms and conditions on this site will govern the items to which they pertain.

PRIVACY POLICY

This Privacy Policy applies to the website you are currently viewing and informs you what information is collected and used on this website. By visiting or using "The Company" website, you consent to the practices described in this policy.

COLLECTION OF INFORMATION

It is "The Company" policy to respect and protect the privacy of visitors to our website. We will automatically collect information such as your IP address, browser type, domain name, access times and referring website addresses. We use this information to maintain the quality of our website and to maintain general statistics about its visitors. However, visitors are not individually identified when we collect this information.

"The Company" DOES NOT extract personal information about its visitors at any time without permission. "The Company" will collect personal information such as names, home addresses, e-mail addresses, etc. only when a visitor voluntarily gives it to us in the process of requesting a quote or information regarding a product or conducting a transaction. Any information collected will be used internally by "The Company" to fulfill your requests. "The Company" will NOT sell, rent or provide a visitor's personal information to any third party unless "The Company" asks for and receives the visitor's permission.

USE AND SHARING OF INFORMATION

"The Company" may collect and use your personal information in order to operate the website and to provide certain services. The collection of your

e-mail address, name and address enables "The Company" to send you information about the products and services offered by our company. Except as otherwise stated below, the personal information you provide on this site will be shared only with our affiliates and subsidiaries and not with other third parties.

"The Company" reserves the right to disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) comply with any subpoena or order of a court; (b) protect and defend our rights or property; and/or (c) protect the personal safety of users of "The Company", website or the public.

ADVERTISEMENTS AND LINKS

This website may include advertisements or links to websites operated by third parties that are not sponsors of, and are not affiliated with, "The Company". "The Company" is not responsible for the content, practices, or information provided or requested on websites operated by third parties. Advertisements on, and links to or from, our website do not constitute sponsorship, endorsement, or approval by "The Company" of the content, policies, practices or products or services offered on third-party websites. We will notify visitors when they are leaving our website.

Information provided to third-party websites will be subject to the privacy policy posted on each individual website. Therefore, any visitor leaving our website should check the privacy policy and terms of use of any third-party website in order to understand the policies and practices that govern the collection and use of personally identifiable information.

SECURITY

Your security while viewing our website is of utmost concern to us. "The Company" implements technologies to make our website as secure as possible against unauthorized access and to protect the information visitors choose to provide to us. However, we cannot guarantee the security of such information and visitors supply information at his or her own risk.

"The Company" may provide opportunities to access restricted areas of our website. To access these restricted areas, you will be required to select a password. This password can be changed at any time after you first log into the service by using your current password. You must keep your password confidential and you must not share this information with anyone. If you access our website via a shared computer, you should always log out of the website before leaving it to prevent access to your information from subsequent users.

CHILDREN

If you are under 18, you may use this website only through your parent or guardian and you are not authorized to purchase products from this website, unless such purchase is made through an adult.

CONDITIONS OF USE, NOTICES, AND REVISIONS

By visiting this website, you accept that your visit and any dispute over privacy are subject to this Privacy Policy and our Terms of Use, including application of the law of the state of North Carolina. If you have any concerns about privacy issues, please contact us as directed in this Policy.

This Privacy Policy applies only to "The Company" website and not to any third parties that may be accessed through this website. "The Company" reserves the right to occasionally update this Privacy Policy. At such time, "The Company" will also revise the "last updated" date at the end of the Privacy Policy. We recommend that you periodically review this Privacy Policy.

A printed version of this Privacy Policy and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon, or relating to, this Privacy Policy to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

CONTACT INFORMATION

"The Company" welcomes feedback regarding this Privacy Policy. If at any time you believe that this website has not adhered to this Privacy Policy, please contact "The Company" we will use reasonable efforts to determine and correct the problem.