

**GARRETT MOTION, INC.**  
**TERMS OF USE FOR MOBILE APPLICATIONS (Australia)**

PLEASE READ THIS SOFTWARE LICENCE AGREEMENT (“LICENCE”) CAREFULLY BEFORE USING THIS SOFTWARE (THE “MOBILE APPLICATION”). YOUR USE OF THE MOBILE APPLICATION IS SUBJECT TO THIS LICENCE. DOWNLOADING, USING OR CONTINUING USE OF THE MOBILE APPLICATION CONSTITUTES AGREEMENT TO THE TERMS OF THIS LICENCE.

**1. Definitions**

- 1.1 “Garrett” refers to Garrett Motion, Inc.; its parents; its subsidiaries; and their respective affiliates, predecessors, and successors.
- 1.2 “Performance Product” is a Garrett performance product (hardware) with which the Mobile Application is used.
- 1.3 “Services” refer to online performance recording, analytics, and sharing enabled by communication between the Mobile Application and our website.
- 1.4 “You” and “Your” refer to you or any legal entity that acquires, loads, installs, or uses the Mobile Application, or on whose behalf the Mobile Application such actions were taken.

**2. Scope of this Licence**

- 2.1 This Mobile Application is licenced, not sold or demised, to You by Garrett for use only as specified in this Licence and only for use with an approved Performance Product. If this Licence does not explicitly give You rights in a particular aspect of the Mobile Application, those rights are retained by Garrett and/or parties that Licenced those items to Garrett.
- 2.2 Garrett may, at its discretion, issue updates to the Mobile Application. This Licence shall continue in force, even if the Mobile Application is updated. Garrett is under no obligation to update the Mobile Application.
- 2.3 This Licence does not affect or expand the warranty, if any, provided with the Performance Product.
- 2.4 Garrett grants You a limited, personal, non-exclusive, revocable and non-transferable licence to install and use the Mobile Application on an iOS or Android smartphone, or an iOS or Android tablet, that You own or legally control (Your “Mobile Device”). You may not sell, rent, or sublicense to others the Mobile Application or a purported licence to it.

**3. Permitted Licence Uses and Restrictions**

- 3.1 You may not and You agree not to or to enable others to, duplicate, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, port, or create derivative works of the Mobile Application except where the law would prohibit such a restriction or restrictions.
- 3.2 You shall comply with all applicable laws and regulations with respect to export control and sanctions in the countries or jurisdiction where you live or utilize the Mobile Application.
- 3.3 You comply with applicable third-party terms of agreement when using the Mobile Application and Services, for example, those with mobile device manufacturers,

network providers, or other third parties You utilize in operating the Mobile Application or obtaining the Services.

#### **4. Termination**

This Licence will be effective until it is terminated. You have the right to terminate this Licence at any time by deleting the Mobile Application. Garrett may terminate this Licence at any time through discontinuing support or disabling the functionality of the Mobile Application. In any case, upon the termination of the Licence, You shall discontinue use of the Mobile Application and uninstall (or delete) all copies, full or partial, of the Mobile Application and delete any associated data. Sections 3, 4, 5, 6, 7, 8, 9, 10, and 11 are effective even after termination.

#### **5. Consumer Rights**

To the extent You acquire the Services from Garrett as a 'consumer' as that term is defined under the Australian Consumer Law (which is in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*), You may have certain rights or remedies (including, without limitation, consumer guarantee rights) that cannot be excluded, restricted or modified. Nothing contained in this Licence excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, the exclusion, restriction or modification of which would contravene that law or cause any term of this Licence to be void ("Non-Excludable Obligations").

#### **6. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY**

- 6.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MOBILE APPLICATION AND SERVICES ARE PROVIDED "AS-IS" AND "AS AVAILABLE", WITH ANY AND ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND, AND GARRETT AND GARRETT'S LICENSORS (COLLECTIVELY, "GARRETT" FOR SECTIONS 6 AND 7) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS CONCERNING THE MOBILE APPLICATION AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.
- 6.2 YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE MOBILE APPLICATION AND ANY SERVICES PERFORMED BY OR ACCESSED THROUGH THE MOBILE APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO THE SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. THIS DISCLAIMER IN SECTION 6.2 DOES NOT APPLY TO THE EXTENT THAT THE RELEVANT RISK ARISES DUE TO GARRETT'S BREACH OF THIS LICENCE OR GARRETT'S FRAUD OR WILLFUL MISCONDUCT.
- 6.3 YOU AGREE THAT GARRETT IS NOT RESPONSIBLE FOR CHANGES MADE TO MOBILE DEVICE OPERATING SYSTEMS, OTHER SOFTWARE, SOFTWARE MARKETPLACES, OR HANDHELD DEVICE HARDWARE THAT MAKE THE MOBILE APPLICATION UNAVAILABLE, MAKE IT INOPERATIVE, OR OTHERWISE NEGATIVELY IMPACT ITS FUNCTIONALITY. GARRETT MAKES NO REPRESENTATION OR WARRANTY THAT THE MOBILE APPLICATION WILL BE AVAILABLE FOR DOWNLOAD OR INSTALLATION INDEFINITELY.
- 6.4 YOU AGREE THAT THE MOBILE APPLICATION SHALL ONLY BE USED IN CONJUNCTION WITH THE PERFORMANCE PRODUCT AND ACKNOWLEDGE THAT TO BE OPERATED

EFFECTIVELY AND SAFELY, YOU MUST CONFIGURE/REGISTER IT WITH THE CORRECT PERFORMANCE PRODUCT.

- 6.5 YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR THE SAFE OPERATION OF YOUR VEHICLE AND/OR THE PERFORMANCE PRODUCT. YOU AGREE TO REFRAIN FROM USING THE MOBILE APPLICATION IN SITUATIONS WHERE DOING SO COULD, WHETHER DIRECTLY OR THROUGH DISTRACTION OR OTHER MEANS, ENDANGER LIFE OR PROPERTY.
- 6.6 YOU ARE RESPONSIBLE FOR COMPLYING WITH APPLICABLE LAWS AND REGULATIONS REGARDING THE OPERATION OF YOUR MOBILE DEVICE IN YOUR VEHICLE.
- 6.7 YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY CELLULAR OR OTHER METERED DATA CHARGES ASSOCIATED WITH YOUR USE OF THE MOBILE APPLICATION.
- 6.8 GARRETT DOES NOT WARRANT THAT:
- (a) THERE WILL BE NO INTERFERENCE WITH YOUR ENJOYMENT OF THE MOBILE APPLICATION AND SERVICES;
  - (b) THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE MOBILE APPLICATION WILL MEET YOUR REQUIREMENTS;
  - (c) OPERATION OF THE MOBILE APPLICATION OR ANY ASSOCIATED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE;
  - (d) THE SERVICES WILL CONTINUE TO BE MADE AVAILABLE;
  - (e) THE MOBILE APPLICATION OR SERVICES WILL BE COMPATIBLE OR WORK WITH ANY THIRD-PARTY SOFTWARE, APPLICATIONS, OR THIRD PARTY SERVICES;
  - (f) THE MOBILE APPLICATION WILL WORK WITH FUTURE VERSIONS OF MOBILE OPERATING SYSTEMS;
  - (g) ANY DEFECTS IN THE MOBILE APPLICATION OR SERVICES WILL BE DETECTED OR CORRECTED; OR
  - (h) INSTALLATION OF THE MOBILE APPLICATION WILL NOT AFFECT THE USABILITY OF THIRD-PARTY SOFTWARE, APPLICATIONS, OR THIRD-PARTY SERVICES.
- 6.9 YOU FURTHER ACKNOWLEDGE THAT THE MOBILE APPLICATION AND SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS WHERE THE FAILURE OF THE MOBILE APPLICATION, INTERRUPTED DATA COMMUNICATIONS BETWEEN PERFORMANCE PRODUCT AND THE MOBILE APPLICATION, OR INACCURATE INFORMATION PROVIDED BY THE MOBILE APPLICATION OR ASSOCIATED SERVICES MIGHT LEAD TO DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PERFORMANCE PRODUCT OR ANY VEHICLE IN WHICH THE MOBILE APPLICATION IS INSTALLED IN THE EVENT THE MOBILE APPLICATION, ALONE OR IN CONJUNCTION WITH THE PERFORMANCE PRODUCT, DOES NOT FUNCTION AS EXPECTED.
- 6.10 GARRETT PERSONNEL ARE NOT AUTHORIZED TO GIVE OR EXPAND WARRANTIES CONCERNING THE MOBILE APPLICATION OUTSIDE OF THIS LICENCE.

6.11 THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU IF YOU ARE A RESIDENT OF A STATE OR TERRITORY THAT DOES NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS, BASED ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER.

6.12 THIS SECTION 6 DOES NOT APPLY TO ANY NON-EXCLUDABLE OBLIGATIONS.

## **7. LIMITATION OF LIABILITY**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL GARRETT BE LIABLE FOR :

7.1 PERSONAL INJURY OR DAMAGE TO PROPERTY;

7.2 DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO REPUTATION, LOSS OR CORRUPTION OF DATA OR INFORMATION, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION, DOWNTIME COSTS, OR LOSS UNDER OR IN RELATION TO ANY OTHER CONTRACT; OR

7.3 ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING UNDER THIS LICENCE OR OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE MOBILE APPLICATION OR SERVICES OR ANY THIRD-PARTY SOFTWARE OR APPLICATIONS IN CONJUNCTION WITH THE MOBILE APPLICATION OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF GARRETT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

THIS SECTION 7 DOES NOT APPLY TO THE EXTENT THAT THE RELEVANT DAMAGES ARE CAUSED BY GARRETT'S BREACH OF THIS LICENCE OR GARRETT'S FRAUD OR WILLFUL MISCONDUCT OR TO ANY NON-EXCLUDABLE OBLIGATIONS. ANY DAMAGES OR LOSSES TO BE COMPENSATED BY GARRETT SHALL BE LIMITED TO DAMAGES OR LOSSES THAT WOULD ORDINARILY ARISE (EXCLUDING DAMAGES OR LOSSES THAT WOULD ARISE FROM ANY SPECIAL CIRCUMSTANCES) AND THE COMPENSATION WILL NOT EXCEED ONE HUNDRED AND FIFTY (150) AUSTRALIAN DOLLARS.

## **8. Additional Terms When the Mobile Application is Obtained from Apple's Application Store**

IF YOU DOWNLOADED THE MOBILE APPLICATION FROM THE APPLE APPLICATION STORE, THEN YOU ACKNOWLEDGE THAT THE FOLLOWING ADDITIONAL TERMS APPLY:

8.1 THIS IS AN AGREEMENT BETWEEN YOU AND GARRETT ONLY, AND NOT WITH APPLE, AND GARRETT, NOT APPLE, IS SOLELY RESPONSIBLE FOR THE MOBILE APPLICATION AND THE CONTENT THEREOF. THIS LICENCE GRANTS YOU ONLY A LIMITED, PERSONAL, NON-EXCLUSIVE, REVOCABLE AND NON-TRANSFERABLE LICENCE TO USE THE MOBILE APPLICATION ON ANY APPLE-BRANDED PRODUCTS THAT YOU AS END-USER OWN OR CONTROL.

8.2 GARRETT IS SOLELY RESPONSIBLE FOR PROVIDING ANY MAINTENANCE AND SUPPORT SERVICES CONCERNING THE MOBILE APPLICATION, AS SPECIFIED IN THIS LICENCE, OR AS REQUIRED UNDER APPLICABLE LAW.

8.3 WARRANTY: GARRETT IS SOLELY RESPONSIBLE FOR ANY PRODUCT WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, TO THE EXTENT NOT EFFECTIVELY DISCLAIMED. IN THE EVENT OF ANY FAILURE OF THE MOBILE APPLICATION TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY APPLE, AND APPLE WILL REFUND THE PURCHASE PRICE FOR THE MOBILE APPLICATION TO YOU, IF ANY;

AND THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER CONCERNING THE MOBILE APPLICATION, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE GARRETT'S RESPONSIBILITY.

- 8.4 PRODUCT CLAIMS: YOU ACKNOWLEDGE THAT GARRETT, NOT APPLE, IS RESPONSIBLE FOR ADDRESSING ANY CLAIMS BY YOU OR ANY THIRD PARTY RELATING TO THE MOBILE APPLICATION OR YOUR POSSESSION AND/OR USE OF THAT MOBILE APPLICATION, INCLUDING, BUT NOT LIMITED TO: (I) PRODUCT LIABILITY CLAIMS; (II) ANY CLAIM THAT THE MOBILE APPLICATION FAILS TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENT; AND (III) CLAIMS ARISING UNDER CONSUMER PROTECTION, PRIVACY, OR SIMILAR REGULATION.
- 8.5 INTELLECTUAL PROPERTY RIGHTS: IN THE EVENT OF ANY THIRD PARTY CLAIM THAT THE MOBILE APPLICATION OR THE END-USER'S POSSESSION AND USE OF THAT MOBILE APPLICATION INFRINGE THAT THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, GARRETT, NOT APPLE, WILL BE SOLELY RESPONSIBLE FOR THE INVESTIGATION, DEFENSE, SETTLEMENT, AND DISCHARGE OF ANY SUCH INTELLECTUAL PROPERTY INFRINGEMENT CLAIM.
- 8.6 APPLE AND APPLE'S SUBSIDIARIES ARE THIRD-PARTY BENEFICIARIES OF THIS LICENCE, AND THAT, UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE LICENCE, APPLE WILL HAVE THE RIGHT (AND WILL BE DEEMED TO HAVE ACCEPTED THE RIGHT) TO ENFORCE THE LICENCE AGAINST YOU AS AN INTENDED THIRD-PARTY BENEFICIARY.

## **9. Controlling Law and Severability**

To the extent allowable by law, this Licence will be governed by and construed per the laws of the State of Michigan, in the United States, excluding its conflict of law principles. To the extent allowable by law, disputes under this Licence shall be heard in a federal or state court located in Wayne County, Michigan in the United States. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Licence shall continue in full force and effect.

## **10. Complete Agreement**

This Licence constitutes the entire agreement between You and Garrett relating to the use of the Mobile Application and supersedes all prior or contemporaneous agreements regarding such subject matter. No amendment to or modification of this Licence will be binding unless in writing by Garrett. Garrett may update this Licence from time to time. It is Your responsibility to periodically check the date of this Licence for changes. If you object to any changes, You may immediately terminate this Licence by deleting the Mobile Application.

## **11. Contact Information**

For any questions or concerns, please contact Garrett at: [infogarrettmotion@garrettmotion.com](mailto:infogarrettmotion@garrettmotion.com).

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Updated March 15, 2024