

GARRETT MOTION, INC.
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- 5.10 GARRETT PERSONNEL ARE NOT AUTHORIZED TO GIVE OR EXPAND WARRANTIES CONCERNING THE MOBILE APPLICATION OUTSIDE OF THIS LICENSE.
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TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL GARRETT BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION, OR LOSS OF DATA OR INFORMATION, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING 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. 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 NINETY (90) EUROS.

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- 7.2 Garrett shall be liable for damages, irrespective of the legal grounds and based on a fault-based liability, but in any case subject to any statutory limitations of liability, such as Section 521, 523 and 524 German Civil Code (*BGB*), only in the event of Garrett's intent and gross negligence. In the event of Garrett's simple negligence (*leichte Fahrlässigkeit*), Garrett shall only be liable, for:
 - (a) damages resulting from injury to life, body or health,
 - (b) damages arising from the breach of an essential contractual obligation (*wesentliche Vertragsverletzung*) (which means an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely on); in such cases, Garrett's liability is limited to the foreseeable, typically occurring damage.
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- 7.4 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 ninety (90) Euros.

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- 8.6 APPLE AND APPLE'S SUBSIDIARIES ARE THIRD-PARTY BENEFICIARIES OF THIS LICENSE, AND THAT, UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE LICENSE, APPLE WILL HAVE THE RIGHT (AND WILL BE DEEMED TO HAVE ACCEPTED THE RIGHT) TO ENFORCE THE LICENSE AGAINST YOU AS AN INTENDED THIRD-PARTY BENEFICIARY.
- 8.7 THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU IF YOU ARE A RESIDENT OF A STATE OR COUNTRY THAT DOES NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS, BASED ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER.

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- 9.1 This License will be governed by and construed per the laws of the State of Michigan in the United States, excluding its conflict of law principles, provided that You, acting as a consumer, are not deprived of the protection offered by the mandatory rules of Your own country of residence.
- 9.2 Disputes under this license shall be heard in a federal or state court located in Wayne County, Michigan, in the United States, provided that You, acting as a consumer, are

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- 9.3 However, notwithstanding Section 9.1 and 9.2 above, if You have Your place of residence or Your place of business in Germany, this License shall be governed by and construed upon the laws of Germany.
- 9.4 The UN Convention on Contracts for the International Sale of Goods (GISG) shall be excluded.

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11. Contact Information

For any questions or concerns, please contact Garrett at: info@garrettmotion.com.

Mailing Address:

Garrett Motion
Z.A. La Pièce 16,
Rolle, VD, 1180
Switzerland

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