

Terms Of Use of the web site

These Falcon Spill Absorbents (FSA) Web Site Terms of Use ("Terms of Use") explain the contractual agreement between you, the person using this web site ("FSA Web Site") and Falcon Spill Absorbents, ("FSA", "we", "us", "our") regarding your use of the FSA Web Site. If you do not accept these Terms of Use, you are not authorized to use the FSA Web Site. Your continued use is your automatic agreement to the applicable provisions in these Terms of Use.

We recommend that you review these Terms of Use. You may also print a copy for your records.

Background

We provide certain information about our products and services and certain other third party information on the FSA Web Site. We may add, delete or modify some or all of our services and information at any time.

Users Of The Falcon Spill Absorbents (FSA) Web Site

There are two different types of users of our Web Site. "Public Users" have the ability to view information located on the site. A Public User's capability is limited to navigating our site. A Public User cannot access "Registered User" areas of the FSA Web Site. An "International User" includes any user outside of the Spain. International Users cannot register, but can obtain contact information for our global subsidiaries and distribution partners. If you do not accept these Terms of Use, you are not authorized to use the FSA Web Site. Your use of this web site constitutes your automatic agreement to the applicable provisions in these Terms of Use. We reserve the right to report any wrongdoing, if and when we become aware of it, to any applicable government agencies.

Information Posted On Our Site

Information on the FSA Web Site is provided "AS IS" and may contain technical inaccuracies or typographical errors. FSA does not guarantee and is not responsible for the accuracy of any links to information provided on the FSA Web Site, including but not limited to articles and regulations, and we do not guarantee that any such information is current. Information may be changed or updated without notice. FSA may also make improvements and/or changes in the products and services described on the FSA Web Site at any time without notice. Any information contained on the FSA Web Site does not represent a commitment on the part of FSA in the future.

Updates To Terms Of Use

We may amend these Terms of Use at any time by posting the amended Terms of Use on the FSA Web Site. Your continued use of the FSA Web Site after the posting of the amended Terms of Use constitutes automatic acceptance of the amended Terms of Use. You may only amend these Terms of Use with a writing signed by both of us.

System Integrity

You may not use any device, software or routine, malicious code or repeated "hacks" or "attacks" on web server(s), intended to damage or interfere with the proper working of the FSA Web Site or to surreptitiously intercept or expropriate any system, data or

personal information from the FSA Web Site. You may not take any action which imposes an unreasonable or disproportionately large load on our infrastructure, including but not limited to denial of service attacks, "spam" or any other such unsolicited overload technique.

Links

The FSA Web Site may contain links to third-party web sites not under the control or operation of FSA. When we provide links, we do so only as a convenience and do not endorse and are not responsible for the contents of any linked site or any link contained in a linked site.

Unless you have a written agreement in effect with us which states otherwise, you may only provide a hypertext link to the FSA Web Site on another web site, if you comply with all of the following: (a) the link must be a text-only link clearly marked "Falcon Spill Absorbents" or "www.falconspillabsorbents.com"; (b) the link must "point" to the URL "http://www.falconspillabsorbents.com" and not to other pages within the Falcon Spill Absorbents Web Site; (c) the link, when activated by a user, must display the Falcon Spill Absorbents Web Site full-screen and not within a "frame" on the linking web site; and (d) the appearance, position and other aspects of the link must not be such as to damage or dilute the goodwill associated with our name and trademarks or create the false appearance we are associated with or sponsor the linking web site. We reserve the right to revoke our consent to any link at any time at our sole discretion.

Privacy

We recommend that you review our Privacy Policy which is posted on the Falcon Spill Absorbents (FSA), and which is a part of these Terms of Use. We may also amend the Privacy Policy from time to time. If at any time you are not in compliance with the Privacy Policy, we have the right to terminate your rights of use and access to the FSA Web Site. Unfortunately, we cannot insure that all personal information will never be disclosed in ways not described in the Privacy Policy. We may be required by law to disclose information to government authorities, law enforcement or to third parties upon subpoena, and you authorize us to disclose information as we believe, in our sole discretion, is necessary or appropriate.

Our Relationship

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms of Use between you and FSA. These Terms of Use are an agreement between you and us and are not intended to be for the benefit of any third party.

Ownership

The FSA Web Site and all intellectual property rights included in or related to the FSA Web Site (including but not limited to copyrights, trademarks and service marks), are owned or licensed by us, and all right, title and interest in the FSA Web Site and the related intellectual property rights remain our property (or the property of the respective licensors). You may not, and these Terms of Use do not give you permission to, reproduce, reverse engineer, decompile, disassemble, modify or create derivative works with respect to the FSA Web Site. No part of the work reflected on FSA web pages and covered by copyright law may be reproduced or copied in any form or by any means - graphical, mechanical or electronic, including photocopying, taping, or information

storage and retrieval systems - without the written permission of FSA. All rights reserved. You may not remove any copyright, trademark or other intellectual property or proprietary notice or legend contained on the FSA Web Site, including its content.

Laws and Regulations

You must comply with all applicable laws, statutes, ordinances and regulations regarding: (i) use of the FSA Web Site; and (ii) release of information to and retrieval of information from the FSA Web Site and any FSA database. To the extent that any applicable taxes apply to your use of the FSA Web Site, you are responsible for the payment of such taxes.

Termination Of Use

If at any time you are not in compliance with these Terms of Use, or if we are unable to verify or authenticate any information you release to us, we have the right to terminate your rights of use and your access to the FSA Web Site. We also have the right to terminate your use at our discretion, for any reason or no reason.

Governing Law and Jurisdiction

The FSA Web Site (excluding linked sites) is operated by us from our offices in Bangkok. It can be accessed from other countries around the world. As each of these places has laws that may differ from those of Barcelona, SPAIN by accessing the FSA Web Site, you agree that these Terms of Use and your use of the FSA Web Site shall be governed in all respects by the internal substantive laws of SPAIN, without regard to conflict of laws provisions. FSA makes no representation that materials on the FSA Web Site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws.

Furthermore, any controversy or claim brought by you against FSA arising out of or relating to these Terms of Use or the FSA Web Site shall be settled by binding arbitration in accordance with the commercial arbitration rules of the Spain. Any such controversy or claim brought by you shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Barcelona (Spain), and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

Notice

Except as explicitly stated otherwise or required by law, you shall provide any notices to Falcon Spill Absorbents by e-mail to us at webmaster@falconspillabsorbents.com

Upon your request, you may have these Terms of Use sent to you by e-mail. Please feel free to contact FSA to resolve a complaint regarding any aspect of service relating to this site by contacting us at webmaster@falconspillabsorbents.com

No Warranty

WE PROVIDE THE FALCON SPILL ABSORBENTS WEB SITE AND OUR SERVICES "AS IS", WHERE IS, AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. WE SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE ALSO DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO OUR SERVICES, AND OPERATION OF THE "FSA" WEB SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. YOU USE THE "FSA" WEB SITE AT YOUR OWN RISK.

Limitation Of Liability

Our contracts with certain of our suppliers provide for scheduled maintenance and preventative, required and emergency maintenance work. We will have no liability for the availability of the FSA Web Site caused by our supplier's performance or lack of performance of the maintenance work to keep the FSA Web Site operable. We will also not have any liability for any loss of data or transactions resulting from delays, non-deliveries, mis-deliveries or service interruptions caused by us, any third party acts or any other web host provider or the Internet infrastructure and network external to the FSA Web Site.

IN NO EVENT SHALL FSA BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, RELATED TO YOUR USE OR INABILITY TO USE THE WEB SITE REGARDLESS OF WHETHER WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL "FSA" TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE GREATER OF THE FEES PAID TO US BY YOU DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR \$500.

The limitations of liability provided in these Terms of Use inure to the benefit of FSA, our affiliates and to all of our respective officers, directors, employees, attorneys and agents. Some jurisdictions do not permit the disclaimers and limitations contained in these Terms of Use, in which case they are not applicable to you.

Other General Provisions

If any provision of these Terms of Use is held to be invalid or unenforceable, such provision will be struck and the remaining provisions enforced. Headings are for reference purposes only. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These Terms of Use, and all writings and web pages incorporated by reference into these Terms of Use, set forth the entire understanding and agreement between us with respect to the subject matter hereof.

BY USING THE "FSA" WEB SITE AND/OR ACKNOWLEDGING ACCEPTANCE OF THESE TERMS OF USE ON THE USER REGISTRATION SCREEN(S) YOU ACCEPT AND AGREE TO THESE TERMS OF USE.