

Web Site Terms & Conditions of Use

Please read these Terms & Conditions carefully before using this Site.

FMI Chemical, Inc. ("FMI") provides this Web Site for informational purposes only. By using the site or downloading materials from the site, you agree to abide by the terms and conditions set forth in this notice. If you do not agree to abide by these terms and conditions, do not use this site or download any materials here from.

Limited License

Subject to the terms and conditions set forth in this Agreement, FMI grants you a non-exclusive, non-transferable, limited right to access, use and display this site and the materials thereon. You agree not to interrupt or attempt to interrupt the operation of the site in any way.

FMI authorizes you to view and download information from this Web Site ("Site") only for informational purposes or incidental to a purchase or use of FMI products and services, and not for any other purpose without express written consent. This authorization is subject to the following restrictions: 1) no transfer of title in the contents is intended hereby; 2) on all copies of downloaded material, you must retain all copyright and other proprietary notices contained in or on the contents; 3) you may not modify the contents in any way or reproduce or publicly display, perform, or distribute or otherwise use the contents for any public or commercial purpose other than your immediate informational use and viewing in connection with a purchase or use of FMI products and services; and 4) you may not transfer the contents to any other person unless you give them notice of, and they agree to accept, the obligations arising under these terms and conditions of use. You agree to abide by all additional restrictions and intellectual property rights displayed on the Site as it may be updated from time to time. This Site, including all contents, is copyrighted and protected by worldwide and local copyright laws and treaty provisions. You agree to comply with all applicable copyright and other laws in use of this Site and to prevent any unauthorized copying of the contents. FMI does not grant any express or implied rights under any patents, trademarks, copyrights, or trade secret information.

The following, without limitation as to legally protected marks, protections in other jurisdictions, and such additional marks as may be denoted in the web content of this site, are protected intellectual properties of FMI Chemical, Inc. in the United States: FMI Chemical, Inc.

All trademarks and brand names used on this Site are the property of their respective owners.

Disclaimer

THE MATERIALS MAY CONTAIN INACCURACIES AND TYPOGRAPHICAL ERRORS. FMI DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE MATERIALS OR THE RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE SITE. YOU ACKNOWLEDGE THAT ANY RELIANCE ON ANY SUCH OPINION, ADVICE, STATEMENT, MEMORANDUM, OR INFORMATION IS AT YOUR SOLE RISK. FMI RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE SITE. FMI MAY MAKE ANY OTHER CHANGES TO THE SITE, THE MATERIALS AND THE PRODUCTS, PROGRAMS, SERVICES OR PRICES (IF ANY) DESCRIBED IN THE SITE AT ANY TIME WITHOUT NOTICE.

THIS SITE, THE INFORMATION AND THE MATERIALS MADE AVAILABLE ON THE SITE, ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Third Party Sites

As a convenience to you, FMI may provide, links to Web sites operated by other entities. If you use these sites, you will leave this Site. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. FMI makes no warranty, representation concerning, or endorsement of, any linked Web sites or the information appearing thereon or any of the products or services described therein. Links do not imply that FMI or this Site sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked site is authorized to use any trademark, trade name, logo or copyright symbol of FMI or any of its affiliates or subsidiaries.

Information Provided By You

FMI requests confidential or proprietary information not be sent to FMI via the Site. Any information or materials provided to FMI via the Site may not be considered confidential or proprietary unless otherwise stated in writing. By providing information or materials to FMI via the Site you grant FMI an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, display, publicly perform, transmit and distribute any such information and materials, and you further agree FMI may use any ideas, concepts or know-how provided to FMI free of charge. You further warrant no defamatory, threatening, obscene, harassing, or otherwise unlawful, information or information incorporating proprietary material of another shall be sent to FMI via the Site.

Limitations of Damages

IN NO EVENT SHALL FMI OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO ANY ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR PROGRAMS OR OTHER DATA, RELATED TO THE USE OF OR THE INABILITY TO USE THE CONTENT, MATERIALS, AND FUNCTIONS OF THIS SITE OR ANY LINKED WEB SITE, EVEN IF BYC IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Changes

FMI reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms or Conditions. Continued use of the Site after any changes are posted will be considered acceptance of those changes.

FMI may terminate, change, suspend, or discontinue any aspect of this Site, including the availability of any features, at any time. FMI may also impose limits on certain features and

services or restrict access to all or parts of the Site without notice or liability. FMI may terminate the authorization, rights, and license given herein and, upon such termination, you shall immediately destroy all downloaded or copied contents.

International Users and Choice of Law

This Site is controlled, operated, and administered by FMI, and/or its assigned agents, from its offices within the United States of America. FMI makes no representation the contents of this Site are appropriate or available for use at other locations outside of the United States unless expressly noted herein. Access to the contents or products in locations where they are illegal is prohibited. Uses in violation of U.S. export laws and regulations are prohibited. If you access this Site from a location outside of the United States, you are responsible for compliance with all local laws. The laws of the State of Connecticut and the United States of America shall govern these Terms and Conditions of use, without giving effect to its conflict of laws provisions.

This Agreement constitutes the entire agreement between FMI and you with respect to use of the Site. Any cause of action you may have with respect to your use of the Site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of the Agreement or portion thereof, to be unenforceable, that provision shall be enforced only to the maximum extent permissible provided it still effects the overall intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.

Revision 2 - 121516