

TERMS & CONDITIONS

WELCOME TO THE AMEC FOSTER WHEELER E-PROCUREMENT WEBSITE. AMEC FOSTER WHEELER ("WE" OR "US" OR "OUR") OFFER THIS WEBSITE TO YOU SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS ("Terms"). IF YOU VISIT AND USE [HTTPS://EPROCURE.AMECFW.COM](https://eprocure.amecfw.com), YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS. IF YOU HAVE ANY QUESTIONS ABOUT THESE TERMS, PLEASE CONTACT US AT eprocure@amecfw.com IMMEDIATELY.

THIS LEGAL AGREEMENT IS BETWEEN AMEC FOSTER WHEELER GROUP LIMITED A COMPANY ORGANISED AND EXISTING UNDER THE LAWS OF ENGLAND AND WALES WITH REGISTERED NUMBER 04612748 AND HAVING ITS REGISTERED OFFICE AT BOOTHS PARK, CHELFORD ROAD, KNUTSFORD, CHESHIRE WA16 8QZ, UNITED KINGDOM AND THE SUPPLIER COMPANY ("SUPPLIER") AND GOVERNS THE SUPPLIER'S USE OF OUR E-PROCUREMENT SYSTEMS.

BACKGROUND

OUR E-PROCUREMENT WEBSITE ("THE SITE") IS A SITE OPERATED BY US ON WHICH SUPPLIER COMPANIES MAY REGISTER DETAILS ABOUT THEIR CAPABILITIES VIA A SERIES OF QUESTIONS. THIS PROCESS ALLOWS US TO IDENTIFY POTENTIAL SUITABLE SUPPLIERS FOR FORTHCOMING PROJECTS. PLEASE NOTE THAT ONLY THOSE SUPPLIERS THAT ACCEPT THESE TERMS ARE ABLE TO USE THIS SITE.

ACCESS

ACCESS TO THE SITE IS VOLUNTARY. SUPPLIER USE OF THE SITE IS AT THE SUPPLIER'S OWN RISK. ACCESS IS PERMITTED ON A TEMPORARY BASIS, AND WE RESERVE THE RIGHT TO WITHDRAW OR AMEND THE SITE, INCLUDING THE ACCESS IT PROVIDES, WITHOUT NOTICE. WE SHALL NOT BE LIABLE IF FOR ANY REASON THE SITE IS UNAVAILABLE AT ANY TIME OR FOR ANY PERIOD.

THE SUPPLIER'S ACCESS IS RESTRICTED TO THOSE PARTS OF THE SITE THAT ALLOW THE SUPPLIER TO REGISTER AND PROVIDE THE INFORMATION REQUESTED AND CONDUCT ACTIVITIES SPECIFICALLY RELATED TO SUCH REGISTRATION WITH US. ACCESS BY THE SUPPLIER TO ANY OTHER PART OF THE SITE IS PROHIBITED. NEITHER THIS SITE NOR ANY PORTION THEREOF MAY BE REPRODUCED, DUPLICATED, COPIED, SOLD OR OTHERWISE EXPLOITED FOR ANY COMMERCIAL PURPOSE WITHOUT OUR EXPRESS WRITTEN CONSENT.

IF THE SUPPLIER CHOOSES OR IS PROVIDED WITH A USERNAME, PASSWORD OR ANY OTHER PIECE OF INFORMATION AS PART OF OUR SECURITY PROCEDURES TO ACCESS THE SITE, THE SUPPLIER SHALL TREAT SUCH INFORMATION AS CONFIDENTIAL AND NOT DISCLOSE IT TO ANY THIRD PARTY. WE HAVE THE RIGHT TO DISABLE ANY USERNAME OR PASSWORD, WHETHER CHOSEN BY THE SUPPLIER OR ALLOCATED BY US, AT ANY TIME, IF IN OUR OPINION THE SUPPLIER HAS FAILED TO COMPLY WITH ANY OF THE PROVISIONS OF THESE TERMS.

THE SUPPLIER IS RESPONSIBLE FOR ENSURING THAT ALL PERSONS WHO ACCESS THE SITE THROUGH THE SUPPLIER'S INTERNET CONNECTION ARE AWARE OF THESE TERMS AND THAT THEY COMPLY WITH THEM.

INTELLECTUAL PROPERTY RIGHTS

WITH THE EXCEPTION OF MATERIAL UPLOADED TO THE SITE BY SUPPLIERS (SEE BELOW), WE ARE THE OWNER AND/OR THE LICENSEE OF ALL INTELLECTUAL PROPERTY RIGHTS IN THE SITE WHICH ARE PROTECTED BY COPYRIGHT LAWS AND TREATIES AROUND THE WORLD. ALL SUCH RIGHTS ARE RESERVED.

THE SUPPLIER MAY PRINT OFF ONE COPY, AND MAY DOWNLOAD EXTRACTS, OF ANY PAGE(S) FROM THOSE PARTS OF THE SITE TO WHICH THE SUPPLIER HAS BEEN GRANTED ACCESS FOR THE SUPPLIER'S PERSONAL REFERENCE AND THE SUPPLIER MAY DRAW THE ATTENTION OF OTHERS WITHIN ITS ORGANISATION TO MATERIAL POSTED ON THE SITE.

IF THE SUPPLIER PRINTS OFF, COPIES OR DOWNLOADS ANY PART OF THE SITE IN BREACH OF THESE TERMS, THE SUPPLIER'S RIGHT TO USE THE SITE WILL CEASE IMMEDIATELY AND THE SUPPLIER SHALL, AT OUR OPTION, IMMEDIATELY RETURN OR DESTROY ANY COPIES OF THE MATERIALS THE SUPPLIER HAS MADE.

TRADEMARKS

TRADEMARKS, SERVICES MARKS, TRADE NAMES, TRADE DRESS AND PRODUCTS REPRESENTED ON THE SITE ARE PROTECTED INTERNATIONALLY. NO USE OF THESE MAY BE MADE WITHOUT OUR PRIOR, WRITTEN AUTHORISATION EXCEPT TO IDENTIFY OUR PRODUCTS OR SERVICES.

NO RELIANCE BY THE SUPPLIER

THE SITE ALLOWS US TO COLLATE INFORMATION ABOUT PARTICIPATING SUPPLIERS SUCH THAT SUITABLE SUPPLIERS MAY BE IDENTIFIED FOR FUTURE PROJECTS. HOWEVER, THE PROCESS OF REGISTRATION AND USE OF THE SITE BY THE SUPPLIER DOES NOT GUARANTEE ITS SELECTION AS A SUPPLIER BY US, EITHER NOW OR IN THE FUTURE. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON THE SITE OR ANY INFORMATION CONTAINED WITHIN IT BY THE SUPPLIER, OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS.

E-COMMERCE CHANGES

WE MAY CHANGE THE CONTENT, FORM, AND/OR FUNCTION OF THE SITE AT ANY TIME. IF THE NEED ARISES, WE MAY SUSPEND ACCESS TO THE SITE OR CLOSE IT INDEFINITELY. ANY OF THE INFORMATION ON THE SITE MAY BE OUT OF DATE AT ANY GIVEN TIME AND WE ARE UNDER NO OBLIGATION TO UPDATE IT.

NO WARRANTIES; LIMITATION OF LIABILITY

THE INFORMATION DISPLAYED ON THE SITE IS PROVIDED WITHOUT ANY GUARANTEES, CONDITIONS OR WARRANTIES AS TO ITS ACCURACY. ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY ARE EXPRESSLY EXCLUDED FROM THESE TERMS.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE, OUR SUBSIDIARIES AND AFFILIATES AND ALL OTHER MEMBERS OF THE AMEC FOSTER WHEELER GROUP OF COMPANIES HEREBY EXPRESSLY EXCLUDE ANY LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF PRODUCT OR PRODUCTION, BUSINESS INTERRUPTION OR LOSS OF BUSINESS OPPORTUNITY AND OTHER LIKE RISKS ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THESE TERMS, IN EACH CASE WHETHER DIRECT OR INDIRECT AND WHETHER OR NOT FORESEEABLE AT ANY TIME. SUCH CONSEQUENTIAL LOSS WAIVER SHALL APPLY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AT LAW IRRESPECTIVE OF CAUSE AND NOTWITHSTANDING THE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE).

EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

NO PROVISION OF THESE TERMS ARE INTENDED TO OR DOES CONFER UPON ANY THIRD PARTY ANY BENEFIT OR RIGHT ENFORCEABLE AT THE OPTION OF THAT THIRD PARTY OR ANY LIABILITY WHATSOEVER ON ANY THIRD PARTY AND THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 IS HEREBY EXCLUDED.

INFORMATION ABOUT THE COMPANY

WE PROCESS INFORMATION ABOUT THE SUPPLIER IN ACCORDANCE WITH OUR [COOKIE AND PRIVACY POLICY](#). BY USING THE SITE, THE SUPPLIER CONSENTS TO SUCH PROCESSING AND WARRANTS THAT ALL DATA PROVIDED BY THE SUPPLIER IS ACCURATE.

SUPPLIER ACKNOWLEDGES AND AGREES THAT THE TERMS "PERSONAL DATA, SPECIAL CATEGORIES OF DATA/SENSITIVE DATA, PROCESS/PROCESSING, CONTROLLER, PROCESSOR AND DATA SUBJECT" HAVE THE SAME MEANING AS IN EUROPEAN DIRECTIVE 95/46/EC OF 24 OCTOBER 1995. SUPPLIER FURTHER ACKNOWLEDGES AND AGREES THAT: (I) SUPPLIER WILL BE PROVIDING US WITH PERSONAL DATA; (II) SUPPLIER IS A DATA CONTROLLER OF THIS PERSONAL DATA; AND (III) WE ARE DATA PROCESSORS OF THIS PERSONAL DATA. AS SUCH, SUPPLIER WARRANTS THAT IT HAS OBTAINED THE CONSENT OF DATA SUBJECTS.

UPLOADING INFORMATION TO E-PROCUREMENT

ANY SENSITIVE INFORMATION THE SUPPLIER UPLOADS TO THE SITE [AND IDENTIFIES AS SUCH] WILL BE TREATED BY US AS CONFIDENTIAL. ANY OTHER INFORMATION PROVIDED BY THE SUPPLIER WILL BE CONSIDERED NON-CONFIDENTIAL AND NON-PROPRIETARY, AND WE HAVE THE RIGHT TO USE, COPY, DISTRIBUTE AND DISCLOSE TO THIRD PARTIES ANY SUCH MATERIAL FOR ANY PURPOSE. WE HAVE THE RIGHT TO DISCLOSE THE SUPPLIER'S IDENTITY TO ANY THIRD PARTY WHO IS CLAIMING THAT ANY INFORMATION UPLOADED BY THE SUPPLIER TO THE SITE CONSTITUTES A VIOLATION OF THEIR INTELLECTUAL PROPERTY RIGHTS, OR OF THEIR RIGHT TO PRIVACY. WE SHALL NOT BE RESPONSIBLE OR LIABLE TO ANY THIRD PARTY FOR THE CONTENT OR ACCURACY OF ANY INFORMATION POSTED BY THE SUPPLIER OR ANY OTHER USER OF THE SITE.

WE HAVE THE RIGHT TO REMOVE ANY INFORMATION OR POSTING THE SUPPLIER MAKES ON THE SITE IF, IN OUR OPINION, SUCH INFORMATION IS INAPPROPRIATE OR IMPROPER.

VIRUSES, HACKING AND OTHER OFFENCES

THE SUPPLIER SHALL NOT MISUSE THE SITE BY KNOWINGLY INTRODUCING VIRUSES, TROJANS, WORMS, LOGIC BOMBS OR OTHER MATERIAL WHICH IS MALICIOUS OR TECHNOLOGICALLY HARMFUL. THE SUPPLIER SHALL NOT ATTEMPT TO GAIN UNAUTHORISED ACCESS TO THE SITE, THE SERVER ON WHICH THE SITE IS STORED OR ANY SERVER, COMPUTER OR DATABASE CONNECTED TO THE SITE. THE SUPPLIER SHALL NOT ATTACK THE SITE VIA A DENIAL-OF-SERVICE ATTACK OR A DISTRIBUTED DENIAL-OF SERVICE ATTACK.

BY BREACHING THIS PROVISION, THE SUPPLIER WOULD COMMIT A CRIMINAL OFFENCE. WE WILL REPORT ANY SUCH BREACH TO THE RELEVANT LAW ENFORCEMENT AUTHORITIES AND WILL CO-OPERATE WITH THOSE AUTHORITIES BY DISCLOSING THE SUPPLIER'S IDENTITY TO THEM. IN THE EVENT OF SUCH A BREACH, THE SUPPLIER'S RIGHT TO USE THE SITE WILL CEASE IMMEDIATELY.

WE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT THE SUPPLIER'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO THE SUPPLIER'S USE OF THE SITE OR TO THE SUPPLIER'S DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

LINKING TO THE SITE

LINKS TO THE SITE ARE PROHIBITED. IF THE SUPPLIER WISHES TO MAKE ANY USE OF MATERIAL ON THE SITE OTHER THAN THAT SET OUT ABOVE, PLEASE ADDRESS YOUR REQUEST TO THE SITE ADMINISTRATOR.

WHERE THE SITE CONTAINS UNAUTHORISED LINKS, WE HAVE NO CONTROL OVER THE CONTENTS OF THOSE SITES OR RESOURCES, AND ACCEPT NO RESPONSIBILITY FOR THEM OR FOR ANY LOSS OR DAMAGE THAT MAY ARISE FROM THE SUPPLIER'S USE OF THEM.

JURISDICTION AND APPLICABLE LAW

THE ENGLISH COURTS SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY MATTERS ARISING FROM, OR RELATED TO THE SITE. THESE TERMS AND ANY DISPUTE OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THEM OR THEIR SUBJECT MATTER OR FORMATION (INCLUDING NON-CONTRACTUAL DISPUTES OR CLAIMS) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF ENGLAND AND WALES.

VARIATIONS

WE RESERVE THE RIGHT TO REVISE THESE TERMS AT ANY TIME. THE SUPPLIER IS EXPECTED TO CHECK THIS PAGE FROM TIME TO TIME TO TAKE NOTICE OF ANY CHANGES MADE, AS THEY ARE BINDING ON THE SUPPLIER.

CONCERNS

IF YOU HAVE ANY CONCERNS ABOUT MATERIAL WHICH APPEARS ON THE SITE, PLEASE CONTACT THE E-PROCUREMENT ADMINISTRATOR AT eprocare@amecfw.com.

TO AGREE TO THESE TERMS, PLEASE CLICK "AGREE". IF YOUR COMPANY DOES NOT AGREE TO THESE TERMS, THEN DO NOT CLICK "AGREE" AND DO NOT USE THE E-PROCUREMENT WEBSITE.