Terms of Use

1. General

The Amrize Cement Inc. and Amrize Canada Inc., and its subsidiaries (collectively “Amrize") DirectA customer portal (the "Website") are made available by Amrize as a service to its customers and others granted access hereunder (the “Agreement”). The Website offers a range of services which may include services in relation to product information, commercial transaction records, product ordering, account information, logistics, technical tools, technical information, communication tools, customer support and general information (the "Services"). Information included on the Website is subject to change or removal by Amrize without notice.

2. Acceptance of Terms and Conditions

By accessing, browsing or using this Site you are accepting , , without modification, the terms, conditions and notices contained herein (the "Agreement"). Amrize may at any time revise the Agreement, without notice, by updating this posting. Amrize urges you to review this Agreement each time you access the Website to ascertain which changes, if any, have been made to the Agreement. Note that acceptance of the Agreement does not grant you automatic access to the Website. Amrize reserves the unfettered right to grant or deny you access to the Website and to revoke, if granted, access, in whole or in part, at any time.

3. Registration

Access to the Website requires that you register certain contact and demographic information with Amrize ("Registration Information") and thereby create an account (your “Account”). Among the questions, you must state whether you are entering into this Agreement in your personal capacity or as a duly authorized representative of a commercial or other entity. In either event, your use of the Website is governed by the Agreement. In consideration of your use of the Website, you agree to: (a) provide true, accurate, current and complete Registration Information as prompted by the registration form; and (b) maintain and promptly update the Registration Information to ensure that it is true, accurate, current and complete. You also represent and warrant that you have reached full age or the age of majority in your jurisdiction of residence.

The Registration Information and any generic information gathered by Amrize through your use of the Website may be used by Amrize for its own marketing, promotional and product development purposes and more specifically may be stored in a database and used by Amrize to identify, customize and personalize user access, and assess utilization of the Website. Such information may be shared among Amrize, its affiliates, subsidiaries suppliers, licensors and clients in furtherance of the foregoing purposes. Such information may also be used to contact you. You acknowledge that the collection and use of such information, including personal information, is for reasonable and appropriate purposes, and is with your knowledge and consent.

4. Password

Access to the Website is controlled by user names and passwords. At Amrize's discretion, user names and passwords may be allotted by Amrize to you subject to your acceptance of the terms, conditions and notices contained herein, as specified in Section 2 of this Agreement, and successful registration in accordance with Section 3 of this Agreement.

The access that is granted to you under this Agreement to use the Website is personal to you, and non-transferable, and permits only your personal access to the Website, subject to Section 4 of this Agreement. Any other third party access is strictly prohibited. You agree to keep confidential the password that you use to access the Website. In the case of registration by you in your personal capacity, you agree not to disclose your password to any other individual or entity,

commercial or otherwise. In the case of registration by you as a duly authorized representative of a commercial entity, you agree not to disclose your password to any other entity, commercial or otherwise, and not to disclose your password to any individual, unless such individual is also a duly authorized representative of such commercial entity with a need to know such information and is made to comply with the terms of this Agreement.

You agree that you are fully responsible for maintaining the confidentiality of your password and that you will be responsible for any breach of this obligation, including any damages which flow from, or are connected to, such breach, without limitation.

You agree that you are fully responsible for all activities that occur under your password. You also agree to contact us immediately if you have any reason to believe that your password has been compromised. You further agree to ensure that you exit from your account at the end of each session. Amrize reserves the right to change passwords at any time to protect the security of the Website.

5. General Disclaimer

The information provided by the Website is not intended as a source of financial, investment, architectural, engineering, construction technique or building materials advice. Such information is for informational purposes only and is not intended to be a substitute for professional advice, assessment and evaluation. You agree that you must evaluate, and bear all risks associated with, the use of any information, including any reliance on the availability, accuracy, completeness, usefulness or appropriateness of such information. This includes the following: (a) information generated in response to requests by you or other users of the Website, including, product orders and order information, account information, invoices, reports, and FAQs; and (b) third party content that is made available on, or otherwise accessible through, the Website by Amrize, including weather, news, tender results and advertising. You should consult a qualified professional before making any decision or taking any action that might affect your personal, business or financial well-being.

6. Content Supplied by Users

The Website provides various services that permit you and other users to submit, post and/or store content on the Website and that may or may not be viewed by you or others, including reason codes, comment boxes, FAQs, and user and company data. You acknowledge that you are responsible for the content that you submit, post and/or store on the Website, and you, and not Amrize, have full responsibility for the content, including its legality, reliability, appropriateness, originality and copyright.

Any information contained in your requests, responses, communications or submissions to the Website or to Amrize, its affiliates, subsidiaries, suppliers and licensors, which are placed by you in areas that are accessible by other users of the Website, or which Amrize makes apparent may be disclosed to other users of the Website, shall be treated as non-confidential and non-proprietary and may be used, reproduced, distributed and disclosed by Amrize, its affiliates, subsidiaries, suppliers or licensors for any purpose without restriction.

Amrize may review or monitor content that is submitted, posted and/or stored on the Website. However, Amrize is under no obligation to do so and will not assume liability or responsibility for any content submitted, posted and/or stored by users to the Website in any area. Amrize shall have the right (but not the obligation) in its sole discretion to refuse, move or remove any content that is on the Website. Amrize will fully cooperate with any legal obligation to disclose the identity of anyone posting unlawful, threatening, libelous, obscene, pornographic, profane or otherwise offensive or illegal materials on the Website.

7. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Amrize, THEIR AFFILIATES, SUBSIDIARIES, SUPPLIERS AND LICENSORS, EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT;
- Amrize, THEIR AFFILIATES, SUBSIDIARIES, SUPPLIERS AND LICENSORS, MAKES NO WARRANTY THAT (i) THE SERVICES WILL BE USEFUL OR MEET YOUR REQUIREMENTS OR EXPECTATIONS, (ii) THE SERVICES WILL BE AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS, OR (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE COMPLETE, ACCURATE OR RELIABLE;
- ANY INFORMATION OR OTHER CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR OTHER CONTENT; AND
- NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Amrize OR THROUGH OR FROM THE WEBSITE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.
- IN CANADA - ANY PRODUCTS ORDERED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL BE GOVERNED SOLELY BY THE GENERAL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AND IN USA - PRODUCTS ORDERED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL BE GOVERNED SOLELY BY THE TERMS AND CONDITIONS OF SALE SET FORTH IN PART II HEREOF.

8. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL Amrize, THEIR AFFILIATES, SUBSIDIARIES, SUPPLIERS OR LICENSORS, BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE OF INFORMATION, BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES (EVEN IF Amrize HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES)), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH: (i) THE USE OR THE INABILITY TO USE THE WEBSITE OR ANY SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION ON THE WEBSITE.

IN NO EVENT SHALL THE MAXIMUM LIABILITY OF Amrize, THEIR AFFILIATES, SUBSIDIARIES, SUPPLIERS AND LICENSORS, FOR ANY REASON WHATSOEVER, IN THE AGGREGATE, EXCEED THE AMOUNT YOU PAID TO ACCESS AND USE THE SERVICES PROVIDED BY THIS WEBSITE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT

WHICH GAVE RISE TO THE CLAIM.

9. Indemnity

You agree to indemnify and hold Amrize, their affiliates, subsidiaries, suppliers and licensors and their respective directors, officers, employees, representatives, agents and consultants, harmless from any demand, claim, action, suit or proceeding, including reasonable attorneys' fees, brought by any third party due to, or arising out of, content that you submit or post to the Website, your use of the Services, your violation of the Agreement, or your violation of any rights of another, or any such action by anyone using your Account.

10. Third Party Links

The Website may contain links to third party websites. The inclusion of any linked website does not imply approval, endorsement or recommendation of the material on such websites or any association with their operators by Amrize. Your use of any hypertext link is entirely at your own risk. Amrize does not make, and expressly disclaims, any warranty or condition, express or implied, statutory or otherwise, as to third party websites that you link to through the Website, including but not limited to, any warranties or conditions of merchantability, fitness for a particular purpose or non-infringement, or any warranty that the services will be available, uninterrupted or error free.

11. Termination

You agree that Amrize, in its sole discretion, may suspend or terminate any and all current or future use of the Website (or any portion thereof) by you for any reason, including, without limitation, if Amrize believes that you have violated or acted inconsistently with the letter or spirit of the Agreement. Amrize reserves the right to vary, suspend or terminate the Services provided on the Website at any time at Amrize's sole discretion and either with or without prior notice to you. You agree that Amrize shall not be liable to you or to any third party for any suspension or termination of the Services. Variation, suspension or termination of the Services may include variation, suspension or termination of concrete quality and document handling services.

12. Intellectual Property Rights

All images, graphical user interfaces, charts, graphs, text, streaming videos and other content in this Website, the selection and arrangement thereof, and all software are, to the extent permitted by law, copyrighted and otherwise proprietary and are owned by Amrize or their licensors. You acknowledge and agree that the Website, the Services and any necessary software used in connection with the Website and/or Services contain proprietary and confidential information that is protected by applicable intellectual property laws and that your use of the Website and the Services and results therefrom is personal to you for the purposes reasonably contemplated by this Agreement and such use is non-assignable. Any other copying, reproduction, modification, publishing, transmission, distribution or other use of this content, without the prior written consent of Amrize, is strictly prohibited.

Amrize's logos, product names, service names, and icons list of other Amrize trademarks - tool names (the "Amrize Marks") are trademarks of Amrize and its subsidiaries. You agree not to display or use in any manner the Amrize Marks without Amrize's prior consent. The names and trademarks of companies or products referenced in the Website may be trademarks of their respective owners. The display of trademarks or tradenames on this Website does not convey or create any license or other rights in these marks or names. Any unauthorized use of the Amrize Marks is strictly prohibited.

13. Contacting the Web Site

Any communications required to be made to Amrize in regards to the Website, including in respect

of any use or disclosure of the information made available by you, may be forwarded to:

Email to: nabs.ar@amrize.com

Phone: +1-855-339-4900

14. Governing Law

The terms, conditions and notices of this Agreement, and any matter applicable to your direct or indirect use of the Website, shall be governed by the laws of the State of Michigan in the USA.

15. Entire Agreement, Severability and Waiver

This Agreement constitutes the entire agreement between you and Amrize and governs your use of the Website. If any provision of the Agreement is found to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect. No waiver of any of the terms or conditions of the Agreement shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

16. User Conduct and Security

In using the Website you agree not to: (a) disrupt or interfere with the security of, or otherwise abuse, the Website, or any services, system resources, or accounts connected to or accessible through the Website; or (b)disrupt or interfere with any other user's enjoyment of the Website; or (c) upload, post, or otherwise transmit through or on the Website any viruses or other harmful, disruptive or destructive files; or transmit through or on the Website spam, chain letters, junk mail, or any other type of unsolicited mass email to those who have not agreed to be part of such mailings; or (d) attempt to obtain unauthorized access to the Website or any portions of the Website that are restricted from your access granted by Seller.

17. International

Your access to the Website from territories where its contents may be illegal is prohibited.

18. Compliance with Export Control Laws

All transactions and other activity on the Website shall at all times be subject to and conditioned upon compliance with all applicable export control laws and regulations and amendments thereof of the United States and your country. You hereby agree that you will not, except as said laws and regulations may expressly permit, make any disposition by way of transshipment, re-export, diversion or otherwise of technical information (including but not limited to technical data and software) made available on or through the Website, or the direct product thereof, other than as permitted by applicable export control laws and regulations. All obligations in this Part I, Section 18 survive any termination of Website access, and discharge of any other contract obligations.

19. Right to use the Services

Subject to and conditional upon you at all times complying with this Agreement, Amrize grants to you a nonexclusive, non-assignable, personal right to use the Service. Your right to use the Services commences from the date your application to use the Services is accepted by Amrize and continues until terminated in accordance with this Agreement. You agree to comply with all of Amrize’s directions notified from time to time pertaining to any use of the Services. You will be solely responsible for and agree to provide and maintain the telecommunications facilities and services, computer hardware, software and all other equipment and services required from time to

time to use the Services.

You may use the Services through a web browser interface with your personal computer. You may nominate any person to operate your Account (“Administrator”). You or your Administrator may also nominate any person to use the Services through your Account (“User”). Both Administrator and User may have a range of access rights in respect of your Account as your agent. You undertake to ensure that your Administrator and User strictly comply with this Agreement and any other terms that may be prescribed by Amrize from time to time. You will be liable for any default of your Administrator and User and will indemnify Amrize against any defaults, losses, damages, costs, expenses, liabilities whatsoever arising from the use of the Services by your Administrator or User.

Contact Us

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