



CRU INTERNATIONAL LTD



CRU INTERNATIONAL LTD QUOTE PREPARED FOR DEPARTMENT FOR BUSINESS AND TRADE

Service start date:	01 July 2024	Term end date:	30 June 2025
Prepared On:	11 June 2024	Payment terms:	Net 30

PARTIES:

- 1. CRU INTERNATIONAL LIMITED, an English company
- 2. Department for Business and Trade, based at and all 100% owned subsidiaries ("Customer").

CRU AGREES TO SUPPLY AND CUSTOMER AGREES TO PURCHASE THE FOLLOWING CRU REPORTS ON THE BASIS DESCRIBED BELOW, ON AND SUBJECT TO THE TERMS AND CONDITIONS OVERLEAF

- 1. Each CRU Product licence listed below shall, unless otherwise terminated in accordance with the Terms and Conditions, commence on the date specified below and shall continue for the specified initial term ("Initial Term")
- 2. The invoice for the Initial Term (or the Limited Term, as applicable) shall be raised on signature of this Booking Form. Invoices for any applicable Renewal Terms will be raised on the commencement date of the Renewal Term. Please see applicable invoice for further payment terms.



Prepared on: 11 June 2024



CRU INTERNATIONAL LTD

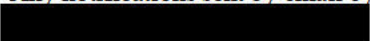


3. Key Terms of CRU Product License(s):

PRODUCT NAME	LICENSE TYPE	AUTHORISED USERS
QUOTE TOTAL:		GBP 83176

**Excludes applicable taxes*

4. Any notifications sent by email by the Customer in accordance with clause 11.4.2 of the Terms and Conditions should be sent to CRU at the following



Term Start Date: 01 July 2024
Term End Date: 30 June 2025

Additional Notes



CRU INTERNATIONAL LTD



Main Contact:

[Redacted]
Department for Business and Trade

[Redacted]

[Redacted]

QUOTE PREPARED FOR:

[Redacted]
Department for Business and Trade

[Redacted]

[Redacted]

Invoice Contact:

[Redacted]

[Redacted]

[Redacted]

QUOTE PREPARED BY:

[Redacted]

CRU INTERNATIONAL LTD

[Redacted]

[Redacted]

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[Redacted]

Prepared on: 11 June 2024

CRU INTERNATIONAL LTD

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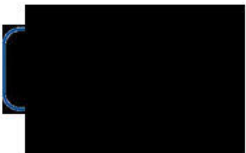


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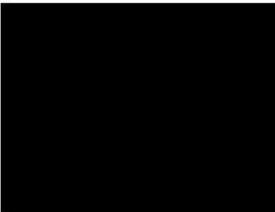
Authorized Signatory for CRU

Date Signed: 22/7/2024



Authorized Signatory for Department for Business and Trade

Date Signed: 22/7/2024





PRODUCT LICENCE

CRU TERMS AND CONDITIONS

Orders for the CRU Product are accepted by CRU and the CRU Product is supplied to the Customer only on the basis of these Terms and Conditions. By placing an order for the CRU Product by completing and submitting the CRU booking form or by following such process as may be specified or agreed by CRU, the Customer accepts and agrees to be bound by these Terms and Conditions.

1. Definitions

In these Terms and Conditions the following words and expressions shall have the following meanings:

“Authorised User” means, in respect of each CRU Product, each named employee of the Customer having licensed access to such CRU Product as agreed in writing between the Customer and CRU, or, if the Customer has purchased an Enterprise Licence, then all employees of the Customer (subject to any restrictions as may be set out in the Invoice or as otherwise designated by CRU in writing);

“Business Day” means any day except Saturday, Sunday or a day on which banks are authorised to close in London for general banking business;

“Commercial Licence” means a licence allowing the Customer to reference CRU pricing data in physical or financial contracts as described in clause 3.10;

“Contract” means the contract between CRU and the Customer incorporating and governed by these Terms and Conditions;

“Contract Year” means, except as otherwise stated, one (1) year from the date of the Invoice for the CRU Product;

“CRU” means CRU International Limited, 1st Floor, MidCity Place, 71 High Holborn London WC1V 6EA, United Kingdom;

“CRU Data” means the prices, indices, production, consumption, import, export, inventories and all other data provided by or available from CRU;

“CRU Information” means the analysis and news provided by or available from CRU;

“CRU Analytical Data Model” means an economic or other model provided by or available from CRU;

“CRU Software” means the software applications, desktop or web-based, licensed by or available under licence from CRU;

“CRU Product” means the product supplied by CRU as specified on the Invoice, consisting of one or more of the CRU Data, CRU Information, CRU Analytical Data Model, and CRU Software;

“Customer” means the customer named on the Invoice or a party which otherwise uses or orders the CRU Product;



“Derivative Work” means any work generated or developed by the Customer which is based on the CRU Product or an underlying work in relation to this work (including translations, abridgements, condensations, or any other form in which a work may be recast, transformed or adapted);

“Enterprise Licence” means a licence granting the Customer unlimited Authorised Users to use the CRU Product (as designated on the Invoice);

“Force Majeure Event” in relation to a Party means an act, event or circumstance beyond the Party’s reasonable control that prevents the Party from performing its obligations under the Contract, including but not limited to, economic or trade sanctions, embargoes, civil disobedience, riots, explosions, rebellions, strikes or work stoppages (except those involving the Party’s employees or agents), acts of God or acts of any governmental authority or any other similar occurrence;

“Insolvency Event” means in relation to the Customer, where the Customer ceases to trade, or a proposal is made for (or the Customer enters into) a voluntary arrangement under Part I of the Insolvency Act 1986 or a scheme of arrangement under section 425 of the Companies Act 1985 or it compounds with its creditors generally or becomes otherwise unable to meet its debts as and when they fall due or suffers any similar action in consequence of debt or becomes insolvent or goes into liquidation or if a resolution is passed for its winding up (other than for the purposes of a solvent amalgamation or reconstruction where any successor company agrees to be bound by or assume the obligations under these Terms and Conditions) or if a receiver, administrative receiver, administrator, manager, provisional liquidator or other similar officer is appointed over all or any of its assets or undertaking or any application is made or notice of intention to appoint served or other step taken including the passing of a resolution in connection with the appointment of an administrator in respect of the Customer or the Customer suffers any similar or analogous event under applicable laws as a result of debt;

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Invoice” means the invoice provided by CRU for payment by the Customer, for the supply by CRU of the CRU Product as set out on that invoice;

“Law” means all applicable statutes, regulations, regulatory requirements, bylaws, ordinances, subordinate legislation and other laws (regardless of their source), including any judicial, or administrative interpretation of them, in force from time to time;

“Limited Term” means a limited period set out in the Invoice during which the Customer and their Authorised Users have access to the CRU Product as specified on the Invoice;

“Party” means each of CRU and the Customer;

“Relevant Countries” means the United Kingdom, the United States of America, the European Union or any of its member states, Switzerland, Australia, China, Singapore, India or any other jurisdiction in which CRU or a CRU Subsidiary has offices or operations;

“Republishing Licence” means a licence allowing the Customer to republish limited extracts from the CRU Product as described in clause 3.9;

“Sanctions Law” means any Law providing for economic or trade sanctions against targeted countries, regions, regimes, entities, individuals and vessels;



“Sanctions Lists” means any list of targeted individuals and entities issued by a Relevant Country pursuant to any Sanctions Law;

“Specified Sites” means the Customer’s premises where Authorised Users are located;

“Subsidiary” shall have the meaning given to that term by section 1159 Companies Act 2006 (as amended or re-enacted from time to time);

“Third Party Data” means data supplied to CRU by third parties and incorporated into a CRU Product;

“Unauthorised Use” has the meaning given to that term in clause 3.18;

“User Subscription” means the user subscriptions purchased by the Customer which entitle Authorised Users to access and use on-line CRU Products in accordance with these Terms and Conditions.

“Virus” means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

2. **Licence and Payment**

- 2.1 In consideration of and subject to prior payment in full of the Invoice, CRU hereby grants to the Customer a non-exclusive, personal, non-assignable and non-transferable licence to use the CRU Product during the term of the Contract.
- 2.2 Payment of the Invoices shall be made in accordance with the payment terms and in the currency as stipulated on the Invoice.
- 2.3 If CRU has not received payment by the due date as specified on the Invoice or in the case of Unauthorised Use by the Customer as specified in clause 3.19, and without prejudice to any other rights and remedies of CRU:
 - 2.3.1 CRU may, without liability to the Customer, disable Customer’s access to all or part of the CRU Product and CRU shall be under no obligation to provide any or all of the CRU Product while the invoice(s) concerned remain unpaid; and
 - 2.3.2 interest shall accrue on a daily basis on such due amounts at the rate specified for late payments from time to time in the Commercial Debts (Interest) Act 1998, commencing on the due date and continuing until fully paid, whether before or after judgment.

3. **Licence Parameters**

Restrictions

- 3.1 The Customer’s use of the CRU Product is restricted to the Customer and the Authorised Users on behalf of the Customer agreed in writing by CRU and the Customer within Specified Sites, where those Specified Sites are 100% owned by the Customer or a Subsidiary of the Customer.



- 3.2 If any Authorised User leaves the Customer's employment, that Authorised User's access to the CRU Product shall immediately cease and the Customer shall immediately notify CRU of the Authorised User's departure. The Customer may specify a replacement Authorised User by prior written notice to CRU.
- 3.3 The Customer shall ensure that the CRU Product is kept secure, shall use the best available practices and systems to enforce the use restrictions of these Terms and Conditions and shall prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the CRU Product.
- 3.4 Except as otherwise expressly authorised and commercial terms agreed by CRU in advance and in writing, neither the Customer nor any Authorised Users on the Customer's behalf or otherwise may:
 - 3.4.1 make printouts or copies of the CRU Product for distribution or otherwise disclose the CRU Product to unauthorised persons either within or outside the Customer's company;
 - 3.4.2 make the CRU Product available to unauthorised persons on a local area network, a wide area network or any intranet or extranet;
 - 3.4.3 abstract, download, store, reproduce, transmit, display, copy or distribute the CRU Product for use other than as permitted herein;
 - 3.4.4 decompile, disassemble or reverse engineer any of the CRU Software, databases or other systems used by CRU to provide the CRU Product;
 - 3.4.5 re-sell the CRU Product to others.
- 3.5 Except as specifically provided in clause 3.8, Customer shall not create any Derivative Work from the CRU Product and Customer shall not publish, reproduce, and/or otherwise distribute, externally or internally, the CRU Product or any component or portion thereof in any manner (including, but not limited to, via or as part of any Internet site) or including for the purposes of creating benchmark pricing (i.e. using the CRU Product to create indices for the purposes of benchmarking) without an additional licence (as set out in clause 3.9 or 3.10) ("Additional Licences"), it being understood that any approved use or distribution of the Customer beyond the express uses authorised under this Agreement is subject to the payment of additional fees to CRU.

Permissions

- 3.6 Authorised Users may access the CRU Product solely for the Customer's own normal internal business purposes, for these purposes only and (subject to clause 3.7) in the following manner only:
 - 3.6.1 to display and view the CRU Data, CRU Information, and CRU Analytical Data Model, on a computer or mobile device;
 - 3.6.2 to print, download and store insubstantial portions of the CRU Data and CRU Information on the Customer's computer system, for the exclusive use of the Authorised User on behalf of the Customer;
 - 3.6.3 if delivered electronically in PDF format or Excel, to create one single copy of the CRU Product, for the exclusive use of the Authorised User.
- 3.7 If the Customer has purchased an Enterprise Licence for a particular CRU Product (as designated on the Invoice), then the words, "for the exclusive use of the Authorised User" contained in clauses 3.6.2 and 3.6.3 above shall be deemed to be deleted so far as they apply to such CRU Product, and each Authorised



User shall be entitled to share such information received in accordance with clause 3.6 with other Authorised Users of the Customer for the Customer's own normal internal business purposes.

- 3.8 In addition to the permissions set out in clause 3.6 the Customer shall have a limited right in the ordinary course of its business to republish the CRU Product internally without an Additional Licence:
- 3.8.1 as static graphical images not showing any specific data points and from which it is not possible to extract or otherwise manipulate the CRU Product; and/or
 - 3.8.2 as minimal excerpts of the CRU Product in tabular data or descriptive text,
 - 3.8.3 in the case of both 3.8.1 and 3.8.2 provided that such redistribution complies with *all* of the following conditions:
 - 3.8.3.1 the CRU Product must be only a limited extract with respect to tabular data or descriptive text;
 - 3.8.3.2 the CRU Product is provided only on a one-off individual basis and is not a continuing service;
 - 3.8.3.3 the CRU Product is not updated in real-time;
 - 3.8.3.4 the CRU Product is not updated in accordance with a regular schedule;
 - 3.8.3.5 the provision of the CRU Product is incidental to Customer's business or the user's job function;
 - 3.8.3.6 the minimal excerpts of the CRU Product must not be reversed engineered to recreate the CRU Product from which they were derived and any such minimal excerpts shall not be used as a substitute for the CRU Product from which they were derived;
 - 3.8.3.7 CRU Product shall not be incorporated in any Customer product or services having commercial value;
 - 3.8.3.8 the Customer shall not charge for the CRU Product and/or any Customer products or services incorporating the CRU Product; and
 - 3.8.3.9 the Customer must ensure that each time the CRU Product is republished:
 - 3.8.3.9.1 any CRU trademarks which are attached to the CRU Product shall not be removed or altered; and
 - 3.8.3.9.2 the CRU Product shall not be displayed without the source of the CRU Product being clearly attributed to CRU or without any CRU trademarks being shown in a reasonably prominent manner near to the CRU Product.

Additional Licences

- 3.9 For the avoidance of doubt, where the Customer wishes to use the CRU Product or part of it beyond the scope of permitted usage set out in clauses 3.6 and 3.8 for republishing in a report, pitchbook, presentation or other similar material then a Republishing Licence will be required the scope and fees for which will be agreed separately between the Customer and its CRU account manager and set out in an addendum to the CRU Product Licence incorporating these Terms and Conditions.





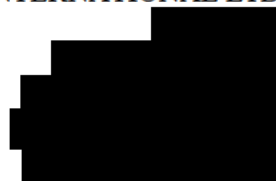
- 3.10 For the avoidance of doubt, the licence granted to the Customer pursuant to these Terms and Conditions does not permit the Customer to use CRU Data in whole or in part through any formula as a reference in any contractual arrangements entered into by the Customer, this includes use within both physically delivered and financially settled contracts including without limitation Exchange traded or Over-the-Counter (OTC) derivatives. If the Customer wishes to use CRU Data in this way then a Commercial Licence will be required the scope and fees for which will be agreed separately between the Customer and its CRU account manager and set out in an addendum to the CRU Product Licence incorporating these Terms and Conditions.

Miscellaneous

- 3.11 The Customer shall ensure that only Authorised Users have access to and use of the CRU Product and that the Authorised Users comply at all times with these Terms and Conditions.
- 3.12 In relation to the Authorised User use of CRU Products delivered on-line, the Customer undertakes that:
- 3.12.1 the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions it has purchased as set out in the Invoice;
 - 3.12.2 unless it has purchased an Enterprise Licence, it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the CRU Product;
 - 3.12.3 each Authorised User shall keep a secure password for his use of on-line CRU Products and that each Authorised User shall keep his password confidential;
 - 3.12.4 it shall maintain a written, up to date list of current Authorised Users and provide such list to CRU within five working days of CRU's written request at any time or times.
- 3.13 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the CRU Products that:
- 3.13.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 3.13.2 facilitates illegal activity;
 - 3.13.3 depicts sexually explicit images;
 - 3.13.4 promotes unlawful violence;
 - 3.13.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
 - 3.13.6 causes damage or injury to any person or property;
- and CRU reserves the right, without liability to the Customer, to disable the Customer's access to the CRU Product in the event of a breach of the provisions of this clause.



- 3.14 CRU does not warrant that the Customer's use of the CRU Product will be uninterrupted or error free and CRU is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the CRU Product may be subject to limitations, delays and other problems inherent in the use of such communications facilities. The Customer is responsible for ensuring that its system meets the computer specifications required by CRU and CRU accepts no liability for the failure in a CRU Product caused by the Customer's failure to adhere to this clause 3.14.
- 3.15 The Customer agrees that use of Third Party Data is at the Customer's own risk. Accordingly, CRU will not in any way be liable to the Customer or any other entity for any inaccuracies, errors, omissions, delays, damages, claims, liabilities or losses, regardless of cause, in or arising from the use of the Third Party Data contained in the CRU product.
- 3.16 To the extent that the CRU Product is being delivered to Customer via e-mail, CRU may incorporate tracking mechanisms to enable CRU to determine whether restrictions on use are being violated. To the extent that the CRU Product is accessed via a delivery website designated by CRU, then such tracking mechanisms shall allow CRU to determine the IP address or other information to verify the authentication of individual users of the delivery website. CRU reserves the right to use such IP address or other e-mail address information to enforce CRU's rights in the event it believes Unauthorised Use of the CRU Product has occurred.
- 3.17 When a CRU Product is delivered to the Customer via a data feed, CRU's responsibility ends when the correct data feed file is delivered to the designated delivery website in the correct place and at the specified time agreed with the Customer. The Customer shall be responsible for extracting and downloading any such data. CRU reserves the right to stop the data feed without warning if it detects any malicious activity or potential data breach.
- 3.18 If the Customer uses the CRU Product licensed to it for any purpose beyond the permitted scope of usage set out in clauses 3.6 and 3.8 or as set out in any Commercial, Republishing or Additional Licence ("**Unauthorised Use**"), it will pay to CRU on demand as liquidated damages a sum equivalent to the difference between the licence fee paid by the Customer over the period of Unauthorised Use ("**Unauthorised Period**") and the licence fee that would have been payable by the Customer (calculated in accordance with CRU's License fees for such usage) to permit it to use the CRU Product for the Unauthorised Use for the Unauthorised Period.
- 3.19 The liquidated damages payment in clause 3.18 represents a genuine pre-estimate of CRU's loss and does not impose a detriment on the Customer which is disproportionate to the legitimate interests of CRU in the enforcement of the terms of the licence granted to the Customer and the protection of CRU's Intellectual Property Rights in the CRU Product and are payable within 30 days of CRU's demand.
4. **Expiry of Limited Term Licences**
- Where the CRU Product is supplied on a Limited Term licence:
- 4.1 the right to access or use the CRU Product on a computer, mobile device or in hard copy ends automatically at the end of the stated Limited Term and, unless the licence is renewed by agreement with CRU, the Customer shall then make no further use of the CRU Product; and
- 4.2 upon expiry or termination of the Limited Term, the Customer shall comply with its obligations under clause 9.2.



5. **Special Conditions relating to CRU Analytical Data Models**

CRU Products comprising analytical data models may contain a database of data on a given subject capable of manipulation by the software. CRU permits Customer to make a copy of such a database for the Customer's own business for use during the Limited Term licence in relation to the CRU Product concerned.

6. **Intellectual Property**

6.1 Except as expressly set forth herein, all Intellectual Property Rights in the CRU Product are and shall remain at all times the property of CRU.

6.2 The Customer shall promptly notify CRU of any unlicensed use of CRU's intellectual property rights (whether by the Customer's employees, agents or any third party) which comes to their attention and any allegation by any person that the use of the CRU Product breaches the rights of any third party.

7. **Support**

Where CRU offers support, documentation, training or assistance in relation to any CRU Product, this is available only to Authorised Users unless CRU specifically agrees in advance and in writing to the contrary with the Customer.

8. **Liability**

8.1 In lieu of and to the exclusion of all liability that CRU would otherwise have and rights that the Customer would otherwise have in relation to the quality, performance or specification of any CRU Product (including, without limitation, under express or implied warranties, representations and conditions, statutory or otherwise, relating thereto), as the Customer's sole remedy and CRU's sole obligation in respect thereto, CRU will (at its option) correct or replace any CRU Product if:

8.1.1 any media on which such CRU Product has been supplied contains, on such supply, a defect in materials and workmanship; or

8.1.2 there is, on supply, a defect in the CRU Product materially prejudicing the Customer's ability to extract CRU Data or CRU Information from the CRU Product or use any model or tool therein contained;

provided that such defect is notified to CRU within ninety (90) days of the date of its supply to the Customer, and CRU is satisfied that the CRU Product has been properly used on the computer and with the operating system for which it was designed.

8.2 Nothing herein shall limit either Party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

8.3 Neither Party shall be liable for failure to perform under this Contract when and to the extent such failure is caused by or results from a Force Majeure Event. In the event of a Force Majeure Event, the Party adversely affected shall give prompt notice of such event to the other Party, and use commercially reasonable efforts to end the failure to perform and minimize the effects of such Force Majeure Event.



8.4 Notwithstanding any other provision of these Terms and Conditions:

8.4.1 CRU's total aggregate liability in any Contract Year under these Terms and Conditions or otherwise in respect of the CRU Product (including, without limitation, defaults in delivery, loss or damage incurred through use thereof, and all liability for negligence) shall be limited to the total amount payable by the Customer for the CRU Product concerned in that Contract Year as stated on the Invoice; and

8.4.2 Neither Party shall be liable in contract, tort (including negligence), breach of statutory duty, or otherwise under any circumstances for any:

8.4.2.1 loss of profits;

8.4.2.2 loss of revenue;

8.4.2.3 indirect, special or consequential loss or damage of any kind howsoever arising;

8.4.2.4 loss of business opportunities; or

8.4.2.5 loss of or damage to goodwill;

suffered or incurred by the other Party under or in connection with the CRU Product or these Terms and Conditions, provided that this clause 8.4.2 shall not apply to the Customer's liability for breach of CRU's Intellectual Property Rights.

9. **Termination**

9.1 CRU may terminate the Contract or the licence granted herein:

9.1.1 if the Customer commits any material breach of these Terms and Conditions and fails to remedy it within fourteen (14) days after receiving notice of the breach;

9.1.2 if the Customer is subject to an Insolvency Event;

9.1.3 if the Customer is subject to any Sanctions Law or appears on any Sanctions Lists;

9.1.4 with respect to any Authorised User if such Authorised User is subject to any Sanctions Law or appears on any Sanctions Lists;

9.1.5 if a Force Majeure Event continues for three months after written notice thereof has been provided to or received from the Customer; or

9.1.6 upon giving the Customer three months' notice in writing.

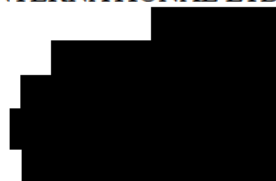
Clauses 3.6, 4, 6.1, 8, 9, 10 and 11 shall survive any expiry or termination of the Contract and remain in full force and effect thereafter.

9.2 Within 10 Business Days of the termination of the Contract, the Customer shall:

9.2.1 destroy or return to CRU all documents and materials (and any copies) containing, reflecting, incorporating, or based on any CRU Product;

9.2.2 erase all CRU Data from its computer systems or which is stored in electronic form (to the extent possible); and





9.2.3 if requested certify in writing to CRU that it has complied with the requirements of this clause.

10. Law/Jurisdiction

10.1 The Contract and any dispute arising under or in connection with it shall be construed in accordance with the laws of England and Wales and save as provided for in clause 10.2 the Parties hereby irrevocably submit to the exclusive (non-exclusive in relation to any of the enforcement of judgments, the protection of confidential information and the protection of Intellectual Property Rights) jurisdiction of the courts of England and Wales.

10.2 Where the Customer is solely based in the United States of America, the Contract and any dispute arising under or in connection with it shall be construed in accordance with the laws of the State of New York and the Parties submit to the jurisdiction of the state courts located in New York County, New York and the federal courts located in the Southern District of New York.

11. General

11.1 Both Parties will comply with all Law applicable to their performance of their obligations under these Terms and Conditions or which apply to the Parties as a result of their entering in these Terms and Conditions.

11.2 The Customer represents that neither it nor any of its Authorised Users is subject to any Sanctions Law in the Relevant Countries or on any Sanctions Lists and undertakes to immediately notify CRU in the event of any change in its status or the status of any of its Authorised Users.

11.3 If any provision(s) of these Terms and Conditions shall be held to be invalid, illegal, unenforceable or in conflict with the Law of any jurisdiction, such provision(s) shall be enforced, if possible, to the maximum extent permitted by Law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11.4 Any notice given to a Party under or in connection with these Terms and Conditions shall be in writing and shall be:

11.4.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

11.4.2 sent by email to the address specified below or in the addendum signed by the Customer.

11.5 Any notice shall be deemed to have been received:

11.5.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

11.5.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

11.5.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 11.5.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

11.6 Clauses 11.3 and 11.4 do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.



CRU INTERNATIONAL LTD



- 11.7 These Terms and Conditions may not be assigned or transferred by the Customer, directly or indirectly (whether by a sale of assets or equity, merger, reorganisation or otherwise), without the prior written consent of CRU, and any purported assignment without such approval shall be null and void.
- 11.8 These Terms and Conditions, together with the Invoice, constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof. The Parties confirm that they are not relying on any representation term or understanding which is not expressly set out or referred to in this Agreement.
- 11.9 These Terms and Conditions may be amended or supplemented only by an agreement in writing signed by both the Parties.
- 11.10 The Contract (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions and no person other than one of the Parties to these Terms and Conditions shall have any right to enforce any term or condition hereof.
- 11.11 These Terms and Conditions will be binding upon the Parties hereto and their successors and permitted assigns.
- 11.12 No failure by either of the Parties to give notice of or seek a remedy for any violation of these Terms and Conditions or to insist on strict performance hereunder shall reduce, impair or affect its right to later seek such remedy or insist on such performance with respect to the same or any other violation or failure, regardless of its knowledge or lack of knowledge thereof. The Invoice shall be deemed to be a part of the agreement represented by these Terms and Conditions.