

Iron Platform Services Ltd.

Company	
Address	

(the "Recipient")

Date	
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Dear Sirs

Recyclers Information Provision Letter Agreement for certain specified Substance(s) under Regulation EC 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH")

The purpose of this Letter Agreement is to set out the terms on which Iron Platform Services Limited ("IPSL") on behalf of the Iron Platform (the "Platform") will provide specified information to the Recipient in order to allow it to benefit from the exemption in Article 2.7(d) of REACH in relation to the substances set out in Appendix 1 ("Substances"). By signature hereof the Recipient hereby agrees to the terms contained in this Letter Agreement which shall become effective on signature by IPSL, subject to receipt of full payment on a timely basis.

1. GRANT AND DELIVERABLES

1.1 In consideration for the payment made by the Recipient as set forth in paragraph 2 below, IPSL hereby agrees to grant to the Recipient the following:

- (a) a copy of the Safety Data Sheet ("SDS") if required under Article 31 of REACH; or
- (b) where the SDS is not required, guidance on safe use as specified in Section 5 of Annex VI of REACH,

hereinafter referred to as "**the Information**".

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1.2 The Information provided under this Letter Agreement is granted solely in favour of the Recipient and is not transferable to any other entity or person without prior written consent of IPSL.

1.3 The Recipient can extract information provided in the SDS or guidance on safe use, or copy SDS or guidance on safe use, to the extent necessary to comply with REACH requirements to communicate information on chemical risks and their management down the supply chain.

2. **PAYMENT**

2.1 The Recipient agrees to pay to IPSL for the benefit of the Platform an amount of €500.

2.2 The Recipient shall not receive any of the Information until full payment has been received by IPSL. All bank and other charges in connection with such payment shall be paid by the Recipient and the Recipient hereby acknowledges that failure to comply with this provision will result in a delay in provision of the Information until such failure is rectified.

3. **COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS**

3.1 The Recipient acknowledges that any and all copyright and other intellectual property rights subsisting in or used in connection with the Information is and shall remain the property of IPSL or its licensor, and the Recipient shall not during or after expiry or termination of this Letter Agreement in any way question or dispute the ownership thereof by IPSL or its licensor.

3.2 The Recipient acknowledges that such copyright and other intellectual property rights belonging to IPSL or in its legitimate possession may only be used by the Recipient in accordance with this Letter Agreement. Recipient shall not be entitled to grant any sub-licence or any other right to use or copy the Information to any third party without prior written consent of IPSL.

4. **LIMITATION OF LIABILITY**

4.1 To the maximum extent permitted by law, IPSL, the Platform and the Platform members hereby exclude all liability arising in contract or otherwise for any direct, indirect or

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consequential loss or damage sustained by the Recipient by exercising its rights under this Letter Agreement.

- 4.2 To the maximum extent permitted by law, IPSL and the Platform hereby exclude all liability for, and the Recipient shall indemnify IPSL and the Platform against and hold harmless from, all liabilities and claims (including reasonable legal fees and expenses in defending against such liabilities and claims) howsoever arising against the Lead Registrant (as defined by REACH) in connection with any import, sale, manufacture or use of the Substances in the EEA, other than liabilities attributable to the gross negligence or wilful misconduct of the Platform.

5. **PLATFORM MEMBERSHIP RIGHTS**

This Letter Agreement does not give any Platform membership rights to the Recipient or give the Recipient any right to refer to the Platform vis-à-vis third parties.

6. **AMENDMENTS**

No amendments to or changes or modifications of this Letter Agreement may be made except in writing signed by a duly authorised representative of each of the parties hereto.

7. **GOVERNING LAW AND DISPUTES**

- 7.1 This Letter Agreement is governed by, and all disputes arising under or in connection with this Letter Agreement shall be resolved in accordance with, the laws of England.

- 7.2 The parties irrevocably agree that the courts of England shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Letter Agreement or its subject matter or formation (including non-contractual disputes or claims).

Iron Platform Services Ltd.



Yours faithfully,

.....
Dr. Simon G. Cook
Director, Iron Platform Services Ltd.

Received and agreed,

.....

Company	
Name of Signatory	
Date of signature	

This space for Iron Platform Services Ltd. use only	
Unique reference number	
Status	



APPENDIX 1

NAMES/EINECS NUMBERS OF THE SUBSTANCES AND LEAD REGISTRANT

Name of the Substance	EINECS Number	Lead Registrant