<table>
<thead>
<tr>
<th>SATRA reference:</th>
<th>FLO0275407 1837 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report ID/Issue number:</td>
<td>5809/1</td>
</tr>
<tr>
<td>Your reference:</td>
<td>AM1809-10</td>
</tr>
<tr>
<td>Date samples received:</td>
<td>07/09/2018</td>
</tr>
<tr>
<td>Date(s) work carried out:</td>
<td>07/09/2018 to 25/09/2018</td>
</tr>
<tr>
<td>Date of report:</td>
<td>12/10/2018</td>
</tr>
</tbody>
</table>

**TECHNICAL REPORT**

Testing of one product described by the customer as “First” to EN 13501-1:2007+A1:2009 (L/CS).

**Conditions of Issue:**

This report may be forwarded to other parties provided that it is not changed in any way. It must not be published, for example by including it in advertisements, without the prior, written permission of SATRA.

Results given in this report refer only to the samples submitted for analysis and tested by SATRA. Comments are for guidance only.

Tests marked ≠ fall outside the UKAS Accreditation Schedule for SATRA. All interpretations of results of such tests and the comments based upon them are outside the scope of UKAS accreditation and are based on current SATRA knowledge.

Tests marked ≠ ≠ fall within the UKAS Accreditation Schedule for SATRA. However, all interpretations of results of such tests and the comments based upon them are outside the scope of UKAS accreditation and are based on current SATRA knowledge.

A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested.

SATRA shall not be liable for any subsequent loss or damage incurred by the client as a result of information supplied in the report.

Please note uncertainty of measurement has not been applied to the results in this report. SATRA uncertainty of measurement values are available on request.

Report signed by: Philip Weal
Department: Furniture and Floor Coverings

1. Introduction

This classification report defines the classification assigned to reference 'First', in accordance with the procedures given in EN 13501-1:2007+A1:2009. Testing has been conducted and completed by SATRA Technology Centre Ltd at the request of Amtico International – the Sponsor. All SATRA Reports are held in the relevant file associated with this report and this classification report is issued under the SATRA agreement.

2. Details of Classified Products

2.1 General

With regards to the property assessed, the product ‘First’ is defined as being suitable for floor covering applications.
Description of Test Specimens

The description of the specimens given below has been prepared from information provided by the sponsor of the test. All values quoted are nominal, unless tolerances are given.

<table>
<thead>
<tr>
<th>General description of flooring system</th>
<th>Luxury Vinyl Tiles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product reference of flooring system</td>
<td>Amtico First</td>
</tr>
<tr>
<td>Colour reference</td>
<td>N/A</td>
</tr>
<tr>
<td>Name of Manufacturer</td>
<td>Amtico International</td>
</tr>
<tr>
<td>Overall weight per unit area</td>
<td>3700 g/m²</td>
</tr>
<tr>
<td>Overall Thickness</td>
<td>2.0 mm</td>
</tr>
</tbody>
</table>

**Product Configuration**

<table>
<thead>
<tr>
<th>Layer</th>
<th>Product Reference</th>
<th>Generic Type</th>
<th>Name of Manufacturer</th>
<th>Application Rate</th>
<th>Application method</th>
<th>Specific gravity</th>
<th>Colour reference</th>
<th>Flame Retardant Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Layer 1 (Top coat)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Layer 2 (Wear Layer)</td>
<td>First Wear Layer</td>
<td>Plasticised PVC</td>
<td>Note 3</td>
<td>Note 3</td>
<td>Note 3</td>
<td>Note 3</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>Layer 3 (Printed film)</td>
<td>First Design Film</td>
<td>PVC Print Film</td>
<td>Note 3</td>
<td>Note 3</td>
<td>98 g/m²</td>
<td>0.075 mm</td>
<td>Not applicable</td>
<td></td>
</tr>
</tbody>
</table>

**Floor covering**

<table>
<thead>
<tr>
<th>Layer</th>
<th>Product Reference</th>
<th>Generic Type</th>
<th>Name of Manufacturer</th>
<th>% Composition</th>
<th>Weight per unit area</th>
<th>Thickness</th>
<th>Trade name of flame retardant</th>
<th>Generic form of flame retardant</th>
<th>Amount of flame retardant</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Backing Material (Calendared Layer)</td>
<td>First Backing</td>
<td>Mineral Filled, Plasticised, PVC</td>
<td>Note 3</td>
<td>1.625 mm</td>
<td>Note 3</td>
<td>Not applicable</td>
<td>Not applicable</td>
<td>Not applicable</td>
<td>Not applicable</td>
<td></td>
</tr>
</tbody>
</table>

SATRA Report Reference: FLO0275407 1837
Report ID/Issue number: 5809/1
### Brief Description of the manufacturing process

- Ply formulations are blended and calendared to create individual plies.
- Plies thermally laminated together and urethane coated
- Product then cut to size.

---

### Laboratory Supplied Substrate;

<table>
<thead>
<tr>
<th>Adhesive</th>
<th>Product Reference</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Generic Type</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Name of Manufacturer</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Density (20°C)</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Colour</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Substrate</th>
<th>Product reference</th>
<th>‘Wickes P5 Chipboard Flooring’</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Generic type</td>
<td>Particleboard (not fire retardant treated)</td>
</tr>
<tr>
<td></td>
<td>Name of supplier</td>
<td>Wickes</td>
</tr>
<tr>
<td></td>
<td>Thickness</td>
<td>22 mm</td>
</tr>
<tr>
<td></td>
<td>Density</td>
<td>690 kg/m³</td>
</tr>
</tbody>
</table>

Note 1: The sponsor of the test has failed to provide the information
Note 2: The sponsor has provided the required information but at the request of the sponsor it has been omitted from the final report.
Note 3: The sponsor was unwilling to provide the required information.
## 3.1 Test Reports/extended application reports

<table>
<thead>
<tr>
<th>Testing Laboratory</th>
<th>Name of Sponsor</th>
<th>Test Reports / extended application reports</th>
<th>Test method / extended application rules &amp; date</th>
</tr>
</thead>
<tbody>
<tr>
<td>SATRA Technology Centre Ltd</td>
<td>Amtico International</td>
<td>FLO0275407 1837 1</td>
<td>EN ISO 9239-1:2010</td>
</tr>
<tr>
<td>SATRA Technology Centre Ltd</td>
<td>Amtico International</td>
<td>FLO0275407 1837 2</td>
<td>EN ISO 11925-2:2010</td>
</tr>
</tbody>
</table>

## 3.2 Test Results

<table>
<thead>
<tr>
<th>Test method &amp; test number</th>
<th>Parameter</th>
<th>No. tests</th>
<th>Continuous parameter – mean</th>
<th>Compliance with Bfl-s1 parameters</th>
</tr>
</thead>
<tbody>
<tr>
<td>EN ISO 9239-1</td>
<td>Critical flux (kW/m²) or HF-30 (kW/m²)</td>
<td>3</td>
<td>≥ 10.90 ≥ 10.90 ≥ 10.90 Mean = ≥ 10.90</td>
<td>Compliant</td>
</tr>
<tr>
<td></td>
<td>Smoke (%.min)</td>
<td></td>
<td>118.12 122.05 135.96 Mean = 125.38</td>
<td>Compliant</td>
</tr>
<tr>
<td>EN ISO 11925-2 (15s exposure - surface)</td>
<td>$F_s$ (mm)</td>
<td>6</td>
<td>49</td>
<td>Compliant</td>
</tr>
<tr>
<td></td>
<td>Flaming Droplets / particles</td>
<td></td>
<td>None</td>
<td>Compliant</td>
</tr>
</tbody>
</table>
4. Classification and field of application

4.1 Reference of application

This classification has been carried out in accordance with clause 12 of EN 13501-1:2007+A1:2009.

4.2 Classification

The product 'First', in relation to its reaction to fire behaviour is classified:

B<sub>fl</sub>

The additional classification in relation to smoke production is:

s1

The format of the reaction to fire classification for flooring is:

<table>
<thead>
<tr>
<th>Fire Behaviour</th>
<th>Smoke Production</th>
</tr>
</thead>
<tbody>
<tr>
<td>B&lt;sub&gt;fl&lt;/sub&gt;</td>
<td>s</td>
</tr>
<tr>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

i.e B<sub>fl</sub> – s1

Reaction to Fire classification: B<sub>fl</sub> – s1
4.3 Field of application

This classification is valid for the following end use applications:

i) Flooring applications, used over and above end use substrates of wood and of classes A1 and A2-s1,d0. Represented by not fire retardant treated particleboard (in accordance with EN 312) with thickness (20 ± 2) mm, with density (680 ± 50) kg/m³ and with classification Cfl-s1 when tested (according to EN ISO 9239-1) as flooring but without a substrate.

ii) Installed with or without adhesive

This classification is also valid for the following product parameters:

- Products: 'First'
- Product thickness: 2.0 mm
- Product weight per unit area: 3.7 kg/m²
- Colour: Any variation allowed
- Composition: No variation from the described product
1. GENERAL
1.1 Work done, Services undertaken or the sale of Goods are subject to the terms and conditions detailed below and (subject to clause 2.2) all other conditions, warranties and representations, expressed or implied by law relating to the supply of Goods and Services shall be excluded.

1.2 SATRA Technology Centre Limited, its subsidiaries and associated companies (hereinafter referred to as "SATRA") may perform Services for or supply Goods to persons or entities (public, private or governmental) involved in the textile, carpet and related industries including (hereinafter termed the "Client") Each also known individually as a Party, or jointly as Parties.

1.3 These terms and conditions will apply to the Contract between SATRA and the Client to the exclusion of any other terms which the Client may wish to impose or which may be imposed by trade, custom, practice or course of dealing.

1.4 Unless otherwise agreed in writing no party other than the Client is entitled to provide instructions or information relating to the Goods or Services required or to the delivery of goods, results, reports or certificates.

1.5 All references in these terms and conditions to:
(a) the "Contract" is the contract between SATRA and the Client for the supply of Goods or Services which is made subject to these terms and conditions;
(b) "Services" are the work or services to be supplied or performed under the Contract (including relevant supplier the supply of software, components and consumables); and
(c) "Goods" are the equipment, consumables or other physical items sold under the Contract (including documents, drawings or other information required in order to operate the equipment).

1.6 All drawings, descriptive matter, specifications and advertising material (including brochures and catalogues) are issued or published with the sole purpose of giving an indication of the goods or services being described and shall not form part of the Contract.

1.7 Where SATRA and the Client agree that the sale of Goods shall be governed by Incoterms 2010 (or any subsequent revision thereto) then the sale shall be governed by the relevant Incoterm mode of transport which is agreed by SATRA and the Client.

2. FEES AND PAYMENT
2.1 Where SATRA has agreed to perform the Services or supply the Goods on the basis of credit then payment terms are net 21 days from date of invoice, unless otherwise specified and may require partial payments prior to delivery of Goods or Services. In the event of the Client failing to make any agreed payment SATRA will be entitled to withdraw delivery of the Goods or Services or cancel the Contract. SATRA needs to receive payment in full on or before the invoice due date of 1.5% per month accruing on a daily basis from the date the invoice is due until the date payment is received.

2.2 Where the provision of Services or the sale of Goods is subject to a proforma invoice then SATRA shall not be required to start working or the provision of the Services or Goods until after payment in full has been made as cleared funds to SATRA.

2.3 SATRA reserves the right to charge for any and all expenses incurred as a result of performing the Services required by the Client. All invoices issued by SATRA will include amounts for any of these expenses these may change as a result of circumstances outside of SATRA's control.

2.4 Unless otherwise agreed in writing, the price for the Goods or Services shall be the price set in the order acknowledgment. SATRA shall not be bound by any price quoted which is not in writing. Prices for the sale of Goods include packing cases and materials but not carriage or installation which will be quoted separately and as agreed with the Client.

2.5 Quotations are valid from the date of issue for a period of 90 days unless otherwise specified or agreed in writing.

2.6 Should the Client become insolvent, bankrupt, subject to an administration order, enter into liquidation or receivership, or make arrangements with creditors SATRA reserves the right to cancel the Contract and terminate the supply of the Goods or Services. Where the Contract with SATRA is terminated all outstanding monies due from the Client to SATRA shall be immediately payable, and any materials supplied by SATRA to the Client retained. Termination of the Contract shall be without prejudice to any of SATRA's accrued rights.

2.7 All invoices issued by SATRA are payable in full. The Client is responsible for payment of withholding and other taxes and all import duties. Payment made to SATRA shall not be reduced by such amounts.

2.8 The Client shall not be entitled to withhold or defer payment due to SATRA as a result of any dispute or counter claim that it may allege against SATRA.

2.9 SATRA reserves the right to bring action against the Client in order to recover unpaid fees, including court action if fees associated with such actions shall be paid by the Client including legal fees and related costs.

2.10 Where unforeseen costs arise as a result of provision of the Goods or carrying out the Services SATRA shall inform the Client immediately but reserves the right to charge additional costs to cover said costs and expenses.

3. INTELLECTUAL PROPERTY RIGHTS
3.1 All intellectual property rights belonging to a Party prior to entering into the Contract shall remain with that Party. Nothing in this Contract shall allow transfer of any intellectual property rights from one Party to the other.

3.2 In the event of certification services the use of certification marks by the Client may be subject to national and international laws and regulations. The responsibility for the use of these certification marks lies solely with the Client.

3.3 All intellectual property rights in reports, drawings, graphs, charts, photographs or any other material (in whatever medium) produced by SATRA pursuant to this Contract shall belong to SATRA. The Client shall have the right to use said material in accordance with the terms of this Contract.

3.4 The Client agrees and acknowledges that SATRA retains any and all property rights in concepts, ideas and information relating to the supply of Goods or Services which is made subject to these terms and conditions; and

3.5 All intellectual property rights in any software supplied to the Client shall belong to SATRA or SATRA's holding company (called SATRA, and being a company limited by guarantee and having its registered office in England and Wales and being a subsidiary of SATRA Ltd, and being a company limited by shares).

4. SUSPENSION OR TERMINATION OF SERVICES
4.1 SATRA shall not be liable for any delay or failure in providing the Goods or Services due to circumstances beyond its reasonable control (including any failure by the Client to comply with its obligations). If any such circumstances arise SATRA will promptly inform the Client of their occurrence, the reasons for the delay or failure and forecasting the likely duration of the delay or failure, provided that SATRA will be entitled to cancel or reschedule the delivery of the Goods or Services as its discretion. In the event of such cancellation the SATRA shall be entitled to retain any fees paid by the Client for Goods or Services already supplied but will refund to the Client any fees paid by the Client for Goods or Services which have not yet been supplied. The Client will not be liable for any non-refundable expenses already incurred by SATRA in relation to Goods or Services not yet supplied unless the cancellation is due to the Client's failure to supply with obligations under the Contract.

5. LIABILITY AND INDEMNIFICATION
5.1 Reports are issued on the basis of information, documents and or samples submitted to SATRA by the Client, or on behalf of the Client and are provided solely for the benefit of the Client who is responsible for acting on its basis. SATRA shall not be liable for any act or failure to act (including negligence), breach of statutory duty, or any other legal or equitable liability, whatsoever and however arising against a result of: (a) errors or omissions or any typographical or arithmetical error or misprint contained in any report; (b)any delay or failure to supply or any reliance on any report; (c) any improper or incorrect use or any reliance on any report; (d) any improper or incorrect use of any results or the information contained in any report; (e) any improper or incorrect use of any results or the information contained in any report.

5.2 SATRA shall not be liable to the Client whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract for loss of profits, sales, contracts, anticipated savings, loss or damage to goodwill or any indirect or consequential loss.

5.3 Subject to clause 5.2 SATRA shall not be liable to the Client in respect of any loss or damage to the Client's, its or any third party's property or the equipment or machinery of the Client or any other equipment, software or materials which are in the possession of SATRA or of SATRA's or any third party's property or which are under its control, unless caused by SATRA's negligence.

6. CONFIDENTIALITY
6.1 Unless specifically excluded in the terms of an individual contract between SATRA and the Client, the following information shall be treated as confidential:
(a) all documents, information or reports that are intended by the Client to be confidential or that SATRA has reason to believe to be confidential; and
(b) any other information which by virtue of its nature is reasonably expected to be treated as confidential.

6.2 SATRA shall not disclose any confidential information to any third party, including any officer, employee or agent of the Client or any third party without the prior written authority of the Client.

6.3 Confidentiality shall continue to apply after completion of the business, but shall cease to apply to information of knowledge which has come into the public domain through no breach of this Contract by the Client or SATRA.

6.4 The Client shall not disclose any confidential information to any third party.

7. AMENDMENT
7.1 No amendment to this Contract shall be effective unless it is in writing, expressly stated to amend this Contract and signed by an authorised signatory of both Parties.

9. RESOLUTION OF DISPUTES
9.1 If there should be a dispute between the parties to this Agreement they undertake to act with goodwill and to use all reasonable efforts to resolve the dispute.

9.2 Failure to resolve any dispute by discussions between the parties shall, in the first instance, be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon notification of either of them, of a written notice to concur in such appointment. Should the parties fail to agree within 21 days, either party, upon giving written notice, may apply to the President or the Vice President, for the taking of the Court's ruling or the President may appoint an arbitrator.

9.3 Should the mediation fail, in whole or in part, either party may, upon giving written notice, and within thirty-two days thereof, apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for arbitration of the dispute. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing to all arbitration shall be held by a single arbitrator, for final resolution. Any representation, warranty, collateral contract or other assurance (except those set out or referred to in these terms and conditions) made by or on behalf of SATRA or any other party before entering into the Contract. The Client waives all rights and remedies that, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

9.4 All provisions of the Contract that limit or exclude liability of SATRA are intended also to be for the benefit of SATRA's holding company (called SATRA), and being a company limited by guarantee incorporated in England and Wales with company number 0015347F), and shall accordingly be enforceable by such holding company as well as or instead by SATRA, and on the basis that any limit on the liability of SATRA shall apply to it and to such holding company in the aggregate.

9.5 The Client shall not dissemble, remove parts or carry out any form of analysis on goods or materials sold by SATRA for the purposes of reverse engineering or obtaining information on the construction, content or composition of the item without the consent of SATRA.
10. PROVISION OF SERVICES
10.1 SATRA shall provide Services using reasonable care and skill and in accordance with the Client’s specific instructions and as confirmed by SATRA as part of the Contract review process.

10.2 Estimates for completion of the Services are made in good faith and date from receipt of a written order, payment of a deposit invoice if required, full information and samples to enable SATRA to proceed. While SATRA will make every effort to fulfill them, such estimates are subject to unforeseen events and it will not be liable to give any claim. Time will not be of the essence in relation to the performance of the Services.

10.3 Results given in test reports or certificates refer only to samples submitted for analysis to SATRA. A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested.

10.4 SATRA may delegate all or part of the Services to a subcontractor and the Client authorises SATRA to disclose all information required to underwrite the Services.

10.5 Where the Client requests SATRA to witness testing of other services being undertaken by a third party the Client agrees that SATRA sole responsibility is to be present at the time of the work and to forward the results to the Client. The results of such testing have not been undertaken. The Client agrees that unless otherwise agreed SATRA is not responsible for the condition or calibration of any equipment provided by SATRA.

10.6 Unless otherwise agreed in advance, test samples will be retained for 6 weeks from the date of the final report after which time they will be disposed of and SATRA shall cease to have any responsibility for such samples.

11. CLIENT RESPONSIBILITIES RELATING TO THE PROVISION OF SERVICES
11.1 The Client shall provide sufficient samples, information, instructions and documents as required to enable SATRA to carry out the Services in accordance with the methods, standards or other specifications as agreed.

11.2 Where applicable the Client shall allow access by members of SATRA staff to such premises where the Services are to be performed and provide any specialist equipment and personnel.

11.3 The Client shall inform SATRA in advance of any known hazards, dangers or other safety matters relating to the Services or the consignment of goods. The Client is responsible for ensuring that any applicable laws or safety requirements are complied with.

11.4 The Client acknowledges that SATRA by providing the Services, neither takes the place of the Client or any third party or releases them from their obligations.

12. SERVICES
12.1 Subject to clause 12.6 the risk in the Goods shall transfer to the Client on delivery of the Goods unless SATRA and the Client have agreed that the sale of the Goods will be governed by Incoterms 2010 (or any subsequent revision thereof).

12.2 The Client shall pay for the Services in the currency agreed in the contract in advance and upon provision by the Client of a full indemnity as to costs for which SATRA is entitled to claim.

12.3 Title to the Goods shall not pass to the Client until the earlier of:
   a) SATRA receives payment in full (in cash or cleared funds) for the Goods and any other Goods that SATRA has supplied to the Client in which case title to the Goods shall pass at the time of payment of all such sums;
   b) the Client holds the Goods as SATRA’s bailees;
   c) the Client stores the Goods separately from all other goods belonging to the Client or any third party in such a way that they are readily identifiable as SATRA’s property (including where the Goods have been sold to a 3rd party); or
   d) the Client notifies SATRA on the non-arrival or damage in transit within a reasonable time of the fault, damage or defect being reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.

12.4 SATRA shall not be liable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery within a reasonable time of the fault, damage or defect being reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.

12.5 Delivery of the Goods shall take place at such location as SATRA and the Client agree. If the Client agrees to collect the Goods from SATRA’s premises, then delivery will take place at those premises in which case the consignment of Goods is marked by SATRA upon dispatch shall be evidence of the Goods received by the Client unless the Client can provide conclusive evidence to the contrary.

12.6 SATRA shall not be liable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery within a reasonable time of the fault, damage or defect being reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.

12.7 SATRA shall in any event be limited to replacing the Goods within a reasonable time frame or the issue of a credit note for the price of the Goods not being delivered, the Client shall in no way be entitled to receive a refund.

12.8 SATRA shall not be liable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery within a reasonable time of the fault, damage or defect being reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.

12.9 SATRA shall not be liable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery within a reasonable time of the fault, damage or defect being reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.

12.10 SATRA shall not be liable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery within a reasonable time of the fault, damage or defect being reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.

12.11 SATRA shall not be liable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery within a reasonable time of the fault, damage or defect being reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.

12.12 SATRA shall not be liable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery within a reasonable time of the fault, damage or defect being reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.

12.13 The Client may resell the Goods before ownership has passed to it solely on condition that sale shall be effectuated in the ordinary course of the Client’s business at full market value.

12.14 If before title to the Goods passes to the Client, the Client becomes subject to any of the events referred to in clause 2.6 then without limiting any other right or remedy SATRA may have:
   a) the Client’s right to resell the Goods or use them in the ordinary course of its business ceases immediately;
   b) SATRA may at any time require the Client to deliver up all Goods in its possession that have not been resold or irrecoverably incorporated into another product; and
   c) if the Client fails to do so promptly SATRA may exercise its rights under clause 13.7.

12.15 The Client grants SATRA, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Client’s right to possession has terminated, to recover them.

13. DEFECTIVE GOODS
13.1 The Client must inspect all Goods upon delivery. Failure to do so may result in further charges being applied in the event of a return.

13.2 If the delay extends beyond 30 days SATRA shall be entitled to immediate right to charge for storage and for all expenses incurred, including loss of or wastage of resources that cannot otherwise be used. If the delay extends beyond 30 days SATRA shall be entitled to take any action or repair or replace the defective Goods or refund the price of the defective Goods in full. SATRA reserves the right to repair the Goods at the Client’s premises.

13.3 The Client shall maintain the Goods in satisfactory condition and keep them insured on SATRA’s behalf for their full price and SATRA’s interest in the goods on its insurance policy. On request the Client shall allow SATRA to inspect such Goods and shall produce the policy of insurance.

13.4 If for any reason the Client fails to accept delivery of any of the Goods when they are ready for delivery, or if the Client fails to do so promptly SATRA may exercise its rights under clause 13.7.

13.5 The Client may resell the Goods before ownership has passed to it solely on condition that sale shall be effectuated in the ordinary course of the Client’s business at full market value.

13.6 If before title to the Goods passes to the Client, the Client becomes subject to any of the events referred to in clause 2.6 then without limiting any other right or remedy SATRA may have:
   a) the Client’s right to resell the Goods or use them in the ordinary course of its business ceases immediately;
   b) SATRA may at any time require the Client to deliver up all Goods in its possession that have not been resold or irrecoverably incorporated into another product; and
   c) if the Client fails to do so promptly SATRA may exercise its rights under clause 13.7.

14. PATENTS
14.1 SATRA gives no indemnity against any claim of infringement of Letters Patent, Registered Design, Trade Mark or Copyright by the use of or sale of any article or material supplied to the Client. If it is use is impossible without infringement of Letters Patent, Registered Design, Trade Mark or Copyright published at the date of the contract, SATRA will refund to the Client the purchase price of the said article or material provided that it is returned to SATRA free of charge. The Client warrants that any design or instruction furnished or given by the Client shall not be such as will cause SATRA to infringe any Letters Patent, Registered Design, Trade Mark or Copyright in the execution of the Client’s order.

15. WARRANTY OF GOODS
15.1 SATRA warrants that on delivery and for a period of 12 months from the date of delivery or within the shelf life of the Goods (whichever is the shorter period) the Goods shall be free from defects in design, material and workmanship.

16. DEFECTIVE GOODS
16.1 Subject to clauses 16.6 and 16.7 F.

16.4 Without prejudice to clause 16.1 if no notice of rejection has been received by SATRA within 3 months of delivery, the Client shall be deemed to have accepted the Goods.

16.5 SATRA will pay the reasonable costs of carriage, packaging and insurance for any defective Goods which are returned by the Client provided that SATRA is liable under clause 16.1 to repair or replace the defective Goods.

16.6 SATRA shall not be under any liability to repair or at its option replace or pay for the repair or replacement of any Goods which are found to be defective if:
   a) the defect is caused or substantially caused by wear and tear, overloading, misuse, neglect, modification or attempted modification carried out by any organisation other than by SATRA or their approved agents, or use with ancillary equipment not approved in writing by SATRA, or default in proper maintenance or cleaning; or
   b) the Client authorises or carries out any repair or replacement of any Goods without first informing SATRA a reasonable opportunity to repair or replace them; or
   c) the Client has breached any of the terms of the Contract under which the Goods were supplied; or
   d) the Goods have been manufactured to a design or specification or in compliance with other information provided by the Client and the defect has arisen as a result of that design, specification or information; or
   e) the Goods are parts of Goods not manufactured by SATRA then SATRA shall be liable for defects only to the extent that SATRA obtains reinsurance from the manufacturer or supplier thereof.

16.7 Where Goods or parts of Goods are not manufactured by SATRA then SATRA shall be liable for defects only to the extent that SATRA obtains reinsurance from the manufacturer or supplier thereof.

16.8 Except as provided in clause 16.1 SATRA shall have no liability to the Client arising from the failure of the Goods to comply with the warranty in clause 15.1.

Terms and conditions – December 2016