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For the attention of: Tony Welsh

The Solid Wood Flooring Company
Unit 1 Helena Court
Tetbury
Gloucestershire
GL8 8JN

SATRA reference: FLO0266286 1802 1

Report ID/Issue number: 2768/1
Your reference:
Date samples received: 16/01/2018
Date(s) work carried out: 16/01/2018 to 18/01/2018
Date of report: 22/01/2018

TECHNICAL REPORT

Testing of one sample described by the customer as 'TW-E392 Engineered Brushed Fumed Silver Fern Grey UV Oiled European Oak Grade ABCD 15mm x 190mm x 1900mm 4mm Top Layer' to BS 7976-2:2002+A1:2013 & RZ measurements.

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 It must not be published, for example by including it in advertisements, without the prior, written permission of SATRA.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.
The uncertainty of the results in this report is based on a standard uncertainty multiplied by a coverage factor k=2, which provides for a confidence level of approximately 95%.

Report signed by: Mandy de Wet
Department: Furniture and Floor Coverings

As requested by The Solid Wood Flooring Company, SATRA has conducted an assessment of the slip resistance of a sample of flooring as detailed below.

CONCLUSION

The sample referenced ‘TW-E392 Engineered Brushed Fumed Silver Fern Grey UV Oiled European Oak Grade ABCD 15mm x 190mm x 1900mm 4mm Top Layer’ has demonstrated a low slip potential under wet test conditions and a low slip potential under dry test conditions, when tested using BS 7976-2:2002+A1:2013 and assessed in accordance with the UK Slip Resistance Group guidelines, Issue 5:2016.

SAMPLE SUBMITTED

Sample reference: ‘TW-E392 Engineered Brushed Fumed Silver Fern Grey UV Oiled European Oak Grade ABCD 15mm x 190mm x 1900mm 4mm Top Layer’

Appearance:

Date conditioning started: 16 January 2018
Testing commenced: 18 January 2018
Testing completed: 18 January 2018
Testing conducted by: Philip Weal

TESTS CARRIED OUT

- Surface Roughness measurements (Rz) ≠ (2)(3)

SATRA Report Reference: FLO0266286  1802
Report ID/Issue number: 2768/1
Note(s):
(1) Information supplied by the customer. Not verified by SATRA.
(2) Conditioning and Testing has been conducted at 23°C/50%rh. Results have been assessed in accordance with the UK Slip Resistance Group Guidelines –Issue 5:2016.
(3) The surface roughness values have been taken from an area of 75mm x 75mm with the meter orientated in three directions, with the average being calculated from 10 values.

RESULTS

Table 1. BS 7976-2:2002+A1:2013 Pendulum Testers, method of operation (Using Slider 96)

<table>
<thead>
<tr>
<th>Sample</th>
<th>Condition</th>
<th>Direction of Test</th>
<th>Overall average slip measurement (PTV's)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TW-E392</td>
<td>Dry</td>
<td>A 57</td>
<td>60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B 62</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>C 60</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Wet</td>
<td>A 40</td>
<td>45</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B 49</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>C 45</td>
<td></td>
</tr>
</tbody>
</table>

Direction of Test

The following table contains guidelines recommended by the UK Slip resistance group, Issue 5:2016.

Table 2. UK Slip Resistance Group Guidelines.

<table>
<thead>
<tr>
<th>Slip potential</th>
<th>PTV</th>
</tr>
</thead>
<tbody>
<tr>
<td>High slip potential</td>
<td>0-24</td>
</tr>
<tr>
<td>Moderate slip potential</td>
<td>25-35</td>
</tr>
<tr>
<td>Low slip potential</td>
<td>36+</td>
</tr>
</tbody>
</table>
Surface Roughness Measurements (Rz)

Table 3. Surface Roughness measurements (Rz)\(^{(3)}\)

<table>
<thead>
<tr>
<th>Roughness measurement</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>Ave</th>
</tr>
</thead>
<tbody>
<tr>
<td>RZ value</td>
<td>17.9</td>
<td>16.9</td>
<td>18.8</td>
<td>42.1</td>
<td>38.8</td>
<td>11.7</td>
<td>53.1</td>
<td>86.5</td>
<td>11.4</td>
<td>97.8</td>
<td>39.5</td>
</tr>
</tbody>
</table>

The values achieved for surface roughness would suggest that the floor covering submitted for testing has a low slip potential in the wet conditions, as detailed in table 4 below.

Table 4. Surface Roughness Criterion. These values apply to water wet situations.

<table>
<thead>
<tr>
<th>Slip potential</th>
<th>Rz value</th>
</tr>
</thead>
<tbody>
<tr>
<td>High slip potential</td>
<td>Below 10 µm</td>
</tr>
<tr>
<td>Moderate slip potential</td>
<td>10 - 20 µm</td>
</tr>
<tr>
<td>Low slip potential</td>
<td>20 + µm</td>
</tr>
</tbody>
</table>

It is important to understand that the measurements undertaken should not be taken in isolation and that the pendulum test results take precedence when assessing slip potential.

‘In any complaint involving slip, the floor surface, the footwear and other environmental factors will all have an important bearing on slip resistance. It will be impossible to make either footwear or floorings slip resistant under all conditions which may be encountered in wear’.

Information on Uncertainty of measurement

Angle ± 0.17°
Slider length gauge ± 0.02mm

The reported expanded uncertainty is based on a standard of uncertainty multiplied by a coverage factor \(k=2\), providing a level of confidence of approximately 95%. The uncertainty evaluation has been carried out in accordance with UKAS requirements.
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 or custom and practice of the trade 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 government) required to ascertain compliance with the Standards they have been accredited to perform by the Chartered Institute of Arbitrators (2000 Edition), or any amendments thereof, which Rules are deemed to be incorporated herein.

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 30 days from date of invoice, unless otherwise specified and may require payment prior to delivery of the Goods or Services. 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 which accumulate over 2% 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 on the provision of the Goods or Services until 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 which accumulate over 2% per month accruing on a daily basis from the date the invoice is due until the date payment is received.

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 Quantities 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 and terminate the supply of the Goods or Services. Where the Contract with SATRA is terminated all outstanding monies due from the Client shall be immediately payable, and any materials supplied by SATRA to the Client returned. 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 any other taxes and all import duties. Payment made to SATRA shall not be reduced by such amount.

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 collect unpaid fees, including court costs and fees associated with such actions shall be paid for 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 is entitled to provide instructions or information relating to the Goods or Services required or to the delivery of goods, results, reports or certificates.

3.3 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; and
(b) “Services” are the work or services to be supplied or performed under the Contract (including relevant satisfaction, 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).

3.4 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.

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

4. SUSPENSION OR TERMINATION OF SERVICES

4.1 Cancellation by the Client of orders for Goods or Services will only be acceptable by prior agreement with SATRA and will be made in writing.

4.2 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 which are attributable to SATRA or any third party (including the third party responsible for the operation of the Service or for performing the Services) SATRA will be entitled to cancel or reschedule the delivery of the Goods or Services at its discretion. In the event of the cancellation SATRA will be entitled to retain any fees paid by the Client for Goods or Services already supplied but will refund 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 reasonable expenses already incurred in relation to Goods in transit or Services not yet supplied unless the cancellation is due to the Clients failure to supply with obligations in relation to 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 of such reports and findings. Subject to clause 5.2, neither SATRA, its employees, agents or subcontractors shall be liable to the Client or any third party for any actions taken on the basis of the information contained in such reports, nor for any income or expenses arising as a result of unconfirmed, incomplete, misleading or false information provided to SATRA.

5.2 Nothing in these terms and conditions shall limit or exclude SATRA’s liability for:

(a) death or personal injury caused by its negligence or the negligence of its employees or agents;
(b) fraud or fraudulent misrepresentation;
(c) breach of the terms implied by Section 12 of the Sale of Goods Act 1979; or
(d) any other liability which cannot be limited or excluded by applicable law.

5.3 Subject to clause 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.

5.4 Subject to clause 5.2 SATRA’s total aggregate liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract shall be limited to the price of the Goods (excluding any value added tax or other sales or taxes or expenses) payable by the Client to SATRA under the Contract or £100, whichever is the lower figure.

6. MISCELLANEOUS

6.1 If any one or more of these provisions of these conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired by virtue of such unenforceability or invalidity.

6.2 During the course of providing the Goods or Services and for a period of one year thereafter the Client shall not directly or indirectly entice, encourage or make any offer to SATRA’s employees to leave their employment with SATRA.

6.3 The use of SATRA corporate name or registered marks for advertising purposes is not permitted without SATRA’s prior written authorisation.

6.4 All reports and documentation which are supplied to the Client under the Contract remain the property of SATRA and are paid for in full. Under no circumstances will a Client’s purchase order override SATRA’s retention of title in accordance with this clause.

6.5 The Client acknowledges that in entering into this Contract it has not relied on 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.

6.6 All provisions of the Contract that limit or exclude the 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 and incorporated in England and Wales with company number 00153475), and shall accordingly be enforceable by such holding company as well as or instead of 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.

7. CONFIDENTIALITY

7.1 Unless specifically excluded in the terms of an individual contract between SATRA and the Client, the following shall apply to all negotiates including, reports, advice, drawings, photographs, specifications, data or other forms of media.

7.2 Deliverables referred to in clause 7.1 shall not be disclosed to third parties or used in litigation without the prior consent of SATRA.

7.3 Where SATRA has given consent to disclosure of any service deliverables referred to in clause 7.1, the Client shall draw the attention of the third party to these terms of business and the basis on which SATRA undertakes testing, reporting and advising. The Client shall indemnify SATRA against all loss, costs, damages or expenses arising for any failure to do so.

7.4 Any deliverables referred to in clause 7.1 are submitted to the Client for the sole use of the Client and Confidentiality shall continue to apply after completion of the business, but shall cease to apply to any information or knowledge which has come into the public domain through no breach of this Contract by the Client.

7.5 The Client shall not disassemble, 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.

8. AMENDMENT

8.1 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. DISPUTE RESOLUTION

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 endeavours 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 reasonable terms either of them, or 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 appointment of, the Chairman of the Arbitrators, or any other single arbitrator, for this purpose. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing to the mediator acting as the sole arbitrator, for this purpose. The terms of the arbitration shall be as provided in the Controlled Cost Rules for the Chartered Institute of Arbitrators (2000 Edition), or any amendments thereof, which rules are deemed to be incorporated herein.

9.3 Should the mediation fail, in whole or in part, either party may, upon giving written notice, and within twenty-eight days thereof, apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for a final arbitral award. The award given by any single arbitrator, for this purpose. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing to the arbitrator acting as the sole arbitrator, for this purpose. The terms of the arbitration shall be as provided in the Controlled Cost Rules for the Chartered Institute of Arbitrators (2000 Edition), or any amendments thereof, which rules are deemed to be incorporated herein.

9.4 The laws of England shall govern the interpretation of this Contract. Subject to clauses 9.1, 9.2 and 9.3 any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the courts of England, and the Parties shall hereby submit to the jurisdiction of such courts in connection with disputes arising under this Contract.

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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 appropriate to enable SATRA to proceed. While SATRA will make every effort to fulfil them, such estimates are subject to unforeseen events and if not complied with, cannot give rise to 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 undertake 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’s sole responsibility is to be present at the time of the work and to forward the results of the testing. SATRA has 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 any 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 any work to be undertaken by SATRA on or off site made known to the Client.

11.4 Where the Client fails to comply with any of its responsibilities SATRA reserves the right to suspend any Services until such time as the Client has complied and may require the Client to reimburse SATRA the amount of any additional costs arising from the suspension.

12. DELIVERY AND NON-DELIVERY OF GOODS

12.1 Delivery dates for the supply of the Goods are approximate only and not guaranteed. Time of delivery is of the essence of the Contract and SATRA shall not be liable for any delay in delivery of Goods. Should expedited delivery be requested and agreed, SATRA shall be entitled to make additional charges to cover overtime or any other additional costs.

12.2 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 such premises in which case the consignment of Goods in respect of which delivery by SATRA is sought shall be evidence of the Goods received by the Client unless the Client can provide conclusive evidence to the contrary.

12.3 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 in accordance with clauses 4.4 and 5.1. Liability for non-delivery of Goods shall in any event be limited to replacing the Goods within a reasonable time frame or the issue of a credit note reflecting the value of the Goods concerned.

12.5 Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA reserves the right to charge for storage and for all expenses incurred, including loss of or wastage of resources that cannot otherwise be recovered; and in such circumstances the Client agrees that if the delay extends beyond 30 days SATRA shall be entitled to immediate payment for any Goods that are ready for delivery, and any other additional costs.

12.6 If for any reason the Client fails to accept delivery of any of the Goods when they are ready for delivery, or SATRA is unable to deliver the Goods on time because the Client has not provided appropriate instructions, documents, licenses or authorisations then in the Goods shall pass to the Client, the Goods and/or Services shall be deemed to have been delivered and SATRA may store the Goods until delivery, whereupon the Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

13. RISK/TITLE OF GOODS

13.1 Subject to clause 12.6 the risk in the Goods will 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 thereto) in which case risk will transfer to the Client in accordance with the Incoterms of the sale.

13.2 The Client shall not pass the Goods to the Client until the earlier of when:

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 to the Client at the time of payment of all such sums; or

b) the Client resells the Goods in accordance with clause 13.5 which title shall pass to the Client immediately before the resale by the Client.

13.3 Title to the Goods shall not pass to the Client until the earlier of when:

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 to the Client in accordance with the Incoterms of the sale which is agreed by SATRA and the Client.

b) SATRA shall not accept responsibility for loss or damage in transit unless:

(1) the case of sales where delivery of Goods is made in the United Kingdom SATRA is notified by the Client within 10 days of the invoice date of non-arrival of Goods and within 3 days of the invoice date of receipt of Goods damaged in transit; and
(2) in all other cases the Client notified SATRA on the non-arrival or damage in transit within a reasonable time frame after receiving the invoice.

13.5 The Client may resell the Goods before ownership has passed to it solely on condition that sale shall be effected 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 2.3 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; and
b) SATRA may at any time require the Client to deliver up all its 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.

13.7 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.

13.8 On termination of the Contract, however caused, SATRA’s (but not the Client’s) rights contained in this clause 13 shall remain in effect.

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 if:

a) the Client gives notice in writing to SATRA in accordance with clause 16.3 and during the period referred to in clause 15.1 that the Goods do not comply with the warranty in that clause; and
b) SATRA is given a reasonable opportunity of examining such Goods;

SATRA will at its option, repair or replace the defective Goods or refund the price of the defective Goods in full.

16.2 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.

16.3 If Goods are found to be faulty, defective or damaged the Client must inform SATRA in writing as soon as reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.

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. If SATRA determines that the Goods are not defective or if SATRA is not liable to repair or replace the Goods due to the circumstances under clauses 16.6 or 16.7 then the Client will be responsible for the payment of such costs.

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;

b) the Client authorises or carries out any repair or replacement of any Goods without first affording 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;

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 remission from the manufacturer or supplier thereof provided that:

a) SATRA shall not be obliged to take any steps to attempt to obtain such remission except at the request and expense of the Client and upon provision by the Client of a full indemnity as to costs for which SATRA may thereby become liable;

b) nothing in this condition 16.7 shall have effect as to impose upon SATRA any additional liability or obligations other than those referred to in condition 16.1.

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

Terms and conditions – December 2016