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

SATRA reference: FLO0287304 1928 2

Report ID/Issue number: 8988/1

Your reference:

Date samples received: 08/07/2019

Date(s) work carried out: 08/07/2019 to 10/07/2019

Date of report: 11/07/2019

TECHNICAL REPORT


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 It must not be published, for example by including it in advertisements, without the prior, written permission of SATRA.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

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

SATRA Technology Centre Ltd (a subsidiary of SATRA).

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 “Impervia Luxury Rigid Vinyl SPC Flooring” has demonstrated a low slip potential under wet test conditions in the worst performing direction tested and a low slip potential under dry test conditions in the worst performing direction tested, when tested to BS 7976-2:2002+A1:2013 and assessed in accordance with the UK Slip Resistance Group guidelines, Issue 5:2016 ≠.

SAMPLE SUBMITTED

Sample reference: “Impervia Luxury Rigid Vinyl SPC Flooring” (1)

Appearance:

Date conditioning started: 08 July 2019
Testing commenced: 10 July 2019
Testing completed: 10 July 2019
Testing conducted by: Phil Weal

TESTS CARRIED OUT


Note(s):

(1) Information supplied by the customer. Not verified by SATRA.
(2) Conditioning and testing has been conducted at (23 ± 2) °C / (50 ± 5) % RH. The surface temperature measured prior to testing was 22.8 °C
(3) Results have been assessed in accordance with the UK Slip Resistance Group Guidelines – Issue 5:2016≠.
RESULTS

Table 1. BS 7976-2:2002+A1:2013. Average slip measurement results (PTV) in each direction tested. Using Slider 96

<table>
<thead>
<tr>
<th>Sample</th>
<th>Condition</th>
<th>Direction of Test</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;Impervia Luxury Rigid Vinyl SPC Flooring&quot;</td>
<td>Dry</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>64</td>
</tr>
<tr>
<td></td>
<td>Wet (water)</td>
<td>39</td>
</tr>
</tbody>
</table>

Direction of Test

Table 2 contain the guidelines for assessing the results of slip resistance tests as recommended by the UK Slip Resistance Group, Issue 5:2016.

Table 2. Slip Potential Classification (UK Slip Resistance Group Guidelines. Issue 5:2016 #).

<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>

‘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 5.2) all other conditions, warranties and representations, expressed or implied by SATRA or any other party before entering into the Contract. The Client agrees that the sale of Goods or the supply of Services is subject to the terms and conditions as detailed below and (subject to clause 5.2) all other conditions, warranties and representations, expressed or implied by SATRA or any other party before entering into the Contract. 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 implied by trade, custom, practice or course of dealing.

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) issuing tenders (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 implied 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 releases of specifications (hereinafter termed the “Client”). Each also known individually as a Party, or jointly as Parties.

(c) “Goods” and other physical items sold under the Contract (including drawings, documents 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 Incoterm 2010 (or any subsequent revision there to) then the sale shall be governed by the relevant Incoterms 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 a credit then payment terms are net 30 days from date of invoice, unless otherwise specified and may require part payment prior to delivery of Goods or Services. If the Client fails to make any part payment as agreed SATRA will be entitled to withhold delivery of the Goods or Services or cancel the Contract. SATRA reserves the right to charge interest on any unpaid balance at a rate 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 will not be bound to start working on 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 and all expenses incurred as a result of such 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 acceptance. SATRA shall not be bound to pay for 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 should the Client’s bank or other finance house withdraw their facilities, then SATRA will be entitled to cancel or suspend the sale of Goods or Services at its discretion. In the event of default 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 shall not be liable for any non-refundable expenses already incurred in relation to Goods or Services not yet supplied unless the cancellation is due to the Client’s failure to comply with obligations set out in this Contract.

3. SATRA shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that SATRA processes or gets access to personally identifiable information in data in connection with the Services or otherwise in connection with this Contract, it will take all reasonable technical and organizational measures and ensure that it has processes in place to ensure that the data is kept safe, secure and protected against unauthorized or unlawful processing, accidental loss, destruction or damage to such data).

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 on payment of a charge normally made.

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 prevent SATRA from delivering the Goods or Services or completing the Contract, then SATRA will be entitled to cancel or reschedule the delivery of Goods or Services at its discretion. In the event of default 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 non-refundable expenses already incurred in relation to Goods or Services not yet supplied unless the cancellation is due to the Client’s failure to comply with obligations set out in this 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 the basis of such findings and reports. Subject to clause 5.2, neither SATRA nor any of its employees, agents or subcontractors shall be liable to the Client or any third party for any actions taken on the basis of such findings and reports, nor for any income or business arising as a result of: uncorrected, incompleteness, 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 the 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;

(d) breach of the terms implied by Section 13 of the Sale of Goods Act 1979;

(e) 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 good 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 liability calculated as follows (being the price of the Goods (excluding any value added tax or other sales tax or expenses) payable by the Client to SATRA under the Contract or £100, whichever is the lower figure).

6. MISCELLENES

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

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 shall not be copied or used for any purpose other than for the purposes of reverse engineering or obtaining information on the construction, content or composition of the item without the consent of SATRA.

7. CONFIDENTIALITY

7.1 Unless specifically excluded in the terms of an individual contract between SATRA and the Client, the Client shall not make available to any third party the confidential information or knowledge which has come into the public domain through no breach of this Contract 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 the basis of such findings and reports. Subject to clause 5.2, neither SATRA nor any of its employees, agents or subcontractors shall be liable to the Client or any third party for any actions taken on the basis of such findings and reports; nor for any income or business arising as a result of: uncorrected, incompleteness, misleading or false information provided to SATRA.

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 the costs being borne by either of them, or, if 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 time being of the Chartered Institute of Arbitrators, for the appointment of a single arbitrator, as a first arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing. The arbitrator shall have all powers of a Court to give judgments on points of law, to take or not take on the basis of such findings and reports, nor for any income or business arising as a result of: uncorrected, incompleteness, misleading or false information provided to SATRA.

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 the appointment of a single arbitrator, as a first arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing. The arbitrator shall have all powers of a Court to give judgments on points of law, to take or not take on the basis of such findings and reports, nor for any income or business arising as a result of: uncorrected, incompleteness, misleading or false information provided to SATRA.

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, Hong Kong, the Parties consenting in writing to be entitled to enforce it in any court it chooses.
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 pro rata invoice if required, full and accurate information and approval to enable SATRA to proceed. SATRA will then make all efforts to complete the Services as such estimates indicate. SATRA will notify the Client in writing of any changes to the estimate as soon as reasonably practicable.

10.3 SATRA shall provide Services at times agreed by the Client and SATRA and the Client agree that the Services will be provided at such times as best suit SATRA's capacity and requirements.

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 the 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 of the test to the Client. Unless otherwise agreed SATRA is not responsible for the condition or calibration of any equipment supplied by SATRA.

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

10.7 Where practical and agreed in advance, samples may be returned at the Client's expense. However, samples are in most instances partially or fully destroyed as part of the work undertaken and SATRA cannot guarantee that samples will be returned in an “as new” condition.

10.8 SATRA reserves the right to make changes to the Services, provided that such changes do not materially affect the nature or quality of the provision of these Services or where they are necessary in order to ensure that any applicable laws or safety requirements are complied with.

10.9 Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA reserves the right to cancel the Contract and charge a reasonable amount for any work done in advance.

10.10 Where the Client fails to comply with any of its responsibilities SATRA reserves the right to suspend any obligations.

11. CLIENT RESPONSIBILITIES RELATING TO THE PROVISION OF SERVICES

11.1 The Client shall supply sufficient samples, information, instructions and documents as required to 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 samples submitted to SATRA and the tests made thereon.

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 or losses 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 not of the essence of the Contract and SATRA shall not be liable for any delay in delivery of Goods.

12.2 Should expedited delivery be requested and agreed, SATRA shall be entitled to make additional charges to cover overtime or any other additional costs.

12.3 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 to the Client, by SATRA upon dispatch shall be evidence of the receipt of the Goods received by the Client unless the Client can provide conclusive evidence to the contrary.

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 in accordance with clause 13.2. 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 or losses arising from the suspension.

12.5 Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA shall have the option of suspending the replacement of the Goods within a reasonable time frame or the issue of a credit note.

12.6 Goods and/or Services shall be deemed to have been delivered whereupon the Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

13. RISK AND TITLE

13.1 Subject to clause 13.6 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 agreed.

13.2 The Company shall not accept responsibility for loss or damage in transit unless:

a) in 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 returned Goods damaged in transit;

b) in all other cases the Client notifies SATRA on the non-arrival or damage in transit within a reasonable period of time (which period shall be deemed to begin on the date the Client becomes aware of the defect).

13.3 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 informs SATRA that the Goods have been delivered with 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.

13.4 On termination of the Contract, howsoever 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 SATRA is not liable for defects in Goods unless:

a) the Client gives notice in writing to SATRA in accordance with clause 16.3 and during the period referred to in clause 16.5 that the Goods do not comply with the warranty in that clause and the Goods have been returned in accordance with the Methods, Standards or other specifications as agreed.

b) SATRA is given a reasonable opportunity of examining such Goods; and

c) SATRA shall in any event be limited to replacing the Goods within a reasonable time frame or the issue of a credit note.

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 SATRA will pay the reasonable costs of carriage, packaging and insurance for any defective Goods which are returned by the Client provided that SATRA shall be satisfied that the Goods are in the condition and packaging in which the Goods were supplied to the Client.

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 shall be satisfied that the Goods are in the condition and packaging in which the Goods were supplied to the Client.

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 causes any repair or replacement of any Goods without first informing SATRA of the defects.

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 release from the manufacturer or supplier thereof provided that:

a) SATRA shall not be obliged to take any steps to attempt to obtain such release 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 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