



EU Declaration of Conformity

- 1) BRIGHTBOOT Safety Wellington, Item Codes:

BBTY, BBTO, BBTP, BBMY, BBMO, BBLY, BBO. Brightboot is available in 3 heights, Tall, Mid & Low. Also in 3 colours, Yellow, Orange & Pink. Brightboot is available in UK sizes 3-13.

- 2) Name and address of the manufacturer:


BRIGHTBOOT LTD Units 3 – 5 Holwood Business Centre, Blunts, Saltash, Cornwall, PL12 5DW

- 3) This declaration of conformity is issued under the sole responsibility of Brightboot Ltd

- 4) Brightboots are constructed from rubber/neoprene materials and can be categorised as an EN ISO 20345:2011 S5 CI HI HRO SRA Safety Wellington, all Brightboots can be identified by the unique hi-visibility upper and use of retro reflective elements, please refer to the images below. All heights illustrated are Yellow.



- 5) The object of the declaration described in point 4 is in conformity with the relevant Union harmonisation legislation : Regulation (EU) 2016/425 and have been shown to comply with this regulation through the European Standard EN ISO 30245:2011 for Safety Footwear.
- 6) The notified body **SATRA Technology Europe 2777** performed the EU examination (Module B) and issued the EU type- examination certificate **2777/11174-01/E00-00**
- 7) Where applicable, the PPE is subject to the conformity assessment procedure, based on internal production control plus supervised product checks at random intervals (module C2).



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Signed at Brightboot Ltd, Units 3-5 Holwood Business Centre, Blunts, Saltash, Cornwall, PL12 5DW, this day 15th January 2019 by Marcus Aldred, Managing Director for Brightboot Ltd

EU Type-Examination Certificate

Certificate number: 2777/11174-01/E00-00

This EU Type-Examination Certificate covers the following product group(s) supported by testing to the relevant standards/technical specifications and examination of the technical file documentation:

Following the EU Type-Examination this product group has been shown to satisfy the applicable essential health and safety requirements of Annex II of the PPE Regulation (EU) 2016/425 as a Category II product.

Product reference:

Description:

BBTY- Tall Yellow
BBTO- Tall Orange
BBTP- Tall Pink

Knee height boot with neoprene and rubber upper with synthetic lining with non metallic toe cap and non metallic perforation resistance insert material with a rubber outsole reference SYSF-1

BBMY – Mid Yellow
BBMO- Mid Orange
BBMP- Mid Pink

Half Knee height boot with neoprene and rubber upper with synthetic lining with non metallic toe cap and non metallic perforation resistance insert material with a rubber outsole reference SYSF-1

BBLY- Low Yellow
BBLO – Low Orange
BBLP- Low Pink

Ankle boot with neoprene and rubber upper with synthetic lining with non metallic toe cap and non metallic perforation resistance insert material with a rubber outsole reference SYSF-1

Available sizes : 3-13 UK

Classification:

EN ISO 20345:2011- S5 HI CI HRO SRA

Standards/Technical specifications applied:
EN ISO 20345: 2011

Technical reports/Approval documents:
SATRA: CHT0271507/1822. GZHT90701859.
CTC: D180405826_1, D180815743-2.

Signed on behalf of SATRA:



Daniel Cotter



Austin Simmons

Date first issued: 04/09/2018

Date of issue: 04/09/2018

Expiry date: 04/09/2023

TERMS AND CONDITIONS

The following conditions apply in addition to SATRA's standard terms and conditions of business and those given in the current certification agreement.

The certificate holder is licensed to mark the products detailed within this certificate in accordance with Annex V (Module B) of the Regulation (EU) 2016/425 of the European Parliament and of the council of 9th March 2016 on personal protective equipment once you have drawn up an EU declaration of product conformity. Please note:

1. Where the product is classified as category III then CE Marking of production is reliant on current compliance with Regulation 2016/425 module C2 or Module D. (Except that specifically produced to fit an individual user).
2. Full details of the certification and product are contained within the manufacturer's technical documentation.
3. Where a translation of this certificate exists, the English language version shall be considered as the authoritative text.
4. Certification is limited to production undertaken at the sites listed in the manufacturers technical documentation.
5. Ongoing manufactured product shall be consistent with the product(s) certified and listed on this certificate.
6. The Manufacturer shall inform SATRA of any changes to the certified product or technical documentation.
7. This certificate shall be kept together with the relevant technical documentation in a safe place by the client named on this certificate. Production of this certificate and other documentation may be required by a representative of the EC member state government.
8. This certificate relates only to the condition of the testable items at the time of the certification procedure and is subject to the expiry date shown.
9. SATRA Technology reserves the right to withdraw this certificate if it is found that a condition of manufacture, design, materials or packaging have been changed and therefore no longer comply with the requirements of Regulation 2016/425.

Customer details: Zennar Ltd
Bokenver Farm
St Martin By Looe
Cornwall
PL13 1PA

SATRA reference: CHT0271507 /1822

Your reference: Brightboot

Date of report: 17 August 2018

Samples received: 30 May 2018

For the attention of: Marcus Aldred

Date(s) work carried out: 1 June to 15 August 2018

TECHNICAL REPORT

Subject: Full testing to EN ISO 20345:2011 of men's safety boot ref.as Brightboot.

Please see the photos on the next page:

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 \neq 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.

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 for a confidence level of approximately 95%.

Report signed by: Aidan Bailey
Position: Research Technologist
Department: China Testing

WORK REQUESTED

Samples described as safety boot ref.as rightboot were received by SATRA on 30th May 2018 for testing in accordance with EN ISO 20345:2011.

SAMPLE SUBMITTED



Samples described as safety boot ref.as Brightboot

TESTING REQUESTED

EN ISO 20345:2011 Personal protective equipment-Safety footwear

CONCLUSION

The samples described as safety footwear were found to pass the relevant requirements of EN ISO 20345:2011.

TEST	RESULT
EN ISO 20345: 2011 Clauses 5.2.2 & 5.2.3 (Design)	PASS
EN ISO 20345: 2011 Clause 5.3 (Whole Footwear)	PASS
EN ISO 20345: 2011 Clause 5.4 (Uppers)	PASS
EN ISO 20345: 2011 Clause 5.5 (Linings)	PASS
EN ISO 20345: 2011 Clause 5.6 (Collar & Tongue)	PASS

EN ISO 20345: 2011 Clause 5.7 (Insole and Insock)	PASS
EN ISO 20345: 2011 Clause 5.8 (Outsoles)	PASS
EN ISO 20345: 2011 Clause 6 (Additional requirements)	PASS

Detailed results are included on the following page(s)

TESTING OF SAFETY FOOTWEAR REF.BRIGHTBOOT AGAINST EN ISO 20345: 2011

INTRODUCTION

Purpose of testing	Testing in support of EU Type Examination
Sample reference	Brightboot
Sample description:	Safety footwear
Last number/reference:	
Toecap reference:	Composite resin SYL2
Protective midsole (where applicable):	Boan Kevlar "Dynaflex"
Outsole:	Rubber SY8107
Designation code:	EN ISO 20345: 2011 S5 HI WR SRA Class II
Design:	B,C & D
Footbed Type (Option):	P.U + conductive thread

Uncertainty of Measurement

Note 1

With the exception of the tests marked ∞, uncertainty of measurement (UoM) has been taken into account in assessing the performance of the each of the three sizes of footwear against the requirements of the standard. The assessment codes given with the results have the following meanings:

"P" indicates that the footwear sample passed the relevant requirement by a margin greater than the UoM.
 "#" indicates that the footwear sample passed the requirement by a margin less than the UoM and, therefore if UoM is taken into account, the result may be considered to fail the requirement.
 "F" indicates that the footwear sample failed the requirement before taking UoM into account.

Uncertainty values are based on a standard uncertainty multiplied by a coverage factor $k = 2$, which provides a confidence level of approximately 95%.

Test samples were conditioned at $23 \pm 2^\circ\text{C} / 50 \pm 4\% \text{RH}$ for at least 48 hours prior to testing

Section A: Physical Test Results

Tests identified in Section A of this report were conducted at SATRA's Footwear Laboratory in Dongguan, China.

EN ISO 20345: 2011 Whole footwear					
Clause in EN ISO 20345:2011	Specification requirements	Sample	Result	Sample result	Final result
Reference and description	Brightboot				
≠ Height of upper (Ankle boot) (5.2.2)	Size UK 5 ≥ 105mm Size UK 8 ≥ 113mm Size UK12 ≥ 121mm	Size:UK5 Size: UK8 Size: UK12	L: 115mm L: 120mm L: 123mm	P P P	PASS
≠ Height of upper (Half-knee boot) (5.2.2)	Size UK 5 ≥ 165mm Size UK 8 ≥ 178mm Size UK12 ≥ 192mm	Size:UK5 Size: UK8 Size: UK12	L: 241mm L: 238mm L: 232mm	P P P	PASS
≠ Height of upper (Knee-height boot) (5.2.2)	Size UK 5 ≥ 260mm Size UK 8 ≥ 280mm Size UK12 ≥ 300mm	Size:UK5 Size: UK8 Size: UK12	L: 368mm L: 368mm L: 362mm	P P P	PASS
≠ Seat region (5.2.3)	The seat region should be closed	Size:UK5 Size: UK8 Size: UK12	No hole No hole No hole	P P P	PASS
≠ Toe protection General (5.3.2.1)	Toecaps shall be incorporated in such a way that they cannot be removed without damaging the footwear	Size:UK5 Size: UK8 Size: UK12	Present and cannot be removed without damaging the footwear	P P P	PASS
	Toecaps shall have an edge covering extending from the back edge of the toecap to at least 5 mm beneath it and at least 10 mm in the opposite direction	Size:UK5 Size: UK8 Size: UK12	7.0mm/14.0mm 7.5mm/14.5mm 8.0mm/15.0mm	P P P	PASS
≠ Toe protection General (5.3.2.1)	Scuff-resistant coverings for the toe region shall be not less than 1 mm in thickness, if present.	Size:UK5 Size: UK8 Size: UK12	3.05mm 3.52mm 3.62mm	P P P	PASS
∞ Slip resistance on ceramic tile floor with sodium lauryl sulphate solution (5.3.5.2)	Condition A (forward heel slip): ≥0.28 Condition B (forward flat slip): ≥0.32	Size:UK5 Size: UK8 Size: UK12	A: 0.44 B: 0.42 A: 0.44 B: 0.40 A: 0.45 B: 0.41	P P P P P P	PASS

EN ISO 20345:2011 Whole footwear							
Clause in EN ISO 20345	Specification requirements	Sample	Result			Sample result	Final result
Reference and description		Brightboot					
Clause 5.3.4 Specific ergonomic features							
Wearer 1	Wearer foot size: UK5	Footwear size assessed: UK5					
Wearer 2	Wearer foot size: UK8	Footwear size assessed: UK8					
Wearer 3	Wearer foot size: UK12	Footwear size assessed: UK12					
≠Specific Ergonomic features (5.3.4)	1. Is the inside surface of the footwear free from rough, sharp or hard areas that cause irritation or injury to the wearer?	Wearer 1 Wearer 2 Wearer 3	yes yes yes			P P P	PASS
	2. Is the footwear free from features that make the footwear hazardous?	Wearer 1 Wearer 2 Wearer 3	yes yes yes			P P P	
	3. Can the fastenings be adequately adjusted?	N/A	N/A			N/A	
	4. Can the following be performed without problems:	Wearer 1 Wearer 2 Wearer 3	(4.1) Walking ?	(4.2) Climbing stairs?	(4.3) Kneeling/ crouching?	P P P	

NB Question 4.3 is not applicable if footwear is rigid in accordance with ISO 20344: 2011 Clause 8.4.1

EN ISO 20345: 2011 Upper							
Clause in EN ISO 20345:2011	Specification requirements	Sample	Result		Sample result	Final result	
Reference and description		Upper (brightboot)					
≠Thickness (5.4.2)	≥ 1.50mm	Size:UK5 Size: UK8 Size: UK12	5.72mm 5.54mm 5.73mm		P P P	PASS	
≠Tensile property (5.4.4)	≥ 180N (Fabric upper)	Size:UK5 Size: UK8 Size: UK12	306.6N 286.2N 263.4N		P P P	PASS	
≠Tensile property (5.4.4)	≥ 180N (Rubber upper)	Size:UK5 Size: UK8 Size: UK12	435.9N 495.6N 411.2N		P P P	PASS	

EN ISO 20345: 2011 Vamp and quarter lining					
Clause in EN ISO 20345:2011	Specification requirements	Sample	Result	Sample result	Final result
Reference and description Lining (brightboot)					
≠Abrasion resistance (5.5.2)	No holes before 51,200 cycles dry and before 25,600 cycles wet. (Used as seat region lining)	Size:UK5 Size: UK8 Size: UK12	Dry: No holes; Wet: No holes Dry: No holes; Wet: No holes Dry: No holes; Wet: No holes	P P P	PASS

EN ISO 20345: 2011 Insole and insock					
Clause in EN ISO 20345	Specification requirements	Sample	Result	Sample result	Final result
Reference and description Brightboot					
Clause 5.7 Insole					
≠Thickness (5.7.1)	≥2mm	Size:UK5 Size: UK8 Size: UK12	4.5mm 4.8mm 5.0mm	P P P	PASS
≠Water absorption and desorption (5.7.3)	Water abs: ≥ 70mg/cm ² Water des: ≥ 80% of the absorbed water	Size:UK5 Size:UK8 Size:UK12	Water Absorption: 76.4mg/cm ² Water Desorption: 100% Water Absorption: 127.8mg/cm ² Water Desorption: 100% Water Absorption: 100.9mg/cm ² Water Desorption: 100%	P P P P P P	PASS
≠Abrasion resistance (5.7.4.2)	No holes before 25,600 cycles dry and before 12,800 cycles wet	Size:UK5 Size: UK8 Size: UK12	Dry: No holes; Wet: No holes Dry: No holes; Wet: No holes Dry: No holes; Wet: No holes	P P P	PASS

EN ISO 20345: 2011 Outsole					
Clause in EN ISO 20345:2011	Specification requirements	Sample	Result	Sample result	Overall result
Reference and description Brightboot					
≠Thickness (5.8.1.1)	d1 ≥ 3 mm d2 ≥ 4 mm d3 ≥ 6 mm	Size:3	d1: 7.1mm; d2: 5.2 mm; d3: 9.5 mm	P	PASS
		Size:8	d1: 7.3mm; d2: 5.4 mm; d3: 11.4 mm	P	
		Size:13	d1: 7.4mm; d2: 6.3 mm; d3: 11.1 mm	P	
≠Cleated area (5.8.1.2)	Forepart ≥0.45L, heel part ≥0.25L Cleats are open to side	Size:5	Forepart ≥0.49L, heel part ≥0.33L Forepart ≥0.49L, heel part ≥0.33L Forepart ≥0.49L, heel part ≥0.33L Cleats are open to side	P	PASS
		Size:8		P	
		Size:12		P	
≠Tear strength (5.8.2)	≥8.0N/m for a material with a density higher than 0.9 g/cm ³	Size:5	11.8N/mm 8.5N/mm 11.5N/mm Density: 1.127g/cm ³	P	PASS
		Size:8		P	
		Size:12		P	
Abrasion resistance (5.8.3)	Volume loss ≤250mm ³	Size:5	109.3mm ³ 122.8mm ³ 119.4mm ³	P	PASS
		Size:8		P	
		Size:12		P	
≠Flexing resistance (5.8.4)	cut growth shall be not greater than 4 mm before 30000 flex cycles	Size:5	Cut growth:0.4mm Cut growth:0.5mm Cut growth:2.0mm	P	PASS
		Size:8		P	
		Size:12		P	

EN ISO 20345:2011 Additional requirements for whole footwear					
Clause in EN ISO 20345	Specification requirements	Sample	Result	Sample result	Final result
Reference and description Brightboot					
Determination of penetration force (6.2.1.1.2)	Test nail shall not protrude through the test piece after using a test force of 1100N	Size:UK5 Size: UK8 Size: UK12	L,R: No penetration L,R: No penetration L,R: No penetration	P P P	PASS
Insert construction (6.2.1.2)	The insert shall not lie above the flange of the safety toecap and shall not be attached to it.	Size:UK5 Size: UK8 Size: UK12	Conformity	P P P	PASS
≠Insert dimensions (6.2.1.3)	Distance X ≤ 6.5mm Distance Y ≤ 17mm Maximum three holes ≤ 3mm diameter and not in shaded area 1	Size:5 Size:8 Size:12	L:X=0mm, Y=0mm R:X=0mm, Y=0mm L:X=0mm, Y=0mm R:X=0mm, Y=0mm L:X=0mm, Y=0mm R: X=0mm, Y=0mm No hole	P P P	PASS
≠Flex resistance of penetration resistant inserts (non-metallic) (6.2.1.4)	No visible signs of cracking or delamination after being subjected to 1,000,000 flexes	Size:UK5 Size:UK8 Size:UK12	No cracking or delamination No cracking or delamination No cracking or delamination	P P P	PASS
≠Antistatic footwear (6.2.2.2)	>100kΩ&≤1000 MΩ after dry and wet conditioning	Size:5 Size:8 Size:12	Dry: L:16.4 MΩ, R: 593KΩ Wet: L: 554 KΩ, R: 139 KΩ Dry: L: 1.04MΩ, R: 2.19MΩ Wet: L:187KΩ, R: 389MΩ Dry: L: 2.42MΩ, R: 2.04MΩ Wet: L: 357KΩ, R: 155KΩ	P P P P P P	PASS
≠Energy absorption of the seat region (6.2.4)	Energy absorbed shall be ≥20J	Size:5 Size:8 Size:12	L: 41.7J, R: 44.8J L: 45.0J, R: 42.4J L: 44.8 J, R: 43.9J	P P P	PASS
≠Resistance to hot contact (6.4.1)	Outsole shall not melt and shall not develop any cracks	Size:5 Size:8 Size:12	No melting, no cracking No melting, no cracking No melting, no cracking	P P P	PASS
≠Resistance to fuel oil (6.4.2)	Volume increase ≤12%	Size:5 Size:8 Size:12	Swell 0.4% Swell 1.1% Swell 1.3%	P P P	PASS

Section B:

Tests identified in Section B of this report were conducted at SATRA's Footwear Laboratory in Kettering, UK.

EN ISO 20345:2011 Additional requirements					
Clause in EN ISO 20345	Specification requirements	Sample	Result	Sample result	Overall result
<i>Reference and description</i> Brightboot					
EN ISO 20345:2011 Whole footwear					
Heat insulation of sole complex (6.2.3.1)	Temperature increase $\leq 22^{\circ}\text{C}$	Size: 5 Size: 8	R: 3.8°C L: 4.6°C	P P	Pass
Cold insulation of sole complex (6.2.3.2)	Temperature decrease $\leq 10^{\circ}\text{C}$	Size: 8 Size: 12	L: 7.3°C R: 10.6°C	P P	Pass
EN ISO 20345:2011 Uppers					
Clause in EN ISO 20345	Specification requirements	Sample	Result	Sample result	Overall result
<i>Reference and description</i> Brightboot					
Flexing resistance (5.4.5)	Rubber: No cracking before 125000 flexes	Size: 5 Size: 8 Size: 12	No cracking No cracking No cracking	P P P	Pass

Appendix 1: EN ISO 20345:2011 – Current Estimates of Uncertainty

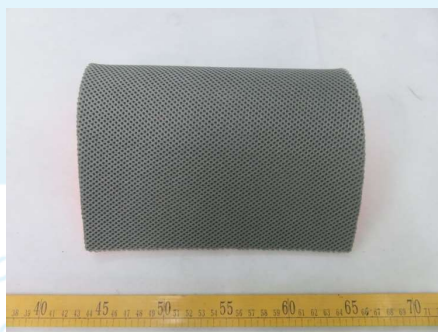
Clause	Description	Uncertainty of Measurement
5.2.1	Height of upper	$\pm 1.2\text{mm}$
5.2.2	Seat region	N/A – subjective assessment
5.3.2.1	Back edge covering of toecap Scuff resistant coverings	$\pm 0.6\text{mm}$ $\pm 0.2\text{mm}$
5.3.2.2	Internal toecap length	$\pm 0.1\text{mm}$
5.3.2.3	Impact resistance	$\pm 0.52\text{mm}$
5.3.2.4	Compression resistance	$\pm 0.162\text{mm}$
5.3.4	Special ergonomic features	N/A – subjective assessment
5.3.5	Slip resistance	± 0.044 for SRA on ceramic tile
5.7.1	Thickness	$\pm 0.3\text{mm}$
5.7.3	Water absorption of insole Water desorption of insole	$\pm 8.8\%$ $\pm 1.9\%$
5.8.1	Outsole thickness	$\pm 0.5\text{mm}$
5.8.2	Tear strength	$\pm 0.4\text{N/mm}$
5.8.3	Abrasion resistance	$\pm 12\%$
6.2.1.1	Penetration resistance of the sole	$\pm 9\text{N}$
6.2.1.2	Construction	N/A – subjective assessment

6.2.1.3	<i>Dimensional conformity of inserts</i>	±1.0mm
6.2.1.4	<i>Flexing resistance of inserts</i>	N/A – subjective assessment
6.2.1.5.2	<i>Penetration resistant non-metallic inserts</i>	±9N
6.2.2.2	<i>antistatic footwear</i>	±28.2%
6.2.4	<i>Energy absorption of seat region</i>	±0.3%
6.4.2	<i>Resistance to fuel oil</i>	±12%

Section C: Innocuousness Testing

Tests identified in Section C of this technical report were subcontracted to a chemical test facility accredited to ISO/IEC 17025: 2005 by CNAS.

SAMPLE PHOTO:



RESULTS:

Sample item	Sample Description	Location	Style
I001	Grey net fabric	-	-

AROMATIC AMINES (AZOCOLOURANTS) CONTENT (European Regulation (EC) No. 1907/2006 REACH, Annex XVII,

Item no. 43)

Test Method: Quantification by Gas Chromatography/Mass Spectrometry (GC/MS)
Additional chromatographic technique employed to confirm positive result by LC-MS

Test Parameter:		Aromatic Amines (Azocolourants)		
Maximum Allowable Limit :		Each 30 mg/kg		
Sample ID	Test Method	Detected Amine Number	Concentration (mg/kg)	Conclusion
I001	I	4,4'-diaminodiphenylmethane (101-77-9)	14	PASS

ND = Not Detected (Detection Limit = 5 mg/kg)

mg/kg = milligrams per kilogram

ppm = parts per million

NR = Not Requested

* = The specimen is a minor component. As only a reduced mass (< 0.5 g) could be used for the test the result may have a greater uncertainty due to lower material homogeneity

Amine No. = Refer to List of Banned Amines for the description of the detected Amine.

Test Method I = European Standard EN 14362-1:2017

Test Method II = European Standard EN 14362-3:2017

Test Method III= International Standard ISO 17234-1: 2015

Test Method IV= International Standard ISO 17234-2: 2011.

Remark: The list of aromatic amines in azo colorants is summarized in table of Appendix.
 The CAS-number 97-56-3 (no. 5) and 99-55-8 (no. 6) are further reduced to CAS-number 95-53-4 (no. 18) and 95-80-7 (no. 19), respectively.
 The colorant(s) of Test Item(s), that are able to form 4-aminoazobenzene, is (are) able to generate aniline and 1,4-phenylenediamine under the condition of Test Method.
 The absence of 4-aminoazobenzene is inferred by the absence of aniline and 1,4-phenylenediamine under the condition of Test Method.

Tested part(s) was/were specified by client.

RESULTS:

LIST OF BANNED AMINES Specified Amines		
Number	Chemical Name	CAS Number
1.	4-aminobiphenyl	92-67-1
2.	Benzidine	92-87-5
3.	4-chloro-o-toluidine	95-69-2
4.	2-naphthylamine	91-59-8
5.	o-aminoazotoluene	97-56-3
6.	5-nitro-o-toluidine	99-55-8
7.	4-chloroaniline	106-47-8
8.	4-methoxy-m-phenylenediamine	615-05-4
9.	4,4'-diaminodiphenylmethane	101-77-9
10.	3,3'-dichlorobenzidine	91-94-1
11.	3,3'-dimethoxybenzidine	119-90-4
12.	3,3'-dimethylbenzidine	119-93-7
13.	4,4'-methylenedi-o-toluidine	838-88-0
14.	p-cresidine	120-71-8
15.	4,4'-methylene-bis-(2-chloro-aniline)	101-14-4
16.	4,4'-oxydianiline	101-80-4
17.	4,4'-thiodianiline	139-65-1
18.	o-toluidine	95-53-4
19.	4-methyl-m-phenylenediamine	95-80-7
20.	2,4,5-trimethylaniline	137-17-7
21.	o-anisidine	90-04-0
22.	4-amino azobenzene	60-09-3

*** End of Report ***

TERMS AND CONDITIONS FOR THE SALE OF GOODS AND/OR THE PROVISION OF SERVICES

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 statute relating thereto are, to the maximum extent permitted by law, hereby excluded.
- 1.2 SATRA Technology Services (Dongguan) Limited (东莞赛卓检测技术有限公司), 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 instructions (hereinafter termed the "Client"). Each also known individually as a Party, or jointly as Parties.
- 1.3 These terms and conditions will apply to any Contract between SATRA and the Client to the exclusion of any other terms which the Client may seek to impose or which may be implied by trade, custom, practice or course of dealings.
- 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:
 - 1.5.1 "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
 - 1.5.2 "Services" are the work or services to be supplied or performed under the Contract (including, where relevant the supply of software, components and consumables); and
 - 1.5.3 "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); and
 - 1.5.4 "PRC" means the People's Republic of China.
- 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 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 credit then payment terms are net 21 days from date of invoice, unless otherwise specified and may require part payment prior to delivery of the Services or Goods. In the event of the Client failing to make 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 overdue payments 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 shall not be obliged to start working on the provision of the Goods or Services 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. Although SATRA will try to provide an estimate of such expenses these may change as a result of circumstances out 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 acknowledgement. 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 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. Payments 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 collect unpaid fees, including court action. All 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 entry 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 proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any report (including any deliverables provided by SATRA to the Client) and the provision of the Services to the Client.
- 3.5 All intellectual property rights in any software supplied to the Client shall belong to SATRA or SATRA's licensors.
- 3.6 With respect to the sale of SATRA Timeline, SATRASUMM and SATRA Visionsitch, provided that the Client is a member of SATRA and has paid its annual Smartcare fee then the Client will be entitled to use the software for its own internal use and will be entitled to receive minor software upgrades and fixes. SATRA may however terminate the supply of software upgrades and fixes for older versions of software which it no longer considers viable to support. The Client's rights to use the software and receive software upgrades and fixes will terminate if the Client has not paid its annual Smartcare fee. Major upgrades are not included within the entitlement to upgrades but may be offered by SATRA from time to time for an additional fee.
- 3.7 SATRA shall observe all statutory provisions with regard to data protection. To the extent that SATRA processes or gets access to personal data in connection with the Services or otherwise in connection with this Contract, it shall take all reasonable technical and organisational measures to ensure the security of such data (and guard against unauthorised 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 a charge will usually be 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 completing the Services, then SATRA will be entitled to cancel or reschedule the delivery of Goods or Services at its discretion. In the event of cancellation SATRA will be entitled to retain all 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 comply with its 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 as it sees fit on the basis of such reports and findings. 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 or not taken on the basis of such findings and reports, nor for any incorrect results arising as a result of unclear, erroneous, incomplete, misleading or false information provided to SATRA.
- 5.2 Nothing in these terms and conditions shall limit or exclude SATRA's liability for:
 - 5.2.1 death or personal injury caused by its negligence or the negligence of its employees or agents;
 - 5.2.2 fraud or fraudulent misrepresentation; or
 - 5.2.3 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 total amount of fees for the Services or 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 RMB500,000 whichever is the lower figure.

6. MISCELLANEOUS

- 6.1 If any one or more provisions of these terms and 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 thereby.
- 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's 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 until paid 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 To the extent permitted by applicable laws and regulations, 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 deliverables 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 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 and conditions and the basis on which SATRA undertakes testing, reporting and advising. The Client shall indemnify SATRA for any failure to do so.
- 7.4 The service deliverables referred to in clause 7.1 are submitted to the Client as confidential documents. Confidentiality shall continue to apply after completion of the business, but shall cease to apply to 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 a Contract shall be effective unless it is in writing, expressly stated to amend the 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 that 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 receipt, by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within 21 days, the terms of clause 9.3 shall apply.
- 9.3 Should the mediation fail, in whole or in part, either party may, upon giving written notice, refer the dispute to the Shenzhen Court of International Arbitration for arbitration in accordance with its rules of arbitration then in force. The place of arbitration shall be Shenzhen. The number of arbitrators shall be one. Unless agreed otherwise, the language used for the arbitration shall be English and Chinese and each Party shall have the right to have its own interpreters and legal advisors present throughout the arbitration. The arbitral award shall be final and binding upon the Parties and the Parties agree to be bound thereby and to act accordingly. Application may be made to any court having jurisdiction for judicial acceptance of the award and an order of enforcement and execution.
- 9.4 Unless specified otherwise in a Contract, the laws of the PRC shall govern the interpretation of a Contract.

TERMS AND CONDITIONS FOR THE SALE OF GOODS AND/OR THE PROVISION OF SERVICES

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 proforma invoice if required, full information and samples to enable SATRA to proceed. While SATRA will make every effort to fulfil them, such estimates are subject to unforeseen events and if not achieved, 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 or confirm that the service has been undertaken. The Client agrees that unless otherwise agreed SATRA is not responsible for the condition or calibration of any equipment unless 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.

Where the nature of the samples or the Services undertaken results in specialist disposal then SATRA reserves the right to pass the cost of such disposal onto the Client.

Storage for longer periods may be possible only if agreed in advance and may incur a storage charge payable by the Client.

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.

- 10.7 Where SATRA receives documents reflecting engagements between the Client and third parties or documents belonging to third parties, such documents shall be considered as being for information only and shall not release the Client from any or all obligations to SATRA.
- 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 The Client acknowledges that SATRA by providing the Services, neither takes the place of the Client or any third party or releases them from any of their obligations.

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 samples submitted to SATRA or on site visits made by SATRA.
- 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 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 as recorded by SATRA upon dispatch shall be evidence of the Goods received by the Client unless the Client can provide conclusive evidence to the contrary.
- 12.4 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. 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 to the value of the Goods not delivered.
- 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 used. 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 take 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 risk 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 mode of transport which is agreed by SATRA and the Client.
- 13.2 The Company shall not accept responsibility for loss or damage in transit unless:
- 13.2.1 In the case of sales where delivery of Goods is made in the PRC, 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; or
- 13.2.2 in all other cases the Client notifies SATRA on the non-arrival or damage in transit within a reasonable period of time as determined by SATRA.
- 13.3 Title to the Goods shall not pass to the Client until the earlier of when:-
- 13.3.1 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; and
- 13.3.2 the Client resells the Goods in accordance with clause 13.5 in which case title shall pass to the Client immediately before the time at which the resale by the Client occurs.

- 13.4 Until ownership of Goods has passed to the Client, the Client shall:

- 13.4.1 hold the Goods as SATRA's bailee;
- 13.4.2 store the Goods (at no cost to SATRA) separately from all other goods belonging to the Client or any third party in such a way that they remain readily identifiable as SATRA's property (including where the Goods have been sold to a 3rd party);
- 13.4.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- 13.4.4 maintain the Goods in satisfactory condition and keep them insured on SATRA's behalf for their full price against all risks to the reasonable satisfaction of SATRA. The Client shall obtain an endorsement of 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.
- 13.5 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 2.6 then without limiting any other right or remedy SATRA may have:
- 13.6.1 the Client's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- 13.6.2 SATRA may at any time require the Client to deliver up all Goods in its possession that have not been resold or irrevocably incorporated into another product; and
- 13.6.3 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 a 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 any Patent, Registered Design, Trade Mark or Copyright by the use of or sale of any article or material supplied to the Client. If its use is impossible without infringement of a Patent, Registered Design, Trade Mark or Copyright published at the date of a 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 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:
- 16.1.1 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
- 16.1.2 SATRA is given a reasonable opportunity of examining such Goods; and
- 16.1.3 the Client (if asked to do so by SATRA) returns such Goods to SATRA's place of business,
- then SATRA will, at its option, 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.
- 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:
- 16.6.1 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
- 16.6.2 the Client authorises or carries out any repair or replacement of any Goods without first affording SATRA a reasonable opportunity to replace or repair them; or
- 16.6.3 the Client has breached any of the terms of the Contract under which the Goods were supplied; or
- 16.6.4 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 redress from the manufacturer or supplier thereof provided that:
- 16.7.1 SATRA shall not be obliged to take any step to attempt to obtain such redress 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;
- 16.7.2 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 Except 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 – May 2017