SATRA Technology Europe Ltd
Bracetown Business Park
Clonee,
D15 YN2P, Ireland.
Tel: Tel: +00353 (0) 14372484
email: info@satra.com
www.satraeurope.com

Application and certification agreement for EU Type-Examination against Regulation 2016/425

Applicant Details			
Company name:	H.P. Valdal A/S		
Address:	Engager 9		
	Broendby		
		Postcode:	DK-2605
Telephone:	0045 44840233	Email:	ad@valdal.dk
Contact:	Anne Dorthe Groskopf	Position:	Marketing manager

Manufacturing details of the final product: (if different from applicant listed above)	
Name of company:	**Location:**

Category III products only (as defined in article 18 of the PPE Regulation 2016/425

Conformity to Type (tick as applicable)	Module C2 ☐	Module D ☐
Contact details of Notified Body carrying out the activities	SATRA Technology	

Are certificates required in a language other than English?	If yes please state languages required – additional price on application

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Product Identification		
Product Code (1)	Product Description	Product Standard (s) (2)
99872330	Facial visor for protection against e.g. Covid-19	EN166

Notes	
(1)	The codes by which products can be uniquely identified – may be a group of products.
(2)	The product standard to which Certification is sought. If a harmonised standard does not exist or has not been fully implemented or is not being used to demonstrate conformance with EU Regulation 2016/425, cross reference should be made to the section of the technical file where this has been documented along with the justification for this decision.

DECLARATIONS	
1	I hereby declare that an application for Type Examination Certification in respect of this/these product(s) has NOT been made to any other Notified Body under the terms of EU Regulation 2016/425.
2	I undertake to provide free of charge as many samples as may be required to establish conformance of those products to which this application refers.
3	I confirm that samples comply with Annex II Clause 1.2 of EU Regulation 2016/425 - Innocuousness of PPE.
4	I confirm that I have read, understood and agree to abide by the content of the SATRA Certification Agreement included as appendix 1 of this document.
5	I hereby declare that SATRA have not been involved in the design process for the products listed above.
6	On receipt of an EU Type Examination certificate from SATRA I agree draw up an EU declaration of conformity for the PPE (as per Regulation (EU) 2016/425 Annex IX) and provide with the PPE either a copy of this or the internet address at which it can be found.

For and on behalf of:	H.P. Valdal A/S		
Authorised Signatory:		Date:	22/7-2020
Please Print Name:	Anne Dorthe Groskopf	Position:	Marketing Manager

Please return the completed Application Form, together with a copy of your technical file to:

SATRA Technology Europe Limited at the address given above or by email to your SATRA assessor.

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Appendix 1 – Certification agreement

1. General

1.1 By signing the Application Form (PPE Doc 3), the applicant (hereafter known as the 'Client') shall accept the application and Certification Agreement (PPE Doc 2) as a legally binding contract between SATRA Technology Europe Ltd (hereafter referred as 'SATRA') and the 'Name of company' as stated in the 'Applicant Details' on Page 1 of the Application Form (PPE Doc 2).

1.2 EC or EU Type Examination work will not be carried out for any Client until a fully completed and signed Application Form (and Certification Agreement) has been received by SATRA.

a) and or reinstatement of a certificate
b) Reassessment due to changes in the management system or products certified
c) Compliance with any subpoena for documents or testimony relating to activities undertaken by SATRA

2. Client Responsibilities

The Client shall:

2.1 Undertake to pay all agreed fees and costs charged in conjunction with this application and where applicable to provide free of charge any samples required for testing purposes.

Additional fees may be incurred for work not included within the quote provided and for work required where non-conformances are identified. These may include, without limitation, costs arising from:

d) Repeats of any part of the certification, due to the registration procedures and rules not being met
e) Additional work due to suspension, withdrawal and or reinstatement of a certificate
f) Reassessment due to changes in the management system or products certified
g) Compliance with any subpoena for documents or testimony relating to activities undertaken by SATRA

2.2 Inform SATRA, without delay, of any changes that may affect its ability to conform with the certification requirements, including changes significantly affecting the product's design or specification, or changes in the standards to which compliance of the product is relevant, or in the case of any other information indicating that the product may no longer comply with the requirements of the certification scheme.

NOTE: Examples of changes may include the following:

- the legal, commercial, organisational status or ownership,
- organisation and management (e.g. key managerial or technical staff),
- modifications to the product or the production method,
- contact address and manufacturing sites,
- major changes to the quality management system.

Where changes have taken place, the Client shall not release CE-marked products until the appropriate changes to the certified product, as agreed by SATRA and the Client, have been implemented.

2.3 Where applicable, provide access to certified products for surveillance activities.

2.4 Ensure that the certified product shall continue to fulfill the requirements of the product certification (e.g. levels or classifications achieved as part of the certification process).

2.5 Make all necessary arrangements for:

a) the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and the Client's subcontractors;
b) the investigation of complaints;
c) the participation of observers, if applicable.

2.6 Provide any applicable information regarding known or potential hazards likely to be encountered by SATRA personnel as a result of handling or coming in to contact with submitted samples or during visits in order to allow SATRA to comply with Health and Safety legislation

2.7 Take all steps necessary to ensure that the manufacturing process, including the final inspection of PPE and tests, ensures the homogeneity of production and the conformity of PPE with the type described in the Type Examination Certificate and with the relevant basic requirements of the PPE Directive or Regulation as applicable.

2.8 Ensure that any claims regarding certified products are consistent with the scope of product certification with respect to the identification of:

a) the product(s), process (es) or services(s) for which the certification is granted;
b) the applicable certification scheme; and,
c) the standard(s) and other normative document(s) (including date of publication) to which the product(s); process(es) or service(s) has been judged to comply.

2.9 Not use its product certification in such a manner as to bring SATRA into disrepute and does not make any statement regarding its product certification that SATRA may consider misleading or unauthorised.

2.10 Upon suspension, withdrawal, or termination of certification, the Client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure.

2.11 Only provide copies of the certification documents to others, if the documents are reproduced in their entirety.

2.12 In making reference to its product certification in communication media such as documents, brochures or advertising, the Client complies with the requirements of SATRA or as specified by the certification scheme.

2.13 Comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product. These being:

2.13.1 The CE Mark can only be applied to stationery and publicity material which relates to the products for which certification has been granted. This can include the internet, brochures, advertisements etc. We would advise any Client to contact us prior to printing if there is any doubt regarding the intended use. The misuse of the CE or other marks could result in the issue of a requirement to withdraw offending items.

2.13.2 Where possible the minimum height of the CE mark must be no less than 5mm and shall only be increased in proportion.

2.13.3 The CE or other mark may not be used in any way that may be interpreted as misleading nor shall the client make any misleading statements regarding its certification

2.13.4 The use of SATRA's Notified Body number after the CE mark is restricted to those products defined as Complex design or Category III Products and where SATRA is responsible for Article11B or Module C2 or Module D. However, it may be used on user information of all certified products as a means of identifying SATRA as the type approval body and or article 11, Module C2 or D body.

2.13.5 Upon suspension or withdrawal of its certification, The Client shall discontinue its use of the CE mark as directed by SATRA and shall amend all advertising matter when the scope of registration has been reduced. The Client shall ensure that the CE or other marks are not used in such a manner that would bring SATRA into disrepute and lose public trust.

2.14 Uses certification only to indicate that products are certified as being in conformity with specified standards.

2.15 Shall confirm that the samples submitted for any testing required as part of the certification process shall be representative of the product to be certified in respect of all its characteristics taken together, and be made from production tools and assembling methods used for the production run.

2.16 Retains a record of all non-conformities and complaints relating to certification requirements of the certified product(s) and makes these records available to SATRA when requested, and:

a) takes appropriate action with respect to such complaints about any deficiencies found in products that affect compliance with the requirements for certification;
b) documents the action taken.

2.17 Retain the EC or EU Certificate of Conformity (or a copy of it) for a minimum of 10 years after the product to which it relates is last placed on the market

3. SATRA Responsibilities

3.1 SATRA shall inform the Client of any changes that may affect the validity of the product certification.

3.2 After confirming the acceptance of the application, the SATRA Assessor shall discuss and agree with the Client the responsibility for carrying out the various tasks according to the requirements of Annex II of EC Directive 89/686/EEC or Annex II of EU Regulation 2016/425 as applicable. Where testing is required this shall be carried out in accordance with SATRA Technology Centre Limited's ISO 17025 Quality system and procedures. SATRA reserves the right to sub-contract testing, where this is required then this shall be agreed with the Client.

3.3 SATRA shall carry out the certification process against an agreed product standard (s) or specification (s) where possible. The normal route shall be to use an English language version of the appropriate European Harmonised standard. National forewords to such standards will not normally be taken into account unless specifically requested by the Client. Other standards or technical specifications may be used, where this is deemed necessary then it shall be by mutual agreement with the Client. Whichever option is chosen it shall satisfy all the relevant requirements of the PPE Directive, including any amending directives or the PPE Regulation as applicable. This shall also include appropriate test data to demonstrate that the materials used to construct the products do not contain substances that may cause harm and that they are in compliance with the current requirements of all applicable product standards as well as the current version of Annex XVII of the EU REACH Regulation (1907/2006).

3.4 SATRA shall retain copies of technical files for a minimum of 10 years after the product is last placed on the market and/or the EC or EU Type Examination certificate is cancelled, withdrawn or expires, whichever comes sooner. These shall be made available to the Surveillance Authorities upon demand.

3.5 Where re issue of an existing certificate is requested, the Assessor shall send the Client an appropriate application form for completion and return. On return of the completed application form, the Assessor shall make a decision on whether reduced Certification Procedures may be undertaken and shall document the decision.

3.6 Where an extension to an existing certificate is requested, the Assessor shall send the Client an appropriate application form for completion and return.

3.7 Where SATRA becomes aware that a registered Client has misused a certificate, schedule, logo or accreditation mark, the Client shall be required to ensure that the misuse is rectified. Incorrect references to the certification system or misleading use of information found in advertisements, catalogues etc. shall be dealt by suitable means including corrective action, publication of the transgression and, if necessary, legal action.

3.8 Suspension, termination and withdrawal of certificates

3.9.1 Where a certificate is suspended, terminated or withdrawn then the Client has the right to appeal. The appeal shall be received in writing, by the Product Certification Manager, within twenty-eight working days of the Client having being informed of the intention to suspend, withdraw or terminate the certificate.

3.9.2 The outcome of an appeal shall be final and binding on both parties and no counter claim by either party shall be accepted. Where an appeal is successful, the Clients costs may be reimbursed at the discretion of the Product Certification Coordination Committee.

3.9.3 Suspension of certificates

3.9.3.1 A Clients EC or EU Type Examination Certificate may be suspended for the following reasons:

- Contravention of SATRA's rules and regulations relating to product certification;
- Where effective corrective action is not implemented within an agreed timescale against a major non-compliance found during a surveillance visit.
- Where significant non-homogeneity is highlighted during on-going surveillance.

3.9.3.2 SATRA shall inform the Client in writing that their certificate has been suspended, the reason(s) for the suspension and the actions required to reinstate the certificate.

3.9.3.3 If product certification is reinstated after suspension, SATRA shall make all necessary modifications to formal product certification documents, public information, authorisations for use of marks, etc., in order to ensure all appropriate indications, exist that the product continues to be certified.

3.9.3.4 If a decision to reduce the scope of product certification is made as a condition of reinstatement, SATRA shall make all necessary modifications to formal product certification documents, public information, authorisations for use of marks, etc., in order to ensure the reduced scope of product certification is clearly communicated to the Client and clearly specified in product certification documentation and public information.

3.9.4 Withdrawal or termination of certificates

3.9.4.1 A certificate shall be withdrawn or terminated 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 the Directive or Regulation as applicable.
- The Client fails to settle their financial obligations to SATRA,
- The Client fails to effectively implement the actions agreed following the suspension of a certificate,
- Actions taken by the Client in the course of their business activities that would bring SATRA and / or the Product Certification Scheme into disrepute,
- The Client does not wish to continue with certification,
- The Client goes out of business.

3.9.4.2 SATRA shall inform the Client in writing that their certificate has been withdrawn or terminated, the reason(s) for the withdrawal or termination and any actions required.

3.9.4.3 SATRA shall inform the appropriate notifying authority when a Client's certificate has been withdrawn or terminated.

3.10 Confidentiality

3.10.1 The results of Product Certification activities shall be treated by SATRA as confidential. Results obtained shall only be passed to third parties with the permission of the Client that originally commissioned it, with the exception of requests from enforcement and surveillance authorities.

3.11 Complaints and Appeals

3.11.1 Upon receipt of a complaint or an appeal which relates to product certification activities, the SATRA Product Certification Coordinator or Manager or their nominated deputy shall deal with it in accordance with SATRA's complaints and appeals procedure.

3.1112 Where the complaint or appeal relates to the on-going conformity of a product certified by SATRA, it is possible that any agreed remedial actions may involve recalling non-compliant products in which case SATRA shall require documented evidence of such a recall.

3.11.3 Complainants raising issues regarding a) products not being CE-marked when they should be or b) EC or EU Type Examination certificates issued by other Notified Bodies shall be directed to the appropriate enforcement authority.

3.11.4 SATRA shall only accept written appeals received within twenty-eight days of the client being informed of the decision that gave rise to the appeal.

3.11.5 Full details of the SATRA Complaints and Appeals procedure are available on request.

3.12 SATRA shall retain in its archive for the period required by the relevant accreditation body all materials relating to the certificate. After which SATRA shall dispose of said materials unless instructed otherwise by the Client. All fees for carrying out such instructions will be invoiced to the Client.

4.0 SATRA Requirements

4.1 Any test reports submitted to SATRA in support of EC or EU type examination shall meet the following criteria:

a) The report shall be dated no earlier than 5 years (60 months) before the date of the signature on the SATRA application form for EC and/or EU type examination applications. Reports older than 5 years (60 months) will be rejected; in some cases, SATRA may accept reports that are more than 5years (60 months) old if the client is able to provide additional supporting documentation, such as more recent check test data;

b) Where not undertaken by SATRA, all testing and reporting shall be carried out by a laboratory considered as being competent to conduct the work. Accreditation of a laboratory to ISO 17025 by a National Accreditation Body that is recognised by UKAS (see ILAC website) for the work undertaken will be taken as evidence of competence as long as it can

also demonstrate that it has knowledge of, and access to, any appropriate recommendation for use sheets and guidance papers endorsed by the European Commission In the absence of such accreditation, a report will be accepted only when competence has been demonstrated to the satisfaction of SATRA, via an audit visit and, where judged necessary, check testing. Note, in either case if the laboratory is not a European Notified Body, SATRA may commission limited check testing on safety critical properties;

c) Innocuousness test data which has been requested in addition to that required by the main European Harmonised Standard or performance specification. These additional innocuousness tests (i.e. not detailed in the product standard) need not be carried out by SATRA or an ISO 17025 accredited facility but it will be necessary to submit actual test data (declarations of conformity are not acceptable).

d) Reports shall contain where possible the following information:

(i) sample references given in any test report shall be the same as those detailed in the technical file,
(ii) scanned or copied versions of a report may not be acceptable, in which case SATRA shall request that an original hard copy is provided,
(iii) reference to the manufacturer and manufacturing site(s),
(iv) identification of the organisation and personnel responsible for the test,
(v) identification of the product(s) in accordance with the relevant technical specification,
(vi) date(s) samples were received and the date(s) testing was undertaken,
(vii) details of samples received and the sampling procedure if applicable,
(viii) testing methods and procedures used according the relevant technical specification,
(ix) the results of all testing carried out, including analysis of these where relevant,
(x) registration number of the Notified Body (when relevant),
(xi) Signature of the person authorised to sign such test reports;

e) The Test Report shall indicate compliance of the product(s) with the relevant clauses of the harmonised standard (s).

4.2 Copies of all Test Reports used as part of the certification process must be sent to SATRA. Copies of Test Reports that form part of any on-going monitoring procedure should be retained by the manufacturer and made available on request.

4.3 All test reports submitted as part of the certification process shall, where applicable, include information relating to the use of uncertainty of measurement. When evaluating the suitability of results and reports SATRA will, where applicable to safety critical aspects of the product, take uncertainty of measurement into account on a worst case basis. SATRA reserves the right to reject reports where the uncertainty of measurement cannot be determined for those tests/properties deemed by SATRA to be safety critical.

4.4 Where a technical file is required as part of the certification process then it shall include at least the following:

a) name & address of the manufacturer;
b) name and address of the Authorised representative in the EU (if relevant);
c) full description(s) of the product(s) included within the technical file, including specifications, annotated drawings and comprehensive photographs of all styles;
d) full details of all materials and components used in the construction of the product (s) including specifications, and supplier details (name and postal address);
e) quality control procedures, and where appropriate, a copy of the ISO9001 certificate for the manufacturing site(s), this should include a description of the control and test facilities at the manufacturing site(s) that are in place in order to check compliance of production with the harmonized standards / technical specifications to ensure ongoing compliance;
f) details of proposed packaging and product marking, including label artwork;
g) copy (ies) of all applicable user information sheets, these shall comply with the requirements of the agreed product standard.
h) check list showing compliance with the applicable health and safety requirements, (Annex II of EC Directive 89/686/EEC or EU Regulation 2016/425 as applicable for PPE)
i) all applicable test reports, references to materials on submitted test reports must correspond with those in the material specifications.

4.4 SATRA reserves the right to request additional supporting documentation including further testing, where the certification process becomes protracted.

For more information, please contact:
E-mail: certification@satra.com
website: www.satra-certification.com

REGULATION (EU) 2016 /425
ANNEX III – TECHNICAL DOCUMENTATION FOR PPE

TECHNICAL FILE

REFERENCE NUMBER: STE0300539 2030

IN ACCORDANCE WITH ANNEX III OF PPE REGULATION (EU) 2016/425

COVERING COVID-19 RELATED EN 166 VISORS

CONTENTS

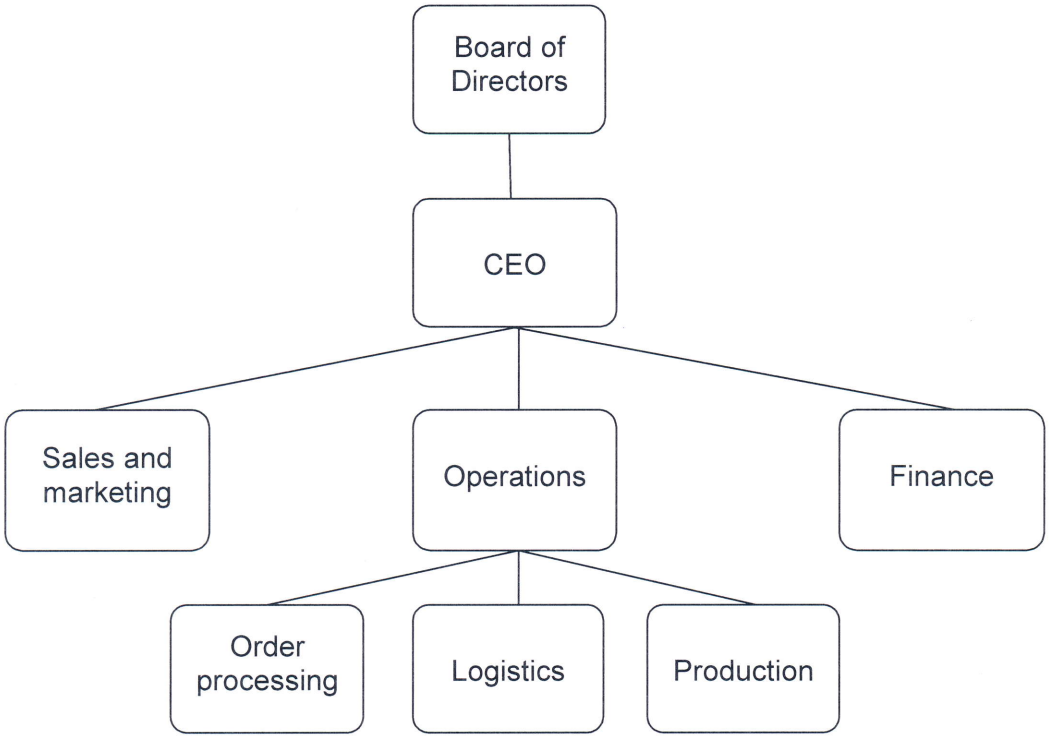
EXAMINED BY SATRA - DO NOT AMEND

REGULATION (EU) 2016 /425
ANNEX III – TECHNICAL DOCUMENTATION FOR PPE

SECTION 1 – COMPANY INFORMATION.

COMPANY STRUCTURE:

H.P. Valdal A/S is a private limited company founded in 1970 with primary focus on producing and delivering nametags to the meeting and event industry in the Nordics. H.P. Valdal today sells and produces a variety of products to the meeting industry. Several of these are based on semi-finished products purchased worldwide. At the company's site in Broendby these semi-finished products are adapted and modified in order to become complete products which serve the requirements and needs of the event industry. The company has a continuously high focus on delivering high quality products, which also takes into account the increasing climate challenges the world is facing. Thus, among other focus is on producing and assembling as much as possible locally.



REGULATION (EU) 2016 /425
ANNEX III – TECHNICAL DOCUMENTATION FOR PPE

STATEMENT OF END USE OF PPE:

Disposable or limited use COVID-19 related EN 166 visors to be supplied to non-NHS key workers in, public and private healthcare systems via distributors, retainers or supplied directly to the end users.

HARMONISED STANDARD(S) / SPECIFICATIONS TO BE APPLIED.

EN166:2001 clause 6 - Design
EN166:2001 clause 7.1.1 - Field of vision
EN166:2001 clause 7.1.2.1 - Refractive powers
EN166:2001 clause 7.1.2.2 - Transmittance
EN166:2001 clause 7.1.2.3 - Diffusion of light
EN166:2001 clause 7.1.3 - Quality of materials
EN166:2001 clause 7.1.5.1 - Stability at elevated temperature
EN166:2001 clause 7.1.7 - Resistance to ignition
EN166:2001 clause 7.2.4 - Droplets and splashes of liquids

DECLARATION OF INNOCUOUSNESS

Other than those specified on the user instructions, the products covered by this technical file are not known to contain any materials or substances (including decomposition products) likely to harm the health or hygiene of the user or other person likely to come into contact with the product.

Signed: 

Position: Marketing Manager

Date: 12/8/2020

SECTION 2 – PRODUCTION DETAILS

PRODUCTION SITE	
Address:	H.P. Valdal A/S, Engager 9, DK-2605 Brøndby
Products:	COVID-19 related EN 166 visor

SECTION 3 – RISK ASSESSMENT

What are the hazards?	What type of injury may occur?	Rate severity of hazard / injury?	What is the likelihood of the hazard or injury occurring?	Severity x likelihood rating	What design considerations are applied to mitigate the risk of injury	Which standard is being applied to assess the level of protection afforded?
Airborne liquid droplets of substances and mixtures of harmful biological agents	Contact of all or part of the body with substances, mixtures or biological agents which are hazardous to health that could cause illness	5	4	20	Use of liquid proof transparent materials	Complies with clauses: 6 Design, 7.1.1 Field of vision, 7.1.2.1 Refractive powers, 7.1.2.2 Transmittance, 7.1.2.3 Diffusion of light, 7.1.3 Quality of materials, 7.1.5.1 Stability at elevated temperature, 7.1.7 Resistance to ignition & 7.2.4 Droplets and splashes of liquids of EN 166:2001

EXAMINED BY SATRA - DO NOT AMEND

SECTION 4 – GROUP AND PRODUCT DESCRIPTIONS

Group Number / Product code	99872330
Product Standard	EN 166: 2001

Product code / name	**Product Description**
99872330	Disposable or limited use COVID-19 related EN 166 visors. The facial visor is a clear PET screen with a broad woven elastic band going round the head for automatic size adjustment. The visor has an oekotex foam to secure comfort on the forehead and is delivered assembled ready for use. The visors are available in One Size for Adults See the following appendixes for product details: *Appendix 4: "Front and Back view sketch"* *Appendix 6: Front photo* *Appendix 7: Side photo* *Appendix 8: Back photo* *Appendix 5: Product marking*

SECTION 5 – MASTER MATERIAL LIST

Material/ component	Supplier reference	Name of material supplier	Supplier Address including country	Test report
Visor	Optimont Visierfolie, 150 micron	Scandisales	Industriholmen 15A, DK-2605 DK-Broendby	SPC0297813/2019
Headband	Blondeelastik 23 mm B-3647-15-03/1013	Elas A/S	Industrivej Nord 1, Birk, DK-7400 Herning	Appendix 9
Foam	S25H Sortgrå - firk. 30-039925	Bramming Plast Industri	Vardevej 9, DK-6740 Bramming	SPC0297813/2019

SECTION 6 – COMPLIANCE WITH PPE REGULATION (EU) 2016/425 ANNEX II EHSR

The products covered by this technical file address the below clauses in Annex II of Regulation (EU) 2016/425 by complying with the following clauses of EN 166:2001

EN166:2001: 6 Design, 7.1.1 Field of vision, 7.1.2.1 Refractive powers, 7.1.2.2 Transmittance, 7.1.2.3 Diffusion of light, 7.1.3 Quality of materials, 7.1.5.1 Stability at elevated temperature, 7.1.7 Resistance to ignition & 7.2.4 Droplets and splashes of liquids

GENERAL REQUIREMENTS APPLICABLE TO ALL PPE

PPE must provide adequate protection against the risks against which it is intended to protect.

1.1. Design principles

1.1.1. Ergonomics: PPE must be designed and manufactured so that, in the foreseeable conditions of use for which it is intended, the user can perform the risk-related activity normally whilst enjoying appropriate protection of the highest level possible.

1.1.2. Levels and classes of protection

1.1.2.1. Optimum level of protection: The optimum level of protection to be taken into account in the design is that beyond which the constraints imposed by the wearing of the PPE would prevent its effective use during the period of exposure to the risk or the normal performance of the activity.

1.1.2.2. Classes of protection appropriate to different levels of risk: Where differing foreseeable conditions of use are such that several levels of the same risk can be distinguished, appropriate classes of protection must be taken into account in the design of the PPE.

1.2. Innocuousness of PPE

1.2.1. Absence of inherent risks and other nuisance factors: PPE must be designed and manufactured so as not to create risks or other nuisance factors under foreseeable conditions of use.

1.2.1.1. Suitable constituent materials: The materials of which the PPE is made, including any of their possible decomposition products, must not adversely affect the health or safety of users.

1.2.1.2. Satisfactory surface condition of all PPE parts in contact with the user: Any part of the PPE that is in contact or is liable to come into contact with the user when the PPE is worn must be free of rough surfaces, sharp edges, sharp points and the like which could cause excessive irritation or injuries.

1.2.1.3. Maximum permissible user impediment: Any impediment caused by PPE to the actions to be carried out, the postures to be adopted and sensory perceptions shall be minimised. Furthermore, use of the PPE must not engender actions which might endanger the user.

1.3. Comfort and effectiveness

1.3.1. Adaptation of PPE to user morphology: PPE must be designed and manufactured in such a way as to facilitate its correct positioning on the user and to remain in place for the foreseeable period of use, bearing in mind ambient factors, the actions to be carried out and the postures to be adopted. For this purpose, it must be possible to adapt the PPE to fit the morphology of the user by all appropriate means, such as adequate adjustment and attachment systems or the provision of an adequate range of sizes.

1.3.2. Lightness and strength: PPE must be as light as possible without prejudicing its strength and effectiveness. PPE must satisfy the specific additional requirements in order to provide adequate protection against the risks for which it is intended and PPE must be capable of withstanding environmental factors in the foreseeable conditions of use.

1.4. Manufacturer's instructions and information: In addition to the name and address of the manufacturer, the instructions that must be supplied with the PPE must contain all relevant information on: (a) instructions for storage, use, cleaning, maintenance, servicing and disinfection. Cleaning, maintenance or disinfectant products recommended by manufacturers must have no adverse effect on the PPE or the user when applied in accordance with the relevant instructions; (b) performance as recorded during relevant technical tests to check the levels or classes of protection provided by the PPE; (c) where applicable, accessories that may be used with the PPE and the characteristics of appropriate spare parts; (d) where applicable, the classes of protection appropriate to different levels of risk and the corresponding limits of use; (e) where applicable, the month and year or period of obsolescence of the PPE or of certain of its components; (f) where applicable, the type of packaging

suitable for transport; (g) the significance of any markings (see point 2.12); (h) the risk against which the PPE is designed to protect; (i) the reference to this Regulation and, where applicable, the references to other Union harmonisation legislation; (j) the name, address and identification number of the notified body or bodies involved in the conformity assessment of the PPE; (k) references to the relevant harmonised standard(s) used, including the date of the standard(s), or references to the other technical specifications used; (l) the internet address where the EU declaration of conformity can be accessed. The information referred to in points (i), (j), (k) and (l) need not be contained in the instructions supplied by the manufacturer if the EU declaration of conformity accompanies the PPE.

2. ADDITIONAL REQUIREMENTS COMMON TO SEVERAL TYPES OF PPE

2.1. PPE incorporating adjustment systems: If PPE incorporates adjustment systems, the latter must be designed and manufactured so that, after adjustment, they do not become undone unintentionally in the foreseeable conditions of use.

2.3. PPE for the face, eyes and respiratory system: Any restriction of the user's face, eyes, field of vision or respiratory system by the PPE shall be minimised. The screens for those types of PPE must have a degree of optical neutrality that is compatible with the degree of precision and the duration of the activities of the user. If necessary, such PPE must be treated or provided with means to prevent misting-up. Models of PPE intended for users requiring sight correction must be compatible with the wearing of spectacles or contact lenses.

2.9. PPE incorporating components which can be adjusted or removed by the user: Where PPE incorporates components which can be attached, adjusted or removed by the user for replacement purposes, such components must be designed and manufactured so that they can be easily attached, adjusted and removed without tools.

2.12. PPE bearing one or more identification markings or indicators directly or indirectly relating to health and safety: Where PPE bears one or more identification markings or indicators directly or indirectly relating to health and safety, those identification markings or indicators must, if possible, take the form of harmonised pictograms or ideograms. They must be perfectly visible and legible and remain so throughout the foreseeable useful life of the PPE. In addition, those markings must be complete, precise and comprehensible so as to prevent any misinterpretation. In particular, where such markings include words or sentences, the latter must be written in a language easily understood by consumers and other end-users, as determined by the Member State where the PPE is made available on the market. Where PPE is too small to allow all or part of the necessary marking to be affixed, the relevant information must be mentioned on the packaging and in the manufacturer's instructions.

2.14. Multi-risk PPE: PPE intended to protect the user against several potentially simultaneous risks must be designed and manufactured in such a way as to satisfy, in particular, the essential health and safety requirements specific to each of those risks.

3. ADDITIONAL REQUIREMENTS SPECIFIC TO PARTICULAR RISKS

3.10. Protection against substances and mixtures which are hazardous to health and against harmful biological agents

3.10.2. Protection against cutaneous and ocular contact: PPE intended to prevent the surface contact of all or part of the body with substances and mixtures which are hazardous to health or with harmful biological agents must be capable of preventing the penetration or permeation of such substances and mixtures and agents through the protective integument under the foreseeable conditions of use for which the PPE is intended. To this end, the constituent materials and other components of those types of PPE must be chosen or designed and incorporated so as to ensure, as far as possible, complete leak-tightness, which will allow where necessary prolonged daily use or, failing this, limited leak-tightness necessitating a restriction of the period of wear. Where, by virtue of their nature and the foreseeable conditions of their use, certain substances and mixtures which are hazardous to health or harmful biological agents possess high penetrative power which limits the duration of the protection provided by the PPE in question, the latter must be subjected to standard tests with a view to their classification on the basis of their performance. PPE which is considered to be in conformity with the test specifications must bear a marking indicating, in particular, the names or, in the absence of the

names, the codes of the substances used in the tests and the corresponding standard period of protection. The manufacturer's instructions must also contain, in particular, an explanation of the codes (if necessary), a detailed description of the standard tests and all appropriate information for the determination of the maximum permissible period of wear under the different foreseeable conditions of use.

SECTION 7 – USER INFORMATION AND PRODUCT MARKING

CAREFULLY READ THESE USER INSTRUCTIONS BEFORE USING THIS VISOR

Applicable to products: Facial visor – item no.: 99872330

Manufacturer:
H.P. Valdal A/S
Engager 9
DK-2605 Brøndby
Denmark

Notified body: Module B and C2 - SATRA Technology Europe Ltd, Bracetown Business Park, Clonee, D15YN2P. Republic of Ireland (Notified Body 2777). Declaration of conformity: https://kongresartikler.dk/ce-maerkninger-og-datablade/ or https://www.beskyt-hinanden.nu/ce-maerkninger-og-datablade/

These products are classed as Category III Personal Protective Equipment (PPE) by the European PPE Regulation (EU) 2016/425 and have been shown to comply with this Regulation through limited testing against the Harmonised European Standard EN 166:*2001 (*see below).

This product is designed to provide some protection against contact with airborne droplets that may constitute a biological hazard. **However, always remember that no item of PPE can provide full protection and care must always be taken while carrying out the risk-related activity. Never use this visor for protection against other hazards for which the product is not design for or tested against**

PERFORMANCE AND LIMITATIONS OF USE – These products have been tested in accordance with EN 166: 2001 Clauses: 6 ¦ Design; 7.1.1 ¦ Field of vision; 7.1.2.1 ¦ Refractive powers; 7.1.2.2 ¦ Transmittance; 7.1.2.3 ¦ Diffusion of light; 7.1.3 ¦ Quality of materials; 7.1.5.1 ¦ Stability at elevated temperature; 7.1.7 ¦ Resistance to ignition;7.2.4 ¦ Droplets and splashes of liquids

FITTING AND SIZING – To put on and take off products, place the foam on your forehead and pull the woven elastic band around the head. The elastic band makes the visor self-adjustable. Only wear products of a suitable size that are correctly adjusted. Products which are too loose may not stay in place and if too tight will be uncomfortable. The visors are available on One size for adults.

COMPATIBILITY – To optimise protection, it will be necessary to use these products with suitable gloves/gowns/masks. In this case, before carrying out the risk-related activity, consult your supplier or supervisor to ensure that all your protective products are compatible and suitable for your application. Warning - Parts of the visor that come into contact with your skin may lead to allergic reactions. In this case please discontinue use and seek medical advice.

STORAGE AND TRANSPORT – When not in use, store the visor in a well-ventilated area away from extremes of temperature. Never place heavy items on top of it. If possible, avoid excessive folding and preferably store it hanging vertically. If the product is wet, allow it to dry fully before placing it into storage. Always store the product in a dark place, away from sunlight, when not in use.

OBSOLESCENCE - This visor has a shelf life of 3 years. Service life will depend on usage conditions, but the visor should be disposed of and replaced if badly scratched or damaged in some way that prevents safe use

REPAIR – If the visor becomes damaged, it will NOT provide the optimum level of protection, and therefore should be immediately replaced. Never use the damaged product.

CLEANING –The visor is designed for single use, but gentle cleaning is possible if following the recommended cleaning treatment: Dry over with a wet cloth with soap or use a disinfection alcohol. Avoid disinfection with glycerine as it will leave the screen unclear. NEVER use solvent based cleaning agents.

MARKING – The product is marked with:
i. The CE mark showing that the product meets the requirements of the PPE Regulation (EU) 2016/425.

ii. Identification of the manufacturer and the product code/Article number.
iii. The book pictogram indicating read these instructions

INSTRUCTIONS – These instructions can always be found on https://kongresartikler.dk/ce-maerkninger-og-datablade/ and will furthermore be provided together with the product.

SECTION 8 – QUALITY CONTROL PROCEDURES

Procedures to ensure consistency of bulk production

All materials received from external parties are being reviewed upon receival to ensure that they conform to the agreed deliverables in terms of materials, size and quality. If they do not, feedback is sent to the supplier and bad units are discarded.

The PET for the screen is received in sheets from which the screens are punched out via a die form. This ensures uniformity (see Appendix 3). In continuation of the punching process, when manually removing the left-over material from the punching, the PET screens are reviewed for scratches, injuries and sharp and rough edges. Bad units are discarded.

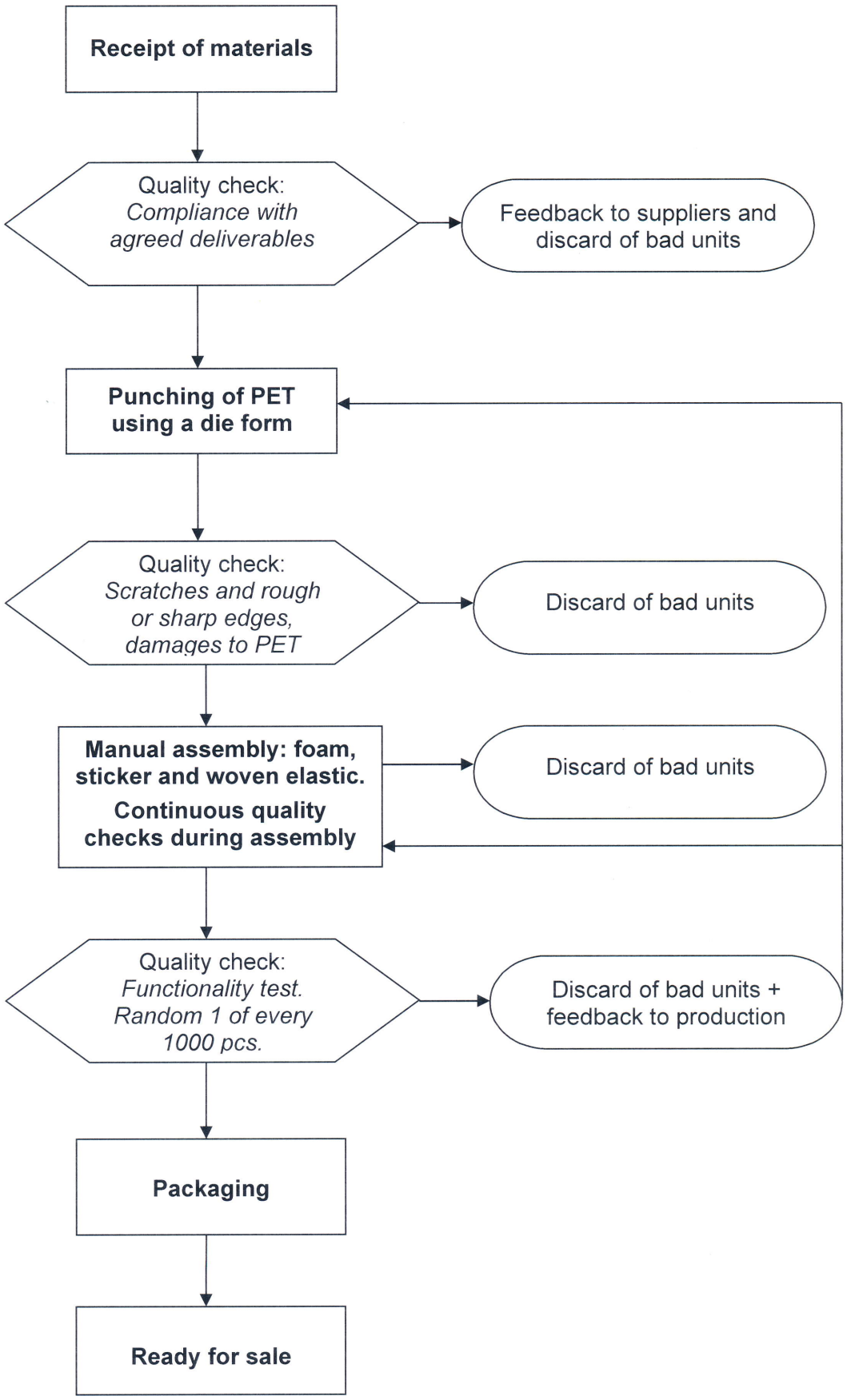
When punching is complete the PET screens are ready for assembly in terms of mounting of information/decoration sticker on the front and foam and woven elastic band on the back. The mounting of these is done manually supported by 2 different workstations. The workstations contain both drawn instructions and actual physical barriers which ensures accuracy of placement as it controls where the foam, sticker and elastic band are placed during the assembly process. Appendix 1 and Appendix 2 illustrates the detailed guideline and workstations for assembling the visors. All employees assembling the visors furthermore receives a thorough introduction to the assembly process and to how to continuously check the PET, foam, sticker and woven elastic band for any irregularities that should lead to a discard of the unit. Every employee marks their own productions and divide them in batches of 1000 pcs. to ensure traceability in production and to allow for continuous feedback.

For every batch of 1000 visors 1 sample is randomly picked out and undergoes an additional quality control where the screen is checked for production scratches. Furthermore, the functionality of the visor is checked by pulling the visor over a medium sized mannequin head (circumference 59 cm.) and leaving it for a 2 hours period. Here after it is being checked for compliance with Annex II of Regulation (EU) 2016/425 and the clauses of EN 166:2001. If a visor appears incompliant the batch from where the sample was taken will be taken aside and further investigated. Based on any possible further findings in the batch feedback will be sent to the relevant parties in the organisation and bad units will be discarded. The following batch produced will be closely monitored by taking out samples during production in order to correct any problems along the way.

When assembly is complete visors are carefully packed in either bags of 2 or 10 pieces. All bags are clearly marked with visor size, CE-number and website address where the user instructions can be viewed.

The below diagram visually shows the workflow:

Workflow chart



SECTION 9 – TEST REPORTS

Product code or material reference	Standard / Clause	Report Number
Facial visor – item. 99872330	EN 166: 2001	SPC0297813/2019

SECTION 10 - DESIGN CALCULATIONS, INSPECTIONS AND EXAMINATIONS.

Product code or material reference	Standard / Clause	Reference to design calculation, inspection or examination report
Visor - design	Annex II of Regulation (EU) 2016/425	Appendix 4
Woven elastic band	Annex II of Regulation (EU) 2016/425	Appendix 9
Foam with adhesive	Annex II of Regulation (EU) 2016/425	Appendix 10 + Appendix 11
PET - screen	EN 166: 2001	SPC0297813/2019

(Append copies of all relevant documents where design calculations, inspections or examination of products or materials has been carried out as a means of showing compliance with the essential health and safety requirements)

INFORMATIVE ANNEX

The following is an extract from PPE Regulation (EU) 2016/425 Annex III which outlines the criteria of the Technical Documentation:

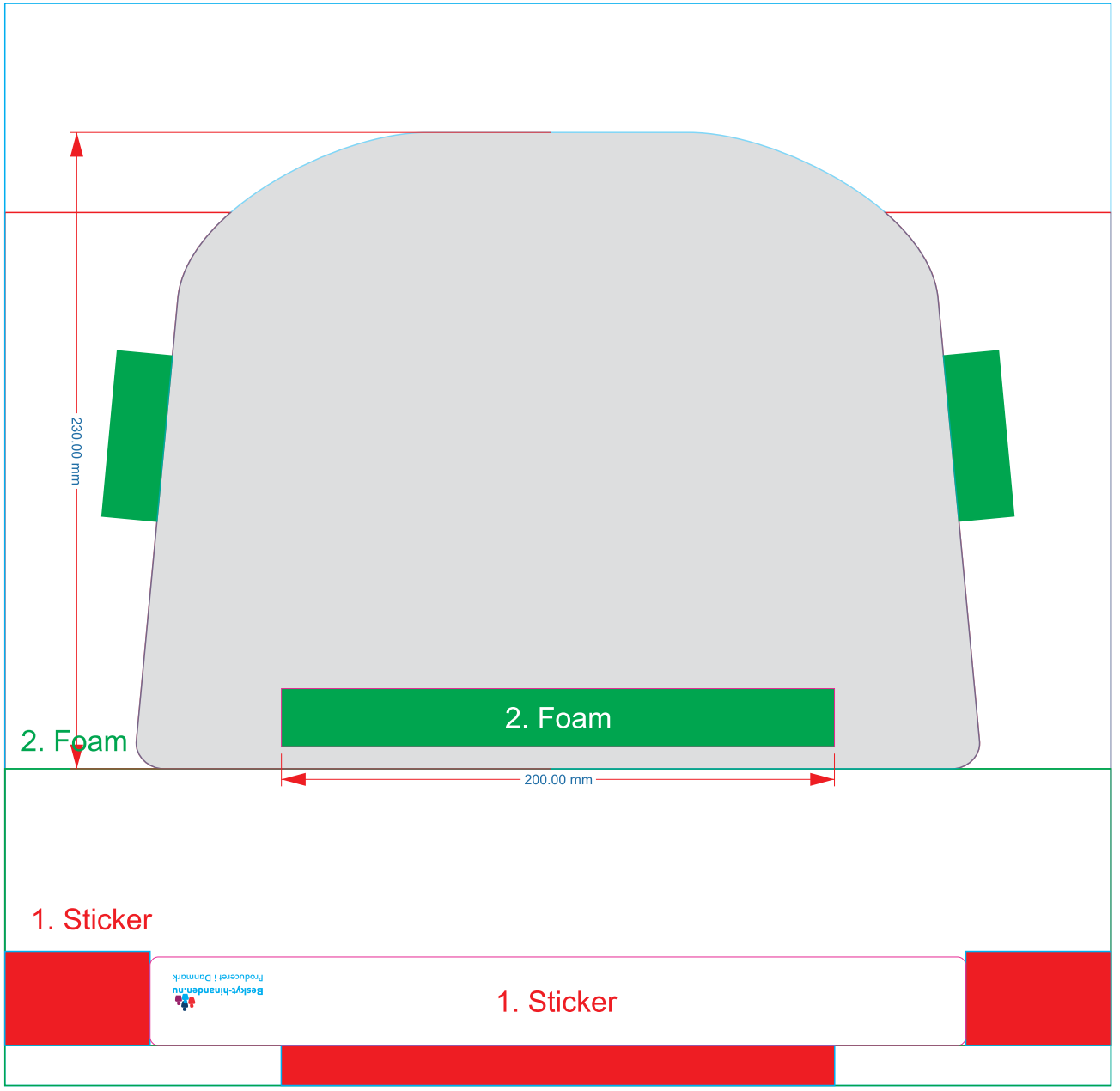
"The technical documentation shall specify the means used by the manufacturer to ensure the conformity of the PPE with the applicable essential health and safety requirements referred to in Article 5 of the above Regulation and set out in Annex II.

The technical documentation shall include at least the following elements:

(a) a complete description of the PPE and of its intended use;
(b) an assessment of the risks against which the PPE is intended to protect;
(c) a list of the essential health and safety requirements that are applicable to the PPE;
(d) design and manufacturing drawings and schemes of the PPE and of its components, sub-assemblies and circuits;
(e) the descriptions and explanations necessary for the understanding of the drawings and schemes referred to in point (d) and of the operation of the PPE;
(f) the references of the harmonised standards referred to in Article 14 that have been applied for the design and manufacture of the PPE. In the event of partial application of harmonised standards, the documentation shall specify the parts which have been applied;
(g) where harmonised standards have not been applied or have been only partially applied, descriptions of the other technical specifications that have been applied in order to satisfy the applicable essential health and safety requirements;
(h) the results of the design calculations, inspections and examinations carried out to verify the conformity of the PPE with the applicable essential health and safety requirements;
(i) reports on the tests carried out to verify the conformity of the PPE with the applicable essential health and safety requirements and, where appropriate, to establish the relevant protection class;
(j) a description of the means used by the manufacturer during the production of the PPE to ensure the conformity of the PPE produced with the design specifications;
(k) a copy of the manufacturer's instructions and information set out in point 1.4 of Annex II;
(l) for PPE produced as a single unit to fit an individual user, all the necessary instructions for manufacturing such PPE on the basis of the approved basic model;
(m) for PPE produced in series where each item is adapted to fit an individual user, a description of the measures to be taken by the manufacturer during the fitting and production process to ensure that each item of PPE complies with the approved type and with the applicable essential health and safety requirements. "

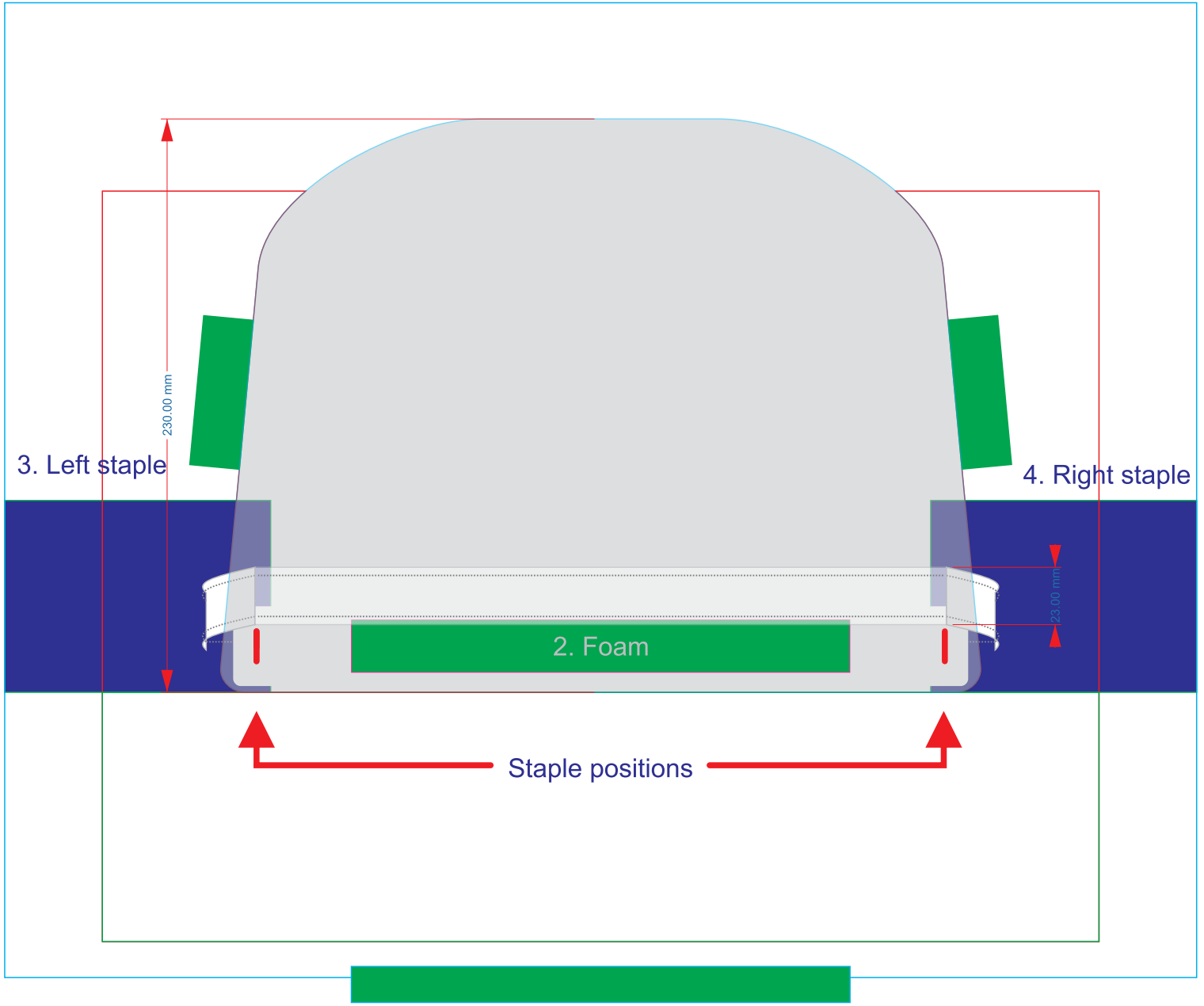
Appendix 1

ASSEMBLY STATION - Visor / Forehead Foam / Front sticker



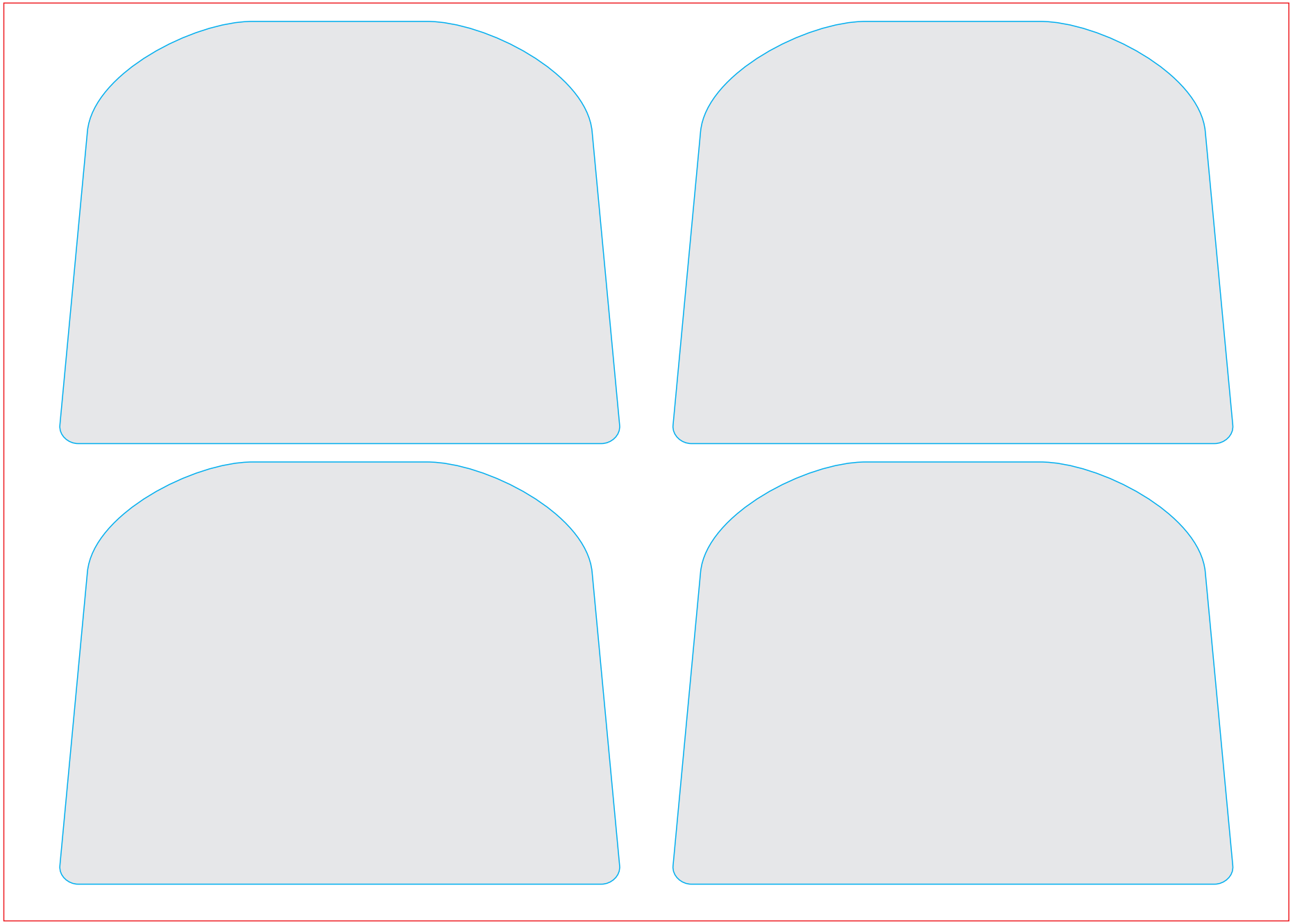
Appendix 2

ASSEMBLY STATION - Elastic



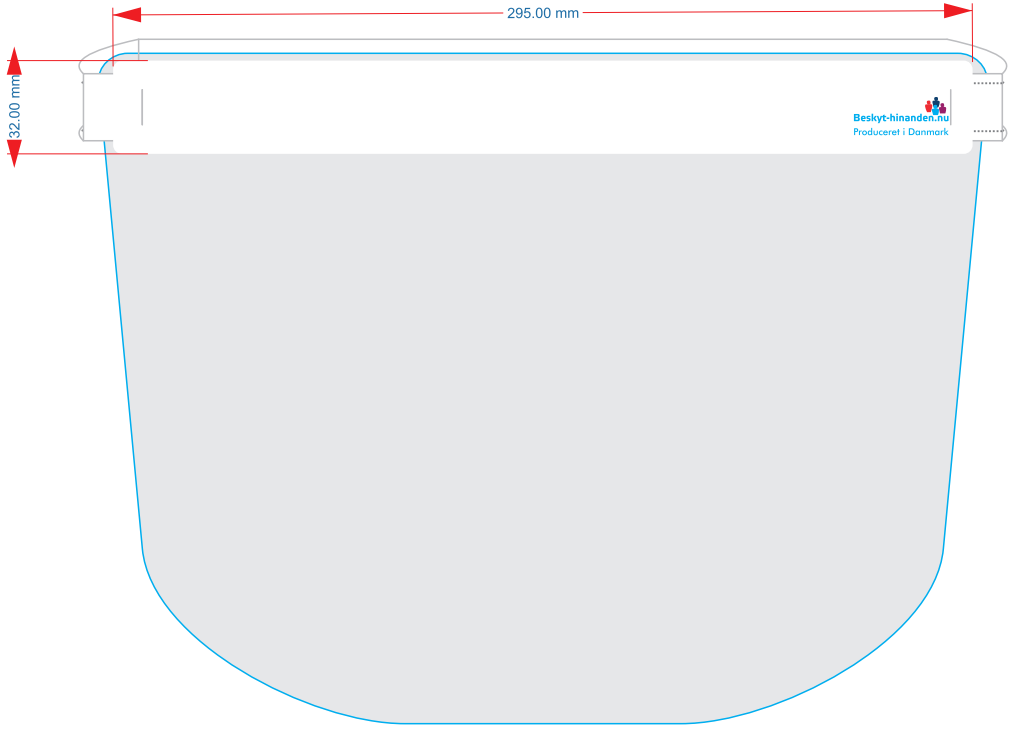
Appendix 3

Die Cut Form

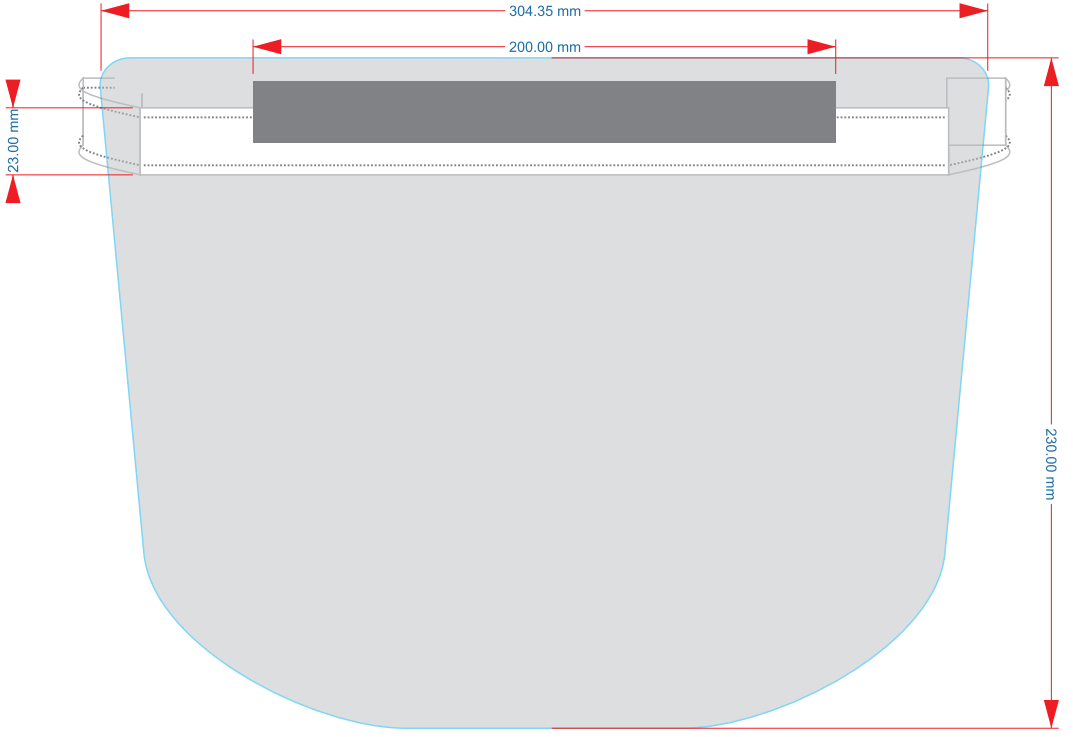


Appendix 4

Front view sketch



Back view sketch



Appendix 5

Appendix 6: Front photo

Appendix 7: Side photo

Appendix 8: Back photo

Appendix 9

Product specification

Product name:		Product number and variants:	
23 mm knitted elastic tape		B-3647-15-03-1013	
Approved by Elas:	Approved by Customer:	Validity date: 31 March 2020	Version: 1.0

1. DESCRIPTION

23 mm knitted elastic tape with grey stripes

2. CUSTOMER ITEM NUMBERS

Customer Item number	**Elas product item number**
	B-3647-15-03-1013

3. PRODUCT PICTURE

4. PRODUCT COMPOSTION

Component	**Compostion**
B-3647-15-03-1013	37% Polyester Oekotex 100 class II standard 45% Polyamide 66 Oekotex 100 class II standard 18% Elastane Oekotex 100 class II standard

5. After treatment

none

6. INSTRUCTIONS FOR CARE

7. SPECIAL CONSIDERATIONS

Oekotex class II

8. PACKAGING

Variant/size	**Packing description**

9. DIMENSIONS

Parameter	Target	Tolerance	Unit	Test method
Width	23	±2	mm	Flat on table with ruler
Elasticity	100	±10	%	CRE 100 mm/min
Weight	9,1	0,9	g/m	Scale
Color	White/grey stripes			Visual

Appendix 10

Technisches Datenblatt/Technical Data Sheet

BPI
foam for your purpose

Material: Polyurethanschaumstoff / Polyurethane Foam
Qualität/quality: A25ZH
BPI art. no. : 007874 – A25ZH dark grey

Physikalische Eigenschaften / Physical Properties

Brutto Raumgewicht Gross Density		**kg/m3**	**25**
Rohdichte Density	**ISO 845**	**kg/m3**	**23**
Stauchhärte Pressure resistance	**ISO 3386 (40%) DIN 53577**	**kPa**	**4,0**
Eindrückhärte Indentation	**ISO 2439 B (40%)**	**N**	**170**
Zugfestigkeit Tensile Strength	**ISO 1798**	**kPa**	**>90**
Bruchdehnung Elongation at break	**ISO 1798**	**%**	**>130**
Druckverformungsrest Compression SET	**ISO 1856/A 75% 70 º 22h**	**%**	**<5**
Flammeverhalten Flammability	**FMVSS 302**		**None**

Änderungen Vorbehalten. Subject to alterations.

Die Angaben dieses Datenblattes basieren auf unseren derzeitigen Kenntnissen und Erfahrungen. Sie befreien den Anwender wegen der Fülle möglicher Einflüsse bei der Verarbeitung und Verwendung unserer Produkte nicht von eigenen Prüfungen und Versuchen. Eine rechtlich verbindliche Zusicherung bestimmter Eigenschaften oder der Eingang für einen konkreten Einsatzzweck kann aus unseren Angaben nicht abgeleitet werden. Etwaige Schutzrechte sowie bestehende Gesetze und Bestimmungen sind vom Empfänger unserer Produkte in eigener Verantwortung zu beachten.

BPI reserves the right to update product data information without prior notice. The information submitted in this data sheet is based on our current knowledge and experience. It does not imply any legally binding assurance. Whenever used, the special conditions of the particular application must be taken into consideration, particulary those regarding physical, technical and legal aspects concerning construction.

Version 1, March 16. 2015 BD
Issued by BPI - Product Management

Bramming Plast-Industri A/S
Vardevej 9 • DK-6740 Bramming • Denmark • T: (+45) 79 57 10 00 • bpi@bpi.dk • www.bpi.dk • Bank: Danske Bank • VAT no.: DK78709111

EXAMINED BY SATRA - DO NOT AMEND

Appendix 11

Technisches Datenblatt/Technical Data Sheet

BPI
foam for your purpose

Material/material: **Double sided adhesive tape on a scrim carrier**
Qualität/quality: **Modified Acrylic – all-round adhesive properties**
BPI Art. Nr. / art no.: **010335 & 010336**

Product structure:	**Support**	PES/PVA scrim
	Interliner	Release paper, yellow, 90 g/m²
	Adhesive weight	70 g/m²
	Total thickness	0,08 mm
Characteristics:	**Temperature resistance**	from -40 °C to +90 °C
	Adhesive strength (According to AFERA 5001)	min 18 N/25 mm Contact time: 1 h

Änderungen Vorbehalten. Subject to alterations.

Die Angaben dieses Datenblattes basieren auf unseren derzeitigen Kenntnissen und Erfahrungen. Sie befreien den Anwender wegen der Fülle möglicher Einflüsse bei der Veratbeitung und Verwendung unserer Produkte nicht von eigenen Prüfungen und Versuchen. Eine rechtlich verbindliche Zusicherung bestimmter Eigenschaften oder der Eingang für einen konkreten Einsatzzweck kann aus unseren Angaben nicht abgeleitet werden. Etwaige Schutzrechte sowie bestehende Gesetze und Bestimmungen sind vom Empfänger unserer Produkte in eigener Verantwortung zu beachten.

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Version 1
Issued by BPI - Product Management
January 1, 2019

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UKAS TESTING
0248

Customer details: H.P. Valdal A/S
Engager 9 DK-2605
Brøndby
Denmark

SATRA reference: SPC0297813/2019
Issue 2

Your reference:

Date of report: 19 August 2020

Samples received: 29 June & 13 August 2020

Date(s) work carried out: 29 June – 19 August 2020

TECHNICAL REPORT

Subject: Testing of Covid-19 face shield in accordance with EN 166: 2001

This replaces report reference SPC0297813/2019 dated 3 July 2020

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.

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: Daniel Harrison
Position: Business Area Manager
Department: Safety Product Testing

EXAMINED BY SATRA - DO NOT AMEND

Work Requested

Samples of face shields intended for medical use were received by SATRA, for testing in accordance with EN 166:2001 Personal eye-protection – Specifications.

Table 1 – Samples Received

Description	Expected Performance/Marking
Face shields intended for medical use (0.15mm clear – PET)	Visor marking: "xx" 1 Frame marking: "xx" EN 166 3 Where "xx" represents the identification of the manufacturer

PET 150 my

Conclusions

Table 2

Standard	Clause / Property		Result
EN 166:2001	6	Design and manufacturing requirements	See Note A
	7.1.1	Field of vision	PASS
	7.1.2.1	Spherical, astigmatic and astigmatic refractive powers	PASS
	7.1.2.2	Transmittance	PASS
	7.1.2.3	Diffusion of light	PASS
	7.1.3	Quality of material and surface	PASS
	7.1.4.1	Minimum robustness	Not applicable
	7.1.4.2	Increased robustness	See Note B
	7.1.5.1	Stability at an elevated temperature	PASS
	7.1.5.2	Resistance to ultraviolet radiation	See Note C
	7.1.6	Resistance to corrosion	Not assessed
	7.1.7	Resistance to ignition	PASS
	7.2.4	Protection against droplets and splashes of liquids	PASS

Note A: Clause not fully assessed, specifically materials not assessed for innocuousness. Manufacturer to maintain a log of the safety data sheets for each material in the event of the product being subjected to market surveillance.

Note B: Increased robustness results meet the temporary requirements for face-shields for medical use against Covid 19 as drafted by Vertical Group 3 of the European PPE Notified Bodies – see document 'RfU_03_031_01_PPE Regulation'. Deformation of the ocular occurred but there was no breakage. Therefore these face shields are not intended to offer any protection against mechanical impact.

Note C: Clause not assessed as products are intended for limited or single use only

Testing

Testing was carried out in accordance with EN 166:2001.

Unless otherwise specified either in the individual test method or in this report, samples were tested 'as received', without pre-conditioning, and were tested in normal ambient conditions

Requirements

Table 3 – Permissible tolerances for refractive powers of mounted oculars without corrective effect and un-mounted oculars without corrective effect covering both eyes

Optical class	Spherical refractive power, $\frac{(D_1 + D_2)}{2}$ m^{-1}	Astigmatic refractive power, $\lvert D_1 - D_2 \rvert$ m^{-1}	Difference in prismatic refractive power cm/m		
			Horizontal		Vertical
			Base out	Base in	
1	± 0.06	0.06	0.75	0.25	0.25
2	± 0.12	0.12	1.00	0.25	0.25
3	+ 0.12 - 0.25	0.25	1.00	0.25	0.25
Note	D_1 and D_2 are the refractive powers in the two principal meridians. For optical class 3 the axes of the principle meridians shall be parallel within ± 10°				

Test Results

Table 4 EN 166:2001 Test Results

Clause / Test	Requirement	Test Results	UoM (See note D)	Result
6.1 Design and manufacturing requirements – General construction	Eye-protectors shall be free from projections, sharp edges or other defects which are likely to cause discomfort or injury during use	All samples are free from projections, sharp edges or other defects which are likely to cause discomfort or injury to the wearer	N/A	PASS
6.2 Materials	No parts of the eye-protector which are in contact with the wearer shall be made of materials which are known to cause any skin irritation	Not assessed	N/A	-
6.3 Headbands	Headbands, when used as the principle means of retention, shall be at least 10 mm wide over any portion which may come into contact with the wearer's head Headbands shall be adjustable or self-adjusting	Headband width: 23mm Headband is sel-adjusting	N/A	PASS
7.1.1 Field of vision (EN 168: 2001 Clause 18)	Eye-protectors shall exhibit a minimum field of vision defined by the two ellipses in EN 168: 2001 figure 13	When tested according to EN 168:2001 clause 18, no part of the defined minimum field of view was obscured by the frame	N/A	PASS

Clause / Test	Requirement	Test Results	UoM (See note D)	Result
7.1.2.1.2 Spherical, astigmatic and prismatic refractive powers – Mounted oculars and un-mounted oculars covering both eyes (EN 167: 2001 Clause 3.2≠)	See table 3	Spherical and astigmatic refractive powers Sample / Spherical power m-1 / Astigmatic power m-1 1L 0 0 1R 0 0 2L 0 0 2R 0 0 3L 0 0 3R 0 0 Prismatic difference Sample / Horizontal cm/m / Vertical cm/m 1 0 0 2 0 0 3 0 0	See table 5	Class 1
7.1.2.2.2 Transmittance – Oculars with filtering action (EN 167: 2001 Clause 6≠)	The transmittance of oculars with filtering action shall meet the requirements given in the specific standards relating to the various types of oculars.	Sample / Luminous transmittance % 4L 89.1 4R 88.8 5L 88.8 5R 88.8 6L 88.9 6R 88.8	± 0.72 %	PASS
7.1.2.3 Diffusion of light (EN 167: 2001 Clause 4≠)	Maximum value of reduced luminance factor shall be: 1.00 $\frac{cd}{m^2 \cdot lx}$ for welding filters; 0.75 $\frac{cd}{m^2 \cdot lx}$ for oculars used in eye-protector against high speed particles; 0.50 $\frac{cd}{m^2 \cdot lx}$ for all other oculars	Sample / Reduced luminance factor / cd.m^{-2}lx^{-1} 4R 0.38 4L 0.28 5R 0.34 5L 0.42 6R 0.40 6L 0.25	± 17 %	PASS

Clause / Test	Requirement	Test Results	UoM (See note D)	Result
7.1.3 Quality of material and surface (EN 167: 2001 Clause 5≠)	Except for a marginal area 5 mm wide, oculars shall be free from any significant defects likely to impair vision in use, such as bubbles, scratches, inclusions, dull spots, pitting, mould marks, scouring grains, pocking, scaling and undulation	Specimen: 1, 2, 3 — Defects: No observable defects	N/A	PASS
7.1.4.2.2 Increased robustness – Complete eye-protectors and frames (EN 168: 2001 Clause 3.2)	On testing, the following defects shall not occur: • ocular fracture; • ocular deformation; • ocular housing or frame failure; • lateral protection failure	**Temperature: +55°C** Left centre: ocular deformation Right centre: ocular deformation Left centre: ocular deformation Right centre: ocular deformation Left lateral: ocular deformation Right lateral: ocular deformation **Temperature: -5°C** Left centre: ocular deformation Right centre: ocular deformation Left centre: ocular deformation Right centre: ocular deformation Left lateral: ocular deformation Right lateral: ocular deformation	N/A	See Note B
7.1.5.1 Stability at an elevated temperature (EN 168: 2001 Clause 5)	Assembled eye-protectors shall show no apparent deformation	No deformation was observed	N/A	PASS
7.1.7 Resistance to ignition (EN 168: 2001 Clause 7)	No part of the eye-protector shall ignite or continue to glow after removal of the steel rod	No part of any sample ignited or exhibited any after-glow after contact with the heated rod	N/A	PASS
7.2.4 Protection against droplets and splashes of liquids	Face-shields shall cover the eye region rectangle ABCD Face shields shall have a viewing area with a minimum centre-line depth of 150 mm	Specimen / Covers rectangle ABCD: 1: Yes 2: Yes 3: Yes Specimen / Centre-line depth: 1: 195 mm 2: 195 mm 3: 190 mm	N/A	PASS

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Additional Information / Notes

Table 5 – Additional uncertainty of measurement information

Clause	Test / Component	UoM (see note D)
EN 167:2001 3 Spherical, astigmatic and prismatic refractive powers	Spherical and astigmatic powers	± 0.01 m^{-1}
	Prismatic difference	± 0.08 cm/m

Note D – 'UoM' denotes estimated Uncertainty of Measurement for stated test results. This uncertainty value is based on a standard uncertainty multiplied by a coverage factor k = 2, which provides for a confidence level of approximately 95%

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 hereby excluded.

1.2 SATRA Technology Centre Limited, its subsidiaries and associated companies (hereinafter referred to as "SATRA") may perform Services for or supply Goods to persons or entities (public, private or governmental) 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 the 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 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; and
(b) "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
(c) "Goods" are the equipment, consumables or other physical items sold under the Contract (including documents, drawings or other information required in order to operate the equipment).

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

1.7 Where SATRA and the Client agree that the sale of Goods shall be governed by Incoterms 2010 (or any subsequent revision thereto) then the sale shall be governed by the relevant 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 and 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 propriety 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. With respect to the sale of SATRA Timeline, SATRASUMM and SATRA Visionstitch, 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.

3.6 SATRA shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR) Regulation (EU) 2016/679. 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 Clients 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:

(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;
(d) defective products under the Consumer Protection Act 1987; or
(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 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 £100,000 whichever is the lower figure.

6. MISCELLANEOUS

6.1 If any one or more 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 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 SATRAs 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 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 of business 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 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 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, 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 mediator.

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, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Controlled Cost Rules of the

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Chartered Institute of Arbitrators (2000 Edition), or any amendments thereof, which Rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be England and Wales.

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. However, the Party obtaining a judgement in such courts shall 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 Clients 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 SATRAs 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 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 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:

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 receipt of Goods damaged in transit; or

b) 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: -

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; and

b) 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:

a) hold the Goods as SATRA's bailee;

b) 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);

c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

d) 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:

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 Goods in its possession that have not been resold or irrevocably 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, 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 its 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; and

c) 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:

a) the defect is caused or substantially caused by wear and tear, overloading, misuse, neglect, modification or attempted modification carried out by any organisation other than by SATRA or their approved agents, or use with ancillary equipment not approved in writing by SATRA, or default in proper maintenance or cleaning; or

b) the Client authorises or carries out any repair or replacement of any Goods without first affording SATRA a reasonable opportunity to replace or repair 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 redress from the manufacturer or supplier thereof provided that:

a) 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;

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 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 – September 2019