

Declaration of Conformity

In Accordance with ANSI/ISEA 125-2014 and ANSI/ASSP Z359.7-2019

Declaration #: DOC-UFA20030

Declaration Date: 07/30/2019

Item #: UFA20030

Description: KStrong® 30' Choker Style Anchor Strap with Wear Pad

Brand Name: KStrong

Manufacturer: KStrong

Address: 150 N. Radnor Chester Road, Suite F200, Radnor, PA 19087

Additional Items Conforming
Under this Declaration (If Applicable):

KStrong declares that the product(s) listed above is in conformity with the requirements of the following performance standard(s):

ANSI Z359.18-2017 Type T

Conformity Assessment Method in accordance with ANSI/ISEA 125-2014



Level 1:

KStrong Lab Outside the Scope of ISO/IEC Standard 17025:2017



Level 2:

KStrong Lab Within the Scope of ISO/IEC Standard 17025:2017



Level 3:

Independent 3rd Party Lab accredited to ISO/IEC Standard 17025:2017

Supporting Documentation: KS-Test-UFA20030.pdf

This Certificate is a guarantee that the above standard(s) was met by the requirements of such standard. Testing was performed under normal operation mode. The results of testing apply only to the particular sample tested and the specific test carried out. This Certificate is only issued for products which have passed the testing requirements of listed standard(s).

Authorized Signature:



John H. Kemp Jr.
President - KStrong

ISO 17025 Accredited Test Laboratory



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Customer details: KSTRONG LLC
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TX 7525

SATRA reference: SPC0273312 /1829 /3
Issue 2 Ext 1

Your reference: SQ /013 /2018-19

Date of report: 30 July 2019

Samples received: 28 August & 11
December 2018

Date(s) work carried out: Between 11
September 2018 & 3
April 2019

TECHNICAL REPORT

Subject: Qualification testing of KStrong anchorage slings with variations described as "UFA20004" and "UFA20504" in accordance with ANSI Z359.18 - 2017 as type T anchors

This is an extension of report SPC0273312/1829/3 Issue 2 dated 18 July 2019

Conditions of Issue:

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 It must not be published, for example by including it in advertisements, without the prior, written permission of SATRA.

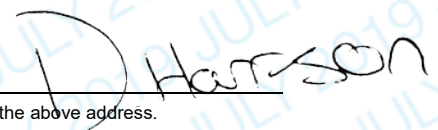
Results given in this report refer only to the samples submitted for analysis and tested by SATRA. Comments are for guidance only.

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

A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested. SATRA shall not be liable for any subsequent loss or damage incurred by the client as a result of information supplied in the report.

The uncertainty of the results (UoM) in this report is based on a standard uncertainty multiplied by a coverage factor $k=2$, which provides for a confidence level of approximately 95%.

Report signed by: Daniel Harrison
Position: Business Area Manager
Department: Safety Product Testing



WORK REQUESTED

Samples of anchorage slings described as “UFA20004” and “UFA20504” were received by SATRA on the 28th August 2018 & 11th December 2019, for testing in accordance with ANSI Z359.18 - 2017

The anchorage slings are available in the following sizes

KStrong Product Code	Length of anchorage sling
UFA20003	3ft
UFA20004	4ft
UFA20006	6ft
UFA20010	10ft
UFA20016	16ft
UFA20024	24ft
UFA20030	30ft
UFA20504	4ft
UFA20506	6ft

For the purposes of testing 4ft models were used

CONCLUSIONS

SAMPLE REFERENCE	STANDARD	CLAUSE / PROPERTY	SUB CLAUSE	PASS / FAIL
UFA20004 UFA20504	ANSI Z359.18 - 2017	3.1 Design Requirements	3.1.1 & 3.1.2 Connection Points	PASS
			3.1.3 Metallic Materials	PASS
			3.1.4 Textiles and Other Synthetic Materials	PASS
			3.1.5 Other requirements	PASS
			3.2.1 Static Strength Requirements	PASS
		3.2 Performance Requirements	3.2.2 Dynamic Strength Requirements	PASS
			3.2.3 Residual Strength Requirements	PASS
			3.2.4 Serviceability Load Requirements	PASS
			3.2.5 Corrosion Test Requirements	PASS

TESTING

Testing was carried out in accordance with ANSI Z359.18 – 2017 between 11th September 2018 & 3rd April 2019

Testing was split between samples of “UFA20004” and “UFA20504” to make one complete set of results in triplicate

For the purposes of testing, the anchorage slings were installed around a simulated substrate with the following details:

Steel I-beam 98mm wide x 220mm high x 8mm thick.

The anchorage sling was tested in the direction directly below the substrate. The testing was conducted by choking the anchorage sling around the test beam.

Samples were tested as received, and were not subject to any pre-conditioning processes other than those stated in individual test clauses.



Figure 1 – Anchorage sling described as “UFA20004” (Photo supplied by client)



Figure 2 – Anchorage sling described as “UFA20504” (Photo supplied by client)

TEST RESULTS

Table 1 – Testing of anchorage connector described as “UFA20004” and “UFA20504” in accordance with ANSI Z359.18 – 2017

ANSI Z359.18 – 2017 CLAUSE / TEST	ANSI Z359.18 – 2017 REQUIREMENT	RESULT / COMMENT	UoM (See note 1)	PASS / FAIL
3.1 Design Requirements – 3.1.1 & 3.1.2 Connection Points	3.1.1 Connection points shall meet the following requirements:			
	a) A connection point shall support only one user or system at a time	Connection points support one user at one time		PASS
	b) A connection point eye on a Type T anchorage connector shall be a closed eye with a minimum 1 inch inside radius	The connection point eye has an inside radius of greater than 1 inch “UFA20004”: Yes “UFA20504”: Yes		PASS
	c) Except for cinching anchorage connectors, anchorage connectors shall not have closed loops that are not intended for, or could be mistaken for, a connection point	Not applicable as anchors are cinching anchorage connectors		N/A
	d) Anchorage connectors that include an operable gate, rings, buckles, adjusters or other hardware covered by ANSI/ASSE Z359.12 shall use hardware that complies with the requirements of ANSI/ASSE Z359.12	Hardware meets requirements of ANSI/ASSE Z359.12	N/A	PASS
	e) Multiple connection points shall only be permitted on tripod and davit style anchorage connectors	Only one connection point present		PASS
3.1.2 Anchorage connector surfaces that can come in contact with other components shall be free of burrs, pits, sharp corners and roughness that could accelerate cutting or abrading of the components	No sharp edges or burrs that could add additional risk to user or other components See note 3		PASS	

ANSI Z359.18 – 2017 CLAUSE / TEST	ANSI Z359.18 – 2017 REQUIREMENT	RESULT / COMMENT	UoM (See note 1)	PASS / FAIL
3.1 Design Requirements - 3.1.3 Metallic Materials	<p>3.1.3.1 Corrosion resistance – All hot-dip galvanised steel shall conform with ASTM A123/A123M.</p> <p>3.1.3.2.1 For type A and Type T, load-bearing metallic materials used in anchorage connectors shall maintain adequate toughness at temperatures between -30 degrees F (-34 degrees C) and +130 degrees F (+54 degrees C) or be engineered to account for the reduced toughness at low temperatures. Adequate toughness is defined as no more than a 10% drop in energy absorption between representative material specimens conditioned at 30 degrees F (-34 degrees C) and +130 degrees F (+54 degrees C) undergoing a recognised impact test. The manufacturer may provide published data for fracture toughness at these temperatures as evidence that adequate toughness is maintained. Metallic components that have been tested and certified as meeting ANSI/ASSE Z359.12, are deemed to comply with 3.1.3.2</p>	<p>Declaration received from customer confirming that all samples conform to ASTM A123/A123M</p> <p>Components meet ANSI Z359.12</p>	<p>N/A</p>	<p>PASS</p> <p>PASS</p>

ANSI Z359.18 – 2017 CLAUSE / TEST	ANSI Z359.18 – 2017 REQUIREMENT	RESULT / COMMENT	UoM (See note 1)	PASS / FAIL
3.1 Design Requirements - 3.1.3 Metallic Materials (continued)	3.1.3.2.2 For Type D anchorage connectors, the manufacturer shall clearly label the anchorage connector with a minimum service temperature of -10 degrees F (-23 degrees C) if load-bearing parts are made of the following materials:	Not Applicable		N/A
	Aluminium: All Alloys acceptable Steel: Commonly used Chrome-moly alloys, ASTM 4130-4140. Low alloy high strength structural steels, ASTM A572, A588, A709 and A992 Stainless steel: All SAE Grade 300 series stainless steels. Hardenable SAE Grade 400 series stainless steels. This includes alloys, 410, 416, 422, 440C. Precipitation hardening stainless steel, 17-4	Not applicable		N/A
	If load-bearing parts are made of any other materials, the manufacturer shall clearly label the lower temperature limit to 10 degrees F	Not applicable	N/A	N/A
	3.1.3.2.3 Where a Type D anchorage connector is allowed to be used in temperatures below -10 degrees F (-23 degrees C), a qualified person shall verify the anchorage connector will perform as specified per the manufacturer's instructions. Materials analysis or testing data shall be provided upon request	Not applicable		N/A
	3.1.3.3 Hardware finishes shall be clean and free of scale, rust and deposits of foreign matter other than applied protective coatings	Metallic components on samples are clean and free from scale, rust and deposits		PASS

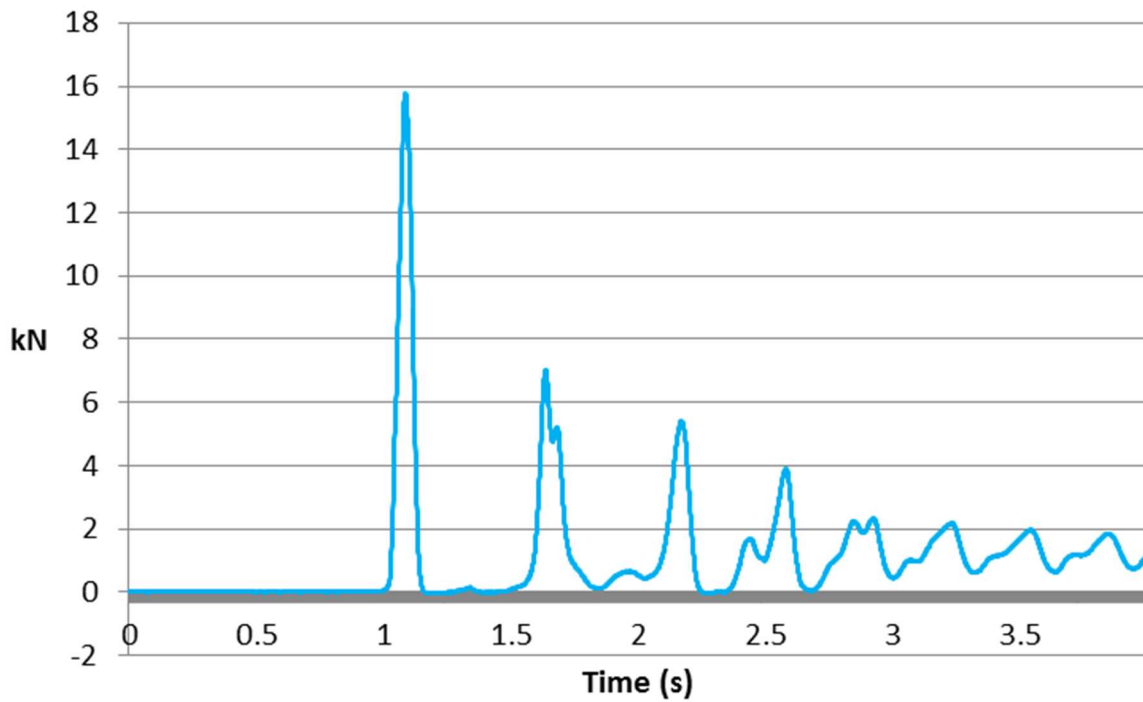
ANSI Z359.18 – 2017 CLAUSE / TEST	ANSI Z359.18 – 2017 REQUIREMENT	RESULT / COMMENT	UoM (See note 1)	PASS / FAIL
3.1 Design Requirements - 3.1.3 Metallic Materials (continued)	<p>3.1.3.4 When steel components are welded, the welding shall meet ANSI/AWS D1.1.</p> <p>When aluminium components are welded, the welding shall meet ANSI/AWS D1.2</p> <p>When stainless steel components are welded, the welding shall meet ANSI/AWS D1.6</p> <p>3.1.3.5 The manufacturer shall provide or specify fasteners for connecting an anchorage connector to an anchorage in its intended application. The manufacturer shall supply complete specifications for fasteners in user's instructions</p>	<p>Declaration received from customer confirming that any welding conforms to ANSI/AWS D1.1</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p>	<p>N/A</p>	<p>PASS</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>
3.1 Design Requirements – 3.1.4 Textiles and Other Synthetic Materials	<p>3.1.4.1 Textiles shall not contain natural fibers</p> <p>Components shall be made from pure, non-recycled synthetic material, having the strength, aging, abrasion and heat resistance characteristics equivalent or superior to polyamide or polyester. Synthetic materials other than those stated herein are permitted only when it can be demonstrated by testing that all requirements of this standard are met and, additionally, that the durability, reliability and other properties pertinent to the intended uses have been evaluated and determined suitable by testing. Mark any restrictions on the use of such materials on the anchorage connector</p>	<p>Declaration received from customer confirming that no natural fibres used</p> <p>Declaration received from customer confirming that all the webbing is made from pure and non-recycled polyester</p>	<p>N/A</p>	<p>PASS</p> <p>PASS</p>

ANSI Z359.18 – 2017 CLAUSE / TEST	ANSI Z359.18 – 2017 REQUIREMENT	RESULT / COMMENT	UoM (See note 1)	PASS / FAIL
3.1 Design Requirements – 3.1.4 Textiles and Other Synthetic Materials (continued)	<p>3.1.4.2 if a subsystem uses stitching for connection of load-bearing components, the equipment manufacturer shall produce the stitching and cutting and meet the following requirements:</p> <p>a) Use lock stitching</p> <p>b) Secure the ends of threads by backstitching, overlapping stitching or other methods</p> <p>c) Threads used for sewing shall be physically compatible with the webbing and of a quality comparable to that of the webbing</p> <p>d) Hot-cut or fuse thermoplastic materials, cord, tape and webbing to prevent fraying</p> <p>e) The thread colour or shade shall contrast with that of the webbing to facilitate visual inspection</p>	<p>Lock stitching is present</p> <p>Back stitching is present</p> <p>Threads are compatible and of sufficient comparable quality</p> <p>Webbing has been hot cut and fraying has been reasonably prevented</p> <p>Thread colour is a sufficiently different shade to webbing</p>	N/A	<p>PASS</p> <p>PASS</p> <p>PASS</p> <p>PASS</p> <p>PASS</p>
3.1 Design Requirements – 3.1.5 Other Requirements	<p>3.1.5.1 Other load bearing materials used in anchorage connectors shall meet the performance requirements of this standard</p> <p>3.1.5.2 Integrally connected components to which another standard in the ANSI Z359 series exists, shall meet the requirements of that standard</p>	<p>Samples met the performance requirements of the standard</p> <p>Anchorage connector hardware meets the requirements of ANSI Z359.12</p>	N/A	<p>PASS</p> <p>PASS</p>

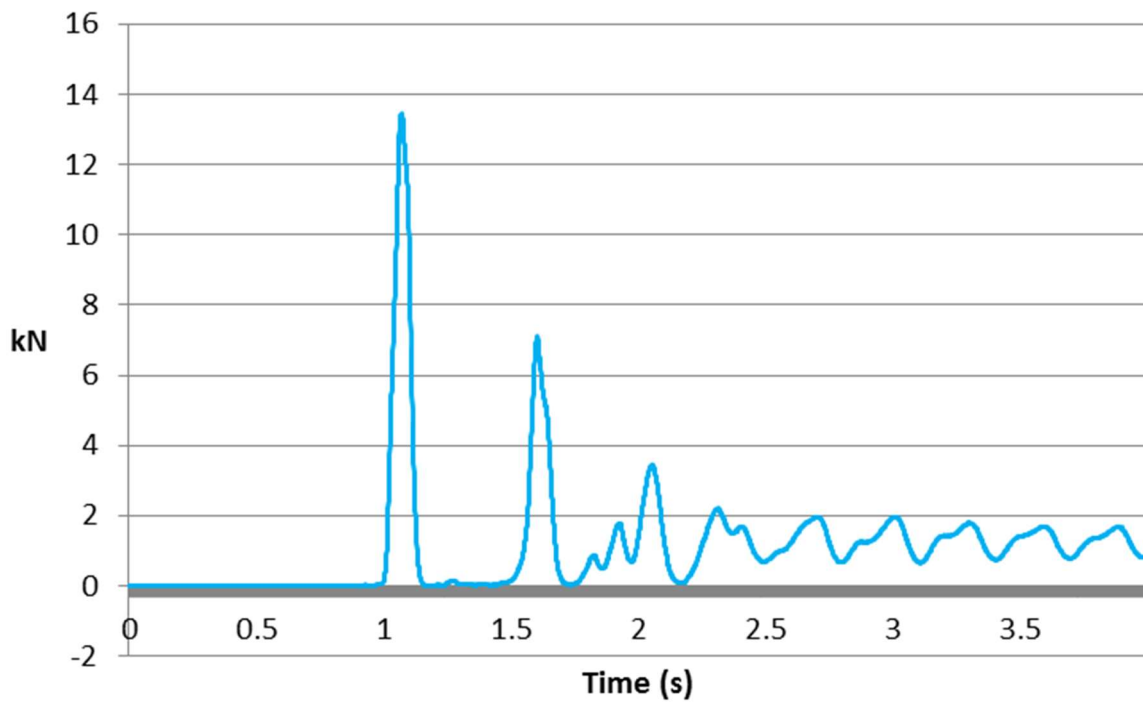
ANSI Z359.18 – 2017 CLAUSE / TEST	ANSI Z359.18 – 2017 REQUIREMENT	RESULT / COMMENT	UoM (See note 1)	PASS / FAIL
3.2 Performance Requirements – 3.2.1 Static Strength Requirements	<p>Type A & T – The anchorage connector shall be capable of resisting a static load of at least 5,000 pounds (22.2kN). The anchorage connector may deform provided that, where operable gates are used, the deformation shall not create a separation of more than 1/8 inch (3mm) between the gate and the body</p> <p>Type D – The anchorage connector shall be capable of resisting a static load of the greater of 1.5 times the maximum arrest force in the dynamic strength test and 2,700 pounds (12.0kN), but not greater than 5,000 pounds (22.2kN). The anchorage connector may deform provided that, where operable gates are used, the deformation shall not create a separation of more than 1/8 inch (3mm) between the gate and the body</p>	<p>Sample 1 – “UFA20504”</p> <p>Anchorage Type: T Static load required: 5,000 pounds / 22.2kN Peak force: 22.35kN Force held for: 3:00 minutes Mode of failure: N/A Deformation: N/A</p>	± 0.54%	PASS
		<p>Sample 2 – “UFA20504”</p> <p>Anchorage Type: T Static load required: 5,000 pounds / 22.2kN Peak force: 22.34kN Force held for: 3:00 minutes Mode of failure: N/A Deformation: Slight signs of damage at around 2 minutes during 3 minute hold</p>		PASS
		<p>Sample 3 – “UFA20004”</p> <p>Anchorage Type: T Static load required: 5,000 pounds / 22.2kN Peak force: 22.36kN Force held for: 3:00 minutes Mode of failure: N/A Deformation: N/A</p>		PASS
3.2 Performance Requirements – 3.2.2 Dynamic Strength Requirements	<p>Type A, T & D – The anchorage connector shall successfully arrest the test weight. The anchorage connector may deform provided that, where operable gates are used, the deformation shall not create a separation of more than 1/8 inch (3mm) between the gate and the body</p>	<p>Sample 1 – “UFA20504” (See graph 1)</p> <p>128kg test mass held Deformation: N/A</p>	± 0.18%	PASS
		<p>Sample 2 – “UFA20504” (See graph 2)</p> <p>128kg test mass held Deformation: N/A</p>		PASS
		<p>Sample 3 – “UFA20504” (See note 3) (See graph 3)</p> <p>128kg test mass held Deformation: N/A</p>		PASS

ANSI Z359.18 – 2017 CLAUSE / TEST	ANSI Z359.18 – 2017 REQUIREMENT	RESULT / COMMENT	UoM (See note 1)	PASS / FAIL
3.2 Performance Requirements – 3.2.3 Residual Strength Requirements	Type A, T & D – The anchorage connector shall successfully arrest the drop of the test weight and maintain the test weight in suspension for at least 1 minute. The anchorage connector may deform provided that, where operable gates are used, the deformation shall not create a separation of more than 1/8 inch (3mm) between the gate and the body	Sample 1 – “UFA20504” (See graph 4) 128kg test mass held. Following test mass left suspended for 1 minute without failure Deformation: N/A	± 0.98%	PASS
		Sample 2 – “UFA20504” (See graph 5) 128kg test mass held. Following test mass left suspended for 1 minute without failure Deformation: N/A		PASS
		Sample 3 – “UFA20504” (See note 3) (See graph 6) 128kg test mass held. Following test mass left suspended for 1 minute without failure Deformation: N/A		PASS
3.2 Performance Requirements – 3.2.4 Serviceability Load Requirements	Type A – There is no serviceability load requirement for Type A anchorage connectors Type T and D – Any cracking, breaking or permanent deformation of load bearing parts of the anchorage connector visible to the unaided eye shall constitute test failure	Sample 1 – “UFA20504” – tested choked around test beam Peak force load: 11.54kN Deformation of load bearing parts: No visible evidence of damage	Type T ± 0.417% Type D ± 1.07%	PASS
		Sample 2 – “UFA20504” – tested choked around test beam Peak force load: 11.46kN Deformation of load bearing parts: No visible evidence of damage		PASS
		Sample 3 – “UFA20004” – tested choked around test beam Peak force load: 11.56kN Deformation of load bearing parts: No visible evidence of damage		PASS

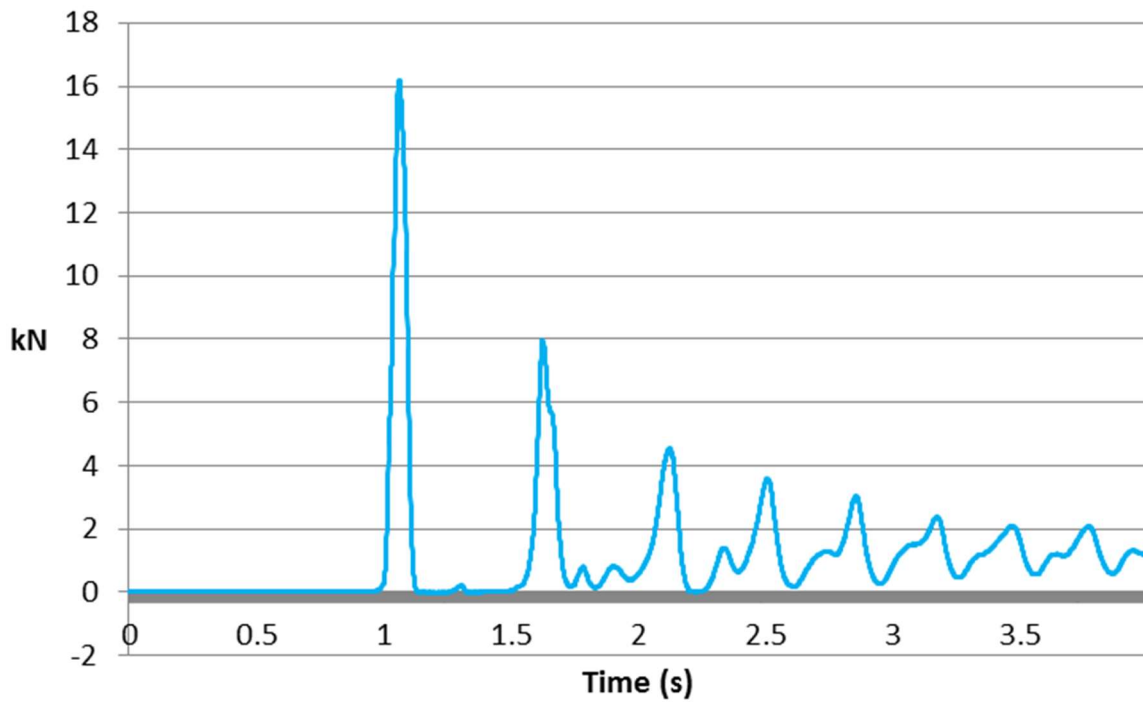
ANSI Z359.18 – 2017 CLAUSE / TEST	ANSI Z359.18 – 2017 REQUIREMENT	RESULT / COMMENT	UoM (See note 1)	PASS / FAIL
3.2 Performance Requirements – 3.2.5 Corrosion Test Requirements	<p>Type A & Type D anchorage connectors that include ferrous metal load-bearing components made of materials other than stainless steel or hot-dipped galvanised steel shall pass the 48 hour corrosion test. The presence of red rust, visible to the unaided eye, or other evidence of corrosion of the base metal shall constitute failure of the salt spray test. Post-test presence of white scale on hardware surface is permitted. Components that have had salt spray testing in accordance with another Z359 standard need not be tested for corrosion under this standard</p> <p>Type T anchorage connectors that include ferrous metal load-bearing components made of materials other than stainless steel or hot-dipped galvanised steel shall pass the 500 hour corrosion test. The presence of red rust, visible to the unaided eye, or other evidence of corrosion of the base metal shall constitute failure of the salt spray test. Post-test presence of white scale on hardware surface is permitted</p>	<p>Components meet requirements of ANSI Z359.12 – 2009 and therefore meet this clause</p> <p>Not applicable</p>	<p>See table 2</p>	<p>PASS</p> <p>N/A</p>



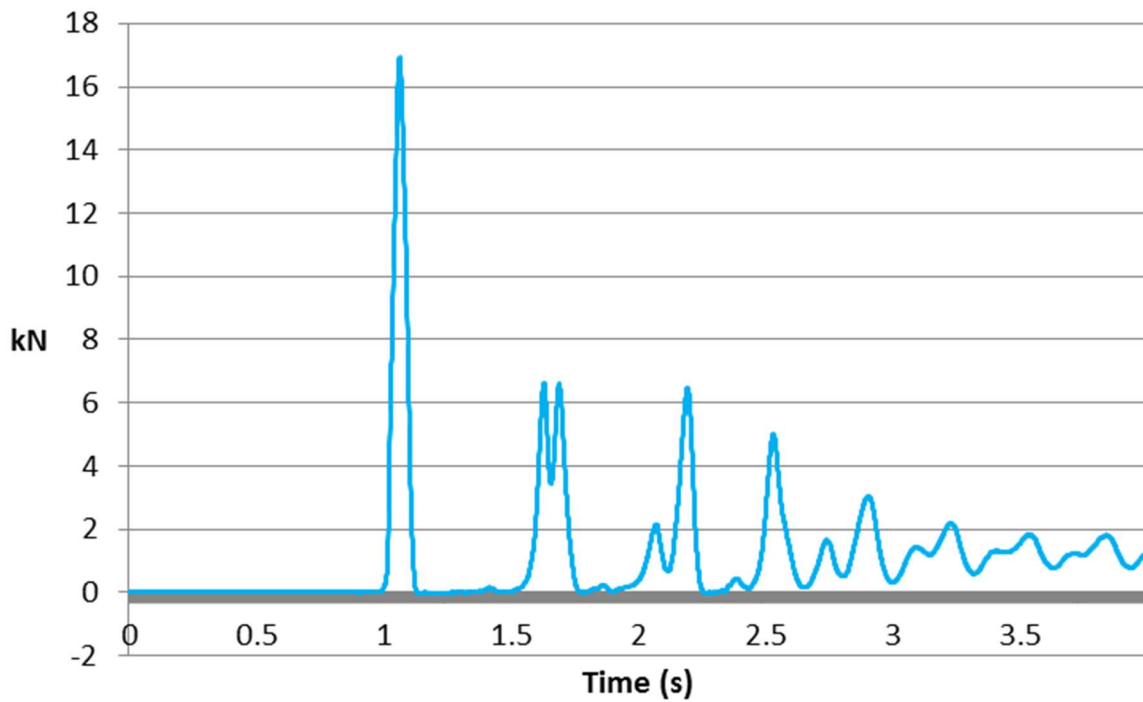
Graph 1 – Anchorage sling described as “UFA20004” 1 of 2, to clause 3.2.2 Dynamic Strength



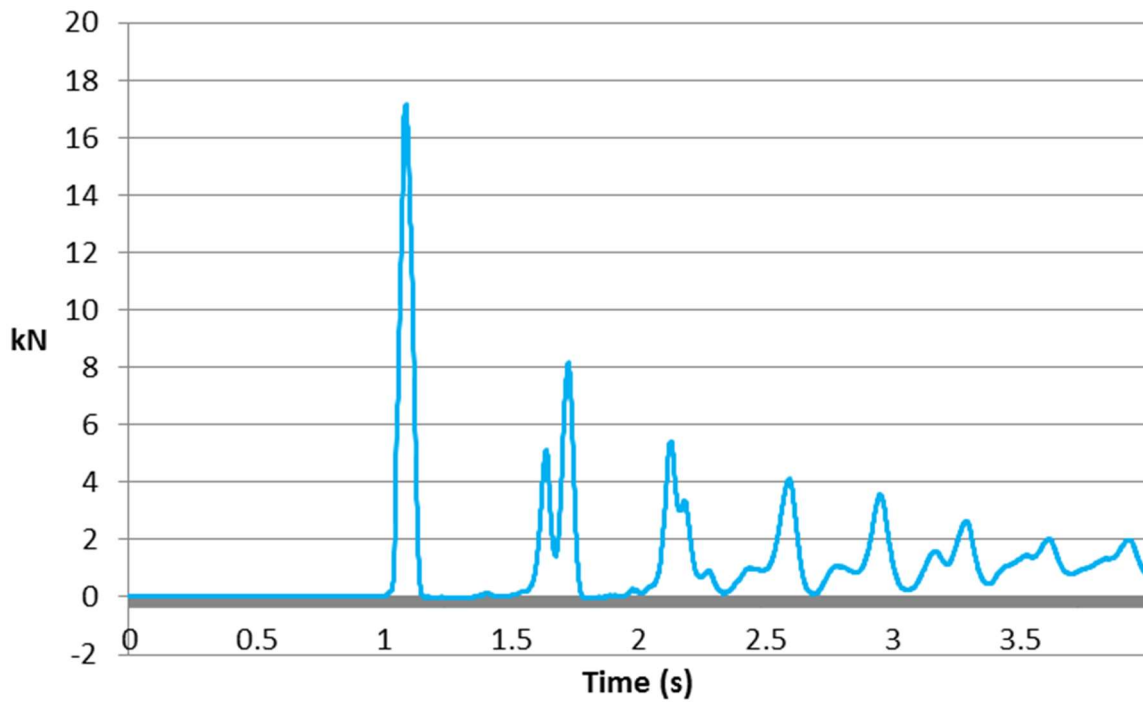
Graph 2 – Anchorage sling described as “UFA20004” to clause 3.2.2 Dynamic Strength



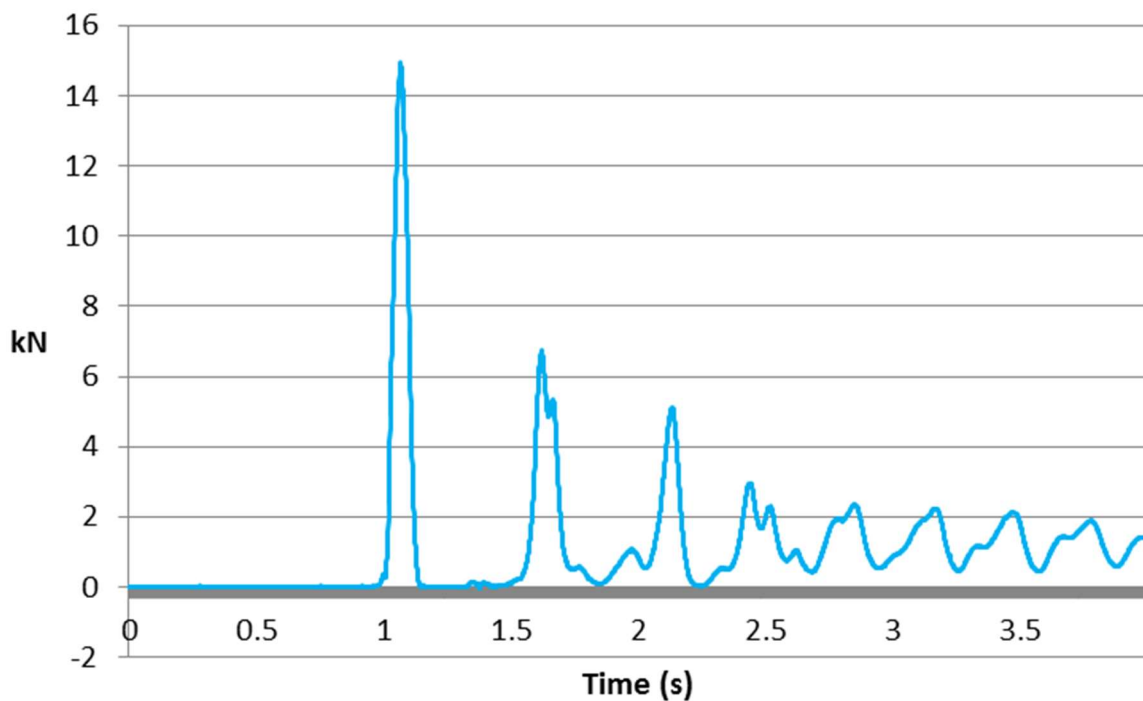
Graph 3 – Anchorage sling described as “UFA20004” 1 of 2, to clause 3.2.2 Dynamic Strength



Graph 4 – Anchorage sling described as “UFA20004” 1 of 2, to clause 3.2.3 Residual Strength



Graph 5 – Anchorage sling described as “UFA20004”, to clause 3.2.3 Residual Strength



Graph 6 – Anchorage sling described as “UFA20004” 2 of 2, to clause 3.2.3 Residual Strength

ADDITIONAL INFORMATION / NOTES

Table 2 – Additional uncertainty of measurement information (see note 1)

CLAUSE	TEST / COMPONENT	UoM (see note 1)
Corrosion resistance	Temperature	± 0.855 (°C)
	Fall-out rate of collected solution	± 2.1 (%)
	Specific gravity of collected solution	± 0.001 (g/ml)
	pH value of collected solution	± 0.046
	Angle of sample mounting (if applicable)	± 0.059 (°)

Note 1 – ‘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%

Note 2 - As the webbing of sample “UFA20504” was too large to undergo abrading conditioning prior to the dynamic strength and residual strength testing, a second sample of “UFA20004” was chosen to be tested a instead

Note 3 – Results taken from report reference SPC0279045/1850/3 Issue 2

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

- 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 SATRA's sole responsibility is to be present at the time of the work and to forward the results or confirm that the service has been undertaken. The Client agrees that unless otherwise agreed SATRA is not responsible for the condition or calibration of any equipment unless provided by SATRA.
- 10.6 Unless otherwise agreed in advance, test samples will be retained for 6 weeks from the date of the final report after which time they will be disposed of and SATRA shall cease to have any responsibility for such samples.
- Where the nature of the samples or the Services undertaken results in specialist disposal then SATRA reserves the right to pass the cost of such disposal onto the Client. Storage for longer periods may be possible only if agreed in advance and may incur a storage charge payable by the Client.
- Where practical and agreed in advance, samples may be returned at the Client's expense. However, samples are in most instances partially or fully destroyed as part of the work undertaken and SATRA cannot guarantee that samples will be returned in an "as new" condition.
- 10.7 Where SATRA receives documents reflecting engagements between the Client and third parties or documents belonging to third parties, such documents shall be considered as being for information only and shall not release the Client from any or all obligations to SATRA.
- 10.8 SATRA reserves the right to make changes to the Services, provided that such changes do not materially affect the nature or quality of the provision of these Services or where they are necessary in order to ensure that any applicable laws or safety requirements are complied with.
- 10.9 The Client acknowledges that SATRA by providing the Services, neither takes the place of the Client or any third party or releases them from any of their obligations.
- 11. CLIENT RESPONSIBILITIES RELATING TO THE PROVISION OF SERVICES**
- 11.1 The Client shall provide sufficient samples, information, instructions and documents as required to enable SATRA to carry out the Services in accordance with the methods, standards or other specifications as agreed.
- 11.2 Where applicable the Client shall allow access by members of SATRA staff to such premises where the Services are to be performed and provide any specialist equipment and personnel.
- 11.3 The Client shall inform SATRA in advance of any known hazards, dangers or other safety matters relating to samples submitted to SATRA or on site visits made by SATRA.
- 11.4 Where the Client fails to comply with any of its responsibilities SATRA reserves the right to suspend any Services until such time as the Client has complied and may require the Client to reimburse SATRA the amount of any additional costs arising from the suspension.
- 12. DELIVERY AND NON-DELIVERY OF GOODS**
- 12.1 Delivery dates for the supply of the Goods are approximate only and not guaranteed. Time of delivery is not of the essence of the Contract and SATRA shall not be liable for any delay in delivery of Goods.
- 12.2 Should expedited delivery be requested and agreed, SATRA shall be entitled to make additional charges to cover overtime or any other additional costs.
- 12.3 Delivery of the Goods shall take place at such location as SATRA and the Client agree. If the Client agrees to collect the Goods from SATRA's premises, then delivery will take place at those premises in which case the consignment of Goods as recorded by SATRA upon dispatch shall be evidence of the Goods received by the Client unless the Client can provide conclusive evidence to the contrary.
- 12.4 SATRA shall not be liable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery in accordance with clause 13.2. Liability for non-delivery of Goods shall in any event be limited to replacing the Goods within a reasonable time frame or the issue of a credit note to the value of the Goods not delivered.
- 12.5 Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA reserves the right to charge for storage and for all expenses incurred, including loss of or wastage of resources that cannot otherwise be used. If the delay extends beyond 30 days SATRA shall be entitled to immediate payment for any Goods that are ready for delivery, and any other additional costs.
- 12.6 If for any reason the Client fails to 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:
- 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
 - 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: -
- 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
 - 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:
- hold the Goods as SATRA's bailee;
 - 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);
 - not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - 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:
- the Client's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - 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
 - 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:
- 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
 - SATRA is given a reasonable opportunity of examining such Goods; and
 - 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:
- 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
 - 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
 - the Client has breached any of the terms of the Contract under which the Goods were supplied; or
 - 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:
- 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;
 - 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 – December 2016