



# BCTC

CARPET TECHNICAL CENTRE

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Our Ref: 2400428/06/07  
Your Ref:  
Order No: 2703692

05 July 2007  
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Client: Polyflor Limited  
PO Box 3  
Radcliffe New Road  
Whitefield  
Manchester  
M45 7NR

Job Title: **Electrical Resistance Tests on One Sample of Vinyl Flooring**

Material Received: 19 June 2007

Description of Sample: **Polyflor EC**

Note: One sample of vinyl flooring was adhered to hardboard in accordance with the manufacturer's guidelines. Between the samples were copper grounding strips to simulate an installed sample.

Brief: BCTC were requested to carry out Electrical Resistance Tests on the sample supplied.

Uncertainty: An estimation of uncertainty of measurement has not been taken into account when making a judgement to any pass/fail criteria.

MEMBER OF THE  
ORGANISATION OF  
TEST LABORATORIES



This report is incomplete without all the pages specified above  
BCTC is a business centre of BTTG Testing & Certification Ltd, Unit 14, Wheel Forge Way,  
Ashburton Road West, Trafford Park, Manchester M17 1EH, Company No. 04669650  
The supply of all goods and services is subject to our conditions of sale, copies of which are available from  
our web site – [www.bttg.co.uk/GeneralDocs/TermsAndConditions.pdf](http://www.bttg.co.uk/GeneralDocs/TermsAndConditions.pdf)



Polyflor Ltd

**Determination Electrical Resistance**

Three specimens from the sample were pre-conditioned for a minimum seven days at  $23 \pm 1^\circ\text{C}$  and  $50 \pm 2\%$  r.h.

The horizontal, vertical and groundable resistance from each specimen was measured, in accordance with IEC 61340-4-1. The applied voltage was 100 volts and the resistance measured using an ohm meter.

<u>Type of Resistance</u>	<u>Electrical Resistance (ohms)</u>
Horizontal	$7.6 \times 10^5$
	$7.4 \times 10^5$
	$6.4 \times 10^5$
	$7.6 \times 10^5$
	$7.1 \times 10^5$
	$7.0 \times 10^5$
	Mean: $7.2 \times 10^5$
Vertical	$1.7 \times 10^6$
	$1.8 \times 10^6$
	$1.4 \times 10^6$
	$1.9 \times 10^6$
	$1.7 \times 10^6$
	$2.1 \times 10^6$
	Mean: $1.8 \times 10^6$
Groundable	$3.4 \times 10^5$
	$3.8 \times 10^5$
	$3.6 \times 10^5$
	$3.1 \times 10^5$
	$3.4 \times 10^5$
	$3.8 \times 10^5$
	Mean: $3.5 \times 10^5$




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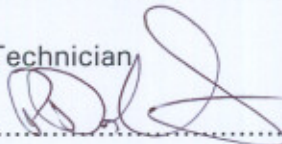
Date: 05 July 2007  
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Polyflor Ltd

The information contained on page no's 1/3 of this certificate is hereby certified to be a correct statement of the tests and investigations carried out by the British Carpet Technical Centre on the materials referred to.

Signed..........Date.....05/07/07.....

K Pillinger  
Laboratory Technician

Reported By..........Date.....5/7/07.....

P Doherty  
Operational Head

## BTTG Testing and Certification Limited.

- 9.2 Where a Customer withdraws from any conference or seminar (other than a special conference or seminar arranged for that Customer's personnel alone) not less than 1 week before its date, the fee paid will be returned less a deduction of 20% for administration charges. No refund can be made for cancellations received at less than 7 days' notice or for any cancellation by the Customer of a seminar or conference arranged for a Customer's personnel alone.
- 9.3 The Company shall not be liable to the Customer for any loss or damage suffered as a result of the information provided at any conference or seminar being false, inaccurate, out of date or misleading in any respect.
10. **LIMITATION OF LIABILITY**
- 10.1 Where the Goods are delivered to the Company for the Services and such Goods are, under the Contract, returnable to the Customer then if the Company is unable for any reason to return the Goods to the Customer (taking into account Condition 7.3), the Company's liability in respect of the missing Goods shall not exceed the replacement cost of goods of the same description, if available in the United Kingdom, or if they are not available there, their cost to the Customer.
- 10.2 Where the Customer supplies inconsistent instructions on any matter relating to the Services, the Company shall not be liable for any loss, damage, error or mistake which results from following any of those instructions in good faith.
- 10.3 Subject to Condition 10.11 the Company shall not be liable to the Customer for any loss or damage, whether direct, consequential or otherwise, resulting from any inaccuracy in the results reported unless caused by the Company's negligence.
- 10.4 Subject to Condition 10.11 and further to Condition 3.5 and 3.6, the Company shall not be liable to any third parties who rely on the information given in any report produced as part of the Services.
- 10.5 Reports are based on the law, methods, technology and conventional wisdom and knowledge available or current at the time and the Company shall not be liable to the Customer for any changes in the same which become available after the date of any such report.
- 10.6 Subject to Condition 10.11 in no circumstances shall the Company be liable to the Customer, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof:
- 10.6.1 for any increased costs or expenses;
  - 10.6.2 for any loss of profit, business, contracts, revenues or anticipated savings; or
  - 10.6.3 for any special indirect or consequential damage of any nature whatsoever;
- arising directly or indirectly out of the provision of the Services or of any error or defect therein, or of the performance, non-performance or delayed performance of the Company.
- 10.7 The Customer agrees with the Company that if the Customer shall suffer loss or damage as a result of any breach of any of the terms of the Contract by the Company or its servants or agents or as a result of the negligence of the Company or its servants or agents then the liability of the Company in respect of such loss or damage (taking into account Conditions 10.1 to 10.6) shall be limited to the lower of the following:-
- 10.7.1 the actual amount of any loss or damage suffered by the Customer; or
  - 10.7.2 a sum which is equal to 10 times the price of the Services charged to the Customer; or
  - 10.7.3 the sum of one million pounds (£1,000,000)
- 10.8 The limitation of the liability of the Company as referred to in Condition 10.7 shall subsist indefinitely notwithstanding the termination or completion of the Contract.
- 10.9 The Customer shall be responsible for arranging any insurance cover and paying all premiums to afford protection in respect of any loss or damage which it may suffer as a result of any breach failure or negligence upon the part of the Company or its servants or agents as referred to in Condition 10.7.
- 10.10 The limitation of liability contained in Condition 10.7 shall extend and apply not only to the Company but also to its servants and duly authorised agents.
- 10.11 The limitation of liability contained in Condition 10.7 shall not apply to any liability of the Company for any death or personal injury arising as a result of the negligence of the Company, as defined by Section 1.1 of the Unfair Contract Terms Act 1977.
11. **ACCEPTANCE OF LIMITATION OF LIABILITY BY THE CUSTOMER**
- 11.1 THE CUSTOMER AGREES AND ACCEPTS THAT, WITH REGARD TO THE LIMITATION OF LIABILITY CONTAINED IN THE PRECEDING CONDITION, SUCH LIMITATION OF LIABILITY IS PERFECTLY FAIR AND REASONABLE HAVING REGARD, INTER ALIA, TO THE FOLLOWING CIRCUMSTANCES:-
- 11.1.1 THAT THE POTENTIAL LOSSES WHICH COULD OR MIGHT BE CAUSED AS A RESULT OF ANY BREACH OR NEGLIGENCE AS REFERRED TO IN CONDITION 10 ARE GREATLY IN EXCESS AND WHOLLY DISPROPORTIONATE TO THE AMOUNT WHICH IS BEING CHARGED BY THE COMPANY TO THE CUSTOMER IN RESPECT OF THE PROVISION BY THE COMPANY OF THE VARIOUS SERVICES REFERRED TO IN THE CONTRACT;
  - 11.1.2 THAT THE COMPANY IS ANXIOUS TO KEEP ITS CHARGES IN RESPECT OF THE SERVICES PROVIDED BY IT TO AS LOW A LEVEL AS REASONABLY POSSIBLE, FOR THE BENEFIT OF THE CUSTOMER AND ALL THE COMPANY'S OTHER CUSTOMERS;
  - 11.1.3 THAT, WHILE THE COMPANY AND THE CUSTOMER REGARD THE LEVEL OF INSURANCE COVER HELD BY THE COMPANY AS BEING ADEQUATE AND REASONABLE THE COST OF ADDITIONAL INSURANCE COVER WOULD BE DISPROPORTIONATELY EXPENSIVE GIVEN THE NATURE OF THE SERVICES AND THE PRICE BEING PAID BY THE CUSTOMER.
- 11.2 THE CUSTOMER CONFIRMS THAT:
- 11.2.1 IT HAS READ AND FULLY UNDERSTANDS THE TERMS OF BOTH CONDITION 10 AND CONDITION 11;
  - 11.2.2 IT HAS BEEN OFFERED THE OPPORTUNITY TO PAY A HIGHER CHARGE FOR THE SERVICES IN RETURN FOR THE COMPANY ACCEPTING A HIGHER LEVEL OF LIABILITY BUT HAS DECLINED TO DO SO;
  - 11.2.3 IT ACCEPTS THE LIMITATION OF LIABILITY IN CONDITION 10 ON THIS BASIS.
12. **INDEMNITY**
- 12.1 The Customer undertakes to indemnify the Company against all claims relating to or arising from the Services supplied to the Customer by the Company in respect of any loss, damage or expense sustained by any third party howsoever caused save for death or personal injury caused in whole or in part by the Company's negligence.
13. **DEFAULT OR INSOLVENCY OF CUSTOMER**
- 13.1 Condition 13 applies if:-
- 13.1.1 the Customer defaults in any of his commitments with the Company; or
    - 13.1.2 the Customer makes any voluntary arrangement with his creditors or becomes subject to an administration order or becomes bankrupt; or (being a company) goes into liquidation (other than for the purposes of amalgamation or reconstruction); or
    - 13.1.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property and assets of the Customer; or
    - 13.1.4 the Customer ceases, or threatens to cease, to carry on business; or
    - 13.1.5 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
  - 13.2 If Condition 13 applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel any uncompleted Contract forthwith and to withdraw any certificates that have been awarded or offered.
  - 13.3 In the event of an occurrence as outlined in Condition 13.1, then the Customer shall indemnify the Company against all loss including loss of profit, costs (including the costs of labour and materials used and overheads incurred) and all other expenses and damages connected with the Contract and its cancellation.
  - 13.4 If the Customer shall become aware that any of the circumstances mentioned in Condition 13.1 has or is likely to occur, then the Customer shall inform the Company of the occurrence or likely occurrence of such event immediately.
  - 13.5 The Customer shall indemnify the Company in respect of all legal administration and other costs and expenses resulting from any breach by the Customer of these Conditions, or the Contract or its lawful termination by the Company.
14. **FORCE MAJEURE**
- 14.1 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or failure to perform, any of the Company's obligations in relation to the Contract if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:-
- 14.1.1 Act of God, explosion, flood, tempest, fire or accident;
  - 14.1.2 war or threat of war, sabotage, civil disturbance or requisition;
  - 14.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
  - 14.1.4 import or export regulations or embargoes;
  - 14.1.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or a third party);
  - 14.1.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
  - 14.1.7 power failure or breakdown in machinery;
  - 14.1.8 lack of co-operation by the Customer.
15. **INTELLECTUAL PROPERTY**
- All intellectual property including but not limited to copyright in any report or other written material produced by the Company shall belong to the Company and shall not, save as specifically agreed otherwise in writing, be reproduced or copied in whole or in part. Any report delivered to the Customer by the Company shall remain the property of the Company.
16. **SUBCONTRACTING**
- 16.1 The Company reserves the right to subcontract the fulfilment of the Order or any part of it and may, at its discretion, subcontract the Services to any laboratory that fulfils the regulations in the current UKAS quality system. For Testing Activities covered by BTTG accreditation to BS EN ISO/IEC 17025:2000, the client will be notified of the requirement for sub-contracting as part of the standard contract review process.
- 16.2 The Company shall subject to these Conditions be responsible to the Client for the actions and omissions of subcontractor, save where the Client or a regulatory authority has specified which subcontractor is to be used.
- 16.3 The Company shall maintain a register of all subcontractors that it uses for tests and a record of the evidence of compliance with regulatory bodies.
- 16.4 Where any part of the Services are performed by any person as subcontractor or agent for the Company, these Conditions shall, mutatis mutandis apply in respect of the work or services performed by that person.
17. **GENERAL**
- 17.1 Any notice or report required or permitted to be given by either party to the other under these Conditions or Services shall be in writing addressed to that other party at its registered office or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice or report.
- 17.2 No waiver by the Company of any breach of the Contract by the Customer shall be considered a waiver of any subsequent breach of the same or any other provision.
- 17.3 If any of the provisions of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions in question shall not be affected thereby.
- 17.4 The Contract shall be governed by the laws of England and for the purposes of settlement of any disputes arising out of or in conjunction with these Conditions or the Contract the parties hereby irrevocably submit themselves to the exclusive jurisdiction of the English Courts.
- 17.5 This Contract is between the Company and the Customer and is not assignable without the consent of the Company.
- 17.6 The breach of any Holding, Subsidiary, or Associated Company (as defined in Section 736 of the Companies Act 1985 as amended) of the Customer of any of the terms and conditions of any contract agreement or other arrangement with the Company shall be deemed to be a breach of the terms of the Contract and shall entitle the Company to take or refrain from taking all acts and remedies to which it is entitled under these Conditions as if such default had been a breach or default under the Contract.
- 17.7 Save in the case of subcontractors, or other agents of the Company no person who is not a party to the Contract shall be entitled to enforce any provision of the Contract and to that extent the Contract (Rights of Third Parties) Act 1999 shall not apply to any provision of the Contract.