



Grenfell Tower Inquiry

Day 92

February 17, 2021

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Phone: +44 (0)20 3008 5900

Email: [transcripts@opus2.com](mailto:transcripts@opus2.com)

Website: <https://www.opus2.com>

1 Wednesday, 17 February 2021  
 2 (10.00 am)  
 3 SIR MARTIN MOORE—BICK: Good morning, everyone. Welcome to  
 4 today's hearing. As usual, I'm here with my fellow  
 5 panel members, Ms Istephan and Mr Akbor.  
 6 MS ISTEPHAN: Good morning.  
 7 MR AKBOR: Good morning, everyone.  
 8 SIR MARTIN MOORE—BICK: Today we're going to continue  
 9 hearing evidence from Mr Schmidt, the president of  
 10 Arconic.  
 11 The first thing I need to do is to ensure that our  
 12 interpreters are online, so to speak, and can hear and  
 13 see everything that's necessary.  
 14 MS KENNEDY: We are both online and we can both see and hear  
 15 you.  
 16 SIR MARTIN MOORE—BICK: Thank you very much indeed.  
 17 So the next thing we do is to check that Mr Schmidt  
 18 is there, and that he's able to see me and hear me  
 19 clearly.  
 20 Mr Schmidt, are you there?  
 21 MR CLAUDE SCHMIDT (continued)  
 22 (Evidence via interpreter)  
 23 THE WITNESS: (Interpreted): Yes, and good morning to  
 24 everyone.  
 25 SIR MARTIN MOORE—BICK: Thank you, and good morning to you.

1

1 We are going to resume your evidence in just  
 2 a moment, but I think we had better go through the usual  
 3 procedure. So I'm going to ask you to begin by  
 4 confirming that you are alone in the room from which  
 5 you're giving evidence.  
 6 THE WITNESS: (Interpreted): I can confirm that.  
 7 SIR MARTIN MOORE—BICK: Can you confirm that you have no  
 8 documents or other materials in the room with you?  
 9 THE WITNESS: (Interpreted): I can confirm that also.  
 10 SIR MARTIN MOORE—BICK: Thank you.  
 11 Can you confirm, please, that your mobile phone is  
 12 in another room and that you have no other electronic  
 13 device with you which is capable of receiving messages?  
 14 THE WITNESS: (Interpreted): I can confirm that.  
 15 SIR MARTIN MOORE—BICK: Good, thank you very much.  
 16 Well, the procedure will be the same as it was  
 17 yesterday. We shall have a break during the morning at  
 18 round about 11.15, but if you feel you need a break at  
 19 any other time, please indicate that.  
 20 THE WITNESS: (Interpreted): Thank you.  
 21 SIR MARTIN MOORE—BICK: Is there anything you would like to  
 22 raise or to ask me before we carry on?  
 23 THE WITNESS: (Interpreted): No, not at all.  
 24 SIR MARTIN MOORE—BICK: Thank you.  
 25 Well, in that case, I'll invite Mr Millett to

2

1 continue his questioning.  
 2 Yes, Mr Millett.  
 3 Questions from COUNSEL TO THE INQUIRY (continued)  
 4 MR MILLETT: Mr Chairman. Good morning, Mr Chairman, good  
 5 morning, members of the panel, and good morning,  
 6 Mr Schmidt.  
 7 Mr Schmidt, I would like to begin this morning by  
 8 asking you about one further European Standard fire test  
 9 in 2006. This is the 2006 Reynobond FR rivet test.  
 10 Can we please go to {BBA00008288}. In the French,  
 11 that is {ARC\_T000017}. If we can have both of those up,  
 12 thank you very much. You will see the English on the  
 13 left and the French on the right.  
 14 This is the reaction to fire classification report  
 15 number RA06—0372 under European Standard NF EN 13501—1.  
 16 If you look at that first page there, you can see that  
 17 the commercial brand tested was Reynobond FR, the date  
 18 of issue was 19 October 2006, and the report was valid  
 19 for five years from that date.  
 20 Can we go to page 2, please, in both versions  
 21 {BBA00008288/2} {ARC\_T000017/2}. You can see there,  
 22 under "Product description":  
 23 "Composite panel consisting of two precoated  
 24 aluminium sheets thermally bonded on either side of  
 25 a polyethylene core.

3

1 "Tested system: riveted on metal substructure."  
 2 Then you go on to see that it says that the  
 3 finishing coat was Duragloss 5000, 35 microns, and the  
 4 colour was "gold—coloured". Do you see that?  
 5 If you go to page 4, please, in both versions  
 6 {BBA00008288/4} {ARC\_T000017/4}, and look at the bottom  
 7 of the page, you will see two signatures of the  
 8 officials at the CSTB with a date above it, 19 October  
 9 2006, and if you go a little bit higher up the page on  
 10 each version, if the operator could just scroll upwards,  
 11 we can see the classifications there under paragraph 4.2  
 12 in the box:  
 13 "Fire behaviour: B.  
 14 "Smoke production: s1.  
 15 "Flaming droplets or debris: d0.  
 16 "Classification : B—s1, d0."  
 17 Do you see that?  
 18 A. (Interpreted): Yes.  
 19 Q. Thank you.  
 20 Then under section 4.3, "Field of application", it  
 21 says:  
 22 "This classification is valid for the following  
 23 product parameters."  
 24 They're there set out.  
 25 Then underneath that:

4

1 "This classification is valid for the following  
2 end use conditions."  
3 Then please see it says:  
4 "Riveted system on metal substructure."  
5 Do you see that?  
6 A. (Interpreted): Yes.  
7 Q. "With a minimum air gap of 20 mm."  
8 Now, I've shown you this certificate or report of  
9 classification; did you see this document at the time,  
10 or once you became managing director in 2007?  
11 A. (Interpreted): No, I don't think so.  
12 Q. Have you ever seen it before today, when I'm showing it  
13 to you?  
14 A. (Interpreted): I believe I never saw it before.  
15 Q. So do we take it that when you were preparing your  
16 witness statements you were not shown this test report?  
17 A. (Interpreted): No, I don't think so, no.  
18 Q. Now, as far as we, the Inquiry, has been able to tell  
19 from the records, Arconic did not do another test on PE  
20 core, but instead chose to perform a test on FR core,  
21 and this is the report.  
22 My question is: do you know why Arconic did not do  
23 another test on PE core but only FR core?  
24 A. (Interpreted): I don't think that was the question —  
25 was there a direct question in this?

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1 Q. There was. I'll put it: do you know why Arconic did not  
2 do another test on PE core but only on FR core?  
3 A. (Interpreted): No.  
4 Q. Now, this test, as you can see, was rivet—fix; do you  
5 know whether Arconic performed a test on Reynobond FR in  
6 cassette—fix?  
7 A. (Interpreted): No.  
8 Q. You can see that this test was set up with an air gap of  
9 20 millimetres. We saw yesterday that the air gap in  
10 test 5A for PE core was 50 millimetres. Do you know why  
11 there was a difference?  
12 A. (Interpreted): I mean, what I've just seen on this  
13 document you've just showed me is that the gap, the air  
14 gap, is a minimum of 20 millimetres, so I don't know if  
15 the air gap was effectively 20 millimetres or something  
16 else. And if they had decided to stick to an air gap of  
17 20 millimetres, I don't know at all why.  
18 Q. I'm now going to turn to a different topic, which is the  
19 decision to obtain a BBA certificate for the UK market.  
20 It's specifically for Reynobond 55.  
21 Can we start by looking at Mr Wehrle's statement,  
22 please, English {MET00053190/22}, paragraph 72, in the  
23 French, {MET00048342/28}, paragraph 72 again. I want  
24 just to put to you, show you, the first sentence of that  
25 paragraph.

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1 If you read that in the French, I'll read it out in  
2 the English. He says:  
3 "Many of the certifications, like the  
4 BBA certificate are largely obtained for marketing  
5 purposes, and hence I am reliant on colleagues in the  
6 overseas sales teams to decide why (if any)  
7 certifications they wish to be obtained in order to be  
8 better able to sell the products."  
9 A. (Interpreted): Yes.  
10 Q. To the best of your understanding, was that the purpose  
11 of the BBA certificates?  
12 A. (Interpreted): Yes.  
13 Q. Is it right that a salesperson in a particular region  
14 would usually propose that Arconic should get specific  
15 certifications?  
16 A. (Interpreted): Yes.  
17 Q. And is the reason for that that the specific  
18 certifications would help that salesperson sell the  
19 product in that particular region?  
20 A. (Interpreted): Yes.  
21 Q. So does that mean that, in the UK, Arconic was dependent  
22 upon the UK sales team for being told what  
23 certifications were necessary to assist sales in the UK?  
24 A. (Interpreted): Yes, I think so.  
25 Q. And is it right that before the end of 2007 that was

7

1 Colin Southgate, and then after that Deborah French, and  
2 then after her, Vince Meakins, for Reynobond 55?  
3 A. (Interpreted): Yes.  
4 Q. Now, it's right, is it not — and if you don't know,  
5 tell me — that Arconic had a BBA certificate for  
6 Reynolux in about 1987?  
7 A. (Interpreted): I'm sorry, sir, did you say 1987 or 1997?  
8 Q. 1987.  
9 A. (Interpreted): Yes.  
10 Q. In your role involved in the production of Reynolux in  
11 the late 1990s, you were aware of the existence and role  
12 of the BBA; yes?  
13 A. (Interpreted): Yes.  
14 Q. Can we take it that you were broadly aware of what  
15 a BBA certificate was?  
16 A. (Interpreted): Yes.  
17 Q. And you were broadly aware of why Arconic might want  
18 a BBA certificate for one of its products?  
19 A. (Interpreted): Yes.  
20 Q. Am I right in thinking that you thought that the BBA,  
21 when preparing their certificate, would be painstaking  
22 and thorough?  
23 A. (Interpreted): Yes.  
24 Q. And that you thought the BBA would be diligent in  
25 assessing Arconic's products for certification?

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1 A. (Interpreted): Yes.  
 2 Q. Now, I want to ask you, against that background, about  
 3 Arconic's BBA application in August 2006. So this is  
 4 a year before you became managing director at Merxheim.  
 5 My first question is a general one: were you  
 6 involved at all at the time — August 2006 — in  
 7 Arconic's decision to submit an application form to the  
 8 BBA?  
 9 A. (Interpreted): No.  
 10 Well, as I said yesterday, in 2005/2006 I was busy  
 11 preparing an MBA, so I used to spend a lot of time  
 12 outside the company, but when I was there, in parallel,  
 13 I was responsible for the launch of a new plant in  
 14 China.  
 15 Q. I understand.  
 16 Well, I'm going to show you a document, and if you  
 17 can't help me with it, then we can take it quickly.  
 18 Can you please go to the application form which  
 19 Claude Wehrle has exhibited, and I just want to start  
 20 with {MET00053158\_P13/167}, English version, French  
 21 version, please, {ARC\_T000022/1}. Thank you.  
 22 Now, this is the cover page of the application. Is  
 23 this a document that you have ever seen before, do you  
 24 think?  
 25 A. (Interpreted): I believe I saw it on Monday, when you

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1 put the document online. But I'd never seen it before.  
 2 Q. Right.  
 3 Now, I'm going to ask you one or two questions about  
 4 it in some detail and see if you can help us with it.  
 5 Can we please go to page 169 in the English  
 6 {MET00053158\_P13/169}, page 4 in the French  
 7 {ARC\_T000022/3}.  
 8 Now, it says here under section 1, you can see it:  
 9 "Product name: REYNOBOND 55."  
 10 Do you see that?  
 11 A. Oui.  
 12 Q. "Description of proposed use:  
 13 "REYNOBOND is used in architecture for: Ventilated  
 14 facades, Infill for curtain walls, Cladding, roof  
 15 construction and rims."  
 16 Then underneath that it says, paragraph 1.3:  
 17 "Description of claimed performance level ...  
 18 "Fire classification : BS 476 Part 6: Fire  
 19 propagation index = 1.0 — BS 476 Part 7: class 1  
 20 (Warrington fire research reports 132316 and 132317)."  
 21 A. (Interpreted): Yes.  
 22 Q. Those reports, I think I showed you yesterday, the ones  
 23 dated 12 September 2003, were for Reynobond 55 FR; do  
 24 you remember that?  
 25 A. (Interpreted): Yes.

10

1 Q. Just so that everybody can check, the references to  
 2 those are {BBA00000053} and {BBA00000050}, and for those  
 3 in the French, just in case it's necessary to check  
 4 them, {ARC\_T000016} and {ARC\_T000015}. I've given you  
 5 those references.  
 6 Can we go to page 171 in the English  
 7 {MET00053158\_P13/171} and page 5 in the French  
 8 {ARC\_T000022/5}. Here you can see under section 2.1 it  
 9 says:  
 10 "Please describe your Product and Product range."  
 11 Then it says, please follow in the French:  
 12 "REYNOBOND is a composite panel made out of two  
 13 aluminium sheets (thickness 0.5mm) pre-coated and  
 14 thermally bonded to each side of a polyethylene core.  
 15 Please see attached literature and drawings for this  
 16 description.  
 17 "As you can see, there are different thicknesses: 3,  
 18 4, and 6 mm and two different cores PE and FR  
 19 (Fire Retardant)."  
 20 Let's look at page 173, then, in the English  
 21 {MET00053158\_P13/173}, page 7 in the French  
 22 {ARC\_T000022/7}. Here is a list of certificates, and in  
 23 the penultimate box you can see under the list there is  
 24 a test for fire propagation, and there are the same  
 25 Warrington Fire Research tests, 132316 and 132317, that

11

1 were referred to before, which are FR. Do you see that?  
 2 Then if we go to page 176 in the English  
 3 {MET00053158\_P13/176} and page 10 in the French  
 4 {ARC\_T000022/10}, we can see that here is the signature  
 5 page. Claude Wehrle signs it on behalf of AAP, as the  
 6 technical manager for Reynobond, and the date is  
 7 9 March 2004.  
 8 I don't think you'll be able to help us with the  
 9 date, but the Inquiry's inference is that that's  
 10 hangover date from an earlier application form that was  
 11 filled in in 2004 by Mr Wehrle, but was then halted, he  
 12 said, for commercial reasons, and he has explained that  
 13 in his witness statement. So that explains the date.  
 14 My questions for you are: I've shown you the  
 15 application form in part; on what I've shown you, do you  
 16 accept that it's made very clearly on the basis that  
 17 Reynobond can have either a PE core or an FR core?  
 18 A. (Interpreted): Yes.  
 19 Q. But, as we've seen, do you accept, just on this  
 20 document, that the fire performance claimed in this  
 21 application is only as to the FR core?  
 22 A. (Interpreted): Yes.  
 23 Q. Are you able to explain why that is?  
 24 A. (Interpreted): No.  
 25 Q. Are you able to explain why this application form does

12

1 not spell out clearly to the BBA the fact that the fire  
 2 performance identified is only for FR core?  
 3 A. (Interpreted): No.  
 4 Q. Do you agree with me that this application form  
 5 contained or identified no class 0 test or PE—core  
 6 Reynobond 55 at all?  
 7 A. (Interpreted): Yes, if the references correspond to the  
 8 tests that you showed me yesterday, then that's what  
 9 I can note.  
 10 Q. So do you agree with me that, at least at this stage,  
 11 August 2006, the BBA was given no evidence that  
 12 Reynobond 55 PE core had been subjected to and passed  
 13 a British Standard test leading to a class 0  
 14 classification?  
 15 A. (Interpreted): But you're talking about a document of  
 16 2004.  
 17 Q. Well, this document was re—compiled in 2006.  
 18 A. (Interpreted): Was it identical to this one?  
 19 Q. Well, I'm asking you. I think you're not familiar with  
 20 it. I'm putting to you what this document shows, and  
 21 I'm just inviting you to agree — I'll try it one more  
 22 time — that this document made no reference and  
 23 provided no evidence that Reynobond 55 PE core had been  
 24 subjected to and passed a British Standard test leading  
 25 to a class 0 classification.

13

1 A. (Interpreted): Yes, but I again don't understand,  
 2 because there was a document that was done in 2004 and  
 3 then another document was drawn up in 2006.  
 4 Q. And I think you can't help us with any of that, can you?  
 5 A. (Interpreted): For sure, I wasn't involved at all.  
 6 Q. So that would be Mr Wehrle who would have to answer  
 7 those questions, is it?  
 8 A. (Interpreted): Probably.  
 9 Q. Let's then look on a little bit later in 2006 and look  
 10 into Mr Wehrle's witness statement, English version  
 11 {MET00053190/46}, paragraph 166, French version  
 12 {MET00048329/21}, paragraph 166.  
 13 He refers at paragraph 166 to a meeting in  
 14 November 2006, and he sets out his reasons here about  
 15 why Arconic wanted the product and not the system  
 16 certified by the BBA. This meeting, I'm assuming, is  
 17 one that you were not at. It was a meeting in Watford  
 18 in the UK with the BBA.  
 19 A. (Interpreted): Then for sure I wasn't — I didn't attend  
 20 it.  
 21 Q. No. I'm just going to ask you a general point about  
 22 what he says about it.  
 23 He says:  
 24 "At the 2 November 2006 meeting, a discussion also  
 25 took place regarding the scope of the BBA certificate

14

1 for Reynobond. AAP SAS's view was that the material  
 2 (i.e. the Reynobond product) should be validated rather  
 3 than the system into which the product would be  
 4 integrated. This was the only basis on which AAP SAS  
 5 could work, as it would not know in which type of system  
 6 its product would be used, what materials it would be  
 7 used with, etc. ..."  
 8 (Pause for translation)  
 9 Yes, I just wanted him to follow the French.  
 10 THE INTERPRETER: Sorry, I apologise.  
 11 MR MILLETT: Okay. What I'm going to do is read out the  
 12 English, and he can follow in the French.  
 13 Now, my questions, having shown you this paragraph  
 14 of Mr Wehrle's witness statement, Mr Schmidt, are these:  
 15 first, do you agree that Arconic knew that Reynobond 55  
 16 could only be used if fabricated?  
 17 A. (Interpreted): What do you mean by if fabricated,  
 18 transformed?  
 19 Q. Fabricated, shaped.  
 20 A. (Interpreted): Transformed, then?  
 21 Q. Do you agree?  
 22 A. (Interpreted): Yes.  
 23 Q. Therefore do you agree that Arconic knew that customers  
 24 would buy Reynobond 55 to fix either in rivet form or in  
 25 cassette form?

15

1 A. (Interpreted): Yes.  
 2 Q. Now, we saw yesterday test 5B on the cassette form of  
 3 Reynobond 55 PE variant. Do you know why Arconic  
 4 thought it was appropriate for the BBA to certify the  
 5 product when you knew, or Arconic knew, that in one of  
 6 the two forms in which it would be fabricated and used,  
 7 namely cassette, it had performed so disastrously that  
 8 it could not be classified under the European norm?  
 9 A. (Interpreted): And the basic question is: do I know why?  
 10 No.  
 11 Q. Do you accept that any certificate that allowed the  
 12 reader to believe that the product performed the same in  
 13 a fire whether it was rivet—fix or cassette—fix would be  
 14 misleading?  
 15 (Pause)  
 16 A. (Interpreted): Yes.  
 17 Q. Yes, thank you.  
 18 Do you agree that Mr Wehrle's explanation for asking  
 19 the BBA to certify the material, namely that Arconic  
 20 would not know into which type of system its product  
 21 would be used, was unfounded?  
 22 (Pause)  
 23 A. (Interpreted): No, let's say what I imagine at the time  
 24 in 2006, the need for the English market was to have  
 25 a class 0 product and that was sufficient information to

16

1 be able to use it on a façade. I also take into  
 2 consideration the other variants on the façade.  
 3 Q. Do you agree that not knowing what overall system the  
 4 panels would be used for does not excuse concealing the  
 5 fire differences, the differences in fire performance,  
 6 as between rivet and cassette?  
 7 A. (Interpreted): No, I don't accept that. I can't really  
 8 answer that question, but I don't think there was  
 9 a desire to hide anything whatsoever. And once again,  
 10 I wasn't involved, so I have difficulty in answering  
 11 that type of question.  
 12 Q. Mr Schmidt, in your last answer you said you don't think  
 13 there was a desire to hide anything whatsoever. If that  
 14 is so, please explain to me why the BBA certificate does  
 15 not draw a distinction in fire performance between rivet  
 16 and cassette.  
 17 A. (Interpreted): No.  
 18 Q. No, what? No, you won't explain or no, you can't  
 19 explain?  
 20 A. (Interpreted): No, I can't.  
 21 Q. Can I look now into March 2007, and again, to be fair to  
 22 you, this is a number of months before you took over as  
 23 managing director at Merxheim. I want to look at the  
 24 BBA contract, the contract between the BBA and Arconic.  
 25 Can we please have in the English version

17

1 {BBA00008042}, please, and in the French {ARC\_T000004}.  
 2 We have both on the screen, the English on the left, the  
 3 French on the right.  
 4 Again, can I ask you, Mr Schmidt, is this a document  
 5 that you saw at the time, maybe, March 2007?  
 6 A. (Interpreted): No, I don't believe so.  
 7 Q. Have you ever seen this document before today?  
 8 A. (Interpreted): Yes, on Monday.  
 9 In fact, I think that the previous document which  
 10 was dated 2004 relating to BBA, I think that actually  
 11 that document I had never seen.  
 12 Q. Very well. So do we take it that you hadn't seen either  
 13 that document or this document, the certificate  
 14 contract, when you did your witness statement?  
 15 A. (Interpreted): No.  
 16 Q. Did you not want, when you were doing your witness  
 17 statement, to know what the formal legal relationship  
 18 was between Arconic and the BBA?  
 19 A. (Interpreted): No, when I prepared my witness statement  
 20 I answered specific questions and I gathered together  
 21 all the documents that related to those questions.  
 22 Q. You didn't trouble yourself to ask yourself, even, let  
 23 alone your lawyers, what the precise legal relationship  
 24 was between Arconic and the BBA; is that right?  
 25 A. (Interpreted): I didn't ask my lawyers the question.

18

1 Q. Now, this is in the BBA technical file forming part of  
 2 the Inquiry's documentation and the disclosure. Do you  
 3 know whether anybody at board level in Arconic  
 4 authorised the entry into this contract?  
 5 A. (Interpreted): When you're talking about board level, do  
 6 you mean Alcoa's board, right at the top?  
 7 Q. Well, the board or directorial level at AAP-SAS.  
 8 A. (Interpreted): Well, I think that document was signed  
 9 by — I think I can see, in fact, the initials of CR,  
 10 Claude Ritter, who was assistant managing director at  
 11 the time.  
 12 Q. Okay, Claude Ritter?  
 13 A. Oui.  
 14 (Interpreted): R—I—T—T—E—R.  
 15 Q. I see. And he was assistant managing director at the  
 16 time; who was he assisting?  
 17 A. (Interpreted): Claude Brichet, who was the managing  
 18 director.  
 19 Q. Would you please spell his name?  
 20 A. (Interpreted): B—R—I—C—H—E—T.  
 21 Q. Thank you.  
 22 Was Claude Brichet your predecessor in the role of  
 23 managing director?  
 24 A. (Interpreted): Yes.  
 25 Q. When you took over your role as managing director from

19

1 Claude Brichet in August 2007, do you remember whether  
 2 he gave you any formal or even informal handover?  
 3 A. (Interpreted): It lasted approximately one week during  
 4 July, because I was involved in the project in China  
 5 until the end of June. I remember the month of June  
 6 very clearly because I presented the project to the  
 7 Alcoa management, and the project was aborted, so that's  
 8 why I remember it clearly.  
 9 Q. Right.  
 10 When you had this week of discussions, did  
 11 Mr Brichet introduce you to the products that were being  
 12 manufactured at and sold from Merxheim?  
 13 A. (Interpreted): No.  
 14 Q. So, to be clear, he never gave you any introduction to  
 15 Reynobond 55?  
 16 A. (Interpreted): No, not specifically. But I had been at  
 17 Merxheim since the beginning of the production, so  
 18 I didn't think it was necessary.  
 19 Q. Did Mr Brichet give you a package of up-to-date  
 20 documents relating to Reynobond 55?  
 21 A. (Interpreted): No.  
 22 Q. Did Mr Brichet tell you that Arconic had entered into  
 23 a formal legal contract with the BBA?  
 24 A. (Interpreted): No. I don't believe so. I don't think  
 25 so.

20

1 Q. Did Mr Brichet tell you that Arconic had been talking to  
2 the BBA about obtaining a BBA certification for  
3 Reynobond 55?  
4 A. (Interpreted): No, I don't believe so. No, I think that  
5 they considered that as being part of the current  
6 affairs and normal current developments.  
7 Q. Did Mr Brichet leave you behind a set of files or  
8 documents, whether electronic or in paper form, so that  
9 you could take on where he left off?  
10 A. (Interpreted): I don't remember. I don't believe so.  
11 Maybe. Maybe one or two documents, but it was really  
12 very restricted. I think that he believed that the  
13 handover should be as short as possible, so that there  
14 wouldn't be two people having the same role at the same  
15 time with different management ideas.  
16 Q. When you say two people having the same role at the same  
17 time, do we understand from that that you and Mr Brichet  
18 shared the role of managing director for a period?  
19 A. (Interpreted): No. No, officially he finished at the  
20 end of July and I began at the beginning of August.  
21 Q. So how could you have two people having the same role at  
22 the same time?  
23 A. (Interpreted): That's not what I wanted to express,  
24 that's not what I wanted to say.  
25 Q. What did you want to say?

21

1 A. (Interpreted): Well, when people are replaced in  
2 a company, sometimes some companies choose to have them  
3 double up over a number of months, but in this case the  
4 announcement that I was going to take over took place  
5 between 1 and 15 July, and then I took over in August.  
6 Q. Now, looking at the document, page 1 {BBA00008042/1}  
7 {ARC\_T000004/1}, if we can just go back to that, please,  
8 it says "Certificate contract", and we can see  
9 a reference number at the very top of the page,  
10 "Reference No S3/41014".  
11 A. (Interpreted): Yes.  
12 Q. Dated 22 August 2006, but it looks like it was signed in  
13 2007. We can see a price, do you see, of — I think you  
14 can see a price a little bit lower down, we have to  
15 go ... if you go to the bottom of the page, the price  
16 there is £16,527 sterling; do you see that?  
17 A. (Interpreted): Yes.  
18 Q. And the specified use, immediately above that, do you  
19 see, it says:  
20 "As defined in Clause 1.3 'Use' of Assessment  
21 Specification S3/41014 dated 22 August 2006."  
22 A. (Interpreted): Yes.  
23 Q. We saw that before, the application form.  
24 Now if we go to section II, please, above that,  
25 a third of the way down the page, "The Subject", do you

22

1 see? It says:  
2 "Nature of product or process:  
3 Aluminium/polyethylene composite wall cladding ..."  
4 Then "system" was typed in, crossed out, and  
5 somebody has written in manuscript "panels". Are you  
6 able to explain why the word "system" was deleted and  
7 "panels" substituted?  
8 A. (Interpreted): No.  
9 Q. Now, you identified, I think, the signatures. Apart  
10 from Mr Ritter, are there any other signatures or  
11 initials on this page that you can help us with?  
12 A. (Interpreted): No, I don't know them. I can see that  
13 there's twice the same signature, but I don't really  
14 know it, and there is a signature by the word "panels",  
15 but I can't identify it either. They could also be  
16 signatures from people from BBA also.  
17 Q. Okay.  
18 You mentioned Claude Ritter. Just point out on the  
19 page where you see his signature or initial. Is that it  
20 at the bottom?  
21 A. (Interpreted): No, I can't see his signature, all I see  
22 is his initials, CR.  
23 Q. And that's Claude Ritter, is it, to be clear?  
24 A. (Interpreted): Yes, I think it means Claude Ritter, and  
25 I think it may be his handwriting.

23

1 Q. Thank you.  
2 Can we go to page 2, please, in the English  
3 {BBA00008042/2}, page 2 in the French also  
4 {ARC\_T000004/2}. Here we see the certificate terms and  
5 conditions.  
6 If we scroll to the bottom of the page, please, in  
7 the English, and indeed the French, we see again the  
8 initials CR as well.  
9 If we go to page 4, please, in both versions  
10 {BBA00008042/4} {ARC\_T000004/4}, we can see that this  
11 contract or these conditions have been signed and  
12 scratched on 21 February 2007. You see that?  
13 A. Oui.  
14 Q. Can you identify the signature in the signature box next  
15 to the words "Signed on behalf of the Applicant"?  
16 A. (Interpreted): That's Claude Ritter, indeed.  
17 Q. Thank you.  
18 Now, let's see page 3, please, in both versions  
19 {BBA00008042/3} {ARC\_T000004/3}. I'm going to look  
20 a little bit more closely with you, Mr Schmidt, at one  
21 or two of the terms and conditions of this contract.  
22 All right?  
23 A. (Interpreted): Yes.  
24 Q. If you look on the left-hand side of the page in each  
25 case, the left-hand column, you will see clause 7 or

24

1 section 7, which in English reads "Other obligations of  
2 the applicant"; do you see that?  
3 A. (Interpreted): Yes, I can see that.  
4 Q. It says, "The Applicant shall", and then I want to show  
5 you two subsections here, (a) and (g).  
6 (a) says — and if you follow in the French, I'll  
7 read it in the English:  
8 "(a) disclose to the BBA full particulars of and  
9 relating to the Subject including (but without prejudice  
10 to the generality of the foregoing) particulars of its  
11 physical or chemical composition, of any process or  
12 method of manufacture thereof, of the control of the  
13 quality of the composition or manufacture thereof, of  
14 any test data already available and of the test  
15 procedures used to obtain the same provided that the BBA  
16 will not include in the Certificate, any details of the  
17 composition or method of manufacture of the Subject save  
18 such as shall be mutually agreed between the Applicant  
19 and the BBA."  
20 Before I leave that subparagraph, I just want to  
21 focus your eyes on the words "of any test data already  
22 available". Do you see that there?  
23 A. (Interpreted): Yes.  
24 Q. Then if we look at (g) together, which is towards the  
25 bottom of the page in each case — and again, I will

25

1 read out the English and please read to yourself in  
2 French — it says:  
3 "(g) immediately notify the BBA of any change in the  
4 particulars supplied to the BBA or any third parties and  
5 also of any new or additional information concerning the  
6 Subject or its suitability for the Specified Use  
7 including, without limitation to the generality of the  
8 foregoing, details of claims by users of the Subject  
9 that it is or may be unsatisfactory for the Specified  
10 Use ..."  
11 I just pick up with you the definition of "Specified  
12 Use", please, on page 2 of this document {BBA00008042/2}  
13 {ARC\_T000004/2}, which you will see on this page, on the  
14 left-hand side, and it may have to be blown up so that  
15 you can see it under paragraph 1(d) under the  
16 definitions clause. Also if one could enlarge the  
17 French too. Thank you.  
18 It says under 1(d):  
19 "'Specified Use' — the use specified on the front  
20 page in respect of which (but of no other) the Subject  
21 will be assessed by the BBA hereunder."  
22 Then if we go to the foot of page 3 {BBA00008042/3}  
23 {ARC\_T000004/3}, we can see clause 12, please,  
24 right-hand column at the foot of the page. Let's read  
25 aloud in English, to yourself in French, please:

26

1 "Expiry of the Certificate .  
2 "The Certificate will expire on the Expiry Date if:  
3 "(a) the Applicant has not entered into a contract  
4 with the BBA for a review of the Subject and paid the  
5 Fee required under that contract on or before the Expiry  
6 Date; or  
7 "(b) the BBA has not, in writing, extended the  
8 validity of the Certificate ."  
9 Then if we go up to page 2 of this document  
10 {BBA00008042/2} {ARC\_T000004/2}, the definition of  
11 "Expiry Date" under clause 1(l), please:  
12 " ... the date specified in the Appendix for the  
13 Review of the Certificate or, if no such date is  
14 specified, three years from the date of issue of the  
15 Certificate or, if an extension of validity has been  
16 granted, the date specified by the BBA."  
17 Now, I've shown you quite a lot of this contract,  
18 Mr Schmidt. I have a number of questions for you, and  
19 again, if you can help me, very good, and if you can't  
20 because you don't know, please say so.  
21 Now, before I ask my first question, I just want to  
22 put back in front of you clause 7(a) and just remind you  
23 again of the words in there I want to ask you about.  
24 Page 3 {BBA00008042/3} {ARC\_T000004/3}. It's the words  
25 "any test data already available" which I wanted you to

27

1 focus on, just to remind you there that the applicant  
2 shall disclose any test data already available.  
3 Now, I want to show you what Mr Wehrle says in his  
4 witness statement, English version {MET00053190/17} at  
5 paragraph 59, French version {MET00048342/21},  
6 paragraph 59, if we could please have those. Let's look  
7 and see what he says.  
8 Halfway through the paragraph in English he says  
9 "I am not aware of the detail". If you could read that  
10 paragraph from there to the end of the paragraph to  
11 yourself. I'll read it out in English. He says:  
12 "I am not aware of the detail of the contracts  
13 between AAP SAS and the BBA. Over time,  
14 Colin Southgate, myself and Nicolas Remy have received  
15 BBA contract documentation, but as I organised the  
16 certifications in numerous countries I did not know all  
17 the contractual details relating to such. I rely on the  
18 relevant certification body to let me know what  
19 information it requires in order to undertake its  
20 assessment process. I also have every confidence in the  
21 on-going audit processes that the certification bodies  
22 conduct."  
23 Now —  
24 THE INTERPRETER: Sorry, sir, the bottom of the text is not  
25 presented. Thank you.

28



1 (Pause)  
 2 A. (Interpreted): Yes.  
 3 MR MILLETT: Right.  
 4 Now, my first question for you, Mr Schmidt, is: was  
 5 it not Claude Wehrle's responsibility to understand what  
 6 Arconic's contractual obligations to the BBA were?  
 7 A. (Interpreted): Yes, I think in that case, yes.  
 8 Q. And do you agree that it was Claude Wehrle's job to make  
 9 sure that Arconic complied with its obligations to the  
 10 BBA?  
 11 A. (Interpreted): Yes, him directly or his team.  
 12 Q. And that would include, wouldn't it, the obligation to  
 13 give all particulars of all test data available to the  
 14 BBA; yes?  
 15 A. (Interpreted): Yes.  
 16 MR MILLETT: Thank you.  
 17 Mr Chairman, is that a convenient moment? We've  
 18 come to a fairly naturally break, but it's as good  
 19 a time as any.  
 20 SIR MARTIN MOORE—BICK: If it suits you. I wasn't going to  
 21 interrupt you in case you had a run of questions that  
 22 all really hang together, but if it suits you to stop at  
 23 that point, I think it would be sensible to do so.  
 24 Right, well, as you heard from that exchange,  
 25 Mr Schmidt, we are going to have a short break now. We

29

1 shall resume your evidence, please, at 11.35. Please  
 2 remember not to talk to anyone about your evidence.  
 3 All right?  
 4 Good, thank you. 11.35, then.  
 5 (11.17 am)  
 6 (A short break)  
 7 (11.35 am)  
 8 SIR MARTIN MOORE—BICK: Welcome back, everyone. We are now  
 9 ready to resume taking Mr Schmidt's evidence. I'll just  
 10 begin by checking that the interpreters are with us?  
 11 MS KENNEDY: Yes, we are with you.  
 12 SIR MARTIN MOORE—BICK: Good, thank you very much, and check  
 13 that Mr Schmidt is there and he can hear me and see me  
 14 well?  
 15 THE WITNESS: (Interpreted): Yes, I'm there.  
 16 SIR MARTIN MOORE—BICK: Good. Hello, Mr Schmidt, again.  
 17 If you're ready, I'm going to invite Mr Millett to  
 18 put some more questions to you.  
 19 Yes, Mr Millett.  
 20 MR MILLETT: Thank you, Mr Chairman.  
 21 Mr Schmidt, I now want to turn to the information  
 22 that Arconic sent to the BBA to support its application  
 23 for certification.  
 24 Now, let's go, please, to the subject of the test  
 25 reports. We've seen before, and do you accept, that

30

1 Arconic provided the British Standard 476—6 and 7 tests  
 2 for the FR core from 2003 to the BBA?  
 3 A. (Interpreted): Yes.  
 4 Q. Now, we've seen no evidence from the records that  
 5 Arconic provided the BBA with either the 1997 test  
 6 certificates or report on Reynobond PE 160, or any of  
 7 the 2006 reports on the Reynobond 33 signage product.  
 8 My question is: have you seen any evidence that  
 9 Arconic provided those certificates or reports to the  
 10 BBA?  
 11 A. (Interpreted): No. Not to my knowledge. I don't know.  
 12 Q. I would suggest to you that the reason why none of those  
 13 reports were provided to the BBA is because they were  
 14 not relevant. Do you agree?  
 15 A. (Interpreted): As far as the 2006 RB 33, yes, but  
 16 I think that the 1997 report could have been submitted.  
 17 But it's true that production took place in the  
 18 United States.  
 19 Q. Yes.  
 20 Now, we know that the BBA was provided with the  
 21 classification report under EN 13501 for the PE in  
 22 riveted form relating to test 5A; we know that. We also  
 23 know that the BBA was provided with the classification  
 24 report under EN 13501 for the Reynobond 55 with FR core;  
 25 we know that.

31

1 Now, Arconic did not provide the BBA with any  
 2 documents relating to test 5B, the test conducted in  
 3 December 2004 on the cassette—fix variant of  
 4 Reynobond 55 PE. Do you know why not?  
 5 A. (Interpreted): No.  
 6 Q. Do you agree that the BBA should have been sent the  
 7 documents pertaining to test 5B?  
 8 (Pause)  
 9 A. (Interpreted): Yes.  
 10 Q. Thank you.  
 11 Mr Wehrle, in his witness statement, provides  
 12 a number of reasons why test 5B was not provided to the  
 13 BBA, and I want to examine them with you and see if you  
 14 agree with them.  
 15 Can we begin, please, with Mr Wehrle's witness  
 16 statement at page 48 in the English {MET00053190/48},  
 17 paragraph 177, and page 24 in the French, please,  
 18 {MET00048329/24}, again, paragraph 177. That isn't the  
 19 right page, it's coming up, I think.  
 20 Now, I'll read it in English aloud, and I'd like you  
 21 to read, please, in the French to yourself, Mr Schmidt.  
 22 I'm going to read the whole paragraph to you, but what  
 23 I want you to focus on in this paragraph is the last  
 24 six lines. He says:  
 25 "As referred to at paragraph 54 above, an update was

32

1 received from the BBA on 15 May 2007 noting that good  
 2 progress had been made in the assessment of Reynobond  
 3 Architecture Cladding Panels, and that some further  
 4 information was needed in order to complete the  
 5 assessment. This included reaction to fire test data  
 6 for the 'standard PE panel', as the BBA informed AAP SAS  
 7 that the French classification as described in the Avis  
 8 Technique was not recognised in the UK (this would have  
 9 been a reference to the M classification system referred  
 10 to in paragraphs 42 and 45 above). In response to this,  
 11 on 25 May 2007, I provided the CSTB EN13501-1  
 12 classification report (reference number RA05-0005A)  
 13 which related to the grey/green colour rivet testing  
 14 (and in the field of application section of this report  
 15 it confirms it is only valid for the rivet system) and  
 16 sought confirmation from the BBA whether that was OK for  
 17 their purposes, which they confirmed to be the case  
 18 (exhibited at P2391). I do not recall the BBA ever  
 19 requesting any additional fire test reports. I did not  
 20 provide the test report for the cassette variant  
 21 (RA05-0005B) as this was a single sample test report and  
 22 not a valid classification report."

23 Now, we saw earlier, before the break, together that  
 24 the terms and conditions of Arconic's contract with the  
 25 BBA required Arconic to provide any test data available.

33

1 Do you remember that? Do you accept that, is my  
 2 question?  
 3 SIR MARTIN MOORE-BICK: Well, let the interpreter just  
 4 interpret your run-up to the question, please.  
 5 MR MILLETT: I'll put it again, Mr Chairman, so she can  
 6 translate it.  
 7 We saw, before the break, that the terms and  
 8 conditions of Arconic's contract with the BBA required  
 9 Arconic to provide any test data available. Do you  
 10 remember that?  
 11 A. (Interpreted): Yes.  
 12 Q. Do you accept that test 5B was test data in relation to  
 13 the cassette system?  
 14 A. (Interpreted): Yes.  
 15 Q. Would it follow that Arconic was legally obliged to  
 16 provide the available test data, test 5B, to the BBA?  
 17 A. (Interpreted): Yes, probably.  
 18 Q. Now, the BBA technical file is very large. We have seen  
 19 no evidence in there that anybody at Arconic mentioned  
 20 the existence of test 5B on cassette to the BBA. If  
 21 we're right about that, do you know why not?  
 22 A. (Interpreted): No.  
 23 Q. We found no evidence that anyone in Arconic told the BBA  
 24 that the fire performance of the cassette variant of  
 25 Reynobond 55 PE was different from the fire performance

34

1 established by the test for rivet, test 5A. If we're  
 2 right about that, do you know why not?  
 3 A. (Interpreted): No.  
 4 Q. Do you know, from your own knowledge, on the documents  
 5 that you have seen, whether Arconic did tell the BBA  
 6 that the cassette—fix variant of Reynobond 55 PE had  
 7 been tested under the European test system for fire  
 8 separately from the rivet—fix variant?  
 9 A. (Interpreted): No.  
 10 Q. Do you accept that the BBA could not have known about  
 11 either the existence of test 5B or the fact that the  
 12 cassette variant of Reynobond 55 PE performed so  
 13 differently from rivet in a fire, unless Arconic had  
 14 told the BBA?  
 15 A. (Interpreted): No, I don't accept that because I think  
 16 that the BBA was in — communicated with CSTB on  
 17 a regular basis.  
 18 Q. So is your evidence that Arconic would not provide  
 19 relevant test data to the BBA but would leave it to the  
 20 BBA to ask the CSTB?  
 21 A. (Interpreted): Well, no, according to the contract, as  
 22 you explained previously, Arconic was supposed to inform  
 23 BBA, but at the same time that information was public  
 24 and so therefore that information could have been  
 25 obtained differently.

35

1 I would like to add that I don't know how the BBA  
 2 audits were carried out on the site, but the information  
 3 certainly was available and it could have been supplied  
 4 if it had been requested.  
 5 Q. Let's look and see what Mr Wehrle says about that. He  
 6 makes rather the same point. Can we look back in his  
 7 statement, please, at English version, page 16  
 8 {MET00053190/16}, French version, page 19  
 9 {MET00048342/19}, in both cases paragraph 54. The  
 10 English and the French together, thank you. Now, 54  
 11 goes over the page in the French, so when we get halfway  
 12 through it, the page will have to be turned in the  
 13 French.  
 14 In English it reads:  
 15 "As part of the application for the BBA certificate,  
 16 the BBA on 15 May 2007 informed me that it required the  
 17 reaction to fire test data for a standard PE panel, as  
 18 they already had data for an FR panel. In reply, I sent  
 19 them the relevant and relatively recent CSTB report  
 20 RA05-0005A and the BBA immediately replied that this  
 21 document was acceptable. I considered that the BBA  
 22 would be able to identify the relevant test as having  
 23 been conducted using a rivet system, and had no reason  
 24 to doubt that if the BBA had felt it necessary to ask  
 25 for any other system test reports they would have done

36

1 so."

2 Did Arconic, to the best of your knowledge,

3 Mr Schmidt, regard it as up to the BBA to ask --

4 SIR MARTIN MOORE--BICK: Mr Millett, I'm sorry to interrupt

5 you, because something is not working properly with your

6 sound. We are hearing you speaking in a very disjointed

7 and drawn-out manner. I don't know whether you are

8 a little too far from your microphone or whether there

9 is some other problem on the line, but that last

10 question was pretty unintelligible, so you may have to

11 put it again.

12 MR MILLETT: Mr Chairman, I'm sorry about that. Can you

13 hear me now?

14 SIR MARTIN MOORE--BICK: I can hear you at the moment

15 perfectly satisfactorily.

16 MR MILLETT: Right. May we proceed, and then see how we go,

17 and if it happens again I'll have to ask RTS to see what

18 they can do. But I don't think I've changed anything.

19 SIR MARTIN MOORE--BICK: All right. Try the question again.

20 MR MILLETT: Mr Schmidt, I'm sorry about that, it seems to

21 be a mechanical problem. Let me try again.

22 I was reading out paragraph 54 to you of Mr Wehrle's

23 witness statement. Can we please have that up again.

24 I'm not going to read it out again, I'm going to assume

25 that, because it's there on the screen, the panel and

37

1 members of the public have seen what Mr Wehrle says

2 there, and you will have read the French to yourself.

3 Can you confirm that you have read paragraph 54 to

4 yourself in French, Mr Schmidt?

5 A. (Interpreted): Yes, but I'd like to have the second

6 half.

7 Q. Right. I did ask for that to be shown to you. If that

8 could be shown to you. Thank you. Read the second half

9 to yourself, please.

10 (Pause)

11 A. (In English): Okay.

12 Q. Now I want to just ask you to focus, please, on the last

13 sentence of that paragraph, and particularly where

14 Mr Wehrle says that he had no reason to doubt that if

15 the BBA had felt it necessary to ask for any other

16 system test reports they would have done so.

17 Now, my question is, and I'll ask it again: did

18 Arconic regard it as up to the BBA to ask for the right

19 test data and certificate rather than for Arconic to

20 volunteer it?

21 A. (Interpreted): According to the document I saw

22 previously, the Arconic contract should have supplied

23 them. So, from experience, when I had the BBA audits in

24 the 1990s on the precoated Reynolux product, the audits

25 used to take place once or twice a year, and we

38

1 exchanged on -- with the auditor with regard to any

2 changes that may have taken place in the previous

3 period. So therefore we worked jointly or together.

4 Q. When Mr Wehrle says that "if the BBA had felt it

5 necessary to ask for any other system test reports they

6 would have done so", how does that reconcile, how is

7 that consistent, with clause 7(a) of the BBA contract we

8 saw?

9 A. (Interpreted): No, according to the contract, you're

10 right, it should have come from us, indeed.

11 Q. How would the BBA know whether to ask for the separate

12 test results for PE in cassette form if Arconic did not

13 tell them that it had done one?

14 A. (Interpreted): Once again, if I compare with my own

15 experience with Reynolux, I mean, when we had a BBA

16 audit for Reynolux products, at the end of the audit the

17 auditors would ask us whether there had been any changes

18 in the product, in the process, whether we had anything

19 to add. And if we're in the situation of an audit,

20 I would imagine that the auditor could very well have

21 asked, "What other elements -- what new elements do you

22 have regarding fire testing?"

23 Q. Assuming that that was the process here, can you explain

24 why, if that question had been asked by the BBA, Arconic

25 did not volunteer test 5B at that point?

39

1 A. (Interpreted): I mean, it's very difficult to talk about

2 this, and I don't know really how to express it, but the

3 first thing is that I didn't attend an audit with BBA in

4 the years 2005 to 2015, so I don't know exactly how it

5 happened and how it worked, but I believe that if the

6 auditors had asked questions, it would have got the

7 answers.

8 Q. Why would Arconic have left it to the BBA to discover

9 the existence of test 5B through the audit process,

10 rather than simply volunteering that test data in

11 accordance with its contractual obligations?

12 A. (Interpreted): Well, I can't answer this question and

13 I can't put myself in the place of the person who was in

14 contact with the BBA auditor.

15 Q. And who was that?

16 A. (Interpreted): I believe that probably was Claude Wehrle

17 and Claude Wehrle's team, and probably somebody from

18 quality assurance, but that person probably wouldn't be

19 much au fait of fire testing.

20 Q. From Arconic's point of view, Mr Schmidt, is there

21 a reason you can think of why Arconic would have

22 preferred to leave it to the BBA to discover the

23 existence of test 5B rather than providing it in

24 accordance with its contractual obligations?

25 A. (Interpreted): No.

40

1 Q. So, as a matter of policy, unless Arconic told the BBA  
2 that the cassette variant of Reynobond 55 PE core  
3 performed differently in a fire from rivet, you were  
4 taking a chance, weren't you, on whether or not the BBA  
5 might eventually pick it up in an audit?  
6 THE INTERPRETER: I've mentioned the word "chance" and  
7 "risk" and there is a question as to the validity of my  
8 translation.  
9 MR MILLETT: I'll try the question again.  
10 Unless Arconic told the BBA that the cassette  
11 variant of Reynobond 55 PE core performed differently in  
12 a fire from rivet, Arconic was taking a chance on  
13 whether or not the BBA might later pick up that fact in  
14 an audit. Do you accept that Arconic was taking that  
15 chance?  
16 A. (Interpreted): Yes, I think so, yes.  
17 Q. Okay.  
18 A. (Interpreted): I have got a problem with that notion of  
19 running a risk or running — having to be exposed by  
20 chance. I mean, it may be that's not the right word,  
21 but if that's true, something had never been mentioned  
22 on the subject, it could have been found out,  
23 discovered, during an audit.  
24 Q. Let me try the question again, Mr Schmidt.  
25 Why would Arconic risk the BBA missing the existence

41

1 of test 5B and the difference in fire performance  
2 between rivet and cassette, as opposed simply to telling  
3 the BBA?  
4 A. (Interpreted): I don't know how to answer this. I mean,  
5 I don't know why at the start that test wasn't  
6 mentioned. But it could have been found out,  
7 discovered, during an audit.  
8 Q. Can we look at the technical file at page 133, please,  
9 which is {BBA00008042/133}. Now, what I'm going to show  
10 you, Mr Schmidt, is an extract from the English and  
11 Welsh Approved Document B, forming part of the  
12 Building Regulations in force at the time of the  
13 Grenfell Tower project. This is called diagram 40 from  
14 Approved Document B.  
15 A. (Interpreted): I don't know what that document is,  
16 I don't think I've ever seen it. What is that document?  
17 Q. I'm explaining it to you, Mr Schmidt, of course. You  
18 have answered my first question, of course. But this is  
19 diagram 40, forming part of Approved Document B, which  
20 applies to buildings in England and Wales under the  
21 Building Regulations and the related approved guidance.  
22 Now, if we scroll down a little bit on the screen,  
23 I want to show you paragraph e, "Any building", and  
24 I know you have said you have never seen this before.  
25 Can I just ask you: is there anybody in Arconic

42

1 responsible for selling or marketing Reynobond PE 55 who  
2 should have been familiar with this document?  
3 A. (Interpreted): No.  
4 Q. Nobody at all?  
5 A. (Interpreted): No, I don't think it would have been  
6 possible for us to understand all that. I mean,  
7 Reynobond was sold from Merxheim all over Europe, in all  
8 the European countries and in many other countries  
9 around the world, and it would have been perfectly  
10 impossible for us to understand all the legislations in  
11 the relevant countries.  
12 Q. I thought that we had agreed, you had agreed with me,  
13 that the salesforce working in any particular region  
14 would have to have at least a basic understanding of  
15 what the local regulations required which related to  
16 what they could and couldn't sell. I thought you had  
17 agreed with me this morning about that.  
18 A. (Interpreted): Yes.  
19 Q. Let's look at this document. It says under e, "Any  
20 building", and you can see a geometric shape there which  
21 says, "Any dimension over 18m", and that's the shaded  
22 part of the building. If you look at the shaded box on  
23 the right-hand side there, it says:  
24 "Class 0 (national class) or class B—s3, d2 or  
25 better (European class)."

43

1 A. (Interpreted): So are you saying that this document  
2 applied in 2006 when we applied for the BBA certificate?  
3 Q. Yes.  
4 A. (Interpreted): In that format?  
5 Q. In substantially that format, so far as this page is  
6 concerned, so far as I'm told, yes.  
7 A. (In English): Okay.  
8 Q. Now, it's right, I think you've agreed, that Arconic, at  
9 the time that the BBA was assessing Reynobond for the  
10 purposes of the certificate that Arconic wanted, had  
11 test data showing that Reynobond 55 PE in cassette form  
12 did not have class B, but in fact had failed the  
13 European test completely.  
14 A. (Interpreted): Yes.  
15 Q. And therefore, is it not right that the test data from  
16 test 5B was extremely relevant to the BBA's assessment,  
17 because it showed that in cassette fabrication form, the  
18 product, Reynobond 55 PE, would fall far below the  
19 classification on this document?  
20 A. (Interpreted): But on this document there's also the  
21 class 0 that's mentioned.  
22 Q. Mr Schmidt, I'm asking you about the Euro  
23 classification. Do you accept that test 5B was  
24 an extremely relevant and important piece of information  
25 for the BBA to know because it showed that, in cassette

44

1 form, Reynobond 55 PE fell very far below the European  
 2 classification demanded in this document?  
 3 A. (Interpreted): Yes.  
 4 Q. Do you know whether there was any discussion within  
 5 Arconic about making test 5B available to any  
 6 certification body?  
 7 A. (Interpreted): No.  
 8 Q. If Arconic had genuinely believed that test 5B was, as  
 9 Mr Wehrle describes it, a rogue result, an aberrant  
 10 result, why not simply give that result to the BBA with  
 11 the data and see whether the BBA agreed?  
 12 A. (Interpreted): I don't know. I don't know, I can't  
 13 answer your question.  
 14 Q. Do you accept, as the voice of Arconic, that not  
 15 providing test 5B to the BBA was a deliberate  
 16 concealment of what Arconic knew to be the true  
 17 position, namely that the cassette variant of  
 18 Reynobond 55 PE performed disastrously in a fire?  
 19 A. (Interpreted): No. When you say deliberate, that's too  
 20 much.  
 21 Q. Well, was it an accident?  
 22 A. (Interpreted): I mean, I can't reply, I can't answer and  
 23 I can't give a qualification. I mean, I cannot know  
 24 what Claude Wehrle was thinking about or reasoning at  
 25 the time.

45

1 Q. Maybe you can't, Mr Schmidt, but I'm asking you, as the  
 2 managing director from 2007 and the president from 2009,  
 3 from Arconic's point of view, do you accept as a company  
 4 that the concealment of test 5B from the BBA was  
 5 deliberate?  
 6 A. (Interpreted): No.  
 7 Q. So is this concealment of test 5B from the BBA conduct  
 8 which Arconic even today condones?  
 9 A. (Interpreted): No.  
 10 Q. So what went wrong?  
 11 A. (Interpreted): Well, first, I mean, the people who were  
 12 mandated to exchange with BBA on the subject, they  
 13 probably didn't give the good information, the right  
 14 information, and also, during all that period there must  
 15 have been numerous audits, and no questions were asked  
 16 about that.  
 17 Q. Do you accept that in presenting the rivet test 5A only  
 18 to the BBA as representative of the fire performance of  
 19 Reynobond 55 PE, Arconic was telling the BBA  
 20 a misleading half truth?  
 21 A. (Interpreted): Yes, you can see it like that.  
 22 Q. Thank you.  
 23 Is the reason why Arconic did not provide test 5B to  
 24 the BBA because it would have cast serious doubt on the  
 25 fire performance of Reynobond PE?

46

1 A. (Interpreted): Well, I mean, I'm not sure, really, and  
 2 anyway it's after analysing other BBA certificates from  
 3 competitors, and their view, some of them never gave any  
 4 information on the European classification and only  
 5 talked about the class 0 for the total of their  
 6 products, the mass of their products. I think that if  
 7 we'd really wanted to hide part of the truth, we could  
 8 have simply carried out class 0 tests and mentioned the  
 9 class 0 tests to the BBA.  
 10 Q. Well, you say that would be hiding the truth; why didn't  
 11 you carry out any class 0 tests on Reynobond 55 PE,  
 12 either in rivet or in cassette, and provide those  
 13 results to the BBA, Mr Schmidt?  
 14 A. (Interpreted): I can't say. And for class 0 it's  
 15 independent of the system's form.  
 16 Q. Is the reason why those who were mandated to deal with  
 17 the BBA, as you put it, concealed the existence of  
 18 test 5B from them, or the difference in fire performance  
 19 between cassette and rivet, that if the BBA were told  
 20 about test 5B and that information got out, that could  
 21 substantially affect sales of the cassette variant in  
 22 the UK?  
 23 A. (Interpreted): May I hear the question once again?  
 24 Because it's long.  
 25 Q. I'll put it much more shortly: is the reason why Arconic

47

1 kept test 5B from the BBA commercial?  
 2 A. (Interpreted): No, I don't know.  
 3 Q. Is that a "no" or is that "I don't know"?  
 4 A. (Interpreted): I don't know.  
 5 Q. Mr Schmidt, I'm now going to turn to the BBA certificate  
 6 itself, and how it was created, if you can help me with  
 7 that. We start in October 2007 with the working draft.  
 8 Now, at this time you were managing director at  
 9 Merxheim, and confirm for me, please, if you would, that  
 10 Reynobond 55 was a product in relation to which you had  
 11 responsibility; yes?  
 12 A. (Interpreted): Yes.  
 13 Q. Can we go to Claude Wehrle's exhibits, part 15, at  
 14 {MET00053158\_P15/188}. Now, I do not think we have  
 15 a French version of this document. I'll be corrected  
 16 about that, of course, if we do, and I'll show it to  
 17 you.  
 18 Let's go through it slowly. We can see here  
 19 an email to Claude Wehrle from Hamo Gregorian of the BBA  
 20 on Monday, 22 October 2007.  
 21 What I'm going to do is read out to you and have  
 22 Madam Translator translate the parts of the email I want  
 23 to show you.  
 24 We can see in the first paragraph he says:  
 25 "Dear Claude [that's Claude Wehrle]

48

1 "A copy of our proposed draft Certificate is  
2 attached."  
3 Then skipping down to the fourth paragraph down, he  
4 says:  
5 "In your response, please include the following:—  
6 "— a suitable colour image for the front page, about  
7 10cm x 10cm, minimum 300dpi resolution.  
8 "— information relating to section 2 Delivery,  
9 storage and site handling.  
10 "— any additional or missing information you may  
11 feel could be helpful to the user/ specifier .  
12 "— amendments to any data or statements which you  
13 may consider to be inaccurate."  
14 Now, just pausing there, it's correct, isn't it,  
15 that those last two bullet points there are clear and  
16 specific requests to Arconic to check the draft for  
17 completeness and accuracy; yes?  
18 A. (Interpreted): Yes.  
19 Q. Would you have expected your team at Arconic to have  
20 pointed out any significant omissions or errors?  
21 A. (Interpreted): Yes.  
22 Q. Do you agree that test 5B would be helpful to the user  
23 or specifier?  
24 A. (Interpreted): Yes.  
25 Q. Do you agree that a user or specifier would not simply

49

1 find test 5B useful, but in fact absolutely crucial  
2 safety information?  
3 A. (Interpreted): Yes.  
4 Q. In fact, life and death stuff, to be colloquial; do you  
5 agree?  
6 A. (Interpreted): That's too strong.  
7 Q. What's the right way of putting it?  
8 (Pause)  
9 A. (Interpreted): For matters relating to safety, as you  
10 expressed in the previous question.  
11 MR MILLETT: I'm getting a message that this is not a fair  
12 line of questioning, and I'm required to put the whole  
13 of the email to you. I'm very happy to do that.  
14 I'm going to show you the second and third  
15 paragraphs, which I didn't read to you. So, in fairness  
16 to you, we can look at it.  
17 SIR MARTIN MOORE—BICK: Mr Millett, sorry to interrupt, may  
18 I suggest you just ask the interpreter to translate the  
19 whole of the email so that the witness gets the whole  
20 picture in context?  
21 MR MILLETT: Yes, Mr Chairman, of course.  
22 Madam Interpreter, could you translate the whole of  
23 the email from beginning to end, please.  
24 (Pause for translation)  
25 A. (Interpreted): Yes.

50

1 Q. Now, I'm going to ask my questions again on this  
2 document.  
3 It's clear, isn't it, that the last two bullet  
4 points in the big yellow paragraph on the screen in  
5 front of you, "any additional or missing information you  
6 may feel could be helpful to the user/ specifier", are  
7 specific requests to Arconic to check the draft for  
8 completeness and accuracy; do you agree?  
9 A. (Interpreted): Yes.  
10 Q. And would you have expected your team at Arconic to have  
11 pointed out any significant omissions or errors?  
12 A. (Interpreted): Yes.  
13 Q. Do you agree that test 5B would be helpful to the user  
14 or specifier?  
15 A. (Interpreted): Yes.  
16 Q. Do you agree that a user or specifier would not simply  
17 find test 5B useful, but in fact absolutely crucial  
18 safety information?  
19 A. (Interpreted): Yes.  
20 Q. Potentially making the difference between life and  
21 death?  
22 A. (Interpreted): No. Well, once again, I don't agree.  
23 Yes, it does have an impact on the flammability, but the  
24 English regulation that you showed me in the previous  
25 document referring to class 0, it showed that the

51

1 product could be used. So even if users or specifiers  
2 could use class 0 on the façade, it would depend on the  
3 system, and it would potentially be totally in agreement  
4 with the regulations.  
5 Q. Can you explain why you agree with me that test 5B would  
6 be absolutely crucial safety information, but not so  
7 crucial that it would make a difference between life and  
8 death, Mr Schmidt?  
9 A. (Interpreted): Well, when one talks about safety, one  
10 doesn't only refer to safety relating to people.  
11 Q. I see. So crucial safety information for the protection  
12 of property but not life; is that how you see it?  
13 A. (Interpreted): Yes.  
14 Q. Really?  
15 Let's look at the certificate. Let's have on  
16 screen, please, the final BBA certificate as issued.  
17 This is {BBA00000047}. We have a French translation,  
18 Mr Schmidt, for you, and that's at {ARC\_T000012}.  
19 Now, on the left—hand side we have the by now  
20 familiar English version, and the, I imagine, much less  
21 familiar French translation of this. This, I should  
22 just tell you, Mr Schmidt, is an Arconic translation.  
23 I would just like to ask you, first of all, some  
24 more general questions about this.  
25 You can see at the bottom the date is

52

1 14 January 2008; do you see that? I'm afraid in the  
 2 French you will have to go over to the second page to  
 3 see that {ARC\_T000012/2}. At the very top of the second  
 4 page in the French and at the bottom of the first page  
 5 in English. Do you see that?  
 6 A. (Interpreted): Yes.  
 7 Q. My question is: at this time, January 2008, did you see  
 8 this certificate?  
 9 A. (Interpreted): I don't know. I don't believe so.  
 10 Q. When do you think, to the best of your memory, you did  
 11 first see this certificate?  
 12 A. (Interpreted): 2017.  
 13 Q. After the Grenfell Tower fire; yes? Okay. Let's see  
 14 how far we go with it, then.  
 15 We can see if we go to the top of the first page  
 16 that it is a certificate in relation to "Reynobond  
 17 Architecture Wall Cladding Panels", we can see the dark  
 18 blue band; yes?  
 19 A. (Interpreted): Yes.  
 20 Q. Then underneath that it says:  
 21 "Product scope and summary of certificate."  
 22 Do you see that?  
 23 A. (Interpreted): Yes.  
 24 Q. Under that it says:  
 25 "This Certificate of Confirmation relates to

53

1 Reynobond Architecture Wall Cladding Panels ..."  
 2 If Mr Schmidt could read along in the French  
 3 version, which starts just under the lighter blue band  
 4 there.  
 5 "This Certificate of Confirmation relates to  
 6 Reynobond Architecture Wall Cladding Panels,  
 7 aluminium/polyethylene composite panels used to provide  
 8 a decorative/protective façade over the external walls  
 9 of buildings."  
 10 Do you see that?  
 11 A little bit of the way down the page, it says, "Key  
 12 factors assessed". It's towards the very bottom of your  
 13 screen in the French version, and I would like, if it's  
 14 possible, the French version to be raised up so that we  
 15 scroll down. Do you see that? Do you see the heading  
 16 "Key factors assessed"?  
 17 A. (Interpreted): Yes, fine.  
 18 Q. Underneath that it says, three down, "Behaviour in  
 19 relation to fire". Now, it's in bold in the English,  
 20 but it's not that easy to find in the French, but it  
 21 starts with the word "Comportement". If you read those  
 22 words after the word "Comportement", and I'll read the  
 23 words "Behaviour in relation to fire", and it says in  
 24 the English:  
 25 "In relation to the Building Regulations for

54

1 reaction to fire, the panels may be regarded as having  
 2 a Class 0 surface in England and Wales, and a 'low risk'  
 3 material in Scotland (see section 6)."  
 4 In the French translation of that, the words "the  
 5 panels may be regarded" is in the second line in that  
 6 little section. If Madam Translator could just point  
 7 those words out, please.  
 8 (Pause for translation)  
 9 Yes, thank you.  
 10 A. (Interpreted): Yes.  
 11 Q. Now, just to be clear, the document was issued in  
 12 English and the French version is a French translation  
 13 of the English, isn't it? To be clear, it was never  
 14 issued in French, was it?  
 15 A. (Interpreted): Yes, I don't know. If you say so.  
 16 Q. You don't know, all right.  
 17 If we go to page 3 {BBA00000047/3} {ARC\_T000012/3},  
 18 please, you can see at the bottom of this page in the  
 19 English, and I'm afraid it's — well, we can work with  
 20 this.  
 21 I'm so sorry, let's stick with the bottom of the  
 22 French page and scroll back up in the English version,  
 23 and if we go to the "Technical Specification", which is  
 24 the last blue box in the French on that page, and the  
 25 big blue box on the page on the left on the screen,

55

1 "Technical Specification". It says, if Mr Schmidt could  
 2 just read along with me:  
 3 "1. Description.  
 4 "1.1. The Reynobond Architecture Wall Cladding  
 5 Panels comprise two 0.5 mm thick aluminium alloy  
 6 sheets ... bonded to either side of a core of  
 7 low-density polyethylene (LDPE). The panels are  
 8 available either plain edged (riveted system) or flanged  
 9 (cassette system) to suit architectural requirements  
 10 (see Figure 1). A Duragloss or PVDF coating available  
 11 in various colours protects the exposed face.  
 12 A polyester primer protects the unexposed face. The  
 13 products are also available in a fire-retardant  
 14 grade ..."  
 15 If you look at figure 1 below — in the English it  
 16 will have to be scrolled up a bit, and in the French  
 17 version we're going to have to turn the page  
 18 {ARC\_T000012/4}, thank you. They're next to each other.  
 19 If Mr Schmidt could look at the French while I look the  
 20 English. You can see that there are diagrams of the two  
 21 systems. The heading says:  
 22 "Figure 1. Reynobond Architecture panels and  
 23 typical fixing systems."  
 24 On the left there is the riveted system, and on the  
 25 right is the cassette system. Can you see that?

56

1 A. (Interpreted): Yes.  
 2 Q. Now, if we go to page 5 of the certificate in the  
 3 English {BBA0000047/5} and 6 in the French  
 4 {ARC\_T000014/6}, we see section 6, "Behaviour in  
 5 relation to fire". Let's look at section 6.1. If  
 6 Mr Schmidt would read along in the French, I will go  
 7 with the English, and in the English it says, next to  
 8 6.1:  
 9 "A standard sample of the product, with a grey/green  
 10 Duragloss 5000 coating, when tested for reaction to  
 11 fire, achieved a classification of B-s2, d0 in  
 12 accordance with EN 13501-1:2002."  
 13 That's the European classification. It goes on:  
 14 "A fire retardant sample of the product, with  
 15 a gold-coloured Duragloss finish, when tested for  
 16 reaction to fire, achieved a classification B-s1, d0 in  
 17 accordance with EN 13501:2002."  
 18 Do you agree with me that the first reference there,  
 19 the standard sample, is a reference to Reynobond 55 with  
 20 a PE core?  
 21 A. (Interpreted): Yes.  
 22 Q. And that's a reference, isn't it, to the 2005 test A,  
 23 test and classification, which related to Reynobond 55  
 24 PE rivet-fix, isn't it?  
 25 A. (Interpreted): Yes, probably.

57

1 Q. And, as I've shown you in the second sentence of  
 2 paragraph 6.1, there is a reference to the  
 3 fire retardant sample of the product, with the  
 4 gold-coloured Duragloss finish. That's a reference to  
 5 the 2006 classification of Reynobond FR, isn't it?  
 6 (Pause)  
 7 Yes?  
 8 A. (Interpreted): Yes.  
 9 Q. Then under paragraph 6.2 -- I'll read the English if you  
 10 look at the French, please -- it says:  
 11 "A fire retardant sample of the product, with  
 12 a metallic grey PVDF finish, when tested in accordance  
 13 with BS 476-6:1989, achieved a fire propagation index  
 14 (I) of 0 and, when tested in accordance with  
 15 BS 476-7:1997, achieved a Class 1 surface spread of  
 16 flame."  
 17 A. (Interpreted): Yes.  
 18 Q. Just pausing there, that's a reference, isn't it, to the  
 19 2003 Warrington fire tests on Reynobond FR core, isn't  
 20 it?  
 21 A. (Interpreted): Yes, probably.  
 22 MR MILLETT: Now, Mr Chairman, I find myself plumb in the  
 23 middle of this certificate with quite a few questions to  
 24 go on it, but it's now 1.01 pm. Having shown the  
 25 witness 6.1 and 6.2, I need to show him the whole of

58

1 section 6, particularly the section --  
 2 SIR MARTIN MOORE-BICK: Well, Mr Millett, I did realise that  
 3 you were probably going to find yourself in this  
 4 predicament, but I think that probably it would make  
 5 sense, wouldn't it, to break at that point and come back  
 6 with presumably a number of questions after we've had  
 7 a break?  
 8 MR MILLETT: Yes. There is a logic to breaking here, and  
 9 I would ask that we seize that.  
 10 SIR MARTIN MOORE-BICK: Yes. Well, I'm persuaded.  
 11 MR MILLETT: All right.  
 12 SIR MARTIN MOORE-BICK: Mr Schmidt, I think you understood  
 13 from what you heard, probably, that we're going to take  
 14 a break now for some lunch.  
 15 We will come back, please, at 2 o'clock UK time, and  
 16 again I have to remind you, please, not to talk about  
 17 your evidence over the break, to anyone at all.  
 18 All right?  
 19 See you at 2 o'clock, then. Thank you very much.  
 20 (1.03 pm)  
 21 (The short adjournment)  
 22 (2.00 pm)  
 23 SIR MARTIN MOORE-BICK: Welcome back, everyone. We are now  
 24 ready to continue hearing evidence from Mr Schmidt, but,  
 25 as always, I'll just begin by checking that the

59

1 interpreters are with us and that they can hear clearly.  
 2 MS DELAS-REISZ: We can hear you clearly and we are with  
 3 you.  
 4 SIR MARTIN MOORE-BICK: Thank you very much indeed.  
 5 Now, Mr Schmidt, you're back with us, I hope, are  
 6 you?  
 7 THE WITNESS: (Interpreted): Yes, and I can hear you.  
 8 SIR MARTIN MOORE-BICK: Hello, Mr Schmidt. And you're ready  
 9 to carry on, I hope?  
 10 THE WITNESS: (Interpreted): Yes.  
 11 SIR MARTIN MOORE-BICK: Good. Thank you very much.  
 12 Yes, Mr Millett.  
 13 MR MILLETT: Thank you, Mr Chairman.  
 14 Mr Schmidt, we were looking together at the  
 15 BBA certificate for Reynobond 55, if we can please go  
 16 back to that document, and I'd shown you some of this  
 17 document already and clauses 6.1 and 6.2 within  
 18 section 6, "Behaviour in relation to fire".  
 19 Can we now look at section 6.3 together, and it says  
 20 this, and I'll read the English, if you can read along  
 21 in the French:  
 22 "As a consequence of sections 6.1 and 6.2, the  
 23 products may be regarded as having a Class 0 surface in  
 24 relation to the Approved Document B of The Building  
 25 Regulations 2000 (as amended) (England and Wales) and

60



1 Technical Booklet E of The Building Regulations  
 2 (Northern Ireland) 2000 (as amended) and a 'low risk'  
 3 material is defined in Annex 2C and Annex 2E of  
 4 The Building (Scotland) Regulations 2004 (as amended).  
 5 The unexposed side of the products may also be regarded  
 6 as having a class 0 surface."  
 7 Just pausing there, do you remember — maybe you  
 8 don't — that the statement about the unexposed side was  
 9 a conclusion drawn from the Reynolux certificate? Do  
 10 you know that?  
 11 A. (Interpreted): No, not at all.  
 12 Q. Looking at 6.4, it says:  
 13 "These performances may not be achieved by other  
 14 colours of the product and the designations of  
 15 a particular colour should be confirmed by:  
 16 "England and Wales — Test or assessment in  
 17 accordance with Approved Document B, Appendix A,  
 18 Clause 1."  
 19 Then there are further test standards referred to in  
 20 relation to Scotland and Northern Ireland I don't think  
 21 I need to read it to you.  
 22 Still on page 5 of the English version, and we're on  
 23 the right page of the French version, 6.5, it says:  
 24 "For resistance to fire, the performance of a wall  
 25 incorporating the product, can only be determined by

61

1 tests from a suitably accredited laboratory, and is not  
 2 covered by this Certificate."  
 3 6.6:  
 4 "Cavity barriers should be incorporated behind the  
 5 cladding, as required by the national Building  
 6 Regulations, but should not block essential ventilation  
 7 pathways. Particular attention should be paid to  
 8 preventing the spread of fire from within a building  
 9 breaching the cladding system through window and door  
 10 openings."  
 11 A. (Interpreted): Yes.  
 12 Q. Now, I've taken you through the principal sections of  
 13 the certificate so that you have it fresh in your mind,  
 14 including, before the break, 6.1 and 6.2, Mr Schmidt.  
 15 I want now to show you — so you have the text in  
 16 your mind — what Mr Wehrle says about this certificate.  
 17 Just so that you know where I'm going with the  
 18 questions, what I want to know is how some of the  
 19 statements that I've shown you came to be on this  
 20 certificate. Right?  
 21 A. (Interpreted): Yes.  
 22 Q. Let's go to Claude Wehrle's witness statement, English  
 23 page 16 {MET00053190/16}, French page 20  
 24 {MET00048342/20}, please, in both cases paragraph 55.  
 25 He says at paragraph 55:

62

1 "I cannot recall whether or to what extent I read  
 2 through the content of the BBA certificate, but I was  
 3 not aware until after the Grenfell Tower fire of the  
 4 precise detail of its content."  
 5 I want to ask you about that.  
 6 First, Mr Schmidt, was it not Claude Wehrle's job to  
 7 know what was in the BBA certificate?  
 8 A. (Interpreted): Yes, it was for him or his team, yes.  
 9 Q. Was it his job to read through it, make sure every  
 10 detail was correct, and approve it?  
 11 A. (Interpreted): Well, if you think about a job  
 12 description, I don't think we would go that far into  
 13 details, but if you think about his task in general, his  
 14 job in general, yes, I think it was for him to do it.  
 15 Q. His English was good enough to do that, was it?  
 16 A. (Interpreted): Yes.  
 17 Q. All right.  
 18 Now, let's look, then, at some of the  
 19 correspondence. Let's go to some of the correspondence  
 20 at the time, and I want to show you an exhibit,  
 21 exhibit 16 from Mr Wehrle's witness statement,  
 22 {MET00053158\_P16/15}.  
 23 Now, I should tell you while the document is being  
 24 retrieved that there is no French translation of this.  
 25 Therefore, I will ask the translator to translate the

63

1 whole of the email to you, please.  
 2 (Pause for translation)  
 3 Now, I want just to read out the relevant part in  
 4 English, but let me introduce the document in English.  
 5 It's an email from Mandy Osman to Claude Wehrle on  
 6 Thursday, 22 November 2007, and this email, the second  
 7 one down on the page, is to Mr Wehrle from GG Lines,  
 8 in fact, and the first line of the email under the  
 9 heading "Reynobond Architecture Wall Cladding Panels"  
 10 says:  
 11 "We enclose a copy of the proposed Certificate for  
 12 the above product and would appreciate your written  
 13 approval of the draft."  
 14 And you have already translated the whole of it.  
 15 If we go to page 17 {MET00053158\_P16/17}, please, we  
 16 can see draft 1 of the BBA certificate was attached, and  
 17 there it is.  
 18 We can then go to Claude Wehrle's response to this  
 19 email. Can we please have the bottom of page 35  
 20 {MET00053158\_P16/35} and the top of page 36 of this  
 21 email. It's the email at the bottom of page 35, on to  
 22 page 36. I'm going to read it in English first aloud  
 23 and then I'm going to ask you to translate the whole of  
 24 the email into French for the witness, please.  
 25 THE INTERPRETER: Absolutely.

64

1 MR MILLETT: It's from Claude Wehrle to Mandy Osman on  
 2 23 November 2007, copied to Hamo Gregorian, and it says:  
 3 "Hello,  
 4 "I've some remarks:  
 5 "On 1. Description:  
 6 "After (see Figure 1), instead of 'A duragloss  
 7 coating ... a PVDF coating' can you write [and then in  
 8 red] 'a Duragloss or PvdF coating protects the exposed  
 9 face in many different colors to outside exposure. The  
 10 unexposed face is protected with a polyester primer.'"  
 11 Then in green someone has written, we can see in the  
 12 later email:  
 13 "Text will be amended as advised."  
 14 Then under 1.3:  
 15 "Can you add the 2 dimensions 2000 x 3000 and 2000 x  
 16 4000."  
 17 Then in green underneath that:  
 18 "Text will be amended as advised."  
 19 Then on 6.1, which we saw in total in its final  
 20 form:  
 21 "Can you add the results of our fire certification  
 22 for Reynobond FR (B—s1, d0)  
 23 "Test report send to Hamo some month ago."  
 24 In green:  
 25 "I do not appear to have received this report."

65

1 Please resend."  
 2 THE INTERPRETER: Sir, shall I translate this?  
 3 MR MILLETT: Yes, please.  
 4 THE INTERPRETER: Yes? Okay.  
 5 (Pause for translation)  
 6 MR MILLETT: Now, if we go to the next email up on the  
 7 left—hand side in the English, Hamo Gregorian to  
 8 Claude Wehrle on Friday, 23 November 2007, in green he  
 9 says:  
 10 "Claude  
 11 "Please find my response below (in green).  
 12 "Regards  
 13 "Hamo."  
 14 Then above that, Claude Wehrle responds to  
 15 Hamo Gregorian the same day:  
 16 "Hello Hamo,  
 17 "Please find enclosed the document for our Reynobond  
 18 FR certification .  
 19 "Regards,  
 20 "Claude."  
 21 Then the next email up from Hamo Gregorian to  
 22 Claude Wehrle, again the same day, 23 November 2007:  
 23 "Claude  
 24 "The report is fine .  
 25 "I'll add appropriate statement to section 6.1."

66

1 "Regards  
 2 "Hamo."  
 3 Then at the very top of page 35 in the English we  
 4 see an email from Claude Wehrle back to Hamo Gregorian,  
 5 again on 23 November 2007:  
 6 "Thank you very much for your help.  
 7 "Just a quick last question:  
 8 "On page 3 of 8, § General:  
 9 "'This Certificate is a Confirmation French  
 10 Agreements 2/04—1081 and ...'  
 11 "Can you write 'This Certificate is a Confirmation  
 12 French Agreements 2/07—1244 and ...'?"  
 13 "In fact our 'Avis Technique' has a new number since  
 14 it has been review on April this year.  
 15 "You can find it in attachment (sorry I only have it  
 16 in French).  
 17 "Regards,  
 18 "Claude."  
 19 (Pause for translation)  
 20 Now, that's an email run I've shown you in late  
 21 November 2007.  
 22 Can I now show you another email run in  
 23 December 2007 at the same exhibit, page 155  
 24 {MET00053158\_P16/155}. Again, I'm afraid there is no  
 25 French translation of this."

67

1 This is an email — and I'll read it in the English  
 2 and then, Madam Translator, if you could translate to  
 3 the witness, please — to Claude Wehrle again from  
 4 Mandy Osman at the BBA, copied to others at the BBA, and  
 5 she says:  
 6 "Dear Mr Wehrle,  
 7 "Please find enclosed a copy of the final 'accepted'  
 8 draft of the proposed Agreement Certificate for the above  
 9 product and would welcome your approval of it. This is  
 10 the draft we shall send to our Chief Executive for  
 11 formal issue of the Certificate."  
 12 Then in bold:  
 13 "To request changes during or after formal issue  
 14 will cause delay as well as resubmission of the draft,  
 15 and may well result in further cost to your company — we  
 16 recommend, therefore, that you satisfy yourself now that  
 17 the draft meets your requirements in full .  
 18 "If we have not heard from you by 8 January 2007 we  
 19 shall assume you are satisfied with the draft and will  
 20 proceed to issue. Please let me know immediately if you  
 21 wish us to continue before this date.  
 22 "We cannot enter into discussions concerning the  
 23 Certificate but you should satisfy yourself that  
 24 publication can proceed. As this is the final stage  
 25 before publication, we would advise you to check the

68

1 sample thoroughly. Though we exercise a rigorous check  
 2 at all stages, as with all complex documents, there may  
 3 be a few occasions when problems remain undetected. As  
 4 is normal with publishing/printing, the responsibility  
 5 for final checking rests with you the client.  
 6 "For your information, once the Certificate is  
 7 formally issued we will confirm this to you, and enclose  
 8 a copy of the issued Certificate (for information only)  
 9 just before we send the Certificate to our printer."  
 10 If we —  
 11 THE INTERPRETER: I'll translate, if you allow me.  
 12 (Pause for translation)  
 13 MR MILLETT: Thank you.  
 14 Now, if we go down to page 157  
 15 {MET00053158\_P16/157}, we can see the document that was  
 16 attached to Mandy Osman's email on this date, and we  
 17 know from other documents, which I'll show you briefly,  
 18 that this certificate in draft, draft 3, was sent to  
 19 Colin Southgate and Deborah French in early  
 20 January 2008.  
 21 Can we go to page 165 {MET00053158\_P16/165},  
 22 for example, in this email run. You can see the second  
 23 email down in that email run is from Claude Wehrle to  
 24 Colin Southgate and Deborah French on 2 January 2008,  
 25 and it says — I'll read it in English and then it can

69

1 be translated to you in French:  
 2 "Hello,  
 3 "At first .... HAPPY NEW YEAR 2008!!  
 4 "Can I ask you to read the attached document and to  
 5 send me any comment ASAP?  
 6 "Regards,  
 7 "Claude."  
 8 (Pause for translation)  
 9 Now I've shown you details of emails in November and  
 10 December 2007 and early 2008, do you accept that  
 11 Claude Wehrle was involved in the detailed drafting and  
 12 approval of the BBA certificate?  
 13 A. (Interpreted): Yes.  
 14 Q. So when Claude Wehrle says, as I've shown you, at  
 15 paragraph 55 of his witness statement that he was not  
 16 aware until after the Grenfell Tower fire of the precise  
 17 detail of its content, that is wrong, isn't it?  
 18 A. (Interpreted): I mean, yes, you're right, but, I mean,  
 19 we mustn't forget ten years elapsed in between, and,  
 20 yes, I mean, that's my opinion.  
 21 Q. Indeed.  
 22 Are you able to explain how it is that Mr Wehrle was  
 23 able to assert in his witness statement that he was not  
 24 aware until after the Grenfell Tower fire of the precise  
 25 detail of the content of the BBA certificate?

70

1 A. (Interpreted): No.  
 2 Q. Can I ask you to be shown the transcript at  
 3 {Day91/6:25}, which was yesterday. I'm going to read it  
 4 in English and then, Madam Translator, if you could  
 5 translate into French. There will have been a French  
 6 version of this in the record, but I'm afraid I can't  
 7 lay my hands on it because it will be an audio  
 8 recording, but if you could translate it, please.  
 9 You told us yesterday this, line 25:  
 10 "Answer: I believe, having discussed this with  
 11 Claude Wehrle after the fire at Grenfell, that we were  
 12 not aware of what was written within the fire test —  
 13 what was written within the BBA certificate with regard  
 14 to fire tests, European fire tests."  
 15 Question at line 5 {Day91/7:5}:  
 16 "Question: I don't understand. What was it that  
 17 you were not aware of?"  
 18 This is your answer, Mr Schmidt:  
 19 "Answer: So the BBA certificate, after discussing  
 20 with Claude Wehrle after the Grenfell fire,  
 21 Claude Wehrle was not aware of the fire references made  
 22 within the BBA certificate."  
 23 At line 11 {Day91/7:11}:  
 24 "Question: Are you telling the Inquiry that  
 25 Claude Wehrle told you that he did not know of the

71

1 references to European class B in the BBA certificate?  
 2 "Answer: (Interpreted): Yes, I think that at least  
 3 he hadn't remembered it anyway.  
 4 "Question: Are you able to explain why Arconic did  
 5 not correct the false statement in its BBA certificate  
 6 about Euroclass B in relation to ... until after the  
 7 Grenfell Tower fire?  
 8 "Answer: (Interpreted): Well, I think I already  
 9 answered the question. I get the impression that we  
 10 weren't aware of it."  
 11 Now, my question for you, Mr Schmidt, is:  
 12 remembering that conversation with Mr Wehrle after the  
 13 fire, did he tell you that he was not aware of the fire  
 14 references made within the BBA certificate?  
 15 A. (Interpreted): Yes.  
 16 Q. Do you accept, me having shown you the emails from  
 17 November and December 2007 and early 2008, that what he  
 18 was telling you during that conversation was wrong?  
 19 A. (Interpreted): Yes. Well, I don't know if he did it  
 20 deliberately. Once again, ten years had elapsed, so  
 21 I don't know whether he just didn't remember what was  
 22 written within that certificate.  
 23 Q. Did he tell you — I'm so sorry, do continue.  
 24 A. (Interpreted): Specifically.  
 25 Q. Did he tell you that he was not involved in the drafting

72

1 of the BBA certificate — sorry, let me put the question  
 2 again.  
 3 Did he tell you that he was not aware of the fire  
 4 references made in the BBA certificate or that he  
 5 couldn't remember what they were?  
 6 A. (Interpreted): I don't know. Maybe I'm not being  
 7 precise enough, but I can't confirm one way or the  
 8 other.  
 9 Q. Let's look, then, at the BBA certificate. Now, I've  
 10 shown you quite a lot of it.  
 11 Having read the certificate, as we've seen from the  
 12 email exchanges in late 2007, early 2008, would you have  
 13 expected that Claude Wehrle would have pointed out any  
 14 errors or omissions in it, as he was asked to do?  
 15 A. (Interpreted): Yes.  
 16 Q. Can you explain why Mr Wehrle did not point out to the  
 17 BBA that the certification Euroclass B related only to  
 18 the rivet form of PE and not to the cassette form?  
 19 A. (Interpreted): No.  
 20 Q. Can you explain why it is that Arconic, and Mr Wehrle in  
 21 particular, failed to draw the distinction between the  
 22 fire performance of cassette and the fire performance of  
 23 rivet in PE to the attention of the BBA?  
 24 A. (Interpreted): No.  
 25 Q. Can you explain why the certificate does not state that

73

1 the test result, Euroclass B—s2, d0 was achieved for PE  
 2 only in the rivet form but not in the cassette form?  
 3 A. (Interpreted): No.  
 4 Q. Do you accept that that omission made the certificate  
 5 thoroughly misleading?  
 6 A. (Interpreted): Yes.  
 7 Q. Do you accept that it was thoroughly misleading because  
 8 it pretended that the cassette—fix version of  
 9 Reynobond 55 in standard PE was covered by a Euroclass B  
 10 standard classification when in fact it wasn't?  
 11 A. (Interpreted): Could I see the certificate again,  
 12 part 6.1?  
 13 Q. I think on the French version —  
 14 A. (Interpreted): In English, that's all right.  
 15 Q. Is it? I can show it to you in English, Mr Schmidt,  
 16 {BBA00000047/5}, but I think we ought to have the French  
 17 version, {ARC\_T000012/6}. Look at 6.1.  
 18 A. (Interpreted): So no reference is made to the system.  
 19 Okay.  
 20 Q. Right. Do you want to change any of your answers,  
 21 having been shown this document?  
 22 A. (Interpreted): No, I'd just like to come back to the  
 23 question.  
 24 Q. The question is really this: looking at paragraph 6.1 of  
 25 the English version, if you like, or the French version,

74

1 do you accept that the reason why paragraph 6.1 at the  
 2 very least was very misleading was because it pretended  
 3 that the cassette—fix variant of Reynobond 55 PE was  
 4 covered by a Euroclass B classification when in fact it  
 5 wasn't?  
 6 A. (Interpreted): In 6.1 it's not clearly formulated,  
 7 neither with regard to cassette or riveted system.  
 8 Q. You say it's not clearly stated; I'm suggesting to you  
 9 that it's positively misleading because it conceals the  
 10 fact that the product which achieved B—s2, d0 was  
 11 in fact the riveted variant of standard PE and not the  
 12 cassette variant.  
 13 A. (Interpreted): Yes, it wasn't sufficiently precise or  
 14 clear.  
 15 Q. Can you explain why Claude Wehrle, having been given  
 16 a number of opportunities and told expressly to bring to  
 17 the BBA's attention any errors or omissions, did not  
 18 tell them about test 5B, or tell them that only the  
 19 rivet version of Reynobond 55 PE had achieved that  
 20 classification?  
 21 A. (Interpreted): I can't explain it, I would just be  
 22 making suppositions.  
 23 Q. You see, the question I would ask Mr Wehrle, if he was  
 24 sitting where you are sitting, Mr Schmidt, is why he let  
 25 this text go out, given what he knew. Can you explain

75

1 that? Can you give the answer that he would give?  
 2 A. (Interpreted): No.  
 3 Q. No. So you're unable to tell us why this certificate at  
 4 paragraph 6.1 did not simply state the truth, which was  
 5 that only the PE rivet version of Reynobond 55 had  
 6 obtained Euroclass B?  
 7 A. (Interpreted): No.  
 8 Q. I would be suggesting to Mr Wehrle that his  
 9 communications with the BBA in which he did not make  
 10 this clear to them was deliberate and dishonest. Can  
 11 you answer that question?  
 12 A. (Interpreted): No.  
 13 Q. As managing director at the time this document was  
 14 approved and sent out by the BBA, are you able to  
 15 account for how Arconic allowed this document to be —  
 16 A. (Interpreted): No.  
 17 Q. Were there any systems in place within Arconic at the  
 18 time — late 2007, early 2008 — to ensure that those  
 19 occupying Claude Wehrle's position in the company did  
 20 not make false and misleading statements to Arconic's  
 21 market?  
 22 A. (Interpreted): Yes, we had a quality system, we had  
 23 ISO 9001, which was established since 1993, so all  
 24 processes in principle had to be followed. We took —  
 25 we considered that audits were something that was

76

1 constructive. Companies are not necessarily perfect,  
 2 can be far from perfect, we can always improve them, and  
 3 so we considered audits to represent an opportunity.  
 4 Q. What went wrong in this case, Mr Schmidt?  
 5 A. (Interpreted): I don't know.  
 6 Q. Okay.  
 7 Now, I want to show you a document that is a little  
 8 bit later in time — no, let me go back to that later  
 9 on. Forgive me, Mr Schmidt.  
 10 I've seen a message that there may have been  
 11 a translation question in the last few questions. We  
 12 will look at that in the break and may have to revisit  
 13 that last line if necessary.  
 14 Can I then move on to section 6.5 of the  
 15 BBA certificate. What I want to do first of all is to  
 16 go back to the BBA certificate in both languages and go  
 17 to section 6.5 {BBA00000047/5} {ARC\_T000012/7}. We  
 18 looked at it just after the lunch break.  
 19 Just a reminder of 6.5, it says:  
 20 "For resistance to fire, the performance of a wall  
 21 incorporating the product, can only be determined by  
 22 tests from a suitably accredited laboratory, and is not  
 23 covered by this Certificate."  
 24 Now, I've shown you that again.  
 25 Can we go to Claude Wehrle's witness statement,

77

1 please, English page 17 {MET00053190/17}, French page 21  
 2 {MET00048342/21}, in both cases at paragraph 58.  
 3 Okay, Mr Schmidt, if you read paragraph 58 in French  
 4 to yourself, I'll read the English aloud. He says:  
 5 "The BBA Certificate also makes it very clear, in  
 6 paragraph 6.5, that in relation to resistance to fire,  
 7 the performance of a wall incorporating the product,  
 8 i.e., the performance of an actual cladding system (as  
 9 opposed to a mock system under test conditions), could  
 10 only be determined by tests from a suitably accredited  
 11 laboratory, and would not be covered by the certificate  
 12 (which related to the product and not to the method of  
 13 fixing or any other feature of the system). In other  
 14 words, the fact that the certificate explains that a PE  
 15 sample achieved an EN B classification in a particular  
 16 systems test was not a guarantee that the outcome would  
 17 be the same in different systems or with different  
 18 fabrications."  
 19 Now, you may not be able to help me with this.  
 20 I have a number of technical questions, and if you can't  
 21 help me then you can't help me. I'm showing you that.  
 22 Is Claude Wehrle referring there to full systems  
 23 tests such as the British Standard 8414 test that we  
 24 have in the UK or the LEPiR2 test in France? Is that  
 25 what he means?

78

1 A. (Interpreted): Well I don't know whether that's what he  
 2 is saying here. That could be the case, I imagine, but  
 3 I can't confirm 100%. I mean, I've heard mention made  
 4 of these tests, I know roughly what they are.  
 5 Q. The reason I ask is because we can find no record of any  
 6 tests of a whole façade build-up in the UK incorporating  
 7 Reynobond 55 PE core at any time before the  
 8 Grenfell Tower fire. Are you aware of any?  
 9 A. (Interpreted): No.  
 10 Q. Let's go back to the certificate, then, if we may, back  
 11 at {BBA00000047/5} and {ARC\_T000012/7}, and look at  
 12 paragraph 6.5 again for the third time, I think.  
 13 You can see that it mentions resistance to fire  
 14 there, doesn't it? That's not the same thing, is it, as  
 15 reaction to fire?  
 16 A. (Interpreted): Yes.  
 17 Q. Okay. Did you appreciate the distinction between  
 18 reaction to fire and resistance to fire when you did  
 19 your witness statement?  
 20 A. (Interpreted): No, I'm not sure. I'm not sure of  
 21 differentiating.  
 22 Q. Can I then go to the document I wanted to show you,  
 23 which is a little bit later in the chronology,  
 24 June 2010, but it's, I think, convenient to pick it up  
 25 at this stage. {CEP00053378}.

79

1 This is a document called "Reynobond, Fabrication  
 2 guideline, Step by step to a perfect cladding", and we  
 3 believe the date is June 2010, and the reason,  
 4 Mr Schmidt, we believe that is because Arconic has  
 5 confirmed that as the date of production of this  
 6 document.  
 7 My first question is: did you see this document in  
 8 2010?  
 9 A. (Interpreted): Can't confirm.  
 10 Q. Okay. Have you ever seen this document before?  
 11 A. (Interpreted): Probably.  
 12 Q. Do you remember when you first saw it, do you think?  
 13 A. (Interpreted): No.  
 14 Q. Let's look at page 12 {CEP00053378/12}, please. This is  
 15 about machining, and I am afraid I don't believe we have  
 16 a French version of this document, and if we do,  
 17 I apologise, I have not been able to find it, but work  
 18 with me in the English.  
 19 Can you see that it deals with general fabrication  
 20 techniques, and if you just translate that for me,  
 21 Madam Translator, on the left.  
 22 (Pause for translation)  
 23 I don't want to have you read out the entirety of  
 24 the document. If you haven't seen this document before,  
 25 it may be that there is a limited amount that I can ask

80

1 you about it.  
 2 Can you see in the diagram that it explains how to  
 3 cut through the aluminium in order to create a 90-degree  
 4 right angle?  
 5 A. (Interpreted): On the right-hand side of the document?  
 6 Q. You can see that there, the right angle at the bottom  
 7 right —  
 8 A. (Interpreted): Yes.  
 9 Q. Can you see that that exposes the PE core?  
 10 A. (Interpreted): Yes.  
 11 Q. Then on page 13 {CEP00053378/13}, we can see that there  
 12 are further diagrams under the heading "Fold and  
 13 counterfold". Again, do you see that these diagrams  
 14 show the opening up of the PE core to exposure?  
 15 A. (Interpreted): Yes.  
 16 Q. Just for reference purposes, I should just say that the  
 17 core of this material here in this document is PE, not  
 18 FR. That's clear from page 34 {CEP00053378/34}.  
 19 My question is: given the fire behaviour exhibited  
 20 by test 5B on Reynobond PE cassettes, why did Arconic  
 21 provide advice and guidance such as this we can see in  
 22 the diagrams on how to fabricate cassettes and expose  
 23 the core without any warning as to the risks of fire?  
 24 A. (Interpreted): I can't answer.  
 25 Q. Does it mean that you can't answer this question: that

81

1 Arconic would have known or should have known, at the  
 2 least, that in recommending methodologies of fabrication  
 3 such as this which expose the PE core, it was  
 4 recommending a method of fabrication which might result  
 5 in an extremely dangerous system?  
 6 A. (Interpreted): Well, as I understand things, I mean,  
 7 I don't really know, and it's difficult to tell you in  
 8 detail, but what I think it is, the aim of this  
 9 document, is to explain to transformers how to use the  
 10 product and transform it into something else, and  
 11 probably there was no reason to make any difference  
 12 between PE and FR in this. I don't think we would have  
 13 made a difference between either.  
 14 Q. Maybe I'll make it a simpler question: can you explain  
 15 why this document carries no warning that exposing PE  
 16 creates the risk of a dangerous cladding system because  
 17 it exposes the cladding panels to risk of fire?  
 18 A. (Interpreted): No.  
 19 Q. I'm going to change to a different topic, and that is  
 20 some of your evidence on the role of Arconic as opposed  
 21 to the role of professionals.  
 22 Can we go to your witness statement, please,  
 23 Mr Schmidt. I'd like to go to paragraph 90, page 29 of  
 24 the English {MET00053187/29}, and page 13 in the French,  
 25 and the French part of your statement is

82

1 {MET00048338/13}. I want to look at paragraph 90 and 92  
 2 with you.  
 3 There we have the French on the screen on the right,  
 4 and the English will come on the left, page 29, please,  
 5 in the English version of your statement.  
 6 It says at paragraph 90, you say —  
 7 THE INTERPRETER: We don't have the beginning of  
 8 paragraph 90.  
 9 MR MILLETT: If we could have the beginning of paragraph 90,  
 10 please.  
 11 I want to pick it up two-thirds of the way down the  
 12 English with the words "Decisions". I think that that  
 13 begins in the French ...  
 14 THE INTERPRETER: I'm looking for it ...  
 15 MR MILLETT: If you could find that, please.  
 16 THE INTERPRETER: I'm trying to.  
 17 (Pause)  
 18 SIR MARTIN MOORE-BICK: I think it's the next page down in  
 19 the French {MET00048338/14}.  
 20 THE INTERPRETER: Thank you, sir. Yes.  
 21 MR MILLETT: The English says — and if Mr Schmidt could  
 22 read along in the —  
 23 A. (Interpreted): Yes.  
 24 Q. "Decisions on whether or not products are suitable for  
 25 use in a construction or refurbishment project are for

83

1 professionals such as architects, engineers and building  
 2 designers to make. Such decisions will be made based on  
 3 a number of factors, including other materials, design  
 4 of cladding system and the project details generally, to  
 5 be used in the project, and AAP SAS would generally not  
 6 recommend the use of a product for a particular project.  
 7 In line with this, so far as I am aware, AAP SAS did not  
 8 recommend the use of Reynobond 55 (ACM PE), nor any  
 9 alternative products, for Grenfell Tower."  
 10 Then if you go on to paragraph 92, please, which you  
 11 can see at the bottom of the right-hand side of the  
 12 screen, and I think we're going to have to scroll down  
 13 in the English for the beginning of paragraph 92,  
 14 thank you, it says:  
 15 "Given AAP SAS's role (that is, a manufacturer and  
 16 supplier of unfabricated ACM panels) it would not have  
 17 considered whether the use of Reynobond 55 PE cassette  
 18 panels as part of the façade of Grenfell Tower would  
 19 comply with relevant building regulations or associated  
 20 guidance including in respect of fire safety. It would  
 21 not be possible for the company to consider such  
 22 matters, as it would not know exactly how its product  
 23 was to be used including what other materials its  
 24 product would be used in combination with. For the same  
 25 reasons, neither could AAP SAS form a view as to whether

84

1 the design of the façade of the tower complied with  
 2 relevant building regulations and associated guidance,  
 3 so far as fire safety, or indeed any other aspects, were  
 4 concerned. AAP SAS did not therefore rely on any advice  
 5 from third parties about such issues, as they were not  
 6 (and would never be) within its remit to consider;  
 7 AAP SAS is simply a supplier of one component product  
 8 which may be used in the façade of a building."

9 Now, this is your evidence, Mr Schmidt, to  
 10 the Inquiry.

11 How would any architect or designer or construction  
 12 professional have all the information available to it to  
 13 make a proper decision if they did not know of the  
 14 existence of test 5B or what it showed?

15 (Pause)

16 A. (Interpreted): Well, if we go back to the  
 17 BBA certificate, it's exactly the same thing that is  
 18 said there, that any product has to be tested within its  
 19 system.

20 Q. The BBA certificate doesn't say, does it, "Don't use  
 21 Reynobond 55 PE unless you have tested it in its system  
 22 in which it is going to be used", does it?

23 A. (Interpreted): Yes, that's what I understand in 6.5.

24 Q. What was the point of the representation made in 6.1 and  
 25 6.2, and indeed 6.3, about the fire classifications in

85

1 relation to Reynobond?

2 A. (Interpreted): I don't know.

3 Q. Can we try the question a different way round,  
 4 Mr Schmidt, so there is no confusion here.

5 Would you accept that even the most competent of UK  
 6 professionals — architects, designers, construction  
 7 professionals — looking at the BBA certificate closely  
 8 would be led to believe that Reynobond 55 PE in  
 9 cassette—fix had achieved a Euroclass B when it had not?

10 A. (Interpreted): In 6.1 and 6.2 there is no system that is  
 11 mentioned, so no.

12 Q. I don't understand the answer, I'm afraid.

13 Let's have paragraph 6.1 of the BBA certificate up  
 14 again. Let's have {BBA00000047/5}, which is the English  
 15 version, and the French version {ARC\_T000012/6}. Let's  
 16 look at paragraph 6.1, please, and it says there:

17 "A standard sample of the product, with a grey/green  
 18 Duragloss 5000 coating, when tested for reaction to  
 19 fire, achieved a classification of B—s2, d0 in  
 20 accordance with EN 13501—1:2002. A fire retardant  
 21 sample of the product, with a gold—coloured Duragloss  
 22 finish, when tested for reaction to fire, achieved a  
 23 classification B—s1, d0 in accordance with  
 24 EN 13501:2002."

25 Would you accept that even the most competent of UK

86

1 professionals studying what I've just read out to you  
 2 from this certificate, Mr Schmidt, would be led to  
 3 believe that Reynobond 55 standard PE in cassette—fix  
 4 had achieved a Euroclass B when it had not?

5 A. (Interpreted): No.

6 Q. You don't accept that?

7 A. (Interpreted): No.

8 Q. You see, I thought you had accepted that earlier in your  
 9 evidence. Let me just see if I can —

10 A. (Interpreted): Well, maybe — I'm sorry, maybe I don't  
 11 really understand the question in its entirety, but in  
 12 this text here it says that a product has obtained in —  
 13 what it says is that at the time of a fire test  
 14 the product obtained such a result. That's what it  
 15 says, essentially.

16 I mean, at 6.5 it says the product has to be tested  
 17 with the whole of the system and probably to make sure  
 18 of the fire validity of the whole thing.

19 Q. Mr Schmidt, we're about to break, but do you understand  
 20 the difference between reaction to fire and resistance  
 21 to fire?

22 (Pause)

23 A. (Interpreted): No, I'm not sure I do.

24 Q. I'm going to try one more time before the break.

25 Can we please go back to paragraph 6.1 of the

87

1 BBA certificate {BBA00000047/5} {ARC\_T000012/6}.

2 Looking at paragraph 6.1, it says there that:

3 "A standard sample of the product, with a grey/green  
 4 Duragloss 5000 coating, when tested for reaction to  
 5 fire, achieved a classification of B—s2, d0 in  
 6 accordance with EN 13501—1:2002."

7 What would tell the competent UK building  
 8 professional or architect that only the rivet version  
 9 had obtained a classification of B—s2, d0, but not —

10 THE INTERPRETER: Forgive me, and the sound went a bit  
 11 funny, can you repeat what you just said?

12 MR MILLETT: What would tell the competent UK building  
 13 professional or architect that only the rivet version  
 14 had obtained a classification of B—s2, d0 but not the  
 15 cassette version?

16 A. (Interpreted): Well, the text says — and that's  
 17 probably why I'm a bit confused and it's not very clear  
 18 for me — that during a given test, fire test, the  
 19 product obtained a certain classification, but it seems  
 20 to presuppose also that the product wouldn't necessarily  
 21 always obtain the same classification.

22 MR MILLETT: Mr Chairman, I'm going to ask for a break at  
 23 this point, I think. It's 3.15 and it's probably time  
 24 for a break.

25 SIR MARTIN MOORE—BICK: Yes, I think you're right,

88

1 Mr Millett.  
 2 We are going to have a short break, Mr Schmidt, and  
 3 come back, please, at 3.35. Please remember not to  
 4 speak to anyone about your evidence over the break.  
 5 So we will see you a bit later on. Thank you.  
 6 (3.20 pm)  
 7 (A short break)  
 8 (3.35 pm)  
 9 SIR MARTIN MOORE—BICK: Welcome back, everyone. We're ready  
 10 to resume hearing from Mr Schmidt, but first, as always,  
 11 I think I had better check that our interpreters are  
 12 with us.  
 13 MS KENNEDY: We can see and hear you, thank you.  
 14 SIR MARTIN MOORE—BICK: Thank you very much.  
 15 Then, Mr Schmidt, are you there?  
 16 THE WITNESS: (Interpreted): Yes, I'm here.  
 17 SIR MARTIN MOORE—BICK: Good. And you're ready, I hope, to  
 18 continue.  
 19 MR MILLETT: Mr Chairman, thank you very much.  
 20 I want to turn to a different topic, which is  
 21 information available to salespeople.  
 22 Now, we heard from Deborah French that she started  
 23 at Arconic in late 2007, just as the BBA certificate was  
 24 being finalised, so that puts her in the chronology.  
 25 All right?

89

1 A. (Interpreted): Yes.  
 2 Q. To the best of your recollection, after you began your  
 3 role as managing director at Merxheim in 2007, is it  
 4 right that your salesforces in different countries were  
 5 generally dealing with fabricators and designers and  
 6 architects; yes?  
 7 A. (Interpreted): Yes.  
 8 Q. What about fabricators?  
 9 A. (Interpreted): Yes.  
 10 Q. Do you agree —  
 11 SIR MARTIN MOORE—BICK: Can I just interrupt a moment? I'm  
 12 sorry to do that, Mr Millett.  
 13 Mr Schmidt, you look a little bit puzzled about the  
 14 use of the word "fabricateur". Is that not what you  
 15 would normally describe them as?  
 16 A. (Interpreted): No, that word is okay, but I thought I'd  
 17 heard it in a previous sentence.  
 18 SIR MARTIN MOORE—BICK: All right. I'm sorry to interrupt.  
 19 MR MILLETT: Do you agree that Arconic's salesforces would  
 20 need to have a grasp, an understanding, of the technical  
 21 characteristics of the product they were selling?  
 22 A. (Interpreted): Yes.  
 23 Q. Does Arconic require its salesforces to have experience  
 24 in selling building products?  
 25 A. (Interpreted): No, not necessarily.

90

1 Q. Did Arconic require their salesforces to have some  
 2 technical knowledge of their products?  
 3 A. (Interpreted): Yes, a certain amount, yes.  
 4 Q. Can we go to Claude Wehrle's witness statement at  
 5 page 36 in the English {MET00053190/36}, please, and  
 6 page 10 in the French {MET00048329/10}. I want to look  
 7 at paragraph 124.  
 8 I'll show what he says there. He says — and if you  
 9 read in the French, I'll read the English out:  
 10 "I have also been asked to confirm whether AAP SAS  
 11 provides training to its staff and contractors in  
 12 relation to the technical performance of its products  
 13 including in respect of fire performance. In relation  
 14 to AAP SAS employees (and external sales teams) this  
 15 training occurs in different forms but includes  
 16 information on technical matters being provided to  
 17 relevant employees as part of their 'on-boarding'  
 18 process. This is usually at least a half-day session  
 19 and the content will depend upon the particular role of  
 20 the employee, for example, if they were responsible for  
 21 sales into France there may be a greater focus on French  
 22 related technical certifications."  
 23 Now, in relation to the training given by Arconic  
 24 described there by Mr Wehrle, were salespeople trained  
 25 on the certification that was relevant to their

91

1 particular territory?  
 2 A. (Interpreted): I can't confirm. There was no one  
 3 specific on the site at Merxheim who had the specific  
 4 information with regard to the countries to which we  
 5 delivered. I think they probably had some information  
 6 on the necessary tests or other.  
 7 Q. Would that include training on the testing regimes  
 8 relevant, for example, to the United Kingdom, or England  
 9 and Wales specifically?  
 10 A. (Interpreted): But that's the second half of my answer  
 11 before. So I'd like to repeat, there is no one in  
 12 Merxheim who would have been able to explain the  
 13 regulations with regard to the countries that we  
 14 delivered to, to a salesman or a sales team.  
 15 Q. Well, that's not a repetition of your previous answer,  
 16 it's rather different from it. So let's just be clear.  
 17 Would —  
 18 A. (Interpreted): I just think that potentially something  
 19 had been missed out in the interpretation.  
 20 Q. Let's try again. I'll ask you just a simple question:  
 21 did the United Kingdom's salesforce — so Mr Southgate,  
 22 Ms French and then Mr Meakins — get training on the  
 23 testing regimes which applied in the United Kingdom, and  
 24 specifically England and Wales?  
 25 A. (Interpreted): I don't know. One would need to check.

92



1 When someone is taken on from outside, an external  
 2 salesperson is taken on, they would come here to the  
 3 site, they would come here for one week or two weeks and  
 4 they would visit the factory, and so therefore they'd  
 5 meet the technical teams, not only necessarily  
 6 Claude Wehrle's technical teams, they would also meet  
 7 people responsible for paints and laboratories. In  
 8 principle there is a kind of follow-up sheet or document  
 9 for each employee, after they've been taken on. So, to  
 10 answer your question more precisely, it's potentially  
 11 a good idea to look at those documents.  
 12 Q. Have you looked at those documents?  
 13 A. (Interpreted): No.  
 14 Q. Why not?  
 15 A. (Interpreted): I didn't think about it.  
 16 Q. Why have you just thought about it now?  
 17 A. (Interpreted): Because you put me on the path or you  
 18 asked me the question.  
 19 Q. These documents you're referring to, are these training  
 20 records for sales personnel?  
 21 A. (Interpreted): It's a document that exists for each  
 22 employee that's taken on.  
 23 Q. My question again: are they training records for each  
 24 member of the salesforce?  
 25 A. (Interpreted): Yes, there's a heading, then the time it

93

1 was taken and also the person who gave the training.  
 2 It's a document that HR would have, human resources.  
 3 Q. To the best of your knowledge, did those documents  
 4 reflect technical training on the products that each  
 5 member of the salesforce was selling in his particular  
 6 territory?  
 7 A. (Interpreted): I can't answer, I don't know, no.  
 8 There's probably a document of the kind, but I don't  
 9 know — I don't have in mind precisely what appears in  
 10 each document.  
 11 Q. No. We have no such documents, Mr Schmidt. Are you  
 12 able to explain why these documents were not provided by  
 13 Arconic to the Inquiry?  
 14 A. (Interpreted): No, I have no idea, and if they exist  
 15 they should be available.  
 16 Q. Would you be prepared to provide them?  
 17 A. (Interpreted): Yes, of course.  
 18 Q. Okay. Well, we'll have to take that up with Arconic's  
 19 lawyers.  
 20 Is it right that salespeople working around the  
 21 world in the territories in which Arconic sold its  
 22 products would attend sales meetings once or perhaps  
 23 twice a year at Merxheim?  
 24 A. (Interpreted): Yes.  
 25 Q. Do you remember, was it obligatory? Did they have to

94

1 come?  
 2 A. (Interpreted): Yes. Generally everybody came. Maybe  
 3 there would be one or two people missing, but yes.  
 4 Q. Do you remember whether there was usually an update from  
 5 the technical sales support team?  
 6 A. (Interpreted): Yes, I believe that at each sales meeting  
 7 there was a presentation from the team that supported  
 8 the sales, it was part of a normal schedule.  
 9 Q. Would Arconic's management expect these salespeople to  
 10 listen to the update relevant to their product and take  
 11 on board the information given to them?  
 12 A. (Interpreted): Yes.  
 13 Q. So do we take it that your salesforce couldn't ignore  
 14 information and decide for themselves what was relevant  
 15 to them and what was irrelevant to them?  
 16 A. (Interpreted): Yes. Now, let's go to your second witness  
 17 statement, please, in the English at page 15  
 18 {MET00053187/15} and in the French at page 20  
 19 {MET00048331/20}, in both cases paragraph 48.  
 20 Now, you have the whole of paragraph 48 there in the  
 21 French on the screen. In the English it skips over the  
 22 page. I'm going to read the English while, Mr Schmidt,  
 23 please read the French to yourself.  
 24 "In relation to awareness within AAP SAS of the  
 25 results of fire performance testing and certification, a

95

1 number of people within AAP SAS would have been aware  
 2 including the sales team and the technical sales support  
 3 team. Members of the sales team would be aware of  
 4 results as they are made available to them through an  
 5 online system referred to as the 'toolbox'.  
 6 Claude Wehrle and the technical sales support team would  
 7 upload to the toolbox a new or updated classification  
 8 report or certification and would notify the sales team  
 9 via email of any such changes. Such emails were sent to  
 10 two mail distribution lists: 'RAF Liste Commercial  
 11 Interne' which includes all members of the Sales and  
 12 Marketing Department that are based in Merxheim  
 13 including those working in 'internal sales', 'outside  
 14 sales' and 'technical support' and 'RAF Liste Commercial  
 15 Externe' which includes all members of the Sales and  
 16 Marketing Department that are based outside of Merxheim  
 17 and either employed by AAP SAS or are its agents,  
 18 including for example, Deborah French and Vince Meakins.  
 19 For completeness, it should be noted that in my  
 20 experience the technical (research and development) team  
 21 may have a general awareness of tests being carried out  
 22 in the context of any product modifications and to the  
 23 extent that technical information is required by the  
 24 technical sales supports team as part of the testing it  
 25 arranges. I would also note that information may have

96

1 been presented to management on specific occasions,  
 2 for example, in relation to investment decisions in  
 3 respect of FR or A2 investment projects."  
 4 Now, we've heard some evidence about the toolbox  
 5 from Deborah French and Vince Meakins. Vince Meakins  
 6 told us that there was an early version of the toolbox  
 7 and one that came much later in, he thinks, 2018, and he  
 8 says that was the one, the later one was the toolbox  
 9 that salespeople could access directly.  
 10 My question is: is it right that there were at least  
 11 two versions of the toolbox?  
 12 A. (Interpreted): I can't confirm, but if that's what Vince  
 13 says, then I imagine he's probably right.  
 14 Q. Let's see if you can help us further.  
 15 When you refer to the online system referred to as  
 16 the toolbox, do you remember when that system was  
 17 established?  
 18 A. (Interpreted): No.  
 19 Q. Was there a time when the original toolbox system fell  
 20 out of use and wasn't used at all?  
 21 A. (Interpreted): I don't know.  
 22 Q. Do you remember when the version of the toolbox that  
 23 members of the salesforces could access was established?  
 24 A. (Interpreted): Well, no, not exactly, but in theory,  
 25 regarding that tool, it was on a server which was

97

1 a sort of commercial file and all the employees within  
 2 the commercial team could have access to it.  
 3 Q. Did you ever visit the toolbox?  
 4 A. (Interpreted): No.  
 5 Q. Did you ever have anything to do with establishing the  
 6 toolbox or deciding how it would work, what documents  
 7 would go in it or who had access to it?  
 8 A. (Interpreted): No, and I don't know really at what time  
 9 it was set up and which commercial director was in  
 10 charge then.  
 11 Q. What is the source of the statements that you make in  
 12 your statement about the toolbox that I've read to you?  
 13 A. (Interpreted): In fact it's when we started searching  
 14 for documents, doing research after Grenfell, that's  
 15 when I learned that that toolbox existed.  
 16 Q. Who told you —  
 17 A. (Interpreted): And at the time of Grenfell, I didn't  
 18 know.  
 19 Q. Who told you about the toolbox?  
 20 (Pause)  
 21 A. (Interpreted): I'm not certain, but it might well be  
 22 Claude Wehrle.  
 23 Q. So the statements that you have made in your witness  
 24 statement about the toolbox are not statements from your  
 25 own knowledge and you aren't able to tell me exactly

98

1 where you got that information from; is that correct?  
 2 A. (Interpreted): I mean, they're second-hand information,  
 3 if you like.  
 4 Q. Are you able to tell us from your own knowledge what  
 5 kinds of documents would normally be in the toolbox in  
 6 the period 2012 to 2016?  
 7 A. (Interpreted): Well, between the period 2012 to 2016  
 8 I couldn't necessarily give you a very detailed list,  
 9 but as to the type of documents, I think you would find  
 10 all the marketing documents, and updated, and also the  
 11 fire tests would be there.  
 12 Q. Is there a document or database which would identify on  
 13 any particular given date what documents could be found  
 14 historically in the toolbox?  
 15 A. (Interpreted): I don't know, you would have to ask the  
 16 IT specialist.  
 17 Q. Right.  
 18 To the best of your own knowledge — and if you  
 19 don't know, then tell me — was a salesperson such as  
 20 Debbie French able to access the toolbox and explore it  
 21 for themselves in the period 2012 to 2016?  
 22 A. (Interpreted): No.  
 23 Q. Do you know who was responsible for keeping the toolbox  
 24 up to date?  
 25 A. (Interpreted): I think there was the technical team and

99

1 also the marketing team.  
 2 Q. Is it your understanding — and again, if you don't know  
 3 from your own knowledge, please tell me — that each  
 4 time a new classification or certification or test was  
 5 uploaded to the toolbox, the technical sales support  
 6 team would email both of the group lists, RAF liste  
 7 externe and RAF liste interne?  
 8 A. (Interpreted): Well, I saw some of these emails in the  
 9 various lists of documents that went along with the  
 10 information connected to the various statements, and it  
 11 seems that this updating was automatic.  
 12 Q. Is that your interpretation of the evidence you've seen,  
 13 or is it your evidence of the facts at the time?  
 14 A. (Interpreted): I mean, we're not talking about facts.  
 15 I mean, I didn't check myself whether it had been done.  
 16 Q. Let's see what Mr Wehrle says. Can we please have his  
 17 witness statement, please, English page 34  
 18 {MET00053190/34}, French page 7 {MET00048329/7},  
 19 paragraph 116.  
 20 Now, I don't want to show you the whole paragraph,  
 21 just one part of it, where he says, and it's four lines  
 22 down in the English:  
 23 "When a new or updated classification report ..."  
 24 In the French, I think it's six lines down,  
 25 "Lorsqu'un PV".

100

1 A. (Interpreted): I can see it, thank you.  
 2 Q. I'm going to read in the English, you read the French,  
 3 please:  
 4 "When a new or updated classification report or  
 5 certification is obtained by myself or others within my  
 6 team, it would be added to the 'Toolbox' by that team  
 7 and sometimes an e-mail would be sent to the Sales and  
 8 Marketing Department email distribution list (referred  
 9 to as 'RAF Liste Interne' and 'RAF Liste Externe')  
 10 confirming that changes had been made to the Toolbox or  
 11 that new classification reports had been obtained."  
 12 Now, I want to know about the word "sometimes".  
 13 THE INTERPRETER: This is "in general".  
 14 MR MILLETT: Right.  
 15 "In general", then. What was the true position,  
 16 Mr Schmidt: would emails always be sent, or only  
 17 generally but sometimes not?  
 18 A. (Interpreted): I mean, I've got no specific answer, but  
 19 when you read that word, which in French means  
 20 "generally", it means most of the time but there may be  
 21 cases when it doesn't happen. That's how I understand  
 22 it.  
 23 Q. Who would decide when something should be sent in  
 24 accordance with the general policy and when something  
 25 shouldn't?

101

1 A. (Interpreted): I don't know.  
 2 Q. Did you yourself personally receive emails as part of  
 3 the RAF liste commercial interne or RAF liste commercial  
 4 externe?  
 5 A. (Interpreted): No.  
 6 Q. How would the recipients of emails within those lists  
 7 know that any addition to the toolbox, new  
 8 certification, new test data, was relevant to them?  
 9 A. (Interpreted): I would imagine that in the mail it was  
 10 described in more detail.  
 11 Q. That's your imagining it, that's your inference or  
 12 speculation?  
 13 A. (Interpreted): Yes.  
 14 Q. You know or you don't know?  
 15 A. (Interpreted): No, that's a supposition.  
 16 Q. Would you have expected Deborah French, as a salesperson  
 17 working in England and Wales, to have appreciated that  
 18 the European classification updates were relevant to her  
 19 work?  
 20 (Pause)  
 21 A. (Interpreted): It's a difficult question. It's  
 22 difficult to answer because I don't know whether the  
 23 regulation in England relied on European test or whether  
 24 the English regulation had its own regime of tests.  
 25 Q. Well, can we agree on this, Mr Schmidt: that if the

102

1 European classification regime was irrelevant to the  
 2 United Kingdom, the BBA certificate would not have  
 3 referred to it?  
 4 A. (Interpreted): Well, no, I don't think so, because after  
 5 the fire I checked various products and BBA certificates  
 6 from competitors, and in some of them there was  
 7 absolutely no reference to the European legislation, or  
 8 to the European test. The European tests were not  
 9 mentioned in their certificates.  
 10 Q. But would you agree, Mr Schmidt, that where the European  
 11 class B had been obtained, as it had for rivet at the  
 12 time, and that European classification was being used as  
 13 the basis of a statement that the product could be  
 14 regarded as having class 0 national standard, the  
 15 European classification was highly relevant?  
 16 (Pause)  
 17 A. (Interpreted): Yes, I do understand, at least.  
 18 Q. Do you agree?  
 19 A. (Interpreted): Yes, I mean, I did see the  
 20 BBA certificate, which does mention the European  
 21 certification, and then in paragraph 6.2 or 6.3, I don't  
 22 remember, it's deducted — concluded that it has  
 23 a class 0.  
 24 Q. Thank you.  
 25 So my question, coming back to it, is: assume with

103

1 me for the moment that the European classification  
 2 regime applies in the United Kingdom, in parallel, if  
 3 you like, with the national classification; would you  
 4 have expected Deborah French to have appreciated that  
 5 any update in relation to European classifications of  
 6 her product, Reynobond 55, was relevant to her job?  
 7 A. (Interpreted): Yes.  
 8 Q. Thank you.  
 9 Now, Deborah French described Arconic's approach to  
 10 European classifications and updates to such  
 11 classifications in respect of products like Reynobond  
 12 55 PE as "very secret". Her expression was that Arconic  
 13 was "very secret over stuff like that".  
 14 For our record, and to be fair to you, I'm quoting  
 15 from the transcript of a meeting she had after the fire  
 16 in 2017 at {MET00040858/2}, around the middle of the  
 17 page. That's for the transcript. Perhaps it should be  
 18 translated so you can understand what I've said.  
 19 (Pause for translation)  
 20 My question for you, Mr Schmidt, is: was Arconic's  
 21 general approach as Ms Deborah French describes it,  
 22 namely that it was very secretive and didn't always tell  
 23 its sales teams about the test results?  
 24 A. (Interpreted): Yes, I mean, I can't say in detail  
 25 because I don't know, but this is more or less how I see

104

1 things. I mean, when Claude Wehrle realised that the  
 2 fire tests that were carried out in 2011 were not at the  
 3 expected level, the results were not what we were  
 4 expecting, there were communications that were made in  
 5 later years, and I also saw in one document that there  
 6 is a mail that was sent in 2014 to Taylor Maxwell, and  
 7 I'm not sure exactly in which document it was, but it's  
 8 information about that sort of thing.  
 9 Q. Right.  
 10 Do you agree that Arconic's approach was secretive  
 11 in the way Ms French described?  
 12 A. (Interpreted): No.  
 13 Q. Let me show you the transcript of her evidence about  
 14 this discussion she had with Mr Simmons, it was, in  
 15 June 2017. This is {Day89/37:20}.  
 16 I'm going to read the question and then,  
 17 Madam Translator, if you would translate the question  
 18 into French, and then I will go to the answer, and we'll  
 19 do the same.  
 20 "[They] are very secret over stuff like that.'  
 21 "Do I understand correctly that Arconic did not  
 22 share information with you about, for example, testing  
 23 programmes?  
 24 "Answer: Not until it was necessary for it to be  
 25 published, no.

105

1 "Question: Right. When you say not until it was  
 2 necessary to be published, what would dictate whether it  
 3 was necessary to be published?  
 4 "Answer: I guess when they needed to update  
 5 certificates.  
 6 "Question: Am I right in thinking that Arconic did  
 7 not share information with you about the fire  
 8 performance of Reynobond?  
 9 "Answer: They would have shared with me various —  
 10 the certificates once anything has been — testing had  
 11 been done and was — certificates need to be published,  
 12 that's when they would send them to us."  
 13 Just pausing there, I'm going to ask you the  
 14 question, Mr Schmidt: is Ms French correct that Arconic  
 15 would only send updated certificates to the salesforces  
 16 once the certificates needed to be published but not  
 17 before that?  
 18 A. (Interpreted): I don't know, and I couldn't answer your  
 19 question.  
 20 Q. Right. Well, I was going to show you, just for  
 21 completeness, the next question and answer. Question at  
 22 line 11 {Day89/38:11}.  
 23 "Question: What was it that you were referring to  
 24 here in this conversation when you said, '[They] are  
 25 very secret over stuff like that'? What's the 'that'?

106

1 "Answer: I think it was referring to the change in  
 2 core. They wouldn't want the market to know that they  
 3 were looking at a different — bringing out a new  
 4 product or a different core or a new development until  
 5 they were ready to do it."  
 6 A. (Interpreted): That projects a different light on this  
 7 for me.  
 8 Q. What light does it project on it?  
 9 A. (Interpreted): It's linked to all the FR products or FR  
 10 cores that we carried out over the years, and for some  
 11 of them, as long as a product hadn't passed the  
 12 fire tests nor the qualification tests, then no  
 13 information was given to the salesforce.  
 14 Q. If a new or updated fire test or fire classification for  
 15 a product had been received by Arconic, would you expect  
 16 the salesforce in the relevant territory for that  
 17 product to be told straightaway about that new test or  
 18 classification?  
 19 A. (Interpreted): Yes.  
 20 Q. Does it follow that if there was no certificate  
 21 published, such as for test 5B, but test 5B was just  
 22 simply treated as a rogue, any salesperson would have no  
 23 means of finding out about that test result?  
 24 A. (Interpreted): Probably in 2005, yes, I don't think that  
 25 the sales team was organised to that extent.

107

1 Q. What about in the years between 2007 and 2017, the year  
 2 you started as managing director and the year of the  
 3 fire, that period?  
 4 A. (Interpreted): Well, I think, once again, from  
 5 2013/2014, that information circulated and was available  
 6 for the teams.  
 7 Q. One more question before I ask the Chairman to break:  
 8 have you seen any material at all, either at the time or  
 9 in your preparation to give evidence today, which  
 10 suggests that any member of the UK sales team was told  
 11 of the existence of test 5B?  
 12 A. (Interpreted): No, I don't have the information to say  
 13 so.  
 14 MR MILLETT: Mr Chairman, that's a convenient moment. I'm  
 15 sorry I have gone over by five minutes.  
 16 SIR MARTIN MOORE-BICK: I think that would be a good point  
 17 to stop.  
 18 We have overrun a little bit, Mr Schmidt, I'm sorry  
 19 about that, but we'll break now and we'll resume,  
 20 please, at 10 o'clock UK time tomorrow morning. Please  
 21 don't talk to anyone about your evidence over the break,  
 22 and we'll look forward to seeing you tomorrow.  
 23 Goodnight.  
 24 THE WITNESS: (Interpreted): Have a good evening.  
 25 SIR MARTIN MOORE-BICK: Thank you. 10 o'clock, please.

108

1 (4.35 pm)  
2 (The hearing adjourned until 10 am  
3 on Thursday, 18 February 2021)  
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12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

109

1	INDEX	
2		PAGE
3	MR CLAUDE SCHMIDT (continued) .....	1
4		
5	Questions from COUNSEL TO THE INQUIRY .....	3
6	(continued)	
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

110

111

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68:15 76:19 84:21 <b>compare</b> (1) 39:14 <b>competent</b> (4) 86:5,25 88:7,12 <b>competitors</b> (2) 47:3 103:6 <b>complete</b> (1) 33:4 <b>completely</b> (1) 44:13 <b>completeness</b> (4) 49:17 51:8 96:19 106:21 <b>complex</b> (1) 69:2 <b>complied</b> (2) 29:9 85:1 <b>comply</b> (1) 84:19 <b>component</b> (1) 85:7 <b>comportement</b> (2) 54:21,22 <b>composite</b> (4) 3:23 11:12 23:3 54:7 <b>composition</b> (3) 25:11,13,17 <b>comprise</b> (1) 56:5 <b>concealed</b> (1) 47:17 <b>concealing</b> (1) 17:4 <b>concealment</b> (3) 45:16 46:4,7 <b>conceals</b> (1) 75:9 <b>concerned</b> (2) 44:6 85:4 <b>concerning</b> (2) 26:5 68:22 <b>concluded</b> (1) 103:22 <b>conclusion</b> (1) 61:9 <b>conditions</b> (7) 5:2 24:5,11,21 33:24 34:8 78:9 <b>condones</b> (1) 46:8 <b>conduct</b> (2) 28:22 46:7 <b>conducted</b> (2) 32:2 36:23 <b>confidence</b> (1) 28:20 <b>confirm</b> (14) 2:6,7,9,11,14 38:3 48:9 69:7 73:7 79:3 80:9 91:10 92:2 97:12 <b>confirmation</b> (5) 33:16 53:25 54:5 67:9,11 <b>confirmed</b> (3) 33:17 61:15 80:5 <b>confirming</b> (2) 2:4 101:10 <b>confirms</b> (1) 33:15 <b>confused</b> (1) 88:17 <b>confusion</b> (1) 86:4 <b>connected</b> (1) 100:10 <b>consequence</b> (1) 60:22 <b>consider</b> (3) 49:13 84:21 85:6 <b>consideration</b> (1) 17:2 <b>considered</b> (5) 21:5 36:21 76:25 77:3 84:17 <b>consistent</b> (1) 39:7 <b>consisting</b> (1) 3:23 <b>construction</b> (4) 10:15 83:25 85:11 86:6 <b>constructive</b> (1) 77:1 <b>contact</b> (1) 40:14 <b>contained</b> (1) 13:5 <b>content</b> (5) 63:2,4 70:17,25 91:19 <b>context</b> (2) 50:20 96:22 <b>continue</b> (6) 1:8 3:1 59:24 68:21 72:23 89:18 <b>continued</b> (4) 1:21 3:3 110:3,6 <b>contract</b> (18) 17:24,24 18:14 19:4 20:23 22:8 24:11,21 27:3,5,17 28:15 33:24 34:8 35:21 38:22 39:7,9 <b>contractors</b> (1) 91:11 <b>contracts</b> (1) 28:12 <b>contractual</b> (4) 28:17 29:6 40:11,24 <b>control</b> (1) 25:12 <b>convenient</b> (3) 29:17 79:24 108:14 <b>conversation</b> (3) 72:12,18 106:24 <b>copied</b> (2) 65:2 68:4 <b>copy</b> (4) 49:1 64:11 68:7 69:8 <b>core</b> (30) 3:25 5:20,20,23,23 6:2,2,10 11:14 12:17,17,21 13:2,12,23 31:2,24 41:2,11 56:6 57:20 58:19 79:7 81:9,14,17,23 82:3 107:2,4	<b>cores</b> (2) 11:18 107:10 <b>correct</b> (5) 49:14 63:10 72:5 99:1 106:14 <b>corrected</b> (1) 48:15 <b>correctly</b> (1) 105:21 <b>correspond</b> (1) 13:7 <b>correspondence</b> (2) 63:19,19 cost (1) 68:15 <b>couldnt</b> (5) 43:16 73:5 95:13 99:8 106:18 <b>counsel</b> (2) 3:3 110:5 <b>counterfold</b> (1) 81:13 <b>countries</b> (7) 28:16 43:8,8,11 90:4 92:4,13 <b>course</b> (5) 42:17,18 48:16 50:21 94:17 <b>cover</b> (1) 9:22 <b>covered</b> (5) 62:2 74:9 75:4 77:23 78:11 <b>cr</b> (3) 19:9 23:22 24:8 <b>create</b> (1) 81:3 <b>created</b> (1) 48:6 <b>creates</b> (1) 82:16 <b>crossed</b> (1) 23:4 <b>crucial</b> (5) 50:1 51:17 52:6,7,11 <b>csfb</b> (5) 4:8 33:11 35:16,20 36:19 <b>current</b> (2) 21:5,6 <b>curtain</b> (1) 10:14 <b>customers</b> (1) 15:23 <b>cut</b> (1) 81:3	<b>deliberate</b> (4) 45:15,19 46:5 76:10 <b>deliberately</b> (1) 72:20 <b>delivered</b> (2) 92:5,14 <b>delivery</b> (1) 49:8 <b>demand</b> (1) 45:2 <b>department</b> (3) 96:12,16 101:8 <b>depend</b> (2) 52:2 91:19 <b>dependent</b> (1) 7:21 <b>describe</b> (2) 11:10 90:15 <b>described</b> (5) 33:7 91:24 102:10 104:9 105:11 <b>describes</b> (2) 45:9 104:21 <b>description</b> (7) 3:22 10:12,17 11:16 56:3 63:12 65:5 <b>design</b> (2) 84:3 85:1 <b>designations</b> (1) 61:14 <b>designer</b> (1) 85:11 <b>designers</b> (3) 84:2 86:6 90:5 <b>desire</b> (2) 17:9,13 <b>detail</b> (10) 10:4 28:9,12 63:4,10 70:17,25 82:8 102:10 104:24 <b>detailed</b> (2) 70:11 99:8 <b>details</b> (6) 25:16 26:8 28:17 63:13 70:9 84:4 <b>determined</b> (3) 61:25 77:21 78:10 <b>development</b> (2) 96:20 107:4 <b>developments</b> (1) 21:6 <b>device</b> (1) 2:13 <b>diagram</b> (3) 42:13,19 81:2 <b>diagrams</b> (4) 56:20 81:12,13,22 <b>dictate</b> (1) 106:2 <b>didn't</b> (13) 14:19 18:22,25 20:18 40:3 46:13 47:10 50:15 72:21 93:15 98:17 100:15 104:22 <b>difference</b> (8) 6:11 42:1 47:18 51:20 52:7 82:11,13 87:20 <b>differences</b> (2) 17:5,5 <b>different</b> (17) 6:18 11:17,18 21:15 34:25 65:9 78:17,17 82:19 86:3 89:20 90:4 91:15 92:16 107:3,4,6 <b>differentiating</b> (1) 79:21 <b>differently</b> (4) 35:13,25 41:3,11 <b>difficult</b> (4) 40:1 82:7 102:21,22 <b>difficulty</b> (1) 17:10 <b>diligent</b> (1) 8:24 <b>dimension</b> (1) 43:21 <b>dimensions</b> (1) 65:15 <b>direct</b> (1) 5:25 <b>directly</b> (2) 29:11 97:9 <b>director</b> (15) 5:10 9:4 17:23 19:10,15,18,23,25 21:18 46:2 48:8 76:13 90:3 98:9 108:2 <b>directorial</b> (1) 19:7 <b>disastrously</b> (2) 16:7 45:18 <b>disclose</b> (2) 25:8 28:2 <b>disclosure</b> (1) 19:2 <b>discover</b> (2) 40:8,22 <b>discovered</b> (2) 41:23 42:7 <b>discussed</b> (1) 71:10 <b>discussing</b> (1) 71:19 <b>discussion</b> (3) 14:24 45:4 105:14 <b>discussions</b> (2) 20:10 68:22 <b>dishonest</b> (1) 76:10 <b>disjointed</b> (1) 37:6 <b>distinction</b> (3) 17:15 73:21 79:17 <b>distribution</b> (2) 96:10 101:8 <b>document</b> (72) 5:9 6:13 9:16,23 10:1 12:20 13:15,17,20,22 14:2,3 18:4,7,9,11,13,13 19:8 22:6 26:12 27:9 36:21 38:21 42:11,14,15,16,19 43:2,19 44:1,19,20 45:2	48:15 51:2,25 55:11 60:16,17,24 61:17 63:23 64:4 66:17 69:15 70:4 74:21 76:13,15 77:7 79:22 80:1,6,7,10,16,24,24 81:5,17 82:9,15 93:8,21 94:2,8,10 99:12 105:5,7 <b>documentation</b> (2) 19:2 28:15 <b>documents</b> (23) 2:8 18:21 20:20 21:8,11 32:2,7 35:4 69:2,17 93:11,12,19 94:3,11,12 98:6,14 99:5,9,10,13 100:9 <b>does</b> (14) 7:21 12:25 17:4,14 39:6 51:23 73:25 81:25 85:20 22 90:23 103:20 107:8,20 <b>doesn't</b> (4) 52:10 79:14 85:20 101:21 <b>doing</b> (2) 18:16 98:14 <b>done</b> (7) 14:2 36:25 38:16 39:6,13 100:15 106:11 <b>dont</b> (81) 5:11,17,24 6:14,17 8:4 12:8 14:1 17:7,8,12 18:6 20:24,24 21:4,10,10 23:12,13 27:20 31:11 35:15 36:1 37:7,18 40:2,4 42:4,5,15,16 43:5 45:12,12 48:2,3,4 51:22 53:9,9 55:15,16 61:8,20 63:12 71:16 72:19,21 73:6 77:5 79:1 80:15,23 82:7,12 83:7 85:20 86:2,12 87:6,10 92:25 94:7,8,9 97:21 98:8 99:15,19 100:2,20 102:1,14,22 103:4,21 104:25 106:18 107:24 108:12,21 <b>door</b> (1) 62:9 <b>double</b> (1) 22:3 <b>doubt</b> (3) 36:24 38:14 46:24 <b>down</b> (16) 22:14,25 42:22 49:3,3 54:11,15,18 64:7 69:14,23 83:11,18 84:12 100:22,24 <b>draft</b> (13) 48:7 49:1,16 51:7 64:13,16 68:8,10,14,17,19 69:18,18 <b>drafting</b> (2) 70:11 72:25 <b>draw</b> (2) 17:15 73:21 <b>drawings</b> (1) 11:15 <b>drawn</b> (2) 14:3 61:9 <b>drawnout</b> (1) 37:7 <b>droplets</b> (1) 4:15 <b>duragloss</b> (10) 4:3 56:10 57:10,15 58:4 65:6,8 86:18,21 88:4 <b>during</b> (8) 2:17 20:3 41:23 42:7 46:14 68:13 72:18 88:18	<b>employed</b> (1) 96:17 <b>employee</b> (3) 91:20 93:9,22 <b>employees</b> (3) 91:14,17 98:1 <b>en</b> (9) 3:15 31:21,24 57:12,17 78:15 86:20,24 88:6 <b>en135011</b> (1) 33:11 <b>enclose</b> (2) 64:11 69:7 <b>enclosed</b> (2) 66:17 68:7 <b>end</b> (7) 5:2 7:25 20:5 21:20 28:10 39:16 50:23 <b>engineers</b> (1) 84:1 <b>england</b> (8) 42:20 55:2 60:25 61:16 92:8,24 102:17,23 <b>english</b> (79) 3:12 6:22 7:2 9:20 10:5 11:6,20 12:2 14:10 15:12 16:24 17:25 18:2 24:2,7 25:1,7 26:1,25 28:4,8,11 32:16,20 36:7,10,14 38:11 42:10 44:7 51:24 52:20 53:5 54:19,24 55:12,13,19,22 56:15,20 57:3,7,7 58:9 60:20 61:22 62:22 63:15 64:4,22 66:7 67:3 68:1 69:25 71:4 74:14,15,25 78:1,4 80:18 82:24 83:4,5,12,21 84:13 86:14 91:5,9 95:17,21,22 100:17,22 101:2 102:24 <b>enlarge</b> (1) 26:16 <b>enough</b> (2) 63:15 73:7 <b>ensure</b> (2) 1:11 76:18 <b>enter</b> (1) 68:22 <b>entered</b> (2) 20:22 27:3 <b>entirety</b> (2) 80:23 87:11 <b>entry</b> (1) 19:4 <b>errors</b> (4) 49:20 51:11 73:14 75:17 <b>essential</b> (1) 62:6 <b>essentially</b> (1) 87:15 <b>established</b> (4) 35:1 76:23 97:17,23 <b>establishing</b> (1) 98:5 <b>etc</b> (1) 15:7 <b>euro</b> (1) 44:22 <b>euroclass</b> (8) 72:6 73:17 74:1,9 75:4 76:6 86:9 87:4 <b>europe</b> (1) 43:7 <b>european</b> (25) 3:8,15 16:8 35:7 43:8,25 44:13 45:1 47:4 57:13 71:14 72:1 102:18,23 103:1,7,8,8,10,12,15,20 104:1,5,10 <b>even</b> (6) 18:22 20:2 46:8 52:1 86:5,25 <b>evening</b> (1) 108:24 <b>eventually</b> (1) 41:5 <b>ever</b> (8) 5:12 9:23 18:7 33:18 42:16 80:10 98:3,5 <b>every</b> (2) 28:20 63:9 <b>everybody</b> (2) 11:1 95:2 <b>everyone</b> (6) 1:3,7,24 30:8 59:23 89:9 <b>everything</b> (1) 1:13 <b>evidence</b> (26) 1:9,22 2:1,5 13:11,23 30:1,2,9 31:4,8 34:19,23 35:18 59:17,24 82:20 85:9 87:9 89:4 97:4 100:12,13 105:13 108:9,21 <b>exactly</b> (6) 40:4 84:22 85:17 97:24 98:25 105:7 <b>examine</b> (1) 32:13 <b>example</b> (6) 69:22 91:20 92:8 96:18 97:2 105:22 <b>exchange</b> (2) 29:24 46:12 <b>exchanged</b> (1) 39:1 <b>exchanges</b> (1) 73:12 <b>excuse</b> (1) 17:4 <b>executive</b> (1) 68:10 <b>exercise</b> (1) 69:1 <b>exhibit</b> (3) 63:20,21 67:23 <b>exhibited</b> (3) 9:19 33:18 81:19 <b>exhibits</b> (1) 48:13	<b>exist</b> (1) 94:14 <b>existed</b> (1) 98:15 <b>existence</b> (9) 8:11 34:20 35:11 40:9,23 41:25 47:17 85:14 108:11 <b>exists</b> (1) 93:21 <b>expect</b> (2) 95:9 107:15 <b>expected</b> (6) 49:19 51:10 73:13 102:16 104:4 105:3 <b>expecting</b> (1) 105:4 <b>experience</b> (4) 38:23 39:15 90:23 96:20 <b>expire</b> (1) 27:2 <b>expiry</b> (4) 27:1,2,5,11 <b>explain</b> (20) 12:23,25 17:14,18,19 23:6 39:23 52:5 70:22 72:4 73:16,20,25 75:15,21,25 82:9,14 92:12 94:12 <b>explained</b> (2) 12:12 35:22 <b>explaining</b> (1) 42:17 <b>explains</b> (3) 12:13 78:14 81:2 <b>explanation</b> (1) 16:18 <b>explore</b> (1) 99:20 <b>expose</b> (2) 81:22 82:3 <b>exposed</b> (3) 41:19 56:11 65:8 <b>exposes</b> (2) 81:9 82:17 <b>exposing</b> (1) 82:15 <b>exposure</b> (2) 65:9 81:14 <b>express</b> (2) 21:23 40:2 <b>expressed</b> (1) 50:10 <b>expression</b> (1) 104:12 <b>expressly</b> (1) 75:16 <b>extended</b> (1) 27:7 <b>extension</b> (1) 27:15 <b>extent</b> (3) 63:1 96:23 107:25 <b>external</b> (3) 54:8 91:14 93:1 <b>externe</b> (4) 96:15 100:7 101:9 102:4 <b>extract</b> (1) 42:10 <b>extremely</b> (3) 44:16,24 82:5 <b>eyes</b> (1) 25:21	<b>find</b> (13) 50:1 51:17 54:20 58:22 59:3 66:11,17 67:15 68:7 79:5 80:17 83:15 99:9 <b>finding</b> (1) 107:23 <b>fine</b> (2) 54:17 66:24 <b>finish</b> (4) 57:15 58:4,12 86:22 <b>finished</b> (1) 21:19 <b>finishing</b> (1) 4:3 <b>fire</b> (94) 3:8,14 4:13 10:18,18,20 11:19,24,25 12:20 13:1 16:13 17:5,5,15 33:5,19 34:24,25 35:7,13 36:17 39:22 40:19 41:3,12 42:1 45:18 46:18,25 47:18 53:13 54:19,23 55:1 57:5,11,14,16 58:3,11,13 60:18 61:24 62:8 63:3 65:21 70:16,24 71:11,12,14,14,20,21 72:7,13,13 73:3,22,22 77:20 78:6 79:8,13,15,18,18 81:19,23 82:17 84:20 85:3,25 86:19,20,22 87:13,18,20,21 88:5,18 91:13 95:25 99:11 103:5 104:15 105:2 106:7 107:12,14,14 108:3 <b>fireretardant</b> (1) 56:13 <b>first</b> (24) 1:11 3:16 6:24 9:5 15:15 27:21 29:4 40:3 42:18 46:11 48:24 52:23 53:4,11,15 57:18 63:6 64:8,22 70:3 77:15 80:7,12 89:10 <b>five</b> (2) 3:19 108:15 <b>fix</b> (1) 15:24 <b>fixing</b> (2) 56:23 78:13 <b>flame</b> (1) 58:16 <b>flaming</b> (1) 4:15 <b>flammability</b> (1) 51:23 <b>flanged</b> (1) 56:8 <b>focus</b> (5) 25:21 28:1 32:23 38:12 91:21 <b>fold</b> (1) 81:12 <b>follow</b> (6) 11:11 15:9,12 25:6 34:15 107:20 <b>followed</b> (1) 76:24 <b>following</b> (3) 4:22 5:1 49:5 <b>followup</b> (1) 93:8 <b>foot</b> (2) 26:22,24 <b>force</b> (1) 42:12 <b>foregoing</b> (2) 25:10 26:8 <b>forget</b> (1) 70:19 <b>forgive</b> (2) 77:9 88:10 <b>form</b> (23) 9:7,18 12:10,15,25 13:4 15:24,25 16:2 21:8 22:23 31:22 39:12 44:11,17 45:1 47:15 65:20 73:18,18 74:2,2 84:25 <b>formal</b> (5) 18:17 20:2,23 68:11,13 <b>formally</b> (1) 69:7 <b>format</b> (2) 44:4,5 <b>forming</b> (3) 19:1 42:11,19 <b>forms</b> (2) 16:6 91:15 <b>formulated</b> (1) 75:6 <b>forward</b> (1) 108:22 <b>found</b> (4) 34:23 41:22 42:6 99:13 <b>four</b> (1) 100:21 <b>fourth</b> (1) 49:3 <b>fr</b> (24) 3:9,17 5:20,23 6:2,5 10:23 11:18 12:1,17,21 13:2 31:2,24 36:18 58:5,19 65:22 66:18 81:18 82:12 97:3 107:9,9 <b>france</b> (2) 78:24 91:21 <b>french</b> (101) 3:10,13 6:23 7:1 8:1 9:20 10:6 11:3,7,11,21 12:3 14:11 15:9,12 18:1,3 24:3,7 25:6 26:2,17,25 28:5 32:17,21 33:7 36:8,10,11,13 38:2,4 48:15 52:17,21 53:2,4
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Opus 2  
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met00053158p1635 (1) 64:20 met0005318715 (1) 95:18 met0005318729 (1) 82:24 met0005319016 (2) 36:8 62:23 met0005319017 (2) 28:4 78:1 met0005319022 (1) 6:22 met0005319034 (1) 100:18 met0005319036 (1) 91:5 met0005319046 (1) 14:11 met0005319048 (1) 32:16 metal (2) 4:1 5:4 metallic (1) 58:12 method (4) 25:12,17 78:12 82:4 methodologies (1) 82:2 microns (1) 4:3 microphone (1) 37:8 middle (2) 58:23 104:16 might (5) 8:17 41:5,13 82:4 98:21 millett (39) 2:25 3:2,4 15:11 29:3,16 30:17,19,20 34:5 37:4,12,16,20 41:9 50:11,17,21 58:22 59:2,8,11 60:12,13 65:1 66:3,6 69:13 83:9,15,21 88:12,22 89:1,19 90:12,19 101:14 108:14 millimetres (5) 6:9,10,14,15,17 mind (3) 62:13,16 94:9 minimum (3) 5:7 6:14 49:7 minutes (1) 108:15 misleading (7) 16:14 46:20 74:5,7 75:2,9 76:20 missed (1) 92:19 missing (4) 41:25 49:10 51:5 95:3 mm (3) 5:7 11:18 56:5 mobile (1) 2:11 mock (1) 78:9 modifications (1) 96:22 moment (6) 2:2 29:17 37:14 90:11 104:1 108:14 monday (3) 9:25 18:8 48:20 month (2) 20:5 65:23 months (2) 17:22 22:3 moorebick (34) 1:3,8,16,25 2:7,10,15,21,24 29:20 30:8,12,16 34:3 37:4,14,19 50:17 59:2,10,12,23 60:4,8,11 83:18 88:25 89:9,14,17 90:11,18 108:16,25 more (10) 13:21 24:20 30:18 47:25 52:24 87:24 93:10 102:10 104:25 108:7 morning (12) 1:3,6,7,23,25 2:17 3:4,5,7 43:17 108:20 most (3) 86:5,25 101:20 move (1) 77:14 ms (10) 1:5,6,14 30:11 60:2 89:13 92:22 104:21 105:11 106:14 much (15) 1:16 2:15 3:12 30:12 40:19 45:20 47:25 52:20 59:19 60:4,11 67:6 89:14,19 97:7 must (1) 46:14 mustnt (1) 70:19 mutually (1) 25:18 myself (5) 28:14 40:13 58:22 100:15 101:5 N name (2) 10:9 19:19 namely (4) 16:7,19 45:17 104:22 national (4) 43:24 62:5 103:14 104:3 naturally (1) 29:18 nature (1) 23:2	necessarily (5) 77:1 88:20 90:25 93:5 99:8 necessary (12) 1:13 7:23 11:3 20:18 36:24 38:15 39:5 77:13 92:6 105:24 106:2,3 need (8) 1:11 2:18 16:24 58:25 61:21 90:20 92:25 106:11 needed (3) 33:4 106:4,16 neither (2) 75:7 84:25 never (9) 5:14 10:1 18:11 20:14 41:21 42:24 47:3 55:13 85:6 next (8) 1:17 24:14 56:18 57:7 66:6,21 83:18 106:21 nf (1) 3:15 nicolas (1) 28:14 nobody (1) 43:4 none (1) 31:12 nor (2) 84:8 107:12 norm (1) 16:8 normal (3) 21:6 69:4 95:8 normally (2) 90:15 99:5 northern (2) 61:2,20 note (2) 13:9 96:25 noted (1) 96:19 notify (2) 26:3 96:8 noting (1) 33:1 notation (1) 41:18 november (10) 14:14,24 64:6 65:2 66:8,22 67:5,21 70:9 72:17 number (13) 3:15 17:22 22:3,9 27:18 32:12 33:12 59:6 67:13 75:16 78:20 84:3 96:1 numerous (2) 28:16 46:15 O obligation (1) 29:12 obligations (5) 25:1 29:6,9 40:11,24 obligatory (1) 94:25 oblighed (1) 34:15 obtain (3) 6:19 25:15 88:21 obtained (12) 7:4,7 35:25 76:6 87:12,14 88:9,14,19 101:5,11 103:11 obtaining (1) 21:2 occasions (2) 69:3 97:1 occupying (1) 76:19 occurs (1) 91:15 oclock (4) 59:15,19 108:20,25 october (4) 3:18 4:8 48:7,20 officially (1) 21:19 officials (1) 4:8 ok (1) 33:16 okay (15) 15:11 19:12 23:17 38:11 41:17 44:7 53:13 66:4 74:19 77:6 78:3 79:17 80:10 90:16 94:18 omission (1) 74:4 omissions (4) 49:20 51:11 73:14 75:17 onboarding (1) 91:17 once (12) 5:10 17:9 38:25 39:14 47:23 51:22 69:6 72:20 94:22 106:10,16 108:4 ones (1) 10:22 ongoing (1) 28:21 online (5) 1:12,14 10:1 96:5 97:15 opening (1) 81:14 openings (1) 62:10 operator (1) 4:10 opinion (1) 70:20 opportunities (1) 75:16 opportunity (1) 77:3 opposed (3) 42:2 78:9 82:20 order (4) 7:7 28:19 33:4 81:3 organised (2) 28:15 107:25 original (1) 97:19	osman (3) 64:5 65:1 68:4 osmans (1) 69:16 others (2) 68:4 101:5 ought (1) 74:16 oui (3) 10:11 19:13 24:13 outcome (1) 78:16 outside (5) 9:12 65:9 93:1 96:13,16 over (20) 17:22 19:25 22:3,4,5 28:13 36:11 43:7,21 53:2 54:8 59:17 89:4 95:21 104:13 105:20 106:25 107:10 108:15,21 overall (1) 17:3 overrun (1) 108:18 overseas (1) 7:6 own (7) 35:4 39:14 98:25 99:4,18 100:3 102:24 P p2391 (1) 33:18 package (1) 20:19 paid (2) 27:4 62:7 pairstaking (1) 8:21 paints (1) 93:7 panel (8) 1:5 3:5,23 11:12 33:6 36:17 18 37:25 panels (18) 17:4 23:5,7,14 33:3 53:17 54:1,6,7 55:1,5 56:5,7,22 64:9 82:17 84:16,18 paper (1) 21:8 paragraph (57) 4:11 6:22,23,25 10:16 14:11,12,13 15:13 26:15 28:5,6,8,10,10 32:17,18,22,23,25 36:9 37:22 38:3,13 42:23 48:24 49:3 51:4 58:2,9 62:24,25 70:15 74:24 75:1 76:4 78:2,3,6 79:12 82:23 83:1,6,8,9 84:10,13 86:13,16 87:25 88:2 91:7 95:19,20 100:19,20 103:21 paragraphs (2) 33:10 50:15 parallel (2) 9:12 104:2 parameters (1) 4:23 part (20) 10:18,19 12:15 19:1 21:5 36:15 42:11,19 43:22 47:7 48:13 64:3 74:12 82:25 84:18 91:17 95:8 96:24 100:21 102:2 particular (12) 7:13,19 43:13 61:15 62:7 73:21 78:15 84:6 91:19 92:1 94:5 99:13 108:20,25 particulars (4) 25:8,10 26:4 29:13 parties (2) 26:4 85:5 parts (1) 48:22 passed (3) 13:12,24 107:11 path (1) 93:17 pathways (1) 62:7 pause (23) 15:8 16:15,22 29:1 32:8 38:10 50:8,24 55:8 58:6 64:2 66:5 67:19 69:12 70:8 80:22 83:17 85:15 87:22 98:20 102:20 103:16 104:19 pausing (4) 49:14 58:18 61:7 106:13 pe (53) 5:19,23 6:2,10 11:18 12:17 13:12,23 16:3 31:6,21 32:4 33:6 34:25 35:6,12 36:17 39:12 41:2,11 43:1 44:11,18 45:1,18 46:19,25 47:11 57:20,24 73:18,23 74:1,9 75:3,11,19 76:5 78:14 79:7 81:9,14,17,20 82:3,12,15 84:8,17 85:21 86:8 87:3 104:12 pecore (1) 13:5 penultimate (1) 11:23 people (10) 21:14,16,21 22:1 23:16 46:11 52:10 93:7	95:3 96:1 perfect (3) 77:1,2 80:2 perfectly (2) 37:15 43:9 perform (1) 5:20 performance (21) 10:17 12:20 13:2 17:5,15 34:24,25 42:1 46:18,25 47:18 61:24 73:22,22 77:20 78:7,8 91:12,13 95:25 106:8 performances (1) 61:13 performed (7) 6:5 16:7,12 35:12 41:3,11 45:18 perhaps (2) 94:22 104:17 period (7) 21:18 39:3 46:14 99:6,7,21 108:3 person (3) 40:13,18 94:1 personally (1) 102:2 personnel (1) 93:20 persuaded (1) 59:10 pertaining (1) 32:7 phone (1) 2:11 physical (1) 25:11 pick (5) 26:11 41:5,13 79:24 83:11 picture (1) 50:20 piece (1) 44:24 place (7) 14:25 22:4 31:17 38:25 39:2 40:13 76:17 plain (1) 56:8 plant (1) 9:13 please (86) 2:11,19 3:10,20 4:5 5:3 6:22 9:18,21 10:5 11:10,11,15 17:14,25 18:1 19:19 22:7,24 24:2,6,9,18 26:1,12,23,25 27:11,20 28:6 30:1,1,24 32:15,17,21 34:4 36:7 37:23 38:9,12 42:8 48:9 49:5 50:23 52:16 55:7,18 58:10 59:15,16 60:15 62:24 64:1,15,19,24 66:1,3,11,17 68:3,7,20 71:8 78:1 80:14 82:22 83:4,10,15 84:10 86:16 87:25 89:3,3 91:5 95:17,23 100:3,16,17 101:3 108:20,20,25 plumb (1) 58:22 pm (6) 58:24 59:20,22 89:6,8 109:1 pointed (3) 49:20 51:11 73:13 points (2) 49:15 51:4 policy (2) 41:1 101:24 polyester (2) 56:12 65:10 polyethylene (3) 3:25 11:14 56:7 position (3) 45:17 76:19 101:15 positively (1) 75:9 possible (4) 21:13 43:6 54:14 84:21 potentially (4) 51:20 52:3 92:18 93:10 precise (6) 18:23 63:4 70:16,24 73:7 75:13 precisely (2) 93:10 94:9 precoated (3) 3:23 11:13 38:24 predecessor (1) 19:22 predicament (1) 59:4 preferred (1) 40:22 prejudice (1) 25:9 preparation (1) 108:9 prepared (2) 18:19 94:16 preparing (3) 5:15 8:21 9:11 presentation (1) 95:7 presented (3) 20:6 28:25 97:1 presenting (1) 46:17 president (2) 1:9 46:2 presumably (1) 59:6 presuppose (1) 88:20 pretended (2) 74:8 75:2 pretty (1) 37:10 preventing (1) 62:8	previous (6) 18:9 39:2 50:10 51:24 90:17 92:15 previously (2) 35:22 38:22 price (3) 22:13,14,15 primer (2) 56:12 65:10 principal (1) 62:12 principle (2) 76:24 93:8 printer (1) 69:9 probably (20) 14:8 34:17 40:16,17,18 46:13 57:25 58:21 59:3,4,13 80:11 82:11 87:17 88:17,23 92:5 94:8 97:13 107:24 problem (3) 37:9,21 41:18 problems (1) 69:3 procedure (2) 2:3,16 procedures (1) 25:15 proceed (3) 37:16 68:20,24 process (7) 23:2 25:11 28:20 39:18,23 40:9 91:18 processes (2) 28:21 76:24 product (57) 3:22 4:23 7:19 10:9 11:10,10 14:15 15:2,3,6 16:5,12,20,25 23:2 31:7 38:24 39:18 44:18 48:10 52:1 53:21 57:9,14 58:3,11 61:14,25 64:12 68:9 75:10 77:21 78:7,12 82:10 84:6,22,24 85:7,18 86:17,21 87:12,14,16 88:3,19,20 90:21 95:10 96:22 103:13 104:6 107:4,11,15,17 production (5) 4:14 8:10 20:17 31:17 80:5 products (20) 7:8 8:18,25 20:11 39:16 47:6,6 56:13 60:23 61:5 83:24 84:9 90:24 91:2,12 94:4,22 103:5 104:11 107:9 professional (3) 85:12 88:8,13 professionals (5) 82:21 84:1 86:6,7 87:1 programmes (1) 105:23 progress (1) 33:2 project (9) 20:4,6,7 42:13 83:25 84:4,5,6 107:8 projects (2) 97:3 107:6 propagation (3) 10:19 11:24 58:13 proper (1) 85:13 properly (1) 37:5 property (1) 52:12 propose (1) 7:14 proposed (4) 10:12 49:1 64:11 68:8 protected (1) 65:10 protection (1) 52:11 protects (3) 56:11,12 65:8 provide (11) 32:1 33:20,25 34:9,16 35:18 46:23 47:12 54:7 81:21 94:16 provided (12) 13:23 25:15 31:1,5,9,13,20,23 32:12 33:11 91:16 94:12 provides (2) 32:11 91:11 providing (2) 40:23 45:15 public (2) 35:23 38:1 publication (2) 68:24,25 published (6) 105:25 106:2,3,11,16 107:21 publishingprinting (1) 69:4 purpose (1) 7:10 purposes (4) 7:5 33:17 44:10 81:16 puts (1) 89:24 putting (2) 13:20 50:7 puzzled (1) 90:13 pv (1) 100:25 pvd (4) 56:10 58:12 65:7,8	7:10,13,17,21,25 8:4,8,10,14,17,20,24 9:2,15 10:2,12,22 11:1 12:19,23,25 13:4,10,17,19 14:4,6,9,21 15:19,21,23 16:2,11,17 17:3,12,18,21 18:7,12,16,22 19:1,7,12,15,19,21,25 20:9,14,19,22 21:1,7,16,21,25 22:6,12,18,23 23:9,17,23 24:1,14,17,24 25:4,24 29:8,12 31:4,12,19 32:6,10 34:12,15,18,23 35:4,10,18 36:5 38:7,12 39:4,11,23 40:8,15,20 41:1,17,24 42:8,17 43:4,12,19 44:3,5,8,15,22 45:4,8,14,21 46:1,7,10,17,22 47:10,16,25 48:3,5,13 49:19,22,25 50:4,7 51:1,10,13,16,20 52:5,11,14 53:7,10,13,20,24 54:18 55:11,16 57:2,22 58:1,9,18 61:12 62:12,22 63:9,15,17 70:14,21 71:2 72:16,23,25 73:9,16,20,25 74:4,7,13,15,20,24 75:8,15,23 76:3,8,13,17 77:4,6 79:5,10,17,22 80:10,12,14 81:6,9,11,16,25 82:14,19 83:24 85:20,24 86:3,12 87:6,8,19,24 90:2,8,10,23 91:1,4 92:7,15,20 93:12,14,16,19,23 94:3,11,16,18,25 95:4,9,13 97:14,19,22 98:3,5,11,16,19,23 99:4,12,17,23 100:2,12,16 101:2,23 102:2,6,11,14,16,25 103:10,18,24 104:8 105:9,13 106:20 107:8,14,20 108:1,7 qualification (2) 45:23 107:12 quality (3) 25:13 40:18 76:22 question (63) 5:22 24:25 9:5 16:9 17:8,11 18:25 27:21 29:4 31:8 34:2,4 37:10,19 38:17 39:24 40:12 41:7,9,24 42:18 45:13 47:23 50:10 53:7 67:7 71:15,16,24 72:4,9,11 73:1 74:23,24 75:23 76:11 77:11 80:7 81:19,25 82:14 86:3 87:11 92:20 93:10,18,23 97:10 102:21 103:25 104:20 105:16,17 106:1,6,14,19,21,21,23 108:7 questioning (2) 3:1 50:12 questions (20) 3:3 10:3 12:14 14:7 15:13 18:20,21 27:18 29:21 30:18 40:6 46:15 51:1 52:24 58:23 59:6 62:18 77:11 78:20 110:5 quick (1) 67:7 quickly (1) 9:17 quite (3) 27:17 58:23 73:10 quoting (1) 104:14	R ra050005a (2) 33:12 36:20 ra050005b (1) 33:21 ra060372 (1) 3:15 raf (8) 96:10,14 100:6,7 101:9,9 102:3,3 raise (1) 2:22 raised (1) 54:14 range (1) 11:10 ra050005a (2) 33:12 36:20 ra050005b (1) 33:21 ra060372 (1) 3:15 raf (8) 96:10,14 100:6,7 101:9,9 102:3,3 raise (1) 2:22 raised (1) 54:14 range (1) 11:10	rather (6) 15:2 36:6 38:19 40:10,23 92:16 rb (1) 31:15 reaction (12) 3:14 33:5 36:17 55:1 57:10,16 79:15,18 86:18,22 87:20 88:4 read (50) 7:1,1 15:11 25:7 26:1,1,24 28:9,11 32:20,21,22 37:24 38:2,3,8 48:21 50:15 54:2,21,22 56:2 57:6 58:9 60:20,20 61:21 63:1,9 64:3,22 68:1 69:25 70:4 71:3 73:11 78:3,4 80:23 83:22 87:1 91:9,9 95:22,23 98:12 101:2,2,19 105:16 reader (1) 16:12 reading (1) 37:22 reads (2) 25:1 36:14 ready (7) 30:9,17 59:24 60:8 89:9,17 107:5 realise (1) 59:2 realised (1) 105:1 really (12) 17:7 21:11 23:13 29:22 40:2 47:1,7 52:14 74:24 82:7 87:11 98:8 reason (12) 7:17 31:12 36:23 38:14 40:21 46:23 47:16,25 75:1 79:5 80:3 82:11 reasoning (1) 45:24 reasons (4) 12:12 14:14 32:12 84:25 recall (2) 33:18 63:1 receive (1) 102:2 received (4) 28:14 33:1 65:25 107:15 receiving (1) 2:13 recent (1) 36:19 recipients (1) 102:6 recognised (1) 33:8 recollection (1) 90:2 recommend (3) 68:16 84:6,8 recommending (2) 82:2,4 recompiled (1) 13:17 reconcile (1) 39:6 record (3) 71:6 79:5 104:14 recording (1) 71:8 records (4) 5:19 31:4 93:20,23 red (1) 65:8 refer (2) 52:10 97:15 reference (14) 13:22 22:9,10 33:9,12 57:18,19,22 58:2,4,18 74:18 81:16 103:7 references (7) 11:1,5 13:7 71:21 72:1,14 73:4 referred (8) 12:1 32:25 33:9 61:19 96:5 97:15 101:8 103:3 referring (5) 51:25 78:22 93:19 106:23 107:1 refers (1) 14:13 reflect (1) 94:4 refurbishment (1) 83:25 regard (7) 37:3 38:18 39:1 71:13 75:7 92:4,13 regarded (5) 55:1,5 60:23 61:5 103:14 regarding (3) 14:25 39:22 97:25 regards (5) 66:12,19 67:1,17 70:6 regime (3) 102:24 103:1 104:2 regimes (2) 92:7,23 region (3) 7:13,19 43:13 regular (1) 35:17 regulation (3) 51:24 102:23,24 regulations (12) 42:12,21 43:15 52:4 54:25 60:25 61:1,4 62:6 84:19 85:2 92:13
--	--	--	--	---	---	---	--

related (8) 18:21 33:13 42:21 43:15 57:23 73:17 78:12 91:22 relates (2) 53:25 54:5 relating (9) 18:10 20:20 25:9 28:17 31:22 32:2 49:8 50:9 52:10 relation (19) 34:12 48:10 53:16 54:19,23,25 57:5 60:18,24 61:20 72:6 78:6 86:1 91:12,13,23 95:24 97:2 104:5 relationship (2) 18:17,23 relatively (1) 36:19 relevant (21) 28:18 31:14 35:19 36:19,22 43:11 44:16,24 64:3 84:19 85:2 91:17,25 92:8 95:10,14 102:8,18 103:15 104:6 107:16 reliant (1) 7:5 relied (1) 102:23 rely (2) 28:17 85:4 remain (1) 69:3 remarks (1) 65:4 remember (18) 10:24 20:1,5,8 21:10 30:2 34:1,10 61:7 72:21 73:5 80:12 89:23 94:25 95:4 97:16,22 103:22 remembered (1) 72:3 remembering (1) 72:12 remind (3) 27:22 28:1 59:16 reminder (1) 77:19 remit (1) 85:6 remy (1) 28:14 repeat (2) 88:11 92:11 repetition (1) 92:15 replaced (1) 22:1 replied (1) 36:20 reply (2) 36:18 45:22 report (21) 3:14,18 5:8,16,21 31:6,16,21,24 33:12,14,20,21,22 36:19 65:23,25 66:24 96:8 100:23 101:4 reports (11) 10:20,22 30:25 31:7,9,13 33:19 36:25 38:16 39:5 101:11 represent (1) 77:3 representation (1) 85:24 representative (1) 46:18 request (1) 68:13 requested (1) 36:4 requesting (1) 33:19 requests (2) 49:16 51:7 require (2) 90:23 91:1 required (8) 27:5 33:25 34:8 36:16 43:15 50:12 62:5 96:23 requirements (2) 56:9 68:17 requires (1) 28:19 research (4) 10:20 11:25 96:20 98:14 resend (1) 66:1 resistance (6) 61:24 77:20 78:6 79:13,18 87:20 resolution (1) 49:7 resources (1) 94:2 respect (5) 26:20 84:20 91:13 97:3 104:11 responds (1) 66:14 response (4) 33:10 49:5 64:18 66:11 responsibility (3) 29:5 48:11 69:4 responsible (5) 9:13 43:1 91:20 93:7 99:23 restricted (1) 21:12 rests (1) 69:5 resubmission (1) 68:14 result (8) 45:9,10,10 68:15 74:1 82:4 87:14 107:23 results (7) 39:12 47:13 65:21 95:25 96:4 104:23 105:3 resume (5) 2:1 30:1,9 89:10	108:19 retardant (5) 11:19 57:14 58:3,11 86:20 retrieved (1) 63:24 review (3) 27:4,13 67:14 revisit (1) 77:12 reynobond (72) 3:9,17 6:5,20 8:2 10:9,13,23 11:12 12:6,17 13:6,12,23 15:1,2,15,24 16:3 20:15,20 21:3 31:6,7,24 32:4 33:2 34:25 35:6,12 41:2,11 43:1,7 44:9,11,18 45:1,18 46:19,25 47:11 48:10 53:16 54:1,6 56:4,22 57:19,23 58:5,19 60:15 64:9 65:22 66:17 74:9 75:3,19 76:5 77:7 80:1 81:20 84:8,17 85:21 86:1,8 87:3 104:6,11 106:8 reynolux (6) 8:6,10 38:24 39:15,16 61:9 righthand (4) 26:24 43:23 81:5 84:11 rigorous (1) 69:1 rims (1) 10:15 risk (7) 41:7,19,25 55:2 61:2 82:16,17 risks (1) 81:23 ritter (8) 19:10,12,14 23:10,18,23,24 24:16 rivet (23) 3:9 15:24 17:6,15 33:13,15 35:1,13 36:23 41:3,12 42:2 46:17 47:12,19 73:18,23 74:2 75:19 76:5 88:8,13 103:11 riveted (7) 4:1 5:4 31:22 56:8,24 75:7,11 rivetfix (4) 6:4 16:13 35:8 57:24 rogue (2) 45:9 107:22 role (13) 8:10,11 19:22,25 21:14,16,18,21 82:20,21 84:15 90:3 91:19 roof (1) 10:14 room (3) 2:4,8,12 roughly (1) 79:4 round (2) 2:18 86:3 rts (1) 37:17 run (5) 29:21 67:20,22 69:22,23 running (2) 41:19,19 runup (1) 34:4	84:5,7,25 85:4,7 91:10,14 95:24 96:1,17 sass (2) 15:1 84:15 satisfactorily (1) 37:15 satisfied (1) 68:19 satisfy (2) 68:16,23 save (1) 25:17 saw (14) 5:14 6:9 9:25 16:2 18:5 22:23 33:23 34:7 38:21 39:8 65:19 80:12 100:8 105:5 saying (2) 44:1 79:2 schedule (1) 95:8 schmidt (69) 1:9,17,20,21 3:6,7 15:14 17:12 18:4 24:20 27:18 29:4,25 30:13,16,21 32:21 37:3,20 38:4 40:20 41:24 42:10,17 44:22 46:1 47:13 48:5 52:8,18,22 54:2 56:1,19 57:6 59:12,24 60:5,8,14 62:14 63:6 71:18 72:11 74:15 75:24 77:4,9 78:3 80:4 82:23 83:21 85:9 86:4 87:2,19 89:2,10,15 90:13 94:11 95:22 101:16 102:25 103:10 104:20 106:14 108:18 110:3 schmidts (1) 30:9 scope (2) 14:25 53:21 scotland (3) 55:3 61:4,20 scratched (1) 24:12 screen (10) 18:2 37:25 42:22 51:4 52:16 54:13 55:25 83:3 84:12 95:21 scroll (6) 4:10 24:6 42:22 54:15 55:22 84:12 scrolled (1) 56:16 searching (1) 98:13 second (11) 38:5,8 50:14 53:2,3 55:5 58:1 64:6 69:22 92:10 95:16 secondhand (1) 99:2 secret (4) 104:12,13 105:20 106:25 secretive (2) 104:22 105:10 section (18) 4:20 10:8 11:8 22:24 25:1 33:14 49:8 55:3,6 57:4,5 59:1,1 60:18,19 66:25 77:14,17 sections (2) 60:22 62:12 see (110) 1:13,14,18 3:12,16,21 4:2,4,7,11,17 5:3,5,9 6:4,8 10:4,8,10 11:8,15,17,23 12:1,4 19:9,15 22:8,13,13,14,16,19 23:1,12,19,21,21 24:4,7,10,12,18,25 25:2,3,22 26:13,15,23 28:7 30:13 32:13 36:5 37:16,17 43:20 45:11 46:21 48:18,24 52:11,12,25 53:1,3,5,7,11,13,15,17,22 54:10,15,15 55:3,18 56:10,20,25 57:4 59:19 64:16 65:6,11 67:4 69:15,22 74:11 75:23 79:13 80:7,19 81:2,6,9,11,13,21 84:11 87:8,9 89:5,13 97:14 100:16 101:1 103:19 104:25 seeing (1) 108:22 seems (3) 37:20 88:19 100:11 seen (22) 5:12 6:12 9:23 10:1 12:19 18:7,11,12 30:25 31:4,8 34:18 35:5 38:1 42:16,24 73:11 77:10 80:10,24 100:12 108:8 seize (1) 59:9 sell (3) 7:8,18 43:16 selling (4) 43:1 90:21,24 94:5 send (6) 65:23 68:10 69:9 70:5 106:12,15	sense (1) 59:5 sensible (1) 29:23 sent (10) 30:22 32:6 36:18 69:18 76:14 96:9 101:7,16,23 105:6 sentence (4) 6:24 38:13 58:1 90:17 separate (1) 39:11 separately (1) 35:8 september (1) 10:23 serious (1) 46:24 server (1) 97:25 session (1) 91:18 set (4) 4:24 6:8 21:7 98:9 sets (1) 14:14 shaded (2) 43:21,22 shall (8) 2:17 25:4,18 28:2 30:1 66:2 68:10,19 shape (1) 43:20 shaped (1) 15:19 share (2) 105:22 106:7 shared (2) 21:18 106:9 sheet (1) 93:8 sheets (3) 3:24 11:13 56:6 short (6) 21:13 29:25 30:6 59:21 89:2,7 shortly (1) 47:25 should (20) 7:14 15:2 21:13 32:6 38:22 39:10 43:2 52:21 61:15 62:4,6,7 63:23 68:23 81:16 82:1 94:15 96:19 101:23 104:17 shoulndt (1) 101:25 show (22) 6:24 9:16 25:4 28:3 42:9,23 48:16,23 50:14 58:25 62:15 63:20 67:22 69:17 74:15 77:7 79:22 81:14 91:8 100:20 105:13 106:20 showed (8) 6:13 10:22 13:8 44:17,25 51:24,25 85:14 showing (3) 5:12 44:11 78:21 shown (20) 5:8,16 12:14,15 15:13 27:17 38:7,8 58:1,24 60:16 62:19 67:20 70:9,14 71:2 72:16 73:10 74:21 77:24 shows (1) 13:20 side (12) 3:24 11:14 24:24 26:14 43:23 52:19 56:6 61:5,8 66:7 81:5 84:11 signage (1) 31:7 signature (7) 12:4 23:13,14,19,21 24:14,14 signatures (4) 4:7 23:9,10,16 signed (4) 19:8 22:12 24:11,15 significant (2) 49:20 51:11 signs (1) 12:5 simmons (1) 105:14 simple (1) 92:20 simpler (1) 82:14 since (3) 20:17 67:13 76:23 single (1) 33:21 sir (38) 1:3,8,16,25 2:7,10,15,21,24 8:7 28:24 29:20 30:8,12,16 34:3 37:4,14,19 50:17 59:2,10,12,23 60:4,8,11 66:2 83:18,20 88:25 89:9,14,17 90:11,18 108:16,25 site (4) 36:2 49:9 92:3 93:3 sitting (2) 75:24,24 situation (1) 39:19 six (2) 32:24 100:24 skipping (1) 49:3 skips (1) 95:21 slowly (1) 48:18 smoke (1) 4:14 sold (3) 20:12 43:7 94:21 somebody (2) 23:5 40:17 someone (2) 65:11 93:1 something (8) 6:15 37:5 41:21 76:25 82:10 92:18 101:23,24	sometimes (4) 22:2 101:7,12,17 sort (2) 98:1 105:8 sought (1) 33:16 sound (2) 37:6 88:10 source (1) 98:11 southgate (5) 8:1 28:14 69:19,24 92:21 speak (2) 1:12 89:4 speaking (1) 37:6 specialist (1) 99:16 specific (9) 7:14,17 18:20 49:16 51:7 92:3,3 97:1 101:18 specifically (5) 6:20 20:16 72:24 92:9,24 specification (3) 22:21 55:23 56:1 specified (9) 22:18 26:6,9,11,19,19 27:12,14,16 specifier (4) 49:23,25 51:14,16 specifiers (1) 52:1 speculation (1) 102:12 spell (2) 13:1 19:19 spend (1) 9:11 spread (2) 58:15 62:8 staff (1) 91:11 stage (3) 13:10 68:24 79:25 stages (1) 69:2 standard (17) 3:8,15 13:13,24 31:1 33:6 36:17 57:9,19 74:9,10 75:11 78:23 86:17 87:3 88:3 103:14 standards (1) 61:19 start (4) 6:21 9:19 42:5 48:7 started (3) 89:22 98:13 108:2 starts (2) 54:3,21 stated (1) 75:8 statement (30) 6:21 12:13 14:10 15:14 18:14,17,19 28:4 32:11,16 36:7 37:23 61:8 62:22 63:21 66:25 70:15,23 72:5 77:25 79:19 82:22,25 83:5 91:4 95:17 98:12,24 100:17 103:13 statements (8) 5:16 49:12 62:19 76:20 98:11,23,24 100:10 states (1) 31:18 step (2) 80:2,2 sterling (1) 22:16 stick (2) 6:16 55:21 still (1) 61:22 stop (2) 29:22 108:17 storage (1) 49:9 straightaway (1) 107:17 strong (1) 50:6 studying (1) 87:1 stuff (4) 50:4 104:13 105:20 106:25 subject (10) 22:25 25:9,17 26:6,8,20 27:4 30:24 41:22 46:12 submitted (2) 13:12,24 submit (1) 9:7 submitted (1) 31:16 subparagraph (1) 25:20 subsections (1) 25:5 substantially (2) 44:5 47:21 substituted (1) 23:7 substructure (2) 4:1 5:4 sufficient (1) 16:25 sufficiently (1) 75:13 suggest (2) 31:12 50:18 suggesting (2) 75:8 76:8 suggests (1) 108:10 suit (1) 56:9 suitability (1) 26:6 suitable (2) 49:6 83:24 suitably (3) 62:1 77:22 78:10 suits (2) 29:20,22 summary (1) 53:21	supplied (3) 26:4 36:3 38:22 supplier (2) 84:16 85:7 support (6) 30:22 95:5 96:2,6,14 100:5 supported (1) 95:7 supports (1) 96:24 supposed (1) 35:22 supposition (1) 102:15 suppositions (1) 75:22 sure (10) 14:5,19 29:9 47:1 63:9 79:20,20 87:17,23 105:7 surface (4) 55:2 58:15 60:23 61:6 system (40) 4:1 5:4 14:15 15:3,5 16:20 17:3 23:4,6 33:9,15 34:13 35:7 36:23,25 38:16 39:5 52:3 56:8,9,24,25 62:9 74:18 75:7 76:22 78:8,9,13 82:5,16 84:4 85:19,21 86:10 87:17 96:5 97:15,16,19 systems (7) 47:15 56:21,23 76:17 78:16,17,22	testing (9) 33:13 39:22 40:19 92:7,23 95:25 96:24 105:22 106:10 tests (23) 11:25 13:8 31:1 47:8,9,11 58:19 62:1 71:14,14 77:22 78:10,23 79:4,6 92:6 96:21 99:11 102:24 103:8 105:2 107:12,12 text (7) 28:24 62:15 65:13,18 75:25 87:12 88:16 thank (41) 1:16,25 2:10,15,20,24 3:12 4:19 9:21 16:17 19:21 24:1,17 26:17 28:25 29:16 30:4,12,20 32:10 36:10 38:8 46:22 55:9 56:18 59:19 60:4,11,13 67:6 69:13 83:20 84:14 89:5,13,14,19 101:1 103:24 104:8 108:25 thats (41) 1:13 1:29 13:8 20:7 21:23,24 23:23 24:16 41:20,21 43:21 44:21 45:19 48:25 50:6 52:18 57:13,22 58:4,18 67:20 70:20 74:14 79:1,14 81:18 85:23 87:14 88:16 92:10,15 93:22 97:12 98:14 101:21 102:11,11,15 104:17 106:12 108:14 themselves (2) 95:14 99:21 theory (1) 97:24 therefore (8) 15:23 35:24 73:3 44:15 63:25 68:16 85:4 93:4 thereof (2) 25:12,13 theres (4) 23:13 44:20 93:25 94:8 thermally (2) 3:24 11:14 theyd (1) 93:4 theyre (3) 4:24 56:18 99:2 theyve (1) 93:9 thick (1) 56:5 thickness (1) 11:13 thicknesses (1) 11:17 thing (7) 1:11,17 40:3 79:14 85:17 87:18 105:8 thinking (3) 8:20 45:24 106:6 thinks (1) 97:7 third (5) 22:25 26:4 50:14 79:12 85:5 thorough (1) 8:22 thoroughly (3) 69:1 74:5,7 though (1) 69:1 thought (8) 8:20,24 16:4 43:12,16 87:8 90:16 93:16 three (2) 27:14 54:18 through (11) 2:2 28:8 36:12 40:9 48:18 62:9,12 63:2,9 50:6 thursday (2) 64:6 109:3 time (40) 2:19 5:9 9:6,11 13:22 16:23 18:5 19:11,16 21:15,17,22 28:13 29:19 35:23 42:12 44:9 45:25 48:8 53:7 59:15 63:20 76:13,18 77:8 79:7,12 87:13,24 88:23 93:25 97:19 98:8,17 100:4,13 101:20 103:12 108:8,20 today (5) 1:8 5:12 18:7 46:8 108:9 todays (1) 1:4 together (8) 18:20 25:24 29:22 33:23 36:10 39:3 60:14,19 told (15) 7:22 34:23 35:14 41:1,10 44:6 47:19 71:9,25 75:16 97:6 98:16,19 107:17 108:10 tomorrow (2) 108:20,22 too (4) 26:17 37:8 45:19 50:6
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<p>took (7) 14:25 17:22 19:25 22:4.5 31:17 76:24</p> <p>tool (1) 97:25</p> <p>toolbox (23) 96:5,7 97:4,6,8,11,16,19,22 98:3,6,12,15,19,24 99:5,14,20,23 100:5 101:6,10 102:7</p> <p>topic (3) 6:18 82:19 89:20</p> <p>total (2) 47:5 65:19</p> <p>totally (1) 52:3</p> <p>towards (2) 25:24 54:12</p> <p>tower (10) 42:13 53:13 63:3 70:16,24 72:7 79:8 84:9,18 85:1</p> <p>trained (1) 91:24</p> <p>training (9) 91:11,15,23 92:7,22 93:19,23 94:1,4</p> <p>transcript (4) 71:2 104:15,17 105:13</p> <p>transform (1) 82:10</p> <p>transformed (2) 15:18,20</p> <p>transformers (1) 82:9</p> <p>translate (13) 34:6 48:22 50:18,22 63:25 64:23 66:2 68:2 69:11 71:5,8 80:20 105:17</p> <p>translated (3) 64:14 70:1 104:18</p> <p>translation (19) 15:8 41:8 50:24 52:17,21,22 55:4,8,12 63:24 64:2 66:5 67:19,25 69:12 70:8 77:11 80:22 104:19</p> <p>translator (7) 48:22 55:6 105:17</p> <p>treated (1) 107:22</p> <p>trouble (1) 18:22</p> <p>true (4) 31:17 41:21 45:16 101:15</p> <p>truth (4) 46:20 47:7,10 76:4</p> <p>try (8) 13:21 37:19,21 41:9,24 86:3 87:24 92:20</p> <p>trying (1) 83:16</p> <p>turn (5) 6:18 30:21 48:5 56:17 89:20</p> <p>turned (1) 36:12</p> <p>twice (3) 23:13 38:25 94:23</p> <p>twothirds (1) 83:11</p> <p>type (4) 15:5 16:20 17:11 99:9</p> <p>typed (1) 23:4</p> <p>typical (1) 56:23</p> <p>U</p> <p>uk (16) 6:19 7:21,22,23 14:18 33:8 47:22 59:15 78:24 79:6 86:5,25 88:7,12 108:10,20</p> <p>unable (1) 76:3</p> <p>underneath (5) 4:25 10:16 53:20 54:18 65:17</p> <p>understand (16) 9:15 14:1 21:17 29:5 43:6,10 71:16 82:6 85:23 86:12 87:11,19 101:21 103:17 104:18 105:21</p> <p>understanding (4) 7:10 43:14 90:20 100:2</p> <p>understood (1) 59:12</p> <p>undertake (1) 28:19</p> <p>undetected (1) 69:3</p> <p>unexposed (4) 56:12 61:5,8 65:10</p> <p>unfabricated (1) 84:16</p> <p>unfounded (1) 16:21</p> <p>unintelligible (1) 37:10</p> <p>united (6) 31:18 92:8,21,23 103:2 104:2</p> <p>unless (4) 35:13 41:1,10 85:21</p> <p>unsatisfactory (1) 26:9</p> <p>until (9) 20:5 63:3 70:16,24 72:6 105:24 106:1 107:4 109:2</p> <p>update (5) 32:25 95:4,10 104:5 106:4</p> <p>updated (6) 96:7 99:10 100:23 101:4 106:15 107:14</p> <p>updates (2) 102:18 104:10</p> <p>updating (1) 100:11</p> <p>upload (1) 96:7</p> <p>uploaded (1) 100:5</p> <p>upon (2) 7:22 91:19</p> <p>uptodate (1) 20:19</p> <p>upwards (1) 4:10</p> <p>used (19) 9:11 10:13 15:6,7,16 16:6,21 17:4 25:15 38:25 52:1 54:7 84:5,23,24 85:8,22 97:20 103:12</p> <p>useful (2) 50:1 51:17</p> <p>user (4) 49:22,25 51:13,16</p> <p>users (2) 26:8 52:1</p> <p>userspecifier (2) 49:11 51:6</p> <p>using (1) 36:23</p> <p>usual (2) 1:4 2:2</p> <p>usually (3) 7:14 91:18 95:4</p> <p>V</p> <p>valid (5) 3:18 4:22 5:1 33:15,22</p> <p>validated (1) 15:2</p> <p>validity (4) 27:8,15 41:7 87:18</p> <p>variant (14) 16:3 32:3 33:20 34:24 35:6,8,12 41:2,11 45:17 47:21 75:3,11,12</p> <p>variants (1) 17:2</p> <p>various (5) 56:11 100:9,10 103:5 106:9</p> <p>ventilated (1) 10:13</p> <p>ventilation (1) 62:6</p> <p>version (37) 4:10 9:20,21 14:10,11 17:25 28:4,5 36:7,8 48:15 52:20 54:3,13,14 55:12,22 56:17 61:22,23 71:6 74:8,13,17,25,25 75:19 76:5 80:16 83:5 86:15,15 88:8,13,15 97:6,22</p> <p>versions (5) 3:20 4:5 24:9,18 97:11</p> <p>via (2) 1:22 96:9</p> <p>vince (5) 8:2 96:18 97:5,5,12</p> <p>visit (2) 93:4 98:3</p> <p>voice (1) 45:14</p> <p>volunteer (2) 38:20 39:25</p> <p>volunteering (1) 40:10</p> <p>W</p> <p>wales (7) 42:20 55:2 60:25 61:16 92:9,24 102:17</p> <p>wall (9) 23:3 53:17 54:1,6 56:4 61:24 64:9 77:20 78:7</p> <p>walls (2) 10:14 54:8</p> <p>warning (2) 81:23 82:15</p> <p>warrington (2) 10:20 11:25</p> <p>warringtonfire (1) 58:19</p> <p>wasnt (9) 14:5,19 17:10 29:20 42:5 74:10 75:5,13 97:20</p> <p>watford (1) 14:17</p> <p>way (7) 22:25 50:7 54:11 73:7 83:11 86:3 105:11</p> <p>wed (1) 47:7</p> <p>wednesday (1) 1:1</p> <p>week (3) 20:3,10 93:3</p> <p>weeks (1) 93:3</p> <p>wehrie (46) 9:19 12:5,11 14:6 28:3 32:11 36:5 38:1,14 39:4 40:16 45:9,24 48:19,25 62:16 64:5,7 65:1 66:8,14,22 67:4 68:3,6 69:23 70:11,14,22 71:11,20,21,25 72:12 73:13,16,20 75:15,23 76:8 78:22 91:24 96:6 98:22 100:16 105:1</p> <p>wehries (18) 6:21 14:10 15:14 16:18 29:5,8 32:15 37:22 40:17 48:13 62:22 63:6,21 64:18 76:19 77:25 91:4 93:6</p> <p>welcome (5) 1:3 30:8 59:23 68:9 89:9</p> <p>welsh (1) 42:11</p> <p>went (4) 46:10 77:4 88:10 100:9</p> <p>werent (2) 41:4 72:10</p> <p>weve (7) 12:19 29:17 30:25 31:4 59:6 73:11 97:4</p> <p>whats (2) 50:7 106:25</p> <p>whatsoever (2) 17:9,13</p> <p>whole (14) 32:22 50:12,19,19,22 58:25 64:1,14,23 79:6 87:17,18 95:20 100:20</p> <p>window (1) 62:9</p> <p>wish (2) 7:7 68:21</p> <p>witness (37) 1:23 2:6,9,14,20,23 5:16 12:13 14:10 15:14 18:14,16,19 28:4 30:15 32:11,15 37:23 50:19 58:25 60:7,10 62:22 63:21 64:24 68:3 70:15,23 77:25 79:19 82:22 89:16 91:4 95:16 98:23 100:17 108:24</p> <p>wont (1) 17:18</p> <p>work (5) 15:5 55:19 80:17 98:6 102:19</p> <p>worked (2) 39:3 40:5</p> <p>working (6) 37:5 43:13 48:7 94:20 96:13 102:17</p> <p>world (2) 43:9 94:21</p> <p>wouldnt (6) 21:14 29:12 40:18 59:5 88:20 107:2</p> <p>write (2) 65:7 67:11</p> <p>writing (1) 27:7</p> <p>written (6) 23:5 64:12 65:11 71:12,13 72:22</p> <p>wrong (4) 46:10 70:17 72:18 77:4</p> <p>X</p> <p>x (3) 49:7 65:15,15</p> <p>Y</p> <p>year (7) 9:4 38:25 67:14 70:3 94:23 108:1,2</p> <p>years (8) 3:19 27:14 40:4 70:19 72:20 105:5 107:10 108:1</p> <p>yellow (1) 51:4</p> <p>yesnow (1) 95:16</p> <p>yesterday (8) 2:17 6:9 9:10 10:22 13:8 16:2 71:3,9</p> <p>youll (1) 12:8</p> <p>youre (13) 2:5 13:15,19 19:5 30:17 39:9 60:5,8 70:18 76:3 88:25 89:17 93:19</p> <p>yourself (15) 18:22,22 26:1,25 28:11 32:21 38:2,4,9 59:3 68:16,23 78:4 95:23 102:2</p> <p>youve (3) 6:13 44:8 100:12</p> <p>0</p> <p>0 (19) 13:5,13,25 16:25 43:24 44:21 47:5,8,9,11,14 51:25 52:2 55:2 58:14 60:23 61:6 103:14,23</p> <p>05 (1) 56:5</p> <p>05mm (1) 11:13</p> <p>1</p> <p>1 (14) 10:8,19 22:5,6 56:3,10,15,22 58:15 61:18 64:16 65:5,6 110:3</p> <p>10 (6) 10:19 12:3 91:6 108:20,25 109:2</p> <p>100 (1) 79:3</p> <p>1000 (1) 1:2</p> <p>101 (1) 58:24</p> <p>103 (1) 59:20</p> <p>10cm (2) 49:7,7</p> <p>11 (3) 56:4 71:23 106:22</p> <p>1115 (1) 2:18</p> <p>1117 (1) 30:5</p> <p>1135 (3) 30:1,4,7</p> <p>116 (1) 100:19</p> <p>12 (3) 10:23 26:23 80:14</p> <p>124 (1) 91:7</p> <p>13 (5) 10:16 22:20 65:14 81:11 82:24</p> <p>132316 (2) 10:20 11:25</p> <p>132317 (2) 10:20 11:25</p> <p>133 (1) 42:8</p> <p>13501 (2) 31:21,24</p> <p>135011 (1) 3:15</p> <p>1350112002 (3) 57:12 86:20 88:6</p> <p>135012002 (2) 57:17 86:24</p> <p>14 (1) 53:1</p> <p>15 (5) 22:5 33:1 36:16 48:13 95:17</p> <p>155 (1) 67:23</p> <p>157 (1) 69:14</p> <p>16 (3) 36:7 62:23 63:21</p> <p>160 (1) 31:6</p> <p>165 (1) 69:21</p> <p>16527 (1) 22:16</p> <p>166 (3) 14:11,12,13</p> <p>169 (1) 10:5</p> <p>17 (3) 1:1 64:15 78:1</p> <p>171 (1) 11:6</p> <p>173 (1) 11:20</p> <p>176 (1) 12:2</p> <p>177 (2) 32:17,18</p> <p>18 (1) 109:3</p> <p>18m (1) 43:21</p> <p>19 (3) 3:18 4:8 36:8</p> <p>1987 (3) 8:6,7,8</p> <p>1990s (2) 8:11 38:24</p> <p>1993 (1) 76:23</p> <p>1997 (3) 8:7 31:5,16</p> <p>1d (2) 26:15,18</p> <p>1l (1) 27:11</p> <p>2</p> <p>2 (11) 3:20 14:24 24:2,3 26:12 27:9 49:8 59:15,19 65:15 69:24</p> <p>20 (7) 5:7 6:9,14,15,17 62:23 95:18</p> <p>200 (1) 59:22</p> <p>2000 (4) 60:25 61:2 65:15,15</p> <p>2003 (3) 10:23 31:2 58:19</p> <p>2004 (7) 12:7,11 13:16 14:2 18:10 32:3 61:4</p> <p>2005 (3) 40:4 57:22 107:24</p> <p>20052006 (1) 9:10</p> <p>2006 (19) 3:9,9,18 4:9 9:3,6 13:11,17 14:3,9,14,24 16:24 22:12,21 31:7,15 44:2 58:5</p> <p>2007 (28) 5:10 7:25 17:21 18:5 20:1 22:13 24:12 33:1,11 36:16 46:2 48:7,20 64:6 65:2 66:8,22 67:5,21,23 68:18 70:10 72:17 73:12 76:18 89:23 90:3 108:1</p> <p>2008 (9) 53:1,7 69:20,24 70:3,10 72:17 73:12 76:18</p> <p>2009 (1) 46:2</p> <p>2010 (3) 79:24 80:3,8</p> <p>2011 (1) 105:2</p> <p>2012 (3) 99:6,7,21</p> <p>20132014 (1) 108:5</p> <p>2014 (1) 105:6</p> <p>2015 (1) 40:4</p> <p>2016 (3) 99:6,7,21</p> <p>2017 (4) 53:12 104:16 105:15 108:1</p> <p>2018 (1) 97:7</p> <p>2021 (2) 1:1 109:3</p> <p>2041081 (1) 67:10</p> <p>2071244 (1) 67:12</p> <p>21 (3) 11:8 24:12 78:1</p> <p>22 (4) 22:12,21 48:20 64:6</p> <p>23 (4) 65:2 66:8,22 67:5</p> <p>24 (1) 32:17</p> <p>25 (2) 33:11 71:9</p> <p>29 (2) 82:23 83:4</p> <p>2c (1) 61:3</p> <p>2e (1) 61:3</p> <p>3</p> <p>3 (8) 11:17 24:18 26:22 27:24 55:17 67:8 69:18 110:5</p> <p>3000 (1) 65:15</p> <p>300dpi (1) 49:7</p> <p>315 (1) 88:23</p> <p>320 (1) 89:6</p> <p>33 (2) 31:7,15</p> <p>335 (2) 89:3,8</p> <p>34 (2) 81:18 100:17</p> <p>35 (4) 4:3 64:19,21 67:3</p> <p>36 (3) 64:20,22 91:5</p> <p>4</p> <p>4 (4) 4:5 10:6 11:18 24:9</p> <p>40 (2) 42:13,19</p> <p>4000 (1) 65:16</p> <p>42 (2) 4:11 33:10</p> <p>43 (1) 4:20</p> <p>435 (1) 109:1</p> <p>45 (1) 33:10</p> <p>476 (2) 10:18,19</p> <p>4766 (1) 31:1</p> <p>47661989 (1) 58:13</p> <p>47671997 (1) 58:15</p> <p>48 (3) 32:16 95:19,20</p> <p>5</p> <p>5 (4) 11:7 57:2 61:22 71:15</p> <p>50 (1) 6:10</p> <p>5000 (4) 4:3 57:10 86:18 88:4</p> <p>54 (5) 32:25 36:9,10 37:22 38:3</p> <p>55 (46) 6:20 8:2 10:9,23 13:6,12,23 15:15,24 16:3 20:15,20 21:3 31:24 32:4 34:25 35:6,12 41:2,11 43:1 44:11,18 45:1,18 46:19 47:11 48:10 57:19,23 60:15 62:24,25 70:15 74:9 75:3,19 76:5 79:7 84:8,17 85:21 86:8 87:3 104:6,12</p> <p>58 (2) 78:2,3</p> <p>59 (2) 28:5,6</p> <p>5a (4) 6:10 31:22 35:1 46:17</p> <p>5b (34) 16:2 32:2,7,12 34:12,16,20 35:11 39:25 40:9,23 42:1 44:16,23 45:5,8,15 46:4,7,23 47:18,20 48:1 49:22 50:1 51:13,17 52:5 75:18 81:20 85:14 107:21,21 108:11</p> <p>6</p> <p>6 (7) 10:18 11:18 55:3 57:3,4 59:1 60:18</p> <p>61 (21) 57:5,8 58:2,25 60:17,22 62:14 65:19 66:25 74:12,17,24 75:1,6 76:4 85:24 86:10,13,16 87:25 88:2</p> <p>62 (8) 58:9,25 60:17,22 62:14 85:25 86:10 103:21</p> <p>63 (3) 60:19 85:25 103:21</p> <p>64 (1) 61:12</p> <p>65 (8) 61:23 77:14,17,19 78:6 79:12 85:23 87:16</p> <p>66 (1) 62:3</p> <p>7</p> <p>7 (6) 10:19 11:21 24:25 25:1 31:1 100:18</p> <p>72 (2) 6:22,23</p> <p>7a (2) 27:22 39:7</p> <p>8</p> <p>8 (2) 67:8 68:18</p> <p>8414 (1) 78:23</p> <p>9</p> <p>9 (1) 12:7</p> <p>90 (5) 82:23 83:1,6,8,9</p> <p>9001 (1) 76:23</p> <p>90degree (1) 81:3</p> <p>92 (3) 83:1 84:10,13</p>
--