

OPUS2

Grenfell Tower Inquiry

Day 87

February 9, 2021

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1 Tuesday, 9 February 2021

2 (10.00 am)

3 SIR MARTIN MOORE—BICK: Good morning, everyone. Welcome to

4 today’s hearing. As usual I’m joined by my fellow panel

5 members, Ms Thouria Istephan and Mr Ali Akbor.

6 MS ISTEPHAN: Good morning.

7 MR AKBOR: Good morning.

8 SIR MARTIN MOORE—BICK: Now, as I’ve said before, I would be

9 very grateful if those of you who are not active

10 participants in the hearing, which will normally include

11 the witnesses’ legal representatives, would kindly keep

12 your cameras and microphones switched off at all times,

13 unless for some reason you think it’s necessary to

14 intervene.

15 Before we meet the witness, I’m going to invite

16 Mr Millett to say a few words.

17 Yes, Mr Millett.

18 Statement by COUNSEL TO THE INQUIRY

19 MR MILLETT: Mr Chairman, thank you very much.

20 Today we begin taking the evidence of the Arconic

21 witnesses. Arconic was the manufacturer and the seller

22 of the rainscreen panels that were installed as the

23 cladding on Grenfell Tower. The product was Reynobond

24 ACM 55 PE in cassette fix.

25 As the panel knows from my opening statement at the

1

1 start of this Module 2, we had invited certain Arconic

2 witnesses who are located in France and Germany to

3 attend to give oral evidence to the Inquiry. Those

4 witnesses are specifically :

5 Mr Claude Schmidt, managing director of Arconic

6 Architectural Products in Merxheim, France. Mr Schmidt

7 has now belatedly agreed unconditionally to give oral

8 evidence on behalf of the company. I will return to him

9 in a moment.

10 Mr Claude Wehrle, head of the technical sales

11 support team of Arconic, also based at Merxheim. At the

12 time of his most recent statement of 11 September 2019,

13 he was still employed at Arconic. However, we

14 understand he has now moved to another company. His

15 witness statement, the number of which I will read into

16 the record, is {MET00053190}.

17 Mr Peter Froehlich, product manager for Reynobond.

18 At the time of his statement, 10 September 2019, we

19 believe he was employed at Arconic, but we understand

20 that he is no longer employed there. His witness

21 statement is at {MET00053197}.

22 Gwenaelle Derrendinger, whose job title was inside

23 sales assistant at Arconic Architectural Products, which

24 is an internal sales support role. We understand that

25 she has moved on from Arconic as well. Her witness

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1 statement is at {MET00053191}.

2 Mr Wehrle and Ms Derrendinger reside in France.

3 Mr Froehlich resides in Germany. Each of these three

4 witnesses has been given a final chance to decide

5 whether or not to come to give evidence to the Inquiry.

6 Having been told that Mr Schmidt has changed his mind

7 and is now willing to do so unconditionally, they still

8 refuse to come to assist you, I regret to say.

9 The basis of their refusal is that they consider

10 that they might expose themselves to prosecution under

11 Article 1 bis of French Law Number 68–678 of

12 26 July 1968 as modified in 1980. That law is otherwise

13 known as the French Blocking Statute or FBS.

14 Article 1 bis of the FBS provides as follows:

15 "Subject to international treaties or agreements and

16 applicable laws and regulations, any individual is

17 prohibited from requesting, seeking or disclosing in

18 writing, orally or in any other form documents or

19 information of an economic, commercial, industrial,

20 financial or technical nature with a view to

21 establishing evidence in foreign judicial or

22 administrative proceedings or in relation thereto."

23 To be clear, these three witnesses fear prosecution

24 by the French authorities for providing information to

25 the Inquiry. That includes oral evidence.

3

1 The position as at today is, in summary, as follows:

2 until the summer of 2020, DLA Piper represented Arconic

3 as a company and all of the witnesses as individuals .

4 Through their lawyers, Arconic and the individual

5 witnesses relied on the FBS as a reason not to provide

6 any documents or information to the Inquiry. They gave

7 disclosure of the majority of their documents, not

8 pursuant to the Inquiry’s own powers of compulsion of

9 evidence, but, in the end, after service of a European

10 Investigation Order as part of a criminal procedure

11 operated by the Metropolitan Police, who then disclosed

12 the documents they received to the Inquiry in turn.

13 In March 2020, after Module 1 hearings had been

14 suspended and after the Attorney General’s undertaking

15 had been secured, Arconic told the Inquiry that the FBS

16 prevented Arconic’s potential witnesses — all of

17 them — from giving any oral evidence to the Inquiry.

18 That included Ms Deborah French, Vince Meakins and

19 Peter Froehlich, even though they are not resident in

20 France. At that stage, none of the potential witnesses

21 had taken their own independent legal advice about the

22 FBS, independent of Arconic.

23 As a result, the Inquiry engaged the FCDO and

24 instigated discussions at the highest level in

25 government between the French and the United Kingdom

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1 governments respectively in order to see whether
 2 an international agreement could be reached whereby the
 3 French authorities could give adequate assurances to
 4 Arconic witnesses that they would not be prosecuted
 5 under the FBS if they gave oral evidence to the Inquiry .

6 Those discussions took a number of months, and
 7 resulted in a note verbale of 7 December 2020, received
 8 by the Inquiry on 8 December 2020. That note verbale
 9 said that it was the opinion of the French government
 10 that the Inquiry does not appear to fall within the
 11 scope of Article 1 bis of the FBS and that consequently:

12 "The French authorities do not share the position
 13 that the Blocking Statute constitutes an obstacle to the
 14 examination of Arconic's employees before the Inquiry."

15 However, the note verbale also said that the FBS did
 16 not confer any power on the French administration to
 17 remove a prohibition thereunder, and that it was what it
 18 called jurisdictions , in other words courts, that have
 19 the authority over the interpretation of the criminal
 20 law. The note verbale does not go so far, therefore, as
 21 to offer immunity to Arconic's witnesses from
 22 prosecution under the FBS, because that is something
 23 that the French government says it cannot provide.

24 That means that if Arconic's witnesses gave oral
 25 evidence, although they would have the benefit of the

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1 protection of the United Kingdom Attorney General's
 2 undertaking in respect of any offences committed in the
 3 United Kingdom, or capable of being prosecuted, which
 4 arises out of the substance of their answers, they would
 5 not have the benefit of any protection in respect of the
 6 French Blocking Statute, which may be infringed by the
 7 giving of any information, whether or not it
 8 incriminates the witness.

9 Since this Inquiry is not a court, and cannot
 10 determine a person's civil or criminal liability , it
 11 appears to the Inquiry to be very doubtful that the
 12 French Blocking Statute has any application to evidence
 13 given to the Inquiry. But, even if the French Blocking
 14 Statute were to be engaged, then as a matter of English
 15 law, the position is that whether these witnesses must
 16 give evidence in the face of the French Blocking Statute
 17 is a matter of the panel's discretion . That discretion
 18 is a wide one. The English cases dealing with
 19 documentary disclosure in this context say that someone
 20 seeking to be excused from their disclosure obligations
 21 in civil proceedings, which would be caught by the
 22 French Blocking Statute, must satisfy the court with
 23 supporting evidence that there is a real risk of
 24 prosecution if they complied. Even assuming that the
 25 French Blocking Statute applied, none of the witnesses

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1 has provided such evidence.

2 In fairness to Arconic and the three recalcitrant
 3 witnesses, I would point out the following things:

4 First, although Arconic itself originally raised the
 5 French Blocking Statute objection in respect of all of
 6 its potential witnesses, in June 2020 it arranged for
 7 each of these witnesses, except Mr Claude Schmidt, to
 8 take their own independent legal advice.
 9 Claude Schmidt, Arconic's president, remained advised by
 10 DLAP, Arconic's solicitors. Ms Deborah French and
 11 Mr Vince Meakins have chosen, on advice from a large and
 12 reputable firm of solicitors , to give evidence.
 13 Claude Wehrle, Peter Froehlich and
 14 Gwenaelle Derrendinger, based in France and Germany,
 15 have refused to do so on French or German legal advice.

16 Arconic would like it known that the decision not to
 17 attend is the independent decision of each of these
 18 witnesses. The Inquiry's position is, first , that it
 19 was never so in respect of Mr Schmidt, who remained and
 20 remains advised and represented by DLAP, Arconic's
 21 solicitors , as his own RLR; secondly, although that is
 22 so now in respect of the three remaining foreign
 23 witnesses, it was Arconic that originated the objection
 24 based on the French Blocking Statute on behalf of all
 25 such witnesses.

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1 Secondly, the legal advisers of each of these three
 2 witnesses has told the Inquiry that they cannot advise
 3 their clients , these witnesses, to run the risk of
 4 committing a criminal offence under the French Blocking
 5 Statute. The Inquiry's position is that that is too
 6 simplistic an approach, and it ignores the English
 7 court's approach of demanding an objective and realistic
 8 assessment of the risk based on evidence.

9 Thirdly, although the French Blocking Statute
 10 excludes any arrangements made by international treaty,
 11 there is no international treaty relating to these three
 12 witnesses and none is imminent.

13 International treaties take a long time to negotiate
 14 and we cannot sit and wait for these lucubrations to
 15 materialise in a binding and legal agreement with the
 16 Republic of France. The absence of any substantial risk
 17 of prosecution does not make an indefinite delay of that
 18 nature fair or proportionate. It would be a significant
 19 interruption to the Inquiry's work.

20 Summarising it thus far, therefore, the Inquiry's
 21 position is that the refusal of these witnesses to come
 22 and give evidence is unreasonable. They cannot be
 23 compelled because a notice under section 21 cannot be
 24 enforced in France or in Germany. They have nonetheless
 25 been sent section 21 notices all the same.

8

1 What I have said may be or is contested by Arconic.
 2 You will hear from Arconic in detail about these matters
 3 in their Module 2 closing submissions. Arconic says
 4 that it is unfair that it has no opportunity to make its
 5 submissions about all this at this stage, but I should
 6 just point out that it has not applied to address you
 7 now on them, and all I would say at this stage is that
 8 I am simply laying out publicly the Inquiry's position
 9 in response to Arconic's stance, and to explain the
 10 background to why there are so few Arconic witnesses
 11 giving oral evidence to the Inquiry.

12 Members of the panel, you may very well decide, at
 13 the end of the day, having heard from Arconic, that it
 14 was fair and reasonable to excuse these witnesses from
 15 coming to give evidence. That must remain a matter for
 16 you, having heard all the arguments. But the Inquiry
 17 counsel team's position is that it is not reasonable.

18 As I mentioned before, on 20 January 2021, after
 19 some weeks of correspondence between DLA Piper and
 20 the Inquiry, Claude Schmidt agreed to give oral
 21 evidence, without any of the conditions that he and
 22 Arconic had previously sought to impose on his doing so.
 23 We have, therefore, quite late on, revised the Module 2
 24 timetable to take account of that fact, and one would
 25 hope that many of the questions we wish to put to

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1 Mr Wehrle and the other non-UK witnesses would be
 2 answered by him.

3 However, it may also be necessary to set out the
 4 further questions that we would have wished to put to
 5 those witnesses in a separate presentation, and we will
 6 keep that question under review as the evidence
 7 progresses.

8 Mr Schmidt's command of English is not so strong as
 9 to give him the confidence to give his evidence in
 10 English, and so we have arranged for him to give his
 11 evidence through interpreters, and to be shown some of
 12 the documents in the French language with English
 13 translations and vice versa where we can. We will
 14 explain a little more about that process when he comes
 15 to give evidence.

16 So we will now proceed with our questioning of the
 17 Arconic witnesses who have agreed to attend, but without
 18 all of the people who may be able to answer all of the
 19 questions that we have.

20 Mr Chairman, I would now like, please, to call
 21 Ms Deborah French.

22 SIR MARTIN MOORE-BICK: Thank you very much, Mr Millett.

23 Well, we can now meet today's witness, Ms French.

24 MS DEBORAH FRENCH (called)

25 SIR MARTIN MOORE-BICK: Ms French, I think you're there

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1 waiting to be questioned.

2 Can you see me and can you hear me?

3 THE WITNESS: Yes, I can, sir.

4 SIR MARTIN MOORE-BICK: Good, thank you very much.

5 Now, I understand you would prefer to take the oath
 6 rather than to make an affirmation?

7 THE WITNESS: Yes, please.

8 SIR MARTIN MOORE-BICK: Right. Do you have a New Testament
 9 with you, or a Bible which contains the New Testament?

10 THE WITNESS: Yes, I do, yes.

11 SIR MARTIN MOORE-BICK: On the screen in front of you, you
 12 may find the words of the oath. Are they there?

13 THE WITNESS: Yes, they are.

14 SIR MARTIN MOORE-BICK: Would you take the Bible in your
 15 right hand, please, and repeat the words on the screen.
 16 (Witness sworn)

17 SIR MARTIN MOORE-BICK: Thank you very much.

18 Now, just a couple of housekeeping matters we have
 19 to deal with.

20 First of all, can you confirm that you're alone in
 21 the room from which you're giving evidence?

22 THE WITNESS: Yes, I can confirm that.

23 SIR MARTIN MOORE-BICK: Thank you.

24 Can you also confirm that you have no documents or
 25 other materials with you?

11

1 THE WITNESS: No, none at all.

2 SIR MARTIN MOORE-BICK: Good, thank you.

3 Finally, can you confirm that your mobile phone is
 4 in another room and that you don't have any other
 5 electronic device in the room which is capable of
 6 receiving messages?

7 THE WITNESS: No, I have nothing in the room.

8 SIR MARTIN MOORE-BICK: Lovely, thank you very much indeed.

9 Now, you probably know this, but I should tell you
 10 that your legal representatives are in the hearing room
 11 following the evidence. They can intervene if they
 12 consider it necessary to do so, but otherwise I've asked
 13 them to keep their microphones and cameras switched off
 14 to avoid technical problems. All right?

15 THE WITNESS: Okay.

16 SIR MARTIN MOORE-BICK: I hope we shan't have any problems
 17 with sound or vision. If we do, we'll take a short
 18 break while the technical team resolve them. All right?

19 If you need to attract my attention for any reason,
 20 just please indicate in some appropriate way and we'll
 21 see what the problem is.

22 You might like to know that we are planning to have
 23 a short break roughly halfway through each session. It
 24 will be about 11.15 in the morning session, and about
 25 3.15 in the afternoon session. But if at any stage you

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1 think you need an additional break, will you just
 2 indicate and we will try to accommodate you.
 3 One thing I do need to mention, because we're going
 4 to have breaks in your evidence, once you have started
 5 giving evidence, it's important that you don't discuss
 6 your evidence or anything relating to it with anyone
 7 else until you have completely finished. I don't know
 8 whether your evidence will go over until tomorrow, but
 9 there is obviously an opportunity overnight to talk to
 10 people, and please resist it.
 11 I will try to remind you of that whenever we have
 12 a break, but if I fail to do so, please bear it in mind
 13 nonetheless. All right?
 14 Now, before we start, is there any question you have
 15 or anything you would like to bring to my attention?
 16 THE WITNESS: No, not at the moment. Thank you, sir.
 17 SIR MARTIN MOORE-BICK: You're ready to go, good. All
 18 right. Thank you very much.
 19 Well, in that case, I will invite Mr Millett to put
 20 some questions to you.
 21 MR HOCKMAN: Sir, I do apologise for interrupting. This is
 22 Stephen Hockman on behalf of Arconic. It's merely
 23 a technical point. My transcript is behaving in
 24 a slightly curious way. I don't know if this affects
 25 anyone else. If it doesn't, then I will immediately go

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1 away and try and sort it out. But at the moment what
 2 seems to be happening is that the transcript is
 3 scrolling continuously through yesterday's proceedings
 4 and not recording what is being said today.
 5 SIR MARTIN MOORE-BICK: Right, thank you for drawing that to
 6 my attention, Mr Hockman.
 7 MR MILLETT: I was going to mention when you got to the end
 8 of your introduction, I have had a general message that
 9 we have had a number of objections from other RLRs that
 10 the transcript is not working for them, so I am
 11 afraid -- and I apologise to the witness as well -- we
 12 will have to take a break while we sort this out,
 13 because clearly they need to be able to see the
 14 transcript.
 15 SIR MARTIN MOORE-BICK: Of course. We all need to have the
 16 transcript.
 17 Well, Ms French, that's very disappointing, isn't
 18 it? We have a problem with the technology right at the
 19 beginning.
 20 I think we will have to take a break. We will get
 21 back to you as soon as we can, once we've got the
 22 problem sorted out.
 23 THE WITNESS: Okay.
 24 SIR MARTIN MOORE-BICK: So remember what I've just said to
 25 you. You haven't actually started giving your evidence,

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1 but once you have taken the oath, you have to regard
 2 yourself as being incommunicado for these purposes.
 3 THE WITNESS: Okay.
 4 SIR MARTIN MOORE-BICK: All right? We will get back to you
 5 as soon as we can.
 6 THE WITNESS: Okay, thank you.
 7 SIR MARTIN MOORE-BICK: Thank you.
 8 (10.20 am)
 9 (A short break)
 10 (11.05 am)
 11 SIR MARTIN MOORE-BICK: Hello, everyone. I've asked for us
 12 all to come back into the hearing room really just so
 13 that I can explain what's been going on.
 14 As you will realise by now, we have a serious
 15 problem with one aspect of the technology. I should
 16 make it clear that it's not a problem with the remote
 17 video platform which we are using. The problem resides
 18 in the rolling transcript which, for reasons I can't
 19 explain, was not going out properly to the various
 20 lawyers who have to be involved in the hearing.
 21 It's not possible for them to deal with the hearing
 22 without the benefit of the rolling transcript, and we
 23 have been making efforts, or Opus have on our behalf, to
 24 try to restore the connection. Unfortunately it's been
 25 much more difficult to do that than anyone had expected,

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1 so I have decided that the sensible course to take is to
 2 adjourn the hearing for a bit longer in order to give
 3 Opus a real opportunity to identify the fault, correct
 4 it, and ensure that, when we come back, we are ready to
 5 go on without interruption.
 6 Now, Ms French, I hope you have been able to hear
 7 everything I've just said. I'm sorry, this is very
 8 inconvenient for you, and I appreciate that fully, but
 9 there is nothing I can do for the time being. I hope
 10 that at least if we say now that we will adjourn until
 11 11.30, it will at least give you an opportunity to leave
 12 the room, make yourself a cup of coffee or whatever, and
 13 I'm hoping that by 11.30 the problem will have been
 14 resolved and we can continue then without interruption.
 15 THE WITNESS: Okay.
 16 SIR MARTIN MOORE-BICK: There it is. I'm very sorry.
 17 I apologise to everyone for this difficulty.
 18 We will break now and resume the hearing at 11.30.
 19 Thank you very much.
 20 (11.08 am)
 21 (A short break)
 22 (11.40 am)
 23 SIR MARTIN MOORE-BICK: Welcome back, everyone. I'm sorry
 24 that the adjournment lasted a little longer than
 25 I originally said it would, but the problem took a bit

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1 longer to resolve. Anyway, I'm told that it has been
 2 resolved and that we are ready to continue.
 3 First of all, Ms French, can you see me and can you
 4 hear me?
 5 THE WITNESS: Yes, I can, thank you, sir.
 6 SIR MARTIN MOORE-BICK: Thank you very much. I'm sorry that
 7 we have kept you hanging on like this. It's disruptive,
 8 I understand that, but I'm afraid there was nothing we
 9 could do about it. But we are now ready to continue,
 10 so, Mr Millett, when you are ready.
 11 Questions from COUNSEL TO THE INQUIRY
 12 MR MILLETT: Mr Chairman, thank you very much.
 13 Ms French, first of all, can I start by thanking you
 14 very much for attending this public inquiry to give your
 15 evidence. We are very grateful to you for coming.
 16 If you have any difficulty understanding any of the
 17 questions that I'm going to ask you, please say and
 18 I can put the question in a different way or repeat it.
 19 If you feel you need a break at any point, please
 20 let us know, although we will be taking scheduled breaks
 21 during the course of the day. I don't quite know
 22 whether we're going to run straight to lunch time --
 23 I suspect we might -- but we will certainly be taking
 24 a break in the middle of the afternoon.
 25 Can I also just say that we would like you very much

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1 to keep your voice up so that the transcriber, who is
 2 also on this call, can get down your evidence onto the
 3 transcript so that everybody can read it. Also, when
 4 you are giving answers yes or no, try to say "yes" or
 5 "no" and not nod or shake your head as the case may be.
 6 Now, Ms French, you have made two witness
 7 statements, and they will appear on the screen in front
 8 of you have. Can we go, first, please, to
 9 {MET00019063}.
 10 This is your statement dated 14 September 2017, and
 11 we will call this your first witness statement. It's
 12 eight pages long and it's unsigned.
 13 Can I just get you to confirm that that is your
 14 first witness statement, just looking at that first page
 15 there?
 16 A. Yes, it is.
 17 Q. Thank you.
 18 Can we now go to {MET00053162}, please. This is
 19 your statement dated 4 November 2019, as you can see
 20 there, and we will call this your second witness
 21 statement. It's 34 pages long, and if we could go,
 22 please, to page 34, we will see the signature there,
 23 just above the date, 4 November 2019.
 24 Is that your signature?
 25 A. Yes, it is.

18

1 Q. Have you read these statements recently?
 2 A. Yes, I have.
 3 Q. Now, I have a correction that I want to propose to you,
 4 if I may.
 5 Can we look at your second witness statement at
 6 paragraph 3 on page 1, please, {MET00053162}. If you
 7 look at paragraph 3, in the third sentence there you
 8 say, with reference to your first statement:
 9 "I have had an opportunity to re-read that statement
 10 and confirm that I have no corrections to make other
 11 than the minor clarification at paragraph 63 below."
 12 Now, let's look at paragraph 63. You will find that
 13 on page 17 {MET00053162/17}, please. It's a statement
 14 about defects in Reynobond, and you will see
 15 paragraph 63, you say:
 16 "Prior to 14 June 2017, I was not aware of any
 17 particular defects or concerns regarding either
 18 Reynobond PE or FR."
 19 If you look at paragraph 64, immediately below, at
 20 the very bottom of the page, if we can just be shown the
 21 very bottom of that page, you say, two lines up from the
 22 bottom:
 23 "I would however note that in my First Witness
 24 Statement I indicated that my involvement in the
 25 Grenfell Tower project began in early 2013 and that

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1 I attended a meeting with Mr Geof Blades (CEP),
 2 Mr Bruce Sounes (Studio E) and a representative of
 3 Leadbitter on 4 March 2013."
 4 You then I think go on to correct that, saying that
 5 it was likely that your initial contact with the project
 6 was October 2012.
 7 Did you mean to say that the correction to your
 8 first witness statement was paragraph 64 and not
 9 paragraph 63?
 10 A. I ... in terms of the paragraphs, I'm ... yes, it would
 11 seem it's paragraph 64. But I had altered it through to
 12 the date that I thought I'd first made contact on that
 13 particular project.
 14 Q. Yes. Thank you.
 15 Save for that correction, do you say that the
 16 contents of these two witness statements are true?
 17 A. Yes, I do.
 18 Q. Have you discussed these statements or your evidence
 19 that you're going to give today with anybody before
 20 coming here today?
 21 A. No, I haven't.
 22 Q. Now, when you were working at Arconic, I think it was
 23 known as Alcoa; is that right?
 24 A. That's right.
 25 Q. In your statements, you refer to that entity as AAP-SAS.

20

1 I'm going to refer to that entity as Arconic throughout
 2 the questions and answers. Is that clear to you?
 3 A. Yes.
 4 Q. Thank you.
 5 I'm going to start with some questions about your
 6 role, and in that the dates of your employment and what
 7 it involved.
 8 Am I right in thinking that you started working at
 9 Arconic in October 2007?
 10 A. Yes.
 11 Q. And you left at the end of December 2014; yes?
 12 A. Yes.
 13 Q. In early 2015 you joined a company I think called
 14 Taylor Maxwell; is that right?
 15 A. Yes.
 16 Q. If we look at your first witness statement
 17 {MET00019063}, please, I would like to go to
 18 paragraph 2. If we could just have your first witness
 19 statement up, please, at paragraph 2, you say:
 20 "Between October 2007 and December 2014 my job title
 21 was UK Sales Manager for Alcoa Architectural Products
 22 SAS ('AAP SAS') [which we will call Arconic] based in
 23 Merxheim, France. Because I was (and remain) resident
 24 in the UK I was employed by Kawneer UK Limited (an
 25 associate of [Arconic]) although I received the

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1 overwhelming majority of my instructions from and
 2 reported to personnel at [Arconic]."
 3 Now, you weren't directly employed by Arconic, were
 4 you?
 5 A. No, I wasn't.
 6 Q. You were employed, I think, by the company you identify
 7 here, namely Kawneer UK Limited; is that right?
 8 A. That's right, yes.
 9 Q. You say that that company was an associate of Arconic.
 10 Can you explain how Kawneer UK Limited is or was
 11 associated with Arconic?
 12 A. Kawneer was part of the Alcoa group, as was
 13 Alcoa Architectural Products, which you're referring to
 14 as Arconic. So my salary was paid through Kawneer, and
 15 other associated HR items.
 16 Q. Yes, I see. When you say that Kawneer was part of the
 17 Alcoa group, do you mean it was a company owned by
 18 Alcoa?
 19 A. Yes.
 20 Q. Now, when you say, as I've just shown you, that the
 21 overwhelming majority of your instructions came from
 22 Arconic, do you mean that you had instructions from
 23 elsewhere as well?
 24 A. No, just from Arconic.
 25 Q. I see.

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1 A. In Merxheim.
 2 Q. In Merxheim. Did you ever take instructions from
 3 anywhere else?
 4 A. No, only -- nothing at all, only from -- Kawneer paid my
 5 salary, and a company car was provided and IT equipment.
 6 Q. I think you also had an Alcoa email address, didn't you?
 7 A. Yes, I did.
 8 Q. Can we look at your second witness statement, please, at
 9 paragraph 11 on page 3 {MET00053162/3}. You say in
 10 paragraph 11:
 11 "As explained in my First Witness Statement, I was
 12 technically employed by a company called Kawneer UK
 13 Limited. I did not work with a team at Kawneer and my
 14 only colleague was Robert Campbell who worked as a sales
 15 representative for Reynolux, another product of
 16 [Arconic]. Robert and I did not work together as such
 17 but would refer leads to one another. I did not report
 18 to anyone at Kawneer and, to the best of my knowledge,
 19 no one else at Kawneer had any involvement with
 20 [Arconic]. I received a salary for my work and did not
 21 work on a commission basis."
 22 Now, I've shown you all of that. Just a number of
 23 questions which flow from it.
 24 Am I right in thinking that your employment at
 25 Kawneer was not as a normal employee; you weren't

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1 furthering the business of Kawneer, as opposed to
 2 Arconic generally?
 3 A. I didn't work for Kawneer, no.
 4 Q. Right. So your role was to promote sales for Arconic;
 5 is that right?
 6 A. Absolutely, yes.
 7 Q. And you were appointed via Kawneer, basically as
 8 an arrangement within the Arconic group; is that --
 9 A. Yes, yes.
 10 Q. Do you know why Arconic had that arrangement with
 11 Kawneer?
 12 A. I don't. As I say, the only -- I had my salary received
 13 through Kawneer, and my IT equipment and company car.
 14 That was all. That was the only dealings I had with
 15 them.
 16 Q. Your formal contract of employment was with Kawneer?
 17 A. Yes.
 18 Q. Now, to whom at Arconic did you report during your time,
 19 in general, while working for Arconic?
 20 A. Latterly it would have been Peter Froehlich.
 21 Q. Right, and specifically from 2012 onwards,
 22 Peter Froehlich?
 23 A. Yes.
 24 Q. Was that reporting line formalised in any way, do you
 25 remember?

24

1 A. I can't remember in terms of the formalities of it .
 2 Q. Right.
 3 When you were working there, you say you didn't have
 4 an office , you just worked from home and travelled to
 5 meet customers; is that right?
 6 A. That's right.
 7 Q. Right. Where did you keep important documents that were
 8 important to your job?
 9 A. They would have been either with me at the time or they
 10 would have been in my office at home.
 11 Q. I see. How did you keep those documents at home?
 12 A. They would have been in — if they were paper versions
 13 they would have been in my office, in files , in my desk,
 14 or in my work case.
 15 Q. Right. Did you have an Arconic laptop or computer, or
 16 was it your personal laptop or computer?
 17 A. No, I didn't use my own personal equipment for any
 18 work—related duties at all.
 19 Q. So they were Arconic equipment, were they?
 20 A. Yeah, they were issued through Kawneer, though, but they
 21 were Alcoa's, Arconic's, yes.
 22 Q. How did you usually communicate with your contacts at
 23 Arconic?
 24 A. Either phone or email.
 25 Q. And you signed yourself on those emails, as you say, not

25

1 only with an Alcoa email address, but also as a sales
 2 representative for Alcoa, or Arconic latterly .
 3 A. Yes, that's right.
 4 Q. Yes. So is it right to say that to the outside world,
 5 anyone dealing with you from the outside, you were
 6 dealing on behalf of Arconic?
 7 A. That's right, yes.
 8 Q. Now, I want to look at the relationships within Arconic,
 9 if I can.
 10 You mention in your witness statement we've just
 11 seen that you worked alongside a Mr Robert Campbell, and
 12 you say he represented Reynolux, or was the sales
 13 representative for Reynolux. We may come to the
 14 differences between those products in a moment, but just
 15 for the moment, do I understand it correctly that you
 16 meant that you were the sales representative for
 17 Reynobond, the product?
 18 A. Yes.
 19 Q. And you say that you didn't work together with
 20 Robert Campbell, but you would refer leads to each
 21 other. In what circumstances would you refer a lead to
 22 Robert Campbell?
 23 A. If we had a customer requesting some Reynolux product,
 24 then I would refer that to him to deal with, with the
 25 customer. I wouldn't deal with that directly myself.

26

1 Q. I see. Would the same work vice versa? If somebody got
 2 hold of Robert Campbell but wanted Reynobond, he would
 3 refer the customer to you; is that right?
 4 A. Yes, that's right .
 5 Q. Would a customer have to ask specifically for Reynolux
 6 or was there some other way that the customer would know
 7 that you would refer a lead to Robert Campbell?
 8 A. They would generally ask for Reynolux, and — they would
 9 generally ask for Reynolux.
 10 Q. Yes, thank you.
 11 Can we look at Peter Froehlich's statement, please.
 12 This is {MET00053197/3}. It's a long paragraph about
 13 his role , and I want to look at page 3, but it starts on
 14 page 2. I don't need to go back to that.
 15 I would like to look with you, please, at the middle
 16 of that page. It's quite difficult to navigate, so if
 17 it could be blown up. Thank you very much.
 18 Now, he says, and on the screen it's about seven
 19 lines down:
 20 "From around 2011/2012 ..."
 21 Can you see that?
 22 A. Yes, I can.
 23 Q. He says:
 24 "... I then became responsible for all European
 25 representatives , including UK, France and Spain ..."

27

1 And he lists some names, and then he lists, after
 2 Portugal, your name:
 3 "... Deborah French (later Vince Meakins), UK ..."
 4 Did you report to Peter Froehlich from 2011/2012?
 5 A. Yes, I did.
 6 Q. He is right about those dates?
 7 A. Yes.
 8 Q. Okay.
 9 Now, do I understand correctly that Peter Froehlich
 10 was in charge of Reynobond sales for the UK, among other
 11 countries?
 12 A. Yes, he was.
 13 Q. Was he also in charge of Reynolux, do you know?
 14 A. No, I don't believe he was.
 15 Q. What other Arconic products, if any, was Peter Froehlich
 16 in charge of, do you know?
 17 A. My understanding was it was just Reynobond.
 18 Q. Right.
 19 Am I right that Peter Froehlich reported to the
 20 director of sales and marketing?
 21 A. That's right, yes.
 22 Q. Who was that, do you remember, during the period 2012 to
 23 2016?
 24 A. There were two, there was Guy Sheidecker and then after
 25 that Alain Flacon, but I'm unsure of the exact dates

28

1 that they were both within their positions.
 2 Q. Yes. So the reporting line would therefore be from you
 3 up to Peter Froehlich in relation to Reynobond, and from
 4 Peter Froehlich either to Guy Sheidecker or
 5 Alain Flacon?
 6 A. That's right.
 7 Q. Depending on when Alain Flacon took over from
 8 Guy Sheidecker.
 9 A. Yes.
 10 Q. Was Peter Froehlich's job focused on sales particularly?
 11 A. I understand they were, yes.
 12 Q. Right. And I say sales; I mean sales as opposed to
 13 having a technical role or a quality assurance role of
 14 some kind.
 15 A. No, it was purely sales.
 16 Q. Purely sales.
 17 Am I right that the director of sales and marketing,
 18 whoever it was, from time to time would report to the
 19 managing director at Merxheim?
 20 A. That's right.
 21 Q. And that was Monsieur Claude Schmidt, was it?
 22 A. Yes.
 23 Q. Was it always Mr Claude Schmidt?
 24 A. From when I joined, yes, it was.
 25 Q. Right.

29

1 Now, you have told us — and indeed we see in your
 2 second statement — that you were paid a salary and you
 3 didn't work on a commission basis. Who paid your
 4 salary? Was that Kawneer?
 5 A. Yes, it was.
 6 Q. Who reviewed your performance?
 7 A. Peter Froehlich.
 8 Q. Right. Was he employed by Kawneer?
 9 A. No, I don't believe so.
 10 Q. I see.
 11 Can we look at Peter Froehlich's exhibit at page 23.
 12 This is {MET00053161/23}, please. There is an email,
 13 which will pop up in a moment — there it is — from you
 14 to Peter Froehlich dated 6 June 2014, the date is in
 15 French, and it's copied to yourself. The subject is,
 16 "RE: Projects in Pipeline and action plan to achieve the
 17 forecast".
 18 You say in the first line there:
 19 "Ref the RB [forecast], yes I am working towards
 20 achieving the target and will be close to it."
 21 Now, do I understand correctly from this that you
 22 had sales targets?
 23 A. Yes, I did.
 24 Q. Were those to meet forecast sales figures?
 25 A. Yes, they were.

30

1 Q. Who set those targets, do you remember?
 2 A. Merxheim.
 3 Q. Who at Merxheim?
 4 A. Peter Froehlich.
 5 Q. Did he have, to the best of your recollection, autonomy
 6 about those targets or did he get those targets from
 7 higher up?
 8 A. I'm not entirely sure, but I took them straight from
 9 Peter.
 10 Q. Right. How often did they come to you? How often did
 11 he give you these sales targets?
 12 A. Once a year.
 13 Q. And what time of the year?
 14 A. I can't remember, sorry.
 15 Q. Right. But did they run for the calendar year, or for
 16 a financial year which was different from the calendar
 17 year?
 18 A. I honestly can't remember whether they were financial
 19 year or calendar year.
 20 Q. Did they come to you in writing? Were they a written
 21 formal set of targets?
 22 A. Erm ... again, I couldn't answer that without —
 23 I couldn't answer that, sorry.
 24 Q. Right.
 25 A. I can't remember.

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1 Q. Do you remember whether the targets worked to a calendar
 2 year—end or to some other end date?
 3 A. They would have been over a 12-month period, but I'm not
 4 sure whether that was calendar year or a financial year.
 5 I can't remember.
 6 Q. Were you expected to achieve those targets in each
 7 period or each year?
 8 A. Yes, that was the aim of them, to work towards those
 9 targets.
 10 Q. Were those targets linked to a particular product,
 11 for example ACM?
 12 A. They were — my targets were for Reynobond.
 13 Q. Right. And were they linked to an amount of product or
 14 to a profit generated?
 15 A. No, it would have been square metres volume.
 16 Q. Right. So they weren't financial targets, they were
 17 volume?
 18 A. No, they were volume targets.
 19 Q. When you say they were for you, that means they were
 20 volume for the UK targets?
 21 A. Volume for the UK targets, yes.
 22 Q. Did you receive a bonus for meeting or exceeding that
 23 target in any year?
 24 A. No.
 25 Q. Was your performance review or financial benefit at all

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1 linked to whether you achieved those targets?
 2 A. No, not at all .
 3 Q. Right. So what was the purpose of those targets, as far
 4 as you were concerned?
 5 A. For Alcoa to grow Reynobond in the UK in terms of market
 6 growth.
 7 Q. Right.
 8 Was there an occasion on which you failed to meet
 9 the target you were set by Mr Froehlich for a particular
 10 period?
 11 A. We sometimes met those targets, but not -- certainly in
 12 the early days of me joining we weren't meeting those
 13 targets .
 14 Q. What were the consequences of not meeting those targets
 15 on those occasions?
 16 A. There were no consequences in terms of -- in that sense,
 17 none.
 18 Q. Can we just go back to the email we were looking at
 19 a moment ago at {MET00053161/23}, please. You list
 20 there a number of projects, and you can see the first
 21 three there that you describe as being "very close to
 22 being won/waiting for orders to be placed", and they're
 23 examples. You say Waylands House, 12,000 square metres;
 24 Swansea Towers, 11,000; Pendleton's, 35,000 square
 25 metres; and there is also, if you look a bit further

1 down, Brook House, 6,500 square metres, "waiting for
 2 orders to be placed".
 3 In each case, was the Reynobond you were hoping to
 4 get orders for or had in part got orders for standard
 5 PE?
 6 A. A lot of them were, yes. I can't remember individually,
 7 but yes, a lot of them were PE.
 8 Q. Do you remember whether at the time you knew, in the
 9 case of each of the products I've just identified, what
 10 insulation was being used alongside the rainscreen that
 11 you were selling?
 12 A. No, I was not involved in any form of insulation --
 13 Q. Right.
 14 A. -- with any project.
 15 Q. I see.
 16 Now, you will also see, going back to that email,
 17 that there is a second list just below the long list,
 18 halfway down the email. You say:
 19 "Projects I am still working on but confident we
 20 will get them are
 21 "Grenfel Towers [sic] 3000m2 - Specified RB waiting
 22 for final colour approval orders expected Q4."
 23 Am I right to think that you were selling to
 24 a number of big cladding projects simultaneously at any
 25 one time?

1 A. Yes, talking to various different fabricators about
 2 projects they were working on, yes.
 3 Q. As we can see from the list above this, you had orders
 4 for 35,000 square metres, 12,000 square metres, possibly
 5 11,000 square metres. In the context of projects like
 6 that, is it right that Grenfell Tower was quite a small
 7 project, with 3,000 metres?
 8 A. I wouldn't say it was small, it was part of the work
 9 that I was doing on a day-to-day basis.
 10 Q. Right.
 11 Would you say that comparatively speaking -- well,
 12 let me ask it differently .
 13 Comparatively speaking, how important was the
 14 Grenfell Tower project to you at this time --
 15 mid-2014 -- for meeting your sales forecast which
 16 applied for that period?
 17 A. I couldn't possibly -- I couldn't possibly give
 18 an answer to that, I'm sorry. I can't remember how far
 19 off I would have been from those targets at that point.
 20 Q. Now, there was a team in Arconic called the technical
 21 sales support team, wasn't there?
 22 A. Yes.
 23 Q. Am I right in thinking that Claude Wehrle was the most
 24 senior person in that team?
 25 A. Yes, he was.

1 Q. Have I pronounced his name correctly?
 2 A. Probably better than I can.
 3 Q. Now, that team provided technical support for sales,
 4 didn't they?
 5 A. Yes, they did.
 6 Q. And we've understood that Claude Wehrle's role would
 7 include getting technical certification relevant to each
 8 region; is that correct?
 9 A. Yes.
 10 Q. Was your understanding that if a region's sales would be
 11 assisted by certification of technical performance,
 12 Mr Wehrle's team would make the arrangements to obtain
 13 that certification ?
 14 A. Yes, they were in charge of those aspects.
 15 Q. As I understand it, the technical sales support team
 16 could answer customer questions about products; is that
 17 right?
 18 A. That's right.
 19 Q. When would you routinely refer a question to the
 20 technical sales support team?
 21 A. If a customer, fabricator, directly asked me a question,
 22 I would then forward that to the -- to Claude's team and
 23 ask them for a response or speak to them on the phone,
 24 but mostly by email.
 25 Q. Would you ever answer such questions yourself?

1 A. Generally not, no, not unless I'd had some information
2 from the team first of all .
3 Q. I see. What sort of questions might you be able to
4 answer?
5 A. I could deal with simple questions like the colours,
6 availabilities , widths of materials that we were
7 producing, but in terms of things like , you know,
8 wind loads, other more technical details , then I would
9 refer that to that team.
10 Q. Is it right that Claude Wehrle reported to the director
11 of sales and marketing, at least while you were in post
12 at Arconic?
13 A. I believe so, yes.
14 Q. Does that mean that he reported to the same person as
15 Peter Froehlich?
16 A. Yes, I believe so.
17 Q. Was the technical sales support team considered to be
18 a function of marketing, so there to support sales?
19 A. They did have interaction with the marketing team to
20 develop information that went into marketing tools.
21 Q. Yes, but my question was a slightly different one. Was
22 the technical sales support team's function to support
23 marketing?
24 A. I don't know, I'm not sure about specifically that
25 question.

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1 Q. There was a separate technical team at Merxheim, wasn't
2 there, that worked on the products?
3 A. Yes.
4 Q. For example, research and development, new core recipes,
5 et cetera; is that --
6 A. That's right.
7 Q. I see. So where did the technical sales support team
8 sit between the technical team at Merxheim on the one
9 hand, and you as the customer-facing sales
10 representative on the other?
11 A. Generally it all went through Claude's team, the
12 customer sales technical team.
13 Q. Right.
14 Do you remember that there was also a team based at
15 Merxheim called the inside sales team?
16 A. Yes, I do.
17 Q. What was the nature of your dealings with the inside
18 sales team?
19 A. They would basically act as a sort of inside
20 administrator for work that I was doing with customers
21 in the UK, and they then did the same thing with other
22 countries.
23 Q. When you say inside administrator, what do you mean?
24 What was their function?
25 A. So they would organise samples, they would deal with

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1 correspondence, they would take orders, they would
2 process orders, liaise with customers on deliveries. If
3 I phoned and asked for something, they would generally
4 action it and deal with it directly with the fabricator .
5 Q. I see.
6 Am I right in thinking that your main contact within
7 the inside sales team was Gwenaelle Derrendinger?
8 A. That's right.
9 Q. Again, I'm not sure that I have pronounced her name
10 correctly .
11 A. Yes, that's right .
12 Q. Is it right that if she wasn't available, you would
13 sometimes deal with Marie-Claude Jordan?
14 A. Yes, that's right .
15 Q. Now, Gwenaelle Derrendinger says that her role was
16 largely supporting the sales activities of sales
17 representatives ; is she right about that?
18 A. Yes, she acted as a back-up for us.
19 Q. Did her role involve supplying marketing literature and
20 responding to non-technical queries?
21 A. Yes, I believe so.
22 Q. And also confirming orders?
23 A. Yes.
24 Q. She says in her evidence that she was responsible for
25 supporting Reynobond sales in the UK and other regions

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1 between 2013 and 2016. Is that your recollection? Is
2 she right about that?
3 A. Yes, it is .
4 Q. I want to turn to ask you about products, and just
5 clarify what products Arconic sold.
6 First of all , Reynobond.
7 Now, when we talk about Reynobond ACM, we mean
8 a product made of two metal sheets with a core of
9 a material. Is that, in very general terms, your
10 understanding?
11 A. That's right .
12 Q. For ACM, is it right that the sheet is aluminium, but it
13 could also be zinc or stainless steel or copper, there
14 were other versions of those?
15 A. Yes, there were.
16 Q. They wouldn't be ACM, they might be ZCM.
17 A. That's right .
18 Q. You explain in your statements -- and there is no need
19 to go to them -- that there were various options for
20 Reynobond. I will summarise them and see if we can
21 agree.
22 Is it right , some ACM was used for signage and
23 internal linings ?
24 A. That's right .
25 Q. There was a product called Reynobond 22 made up of two

40

1 0.2-millimetre thick aluminium sheets bonded on either
 2 side of a core; is that right?
 3 A. Yes.
 4 Q. Yes, and then Reynobond 33, which had 0.3-millimetre
 5 thick aluminium sheets bonded to a core?
 6 A. That's right.
 7 Q. Is it right that neither of those products, Reynobond 22
 8 or Reynobond 33, were for use on the external part of
 9 a building?
 10 A. No, they weren't used for any form of architectural
 11 application.
 12 Q. When you say architectural application, I think you mean
 13 rainscreen?
 14 A. Yes.
 15 Q. They were for signage or internal linings, weren't they,
 16 or perhaps corporate identity?
 17 A. Yes, that's right.
 18 Q. In your second statement I think you say you didn't sell
 19 those products ever; is that correct?
 20 A. Yes, I didn't sell those directly. There were other
 21 people doing that.
 22 Q. Did you represent those products and not sell them, or
 23 they just weren't in the ambit of your role?
 24 A. No, I just didn't get involved with them. I would hand
 25 them over to other people to deal with.

1 Q. Right. So you were really involved in Reynobond for
 2 architectural purposes?
 3 A. Yes.
 4 Q. I see. So from now on, having clarified that, when
 5 I talk about Reynobond, I'm going to mean the
 6 architectural product, unless I say otherwise or you
 7 correct me.
 8 A. Okay.
 9 Q. Now, Reynobond for architectural use -- is this
 10 right? -- was referred to as Reynobond or RB 55.
 11 A. Yes.
 12 Q. Am I right, that was made up of two 0.5-millimetre thick
 13 aluminium sheets bonded to a core?
 14 A. Yes.
 15 Q. And the total thickness of Reynobond 55 was variable; am
 16 I right it came in 3-millimetre, 4-millimetre, and
 17 6-millimetre cores?
 18 A. Yes.
 19 Q. Including the core.
 20 Now, you say in your evidence that the standard
 21 thickness for external use on buildings was
 22 4 millimetres, including both sheets and the core.
 23 A. Yes.
 24 Q. And the way that that was recorded internally was
 25 RB 55 4?

1 A. That's right.
 2 Q. So if our panel here sees the expression "RB 55 4" in
 3 any document, am I right that that means Reynobond ACM
 4 with a half-millimetre thick aluminium skin and
 5 an overall thickness, including the core, of
 6 4 millimetres?
 7 A. Yes.
 8 Q. As I understand it -- is this right? -- there may have
 9 been a difference in the choices of coating. Various
 10 documents that we've seen suggest that there were two
 11 kinds of coating: PVDF on the one hand and
 12 Duragloss 5000 on the other; is that right?
 13 A. Yes.
 14 Q. Is it right that PVDF stands for polyvinylidene
 15 fluoride, or is that ... you would have to look it up,
 16 as I did?
 17 A. Yes, I wouldn't be able to confirm that.
 18 Q. Right. Do you know whether it was a membrane or came in
 19 membrane form?
 20 A. No, I believe it was paint.
 21 Q. It was paint.
 22 Would it be possible for customers to order
 23 Reynobond in either coating, either PVDF or
 24 Duragloss 5000?
 25 A. Yes, they could.

1 Q. Now, turning to the cores available for Reynobond, is it
 2 right a customer could either get a PE core or an FR
 3 core?
 4 A. That's right.
 5 Q. As I understand it, the PE core was 100% thermoplastic,
 6 whereas FR was 70% mineral and 30% plastic; is that
 7 right?
 8 A. Yes, I believe so.
 9 Q. Would you refer to the PE core as standard?
 10 A. Yes.
 11 Q. And FR stood for fire retardant?
 12 A. Yes.
 13 Q. That's right.
 14 Can we look at your second witness statement,
 15 please, at page 7 {MET00053162/7}, and I'd like to look
 16 with you, if I can, please, at paragraph 27.
 17 Now, we may come back to this paragraph later, but
 18 just for now I want to look at the last two sentences.
 19 You say there:
 20 "Since my departure from [Arconic] I understand that
 21 it has introduced into its range a third core type, A2.
 22 There may have been versions of an A2 Reynobond product
 23 available toward the end of my time at [Arconic] but
 24 I never sold it."
 25 Now, A2 core -- is this right? -- is 90% mineral

1 wool and 10% plastic.
 2 A. I'm not sure of what the core was made up of, I just
 3 knew that they were looking at a different variety .
 4 Q. Right. Maybe that's something we need to pursue with
 5 Mr Schmidt, since that's something he appears to have
 6 said in his statement at paragraph 17 {MET00053187/7},
 7 but you can't confirm that?
 8 A. No, I can't, I'm sorry.
 9 Q. We may come back to A2 core later to see what further
 10 help you can give on that.
 11 Can I then turn to zinc. There was also a product
 12 which had a zinc skin with a composite core; is that
 13 right?
 14 A. Yes, that's right .
 15 Q. Did you refer to that as ZCM?
 16 A. Yes.
 17 Q. Composite material.
 18 Can we look at Claude Schmidt's exhibit 10, please.
 19 This is at {MET00053157/319}. It's a document you may
 20 or may not have seen before, but let me show it to you.
 21 It's a technical datasheet for zinc composite panel.
 22 If we just look at that page, Ms French, can you
 23 confirm that this is a document you've seen before or
 24 you're familiar with?
 25 A. Yes, I am.

1 Q. Can we go, please, to page 320 {MET00053157/320}. At
 2 the very bottom, up the side — and I'm afraid this is
 3 the case with quite a lot of Arconic documents — right
 4 at the bottom next to "Alcoa Architectural Products" you
 5 will see a date in vertical , do you see, and it says
 6 "08/2014".
 7 A. Yes.
 8 Q. So can we confidently date this document to August 2014,
 9 do you think?
 10 A. I wouldn't be able to say either way. That's what it's
 11 saying on there.
 12 Q. Right. Well, from your experience of dealing with
 13 documents such as this, where we see a date such as
 14 that, can we be confident that that's the date it 's
 15 produced?
 16 A. I would say so, yes.
 17 Q. Right.
 18 If we go back to page 319 {MET00053157/319}, please,
 19 you can see under "Main features", underneath the six
 20 colours at the top, if we can blow up the paragraph that
 21 says "Main features", it says:
 22 "Two pre-weathered zinc skins bonded to
 23 a thermoplastic fire retardant core material."
 24 Then under "Application", you see it says that it 's
 25 a composite material, and underneath that, a little bit

1 to the right , you can see that there is an exploded
 2 version or diagram of the material itself , with
 3 a pre-weathered pair of zinc sheets on the exterior with
 4 an FR core in the middle. You see that?
 5 A. Yes.
 6 Q. Now, you say in your statement that stainless steel ,
 7 copper and zinc had to be supplied only with FR core.
 8 Is that right?
 9 A. Yes, that's my understanding.
 10 Q. Is that confirmed by this datasheet?
 11 A. Yes.
 12 Q. Now, before this datasheet, before 2014, was that also
 13 the case, namely that ZCM only ever came with FR core?
 14 A. Yes.
 15 Q. I see. Do you know why ZCM, zinc composite material,
 16 could only be supplied with an FR core?
 17 A. I don't, no.
 18 Q. Did you ever ask?
 19 A. I possibly did. I can't remember whether I did or not.
 20 Q. Did you ever wonder to yourself why it was that ACM
 21 could come with a fully PE core without any
 22 fire retardancy in it , but ZCM only ever came with an FR
 23 core? Did you ever wonder about that?
 24 A. To be honest, it would have been down to some of the
 25 technical teams to decide those items.

1 Q. Can we go to your first witness statement, please, at
 2 page 2 {MET00019063/2}, and I would like to look in that
 3 with you at paragraph 7. You say there, towards the
 4 bottom of the page:
 5 "By the time I was discussing the Grenfell project
 6 there was an established trend that architects or
 7 designers of buildings were increasingly looking for
 8 exterior material that had a natural look and therefore
 9 natural materials such as ZCM and SSCM (as mentioned
 10 above in paragraph 3) became much more in demand.
 11 I understood that [Arconic] sourced its supplies of zinc
 12 for its RB ZCM from Unicore[sic] Building Products.
 13 Although Unicore had its own natural material range
 14 which it marketed as a solid zinc panel, [Arconic's]
 15 Reynobond ACM range included zinc appearance or finish,
 16 typically described as a zinc 'patina' ACM. However as
 17 a result of the arrangements agreed between [Arconic]
 18 and Umicore, if I received an enquiry for any zinc
 19 finish , or a finish having the appearance of zinc, I was
 20 required to promote the RB ZCM product and not the zinc
 21 patina ACM."
 22 Now, I have read that all to you. Some questions
 23 follow .
 24 Was the Reynobond zinc patina in fact an aluminium
 25 product finished to look like zinc?

1 A. The ZCM was a natural zinc skin, and then there was
 2 an ACM which was an aluminium skin made — painted to
 3 look like zinc.
 4 Q. Right.
 5 Is it right that you were instructed to promote ZCM,
 6 ie real zinc, if a zinc or zinc look was requested?
 7 A. Yes.
 8 Q. So does it follow — is this right? — that if ZCM was
 9 chosen, then the fabric would have to have an FR core?
 10 A. Yes, if it was ZCM.
 11 Q. Yes, if it was ZCM?
 12 A. Yeah.
 13 Q. But if zinc patina ACM was chosen, then the fabric could
 14 have either an FR core or a PE core; is that right?
 15 A. Yes.
 16 Q. Or even, I suppose, an A2 core once it became available
 17 later?
 18 A. That would have been for them to decide at the time.
 19 Q. Yes.
 20 Now, in what circumstances, do you remember, would
 21 your customers be offered the choice between ZCM, which
 22 would only come with an FR core, or zinc patina ACM,
 23 which could come with either?
 24 A. As I say, I wasn't allowed — after the deal had been
 25 done with Umicore, I wasn't allowed to actively promote

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1 the ACM zinc lookalike, so the majority of what we were
 2 offering was ZCM.
 3 Q. But only where the customer asked for real zinc?
 4 A. Yes. So if they wanted a zinc lookalike, I would have
 5 to offer the natural zinc.
 6 Q. Right, I see.
 7 A. That would have been the only thing that they would have
 8 been able to have.
 9 Q. In what circumstances would zinc patina ACM, then, get
 10 to be sold?
 11 A. It was sold early — when I first joined we were selling
 12 it, and then once the development of natural zinc and
 13 the arrangement with Umicore had been done, then we
 14 weren't — we were actively discouraged in selling the
 15 ACM zinc lookalike.
 16 Q. When you were selling zinc lookalike ACM, would the
 17 customers usually be offered a choice between FR and PE
 18 cores?
 19 A. They would have — it would have been a standard core
 20 and that — in the way that they would have ordered any
 21 other Reynobond ACM.
 22 Q. Do you remember when the arrangement with Umicore was
 23 entered into so that if a customer asked for zinc
 24 lookalike or zinc look, you would have to sell them zinc
 25 as opposed to patina?

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1 A. I couldn't answer that absolutely with clarity,
 2 I couldn't answer exactly when that change was made, but
 3 it was — it would have been likely a few — couple of
 4 years into my time with Merxheim, but I honestly
 5 couldn't answer that. I can't remember.
 6 Q. Right. I see. So long before your involvement in the
 7 Grenfell Tower project, then?
 8 A. Again, I honestly can't remember. I want to answer
 9 these questions, but I can't — I honestly couldn't —
 10 I couldn't answer that with proper clarity.
 11 Q. Right, okay. We will come back to the zinc question
 12 later on.
 13 Could Reynolux be coated in the zinc patina colour?
 14 A. I believe so.
 15 Q. So is it right, could Reynolux be sold as a zinc-look
 16 product that had no core?
 17 A. Yes, I would — I believe so, yes.
 18 Q. Yes. So if somebody said, "I want a panel with a zinc
 19 look", would you then tell Robert Campbell that somebody
 20 had asked for something that he might be able to supply,
 21 namely Reynolux?
 22 A. If it was necessary — if it was relevant for what they
 23 wanted to do with it, then yes, I would.
 24 Q. Could Reynolux be used as a rainscreen panel?
 25 A. Not very often. It generally wasn't thick enough.

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1 There were occasions it was done in that thickness, but
 2 it's not very often.
 3 Q. Right. Why is that?
 4 A. I believe it's not thick enough for what they need to do
 5 with the panels.
 6 Q. Right, so —
 7 A. But that's —
 8 Q. I'm so sorry.
 9 A. That's not an area that I — that would automatically go
 10 to other people who were designing the external façades,
 11 but I don't know.
 12 Q. I see.
 13 Now, I want to look at the next question, which is
 14 fabrication.
 15 Can we look at your second witness statement,
 16 please, at page 8 {MET00053162/8}, and I would like to
 17 go to paragraph 29, and also 30 in fact. These are two
 18 quite long paragraphs, so I would like to read them out
 19 so everybody can see and hear what you're saying.
 20 You say at 29:
 21 "29. It is important to note that Reynobond was
 22 supplied as flat sheets of 'raw' material. Alone it
 23 serves no purpose and it must be cut and/or fabricated
 24 by specialist fabricators and then combined with many
 25 other components in order to have any utility.

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1 [Arconic's] customers were either specialist fabricators
 2 who would cut and fabricate the Reynobond, or installers
 3 who would have the Reynobond fabricated and then use it
 4 as part of a rain—screen cladding system.
 5 "30. For the purpose of facades, Reynobond was most
 6 often used by customers to create either rivet or
 7 cassette rain—screen cladding systems. For a rivet
 8 system, the Reynobond sheets would be cut to the
 9 appropriate size by a fabricator and then screwed flat
 10 into the rain—screen cladding system. With a cassette
 11 system, the Reynobond would be formed by a fabricator
 12 into hollow cassettes that would hang from the face of
 13 the rain—screen cladding system. A cassette system
 14 would be more expensive for the end user because it
 15 required more work on the part of a fabricator.
 16 However, how the Reynobond was to be used by a
 17 fabricator was not relevant to [Arconic] in terms of
 18 pricing or sale because [Arconic] simply supplied sheets
 19 of Reynobond product. It did not specify, manufacture
 20 or sell rivet or cassette rain—screen cladding systems."
 21 You say there, among other things, that Arconic only
 22 sells the flat material which must then be fabricated by
 23 a fabricator, for example CEP. Am I right, CEP is
 24 an example of such a fabricator?
 25 A. Yes.

1 Q. You say the mode of fixing, rivet or cassette, isn't
 2 relevant to the pricing of Reynobond.
 3 Can we go to Claude Wehrle's statement, please, at
 4 page 7, and I want to look with you at what he says at
 5 paragraph 26. I'm sorry, it's {MET00053190/7}.
 6 Paragraph 26, just five lines up from the bottom of that
 7 paragraph, he says:
 8 "During my time at [Arconic], and speaking in
 9 general terms based on my limited understanding of how
 10 customers fabricate the product, the proportion of
 11 cassettes to rivet—type products has diminished
 12 substantially in Europe. In the UK, I understand that
 13 architects and planners had a preference for cassettes
 14 on visual amenity grounds for higher—value projects."
 15 Do you agree with Claude Wehrle there that the UK
 16 preferred cassette—fix ACM because it was — I'm
 17 summarising — more aesthetically pleasing?
 18 A. I would say that the work that we were doing, as in
 19 Alcoa/Arconic, in the UK was more cassette than rivet.
 20 Q. So that was your experience —
 21 A. Yes.
 22 Q. — that architects and planners had a preference for
 23 cassettes on aesthetic grounds?
 24 A. Yes.
 25 Q. Even though you have said it isn't relevant for pricing

1 purposes, is it fair to say that you would generally
 2 know how the fixing was proposed for the projects in
 3 respect of which you were selling Reynobond?
 4 A. Not in all cases, no. That would have been down to the
 5 fabricator and the cladding installer would have had
 6 a lot of that detail.
 7 Q. Right. You say not in all cases; I'm suggesting to you
 8 that in general, in the general run of cases, you would
 9 know; is that wrong?
 10 A. Yes.
 11 Q. So you would?
 12 A. Yes, in general — yes, sometimes I would know if it was
 13 cassette, but not in all cases, no.
 14 Q. I understand.
 15 Now, in the case of the supply to Grenfell Tower, to
 16 that project, you in fact had quite a lot of knowledge
 17 about what fixing would be used, didn't you?
 18 A. Yes.
 19 Q. Yes, and we'll come to look at that in detail later on
 20 in your evidence.
 21 Can I then turn to your background and training.
 22 I want to ask you first about your work history. You
 23 say at paragraph 6 of your second statement on page 2
 24 {MET00053162/2}:
 25 "Prior to commencing work at [Arconic] I worked for

1 a small metal distribution company (NB Metals Limited)
 2 based in Welwyn Garden City as a sales representative
 3 selling aluminium extrusions to engineering companies
 4 and steel tool businesses. I was in this role for
 5 approximately two years between 2005 and 2007. Prior to
 6 this I worked for 6 months at Franklin Covey selling
 7 management and leadership training packages. Before
 8 that I worked for ThyssenKrupp for approximately
 9 eight years, again selling aluminium extrusions. My
 10 first job after leaving school in 1983 was working for
 11 Alcan, initially as an administrative assistant but
 12 later as a sales representative selling aluminium
 13 extrusions and sheets to engineers and fabricators.
 14 I do not have any formal relevant qualifications in
 15 relation to the role I had at [Arconic] and was not
 16 required by [Arconic] to obtain any such
 17 qualifications."
 18 So in chronological order — to see if we can
 19 summarise that — you left school and worked for Alcan,
 20 and then became a sales representative selling aluminium
 21 extrusions and sheets; yes?
 22 A. That's right.
 23 Q. And then you worked for Thyssen Krupp, Franklin Covey,
 24 and then at Welwyn Garden City, in each case in sales.
 25 A. Yes.

1 Q. So is it right that you have been in sales for
2 practically your entire career?
3 A. Yes.
4 Q. And save for a few months, I think, which you identify,
5 you I think have always worked selling aluminium
6 products to the construction industry?
7 A. That's right.
8 Q. Now, you say you have no formal —
9 A. No, sorry, not to the construction industry. I've sold
10 aluminium products, but not to the construction
11 industry.
12 Q. To whom would you sell them?
13 A. They were to general engineers and to tool steel
14 companies.
15 Q. Right.
16 A. So just general engineers making widgets and bits and
17 pieces like that, and tool steel companies.
18 Q. Okay.
19 Would you agree that, when you joined Arconic in
20 2007, you had extensive experience in that industry, the
21 industries you have just identified, selling aluminium
22 products?
23 A. In those industries, yes.
24 Q. Given that you were selling or had sold aluminium
25 products for many years before joining Arconic, did you

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1 have any familiarity with fabricators?
2 A. Not the fabricators that we were — I was working with
3 then, no, completely different.
4 Q. I see. What about familiarity with designers working in
5 the construction industry? Did you have any experience
6 of that?
7 A. No.
8 Q. You didn't?
9 A. None whatsoever.
10 Q. When you arrived — well, let me show you your
11 statement. Paragraph 7 of your second witness statement
12 on page 2 {MET00053162/2}, please. I just want to ask
13 you about what happened when you arrived at Arconic.
14 You say in paragraph 7:
15 "My role as [Arconic] was the first time that I had
16 worked with rain-screen cladding facades. There was
17 a short period of cross-over with my predecessor in the
18 role, Colin Southgate, but he had effectively retired by
19 the time I started. I received some contact details and
20 customer files from Colin but nothing else. Shortly
21 after starting with [Arconic], I spent a week at
22 [Arconic's] site in Merxheim, France, where I met
23 various people and learnt about the products produced by
24 [Arconic]."
25 Do I understand correctly from this that you didn't

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1 in fact have a handover from Colin Southgate?
2 A. No, I didn't.
3 Q. Did he give you any information about the products that
4 you were to represent?
5 A. No, I didn't get any.
6 Q. Did he give you any information about the literature
7 that you could use to promote the products that you were
8 to represent?
9 A. I didn't have any literature from him, just some
10 customer files.
11 Q. Did you have a conversation with him about the
12 fire safety of the products that you were to represent?
13 A. No, nothing.
14 Q. Any discussion about fire classification in relation
15 to —
16 A. No, nothing.
17 Q. When you arrived, did anybody ever give you a technical
18 introduction to the products that you were to sell?
19 A. I had an overview of the products, but I wouldn't say
20 that I had an in-depth technical overview, no.
21 Q. Right.
22 Let's look at your second statement, please, at
23 page 4 {MET00053162/4}. You deal with the induction
24 that you experienced when you started at Arconic. It's
25 at page 4, paragraph 15, please. This is under the

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1 heading "Training on Reynobond products", and you say:
2 "When I started work at [Arconic] I attended an
3 induction in Merxheim which included training on every
4 aspect of sales at [Arconic]. This included
5 understanding how the products were manufactured, in
6 which colours, finishes and types the products could be
7 made available, how the sales process worked, what
8 marketing materials were available and so on.
9 "16. On the technical side, I believe that
10 Claude Wehrle explained what the Reynobond product was
11 and how it might be used by customers.
12 "17. This is likely to have included a section on
13 the technical aspects of the products and certifications
14 but I do not remember the details. At some point during
15 my employment Claude explained that customers in the UK
16 might be interested in receiving a copy of the
17 certificate issued by the British Board of Agreement
18 ('BBA') relating to the Reynobond product. I do not
19 remember when this was. As far as I can recall, this
20 was the first time that I had ever heard of the BBA or
21 the certificates that it issues. In the event, the BBA
22 certificate was the only document that most of
23 [Arconic's] customers in the UK ever specifically asked
24 for."
25 Now, you started working, as you told us, I think,

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1 for Arconic in October 2007. How soon after you started
 2 did you go to Merxheim for the week of training you've
 3 identified?
 4 A. It was within the first four to six weeks.
 5 Q. Do I understand from paragraph 15 that I've just read to
 6 you that there was a strong focus on sales in that
 7 training session?
 8 A. Yes, there was.
 9 Q. Did Claude Wehrle explain the BBA certificate for
 10 Reynobond PE 55?
 11 A. I don't remember specifically what -- exactly what was
 12 covered in that training.
 13 Q. Right.
 14 To be fair to you, the BBA certificate at the time
 15 was in the process of being drafted, in the last quarter
 16 of 2007. Do you remember any discussion at that time,
 17 either at this sales induction meeting or later, about
 18 the process of creating the BBA certificate?
 19 A. I honestly can't remember, it's such a long time ago.
 20 Q. Did he mention the BBA certificate at all during the
 21 training session?
 22 A. I honestly can't remember.
 23 Q. Now, let's look and see what he says about the training.
 24 Can we look at his witness statement. That's
 25 {MET00053190/36}, please. At paragraph 124, he says:

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1 "I have also been asked to confirm whether [Arconic]
 2 provides training to its staff and contractors in
 3 relation to the technical performance of its products
 4 including in respect of fire performance. In relation
 5 to [Arconic] employees (and external sales teams) this
 6 training occurs in different forms but includes
 7 information on technical matters being provided to
 8 relevant employees as part of their 'on-boarding'
 9 process. This is usually at least a half-day session
 10 and the content will depend upon the particular role of
 11 the employee, for example, if they were responsible for
 12 sales into France there may be a greater focus on French
 13 related technical certifications."
 14 Now, do you agree with what he said there?
 15 A. Yes, the bones of what he's saying, yes.
 16 Q. Now, you told us that you had no previous background,
 17 when you joined Arconic, with cladding, rainscreen
 18 systems. That's right, isn't it?
 19 A. That's right.
 20 Q. Were you given any additional support to fill the gaps
 21 in your knowledge and experience?
 22 A. No.
 23 Q. So you had to educate yourself on the job, as it were;
 24 is that fair?
 25 A. Yes, it was.

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1 Q. Did anybody give you a focus on UK-related technical
 2 certifications?
 3 A. I don't remember any specifics on UK regulations.
 4 Q. Right. You say you don't remember any; do you mean
 5 you --
 6 A. I don't remember receiving any.
 7 Q. Right.
 8 Can we go back to Claude Schmidt's witness statement
 9 at paragraph 52 at page 17 {MET00053187/17} in the light
 10 of your answer just now.
 11 He says there:
 12 "Training would also be provided for new sales team
 13 members. This would be carried out by Claude Wehrle/his
 14 team, and they would spend time explaining the fire
 15 certifications held and what would need to be provided
 16 to sell product in a particular country."
 17 Do you agree that you had some training on what fire
 18 performance was required to sell Reynobond into the UK
 19 market?
 20 A. I remember having training on the product but I don't
 21 specifically remember receiving fire training on it, no.
 22 Q. Right. So when Mr Schmidt says that Claude Wehrle's
 23 team would spend time explaining the fire certifications
 24 held and what would need to be provided to sell the
 25 product in the UK, you didn't get any training on fire

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1 certifications?
 2 A. I don't remember having any specific training for the
 3 UK.
 4 Q. Right.
 5 Can we then turn to what you did know about selling
 6 to the UK market, and I want to ask you about your
 7 understanding of the product and sales to the UK. I'll
 8 start, I think, with PE sales into the UK.
 9 Is it right that at some point quite early on, you
 10 came to learn that for Reynobond 55 there were different
 11 cores available: PE and FR?
 12 A. Yes.
 13 Q. And specifically, did you understand that the difference
 14 between PE and FR was to do with fire performance?
 15 A. Yes, I did.
 16 Q. Can we go back to your second witness statement at
 17 page 7 {MET00053162/7}, please, and I would like to look
 18 at paragraph 27. Four lines down in paragraph 27, you
 19 say:
 20 "Unless a customer specifically requested an FR core
 21 then I would price a job on the basis of PE which was,
 22 at the time, the standard version of ACM panels
 23 requested by customers in the UK market."
 24 If we go over the page to paragraph 32
 25 {MET00053162/8}, you continue on the same theme. At the

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1 bottom of the page, you say:
 2 "During my time at [Arconic] it was rare for
 3 a customer in the UK to order Reynobond FR. Indeed,
 4 I cannot remember a specific occasion on which I sold
 5 FR, although I cannot say for certain that it never
 6 happened. In other markets, such as Germany,
 7 I understood from [Arconic] sales representatives in the
 8 German market that it was much more usual for customers
 9 to order FR. I do not know the reason for this but
 10 I assume it related to the respective regulatory
 11 regimes."
 12 Just pausing there -- I'm going to come back to the
 13 rest of that paragraph in a moment, if I may -- can we
 14 just look and see what others at Arconic have to say
 15 about selling PE into the UK market, to see if you
 16 agree.
 17 Can we start with Claude Wehrle's witness statement,
 18 {MET00053190/8}, please, paragraph 29. He says there in
 19 the third line:
 20 "I was not aware before the Grenfell Tower fire that
 21 the UK remained as a predominantly PE market, up to and
 22 including 2017. I had no specific knowledge of the UK
 23 market ..."
 24 Now, can we look at Claude Schmidt's statement,
 25 which you have just been looking at, {MET00053187/13},

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1 this is his second statement, paragraph 36. I'm going
 2 to show you what each of these witnesses say about the
 3 UK market. This is Claude Schmidt, page 13,
 4 paragraph 36. He says:
 5 "The figures referred to above [which are sales
 6 figures] are for sales of Reynobond PE, as in that
 7 period, that was what the UK market demanded."
 8 So he says that.
 9 Then if we go to Peter Froehlich's statement,
 10 {MET00053197/9}, paragraph 34, he says at the bottom of
 11 that paragraph:
 12 "At that time of the Grenfell Tower project, based
 13 on my experience and market knowledge, I believe that
 14 the UK was generally a 'PE market' in that most projects
 15 requested PE."
 16 So that's what Peter Froehlich says.
 17 Then if we finally look at what
 18 Gwenaelle Derrendinger says, if we can go to her
 19 statement, {MET00053191/4}, please, I want just to show
 20 you what she says at paragraph 17. She says there:
 21 "Reynobond with a PE core was ordered by and
 22 supplied to CEP for the Grenfell Tower refurbishment.
 23 This was typical for projects in the UK at the time.
 24 The UK was a predominantly PE market, and it was rare
 25 for a customer in the UK to order Reynobond with an FR

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1 core. I do not remember ever specifically being told
 2 this; it was just always the case based upon my
 3 experience. I was not in a position to challenge this
 4 for any particular project as I did not have any
 5 knowledge of the regulatory regime in the UK. Other
 6 countries, such as Germany, were predominantly FR
 7 markets."
 8 Then if we can go to page 9 {MET00053191/9}, please,
 9 paragraph 30.2, she says there, halfway down the
 10 paragraph:
 11 "The system does not provide a default product
 12 specification, and they are input by the relevant sales
 13 representative. For the UK, a primarily PE market,
 14 unless FR had been requested by the customer then any
 15 quotation would be produced using the price for a PE
 16 core. All of the product specifications, including the
 17 core type, were apparent on the face of the quotation
 18 sent to the customer."
 19 Now, I've shown you all of that, and it's quite
 20 a lot to keep in one's head at the same time, but it
 21 looks as if, with the exception of Claude Wehrle, there
 22 was widespread understanding within Arconic that the UK
 23 was a PE market. Was that your understanding?
 24 A. Yes, that is my understanding.
 25 Q. Is it correct that Claude Wehrle didn't know, as he

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1 maintains, as we've shown you, that the UK market was
 2 a predominantly PE market until the fire at Grenfell in
 3 2017?
 4 A. It's difficult for me to answer that question. I don't
 5 know what he would have known or not known. But I would
 6 say that predominantly it was PE.
 7 Q. Are you able to explain Mr Wehrle's professed ignorance
 8 of that fact?
 9 A. I can't. I really -- I honestly can't begin to even
 10 describe -- you know, explain that, no.
 11 Q. No. Given where he sat in the reporting chain, can you
 12 think of any reason why he wouldn't have known, as
 13 everybody else is saying, that the UK was predominantly
 14 a PE market?
 15 A. I honestly can't. I really can't help on that one.
 16 Q. Do we understand it from what I've shown you that you
 17 would automatically sell PE-cored ACM unless you were
 18 asked specifically for an FR core?
 19 A. That's right.
 20 Q. Generally, did customers specifically ask for a PE core,
 21 which is what Mr Froehlich seems to suggest at
 22 paragraph 34, I've shown you, or were they mostly silent
 23 about the core and you would assume that they meant PE
 24 core unless they asked otherwise?
 25 A. It was -- they never generally requested a PE or an FR

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1 core, it was just the market just ordered PE core. The
 2 discussions never came up about requiring anything other
 3 than a PE core.
 4 Q. So do we take it from that answer that they didn't say
 5 anything about the core and you would, by default, sell
 6 them PE?
 7 A. That's right, yes.
 8 Q. Do you know why the UK was predominantly, as people say,
 9 or generally, as people say, a PE market?
 10 A. I don't. I -- you know, looking back now, I don't know
 11 why it was predominantly a PE -- predominantly PE.
 12 Other countries were predominantly PE as well, and
 13 others weren't. So, no, I don't.
 14 Q. What other countries do you recall were predominantly PE
 15 as well?
 16 A. France was -- from what I can understand, took a lot of
 17 PE, as did the UAE, they were predominantly PE as well.
 18 Q. Right.
 19 Now, looking a little bit more closely at this
 20 question, we saw in your statement at paragraph 32
 21 {MET00053162/8} that you thought this was something to
 22 do with the regulatory regime in the UK that permitted
 23 PE to be sold here, but not the regime in Germany,
 24 for example. Is that a fair summary of your evidence?
 25 A. That -- yes, that's my -- that was my understanding.

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1 Q. Did you know what it was about the UK regulatory regime
 2 that explained PE's popularity in the UK but not in
 3 Germany?
 4 A. No, I just felt it was the -- from discussions and
 5 meetings, at sales meetings in Merxheim, it was -- the
 6 German market was tighter in terms of their regulations
 7 than other places.
 8 Q. Right. So you knew it was something to do with
 9 regulation; did you ever ask what it was about
 10 regulation that meant that the UK was a predominantly PE
 11 market?
 12 A. No, not specifically.
 13 Q. Was it ever explained to you in any more detail than
 14 that?
 15 A. No.
 16 Q. Now, you have told us that you understood that the
 17 difference between PE core and FR core was to do with
 18 fire performance. If FR was fire retardant, as it
 19 stands for, did you understand that it was safer from
 20 a fire safety perspective?
 21 A. At the time, I wouldn't have -- I wouldn't have known
 22 that, no. I mean, I do now, I do to a degree now, but
 23 I wouldn't have done at the time, no.
 24 Q. Did you understand that where it was more usual for
 25 customers to order FR, such as in Germany, as you've

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1 identified, that was because the regulatory regime was
 2 tighter there as regards fire safety?
 3 A. Yeah, as I say, I just took it that it would -- they'd
 4 got tighter restrictions there and therefore they had to
 5 do something different.
 6 Q. Just to slightly repeat a question I put to you a moment
 7 ago, did you ever actually question, either to yourself
 8 or with anybody within Arconic, the extent to which
 9 these regimes differed so as to explain the popularity
 10 of PE in the UK but not in Germany?
 11 A. No, I didn't, no, never needed to do that.
 12 Q. Did anybody ever tell you why they thought that the UK
 13 was a PE market?
 14 A. No, not that I recall, no.
 15 Q. In what respect did you understand that restrictions in
 16 Germany, for example, were tighter than restrictions in
 17 the UK?
 18 A. Sorry, could you repeat that?
 19 Q. In what respect did you understand that restrictions in
 20 Germany, for example, were tighter than restrictions in
 21 the UK?
 22 A. It -- there was nothing specific in terms of a single
 23 item, it was just during sales meetings that I know my
 24 colleagues over in Germany were struggling to sell
 25 Reynobond because they didn't have the A2, for example.

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1 So they'd got FR but they couldn't even sell that
 2 because of the regulations in Germany.
 3 Q. Right.
 4 A. But other than that, I didn't really question it.
 5 Q. Do you know, what was the advantage of PE where FR was
 6 available?
 7 A. In terms of the -- why it was always being ordered in
 8 the UK, there are one or two -- there were one or two
 9 things that fabricators mentioned at the time about it
 10 being easier to fabricate, but that was the only
 11 discussions. There was very little discussions about
 12 the differences in cores and why one would be ordered
 13 and not the other.
 14 Q. I'm just wondering why Arconic sold PE at all when it
 15 could sell FR, which was, by definition, safer from
 16 a fire safety perspective?
 17 A. I -- that's not a question that I asked. It's not
 18 something that I would have been involved in, those
 19 discussions. That would have been for Merxheim.
 20 Q. Right. Did you ever wonder or ask anybody why it was
 21 that not all customers ordered FR if it was safer,
 22 regardless of the respective regulatory regimes?
 23 A. I can't remember specifically, but I'm -- you know,
 24 I possibly had conversations. As I say, I know that
 25 certain fabricators from various countries preferred the

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1 PE because it was easier to fabricate than an FR core.
 2 Q. When you say easier to fabricate, can you expand? In
 3 what way easier to fabricate?
 4 A. It was quicker, it wasn't so difficult, but that's just
 5 general comments that — that's not my own experience of
 6 that, it's just comments from other fabricators that
 7 I've heard of.
 8 Q. Presumably — is this right? — the ease or difficulty
 9 of fabrication as between PE and FR would apply whether
 10 one was in Germany or Spain or the UK.
 11 A. That's right.
 12 Q. So that can't explain, can it, why the UK was
 13 a predominantly PE market?
 14 A. That's — I'm — I don't — I can't answer that, I can
 15 just say that that's some of the questions that —
 16 that's some of the responses we were getting from
 17 fabricators. But I believe that was from other places,
 18 not just the UK.
 19 SIR MARTIN MOORE—BICK: Excuse me, Mr Millett.
 20 Ms French, just help me with this: can you remember
 21 whether there was a significant price difference between
 22 PE and FR cores?
 23 A. There was a price difference between FR and PE, but
 24 whether I could term it as significant — but there was
 25 definitely a difference between the two.

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1 SIR MARTIN MOORE—BICK: Can you recall in percentage terms
 2 roughly what it was?
 3 A. Not in percentage terms, but I would say somewhere
 4 around about €€4/5 a square metre difference, per
 5 square metre.
 6 SIR MARTIN MOORE—BICK: When you heard that it might affect
 7 the ease of fabrication, did anyone indicate that that
 8 might affect the cost of fabrication?
 9 A. No, that wasn't suggested.
 10 SIR MARTIN MOORE—BICK: All right.
 11 Yes, thank you very much.
 12 MR MILLETT: We will come to some of the price differentials
 13 later on in your evidence.
 14 Can I just focus for a moment on the regulatory
 15 regime.
 16 We asked Mr Blades, Geof Blades of CEP, about why
 17 PE—core ACM was even offered for use over 18 metres
 18 where FR was available. I'm not going to take you to
 19 his evidence, that's at {Day41/44:22} to {Day41/45:10}.
 20 My question is: can you answer that question, why it
 21 is that PE—core ACM was offered for use at height, in
 22 other words over 18 metres, where FR is available?
 23 A. That would have been down to the other people within the
 24 chain of construction. That's not, you know — we
 25 provided a BBA certificate, I provided all the

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1 information that was needed. It would have been for
 2 other people to decide whether that was a suitable
 3 product.
 4 Q. Right.
 5 On the Chairman's question, was the driver here in
 6 the choice price—based, or was this —
 7 A. I can't — all I can say is that there was a difference
 8 between FR and PE. I couldn't say whether that's what
 9 was driving that particular decision on any specific
 10 project.
 11 Q. Thank you. Now, as I say, we'll come back to look at
 12 some of the economics later on.
 13 Can I then ask you about class 0, or class O, as
 14 I think some people refer to it.
 15 Can we look first at {ARC00000626}. What will
 16 appear on the screen is a piece of product literature
 17 from 2005. I'm putting that to you because if you
 18 scroll down to the bottom of the page, on page 1 there,
 19 you will see a date in the bottom left—hand corner,
 20 "Status 01/05".
 21 Just going back to the top of the document, my first
 22 question is: is this a document you recognise, given
 23 that it pre—dated your — you do?
 24 A. Yeah.
 25 Q. Yes. Is it a document that you would have used in your

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1 function at Arconic in the early days of your time
 2 there?
 3 A. Yes, I would have done.
 4 Q. You can see that it's product information about
 5 Reynobond, and you can see on page 1, under the
 6 description, it says:
 7 "REYNOBOND is a composite panel consisting of two
 8 coil coated aluminium sheet permanently bonded to an
 9 extruded thermoplastic compound core material."
 10 Do you see that?
 11 A. Yeah.
 12 Q. It goes on below that to say that it's available in PE
 13 and FR.
 14 Just on the initial description in the first
 15 paragraph there, there is no reference there to the fact
 16 that Reynobond comes in a rivet and a cassette—fixing
 17 variant, is there?
 18 A. No.
 19 Q. Do you know why that is?
 20 A. No, I don't.
 21 Q. If we go to page 3 {ARC00000626/3}, in the column on the
 22 right—hand side there is a heading, "Fire tests", and if
 23 we could have that just expanded a little bit, please,
 24 you will see that it says:
 25 " ■ Great Britain:

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1 "REYNOBOND PE:
 2 "BS 476 — unframed panels.
 3 "— BS 476, Part 6: Class 0.
 4 "— BS 476, Part 7: Class 1.
 5 "REYNOBOND FR:
 6 "— BS 476, Part 6: classified.
 7 "— BS 476, Part 7: class 1."
 8 Now, you were familiar with this document, as you
 9 have told us. Is it a document that you provided to
 10 customers?
 11 A. I believe I had done on some occasions, yes.
 12 Q. On what occasions do you remember you would customarily
 13 provide them to customers?
 14 A. If somebody had asked for general product information on
 15 Reynobond, then I would have — there was generally
 16 information that I would have sent them.
 17 Q. You can see, if we just go back to it, that it only
 18 presents national classes, and you can see you have the
 19 Great Britain classes there for both PE and FR and the
 20 British Standards, and under France you have
 21 Reynobond PE classified M1, Germany PE normal
 22 inflammable B2, et cetera.
 23 Do you know — well, was there a document that you
 24 also had that presented Euroclasses, the European
 25 classifications ?

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1 A. There were documents that were European documents, yes.
 2 Q. Is that so at the time you were using this document?
 3 A. Erm ... sorry, just explain that — explain what you're
 4 asking me again.
 5 Q. Yes, I will. I will put it slightly differently.
 6 When customers asked you a question which meant that
 7 you gave them this document showing the
 8 national classes, did you also offer them a document
 9 showing them European classes?
 10 A. I wouldn't have normally, unless they'd specifically
 11 asked me for the European documents.
 12 Q. If you go to page 4 {ARC00000626/4}, you will see that
 13 this document also refers to two sets of French — this
 14 is the middle of the page on the left-hand side, under
 15 "Other certifications" — tests for Reynobond cassette
 16 system "Avis Technique" from CSTB, and then for
 17 Reynobond riveted system, also "Avis Technique", you see
 18 those two tests.
 19 Did you know that those variants, cassette and
 20 riveted, were the subject of different Euro fire testing
 21 in 2005?
 22 A. At the time, no, I wouldn't have done.
 23 Q. Right. Do you know why this document didn't mention
 24 that fact?
 25 A. No, I don't.

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1 Q. Now, before I ask you a little bit more about that,
 2 which I will do, I want to just show you another
 3 document.
 4 Can we go to {CLG00000224}.
 5 SIR MARTIN MOORE—BICK: Mr Millett, are we about to go to
 6 a different subject?
 7 MR MILLETT: Well, I was just looking at the clock. I think
 8 in fact we probably are. It's as good a time as any to
 9 stop for lunch.
 10 SIR MARTIN MOORE—BICK: Yes?
 11 MR MILLETT: It probably doesn't much matter whether I ask
 12 this question before or after lunch.
 13 SIR MARTIN MOORE—BICK: Perhaps you could ask it after lunch
 14 in that case.
 15 Ms French, we would normally break now so that
 16 everyone can get some lunch. I'm sure you'd like to get
 17 some lunch as well, so we will do that.
 18 Please remember not to talk to anyone about your
 19 evidence or anything related to it.
 20 We will resume, please, at 2 o'clock. All right?
 21 THE WITNESS: Thank you, sir.
 22 SIR MARTIN MOORE—BICK: Good, thank you very much.
 23 (1.01 pm)
 24 (The short adjournment)
 25 (2.00 pm)

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1 SIR MARTIN MOORE—BICK: Good afternoon, everyone. We are
 2 now ready to continue taking evidence.
 3 Ms French, can you see me, can you hear me?
 4 THE WITNESS: Yes, I can, thank you, sir.
 5 SIR MARTIN MOORE—BICK: Good, thank you very much, and you
 6 are ready to carry on?
 7 THE WITNESS: Yes, thank you.
 8 SIR MARTIN MOORE—BICK: Thank you.
 9 Yes, Mr Millett.
 10 MR MILLETT: Thank you very much.
 11 Welcome back, Ms French.
 12 I would like to ask you about Approved Document B
 13 now, please, which is at {CLG00000224/97}.
 14 Now, I'm going to ask you some questions about this,
 15 but in fairness to you, I do understand and we have
 16 noted your evidence in your statements that you didn't
 17 have a detailed understanding of these
 18 Building Regulations. Just confirm for us, is that
 19 correct?
 20 A. Yeah, that's correct.
 21 Q. In general terms, had you ever seen or did you ever see
 22 this document during the time you were working for
 23 Arconic?
 24 A. No, I didn't.
 25 Q. Had you heard the phrase "Approved Document B" during

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1 the time you were working for Arconic?
 2 A. I don't -- no, I don't recall I had.
 3 Q. It may not matter very much, if we look at page 97 you
 4 can see something called diagram 40. I'm going to
 5 assume that you had during your time at Arconic never
 6 seen this diagram before; is that right?
 7 A. No, I hadn't.
 8 Q. Right. Even today, have you ever seen it before?
 9 A. I have now, by I hadn't at the time.
 10 Q. Right. So, just to be clear, you say you have now; you
 11 don't mean just now, but before you've come to give
 12 evidence?
 13 A. Sorry, yes, in the last -- well, since this happened,
 14 then yes, I have seen it since, but not before.
 15 Q. If you look at the bottom row of diagrams on that page,
 16 you can see that they're listed "d. ANY BUILDING",
 17 "e. ANY BUILDING", and the bottom row of diagrams is
 18 buildings over 18 metres, and if you match the darker
 19 shading to the key at the side, you can see that there
 20 is a reference to "Class 0 (national class)", second box
 21 down on the right-hand side. Can you see that?
 22 A. Yes.
 23 Q. We've now seen references to class 0 in two documents
 24 already in this evidence you're giving today.
 25 When you were working for Arconic, did you know what

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1 class 0 national class meant?
 2 A. Not in its truest technical terms, no. I knew it was
 3 covered on a BBA certificate, and that's pretty much my
 4 understanding of it at the time.
 5 Q. To the extent of your understanding, what did class 0
 6 mean?
 7 A. It meant that it was a classification for fire and it
 8 was more spread of fire, but that would have been my
 9 limited understanding of it.
 10 Q. What did you understand at the time that it signified to
 11 customers?
 12 A. That our BBAs covered was -- the BBA was to a class O
 13 and therefore it fell within the necessary regulations.
 14 Q. Leaving the BBA out of it for the moment, just taking
 15 the expression "class O", as you call it, class 0 as
 16 I think it is, what did you understand that meant to
 17 a customer reading it or reading it in a document?
 18 A. That they could use it within necessary buildings over
 19 here.
 20 Q. When you say "necessary buildings over here", what do
 21 you mean?
 22 A. That it could be used on buildings in the UK.
 23 Q. Any building?
 24 A. Yeah, again, I would have -- I wouldn't have -- I didn't
 25 know -- have any understanding of that particular

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1 knowledge at the time. So, yes, I would have thought --
 2 I would have said that.
 3 Q. Right. Did you understand at least this much: that it
 4 was relevant to fire performance?
 5 A. Yes, I did.
 6 Q. What was its relevance to fire performance that you
 7 understood?
 8 A. I can't explain exactly, it's not something that was --
 9 it's not something that I ever really had any
 10 discussions with anybody about, was fire performance on
 11 individual buildings. If I was asked for information,
 12 I would have passed it on. It's not something I had
 13 conversations with. So I didn't look into a lot of the
 14 detail on it and I didn't understand a lot of it.
 15 Q. Did you understand that it indicated performance under
 16 or according to a British Standard?
 17 A. Again, it was more to do with the fact that it was on
 18 a BBA document rather than a Document B. So I -- yes,
 19 I knew it was the -- related to a fire classification,
 20 but much more than that, no, I didn't have any more
 21 understanding of it.
 22 Q. Right. When you say it was related to a fire
 23 classification, can I just be a little bit specific: did
 24 you understand that when the phrase class 0 or class O,
 25 as you put it, appeared, it indicated or was supposed to

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1 indicate that the product had been tested to standard
 2 BS 476-6 and 7?
 3 A. I wouldn't necessarily have known that specifically. If
 4 somebody had asked me that at the time, you know, back
 5 when I was with the company, I wouldn't know --
 6 I wouldn't have been able to answer that question.
 7 Q. Were you ever asked by customers if Reynobond PE 55 was
 8 class 0?
 9 A. Erm ... I possibly was. Again, I can't recall exact
 10 conversations or times or events that that question was
 11 asked, but yes, I probably was asked that.
 12 Q. What would you answer, to the best of your recollection?
 13 A. I would have sent them a copy of the certificate, the
 14 BBA certificate, so that they could make their own
 15 conclusions as to whether it was suitable for them or
 16 not.
 17 Q. But if somebody said to you, Ms French, "Is Reynobond
 18 PE 55 class 0 or class O?", what would you have
 19 answered?
 20 A. I would have said yes, it was.
 21 Q. Can we then, sticking with this document on the screen,
 22 look, please, at diagram 40. Again, you can see at the
 23 bottom there are some notes. I'll come back to the
 24 notes in a minute. But the box on the right-hand side
 25 says:

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1 "Class 0 (national class) or class B—s3, d2 or
2 better (European class)."
3 Now, when you were working for Arconic, did you know
4 anything about European fire testing or European fire
5 classification for products?
6 A. No, I knew that obviously Reynobond had European
7 classification certificates for various things, but
8 again, I wouldn't have studied them or necessarily taken
9 note of them.
10 Q. Well, we will explore in due course what exactly you did
11 know about Reynobond having European fire classification
12 for certain products, but let's approach it a little bit
13 more slowly.
14 During your time at Arconic, had you heard about or
15 of the European EN 13501 classification regime?
16 A. I was — I'd heard of it.
17 Q. Had you heard about class A to class E being the range
18 of classifications within that regime?
19 A. I would have been aware of that terminology, yes.
20 Q. How would you have become aware of that —
21 A. Just through — sorry, just through conversations of
22 hearing other people talking about it and seeing it on
23 certain documents.
24 Q. I see. Did you ever have any formal training or
25 induction or education about that regime and those

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1 classifications within it?
2 A. No, I don't believe so.
3 Q. Now, sticking with the document on the screen,
4 diagram 40, please, within Approved Document B, if we
5 can just go back to that, you can see that the
6 European class referred to there is B.
7 Did you understand that, in order to obtain
8 a class B under the European system of testing, it would
9 have had to be tested in a façade build-up of some kind?
10 A. No, I wouldn't.
11 Q. Would you understand that the cladding would have to be
12 set up in a rivet fix or a cassette fix with a wall and
13 an insulation? Did you understand that?
14 A. No, I wouldn't have been involved in any of that.
15 Q. If we look at the note, it says, note 1:
16 "The national classifications do not automatically
17 equate with the equivalent European classifications."
18 Did you understand that, at least as a general
19 principle?
20 A. Yes, I knew that people in the UK only wanted to see the
21 relevant UK documentation and not European certificates.
22 Q. Right. Did you have any understanding about whether
23 class 0 was equivalent to class B or not equivalent to
24 class B?
25 A. No, I had no knowledge of that.

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1 Q. Again, that's a topic we'll come back to in a bit more
2 detail later, just to flag that up with you.
3 In the meantime, let's look at some product
4 literature, shall we? Let's go to {CEP00061423}.
5 Now, this is an iteration of Arconic's "Discover new
6 perspectives" brochure, and we believe, looking at it,
7 that it's dated 2008, and I'll show you that in
8 a moment.
9 Before I do, are you familiar with this document?
10 A. Yes, I am.
11 Q. Would you have distributed this kind of document to your
12 customers, do you think?
13 A. Yes, I have.
14 Q. Can we go to page 16 {CEP00061423/16}. We can see at
15 the very bottom on the left—hand side, up the side,
16 there is a date. At the very bottom on the left, up the
17 side, there is a date which says "08". In fact, it's
18 not actually that way round. It says "BARC—RBAR—GB08".
19 It's quite hard to read.
20 Can you help us whether that signifies the date of
21 issue of this document?
22 A. I — yeah, I mean, I can't barely see it, it's sort of
23 cut halfway off, but I think it was, yes.
24 Q. Trying it a different way: was this the kind of document
25 that you would have been using to distribute to your

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1 customers fairly early on in your career at Arconic?
2 A. Yes.
3 Q. If we go to page 13 {CEP00061423/13}, back a few pages,
4 please, and track to the right—hand side of the
5 document, you can see that there is a table. The table
6 at the top of the page is called "Certification", and
7 immediately underneath that is "Fire Certification
8 Europe". Underneath that, on the very first line, it
9 says "Europe", and then "Reynobond: PE", and then there
10 is a classification, B—s2, d0, certification number
11 RA 05—0005a, and the testing organisation is CSTB. Can
12 you see that?
13 A. Yes.
14 Q. In the next line it says "Europe", "FR" for Reynobond,
15 and underneath certification, class B—s1, d0,
16 certification number RA 07—0177, CSTB.
17 Now, if you skip down to the UK entries, just beyond
18 France and Germany there, you can see UK, PE, two
19 classifications there under BS 476—6 and 7, class 0 and
20 class 1, and then for FR the same again. So there are
21 four entries: two for PE, two for FR there.
22 Do you see that?
23 A. Yes.
24 Q. They are certified as numbers 70707 and 70708, and all
25 four are done at Warrington Fire Research as the testing

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1 organisation. I've shown you that.
 2 Now, my question is, first: were you familiar with
 3 this part of the document or something like it when you
 4 were disseminating it to your customers?
 5 A. Yeah, I would have seen it. I wouldn't necessarily have
 6 understood the technicalities of it, but I certainly am
 7 familiar with the set-up of it.
 8 Q. Does that tell us that at the time you were using this
 9 document, you appreciated that Arconic was making claims
 10 about the fire performance of Reynobond PE and FR in
 11 terms of the European classification regime as well as
 12 the UK regime?
 13 A. I wouldn't have had any reason to have questioned it.
 14 It would have been a document -- I didn't have enough
 15 knowledge about the industry, as explained, so
 16 I certainly wouldn't have been in a position to question
 17 anything that was being provided.
 18 Q. No, what I'm really trying to get at is, given that this
 19 was a document you would have used with your customers
 20 at this time, did you appreciate that Arconic was making
 21 representations to its customers not only about the
 22 national fire performance classifications, but also
 23 about fire performance of Reynobond PE and FR in
 24 European terms?
 25 A. Well, as I say, I wouldn't have -- if that's what they

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1 would say, if that's what was in the documentation,
 2 I wouldn't have had any question -- any reason to
 3 question it.
 4 Q. Right.
 5 Did customers in the UK ever ask you about European
 6 classifications?
 7 A. They possibly did, and again, I would have immediately
 8 referred them to some of the product information sheets,
 9 the datasheets, or sent them copies of the BBA.
 10 Q. Would you have referred them to this list of
 11 certifications?
 12 A. Not necessarily in that brochure, but the information
 13 would have been in other documents.
 14 Q. Can we take it from this document, and the fact that you
 15 were using it to disseminate it among your UK customers,
 16 that your UK customers were interested not only in the
 17 national class certifications for fire but also the
 18 European classifications for fire?
 19 A. I wouldn't be -- I couldn't say whether they would have
 20 been or not. As I said earlier, I'm familiar with the
 21 terminology, but it's not something that I would have
 22 had a conversation with any customers about. I don't
 23 recall conversations with them about European
 24 certification.
 25 Q. Do you remember who gave you this document to use with

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1 your UK customers?
 2 A. I would -- I mean, I would assume it's come from our
 3 marketing team.
 4 Q. Who specifically within your marketing team would you
 5 have given you this document for you to disseminate
 6 among your UK customers?
 7 A. I can't remember who would have been doing it at the
 8 time in -- when it was first issued in 2008 or 2009,
 9 I can't remember who was there. Er ... I can't
 10 remember -- there was a lady there that was running the
 11 marketing for Alcoa at the time, but I can't remember
 12 her name.
 13 Q. Justine Boyelle?
 14 A. No, she wasn't there when I was there.
 15 Q. Did it strike you as odd that you were being given
 16 a document like this to disseminate and use with your UK
 17 customers which had not only UK national class fire
 18 certifications on it but also the European fire
 19 classifications?
 20 A. It never occurred to me. It genuinely didn't occur to
 21 me. As I say, I wouldn't -- I didn't have enough
 22 technical knowledge or background of the industry even
 23 to have known whether the information that was in there
 24 was right or wrong, so I wouldn't have questioned it.
 25 Q. Can we go to your second statement, please, at page 5,

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1 {MET00053162/5} and I would like to just show you what
 2 you say at paragraph 20. You say there:
 3 "I do not recall ever being trained on any specific
 4 requirements for the UK, neither do I recall ever
 5 hearing about specific requirements in respect of
 6 buildings higher than 18 metres. This did not come up
 7 in my discussions with Colin Southgate and neither do
 8 I recall it being discussed during my induction, at the
 9 annual sales meetings or at any time during my tenure
 10 with [Arconic], whether internally or with the various
 11 customers with whom I dealt. Those customers were
 12 usually industry specialists and architects who I expect
 13 to know much more about building regulations and any
 14 associated requirements than me."
 15 Is it right that you had at least some knowledge of
 16 what you could sell, what you were allowed to sell to
 17 the UK in order to do your job?
 18 A. Well, my knowledge on the technical side was very
 19 limited, as I say. I was basically taking that the
 20 product that I was being given to go and promote and
 21 market in the UK was suitable for the UK market, and so
 22 I had never had any reasons to question that. I didn't
 23 have the background and the technical knowledge to
 24 question it any further.
 25 Q. When you say you were taking that the product to promote

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1 and market in the UK was suitable for the UK market, was
 2 that so regardless of the height of the building?
 3 A. Yeah, again, I never — I didn't have conversations with
 4 customers about the height of buildings or the height it
 5 was being used in, you know, I was so much further away
 6 from a lot of those conversations that would have been
 7 taking place with other people within the chain.
 8 Q. I see. So do we take it from that that at no stage when
 9 you were selling Reynobond 55 PE into the UK market were
 10 you aware of any restriction or qualification on the use
 11 of that product at height, in other words above
 12 18 metres?
 13 A. No, I was not aware that there was restrictions.
 14 Q. Right.
 15 If you had no understanding of the requirements of
 16 the UK regulations, how did you know that it was
 17 acceptable to sell PE-cored Reynobond 55 in the UK
 18 market regardless of height?
 19 A. Well, as I just explained, it — you know, I'm working
 20 for an organisation like Alcoa, I'd just taken it
 21 that — I didn't even question, it didn't even enter my
 22 head that it was or wasn't suitable. As far as I was
 23 concerned, it was a product that had been used, they
 24 were a big, known company, and therefore it was all
 25 perfectly suitable for what I need — for what it needed

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1 to do in the UK.
 2 Q. Right.
 3 Now, can we turn to the question of combustibility
 4 of PE. Can we stay in your second statement but go to
 5 page 7 {MET00053162/7}, please. I would like to look
 6 with you at paragraph 28. At paragraph 28 you say —
 7 and it's quite a long paragraph. There is a particular
 8 part of it I want to ask you about, but I should give
 9 you the whole thing. You say:
 10 "The vast majority of the questions that I received
 11 related to the aesthetics and appearance of the product,
 12 typically colour and finish, rather than technical
 13 performance characteristics. The decision as to whether
 14 to opt for PE or FR core was made by the customer on the
 15 basis of the specification to which they were working.
 16 Save for explaining to a customer that there were PE and
 17 FR variants of Reynobond available, I did not, nor was
 18 I in a position to, advise customers on the specific
 19 fire performance differences between PE and FR. I do
 20 not recall ever advising a customer that they needed
 21 a PE or FR core during my time at [Arconic]. Of course,
 22 I appreciate that PE was plastic and was and is
 23 flammable, that would have been obvious to anyone but PE
 24 product was regulated and accredited by external
 25 accreditation bodies, for example, the BBA. I also

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1 understood that FR provided additional resistance to
 2 fire, that was obvious from the name. If a customer
 3 were to ask me about the detailed technical differences
 4 I would have referred the query to the Technical Sales
 5 Support Team. This team was available to provide
 6 technical support and assistance to customers and to the
 7 sale representatives."
 8 I don't think I need the rest.
 9 Just to be very clear, is it right that you
 10 understood that PE, polyethylene, was a combustible
 11 material?
 12 A. I understood that it wasn't as fire retardant, yes.
 13 Q. Well, did you understand that it was a combustible
 14 material?
 15 A. I would — at the time, again, it's not something that
 16 would have been part of the process of what I was going
 17 through, the thinking, so ... I mean, when you look back
 18 on it, yes, it's combustible, but I wouldn't have
 19 known — I didn't think of it in that way at the time.
 20 Q. You say in the middle of the statement, and I read it
 21 slowly, that you "appreciate that PE was plastic and was
 22 and is flammable, that would have been obvious to
 23 anyone". Just to be clear, I'm just putting to you
 24 whether you understood that PE was a combustible
 25 material or, if you like, a flammable material?

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1 A. Yes.
 2 Q. Now, you had no knowledge of cladding, as you told us,
 3 before you joined Arconic, did you?
 4 A. No, I didn't.
 5 Q. And you say it would have been obvious to anyone that PE
 6 was, using your word, flammable. Was it obvious to you,
 7 when you joined Arconic and started marketing Reynobond
 8 PE, that it was flammable or did somebody tell you that?
 9 A. It probably wouldn't have been obvious to me at the
 10 time, it would have come from somebody else or general
 11 discussions.
 12 Q. Right. So it would have come from somebody else or
 13 general discussions. Do you remember having a general
 14 discussion, or even a specific discussion with
 15 a particular person, about the combustibility
 16 characteristics of a PE core?
 17 A. I can't recall specific discussions and conversations
 18 about it, either — no, I can't remember specifics in
 19 that sense.
 20 Q. So when you say "it would have been obvious to anyone"
 21 in your statement, is that really right?
 22 A. Erm ... it's difficult when — you know, obviously very
 23 aware of it now. I mean, a lot of people are very aware
 24 of flammable materials now where they weren't
 25 necessarily back in — back then. But, as I say,

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1 specifically , I don't know whether I was given that
 2 guidance or whether I heard about it in general
 3 discussions .
 4 Q. Really what I'm getting at is whether your statement is
 5 correct when you say that it would have been obvious to
 6 anyone that the PE product was flammable.
 7 Was it something that you immediately observed for
 8 yourself , without having to be told that , because it was
 9 obvious , or did you have to be told that by somebody in
 10 order to know it?
 11 A. Well, I think the nature of polyethylene would have been
 12 that it was flammable, or more flammable.
 13 Q. Maybe that's right, but what did you know yourself? Did
 14 you understand from the start that Reynobond PE 55 had
 15 a flammable core, or was that something that you had to
 16 be told by somebody else in order to know it?
 17 A. I was probably told that by somebody, it's not something
 18 I would have known myself.
 19 Q. So when you say in your statement that it would have
 20 been obvious to anyone -- this is why I'm asking you --
 21 is that really correct?
 22 A. Well, as I say -- so, yes, I probably had somebody tell
 23 me.
 24 Q. Right. So when you say in your statement "that would
 25 have been obvious to anyone", is that right? Was it

1 obvious to anyone or was it something that you had to be
 2 told?
 3 A. I think if you were in the industry it probably was very
 4 obvious to everybody, but not -- as I say, it would have
 5 been very -- it would have been clearer to me after
 6 a few months of being with the firm, but not necessarily
 7 immediately straight -- as soon as I joined them.
 8 Q. Right.
 9 Did you ever have any discussion with any of your
 10 customers about the combustible nature of polyethylene
 11 as the core of Reynobond 55?
 12 A. I -- again, I was there quite a long time and the
 13 subject of fire was becoming more relevant during
 14 probably 2013/14, but certainly not at the very
 15 beginning, no.
 16 Q. Yes, we'll come to those years later on.
 17 Are you telling us that there came a time during
 18 your employment at Arconic when the combustible nature
 19 of the polyethylene core to Reynobond 55 was the subject
 20 of specific discussion between you and customers?
 21 A. Yes, it -- there was more conversations, more awareness
 22 being talked about of it than -- in the market generally
 23 than when I first joined them.
 24 Q. Can you remember which customers you discussed the
 25 combustible nature of polyethylene core with at any

1 time?
 2 A. I can't be specific . It would have been one of our
 3 regular fabricators . We only worked with a small group
 4 of fabricators , so it would have been -- potentially it
 5 would have been one or two, a couple of those maybe.
 6 Q. What was the context in which you had those discussions,
 7 do you remember?
 8 A. I can't remember. There was some discussions about
 9 other fires that were happening later on in -- again,
 10 I'm not too sure of the date, 2013/14, and there was
 11 some discussions about that, but I don't recall
 12 specifics .
 13 Q. Now, we asked Geof Blades of CEP about this subject and
 14 he told us that he'd never discussed the flammability of
 15 PE with you. Is that right?
 16 A. Again, I can't answer that specifically , but I don't
 17 recall having discussions with them about it.
 18 Q. Right. Just for our record, that's the reference at
 19 {Day41/39:8-10}, where he said he never had a discussion
 20 about the flammability of PE with you, and I think you
 21 have confirmed that.
 22 It's right , isn't it , that CEP was a key fabricator
 23 for Arconic; yes?
 24 A. They were one of our fabricators, yes.
 25 Q. Yes. I asked you whether they were a key fabricator;

1 you say they were one of them, one of a small number; is
 2 that --
 3 A. One of a small number of fabricators, yes.
 4 Q. Is it right that you really did never talk about the
 5 combustible nature of PE with Geof Blades or anybody
 6 else at CEP?
 7 A. Not that -- I don't recall having any of those
 8 discussions . The flammability of ACM was just not
 9 discussed. It's not something that was brought up in
 10 general conversations.
 11 Q. Can we look at your exhibit DF5, then, please, and go to
 12 pages 48 and 49. This is at {MET00053173/48}, and
 13 I would like to start at the foot of the page,
 14 Ms French, please, with an email from a person called
 15 Rica dela Cruz of Arup on Monday, 12 September 2011 to
 16 you, "RE: Stainless steel composite panels".
 17 If we please go to the top of page 49
 18 {MET00053173/49}, we can see that they ask you this:
 19 "Debbie,
 20 "Thanks for looking into this . Could you please
 21 provide me with some technical details regarding the FR
 22 core particularly how it compares to the PE core. We
 23 would like to make sure that we can specify this without
 24 problems.
 25 "Looking forward to hearing from you soon."

1 Now, that's the question that you were asked.
 2 If we go back to page 48 {MET00053173/48} we can see
 3 that you send the email on to Claude Wehrle on Thursday,
 4 15 September 2011, and you say:
 5 "Hi Claude
 6 "Have these two documents showing the details of FR
 7 and PE core are they something I can send out to
 8 customers (see email below) I am unsure as they give
 9 a lot of detail !!
 10 "Could you let me know and if we can't do you have
 11 any other documents that I can supply Arup please."
 12 His response to you on 23 September 2011 is:
 13 "OH MY LORD!!!"
 14 In capital letters , bold, three exclamation marks:
 15 "Where do you get that from???"
 16 "For sure you're NOT [capital letters, bold] allowed
 17 to diffuse to the customer those documents.
 18 "The best way to answer is to speak about difference
 19 of fire classification on the panels containing FR
 20 compared to those ones containing PE."
 21 Then if we scroll up a little bit higher, Mr Wehrle
 22 comes back to you, he sends you another email, it looks
 23 like , on the same day, 23 September 2011, saying:
 24 "FR core is done with 30% organic part and 70%
 25 mineral part.

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1 "PE is only organic.
 2 "As organic is the material that is going to burn in
 3 case of a fire , FR is better."
 4 Now, it's clear from this, and do you accept, that
 5 at this stage, September 2011, you knew, even if only
 6 from this exchange, that there was a different fire
 7 classification for FR from that which applied to PE?
 8 A. Yes.
 9 Q. And you discovered, presumably, from this email run from
 10 Claude Wehrle, that PE would burn.
 11 A. Yes.
 12 Q. If you had to have this explained to you by
 13 Claude Wehrle, wouldn't it follow that your own
 14 customers would need to have it explained to them in
 15 turn?
 16 A. Yes, they would have done.
 17 Q. Did you ever explain to your customers in terms that PE
 18 would burn?
 19 A. I don't recall specifically explaining that to them.
 20 Q. Was that not something that you felt it important to
 21 explain to your customers?
 22 A. It's not something I explained to them. If I'd been
 23 asked the question, I would have explained it, or
 24 I would have sought the right information to go and be
 25 able to explain it to them.

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1 Q. What did you understand from Mr Wehrle's email about how
 2 PE would burn if ignited?
 3 A. I can't remember, I don't -- I can't remember what the
 4 events of the conversation were after that string of
 5 emails.
 6 Q. We can see the terms or tone in which Mr Wehrle
 7 responded to you, which was with capital letters and
 8 bolds and quite a lot of punctuation. Can you explain
 9 why he reacted in the way he did to your question?
 10 A. Not specifically , no. This particular -- from what
 11 I can recall , the project that we were talking about
 12 there was for a project in -- somewhere else abroad, it
 13 wasn't in the UK. The architects were in the UK but the
 14 project itself was going to be in another country.
 15 Q. Why would it make a difference that the architect was in
 16 another country if PE would burn the same in that other
 17 country as it would in the UK?
 18 A. Whether the regulations were slightly different . As
 19 I say, I can't recall -- I genuinely can't recall why --
 20 you know, I haven't had any or didn't have any
 21 conversations with customers about the combustibility of
 22 it .
 23 Q. We saw -- we can go back to it, if you like -- that
 24 Mr Wehrle explained to you the difference in the make-up
 25 between FR core on the one hand and PE core on the

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1 other. Was that something that you ever explained to
 2 your customers?
 3 A. No, it's not something that I was asked, it's not
 4 something that I would have talked to them about.
 5 I wouldn't probably have felt -- I certainly wouldn't
 6 have felt comfortable doing that. As I say, I haven't
 7 got the technical knowledge to be able to do that.
 8 I would have sought further advice to be able to do
 9 that, if I had been asked.
 10 Q. Why would you not have told your customers that FR had
 11 a 70% mineral core whereas PE had a 100% organic core
 12 and would burn? Why not tell them that so they could
 13 make their decisions on an informed basis?
 14 A. It's not something that was ever discussed. These
 15 conversations about fire were just not something that
 16 never happened. They weren't part of the everyday
 17 discussions. It didn't come from any part of the
 18 process, the people that were involved in the chain.
 19 Q. I would like to ask you about the size of the UK market.
 20 Can we stay with your second statement and go to page 9
 21 {MET00053162/9}, please, and look at paragraph 33
 22 together on that page. You say in paragraph 33:
 23 "[Arconic] had a very small share of the UK market,
 24 I would estimate that it was probably the fourth biggest
 25 supplier of ACM for facade purposes behind Alucobond

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1 (produced by 3A Composites), Alpolic (produced by
2 Mitsubishi Chemicals) and Alucoil (produced by Larson).
3 Each of these competitors sold greater amounts of PE ACM
4 to the UK market. I cannot recall the exact sales
5 volumes or market shares but as noted above, the UK was
6 a relatively small market for [Arconic], it sold greater
7 volumes of product elsewhere, for example France and the
8 UAE."

9 Is it fair to say that the UK was a minor country
10 for sales of Reynobond?

11 A. Yes, it was.

12 Q. Did people in Merxheim therefore pay less attention to
13 the UK than other markets like France or the UAE?

14 A. I can't answer that. That would have to be a question
15 for them.

16 Q. Looking at that, it appears that Arconic had a great
17 deal of competition in the United Kingdom. Is that
18 right?

19 A. Yes, we did.

20 Q. Did you keep a close eye on what Arconic's competitors
21 were doing?

22 A. I was very aware of them in the UK, yes, very aware of
23 them.

24 Q. Would it be fair to say that you kept a close eye on
25 Alucobond, manufactured by 3A?

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1 A. Yes, they were the largest.

2 Q. Yes.

3 Now, to come back to a point raised by the Chairman
4 earlier, there was a price difference between
5 Reynobond's PE and Reynobond's FR offering, wasn't
6 there?

7 A. Yes.

8 Q. And the extent of the price difference I think you gave
9 us earlier.

10 Was the PE—core Reynobond competitively priced
11 against the competition?

12 A. Erm, we were competitive, but not in all cases.

13 Q. What about FR? Was FR competitively priced?

14 A. It very much depended on a project—by—project basis,
15 but — I can't really remember exactly, but I think we
16 were slightly — probably more expensive on FR.

17 Q. It sounds from both of those answers — for PE,
18 competitive but not in all cases, and for FR it depended
19 project by project — that actually there wasn't a fixed
20 price; the price would depend upon the deal that you
21 managed to do with the fabricator; is that right?

22 A. Yes, I would seek prices from — I had general guidance
23 from Merxheim in terms of the pricing that we could or
24 couldn't offer.

25 Q. You say general guidance; does that mean you had a range

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1 within which you could price at your discretion?

2 A. Yes, so PE, for example, because we were selling that
3 all the time, I had a level that I could sell to without
4 having to go to Merxheim, and other prices I would have
5 to seek that from or at least get some sort of agreement
6 from Merxheim.

7 Q. So when you say a level, you mean there is a floor below
8 which you could not go without authority?

9 A. Yeah, there was nothing written down in terms of,
10 you know, a minimum and a maximum, and I could operate
11 within that minimum and maximum, but there was a general
12 market price for certain colours, and anything generally
13 outside of that I would seek advice or at least get some
14 reassurance that I could do that.

15 Q. Could you give us some idea of the range for PE, in
16 rough terms even?

17 A. Gosh, back then, it would have been £25 — it could have
18 been anywhere between sort of £22 right up to, you know,
19 £28, £30 a square metre, depending on the colour, the
20 size of the project.

21 Q. Right. So almost — about 30%?

22 A. Yeah, and again, it would just depend on lots of
23 different situations at the time.

24 Q. Did you have any price advantage to the competition if
25 you sold PE core as opposed to FR core?

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1 A. Sorry, did we have?

2 Q. Yes.

3 A. No.

4 Q. Now, I want to ask you about the resources available to
5 you and how you would go about sharing information
6 within Arconic, so a different topic.

7 I would like to start with the subject of the
8 toolbox, and in that, to begin with, Claude Schmidt's
9 understanding of the way he says information was
10 communicated within Arconic.

11 Can we go to his witness statement at
12 {MET00053187/15}. On that page, I'd like to go to
13 paragraph 48, at the bottom of the page. He says:

14 "In relation to awareness within [Arconic] of the
15 results of fire performance testing and certification,
16 a number of people within [Arconic] would have been
17 aware including the sales team and the technical sales
18 support team. Members of the sales team would be aware
19 of results as they are made available to them through an
20 online system referred to as the 'toolbox'.

21 Claude Wehrle and the technical sales support team would
22 upload to the toolbox a new or updated classification
23 report or certification and would notify the sales team
24 via email of any such changes. Such emails were sent to
25 two mail distribution lists: 'RAF Liste Commercial

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1 Interne' which includes all members of the Sales and
 2 Marketing Department that are based in Merxheim
 3 including those working in 'internal sales', 'outside
 4 sales' and 'technical support' and 'RAF Liste Commercial
 5 Externe' which includes all members of the Sales and
 6 Marketing Department that are based outside of Merxheim
 7 and either employed by [Arconic] or are its agents,
 8 including for example, Deborah French and Vince
 9 Meakins."

10 Now, I'll pause there.

11 Just looking at the toolbox question, am I right to
 12 understand that this was an online database, if you
 13 like, of technical documents?

14 A. Yes, I believe so.

15 Q. Who was in charge of keeping it up to date, do you know?

16 A. I'm not sure. I don't know.

17 Q. Who was in charge of emailing the recipients in those
 18 lists when there was a change or update to the toolbox,
 19 do you know?

20 A. I don't know, I'm afraid.

21 Q. Did you have easy access to the toolbox yourself?

22 A. I'm trying to recollect the details of -- the exact
 23 details and how we used the toolbox. I can't recall.

24 Q. Was it something that you would have to access yourself
 25 from your computer, if you wanted to look at it you

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1 would access it by clicking on a link, or were you
 2 regularly sent a link to look at, do you remember?

3 A. I honestly can't remember the details of the toolbox at
 4 all. I'm really struggling to recall details of the
 5 toolbox.

6 Q. Well, forgive me for the next question.

7 Do you remember getting any prompts, email/telephone
 8 prompts, to look at the toolbox from anybody in Arconic?

9 A. I don't recall being on any prompts to look specifically
 10 at the toolbox. I remember being sent emails --
 11 receiving emails from the email lists that you just
 12 mentioned in that statement, which I would have been
 13 included on, but I don't remember -- I don't recall or
 14 remember the toolbox.

15 Q. Did anybody ever give you any training or other kinds of
 16 education about the toolbox and how to use it?

17 A. I honestly can't recall the toolbox at all, I'm sorry.
 18 I'm not -- really not being difficult here, I don't
 19 recall it.

20 Q. Did you keep your own copies of technical documents in
 21 either hard copy or on your computer that you would then
 22 send to customers when needed?

23 A. Yes, I did have hard copies of documents that I would
 24 have kept on my own laptop, on my -- I say my work
 25 laptop, yes.

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1 Q. Do you remember an occasion when those documents were
 2 amended or updated?

3 A. No. No, I wouldn't -- no, because they weren't
 4 connected to -- they weren't automatically connected to
 5 a system at Merxheim, they were just sat on my hard
 6 drive on my laptop.

7 Q. Do you remember an occasion on which you were informed
 8 that the documents that you had had been revised or
 9 updated?

10 A. I remember receiving emails specifically giving updates
 11 on certain documents, but I don't remember -- I really
 12 don't remember a toolbox function. I had the CRM system
 13 that we worked on, but I don't remember a toolbox.

14 Q. Okay. So can we take it from that that you were
 15 entirely reliant, reactive, to being told that there
 16 were changes to technical documents as opposed to being
 17 encouraged to find them in the toolbox?

18 A. Yes, I do recall getting emails of that nature.

19 Q. I see. And who would you speak to, or who would you be
 20 contacted by, in the event that there was a revision or
 21 an update to one of those documents?

22 A. That would have come from the technical team.

23 Q. Technical team itself or inside sales?

24 A. It could have been both. It could have been both,
 25 depending on what it was. I remember getting documents

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1 from both inside sales -- generally inside sales passed
 2 information on, and then I would have had stuff come
 3 from the technical team as well.

4 Q. Right.

5 Was there anything to stop you sending out material
 6 to your customers that was out of date or inapplicable
 7 to that customer?

8 A. No, there wouldn't -- no, there was no stop anywhere for
 9 me not to send that out.

10 Q. Did it ever occur to you why it was that you were
 11 sending out to your customers documents that may have
 12 been many years out of date or of many years of
 13 antiquity, origin?

14 A. No, again, I would have taken them that they were still
 15 valid. If I hadn't been sent information to, you know,
 16 update it, I would have continued to send it out.

17 Q. Do you remember any occasion on which you yourself
 18 accessed the toolbox to get a document?

19 A. I can't recall it. I'm not saying that I didn't, but
 20 I can't recall the toolbox. But I'm not saying that
 21 I didn't have access to it, but I really can't recall
 22 it.

23 Q. I would like to show you what Mr Wehrle says about this,
 24 or rather I would like to show you a document which he
 25 exhibits, which is part 6 of his exhibits at

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1 {MET00053158_P06/156}. This is a presentation given by
 2 Mr Wehrle's team, as we understand it.
 3 Now, we can see from this page that this is
 4 a document relating to a sales meeting in June 2013:
 5 "NRE – Toolbox – A way to improve your reactivity."
 6 First of all, do you remember being at such a sales
 7 meeting?
 8 A. Again, I have no recollection of that one specifically,
 9 but I did attend all of them. There wasn't any that
 10 I didn't attend.
 11 Q. So can we take it that even though you don't recall this
 12 one specifically, you attended this one?
 13 A. Yeah.
 14 Q. If we go on in the presentation, you can see that it's
 15 all about the toolbox. We can see that there is a slide
 16 at page 160 {MET00053158_P06/160}, four pages on, which
 17 has the heading "Challenges and next steps, action
 18 plan":
 19 "Challenges and next steps: Update all obsolete
 20 documents (old logo, new versions, ...)
 21 "Action plan: End of year.
 22 "Update day after day this tool with new
 23 certifications, tests results, or standard answers.
 24 "Integrate environmental standards (LEED, EPD, ...)"
 25 First, did you understand that there were indeed or

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1 may have been indeed obsolete documents in the toolbox?
 2 A. No, I wouldn't have necessarily been aware of that.
 3 Q. If you were at this meeting, as you say you were,
 4 although you can't specifically recall it, you would
 5 have understood that the toolbox did contain obsolete
 6 documents which needed to be updated by the end of 2013;
 7 yes?
 8 A. Yes.
 9 Q. When you learnt that there were or may have been
 10 obsolete documents which needed to be updated in the
 11 toolbox, what did you do?
 12 A. I honestly don't recall what I did.
 13 Q. Did this prompt you to look in the toolbox and see what
 14 it was that might be updated to make sure that whatever
 15 documents you were disseminating to your customers would
 16 now be updated or had not grown obsolete?
 17 A. Again, I can't -- I don't recall whether I did or
 18 didn't.
 19 Q. Do you remember whether there was a plan to update the
 20 toolbox and then keep it updated after this time?
 21 A. No, I don't. I don't recall. I know I'm being very
 22 vague, but I really don't recall much about the toolbox
 23 at all.
 24 Q. Right. So you were at this sales meeting -- you can't
 25 recall it, but I'm just trying to understand what your

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1 thinking was at the time -- you're told, as we can see
 2 here, that one of the challenges and next steps were to
 3 take the toolbox, which is of course the subject of this
 4 entire slide, and update it. Was this not an occasion
 5 on which you would ask yourself: I wonder whether any of
 6 the documents that I have been sending to customers are
 7 obsolete and now need updating? Did you not ask
 8 yourself that question?
 9 A. Possibly not, no, I would have just waited for that to
 10 have happened from the technical team, and they would
 11 have either advised me or sent me what needed to be
 12 replaced.
 13 Q. But wasn't the purpose of the toolbox a two-way street
 14 which required you or at least invited you to look
 15 inside it from time to time to make sure that whatever
 16 was in there corresponded with what you were sending to
 17 customers?
 18 A. Yes.
 19 Q. So how (inaudible)?
 20 A. I don't -- I can't answer that question. As I say,
 21 I can't recall very -- I recall very little about the
 22 toolbox, so I can't remember whether I went into it,
 23 whether I didn't go into it, whether I updated from it
 24 or whether I didn't. I genuinely cannot recall much
 25 about the toolbox.

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1 Q. Now, we've just seen Claude Schmidt's evidence in
 2 paragraph 48 of his statement that I read to you about
 3 the RAF liste commerciale externe. I don't need to go
 4 back to that unless you want me to, and I'm happy to do
 5 that, but he says that that email group would have
 6 included you. Do you remember we saw that?
 7 A. Yes.
 8 Q. Is that right, first of all?
 9 A. Yes.
 10 Q. So is it right that you would receive email
 11 communications through the RAF liste commerciale externe?
 12 A. Yes.
 13 Q. Do you understand or did you understand at the time that
 14 everybody external to Merxheim would receive emails via
 15 that group?
 16 A. Yes.
 17 Q. That might include sales representatives in the UAE, or
 18 Germany, Spain; yes?
 19 A. Yes.
 20 Q. You were nodding.
 21 A. Yes.
 22 Q. Do you know who it was who made the decision to send
 23 which emails to the RAF liste commerciale externe group?
 24 A. No, I don't.
 25 Q. Who would typically send emails into that group, do you

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1 remember, typically?
 2 A. It would have been the technical team or people higher
 3 up in the management team.
 4 Q. Do you know what criteria -- perhaps you don't -- they
 5 would apply to decide whether that email or that message
 6 should be sent to the RAF liste commercial externe?
 7 A. No, I wouldn't have had any access to that.
 8 Q. Right.
 9 Now, Mr Schmidt also says that there was a list --
 10 and I think you have confirmed this yourself -- called
 11 RAF liste commercial interne. Were you aware of that
 12 list?
 13 A. I probably saw it on emails but I wouldn't have been
 14 able to get in to see who was in it.
 15 Q. That was people in Merxheim, was it, like
 16 Gwenaelle Derrendinger and Peter Froehlich?
 17 A. Right. Yeah.
 18 Q. I'm asking you. Yes?
 19 A. Yes.
 20 Q. I want to ask you then about sales meetings at Merxheim,
 21 building on that.
 22 Can I ask you to go to your second statement,
 23 please, at page 2 {MET00053162/2}. I would like to look
 24 at paragraph 9 with you, please, Ms French. You say
 25 there:

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1 "I would typically visit [Arconic's] Merxheim site
 2 once a year in order to attend the annual sales meeting
 3 and at other times on an ad hoc basis to show customers
 4 around the site or to work with the Inside Sales Team on
 5 particular issues. The Inside Sales Team would provide
 6 administrative support for my activities including the
 7 supply of samples, processing orders and arranging and
 8 monitoring the shipment of product. Gwenaelle
 9 Derrendinger was my primary contact in the Inside Sales
 10 Team at the time that I became involved in the
 11 Grenfell Tower project. Gwenaelle's duties would be
 12 covered when she was away from the office by
 13 Marie-Claude Jordan."
 14 Then you say at paragraph 10 {MET00053162/3}:
 15 "The annual sales meetings at Merxheim gave me an
 16 opportunity to meet with [Arconic's] sales
 17 representatives from around Europe and to receive
 18 a general update on developments in the market and about
 19 [Arconic's] products. These meetings would typically
 20 include a technical update on the products given by
 21 Claude Wehrle, who managed the Technical Sales Support
 22 Team at [Arconic], covering possible new developments
 23 (for example, toward the end of my time at [Arconic] it
 24 was developing a Reynobond A2 product) and other matters
 25 including in respect of certification. This is dealt

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1 with in more detail below from paragraph 19."
 2 Now, before we explore that in a little bit of
 3 detail, you can take it from me that Claude Wehrle's
 4 evidence is that these meetings would usually occur
 5 twice a year, and that's his statement at paragraph 125,
 6 page 36 {MET00053190/36}.
 7 Do you agree with that?
 8 A. Erm --
 9 Q. Or do you not know?
 10 A. I -- well, I certainly remember them being once a year.
 11 We probably sometimes had them twice a year, but
 12 I definitely remember them being once a year.
 13 Q. I mean, he says they were usually twice a year. Might
 14 you be mistaken that they were annual only, and that
 15 they occurred twice a year?
 16 A. Yes, possibly I'm mistaken and I only recall them being
 17 annually, but, yes, possibly.
 18 Q. Or is it the case, perhaps, that you didn't attend all
 19 of them?
 20 A. I don't recall missing any. There's no reason why
 21 I would have missed any. I don't recall them being
 22 twice a year every year that I was there, but
 23 I definitely remember being there every single year.
 24 Q. Now, turning to the question of the presentations at
 25 these sales meetings, would you agree that these

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1 presentations were on the subject of developments in the
 2 work of the technical sales support team?
 3 A. Yes.
 4 Q. They were likely to be of general relevance.
 5 A. They were general, so each regional sales manager for
 6 each country would do a short presentation, an update on
 7 their market. We would hear from some of the
 8 development teams within Merxheim, and we would hear
 9 from some of the internal people occasionally, and then
 10 we would also hear from the technical -- sales technical
 11 team.
 12 Q. Yes, and when you say that the meetings would typically
 13 include a technical update on the products given by
 14 Claude Wehrle, that's right, is it? They were --
 15 A. Yes.
 16 Q. -- were they?
 17 A. Yeah, he would give a general overview of all sorts of
 18 different things that were going on at the time.
 19 Q. Right. You also say that he would give you information
 20 or a presentation in respect of certification as well?
 21 A. Yes.
 22 Q. Yes.
 23 Now, in your second witness statement at page 5
 24 {MET00053162/5}, paragraph 19, you come back to this
 25 point, you elaborate on this point a little bit more,

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1 and at paragraph 19 you say that you would attend annual
2 sales meetings at Merxheim, which would include
3 a technical update presented by Claude Wehrle, and we've
4 already seen that.

5 You say at the end of that paragraph, as I think
6 we've already seen:

7 "I did not think that the European testing regime
8 was relevant to the UK and so these updates were not
9 a focus of mine."

10 Now, I've shown you some of the Arconic sales
11 literature which made claims about European
12 classifications, and I've also shown you Approved
13 Document B, which I know you didn't see at the time,
14 which referred also to the European fire
15 classifications.

16 Could I ask you: why did you think that, as you say
17 here at paragraph 19, the European testing regime was
18 not relevant to the UK?

19 A. That was my knowledge at the time, that it wasn't as
20 relevant — that people in the UK wanted the UK
21 certifications and not the European ones.

22 Q. Did anybody ever specifically tell you that the European
23 classification system or test results were not relevant
24 to UK customers?

25 A. I don't recall, no.

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1 Q. Can we take it from paragraph 19 — and maybe this is
2 an unfair reading, but please help me — is it right
3 that you would ignore anything that you were told about
4 European fire classification test results or the regime
5 itself in relation to Reynobond 55 because you didn't
6 think that it applied to your customer base?

7 A. A lot of those discussions were very focused on other
8 countries and the effects that those testing
9 certificates were having on other countries. Other
10 countries didn't have their own certifications, but we
11 had certain certifications for the UK. So my focus was
12 on any amendments or updates that went on those
13 documents and not the European ones, specifically in
14 terms of the — any changes to the BBA, for example.

15 Q. So in these meetings, when European fire classification
16 results, test results and the regime was discussed, did
17 you listen or did you switch off?

18 A. No, I didn't switch off but — I was listening, but
19 I wouldn't have necessarily thought about the — whether
20 there was any implications or whether I needed to go and
21 seek further assistance over changes to any European
22 certifications. I would have done if it had been to do
23 with the BBA, for example.

24 Q. Right.

25 Now, going back to these annual, perhaps

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1 twice—yearly sales meetings, you say "To the extent
2 fire testing was covered"; do you remember whether
3 fire testing was actually covered as a specific topic
4 during those sales meetings?

5 A. I'm pretty certain they were in some context, yes.

6 Q. What was that context?

7 A. I can't recall the context of it, though, but I'd be
8 very surprised if they weren't.

9 Q. Were you ever shown any documents or reports or
10 presentations about fire testing or classification for
11 the products you were selling at any of those meetings?

12 A. I don't specifically recall that, but again, I would be
13 surprised if they weren't. But I don't specifically
14 recall.

15 Q. Continuing with Mr Wehrle's evidence, and going back to
16 his statement, please, page 35 {MET00053190/35}, can
17 I just ask you to look at paragraph 119, just to confirm
18 one thing, please.

19 He says there in paragraph 119, at the beginning of
20 that paragraph:

21 "The technical sales support team also provided
22 information to customers and third parties when queries
23 were raised with the team directly or via the [Arconic]
24 sales' teams and we also met on occasion with
25 competitors to discuss matters including fire

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1 performance."

2 Is what he says there correct, to the best of your
3 knowledge?

4 A. Yes.

5 Q. So is it right that a salesperson would be able to refer
6 a customer's technical query to the technical sales
7 support team?

8 A. We could direct them into the sales technical team
9 directly, yes.

10 Q. When the answer came back, did the answer come back
11 through you to the customer, or would the technical
12 sales support team generally talk to the customer direct
13 and cut you out?

14 A. It depends on the nature of it. Sometimes that did
15 happen, sometimes customers did have direct telephone
16 calls with the sales technical team and I wouldn't
17 always be copied in, but not very often.

18 Q. I'm going to turn to a different topic, which is
19 marketing strategy in the early years, in your very
20 early time at Arconic.

21 Now, I'm going to show you a document that is before
22 your time which you may very well not have seen, but
23 let's see how we go with it. It's in Claude Wehrle's
24 exhibit, part 13, {MET00053158_P13/162}. It's a "Visit
25 report — UK meeting" in Luton, dated 21 March 2006. You

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1 can see that it's written by Didier Scheidecker. The
 2 date of the visit is, as I say, 21 March 2006, and
 3 a number of people were present, including Mr Wehrle as
 4 the penultimate set of initials under "Copy", as you can
 5 see there.
 6 Just looking at that document on the screen, is it
 7 a document that you would have seen at the time in the
 8 early days of your employment by Kawneer for
 9 Alcoa/Arconic?
 10 A. I don't recall seeing that, no.
 11 Q. At the time, I think it's right, isn't it, that
 12 Guy Scheidecker was the director of sales and marketing?
 13 A. Yeah, he was the sales manager, I believe, his title,
 14 Guy Scheidecker was the sales director at that time.
 15 Q. Right.
 16 We could also see that, if we go back to the
 17 document, Colin Southgate was present at that meeting.
 18 He is, I think, CSO.
 19 If we go to page 164 {MET00053158_P13/164}, please,
 20 in this document, we find item number 5, "Technical
 21 tools", and underneath that it says:
 22 "It represents also a very important point on our
 23 differentiation policy. The competition is always
 24 higher, customers are squeezing prices and therefore
 25 those technical tools can help us to have advantages and

1 arguments."
 2 Then if you look at the third bullet point down:
 3 "BBA Approval: we have always more and more projects
 4 coming in the 'Public housing & private development'
 5 segment. We have here project of several 10.000 sqm in
 6 discussion. It could represent in 2006; 50% of the
 7 market; means 70-80.000sqm! In the segment, we have
 8 always to show the official certification from the BBA.
 9 Action ..."
 10 Then there are two bullet points:
 11 "— Can we organize to have the BBA certification,
 12 based on our cassette approval by the CSTB? How quick?
 13 Which costs? Which condition?
 14 "— The KH35 is a key system on the market, a real
 15 trend. What are the conditions to have it BBA
 16 approved?"
 17 Now, my question there is: first of all, when you
 18 started at Arconic, were you made aware of any strategy
 19 on Arconic's part to target public housing in the UK?
 20 A. No, I wasn't.
 21 Q. Were you told that to target your market, whatever it
 22 was, Arconic would need a BBA certificate?
 23 A. I don't recall — I can't answer that with certainty
 24 because I don't recall those sort of questions, those
 25 sort of topics. I'm trying to remember if the BBA was

1 already in existence when I started, but again, I cannot
 2 recall.
 3 Q. The expression or phrase "KH35", can you explain what
 4 that was?
 5 A. That was a — some typical details of a system that was
 6 part of the ... I can't remember whether it was —
 7 I think it was the cassette system, one of the cassette
 8 systems that Alcoa had designed at the time, that would
 9 be used in other markets but not necessarily in the UK,
 10 but they would generally — UK fabricators would be
 11 making their own systems of similar nature.
 12 Q. Yes, thank you.
 13 Can we go to {CEP00061429}, please. This is a piece
 14 of Arconic literature on the KH35 system. You can see
 15 that it is for Reynobond, so system KH35 is a Reynobond
 16 system; yes?
 17 A. Yes.
 18 Q. It's described, just under "System KH35" there on the
 19 page, as a "Cassette system, horizontal layout"; yes?
 20 A. Yes.
 21 Q. There are two other languages as well, French and
 22 German.
 23 There is a diagram there which you can see which
 24 shows a cassette panel and which indicates how it
 25 affixes to the substructure. You can see that there.

1 At the bottom, under the diagram, there is a caption
 2 "Version: 2008", right at the very bottom, do you see?
 3 A. Yes.
 4 Q. Can we take it from that that this document was dated or
 5 created in 2008?
 6 A. Yeah, I can only take it that it was.
 7 Q. If we look — and I'll show you a little bit more of the
 8 document — at page 2 {CEP00061429/2}, you can see
 9 an image of a cassette with a breakaway bubble with some
 10 details in it. If that's blown up a bit further, you
 11 can see that Reynobond Architecture is specifically
 12 identified as the rainscreen there.
 13 A. Yes.
 14 Q. That's RB 55 in cassette, isn't it?
 15 A. Yes.
 16 Q. Yes.
 17 Now, having shown you that, a number of questions
 18 about it.
 19 First, did you provide this document to your
 20 customers, do you think?
 21 A. There was a fabrication document which had that system
 22 and various other systems in it, and yes, I would have
 23 passed that on to fabricators.
 24 Q. I'm asking you about this document. Did you provide
 25 this document as either a standalone or part of a suite

1 of product literature which you gave to your customers?
 2 A. Yes, I would have sent that -- I can't see the exact
 3 document, the whole document, whether it's just
 4 one page, whether it's just that KH35, but I certainly
 5 provided details of KH35.
 6 Q. Would you tell customers that the KH35 system was
 7 an option for them to have, in other words Reynobond
 8 could be fixed as a cassette system?
 9 A. Yes, most customers didn't buy any of the Reynobond
 10 systems because they had their own tested systems that
 11 they manufactured themselves, so they had no need for
 12 the Reynobond designed systems.
 13 Q. I see. So this is a Reynobond, you say, system; what
 14 was comprised in the system KH35?
 15 A. So we could also provide the -- Merxheim could also
 16 provide the framing behind the Reynobond panel as well.
 17 But, again, that wasn't something we ever sold in the
 18 UK. Customers had their own tested and designed
 19 systems. Each fabricator would have their own that they
 20 used, they didn't need KH35.
 21 Q. I follow. So I think what you're telling us is that
 22 KH35 was not just the cassette fix, not just the panel
 23 fabricated into a cassette, but included a system fixing
 24 as well?
 25 A. It included the simple framing structure that went

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1 behind it.
 2 Q. Right. What about the substrate?
 3 A. I don't believe so, no, it was just the simple framing
 4 that the Reynobond went onto to start with.
 5 Q. Did this presentation document that we're looking at
 6 here ever change in the years after 2008?
 7 A. I don't recall that it did.
 8 Q. There is no indication in this document that we have
 9 been able to see that the Reynobond shown here was PE or
 10 FR. Was this brochure to be used with either product,
 11 PE or FR?
 12 A. I believe so, yes.
 13 Q. Did you ever successfully sell this product in
 14 connection with a KH35 system in the UK?
 15 A. I don't recall ever selling any. As I say, customers
 16 had their own. So I don't recall selling any, no.
 17 Q. Even if you didn't sell any, when you used this document
 18 as part of your sales pitch, if you like, or sales
 19 process, were you ever asked any questions by customers
 20 about the fire performance of the panels forming part of
 21 the KH35 cassette system?
 22 A. Not that I recall, no.
 23 MR MILLETT: Mr Chairman, I'm going to turn to a different
 24 topic. It's probably five minutes ahead of the break.
 25 I'm happy to start the topic and break at 3.15, but it

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1 may be a convenient moment now, I don't mind.
 2 SIR MARTIN MOORE--BICK: Well, it might suit you better to
 3 take a break before you start a topic, wouldn't it?
 4 MR MILLETT: Probably, yes.
 5 SIR MARTIN MOORE--BICK: Well, then, we will take a break
 6 there, a little on the early side, Ms French, but
 7 probably not unwelcome anyway.
 8 So we will stop now. We'll resume at 3.30, please.
 9 In the meantime, please don't talk to anyone about your
 10 evidence or anything to do with it.
 11 THE WITNESS: Okay.
 12 SIR MARTIN MOORE--BICK: All right? And we will see you
 13 again at 3.30.
 14 THE WITNESS: Okay, thank you.
 15 SIR MARTIN MOORE--BICK: Thank you very much.
 16 (3.11 pm)
 17 (A short break)
 18 (3.30 pm)
 19 SIR MARTIN MOORE--BICK: Hello, everybody. We're now ready
 20 to continue, so I'm going to check that Ms French can
 21 hear me and see me.
 22 THE WITNESS: Yes, I can, thank you, sir.
 23 SIR MARTIN MOORE--BICK: Thank you very much, Ms French, and
 24 I hope you're ready to carry on.
 25 THE WITNESS: Yes, thank you.

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1 SIR MARTIN MOORE--BICK: Good, thank you very much.
 2 Yes, Mr Millett.
 3 MR MILLETT: Mr Chairman, thank you very much.
 4 Ms French, welcome back.
 5 I would like to ask you some questions now about the
 6 BBA certificate from 2008, and start with what you
 7 understood about the role of the BBA certificate. You
 8 have told us a little bit about that already.
 9 We have already seen, I think, that some of your
 10 evidence and your answers are along the lines that your
 11 customers would ask for it and, indeed, that was the
 12 only thing most customers did ask for. Is that fair?
 13 Is that right?
 14 A. That's a general fair sum--up, yes.
 15 Q. We've seen in the 2006 Luton meeting note that you
 16 weren't at that there was discussion within Arconic, not
 17 involving you, that the BBA certificate was essential to
 18 marketing in the UK.
 19 When you arrived at Arconic, did you understand that
 20 the BBA certificate was essential to marketing
 21 Reynobond 55 in the UK?
 22 A. I didn't understand it in the way that you've put that
 23 question, but I understood that the BBA was an important
 24 document, but not necessarily in the way that you posed
 25 your question.

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1 Q. Well, what was wrong with — well, rather than asking
 2 you what was wrong with the question, let me try it
 3 again.
 4 When you arrived at Arconic and started working at
 5 Arconic, you understood that the BBA document was
 6 an important document; how important was that document
 7 to your sales efforts?
 8 A. I understood that it was the main document that people
 9 would look for when buying the product.
 10 Q. Right.
 11 Do I understand it that you didn't know what the
 12 British Board of Agrément did or what a BBA certificate
 13 was before somebody at Arconic told you?
 14 A. No, I had never had any reason to deal with them or knew
 15 anything about it.
 16 Q. Who was it at Arconic who instructed you or educated you
 17 about the importance of the BBA certificate?
 18 A. I can't remember the exact details about it, but ... and
 19 I can only — I can't remember the exact details of how
 20 it came up in conversation or whether it was part of my
 21 initial training. I can't recall.
 22 Q. Did anybody explain to you what the British Board of
 23 Agrément did?
 24 A. It would have been — again, I can't remember those
 25 exact conversations, but it would have been explained

1 that we had one. But I don't know whether I had that
 2 exact explanation, I can't remember.
 3 Q. Who would you have had a discussion about the BBA
 4 certificate with when you first started at Arconic?
 5 A. I'm thinking it was probably while I was having my
 6 initial training with the sales technical team, which
 7 would have been Claude at the time.
 8 Q. I see. And did Claude Wehrle or, if it wasn't him,
 9 somebody else tell you that the BBA certificate was, as
 10 I think you've put it, the most important document for
 11 your sales efforts in the UK?
 12 A. I can't recall whether they — we had that exact
 13 conversation along those exact lines, but I knew over
 14 a period of time that it was an important tool.
 15 Q. Did you understand that the BBA certificate would be
 16 telling customers, those who read it, very important
 17 information about technical matters?
 18 A. Erm ... yeah, I got to know that that's what the
 19 certificate was there for, but I can't recall whether
 20 I was specifically told that at the time when I joined.
 21 Q. So did you understand it not only to be a marketing
 22 tool, something that would open the door to customers,
 23 but also an important document because it contained
 24 technical data for those customers?
 25 A. Yes.

1 Q. Now, when you joined, do you remember that there was
 2 a project going on with the BBA to obtain a certificate
 3 for Reynobond 55 panels?
 4 A. No, I don't remember.
 5 Q. Can we look at Claude Wehrle's exhibits, part 16,
 6 please, at {MET00053158_P16/165}.
 7 Now, this is an email chain from December 2007
 8 through to January 2008. Can we please go to the second
 9 email from the top on that page. It's an email from
 10 Claude Wehrle to you and Colin Southgate dated
 11 2 January 2008, and he says in the second line:
 12 "Can I ask you to read the attached document and to
 13 send me any comment ASAP?"
 14 There is an attachment, and take it from me that
 15 Claude Wehrle attached a draft of the BBA certificate or
 16 certification, 08/4510.
 17 If we look at the top of the page, you reply to him
 18 on 2 January 2008, and to Colin Southgate:
 19 "Good morning Claude
 20 "Happy New Year to you ...
 21 "I have had a look through the Draft and all looks
 22 OK to me but Colin may have other comments.
 23 "Take care
 24 "Debbs."
 25 And there's your name at the bottom,

1 "Deborah French".
 2 When you received the request from Claude Wehrle to
 3 look at the draft BBA certificate, what did you think
 4 were his reasons for asking you in particular for your
 5 comments?
 6 A. It was possibly more to do with the English, the way
 7 that the English had been written, rather than comments.
 8 I was often asked to look at the way documents had been
 9 worded when they were translating from different
 10 languages and it was coming back into English. So
 11 I think it was probably that, and certainly not the
 12 technical side of it.
 13 Q. Did you think that what you were being shown was
 14 a translation?
 15 A. No, no, no, no, I'm just saying that he wanted to
 16 probably look at whether the set-out of the English was
 17 as we would want it in that document and that it was —
 18 because he wouldn't have been able to see whether it was
 19 worded or reading right in the way that we would
 20 probably have wanted in the UK. So I often got asked to
 21 look at documents of that nature, marketing documents
 22 and so forth.
 23 Q. So can I take it from that answer that what he wanted
 24 from you wasn't any commentary on the accuracy
 25 necessarily of the technical data in it, but really the

1 language used in it so as to make that language clear to
 2 customers who would read it?
 3 A. Yes, it wouldn't have been technical because I wouldn't
 4 have been able to give it.
 5 Q. Is the reason he was asking you, as you've suggested it,
 6 because you as the salesperson, and perhaps Mr Southgate
 7 as well, would be the people issuing this document to
 8 customers and therefore expected to be able to answer
 9 questions about it in the first instance?
 10 A. Yes.
 11 Q. Had you ever seen a BBA certificate before this moment?
 12 A. No, I hadn't.
 13 Q. Did you realise at the time that this was the first
 14 BBA certificate that Arconic had obtained or was in the
 15 process of obtaining for Reynobond 55?
 16 A. I don't honestly recall. I don't -- I can't answer that
 17 with any certainty, whether it was -- whether I knew
 18 that it was the first one or whether it was an update.
 19 I'm -- I can't answer that.
 20 Q. When you said, as we can see from the email, it "all
 21 looks OK to me", what did you mean by that? What looked
 22 okay?
 23 A. I can't remember, with -- I honestly don't know, other
 24 than I'm just saying that it would possibly be that the
 25 wording and the way that the English was reading was how

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1 it would normally be read in the UK and that's what he
 2 was asking me to look at. I wouldn't have been able to
 3 comment on any of the technical detail behind it at all.
 4 Q. When you say the way the English was reading was how it
 5 would normally be read in the UK, if this was the first
 6 time you had ever seen a BBA certificate, what
 7 experience did you have about the way that
 8 a BBA certificate would normally be read that would
 9 qualify you to answer his question?
 10 A. Well, none, then.
 11 Q. Right. So when you say "normally be read", what do you
 12 mean?
 13 A. Just the way that some of the words are put together and
 14 the way that a sentence would generally read. Again,
 15 I can't recall it, I've got no recollection of it, and
 16 I'm just saying that's possibly what I was asked,
 17 being -- what I was doing.
 18 Q. When you say "normally read", and I'm sorry to sound
 19 pedantic about this, but do you mean normally read to
 20 an English reader, a lay reader, or normally read to
 21 a sales representative, or normally read to somebody
 22 with technical knowledge about the technical matters
 23 contained in the certificate?
 24 A. Well, I couldn't say whether it was going to be written
 25 in a -- whether it was reading in a technical way

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1 because I wasn't technically astute enough to know
 2 whether that was right. I can only say that it was just
 3 to check that there was no spelling mistakes, or
 4 generally, in terms of the language that was in there,
 5 that it was okay.
 6 Q. Do I take it from all of these answers that you didn't
 7 check the contents of the draft against any document?
 8 A. I can't recall whether I would have done or not.
 9 Q. For example, did you check the document against Approved
 10 Document B?
 11 A. No, I wouldn't have done that.
 12 Q. Did you check the document against any test data?
 13 A. No, I wouldn't have done that.
 14 Q. Did Mr Wehrle give you any documents against which to
 15 check the BBA certificate?
 16 A. I don't recall, because I don't remember receiving it.
 17 Q. Did you read the technical claims made in the document
 18 for Reynobond 55?
 19 A. I don't recall, because I don't recall -- I can't recall
 20 that far back, and those -- and specifically receiving
 21 that email and that document.
 22 Q. Let's look at your second statement, please, at page 4
 23 {MET00053162/4}, paragraph 17, please. You say there,
 24 in the second line:
 25 "At some point during my employment Claude explained

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1 that customers in the UK might be interested in
 2 receiving a copy of the certificate issued by the
 3 British Board of Agreement ('BBA') relating to the
 4 Reynobond product. I do not remember when this was. As
 5 far as I can recall, this was the first time that I had
 6 ever heard of the BBA or the certificates that it
 7 issues. In the event, the BBA certificate was the only
 8 document that most of [Arconic's] customers in the UK
 9 ever specifically asked for."
 10 Then at paragraph 18 at the bottom of that page, you
 11 say:
 12 "I do not recall reading the certificate in any
 13 detail at the time and do not recall ever discussing
 14 fire certification in the context of the
 15 BBA certificate."
 16 First of all, at paragraph 17, when you say "At some
 17 point during my employment", was that at the point when
 18 he sent you the draft BBA certificate, in late
 19 December/early January 2007/2008 for your comment?
 20 A. Honestly, I can't remember. I don't know. I mean, it
 21 was literally a few months after I'd started.
 22 Q. Right.
 23 When you wrote this statement, did you not recall
 24 the fact that he had asked you specifically to comment
 25 on the BBA certificate at that time?

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1 A. No, that's the first time I've seen that email.
 2 Q. What, just today, when I presented it?
 3 A. Yes.
 4 Q. Is that right?
 5 Now, when you say in paragraph 18 that you don't
 6 recall reading the certificate in any detail, can you
 7 explain why you told Claude Wehrle that you had read
 8 through the draft and told him that it looked okay?
 9 A. I don't recall and I can't -- no, I can't answer that.
 10 Q. Because it looks as if you did read it through in
 11 detail.
 12 A. I can't remember reading it, and I can't answer the
 13 question.
 14 Q. Well, can we proceed on the basis, from the response
 15 that you gave him at the time that you had read it
 16 through and it looked okay, that you did read the
 17 BBA certificate through in detail, even if you didn't
 18 check or double-check the technical claims made in it?
 19 A. With my limited -- with only having just seen what a BBA
 20 was, I wouldn't have been able to have understood a lot
 21 of the information that was in there. I don't know why
 22 I've put that onto an email and why my comments are on
 23 there, and I certainly don't recall looking at it and
 24 can't answer the question any further than that.
 25 SIR MARTIN MOORE--BICK: Just help me with this, if you

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1 would, Ms French: looking at that email that we've just
 2 seen, even known you can't actually remember the process
 3 of receiving it and looking at it, do you think it's
 4 likely that you did in fact receive it, read it at some
 5 level or other and send the comment back?
 6 A. Yes, I've obviously received it, and I would have looked
 7 at it and then sent a comment back.
 8 SIR MARTIN MOORE--BICK: Yes.
 9 A. Whether I've looked at and understood all the
 10 technicalities in there, probably not.
 11 SIR MARTIN MOORE--BICK: All right. That's helpful, thank
 12 you very much.
 13 Yes, Mr Millett.
 14 MR MILLETT: Thank you, Mr Chairman.
 15 Just to be clear, when you were writing your
 16 statement, are you as sure as you can be that you
 17 weren't shown the email that I've just shown you now?
 18 A. I'm pretty certain I haven't seen it. Again, I don't
 19 recall seeing it.
 20 Q. I mean, would you accept this: it would be difficult for
 21 you to say what you have said in your statement here and
 22 sworn to today if you had been shown that email?
 23 A. Yes, but I don't recall seeing it.
 24 Q. Let's look at the certificate -- well, we will, but let
 25 me just ask you about the understanding of it.

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1 Is it right that, given that this was an important
 2 new document, intended by Arconic to be used as part of
 3 the sales process for Reynobond 55 in the UK by you, you
 4 would have wanted to understand the certificate in some
 5 level of detail?
 6 A. Yes.
 7 Q. That would be logical, wouldn't it? Because every time
 8 you were asked a question by a customer about the
 9 contents of the certificate, you would need to give some
 10 kind of answer, otherwise you would be back and forth to
 11 Claude Wehrle, wouldn't you?
 12 A. Yes.
 13 Q. Did Claude Wehrle ever organise any kind of training
 14 session for you about what this document does and says?
 15 A. Erm ... I don't recall specifically about the BBA, in
 16 terms of just a meeting regarding that, no.
 17 Q. Was this document ever discussed at any of the sales
 18 meetings that you went to at Merxheim?
 19 A. It would have been brought up in some form or another.
 20 But, again, I really can't remember, whether they were
 21 brought up in specific country meetings, yearly
 22 meetings, I don't know.
 23 Q. Even though you can't remember the details, which
 24 I understand, can you remember the context in which
 25 discussion of the BBA surfaced at these sales meetings?

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1 A. No, the conversations I do recall were around the
 2 renewal or the -- not the renewal, the auditing of a BBA
 3 that was done -- like an auditing every 12 months or
 4 two years of a BBA document. That's as much knowledge
 5 as I have of it.
 6 Q. So the subject of the auditing is one thing. That
 7 wasn't relevant, though, was it, to how you would use
 8 the document in making a sale?
 9 A. No, but that's the only time I would recall it was -- if
 10 it was going to be discussed in a meeting, that's the
 11 only time I would recall it being discussed in a meeting
 12 where all the other countries were involved, if there
 13 was an amendment to it or there was some other reason
 14 why they needed to specifically raise it.
 15 Q. Do you remember whether there ever was a discussion
 16 about an amendment to the BBA certificate?
 17 A. No, I don't recall any, only the general audits that
 18 were going on with it.
 19 Q. Right. What was the gist of the discussions, can you
 20 help me, about the BBA certificate in the context of the
 21 general audits?
 22 A. I didn't get involved in those audits, so I really
 23 weren't involved in it, I didn't -- all I knew was that
 24 I would get an email sometimes to say that the BBA were
 25 going to be carrying out an audit on the certificate,

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1 and then I would be sent a — afterwards it would then
 2 be — I would then be told it was okay and I would be
 3 sent another copy of it .
 4 Q. What was the purpose of you being told about the audits,
 5 do you know?
 6 A. Just for my knowledge, I suppose, but I didn't engage
 7 with the BBA on any of that, and I was just notified
 8 that there was going to be an audit taking place.
 9 Q. Right.
 10 Can we look at your second witness statement,
 11 please, at page 12 {MET00053162/12}. I would like to go
 12 to paragraph 43. You say here at paragraph 43:
 13 "My knowledge of the requirements for the purposes
 14 of fire performance was extremely limited. In the UK
 15 I understood that customers often requested the
 16 product's BBA certificate and I knew that this
 17 certificate made reference to Reynobond having
 18 a National Class 0 for the purposes of fire performance
 19 although I did not know the technicalities associated
 20 with this. After that, whether or not the product could
 21 be used for a specific project was a matter for the
 22 customer to determine based upon their detailed
 23 knowledge of the project and the relevant Building
 24 Regulations. I did not have any knowledge of the
 25 Building Regulations or associated guidance and would

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1 expect the customer to review the BBA certificate to the
 2 extent necessary to make a decision."
 3 Was the reference in the certificate , which we will
 4 see in a moment, to class 0 the relevant feature of the
 5 certificate in supporting your sales of Reynobond PE 55?
 6 A. Yes, that's the general thing that most people spoke
 7 about and referred to.
 8 Q. So more so than wind loading or moisture resistance; is
 9 that right?
 10 A. Yes, yes, absolutely.
 11 Q. Do you agree that if a customer were using the
 12 BBA certificate to make a decision about whether they
 13 could use PE-cored Reynobond, PE 55, the certificate
 14 should have the correct information on it about
 15 everything about it?
 16 A. Yes, I would assume that that was correct.
 17 Q. Would you agree that, in those circumstances, the
 18 BBA certificate should have complete information on it
 19 and not miss anything important out?
 20 A. Yes, but that's for the people that are writing the
 21 documents to determine what goes in there, that's not
 22 something I can make comment on.
 23 Q. Did you assume, when you were using this document, that
 24 the BBA certificate had both the correct information and
 25 the complete information on it?

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1 A. Yes, I would have done.
 2 Q. Can we look at paragraph 56 of your second statement,
 3 please, at page 16 {MET00053162/16}. You say at
 4 paragraph 56, in the second line:
 5 "However I can see by reading the certificate again
 6 now that the product may be regarded as having NC 0
 7 classification [that's national class 0, I think] and
 8 that in respect of fire performance there are conditions
 9 confirming that only particular colours had received the
 10 relevant classifications and that other colours may not
 11 and must be confirmed by test or assessment."
 12 Then at 57 you say:
 13 "I was not aware of any discrepancy between the
 14 content of [Arconic's] BBA certificate and the products
 15 supplied by [Arconic]. Neither was I aware of any issue
 16 or problem with [Arconic's] BBA certificate."
 17 Now, before I ask you a little bit more about what
 18 you say there, can we look at the certificate itself .
 19 This is {BBA00000047}. We can see there, at the top
 20 right-hand corner, that this is indeed certificate
 21 number 08/4510. Just taking it steadily, product
 22 sheet 1 says:
 23 "Reynobond Architecture wall cladding panels.
 24 "Product scope and summary of certificate.
 25 "This Certificate of Confirmation relates to

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1 Reynobond Architecture Wall Cladding Panels,
 2 aluminium/polyethylene composite panels used to provide
 3 a decorative/protective façade over the external walls
 4 of buildings."
 5 Do you see that?
 6 At the bottom of that page, if you could just be
 7 shown the bottom of page 1, you can see the date, it's
 8 14 January 2008, signed by Greg Cooper. Do you see
 9 that?
 10 A. Yes.
 11 Q. If you go up to the heading "Key factors assessed",
 12 which you can see at the top of the screen in front of
 13 you, it says in the third item:
 14 "Behaviour in relation to fire — in relation to the
 15 Building Regulations for reaction to fire , the panels
 16 may be regarded as having a Class 0 surface in England
 17 and Wales, and a 'low risk' material in Scotland (see
 18 section 6)."
 19 Just note the words, please, if you would, "the
 20 panels", you see that, "the panels may be regarded", and
 21 also note the words "may be regarded as having a Class 0
 22 surface". I'm going to ask you some questions about
 23 that language.
 24 If you go over to section 6 as directed by page 1
 25 here, you will see that on page 5 {BBA00000047/5}. This

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1 is entitled "Behaviour in relation to fire". At
 2 paragraph 6.1, and I'll read this slowly, it says this:
 3 "6.1. A standard sample of the product, with
 4 a grey/green Duragloss 5000 coating, when tested for
 5 reaction to fire, achieved a classification of B-s2, d0
 6 in accordance with EN 13501-1:2002. A fire retardant
 7 sample of the product, with a gold-coloured Duragloss
 8 finish, when tested for reaction to fire, achieved a
 9 classification B-s1, d0 in accordance with
 10 EN 13501:2002.
 11 "6.2. 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 "6.3. As a consequence of sections 6.1 and 6.2, the
 18 products may be regarded as having a Class 0 surface in
 19 relation to the Approved Document B of The Building
 20 Regulations 2000 (as amended) (England and Wales) and
 21 Technical Booklet E of The Building Regulations
 22 (Northern Ireland) 2000 (as amended) and a 'low risk'
 23 material as defined in Annex 2C and Annex 2E of The
 24 Building (Scotland) Regulations 2004 (as amended). The
 25 unexposed side of the products may also be regarded as

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1 having a class 0 surface.
 2 "6.4. These performances may not be achieved by
 3 other colours of the product and the designations of
 4 a particular colour should be confirmed by ..."
 5 Then there are some tests identified below it.
 6 Now, just pausing there, can we take it from your
 7 witness statement, Ms French, that you believed that the
 8 certificate said that the products were class 0?
 9 A. Yes.
 10 Q. What were the products?
 11 A. Reynobond 55.
 12 Q. PE and FR?
 13 A. My recollection at the time was PE and FR.
 14 Q. Right.
 15 Let's just look at the wording of the certificate
 16 a little bit more closely.
 17 It says under paragraph 6.3, if we go to page 5
 18 where we were, and again on page 1 which summarises it,
 19 it says that:
 20 "As a consequence of sections 6.1 and 6.2, the
 21 products may be regarded as having a Class 0
 22 surface ..."
 23 Did you notice when you reviewed this certificate --
 24 either at the time Mr Wehrle asked you to, when it was
 25 in draft, or at any time later -- that it said that

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1 Reynobond may be regarded as having class 0, not that it
 2 was class 0?
 3 A. No. As I say, I didn't have enough technical knowledge
 4 at the time to -- or knowledge of a BBA certificate to
 5 look at that.
 6 Q. You see, in your statement you say it was class 0, and
 7 I want just to explore that understanding.
 8 Did you ever consider the expression "the products
 9 may be regarded as having a Class 0 surface"? Did you
 10 ever think to yourself what those words might mean?
 11 A. No.
 12 Q. Did the question ever occur to you that it might mean it
 13 might be class 0 or might not be class 0, or there may
 14 have to be a test or something like that?
 15 A. No, that document would have been given to other people
 16 in the chain and it would have been for them to --
 17 they've got the technical knowledge to have decided
 18 whether it was suitable for what they were doing or not.
 19 Q. Did you ever point out the wording in the certificate
 20 here, "may be regarded as having a Class 0 surface", to
 21 your customers?
 22 A. No, I would have just passed the document on for them to
 23 read it and digest it and make the necessary -- pull the
 24 necessary information out of it.
 25 Q. Did any of your customers, do you ever remember, ask

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1 you: "What do these words mean? What does 'may be
 2 regarded as having a class 0 surface' mean?"
 3 A. No, I don't recall them asking those questions.
 4 Q. Do you remember ever having a discussion with anybody,
 5 either in Arconic or outside Arconic, about that turn of
 6 phrase, what it might mean?
 7 A. No, I don't.
 8 Q. Do we take it from your evidence that you thought that
 9 those words meant these products have class 0?
 10 A. Yes, that's my understanding of it.
 11 Q. Can we also take it from your witness statement that you
 12 weren't aware of what documents, whether test reports or
 13 classification reports, supported any claim that
 14 Reynobond PE was capable of being regarded as having
 15 a class 0 surface?
 16 A. Sorry, say that again.
 17 Q. Can we take it from your evidence, your witness
 18 statements, that you weren't aware of any documents,
 19 whether they're test reports or classification reports,
 20 which supported the claim that Reynobond PE was capable
 21 of being regarded as or could be regarded as having
 22 a class 0 surface?
 23 A. No, it was the BBA and the -- some of the product
 24 datasheets.
 25 Q. You say some of the product datasheets; datasheets

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1 produced by Arconic?
 2 A. Yes, I believe so.
 3 Q. My question again: did you ever see any underlying test
 4 data, test reports, classification reports, which
 5 supported the claim to class 0?
 6 A. I don't recall seeing anything. I think there were
 7 occasions, possibly, that I was sent some information
 8 with certainly the Arup -- the Arup email from earlier,
 9 that had documentation to it, that would have had -- the
 10 information that I wasn't allowed to pass on, that would
 11 have had information on there, I believe.
 12 Q. What was the information, do you remember?
 13 A. I can't remember, no.
 14 Q. Did you read that information?
 15 A. Erm ... again, I can't -- I don't recall doing that.
 16 Q. Won't --
 17 A. I probably would have read it, but not necessarily --
 18 I couldn't act on that because I didn't have enough
 19 technical knowledge to be able to act on it. I would
 20 have probably read it but not necessarily understood it
 21 or been able to make technical -- or been able to
 22 comment on it.
 23 Q. Did you ask Claude Wehrle or even ask yourself: well,
 24 what is it that I'm not allowed to tell my customers?
 25 A. No, I wouldn't have done that.

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1 Q. Right.
 2 A. Sorry, did I miss a question?
 3 Q. No, I don't think so.
 4 You say, "I wouldn't have done that". My question
 5 was: did you ask Claude Wehrle, or even ask yourself:
 6 what is it that I'm not allowed to tell my customers?
 7 You answered a moment ago, "No, I wouldn't have done
 8 that", and my question is: why not?
 9 A. Because he's got far more knowledge about it than I ever
 10 have, and so, no, I don't believe I would have asked
 11 that question.
 12 Q. Did you not wonder to yourself what it was that
 13 Claude Wehrle wanted you to keep a secret from your
 14 customers?
 15 A. I'm not sure I would refer it as a secret. It was
 16 probably -- I would necessarily have thought about it as
 17 company information that they didn't want, you know,
 18 being divulged to customers in the way that it was
 19 written on that document.
 20 Q. Did there come a time when you became aware that Arconic
 21 was in possession of technical data about the fire
 22 performance of Reynobond 55, PE or FR, that Arconic had
 23 but didn't want its customers to see?
 24 A. Was I aware?
 25 Q. Yes.

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1 A. No, I -- no, I don't believe so.
 2 Q. Not even from that email exchange we saw, "Oh my Lord"?
 3 A. No, not at all, no.
 4 Q. Going back to the line of questioning we were on, were
 5 you ever made aware, whether by Mr Wehrle or anybody
 6 else at Arconic, that you were selling Reynobond in
 7 circumstances where there had been no test on
 8 Reynobond 55 with a PE core which showed that it met
 9 class 0?
 10 A. No, I wasn't aware of that.
 11 Q. Would you agree that that was an important fact for you
 12 to have known?
 13 A. Er, it ... yes.
 14 Q. Is that a fact that you would have expected Arconic to
 15 have told you?
 16 A. Again, I wouldn't have had the knowledge to know exactly
 17 what I should know and what I shouldn't know. So I take
 18 the information that I'm given, I pass it on to my
 19 customers, and then they make the calls and assess the
 20 information in the way that they need to for their
 21 projects and their work.
 22 Q. I understand that, but given that you agree that the
 23 absence of any test on Reynobond 55 with a PE core
 24 showing it to meet class 0 was an important thing for
 25 you to know, does it follow from that -- and I suggest

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1 it must follow from that -- that that was something you
 2 would have expected Arconic at least to have told you?
 3 A. Yes.
 4 Q. You can't think of any reason, can you, sitting there
 5 today, why they would have kept you in the dark about
 6 that?
 7 A. No, not at all.
 8 Q. If it's correct that in fact PE-core Reynobond 55 had
 9 never been subjected to a test under the relevant
 10 British Standards and achieved class 0, on what basis
 11 did you understand that Reynobond PE core could be
 12 regarded as having a class 0 classification?
 13 A. Again, I wouldn't be able to -- I haven't got the
 14 technical knowledge to know whether -- what they would
 15 have done to actually gain those certifications.
 16 Q. How much attention did you really pay to the fire safety
 17 of Reynobond 55 when you were selling it to your
 18 customers?
 19 A. Not very much. It was not -- it was very, very, very
 20 rare for a customer to raise any questions about it. It
 21 was not something that was discussed. The majority of
 22 what I dealt with was colours, availabilities and those
 23 types of things. It was no -- the detail of fire was
 24 not part of the discussions.
 25 Q. Do you accept that if it's correct that the claim that

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1 PE-cored Reynobond 55 could be regarded as class 0 was
 2 false, if that was correct, then the claim made to that
 3 effect in the BBA certificate would tend to mislead
 4 customers?
 5 A. Again, I can't comment on that, because I just don't --
 6 one, I don't raise the documents and I don't have the
 7 right technical background to be able to give a definite
 8 yes or no answer to that. But ...
 9 Q. Well, Ms French, forgive me for disagreeing with you
 10 about that, but you were the salesperson responsible at
 11 Arconic for selling Reynobond PE 55. If you were
 12 selling that product based upon claims made about its
 13 fire performance in the BBA certificate, and those
 14 claims were not in fact supported by any test, do you
 15 agree that you would be tending to mislead buyers?
 16 A. Yes, I wouldn't -- knowingly I wouldn't have done that,
 17 but yes, inadvertently, it would have been.
 18 Q. Can you explain how it was that you were put in
 19 a position whereby you were given a document to give to
 20 customers which made false claims about whether or not
 21 PE 55 was supported by a test to class 0?
 22 A. No, I can't.
 23 Q. Let's go back to the certificate, 6.1. The reference is
 24 {BBA00000047/5}. You can see there that there is
 25 a reference to PE-cored Reynobond with a grey/green

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1 coating Duragloss 5000 achieving a B-s2, d0
 2 classification in accordance with EN 13501-1:2002. Now,
 3 that's the European classification system, and here it
 4 is in a document that you were going to be using to your
 5 English market.
 6 Did you at the time consider the European
 7 classifications relevant to your work?
 8 A. No.
 9 Q. Did you not ask somebody why it was that this
 10 certificate, so important to your work, as you've said,
 11 in selling Reynobond 55 to the UK market, claimed
 12 anything about the Euro classifications if they weren't
 13 relevant?
 14 A. No, I didn't.
 15 Q. Why not?
 16 A. As I say, it was not something that was ever asked at
 17 the -- I didn't get questioned about it, and I didn't --
 18 it didn't occur to me to ask and query it.
 19 Q. Surely it would have occurred to you, given that
 20 somebody in Arconic had decided that the BBA certificate
 21 should say something about Euro classifications, that
 22 indeed the UK market did want to know about those Euro
 23 classifications, otherwise what was the point of saying
 24 anything about it in this document?
 25 A. As I say, I used the document to pass the information on

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1 to customers for them to look at. It's not something
 2 that I -- I haven't got that technical background and
 3 it's not something that I looked at in great detail.
 4 Q. You say in great detail; did you look at it at all?
 5 A. Yes, I looked at it, but I wouldn't have questioned --
 6 as I say, I didn't question about why it had got the
 7 reference to European norms in there.
 8 Q. Were you aware of the documents that supported the claim
 9 made here that PE-cored Reynobond with a grey/green
 10 coating achieved B-s2, d0 in accordance with the
 11 European classification scheme?
 12 A. Sorry, could you repeat that?
 13 Q. Were you aware of the documents that supported the claim
 14 made here, that PE-cored Reynobond with a grey/green
 15 coating achieved a B-s2, d0 classification in accordance
 16 with the European fire classification scheme?
 17 A. No, I wasn't.
 18 Q. Did you ever ask for them?
 19 A. No.
 20 Q. Were you ever made aware --
 21 SIR MARTIN MOORE-BICK: No, I'm sorry to interrupt you, but
 22 I sense that you're putting a case to Ms French, that
 23 ought to be put clearly if it's going to be part of
 24 a submission at a later stage, to the effect that she
 25 should have taken the initiative in challenging her

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1 employers to produce test data to support what was in
 2 an apparently official certificate. Is that what you're
 3 putting to her?
 4 MR MILLETT: Mr Chairman, I'm not, I'm just seeking to
 5 explore precisely how aware Ms French was of what
 6 underlay these claims. The responsibility for the
 7 technical data included in this document is very likely
 8 to have been a matter for other witnesses, whether we
 9 have all the witnesses or not.
 10 SIR MARTIN MOORE-BICK: That's how it occurred to me, but it
 11 was just that some of the questions seemed to be
 12 suggesting that she should have taken a course which she
 13 perhaps didn't take and is to be criticised for it. But
 14 if that's not what you're putting, then you have allayed
 15 my concerns.
 16 MR MILLETT: I'm not putting it at this stage, which is the
 17 early stages, but there may come a time, Mr Chairman,
 18 when that question becomes slightly more pertinent, and
 19 I'm not sure that I want to get into a debate at this
 20 point.
 21 SIR MARTIN MOORE-BICK: No, no, you take your own course.
 22 MR MILLETT: At this point, Mr Chairman, I am only asking
 23 her about what she knew and what underlay these
 24 documents.
 25 Ms French, I'm sorry to have engaged in this debate.

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1 I hope there was nothing unclear about what I was
 2 putting to you. But let me try and put it a slightly
 3 different way.
 4 Were you ever told that the test result identified
 5 in the certificate — and perhaps we should look back at
 6 it, please, {BBA00000047/5}, paragraph 6.1. Were you
 7 ever told that the achievement of a classification of
 8 B—s2, d0 was only achieved by PE—cored ACM in rivet fix?
 9 A. No.
 10 Q. Did you know that at the same time as PE—cored ACM in
 11 rivet fix achieved B—s2, d0 classification, Arconic had
 12 also performed a European test on cassette fix?
 13 A. I'm aware of it now, but I wasn't overly aware —
 14 I don't recall it at the time.
 15 Q. Would it follow that at the time you were also not aware
 16 that the test on the cassette—fix variant under the
 17 European test regime was terminated before the test came
 18 to an end because the heat release became too high?
 19 A. No, I wouldn't have been aware of any of that. As
 20 I say, I don't have the knowledge to understand all of
 21 that.
 22 Q. Would it follow — and I suppose it would — that the
 23 effect of that failure or that result was that there was
 24 no classification for PE—cored Reynobond in cassette
 25 fix?

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1 A. Again, I can't answer that, because I wasn't close
 2 enough and didn't — wouldn't have known the detail
 3 enough to know whether it was, whether it did or it
 4 didn't.
 5 Q. Were you ever told, doing the best you can with your
 6 recollection, that people in Arconic had decided to
 7 ignore the results of the cassette test on PE—cored
 8 Reynobond 55 and say that all Reynobond PE core, whether
 9 rivet or cassette fix, achieved class B—s2, d0?
 10 A. No.
 11 Q. As far as we have been able to find out, Ms French,
 12 nobody in Arconic ever told the BBA about that cassette
 13 test which failed. Did you know that?
 14 A. No.
 15 Q. In those early years, did you understand that there was
 16 any difference at all in fire performance for PE as
 17 between the cassette—fix variant and the rivet—fix
 18 variant?
 19 A. No.
 20 Q. If it's true that the cassette variant of Reynobond 55
 21 PE core had not only not achieved a Euroclass B, but
 22 in fact had the test stopped early and was unclassified,
 23 would you agree — if that's true — that there was
 24 a very serious omission, for your purposes, in the
 25 BBA certificate?

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1 A. Well, yes, because it wouldn't have been — yes.
 2 Q. And that that omission would have made the certificate
 3 significantly misleading for your customers?
 4 A. Yes.
 5 Q. Do you also agree that by stating, as it does — and we
 6 can look at it again if you like — that a standard
 7 sample of the product had achieved a class B, that would
 8 lead buyers to think that the class B applied both to
 9 the rivet and to the cassette variant?
 10 A. Yes.
 11 Q. Are you able to account for how such a significantly
 12 false and misleading document, on the hypothesis I'm
 13 putting to you, was allowed to be put to the market in
 14 the UK?
 15 A. No, I don't.
 16 Q. Are you able to account for how it was never withdrawn
 17 or corrected for almost a decade following its issue in
 18 the January of 2008?
 19 A. No, I can't.
 20 Q. I'm going to show you some of the testing documents to
 21 see if you recognise any of them, and, Ms French,
 22 forgive me for this, and I strongly suspect from your
 23 evidence so far that we can take this quite quickly.
 24 Can we look at {ARC00000358}. This is a CSTB test
 25 report with classification number RA05—0005A, and we

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1 call this test 5A as a shorthand. You can see from the
 2 title that it's to European Standard NF EN 13501—1, and
 3 you can't see, but take it from me, that this was
 4 performed on PE—cored Reynobond with a rivet fix and
 5 it's dated 7 January 2005.
 6 If we look at page 2 {ARC00000358/2}, under "Product
 7 description", we can see that it was Duragloss 5000 with
 8 the colour grey/green.
 9 If we go to page 4 {ARC00000358/4}, we can see the
 10 classification B—s2, d0, you see that there, and
 11 underneath that, under section 4.3, it says under the
 12 second bullet point down:
 13 "Only for the system riveted on any metallic
 14 substructure."
 15 My first question is: during your time at Arconic,
 16 did you ever see this document?
 17 A. I don't recall seeing it, no.
 18 Q. Can we look at {ARC00000536}, please. This is another
 19 CSTB document, this time called RA05—0005B, tested to
 20 the same European Standards, and this was a test
 21 performed at around the same time as the one on the
 22 rivet—fix, but this was done on the cassette—fix
 23 PE—cored Reynobond.
 24 If we can go to page 7 {ARC00000536/7}, please, you
 25 can see the comments:

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1 "630 sec: ignition inside the cassette in the angle.
 2 "About 700 sec: large ignition inside the cassettes.
 3 "850 sec: stop of the main burner because HRR >
 4 [heat release rate exceeded] 400 kW."
 5 And then in bold:
 6 "The tests were stopped after 850 seconds; the
 7 results were not usable but give an idea of the fire
 8 behaviour of the product."
 9 And on page 10 {ARC00000536/10}, there are some
 10 images.
 11 You can take it from me that these are the PE-cored
 12 tests that existed, as far as we know, to the European
 13 classification at the time of the BBA certificate.
 14 Again, is this a document you have ever seen before,
 15 or saw during your time at Arconic?
 16 A. No, I haven't.
 17 Q. Now let's look at the test report for the FR panel in
 18 the gold colour. If we go to {BBA00008288}, this is
 19 test RA06-0372 and it's dated 19 October 2006, and it's
 20 done on Reynobond FR.
 21 Again, is this document a document that you saw at
 22 all at that during your time at Arconic?
 23 A. No.
 24 Q. Right.
 25 Are these documents that you would have been able to

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1 access if you had wanted to see them?
 2 A. Erm, I can't -- I don't know, because I don't know where
 3 they were stored.
 4 Q. Did any of your customers ever ask to see the tests
 5 underlying the claims made in the BBA certificate about
 6 the fire performance either of PE or FR?
 7 A. No, the only documents I was ever asked for were for the
 8 BBA document.
 9 Q. Does it follow from that that no customers ever asked
 10 you to justify the claims in the BBA certificate at
 11 paragraph 6.1 or indeed 6.2 about --
 12 A. Not that I can recall, no.
 13 Q. If they had asked you to justify the claims made, what
 14 would you have sent them?
 15 A. I would have posed the question over to the technical
 16 team and asked them for a response. It's not something
 17 I would have answered myself.
 18 Q. Right.
 19 Now, going back to your statement -- we can go back
 20 to it, if you like, it was at paragraph 56 in the second
 21 sentence. Perhaps we should just do that. If we go
 22 back to your second statement, page 16 {MET00053162/16},
 23 please, paragraph 56. Thank you.
 24 In the second sentence you see, and I think we read
 25 it together earlier, you say:

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1 "... I can see by reading the certificate again now
 2 that the product may be regarded as having NC 0
 3 classification and that in respect of fire performance
 4 there are conditions confirming that only particular
 5 colours had received the relevant classifications and
 6 that other colours may not and must be confirmed by test
 7 or assessment."
 8 You say that.
 9 Can we go back to the certificate then at page 5
 10 {BBA00000047/5}, you can see paragraph 6.4 that I read
 11 to you, and also 6.5 where it says:
 12 "For resistance to fire, the performance of a wall
 13 incorporating the product, can only be determined by
 14 tests from a suitably accredited laboratory, and is not
 15 covered by this Certificate."
 16 I've shown you all that again.
 17 My questions are: what colour range or colours
 18 specifically did you think were covered by the
 19 BBA certificate?
 20 A. Well, at the time of using a certificate, again, I would
 21 have just passed the information on to a customer and
 22 any questions they had from it then they would have
 23 asked me and I would have sought that information for
 24 them.
 25 Q. Was the colour restriction stated on the face of the

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1 certificate something that you appreciated when
 2 distributing BBA certificates to customers?
 3 A. No, I don't recall it was.
 4 Q. Did you ever have a discussion with anybody at Arconic
 5 about whether and the extent to which, perhaps, this
 6 qualification limited the sales of products?
 7 A. No.
 8 Q. Did you ever have a discussion with any customer about
 9 whether or not the qualification or caveat in the
 10 certificate meant that they might not be able to buy the
 11 colour they wanted?
 12 A. No.
 13 Q. Does it follow from that that, to all intents and
 14 purposes, these warnings about colours were simply
 15 ignored in your dealings with customers and your
 16 dealings internally at Arconic?
 17 A. I didn't get -- as I say, any questions that were --
 18 arose out of the BBA, then I would have passed them to
 19 our technical team for responses. We very rarely got
 20 asked any questions about the BBA.
 21 Q. Do I take it from that that you never said to any
 22 customers, "Look, the colours you want aren't covered by
 23 the certificate, you will need to do a test"?
 24 A. No, I didn't.
 25 Q. Why is that, given what the certificate says? Why

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1 didn't you have that --
 2 A. Again, I come back to, again, that very rarely were we
 3 asked -- was I asked any questions about the fire
 4 implications on the BBA or generally. There was just no
 5 discussions about fire performance.
 6 Q. You would be asked routinely -- is this right? -- for
 7 colours other than grey/green or gold?
 8 A. Yeah, all the time.
 9 Q. And in those all--the--time instances, you would provide
 10 the BBA certificate; yes?
 11 A. Yes.
 12 Q. When you were doing so, did you not point out that the
 13 colours that your customer wanted other than the
 14 grey/green and the gold were not covered by the
 15 certificate?
 16 A. No.
 17 Q. Did you think all the colours were included?
 18 A. No, but, as I say, I'd pass the document on and any
 19 questions they'd had, they would come back to me on it.
 20 But, no, I didn't highlight that it was specifically for
 21 two colours.
 22 Q. So you for a number of years sold all the colours in the
 23 range using the BBA certificate as a means to achieve
 24 those sales, without ever having a conversation one way
 25 or the other about whether the colours were covered by

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1 the certificate or not; is that right?
 2 A. Yeah, I don't recall having those conversations.
 3 Q. What was the purpose of the qualification in relation to
 4 these colours if they simply didn't feature in the
 5 discussions that you had either with your customers or
 6 internally at Arconic?
 7 A. I don't know, I can't answer that.
 8 Q. Did you ever ask yourself that question?
 9 A. No.
 10 Q. Did you not ever wonder why it was that there were these
 11 qualifications in respect of these colours?
 12 A. No.
 13 Q. Were you ever asked by a customer in the UK to provide
 14 materials so that they could do a full--scale test of
 15 their chosen colour?
 16 A. No.
 17 Q. We're on, I think, page 5 of the BBA certificate. Can
 18 we go back to page 3, please {BBA00000047/3}.
 19 Now, you can see here that under paragraph 1
 20 "Description", it says, under the more general heading
 21 "Technical Specification", paragraph 1.1:
 22 "The Reynobond Architecture Wall Cladding Panels
 23 comprise two 0.5 mm thick aluminium alloy sheets ...
 24 bonded to either side of a core of low--density
 25 polyethylene (LDPE). The panels are available either

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1 plain edged (riveted system) or flanged (cassette
 2 system) to suit architectural requirements (see
 3 Figure 1)."
 4 If you look down the page to the bottom of the page,
 5 you will see figure 1, and that is entitled
 6 "Reynobond Architecture panels and typical fixing
 7 systems" and then there are two diagrams: there is the
 8 riveted system on the left and the cassette system on
 9 the right; do you see that?
 10 A. Yes.
 11 Q. Do you accept that figure 1 in its entirety, read
 12 together with the statements about fire performance that
 13 we've looked at in detail in section 6 of the
 14 certificate, would lead the customer to think that both
 15 fixing systems were covered by the statement that PE
 16 standard achieved a Euroclass B?
 17 A. Sorry, can you repeat that?
 18 Q. Yes.
 19 Do you accept that this diagram, this figure, when
 20 you read them together with the statements about fire
 21 performance in section 6, would lead the customer
 22 reading this to think that both fixing systems, cassette
 23 and rivet, are covered by the claim that PE standard
 24 achieved a Euroclass B fire classification?
 25 A. Yes.

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1 Q. And do you accept that that was in fact completely
 2 false?
 3 A. Erm ... from the information you're talking about, well,
 4 yes.
 5 Q. We've seen the test result for cassette, test 5B, which
 6 showed that cassette had failed the Euro fire
 7 classification test. If it's right that it had done so,
 8 then it would follow, wouldn't it, that the customer
 9 would be misled into thinking that both fixing systems
 10 were class B when in fact only the rivet was?
 11 A. Yes.
 12 Q. And far from this certificate saying that cassette would
 13 perform differently from what the certificate says in
 14 section 6, it's actually representing positively that it
 15 would perform in the same way, isn't it? Do you accept
 16 that?
 17 A. Yes.
 18 MR MILLETT: Thank you.
 19 Mr Chairman, we're coming to a different topic, and
 20 I'm three minutes short of 4.30. I'm very happy to
 21 continue a little bit longer, to make a little bit more
 22 progress, to get to a more convenient point in about
 23 ten minutes.
 24 SIR MARTIN MOORE--BICK: Well, Mr Millett, I know we lost
 25 time at the beginning of the day, which was unfortunate,

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1 but I think if we start running over 4.30 for what is
2 projected to be ten minutes, we will find we're running
3 later and later. So I think we would be wiser to take
4 a break at that point.
5 MR MILLETT: Very good, Mr Chairman, I am in your hands,
6 thank you.
7 SIR MARTIN MOORE–BICK: All right, thank you for raising it.
8 Well, as you can hear, Ms French, we're going to
9 break for the day now. It won't surprise you to know
10 that we have to ask you to come back for some more
11 questions tomorrow.
12 We will resume at 10 o'clock tomorrow morning,
13 please, and again I remind you: please don't talk to
14 anyone about your evidence or anything to do with it
15 overnight.
16 THE WITNESS: Okay.
17 SIR MARTIN MOORE–BICK: All right?
18 THE WITNESS: Yes.
19 SIR MARTIN MOORE–BICK: Thank you very much, and we'll look
20 forward to seeing you again tomorrow.
21 THE WITNESS: Okay, thank you very much.
22 SIR MARTIN MOORE–BICK: Thank you.
23 And for everyone else, 10 o'clock tomorrow, please.
24 Thank you very much.
25 (4.30 pm)

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1 (The hearing adjourned until 10 am
2 on Wednesday, 10 February 2021)
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