



---

## Cattani Warranty

June 2016

This Cattani Warranty is given by Cattani Australia Pty Ltd ACN 004 715 315315 of 280 Dundas Street, Thornbury Vic 3074 Ph: 03 9484 1120 Fax: 03 9484 4052. All Warranty claims must be made through the Cattani Distributor from which the Products are purchased or ordered.

### Warranty Terms

#### 1. Definitions

In this Warranty:

**ACL** means Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

**Cattani** means Cattani Australia Pty Ltd ABN 50 004 715 351 of 280 Dundas Street, Thornbury Vic 3071.

**Distributor** means a distributor who is authorised by Cattani to sell Cattani Products and accept Cattani warranty claims.

**Product(s)** means a Cattani product sold by Cattani or its distributors from time to time.

**Purchaser** means the purchaser of a Product from Cattani or its Distributors.

**Warranty Period** means (unless otherwise stated):

(a) for the Cattani range of compressors – 7 years, parts and labour from the date of purchase of the Product;

(b) for the Cattani range of SMART suction systems – 3 years, parts and labour from the date of purchase of the Product;

(c) for the Cattani range of Turbo Jet modular systems – 2 years, parts and labour from the date of purchase of the Product;

(d) in respect of all other Cattani Products – 1 year, parts and labour from the date of purchase of the Product;

(e) in respect of repairs undertaken to Cattani Products by Cattani or its authorised representatives– 6 months, on the parts repaired from the date of the repairs;

#### 2. Defects Liability

Cattani warrants to the Purchaser that the Products will be free from faulty design, material and workmanship during the Warranty Period provided always that:

(a) such Products have been properly handled and used under normal operating conditions and have been maintained in accordance with the operating manuals and instructions;

(b) such defects are not caused by incorrect use of operating material or faulty civil or mechanical work, unsuitable environmental conditions or other chemical, electrochemical and/or electrical influences which have not been provided for in any supply contract or the operating manuals and instructions;

(c) the defects do not result from the use of a design specified by the Purchaser;

- 
- (d) the Distributor from which the Product was purchased or Cattani if clause 3(e) applies has been promptly notified in writing when the alleged defect occurs;
  - (e) the Purchaser has fulfilled the Purchaser's contractual obligations to Cattani;
  - (f) such defects do not result from unauthorised repairs, work undertaken by an unqualified person or alterations to the Products;
  - (g) such defects are not caused by the use of equipment and/or materials supplied by the Purchaser;
  - (h) Cattani shall not be obliged to repair goods of a consumable nature, goods liable to deterioration or those having a low rated service life such as electric lamps, rubber items, intensifying screens, batteries, flexible leads, vacuum elements, crystals, electronic valves and glass components;
  - (i) Cattani shall not be obliged to repair defects due to fair wear and tear, improper storage, excessive heating, inadequate ventilation, mechanical vibration, overloading or contravention of the rules established in standard electrical practice;
  - (j) such defects are not caused or materially contributed to by the use of cleaners, disinfectants or detergents not recommended by Cattani and the Purchaser complies with clause 3 below; and;
  - (k) this warranty is subject to any of the manufacturers specific restrictions and conditions in the manufacturer's manuals and guides accompanying the Products.

### **3. Cleaning and Disinfecting**

This Warranty may be voided by Cattani at its election if the Purchaser or its employees or agents use cleaning and or disinfecting solutions containing Dialkyldimethylammoniumchloride, Alkyldimethylethylbenzylammonium-chloride, Alkyldimethylbenzylammoniumchloride, Oxydipropanol, Tetrasodium Diphosphate, Dioctyl-dimethyl Ammonium Chloride, Sodium Ethylenediaminetetraacetate, Dodecyldimethylbezylammonium chloride, Potassium Hydroxide, Eucalyptol, 2-Aminoethanol, Trisodium nitrilotriacetate, Propan-2-ol, Benzalkonium Chloride or Sulphamidic acid because they may damage the Product. Cattani strongly recommends the Purchaser only use cleaning and disinfecting solutions recommended by the manufacturer in the manufacturer's manuals and guides accompanying the Products.

### **4. Making Claims**

#### **To claim under this Warranty you must:**

- (a) in respect of any Product which is defective in materials or performance at the time of delivery:
  - (i) report visible damage and shortages to the carrier and to the Distributor within 24 hours after delivery;
  - (ii) report concealed damage or shortages involving cartons or packages received intact to the Distributor within 7 days after receipt, failing which the shipment shall be deemed accepted; and
- (b) in all other cases, promptly notify the Distributor from which the Product was purchased or ordered when the defect occurs.

**Claims must be made to:**

- (a) the Distributor from which you purchased or through which you ordered the Product; or
- (b) the Distributor (if any) nominated at the time of purchase as being responsible for processing any Warranty claims; or
- (c) Cattani, if the Distributor from which the Product was acquired is no longer a Cattani Distributor or is unable to provide warranty services in respect of the Product or the Product was purchased direct from Cattani.

If the Product has been purchased from a Distributor, the relevant contact details for the Distributor through which any warranty claims should be made in respect of the Product are as set out below.

**5. Repair or Replacement**

- (a) Where any defects of the type referred to in clause 2 arise during the Warranty Period, Cattani will at its option:
  - (i) make good the defect by repairing or replacing the Products or supplying replacement Products;
  - (ii) replace the Products with equivalent Products; or
  - (iii) pay the cost of replacing or acquiring Products; or
  - (iv) pay to repair the Products; or
  - (v) supply the service again; or
  - (vi) pay the costs of that service;
- (b) Any credits provided by Cattani for defective Products will be based upon the original purchase price of the Products charged to the Purchaser.

**6. Return of Defective Product or Parts**

If the Purchaser makes a claim in accordance with clause 4 of an alleged defect which cannot be rectified onsite, the Purchaser shall if Cattani so requires promptly, return the defective Product to the factory as specified by Cattani for repair. Where the Warranty in clause 2 applies, Cattani shall remove the defective part(s) and install a new repaired or replacement part(s) at its own expense and all removed defective part(s) shall become the property of Cattani upon their removal.

Delivery of defective Products (of the type referred to in clause 2) as directed by the Distributor or Cattani or the return of new, repaired or replacement Products to the Purchaser shall be at Cattani's expense and risk. Reasonable expense incurred by the Purchaser when returning defective Products will be refunded to the Purchaser when the Purchaser submits to the Distributor or Cattani evidence of payment by the Purchaser.

**7. Australian Consumer Law**

If the Purchaser is a "Consumer" under the ACL:

- (a) our Products come with "Consumer" guarantees (as defined in the ACL) that cannot be excluded under the ACL. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or



replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure;

(b) but if the Products or services supplied are respectively not “Consumer” goods and services regulated by the ACL, then:

(i) then the Purchaser’s rights shall be governed by the provisions of such other federal, state or territory laws of Australia to the extent that such liability may not be excluded by express agreement; and

(ii) any claim for compensation is limited to:

(1) replacing the Product;

(2) repairing the Product;

(3) payment of the cost of replacing the Product; or

(4) payment of the cost of having the Product repaired, at the election of Cattani.

The benefits to the Purchaser given by this Warranty are in addition to other rights and remedies which may be available to the Purchaser under the ACL or any other relevant law.

### **8. Limitation of Liability**

Other than as specified in clauses 2 and 7, Cattani shall not be under any liability whether in contract, tort (including negligence) or otherwise for any injury, damage or loss including indirect and consequential loss or damage or loss of profit or revenue arising out of or in connection with breach of Warranty (including any work performed under it), breach of contract, negligence or otherwise.

### **9. Product Updates**

Information in relation to Cattani Product updates and in particular concerning safety are available on the Cattani website [www.cattani.com.au](http://www.cattani.com.au)

Warning: It is the responsibility of the Distributor from which a Purchaser purchases a Cattani Product to process warranty claims. Cattani does not accept responsibility for reimbursing labour charges where the Distributor from which the Product is purchased does not provide or arrange the provision of any required warranty repairs and such charges will be the responsibility of the Purchaser unless the Distributor is no longer an authorised Cattani Distributor and Cattani has given prior approval for another Cattani Distributor to process the warranty claim.

Details of Cattani Distributor (to be completed when Cattani equipment is purchased or ordered through a Cattani Distributor)

Name:

Address:

Telephone No.:

Email: