



## Cattani Australia and New Zealand Warranty

JULY 2022

This Cattani Warranty is given by Cattani Australia Pty Ltd ACN 004 715 315315 of 280 Dundas Street, Thornbury Vic 3071 Ph: 03 9484 1120 Fax: 03 9484 4052. The address for service of all Warranty claims is the address of the Cattani Distributor from which the Products are purchased or ordered.

### Warranty Terms

#### 1. Definitions

In this Warranty:

**ACL** means Australian Consumer Law contained 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-branded 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):

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| Cattani Compressor Range  | 7 years, parts and labour from the date of purchase of the Product |
| Cattani SMART Suction Systems Range   | 3 years, parts and labour from the date of purchase of the Product |
| Turbo Jet Modular Systems Range   | 2 years, parts and labour from the date of purchase of the Product |
| Other Cattani Products  | 1 year, parts and labour from the date of purchase of the Product; |
| in respect of repairs undertaken to Cattani Products by Cattani or its authorised representatives | 3 months, on the parts repaired from the date of the repairs;      |

#### 2. Defects Liability

Subject to the exclusions and limitations in this Warranty, Cattani warrants to the Purchaser that the Products will be free from material 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 and recommendations given by or on behalf of Cattani or any Distributor;
- b) such defects are not caused by incorrect use of operating material or faulty civil or mechanical work;

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- c) the Products have not been exposed to unsuitable environmental conditions or other chemical, electrochemical and/or electrical influences including but not limited to any such environments or influences described in any supply contract or the operating manuals and instructions;
  - d) the defects do not result from any variation or specification prescribed or requested or specified by the Purchaser;
  - e) the Purchaser has promptly notified the Distributor from which the Product was purchased (or Cattani if clause 4(h) applies) upon the occurrence of the alleged defect;
  - f) the Purchaser has fulfilled the Purchaser's contractual obligations to Cattani and Cattani may set-off the cost or value of any remedy or compensation agreed or required to be provided by Cattani by the amount owing to Cattani as reasonably certified by Cattani;
  - g) such defects do not result from and are not contributed to by any unauthorised repairs, work undertaken by an unqualified person or any person other than a service provider recommended by Cattani, or any alterations to the Products;
  - h) such defects are not caused or contributed to by the use of equipment and/or materials supplied by the Purchaser;
  - i) the warranty shall not apply to, and Cattani shall not be obliged to repair or replace, goods, Products or parts of a consumable nature, liable to deterioration or those having a low rated service life such as (but not limited to) electric lamps, rubber items, intensifying screens, batteries, flexible leads, vacuum elements, crystals, electronic valves and glass components, consumable items normally required for service maintenance such as o-rings, lubricating oil or grease, air filters, capacitors and electric lamps. The Purchaser acknowledges and agrees that all items associated with maintenance of the Product should be replaced as part of annual service protocols and are not subject to the warranty.
  - j) The warranty shall not apply to, and 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;
  - k) such defects are not caused or contributed to by the use of cleaners, disinfectants or detergents other than those specifically recommended by Cattani and the Purchaser has complied with clause 3 below;
  - l) this warranty is subject to and the Purchaser acknowledges that it must comply with the manufacturers specific restrictions and conditions in the manufacturer's manuals and guides accompanying the Products;
  - m) The warranty shall not apply to any failure or defect due to or arising as a result of or contributed to by:
    - i) incorrect or unauthorized installations, usage or storage (including restrictive plumbing, uneven piping without constant fall, insufficient ventilation, incorrect power supply and insufficient temperature control);
    - ii) failure or omission in regards to maintenance (including, without limitation, any failure to follow any recommended maintenance or repair recommendations or failure to undertake routine maintenance (After Care Programme) at the minimum annual basis);
    - iii) exceeding any stated manufacturer specified working capacity or operating limits;
    - iv) Where any person has or attempted to modify, service, alter, or repair the product without Cattani's written consent or prior notification.
    - v) Failure relating to installation in corrosive environments such as product installed externally and exposed to elements such as mining sites, coastal regions.
  - n) Cattani is not obliged to repair or replace the Products where:

- i) the Product was not purchased or installed in Australia or in New Zealand by an accredited or authorised Cattani Distributor in accordance with the relevant statutory and other legal requirements of the State or Territory the product is installed;
  - ii) the Product does not bear the original serial number plate;
  - iii) the Product is damaged as a result of an Act of God, including earthquakes, floods, lightning strikes and other associated events or as a result of deliberate or accidental damage;
  - iv) the connection to external wiring is not to AS/NZS 3000 standards;
  - v) non genuine parts other than those manufactured or approved by Cattani have been used on the Product.
- o) Where the Product is installed in a position that does not allow safe or ready access, the cost of the service agent and the cost of any additional materials handling and/or safety equipment, will be the Purchaser's responsibility.

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

You acknowledge and agree that the Products must be cleaned and disinfected strictly in accordance with the manufacturer's recommendations and using only the solutions recommended by the manufacturer in the manufacturer's manuals and guides accompanying the Products. You acknowledge that neither Cattani nor any of its Related Entities is responsible pursuant to this warranty or under any law where the recommendations have not been strictly followed, as the Products require specific care and maintenance as a result of their nature and application.

This Warranty may be deemed ineffective and voided by Cattani at its election if the Purchaser or its employees or agents use cleaning and or disinfecting solutions containing any of the following products:

- a) Dialkyldimethylammoniumchloride, Alkyldimethylethylbenzylammonium-chloride, Alkyldimethylbenzylammoniumchloride, Oxydipropanol, Tetrasodium Diphosphate, Dioctyldimethyl Ammonium Chloride, Sodium Ethylenediaminetetraacetate, Dodecyldimethylbezylammonium chloride, Potassium Hydroxide, Eucalyptol, 2-Aminoethanol, Trisodium nitrilotriacetate, Benzalkonium Chloride or Sulphamidic acid because they may damage the Product.

### **4. Making Claims**

It is a strict condition precedent to your entitlement to receive the benefit of this Warranty that 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.
- c) own the product or if you have the owner's written consent to represent the owner of the product;
- d) you contact us within a reasonable time of discovering the problem with the product and in any event within 7 days;
- e) provide us with the following information:
  - i) the model number of the Product;
  - ii) description of the problem with the Product;

- iii) the name, address and contact details of the owner and Purchaser (where different);
- iv) the address where the Product is installed and the location of the installation such as plant room;
- v) the serial number of the Product;
- vi) the date of purchase of the Product and the name of the seller of the Product, in the event that the date of purchase is not known, then you agree that the Warranty Period be deemed to have commenced 3 months after the date of manufacture.

Claims must be made and addressed to:

- f) the Distributor from which you purchased or through which you ordered the Product; or
- g) the Distributor (if any) nominated at the time of purchase as being responsible for processing any Warranty claims; or
- h) 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 which Cattani may elect at its sole discretion to:
  - i) repair the Products;
  - ii) replace the Products with equivalent Products; or
  - iii) pay the cost of replacing equivalent Products; or
  - iv) pay to repair the Products; or
  - v) where the supply is a service, supply the service again; or
  - vi) where the supply is a service, pay the costs of providing 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.

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## **7. Australia Only - Australian Consumer Law**

If the Purchaser is a “Consumer” under the ACL or where the ACL applies:

- a) To the maximum extent permitted by law, all guarantees and warranties are excluded;
- b) Where the provisions of the ACL cannot be excluded, you are entitled to a replacement (or refund, at Cattani’s sole and unfettered discretion) where the Product is materially defective. 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;
- c) 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) you agree that any claim made in relation to any defect in the Product or where the Product is not fit for purpose or does not accord with a sample provided by or on behalf of Cattani 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.

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law.

For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods.

If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

## **8. New Zealand Only – New Zealand Consumer Guarantees Act 1993**

If the Purchaser is a “Consumer” under the New Zealand Guarantees Act 1993:

Our Products come with guarantees that cannot be excluded under the New Zealand Consumer Guarantees Act 1993. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.



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## **9. Limitation of Liability**

You agree that, 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.

To the fullest extent permitted by law, all warranties and guarantees relating to our goods and services are excluded. Where the ACL, Australian Consumer Law and Fair Trading Act (Vic) or Competition and Consumer Act (Cth) cannot be excluded, then you agree that your rights are limited to the following

- You may also choose a refund or replacement for major failures with goods.
- If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.

## **10. 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)

It is your responsibility to ensure that you have read and comply with the latest product information available on the website. Where a failure to comply with any information published on the website contributes to the nature or extent of a defect, then this warranty is excluded to the proportionate extent.

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)

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|-------------------|--|
| Name:             |  |
| Address:          |  |
| Telephone Number: |  |
| Email:            |  |