

# TRADING TERMS AND CONDITIONS

1. No binding contract shall be deemed to have been made with the Customer until the Company has confirmed the Customer's order in writing in an acceptance of order. Following the acceptance of an order the company guarantees to store any personal data on secure servers and will never sell, share or distribute your information to other companies or third parties without your permission. For full details please see our privacy policy which can be found on our website: [www.cattaniesam.co.uk](http://www.cattaniesam.co.uk) and [www.cattaniesam.ie](http://www.cattaniesam.ie).
2. All and any business transacted and all or any service, advice or information provided, whether gratuitously or not by the Company shall be carried out provided subject to the terms and conditions and exemptions hereinafter set out and all such terms, conditions and exceptions shall apply to and be deemed to be incorporated in any agreement or contract made between the Company and its Customers. No variations or alternation of these terms, conditions and exceptions will have effect unless recorded in writing and signed by the Company.
3. Prices set out in acceptance of order are exclusive of value added tax (VAT) or any other taxes, levies or duties that may from time to time apply.
4. Prices set out in acceptance of order will be the price invoiced in the case of orders or contracts or any part thereof accepted for delivery within 2 months of the date of the acceptance of order. In the case of orders or contracts or any part thereof for delivery beyond the 2 months of the date of acceptance of the order or contract the Company shall be at liberty to revise quotations with or without notice (in the event of variation in the cost of components, materials, labour, transport or any other costs or charges applicable to the goods).
5. Payment of the invoice price shall be made net cash against invoice without deductions (and payment shall not be withheld or deferred on account of any set-off, claim or counterclaim). Invoices issued in one month should be paid by the end of the month following.
6. Any time or date for delivery named by the Company is intended as an estimate only and the Company shall not be liable for any loss, damage or expense arising directly or indirectly out of delay in delivery.
7. Delivery, if required by the Customer, shall be made to the address specified by the Customer in the UK. Customers are required to provide free assistance in unloading. The Customer shall fully indemnify the Company for any claims or proceedings arising from any act, neglect or default on the part of the Customers' servants or agents in so assisting.
8. If for any reason the Customer is unable to accept delivery of the goods at the time when the goods are due and ready for delivery, the Customer shall be liable to the Company for any reasonable cost of storage in addition to any other payment or damages for which the Customer may become liable in respect of the Customers failure to take delivery at the appropriate date.
9. Property in the goods shall pass to the Customer on payment. The risk in goods shall pass to the Customer on delivery.
10. If the Company adopts any change or alterations in the construction or design of the goods or the specification thereof, the Customer shall accept the goods so altered or changed in fulfilment of the order.
11. Contracts and orders are accepted subject to the Company receiving any necessary licence to purchase or to use the required materials or components and, to the Company being able to obtain such materials or components.
12. In the event of riots, strikes, lock outs, trade disputes, stoppages or restraint of labour or any disturbances or disputes with workmen, whether partial or general and whether on the Company's premises or elsewhere, inability to obtain, or shortages of, labour accidents, breakdown of plant or machinery, fire, explosion, political disturbances or impediments, hostilities, blockage or embargo, or any other cause whatsoever beyond the control of the Company, the Company shall be entitled at any time, on notice to the Customer, to determine the contract (or to suspend delivery).
13. The Company shall in its absolute discretion be entitled to sub-contract the fulfilment of the order or any part thereof or any part or all of the business or services to be rendered under or in connection with any agreement or contract with the Company.
14. In the case of partial completion of any order, the Company shall be entitled to a quantum meruit in respect of all work done by it, without prejudice to any rights of the Company in the event that non-completion is occasioned by the Customer.
15. The Customer shall indemnify the Company against all damages, penalties, costs and expenses to which the Company may become liable if any work done in accordance with the Customer's specification involves infringement of a registered design or patent.
16. The Company shall be entitled to retain possession of the goods until payment.
17. All agreements between the Company and its Customers shall be governed by English or Irish Law and be within the exclusive jurisdiction of the English or Irish Courts.
18. The Company shall not be liable to its Customers for any loss of profit or contracts or any consequential loss whatsoever, however caused.
19. In the event of personal injury or damage to property the liability of the Company shall not exceed the sum named on the acceptance of order for any one act, neglect or default of servants or agents or others whom the Company may be responsible. The Customer will keep the Company indemnified against any such claims exceeding the sum named on the acceptance of the order.
20. The Company's products carry a year's Guarantee from the date of installation (unless otherwise stated).
21. The Guarantee covers the replacement of parts where failure is proven to be a result of faulty manufacture only.
22. The Guarantee does not include bulbs, parts made of rubber, silicon rubber, etc. or where negligence or misuse by the Customer is proven.
23. UK ONLY - Postal charges will be charged to the Customer when the Customer requires postal delivery and there will be a minimum postal charge of £5 on small packages and £8 on medium packages (recorded delivery will incur a surcharge). Large packages will be sent via courier with a minimum carriage charge of £12.50 (subject to weight and dimensions). Carriage charges will be charged to the customer.
24. When goods are returned by the Customer because they have been incorrectly ordered by the Customer, the Company reserves the right not to accept the return of goods but if they are accepted by the Company it will be subject to the payment by the Customer of a restocking charge of 50% of the invoiced price of the goods. Goods ordered by the Customer and correctly supplied by the Company will not normally be accepted by the Company for credit.
25. Returned and warranty goods must be sent to the Cattani UK Warehouse, unless otherwise stated.
26. The Company will not accept returns of tubing specifically cut to 1.5m lengths or less.
27. When goods are made to special order, payment must be made in full on delivery and the Company will not accept their return.
28. Parts returned for examination to the Company by the Customer are to be sent at the Customers expense to the Cattani UK Warehouse.
29. The Company's decision on all Guarantee claims shall be conclusive for all purposes.
30. Prices do not include the cost of connection of any equipment. It is the sole responsibility of the Customer to arrange installation.
31. All claims under Guarantee must be accompanied by copy paperwork supplied (invoice or delivery note), which must be completed on installation and returned to the Company, without this no claim will be accepted. Proof of purchase i.e. delivery note or invoice number can also be accepted as proof of Guarantee.
32. Spare parts required for replacement under Guarantee must be clearly requested as under Guarantee when ordered and must include proof of purchase. These will be supplied at no charge. Claims for credit on parts ordered for under Guarantee items will not be granted.
33. The Company reserves the right to make changes to the price of goods at any time without prior notice to the Customer.
34. The Company reserves the right to impose minimum order values of £30 for UK and €500 for Ireland.
35. A product that has been purchased in error can be returned for a full refund within 30 days of delivery as long as it is still in its original, unopened packaging. A refund will be given on the product cost only, this will not include postage and packaging.



## HOW IS IT WE LEAD IN OUR FIELD, WHEN WE COST LESS THAN THE ALTERNATIVES? THIS IS HOW:

**Constant research:** this enables us to apply the latest technology to all of our products and solutions.

**We enhance performance:** electronic and information technology enable us to enhance the performance and reliability of our products.

**We reduce costs:** less maintenance and lower energy costs mean that we are always the most economical on a cost-benefit analysis.

**We reduce environmental impact:** we save 50% on raw materials, so that you can save between 30% and 50% on electrical consumption.

# WARRANTY & EXTENDED WARRANTY TERMS AND CONDITIONS

Warranty details for Micro Smart, Turbo Smart, Turbo Jet and Oil-Less Compressors.

Cattani Esam UK & Ireland Ltd warranties are only valid providing the following is adhered too, this is in addition to our normal terms of trading below, they are also available on the Cattani website: [www.cattaniesam.co.uk](http://www.cattaniesam.co.uk) and [www.cattaniesam.ie](http://www.cattaniesam.ie).

1. All warranties cover faulty manufacture of mechanical and electrical components only. Faults deemed due to negligence or misuse will not be considered.
2. The system will be installed as per the recommendations in the operator's manual, by engineers who have attended the relevant training course at Cattani Esam UK Ltd.
3. The Cattani system must be maintained as per manufacturer's instructions, by a qualified engineer.
4. Daily maintenance must be carried out by trained surgery staff, otherwise this will void any warranty.
5. The user will be instructed as to the operation and maintenance of the system, it is the user's responsibility to request further training should they require, there may be an additional charge for this service.
6. The housing should be suitable for the appliance, and temperatures must be maintained as per manufacturer's instruction (+5°C - +35°C). We recommend that forced air ventilation be installed for all Cattani capital equipment.
7. During the warranty period, the user must only use Magnolia cleaning products (Puli Jet Plus or Classic), these must be mixed as per the manufacturer's instructions and cleaning carried out using the manufacturer's method.
8. The system must be serviced using the genuine Cattani service kit, the service must be carried out within 13 months of the installation date and every 12 months thereafter (proof may be required).
9. Faults of any kind must be reported to the supplier and corrected within 36 hours, this includes all breakages, leaks or electronic faults.
10. Neglected and contaminated goods will not be accepted for return unless the correct 'Returns Procedures' have been followed, these can be found below.
11. Motors that are covered by the warranty will not be covered if water ingress is found on inspection.
12. As of 1st April 2022 all Cattani Smart units must be registered on the Smart App, please contact us via email [info@cattaniesam.co.uk](mailto:info@cattaniesam.co.uk) for further information.
13. Smart Suction systems that are not registered upon installation will only qualify for 12 months warranty as per manufacturers terms and conditions (4 week grace period).



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**We reduce environmental impact:** we save 50% on raw materials, so that you can save between 30% and 50% on electrical consumption.