



**cavagna group uk**

Wherever gas is used, we are there



# Compressed Gases Equipment



UK & IRELAND CATALOGUE



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Wherever gas is used, we are there

# Solutions



**LPG  
SOLUTIONS**



**COMPRESSED GASES  
SOLUTIONS**



**NATURAL GAS  
SOLUTIONS**



**ALTERNATIVE FUEL  
SYSTEMS**



**GAS METERING  
SOLUTIONS**



**OTHER**





Founded as a family-run business in 1949, the Cavagna Group is today a key industrial partner for gas companies, utility companies and OEMs, supplying them with technology for the regulation, control and metering of gases (gas for energy; industrial, medical and specialty gases; alternative fuels).

The Cavagna Group produces a wide range of products meeting international standards including:

- LPG Valves, Equipment and Regulators
- Engineering and Services dedicated to the LPG industry
- ASME, Fork Lift and Motor Fuel Tank Valves
- Natural Gas regulators for domestic, commercial and industrial use
- Gas meters
- Compressed Gases Cylinder Valves
- Specialty Gases Cylinder Valves
- Refrigerant Gases Cylinder Valves
- Regulation Equipment for Industrial Gases
- Regulation Equipment for Medical Gases
- Comprehensive Range of Welding, Cutting Equipment
- CNG - H<sub>2</sub> - AUTOGAS cylinder valves and filling valves
- CNG - AUTOGAS systems

The Group's design engineers and laboratory technicians closely cooperate with worldwide regulatory institutions, both in the writing of international performance standards and in the creation of new products.

The Cavagna Group of companies has invested heavily in personnel, individual training, and robotic technology to meet the quality standards required by our customers and the 145 countries we serve.

## About CAVAGNA GROUP UK

Cavagna Group UK Ltd was founded in 1997 and is a wholly owned subsidiary of the Cavagna group of companies. From our headquarters in Derby we offer a next day delivery service on all compressed gas equipment.

Our commitment to customer service is paramount to our corporate philosophy of "Think Globally and Act Locally". We are a dynamic company with a superb safety record. Our various market interests have allowed us to develop a product line unparalleled in our industry.

All this makes the Cavagna Group a truly reliable technology partner for the optimal use of gas, in terms of performance, safety and reliability, in different applications.

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# **High Pressure Valves**

## OXYGEN VALVE

### Part No. VOA550S001

Oxygen Valve (Oxygen clean)

### Materials

<b>Seat Pad</b>	PA66
<b>O-Ring</b>	EPDM
<b>Antifriction Ring</b>	PA6
<b>Anti extrusion Ring</b>	PA6



### Technical data

<b>Outlet</b>	BS 341 N.3 - G5/8"
<b>Inlet</b>	25E
<b>Storage Temperature Range</b>	-40° +65° C
<b>Operating Temperature Range</b>	-20° +65° C
<b>Orifice</b>	Ø 4 mm
<b>Working Pressure</b>	300 bar

## OXYGEN VALVE

### Part No. VOG7ROS002

Oxygen Residual Pressure  
(Oxygen clean)

### Materials

<b>Seat Pad</b>	PA66
<b>O-Ring</b>	EPDM + AU
<b>Antifriction Ring</b>	PA6
<b>Anti extrusion Ring</b>	PA6
<b>Spring</b>	Beryllium Copper



### Technical data

<b>Outlet</b>	BS 341 N.3 - G5/8"
<b>Inlet</b>	25E
<b>Storage Temperature Range</b>	-40° +65° C
<b>Operating Temperature Range</b>	-20° +65° C
<b>Residual Pressure</b>	4±1 bar
<b>Pin Range</b>	4 mm
<b>Orifice</b>	Ø 4 mm
<b>Working Pressure</b>	230 bar

## OXYGEN VALVE

### Part No. VOG7ROS004

Oxygen M30 Residual Pressure  
(Oxygen clean)

### Materials

<b>Seat Pad</b>	PA66
<b>O-Ring</b>	EPDM
<b>Antifricition Ring</b>	PA6
<b>Anti extrusion Ring</b>	PA6
<b>RPV O-Ring</b>	AU



### Technical data

<b>Outlet</b>	BS 341 N.3 - G5/8"
<b>Inlet</b>	M30 Parallel thread
<b>Storage Temperature Range</b>	-40° +65° C
<b>Operating Temperature Range</b>	-20° +65° C
<b>Residual Pressure</b>	4±1 bar
<b>Pin Range</b>	4 mm
<b>Orifice</b>	Ø 4 mm
<b>Working Pressure</b>	230 bar



## MIXED GAS VALVE

### Part No. VGB6RMX002

Mixed Gas Residual Pressure

### Materials

<b>Seat Pad</b>	PA66
<b>O-Ring</b>	EPDM +AU
<b>Antifriction Ring</b>	PA6
<b>Anti extrusion Ring</b>	PA6
<b>Spring</b>	AISI 302



### Technical data

<b>Outlet</b>	BS 341 N.3 - G5/8"
<b>Inlet</b>	25E
<b>Storage Temperature Range</b>	-40° +65° C
<b>Operating Temperature Range</b>	-20° +65° C
<b>Residual Pressure</b>	4±1 bar
<b>Pin Range</b>	4 mm
<b>Orifice</b>	Ø 4 mm
<b>Working Pressure</b>	230 bar

## MIXED GAS VALVE

### Part No. VGA6SAR006

Mixed Gas Standard

### Materials

<b>Seat Pad</b>	PA66
<b>O-Ring</b>	EPDM
<b>Antifriction Ring</b>	PA6
<b>Anti extrusion Ring</b>	PA6



### Technical data

<b>Outlet</b>	BS 341 N.3 - G5/8"
<b>Inlet</b>	25E
<b>Storage Temperature Range</b>	-40° +65° C
<b>Operating Temperature Range</b>	-20° +65° C
<b>Orifice</b>	Ø 4 mm
<b>Working Pressure</b>	300 bar

## MIXED GAS VALVE

### Part No. VDA5NMX004 BS 341 N.15 Diaphragm Valve

#### Materials

<b>Seat Pad</b>	KEL-F
<b>O-Ring</b>	EPDM



#### Technical data

<b>Outlet</b>	BS 341 N.15 - G5/8"
<b>Inlet</b>	25E
<b>Storage Temperature Range</b>	-40° +65° C
<b>Operating Temperature Range</b>	-20° +65° C
<b>Orifice</b>	Ø 4 mm
<b>Test Pressure</b>	200 bar
<b>Homologation</b>	L.42.179

## MIXED GAS VALVE

### Part No. VDA5NMX001 CGA 330 Diaphragm Valve

#### Materials

Seat Pad	KEL-F
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#### Technical data

Outlet	CGA 330
Inlet	25E
Storage Temperature Range	-40° +65° C
Operating Temperature Range	-20° +65° C
Orifice	Ø 4 mm
Test Pressure	200 bar

## HYDROGEN VALVE

### Part No. VGA6SID005 Hydrogen Standard

#### Materials

<b>Seat Pad</b>	PA66
<b>O-Ring</b>	EPDM
<b>Antifriction Ring</b>	PA6
<b>Anti extrusion Ring</b>	PA6



#### Technical data

<b>Outlet</b>	BS 341 N.4 - G5/8"
<b>Inlet</b>	25E
<b>Storage Temperature Range</b>	40° +65° C
<b>Operating Temperature Range</b>	-20° +65° C
<b>Orifice</b>	Ø 4 mm
<b>Working Pressure</b>	230 bar

## HYDROGEN VALVE

### Part No. VGB6RID024 Hydrogen Residual Pressure

#### Materials

<b>Seat Pad</b>	PA66
<b>Ring</b>	EPDM
<b>Antifriction Ring</b>	PA6
<b>Anti extrusion Ring</b>	PA6
<b>RPV O-Ring</b>	AU



#### Technical data

<b>Outlet</b>	BS 341 N.4 - G5/8"
<b>Inlet</b>	25E
<b>Storage Temperature Range</b>	-40° +65° C
<b>Operating Temperature Range</b>	-20° +65° C
<b>Residual Pressure</b>	4±1 bar
<b>Pin Range</b>	4 mm
<b>Orifice</b>	Ø 4 mm
<b>Working Pressure</b>	230 bar

## HYDROGEN/METHANE VALVE

### Part No. VGA7SME005

300 bar Valve for H<sub>2</sub> - CH<sub>4</sub>

### Materials

<b>Seat Pad</b>	PA66
<b>Toroidal Ring</b>	NBR
<b>Antifriction Ring</b>	PA6
<b>Anti extrusion Ring</b>	PA6



### Technical data

<b>Outlet</b>	BS 341 N.4 - G5/8"
<b>Inlet</b>	25E
<b>Storage Temperature Range</b>	-40° +65° C
<b>Operating Temperature Range</b>	-20° +65° C
<b>Orifice</b>	Ø 4 mm
<b>Test Pressure</b>	300 bar

## ACETYLENE VALVE

### Part No. VCB4SAD026

Acetelyne Valve

### Materials

<b>Seat Pad</b>	PA612-ZYTEL
<b>O-Ring</b>	EPDM
<b>Antifriction Ring</b>	DELRIN
<b>Anti extrusion Ring</b>	PTFE



### Technical data

<b>Outlet</b>	BS 341 N.2 - G5/8"
<b>Inlet</b>	25E
<b>Storage Temperature Range</b>	-40° +65° C
<b>Operating Temperature Range</b>	-20° +65° C
<b>Orifice</b>	Ø 3.5 mm
<b>Test Pressure</b>	60 bar



## CO<sub>2</sub> VALVE

### Part No. VGF9RAC034

CO<sub>2</sub> Residual Pressure

#### Materials

<b>Seat Pad</b>	PA66
<b>Ring</b>	EPDM
<b>Antifriction Ring</b>	PA6
<b>Anti extrusion Ring</b>	PA6
<b>Spring</b>	AISI 302



#### Technical data

<b>Outlet</b>	BS 341 N.8 - G5/8"
<b>Inlet</b>	25E
<b>Storage Temperature Range</b>	-40° +65° C
<b>Operating Temperature Range</b>	-20° +65° C
<b>B.D. Setting</b>	190 bar
<b>Residual Pressure</b>	4±1 bar
<b>Pin Range</b>	2.5 mm
<b>Orifice</b>	Ø 8 mm
<b>Test Pressure</b>	250 bar

## CO<sub>2</sub> VALVE

### Part No. VGG5SAC010 CO<sub>2</sub> Standard

#### Materials

<b>Seat Pad</b>	PA66
<b>Ring</b>	EPDM
<b>Antifriction Ring</b>	PA6
<b>Anti extrusion Ring</b>	PA6



#### Technical data

<b>Outlet</b>	BS 341 N.8
<b>Inlet</b>	25E
<b>Storage Temperature Range</b>	-40° +65° C
<b>Operating Temperature Range</b>	-20° +65° C
<b>B.D. Setting</b>	190 bar
<b>Orifice</b>	Ø 8 mm
<b>Test Pressure</b>	250 bar

## CO<sub>2</sub> VALVE

### Part No. VGF9RAC033 CO<sub>2</sub> M30 Residual Pressure

#### Materials

<b>Seat Pad</b>	PA66
<b>Ring</b>	EPDM
<b>Antifriction Ring</b>	PA6
<b>Anti extrusion Ring</b>	PA6
<b>Spring</b>	Stainless Steel



#### Technical data

<b>Outlet</b>	BS 341 N.8 - G5/8"
<b>Inlet</b>	M30 Parrallel Thread
<b>Storage Temperature Range</b>	-40° +65° C
<b>Operating Temperature Range</b>	-20° +65° C
<b>B.D. Setting</b>	190 bar
<b>Residual Pressure</b>	3 - 5 bar
<b>Pin Range</b>	2.5 mm
<b>Orifice</b>	Ø 8 mm
<b>Test Pressure</b>	250 bar

## CO<sub>2</sub> VALVE

### Part No. VGG5SAC017 CO<sub>2</sub> M30 Standard

#### Materials

<b>Seat Pad</b>	PA66
<b>Ring</b>	EPDM
<b>Antifriction Ring</b>	PA6
<b>Anti extrusion Ring</b>	PA6



#### Technical data

<b>Outlet</b>	BS 341 N.8 - G5/8"
<b>Inlet</b>	M30 Parrallel Thread
<b>Storage Temperature Range</b>	-40° +65° C
<b>Operating Temperature Range</b>	-20° +65° C
<b>B.D. Setting</b>	190 bar
<b>Orifice</b>	Ø 8 mm
<b>Test Pressure</b>	250 bar



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# **Integrated Medical Valves**

## VIPROXY® 1Touch series

VIPROXY® 1Touch is an ALL IN ONE solution, suitable for home care, intensive care and baby care, which ensures easy handling and highly performing thanks to a compact design and user-friendly technology.

### Technical Features

- 1Touch incorporates a high performance piston pressure regulator
- Low torque non rotating spindle shut off valve with an integrated ten position flow setting device
- Valve with integrated pressure regulator for Medical Oxygen, MRI compatible certified up to 3 Tesla
- Suitable for up to 300 bar working pressure
- Total weight with protection cap: 1.400 gr
- Used for Oxygen, Oxygen/nitrous oxide mixture (50-50%), Air, Heliox
- Conforms all the requirement of EN ISO 10524-3
- CE and  $\pi$  marked according to the European Directives for Medical devices and transportable pressure equipment
- Conforming to the Pill test ASTM G175 (up to 300 bar)
- Active gauge available with Bar scales on fluorescent dial
- Non return valve in the filling port



**VIPROXY®**  
1touch

### Optional Features

- Integrated hospital bed hanging device
- Guard conforming to ISO 11117
- Non active gauge
- Configuration available with 1 or 2 outlet. Barbed fitting for 1/4" I.D. hose and Quick connection with pressure fixed at 4 bar
- Antifilling device in the filling port
- Filling port protection nut
- Bursting disc device
- Excess flow device



## VIPROXY® 1Touch NEOS series

The Viproxy® 1Touch NEOS is an integrated pressure regulator valve with a digital gauge. It shows a clear and large display indicating remaining time at the selected flow and remaining pressure of the cylinder. Thanks to the new digital gauge, the uses of cylinders are optimized and deliver great savings for the final user and healthcare facilities.

### Technical Features

- 1Touch NEOS incorporates a high performance piston pressure regulator
- Low torque non rotating spindle shut off valve with an integrated ten position flow setting device
- Non return valve in the filling port
- MRI compatible certified up to 3 Tesla
- Suitable for up to 300 bar working pressure
- 5 Years Battery Lifetime
- Constant Measurement of pressure and temperature inside the cylinder
- Conforms all the requirement of EN ISO 10524-3
- CE and  $\pi$  marked according to the European Directives for Medical devices and transportable pressure equipment
- Conforming to the Pill test ASTM G175 (up to 300 bar)
- Digital gauge available with Bar scales on fluorescent dial
- Gauge IP Rate: 65
- Alerts for low content level and low battery



**VIPROXY®**  
1touch NEOS

### Optional Features

- Integrated hospital bed hanging device
- Guard conforming to ISO 11117
- Non active gauge
- Configuration customizable with 1 or 2 outlet. Barbed fitting for 1/4" I.D. hose and quick auxiliary connection with pressure fixed at 4 bar
- Antifilling device in the filling port
- Filling port protection nut
- Bursting disc device
- Excess flow device
- Special smart filter cartridge



## VIPROXY® ATOM

Viproxy® ATOM valve with integrated pressure regulator for medical Oxygen works reliably in home care Oxygen therapy. The valve was designed not only to be reliable under all operating conditions, but already in the design phase a distinctive target was set to make use simple and carefree. Looking at the benefits, people get out of the house and remain engaged in life outside their home.

### Technical Features

- Compact and light design suitable for < 10L capacity cylinders
- Suitable for up to 300 bar oxygen service pressure
- Total weight with protection cap: 900 gr. ~ (for the fully equipped version with 17E and M18 inlet thread)
- Non return valve in the filling port
- Conforms all the requirement of EN ISO 10524-3
- CE and  $\pi$  marked according to the European Directives for Medical devices and transportable pressure equipment
- Active gauge available with bar scales on fluorescent dial
- Inlet connection thread configuration available: 17E, 25E, M18.



**VIPROXY®**  
 ATOM

### Optional Features

- Custom Flow Scales available upon request
- Other Active gauge
- Configuration available with 1 outlet. Barbed fitting for 1/4" I.D. hose or Quick connection with pressure fixed at 4 bar
- Antifilling device available upon request
- Excess flow device available upon request
- Special dip tube or special smart filter cartridge





## How to order

### Open a Credit Account

Credit Account can be approved within 24 hours.

### Credit Card

Cavagna Group UK accepts all major credit & debit cards including the following:



### Easy ordering



Our Sales Office is open from:

9:00 am to 5:00 pm Mon -Thurs

9:00 am to 3:00 pm Fri

**Telephone 01332 875878**



Send via our Email address:

**[sales@uk.cavagnagroup.com](mailto:sales@uk.cavagnagroup.com)**



Send your order to:

**Cavagna Group UK Ltd,  
24 Longmoor Lane,  
Breaston, Derbyshire  
DE72 3BB**

## **STANDARD TERMS & CONDITIONS OF SALES (Cash Sale)**

### **1. INTERPRETATION**

- (a) "Buyer" means the person who buys or agrees to buy the Goods from the Seller.
- (b) "Conditions" means these Terms and Conditions of sale.
- (c) "Goods" means the articles which the customer agrees to buy from the Seller.
- (d) "Seller" means Cavagna UK Limited or any of its subsidiaries or other members of the Cavagna Group which agrees to sell Goods to the Buyer as the context requires.

### **2. GENERAL**

All goods are supplied by the Seller subject to these Conditions and no variations are accepted unless stated in writing and signed by an authorised signatory.

### **3. ACCEPTANCE**

Unless previously withdrawn or otherwise specified by us in writing - our quotations are open for acceptance within 60 days from the date on which they are made.

### **4. QUOTATIONS AND ORDERS**

- (a) Any quotation given by the Seller which is an invitation to treat is based on prices current at the time it is given and shall remain open for a period of a minimum of 60 days unless previously withdrawn by the Seller.
- (b) Unless otherwise agreed in writing – all prices are quoted ex UK Works.
- (c) All prices quoted are exclusive of Value Added Tax.
- (d) The Seller reserves the right at any time prior to delivery of the Goods to adjust the price to take account of any increases in the costs to it of materials, labour or services or any exchange rate fluctuations.
- (e) All cancellations of order must be confirmed in writing.

### **5. PAYMENT**

For a sale agreed without a credit account – payment will be due as soon as we notify the customer that the Goods are ready for despatch. The Goods will not be shipped until payment has been received in full and cleared.

### **6. DELIVERY**

- (a) In all cases dates quoted by us for delivery are subject to Confirmation by us on receipt of an official order.
- (b) The Seller shall not be liable for any loss whatsoever or howsoever arising caused by non-delivery of Goods or by failure to deliver the Goods on the date quoted.
- (c) The Seller reserves the right to make delivery by installments and to tender a separate invoice in respect of each installment.
- (d) The Seller also reserves the right to withhold delivery of part or all of the Goods: -
  - (i) If at any time when delivery is due there shall be any outstanding invoice issued by the Seller to the Buyer which has not been paid in full in accordance with the provisions of clause 5 payment terms.
  - (ii) If the Seller has bona fide doubts about the solvency of the Buyer.
- (e) The Buyer must notify the Seller of any special delivery instructions (e.g. alternative Delivery addresses or unusual opening/delivery acceptance hours). The Buyer shall be liable for all additional costs incurred in the event of non-notification.
- (f) The Buyer must notify the Seller in writing within 7 days where there has been a non-delivery or short-delivery of Goods.
- (g) Delivery is deemed to have been effective when the Goods leave the premises of the Seller.

### **7. TITLE & RISK**

- (a) Risk in the Goods shall pass to the Purchaser at the time of delivery - when the Goods leave the premises of the Seller.
- (b) Notwithstanding the passing risk in accordance with the clause 7a title in the Goods shall not pass to the Buyer until payment has been received by the Seller for all Goods and for all other amounts outstanding from the Buyer to the Seller on any account whatsoever.
- (c) The Buyer is hereby licensed by the Seller to use or to agree to sell the Goods subject to the express condition that the Buyer's power of sale and use shall automatically cease if the Buyer has a petition presented for its winding-up or has a Receiver appointed or becomes bankrupt or insolvent.
- (d) Upon determination of the Buyer's power of sale and use pursuant to Clause 7c the Buyer shall place unsold Goods in its possession or under its control at the disposal of the Seller and the Buyer hereby authorises the Seller using such force as may be reasonably necessary to enter upon the premises of the Buyer for the purpose of removing such Goods for re-sale or otherwise.

### **8. DEFECTIVE GOODS**

- (a) The Buyer is under a duty to carry out whatever tests and inspections it deems necessary in order to ascertain whether or not any of the Goods are defective as a result of the faulty design, manufacture, materials or workman ship of the Seller within 7 days of receipt by it and to immediately notify the Seller in writing of the quantity of

## **STANDARD TERMS & CONDITIONS OF SALES (Cash Sale)**

Goods found to be defective.

(b) Subject to the Buyer complying with the provisions of Clause 8a the Seller will replace or credit for all Goods so found to be defective but otherwise shall not be deemed responsible nor have any liability whatsoever or howsoever arising from such defects.

### **9. RETURNING GOODS**

(a) When returning Goods the following information should be stated: -

(i) The reason for return.

(ii) The invoice details.

Failure to provide this information will delay or may even prevent the appropriate credit being issued.

(b) Any non-conforming Goods will be tested prior to credit or replacement.

(c) Goods ordered in error and subsequently returned will be subject to a 10% handling charge.

### **10. LIABILITY**

(a) Nothing in Clause 10 shall be deemed to exclude or restrict the Sellers liability for death or personal injury resulting from negligence.

(b) The Seller is able to undertake additional liability in exchange for a higher price.

(c) The Seller shall not be in any way liable for any consequential or indirect loss suffered by the Buyer whether this loss arises from a breach of duty in contract or tort or in any other way (including loss arising from the Seller's negligence).

(d) Non exhaustive illustrations of consequential or indirect loss would be loss of profits, loss of contract, loss of extraneous equipment or gas, damage to property of the Buyer or anyone else and personal injury to the Buyer or anyone else (except so far as such injury is liable to the Seller's negligence).

(e) The Seller's total liability for any one claim for the total of all claims arising from any one act or default of the Seller (whether rising from the Sellers negligence or otherwise) shall not exceed the contract price of the Goods.

### **11. INTELLECTUAL PROPERTY RIGHTS**

(a) The Seller shall not be liable for the infringement of any intellectual property rights arising from: -

(i) Compliance with the Buyer's design specification or instruction except to the extent that the infringement arises from the manufacturing process employed by the Seller; or

(ii) Any combination of the Goods with any other product whether or not supplied by the Seller or any other method or process in which the Goods be used.

### **12. FORCE MAJEURE**

(a) The Seller shall not be liable for any failure to deliver the Goods arising from circumstances outside the Seller's control.

(b) Non - exhaustive illustrations of such circumstances would be an act of God, war, hostilities, riot, civil commotion, explosion, abnormal weather conditions, fire, flood, accidents, strikes, lock-outs, or industrial action, Government action or regulations (UK or otherwise), delay by suppliers or breakdown of transport or machinery.

(c) Should the Seller be prevented from delivering in the above circumstances it shall give the Buyer written notice of this fact as soon as reasonably practicable after discovering it.

(d) If the circumstances preventing the delivery are still continuing three months later after the Buyer receives Sellers notice then either party may give written notice to the other canceling this contract.

(e) If the contract is pursuant to the above clause the Seller will refund any payment which the Buyer has already made on Account the Seller will not be liable to compensate the Buyer for any further loss or damage caused by the failure to deliver.

### **13. VARIATION**

(a) The Seller reserves the right to vary the design or construction of Goods manufactured by it at any time prior to delivery provided that such variation does not substantially alter the performance or specification of the Goods.

(b) All Goods are sold by description and not by sample, even when samples have been provided.

### **14. SALES LITERATURE**

Whilst the Seller takes every precaution in the preparation of its catalogues, technical circulars, price lists and other literature these documents are for the Buyer's general guidance only and the particulars contained therein shall not constitute representations by the Seller and the Seller shall not be bound thereby.

### **15. EXPORT**

The Buyer shall ensure that it holds all necessary permits, licenses and clearances for any Goods that are to be exported outside the United Kingdom.

### **16. NOTICES**

The Buyer shall give notice to the Seller of the change or acquisition of any address or telex facsimile or similar number at the earliest possible opportunity but in any event within 48 hours of such change or acquisition.

## **STANDARD TERMS & CONDITIONS OF SALES (Credit Account)**

### **1. INTERPRETATION**

- (a) "Buyer" means the person who buys or agrees to buy the Goods from the Seller.
- (b) "Conditions" means these Terms and Conditions of sale.
- (c) "Goods" means the articles which the customer agrees to buy from the Seller.
- (d) "Seller" means Cavagna UK Limited or any of its subsidiaries or other members of the Cavagna Group which agrees to sell Goods to the Buyer as the context requires.

### **2. GENERAL**

All goods are supplied by the Seller subject to these Conditions and no variations are accepted unless stated in writing and signed by an authorised signatory.

### **3. ACCEPTANCE**

Unless previously withdrawn or otherwise specified by us in writing - our quotations are open for acceptance within 60 days from the date on which they are made.

### **4. QUOTATIONS AND ORDERS**

- (a) Any quotation given by the Seller which is an invitation to treat is based on prices current at the time it is given and shall remain open for a period of a minimum of 60 days unless previously withdrawn by the Seller.
- (b) Unless otherwise agreed in writing – all prices are quoted ex UK Works.
- (c) All prices quoted are exclusive of Value Added Tax.
- (d) The Seller reserves the right at any time prior to delivery of the Goods to adjust the price to take account of any increases in the costs to it of materials, labour or services or any exchange rate fluctuations.
- (e) All cancellations of order must be confirmed in writing.

### **5. PAYMENT**

- (a) Subject to satisfactory trade references a credit account may be opened by the Buyer and in all cases – unless an agreement is made in writing to the contrary – payment is due nett monthly. In the case of credit account customers punctual payment is a condition precedent to further deliveries and in no case is any deduction allowed.
- (b) Any sale agreed without a credit account – payment will be due as soon as we notify the customer that the Goods are ready for despatch. The Goods will not be shipped until payment has been received in full and cleared.

### **6. DELIVERY**

- (a) In all cases dates quoted by us for delivery are subject to Confirmation by us on receipt of an official order.
- (b) The Seller shall not be liable for any loss whatsoever or howsoever arising caused by non-delivery of Goods or by failure to deliver the Goods on the date quoted.
- (c) The Seller reserves the right to make delivery by installments and to tender a separate invoice in respect of each installment.
- (d) The Seller also reserves the right to withhold delivery of part or all of the Goods: -
  - (i) If at any time when delivery is due there shall be any outstanding invoice issued by the Seller to the Buyer which has not been paid in full in accordance with the provisions of clause 5 payment terms.
  - (ii) If the Seller has bona fide doubts about the solvency of the Buyer.
- (e) The Buyer must notify the Seller of any special delivery instructions (e.g. alternative Delivery addresses or unusual opening/delivery acceptance hours). The Buyer shall be liable for all additional costs incurred in the event of non-notification.
- (f) The Buyer must notify the Seller in writing within 7 days where there has been a non-delivery or short-delivery of Goods.
- (g) Delivery is deemed to have been effective when the Goods leave the premises of the Seller.

### **7. TITLE & RISK**

- (a) Risk in the Goods shall pass to the Purchaser at the time of delivery - when the Goods leave the premises of the Seller.
- (b) Notwithstanding the passing risk in accordance with the clause 7a title in the Goods shall not pass to the Buyer until payment has been received by the Seller for all Goods and for all other amounts outstanding from the Buyer to the Seller on any account whatsoever.
- (c) The Buyer is hereby licensed by the Seller to use or to agree to sell the Goods subject to the express condition that the Buyer's power of sale and use shall automatically cease if the Buyer has a petition presented for its winding-up or has a Receiver appointed or becomes bankrupt or insolvent.
- (d) Upon determination of the Buyer's power of sale and use pursuant to Clause 7c the Buyer shall place unsold Goods in its possession or under its control at the disposal of the Seller and the Buyer hereby authorises the Seller using such force as may be reasonably necessary to enter upon the premises of the Buyer for the purpose of removing such Goods for re-sale or otherwise.

### **8. DEFECTIVE GOODS**

- (a) The Buyer is under a duty to carry out whatever tests and inspections it deems necessary in order to ascertain whether or not any of the Goods are defective as a result of the faulty design, manufacture, materials or workmanship of the Seller within 7 days of receipt by it and to immediately notify the Seller in writing of the quantity of Goods found to be defective.

## **STANDARD TERMS & CONDITIONS OF SALES (Credit Account)**

(b) Subject to the Buyer complying with the provisions of Clause 8a the Seller will replace or credit for all Goods so found to be defective but otherwise shall not be deemed responsible nor have any liability whatsoever or howsoever arising from such defects.

### **9. RETURNING GOODS**

(a) When returning Goods the following information should be stated: -

- (i) The reason for return.
- (ii) The invoice details.

Failure to provide this information will delay or may even prevent the appropriate credit being issued.

(b) Any non-conforming Goods will be tested prior to credit or replacement.

(c) Goods ordered in error and subsequently returned will be subject to a 10% handling charge.

### **10. LIABILITY**

(a) Nothing in Clause 10 shall be deemed to exclude or restrict the Sellers liability for death or personal injury resulting from negligence.

(b) The Seller is able to undertake additional liability in exchange for a higher price.

(c) The Seller shall not be in any way liable for any consequential or indirect loss suffered by the Buyer whether this loss arises from a breach of duty in contract or tort or in any other way (including loss arising from the Seller's negligence).

(d) Non exhaustive illustrations of consequential or indirect loss would be loss of profits, loss of contract, loss of extraneous equipment or gas, damage to property of the Buyer or anyone else and personal injury to the Buyer or anyone else (except so far as such injury is liable to the Seller's negligence).

(e) The Seller's total liability for any one claim for the total of all claims arising from any one act or default of the Seller (whether rising from the Sellers negligence of otherwise) shall not exceed the contract price of the Goods.

### **11. INTELLECTUAL PROPERTY RIGHTS**

(a) The Seller shall not be liable for the infringement of any intellectual property rights arising from: -

- (i) Compliance with the Buyer's design specification or instruction except to the extent that the infringement arises from the manufacturing process employed by the Seller; or
- (ii) Any combination of the Goods with any other product whether or not supplied by the Seller or any other method or process in which the Goods be used.

### **12. FORCE MAJEURE**

(a) The Seller shall not be liable for any failure to deliver the Goods arising from circumstances outside the Seller's control.

(b) Non - exhaustive illustrations of such circumstances would be an act of God, war, hostilities, riot, civil commotion, explosion, abnormal weather conditions, fire, flood, accidents, strikes, lock-outs, or industrial action, Government action or regulations (UK or otherwise), delay by suppliers or breakdown of transport or machinery.

(c) Should the Seller be prevented from delivering in the above circumstances it shall give the Buyer written notice of this fact as soon as reasonably practicable after discovering it.

(d) If the circumstances preventing the delivery are still continuing three months later after the Buyer receives Sellers notice then either party may give written notice to the other canceling this contract.

(e) If the contract is pursuant to the above clause the Seller will refund any payment which the Buyer has already made on Account the Seller will not be liable to compensate the Buyer for any further loss or damage caused by the failure to deliver.

### **13. VARIATION**

(a) The Seller reserves the right to vary the design or construction of Goods manufactured by it at any time prior to delivery provided that such variation does not substantially alter the performance or specification of the Goods.

(b) All Goods are sold by description and not by sample, even when samples have been provided.

### **14. SALES LITERATURE**

Whilst the Seller takes every precaution in the preparation of its catalogues, technical circulars, price lists and other literature these documents are for the Buyer's general guidance only and the particulars contained therein shall not constitute representations by the Seller and the Seller shall not be bound thereby.

### **15. EXPORT**

The Buyer shall ensure that it holds all necessary permits, licenses and clearances for any Goods that are to be exported outside the United Kingdom.

### **16. NOTICES**

The Buyer shall give notice to the Seller of the change or acquisition of any address or telex facsimile or similar number at the earliest possible opportunity but in any event within 48 hours of such change or acquisition.

## **WARRANTY AND LIABILITY CONDITIONS (Not Valid for USA and Canada)**

### **1 - Compliance of the brand new products**

The original seller of the brand new product (hereinafter referred to as Product) hereby warrants that the Product corresponds in quantity, quality, and type as specified in the sales contract (or, if missing, in the order's confirmation) for the Product and that the Product is without defects that could render it unfit for the use to which it is intended. The original seller of the Product is identified on the invoice for the Product and is referred to herein as the "Warrantor."

### **2 - Extent of the guarantee**

The warranty is limited only to defects in a) the design of the Product, b) the materials in the Product or c) the construction of the Product, which can be attributed to the Warrantor. The warranty does not apply in the case where the buyer is unable to prove correct storage and maintenance of the brand new products, or in the case the buyer has modified the Product without the prior written agreement of the Warrantor.

Furthermore, the Warrantor is not liable for defects in the brand new product due to the normal wear and deterioration of those parts of the Product, which by their nature, are subject to rapid and continuous wear and tear (e.g.: lining, etc.).

In general, in no case shall the Warrantor be liable for defects in compliance that arise after the transfer of risk or possession of the Product to the buyer has taken place.

The warranty is valid only when the brand new products are installed, used and maintained in conformity with the warnings and instructions provided by the Warrantor in the instruction manual or other Product literature and in conformity with the applicable laws, standards or regulations existing in the location where the brand new products are used or, in the absence of any applicable laws, standards or regulations, in conformity with the best practices in the applicable industry or trade.

### **3 - Claims**

The buyer is required to check the compliance of the brand new Products and confirm the absence of flaws. The buyer should report any flaws or defects in brand new Products, in the following ways and time. Failure to properly and timely report a defect will void the warranty:

a) Claims for shortage or damages that could have been apparent from an examination of the exterior of the Product's packaging contents must be reported as soon as the brand new Products arrives at their place of destination or, in any event, no more than 5 days after that time.

b) Claims relevant to quantity, colour, quality flaws or defects or non-compliance that the buyer should have been able to identify as soon as it took possession of the Product, must be made shortly after the time when the brand new Product arrives at its place of destination or, in any event, no more than 15 days after that time;

c) Hidden flaws, defects or non-compliance (that is, those not identifiable according to the inspection imposed by law and by the preceding subparagraphs) must be reported within 30 days after the discovery or in any event, no more than 5 years from the delivery date.

Claims must be sent by registered letter, addressed to the head office of the Warrantor and must describe in detail the alleged defect, flaw or non-compliance.

In order to preserve this warranty, the buyer must not attempt any disassembly repairs or modifications on the brand new product without the Warrantor's prior written agreement.

The buyer forfeits and waives its rights under this warranty if the buyer does not consent to every reasonable request of the Warrantor, or if after the Warrantor has requested the return of the defective brand new products at buyer's own expenses, the buyer fails to return the Product within 5 working days from the request.

In the event that the warranty claim is ultimately determined, in the sole discretion of Warrantor, to be unfounded, the buyer will reimburse the Warrantor all expenses incurred by Warrantor in evaluating the warranty claim (travel, expert valuations, transport expenses etc.).

### **4 - Remedies**

Following a report by the buyer duly made in accordance with the previous point 3, the Warrantor, within a reasonable period depending on the type of claim, may, at Warrantor's sole reasonable discretion:

a) Supply EXW to the buyer products of the same kind and quantity as those that have been proved to be defective or not in compliance with the contract; in such a case the Warrantor can require the return of the defective product, which becomes property of the Warrantor. In case of additional costs related to the replacement of a product proved to be defective or not in compliance, Warrantor and buyer shall jointly and previously agree how to apportion the costs.

b) Communicate in writing the cancellation of the contract, and offering a refund of the amount paid for the replaced product

No other cost (such as disassembling and/or reassembling of the products, transportation from/to the premises of buyer's customers, etc.) shall be charged to or paid by the Warrantor, unless previously expressly agreed in writing by the Warrantor.

## **WARRANTY AND LIABILITY CONDITIONS (Not Valid for USA and Canada)**

### **5 - Limit of seller's liability**

The Warranty provided herein supersedes all legal warranty for defects and compliance, and excludes any other possible liability of the Warrantor, however originating, from the brand new products supplied by Warrantor. In particular, the buyer cannot put forward another claim for compensation in respect of any further damages, request any reduction of the contract price or cancellation of the contract. Once the period of the Warranty has expired no claim can be made against the Warrantor.

In no event shall Warrantor be liable to buyer for any direct, incidental, indirect, consequential or exemplary damages, including without limitation any claim for damages based on lost revenues or profits, however caused. No exceptions to or modification of this Warranty will be permitted unless expressly and specifically defined and accepted by the parties in writing.

### **6 - Technical regulations**

As far as the brand new product characteristics and specifications are concerned, the Warrantor complies with the legislation and the technical regulations prevailing in Italy and the European Directives, unless otherwise specified in the contractual documentation (i.e. contract, order's confirmation, or invoice); The buyer assumes the risk of any difference between the European Directives plus the Italian regulations and those of the country of destination, regarding the use or installation of the Products, and indemnifies the Warrantor for any such differences it. The Warrantor guarantees the performance of brand new products of manufactured by Warrantor only and exclusively in relation to uses, destinations, applications, tolerances, capacities, etc. that have been expressly indicated by Warrantor and that are incorporated in the contractual documentation (i.e. contract, order's confirmation, invoice).

The buyer is not authorised to dispose of the brand new Products supplied to him by the Warrantor in a way which does not conform to the indications described in the previous sub-paragraph and in the instructions given by Warrantor.

Where the buyer intends the said products to be resold, it shall be buyer's responsibility:

- a) to inform the purchasers of the Product from buyer of the correct specifications and uses of the Product;
- b) to grant any further periods or extended terms of any warranty provided by buyer only to buyer's purchasers that exceed the warranty granted to buyer by Warrantor according to paragraph 3.
- c) the buyer shall not grant or extend any warranty on behalf of Warrantor to any third party.

### **7 - Personal injuries and property damages**

Warrantor shall indemnify buyer from and against any and all claims, demands, losses, liabilities alleged by third parties relating to personal injuries and property damages suffered as a result of a defective product. In such event, Warrantor will exclusively be responsible within the limits, terms and conditions of the product liability insurance policy held by it (a copy of the current policy is available upon request).

In case of potential damages to third parties that may arise from a defective brand new product, the buyer and Warrantor shall work together in good faith to determine the nature and extent of the appropriate measures to be taken, including recall operations. It is understood that the costs and expenses associated with the recall or other measures shall be paid by Warrantor within the limits, the terms and the conditions set forth in Warrantor's liability insurance policy, with the exclusion of the costs connected to the locating and retrieving the Products in the market, which will be paid by the Buyer.

## Notes

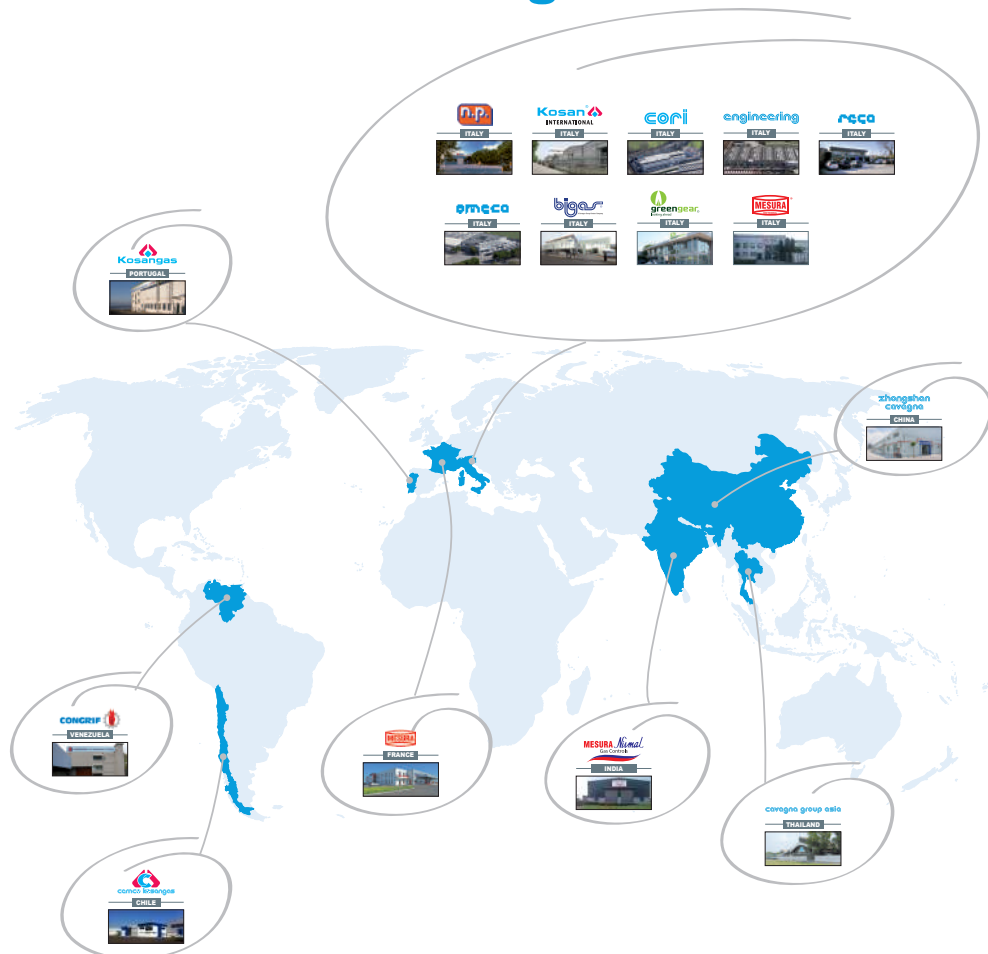
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