

# PORTFOLIO UK



# Design







UNIQUE VENATINO™

UNIQUE ARABESCATO™







UNIQUE CALACATTA™









	1			ı	1		
	FINISHES		THICKNESSES		SLAB SIZE		
ABSOLUTE BLANC	0	G					
ALASKA	0						
AMA BLACK	Ð						
AMA BROWN	0						
AMA WHITE	0						
ARENA	0						
AZABACHE	0						
BOTTICINO	0	G					
CARRARA	0	G					
CENIZA	0						
CLAY	0	G					
CONCRETE BEIGE			O				
CONCRETE DARK			Θ				
CONCRETE ICE			Ø				
DUNE	0	G					

	F	FINISHES		THICKNESSES		SLAB SIZE	
FUNCTIONAL COOL	0	G					
FUNCTIONAL DIM	Ø	G					
FUNCTIONAL WARM	O	G					
GLACIAR	Ð						
ICE BLACK TM	0	G					
ICE WHITE™	Ð	G					
LACTEA	Ø						
LAND	0	G					
LUNA	0						
МОКА	O						
MOON	Ø						
NEW PASSION	0						
NOCTURNO	0						
PERLINO	Ø	G					
PLOMO	0						

		FINISHE	S	THICK	NESSES	SLAE	3 SIZE
SMOKE GRAY	0						
SNOW	0						
TITANEO	Ð						
UNIQUE ARABESCATO <sup>TM</sup>	Ø	G					
UNIQUE ARGENTO <sup>TM</sup>	0	0					
UNIQUE CALACATTA <sup>TM</sup>	Ð	G					
UNIQUE MARQUINA <sup>TM</sup>	0	G					
UNIQUE VENATINOTM	0	G					
VANILLE	0						
VENECIA	0						
WHITE ALMOND	Ð						
WHITE MIRROR	0						
ZEMENT BEIGE		0					
ZEMENT GRAY		G					
ZEMENT ICE		G					
ZEMENT WHITE		G					

Ð	POLISHED

POLISHEL

**G** GLACÉ

© CONCRETE

All thicknesses: 12mm, 20mm and 30 mm

Only available in 20 mm and 30 mm thicknesses

Only available in 20 mm thicknesses

☐ Standar Slab

Giant Slab
Available in 20 mm or 30 mm
thickness.
Check price list.

#### DESIGN AVAILABLE IN 12MM

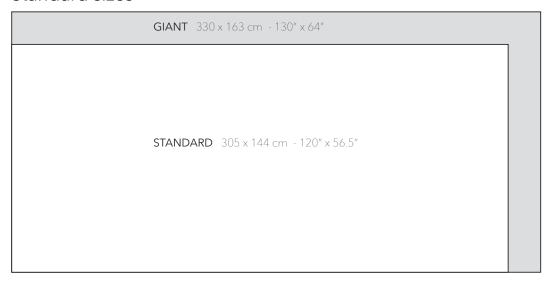
ABSOLUT BLANC ALASKA ARENA AZABACHE BOTTICINO CARRARA CENIZA CLAY
DUNE
FUNCTIONAL COOL
FUNCTIONAL DIM
FUNCTIONAL WARM
GLACIAR
LACTEA

LAND LUNA MOKA MOON NEW PASSION NOCTURNO PERLINO PLOMO SMOKE GRAY SNOW TITANEO VANILLE VENECIA



# Sizes

## Standard sizes\*



# Standard tiles sizes\*\* Thicknesses 12 mm - 1/2" 60 x 40 x 12 cm 24" x 16" x 1/2" 60 x 60 x 12 cm 24" x 24" x 1/2" 30 mm - 1 1/4"

12" x 12" x 1/2"



24" x 12" x 1/2"



<sup>\*\*</sup> Special sizes and thicknesses upon request.



# GENERAL DESIGNS PORTFOLIO UK

# General Design





# PROJECT DESIGNS PORTFOLIO UK

# Design - Project







CARRARA



UNIQUE ARABESCATO™





UNIQUE

UNIQUE CALACATTA™







# Packing List

STD TILE SIZE	THICKNESS	WEIGHT (Kg/SQM)	PIECES x BOX	SQM x BOX	Kg. x BOX	BOXES x PALLET	SQM x PALLET	PALLET WEIGHT	PALLETS x 20' CONTAINER
30x30 cm. (EUROPALLET)	12 mm.	30	10	0,90	27	40	36,00	1.080	22
60x30 cm. (EUROPALLET)	12 mm.	30	5	0,90	27	40	36,00	1.080	22
60x40 cm. (1x1 m)	12 mm.	30	4	1,2	36	28	33,6	1.008	24
60x60 cm. (1x1 m)	12 mm.	30	4	1,44	43,2	28	40,32	1.210	20
SKIRTING PIECES	THICKNESS	WEIGHT (Kg/ml.)	PIECES x BOX	ml. x BOX	Kg. x BOX	BOXES x PALLET	ml. x PALLET	PALLET WEIGHT	
60x7 cm. (EUROPALLET)	12 mm.	2,17	15	9,00	20	56	504,00	1.094	

STAN	IDAR SLABS X 20' CONTAIN	GIANT SLABS X 20' CONTAINER			
Thickness 12 mm.	Thickness 12 mm. Thickness 20 mm. Thickness 20 mm.		Thickness 20 mm.	Thickness 30 mm.	
160	96	64	80	60	

Cardboard box and wood pallet weights included. Approximate weight.

# **Highest Certificates**





COMPAC offers "Lifetime Guarantee" on the bathroom countertops kitchen worktops for residential use. The terms, conditions and instructions for registration are in our site www.compac.es.

The guarantee registration form is made automatically completing the data requested by the system, thus facilitating the administration of the guarantee certificate.

GEOGRAPHICAL LIMITATION / CONSULT YOUR DEALER.



#### ISO 9001

Bureau Veritas SA Certification to COMPAC, that applies to the design, manufacture and marketing of agglomerated stone.

This certification is a valuable asset because it demostrable our achievements and ongoing commitment to run business in a depply professional and consistent way.





#### **GREENGUARD**

The certificate issued by the Greenguard Environmental Institute ensures that COMPAC products compliant indoor air quality with respect to volatile organic compounds (VOCs). Seals are awarded Greenguard Indoor Air Quality Certified (Certified IAQ) and The Greenguard Children & Schools Certified (Certificate of Schools and Children's Venues), the second is one of the most stringent inthe industry.



NSF certification is given by the recognized U.S. agency that acts on the issuance of certificates of health, hygiene and environmental considered COMPAC products safe material for direct contact with all food.



The U.S. Green Building Council (USGBC) is transforming the way we design, build, maintain and operate our buildings, homes and communities.

USGBC is committed to a prosperous and sustainable future through cost-efficient and energy-saving green buildings



Classification of construction products and building elements of fire performance. Certificate for the quartz product range by AFITILICOF Centre of Fire Testing and Research (Associantion for the Promotion of Research and Fire Safety Technology) according IMO Resolution A.653 according to IMO Resolution MSC 61 FTPC Code (67).



Alimentary contact certificate All COMPAC Technological Quartz products comply with the European regulation EC 1935/2004 for articles intended to come into contact with food.



Incorporating BIO resins from renewable plant sources is a very important technological advance to the market and benefits the entire distribution channel, especially in the handling by fabricators because of its lower shrinkage and internal stresses, supports better the bending, increases its impact resistance, cracks and cutting fissures, minimizing the slabs' curvature during the storage and, due to its hardness, makes easier the polishing and finishing work.

# Inspect before cutting

WORKTOP ELABORATION:

Below is a description of guidelines you should follow when making COMPAC Technological Quartz worktops to ensure maximum quality, avoid claims from clients or incidents during elaboration.



#### 1. VISUAL INSPECTION OF THE PANEL

Remove the protective plastic before inspecting the slab. Before cutting the panel it is recommendable to visually inspect it, looking for possible nonconformities on the panel. Once the slab has been cut, no claims for any of the reasons listed below will be accepted:

- Differences in colour on the same slab (batch number, label identifier).
- Differences in tone from one slab to another, should more than one slab be needed for the complete job.
- Shadows, non-uniform brightness or polishing marks.
- Pores or other surface imperfections.
- Stains or irregularities in the distribution of the quartz elements.
- Thickness outside the tolerance of 1.2mm. Curvature outside the tolerance of 3mm in length and I.5mm in height.
- Surface fissures or cracks. "Due to the particularities of their manufacturing process and the raw materials used in COMPAC products, these may present slight irregularities in the random distribution of guartz grains, as well as slight imperfections.

If this is the case, it is the responsibility of the marble worker or installer to decide if the slabs showing these anomalies are appropriate for application in each individual case or not." The marble worker or installer should keep a record of the batch No. or Nos. of the slab/s used in each job, as these must be presented in the event of an incident or claim.

#### 2. BASIC RECOMMENDATIONS FOR ELABORATION

To achieve good results in elaborating the worktop, please always bear in mind the following basic recommendations:

- Do not attempt to change the surface finish of the material by repolishing, sealing or pumicing it.
- Always use water-cooled tools to avoid overheating the material being cut.
- Always try to avoid cross cuts, as these may produce fissuring.
- Angle cuts must always be rounded off (minimum radius 1 cm).
   For internal angles always use a suitable drill to avoid damaging the angle.

\*These recommendations pertain to the COMPAC Professional Manual vers.1 201210 point No.2 Manufacturing

COMPAC places at your disposal our Technical Manual for Professionals to ensure that our products are handled with maximum precautions after leaving the factory, to enhance the safety of professionals working with our materials and to guarantee total satisfaction for the end user.

Please ask your sales agent for this document, in which you will find detailed instructions and useful advice to enable you to save time, work more safely and guarantee product quality.







# Intructions for care and cleaning



#### • WHERE SHOULDN'T COMPAC TECHNOLOGICAL QUARTZ BE USED?

Do not place COMPAC Technological Quartz materials in outside locations or in place subject to intense solar radiation, or in places where the product may be exposed to lighting emitting UV rays.

#### • IS COMPAC TECHNOLOGICAL QUARTZ HEAT RESISTANT?

Yes, it is a heat-resistant product. Nevertheless if you place hot objects taken straight from the stove or oven (frying pans, pots, casseroles, etc.) on these surfaces, they may be irreversibly damaged. Therefore it is recommendable to use mats or cloth over the quartz surface when you need to place hot objects on it. Toasters, fryers and other appliances (built in vitroceramic hobs, dishwashers, etc.) generate heat, so the surface should be protected by ensuring there is sufficient separation for ventilation so that heat can be dissipated.

# • IS IT NECESSARY TO APPLY A SEALANT ON THE SURFACE OF COMPAC TECHNOLOGICAL QUARTZ?

No, thanks to its null porosity, no humidity can penetrate the surface, so it is not necessary to use water-repellents or sealants to protect the surface or enhance its gloss, as opposed to other natural stone like marble.

# • CAN I CUT DIRECTLY ON COMPAC TECHNOLOGTCAL QUARTZ SURFACES OR USE SHARP UTENSILS?

COMPAC Technological Quartz is made from 93-95% natural quartz, one of the hardest and most beautiful minerals in the world. Nevertheless, to ensure its integrity and beauty we recommend avoiding cutting operations directly on the surface. Use an appropriate cutting board when working with knives, sharp utensils or tools.

# • WHAT CHEMICAL OR CLEANING AGENTS ARE NOT RECOMMENDABLE FOR USE?

Do not use paint strippers, caustic soda, degreasers, or products with a pH level above 10 or chlorine-based products, such as oven or toilet cleaners, furniture wax, or oily soaps or drine unblocking products. Do not under any circumstances use products containing hydrofluoric acid or dichloromethane. If you use bleach or solvent, this must be diluted with water and never allowed to remain in contact with the surface for long periods of time.

- CAN I RE-POLISH COMPAC TECHNOLOGICAL QUARTZ SURFACES?
   No. Under no circumstances should COMPAC TECHNOLOGICAL QUARTZ surfaces be re-polished, eithen in floor or worktop applications.
- HOW DO I CLEAN AND CARE FOR A SURFACE WITH GLACÉ FINISH? All COMPAC Technological Quartz products and finishes (Polished and Glacé) have the same quality levels and physical-mechanical properties.

# • DO COMPAC TECHNOLOGICAL QUARTZ MATERIALS WITH BIO RESINS OR RECYCLED MATERIALS NEED ANY SPECIAL KIND OF MAINTENANCE?

No. COMPAC supplies several products made using renewable "BIO" plant-origin resins (Carrara, Perlino, Botticino, Unique Calacatta™, Unique Marquina™, Unique Venatino™, Unique Arabescato™ and Unique Argento™) and other products containing a high percentage of recycled materials (crystals): Azabache, Titáneo, Láctea and Venecia. All of these have the same quality levels and only require the same care and maintenance as other products.

• IS COMPAC TECHNOLOGICAL QUARTZ A SAFE/HYGIENIC MATERIAL? Yes. All our Technological Quartz products are certified and approved for home use by official certifying bodies in each of the countries where COMPAC products are sold. We have a GREENGUARD Indoor Air Quality certificate, which means that our products contribute to a healthier indoor atmosphere, giving off no volatile emissions, and a GREENGUARD Childrens & Schools certificate that guarantees the safety of our products in schools and other buildings where children spend substantial periods of time. The NSF also certifies that our products transmit no contaminating chemical elements to food or foodstuffs when they come into direct contact with COMPAC surfaces.

## • DO COMPAC TECHNOLOGICAL QUARTZ PRODUCTS CONTAIN ANTIBACTERIAL AGENTS?

No. The zero porosity of our material prevents the formation of mould, mildew and bacteria. Therefore, it is not necessary to incorporate chemical agents in our products to prevent bacterial growth. We maintain that COMPAC Technological Quartz products are natural antibacterial materials.





If you need to ask any further questions about our products, email us at: calidad@compac.es



#### 1 GENERAL

1.1 In these conditions'the Company' shall mean COMPAC UK LTD and 'the Products' shall mean all goods to be supplied under this Contract. All quotations are made and all orders are accepted subject to these conditions. All other terms conditions and warranties whatsoever are excluded from the contract or any variation thereof unless expressly accepted by the Company in writing (order acknowledgements do not

constitute such acceptance). In the event of a conflict between these conditions and the specific terms and conditions of quotation then the latter shall prevail. Acceptance by the Customer of delivery of the Products shall be deemed to constitute unqualified acceptance of these conditions and the company is in no way trading on the customer's terms.

- 1.2 Unless otherwise stated therein quotations shall be available for acceptance for a maximum period of 30 days from issue and may only be accepted by written notice received by the Company.
- 1.3 Any statement or representation (other than in the Company's quotation or order acknowledgement) by the Company its servants or agents upon which the Customer wishes to rely must be set out in writing and attached to or endorsed on the Customer's order and in any such case the Company may confirm, reject or clarify the point and submit a new quotation. Any statement or representation which is not so confirmed in writing is followed or acted upon entirely at the Customer's own risk and the Cornpany shall have no liability in negligence or otherwise in connection therewith.
- 1.4 The contract is between the Company and the Customer as principals; neither the benefit nor the burden is assignable by the Customer without the Company's written consent; the contract may be assigned or sub-contracted by the Company.
- 1.5 If, subsequently to any contract of sale which is subject to these conditions, a contract of sale is made with the same Customer without reference to any conditions of sale or purchase, such contract howsoever made shall be deemed to be subject to these conditions.

#### 2 SPECIFICATIONS

- 2.1 The goods are supplied in accordance with the specification (if any) submitted to the Purchaser and any additions and alterations shall be subject to an extra charge. The company's product mostly constitutes natural marble and therefore the tone may slightly change.
- 2.2 Any goods not so specified shall be in accordance with the Company's printed catalogue or the catalogues of the Company's suppliers. All descriptions and illustrations in the Company's catalogues, brochures, design, advertisements, price lists and other literature or those of its suppliers relating to the Company's products are intended for general guidance only and the Company does not accept any responsibility whatsoever for any errors, omissions or other statements therein or any loss or damage resulting from reliance there on.
- 2.3 The Company reserves the right at any time to make whatever alterations, modifications or improvements to its products as it sees  $f_i$ t. If it adopts any change in construction or design of the goods or the specification thereof the purchaser shall accept the goods so changed in fulfilment of the order.
- 2.4 If the Purchaser wishes to receive definite information about any of the Company's products the purchaser must enquire in writing to the Company only if he receives an express written answer from a duly authorised representative of the Company is he entitled to rely on any representation about the Company's products.
- 2.5 The Purchaser should in all cases satisfy itself as to the suitability of the Company's products for the particular purposes for which it wishes to use them.
- 2.6 All goods manufactured by the Company only are submitted to the normal tests before despatch and where applicable certificates of such tests are issued but the Company cannot accept any responsibility for any errors or omissions in such tests or certification.



#### **3 RETURNS POLICY**

Slabs can be returned within 30 days of delivery but a handling charge of 50 ex vat will be made for re-stocking and checking goods: Collection charge will apply unless a new delivery is being made.

Slabs returned must have been stored inside and plastic cover and labels intact.

Any slabs upon inspection that are damaged or unsaleable will not be credited and returned at next routine delivery.

#### **4 DELIVERIES**

- 4.1 All orders with value below £1000 ex vat will be charged at £100 ex vat. All orders greater than £1000 ex vat will free of delivery charge.
- 4.2 Unless otherwise agreed in writing by the Company delivery shall be deemed to take place in the case of ex-works sales when the Products are made available for collection by the Customer or its carrier and in all other cases upon delivery by the Company to the agreed mainland UK delivery point airport or port. The customer is responsible for meeting the costs of insuring the goods in transit whoever arranges transport and if arranged by the company will be invoiced to the customer.
- 4.3 Delivery is dependent upon prompt receipt of all necessary information drawings final instructions and approval from the Customer and any delays or alterations by the Customer may result in delayed delivery for which the Company shall not be responsible.
- 4.4 All dates and periods for delivery are estimated and do not constitute fixed times for delivery by the Company. Unless otherwise expressly agreed in writing by the Company the Customer shall have no right to damages or to cancel the contract for failure for any cause to meet any delivery times given in the contract or subsequently set and even if it is expressly so agreed the liability in damages of the Company for delay in delivery shall not in any event exceed 5% of the

net invoice value of the delayed Products or £1000 whichever is the less"

- 4.5 Notwithstanding clause 2.3 the Customer shall be obligated to accept delivery on the date or within the period stated in the quotation or order acknowledgement or (if none is so stated) in the order (if none is so stated) one month after the issue of notice in writing by the Company requiring the Customer to accept delivery. Failure by the Customer either to take delivery of or to make payment in respect of any one or more instalments of products shall entitle the Company to treat the whole contract as repudiated by the Customer.
- 4.6 Where the Customer requests and the Company agrees to postpone delivery or where delivery is otherwise postponed without default by the Company the Customer shall pay all costs and expenses including a reasonable charge for storage and transportation occasioned thereby and the Customer shall pay for the Products in accordance with these conditions as if the same had been delivered in the ordinary course without reference to the postponement.
- 4.7 Unless otherwise expressly agreed the Company may affect delivery in one or more instalments. Where delivery is effected by instalments each instalment shall be treated as a separate contact governed by these conditions. No delay in the delivery of any instalments of Product or any defect therein shall entitle the Customer to terminate the remainder of the contract.
- 4.8 Tiles are available made to order and current delivery time can be checked with the warehouse. Ensure sufficient allowance is made for wastage as follow up production may not match in tone/shade due to raw material changes. Tile orders as made to order are non returnable and non cancelable.





#### **5 TITLES AND RISK**

- 5.1 Risk in goods shall pass to the Purchaser on delivery and the Purchaser shall insure the goods for their full value from that time.
- 5.2 Notwithstanding 4.1 legal and beneficial ownership of goods the subject of this contract shall remain with the company until payment in full has been received by the Company.
  - For such goods.
  - II. For any goods supplied by the Company.
  - III. For any monies due from the Purchaser to the Company on any account.
- 5.3 Each sub-clause of 4.2 is separating severable and distinct from the others.
- 5.4 Until property in ihe goods passes to the Purchaser under 4.2 the Buyer shall
  - I. Be bailee of the goods
  - II. Keep the goods separately and readily identifiable as the property of the Company.
- 5.5
- III. Notwithstanding 4.2 the Purchaser may as principal in the ordinary course of its business sell the goods by bona fide sale at full market value.
- IV. Goods shall be deemed sold or used in the order delivered to the Purchaser.
- V. Any resale by the Purchaser of goods in which property has not passed to the Purchaser shall (as between the Company and the Purchaser only) be treated as if made by the Purchaser as agent for the company.
- 5.6
  - If goods in which property has not passed to the Purchaser are mixed with or incorporated into other goods the property in those other goods shall be held on trust by the Purchaser for

- the company to the full extent of the sums recoverable by the Company under clause 4.2.
- II. The proceeds of sale of any goods and any other goods referred to in 4.6 (I) shall be held by the Purchaser in trust for the Company to the extent of all sums recoverable by the Company under 4.2.
- III. The Purchaser shall keep any proceeds of sale as referred to in 4.6 (I) in a separate account but in any event the Company shall have the right to trace such proceeds (according to the principles in re Halletts estate (1880) 13 Ch D 696).
- 5.7 The Purchaser assigns to the Company all rights and claims the Purchaser may have against sub-buyers and others in respect of goods specified in 4.5 (III) and 4.6 (I) and proceeds of sale specified in 4.6 (II).
- 5.8 At any time prior to property in goods passing to the Purchaser (whether or not any payment to the Company is then overdue or the Purchaser is otherwise in breach of any obligation to the company) the Company may (without prejudice to any other of its rights).
  - Retake possession of all or any part of the goods and enter any premises for that purpose (or authorise others to do so)which the Purchaser hereby authorises.
  - II. Require delivery up to it of all or any part of the goods.
  - II. Terminate the Purchaser's authority to resell or use the Goods forthwith by written notice to the Purchaser which authority shall automatically terminate (without notice) upon any insolvency of the Purchaser or if going into liquidation (as defined in the insolvency Act 1986) or it having a receiver appointed or calling a meeting of its creditors or any execution or distress being levied on goods in its possession"
- 5.9 The Company may at any time appropriate to such indebtedness as it thinks fit sums received from the Purchase notwithstanding any purported appropriation by the Purchaser.
- 5.10 Each clause and sub-clause of this clause is separate several and distinct.



#### **6 PRICES AND PAYMENT**

- 6.1 All prices are exclusive of VAT unless otherwise stated and will be those ruling at the date of despatch of the goods however the company reserves the right to alter the price list.
- 6.2 Notwithstanding any special clause relating to delivery dates, the Company reserves the right to require that goods are paid for prior to despatch from its works and any delivery date shall be extended accordingly. 6.3 Payment of the Price and VAT shall be due within 30 days of the date of the invoice unless alternative terms have been agreed between the company and the customer in writing. Time for payment shall be of the essence. A discount of 1.5% will be made against the invoice price exclusive of VAT if paid within 25 days, of the invoice date.
- 6.4 If payment is not made by the due date alt monies owing (whether due or not) by the Furchaser to the Company shall become due and payable and the Company may without prejudice to any of its rights under these conditions charge interest on the aggregate of such sum then outstanding at the rate of 4% per annum above the base rate of Banco Sabadell or the prevailing rate pursuant to statute (whichever is the greater) from time to time such interest to accrue on a daily basis until the date of actual payment after as well as before any judgment.
- 6.5 All payments are to be made on or before the due date as a condition precedent to future deliveries under this or any other contract and where the goods are delivered in instalments or in the course of two or more separate deliveries payment for each instalment or delivery shall be a condition of delivery of subsequent instalments or deliveries.
- 6.6 Any failure to pay by the due date shall entitle the Company at its option to treat the contract of sale i.e. the order as accepted by the Purchaser as repudiated by the Purchaser although in such event the Company reserves all rights there under which may have accrued to it prior to such repudiation.

- 6.7 All payments must be made in full without right of deduction or set-off.
- 6.8 The Purchaser will pay all costs and expenses, including without limitation, legal and other debt collection expenses incurred by the Company in recovering and attempting to recover all or any amounts due to the Company from the Purchaser.

# 7 LOSS SHORTAGES AND DAMAGE APPARENT ON DELIVERY INSPECTIONS

- 7.1 The Customer shall have no claim for loss, shortages or damage on delivery which are or would be apparent on inspection unless the Customer:
- 7.1.a Notifies the Company of any loss, shortage or damage (otherwise than by a qualified signature on the delivery note) within four working days of receipt; and
- 7.1.b On a valid complaint made in accordance with this clause 6 the Customer shall be entitled to repairs to or replacements for the affected Products or at the Company's option a credit for the price thereof but the Company shall have no further liability whatsoever. If a complaint of loss shortages or damage on delivery is not made to the Company in accordance with the clause 6 then the Products shall be deemed to be delivered complete and undamaged in accordance with the contract and the Customer shall be bound to pay for the same accordingly.
- 7.2 Loss shortages or damage in a delivery or any installment delivery shall not be a ground for termination of the contract or the remainder of the contract (as the case may be).



#### **8 GUARANTEES**

The company provides no guarantee for any goods supplied to the customer unless specifically stated.

#### 9 COMPANY'S LIABILITY

- 9.1 Save as provided in sub-clauses (8.2 to 8.7) of this clause all warranties, conditions, guarantees or representations, express or implied, statutory or otherwise are hereby excluded, and the Company shall not be liable for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise (including but not limited to any loss or damage arising out of or in connection with lost profits or damage to any moveable or fixed property), arising out of or due to or caused by any defects or deficiencies of any sort in the goods supplied or manufactured by the Company, and whether such defects or deficiencies are caused by the negligence of the Company or its servants or agents or otherwise.
- 9.2 The Company agrees at its option to make good by replacement or repair, defects in such goods which arise solely from faulty materials or workmanship as detailed in 6.1.(b).
- 9.3 The Company does not exclude its liability for death or personal injury and accepts liability for any breach of the part of the Company of any undertaking as to the title, quiet possession and freedom from encumbrance which may be implied by section 12 of the sale of Goods Act 1979.
- 9.4 This clause shall not deprive a Purchaser dealing as a consumer pursuant to Section 12 of the Unfair Contract Terms Act 1977 of his statutory rights.
- 9.5 If upon examination the company can show that there is no defect in the goods the Purchaser shall pay the Company its reasonable costs in connection therewith.
- $9.6\,\mbox{Where}$  any component part of the goods sold by the Company is

not manufactured by the Company the Purchaser will only be entitled to the benefit of the above guarantee to the extent that the Company is able to recover from the manufacturer of such part.

9.7 Where the Company or its agents have carried out any work of fixing, erection or installation the Company will not, save as set out above, be liable in any way whatsoever for any matters arising out of or in connection therewith whether due to negligence or otherwise howsoever.

#### 10 LIMITATION OF LIABILITY

### 10.1 Claims will not be accepted

- IV. In respect of any goods or installations which have been dismantled or altered without the Company's agreement in writing or
- V. If the defect has arisen from accident, misuse, miss service, neglect, wear and tear, abnormal or incorrect conditions or operation, or storage pending fixing, erection or installation, incorrect installation, lack of reasonable maintenance or any other cause beyond the reasonable control of the Company
- VI. For the costs associated with removing and re-fixing a defective product referred to and known by the company as fixing costs.
- 10.2 Without prejudice to sub-clauses (8.3) and (8.4) of clause 8 above the amount of any damages recoverable by the Purchaser from the Company for breach of contract or negligence shall not exceed the greater of 20,000£ or the invoice price of the goods.
- 10.3 The Company shall not be under any duty arising from clause B if the Purchaser is in breach of any provisions of the contract with the Company, until the Purchaser has remedied the breach.
- 10.4 The Company has to be notified in writing by the Customer within 7 days of an incident that gives rise to a claim against the Company and the Customer must provide documentation in support of such a claim.



10.5 The Company also reserves the right to inspect any premises the site of any claim and the Customer agrees to allow such inspections and to obtain their own evidence of any claim being made against them.

#### 11 TERMINATIONS

- 11.1 Without prejudice to any other rights or remedies of the Company it shall be entitled in any of the following circumstances to terminate (in whole or in part) this and any other contract whenever made between the Company and the Customer and/or to suspend deliveries and/or to receive upon demand payment to all monies payable under any such contracts whether or not otherwise due:
- 11.1.1 The Customer makes or proposes any voluntary arrangements with its creditors or becomes subject to an administration order or becomes bankrupt or goes into liquidation;
- 11.1.2 An encumbrance takes possession or a receiver is appointed of any of the property or assets of the Customer;
- 11.1.3 The Customer becomes unable to satisfy its debts as they fall due or ceases or threatens to cease to carry on business;
- 11.1.4 The Company reasonably believes or apprehends that any of the events mentioned above or any equivalent under any relevant laws has or may occur;
- 11.1.5 The Customer commits any breach of this or any other contract whenever made between the Customer and the Company.

#### 12 FORCE MAJEURE

12.1 The Company shall be excused performance of its obligations whilst and if affected by act of God governmental restriction condition

or control, any act done or not pursuant to a trade dispute whether such dispute involves its employees or not, default by suppliers of the Company, shortage of materials or by any other act matter or thing beyond its reasonable control including failure by the other party to carry out anything required for performance of the contract;

12.2 In the event that the Company does not perform its obligations by reason of any of the causes referred in clause 11.1 within six months after the time for performance then either party may by written notice terminate the contract without liability save that the Customer shall pay for any Products delivered or completed at the time of termination.

#### 13 LAW AND JURISDICTION ETC

- 13.1 The contract shall be governed and interpreted exclusively according to the Laws of England. The parties hereby agree to submit to the exclusive jurisdiction of the English courts provided that the Company may at its option take proceedings in the courts of the state in which the Customer is domiciled.
- 13.2 No waiver of or delay or failure by the company to exercise any rights or remedies shall prejudice or preclude any future or further exercise thereof.
- 13.3 If any provision of these conditions shall be held invalid or unenforceable in whole or in part then the unaffected provisions shall remain in full force and effect. Headings appear for convenience only and shall not affect the construction of these conditions.

#### HERE ARE A FEW OF OUR MOST IMPORTANT RECOMMENDATIONS:

- Always use water-cooled cutting tools (Never dry cut)
- Always ensure adequate ventilation/extraction systems.
- Perform regular cleaning (vacuuming, wet methods). Do not sweep or use cleaning tools or machinery that raise dust.
- LNTEGRAL SAFETY AND HYGIENE MANAGEMENT (HEALTH MONITORING, ONGOING TRAINING, INFORMATION...)
- Use Respiratory Protection Equipment with particle filter type P3.

As Quartz is silica glass, COMPAC makes available information regarding the characteristics of and guidelines for the use of the product.

Procedures for correct cutting and handling are available directly

from our website, can be requested from your sales representative or directly from our Health & Safety Department via the following e-mail: prevencion@compac.es

Please note in all cases the user is responsible for the proper handling of COMPAC products















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