



FREEDOM TANKS EAST COAST PTY LTD

ABN 52 157 762 911

TERMS AND CONDITIONS OF SALE

The following terms and conditions apply to the purchase of tanks from Freedom Tanks East Coast Pty Ltd hereafter referred to as FTEC.

Whilst every effort is made to ensure the accuracy of the capacity of each tank FTEC cannot guarantee that the advertised tank volumes are approximate volumes only. Should you require any further information please contact FTEC on 1800 700 701 or visit www.freedomtanks.com.au.

FTEC or its agents do not take any responsibility for overloaded, overweight, or oversize issues that may occur, once the tank is attached to your vehicle. It is the purchaser's responsibility to ensure that the vehicle is appropriate for the size and weight of the individual tank and complies with all legislative requirements.

ORDERING AND DELIVERY INSTRUCTIONS

FTEC sales representative will give an estimated delivery time, however this time may vary due to manufacturing timeframes. Once a signed order has been placed, together with a 20% deposit or company order number (where applicable), your order will then be placed with manufacturing. Whilst every effort will be made to adhere to the estimated delivery time FTEC cannot be held responsible for any delays in manufacture.

Any custom manufactured tank order will incur a 50% deposit to be paid with the completion of a signed order.

7 days before your order is ready for dispatch you will receive confirmation of the pickup date and stock will only be released once cleared funds are received. (Unless prior arrangement has been made with management). Your order will be available for collection or will be dispatched via your selected transport method at your cost. Transport times may vary depending on location and the transport method chosen. All tanks are sold ex-stock from 227 Sandy Creek Rd Yatala Qld or a location nominated by FTEC. It is the responsibility of the purchaser to arrange transport unless the customer assigns FTEC to do so which will incur an additional fee.

Note: Transport is not included in the price unless stated.

If payment is made by cheque which is dishonored the company reserves the right to charge the customer for accounting and bank charges and other fees incurred by it in respect of such dishonor.

We accept Visa or MasterCard. Please be aware that payment by credit card will incur a fee of 1.5% of the total invoice value.

Your nominated carrier is responsible for the goods once the truck has left the factory premises and as such your goods are the responsibility of the transport company. It is your responsibility to ensure that adequate insurance cover is provided. At that point FTEC is no longer liable for any damage or loss that may arise during transit, delivery or loading of any item.

For your information, safe delivery of your goods require clear access for a transport vehicle which is 19m long, 3.5m wide, and 4.5m high, together with safe lifting machinery such as a suitable crane or forklift. Please check with your transport provider for their delivery terms and conditions. If access is not provided or is not possible the transport company may leave the tank at the nearest possible safe location. It is then your responsibility to arrange the relocation of the tank to its final destination.

INSTALLATION

FTEC or its agents do not take any responsibility for the preparation of the tank mounts or the installation of its products. It is the sole responsibility of the purchaser, or their agent, to ensure that the product is installed in accordance to the FTEC standards and any legislative requirements. Failure to mount your tanks in accordance with these required standards will result in the voiding of your warranty. These standards are available by calling 1800 700 701 or on line at www.freedomtanks.com.au. Mounting hardware is not supplied with your purchase, unless included in your order.

The correct mounting system is a floating frame that is flexible on the vehicle chassis to allow for twist of the chassis without twisting and damaging the tank.



Please note that all FTEC tanks are subject to manufacturing variation. DO NOT simply mount using measurements on the drawing. It is necessary to make adjustments to accommodate the exact size of your tank or contact FTEC for a detailed design footprint.

It is the sole responsibility of the purchaser that the tank is fitted with the correct pumping and plumbing system and that the tank is fully vented when filling and emptying, as failing to do so will void the warranty.

All fitting locations such as lids/hatches, ladders, breathers, sight gauge, outlets, and inlets or any agreed special modifications must be selected by the consumer at the time of placing the order. If no direction is given all fittings will be standard. Any change or modification will incur a fee.

WARRANTY

FTEC standard range of cartage tanks are covered by a conditional manufacturer’s warranty for a period of 10 years. This manufacturer’s warranty is determined by FTEC and not by any agent or reseller of the product.

FTEC will cover all tank repair costs if a warranty claim is accepted within twelve months from your date of original purchase, After that twelve months it will be the at the owner’s cost to return the tank to the Freedom Tanks factory or a site nominated by FTEC for warranty repair. Any transport undertaken for the tank will require the owner to provide insurance cover for both directions of travel. Alternatively, the owner may nominate to pay the full cost of travel and accommodation for onsite repair as agreed to by FTEC.

Freedom Tanks East Coast will refuse any warranty claim if it is found that the item in question has:

- damaged in transit
- incorrectly mounted
- mounted on a vehicle not suitable
- abused, misused, modified or used in a way that it was not specifically designed to be used
- damaged as a result of the operator or consumer
- damaged due to excessive heat of products that have been in the tank. The acceptable temperature shall not exceed 60° C.
- or breach of the terms and conditions of sale.

FTEC will only accept any claim from the original purchaser of the tank in question with proof of purchase. FTEC liquid cartage tanks warranty is not transferable,

Warranty is limited to the repairs to the tank and no further claim will be recognized by FTEC.

FTEC cannot guarantee any repair times.

It is the sole responsibility of the purchaser that the tank is cleaned prior to any repair work being carried out and this is done to standard health requirements. Should the cleanliness of the tank not be to the required standards the cleaning will be performed at the owner’s expense?

After the repair work is completed the tank will be cleaned. However if the tank is used for the cartage of potable water for human consumption then the appropriate health and safety guidelines are to be followed. This will be at the owner’s expense and responsibility.

DISCLAIMER

Products and their specifications are subject to change due to FTEC continual improvement strategy. All dimensions may vary slightly due to manufacturing process.

I, the purchaser, agree to the above Term and Conditions

Name: _____ Signature: _____

Company Name: _____

Address: _____

Date: _____

OFFICE USE ONLY

FTEC Employee or agent: _____

Date sent: _____

Date received: _____