Terms and Conditions

1. The buyer must be satisfied that the goods, as ordered, are fit and suitable for the purpose for which they are required, and no liability shall attach to the seller should they not be fit or suitable.
2. Prices for products sold by Flotech Solutions Pty Ltd are stated in our price book. All prices are current at the time of printing but are subject to alteration without notice. Flotech Solutions Pty Ltd cannot be held responsible for any incorrect prices due to publishing errors.
2a. A freight charge may apply to any orders or to any order-requiring special or
weekend delivery.
3. All prices issued by Flotech Solutions Pty Ltd exclude Goods and Services Tax, unless otherwise specified.
4. All quotations remain valid for 30 days from the date of quotation, unless otherwise specified and are subject to confirmation at the time of receipt. Acceptance, in writing, howsoever is deemed to constitute acceptance of these terms and conditions. The price of goods shall be that prevailing at the date of quotation but are subject to variations, extras, deletions, increases or decreases in material costs, supply, production, delivery and acceptable taxes incurred arising between the date of quotation
5. Claims for shortages and requests for credits must be made in writing within 7 days of delivery, quoting invoice number, quantity and description of goods, and date of delivery.
6. Goods incorrectly supplied to the customer must be returned to Flotech Solutions Pty Ltd for credit within 7 days of delivery. Goods returned outside this period may be accepted for credit at the discretion of Flotech Solutions Pty Ltd, but will incur a 25% handling fee. Any return of purchases accepted by Flotech Solutions Pty Ltd must be in good condition and be complete with packaging and suitable for resale.
7. Goods that have been correctly supplied will not be accepted back for credit without prior arrangement with Flotech Solutions Pty Ltd. All such returns will incur a 25% handling fee.
8. Claims for breakage's or loss in transit must be first made with the carrier. If the carrier does not accept liability, a written claim can be made to Flotech Solutions Pty Ltd. Such a claim must be accompanied by written notice from the carrier discharging liability for breakage's.
9. Terms and conditions put forward by the customer whether in a purchase order, specification or otherwise shall not be binding on Flotech Solutions Pty Ltd if they purport to amend or annul any of these conditions unless specifically agreed to in writing by Flotech Solutions Pty Ltd.
10. Terms of payment to be net made 30 days, following the date of the invoice. Any payments off the purchaser's account will be allocated as Flotech Solutions Pty Ltd sees fit. All accounts not paid by the date specified in this paragraph may bear interest at the rate of 2.0% per month compounding. The purchaser shall also pay in full all costs and expenses incurred in collection of such overdue
accounts. The Customer agrees that any fees or costs incurred by Flotech Solutions Pty Ltd shall be paid by the customer.
11. Flotech Solutions Pty Ltd reserves the right immediately to cancel any order or suspend any delivery without incurring any liability to the customer if the customer is overdue with payment, enters into bankruptcy, liquidation, in composition with its creditors, has a receiver or manager appointed over all or part of its assets or becomes insolvent.
12. Flotech Solutions Pty Ltd will not be responsible for any damage caused by incorrect or unsafe handling, storage, transportation or usage of the goods.
12a. Flotech Solutions Pty Ltd uses its own preferred carrier unless the customer specifically requires an alternative carrier. Responsibility for the goods passes to the customer once the courier has collected the goods. Insurance liability is therefore that of the customer
13. Any Samples inspected by the Customer is solely for the Customer's convenience and does not constitute a sale by sample. All samples remain the property of the Company
14. RETENTION OF TITLE
(a) Flotech Solutions Pty Ltd shall retain title to the goods supplied to the customer until it has received payment in full for them, that Flotech Solutions Pty
Ltd retains the title to the goods until they have been paid for shall not affect its right as an unpaid seller.
(b) Notwithstanding that risk in the goods supplied by Flotech Solutions Pty Ltd to the Customer shall pass to the customer, the goods shall be held by the customer as bailer to be sold or disposed of by the customer as agent for and behalf of Flotech Solutions Pty Ltd. If any goods belonging to Flotech Solutions Pty Ltd are disposed of by the customer or any insurance claim is made in respect of them, Flotech Solutions Pty Ltd shall be entitled to trace the sale of insurance proceeds, which proceeds shall be held by the customer in a separate bank account or trust for Flotech Solutions Pty Ltd. Such separate bank account shall be clearly identified as containing, the proceeds of such sale or disposal or claim on behalf of Flotech Solutions Pty Ltd. This authority to sell or disposal is revoked immediately if an event or default or claim occurs or Flotech Solutions Pty Ltd notifies the customer in writing that this authority is revoked.
c) If payment is overdue, or the customer enters into bankruptcy, liquidation, or composition with its creditors, has a receiver or manager appointed over all or part of its assets or becomes insolvent, Flotech Solutions Pty Ltd shall be entitled without prejudice to its rights and remedies, to repossess goods belonging to it and to enter any premises, without notice, for that purpose.
(d) All goods belonging to Flotech Solutions Pty Ltd shall be stored so that they are readily identifiable as such and shall be kept in good saleable order and condition.
(r) Once the risk has passed to the customer in accordance with conditions 14 (a) or otherwise, the goods shall be and remain the customers risk at all times, unless
and until Flotech Solutions Pty Ltd has taken possession of them, and the customer shall insure the goods accordingly. Flotech Solutions Pty Ltd under their Terms and Conditions prohibit the creation of a lien by the purchaser of any goods supplied by Flotech Solutions Pty Ltd until paid for.
(f) The customer agrees that in the event that goods supplied by Flotech Solutions Pty Ltd are installed or mixed with or are made constituents of any other goods then goods supplied by Flotech Solutions Pty Ltd may be removed in full or in par Flotech Solutions Pty Ltd.
(15) As a condition of our credit terms, Flotech Solutions Pty Ltd retains the right to disclose, seek and collect any information we regard as necessary for our credit control purposes of your account and the customer agrees that the retention of Title 14(a) to 14 (f) of this contract or further contracts may be registered as a Security Interest in the goods and proceeds after the sale of the goods.
(16) Any advice, recommendation, information, assistance or service provided by Flotech Solutions Pty Ltd in relation to goods sold or manufactured is given in good faith and is believed by Flotech Solutions Pty Ltd to be appropriate and reliable. However, any advice, recommendation, information, assistance or service provided by Flotech Solutions Pty Ltd should be checked by the customer, by a person qualified to give such advice and provided without liability or responsibility on any part by Flotech Solutions Pty Ltd.
(17) As per the manufacturers specifications unless otherwise stipulated, a guarantee of 12 months from date of purchase will apply. Flotech Solutions Pty Ltd or its principals will repair or replace any material or part found to be defective within the guarantee period provided it has been installed and used in accordance with the manufacturers or Flotech Solutions Pty Ltd instructions. No allowance has been made on any goods for labour, freight or consequential damage, only the cost of the defective goods.