

Flexcube Terms and Conditions

Deposit: A deposit of 30% of the total order value might be required, as specified in quotes and invoices. Deposits are not refundable.

Freight and insurance: Goods are supplied ex- local Flexcube's warehouse. Customer is responsible for freight and insurance from Flexcube's warehouse to final destination.

Inspection and acceptance of Goods: The Customer must inspect the Goods on delivery or collection. If you identify any defects or shortages you must notify us within 7 days. We will only accept returned Goods if we are satisfied that those Goods are defective and if required we will conduct our own inspection. We will be under no liability or further obligation in relation to the Goods if: a. You have declared that Goods with obvious defects, such as damage caused by a forklift, were received in good order; b. You fail to provide notice within 7 days of receiving the Goods, or; c. You further use the goods after giving notice.

Warranty and liability: Flextank International Ltd (the Manufacturer) provides the Goods with the following warranty: For a period of 2 years from the date of purchase the Manufacturer will repair any defect in the purchaser's Goods that is due to faulty materials or manufacture, or will replace the Goods having such defect, at the Manufacturer's discretion. The Manufacturer will not be liable in any way for any consequential losses including loss of inventory, loss of profits or damage to property. The purchaser must notify the Manufacturer of a warranty claim within the 2 year period. The Manufacturer has the right to modify the purchaser's Goods should the Manufacturer consider it necessary in order to repair any defect to which the Warranty applies. The Manufacturer's total liability will not, in any circumstance, exceed the total amount of the price payable by you.

Product instructions: The customer must read the product instructions before use. If the Goods have been received without product instructions, the customer must contact Flextank International Ltd (the Manufacturer) immediately to request a copy. Problems with the Goods caused by failure of the purchaser to comply with the product instructions are not manufacturing defects and are not covered by this Warranty.

Maximum stacking and risk: Stacking of Flexcubes requires a skilled forklift operator and is a potentially dangerous procedure. Stacking of Flexcubes is entirely at the Customer's own risk – Flextank International Ltd (the Manufacturer) accepts no liability for any accident or incident that occurs as a result of stacking Flexcubes. Flexcubes can be stacked to a maximum of 4,000L high/1,060 gallons/40hl high.

Ownership and property: Flextank International Ltd (the Manufacturer) retains ownership and property in and of the Goods until the Customer has paid in full all amounts owing for the particular Goods purchased.

Collection and Recovery: In case of late payment, Flextank International Ltd (the Manufacturer) will engage third party debt collection services if deemed necessary. In this case, the Customer agrees to pay all costs and expenses, including, without limitation, attorneys' fees and other legal expenses, incurred by or on behalf of us in connection with the collection of any invoices unpaid by the Customer.

Customers own Terms and Conditions: These Terms and Conditions supersede any Terms and Conditions on the Customers purchase order which purports to modify or eliminate these Terms and Conditions.

Limitation of liability: Flextank International Ltd (the Manufacturer) are not liable for any damage as a result from any cause beyond our control such as, but not limited to, fire, flood, earthquake, storms, etc.

Acknowledgement: Any payments towards these Goods, indicate that the Customer has read, understands and agrees to these Terms and Conditions.