

GENERAL

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Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Products without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts, or all, of this Website. This Website may contain links to other websites (the "Linked Sites"), which are affiliates of Protech. Your use of the Linked Sites will be subject to these Terms and Conditions.

PRIVACY POLICY

Protech's Privacy Policy, which sets out how Protech will use your information, can be found at <https://roofdrainexpress.com/privacy-policy>. By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

PROHIBITIONS

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and Protech will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

Protech will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

INTELLECTUAL PROPERTY, SOFTWARE AND CONTENT

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are protected by copyright laws and treaties around the world. All such rights are reserved by Protech and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

TERMS OF SALE

By placing an order, you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price. Dispatch times may vary according to availability and subject to any delays resulting from postal delays or *force majeure* for which we will not be responsible.

In order to contract with Protech, you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. Protech retains the right to refuse any request made by you. If your order is accepted, we will inform you by email and we will confirm the identity of the party which you have contracted with.

Orders are processed during regular business hours (Monday through Friday 7:30 am to 5:00 pm EST). Most orders will be shipped within 24-72 hours of receipt of your order. We cannot ship to PO boxes. A street address must be listed when ordering and specify whether it is a business or residence. Residential deliveries may be subject to additional freight charges as imposed by certain common carriers.

Most items will ship directly from Protech's warehouse. However, some items will ship directly from Protech's suppliers to you. For larger orders, you may receive two or three packages to complete the order. There will not be any additional shipping charges for multiple deliveries. On orders shipping to a residential address no signature will be required to deliver the package. If you would like a signature to be required to complete the delivery please specify that in the notes section during checkout. We are not responsible for lost packages.

INTERNATIONAL ORDERS

The following conditions apply to international orders:

1. Orders under \$500.00 (USD) that are NOT shipping to the billing address of the credit card will require payment by a Wire Transfer of Funds.
2. We reserve the right to request a Wire Transfer of Funds on any international order received.
3. Photo identification may be required to process a payment by a Wire Transfer of Funds.
4. If you require a shipping quote please designate that in the comments section of the order form.

RETURN POLICY

Unused products may be returned within 30 days of purchase. Prior authorization must be obtained before any merchandise is returned for credit, refund and/or replacement. Unauthorized returns or items shipped back COD will not be accepted. A restock fee may apply to any returned product. All return requests are subject to the following limitations:

1. Products must show no signs of abuse, modifications, dents, scratches or other damage.
2. Return shipping charges will be at our expense only if the product is defective or our error.
3. Please include a copy of the invoice with the return.
4. If an item arrives damaged please keep all original packaging & contact us immediately.
5. Claims for shortage or damage need to be reported within two (2) days of delivery.

OUR CONTRACT

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

PRICING AND AVAILABILITY

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered, we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

PAYMENT

Upon receiving your order we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorization being received. The monies received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been dispatched and you have been sent a confirmation email the monies paid as a deposit shall be used as consideration for the value of goods you have purchased as listed in the confirmation email.

DISCLAIMER OF LIABILITY

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law, Protech and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect Protech's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

LINKING TO THIS WEBSITE

You may link to any page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. We reserve the right to withdraw linking permission without notice.

Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with Protech and you should not rely on the existence of such a connection or affiliation. Any trademarks/names featured on this Website are owned by the respective trademark owners. Where a trademark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to Protech.

INDEMNITY

You agree to indemnify, defend and hold harmless Protech, its directors, officers, employees, consultants, agents, affiliates, partners, and partnering service providers, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use of this Website or your breach of the Terms of Service.

VARIATION

Protech shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

INVALIDITY

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you), the enforceability of any other part of the Terms of Service will not be affected. All other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause / sub-clause as is permitted by law.

WAIVER

If you breach these conditions and Protech takes no action, Protech will still be entitled to use its rights and remedies in any other situation where you breach these conditions.

GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida.

ATTORNEYS' FEES

If either party brings any legal action regarding any provision of this Agreement, the prevailing party in the litigation shall be entitled to recover reasonable attorneys' fees from the other party, in addition to any other relief that may be granted. This provision applies to the entire agreement.

ENTIRE AGREEMENT

The above Terms of Service along with Protech's Privacy Policy constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and Protech. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a representative of Protech.