

Terms and Conditions

Acknowledgments

1. The customer acknowledges that Protech Management Pty Limited trading as ProTech Gutters is acting as agent for the manufacturers of the products.
2. The customer acknowledges that ProTech Gutters is not the manufacturer of the products.

Quotation

3. The quotation is subject to change and may be withdrawn at any time without notice until both an order and 10% deposit has been received from the customer.
4. Any changes by the customer after the quotation may attract a surcharge.

Customers Obligations

5. It is the responsibility of the customer to ensure that the product type and colours on the quotation are those selected by the customer.
6. It is the responsibility of the customer to obtain all access, services, permits, approvals and licences that may be necessary or required for the installation of the product by ProTech Gutters.
7. It is the responsibility of the customer to provide access to fresh water and toilet facilities. If the customer fails to provide these facilities then they will be charged the cost of ProTech Gutters obtaining these facilities.

Limitation of Liability

8. ProTech Gutters will not be liable for any, loss or damage arising from delay in installing the product.
9. ProTech Gutters will replace cracked tiles with tiles provided by the customer or will reseal cracked tiles however is not liable for the cost of purchasing new tiles.
10. The customer is responsible for the selection of the product and acknowledges that ProTech Gutters will not be liable for any poor performance of the product selected.
11. ProTech Gutters will not be liable for the failure of any manufacturer to warrant any faulty products.

Drawings and Descriptions

12. All specifications, drawings, and particulars of weights and dimensions submitted to the seller are approximate only and any deviation from any of these things does not vitiate any contract with the seller or form grounds for any claim against the seller.
13. The descriptions, illustrations and performances contained in catalogues, price lists and other advertising matter do not form part of the contract of sale of the goods or of the description applied to the goods.
14. All pictures illustrations, specifications and technical data supplied by Protech Gutters are the property of pro-tech gutters and should not be copied or reused in any way without written authorisation from the director.

Warranty

15. During the period of two(7) years from the date of installation of the products ProTech Gutters will repair any material that has come away from its original fitting/support as a result of faulty workmanship without charge.
16. Faulty Workmanship excludes occasions where the material has come away from its original fitting as a result of:
 - a. Damage from falling objects;
 - b. Storm damage;
 - c. improper gutter adjustment;
 - d. wildlife;
 - e. inappropriate maintenance;
 - f. intervention by any other party than ProTech or
 - g. extreme weather conditions.
17. The warranty only applies to the original purchaser and does not cover commercial application of the product.
18. The customer acknowledges that ProTech Gutters is responsible only for the installation of the product and that any claim against faulty products must be made directly against the manufacturer.
19. If the manufacturer replaces faulty materials under their warranty then the customer acknowledges that the removal and refitting costs shall be at the manufacturers or customer's expense. ProTech Gutters will only re-install materials upon pre-payment of installation costs by the customer or manufacturer.

Payment

20. Payment is due on the date specified on the invoice.
21. NO payment is to be made OR handed over on site to trade people /labourer / installer.
22. Interest is payable on all overdue accounts at the the rate of 15%.
23. The seller reserves the following rights in relation to the goods until all accounts owed by the buyer to the seller are fully paid:
 - a. ownership of the goods;
 - b. to enter the buyer's premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods; and
 - c. to keep or resell any goods repossessed pursuant to (b) above.