

Terms of use

Please read the following terms and conditions carefully. They contain important information about your rights and obligations, as well as limitations and exclusions that apply to your use of www.patioconcepts.ca

This web site located at URL www.patioconcepts.ca is managed by Patio Concepts Inc. The following terms and conditions govern your use of this Site. By using this Site, you are indicating your acceptance of the following terms and conditions (the "Terms and Conditions"). We reserve the right to make changes to this Site and these Terms and Conditions at any time.

Disclaimer of Liability | Disclaimer and Limitation of Liability as to this Site

While we endeavor to provide the most accurate, up-to-date information available, the information on this Site may be out of date or include omissions, inaccuracies or other errors. This Site and the materials therein are provided "**AS IS.**" We make no representations or warranties, either express or implied, of any kind with respect to this Site, its operations, contents, information or materials. We expressly disclaim all warranties, express or implied, of any kind with respect to this site or its use, including but not limited to merchantability and fitness for a particular purpose.

You agree that we, our directors, officers, employees or other representatives shall not be liable for damages arising from the operation, content, or use of this Site. You agree that this limitation of liability is comprehensive and applies to all damages of any kind, including without limitation direct, indirect, compensatory, special, incidental, punitive and consequential damages, damages for loss of profits, revenue, data and use, incurred by you or any third party, whether in an action in contract or tort, arising from your access to, and use of, this Site or any other hyper-linked Web site.

Capacity | Access

You represent to us that you are of the legal age of majority in your province of residence and/or that you are a duly authorized user for the purposes indicated by this Site.

Typographical Errors

In the event a statement is made on the Site with incorrect information due to typographical error or information received from our third party service providers, we will correct the statement. In the event a typographical error inadvertently causes incorrect charge amounts to be reflected on your billing statement to you that are less than the actual charges for which you are responsible, you will still be responsible for the total actual charge upon receipt.

Privacy Policy

We consider the privacy of our users to be paramount, and we have developed a privacy policy to protect and inform our users ("[Privacy Policy](#)"). Our current Privacy Policy is incorporated herein by reference and made part of these Terms and Conditions. Click here to review our privacy policy.

Feedback

We welcome all comments, feedback, information, or materials, which you submit to us through or in conjunction with this Site ("Feedback"). You may submit feedback by [e-mail](#). Please note that your Feedback shall be considered non-confidential and become our property. By submitting your Feedback to us, you agree to a no charge assignment to us of all right, title and interest in copyrights and other intellectual property rights on a worldwide basis to your Feedback. We shall be free to use your Feedback on an unrestricted basis.

Links

This Site may contain links to other Web sites on the Internet that are owned and operated by third parties. You acknowledge that we do not endorse and are not responsible for the operation of or content located on or through any such Web site.

Third Party Content

Certain content from third party vendors may be made available as part of this Site. This content is believed to be reliable, but we do not endorse or guarantee the accuracy or completeness of this content.

Account Use and Pay Service

Business Hours

Our business days and hours are posted on every page of our WEB site. You can contact us by [e-mail](#) or by calling 1.800.922.4760. Our toll free line is available for credit card payments during these times. Charges will be charged to your account on the same day.

Account Access

Accepted methods of payment are listed on our WEB site. When paying by credit card, you authorize us to charge your credit card account and remit funds on your behalf on the same day, unless otherwise agreed. Funds will be withdrawn from your account and the payment initiated generally on the same day. Any related charges that appear on your statement, other than what is listed on your invoice from Patio Concepts Inc., are going to be charges initiated by your credit card supplier and questions should be addressed directly to them.

Payments | Limitations

Payments are made either by electronic means (PayPal, live phone assistor) or by a certified cheque mailed via Canada Post.

We will incur no liability if we do not complete a credit card payment, according to our agreement to process payment, in the correct amount and on time if any of the following circumstances exists:

1. Your account does not contain credit to complete the payment or the payment would exceed the credit limit of your account.
2. You have not provided us with the correct credit card information.
3. Circumstances beyond our reasonable control prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.
4. If the credit card is subject to legal process or other encumbrance restricting the payment.

Provided none of the foregoing four (4) exceptions to our performance obligations are applicable, if we cause an incorrect amount of funds to be removed from your transaction account we shall be responsible for returning the improperly transferred funds to your credit card account. The foregoing shall constitute Patio Concepts Inc. entire liability and your exclusive remedy with respect to credit card payment. In no event shall Patio Concepts Inc. or any third party working with Patio Concepts Inc. be liable for any direct, indirect, special, incidental, consequential, or exemplary damages or charges, including lost profits (even if advised of the possibility thereof) arising in any way out of the use of this service.

Disputes

In the event of a dispute regarding the bill payment service, you and Patio Concepts Inc. agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Patio Concepts Inc. relating to the subject matter of this agreement. If there is a conflict between what one of our employees says and the terms of this agreement, the terms of this Agreement shall control.

Waiver

Patio Concepts Inc. shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on the part of either in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Copyright and Trademark Notice

All content included on this Site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software (and the compilation of such content), is the property of Patio Concepts Inc., or its content suppliers and is protected by Canadian and international copyright laws.

All marks indicated as registered on this Site are registered trademarks of Patio Concepts Inc., in Canada and other countries. Other graphics, logos, page headers, button icons, scripts, and service names are trademarks or trade dress of Patio Concepts Inc. or their content suppliers. The trademarks and trade dress on this Site may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits us. All other trademarks not owned by us or our subsidiaries that appear on this Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

Compliance with Laws

You agree to comply with all applicable laws, statutes, ordinances and regulations regarding your use of this Site and your purchase of products or services through this Site. We may, in our sole discretion, report actual or perceived violations to law enforcement or appropriate authorities. If we become aware, through a complaint or otherwise, of any potential or suspected violation of these Terms and Conditions or the Privacy Policy, we may (but are not obligated to) conduct an investigation to determine the nature and extent of the suspected violation and the appropriate enforcement action, during which investigation we may suspend services to any customer being investigated and/or remove any material from our servers. You agree to cooperate fully with any such investigation. You acknowledge that violations of the Terms and Conditions or the Privacy Policy could be subject to criminal or civil penalties.

Applicable Law

You agree that any legal action brought against Patio Concepts Inc. shall be governed by the laws the country of Canada, without regard to conflict of law principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of or orders made from Patio Concepts Inc. shall be an appropriate federal or provincial court located in Ontario, Canada.

General

If any provision or provisions of these Terms and Conditions shall be held to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality, and enforceability of the remaining provisions shall not be affected thereby. You may not assign your rights or obligations under these terms and conditions without our express written consent.

=====

Limited Warranty

With respect to those products sold by us but manufactured by a third party, we make no express warranties whatsoever and disclaim any thereof, and all such products are sold "AS IS, WHERE IS." We will, however, try to pass along the benefit of any warranties provided by the third-party manufacturer. The terms of these warranties are generally included in the materials accompanying the product.

All products represented on this Site carry [at least] a one-year manufacturer's warranty against defects in materials and workmanship. If a product proves defective in materials or workmanship within one year from the date of purchase, the manufacturer's warranty and conditions therein will be in effect. Patio Concepts Inc. maintains no obligation for repair or replacement of defective products, or any breach of warranty, except that, upon our own initiative, we reasonably petition the manufacturer on your behalf, for an agreeable solution.

EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY SECTION, WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE, AND WE HEREBY DISCLAIM SAME.

In no event will we be liable, whether in contract, tort or under any other legal theory, for lost profits or revenues, loss of use or similar economic loss, for any indirect, special, incidental, consequential, punitive, or similar damages arising out of or in connection with any products (including non-conforming products), or for any third-party claims against you relating to the products or the assembly thereof, even if we have been advised of the possibility of such claim. In no event will our monetary liability (whether in contract, tort or under any other legal theory) in respect of any product exceed the purchase price that you paid to us for it.

Of course, warranties do not apply to products that have been subject to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, unauthorized repair, misuse, neglect, accident, alteration, improper installation or other acts which are not our fault, including damage caused in shipping (see "[Delivery Instructions](#)").

To minimize the risk of potential safety problems, you should follow all applicable local and national codes that regulate the installation and operation of your product. These codes vary from area to area and usually change with time. It is your responsibility to determine which codes should be followed, and to verify that the equipment, installation and operation are in compliance with the latest revision of these codes.