



# Terms and Conditions

These Terms and Conditions govern the use of the services offered by Scadahtech Welding Supplies ("Scadahtech Welding Supplies") on the Scadahtech Welding Supplies website (the "Website"). Please read these Terms and Conditions and the Privacy Policy (the "Privacy Policy") carefully before using Scadahtech Welding Supplies's services or its website.

Your use of Scadahtech Welding Supplies services or its website constitutes your acceptance of an agreement to all of the terms and conditions in these Terms and Conditions and the Privacy Policy, and your confirmation that you are either at least eighteen (18) years of age or under the supervision of a parent or legal guardian who is at least eighteen (18) years of age.

## Use of Website

By using Scadahtech Welding Supplies's website, you confirm that you are either at least 18 years of age or are using the website under the supervision of a parent or legal guardian who is at least eighteen (18) years of age.

We grant you a non-transferable and revocable license to use the website, under the Terms and Conditions described, for the purpose of shopping for items sold on the website. Any breach of these Terms and Conditions shall result in the immediate revocation of the license granted to use the website without notice to you.

Some services and features on the website may require registration or subscription. Should you choose to register or subscribe for such services or features, you agree to provide accurate and current information about yourself, and to promptly update such information if there are any changes.

## User Submissions

The Scadahtech Welding Supplies website may allow the submission of various kinds of communication in the form of comments, reviews, photographs, videos, comments and other communication by users of the website.

All such submissions will be considered non-confidential and will be available for Scadahtech Welding Supplies to use as it deems fit in any medium and in any territory globally.



All users of the Scadahtech Welding Supplies website hereby agree not to submit material that: (i) is copyrighted, subject to privacy or publicity rights or otherwise subject to third party proprietary rights unless you are the owner of such rights or have permission from the owner to submit the material; (ii) is unlawful, illegal, obscene, harassing, defamatory, libelous, treasonable, pornographic, hateful, racially, religiously or ethnically offensive or is otherwise inappropriate; (iii) could damage the reputation of Scadahtech Welding Supplies or any third party; or (iv) impersonates another person. Scadahtech Welding Supplies reserves the right to remove any submission at its discretion and not least if the submission breaches any of the above listed terms.

Scadahtech Welding Supplies does not endorse submissions made on its website and Scadahtech Welding Supplies disclaims any liability in connection with any submission. You accept that by accessing Scadahtech Welding Supplies's website you may be exposed to submissions that may be offensive, inaccurate or distasteful, and you hereby waive any legal rights or claims you may have against Scadahtech Welding Supplies in relation to this.

## **Website Content and Pricing**

While care is taken to ensure the content published by Scadahtech Welding Supplies on its website, including but not limited to product images, product names, product descriptions, product functionalities, product uses, product ingredients and prices, is accurate and complete, errors may occur and you hereby agree that Scadahtech Welding Supplies will not be liable in any way for such content.

Though content may be the same, depending on item version (e.g. books), images on the site may differ slightly from actual item. In line with this, Scadahtech Welding Supplies reserves the right to refuse or cancel any order if the order contains item(s) that are mispriced or contain incorrect, inaccurate or incomplete content.

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## **Third Party Websites**

Scadahtech Welding Supplies may provide web links to websites owned or operated by third parties. Scadahtech Welding Supplies does not endorse the content or any products or services available on such websites and is not responsible for such content. Your connection to any other websites from the Scadahtech Welding Supplies website is at your own risk.

## **Use of Material**

Unless otherwise stated, all rights to all materials, content, layout, images, text and design of this website are proprietary to Scadahtech Welding Supplies. Users of this website may browse the website and may download material displayed on the website for non-commercial, lawful, personal use only, provided all copyright and other proprietary notices contained on the material so downloaded are retained and such information is not modified, copied or posted on any networked computer or broadcast in any media. All other copying, reproduction, posting on any other website, republication, downloading, uploading, encoding, modification, translation, public performance or display, distribution or transmission of any portion of this website, or the making of any derivative works from this Website, is prohibited without the express permission of Scadahtech Welding Supplies.

## **Trademarks and Copyrights**

This website is owned, controlled and operated by Scadahtech Welding Supplies. All material on this website, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights that are owned and controlled by us or by other parties that have licensed their material to us or provided us permission to use such material.

The material on the Scadahtech Welding Supplies website may be used by you for personal, non-commercial purposes. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by e-mail or other electronic means and whether directly or indirectly and you must not assist any other person to do so. Without the prior written consent of Scadahtech Welding Supplies, modification of the materials, use of the materials on any other web site or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited.



## **Territorial Use**

Scadahtech Welding Supplies offers no guarantee that items on the Scadahtech Welding Supplies website are appropriate or available for use in locations outside Kenya. Accessing the Scadahtech Welding Supplies website from territories where its contents are illegal or unlawful is prohibited and done at the user's risk. Ultimately, the user is responsible for ensuring that accessing or using the Scadahtech Welding Supplies website is done in accordance with applicable local laws.

## **Applicable Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of Kenya and any disputes will be decided by Kenyan courts.

## **Limitation of Liability**

You agree that Scadahtech Welding Supplies shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from or in connection to use of Scadahtech Welding Supplies's services or website. In no event shall Scadahtech Welding Supplies's total liability to you exceed the amount paid by you to Scadahtech Welding Supplies.

## **Indemnity**

You hereby indemnify and hold harmless Scadahtech Welding Supplies, its owners, licensees, affiliates, subsidiaries and their respective officers, directors, agents, and employees, against any losses, claims, actions, costs, damages, penalties, fines and expenses including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of these Terms and Conditions, Privacy Policy and other Policies, or your violation of any law, rules or regulations or the rights of a third party.

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## **Termination**

At Scadahtech Welding Supplies's discretion and without prior notice to you, Scadahtech Welding Supplies may suspend or terminate your access to the Scadahtech Welding Supplies website.

Upon any termination of your access to the website, you shall immediately cease all access to and use of the Scadahtech Welding Supplies website and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of the website in whole or in part.

If you are dissatisfied with the website or with any terms, conditions, rules, policies, guidelines, or practices of Scadahtech Welding Supplies in operating the website, your sole and exclusive remedy is to discontinue using the website.

## **Treatment of Our Employees**

Scadahtech Welding Supplies employees always strive to please customers and often go to extra lengths to ensure customers are fully satisfied with the service. We expect that our customers will accord the same courtesy and respect to all our employees they may engage with via email, over the phone or in person. Our employees mean a lot to us and without them, we will not be able to provide the level of service we offer our customers. So, while we will be patient with customers, we will not tolerate any written, verbal or physical abuse to our employees by anyone.

Any breach of this by a customer may result in our refusal to fulfill the customer's order. In such an instance, if the items in the customer's order have already been picked and paid for, we may decide not to deliver to the customer's location and instead require the customer to pick up the order at a location of our choosing. If, however, the items have not been purchased, we may process a refund after deducting relevant bank, transactional and operational charges and costs Scadahtech Welding Supplies may have incurred. Scadahtech Welding Supplies reserves the right to report any incidence of abuse to the appropriate law enforcement authorities.

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