#### **Terms & Conditions:**

Renov8Solutions specialises in a variety of applications in Colour Cement Flooring & Walls. We guarantee our workmanship. Anyone can quote but only limited individuals/companies can deliver on this artful application.

This is a QUOTATION for the goods and work listed to the attached quotation and is subject to the terms and conditions noted below:

- The Client of Renov8Solutions referred to herein would be the individual or the owner of the property responsible for the account.
- This quotation is valid for 30 (Thirty) days only.
- Quotations are calculated according to the supplied or measured square meters and the area in which the property is situated within the Western Cape or Gauteng.
- Please note that the above quotation is based upon no extra preparation work required to the existing floors / walls unless stated otherwise on this quotation.
- If necessary floor / wall repairs are required prior to commencement and not specified in this quotation, the cost will be for the account of the Client. The Client will be invoiced accordingly.
- Preparation work may include removal of paint, tiles, carpets, glue, Bitumen, laminate flooring or any other floor / wall covering. Any additional preparation work which is not specified on this quotation and any additional / further preparation work that may be needed / may occur while on site will be for the account of the Client.
- Rubble removal is not included in this quotation, nor do we remove rubble or any left-over sand, which the Client already paid for.
- ABSOLUTELY NO TRAFFIC is allowed on floors DURING PREPWORK, AFTER / DURING A FLOOR REPAIR / SCRAPER COAT, DURING CASTING, AFTER CASTING, PRIOR TO / DURING SEALING OR DIRECTLY AFTER SEALWORK, as damage and blemishes will occur which cannot be removed. Any such damage will be for the account of the Client.

## **COLOUR CHOICE**

- 1. The colours will be available upon a site inspection with one of our sales managers, to provide a guideline only.
- 2. Although we made every effort to make the colours on screen as close as possible to the ones we'll use, unfortunately we cannot guarantee an exact colour match, as the colour swatches will vary depending on your screen and the contrast & brightness settings.
- 3. The colour samples are designed to provide you with a better idea of the colours we have available.

- 4. The Client needs to confirm Final Colour Choice in writing (email), at least 5 (five) working days prior to the commencement date, whether Colour Choice reflects on this quotation or not.
- 5. A mutual convenient Starting Date (Commencement Date) shall be arranged and confirmed between Renov8Solutions and the Client upon acceptance of this quotation and will be confirmed in writing (email) to the Client.

# **PAYMENT**

# COLOUR FLOOR PLASTER (FP) & COLOUR WALL PLASTER APPLICATIONS (WP):

- A Deposit of 50% is payable in advance of contract Starting Date (Commencement Date) in order to secure the desired booking date for the Client, as we work on a first come, first served basis. A Commencement Date will only be finalized and secured by our office once the 50% Deposit is received in Full as per quotation. A Valid Proof of Payment is required. No work will commence and no material manufactured for work to commence until Deposit is received in Full / Valid Proof of Payment is received.
- 40% due 24 hours prior to site commencement
- A Final Payment of 10% will be due after the cement flooring / walls (wet works) have been cast / applied and will be due prior to seal work being done. Seal work needs to be done according to schedule or as soon as possible after wet works in order to not expose newly cast colour cement floor / newly applied colour wall plaster to any damage that may occur. If Final Payment is not received in Full within 1 (one) day after Wet Works / after Final Invoice issued, no Seal Work will continue. (this will be to the detriment of newly laid floor as it needs the final seal for protection,)

# STONE CHIP FLOORING:

- A Deposit of 50% is payable in advance of contract Starting Date (Commencement Date) in order to secure the desired booking date for the Client, as we work on a first come, first served basis. A Commencement Date will only be finalized and secured by our office once the 50% Deposit is received in Full as per quotation. A Valid Proof of Payment is required. No work will commence and no material manufactured for work to commence until Deposit is received in Full / Valid Proof of Payment is received.
- 40% due 24 hours prior to site commencement
- A Final Payment of 10% will be due after Wet Works, prior to Grinding & Seal Work.

## **GRINDING & POLISHING:**

- A Deposit of 50% is payable in advance of contract Starting Date (Commencement Date) in order to secure the desired booking date for the Client, as we work on a first come, first served basis. A Commencement Date will only be finalized and secured by our office once the 50% Deposit is received in Full as per quotation. A Valid Proof of Payment is required. No work will commence and no material manufactured for work to commence until Deposit is received in Full / Valid Proof of Payment is received.
- 40% due 24 hours prior to site commencement

• A Final Payment of 10% will be due after Grinding, prior to Seal Work.

## POLYURETHANE/EPOXY/VINYL FLOORING:

- A Deposit of 60% is payable in advance of contract Starting Date (Commencement Date) in order to secure the desired booking date for the Client, as we work on a first come, first served basis. A Commencement Date will only be finalized and secured by our office once the 60% Deposit is received in Full as per quotation. A Valid Proof of Payment is required. No work will commence and no material manufactured for work to commence until Deposit is received in Full / Valid Proof of Payment is received.
- A Final Payment of 40% will be due 24 hours prior to site commencement
- 4. Final Payment will validate Warranty, which includes After Service & Maintenance.
- 5. All Proof of Payments needs to be sent directly to <u>info@renov8solutions.co.za</u> for approval. No work will commence or continue unless a Valid Proof of Payment is received in full / according to amount invoiced and approved by our office.
- 6. No Warranty will be issued / valid until account has been settled IN FULL. If account has not been settled in 24hours the clients warranty will expire.
- 7. Once the deposit has been made, both parties acknowledge acceptance of this Quotation as a Legal Contract, with all the Terms & Conditions as set out in this contract.
- 8. All materials are manufactured specifically for the project at hand directly after Proof of Payment of 50% Deposit is received.
- 9. No refunds will be given, nor refunds on leftover materials or reduced m<sup>2</sup>.
- 10. A Penalty Fee of R 3000.00 (three thousand rand) will be payable by the Client in case of any delays on site or in case of postponement. If the Client would like to Postpone his / her Commencement Date, we will need to be notified in writing (email) at least 7 (seven) working days in advance in order to prevent penalty charges. A New Commencement Date will be confirmed with our office in writing (email) and will be arranged according to Renov8Solutions's Production Schedule.
- 11. Renov8Solutions reserves the right to withhold 100% of Deposit as retainer for expenses or losses incurred on cancellation / delay / postponement for work stipulated in attached quotation.
- 12. All materials and goods will remain the property of Renov8Solutions until the Client has settled the account in full.
- 13. Renov8Solutions has the right to remove any such material(s) or goods in the event of refusal from Client to settle the account.
- 14. Prevailing weather conditions may cause Renov8Solutions to postpone the Commencement Date or work in progress in its absolute discretion until weather conditions are suitable.

- 15. All materials & work are warranted for one (1) year directly after date of completion and will only come into effect once final payment has been received.
- 16. No seal work will be done and no further work will continue until Final Payment (FP & WP) / Progress Payment (SC & GP) is received prior to scheduled seal work date.
- 17. No warranty will be issued if Final Payment is not received within 48 hours (2 days) after date of completion of the Seal Work.
- 18. Warranty does not cover damage caused by Client, owner, animals or any other trades on site, damage caused by bad weather or other natural causes, nor does warranty cover any defects on the original existing concrete / screed / plaster. A Defect Report can be obtained from a building engineer or building inspector prior to commencement.
- 19. The condition & quality of the Substrate (existing floor / wall) onto which Renov8Solutions products are applied to and all the repairs and work thereto, is solely the responsibility of the Client.
- 20. The final successful result of any Renov8Solutions Colour Cement Floor or Wall entirely depends upon the condition and quality of the Substrate onto which Renov8Solutions products are applied to. A substandard substrate may cause, amongst others, unsightly cracks and discolouration to the final product.
- 21.Renov8Solutions Floor and Wall Applications will ONLY be done provided the existing concrete base / screed / plaster is without any defects / cracks Client needs to ensure all is fixed, repaired, prepared and cleaned prior to commencement.
- 22. Renov8Solutions cannot be held liable and does not provide any guarantees on the repairs of cracks or defects re-appearing on the Substrate, causing damage to Renov8Solutions floor / wall application(s).
- 23. If the Client fails to pay in full according to our payment structures and procedures as per our Terms & Conditions (contract), or does not settle account in full, Renov8Solutions will be obliged to take further legal action.
- SUBSTRATES (Existing Floor or Wall Prior to Renov8Solutions Flooring / Wall application): 1. Renov8Solutions will not cast over paint, tiles, brick paving or any other form of floor / wall covering. 2. Renov8Solutions will only cast on a sound concrete base, cement screed, plaster or cementitious base, cured and dried for at least 2 (two) weeks and approved by Renov8Solutions.
- 3. Renov8Solutions will not cast any floor application to the edge of any type of pool. We shall only work up to a coping stone, 300+ mm from the edge of such pool.
- 4. For Self-levelling & Colour Floor Plaster Applications (3 6mm thick), ideally the substrate should be a sound, hard, clean, well cured concrete slab power floated to a smooth finish or a 30 mm cement screed, at least 3 weeks old struck off to level and wood floated.

- a. The substrate must be free from paint, dust, oil, glue, tar, old loose cement or any other contamination that could prevent the proper bonding of Renov8Solutions Products to the Substrate.
- b. The Substrate must be free from paint, oil, glue, tar or any other contaminated blemishes.
- 5. Glue not removed from the Substrate will create distinct yellow marks on the Self-levelling / Colour Floor Plaster application.
- 6. Paint, oil, tar and other blemishes not removed from the Substrate will cause discoloured marks on the Self-levelling / Colour Floor Plaster application.
- a. Discolouration marks and blemishes on the Self-levelling / Colour Floor Plaster application may go away in time, but under no circumstances can Renov8Solutions be held liable for the appearing, reappearing or the probable disappearing of these discolouration marks, which were caused by the fact that the Substrate was not properly prepared prior to the Self-levelling / Colour Floor Plaster application.
- b. Never cast a 3-6 mm Self-levelling / Colour Floor Plaster application over underfloor heating as the lines of the cords and matting will clearly be visible through the Self-levelling / Colour Floor Plaster floors. A Self-levelling or Floor Plaster Floor Repair MUST be applied over the underfloor heating first to evenly cover / hide any lines and patterns of the cords and matting.
- 7. For a Colour Wall Plaster Application, ideally the Substrate should be a sound, hard, clean, well-cured cement plastered wall, at least 2 (two) weeks old, which has been wood floated. a. The Substrate must be free from paint, dust, oil, glue, tar, old loose cement or any other contamination that could prevent the proper bonding of Renov8Solutions Products to the Substrate.

#### PLEASE NOTE THE FOLLOWING FOR Renov8Solutions APPLICATIONS:

• Although we use the best quality raw materials sourced from various suppliers, small concentrated mottle patterns and coloured spots (mostly brown) may appear. This is due to the combination of a variety of natural raw materials rarely consistent in colour & texture, natural powders & chemicals, natural cement-based products and of course natural Malmesbury sand used to produce our products for the application of Renov8Solutions Colour Cement Floors & Walls.

All the aforementioned combinations of natural ingredients produce beautiful mottled floor and wall applications with a sometimes raw, rough and rustic texture, ensuring a sophisticated finish.

Although Renov8Solutions will do its utmost, we cannot guarantee uniformity and consistency in terms of colour and texture in any of our natural Colour Cement Products / Applications.

• Due to the different manufacturing & application processes; our applicators natural hand control, pressure and movement; dates, batches and combination of all the various inconsistent natural raw materials used to produce Renov8Solutions Colour Cement Products,

we cannot guarantee or take responsibility for any natural colour, natural mottleness (also referred to as Mottling) or textured differences, especially when a colour is selected from the Renov8Solutions sample boards and applied to different substrates of various qualities and hues.

## **SEAL WORK:**

- 1. Seal Work can only be done once the floor is dry according to our specifications and to our satisfaction.
- 2. ABSOLUTELY NO TRAFFIC is allowed on floors before it has been sealed, as permanent damage and blemishes will occur which cannot be removed.
- 3. The floors / walls are left in a good clean condition and any traffic marks, blemishes or dirt marks caused by negligence or for whatever reason prior to seal work, will be the responsibility of the Client.
- 4. Renov8Solutionswill not take responsibility for blemishes / dirt marks / insects / bird droppings / hair / animal hair / dirt blown onto wet floors prior, during or after wet works / seal work. This will be for the account of the Client.
- 5. Renov8Solutions will not attend to any of the above-mentioned occurrences prior to seal work as it may cause damage or worsen the blemish. Such issues will be attended to after the 4-6 months settling period of the floors or walls and will form part of the after service & maintenance which is part of the clients Warranty.
- 6. Although we try our best to clean the floor area as best we can some particles & debris can find a way underneath and even on top of the wet sealer while being applied or after seal work (while still wet).
- 7. Outdoor areas, for example patios, verandas, balconies or any other areas that are not closed / protected from the outside are risky areas due to these areas being open to natural damaging factors such as heat, wind, rain, leaves, grass, feathers, insects, dog / cat hair, bird droppings, etc.
- 8. Please ensure that the areas where floor or wall applications will be done will not be affected or open to any roof leaks, open windows, leaking windows, leaking pipes or any other similar factors. Renov8Solutions will not take any responsibility for damaged caused on floors / walls due to a leaking roof or any related leak issues which may cause damage to our application. This will be for the account of the client.
- 9. It is extremely important to continue with the scheduled Seal Work in order to prevent any damage / blemishes to occur / form prior to seal work.
- 10. Light foot traffic is allowed on the floor 48 (forty-eight) hours after application of the sealer, but proper curing, drying and hardening takes at least 7 (seven) days.
- 11. All furniture legs should be covered with felt to protect the floor from being scratched.

- 12. Please refrain from dragging shoes or pulling / shifting furniture or any other objects across the floor.
- 13. Under no circumstances should thinners or any other strong chemical(s) be used or spilt on finished floors or walls, as this will damage the sealer irreparably.

#### **GENERAL**:

- 1. Ensure that all construction / finishing work in areas of installation are complete as not to damage new floors / walls.
- 2. All outside access points to interior applications must be protected.
- a. These areas and all other areas must be waterproof and free from any draught to prevent rain damage, dust and premature drying shrinkage that could cause severe cracking of application.
- 3. Prior to commencement, the Client needs to remove all furniture, doors, curtains, curtain railings, any taps and all other items in the way of any Renov8Solutions application.
- 4. On Clients request, Renov8Solutions shall remove doors, however a carpenter of the Client's choice and on the Client's, account must do the planning & re-fitting of the doors.
- a. Renov8Solutions will not be responsible for any kind of carpentry or Builders defects.
- b. Renov8Solutions shall not be held responsible or liable for any damages incurred while removing or replacing any item on the request of the Client whether Renov8Solutions receives payment for such work or not.

## STONE CHIP FLOORING:

- 1. Stone Chip Flooring consists out of a base colour of clients' choice combined with selected stones of clients' choice.
- 2. Even distribution of these stones cannot be guaranteed and flat spots may appear.
- 3. Stone Chip Flooring has a thickness of 4-8 mm, it is seamless and normally do not need any expansion joints, although application may finish on one day and then continue the next day in a discreet position, for instance under a closed door, which then might need a cover strip (not supplied by Renov8Solutions).
- 4. Stone Chip Flooring needs to cure and dry for a minimum of 3 (three) days.
- 5. Hollow spots and bubbles may also appear on the floors due to various factors such as, amongst others, substandard substrates.
- 6. Allow  $\pm 6$  (six) mm for the thickness of Renov8Solutions Stone Chip Flooring applications.
- 7. Also allow 10 (ten) mm between doors and Substrate to prevent any damage.

- 8. Prior to Stone Chip Flooring application of steps, all treads, risers and edges of the steps must be repaired and neatly finished by Client to avoid any unsightly marks, holes or scratches. All riser finishes will have a coarser texture due to the Stone Chip Flooring running from the steps down the risers by gravity only. Sides of steps cannot be done in Stone Chip Flooring application.
- 9. Special care and attention need to be given to the vertical risers, as this is the focal point of all steps. Risers need to be even in colour and texture with no visible patch marks or holes. If uneven colour, patch marks or holes are evident, Renov8Solutions insists that ALL risers be evenly plastered and then very neatly wood floated, as Renov8Solutionscan under no circumstances be held liable for the outcome after an inferior prescribed Substrate has been provided.
- 10. Colour Floor Plaster application can be applied to vertical risers in the colour of the clients' choice. This will need to be specified on the flooring quotation. A penalty fee for delays on site will be applicable if the substrate quality and conditions are not met and the Stone Chip Flooring / Colour Floor Plaster application cannot be cast.
- 11. Stone Chip Flooring application will receive a penetrating sealer, which protects the floor from stains.
- 12. DO NOT apply final coat of paint on walls until floor applications have been completed in its entirety.
- 13. Cover ALL windows and doors exposed to direct sunlight with either newspaper or plastic to prevent the PREMATURE DRYING of all Colour Cement applications, which could cause severe cracking of the application.
- 14. NO TRAFFIC will be allowed by any other contractor or personnel on area of application, from Commencement Date until hand-over after seal work is completed.

## **GRINDING & POLISHING:**

- 1. Even distribution of stones cannot be guaranteed and flat spots may appear.
- 2. Polished Concrete application will receive a penetrating sealer, which protects the floor from stains.

## COLOUR FLOOR PLASTER & COLOUR WALL PLASTER:

- 1. The Colour Floor Plaster application has a thickness of 3-6 mm, it is seamless and normally do not need any expansion joints, although we may finish on one day and then continue the next day in a discreet position, for instance under a closed door, which then might need a cover strip (not supplied by Renov8Solutions).
- 2. Colour Floor Plaster & Colour Wall Plaster application need to cure and dry for a minimum of 2 (two) days.
- 3. Hollow spots and bubbles may also appear on the floors & walls due to various factors such as, amongst others, substandard Substrates.

- 4. Renov8Solutions will not take responsibility for insects / bird droppings / hair / animal hair / dirt blown onto wet floors prior, during or after wet works. This will be for the account of the Client.
- 5. Allow  $\pm$  5 (five) mm for the thickness of Renov8Solutions Colour Floor Plaster applications.
- 6. Also allow 10 (ten) mm between doors and Substrate to prevent any damage.
- 7. Prior to Colour Floor Plaster application of steps, all treads, risers and edges of the steps must be repaired and neatly finished by Client to avoid any unsightly marks, holes or scratches.
- 8. Special care and attention need to be given to the vertical risers, as this is the focal point of all steps. Risers need to be even in colour and texture with no visible patch marks or holes. If uneven colour, patch marks or holes are evident, Renov8Solutions insists that ALL risers be evenly plastered and then very neatly wood floated, as Renov8Solutions can under no circumstances be held liable for the outcome after an inferior prescribed Substrate has been provided.
- 9. A penalty fee for delays on site will be applicable if the substrate quality and conditions are not met and the Colour Floor Plaster application cannot be cast.
- 10. Colour Floor Plaster & Colour Wall Plaster application can be done in showers, but there is a risk that the following may effect / damage the application(s): rising damp, ineffective waterproofing, penetration of water into hairline cracks and crevices where floor and wall meet, plumbing issues, substandard / poor quality pipes, burst geyser, damaged pipes, water leaking from behind application, etc.
- 11. DO NOT apply final coat of paint on walls until floor applications have been completed in its entirety.
- 12. Cover ALL windows and doors exposed to direct sunlight with either newspaper or plastic to prevent the PREMATURE DRYING of all Colour Cement applications, which could cause severe cracking of the application.
- 13. NO TRAFFIC will be allowed by any other contractor or personnel on area of application, from Commencement Date until hand-over after seal work is completed.

## **SPECIAL NOTES:**

- 1. Directly after application, the floors / walls are still soft and any downward pressure or upward tension to the application of any sort will permanently damage the surface as cement products only reach  $\pm$  65% (sixty five) of its strength after 1 (one) week.
- 2. Hollow spots, bubbles, hairline cracks and larger cracks may appear directly after application of floor / wall product application. These natural product occurrences do not form part of the finishing / application / installation process. Attending to filling-in or repairing of such areas directly after application may worsen / cause extended blemishing / damage to the concerned area(s). Such areas form part of our After Service & Maintenance, which is

covered by the clients Warranty. After Service & Maintenance will be attended to after the settling period of 4-6 months.

Hairline cracks will be treated as part of the cement-based product, although larger cracks can be filled by the Client or Renov8Solutions after the settling period of 4 – 6 months. ADVICE & INSTRUCTIONS AFTER THE FILL-IN OF CRACKS:

Please follow the instructions below to ensure best results for the filled-in areas.

- Only sweep the floors with a soft broom 2 (two) days after the filling application.
- For curing and drying purposes of the filler, floor area where filled must NOT be washed for at least 7 (seven) days after application of the filler.
- 4. Should the Client request for whatever reason, or at any time, another layer of sealant to be applied, the Client will be quoted accordingly by Renov8Solutions.
- 5. Renov8Solutionswill work as neatly as possible in all areas and around items that cannot be removed.
- 6. It is up to the Client to decide whether he / she would like skirtings to be removed prior to our flooring application or if he / she would like the skirtings to remain. The work involved with removing skirtings can be added to the Quotation under Prep work. Please note that removal of skirtings will form part of rubble on site and will not be re-useable. New skirtings will need to be fitted by a carpenter / contractor of the Clients choice and will be for the account of the client.
- 7. If the client would like the skirtings to remain, the client will need to take in consideration that the flooring application will be applied up against the skirting and that it will form part of edges as stated in the next point below.
- 8. It is impossible to clean entirely around edges due to the application process of floors and walls, neither is masking tape successful due to the moisture content in Renov8Solutionsapplications.
- 9. It is imperative that the Client / Builder / Project Manager be aware that an after-cleaning service and touch-up process might be necessary after completion of the entire project. This will be for the account of the Client.
- 10. It is also of utmost importance that the Client / Builder / Project Manager be made fully aware of all eSolutions Automation T/A Flooring Partner Terms & Conditions as set out in this Contract, prior to commencement of this project.
- 11. Under-floor heating systems may only be switched on 1 (one) month after application of eSolutions Automation T/A Flooring Partner Products to prevent discolouration of the floor.
- 12. Sufficient toilet facilities must please be provided for Renov8Solutions employees.

- 13. If Renov8Solutions is to perform work within a Security Complex, the Client must inform Renov8Solutions of any special entrance arrangements and must arrange and ensure that Renov8Solutions and its work teams have proper access at all reasonable times.
- 14. The Client must also arrange extended hours to be worked when necessary due to so many unforeseen variables, such as problems occurring on site, causing delays, wet works that need to be completed once started, sites not properly prepared or ready for casting, causing delays, the list is endless irrespective of who or what might be responsible for the hold-ups. No fines issued for late working hours will be payable by Renov8Solutions.
- 15. ETA (expected time of arrival) is an even more unpredictable factor than the unforeseen variables list above, add the traffic jams, the erratic public transport and it becomes virtually impossible to be on time for a specified appointment or the following appointments on one specific day. Renov8Solutionswill try its utmost but the Client MUST put aside that specific day or make alternative arrangements for access to the property for Renov8Solutions to perform their required duties.
- 16. Renov8Solutions will not be liable for the costs of any form of alternative accommodation arising from the casting of floors, repairs, re-sealing or any other reason whatsoever for the Client to vacate the premises in order for Renov8Solutions to perform the work on site.

## **CLEANING:**

- A soft Spaghetti mop or FloorWizz mop is recommended. Only luke-warm water with a little bit of Sunlight Dishwashing Liquid is required as cleaning agent.
- •Please do not use any ammonia products ("Handy Andy"), thinners or any other harsh chemicals or detergents on the floors as it will damage the sealer over time.
- •The same method can be applied to wall surfaces using a wet cloth or clean sponge (Colour Wall Plaster). If unsure about cleaning, please contact us for advice

## **DEFAMATORY:**

"The action of damaging the good reputation of someone; slanderous or libellous."

- Offensive
- Harassment
- Intentionally malicious or vindictive
- Personal or identifying information
- Write factually, not emotionally
- Report on what happened without using any terms that are derogatory (rude)
- Not use names such as scammer, fraudulent, con artist (that can hurt someone's business) without having an actual ruling against them

Client agrees not to attack/criticize Renov8Solutions Pty Ltd and any of its employees, associates or partners publicly (on public forums, blogs, social networks etc) at any time during or subsequent to contract period. Similarly, client agrees not to seek for screed flooring advice on forums, blogs, community groups or any social media in a way that brings

a bad name to the company or any of its employees, associates or partners. In case of breach of this clause, Renov8Solutions Pty Ltd will not return to site unless this issue is resolved. If any damages to Renov8Solutions Pty Ltd has been caused the client agrees to takes full financial responsibility.

Thank you for your support!

