

## TERMS AND CONDITIONS

1. The conditions applying shall be as contained in the *Standard Domestic Sub-Contract Agreement*, 1995 as issued under the sanction of the Building Industries Federation of South Africa. (B.I.F.S.A.).
2. Liquidated, ascertained or consequential losses or damages are not acceptable under any circumstances.
3. Vuka Floors accepts no liability for any loss or damage to plant, equipment, machinery or computer systems and programs which might arise as a result of electrical power failures or surges on the premises of the client, whether caused by construction equipment demands or any other cause.
4. We do not accept any imposed penalties for delays to the work programme resulting from prevailing climatic / substrate conditions or any other events beyond our control. Our products are installed in strict accordance with our product data sheets and method statements.
5. Terms of Payment: Building industry: Full payment on completion or submission of progress invoice.  
Existing Industry: Deposit before commencement and balance on completion.  
Interest will be charged on accounts not paid in accordance with the term of this quotation, at the Absa Bank prime bank overdraft lending rate plus 8%.
6. Amount of penalty B.I.F.S.A. Domestic Sub-Contract document Clause 12.1 Nil.
7. Commencement date to be by negotiation after receipt of order.
8. The work performed is subject to actual final measurement.
9. Cancellation of an order by the Client may incur the cost of a materials handling fee or in the event of the materials being a non-stock item, the costs will be charged to the Client.
10. Prices will be kept firm provided the order is placed within the validity period of the tender and the work completed no later than 90 days from tender date.
11. The price quoted is nett of any discounts and is valid for thirty (30) days.
12. (A) Escalation shall be as per Haylett Formula indices for work in Durban, Work Group (*waterproofing 120 / epoxy 130*), base month being the month of quotation.
13. (B) Due to the present volatility in the rand exchange rate relative to the Pound Sterling / Euro / US dollar, our quoted prices will be subject to adjustment in respect of imported raw material on the actual rate at time of supply relative to the exchange rate at the time of tender. Portion subject to adjustment is 70%.
14. The prices / rates are nett, **excluding** Value Added Tax
15. Standing Time: R 8500.00 excluding VAT per day or part thereof for work within Durban and close surrounding areas. Additional specific costs such as machinery hire, travel, staff accommodation & living allowances will be recharged to the clients account.
16. Quoted prices are based on normal work hours, Monday to Friday. Should the application program demand that we work extended hours or weekends, this time will be charged for at our **overtime rates**.
17. This product applied is covered by a maintenance free guarantee period in excess of normal retention periods. No provision has been made in this quotation for retention.
18. The rates quoted have been based on the assumption that the screeds / coatings will be applied to open areas measuring a minimum of 300m<sup>2</sup>. Should the application have to be done in confined areas such as toilets, showers etc, new rates will have to be negotiated.
19. Materials supplied at the premises of the client will remain the sole property of Vuka Floors until all payments due are received in full by Vuka Floors.
20. Installation dates are subject to material availability from suppliers and Vuka Floors cannot be held responsible for any delays.
21. Our rates to apply resin screeds and coatings are based on us being able to utilise our labour force for a full working day of 9 hours. The application of these materials is however, strictly governed by the following.
  - A. Prevailing temperatures. Product, substrate and ambient temperatures must be within +15°C to +30°C.
  - B. The moisture content of the substrate to be 4% or below.
  - C. Should the Relative Humidity be >85% @ 21°C or >75% @ 10°C epoxy and polyurethane systems must not be applied. Under such conditions systems may:
    1. Delaminate over time due to condensation on the substrate.
    2. "Matt off" as a result of Carbamation. Amine Blush, Bloom or *Carbamation* is caused by a reaction of the Amine hardeners with carbon dioxide and humidity in the air.
  - D. The substrate temperature must be > 4°C above the Dew Point temperature.If any of the above are not suitable the application will be postponed where possible until conditions are suitable and the client notified in due course. In such event standing time as per **clause 15** will be applicable as these conditions are beyond our control.  
In the event that the weather conditions were suitable and then changed during or after the application process Vuka Floors will not be responsible for any related defects.

22. In the event of the areas quoted being reduced in excess of 10% the quoted rates will be subject to re-costing and an increase in such rates will apply. Manufactured materials no longer required due to reduced areas which are a non stock item will be for the clients account.
23. Unless otherwise informed, we are not able to detect fibers in the concrete even with a site inspection. Fibre reinforced concrete can cause defects such as but not limited to lumps, pinholes, fisheyes and blisters and affect the aesthetics of the system being applied. The resulting repair works which may be required are strictly for the costs of the client for both labour and materials, as this concrete condition cannot be controlled by the team on site during application.
24. Out-gassing, bubbles in coating, lining or screed systems. Vapour trapped in concrete with poor compaction/voids may rise through the capillaries of the concrete into the film of the resin system during or after application due to a combination of climatic conditions, causing pinholes/bubbles to remain in the resin system. The resulting repair works which may be required are strictly for the costs of the client for both labour and materials, as this atmospheric or concrete condition cannot be controlled by the team on site during application.
25. One continuous visit to site, ready total uninterrupted access to the entire working area at all times and continuity of work.
26. Free use of water, 3 phase 380v and 220 volt power points at places adjacent to and lights in the working area. When not suitable or available the associated costs such as but not limited to generator hire will be for the Clients account. 60Amp generator hire per day including fuel and pickup R 3500 excl vat.
27. Weatherproof protection and secure storage facilities are to be provided at no cost to ourselves. Any materials, tools or equipment stolen from site will be for the clients account.
28. All hoisting, lifting and scaffolding facilities, if required, to be provided by the client at no cost to ourselves.
29. Although every effort is made to ensure that the sub base complies with our sub base requirements we are not responsible for failings as a result of unforeseeable conditions. This includes but is not limited to fisheyes, sissing, blowholes, rejection, fibres, contamination, discolouration or delamination.
30. While Vuka Floors will undertake all reasonable steps to clean or prepare the surface we will not be responsible for any effects caused by contamination including but not limited to surface defects or delamination. The risk remains with the client.
31. Your terms and conditions do not override ours and must be incorporated into this agreement. Our terms of payment will be applicable. Unless otherwise agreed or are governed by the relevant sub contract agreements.
32. The Client accepts the terms of the Vuka Floors Warranty which will be created on completion of work and be issued on receipt of the final payment. Terms of the warranty can be seen earlier if requested.
33. Dust Generation – Disclaimer: It may be necessary to conduct surface preparation by mechanical means with equipment that generates dust as a result. The client accepts Vuka Floors will not be held liable for any damage caused or cleaning which may be required on completion of the works, as a result of such dust generation.
34. Joints. Unless Vuka Floors have undertaken specific joint repairs we will not be liable for any cracks or failures along edges or intersections of joints whether cut and sealed or not. Joints placed under loading will crack with wear and tear over time normally due to insufficient sub base strength. Vuka Floors are not responsible for checking or determining this cracking at quotation time.
35. The laboratory prepared colour sample, is only indicative of the final colour of the materials to be applied at site, due to a colour variance in different batches and the difference in size of the lab sample and the site work. Whilst every endeavour will be made to match the colour, no guarantee can be given that an exact match may be achieved.
36. Synthetic resin coatings, toppings and screeds could be subject to a degree of colour instability when exposed to direct sunlight and to a lesser extent artificial light. Contact with certain chemicals can also result in colour loss or change.
37. Resin systems follow the contour of the underlying substrate. Self-levelling and trowel applied screeds will show minor undulations and trowel marks as it cannot be levelled with a straight edge as with cementitious plaster and screeds.
38. We do not accept responsibility for any delaminating or blistering of the systems that may occur due to moisture migration in the substrate and in respect of floors, particularly due to the absence or failure of the damp proof membrane.
39. We are not responsible for checking falls or any subsequent ponding that may occur due to insufficient or incorrect falls.
40. The structure is waterproofed in accordance with SABS 021 - 1973.
41. Where possible, no flexible sealant is to be applied in the concrete floors to receive epoxy screeds or coatings. The required sealant will be installed on completion of the epoxy work.
42. The concrete sub base to comply with our Sub-Base requirements below.

Work in Neighbouring Countries

43. Work permits, if required, are to be obtained by the Client in advance of our arrival on site and will be for the Clients account. No work will commence unless permits have been obtained.
44. Foreign Taxes: No allowance has been made for taxes, withholding taxes on labour or any other withholding tax, levies, fees to the Authorities, etc and will be for the Clients account. Material and equipment to be paid for upfront before despatched. Balance to be paid on completion or presentation of progress invoice