



Agreement of Sale

1. Introduction

Thank you for choosing **CT FLOORS** to do your project. We believe in providing our clients with the best advice, best workmanship and best service. Our motto is: World-Class Floors for World-Class Clients. In this spirit, we strive to work with you to create a Win-Win for your project.

This document, though long, is written in plain-speak-English because this is how we think. Only lawyers can decipher legal language.

2. Liability and Insurance

- 2.1 We carry all necessary liability insurance, and everyone employed by our company on your site is covered by Worker's Compensation Insurance. We have any and all insurance you may ever need.
- 2.2 We will be using large concrete grinders and vacuum cleaners in your space during the installation. There may be small dings, dents, some scratches from our equipment on the walls by the time we finish. We recommend installing our floors prior to the final coat of paint. Otherwise, please expect your painter to have to do some final touch-up type work after we've finished.
- 2.3 Our work is done with the expectation that trims such as skirting goes in after we finish, if this is not the case, please email your sales representative as a matter of urgency because some adjustments may have to be made to the way that we install around the edges.

3. General terms

- 3.1 The prices in your proposal is based on the current exchange rate as per date of this proposal and is valid for 30 days from the date reflected on the quotation.
- 3.2 All work executed by **CT FLOORS** are subject to re-measuring once the project is done, and we reserve the right to charge for any additional work that was requested even if no variation order was raised and/or if measurements differ from plans originally supplied for quotation purposes.
- 3.3 The project will be scheduled as soon as possible, based on our current and ongoing projects at the time of receiving the signed documentation and deposit payment, as well as availability of materials, labour, and any other conditions that are reasonably beyond our control.
- 3.4 We can also only schedule the starting date after all the necessary deposits have been paid, all documentation signed, and any project specific requirements have been met. **Project Specific Requirements will form an annexure to this contract.**
- 3.5 If, for whatsoever reason, you need to change the starting date, please communicate it to us in writing at least two weeks prior to the previously agreed starting date.
- 3.6 Note that if the project starting date gets extended more than 1 (one) month from date of quotation, a new proposal will have to be drawn up. This is to allow us to cater for any price increases that our suppliers might have had.
- 3.7 Our proposal is based on normal working hours and normal working days, being Monday to Friday 08h00 to 17h00, however, if you require that we work after hours, over weekends and/or public holidays, an overtime charge will be raised for this. We will communicate it to you as a Variation Order that you will have to approve.
- 3.8 **This is important to note: you herewith specifically acknowledge, agree, and accept that any delays which may be incurred outside the reasonable control of CT FLOORS (other than weather), which may hinder us from continuing with our implementation as scheduled for that day, will be for your expense. You further acknowledge that CT FLOORS, at its own discretion,**

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will be entitled to a daily penalty surcharge of R14 500.00 (excluding VAT). In short, please don't delay our work.

- 3.9 The onus is on you to inform us if an Occupational Health and Safety File will be required for the project. Should we only be informed of this after the acceptance of our proposal the cost thereof will be invoiced separately and become payable immediately.
- 3.10 Unless specifically stated in the proposal, we do not take responsibility for rubble removal.
- 3.11 We reserve the right to cancel a project due to unforeseen circumstances, and refund deposits.
- 3.12 A 20% cancellation fee will be charged should you cancel the project for any reason. This cancellation fee will be calculated on the full value of the quotation and will exclude any costs that **CT FLOORS** have already incurred on the project. These costs will be added in addition to the cancellation fee, and will include, but not be limited to, transport, product already delivered, delivery costs and cost of returning product to the supplier (if this is even possible), time that staff spent on site as well as work already done.
- 3.13 A sample of the product to be installed can be done at an additional charge to you prior to commencement of the project to ensure that your expectations are fulfilled. On approval and acceptance of the sample, the project will go ahead. If this option is waived, you will accept the floor as installed. Please note that even if a sample was done, there will be some deviation from the appearance of the sample to the final finish as this will be over a larger area, installed with larger tools and different lighting and reflection over the entire area.
- 3.14 We will have to add additional costs if you request nonstandard colours after the project was accepted as this would not have been specified in the quotation. Delivery times and costs of these colours may vary and will be charge for accordingly.
- 3.15 Kindly note that any selection and/or decision regarding the extent of preparation, colour, type of system or coating, and/or any other relevant component pertaining to the items in the quotation, remain your sole responsibility, regardless of any input, recommendation and/or samples provided by **CT FLOORS**, as the final product outcome remains your decision and instruction. **CT FLOORS** will merely act according to your order.
- 3.16 In general, when we inspect a site for quotation purposes, we cannot see what is under the current finish (be it tiles, carpets, other resinous products, contaminated deposits, or any other finish that may hinder us from inspecting the slab). In these instances, we need to assume the quality of the substrate. If we find a weak, damaged, or otherwise compromised substrate once the project has started and the surface has been removed, remedial requirements will be communicated to you accompanied by a variation order.
- 3.17 Our floors are hand-crafted and will have variations in colour over batches, natural markings, cracks and differences in texture and levels over an area. These are mineral product and therefore, it is normal to observe some surface and colour variations at the end of the application. Trowel movements are natural and are part of the look and feel of the product. By paying the deposit, you indicate the acceptance of our proposal, you bind yourself to the terms of our full Agreement of Sale, and accept the floor as presented.

4 Before Installation

- 4.1 We will issue a checklist on acceptance of this proposal which will inform all parties of the process and requirements to ensure a successful installation. This checklist forms part of the annexure documents which must be signed and returned to **CT FLOORS** prior to commencement of the project.
- 4.2 Kindly note that all work which could influence or damage our project must be completed before we start. This includes:
 - 4.2.1 Electricians: All chasing must be done and covered.

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- 4.2.2 Tiling: Tiling and grouting must be completed and neatened off up to the edge where we will be joining.
 - 4.2.3 Doors: All door frames and sliding doors (including front door frame) must be installed. We will take care to protect these doors and frames by covering it with plastic sheets. Internal swinging doors must be left uninstalled until the floor is signed off.
 - 4.2.4 Paving: All paving must be completed.
 - 4.2.5 Plaster: All plaster work must be completed and cured for at least three weeks before we start on walls.
 - 4.3 A Pre-project inspection will be done in which any existing issues with the site will be documented. This report will be sent to you as soon as possible for confirmation purposes.
 - 4.4 We will require a reliable and uninterrupted supply of electricity, and clean, uncontaminated water, unobstructed access to the site with conditions ready for us to start the installation work, as well as facilities in which to store our materials, equipment, and tools on site. These facilities must be securely lockable and weather-proof. If the aforementioned are not available a variation order to supply by **CT FLOORS** will be issued. If delays are experienced because these requirements are not ready, the delays will be for your account.
 - 4.5 Please note that the majority of our products are for interior application, and it is therefore a requirement that areas where installation will take place must be a closed, covered, indoors and a controlled environment. Except if otherwise noted, discussed, and agreed upon by all parties, no installation will take place until these requirements are met.
 - 4.6 No inlays are to be placed on any floor or wall where we are required to install our products without prior consultation and agreement between all parties in terms of the process.
 - 4.7 Our standard procedure for finishing in a doorway is to finish or place a joint in the middle of the opening (if a door is not going to be installed) and to finish or place a joint on the inside door line when the door is closed (if there is a door). Should you want this to be different, kindly advise us accordingly by supplying us with a dated and signed sketch indicating your specific preference at least 1 (one) week before we install.
 - 4.8 If there are any specific items that you want to bring to our attention this should be done under separate cover. Such document must be dated and signed by both parties to take effect.
 - 4.9 It is specifically noted that all the systems that we apply are natural, handmade or hand-installed products and will therefore carry some irregularities and imperfections. Although we make effort to carry our work out to the highest standard, minor imperfections in the final finished Systems, which may include but not be limited to roller marks, reflective cracking, minor undulation and/or trowel marks, will occur. By accepting this quotation, you herewith accept this aspect as well as the outcomes pertaining to it.
 - 4.10 Prior to us starting any work we will require you to please advise us of the precise location of all underground mains and services on the Worksite and clearly mark them. These include, but are not limited to, electrical services, gas services, sewer services, plumbing services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on the Worksite. Whilst we will take all care to avoid damage to any underground services you hereby agree to indemnify us in respect of any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as mentioned above.
 - 4.11 Our installers do not unhook or reconnect gas stoves, toilets, icemakers, gas dryers etc.
 - 4.12 We also do not move furniture. Kindly ensure that all furniture have been removed before we start with the project. If we need to move any objects in order to access an area for installation, we expressly will not take any responsibility for damage that could be caused. We will also charge for the time that was taken to move any furniture or objects.
 - 4.13 Door cutting is not included in your quote. We do not provide this service.

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5 During Installation

- 5.1 During our substrate preparation we will endeavour to minimise dust. We will not, however, be held responsible for any damage caused by dust. Any cleaning which may be required on completion of the project because of dust generated during the project will be for your account. We recommend you hire a professional cleaning company to clean your site after the project has been completed.
- 5.2 The term “dustless grinding” refers to a standard practice used during the preparation process. It is, however, unrealistic to assume that no airborne dust will be created. It is therefore expected of you to provide adequate protection of your facilities and belongings in order to avoid the aforementioned as far as reasonably possible.
- 5.3 If we are instructed by you or your representative to continue with an implementation that we feel will get damaged by adverse weather conditions, and damage occurs, a variation order will be drawn up to fix the damages. This will become payable in full before any work will continue. We will not take responsibility for such instances. You or your representative will be requested to sign an indemnity form for the problem before we continue with the application. Any warranty, written or implied, in respect of our application or system will be void in this instance.
- 5.4 We cannot make any allowances for any water damage or the effects caused by inclement weather or any environmental conditions which are prohibitive to the adequate bonding and/or curing of the systems being installed. If you or your representative instructs us to proceed or continue with the specified work, where a delay notice has been issued by **CT FLOORS**, any warranty, written or implied, in respect of our application or system will be void. We will not be subject to any defect liability. You herewith indemnify **CT FLOORS** of any such claim.
- 5.5 If we have indicated that any conditions are not adequate, and may therefore adversely affect the outcome of our implementation, and you or your representative instructs us to continue with the application without rectifying the issue, we will not be held responsible for any defects that may occur to our implementation. You or your representative will be requested to sign an indemnity form for the problem before we will continue with the application. Any warranty, written or implied, in respect of our application or system will be void in this instance.
- 5.6 If you or your representative interrupts or delays the installation process unreasonably and unjustifiably, **CT FLOORS** will be entitled to cancel and/or suspend the project. This will be done in writing to you. Any warranty, written or implied, in respect of our application or system will be void in this instance. Should **CT FLOORS** elect to terminate the Project in this instance, the full amount of the project will immediately become due.
- 5.7 **CT FLOORS** cannot be held responsible for any delays caused by material suppliers/manufactures, as this is out of our reasonable control.
- 5.8 Please ensure that all areas where we are required to work are always easily accessible by our teams. A lot of our products must be implemented in one-go, and something as simple as a locked door could hinder us from working continuously. If an obstruction that was not caused by us requires us to re-do a section, the affected section would have to be re-done entirely. Depending on the type of product that we are implementing, this might mean removing all the previously applied products, rubble removal and the order and delivery of new products. If a situation like this should occur, a variation order will be drawn up for all the above mentioned and the reinstallation of the product. Full payment will be required of the variation order before we will commence with any work.
- 5.9 Kindly note that it is your responsibility to ensure that all animals are kept away from our workers and the project at all times. Damage caused by animals interfering with the project or during the drying process of the implemented materials will be for your account. This includes birds and insects, debris, dust, fauna, flora, fibres, airborne oil particles or anything that was outside of the

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reasonable control of **CT FLOORS**, landing on the floors. We have no control over its accessibility to your facilities.

- 5.10 Unless otherwise arranged, it will be your responsibility to ensure that access to the project is restricted at the end of every day.
- 5.11 Most of the products that we implement need to dry. Some dry within a day whereas others take longer. All these periods will be explained to you prior to the start of the project. Please note, however, that these periods are all estimates and that they can be influenced by the weather patterns during the drying period.

6 After installation

- 6.1 It is expressly noted that even though **CT FLOORS** undertakes to adhere to all best trade practices and that due care and diligence, as reasonably possible, will be taken in order to ensure that adequate preparation, bonding and installation of the systems will be attended to in accordance with the supplier/manufacturer's technical advice and requirements, any warranty, whether in writing or implied, will be void should the system fail resulting of any of the following reasons, but without limitation, namely:
 - 6.1.1 Mechanical damage of any sort; and/or
 - 6.1.2 Oil and/or other contaminations within the substrate; and/or
 - 6.1.3 Damage from chemicals that the product was not designed to withstand; and/or
 - 6.1.4 Failure within the substrate; and/or
 - 6.1.5 Structural movement, including stress fractures and cracks; and/or
 - 6.1.6 Any unforeseen circumstances beyond the control of **CT FLOORS**; and/or
 - 6.1.7 Rising moisture and damp; and/or
 - 6.1.8 Changing the use of the floor contrary to what was specified at the time of quotation; and/or
 - 6.1.9 Delamination and/or system failure after 14 (Fourteen) days from installation finalisation.
- 6.2 In addition to the issues stated above, it may be necessary that an independent assessment be required to determine the cause of failure, whereby any costs associated with such will be payable by the client.
- 6.3 The project is to be signed off immediately after successful completion indicating acceptance that all work was done satisfactorily. No contractors are allowed to commence any work over or adjacent to our project until our required work has been completed and signed off. Should the area be occupied, or other contractors start working in the area prior to sign-off, our project will be deemed signed off and become immediately payable. **CT FLOORS** will take no further responsibility for an area once it has been occupied.
- 6.4 Only barefoot (with socks) traffic will be allowed onto the floor 24 (twenty-four) hours after the floor has been sealed and signed off.
- 6.5 Heavy objects such as ladders, furniture, pot plants, tools etc. are not allowed on the floor after it has been sealed unless the floor is protected.
- 6.6 Vehicular traffic will require longer periods for the floor to get strong before it can be trafficked. This will be in accordance with the supplier/manufacturer's technical data sheet, as well as their requirements and advice pertaining to the respective products/systems being installed. **CT FLOORS** will thus not accept any liability for any defects caused, due to early use of the newly installed systems.
- 6.7 Many systems require 7 days or more to achieve full chemical cure, where during this period the use of any water, cleaning agents and chemicals may affect the system's appearance, colour, and performance. We will not take any responsibility in such an instance.

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- 6.8 We expressly require you to consult the system's technical data for reference on all traffic, cleaning, and maintenance parameters.

7 Procedures if floors are damaged

- 7.1 If another contractor damages areas where we are busy working, or that we have already completed; walks on, or works on/or over floors that are busy curing, a variation order will be drawn up to repair that area. This will include all additional finishing materials, order and delivery, and all the labour required for preparation and re-application of the finish. This will be for your account.
- 7.2 The payment of the variation order will be required in full before the damaged area will be fixed. It is your responsibility to redeem that money from the contractor at fault. We will not get involved in disputes between you and your other contractors in such matters.

8 Substrate & unforeseen circumstances

8.1 General

- 8.1.1 All efforts are taken during an initial site inspection to identify problems prior to submitting a proposal, but we cannot be held responsible for any damage caused due to unforeseen circumstances such as substrate failure, be it from leakages, low cement content, settlement cracks, weak and cracking concrete slabs, damp, or any other examples which have not been mentioned here. Should these occur, and we need to rehabilitate the substrate, we will raise a variation order for this, and work will only proceed once this variation has been agreed upon and necessary payments have been made.
- 8.1.2 You hereby warrant that the substrate surface will be free of obstructions and contaminants and in an acceptable condition to receive an application of our flooring systems. We will charge accordingly if the surface must be cleared or rehabilitated.
- 8.1.3 We do not accept responsibility for any delamination or blistering of any of our flooring systems that may occur due to moisture migration in the substrate, from below or within the substrate, due to the absence of or failure of a damp proof membrane.
- 8.1.4 Kindly note that if our project includes removal of old floors and screeds, damage may occur to the walls and surrounding areas. Even though care will be taken to ensure that we do not cause damage, it is specifically noted that we will not take responsibility for that damage as removal of floors is a high-force exercise. We therefore recommend that you do not alter or renovate the walls prior to the floors being removed.

8.2 Expansion joints and Cracks

- 8.2.1 Any floor has a natural level of expansion and contraction movement. It is therefore extremely important to allow for expansion joints. These expansion joints are usually cast in the first layer of concrete and will be carried through in each layer on top of the concrete. If you instruct us not to respect these expansion joints an indemnity form must be signed absolving **CT FLOORS** from taking responsibility for deviating from standard good practice described by the Cement and Concrete Institute.
- 8.2.2 It is extremely important to note that if expansion joints in the substrate slab exists, it must however be honoured. Cracks that occur in the floor where the substrate does not have any expansion/movement joints will be because of substrate movement. We cannot reasonably be held responsible for cracks.

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- 8.2.3 Our implementation work is regarded as finishing work and imperfections such as structural cracks, settlement cracks or any movement cracks in the substrate will replicate itself through the finish. Our products are not designed to hold a structure together. We do not take responsibility for imperfections showing through.
- 8.2.4 **CT FLOORS** will not take responsibility for cracking. We will attempt to minimise the effects of cracking but will not guarantee any floor against cracking.

9 Product specific notes

9.1 Cement

- 9.1.1 Our cement-based floors are hand-crafted and as such will have variations in colour over batches, natural markings, cracks and differences in texture and levels over an area. It is a mineral product and therefore, it is normal to observe some surface and colour variations at the end of the application. Trowel movements are natural and are part of the look and feel of the product. By accepting our proposal, you acknowledge the aforementioned and accept the floor as presented.
- 9.1.2 Cement requires time to cure and get hard. Some of these products require two days to cure before we can seal them, others take up to 28 days. During these times, it is extremely important that the areas are not trafficked at all.
- 9.1.3 Cement finishes are porous by nature. This means that any liquid that is dropped on the floor will be absorbed into the floor and will stain the floor. It is therefore extremely important to keep the floor protected until it has been sealed.
- 9.1.4 The sealers of cement floors are there to protect the floors from abrasion as well as moisture ingress from the top. These sealers are however extremely thin and need to be looked after and maintained. We have maintenance products available.
- 9.1.5 It is extremely important to note that any moisture that drips on the floor after you have taken occupation of the area, is wiped up as soon as possible. The sealers will protect the floor, but at some point, the water molecules will start to seep through the sealer. This could cause stains.
- 9.1.6 These products follow the contour of the substrate onto which it has been installed. As such, if the substrate is undulated, the final floor will also be undulated. We have products that is used to level out floors, however, if it was not specifically quoted, it will have to be sold as a variation order. We will inform you of this necessity after preparation has been completed.

9.2 Resin

- 9.2.1 As a rule of thumb, the thicker a resinous product, the more resistant it will be to chemical and abrasion attack, and as a result, the more durable it will be. But the thicker it is, the more it will cost. It is therefore important to keep in mind that a simple paint-on epoxy will never last as long as a well-designed self-levelling epoxy. As such, if the price is low, you are getting a cheap product that will not last, and you will have to redo it sooner after installation.
- 9.2.2 These products require a strong concrete substrate to bond to. If the slab is weak, the product will delaminate. We will communicate a weak substrate to you and recommend the correct remedial action. A variation order will be drawn up for this.
- 9.2.3 These products follow the contour of the substrate onto which it has been installed. As such, if the substrate is undulated, the final floor will also be undulated. We have products that is used to level out floors, however, if it was not specifically quoted, it will have to be sold as a variation order. We will inform you of this necessity after preparation has been completed.
- 9.2.4 All resinous systems are hand applied. There will be minor imperfections in the final finish which may include, but not limited to, roller marks, minor undulation, trowel marks, cracks reflecting from the substrate, slight variation in texture and/or colour between mixed kits amongst other

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things. Even though we take extreme care to ensure a quality installation, by accepting this quotation, you acknowledge that you are aware that such variations may occur, and you explicitly agree to accept these variations as is.

9.3 Wood, laminate, LVT, Carpet

- 9.3.1 These products are received as already finished directly from the factory. Our job is to place them. As such, we have no reasonable control over the product's quality, wear resistance, or colour variation.
- 9.3.2 Movement strips, end caps and transition strips are supplied as closely matching the floor that you have chosen for installation. These strips are however not exact matches and should not be expected to be. We will therefore require you to choose a strip that you like before the project will commence. We do not take responsibility if the strip that you have chosen is not an exact match. We have no reasonable control over what our suppliers import.
- 9.3.3 These floors require a level substrate with undulations of no more than 5mm over a 3m span. During the quotation inspection, if the substrate is covered with something and we cannot see how level the floor is, we will assume that the floor is level. If the floor is found to be uneven when installation is to start, we will communicate this to you with recommendations of how it should be rectified. A variation order will be drawn up for the work to be done.

9.4 Miscellaneous products

- 9.4.1 If under-floor heating has been installed, it can only be switched on after the 28 (twenty-eight) day curing time has ended. Please ensure that the under-floor heating is brought to temperature gradually over a period of at least 15 (fifteen) days after the initial 28 (twenty-eight) day curing period has ended. Should the temperature be increased too quickly, cracking might occur for which **CT FLOORS** will not take responsibility. Floor temperature not to exceed 27°C.

10 Payment terms

- 10.1 No payment to be unreasonably withheld after project sign-off.
- 10.2 All materials remain the property of **CT FLOORS** until the final payment has been made.
- 10.3 The withholding of any payments will constitute a breach of contract and may result in legal action taken. Interest on outstanding amounts will be charged at prime plus 10%. (Ten percent)

11 Amendment to quote

- 11.1 Re-quoting of a project will be required in the following circumstances:
 - 11.1.1 The quotation is older than 30 days.
 - 11.1.2 Any changes are made to the project scope.
 - 11.1.3 The project size increases or decreases by more than 5%. (The unit price of a square metre may have to be adapted as we work on a sliding cost scale to better the affordability of larger projects.)
 - 11.1.4 The project start date is extended to more than 30 days from date of quotation and we have received price increases from our suppliers.
- 11.2 Our proposal includes all the steps and materials needed for the specified project. Any addition or alteration to the project, requested by you, or arising from your or another contractor's neglect, will have to be verified by the drawing up of a variation order which must be signed and paid before the work can commence.
 - 11.2.1 Depending on the size of the addition, the variation order will either be given to you on site or emailed after the costs have been calculated.

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- 11.2.2 Regardless of the size and circumstances of the variation order, full payment of the variation order will be required before work will commence.
 - 11.2.3 Should a variation order substantially delay the flow of the project, charges may be added for reconfiguration of the project plan, as well as any loss we may suffer as a result of the additional work that was requested.
 - 11.3 We are only responsible for preparation work as per our proposal. This means that should anything have changed such as substrate levels, damage to the substrate, etc. since we had the initial proposal meeting, we need to be informed, and if we are required to prepare the area, or apply extra materials in order for our finished project to look and perform as expected, a variation order will be drawn up. Please ensure that we are made aware of any changes in writing at least 3 (three) weeks before we are scheduled to start the project.

12 Marketing

- 12.1 You hereby accept that we can take photos and videos of the project that we can then use in our marketing material.
- 12.2 You will also allow us to come take final photos after the project has been completed.

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Payment Terms

- a) A **70% (Fifty Percent)** deposit will be required to order materials and secure a starting date.
- b) A further **20% (Thirty Percent)** progress payment will be required once the project reaches 70% completion.
- c) The final **10% (Twenty Percent)** to be paid within 24 (twenty-four) hours after the project have been successfully completed and signed off.

The required starting date of the project is _____ 20__

Final confirmation of the starting date will be done once all the necessary deposits has been received.

Signed and dated at _____ on this the _____ day of _____ 20__

For and on behalf of **The Client**

Client Name

Signature

Signed and dated at _____ on this the _____ day of _____ 20__

For and on behalf of **CT FLOORS**

Representative Name

Signature

Payment needs to be made to the following bank account:

Bank: First National Bank
Branch: Cresta Centre
Account Name: Cement Technology Industries
Account Type: Current
Account Number: 62520537327

Please sign the proposal and initial all the pages of this document.

Return signed document without any alterations via fax or email to CT FLOORS for us to schedule your project after all necessary deposits have been paid. We will not schedule your project without this signed document.

By signing and accepting this proposal and making the deposit payment, the client accepts that all work to be executed will be subject to our terms and conditions of sale which are available on request.

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