



TERMS & CONDITIONS

All quotes are set to expire 60 days after being issued.

ALL DEPOSITS ARE FINAL AND NONREFUNDABLE

By accepting a quote from Epoxy Floor Solutions, the client hereby agrees to the following terms of service in the event of a given deposit.

Existing Surface Acceptance: The existing substrate will need to be fairly flat if Grinding or Polishing is required. Leveling may be needed to flatten the existing surface. This will be an additional charge case by case.

Moisture Testing of The Existing Substrate: This is not included, but can be for an additional charge. This will ensure the existing slab does not have excess moisture levels coming through the slab and or if there is no moisture barrier between the slab and dirt. We are not responsible for any moisture issues in concrete.

Lighting: Lighting will be supplied by the general contractor if necessary work is performed at night or in dark areas. If lighting is not supplied and is required, Epoxy Floor Solutions will charge for the setup of lighting to perform our work.

Water: A water supply is to be supplied by the contractor/client convenient to our location of work. Connection to the source is by the contractor/client if a water meter is required. Hoses provided by the Subcontractor.

Lead Time: Typical lead time for scheduling installation is 2-4 weeks. It is the contractor/client responsibility to contact Epoxy Floor Solutions and obtain the current lead times and provide adequate notice to mobilize. The exact day of the install is to be confirmed one week in advance of the tentatively scheduled start date.

Back Charges: The contractor/client will notify Epoxy Floor Solutions prior to authorizing work that would result in a back charge and allow a reasonable time for the subcontractor to perform the work.

Trash: Epoxy Floor Solutions will dispose of materials into a dumpster provided by the contractor/client. Otherwise, a charge of \$200 per will be added to disposal of the materials by Epoxy Floor Solutions.

Substrate Acceptance: Contractor/client guarantees and warrants that the substrate is suitable for installation. Epoxy Floor Solutions will perform a basic visual inspection of the subfloor and will report to the contractor/client any deficiencies found for correction. Epoxy Floor Solutions will not knowingly install materials over a defective slab.

Repairs: Epoxy Floor Solutions is not responsible for any damage to the installed work unless caused by Epoxy Floor Solutions or due to improper workmanship or materials.

Terms & Conditions of Sale

Covered items: Subcontractor shall furnish and install only those items specifically set forth in this agreement. Contractor/client at its sole cost shall furnish any accessory items, which are not set forth herein. Subcontractor's limited warranties: Subcontractor warrants that the product will be installed pursuant to the manufacturer's suggested installation procedures and specifications. Subcontractor makes no warranties with respect to any defects in the product or specification itself so that contractor/client sole remedy in the event of a defective product is against the manufacturer of installed product. Subcontractor makes no further warranties either of merchantability or fitness for any particular use, either express or implied, other than those explicitly set forth in this paragraph.

Duty of inspection: Contractor/client is required to inspect promptly after the installation of the product contemplated herein and immediately notify Subcontractor of any asserted defects which are covered under the Subcontractor's limited warranty set out above in paragraph 2. In particular, the contractor/client must notify the Subcontractor of any defects prior to the installation of finished materials and allow the Subcontractor to correct the asserted defect. If the contractor/client or any of his agents chooses to proceed prior to correction by the Subcontractor of the asserted defect, then the Subcontractor is held harmless against any claims arising there from.

Payment Terms (Net 7 days from date of invoice): Interest will be charged on all past due accounts at the rate of 2% per month (26.8% per annum) or the maximum legal rate, whichever is the lesser. Contractor/client agrees that there shall be no retainage of the purchase price for products purchased under this agreement, and further, that Subcontractor shall not be bound by the terms and conditions of any general contract or subcontract between contractor/client and third parties. Upon full payment of the purchase price and if requested in writing by contractor/client, Subcontractor shall furnish all necessary lien waivers or other documents required assuring the prevention of liens. Any payment by contractor/client or receipt or acceptance by Subcontractor of

a smaller amount than the purchase price herein stipulated shall not be deemed to be other than on the account of the contractor/client, and shall not prejudice Subcontractor's right to recover the balance of such purchase price. Subcontractor reserves the right to cease work where there is a past due account.

Conflicting terms and entire agreement: To the extent any conflicting terms or conditions are embodied in the contractor/client purchase order, contractor/client and Subcontractor hereby agree that the terms or conditions contained herein shall supersede any conflicting terms or conditions. This agreement embodies the entire agreement between Subcontractor and contractor/client and any subsequent modification must be accepted by the Subcontractor in writing. This agreement shall be construed under the laws of the state of Louisiana.

Availability of product: Contractor/client shall have no right of action against Subcontractor for any claim, liability or damage resulting from Subcontractor's refusal to perform under the terms of this contract where such refusal is based on one of the following factors. Unavailability of product from manufacturer through no fault of Subcontractor; termination by manufacturer of contract with Subcontractor through no fault of Subcontractor; and acts of god and other forces of nature which render performance impossible.

Liquidated damages: In the event that the contractor/client shall attempt to assess any liquidated damages claims against Subcontractor, these claims shall be limited to the lesser of the contract amount or \$100 per day of delay attributable to this Subcontractor.

Retention: Any allowed retention of payments will be due and payable upon completion of the work covered herein. The maximum amount of allowed retention is 10 percent.

Paid when paid: Payments under the terms of this contract are not dependent on the contractor/client receipt of payment by a third party unless said third party is a signatory to this contract.

Indemnity: Indemnity provided under this contract is provided only for those items contracted within this contract and shall only apply to the period of time of the warranty in the case of material and workmanship related claims for indemnity. Epoxy Floor Solutions must be a party to the defense of any claims made against any of the indemnified parties; otherwise, the indemnified party waives any right for recovery under the indemnification provisions herein. In no case shall this indemnity provision be applicable to any causes or claims for which the subcontractor has not received written notification of the claim within five years after the substantial completion of the work

contracted. Epoxy Floor Solutions shall only provide indemnity to the extent that its acts or omissions contributed to the loss.

Legal Fees: If legal action is required for enforcement of any of the terms of this contract, the prevailing party shall be entitled to recovery of reasonable attorney fees and court costs from the defaulting party.

Lien Releases: Lien releases will not be signed prior to payment. Conditional lien waivers subject to payment may be provided.

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