

Terms and Conditions of Contract

Ownership

- ◆ All goods remain the property of The Flooring Hub until paid for in full.

Payment

- ◆ (a) A deposit of 90%, or otherwise agreed sum, is to be paid upon placement of order to The Flooring Hub. The balance is to be paid within 7 days of completion of installation of flooring, unless Hire Purchase or other agreements are made specifically with management of The Flooring Hub at the time of order confirmation. In the event goods are purchased by The Flooring Hub from supplier, or put aside from stock, ready to be supplied or installed, and through no fault or control of The Flooring Hub, the job is delayed, or the goods are not required until a later date, full payment for these goods is required within 7 days of invoice. The purchaser will be invoiced for these goods in the same month as The Flooring Hub orders in the goods from the manufacturer or supplier.
- ◆ **Progress Claims:** In the event that work is not completed within one calendar month, a progress claim will be made for goods bought in and/or supplied, and services carried out to date. These goods may be stored and insured by The Flooring Hub at our premises, or delivered to your site by arrangement. Payment is due within 7 days of invoice.
- ◆ (b) **Interest:** Interest will be charged at 3.5% per month on overdue accounts.
- ◆ (c) **Supply Only:** In the event of a SUPPLY ONLY contract (i.e. installation is not to be carried out by The Flooring Hub) goods must be paid for in full before being collected (Progress Claims apply as per (a) above). Please check your order carefully as no refunds will be given for over-supply and no responsibility is taken for under-supply from client quantities.

Default

- ◆ Until payment for goods is made in full, the customer hereby grants The Flooring Hub an irrevocable license and otherwise authorizes it to enter land and/or buildings upon which goods are stored, installed or kept, to uplift goods and carry out such work as may be necessary to return the goods to the possession of The Flooring Hub. All due care will be taken by The Flooring Hub and or its agents, however no responsibility for damage caused in this process shall lie with The Flooring Hub. Any legal costs, costs of collection and / or repossession will be further charged by The Flooring Hub and owed by the purchaser, in addition to the original sum outstanding, as well as interest due as described in (b) above.

Cancellation

- ♦ If orders are cancelled, a 15% handling fee will be charged if goods have been specifically cut or ordered in for your supply or installation. Any refund or partial refund is entirely at the discretion of The Flooring Hub management. A cancellation fee of R2500.00 will be charge if an installation isn't cancelled by the customer 48hrs before installation is to take place.

Storage

- ♦ The Flooring Hub regrets it is unable to store goods except by special arrangement prior to purchase. The Flooring Hub does not accept any responsibility for goods held or stored for any longer than 6 months from date of purchase (invoice date).

General

- ♦ For vinyl flooring or other installations that require adhesive fixing, it is imperative that all substrates are clean and uncontaminated. Paint or other contaminants will usually require sanding off, or removing prior to installation. In the event paint over spray or other contaminants are apparent on the substrate after final quotation, an additional charge will be made for their removal.
- ♦ Upon The Flooring Hub measure or site inspection, best endeavors will be made by The Flooring Hub staff to assess the floor or substrate, for suitability and preparation which will be reflected in the quotation or estimate. As it is often not possible to completely view existing substrates, The Flooring Hub does not accept responsibility for any unforeseen or extra items that become apparent during the preparation or installation process. In this event, The Flooring Hub will cease work and will forward an additional quote for this work for your approval, prior to continuing. The Flooring Hub will not accept responsibility for any movement in the substrate after floorcovering preparation or installation.
- ♦ It is important to note that all cut pile and plush pile carpets will track and shade to varying degrees. Plush pile carpets are particularly susceptible to “shading” (permanent pile reversal) where random light & dark patches may become apparent following installation. This is a characteristic of this style of carpet and is not regarded as a manufacturing fault (refer to the reverse of the carpet sample for further information; we will be happy to discuss this should you have any concerns prior to making your purchasing decision. The Flooring Hub accepts no responsibility from this “normal” carpet characteristic)
- ♦ Peaking of seams or raised seams is caused by the thickness of the heated joining tape under the carpet. This is an inherent characteristic of a conventional carpet installation stretched over underlay. It is often prominent in some rooms and not in others, as it is dependent on light source, color and style of carpet. Peaking seams do not constitute an installation fault and are not deemed acceptable grounds for a warranty or installation claim, providing the seam is completed to industry standards and best trade practice.

- ◆ Due to the nature of textured or patterned carpets, variances in width and length can be expected. For this reason an exact pattern match is often not possible and will not be deemed acceptable grounds for a warranty or installation claim.
- ◆ Floor preparation, easing of doors, uplifting of carpets, shifting of furniture, white-ware and appliances will be charged in addition to contract unless specifically quoted for, or prior arrangements have been made between The Flooring Hub and purchaser.
- ◆ The Flooring Hub does not accept any responsibility for paint damage to skirting's, walls or adjacent surfaces that have not been allowed to properly dry, cure or harden, in accordance with paint manufacturer's recommendations (i.e. 15 days for acrylic paints, 28 days for enamel paints). Should paint damage, or damage of any nature occur, during the installation of your new flooring, please advise The Flooring Hub salesperson or Manager immediately by email, in order that we can inspect and rectify as appropriate. The Flooring Hub will not accept responsibility for any damage that has not been reported as above, within 7 days of occurrence. No charge, contra charge or deductions from account will be accepted for damage, or any other perceived contra charge items, without this notice, along with a clear written instruction / confirmation from The Flooring Hub, that responsibility is accepted and agreed.
- ◆ Best endeavors will always be made by The Flooring Hub, to carry out work or deliver goods in accordance with any pre-arranged dates and times, however no guarantee is given, and The Flooring Hub is not responsible for any loss, damage or consequential costs resulting from any delays.
- ◆ The Flooring Hub is not responsible for any costs incurred due to inaccurate measurements or other incorrect information given by the purchaser to The Flooring Hub, for the purpose of quantifying, pricing or supplying of goods or services.

Dispute

Resolution

- ◆ In the event of a dispute arising between the purchaser and The Flooring Hub, an independent inspection and report will be undertaken by the manufacturer's representative or the South African Wood Laminate Flooring Association "SAWFLA". The purchaser hereby agrees to this dispute resolution process and agrees to abide by the findings of this independent report. The purchaser agrees to pay for any fees or costs that may be incurred in the inspection and reporting process, if it is found that no fault is attributed to The Flooring Hub. The purchaser further agrees that no money will be withheld from payment to The Flooring Hub at any time including during the dispute process, undertaking of remedial work, product repair or replacement, or in any other circumstance. Full payment will be made by the purchaser to The Flooring Hub as outlined in Payment section above.

IMPORTANT

- ♦ By accepting this contract, you are deemed to have read, understood and agreed to all items above.

Acceptance of The Flooring Hub standard Terms and Conditions of contract remain in force for all present and future purchases.

Signing of, or reference to the contract quote or estimate (verbally, by email or other communication) is deemed as acceptance of contract, including all contract terms and conditions as above.

The Flooring Hub reserves the right to cancel the contract in part or in full at any time. The Flooring Hub will invoice for all work carried out, or goods supplied to date (as per Payment Section (a) above)

Any deposit paid may be refunded partially or fully, excluding any applicable freight or restocking fees.

NAME (PURCHASER)

SIGNED (PURCHASER)

DATE

NAME (THE FLOORING HUB)

SIGNED (THE FLOORING HUB)

DATE