

NATURAL FLOORS PTY LTD

General Terms & Conditions

Definitions

Purchaser Customer as described on the quotation form Natural Floors

*Natural Floors Pty Ltd at 33 Henry Street Stepney
SA 5069*

Working Area The area as specified in the quotation.

Standard Travel Allowance \$1.10/kilometre

1) Payment Terms

- a) Within 7 days of completion.
- b) By cash, direct deposit or credit card. A surcharge of up to 3% may be applied to the credit card payment to cover commissions and administration.
- c) Natural Floors shall be entitled to charge a late fee upon all outstanding amounts at the rate of 15% per annum calculated daily

2) Ownership, Title & Risk

- a) Ownership and title of goods only passes to the purchaser once
Natural Floors has received payment in full (including any other fees and charges) incurred as a result of the sale or any late fees incurred as a result of payment default
- b) Risk of goods purchased shall pass to the Purchaser immediately following the substantial completion of the work or when goods are delivered to the purchaser's agent or carrier.

3) Safety & Access

- a) The site must be safe with clear access to the working area. b) Work cannot commence where other trades are active in the working area or immediately adjacent to it. If we are instructed to proceed, then the client agrees to pay us a surcharge of 50% over and above our Install Allowance for the Work Area.
- c) A car park is required for the installer to either park a car or trailer adjacent to the site. A surcharge will apply for parking off-site which includes the recovery of the parking fees and the extra time taken to transfer tools and material to the site at our Standard Hourly Rate (only where not included as part of the quote)
- d) Where induction is required at the building site, this will be charged to the client at our Standard Hourly Rate. The time charged is based on 15 minute blocks including travel time to and from the site. If a vehicle is required this is charged at our Standard Travel Allowance.
- e) Strata Title installations take longer. If the client fails to notify us of strata corporation regulations or access restrictions that impede the installation, then Natural Floors may charge an extra 30% of the Install Allowance.
- f) If the client fails to provide access to the site at the time prescribed, the client agrees to pay Natural Floors the Standard Hourly Rate from the time the installers arrive until such time as access is provided. Natural Floors may re-schedule the work if the installers are not given access in a reasonable time.

g) Furniture

- I. Floor areas are expected to be clean and clear. It is the responsibility

of the client to remove furniture and other items from the room/s. This includes gas appliances, electrical appliances fixed to the floor, powered advertising displays, cables, floor power outlets, speaker or power wires, floor communication outlets, coax, gas and water pipes, tubes, electrical conduit and other such items adjacent to (e.g. on lower face of skirtings), fixed onto or resting on the floor. II. Natural Floors may refuse to continue with the installation if the room is not deemed to be clear by the installer.

III. Natural Floors is not a furniture removalist and therefore cannot undertake moving furniture. It may be possible to make a separate arrangement with the installer.

IV. If work is unable to commence then the client agrees to pay a cancellation and re-schedule fee of \$165.

h) It is the client's responsibility to make good door clearances.

i) At the time of measuring it may not be possible to examine the sub-floors. Once the existing floor coverings are removed and the sub-floor is exposed, work may be required to the sub-floor to ensure the integrity of the installation. Additional charges may apply at our Standard Hourly Rate plus materials or if a specialist has to be called in the charge would be at their rate.

4) Warranties

- a) Natural Floors warrants that all work will be performed with due care and skill and that all materials supplied will be reasonably fit for the purpose for which they are supplied but otherwise accepts no liability for work performed or materials supplied by others.
- b) To the maximum extent permissible by law, Natural Floors shall not be under any liability (whether in contract, tort or otherwise) for any injury or loss or damage (including consequential loss or damage) to persons or property, no matter how arising.
- c) Extension of time or other indulgence granted by Natural Floors shall not constitute a waiver nor in any way affects its full rights and entitlements hereunder.
- d) All warranties and guarantees by Natural Floors are expressly excluded in circumstances where the floorcoverings shows signs of abuse, deliberate damage or have been altered or repaired, within the warranty period, by others not authorised by Natural Floors
- e) Charges at the Standard Hourly Rate will apply to work outside the warranty.

5) Manufacturers Guarantee

- a) Natural Floors places a 12-month guarantee on all materials at point of install. This guarantee applies to the manufacturing quality of the supplied material. It does not cover in any way everyday wear and tear, spills and stains, damage caused by careless action, shrinkage due to liquids of any kind or curling of tiles. it does not cover fibres on the surface freying.
- b) Any marks caused by roller wheels of any kind are not covered under warranty for sisal floorcovering off the roll. Sisal is a natural fibre product and as such is not the same as synthetic or wool carpet or carpet tile. It is the responsibility of the purchaser to ensure that they are aware of what Natural Sisal flooring and Tiles are made from and how they behave and react in the intended application.

6) Product Waiver

a) The products are made from natural fibres. In many cases the fibres are stripped from plants, hand yarned and then woven on hand- powered looms. They may contain irregularities in weave. Often this results in some bowing or skewing of the weave – an irregularity which we often can correct during installation.

b) Some of the products are dyed. As the fibres are natural, these dyes show different rates of absorption. The floorcovering may appear different from roll to roll or even within a roll. Natural Floors has no control over this. Sample swatches may vary in colour up to 10% from the more recent imports. The dyes are not fast if the material is exposed to sunlight and even so some fading would be expected in low levels of UV radiation.

c) UV light will cause degradation over time. Higher UV levels result in a shorter life particularly with Jutes and Coir. Anecdotally Sisal and Seagrass fibres are more robust and we hypothesise that the fibres, with a high lustre, reflect more of the damaging radiation. In any event to minimise this consider, with windows facing west through north to east, the use of blinds, awnings, louvres, UV film, curtains, shutters, verandas, eaves, pergola, or even trees and shrubs.

d) Other features of these materials can include shading, watermarking and crushing. Natural Floors minimises this by inspecting the material before installation.

e) Seams are visible. To maintain the integrity of the join, Natural Floors uses special wide heat bond tape or otherwise stitches the join. Often the material is selvaged to avoid fraying but this in turn makes the join more visible.

f) It is necessary to staple the floorcovering material at the perimeters. These staples are visible until they tarnish over time.

g) Some fibres are evident at the walls after bolstering. This is usual. These materials are fully woven with a warp and weft and since 'springy' it is almost impossible to avoid this. Carpet can be described as being constructed like a sandwich, with the fibres stuck through a poly sheath and then by using contact adhesives the fibres are held in place at the same time a synthetic backing (used to be nature jute) is stuck to the bottom. Therefore it can be cut just like a sandwich with a straight edge. Natural Floors does not have that luxury.

h) Initially some fibre shedding will occur with these woven materials

i) Pattern matching cannot be guaranteed

j) Some damage may occur on installation of the floorcovering. This is mainly minor blemishes to paintwork when moving material into rooms and also to skirtings where the material is bolstered down. More noticeable on soft recently painted surfaces..

k) If the client fails to remove cables before installation and if accidental damage occurs to any wiring such as security, telephone, Cat 5 twisted pair, power cables etc then re-instatement is the responsibility of the client.

weavers knots may be visible but there is no loss of integrity if this is the case.

If comparing our product with synthetic products please be aware that modern carpets are made with a uniformly perfect yarn, stuck through a polypropylene sheath and then glued with a contact adhesive (commonly Hexane, Toulene and Acetone), and then covered with plastic on the back. There are no weavers knots, tights, tensioners or shuttles.

7) Natural Jute Floorcoverings

Natural Sustainable floorcoverings are imported from India. They are made by

- Processing fibres from the Jute plant *Corchorus Capsularis*
- Spinning the ungraded jute by hand to produce a yarn. This yarn provides the texture and colour, as no dyes are used, in our products and will vary in diameter and length.
- Finally spooling the yarn which is then used to weave the floorcovering in a hand powered loom.

The unique characteristics of the material are mostly as a result of the yarn irregularities. The irregularities make it difficult to keep the tensions consistent on the loom. Since each village has different weavers and team, every roll is essentially hand made. Weave tension variations may cause the pattern to "bend". Wall to Wall installations allow the installer to make some corrections but with mats there are limitations. Subject to the above,