DECO-B
SURFACES

PARTICULAR CONDITIONS

Unless expressly amended herein, the **General Terms & Conditions** shall apply to all works.

VAT prices quoted are inclusive of VAT.

Delivery/Completion of work to be arranged for upon confirmation of order.

Cleaning and maintenance recommendations available upon request.

To be provided on site by the Client electricity, water, secured storage space and scaffolding as required.

Special Mentions

i. Flooring products must be laid on a sub floor which is flat, level, dry and without any rising damp. The Contractor will accept no claim resulting from a defective or uneven subfloor and/or damages caused by moisture infiltration. (Maximum authorized moisture percentage in substrate floor and/or wall to allow for laying of glued flooring and/or wall protection is 4,1%)
ii. The site must be delivered, by the client, clean and free from any wastage and debris.
iii. Removal of existing flooring is the responsibility of the client, unless agreed otherwise.
iv. Removal of furniture is the responsibility of the client, unless agreed otherwise.
v. Aluminium/ Stainless steel trimmings, excluded unless specified on quote.
vi. Disconnection of plumbing & electrical items is the responsibility of the client.
vii. Civil works remain the responsibility of the client.
viii. Skirtings, excluded unless specified on quote.

Warranties

i. Product and workmanship - 5 years
ii. Bamboo Wood – 20 years

Limitations and Exclusions of Warranty

The following are not covered under this warranty:

- Damages resulting from normal wear and tear,
- Defects from incorrect structures,
- Improper maintenance of the product,
- Cyclone, storm and bad weather conditions.

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GENERAL TERMS & CONDITIONS

1. General

Unless otherwise agreed in writing, acceptance of our quotation(s) includes acceptance of the following terms & conditions which shall apply to all works.

2. Period of Quotation

The quotation remains open for 1 month unless previously withdrawn. After 1 month, the quotation is subject to re-confirmation and adjustment.

3. Basis of Quotation

i. Should the scope of works vary substantially in terms of measurements, design or complexity, a revised quotation will be issued.
ii. Depending on the nature and timespan of the works, all increases in labour and/or material cost arising after the date of quotation may be recovered from the Client unless the quotation expressly excludes this condition.
iii. Even if not specifically mentioned in the quote, a surcharge of Rs.375/m2 is applicable for working outside office hours.
iv. Whilst reasonable care will always be taken, the quotation does not provide for repainting or making good of any plastering chip off or other works consequent upon the proper execution of the work.

4. Measurements/Provision for wastage

All quantities given in the quotation(s) are provisional and the works will be re-measured on completion and prices adjusted accordingly.

5. Terms of Payment

i. 85% down payment on confirmation of order, balance upon delivery and progress of work as per bank's standard credit terms.
ii. If delivery is delayed upon Client's instructions, balance of payment to be made upon notice of finished goods ready ex-factory; in accordance with clause 8 below.
iii. Payment by cheque to the order of Decorative Blinds Co. Ltd or by internet banking to MCB A/c N°000400908050
iv. Monthly interest above Bank rate will be charged on all overdue accounts.
v. In case of legal recovery, all costs, including solicitor's 10% commission, are payable by the Client.

6. Delivery of materials/goods on site

Materials/goods delivered on site shall be handed over to and signed off (using Sign off sheet) by the Client or any person designated by the Client and shall thereafter become the responsibility of the Client.

7. Completion

i. The Contractor will endeavour to carry out the work within the period stipulated but shall not be held responsible for any loss or damage arising out of delay due to any cause beyond the Contractor's control, such as delay in delivery of the site and shipment delays.
ii. In case of any delay as per 7(i), the Contractor will submit an amended schedule of works and will not be liable for any loss or damage arising out of the delayed works.

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8. Delivery upon completion of works

i. If upon notice of finished goods ready ex-factory, the client does not take delivery of the goods, the Contractor may accept to store the goods on behalf of the Client against payment of storage fees and full settlement of balance of payment.

ii. If the Contractor is not in a position to store the goods, the Client must, at its own cost, make the necessary arrangements for collecting the goods from the Contractor's premises and for warehousing.

9. Consequential Loss or Damage

Without prejudice to the Client's rights, the Contractor will pass to the Client the benefit of any guarantees the Contractor has received in respect of materials supplied by the Contractor and undertakes to repair or, if necessary, replace, free of charge, any materials or work found to be defective if the defect is due to faulty materials or workmanship by the Contractor and is brought to his attention within the period of warranty applicable to the materials and /or workmanship, provided nevertheless that:

i. the Contractor accepts no responsibility for any drawing, design or specification not prepared by him;

ii. the Contractor shall not be held liable for any wear and tear, loss or damage, direct or indirect, and in cases of improper use or inadequate maintenance of the product by the Client or other contractors on site;

iii. the repair or replacement of any faulty work or materials shall only be carried out by the Contractor otherwise the Contractor's warranties as to repair or replacement shall not apply;

iv. the Contractor will take reasonable care but accepts no liability for damage to furniture or other fixtures and fittings which have to be moved by the Contractor in order to carry out the works.

10. Risk and Retention of Title

Risk of damage to or loss of the materials/goods shall pass to the Client:

i. In the case of materials/goods to be delivered otherwise than at the Contractor's premises, at the time of delivery or, if the Client wrongfully fails to take delivery, at the time the Contractor has tendered delivery.

ii. Notwithstanding delivery and the passing of risk in the materials/goods, or any other provision of these Terms & Conditions, legal and beneficial title to the materials/goods shall not pass to the Client until the Contractor has received payment in full, in cash or cleared funds.

iii. Until payment has been made to the Contractor in accordance with these conditions and title in the materials/goods has passed to the Client, the Customer shall be in possession of the materials/goods as bailee for the Contractor and the Client shall ensure that the materials/goods are safely stored and easily identifiable as being the property of the Contractor and shall insure the materials/goods against all reasonable risks.

iv. The Contractor reserves the right to repossess any materials/goods in which the Contractor retains title.

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11. Force Majeure

Neither Party shall be liable for any failure nor delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party.

12. Law and Jurisdiction

The Terms & Conditions and the Contract shall be governed by, and construed in accordance with the laws of the Republic of Mauritius. Each parties agrees to be submitted to the exclusive jurisdiction of the Mauritian Courts.

13. Confidentiality

i. The parties agree that this agreement and the contents thereof shall remain confidential between the parties hereto , unless otherwise agreed by both parties.
ii. The parties agree that this clause will survive the termination of this agreement for whatever reason.

14. Condition of Sales - Continued

PVC Rolls, Luxury Vinyl Tiles:

i. For PVC rolls and glued-down versions of LVT, a levelled surface is required. A powerfloat finish (with 1.5 % tolerance) or a self-levelling product (highly recommended) will be needed.
ii. The powerfloat remains the responsibility of the Client, whilst the self-levelling can be done by the Contractor if agreed on quote.
iii. Click LVTs on existing tiles will require a part self-levelling (1-2mm) in the tile joints for a flat surface. Glued-down LVTs and PVC Rolls will require at least 3mm of self-levelling for a flat surface.

Engineered Wood;

i. The Client shall provide a flat surface to the Contractor, unless a self-levelling has been agreed on the quote.
ii. Herringbone patterns can be done in glued-down version only. A full powerfloat finish or a self-levelled surface is required.
iii. For herringbone patterns, all the oiling is done in-situ. Thus, the Contractor shall be the sole to intervene. The contractor shall not take any responsibility of any finish being affected due to intervention of other parties during the allotted time-frame.
iv. The engineered wood is fumigated at source. The Contractor shall not take responsibility of any additional anti-termite treatment. (Unless agreed otherwise)
v. Varnished finish is done in-situ, and the Contractor shall be the sole to intervene. The contractor shall not take any responsibility for any finish being affected due to intervention of other parties during the allotted timeframe.
vi. Cladding and Ceiling structures for the fixing of Engineered wood are excluded unless specified prior or on the quote.
vii. The rate for the structure shall vary according to the existing wall/ceiling and recess requirements.

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Decking & Cladding:

i. Although the decking planks are chemically treated with an anti-termite, it remains the responsibility of the client to hire his own pest controller and do regular checks/treatment to prevent termite infestation.
ii. Any civil works remain the responsibility of the Client .
iii. Raised decking system shall not be an additional cost unless the floor finish level exceed 150 mm.
iv. All additional equipment such as pols and pedestal system shall be quoted separately.
v. A spacing of minimum 400mm is required between each rails of our decking system.
vi. Rails fixed on beams (if applicable) shall be with a maximum of 600mm (center to center) between each beams.

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