



The Concrete Protection  
& Restoration Specialists

## General Terms & Conditions of Quotation & Contract

These conditions apply to all quotations unless otherwise stated

### PRE PROJECT

1. You meaning you the client or contractor as named in the quotation or contract ; Us meaning Poly-Tech (Beamar Pty Ltd ABN 96 057 035 579)
2. The quotation is strictly valid for 30 days only. Re quoting may be required for time frames outside of this period.
3. Poly-Tech reserves the right to cancel work, and then refund deposits where possible due to unforeseen circumstances.
4. Your work will be scheduled in as soon as is practical based on our current workload at the time of receiving your signed acceptance, contract or purchase order and depending on availability of materials, labour and any other conditions beyond our control.
5. Curing compound is **not** to be applied to new concrete that is to receive any coating as this will prevent adequate bonding of the coating to the concrete. Additional charges may apply for the subsequent removal of any such compounds or other contaminants. Where a specific curing compound with supporting technical data to contradict the above, the responsibility for any subsequent failure rests totally with the client.
6. For new concrete, it must be clearly understood that most generic systems and products require a minimum moisture content of 5% prior to any application being carried out. This is generally achieved after 28 days cure. Should the project require the application of a system or products to accelerate the project program the application of a moisture barrier may be considered (subject to technical and warranty considerations). This application will be charged as an additional cost.
7. Cancellation or deferring the agreed starting date (could) result in costs charged to the client for the procured materials, plant, labour and consequential loss including the loss of any deposit unless approved in writing by Poly-tech.
8. You warrant that the substrate surface will be free of obstructions and in a condition ready to receive the application of the system coating. Additional charges may apply at a reasonable rate determined by us if the surface must be cleared or treated.
9. No allowance has been made for the removal and/or reinstatement of any items including but not limited to stock, equipment, machinery, furniture, doors etc unless specified in the quotation. You must remove all furniture and similar prior to our arrival.
10. You agree to provide unobstructed, clean and clear access, adequate lighting, relevant power (240 volt and / or 3 phase – 32 amp) and water within 15 meters of the work area. We do not allow for generator provision or the contracting of an electrician unless specifically itemised with the quote.
11. All smoke detectors, pilot lights, naked flames are to be isolated by you prior to our commencement of works. Inhaling of the vapour of coating materials could be harmful and may cause lung irritation and asthma like respiratory reaction and irritation to skin and eyes. Please refer to the Materials Safety and Technical Data Sheets.
12. In some circumstances you may be required to remove all food items from the vicinity as certain materials may taint food products (this includes inside refrigerators). Please refer to the Materials Safety and Technical Data Sheets.
13. Any selections or decisions regarding extent of preparation, colour, system, slip resistance or any other component of your quotation remain your responsibility regardless of any input, recommendation or samples provided by us.
14. You warrant to us that prior to project commencement Poly-Tech reserves the right to undertake a site inspection. Any alterations or deviations from the agreed quotation, specification, scope of works or project documents will be executed only upon further written instruction and may become an extra charge over and above the amount quoted.
15. For all non slip flooring, it shall be deemed that the level of non slip applied by Poly-Tech is suitable and accepted if no correspondence has been made to Poly-Tech's office in writing within 7 days of the non slip floor application to state otherwise.
16. All areas are to be clear and clean and free of other trades prior to commencement onsite. Additional time for cleaning prior to commencement will be charged at our standard hourly rate.
  - i. Unless stated otherwise by ourselves, this quotation is based on having clear access, free from trades over 1 site visit.
  - ii. A "Site Visit" is typically defined in body of the quote
17. All work is to be undertaken during normal working hours Mon - Fri 7.30 am – 5pm unless nominated on the quote.
18. Provision for rubbish disposal will be available on site unless nominated on the quotation.
19. Additional cost will be incurred for non standard colours that are not specified in the quotation. Delivery times and costs of these colours can vary. Discuss your requirements when booking your project as more lead time may be required for non standard colours.
20. Some systems can yellow and chalk on exposure to UV radiation (sunlight). Areas indoors that receive direct sunlight exposure for some intervals during the day, such as those adjacent to doorways and windows may experience some discolouring if you have chosen a system without a UV resistant sealer. It is the responsibility of the client to review technical datasheets to ensure suitability of product for any given project.
21. You warrant to us that all aspects of the work that we are required to do are as specified and accordingly any alteration or deviation from the specification which involves extra costs, will be executed only upon your further written order and will become an extra charge over and above the amount quoted.

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22. All agreements on our part are subject to strike, accidents, thermal conditions, natural disasters, acts of god, terrorism and/or other delays beyond our control. It must be appreciated that carrying out the contract work involves the use of powerful and toxic chemicals. Though every precaution is taken, no responsibility will be accepted for injury to any person or loss of damage of any property arising from reasonable performance of the contract works. By accepting this quotation you agree to indemnify us from any liability or any such injury, loss or damage.

## **APPLICATION**

23. Unless specifically listed by us in the quotation, no allowances have been made to reinstate or caulk joints.
  - a) Where joints have been allowed for and reinstated, no responsibility will be taken by us to rectify where movement exceeds the capabilities of the materials.
24. Cracks in the substrate which exceed the require repair prior to epoxy coatings being applied. Unless specifically listed by us in the quotation, no allowances have been made to treat or repair cracks and will be charged as a variation.
  - a) Where cracks have been allowed for and reinstated, no responsibility will be taken by us to rectify where movement exceeds the capabilities of the materials.
25. No allowances can be made for any dewatering or for effects caused by inclement weather or for any environmental conditions that are prohibitive to the adequate bonding and or the curing of the intended system. Furthermore Poly-Tech shall not be responsible for any subsequent site or weather conditions that cause to " any applied system or product". It must be clearly understood that where an instruction is given to proceed with specified work where a delay notice has been issued, any such work carried out will not be covered under any warranty programme nor subject to any defect liability. Furthermore, any cleaning, clearing or environment conditions may result in the issue of a delay notice to the builder if required.
26. Poly-Tech cannot be held responsible for delays caused from material suppliers. Materials can only be procured upon receipt of signed subcontract or purchase order and lead times will vary.
27. We will not be held responsible for any debris, dust, flora, fauna, insects, excrement or fibres which may settle into the Coating while drying. The term dustless grinding refers to a standard practice used in the preparation process, It is unrealistic to assume that no airborne dust will be created and care must be taken by the client to provide adequate protection to plant and equipment and also for the removal of all stock from the immediate area, in particular any food stuffs.
28. Poly-Tech shall install hoarding and bunting noting "wet floors "or epoxy works in progress" or similar during the course of our works. Poly-Tech will not be held responsible where damage is caused to preparation or applied systems through neglect or wilful damage at any stage. Any costs incurred to rectify shall be borne by the client.
29. Any gas or electrical related fixings must be isolated throughout the course of our works by the client and reinstated by the client at their own expense unless specifically included in our quotation.
30. Due to necessity for high speed grinding equipment being operated right up to the skirting boards, some marking may occur on these surfaces. All care will be taken to reduce these markings however Poly-Tech will not accept any liability from client for any such markings.
31. No work shall be carried out where such work may be compromised by climatic or other prevalent conditions. Any signed instructions to proceed with such works will be required in writing and may result in any warranty written or implied being void. Always refer to manufacturers recommendations for specific product details.



## **POST PROJECT**

32. Though precaution will be taken, many systems are a handmade product and may carry some irregularities or imperfections. By accepting this quotation, you accept these aspects. All resin based floors are applied in hand laid method of an artisan nature. Although all work is carried out in a tradesman like manner there will be some minor imperfections in the finished floor, such as roller marks, reflective cracking, minor undulation or trowel marks. By accepting this quotation you acknowledge that you are aware of these facts.
33. Payment terms as stated in quotation. As per the Securities of Payments Act overdue amounts may carry interest at the rate of 6% plus the RBA cash rate per annum from the due date to the date of payment in full. You also agree to indemnify us against any costs (including without limitation legal costs on a full indemnity basis) that we may incur in connection with recovery or attempted recovery of overdue amounts. (Handover)
34. All best trade practices and due care will be taken to ensure adequate preparation, bonding and installation of the system in accordance with manufacturers technical advice. However our warranty is void should the system fail as a result of any of the following:
  - i. Failure within substrate due to concrete fracture
  - ii. Structural movement including stress fracture
  - iii. Mechanical damage
  - iv. Rising moisture
  - v. Oil or other contaminations
  - vi. Any unforeseen circumstances beyond our control
  - vii. Alteration of use contrary to that specified at the time of applications (i.e. warehouse converted to manufacturing area).

It may be admissible that an independent assessment of any of the above issues may be required to determine the cause in which any costs associated will be attributed to the client.

35. Many systems require a minimum 48 hours from completion prior to accepting foot traffic (longer for vehicular traffic in accordance with manufacturer's technical data sheet). We will not be liable for any defects caused by early use of the surface. Many systems can take up to 7 days to achieve full chemical cure where during this period the use of any water, cleaning agents or similar may affect the systems appearance and/or performance. Additionally, any form of traffic and the placement of plant, equipment, furniture etc onto system should be at a minimum. Please consult the systems technical data for reference for all traffic ability and cleaning / maintenance parameters.
36. Under no circumstances will Poly-Tech be liable for any consequential loss.