Senso UK Designs General Terms and Conditions of Sales and Warranty

1. Scope and Applicability

1.1 These Terms apply to all quotations, sales, installations and services provided in the UK by Senso UK Designs Limited ("Senso") to the customer ("Customer").

1.2 They form part of the contract upon acceptance of an incorporating quotation, signature or instruction to proceed, subject to law.

1.3 Signed individually negotiated terms prevail, followed by the accepted quotation and project specification.

1.4 Modifications must be agreed in writing by authorised representatives.

1.5 They cover businesses and consumers unless stated otherwise or mandatory law applies.

2. Quotations and Contracts

2.1 Quotations remain valid for the stated period and rely on the disclosed scope, area, substrate and site conditions.

2.2 Prices assume compliance with Senso's installation requirements and project checklist.

2.3 Preparation, moisture mitigation, levelling, structural works and repairs are excluded unless expressly quoted.

2.4 Changes to area, finish, materials, substrate, access or programme may affect price and timing.

2.5 Scope changes require written confirmation. Senso need not perform extras before an agreed variation.

2.6 Senso may reasonably postpone installation until necessary site conditions are satisfied.

3. Cancellation and Postponement

3.1 COMMERCIAL CUSTOMERS

a. Cancellation without charge is permitted within 72 hours of written contract confirmation, provided Senso has not incurred project-specific costs at the Customer's express request.

b. Cancellation after 72 hours and more than six weeks before installation is subject to 25% of the contract value.

c. Cancellation within six weeks of installation is subject to 50% of the contract value.

d. The charges reflect a proportionate estimate of reserved capacity, preparation, procurement, administration and scheduling losses. Senso will account for costs avoided and reasonable mitigation.

e. If legally recoverable actual losses exceed the charge, Senso may instead seek such losses, without double recovery.

3.2 PRIVATE CONSUMERS

a. Applicable statutory rights for distance and off-premises contracts are preserved.

b. Where applicable, the Customer generally has 14 days to cancel a service contract without reason, subject to legal conditions and exceptions.

c. If services begin during that period at the Customer's express request, Senso may recover the proportion permitted by law, provided the prescribed information and authorisations were given.

d. Genuine made-to-specification or personalised goods may qualify for a statutory exception, but that exception does not automatically cover the entire installation contract.

e. Senso shall provide required pre-contract cancellation information and forms.

f. Outside statutory rights, reasonable legally recoverable losses may be charged, accounting for work performed, committed and avoided costs, and mitigation.

3.3 POSTPONEMENT

a. The Customer shall notify anticipated delays promptly.

b. Customer-requested postponement may result in reasonable, evidenced additional charges, lost allocated installation capacity, storage and remobilisation charges where lawfully recoverable.

c. Senso will notify material additional charges in advance where practicable.

4. Customer Responsibilities and Site Conditions

4.1 The Customer shall provide a structurally suitable, accessible, secure, clean, dry, well-lit site free of obstructing trades and materials.

4.2 Unless agreed otherwise, the Customer shall provide a stable subfloor, acceptable moisture conditions, ventilation, temperature control, utilities, safe access, moisture protection and completed preceding works.

4.3 Required power (unless otherwise quoted): 110V—Grain, Bcrete, HighDensity; 230V—Superquartz, Titan; 230V with 30A breaker—Terrazzo.

4.4 Additional equipment requirements may be notified for individual projects.

4.5 Site conditions must meet applicable Senso product data sheets and instructions.

4.6 Senso may suspend work where conditions materially threaten performance or safety.

4.7 Customer-caused site delays may justify reasonable evidenced costs and programme extensions, subject to law.

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5. Substrate Requirements and Acceptance

5.1 The finish follows its substrate unless levelling or remedial works is expressly contracted.

5.2 The Customer is responsible for substrate stability, structure and suitability unless Senso expressly undertakes those works.

5.3 Substrates must be sound, clean, cured, dry, uncontaminated and suitable for the system.

5.4 Moisture testing shall follow applicable product data, British Standards and specifications; different test methods are not interchangeable.

5.5 Timber subfloors must be supported, securely fixed and dimensionally stable; specified board construction and movement accommodation must be followed.

5.6 Existing tiles and natural stone must be sound, bonded and prepared appropriately.

5.7 Movement and construction joints must be identified and treated as specified. Seamlessness does not remove the need for joints.

5.8 Senso remains responsible for due care and skill in any contracted levelling or preparation.

5.9 If unsuitable conditions are identified, Senso may require remedial works or issue written qualifications before proceeding.

5.10 Installation does not guarantee concealed substrate conditions or excuse defective Senso workmanship.

5.11 The Customer shall retain reasonably available structural, moisture, heating and preparation records.

6. Product Characteristics and Aesthetic Tolerances

6.1 Sensofloors are hand-applied on site; materials, application, lighting and substrate affect appearance.

6.2 Subject to agreed samples, specifications and reasonable workmanship, inherent variations—not defects in themselves—include minor differences in colour, aggregate, pigment distribution, sheen, texture, trowel marks, ageing, batches and scale relative to samples.

6.3 Normal aesthetic variation does not excuse substandard workmanship.

6.4 FUSION FINISHES: Fusion is blended on site; tone movement, veining, marbling and transitions are intended. Exact reproduction cannot be guaranteed.

6.5 SUBSTRATE VISIBILITY: Substrate movement, joints or cracks may telegraph through as veining or shadowing. Such effects are excluded where outside Senso's responsibility and not due to its defective work.

6.6 VERTICAL DETAILS: Risers, stairs, skirtings and transitions may use different techniques or microtopping, with reasonable tonal, texture or sheen differences.

6.7 SURFACE REGULARITY: Seamless does not promise a perfectly flat, level or optically uniform floor. Enhanced tolerances must be agreed.

6.8 SAMPLES: Samples indicate general colour and character, not exact appearance. Special uniformity or lighting requirements must be agreed beforehand.

7. Installation and Curing

7.1 Works shall be performed by Senso or approved professionals for the relevant system.

7.2 Specified primers, reinforcement, coats, aggregates and topcoats must follow Senso's written installation instructions.

7.3 Substitutions require written approval.

7.4 Underfloor heating must be commissioned and cycled before installation as specified.

7.5 The completed floor must be protected against premature traffic, moisture, contamination and follow-on construction.

7.6 Unless product documents state otherwise, floors are typically walkable after 24 hours and initially cured after 72 hours, subject to system and conditions.

7.7 Damage caused by premature use or inadequate third-party protection is outside the limited warranty to the extent so caused.

8. Limited Five-Year Warranty

8.1 Senso gives a limited warranty for five years from practical completion of installation.

8.2 It covers defects in Senso materials or workmanship under normal use within specified performance limits.

8.3 Compliance with use and maintenance instructions is required to the extent a failure caused or materially contributed to the defect.

8.4 For proven covered defects, Senso may repair, resurface, recoat or replace affected areas, subject to law.

8.5 Repairs may remain distinguishable through age, wear, colour or application; exact matching is not guaranteed.

8.6 This warranty does not separately guarantee the building structure or third-party materials.

8.7 Mandatory statutory remedies remain unaffected.

9. Warranty Exclusions

9.1 Excluded to the extent caused by: misuse, impact or abnormal loads; abrasion, scratches or furniture; improper cleaning or chemicals; damp, moisture ingress or vapour pressure outside Senso's scope; structural movement or cracking not caused by Senso; third-party work or materials; unsuitable temperatures or heating;

staining or plasticisers; normal wear; or normal UV-related colour change.

9.2 Aesthetic characteristics in Article 6 do not become defects merely because they differ from subjective preference.

9.3 No exclusion applies where the problem arises from Senso's breach, defective materials, failure of reasonable care and skill or liability that cannot lawfully be excluded.

10. Inspection, Completion and Acceptance

10.1 The Customer or representative should inspect promptly after notification of practical completion.

10.2 Visible concerns should be reported in writing within 72 hours, identifying their location.

10.3 Early notice allows inspection before occupation, wear or further works alter evidence.

10.4 Failure to report within 72 hours does not automatically extinguish statutory remedies or claims for latent defects.

10.5 Use without objection may evidence acceptance of visible appearance, but not conclusively of defective work.

11. Claims, Inspection and Repairs

11.1 Claims shall be in writing with reasonable detail and supporting photographs or available evidence.

11.2 Senso must have a reasonable chance to inspect before third-party repairs, except urgent action to prevent danger or damage.

11.3 The Customer shall reasonably mitigate further damage and permit investigation and rectification.

11.4 Where responsibility is accepted, Senso will propose an appropriate remedy within a reasonable period.

11.5 Senso should ordinarily have the first reasonable opportunity to remedy, subject to statutory rights.

11.6 Third-party repairs prejudicing investigation or remedy may limit recoverable costs where lawful.

11.7 Unauthorised third parties cannot admit liability or settle on Senso's behalf.

12. Product Use and Maintenance

12.1 Use shall remain within the specified system's performance parameters.

12.2 Exceptional loads, chemicals, wet or exterior exposure require written approval where applicable.

12.3 The Customer shall comply with Senso's maintenance instructions.

12.4 Maintenance frequency depends on system and use.

12.5 Periodic resealing, recoating or maintenance is excluded unless agreed.

13. Payment

13.1 Payment instalments and due dates are those in the agreed quotation or contract.

13.2 Unless otherwise agreed, invoices are due within five working days.

13.3 On qualifying business debts, Senso may charge statutory interest and permitted recovery costs.

13.4 Consumer late-payment charges must be lawful, fairly disclosed and proportionate.

13.5 Senso may suspend works for material non-payment after appropriate notice, subject to law.

13.6 Undisputed sums may not be withheld because of a dispute about another part of the work.

14. Variations and Additional Work

14.1 Variations may arise from changes in quantity, condition, preparation, materials, detailing, access or programme.

14.2 Extras will be priced and approved in writing before proceeding where reasonably practicable.

14.3 Emergency protective measures shall be communicated promptly.

14.4 Material variations may require reasonable extensions of time.

15. Liability

15.1 Senso remains responsible for legally established direct losses caused by its breach, negligence or other liability, subject to enforceable limits.

15.2 For business contracts, total project liability is capped at the contract value insofar as reasonable and enforceable.

15.3 For business contracts, indirect or consequential loss and lost profits, revenue or opportunity are excluded where lawful.

15.4 Consumer liability is restricted only as permitted by consumer protection law.

15.5 Senso is not liable for third-party work, substrates outside its scope or Customer breach except to the extent Senso contributed.

15.6 Nothing excludes liability for death or injury caused by negligence, fraud or liability which cannot lawfully be excluded.

15.7 Both parties shall reasonably mitigate their loss.

16. Force Majeure

16.1 Neither party is responsible for non-payment-independent delay or failure caused by events beyond reasonable control.

16.2 Examples include severe weather, natural disasters, government action, major supply disruption or industrial disputes.

16.3 The affected party shall notify the other and minimise disruption.

16.4 If prevention persists, either party may seek termination and fair payment for completed work and recoverable costs.

16.5 Statutory consumer rights remain unaffected.

17. Ownership and Risk

17.1 Risk of damage from events outside Senso's responsibility passes at practical completion or handover in accordance with the contract as applicable.

17.2 Identifiable goods remain Senso's property until payment only where retention of title is legally effective.

17.3 No title is reserved over materials incorporated into the building where legally ineffective.

17.4 Senso retains its lawful rights to outstanding payment.

18. Governing Law and Disputes

18.1 English and Welsh law governs, subject to mandatory protections applicable to the Customer.

18.2 The parties shall first seek reasonable resolution by direct communication.

18.3 Mediation or independent expert assessment may be agreed by both parties.

18.4 No trade-association dispute procedure applies unless both parties agree in writing.

18.5 Subject to mandatory consumer jurisdiction rules, courts of England and Wales have jurisdiction.

19. General Provisions

19.1 If one provision is invalid or unenforceable, the rest remain effective to the extent lawful.

19.2 Failure to enforce a provision once is not a general waiver.

19.3 Neither party may assign its contractual obligations without consent except as permitted by law.

19.4 Third parties have no rights under the Contracts (Rights of Third Parties) Act 1999 unless expressly stated or required by law.

19.5 These Terms, quotation, specification and incorporated documents form the agreement, subject to mandatory rights and binding pre-contract statements.

Key Terms and Definitions

Sensofloor — Site-installed seamless flooring system supplied or installed by Senso.

Fusion finish — Handcrafted finish blending multiple colours to produce natural marbling, veining and tonal movement.

Aggregate — Mineral, stone or particulate material incorporated to create texture or character.

Substrate — Structural or preparatory surface below the finished floor, including concrete, screed, plywood, board or tile.

Veining — Visible line or pattern potentially resulting from substrate movement, cracks, application effects or intentional colour blending; cause requires assessment.

Shadowing / telegraphing — Visibility of underlying joints, board outlines, imperfections or differences in support through the finish.

Practical completion — Installation substantially complete and capable of intended use despite immaterial outstanding items.

Curing — Process by which installed materials develop their specified initial properties.

Self-levelling — Application of levelling compound to improve substrate surface regularity.

Microtopping — Thin decorative layer used for details or vertical surfaces; may differ from the main floor.

Seamless finish — Visually continuous floor without conventional tile grout lines, not a guarantee of uniform colour, surface regularity or absence of structural movement joints.

Limited warranty — Five-year contractual protection for defined defects, without limiting mandatory statutory rights.