

Article 1 – Applicability of General Terms and Conditions

- a. These terms and conditions are applicable between Senso, as supplier, and any customer, either a natural person or legal entity.
- b. These terms and conditions shall first take effect by as soon as one of the parties declares them applicable in a quotation or contract for the delivery and laying of a Senso screed flooring system. If these terms and conditions apply to a particular contract, then they also apply to any other subsequent contracts arising as a result of the aforementioned contract.
- c. These general terms and conditions apply with the exception of to the extent either party notifies the other party in a timely fashion and in writing of any deviations therefrom.
- d. Any deviations from or addition to these general terms and conditions are only valid insofar as these have been agreed in writing.

Article 2 – Quotation

- a. The dated quotation and the prices quoted therein are binding for the period stated in the quotation.
- b. Price indications in quotations are based on the assumption that the room(s) and substrates on which Senso lays its flooring comply with the requirements as stipulated in Articles 6 and 7 of these terms and conditions, and as included on the checklist enclosed with the contract. Price indications in quotations do not include implementing any additional special measures.

Article 3 – Cancellation

- a. The contract may be cancelled by the customer without charge within seventy-two (72) hours of the date on which the job confirmation was sent.
- b. Cancellations after this period will be subject to a charge of 25% of the job total quoted to the customer.
- c. Cancellations within six (6) weeks of the agreed work commencement date will be subject to a charge of 50% of the agreed price.

Article 4 – Contracts

- a. A contract with Senso takes effect once the job has been accepted and confirmed by Senso in writing.
- b. Changes to the contract and/or supplementary agreements are only effective if these have been accepted by Senso in writing.

Article 5 – Composition and Implementation

- a. When carrying out work activities, the customer should take the following points into account. Senso floors may differ with respect to the samples shown to the customer during contract negotiations in the following respects:
  - slight colour differences
  - differences in sheen
  - slight unevenness or visible application strokes
  - cracks in the substrate visible as a vein pattern
- b. The quantities of material, floor thickness and falls indicated by Senso are based on a flat, even substrate surface. Senso's samples are only intended to provide an indication of the colour of the floor to be laid. Slight colour discrepancies may occur and are inherent to this type of flooring system. In principle, any unevenness in the substrate will be traced and will be reflected in the end result unless smoothing out any unevenness has explicitly been agreed in the contract.
- c. UV filters do not exclude the possibility of discolouration; they simply minimize these effects. Depending on the colour, some degree of discolouration of the flooring system supplied may still occur.
- d. We recommend that skirting boards be fitted before pouring the Senso floor. Skirting boards should be primed before laying the floor and can be painted a week after the floor has been finished.
- e. Due to the fluidity of the screed flooring system, there will always be a slight dip visible along the skirting board and/or wall.
- f. Senso Fusion® Flooring Systems are applied on a work floor on site. The various colours are mixed and spread over the floor in situ. Continued mixing of colour occurs while spreading the product over the substrate. The method of application dictates that the floor's appearance is determined on site and may vary from project to project. This also implies that differences in appearance across different areas of the same floor and between sections of floor and rooms within a single project may arise. This result is an intrinsic element of a Senso Fusion® flooring system.
- g. These floors are not resistant to abrasives, softening agents or master colour batches.

Article 6 – Customer Requirements

The customer is obliged to ensure the following points while carrying out the contract:

- a. The room(s) where the floor is to be laid should be empty, clean and dust-free.
- b. Any changes to the schedule should be made known to Senso as soon as possible. Any changes made later than six weeks before work commencement are in principle too late. Such changes may lead to postponement of the date on which the floor can be laid, in which case the customer indemnifies Senso from any costs that this may incur by virtue of capacity loss.
- c. The room(s) where the floor is to be laid should be draught-free.
- d. Unfinished floors should be dry (as described in Article 7) by the date on which work is set to commence. The customer should also ensure that the unfinished floor does not come into contact with any water or other moisture in the two weeks prior to work commencement.
- e. The ambient temperature and the relative humidity in the room(s) should not be allowed to drop below 18 C and 80% respectively during the 24 hours before and 48 hours after the floor has been laid.
- f. The floor should not be trodden on for a period of 48 hours after work completion, nor should the floor be exposed in any way to any solid, liquid or gaseous substances.
- g. Open air work activities should be performed under a cover to be provided at the customer's expense and subject to prior approval by Senso.
- h. An adequate water and electricity supply (240/110V or 220/380V), overhead lighting (i.e. no building lamps) and heating should be available during work activities.
- i. Senso must be able to carry out its work unhindered without any other contractors having to access the same space in the same period.
- j. Unobstructed access to the work site where the floor is to be laid should be arranged for materials and equipment required on the job. In this respect, the location should be accessible for trucks.
- k. The customer will be charged for any damage sustained by Senso resulting from work stoppages, other loss of time or additional costs incurred as a result of non-compliance with any of the above-mentioned requirements.
- l. If the substrate is not prepared as stated above, then the customer accepts the inherent risks associated with any defects that the floor may have.

Article 7 – Special Substrate-Related Customer Requirements

The customer shall take responsibility for the following:

- A. For concrete, cement-bound and anhydrite substrates:
  1. The floor should be allowed to set for a period of 1½ weeks per cm (thickness). After this period, substrate moisture levels should be no higher than 4% for concrete, 2.5% for sand cement and 0.5% for Anhydrite. Senso will perform an additional moisture level reading before work commencement. This reading only serves as an additional check and does not provide any guarantee against residual moisture and any damp effects that may arise as a result.
  2. The substrate should be dry, flat and even prior to work commencement. The floor may not be powder-finished with cement and no adhesive coatings may be applied.
  3. Sand cement levelling layers should be well-bonded and sufficiently strong and suited
  4. Any falls should be implemented in the substrate.
  5. There should be no cracks, holes, fissures, honeycombing or imperfections
  6. Expansion and/or contraction joints should be incorporated into the substrate.
  7. The substrate should be watertight in order to prevent any vapour pressure build-up beneath the polymer top coat. If necessary a watertight membrane should be placed beneath the concrete.
- B. For wooden underfloors:
  1. The underfloor should be fully finished with Fermacell or Knauf Brio drypanel boards. Tongue and groove. Allow these boards to acclimatize for at least 96 hours.
  2. Wooden underfloors should be properly laid and have a sufficient load-bearing capacity.
  3. A slight trace outline of the sheet material or panelling pattern may be visible in the Senso floor when applied onto a wooden underfloor or underlay, plywood parquet, etc. due to underfloor movement caused by temperature differences and air humidity.
- C. In the event other types of substrate are used, separate agreements will be concluded for these.

The substrate/underfloor requirements listed above constitute an essential prerequisite for Senso in fulfilling its own obligations. These prerequisites affect the quality of the final Senso floor to a large extent. If the substrate does not comply with the conditions stipulated above, then the customer accepts the inherent risks associated with any defects that the floor may have. If it is possible to postpone the project in order for the substrate to comply with these requirements, then Senso holds the customer liable for any damages sustained due to capacity and/or time loss.

Underfloor heating should have run a full heat-up cycle prior to installing the Sensofloor, following the BSEN 1264 and BSEN 8204 guidelines. Upon commissioning the surface temperature must be limited to 27° C to prevent delamination and deformation of the floor finish and/or screed.

Article 8 – Termination

1. Senso is entitled to terminate the contracted work activities if the customer fails to fulfil its payment obligations including any agreed payment instalments. In the event the customer fails to comply with its payment obligations, Senso is entitled to demand additional guarantees before recommencing the agreed work activities.

Article 9 – Force Majeure

1. Force majeure is understood to mean any unforeseen circumstances beyond the power of either party whereby compliance with the contract cannot reasonably be demanded. Force majeure on Senso's part is understood to include government measures.
2. If it may in fairness be assumed that force majeure is of a temporary nature, then Senso is entitled to terminate work activities until such time that the situation giving rise to force majeure ceases to exist.
3. If it may in fairness be assumed that force majeure is of a permanent nature, then both parties involved shall seek to dissolve the contract and to find a reasonable arrangement regarding the consequences of said dissolution. As such, Senso is entitled to demand payment for the work already performed as part of the contract prior to force majeure arising.

Article 10 – Contract Extras and Reductions

1. Contract extras and reductions will be settled in the event of:
  - a. Changes to the contract
  - b. Discrepancies in the amount of the estimates
  - c. Discrepancies in the quantity of flooring material required
  - d. Additional or reduced work with respect to that agreed in the contract

Article 11 – Warranty

1. Senso guarantees the high quality of its products including its suitability for the intended purpose for which the floor is being laid in accordance with the contract. Senso extends a five-year warranty. The warranty period becomes effective on delivery and/or on completion of work activities. Warranty claims from the customer shall be taken into consideration once the customer has fulfilled all its payment obligations to Senso. The customer is obliged to adhere to Senso's recommendations and instructions when applying the warranty activities.
2. Mechanical damage, scratches, discolouration, light trowel stroke marks, roller marks or other application strokes in the top coat, and dirt becoming embedded in the floor during drying do not fall under the warranty.
3. Watertight seals in shower areas with Senso floors do not fall under the warranty unless watertight seals are explicitly agreed in the contract.

Article 12 – Defects

1. The customer is obliged to report any defects – detected without close inspection – to Senso in writing within seventy-two (72) hours of completion. The consequences of the customer's failure to comply with this requirement apply equally to those defects that the customer in fairness could have, or should have detected without close inspection.
2. Slight differences in size, colour, structure or other observed defects do not constitute grounds for rejection.
3. The customer must provide access to the room(s) for repair work under the same conditions as detailed in Article 6.
4. Without prejudice to provisions in the law and barring claims to any relevant warranties invoked by the customer, Senso is no longer liable for any product shortcomings after completion.

Article 13 – Risk Transfer

1. After completion, the Senso floor becomes the customer's responsibility.
2. Without prejudice to provisions in the law, the product only becomes the customer's property once it has fulfilled all payment obligations arising from this legal relationship.
3. As long as Senso remains the designated owner, the customer commits to Senso to treat the supplied product with the utmost of care.

Article 14 – Payment

1. The customer is obliged to pay Senso's invoices within five working days of the invoice date.
2. The customer will be charged late-payment interest fees in the event of late payment at a rate equivalent to 5% above the prevailing ECB Base Rate.

Article 15 – Liability for Damages Arising from Delivery

1. Senso is liable for damage caused to the customer's room(s) where the floor is being laid insofar as this damage is caused by the delivery of the product and can be attributed to Senso including its staff, suppliers and/or delivery personnel. When determining the extent of the damage claim, the relationship between the damage caused and the price of the product should be taken into account, as well as the extent to which the damage is covered by insurance on Senso's behalf.
2. Without prejudice to that determined in this respect in the General Terms and Conditions in question, Senso is only liable for shortcomings and/or product defects and/or work activities in the event that the damage can be attributed to Senso. Senso is not liable for consequential losses at the customer site due to work stoppages, etc. Senso's liability for damage sustained by the customer may not exceed the total amount for the job at hand.

Article 16 – Applicable Law and Disputes

1. UK Law is applicable with respect to any disputes arising from this contract between Senso and its customers.
2. Any disputes arising between Senso and its customers (consumers) shall be settled in accordance with the rules and regulations of the FeRFA, The United Kingdom.
3. Both parties are entitled to take injunction measures via the civil court with jurisdiction, and to request a preliminary injunction from the preliminary injunction court judge of the competent district court.
4. In such events, Senso may opt to submit a dispute to the competent civil court when it is more appropriate – in Senso's opinion – that the dispute be adjudicated by a regular judge.
5. Disputes that fall under the competence of the sub-district court section may be put before a competent district court judge at the discretion of either party