

1. Applicability

These General Terms and Conditions (“Terms”) apply to all proposals, quotations, contracts, and services provided by Senso USA (“Senso”) to any customer, whether an individual or legal entity.

By accepting a Senso quotation or entering into a contract, the customer agrees to these Terms. These Terms also apply to any future agreements arising from the same business relationship.

Any deviations from these Terms must be agreed upon in writing. Verbal changes are not valid unless confirmed in writing by both parties.

2. Quotations

All quotations are valid for the period stated. Prices assume that all site and substrate conditions meet the requirements described in Articles 6 and 7, and as outlined in the project checklist.

Additional work or unforeseen site conditions may result in extra charges.

3. Cancellations

- Cancellations within 72 hours of contract signing are free of charge.
- Cancellations after 72 hours, but more than 6 weeks before installation, incur a 25% cancellation fee.
- Cancellations within 6 weeks of the start date incur a 50% cancellation fee.

4. Contract Formation and Changes

A binding contract exists once the customer signs the quotation. Any modifications must be in writing and agreed upon by both parties.

5. Product Characteristics & Installation Tolerances

Sensofloors are artisan, site-installed products. The following characteristics are inherent and not considered defects:

- Minor color variation or shade differences.
- Application marks, visible trowel strokes, or veins reflecting substrate cracks.

- Slight differences in sheen.
- Unevenness due to substrate imperfections even when leveling is included in the contract.
- Natural color changes over time, even with UV filters.
- Senso Fusion® based Flooring Systems are mixed and installed on site. The various colours are blended and spread over the floor in situ, and continued mixing occurs during application. As a result, the appearance of the floor is determined on site and may vary from project to project. Fusion floors will display natural color movement and marbled effects, which are an intended feature of the system. These aesthetic variations—including tone transitions and visual flow—are inherent to the artisan installation process and do not constitute grounds for complaint or reapplication. Differences between sample boards and finished floors are to be expected.
- Vertical surfaces such as risers, stairs, or transitions may receive a different finish (e.g., microtopping without aggregate) than the main floor plane unless otherwise specified. These finishes are often applied by hand and may show tonal variation or textural differences compared to the horizontal surface. This is by design and not considered a defect.
- Sensofloors are not fully resistant to abrasives, plasticizers, sharp objects, or color pigments.

6. Customer Responsibilities

The customer must ensure:

- All spaces are clean, dust-free, empty, and ready for installation.
- Work areas are dry, wind- and watertight, with fully cured subfloors.
- Ambient temperature is above 72°F and below 80% RH for 24 hours before and 48 hours after installation.
- Senso has exclusive access to the space during installation.
- Adequate water, electricity, overhead lighting, and heating are available.
- 230v, 40amps for Superquartz, Titan and Terrazzo installation. 110v for all others.
- Site access is unobstructed for equipment and material delivery.

Failure to meet these conditions may result in additional costs or affect warranty coverage.

7. Substrate Conditions

Concrete, Cement & Gypsum Subfloors:

- Must meet moisture and curing requirements: ≤4% (concrete), ≤2.5% (cementitious), ≤0.5% (gypsum).
- Must be structurally sound, clean, level, and free from cracks or defects.

Wooden Subfloors:

- Must consist of two layers of high-performance plywood (3/4").
- Must be properly secured (t&g) and dimensionally stable.

Tiled/Natural Stone Subfloors:

- Must be solid, free of loose tiles or damage.
- Must be degreased and cleaned prior to surface prep.

Shower area slopes and drainage fall must be integrated into the substrate by the contractor or client prior to Senso's application. Senso does not re-engineer or modify existing slopes unless explicitly contracted to do so. Any ponding or pooling is typically substrate-related and not covered under warranty unless otherwise agreed in writing.

Any deviation from these standards releases Senso from responsibility for resulting defects. The customer will be liable for delay costs due to non-compliance.

Hydronic Underfloor Heating: Must complete a full heat-up and cool-down cycle before floor installation. Surface temps must not exceed 75°F after installation.

8. Termination of Work

Senso reserves the right to stop work if payment obligations are not met. Additional guarantees may be required before resuming.

9. Force Majeure

Senso is not liable for delays or failures due to events beyond its control, including but not limited to natural disasters, labor shortages, supplier delays, pandemics, or government restrictions.

10. Change Orders

Any increases or decreases to the scope of work due to:

- Design changes,
- Estimating discrepancies,
- Adjustments in material quantities,
- Or unforeseen site conditions, will be documented and billed accordingly.

11. Warranty

Senso provides a 5-year limited warranty from the date of installation, provided all payment obligations are fulfilled.

The warranty excludes:

- Mechanical damage, scratches, and wear due to (mis)use.
- Color fading or trowel or roller marks or other installation discrepancies that are an integral part of the artisan installation process.
- Moisture mitigation unless explicitly included in writing.

12. Defect Reporting

Defects that the customer in fairness could have or should have detected without close inspection. **Visual inspections should be completed prior to final site demobilization wherever possible. Claims raised more than 72 hours after completion may not be accepted unless agreed upon in writing.**

Minor differences in color, texture, or finish are not grounds for rejection or claims.

13. Risk & Ownership

- Risk transfers to the customer upon completion.
- Ownership remains with Senso until full payment is received.
- Until full payment, the customer agrees to care for the floor with due diligence

14. Payment Terms

Invoices are due within 8 business days from the invoice date or on the due date as mentioned on the invoice.

Late payments are subject to 5% interest above the FED Base Rate. Senso reserves the right to suspend work until outstanding amounts are settled.

15. Liability

Senso is liable only for direct damage caused by its workers during delivery and installation. Liability is limited to the contract value and excludes indirect or consequential damages.

16. Governing Law & Dispute Resolution

These Terms are governed by U.S. law.

Either party may seek legal remedy or injunctive relief through a competent court. Senso may opt to escalate a dispute to a higher civil court if appropriate.

KEY TERMS AND DEFINITIONS

1. Fusion Finish (or Fusion Floor)

A handcrafted flooring system using multiple color blends to create a natural marbled or flowing effect.

This visual variation is a signature feature of the Fusion system and is achieved through the artisan blending of two or more tones on site. Each floor is unique in appearance. Movement in tone, veining, or marbling is expected and is not a defect.

2. Aggregate

Crushed natural stone or mineral particles—such as marble, limestone, or beech—that are blended into the flooring to add texture and depth.

Aggregates are more visible in finishes like Superquartz or Titan and can vary slightly in distribution across the floor.

3. Waterfall Step / Waterfall Riser

A step or riser finish where the vertical face continues seamlessly from the floor above, typically without aggregates or separate detailing.

This results in a smoother, more minimal look and often appears slightly different in color or texture from the floor due to application direction and material behavior.

4. Substrate

The structural layer beneath the Senso floor, such as concrete, plywood, or tile.

A flat, dry, and properly prepared substrate is essential to ensure a high-quality finish. Any irregularities in the substrate may mirror through the finished floor.

5. Veining

A visual effect that occurs when the subfloor moves, shifts, or cracks beneath the Senso finish.

As the substrate experiences minor structural movement or hairline cracking—often due to temperature fluctuations, settling, or curing—these stresses can subtly pull on the flexible Senso finish above. The result is a visible line or “vein” in the finish, resembling the look

of a vein under skin. While purely aesthetic, this is an inherent risk when substrates are not fully stabilized or properly cured prior to application, and does not compromise the floor’s durability or performance.

6. Curing

The process by which the flooring material hardens and stabilizes after application.

Typically takes 72 hours. During this time, the floor must be protected from foot traffic, moisture, and contamination.

7. Self-Levelling

A preparation step using a flowable compound to create a flat, even surface before applying the Senso finish.

Required when substrates do not meet the tolerance of 1/8” per 3 feet. Not included unless specified in the contract.

8. Microtopping

A thin, smooth cement-based surface layer often used on vertical elements like risers or walls.

Microtopping is often applied without aggregates and may have different sheen or tone than the adjacent Fusion floor. It is not designed to perfectly match aggregate finishes.

9. Seamless Finish

A continuous surface without grout lines or visible joints.

“Seamless” refers to the overall effect. It does not imply total uniformity of color or texture, especially in artisan-applied finishes like Fusion.

10. Sloped Screed / Shower Slope

A sloped underlayer, built into the substrate, that directs water toward a drain in wet areas like showers.

Senso finishes follow the substrate slope. If the slope is incorrect, pooling may occur. Senso does not re-engineer substrate slopes unless specifically contracted to do so.