

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.
- Variation in color and blend between rooms or sections of the floor, including but not limited to any Fusion® based floors.
- 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.

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.
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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 intallation process.
 - Moisture mitigation unless explicitly included in writing.
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12. Defect Reporting

Visible defects must be reported in writing within 72 hours of completion. Repair access must be provided under the same conditions as Article 6.

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.
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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.