

TERMS AND CONDITIONS OF TRADE

1. Definitions

Allspex Tiling: Refers to Allspex Tiling Pty Ltd, including its successors and permitted assigns.

Owner: Refers to the person or entity entering into this Contract with Allspex Tiling, including the Owner's agents, executors, administrators, successors, and permitted assigns.

Work: Refers to the work to be carried out by Allspex Tiling in accordance with this Contract.

Price: Refers to the price for the Work as set out in this Contract.

Product: Refers to any product used by Allspex Tiling in relation to the Work.

Plan: Refers to the diagram (if any) included with the Quotation in relation to the Work.

Statutory Warranties: Refers to the warranties provided by Allspex Tiling in accordance with this Contract.

Site: Refers to the location where the Work will be carried out as set out in the Quotation.

2. Quality of Construction

All Work done under this Contract will comply with relevant building codes, standards, and specifications.

Liability for failure to comply with Clause 2.1 is limited if the failure relates solely to a design or specification prepared by the Owner or on the Owner's behalf.

3. Plans and Work

The Plan and specifications for work to be done under this Contract form part of this Contract.

Before starting the Work, the Owner must notify Allspex Tiling of any matters that may affect the ability to undertake the Work.

Allspex Tiling may re-grout, resurface, or use a sealer where required as part of the Work.

4. Plumbing and Painting

The Price does not include the cost of painting associated with the Work. Plumbing work is only included if quoted.

Allspex Tiling will not carry out any painting or decorating in relation to the Work.

5. Latent Defects, Movement, and Health and Safety

Allspex Tiling shall not be liable for certain defects or damage under specified circumstances.

Allspex Tiling may refuse to carry out the Work if health and safety concerns arise and will request the Owner to rectify the problem.

6. Payment by the Owner

The Owner must pay the Price due to Allspex Tiling on the Completion Date unless otherwise stated.

All monies due must be paid within the specified period, or legal action might be taken and fees payable to the Owner.

7. Time for Completion

Allspex Tiling will undertake and complete the Work within a reasonable time.

Reasonable extensions of time may apply for certain delays beyond Allspex Tiling's control.

8. Variations

Any Variation required must be agreed upon in writing by both parties.
The price of any extra Work under a Variation will be added to the Price.

9. Statutory Warranties

Allspex Tiling warrants that the Work will be performed properly and in accordance with the Contract.

Various warranties apply to different aspects of the Work.

- **Base Seals:** 10-year warranty covering both the epoxy material and our labour, unless otherwise stated on the quote or invoice.
- **Full Seals, Retiles, and Renovations:** 15-year warranty covering both epoxy materials used and workmanship, unless otherwise stated on the quote or invoice.

Conditions and Exclusions:

This warranty is conditional upon:

- Adequate maintenance and care of the installed goods by the buyer.
- Adherence to any instructions or guidelines provided by us for the proper use and maintenance of the goods.
- The goods being used for their intended purpose as outlined in our quote or order form.

The warranty does not cover:

- Damage from neglectful, intentional, or accidental actions.
- Issues arising from structural movements, normal wear and tear or natural disasters.
- Hidden defects that were present before or appeared after our service.
- Alterations, repairs, or any work done on the treated area by third parties without our consent.
- Damage from misuse or prolonged use after a defect has been identified.
- Use of a shower within twelve hours before or after our service.
- Re-grouting, use of silicone, changes in appearance, staining, or discoloration from cleaning products, and variations due to initial tile placement.

Periodic Inspection Requirement:

To ensure the continued integrity and performance of our work, this warranty requires the property owner to schedule an inspection of the workmanship and materials by Allspex Tiling every 5 years. This inspection is designed to assess the condition of our work and identify any maintenance needs or potential issues early on. Failure to comply with this requirement may result in the warranty becoming void. We will provide these inspections at a fair and reasonable cost, aimed at maintaining the high standard of our work and protecting your investment. Please contact us to arrange these inspections according to the schedule or for more information on this process.

Warranty Claims: To make a claim, please contact us with details of the defect, including when it was discovered and any relevant information about the service we provided. We aim to address and resolve any valid warranty claims promptly, with a focus on repairing or replacing the defective workmanship or material at our discretion. We strongly encourage direct communication for resolving any issues. Before considering escalation to external bodies, please allow us the

opportunity to address your concerns directly, ensuring a swift and satisfactory resolution.

Manufacturer's Warranty: For goods not manufactured by Allspex Tiling, the original manufacturer's warranty will apply. Our responsibility in such cases will be limited to the provisions of the manufacturer's warranty.

Acceptance of these terms and conditions assumes acceptance of the terms of these warranties.

10. Access

The Owner must provide access for Allspex Tiling to carry out the Work as required. Personal property likely to impede the Work must be removed by the Owner if required.

11. Cleaning Up

On completion of the Work, Allspex Tiling must remove all tools, equipment, and rubbish from the Site.

12. Insurance for Work and Personal Injury

Allspex Tiling maintains compulsory insurances to cover its liabilities.

Where required by law, Allspex Tiling will obtain Home Warranty Insurance or equivalent cover for the Work.

13. Indemnity in Favour of Owner

Allspex Tiling will indemnify the Owner against certain losses arising out of the Work.

14. Damage to Property

The Owner must minimise the risk of damage by removing furniture or personal goods from the Site.

Allspex Tiling warrants that it will take all reasonable care when removing grout on floor and wall joints.

15. Misrepresentation

Additional Work resulting from misrepresentation may be considered a Variation and added to the price.

16. Termination of Contract

If Allspex Tiling:

- Encounters financial insolvency or any other inability to fulfill its contractual obligations;
- Fails to complete the Work within the agreed-upon timeframe;
- Neglects to rectify defective Work or replace faulty materials as stipulated in this Contract;
- Breaches any provision of this Contract,

the Owner reserves the right to request Allspex Tiling to rectify the issue within a reasonable period.

Should the issue remain unresolved, the Owner retains the right to terminate the Contract by providing written notice to Allspex Tiling.

If the Owner:

- Fails to fulfill payment obligations;

- Prevents Allspex Tiling from accessing the Site;
- Breaches any provision of this Contract,

Allspex Tiling reserves the right to request the Owner to rectify the issue within a reasonable period.

Should the issue persist, Allspex Tiling reserves the right to terminate the Contract by providing written notice to the Owner.

17. Authority

The Owner's representative signing this Contract warrants authority to do so.

18. Disputes

Disputes may be resolved through mediation.

If relevant, it is advisable to notify the home warranty insurer of any disputes, as they may constitute a prospective claim on the insurer.

19. Notices

Any written notice mandated by this Contract or under relevant legislation, such as cooling-off provisions, if applicable, may be delivered by:

- Hand-delivery to the intended recipient;
- Leaving it at the recipient's address specified in this Contract; or
- Sending it via registered mail.

20. Severability

Illegal or unenforceable conditions will be severed from the Contract.

21. Governing Law and Jurisdiction

This Contract is governed by the laws of the State in which the Work is carried out. Each party submits to the jurisdiction of the courts of that State.

22. Australian Consumer Law

This Contract is subject to the provisions of the Australian Consumer Law.