

## Terms & Conditions

1. You warrant that the substrate surface will be free of obstructions and in a condition ready to receive the application of the system coating. Additional charges may apply at a reasonable rate determined by Evo Concrete Polishing and Coatings if the surface must be cleared or treated.
2. No allowance has been made for the removal and/or reinstatement of any items including but not limited to stock, equipment, machinery, furniture, doors etc. Unless specified in the quote. You must remove all furniture and similar prior to our arrival.
3. You agree to provide unobstructed, clean and clear access, adequate lighting, relevant power outlets (at least two, 240 volt and/or 3 phase – 32 amp) and water within 15 meters of the work area. We do not allow for generator provision or the contracting of an electrician unless specifically itemized within the quote.
4. All smoke detectors, pilot lights, naked flames are to be isolated by you prior to Evo Concrete Polishing and Coatings commencement of work. Inhaling of the vapor of coating materials could be harmful and may cause lung irritation and asthma like respiratory reaction and irritation to skin and eyes. Please refer to the Materials Safety and Technical Data Sheets.
5. Your work will be scheduled as soon as is practical based on our workload at the time of receiving your signed acceptance, contract or purchase order and depending on availability of materials, labor and any other conditions beyond our control.
6. Cancellation or deferring the agreed starting date may result in costs charged to the client for the procured materials, plant, labor and consequential loss including the loss of any deposit unless approved in writing by Evo Concrete Polishing & Coatings
7. You are required to remove all food items from the vicinity as certain materials may taint food products (this includes inside refrigerators). Please refer to the Materials Safety and Technical Data Sheets upon product selection for project.
8. You warrant to us that prior to project commencement Evo Concrete Polishing & Coatings reserves the right to undertake a site inspection. Any alterations or deviations from the agreed quote, specification, scope of work or project documents will be executed only upon further written instruction and may become an extra charge over and above the amount quoted.
9. For all non-slip flooring, it shall be deemed that the level of non-slip applied by Evo Concrete Polishing & Coatings is suitable and accepted if no correspondence has been made to Evo Concrete Polishing & Coatings office in writing within 7 days of the non-slip floor application to state otherwise.
10. Curing compound is not to be applied to concrete that is to receive any coating as this will prevent adequate bonding of the coating to the concrete. Additional charges may apply for the subsequent removal of any such compounds or other contaminants. Where a specific curing compound with supporting technical data contradicts the above, the responsibility for any subsequent failure rests totally with the client.
11. It is assumed unless otherwise specified that the concrete is free of any glue or previous coatings. Additional costs may be incurred to remove any glue, coatings or other contaminants at a square meter rate.

12. For concrete coatings, it must be clearly understood that most products require a minimum moisture content of 4% prior to any application being carried out. This is generally achieved after 28 days of concrete curing. Should the project require the application of a product to accelerate the project program the application of a moisture barrier may be considered (subject to technical and warranty considerations). This application will be charged as an additional cost to the client.
13. Any selections or decisions regarding extent of preparation, colour, system, slip resistance or any other component of your quote remain the clients responsibility regardless of any input, recommendation or samples provided by Evo Concrete Polishing and Coatings.
14. All areas are to be clear and clean and free of other trades, debris, building materials or anything else that could obstruct work prior to commencement onsite. Additional time for cleaning prior to commencement will be charged at the standard hourly rate.
15. Unless stated otherwise, this quote is based on having clear access, free from trades over 1 site visit. Additional mobilization charges may be added if we are required to make multiple site visits.
16. All work is to be undertaken during normal working hours Mon – Fri 7.00 am – 5pm unless stated on the quote. Out-of-hours work will incur additional charges.
17. Provision for rubbish disposal will be available on site unless nominated on the quote.
18. Additional cost will be incurred for non-standard colours that are not specified in the quote. Delivery times and costs of these colours can vary.
19. Some systems can be damaged (yellowed and chalking) on exposure to UV radiation (sunlight). Areas indoors that receive direct sunlight exposure for some intervals during the day, may experience damage, if you have chosen a system without a UV resistant sealer. It is the responsibility of the client to review technical datasheets to ensure the suitability of the product for any given project. Evo Concrete Polishing & Coatings can only advise and assist in product selection.
20. Evo Concrete Polishing and Coatings warrants to the client that all aspects of the work that we are required to do are as specified, any alteration or deviation from the specification which involves extra costs, will be executed only upon further written order.
21. All agreements on Evo Concrete Polishing and Coatings' part are subject to strike, accidents, thermal conditions, natural disasters and/or other delays beyond our control.
22. It must be appreciated that carrying out the contract work involves the use of potentially harmful chemicals. Though every precaution is taken, no responsibility will be accepted for injury to any person or damage to any property arising from reasonable performance of the contract works.
23. Any gas or electrical related fixings must be isolated throughout the course of our works and reinstated by the client at their own expense unless specifically included in our quote.
24. Due to the nature of this work, high-speed grinding equipment may be operated in close proximity to walls, skirting boards and/or other objects and fittings some markings or damage may occur on these surfaces. All care will be taken to reduce these markings however Evo Concrete Polishing & Coatings will not accept any liability for any such markings or damage.
25. No work will be carried out where work may be compromised by climatic or other prevalent conditions. Any signed instructions to proceed with such work will be required

in writing and may result in any warranty written or implied being void. Always refer to manufacturer's recommendations for specific product details.

26. All works are applied in hand laid method of an artisan nature. Although all work is carried out in a professional manner there may be some minor imperfections in the finished floor, such as but, not limited to roller marks, scratches, reflective cracking, deviation in gloss, minor undulation and/or trowel marks. By accepting these terms, you acknowledge that you are aware of these facts.
27. Unless specifically listed by us in the quote, no allowances have been made to reinstate or caulk joints.
28. Where joints have been allowed for and reinstated, no responsibility will be taken by Evo Concrete Polishing & Coatings to rectify where movement exceeds the capabilities of the materials.
29. Cracks and/or damage in the substrate discovered prior to epoxy coatings being applied are not accounted for unless specifically listed by us in the quote, no allowances have been made to treat or repair cracks and will be charged as a variation.
30. Where cracks have been allowed for and reinstated, no responsibility will be taken by us to rectify where movement exceeds the capabilities of the materials.
31. We will not be held responsible for any debris, dust, flora, fauna, insects, excrement or fibers which may settle into the Coating while drying. The term dustless grinding refers to a standard practice used in the preparation process, it is unrealistic to assume that no airborne dust will be created, and care must be taken by the client to provide adequate protection to plant and equipment and for the removal of all stock from the immediate area.
32. Evo Concrete Polishing & Coatings may install danger tape and/or clear signage. If no signage or danger tape is installed it is assumed that the area is to be free of the client, trades and other persons. Evo Concrete Polishing & Coatings will not be held responsible where damage is caused to preparation or applied systems through neglect or willful damage at any stage. Any costs incurred to rectify shall be borne by the client.
33. All best trade practices and due care will be taken to ensure adequate preparation, bonding and installation of the system in accordance with manufacturers' technical advice. However, our warranty is void should the system fail because of any of the following:
  - Failure within substrate due to concrete fracture
  - Structural movement including stress fracture
  - Mechanical damage
  - Rising moisture
  - Any spills of chemicals oil or other contaminations
  - Any unforeseen circumstances beyond our control
  - Alteration of use contrary to that specified at the time of application (i.e. warehouse converted to manufacturing area).
  - Any damage caused by the client, other trades or any other persons willful or otherwise.

34. As Evo Concrete Polishing & Coatings has not been involved in the production of the concrete slab, a “minimal or random exposure or full exposure” finish cannot be guaranteed. This finish is dependent on the concrete mix & concrete placement. Evo Concrete Polishing & Coatings will seek to create as minimal/random/maximum stone exposure as possible with the concrete provided. It is acknowledged that to perform the Scope of Works, Evo Concrete Polishing & Coatings must follow the lowest level of the floor.
35. Unless otherwise specified the following exclusions apply:
  - Dust Removal
  - Out of hours work
  - Expansion joints
  - 3 Phase Power
  - Generator hire
  - Waste Removal
36. The following rates apply if applicable or required.

Interruption to works outside of The Contractor’s control (excluding forces of nature) that affect the Project Schedule will be billed at the Hourly Rate.  
(Eg. delays caused by the client/builders; site access requirements not being met)  
Hourly rate (for stand downs & delays) \$150+gst per hour per operator.  
Day rate (10 hours) \$1500+gst per hour per operator.
37. Due to the nature of concrete placement Evo Concrete Polishing will not be held liable for any misplaced concrete. (screed-bar marks & footprints, excess grinding >3mm, inconsistent aggregate, screed or other compounds placed on the concrete prior to engaging Evo Concrete Polishing & Coatings)
38. Any additional work required to attempt rectify concrete placement will incur additional charges based on the required work. Evo Concrete Polishing & Coatings will advise the Client of any recommended rectification works before commencement of additional works. Variations/ Rectifications Materials + Hourly rate \$150+gst per hour per operator or a Day rate (10 hours) \$1500+gst per hour per operator.
39. Any variation to the above Scope of Works must be approved in writing by both parties.
40. Due to the nature of concrete placement Evo Concrete Polishing will not be held liable for any misplaced concrete.

i.e. screed-bar marks & footprints, excess grinding >3mm, inconsistent aggregate, screed or other compounds placed on the concrete prior to engaging Evo Concrete Polishing & Coatings.
41. Any additional work required to attempt to rectify concrete placement will incur additional charges based on the required work. Evo Concrete Polishing & Coatings will advise the Client of any recommended rectification works before commencement of additional works.
42. Evo Concrete Polishing & Coatings will not be held liable for any water damage.
43. Build must be water-tight at commencement of works (ie. roof on, windows in)
44. Any work required to rectify water damaged floor will incur additional charges based on the required work.
45. Evo Concrete Polishing & Coatings will advise the Client of any recommended rectification works before commencement.

46. The protection of the floor during the ongoing duration of the build/works is the responsibility of the Builder/Client
47. Only approved materials (e.g. Protect-a-floor or Ram Board) may be used as floor protectors.
48. Floor protection may only be installed a minimum of 72h after completion of works – failure to comply may result in damage to the finish.
49. Any damage incurred through use of unapproved floor protection material or early installation of floor protection will require rectification as an additional cost.
50. Standard grinding works to achieve full exposure remove approximately 3-6mm of concrete material from the surface depending on concrete placement. Any requirement for additional grinding above 6mm will be charged by the meter or at the variation rate for areas under 50m<sup>2</sup>.
51. Any Requirements for additional depth of grinding will be made upon completion of the first cut. If Evo Concrete & Polishing is not advised of additional work before moving to the next steps, then the client may be liable to pay the full amount for the work completed and the additional work.
52. Hydration marks or ghosting. Tile, vinyl or other floor covering removal may reveal hydration marks on the concrete. There is no guarantee that hydration marks can be removed in all cases. Additional grinding requested by the client to attempt to remove hydration marks will be charged on a case-by-case basis with the understanding that there is no guarantee of removal.
53. Specific Items, Areas or Works not included on the quote that require coatings, jackhammering, grinding, polishing, patching or any other work will be charged at an agreed upon rate for that item. These items will be added to the initial or final invoice depending on when added to the Scope.
54. Default Payment terms unless otherwise specified.  
Evo Concrete Polishing & Coatings operates under 7-day payment terms (or by written negotiation prior to commencement of works)  
25% invoiced & due at acceptance of the quote  
25% invoiced & due upon commencement  
50% invoiced on completion and signed off by both parties.
55. Default and Consequences of Default. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Evo Concrete polishing & Coatings sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
56. If the Customer owes Evo Concrete polishing & Coatings any money the Customer shall indemnify Evo Concrete polishing & Coatings from and against all costs and disbursements incurred by Evo Concrete polishing & Coatings in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Evo Concrete polishing & Coatings contract default fee, and bank dishonour fees).  
Further to any other rights or remedies Evo Concrete polishing & Coatings may have under this Contract, if a Customer has made payment to Evo Concrete polishing & Coatings, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Evo Concrete polishing & Coatings under this where it can be proven that such reversal

is found to be illegal, fraudulent or in contravention to the Customer's obligations under this Contract.

57. Without prejudice to Evo Concrete polishing & Coatings other remedies at law Evo Concrete polishing & Coatings shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Evo Concrete polishing & Coatings shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to Evo Concrete polishing & Coatings becomes overdue, or in Evo Concrete polishing & Coatings opinion the Customer will be unable to make a payment when it falls due.
  - (b) the Customer has exceeded any applicable credit limit or payment schedule provided by Evo Concrete polishing & Coatings.
  - (c) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
58. To conduct the polishing process, the floor must be within tolerance (3mm over 3m). If the concrete provided is outside of tolerance, additional grinding will be required to rectify. This will be determined by Evo Concrete Polishing & Coatings and communicated with the client as it will affect the quote and the level of stone exposure.
59. If Evo Concrete Polishing & Coatings has not been involved in the specification of the concrete and where the history of the concrete is not available, the status, additives & contamination levels of the concrete are unknown before grinding (see also Contaminants & Permanent Errors)
60. Rectification works may be required to proceed with works and will be billed at the rates outlined above on the final invoice.
61. The strength of the concrete may affect the quote as the use of additional densifiers may be required for very soft concrete to protect the integrity of the final product. This may or may not be determinable at site inspection.
62. Unless otherwise stated it is assumed that the concrete will be >25mpa. Harder concrete may incur additional charges.
63. On receipt of holding fee, "Evo Concrete Polishing & Coatings Pour Guide" will be shared with the Client.
64. Non-compliance with the Pour Guide may result in requirement for Additional Works not outlined in the Quote.
65. It is the responsibility of the Client to communicate any queries in relation to the concrete directly to Evo Concrete Polishing & Coatings prior to the pour.
66. Parking for truck/trailer close to slab or site for equipment set-up  
(2m away is desirable for equipment set-up [residential])  
No more than 50meters away [commercial]
67. Additional charges may be incurred if the following isn't provided:
- clear access into the building from car park
  - uninterrupted floor space for entirety of the job i.e. no other trade in same area
  - clear access into the building from car park
  - Water source must be within 20m of slab
  - Skip bin - minimum 4m

68. If further construction is scheduled, floor protection is recommended. Approved floor protection products are:
- RamBoard
  - Protect-a-floor
69. Use of unapproved floor protection products can cause defects in the finish. Evo Concrete Polishing & Coatings will not be held liable for:
- any damage to the floor occurring after handover or
  - use of unapproved floor protection products
70. Despite the use of state-of-the-art equipment and best practices, there are traces amounts of free dust produced through the grinding & polishing process.
71. If, on inspection, the concrete slab does not meet the requirements detailed in the Evo Concrete Polishing & Coatings Pour Guide, additional works not included in this quote may be required. Direct communication will be made in this event to keep parties informed before works commence.
72. If at any stage the concrete finish requested is not achievable with the concrete provided, Evo Concrete Polishing & Coatings will communicate options with the client before further works commence.
73. Oil and/or other contaminants can absorb into the concrete and be invisible to the eye before works commence. Contamination may render a slab “unpolishable” as the contaminants can react with the grout and densifiers despite best practices to remove. Contamination may not be revealed until after works commence and several stages of the MPC process are completed in the event of contamination being an issue, Evo Concrete Polishing & Coatings will communicate with the client to recommend a course of action.
74. Other permanent errors may also become apparent over the course of works including but not limited to:
- Damage to work area by client or other trades.
  - Unapproved additives or coatings to concrete.
  - Fly ash.
  - Hydration marks.
  - Screed-bar marks.
  - Dry lines.
  - Trowel marks.
  - Footprints.
  - Existing Floor Coverings.
  - Screed & Patchwork.
  - Concrete Cuts & Additional Pours.
  - Inconsistent placement of aggregate.

These will be raised with the client if they will affect the final visual product.

75. If the concrete finish requested is not achievable with the concrete provided, Evo Concrete Polishing & Coatings will communicate options with the client.
76. Evo Concrete Polishing & Coatings is not liable for any defects that occur over time including but not limited to concrete cracking or rising damp.

77. Evo Concrete Polishing & Coatings works solely with the surface of the concrete. While the concrete polishing process provides some stain resistance, it is not stain-proof. Staining is not treated as a defect of the product.
78. Any defect in workmanship is to be raised and rectified before handover.
79. During renovation/refurbishment works best practices are adhered to minimize risk of damage to finished walls, cabinetry and fixtures. Minor damage to walls and surrounding surfaces may occur despite these efforts. Evo Concrete Polishing & Coatings will address any such instances in a case-by-case manner. Evo Concrete Polishing & Coatings not to be held liable for full cost of materials and labour to rectify any minor damage (ie. Specific paint for touch ups)
80. External works are subject to Weather:
- Sealers cannot be applied in the wet.
- After application of the sealer, the following applies:
- No foot traffic for 12 hours.
  - No vehicle traffic for 72 hours.
81. Evo Concrete Polishing & Coatings MPC floors are guaranteed to be “non-dusting” for 7 years. This is a guarantee that the substrate surface will not breakdown to a chalky/dusty finish. Although the gloss is long-lasting it is the Client’s responsibility to maintain the floor following the Cleaning/Maintenance Instructions to uphold the aesthetics.
82. The grouting procedure is an essential part of the MPC process. This process mechanically combines the ground material from the surface with the grouting liquid. The resulting slurry is mechanically worked into pinholes. Even under best practices it is realistic to expect that a small percentage (up to 10%) of pinholes will remain unfilled – this is not qualified as a defect in workmanship.
83. If a specific slip rating is required to fit the purpose of the space, please discuss this with Evo Concrete Polishing & Coatings before work commences. Slip testing can be organized before handover, however it is noted that slip resistance changes once the floor is exposed to foot traffic.
84. A surface polished/minimum exposure finish is HIGHLY DEPENDANT on concrete placement. This finish bypasses the grinding and grouting stages of the MPC process. As such the concreter must essentially cover these stages through their process of burnishing the concrete i.e. removal or pinholes, create floor flatness within 3mm over 3m. If the concrete has not been placed or burnished correctly, a surface polish may not be a feasible finish. Evo Concrete Polishing & Coatings is available for consultation with the builder/concreter in the lead up to the pour. Concrete that is poured with the intention of a surface polish finish must be treated as finished floor from the outset. Any staining or blemishes incurred during the building process are likely to be unable to be removed by Evo Concrete Polishing & Coatings – this is not a defect in workmanship this is the nature of a surface polish or minimal exposure finish.

85. Concrete colour is controlled by the concrete mix and variables present during the pour (i.e.. moisture in the air, temperature, placement speed, placement technique etc....)  
The effect of these variables can be accounted for by the concreter only, the concrete polisher can only work with the substrate provided and cannot always rectify any imperfections after the concrete has been poured, this includes colour variation.  
It is recommended that concrete is poured all in one pour to minimise the risk of different coloured concrete across the build
86. The effect of the MPC Process on concrete colour. The process and products used to produce a MPC finish will affect the colour of the concrete marginally (concrete will become slightly darker). If you have colour concerns or specific colour expectations, it is recommended that a sample product is produced with the chosen mix before your pour
87. It is noted that while a sample will allow for a great representation of the end MPC finish, it does not ensure an exact match with the final product. This is due to the nature of concrete and the effect of the variables involved in the pour, including but not limited to those outlined above.
88. It is understood that producing an exact and/or consistent colour is outside the realm of during the building process are likely to be unable to be removed by Evo Concrete Polishing & Coatings control and is governed by the substrate provided.