

A TO Z FLOORING SOLUTIONS SUPPLY & INSTALLATION AGREEMENT

Thank you for choosing A TO Z FLOORING SOLUTIONS to install your new flooring solution. We really appreciate the opportunity you have given us and are committed to always providing the BEST flooring solutions that are RIGHT for you.

Flooring & Underlay

The description of your new flooring and any underlays we are installing for you is detailed on your supplied Quotation or Invoice. By signing this Sales Invoice, you are also indicating that you have reviewed your invoice closely and agree to all the details being correct and have enquired about and accepted any details of which you were unsure.

Scheduled Installation Times

Estimated arrival and finish times are only a guide. There can be circumstances during the day can cause our crews to run ahead or behind schedule. You will be notified if this happens.

Furniture & Fixtures

If your order includes the moving of furniture, it must be of an average size, such as a 2-3 seat sofa or smaller. If there are Additional Larger items which our installer agrees to move there will be additional charges, which you will need to pay the installer directly on the day.

We do not move items which we determine are of an unwieldy or dangerous nature including, but not limited to fish tanks, waterbeds, pool tables and pianos.

Stacking items does not reduce the item count. You can reduce your costs by moving ALL lighter pieces yourselves...i.e., end tables, chairs, personal items, lamps, etc.

Please strip your beds of sheets and linens. Empty bookcases, China cabinets, fridges, etc....

OUR INSTALLERS ARE CAREFUL WHEN MOVING ITEMS, HOWEVER ALL ITEMS ARE MOVED AT THE CLIENT'S OWN RISK.

Power Supply, Electronics, Electrical & Plumbing Fixtures

Suitable electrical power must be available at the job site and within a reasonable distance to the installation area.

Our installers will not disconnect or connect any electronic equipment. e.g., TV's, HiFi & Computers, etc.... Our installers do not unhook or re-hook any appliances that are hardwired.

You will need to hire an electrician to do so before we arrive. Our installers do not unhook or reconnect Dishwashers, gas stoves, toilets, icemaker Fridges.

You may need to hire a plumber to address any of these before we arrive to avoid other charges.

Adult Presence

An adult aged eighteen or over must be present to let the installers in.

If you will not be home while the installation is being completed, you must have mobile phone access in case questions or problems come up on the job. If we are not able to reach you, we may make a reasonable decision on how to proceed, which could mean extra charges such as additional floor preparation or choosing between one of two or more ways to finish the flooring. If you are not available and you instruct our installers to commence/complete your job in your absence you accept the final appearance of the job if it is within industry standard tolerances.

In the event of our installers or other trades being unable to gain access or commence works on your nominated installation day due to circumstances within your control and/or other trades incomplete works, you agree to any additional costs incurred including, but not limited to, our installations team lost wages.

Doors, Skirting Boards and Walls

Door cutting is not included in your quote and if required due to new floor height finishing you will need to arrange your own trade to trim the doors.

Carpet: Surface scratching may occur. Touch up is the homeowner's responsibility.

Hidden Wires or Other Unusual Condition

In the event the consumer has wires or other conditions hidden under their existing floor we must be notified of this fact prior to our pulling up the existing floor. If we are not notified of any before installation and our trades cut any we are not responsible for any cost to reconnect them.

Pull up of Existing Floors

Pull up and disposal of any existing flooring is NOT included with your order unless specifically itemized in the Sales Invoice.

Asbestos: We are not licensed to remove asbestos flooring. We can go over it or you may hire an asbestos removal company. All tile and vinyl floors must be assessed by an independent lab indicating no asbestos before we can remove it, as per state law.

Pull up of direct stick carpet: We will quote you a basic price for this work, however we cannot be held responsible for unforeseen situations. If the glue on the existing carpet is extremely aggressive or if in the process of pulling it up there is damage to the subfloor that must be repaired, we reserve the right to charge for the extra costs of additional labour and materials.

Pull up of wood floors, tile, or vinyl. We will quote a basic price; however, the price could rise due to unforeseen circumstances.

If extra charges apply you will be notified at once and you have the option of paying the additional money or doing the work yourselves. There will be no refund of the materials ordered to do the job. For health reasons our installers reserve the right to refuse to pull up urine-soaked floors or for other conditions.

***** Additional Charges (Subfloor Leveling or Prep) *****

While our professional estimators make every effort to include all item's they foresee required to install your new flooring, we cannot be held responsible for unknown circumstances, such as how much subfloor leveling may be required before existing floor coverings are removed OR a full assessment by our installer with tools of the trade such as a straight edge &/or moisture meter. Most manufacturer's subfloor levelness tolerances require when a straight edge 2000mm long is placed at rest at two points 2000mm apart on the surface no part of the surface shall be more than 2mm below the straight edge. (2mm over 1m + / -)

Therefore, if our professional & qualified installers deem your subfloor requires further floor preparation to meet manufacturer's standards/warranty requirements not included and itemised on this invoice, an additional charge may apply. Other such circumstances arise from time to time.

Carpet Joins and Stairs

We guarantee professionally constructed durable seams. Professionally constructed seams are not invisible seams. There may be factors affecting whether a seam will be visible including the type and amount of natural or artificial lighting in the room, the thickness, construction, and colour of the carpet.

There are many ways stairs can be finished. Be sure to discuss with your salesperson which method you want us to use. If the method of installation is not specified in the Purchase Order, then we will choose what we determine in our discretion to be the best one.

Patterned Carpets

No pattern is without skew. No room is perfectly square. We do our best to get the most pleasing look in the room, but some run off is possible.

Room Temperature and Window Coverings

Hard Flooring and Vinyl Plank installations can require the product to be acclimatised to your job site for its best long-term finish being maintained. Therefore, we strongly recommend you prepare your overall job site climatic environment to be within your average year-round conditions.

Most Hard Floors and Vinyl Planks can be visibly damaged by over exposure to UV light especially through windows or glass doors without any tinting and/or suitable blinds or curtains installed and used appropriately. Long term uninhibited UV light exposure can result in bleaching/fading and surface checking/cracked floorboard finish.

Natural Products

Products made from natural materials (Timber, wool, Bamboo, etc) have natural variations. Timber is a natural product and will exhibit a large variation in appearance from the sample shown. Including colour tones, knots and blemishes and other characteristic is common to the species selected. Wool is a natural product that has natural colour variations. As a result, you should expect variations. These natural variations are not considered defects; therefore, no refund or replacement will be made for natural products that have normal colour, texture, and appearance variations.

Defective Flooring

Fortunately, it is a very rare situation, but should we determine that the flooring materials that we install in your home are defective we will ensure your replacement floor is prioritised for re-installation of the materials and expedite your replacement.

Monetary compensation is not provided for lost income, lost revenue, or any other contingency, including, but not limited to, the cost of other contractors, the cost for alternate or accommodation.

Job Completion and Maintenance

Our installers are expected to clean up and remove all rubbish created from your installation, except for larger pieces of your new flooring, which you may want to keep for future use.

Proper maintenance is essential for best results and warranty service. You can find maintenance instructions for all products on the manufacturer's website. You agree to follow maintenance instructions. Do not use plastic over flooring to "protect it." This can damage your floor and void your warranty. For all floors, the use of shades or curtains will minimize the possibility of damage due to UV radiation and may be required by the manufacturer's warranty.

Miscellaneous Terms & Conditions

No Other Agreement. Except as otherwise mutually agreed in writing, this Flooring Installation Agreement and the incorporated Purchase Order are the complete agreement of the parties and supersede all other agreements or understandings, written or oral.

Indemnification: Our liability for damage caused by our negligence or that of our subcontractors/agents shall be limited to the applicable policy limits of our liability insurance.

Terms of Payment: In addition, the terms stated above, you agree to pay all costs of collection.

Limitation of Damages: We will not be liable for any delay in performing any work or providing any materials hereunder, or any cessation of or interruption of services, including but not limited to those arising out of fire, flood, explosion, strikes, power blackouts, inability to obtain labour or materials or reasonable substitutes therefore, any other cause beyond our reasonable control or acts of God. This Agreement shall be governed by the laws of the local government without giving effect to any choice of law or conflict of law provision or rule (or any other jurisdiction)

LIMITATION OF REMEDIES AND DISCLAIMER OF WARRANTIES. WE WILL NOT BE LIABLE IN ANY CASE FOR ANY LOSS OF USE, LOST PROFITS, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES. IN NO EVENT SHALL OUR LIABILITY EXCEED REIMBURSEMENT OF ANY MONIES PAID BY YOU UNDER THIS AGREEMENT AND THIS SHALL BE YOUR EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM HEREUNDER. THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS FOR PERSONAL INJURY. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.