

# Spray Pave Services Quotation etc.

Quotation:- and Agreement: - and Tax Invoice: - and Receipt.

Date...../...../.....

Document Number ...../.....

Valid for .....Days

Customer Details: -

Work address.....

Name.....

Address.....

Mob.....

Email.....

Area/s .....

Approx.' start.....

Sketches for guide purposes only, not to scale.

Tick concrete services required?	
<input type="checkbox"/> H/P Cleaning	<input type="checkbox"/> Clear Sealing
<input type="checkbox"/> Colour sealing	<input type="checkbox"/> Paint removal
<input type="checkbox"/> Spray Paving	<input type="checkbox"/> Epoxy
<input type="checkbox"/> 3 Dimensional	<input type="checkbox"/> Imitations
<input type="checkbox"/> Polishing	<input type="checkbox"/> Grinding
<input type="checkbox"/> Waterproofing	<input type="checkbox"/> Staining
Repairs, extras, notes.	

	Colours	Patterns
Base		
Main		
Border		
Flecks		
Other?		
Extras, notes.		

	Estimator	Operator
Name		
Ph'/Email		
Reg' No'		

All \$ amounts include GST				
Retail value				
Discount				
Why?				
New value				
Deposit				
Balance on completion				
Progress Payments	Deposit	Works 25%	Works 50%	Works 100%
	\$	\$	\$	\$

Customer notes. ie: - Dogs, kids, plants, grip, work times etc?

The customer agrees to: -

1. Confirm quote with signature and /or deposit.
2. Be authorised to act on behalf of any noted entity, otherwise accept full personal agreement liability.
3. Accept this contract supersedes any or all other verbal, purchase order or written contracts.
4. Having read, understood and agreed to all contract terms and conditions overleaf.
5. Forward timely progress payments and balance on job completion.

	Signatures	Date
Customer		
Operator paid in full		

May we assure you of our high standards within the concrete resurfacing/treatments industry.



## Conditions of Sale.

This agreement is between: - The **Customer** as per signature and the independent **Operator** noted on front page.  
A sales estimator may be engaged by the Operator, however all final payments, guarantees, disputes etc to the noted Operator.

Concrete treatment / applications are known to last over 30 years.  
This 7 year Guarantee covers concrete preparation and material applications. All materials used as a coating / treatment, are not covered by the operator, but by the manufacturer of the materials as per clause 29)

This 7-year guarantee commences 21 days after job completion. This time period is required for the new coating / treatment to fully cure and reach full strength. Claims within this period will not be acknowledged.

- 1) Guarantee covers faulty works area only, within Operators limit of liability as noted on liability chart. Any repairs shall be returned to an industry standard condition. Extra fees may apply for surrounding works.
- 2) Existing concrete can have a range of pre-existing, unpredictable failures, known as Substrate Failure (SF). Also as noted, suppliers guarantee their materials. The liability chart below will help identify between them.
- 3) Commercial applications are determined by operator and carry half the time period offered by operator and / or material supplier. Clause 29)
- 4) Commencement and completion dates may vary due to: - Customers, Operators, weather, equipment, materials, access or any other issues etc.
- 5) An extra fee may be charged for non-quoted, excessive removal of furniture, plants, vehicles, equipment, lawn edging, fencing, doors etc.
- 6) Both parties reserve rights to request work cancellation anytime, due to unforeseen circumstances. Acceptance only with fair compensation.
- 7) Any extra works required outside this agreement by Customer. Shall be forwarded in writing and charged accordingly.
- 8) If access to site, power, water etc, or water drainage is unexpectedly not readily available on site. An extra hire or access fee shall apply.
- 9) Colours chosen from brochures are not guaranteed for exact matching due to supplier's range changes and/or printing process, also concrete variables. Material suppliers brochure carry a similar notice warning. Resealing every 1-2 years on average, is required to maintain colour.
- 10) If chosen colours, stencils or other materials are not available, or Customer makes a verbal request to change any of them. A similar alternative will be substituted and not affect any contract sale conditions.
- 11) Coatings are applied by hand, therefore not a uniform factory style finish. No guarantee for uniformity over texture, colours, patterns or fleck/paint flakes matching for entire area, repairs, adjoining areas or to match samples boards. Every reasonable effort is made.
- 12) Delaying a progress payment, is consent to stop works until payment.
- 13) Spray on coatings by their very application nature, may have some over-spray and/or under-spray. All reasonable efforts are made to reduce these, but small amounts can be expected and un-noticed over time.
- 14) Any public liability insurance issues shall be covered by Customer, to the extent of exhausting all possible avenues.

- 15) A camouflage of fleck, paint flakes or shading etc, is highly recommended to hide any dirt, scratches, algae, burns, cracks, insects, leaves etc. A separate cleaning and maintenance contract is available.
- 16) No guarantee against flora, fauna, acid, moisture, urine stains, some chemicals and UV rays. Unless Customer specified during quote and accepted extra commercial protection materials and associated fees.
- 17) Customer takes responsibility and costs for any unforeseen concrete contaminants. I.e.: - Asbestos, chemicals, plumbing, wiring, drainage, etc.
- 18) Contracts over \$2,000 will have negotiated progress payments with a maximum 20% held back at completion. Chart on front page.
- 19) If Customer engages a 2<sup>nd</sup> party to complete job or for any follow up work. Guarantee is voided and compensation may be due to Operator.
- 20) The Operator makes the final decisions over how to rectify a job problem to bring job to an acceptable industry standard.
- 21) A \$100 call out fee applies for any after work repair inspections that are not under the Operator Guarantee (OG). Such repairs may be quoted as a new and separate job. Any repairs under (OG) liability chart X are free.
- 22) Dispute resolution. Commenced by aggrieved party, only by formal writing, within 7 days of the problem occurring. Communication kept to SMS and emails with all records kept by both parties with references to this contract clauses and liability chart. If no solution, then an independent mediator must be engaged prior to legal action. Jurisdiction is the Operator's home state, to the exclusion of all other jurisdictions and courts. Operator payment demands are exempt from mediation.
- 23) Any expert report will be deemed unreliable and lack credibility unless "expert" can show 20+ years hands-on experience specifically in the resurfacing industry. Dealing mostly with contracted paying customers.
- 24) Customer agrees to pay all debt collection expenses including a 2% per month, compounding principal and interest fee.
- 25) Any unreasonable Customer harassment / abusive language / social media defamation etc will not be tolerated and will void any guarantee. Such Customer actions is acceptance of legal compensation and costs.
- 26) Customers final payment is acceptance that works are completed to their full expectations and satisfaction over the entire works area.
- 27) Operator may assign or sub-contract all or part of this contract at any time before or during works without Customer knowledge or authority.
- 28) Most problems within the liability chart have a low risk and all can be fixed with Operators help. Substrate failure may attract extra charges.
- 29) Material guarantees vary between suppliers and job situation / usage / weathering etc. On average:- Spray Pave = 5 years. Sealers = 1 year, Epoxy = 3 years. 3 D Stencils = 2 years. Treatments=2 years. Full details on specific materials, plus Safety Data Sheets, on suppliers web sites.

Liability Chart	Operator Guarantee	Supplier Guarantee	Substrate Failure	After care instructions
Repairs&Cracks			X	<b><i>"Congratulations on joining our national network of proud and satisfied Customers. To ensure the maximum lifetime from your new surface."</i></b> 1) Keep all mats, pots, cars etc off new work for 4-5 days. No walking 1-2 days. 2) Household stains are removed with mild cleaners, broom agitation and water. 3) Due to the texture, garden blowers may be better suited than brooms. 4) Resealing is optional but advised every 2-4 years to maintain that new look. 5) Any cracks must be filled with silicon asap, to avoid water penetration. Failing so, voids this guarantee and could result in adjoining area peeling.
White/patches		X	X	
Peeling	X(Not on cracks)	X	X	
Slippery	X			
Air Bubbles			X	
Wrong colour		X (Or Customer)		
Wearing		X		
Weathering		X (Sealer)		
<b><i>"We trust you will enjoy your new surface, as much as we have enjoyed applying it."</i></b>				