

Article 1: Applicability

These terms and conditions apply to all our offers and agreements. This can only be deviated from when otherwise agreed in writing.

Article 2: Offers, contracts and dissolution of the contract

1. All our offers are without obligation and valid for a period of 30 days. Within 1 week after acceptance of the offer by the client, the offer can be revoked by us in writing without any statement of reason.
2. The start of the work will only take place when we have received a written confirmation from the client or if we have confirmed the quote in writing. We are also free to deviate from this point.
3. If the contracting party cancels the contract within 4 (four) weeks before the start of the work, an amount equal to 15% of the contract sum will be immediately due and payable by us as damage compensation, without prejudice to the right to claim higher compensation if these costs are actually higher.
4. If the liquidity and solvency of the contracting party proves to be or becomes doubtful, we are entitled to demand a bank guarantee from a solid banking institution. If the contracting party does not comply with this, AGOS Kunststofvloeren BV is entitled to dissolve the contract. The contracting party then has no right to damage compensation;
5. If the counterparty does not fulfil any obligation under the agreement, files for bankruptcy or applies for suspension of payments, is declared bankrupt or a lien is placed on its goods, it is deemed to be in default without any notice of default being required, and we are entitled to declare the agreement dissolved, without prejudice to the right to claim damages, interest and other costs.
6. If AGOS Kunststofvloeren BV cannot meet the delivery date due to force majeure (e.g. war and the consequences of thereof, bad weather such as snow, frost or storm) or any other event that presents an insurmountable obstacle to the fulfilment of our commitments, whether arising for AGOS Kunststofvloeren BV or for our suppliers (strike or lock-out), the delivery date will be postponed by the probable duration of the delay, but at least by four weeks. Should such an obstacle make the delivery impossible, or should the execution at least appear to be impossible for us, AGOS Kunststofvloeren BV is entitled to dissolve the agreement in whole or in part without the contracting party being entitled to damage compensation. In the event of delivery delay by the suppliers, the contracting party must accept an appropriate postponement of the delivery date without the contracting party being entitled to damage compensation.

Article 3: Terms, Deliveries, Quantities, Completion

1. Agreed terms and deliveries of a product or the completion of any repair or maintenance work or any work deriving from any other contract shall be taken into account by us as much as possible but are also non-binding. Exceeding a term is never, even after notice of default, a breach of contract that gives right to dissolution of the contract or entitlement to damage compensation.
2. All deliveries will be shipped at the risk of the contracting party. Liquid plastics are frost-, heat- and water-sensitive, as well as combustible.
All materials must be stored promptly and free of charge upon arrival, in the warehouse or on the building site in accordance with accompanying shipping documents or according to our instructions at a temperature of at least 10 degrees Celsius.
The client must adequately insure these materials.
3. The work is approved or deemed to have been approved if:
 - the client informs us of this
 - the client has put into use or made available for use the object in which the work is done.
4. For payment according to the area of the floors, columns, gutters, recesses, etc. are ignored when these are smaller than 1 square meter. For the rest, measurements by the parties are done jointly in the work. If the client refuses to be present during the measurements, our measurements will be binding. Any receipts for delivery, to be issued by workers or other authorized representatives present at the construction site, must immediately be handed over to one of our people with the quantities and/or hours listed.

Article 4: Retention of ownership

1. All goods supplied on or at work and not yet processed remain the property of AGOS Kunststofvloeren BV until the contracting party completely satisfies its payment obligations, deriving from the original agreement, including any agreement(s) for additional work, extra costs and interim price increase(s);
2. The contracting party is not entitled to alienate the goods supplied by AGOS Kunststofvloeren BV to third parties, to pledge, subpledge or silently pledge them, or to remove them from the space where they are delivered, or to have them removed, until the entire purchase price and any costs associated with this have been paid in full. Any intervention by third parties must be immediately communicated by contracting party to AGOS Kunststofvloeren BV. Costs and/or losses caused by not communicating this promptly will be borne by the contracting party;
3. The contracting party is obliged to insure the goods subject to retention of title for the benefit of AGOS Kunststofvloeren BV and to keep them insured until full payment has been made.

Article 5: Extra and less work

1. The client may request changes before or during the execution of the work. Only changes that are contracted as such and accepted by us will be eligible for execution and set-off. Additional work will be instructed in writing. The absence of a written contract does not prejudice the claims of the client to the execution or our claim for settlement thereof.

Article 6: Prices and payments:

1. All prices exclude VAT.
2. If the work has not been assessed on site, there may still be price adjustments after acceptance.
3. If, due to circumstances beyond our control, we are forced to perform work that has not been offered by us, or for which more material is required than the quantities stated, this will be charged as additional work or additional materials.
4. Any additional work will be settled at €46.00 excluding VAT per man-hour excluding travel expenses.
5. If the work is done at your request outside normal working hours, a surcharge will be charged. Weekend surcharge evening after 6:00 PM to 12:00 AM 125%, Saturday 150% and Sunday 200%.
6. The payment must be made no later than 14 days after the invoice date. Off-set by the client is not permitted.
7. If payment of the invoice is not received within the agreed payment term, we are entitled to charge interest from the due date equal to the statutory interest rate applicable from the due date, increased by half a percent per month for each month or part of a month by which the payment term is exceeded.
8. If the client defaults on payment and we are obliged to hand over our claim for collection, all costs, both judicial and extrajudicial, will be borne by the client. The extrajudicial costs amount to 15% of the claim (invoice amount and default interest) with a minimum of €75.00.
9. As long as the client has not fulfilled all its financial obligations, it cannot make a claim under any warranty provision whatsoever.
10. The prices stated in this quote are valid for 3 months.
11. If the work is done in more phases than agreed, additional costs will be charged for this.
12. No amount has been included in our price for the screening of walls, etc.

Article 7: Work, work times and working conditions

1. The agreement concluded with us includes the work as described in our offer and/or the contract confirmation, as well as the work, deliveries and subcontracts that may reasonably be deemed necessary by us to execute the agreement.
2. Our client is obliged to ensure that work can begin immediately at the agreed time and place.
3. The client must ensure that during the work and during the curing in interior spaces, these spaces are wind- and watertight and free of drafts, the temperature of the surface is continuously at least 15 degrees Celsius, and the humidity does not exceed 70% RH.
4. Water and electricity, heating and lighting and a waste container will be made available free of charge by the client.
5. The spaces in which the work must be done must be free of obstacles at the start of the work.
6. No third parties may be working in the same spaces during the execution of the work.
7. The access to the working areas must be and remain in such a condition that all materials required for the execution of the work can be supplied to the work place without any problems.
8. Both the work on the floor and the curing of the floor must be able to take place without interruption.
9. For the vertical transport of personnel and/or materials, the client must provide safe scaffolding and/or hoisting installations.
10. The client must make sure that the transport distance from the unloading site to the place of execution is a maximum of 5 metres. If this is not possible, the client must provide the transport of the goods to the place of execution.
11. The client will take care of the approvals required for the work, such as permits, exemptions and decisions, as well as the other data to be provided for the work and safety measures to be taken.
12. The client shall ensure that, at the time of the execution of our work, persons in the vicinity thereof are informed in advance if our work involves dust, stench, odour and noise disturbances and that persons others than our personnel are denied access to the rooms in which we perform our work during the performance of our work and during the following period as we deem necessary.
13. Should the client fail to comply with the provisions of Article 3, points 1 to 12 above, then the additional costs resulting from this shall be borne by the client.
14. The client will ensure that the floor will not be walked on within a period of 7 days after the synthetic floor has been laid.

Article 8: Surface

If the synthetic floor must be applied to a cement-bound surface, this surface must meet the following requirements:

1. The subfloor must be installed in accordance with good workmanship and the latest standards, such as:

- a. monolith floor NEN 2743: December 2003
 - b. cement screed NENE 2741/A1: 2008
 - c. anhydrite floor CUR recommendation 107
 - d. flatness NEN 2747/A1:2008 class
2. The pressure resistance of the surface must meet the standards mentioned above.
 3. The surface must be at least four weeks old. The moisture percentage in the surface, measured at 2 cm depth, may not be higher than 2.5%, or 4% RH depending on the floor system to be used.
 4. If the surface consists of an anhydrite floor, the finishing layer may only be applied if the moisture content is less than 0.5%.
 5. With a calcium sulphate-bonded surface, the client ensures that it has sufficient skin tensile strength.
 6. Monolithic finished concrete floors are, during the curing phase, preferably covered with plastic foil instead of curing (post-treatment agent). With thin floor systems or coating systems, it is desirable that a wear layer be worked into the top.
 7. If there is underfloor heating, the specified heating installation for underfloor heating must be finished. After the heating installation has been completed, the process water temperature must be set to <40°C at least 2 days before the start of our work.
 8. With poured floor systems, the existing slope in the subfloor may not exceed 2%.
 9. In order to obtain a pore-free surface, a slope of at least 1 cm/m¹ is necessary, but 1.5 cm/m¹ is preferable. This gradient must be present in the subfloor.
 10. In connection with any sanding work and the liquidity of our materials, we advise you to perform painting work after the installation of the floor.
 - 11. Use of silicone sealant before installation of the cast floor is strongly discouraged!**
 12. We assume that, to prevent the possible build-up of moisture, a vapour-inhibiting foil will be applied under the concrete floor. Insofar as this is missing, you must inform us before the start of the work.
 13. Where a floor finish will be covered for an extended period of time such that condensation can occur between the cover and the floor (in particular in the initial phase), there is a risk of staining as a result of the action of water.
 14. The surface must be flat and evenly finished; may not have been powdered with cement and may not have a cement glue layer.
 15. Sand cement finishes should be well-adherent and well-sealed (Portland cement/sharp-edged river sand ratio of 1:3).
 16. Any ramps must have been installed in the surface.
 17. The surface and the surrounding area must be dry and clean. Contamination by formwork oil, wax, silicones, additives, etc. may not be in or on the surface.
 18. The surface must be free of casting holes, pouring holes, pouring seams, formwork seams and gravel nests and must have the necessary dilatation and/or false joints;
 19. The surface must be watertight to prevent possible vapour pressure;
 20. If the cement-bound surface does not meet one of the above conditions, then no liability can be accepted for damage to the synthetic floor to be applied by us;
 21. Unless otherwise agreed, the synthetic floor will be applied by us following the surface.
 22. Structural and/or architectural shortcomings are not our responsibility.

Article 9: Samples

1. If we provide or show a model, sample or example, this is presumed to be shown or provided by way of indication: the characteristics of the goods to be delivered may differ from the sample, model or example.
2. Minor colour and structure differences are permitted. The client indemnifies us from any liability for any colour deviations and/or discolourations.

Article 10: Liability

1. We are not liable for damage, of any nature whatsoever, suffered by our client and/or third parties, if this damage is the result of faulty materials or parts that have been made available by or prescribed by the client.
2. We are never liable for any damage, damage resulting from minor cosmetic defects, including consequential damage, which exceeds the amount of the correction/repair of this damage/deviation.
3. We assume that we as a subcontractor are co-insured on the CAR policy of the main contractor and that the deductible will not amount to more than €2,000.00 excluding VAT.
4. We are not obliged to compensate for any commercial damage, loss of profits, damage as a result of personal accidents, damage arising from claims of third parties against our client or any other damage whatsoever.
5. Should we be obliged to pay any damage compensation in court, then our liability is maximized, in the sense that this damage can never exceed the amount of the contract price.;
6. In case of non-fulfilment of the financial obligations of the client, no liability can be asserted against us.

Article 11: Warranty:

1. The warranty term on synthetic floors installed by us amounts to one year or the number of years or months stated in the quote or contract.
2. Warranty is issued on adhesion and wear that may be labelled as premature. Not under warranty are normal wear and tear of the floor;
3. The warranty is void in case of structural flaws in the building structure or the surface.
4. Damage caused by osmotic pressure is not covered by the warranty.
5. Repair of the floor under warranty applies only to that part of the floor on which the warranty applies plus a maximum of 100% of the area showing defects.
6. Repair of the floor will normally take place during working hours, unless the floor to which the warranty relates has been applied at other times.
7. Not covered by the warranty (unless stated on the request and/or the quote) is damage due to chemical effects, no or incorrect maintenance of the floor, floor load in violation of the properties of the floor, discoloration due to influence of e.g. sunlight, chemical stress and mechanical damage.
8. AGOS Kunststofvloeren in no way guarantees the stability of the subfloor and building structure.
9. Not covered by the warranty is the defective drainage of water, etc. due to an insufficient or incorrect slope in the surface, unless expressly agreed in writing that this was part of the contract.
10. If there are cracks in the subfloor, there is a good chance that they will become apparent over time.
11. Damage caused by placement in use too soon, entering during hardening, leaks and/or trapped dirt and vermin is not our responsibility.
12. Loosening of the floor as a result of water pressures caused by osmosis action, rising vapours or capillary suction of moisture.

Article 12: Points for attention for floor systems:

1. The floor system to be installed will follow the surface.
2. Depending on the system, some discolouration of the delivered systems may occur over time and with use.
3. Materials/products containing plasticizers can cause permanent discolouration in the floor. You must take measures for this. You can contact us about this.
4. The application of a synthetic resin-bound floor finish will be done with a trowel. As a result, slight trowel marks may be visible.
5. As a result of the method of applying top layers (rollers, brushes), slight marks may be visible.
6. With thin floor systems, irregularities from the subfloor will remain visible.
7. Odour or smell nuisance cannot be avoided when applying the systems mentioned.
The taking of precautionary measures may be necessary, especially with our rapidly-curing PMMA floors.
8. When laying a PMMA floor, one must take into account the pungent smell of the material. Precautions for the protection of personnel, foodstuffs in the form of airtight seals, exhaust etc. must be taken by you. We cannot be held liable for this in any case. Other work by third parties may not be done simultaneously!
9. Loadability at 20°C of these epoxy and PU systems: after 24 hours accessible for light pedestrian traffic; fully loadable for normal traffic after 48 hours; after 7 days loadable with liquids. PMMA floors are hardened after 2 hours.
10. Please note! Synthetic resin floors may not be covered with vapour inhibitor for the first 7 days. In the initial phase, there is a chance of staining due to action of liquids such as water, etc. Lay plastic sheeting with the unprinted side down, place overlapping and do not apply tape on the floor. Exceptions to this are our fast-curing systems.
11. An impermeable facility certificate can be issued for an additional fee.
12. Liquids such as coffee, tea and red wine should be removed immediately after spilling to prevent staining.
13. With coating and poured floor systems, the surface must be very flat without cracks and/or holes.
14. The temperature resistance of our systems varies. You can get further information from our office.
Both synthetic resin and cement-bound floors are applied manually. Because the process conditions vary and the basic materials show (natural) deviations, minor differences in colour and structure may occur locally. Sample materials and existing floors cannot be reproduced.
The pattern/nuancing of synthetic resin-bonded poured floors with colour shades varies, and the assessment of the result is a matter of taste. For cement-bound poured floors, the material properties also determine the pattern to a large extent, and the appearance of the floor is not predictable. Our installers apply the patterns according to their own judgement and as far as possible.
15. In connection with the irreversibility of the application process, it is not possible to make a claim on the final pattern/nuance of delivered floors.
16. If the client, or the client's representative, wishes to exert some influence on the end result, this person must be present during the pouring process.
17. In order to optimally protect your floor against scratching by furniture, we recommend products from Scratch No More or Floor Friendly.
18. If you load your floor with rolling office chairs, these should be fitted with special soft wheels for hard floor coverings.

Article 13: Disputes:

1. All our offers, agreements and all obligations arising therefrom are exclusively governed by Dutch law.
2. Applicability of the Vienna Sales Convention (Trb. 1981, 184; 1986, 61) is explicitly excluded.
3. All disputes arising from our offers and/or agreements will be settled by the competent court where we are established.