

# **CONTRACTOR TERMS**

#### **PAYMENT**

By accepting the estimate/bid, whether electronic or a paper copy, the customer agrees to the payment terms stated in the estimate/bid. Prices are subject to change with the customer's signed approval. Meraki Custom Finishes LLC requires a payment of half (1/2) of the total amount before ordering materials and scheduling the project. Meraki Custom Finishes LLC requires that the remaining balance be paid in full at the conclusion of the project. Any unpaid balance is subject to additional fees. The estimate/bid signed by the customer is valid for 30 days from the estimate/bid date. Meraki Custom Finishes LLC reserves the right to use photos from before and after the project on Meraki Custom Finishes LLC website and or social media outlets. (If for any reason the customer does not want the images to be used, the customer is responsible for notifying Meraki Custom Finishes LLC before the project begins.

### **BEFORE JOB/APPLICATION BEGINS**

Meraki Custom Finishes LLC reserves the right to cancel or postpone the projected job due to unforeseen circumstances and refund down payment half (1/2) deposits. The customer's project will be scheduled upon Meraki Custom Finishes LLC's current workload when receiving the electronic or signed paper copy and a down payment of half (1/2) of the total cost of the project. Scheduling can be affected by the availability of materials and other conditions out of our control. The customer is responsible for ensuring that the work area is free of obstructions and in a state ready for the coating application system selected. Additional charges will be applied if Meraki Custom

Finishes LLC needs to clear the area to be worked on. The customer is responsible for providing unobstructed clean and transparent access to adequate lighting power and working water within the work area.

#### **DURING JOB/APPLICATION PROCESS**

Unless Meraki Custom Finishes LLC specifies in the signed agreement, no allowances will be made to reinstate or caulk joints and cracks which exceed or require repair before the coating system is applied. No allowances can be made for any dewatering or effects caused by inclement weather/environmental conditions. Additional cleaning clearing or environmental conditions may result in delayed work from Meraki Custom Finishes LLC and may be subject to other costs. Meraki Custom Finishes LLC cannot be held responsible for delays caused by product/material suppliers. Materials for the project will be ordered when the bid/contract is signed electronically or in person. The amount of half (1/2) of the total project is received by Meraki Custom Finishes LLC. Meraki Custom Finishes LLC will not be held responsible for any debris, dust pollen, or debris settling in the coating while the drying process occurs. Meraki Custom Finishes LLC uses a dustless grinding and sanding process; however, airborne dust and materials may settle in certain situations. The customer's responsibility is to provide adequate protection to the area and keep their distance from the project area. At the same time, the coating system is being applied or in the drying process. Meraki Custom Finishes LLC will not be held responsible where damage is caused to the application site and coating due to neglect of the customer. The customer will cover any costs to repair the application area. The customer is responsible for isolating any gas or electrical fixtures before the said project starts and after completion. Meraki Custom Finishes LLC is not responsible for markings on surfaces caused by high-speed grinding equipment or tools.

## **POST JOB/APPLICATION**

Meraki Custom Finishes LLC will take every precaution to prevent irregularities or imperfections. However, the coating systems are handmade and slight irregularities

can be expected. By signing electronically or in person the bid/contract, the customer is accepting that they understand these irregularities or imperfections can occur. Examples include and are not limited to roller marks reflective cracking or minor pinholes. Meraki Custom Finishes LLC uses application systems that require a minimum of 24 to 48 hours of completion before accepting foot traffic or countertop appliances. Most systems can take up to 7 days to achieve a complete chemical cure. Meraki Custom Finishes LLC is not liable for any defects caused by early use of the surface. Vehicular traffic, furniture, equipment storage, systems, and heavy appliances are not recommended on the application surface for up to 7 days. Meraki Custom Finishes LLC is not liable if the customer uses any water cleaning agents or similar, which may affect the appearance or performance of the system within 7 days of complete chemical cure. Some systems may yellow and chalk with exposure to UV rays (sunlight). Areas indoors that receive direct sunlight exposure for any intervals during the day may experience some discoloration if the customer has chosen a system without a UV-resistant sealer. Meraki Custom Finishes LLC will not be held responsible for any system discoloration.

#### **WARRANTY**

Meraki Custom Finishes LLC uses best trade practices and care to ensure adequate preparation, bonding, and installation of the application systems following the manufacturers' and suppliers' technical advice. Meraki Custom Finishes LLC agrees to repair defects in the floor or countertop application for one (1) year from the effective installation date caused by improper substrate preparation and workmanship in the installation process. With that stated, our warranty is void, and Meraki Custom Finishes LLC shall not be responsible for defects or if the system's failure is a result of any of the following. 1. Failure with the substrate due to concrete fracture. 2. Structural movement, including stress fractures. 3. Cracks or ruptures in the structural base. 4. Mechanical damage, including cleaning agent's high-pressure washing abrasive agents or scrubbers. 5. Faulty structural design or defects to substrate. 6. Rising moisture to the substrate. 7. Oil or other contaminations. 8. Any

unforeseen circumstances beyond our control (neglect, accidents, thermal conditions, natural disasters, acts of God, or criminal activity).