

POLICIES & PROJECT INFORMATION

Terms and Conditions of Trade

Effective 19 September 2026 | Flawless Epoxy Flooring | ABN 78 770 369 818

These trade terms set out the operational, access, preparation, payment, cure, variation and defect-liability requirements for a Flawless Epoxy Flooring project. They should be read with the accepted quote and the selected product supplier's current installation guide.

1. Application and order of documents

These Terms and Conditions of Trade apply to installation, coating, preparation, supply and related services provided by Flawless Epoxy Flooring (Flawless). They apply with the accepted quote, scope, product system, supplier technical data sheet, installation guide, care instructions and written variations. If there is an inconsistency, the project-specific accepted quote and supplier installation requirements apply to the relevant work, and these terms apply to the balance.

The customer is the person or entity named in the quote. The customer must ensure that anyone who controls, occupies or uses the site receives the access, safety, curing and care requirements in these terms.

2. Quote validity and information supplied

- A quote is open only for the validity period stated on it. If no period is stated, it is open for 30 days. Acceptance after expiry is subject to written reconfirmation, product availability and current pricing.
- The quote relies on the area, access, use, substrate condition, existing coatings, moisture information, photographs and other details available when it is prepared. An online calculation or saved design is not a final contract or a promise that the price will remain unchanged.
- The customer must disclose before acceptance any existing coating, paint, sealer, adhesive, contamination, oil, chemical exposure, moisture concern, crack, movement, repair, asbestos risk, flood history or other condition that may affect adhesion, preparation, safety, time or cost.
- If a condition is undisclosed, concealed or cannot reasonably be identified before preparation, Flawless may pause work, revise the scope and issue a variation. Flawless is not responsible for failure caused by information that was inaccurate, incomplete or withheld, subject to rights that cannot lawfully be excluded.

3. Subfloor, existing coatings and preparation

Concrete must be sufficiently sound, clean, dry or within the supplier's stated moisture tolerance, and suitable for the selected system. Preparation may include grinding, vacuuming, repairs, crack treatment, cleaning, testing and removal of weak or incompatible material. Preparation cannot guarantee that hidden defects will not become visible later.

Existing coatings can be difficult to assess remotely. Flawless may require an inspection, adhesion test, test patch, additional preparation or a revised specification before proceeding. An existing coating is not accepted as suitable merely because it looks sound or because a customer has provided a photograph.

If the customer declines a required inspection, test, preparation step or variation, Flawless may decline to commence or may record the limitation in the accepted scope. Any warranty or defect responsibility is limited to the work and conditions that were actually inspected, prepared and accepted.

4. Access, site readiness and stored items

- The customer must provide safe, continuous and lawful access during the agreed installation window. This includes providing any required access remote, swipe card, lock key or other access method before installation is scheduled to commence. Flawless is not required to commence until access is available and tested.
- The customer must remove vehicles, shelving, tools, machinery, stock, chemicals, loose items and obstructions by the time stated by Flawless. Items left in the work area may prevent preparation, require a variation or remain the customer's responsibility.
- Where Flawless temporarily holds customer items by prior agreement, items are stored securely and tagged with a job ID rather than a customer address. Flawless does not guarantee against loss or damage caused by the item's condition, inadequate packing, pre-existing damage, pests, moisture or events outside reasonable control.
- The customer must tell Flawless about alarms, neighbours, access restrictions, business operating hours, hazardous materials, pets and other site risks before work starts.

5. Installation windows and supplier instructions

Flawless plans each coat, broadcast, scrape, vacuum, topcoat and return-to-service step around the selected product system and the supplier's current installation guide. Temperature, humidity, slab temperature, ventilation, film thickness, mixing, pot life and site access can change the safe application window.

If the customer or another person prevents access during a required window - for example, by locking the installer out or placing people, vehicles or machinery across the floor - Flawless may be unable to apply the next coat within the supplier's recoat window. The result may be a delay, additional preparation, mechanical abrasion, rework, additional materials, a changed finish or a variation. Flawless does not guarantee a same-day sequence when access or site conditions prevent compliance with the supplier's guide.

Where the supplier guide requires a subsequent coat within a stated period, missing that period may require the surface to be re-prepared before the next coat. The customer acknowledges that failure to provide access or maintain the required conditions may void or limit the relevant supplier product warranty and may exclude defects caused by that failure, subject to non-excludable rights.

6. Cure times, exclusion zone and handover

The installer will give the customer the job-specific handover instruction for foot traffic, moving items, cleaning, machinery and vehicles. Cure times are product- and condition-specific. A supplier guide may distinguish touch dry, light foot traffic, recoat, heavy traffic, vehicle traffic and full cure; these are not interchangeable.

The customer must comply with the stated hold times and any ventilation, temperature or cleaning requirements. As an example only, the published WEP32 supplier information describes light foot traffic at approximately 12-24 hours and full cure at approximately 7 days, with actual times

depending on conditions. The selected system and current supplier guide always control the job-specific instruction.

It is the customer's responsibility to prevent all foot traffic, vehicles, forklifts, machinery, deliveries, animals and stored items from crossing or being placed on the serviced floor until the installer has confirmed in writing or by the agreed handover method that access is permitted.

Even after the coating has been laid, the customer must observe the specific cure times supplied for that job before allowing foot traffic, machinery or vehicles onto the treated floor. Failure to uphold those requirements can damage the finish, reduce service life, affect adhesion or limit the supplier warranty and any defect remedy, subject to non-excludable rights.

7. Payment terms

- The deposit is payable when the accepted quote or payment request states it is due and will not exceed the applicable Queensland maximum deposit guidance. Ordinary product purchasing does not create an additional deposit entitlement.
- For the agreed first installation day, payment for goods, cleaning, preparation and other day-one amounts stated in the quote is due before or at commencement. Flawless may pause work if a due amount is unpaid.
- For larger or staged jobs, the quote may require progress payments between layers or stages. Each progress amount is due when the stated stage, materials or agreed milestone is reached, subject to applicable law.
- For smaller jobs, the balance is due at practical completion or before the customer resumes use of the floor, unless the quote states an earlier date. Practical completion does not remove the customer's obligation to follow the cure and care instructions.
- Payment does not approve an unagreed variation. Flawless may suspend work, storage or further attendance for overdue amounts, access failure or unsafe conditions and may charge reasonable additional attendance, storage or rebooking costs where lawfully recoverable and stated in the quote or variation.

8. Variations and changes

A variation may arise from a changed area, finish, colour, accent, existing coating, moisture result, crack or damage, preparation requirement, access problem, weather delay, supplier instruction, customer request or site condition outside the accepted scope.

Flawless will describe the reason, changed work, price and timing as soon as reasonably practicable. The customer must accept the variation in writing or through the agreed digital process before the varied work proceeds, except where immediate action is reasonably required to protect the site, people or the coating.

If the customer does not accept a necessary variation, Flawless may stop at a safe stage and charge the agreed portion of work, materials purchased, time and expenses incurred. A revised finish, reduced area or changed method may not produce the same appearance or warranty as the original scope.

9. Cancellation, suspension and incomplete work

If the customer cancels, prevents access, fails to provide a ready site, or asks Flawless to stop after materials have been ordered or work has commenced, Flawless may retain or invoice the portion of the quote reasonably equal to materials purchased or committed, labour and time performed, cleaning and preparation, travel, equipment, storage, disposal, supplier charges and other expenses incurred or non-recoverable. Any remaining amount is dealt with under the accepted quote and applicable law.

If a project cannot be finished because of an undisclosed condition, unsafe access, customer delay, failure to observe the exclusion zone or another customer responsibility, Flawless may leave the floor at the safest completed stage, document the condition and provide a costed path to resume. The customer must not arrange another person to alter the coating before Flawless has had a reasonable opportunity to inspect it.

If Flawless cannot complete work because of its own proven failure, the parties will discuss a reasonable rectification or adjustment consistent with the accepted scope and applicable law. Nothing in these terms removes an Australian Consumer Law remedy.

10. Defect liability and supplier warranty

Flawless can commit to carrying out the agreed installation with due care and skill and in accordance with the applicable product supplier's current installation guide, technical data sheet and reasonable site requirements. Flawless does not provide a broader performance promise than the supplier's written recommendations and the accepted scope.

A reported defect must be notified in writing promptly, with photographs and access for inspection. Flawless may inspect, test and, where appropriate, repair or arrange a reasonable remedy. A remedy may require cleaning, sanding, preparation, recoating or other work and may affect colour or texture.

Defect liability does not cover damage, wear or failure caused by foot traffic, vehicles, machinery or storage before handover; failure to observe cure times; chemicals, hot tyres, impact, dragging, moisture, movement, flooding, substrate defects, incompatible existing coatings, third-party work, abnormal use, inadequate cleaning or failure to follow care instructions.

Any supplier product warranty is subject to the supplier's own terms, exclusions, claim process and proof requirements. Flawless will reasonably assist with a claim where the customer has complied with these terms, but does not guarantee that a supplier will accept a claim.

These limitations operate subject to consumer guarantees and other rights that cannot lawfully be excluded, restricted or modified.

11. Security, records and communications

Flawless may keep project records, photographs, measurements, variations, access notes, cure instructions, payment records and job-ID labels to administer the work, protect the parties and respond to warranty or dispute questions. Records are stored and handled under the Privacy Policy.

The customer must keep the accepted quote, variations, product information, handover instructions and cure-time notices. Email, the customer portal and the agreed digital process may be used as written communications.

12. General

Queensland law governs these terms. If a term is unenforceable, it is read down or severed to the minimum extent necessary. A waiver must be in writing. These terms do not create a partnership, employment relationship or authority for the customer to bind Flawless.

Trade and project questions: contact@flawlessepoxymflooring.com

VERSION 3 | EFFECTIVE 29 SEPTEMBER 2026 | SUPPLEMENT TO SECTION 3

Concrete Substrate Moisture Requirements

Requirements for residential, commercial and business jobs

3.1 Residential Jobs

For residential work, the customer may elect to proceed without additional moisture testing where they are satisfied that any moisture barrier beneath a new concrete slab is suitable and effective, and they have no known or suspected moisture concerns in or around the area where the flooring system will be applied.

The customer is responsible for informing Flawless Epoxy Flooring of any known or suspected moisture issue before site preparation or installation begins. Providing access to the job site and authorising work to commence confirms that the customer has disclosed any moisture concerns and is satisfied for the installation to proceed, subject to the concrete being otherwise ready and suitable for the selected flooring system. If the customer has any uncertainty about the slab's moisture condition, moisture testing should be arranged before work begins.

3.2 Commercial and Business Jobs

For commercial or business work, the concrete substrate must be tested for relative humidity before application using in-situ probe testing in accordance with ASTM F2170. The customer/client requesting the work is responsible for arranging ASTM F2170 testing and satisfying themselves that the measured relative humidity (RH) does not exceed 75% RH before application. If the result exceeds 75% RH, it is recommended that an approved moisture mitigation barrier be applied before the flooring system is installed. The customer must inform Flawless Epoxy Flooring before work begins if they intend to install a moisture mitigation barrier. Providing access to the job site and authorising work to commence confirms that the customer has considered these requirements and is satisfied for the installation to proceed.

Testing arranged by Flawless

Flawless Epoxy Flooring can arrange ASTM F2170 testing for an additional cost, which must be paid upfront. In-situ probe testing requires holes to be drilled into the concrete slab and then mended. Drilling and mending slab holes will significantly delay site preparation and project completion, so this work and the resulting delay must be allowed for when scheduling.

Moisture-related damage

If the required testing is not completed before application, or an approved moisture mitigation barrier is not applied first where required, moisture could cause the coating surface to bubble, lift or otherwise become damaged.

This Version 3 supplemental clause forms part of the Terms and Conditions of Trade and is read together with section 3, the accepted quote and the selected product system. Version 3 replaces Version 2 effective 28 September 2026.

VERSION 4 | EFFECTIVE 1 OCTOBER 2026 | SUPPLEMENT TO SECTIONS 2 AND 9

Site Measurement Visits

Pre-installation area verification and regional travel fees

2.1 Area information and verification

An online quote may rely on an area supplied by the customer. That area remains subject to verification before product is ordered or an installation date is confirmed. Flawless may request photographs, dimensions or an on-site measurement where the area, layout, access or substrate cannot reasonably be confirmed remotely.

If the confirmed area or scope differs from the information used for the quote, Flawless will provide a revised quote or written variation showing the updated area, work, project total, payments already credited and remaining balance. The customer must accept the revised documents before product is ordered or changed work proceeds. A project deposit is not automatically forfeited solely because a customer-supplied measurement was inaccurate.

2.2 Site measurement fee outside Toowoomba

For a site located more than 30 km driving distance from Toowoomba, a separate site measurement fee applies where the customer requests an on-site measurement or Flawless reasonably requires one before finalising the scope. The fee is quoted and agreed before travel and is calculated as follows:

- \$50 for the on-site measurement and preliminary scope assessment;
- round-trip travel time from Toowoomba at \$60 per hour; and
- round-trip travel distance at \$0.45 per kilometre, based on a vehicle using 15 litres per 100 km and diesel costing \$3 per litre.

The calculated total is rounded to the nearest \$5. Driving distance and ordinary travel time are estimated using the reasonable road route available when the visit is booked. Any materially different fee or additional inspection work must be agreed before it is charged.

2.3 Payment, project credit and cancellation

The site measurement fee is payable before the visit. It pays for a separate preliminary service and is not an installation deposit. If the customer accepts the resulting quote and pays the applicable project deposit within 30 days after the measurement, the site measurement fee is credited in full against the project price.

If Flawless cancels the measurement visit and does not provide a reasonably suitable alternative appointment, the site measurement fee will be refunded. If the customer cancels after travel or the measurement service has been provided, the fee remains payable for the service performed and travel incurred, subject to rights that cannot lawfully be excluded.

This Version 4 supplemental clause forms part of the Terms and Conditions of Trade, is read with sections 2 and 9, and retains the Version 3 concrete substrate moisture requirements.