



TERMS & CONDITIONS

COMPLETE TERMS & CONDITIONS OF SALE



Including Product Supply, Installation & Warranties

Table of Contents:

General Terms And Conditions of Sale	2
Porcelain and Ceramic Tiles - Best Practice	5
Engineered Oak - Best Practice and Product Specific Information	7
Luxury Vinyl Tiles (LVT) - Best Practice and Product Specific Information	10
Supply And Installation Terms and Conditions	12

General Terms and Conditions Of Sale

1. General

- a) This quote is valid for a period of 5 working days only from the date of issue, and is subject to daily stock movements.
- b) These terms and conditions of sale as well as the accompanying quotation shall be considered as acknowledged and accepted upon the receipt of the following:
 - i) A copy of the quotation signed by an authorised party acting on behalf of the client.
 - ii) A formal purchase order from the purchasing party
- c) All rates exclude VAT, and VAT is shown separately

2. Rates & Order Confirmation

- a) Please take note of the specific exchange rates declared in the quotation.
 - b) All quoted prices are calculated in a pricing band up to, and no worse than the exchange rate declared, and should the rates have weakened at the time of acceptance of this quote then LGSS reserves the right to re-quote.
 - c) The rates quoted do not include forward cover.
- Should you wish to remove forex risk, LGSS can be requested to purchase forward cover to the date of guaranteed payment of the account. We will then re-quote accordingly based on the rate from our trade financiers (this can only be done on receipt of an official purchase order, with this document signed and returned, as well as the receipt of a deposit).

3. Finances & Payment Terms

- a) Should a deposit be required, orders will only be processed upon receipt of funds in our bank account.
- b) Materials must be delivered to site and invoiced within two weeks of arrival in RSA. Allowance for storage is not included in the quoted rates. Please anticipate space on site for this in advance.
- c) Should delivery to site within two weeks not be allowable for whatever reason, the materials must be certified off-site in our warehouse by the PQS. To avoid finance charges, certification and invoicing must take place within 15 days from date of arrival.
- d) Should the above not be possible, a 2% per month finance charge will be added to the balance outstanding until the materials are invoiced.
- e) Accounts and payment process:
 - i. Should you not be an account holder, and wish to apply, this application can take up to 7 working days to complete.
 - ii. All valid accounts are insurance underwritten by Credit Guarantee (CGIC), and hence no account facilities will be approved without their account and limit approval.
- iii. Upon an account being approved, all payments terms are strictly 30 days from date of statement. Late payment will result in penalties.
- iv. No further orders will be processed if accounts are overdue, or if credit limits are exceeded.
- v. Late payment: Interest will be charged at a rate of 2% per month or part thereof, for all amounts overdue
- vi. Continued late payments of accounts will result in accounts being terminated.
- f) Cash payments (for non-account holders):
 - i. Full payment must clear in the LGSS bank account prior to collection or delivery commencement.
 - ii. EFT payments are preferred. Credit card payments will carry a 2.5% surcharge.
- g) The entity placing the order is responsible for the

- payment of the account and this shall not be deferred to another party for any reason whatsoever.
- h) Stock ownership is transferred to the ordering party once it has been received and signed for by same party.
- i) Any discounts or rebates agreed to, are based on prompt settlement and should payment be received late then these will be revoked. These concessions can only be claimed retrospectively upon prompt settlement of the account

4. Importation Deposit

- a) a. A minimum of 50% non-refundable deposit is required to begin any importation order. The quoted lead-times commences when the deposit amount clears in our bank account (deposits apply to both account and non-account holders for special imports, due to the elevated risk relating to special imports).
- b) b. Importation of goods without a 50% deposit will be at the sole discretion of the Managing Director of LGSS, based on motivation by the client.
- c) c. Should you be in a position to pay more than 50% as an upfront deposit, please discuss discount options with your sales consultant.
- d) d. Advanced Payment Guarantee (APG):
 - i. Should an APG be required, there will be no additional charge for this based on the above deposits being received.
 - ii. Please note the maximum duration that this APG will be supplied free of charge will be 3 months.
- e) Should the goods being imported be required to be airfreighted, LGSS requires full payment in advance.

5. Reserving & Warehousing Of Stock

- a. Stock availability is subject to daily sales and can only be reserved for a period of 5 working days without a deposit. Thereafter the reservation is cancelled without further notice.
- c) b. For cash accounts (non-account holders) stock can be secured by paying a non-refundable 50% holding deposit. Stock will not be released prior to full payment.
 - i. Balance payments for non-account holders is due within 30 days of the initial deposit payment.
- e) Should stock not be available at the time of order then standard importation lead times and deposit will apply. These are factory dependent.
- d) Stock can be warehoused by LGSS at no cost for one calendar month from date of invoice, thereafter a monthly storage fee of R 100.00 per pallet (or part thereof) will be charged. Late payment fees may also apply should the account be in arrears as per point 3e iv above.

6. Delivery Conditions & Lead Time

- a) The rates in the accompanying quotation are quoted ex-warehouse (Cape Town / Durban / Johannesburg), unless otherwise stated.
- b) Delivery costs to site are shown separately unless otherwise stated.
- c) As Cape Town is our primary stock warehouse, please allow for $\pm$ 6-7 working days for delivery to sites in Gauteng or similar (confirmed upon receipt of payment).
- d) Delivery notes must be dated and signed by both delivering and receiving parties.
- e) Any discrepancies between the stock received and the delivery note must be recorded immediately upon delivery, dated and signed by both the driver and the recipient. Queries relating to discrepancies will not be entertained at a later stage.
- f) For orders under 4 tons, deliveries will include labour to off-load, provided that off-loading is

within a pre-agreed and reasonable distance on the same level from the delivery vehicle.

- g) For Deliveries of 4 tons or greater, it is the installer's responsibility to provide site access and the means

to off-load (e.g. labour, fork-lift etc).

- h) Once delivered, handling and secure storage on site is the responsibility of the recipient of the goods.

7. Breakages & Returns

Returns for credit will not be accepted unless otherwise agreed by LGSS. Please note where non-stock items were imported specifically for a project, under no circumstances will returns be considered.

- i) In the event that LGSS is prepared to take back a stock item, a minimum handling fee of 20% will be levied, and furthermore any collection / delivery fees incurred will be for the client's account.
- j) Stock Breakages:
 - i. It is the recipient's responsibility to inspect the stock for breakages upon arrival.
 - ii. In cases where large quantities can't be inspected immediately, photographic/video evidence of in-pallet breakages must be taken and an LGSS representative notified immediately for

site inspection.

- iii. Breakages reported after 1 week of delivery will not be entertained and the client's own insurance must be utilised for claim.
- iv. In cases where stock has been removed from pallets and moved around on site then LGSS cannot be held responsible for broken stock.
- v. Broken stock must be returned for credit in its original state and packaging.
- vi. Broken stock accepted by LGSS will be replaced within normal shipping lead times, subject to stock availability. Re-supply of the same shade and calibration can't be guaranteed. Air-freighting of stock will not be considered at LGSS cost.

8. Lead Times & Minimum Order Quantities

- a) Importation lead-times will be advised on a deal-to-deal basis and are subject to factory production dates and availability.
- b) Agreed lead times may be effected by unforeseen circumstances beyond our control (such as factory production delays, trans-shipment delays, inclement weather, customs/clearing delays, public health issues, pandemics or other unforeseen reasons)
- c) Lead times do not include public holidays.
- d) For special import orders that carry long lead times, it is recommended that contingency stock be imported in case of potential changes to areas or loss or breakage. This is especially necessary in orders where minimum order quantities apply.
- e) Please ensure sufficient wastage and attic stock is ordered, as re-orders may take up to 12 weeks to import.
- f) Should stock be required sooner than standard import lead time, LGSS will not entertain airfreighting the goods at their cost.

Porcelain and Ceramic Tiles Best Practice

1. Nominal Formats

- a) As an industry standard, all formats communicated are quoted in their nominal format and not the exact format.
- b) The exact calibration of the format may vary by up to 2% from the nominal format. This is especially applicable for European tiles, where the quoted format seldom, if ever exact (for example: nominal format 600x600 could have an exact calibration of 598x598 or 602x602).
- c) All goods will be invoiced according to the nominal format supplied by the manufacturer.
- d) Note that nominal formats will be consistent across many suppliers, however calibrations will almost always differ.
- e) Certain suppliers may produce up to six different calibrations of the same nominal format.

2. Shade & Calibration

- a) Should you require a specific shade and/or calibration please clearly advise this detail in your purchase order, and we will endeavour to assist where possible.
- b) Shade requirements must be communicated and agreed between parties prior to importation and / or delivery wherever possible.
- c) It is generally not possible to guarantee exact shade matching, especially for multiple orders of the same item.
- d) Batches and shades can only be declared after production, and should matching be required this may lead to additional lead time and re-quoting of the material.

3. General Installation & Maintenance Guidelines

- a) It is imperative for installers to follow installation specifications developed by adhesive and grout professionals such as TAL, Weber Tylon and MAPEI.
- b) Installers must consult directly with these manufacturers for specifications prior to project commencement.
- c) It is not the responsibility of LGSS to source installation specifications for the project, this must be done by the installer concerned.
- d) For best results, installers must closely follow these industry standard installation and maintenance guidelines available on the [LGSS website](#).

4. Tile Installation & Product Warranty Information

- a) a. Tile warranties will only be valid should the following document be followed (available on the [LGSS website](#)).
- b) b. Cleaning and Maintenance:
 - i. Important: Tiles require an initial once-off purge (light acid wash) post installation to remove cementitious residue and return tiles to their original state.
 - ii. Please especially take extra care for rough and non-slip tiles where the grout and tile adhesive should be removed as early after installation as possible, as the residue becomes very difficult to get off the textured tile.
 - iii. It is not the responsibility of LGSS to clean the tiles post installation, and proper cleaning methods from independent professional bodies available on the [LGSS website](#).
- iv. Should the above materials not be available, then alternative cleaning products can be requested. It is vital that professional cleaning advice be followed to ensure easy on-going maintenance and tile longevity.
- v. To limit damage to the tiles, we recommend that they are suitably protected during and after installation until construction has ceased. This must be agreed between installer and principal contractor prior and included at tender stage.
- vi. All tile warrantees shall be declared null and void should they be subject to incorrect cleaning methods.
- c) LGSS can accept no liability whatsoever for the condition of tiles once installed. Should any tile defects be identified these must be raised with LGSS prior to installation taking place.

Engineered Oak

Best Practice & Product Specific Information

1. Payment & Reserving Of Stock

- a) The quotation is for supply of product only, unless otherwise stated.
- b) Full payment for the product is required prior to delivery to site of the materials.
- c) A 50% deposit secures the stock, with the remaining payment required prior to delivery.
- d) Stock can be temporarily reserved for a maximum of 10 working days during which time a non-refundable deposit of 50% of the value of the order is required.
 - i. Should this payment not be received during this period then the reserve will fall away and stock will immediately be subject to daily sales
- e) The oiling and oak treatment process will only take place once payment is received in full.
- f) Credit Cards will not be accepted for payment purposes of oak product orders.

2. Oak Installation Best Practice

- a) The concrete sub-floor must have a moisture level below 5% prior to commencement of the installation. All product warranties offered will fall away should this condition not be met.
- b) A moisture barrier must be applied to the floor substrate prior to commencement of installation. If a customer declines a moisture barrier, all product warranties will be declared null and void, and LGSS will not be held responsible for any product damages thereafter.
- c) The client or building contractor must ensure a level floor is provided. LGSS cannot be held responsible if the floors are laid on an uneven substrate, as hollow spots could result. Our installation teams will comment on this aspect prior to installation
- d) The boards require a minimum of 48 hours to acclimatise on site. Please take this lead time into account when ordering.
- e) If the product is quoted as oiled on site, a dust-free environment is required to enable a top quality oil finish. A site inspection will take place prior to commencement.
- f) The client needs to ensure a high quality screed is provided (regardless of whether a renovation or new build), with a minimum of 20 Mpa, and a minimum grab strength of 25 N/mm.
- g) Prior to installation commencement, please ensure a clean and dust free floor.
- h) Should there be existing skirtings in place, it is suggested that these are removed prior to installation commencement. Should alternative skirting solutions be required please consult us.
- i) An expansion gap of 15-18mm should be left between the edges of the engineered oak planks and internal walls, and hence a skirting or quarter round of a minimum of 20mm will be required.
- j) Screed must be level with a tolerance of 2mm variance per running meter and at the correct height to accommodate the oak boards where other types of flooring are met.
 - i. Thickness of materials must be checked by the builder prior to sub-level preparation.
 - ii. Incorrectly built levels causing height variations of the flooring to other surfaces (such as tiles or door sliders) will not be the responsibility of LGSS. Remedial work as a result of this will be at the client's expense.
- k) LGSS will not be held responsible for any hollow spots as a direct result of an uneven sub floor.
- l) With pre-finished oak flooring, no on-site treatment to the floors is undertaken unless agreed and quoted separately.
- m) Following installation, the client should notify LGSS within 7 calendar days of any reasonable snags

- n) Underfloor heating:
 - i. It is recommended that 85% of the selected room area to be simultaneously heated and limited to a maximum of 27 deg C with a cut-off probe under the floor.
 - ii. We recommend the “out-in” system as we would need to bond the flooring to the original substrate.

3. General

- a) Wood is a natural product with inherent characteristics such as varying tonality, colour, frequency and size of knots, veining and other natural imperfections. The samples presented are only a representation of the final finished product.
- b) Samples presented will vary in tonality and knot frequency within the same batch of wood. We will endeavour to match the colour as close to the original sample as possible, but a cannot guarantee an exact match (a variance is always expected, as this is the appeal of a natural product).
- c) No sorting of materials due to perceived colour issues will be permitted.
- d) Exposure to natural elements such as varying temperatures, moisture, humidity and other environmental factors can have an influence on the final installed product. As expansion and contraction will also take place, the floor will take a period of time to ‘settle’ which may include, but not be limited to, slight joint opening, minor surface undulations and colour change.
- e) It is the clients responsibility to ensure oak grading is understood, and to request a sample board or mock-up of the final product to ensure expectations are met. Once oiled or treated, oak flooring can’t be rejected or returned.
- f) Solid wood and Engineered wood flooring are natural products, and thus there will be minor imperfections in the timber. It is normal for gaps up to 2mm can to develop in the dry months, as well as in areas that receive a lot of sun. LGSS cannot be held responsible for this occurrence.

2. Floor Protection & Avoiding Damage To Floors

- a) During and post installation it is imperative that the client/site manager understands that it is their sole responsibility to ensure that the floors are protected.
- b) Upon completion of floors, it is recommended for all furniture to have protectors fitted and walk-in mats should be provided on all external doors to prevent scratching and damage to floors.
- c) LGSS cannot be held responsible for damaged floors as a result of, but not limited to:
 - i. Water damage through leaks in plumbing, geysers, roofs, sliding doors and bathrooms or similar.
 - ii. Floors and surfaces that are scratched, stained, or damaged due to negligence by other parties or circumstances outside of our control.
- d) Should the above situations occur, all product warranties will be declared null and void for the entire installation.
- e) LGSS cannot be held responsible for scratches to the wood after installation. Any additional applications or remedial work required to remove scratches, scuffs or marks sustained during or after installation will constitute a new quotation.
- f) LGSS cannot be held responsible for any damage to floors caused by excessive underfloor heating (as per outlined recommendations in point 2 (n) above).

5. Product Warranty

- a) LGSS offers a 2 year guarantee and warrants that the oak flooring supplied is fit for purpose and will perform according to ISO standards based on the floor being installed strictly to above mentioned specifications
- b) Should the product be proven beyond reasonable doubt to have an inherent latent defect and the above installation specifications have been followed, LGSS undertake to replace the timber boards and rectify the installation in the areas concerned.
- c) This guarantee is subject to the full payment of the account and LGSS reserves the right to revoke the guarantee due to any issue with payment as outlined in our General Terms and Conditions.
- d) For oiled floors:
 - i. In the first two years, the floor must be maintained through application of an oil during a buffing process once per year.
 - ii. Oiled floors must be cleaned with a special detergent specific for oak flooring. Cleaning Instructions can be requested from your LGSS representative.
- e) For varnish/lacquer floors:
 - i. In the first two years, the floor will have to be maintained through application of prescribed maintenance products.
 - ii. Varnished floors must be cleaned with a special detergent specific for oak flooring. Cleaning Instructions can be requested from your LGSS representative.
 - iii. The product warranty will be deemed null and void should the oak flooring not be cleaned properly according to recommendations available from your LGSS representative.

Luxury Vinyl Tiles (LVT)

Best Practice & Product Specific Information

1. Payment & Reserving Of Stock

- a) The quotation is for supply of product only, unless otherwise stated.
- b) Full payment for the product is required prior to delivery to site of the materials.
- c) A 50% deposit secures the stock, with the remaining payment required prior to delivery.
- d) Stock can be temporarily reserved for a maximum of 10 working days during which time a non-refundable deposit of 50% of the value of the order is required.
 - i. Should this payment not be received during this period then the reserve will fall away and stock will immediately be subject to daily sales
- e) The oiling and oak treatment process will only take place once payment is received in full.
- f) Credit Cards will not be accepted for payment purposes of oak product orders.

2. LVT Installation Best Practice

- a) For detailed installation information across the various vinyl types, please follow the links below:
 - i. Home (2mm thick glue down LVT with 0.3mm wear layer): available on the [LGSS website](#).
 - ii. Supa-Stick: (2.5mm thick glue down LVT with 0.5mm wear layer): available on the [LGSS website](#).
 - iii. Supa-Click / SPC: available on the [LGSS website](#).
- b) Important points to note for contracted installers:
 - i. A concrete floor must have a moisture level of below 5%. Installation cannot take place until this moisture level is met.
 - ii. Material to be fitted must acclimatise on site for at least 48 hours. (to be placed in the area in which the installation is to be done)
 - iii. It is imperative for an experienced and accredited vinyl installer to be contracted in order to maintain the product warrantee and achieve best results.
 - iv. The use of a 2mm self-levelling screed is recommended to ensure a flat finish and reduce long term damage. The 2-3mm self-levelling screed eradicates any etch marks, undulations, divots and imperfections in the sub-floor. Should this not be used, product guarantees will fall away.
 - v. LGSS will not be held responsible for any hollow spots as a result of an uneven sub-floor due to lack of or poor quality self-levelling screed. Furthermore, these can cause the product to be punctured through the use of high heels or other sharp objects under-foot.
 - vi. Underfloor heating:
 - 1. In a situation where underfloor heating is used, we recommend that 85% of the selected room area to be simultaneously heated and limited to a maximum of 27 deg C with a cut-off probe under the floor.
 - 2. We recommend the "out-in" system as we would need to bond the flooring to the original substrate.
 - 3. Should the floor over heat, causing any damage to the vinyl, we cannot be held responsible.
 - vii. Upon completion of installation, it is the owners / building contractors responsibility to take measures to protect the floors against damage by other trades. LGSS accepts no responsibility should damage occur and should repair work be required this will be quoted separately.

3. Product Warranty

- a) LGSS offers a 2 year guarantee on the full vinyl product, subject to all installation guidelines followed herein being adhered to.
 - i. This includes the requirement that the sub-floor is SANS compliant and levelled with a self-levelling screed product. (Please also note the guarantee does not include scratching of the product)
 - ii. LGSS will honour a 15 year guarantee on the wear layer of LGSS Legno Home LVT products on residential applications.
- iii. A 10 year guarantee on the wear layer of LGSS Legno Supa-Stick LVT products will be provided on light commercial applications.
- iv. Product warranty will be declared null and void should these guidelines not be followed: available on the [LGSS website](#).

4. LVT Installation Best Practice

- a) For best results please ensure these guidelines are closely followed.
 - i. Home (2mm thick glue down LVT with 0.3mm wear layer): available on the [LGSS website](#).
 - ii. Supa-Stick: (2.5mm thick glue down LVT with 0.5mm wear layer): available on the [LGSS website](#).
 - iii. Supa-Click / SPC: available on the [LGSS website](#).

Supply & Installation Terms & Conditions

Installation undertaken by LimeGreen Sourcing Solutions for oak & vinyl floors

1. Installation Rates & Payment Terms

- a) The quotation is for supply of product only, unless otherwise stated.
- b) Full payment for the product is required prior to delivery to site of the materials.
- c) A 50% deposit secures the stock, with the remaining payment required prior to delivery.
- d) Stock can be temporarily reserved for a maximum of 10 working days during which time a non-refundable deposit of 50% of the value of the order is required.
 - i. Should this payment not be received during this period then the reserve will fall away and stock will immediately be subject to daily sales
- e) The oiling and oak treatment process will only take place once payment is received in full.
- f) Credit Cards will not be accepted for payment purposes of oak product orders.

2. General

- a) No self-levelling screed has been included in the installation quotation, unless otherwise specified on the quotation.
- b) Stock must acclimatise on site for at least 48 hours prior to installation. It is the clients responsibility to ensure stock can be delivery timeously, and also to ensure the stock is safely stored on site.
 - i. LGSS will not take responsibility for any stock damaged or stolen off site.
- c) All building operations that may cause damages to floor coverings are to be complete and the built site to be free of other trades prior to installation.
 - i. If other trades are not complete prior to installation commencement, LGSS reserves the right to postpone installation until completion of other trades.
- d) Special additional options such as nosing's, trims, skirtings and staircases will be quoted separately upon site inspection.
- e) Regardless of the initial estimated quantities outlined on the quotation, the final invoiced quantities will be subject to site changes and final measurements.
- f) All areas should be cleared of furniture and valuables prior to installation.
 - i. LGSS will not be held responsible for any damages or loss of property during the installation.
 - ii. The quotation does not include the moving of large items of furniture – this should be done by the client prior to commencement of installation.
 - iii. Should the LGSS installation team attempt to assist with moving of furniture, no claims will be entertained by LGSS should any damage to furniture etc occur
- g) A job card will be started and completed at the end of the installation.
 - i. Any snags are to be highlighted on the job completion card upon final walk-around. These will be attended to within 7 days, provided that:
 - 1. These are agreed upon with client
 - 2. These are part of the usual installation process (and as a result thereof)
 - 3. These are not caused by actions outside of the installation team.
- h) The Customer and or Main Contractor expressly agree that the provisions of the JBCC Contract (if any) between the Customer and the Main Customer / Main Contractor will not be applicable to LGSS as a selected subcontractor and that LGSS will accept

it's appointment only on the terms and conditions contained herein.

- i. All other trades should be completed prior to installation of floor, and should this not be the case, LGSS reserve the right to postpone installation until completion of other trades.
 - ii. If installation dates are set and the installation is delayed due to adverse site conditions, a minimum call out fee of R1000 ex vat (per day) will be charged.
 - iii. Should re-scheduling of installation be required due to site conditions or delays on site, LGSS will endeavour to re-schedule to a favourable date, but can't guarantee that this will meet the project program.
- j) It is the responsibility of the client and/or the clients appointed architect/designer/project manager to ensure the set out points and any specific laying patterns are communicated prior to installation.
- i. Should notification not be given prior to commencement, our installers will use their discretion and install in a direction they deem the most appropriate.
 - ii. No recourse against LGSS will be entertained should the client not accept the chosen layouts or patterns installed.
- k) Skirtings:
- i. Unless specified, skirtings are not included in the quotation.
 - ii. LGSS will not take responsibility for any misaligned skirting boards or gaps between the wall and the skirting board as a result of crooked walls and/or poor skimming of walls.
 - iii. Should existing skirting be in place, it is suggested that the client removes these prior to installation commencement. LGSS will not be held responsible for removing or refitting of old skirtings.
 - iv. These will be supplied and fitted after completion of the installation.
 - v. An expansion gap underneath the skirting of 15-18mm is required when installing the floor and therefore the skirting needs to be a minimum of 20mm thick to cover this gap.
- l) Should there be any expressed requirement for Health and Safety files, Letters of Good standing, etc to be compiled and present on site during installation then all costs associated with generating these documents will be an additional charge for the client's account.
- m) 220 Volt power must be made available on site in order to operate the electrical tools required.

Contact Us.

Our wide range of premium luxury vinyl tile flooring is available directly from our showroom and factory in Cape Town as well as from our satellite office in Johannesburg.



Cape Town +27 (0)21 447 2254 cpt@lgss.co.za

Johannesburg +27 (0)11 325 2893 jhb@lgss.co.za

www.limegreenss.co.za