

RITESEAL'S STANDARD TERMS AND CONDITIONS

1. Quotations and Acceptance

- 1.1 Quotations issued by Riteseal are valid for 30 days unless otherwise stated in writing.
- 1.2 Acceptance of a quotation constitutes acceptance of these Terms and Conditions.
- 1.3 Riteseal reserves the right to inspect the site prior to commencement of works. If unforeseen conditions are discovered, Riteseal reserves the right to revise the quotation accordingly.
- 1.4 Quotations exclude all unseen, hidden, or latent defects, including those not reasonably detectable upon visual inspection at the time of quotation. Any remedial or additional works required shall be subject to a revised quotation.
- 1.5 Riteseal undertakes only the specific works expressly detailed in the accepted quotation. No guarantee is given that the works will resolve all water ingress issues unless explicitly stated in writing. Any areas, structures, or defects not specifically mentioned in the quotation are strictly excluded from Riteseal's scope of responsibility.
- 1.6 The Client acknowledges that no representations, statements, or assurances not expressly contained in the written quotation or these Terms and Conditions have been relied upon in entering into this agreement.
- 1.7 Riteseal shall not be responsible for compatibility or interaction between its works and any existing or third-party systems, coatings, membranes, or installations, whether applied before or after Riteseal's works.

2. Payment Terms

2.1 Quotations Below MUR 20,000

Full payment is required upon confirmation of the order.

2.2 Quotations Above MUR 20,000

A **60% deposit** is required upon acceptance, with the balance payable progressively or upon completion, unless otherwise agreed in writing.

2.3 Masonry Works

Masonry works including screeds or similar works must be settled in full upon completion unless otherwise agreed in writing.

2.4 Invoice Settlement

All invoices must be settled within **7 days** from date of invoice.

2.5 Down Payment Conditions

- Works will only be scheduled upon receipt of the down payment.
- Written or verbal confirmations without payment will not secure booking.
- Commencement dates are only confirmed after receipt of deposit.

2.6 Bank Charges

All bank transfer fees, commissions, or related charges shall be borne by the client.

3. Late Payment and Suspension of Works

- 3.1 Riteseal reserves the right to suspend works or withhold services if payments are overdue.
- 3.2 Riteseal may terminate the contract immediately if payment obligations are breached. The client shall remain liable for all costs incurred up to termination.
- 3.3 Overdue accounts may result in automatic blocking of credit facilities.
- 3.4 Riteseal reserves the right to take legal action to recover outstanding balances. All legal and recovery costs shall be borne by the client.
- 3.5 Riteseal reserves the right to issue interim invoices based on the progress of works completed. Such invoices shall be payable in accordance with the standard payment terms.

4. Cancellation

Cancellation of confirmed works shall incur a cancellation fee equal to ten percent (10%) of the contract value or the actual costs incurred by Riteseal up to the date of cancellation, whichever is higher. Such costs may include materials procurement, mobilization,

administrative expenses, and loss of scheduling. _____

5. Scheduling and Delays

- 5.1 Riteseal reserves the right to amend starting dates due to operational, technical, or weather-related reasons.
- 5.2 Riteseal shall not be liable for delays caused by:
 - Weather conditions
 - Client failure to provide site access
 - Lack of approvals or cooperation
 - External factors beyond Riteseal's control
- 5.3 Materials cannot be applied during or immediately prior to rainfall. Project duration may vary accordingly.
- 5.4 All project timelines are estimates only. Time shall not be of the essence, and Riteseal shall not be liable for any delay in completion arising from site conditions, weather, technical requirements, or other factors beyond its control.

6. Client Responsibilities

The client shall:

- Provide safe and unrestricted site access between **8:00 am and 4:30 pm weekdays**, unless otherwise agreed.
- Provide electricity supply suitable for site equipment.
- Provide water supply near work areas.
- Provide secure storage space for materials.
- Provide debris disposal area unless removal is quoted separately.
- Ensure plumbing, solar heaters, and related installations are free from leaks during and after works.
- Conduct preventive maintenance throughout the warranty period.
- Ensure that all existing systems, coatings, or previous works are disclosed to Riteseal prior to commencement. Riteseal shall not be liable for defects arising from undisclosed conditions.

Failure by the Client to comply with the above responsibilities may result in delays, additional costs, suspension of works, and/or voiding of applicable warranties. Riteseal shall not be liable for any resulting defects or damages.

7. Additional Works

The Client is solely responsible for ensuring the structural integrity, condition, and suitability of the substrate and building structure. Riteseal does not provide structural, architectural, or engineering design services unless expressly agreed in writing. Riteseal shall not be liable for defects arising from structural movement, substrate failure, or design deficiencies.

8. Subcontracting

Riteseal reserves the right to subcontract any portion of the works while remaining responsible for overall project delivery.

9. WARRANTY

9.1 Warranty Issuance

9.1.1 Warranty certificates shall only be issued after full settlement of all invoices related to the project.

9.1.2 Riteseal reserves the right to amend or limit warranty coverage if the quotation is partially accepted or if works are modified at the client's request.

9.2 Product Warranty

9.2.1 Subject to the terms and conditions of this Agreement, the applicable Warranty Certificate, and the manufacturer's requirements, Riteseal offers the following indicative warranty periods for waterproofing systems:

- Acrylic Waterproofing Systems: **5 to 8 years**
- Hybrid Polyurethane Waterproofing Systems: **8 to 10 years**
- Pure Polyurethane Waterproofing Systems: **12 to 15 years**
- Cementitious Waterproofing Systems: **8 to 10 years**

The applicable warranty period shall be specified in the accepted quotation and/or Warranty Certificate issued for the project.

Warranty coverage is subject to:

- Compliance with manufacturer specifications
- Proper installation conditions
- Suitable substrate condition
- Proper preventive maintenance by the client
- Absence of external damage or structural failure

9.2.2 The warranty period applicable to each project shall depend on the waterproofing system specified, substrate condition and preparation, site conditions, application in accordance with manufacturer specifications, and compliance with the warranty conditions and maintenance requirements. Warranty coverage remains subject to the terms, conditions, and limitations imposed by the manufacturer where applicable.

9.3 Workmanship Warranty

9.3.1 Riteseal provides a one (1) year workmanship warranty commencing from the date of practical completion or final invoice, whichever occurs later.

9.3.2 The workmanship warranty covers defects directly resulting from improper installation or application performed by Riteseal.

9.3.3 The workmanship warranty period reflects standard industry practice whereby workmanship defects, if any, typically become evident within the first year following completion of works.

9.3.4 Any failure arising after the workmanship warranty period that is not directly attributable to product failure shall not be considered a workmanship defect.

9.4 Warranty Conditions

All warranties are strictly subject to the following conditions:

- Full payment of all invoices
- Compliance with preventive maintenance requirements
- No structural movement or building defects
- No third-party interference or modification
- No misuse, negligence, or abnormal usage
- Proper functioning of plumbing, solar heating, drainage systems, and related installations

Failure to comply with these conditions may render the warranty null and void.

9.5 Preventive Maintenance Responsibility

9.5.1 Preventive maintenance during the warranty period remains the sole responsibility of the client.

9.5.2 The client must ensure that water pipes, solar heater valves, drainage systems, and other installations do not leak or compromise waterproofing integrity.

9.5.3 Failure to carry out adequate maintenance may void the warranty.

9.6 Warranty Repairs

9.6.1 Repairs conducted under warranty do not extend or renew the original warranty period.

9.6.2 Riteseal shall endeavour to attend to approved warranty repairs within a reasonable timeframe; however, no fixed repair timeframe is guaranteed.

9.7 Warranty Claim Notification

9.7.1 Clients must notify Riteseal of any defect or dissatisfaction within seven (7) days of discovery or completion of works, whichever is applicable.

9.7.2 All warranty claims must be submitted in writing via:

- Email to Riteseal's official address warranty@riteseal.mu or
- Registered post to Riteseal's office

Verbal complaints shall not be considered valid warranty claims.

9.7.3 Warranty Claim & Repair Process

All warranty claims shall be administered in accordance with Riteseal's Warranty Claim & Repair Process as amended from time to time. The Warranty Claim & Repair Process is intended to provide guidance regarding the administrative and operational handling of warranty requests, inspections, assessments, approvals, repairs, and claim closure. In the event of any inconsistency between the Warranty Claim & Repair Process and these Terms and Conditions, these Terms and Conditions shall prevail.

9.8 Warranty Claim Assessment and Investigation

9.8.1 All warranty claims shall be processed in accordance with Riteseal's Warranty Claim & Repair Process and shall be subject to a formal internal investigation conducted by Riteseal prior to approval of any repair works.

9.8.2 Submission of a warranty claim does not constitute acceptance of liability by Riteseal.

9.8.3 Riteseal reserves the right to:

- Inspect the affected areas
- Request supporting documentation
- Conduct technical testing
- Assess site conditions and external contributing factors

9.8.4 Warranty repairs shall only be undertaken once Riteseal has issued written confirmation approving the claim.

9.8.5 The timeframe required for investigation shall be considered reasonable and may vary depending on technical complexity, site access, or external factors.

9.9 Warranty Claim Classification

Following investigation, all claims shall be classified by Riteseal into one of the following categories:

a) Valid Workmanship Failure

Defects directly resulting from improper installation or application by Riteseal that do not comply with accepted installation standards or manufacturer specifications.

b) Material Failure (Supplier Responsibility)

Defects arising from failure of materials supplied by third-party manufacturers. Such claims shall be handled in accordance with the supplier's warranty terms and may require manufacturer testing or technical reports.

c) Maintenance Failure or Client Misuse

Defects or damage resulting from lack of preventive maintenance, plumbing leaks, misuse, neglect, or failure to comply with maintenance recommendations.

d) Structural Movement or Building Defects

Defects resulting from structural settlement, substrate failure, cracking, design defects, or other building-related issues outside Riteseal's scope of responsibility.

e) Outside Warranty Period

Claims submitted after expiration of the applicable warranty period.

9.10 Claim Determination Rights

9.10.1 Riteseal reserves the exclusive right to determine the classification and validity of warranty claims based on its technical findings and supporting evidence.

9.10.2 Where claims fall under categories:

- Material failure
- Client maintenance failure or misuse
- Structural defects
- Expired warranty

Riteseal may, at its discretion, submit a quotation for remedial works at the client's expense.

9.11 Structural and External Exclusions

9.11.1 Riteseal shall not be responsible for waterproofing failure resulting from:

- Structural defects or movement
- Substrate failure
- External leaks or water ingress not related to Riteseal's scope of works
- Third-party works or alterations

In such circumstances, warranty coverage shall be void.

9.12 Limitation of Warranty Scope

9.12.1 Warranty coverage is limited strictly to the areas and scope of works outlined in the original quotation.

9.12.2 Riteseal shall not be liable for indirect, consequential, or loss of income damages arising from waterproofing or construction works.

9.13 Swimming Pool Waterproofing Works Warranty

9.13.1 Where Riteseal has been contracted to carry out waterproofing works to any swimming pool structure, Riteseal warrants that the waterproofing system installed shall perform its intended watertight function for a period of ten (10) years from the certified date of practical completion of the waterproofing works.

9.13.2 This warranty shall apply solely to defects directly attributable to faulty workmanship or defective waterproofing materials supplied and installed by Riteseal as part of its contractual scope of works.

9.13.3 Notwithstanding the above, this warranty shall automatically become null and void in the event of:

- a) Structural movement, settlement, shrinkage, or cracking of the pool shell and/or surrounding structure;
- b) Failure or defects in the concrete substrate, screeds, renders, tiling systems, or finishes not executed by Riteseal;
- c) Hydrostatic pressure, groundwater ingress, or any external water table influence;
- d) Inadequate structural or hydraulic design of the pool;
- e) Mechanical damage, misuse, negligence, or lack of proper maintenance;
- f) Any alterations, modifications, repairs, or penetrations carried out by third parties without Riteseal's prior written consent;
- g) Leakage or failure of pipework, fittings, skimmers, lights, inlets, outlets, or any service penetrations not waterproofed by Riteseal;
- h) Chemical imbalance of pool water including excessive chlorine, acidity, or aggressive treatment causing deterioration of finishes or waterproofing components;
- i) Failure of sealants at movement or expansion joints unless expressly included within Riteseal's contractual scope.

9.13.4 Furthermore, this warranty shall remain strictly subject to the following conditions:

- a) The pool shall be filled progressively only after the recommended curing period communicated by Riteseal;
- b) The pool shall not be emptied without Riteseal's prior written notification and approval;

- c) Routine inspection and maintenance of tiles, grout joints, sealants, and associated finishes shall be undertaken by the Client;
- d) Full and final payment of all sums due under the Contract shall have been received by Riteseal.

9.13.5 Any claim arising under this warranty must be notified to Riteseal in writing within seven (7) days of the first appearance of the alleged defect in accordance with Clause 9.7. 9.13.6 Riteseal's liability under this clause shall be strictly limited to the repair or reinstatement of the defective waterproofing system only and shall exclude any liability for consequential loss, water loss, damage to finishes, loss of use, or any indirect or associated costs whatsoever.

9.14 No Guarantee of Complete Waterproofing

Unless expressly stated in writing, Riteseal does not guarantee that the works will completely eliminate all water ingress, particularly where such ingress is caused by structural defects, design limitations, or factors beyond Riteseal's control.

10. Complaints and Defects Notification

10.1 Clients must notify Riteseal of dissatisfaction or defects **within 7 days** of completion.

10.2 Complaints must be submitted in writing via:

- Email: complaint@riteseal.mu
- Registered post to Riteseal's office

11. Liability and Indemnity

11.1 Riteseal shall not be liable for indirect, consequential, or loss of income damages.

11.2 Riteseal shall not be responsible for damage to hidden or deteriorated services including cables, pipes, air conditioning lines, or utilities.

11.3 Repair of damaged utilities may be undertaken upon client request and subject to separate quotation approval.

11.4 The client indemnifies Riteseal, its staff, and subcontractors against damages arising from execution of agreed works except where caused by proven negligence.

11.5 Notwithstanding any other provision, Riteseal's total cumulative liability arising out of or in connection with the contract shall not exceed the total contract value or MUR [insert amount – e.g. 10,000,000], whichever is lower.

11.6 Riteseal's liability shall in all cases be limited to the extent covered under its applicable insurance policies, including Contractor's All Risk (if necessary) and Third-Party Liability insurance.

11.7 Riteseal shall not be liable for any loss or damage caused by third parties before, during, or after the execution of the works, including but not limited to other contractors, service providers, or the Client.

12. Ownership of Materials & Variation

While every effort will be made to match samples or specifications, minor variations in colour, texture, or finish shall not constitute a defect and shall not entitle the Client to reject the works or withhold payment.

All materials supplied remain the property of Riteseal until full payment is received. Riteseal reserves the right to remove supplied materials in case of non-payment where legally permissible.

13. Surveillance and Project Monitoring

Riteseal reserves the right to install temporary surveillance cameras for site monitoring, safety, and project documentation. Footage shall remain confidential and used solely for operational and security purposes unless required by law.

14. Marketing Rights

Riteseal may use photographs or videos of completed works for promotional purposes unless the client objects in writing prior to commencement.

The Client may not assign, transfer, or cede any rights or obligations under this agreement without the prior written consent of Riteseal.

15. Dispute Resolution

Any dispute shall be resolved through arbitration under the laws of Mauritius. The arbitrator's decision shall be final and binding.

16. Force Majeure

Riteseal shall not be liable for failure or delay in performance caused by events beyond reasonable control including but not limited to natural disasters, labour disputes, material shortages, or government restrictions.

17. Severability

If any provision of these Terms is deemed unenforceable, the remaining provisions shall remain valid.

18. Amendments

Riteseal reserves the right to amend its administrative procedures, forms, warranty claim processes, inspection reports, and internal operating procedures from time to time without affecting the validity of these Terms and Conditions.

19. Entire Agreement

These Terms and Conditions constitute the entire agreement between the parties and supersede prior agreements or understandings.