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 Where hidden or previously unidentified inadequate roof falls, depressions or drainage conditions are discovered that may cause ponding, Riteseal reserves the right to submit an additional quotation for the necessary corrective works. Where such corrective works are considered necessary for the proper performance of the waterproofing system, completion of these works shall be a condition of the stated warranty applying to the affected area.
1.6 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.
1.7 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.
1.8 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. Structural Responsibility

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
- Completion of any corrective slope, levelling or drainage works identified by Riteseal as necessary for the proper performance of the waterproofing system.

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 To the fullest extent permitted by law, Riteseal shall not be liable for any indirect or consequential loss, including loss of income, profit, business opportunity or use.
11.2 Riteseal shall not be responsible for damage to concealed, unmarked or deteriorated services, including cables, pipes, air-conditioning lines and other utilities, where such services were not disclosed by the Client and could not reasonably have been identified during a visual inspection, except to the extent caused by Riteseal's proven negligence.
11.3 Where damage occurs in the circumstances described in Clause 11.2, any repair or reinstatement requested by the Client may be undertaken by Riteseal, subject to a separate quotation and the Client's approval.
11.4 The Client shall indemnify Riteseal, its employees and subcontractors against third-party claims, losses or damages arising from:
a) inaccurate or incomplete information provided by the Client;
b) undisclosed defects, services or hazardous conditions;
c) unsafe or restricted site access;
d) interference with the works; or
e) the acts or omissions of the Client, other contractors or service providers, except to the extent caused by Riteseal's proven negligence.

11.5 To the fullest extent permitted by law, Riteseal's aggregate liability arising out of or in connection with the Contract shall not exceed the total Contract value. This limitation shall not apply where prohibited by law.
11.6 Any insurance maintained by Riteseal shall remain subject to the applicable policy terms, limits, deductibles and exclusions. The existence of such insurance shall not increase or extend Riteseal's liability beyond the limits stated in these Terms and Conditions. Contractor's All Risks insurance is excluded unless expressly included in the accepted quotation or agreed separately in writing.
11.7 Riteseal shall not be liable for any loss or damage caused by third parties before, during or after execution of the works, including other contractors, service providers or the Client, except to the extent that Riteseal's proven negligence directly caused or contributed to such loss or damage.

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.

20. EXTERIOR CLEANING, PRESSURE WASHING AND SOLAR PANEL CLEANING

20.1 Applicability

This clause applies to pressure washing and cleaning of roofs, façades, walls, paving, driveways, decks and other exterior surfaces, together with solar panel cleaning. It shall be read together with the accepted quotation and the remaining provisions of these Terms and Conditions.

20.2 Scope and Cleaning Method

Works are limited to the surfaces, areas and services expressly stated in the accepted quotation. Riteseal may adjust the cleaning pressure, tools, products and methods to suit the condition of each surface. Additional areas, heavy contamination or specialist treatments require the Client's approval and may be charged separately.

20.3 Cleaning Results

Riteseal shall use reasonable care to remove accessible surface dirt, dust, algae, mould and loose deposits. Complete removal of permanent stains, oil, rust, paint marks, mineral deposits, discolouration or deeply embedded contamination cannot be guaranteed.

20.4 Existing Surface Condition

The Client shall disclose any known fragile, defective or recently repaired surfaces before work begins. Riteseal shall not be responsible for loss or damage caused by pre-existing cracks, loose paint, weak render, defective joints, damaged tiles, deteriorated sealants, corroded fixings or inadequately secured components, except to the extent caused by Riteseal's proven negligence.

20.5 Water Ingress

The Client shall ensure that doors, windows and other openings are properly closed and watertight. Riteseal shall not be responsible for water penetration through existing defects, failed seals, vents, openings or defective roof and façade components, except to the extent caused by Riteseal's proven negligence.

20.6 Utilities and Site Preparation

Water, electricity and safe access shall be provided in accordance with Clause 6 unless otherwise stated in the quotation. The Client shall remove or protect vehicles, furniture, decorations, electrical equipment, pets, plants and other sensitive items from the work area. The Client shall notify Riteseal of any surface or item requiring special protection.

20.7 Cleaning Products

Where detergents or treatment products are included, Riteseal shall select products considered suitable for the stated surface and contamination. The Client must disclose known sensitivities, special coatings, nearby ponds, water tanks, planted areas or drainage restrictions before work begins.

20.8 Access and Safety

Prices are based on the access conditions known when quoting. Scaffolding, lifting equipment, roof-access systems, traffic control or additional safety measures are excluded unless expressly included in the quotation. Riteseal may postpone or suspend work where access or site conditions are considered unsafe.

20.9 Solar Panel Cleaning

Solar panels shall be cleaned using suitable low-pressure methods and non-abrasive tools. High-pressure washing shall not be applied directly to solar panel assemblies. Unless expressly included in the quotation, the service excludes electrical testing, repairs, dismantling, resealing, fault diagnosis and performance certification.

20.10 Solar Equipment and Performance

The Client shall disclose known defects and provide any manufacturer-specific cleaning requirements. The Client shall arrange any electrical isolation or specialist attendance required for safe access. Riteseal shall not disconnect or work on electrical components and does not guarantee any specific increase in energy production following cleaning.

20.11 Weather, Runoff and Disposal

Works may be postponed or suspended due to rain, strong winds, excessive heat, unsafe roof conditions or other circumstances affecting safety or cleaning quality. Unless expressly included in the quotation, specialist containment, treatment or disposal of wastewater, sludge, hazardous materials or contaminated debris is excluded.

20.12 Completion, Complaints and Re-soiling

Cleaning results shall be assessed upon completion. Any complaint concerning missed areas or alleged damage must be submitted in accordance with Clause 10 and within seven (7) days of completion. Cleaning services carry no ongoing warranty against the return of dust, dirt, algae, mould, bird droppings or other environmental contamination.