

The Yard

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The Antique Building Yard Terms and Conditions for Flooring and Restoration

Thank you for choosing The Antique Building Yard, and We look forward to working with you (—Youll or —Yourll or the —Customerll) on Your home improvement project (the —Servicesll). Wood floors add value and beauty to your home but, as with any major improvement, you should expect some disruption and inconvenience. We will employ our experience, the latest equipment, and the most environmentally safe materials to complete the work with the least possible disruption to your life. However, there are several things you should be aware of to make the installation or refinishing of your new floors go as smoothly as possible. We hope that the information provided here increases your understanding and enjoyment of the floors in your home.

Wood is a natural product.

No two floorboards will be identical. Variations in appearance are completely normal. As your floor ages, some color change will occur, especially with exotic woods. This photosensitivity is normal but can be minimized by limiting exposure to direct sunlight and periodically moving furniture and rugs. Wood is a hygroscopic material. This means when wood is exposed to air it will dry out or pick-up moisture until it is in equilibrium with the humidity and temperature of the air. Cracks are normal as well and will appear and disappear between floorboards during seasons of high and low humidity. We recommend a constant 35%-40% humidity level year-round to minimize floor movement. Neglecting the suggested humidity levels will result in voiding the wood and work warranty.

Worksite requirements and expectations for floor installation

There are several factors that need to be taken into consideration for the installation or refinishing of your floors to be successful. Additionally, you should understand what we do while working on your floors. Site requirements:

1. The building should be completely closed in with outside windows and doors in place.
2. All wet trades (drywall, paint – all surfaces at least primed, ceramic tile, etc.) should have completed their work before arrival—except to complete any required touch-up work following the Yard work as referenced in the —Sand and Finish Expectationsl section below.
3. Concrete and drainage work should be completed before The Yard arrives.
4. Air conditioning, heating and ventilation systems should be operating. The temperature and relative humidity should be at —normal living conditionsl, that is 35%-40% humidity between 65- and 75-degrees Fahrenheit.
5. Furniture, appliances and old floor coverings should be removed from rooms where wood flooring is to be installed or refinished.

6. If appliances are not removed or disconnected The Yard can only refinish the floor around them and try to minimize the sanding separation line.
7. When parking is offered in the client's garage, our company is not responsible for any damage or malfunction of the garage door after or during the time we spend at the location. Poorly maintained and old garage doors are prone to break at any given moment. The Yard presence at the property will not be related to any future malfunction of the garage door.
8. Minor damages to the drywall can occur while handling wood boards or when removing the baseboards where necessary. The Yard would not be responsible for fixing the wall damages resulted from working on the floor and not higher than 10 inches from the floor.

Staircases

The Yard does not build or rebuild staircases. The company provides wood covering of the existing staircase structure. We do our very best to discover and correct existing imperfections on the existing staircase, but we are not to be held responsible for any imperfections that may result from a faulty built staircase structure. We are only responsible for the integrity and the quality of the wood covering the existing staircase. Faulty structures may result in unlevelled steps, squeaks and abnormal gaps between risers, treads and the wood sides of the existing staircase. Our company may choose to caulk a few abnormal gaps but is the duty of a professional painter to caulk and paint risers and sides after the flooring work is complete. This section applies to all irregular building work where other building contractors were used.

Sand & Finish Expectations

1. There will be noise, dust and some fumes during the sanding and finishing process. Dustless systems can minimize debris, but no system is 100% effective.
2. We will seal off the work area and protect finished surfaces as needed except for baseboards as explained in number 7 below.
3. It is Your responsibility to keep pets and kids away from the work area, and The Yard is not responsible for any such injury or anything related. See —Use of Chemicals below.
4. We will show you samples of stains right on the floor before the floor is completely sanded. The stain will be verbally approved by the owner and once applied there is no manner or procedure of changing it unless the floor is sanded and re stained at an additional cost. The Yard is not responsible for color changes once the stain has been selected by the owner.
5. We do not match stains and we do not guarantee a 100% match between the new floor and any existing stained wood. We will use our skills and knowledge consistent with industry standards to find the best matching stain, but the ultimate decision is made only by the owner/client.
6. There shall be no traffic on the floor other than the flooring crew during the entire process of refinishing from start until the last coat of finish has dried. Any damage to the floor or finish resulting from disregarding The Yard's advice shall be considered permanent or it may be corrected at additional cost.
7. When the work is completed, you are expected to hire a professional painter, at Your own expense, to paint or touch up paint on baseboards, trims, door jambs, risers, stringers, spindles, posts or any other painted trim connected to the floor. As much as we try to avoid affecting the baseboards and door trims during our work, minor damage to the baseboards and door trim is expected and inevitable, and You should be prepared to hire a professional painter at Your own expense to cure such damage. We recommend painters not use masking tape or other such covering on the floor for at least 2 weeks while the floor is curing.
8. After the finish has dried, we recommend putting felt pads on the bottoms of any furniture to minimize scratches and dents. Place scatter rugs at all entrances, avoiding those with rubber backs, which can discolor your floor.

9. The Yard is not responsible for moving and reconnecting appliances. A licensed plumber or electrician should be hired to reconnect any appliance or electric device.

10. The oil/water base finish will dry in 24-48hrs depending on the conditions. Air circulation and heat may speed up the process. Do not attempt to walk on the floor in less than 24hrs before touching the floor by hand and make sure it is dry. Raised humidity and cold weather may slow the drying process.

11. Do not put down area rugs until the finish has cured which is about 2 days for water base and 1.5-2 weeks for oil base.

Refinishing site Preparation:

Upon request they can seal any appliance, additional rooms, or fixtures desired by the owner. In multi-unit buildings the customer is advised to check with the building management if the neighbors were alerted about the work being performed. If any of the neighbors have questions about the work being performed, The Yard will be prepared to answer and explain the process. We believe that the work should begin only if all the neighbors are consenting and approving the work. The company is not responsible to announce the neighbors nor to explain the process after the work begun. Dustless systems are available upon request only and recommended where the negative air draft is too strong. Fans and air movers will be used where the space permits the placement. Use of Chemicals: The owner is hereby advised that a potential health risk may occur because of the application of cleaning agents, dust particles resulting from sanding, oil and water base finishes or any other chemical (collectively, 3 —Chemicals), used in the services listed on the Quote /Contract or verbally specified by a The Yards' representative. The Customer acknowledges reading a copy of the Material Safety Data Sheets (written by the manufacturers) of Chemicals used in performing the services. Upon the specific written request of the Customer, The Yard can provide all the information necessary. Customer further represents that he\she accepts all risk regarding Chemicals, or similar materials, set forth herein. Customer hereby releases and forever discharges The Yard Flooring / Floor Squad and its agents, principals, owners, shareholders, directors, managers, and employees from any and all claims as to injuries damages and health problems of any nature, whether known or unknown, suffered as a result of the application of Chemicals or similar materials.

Incorrect Expectations

The following is a list of informational expectations that the Customer should NOT expect:

1. A Tabletop Finish – Each piece of wood sands differently depending on the grain and milling, making it virtually impossible for a completely flat finish.
2. Dust Particle-Free Finish – It is not possible to achieve a —clean rooml environment and some dust and carpet fibers can be expected to fall on the freshly finished floor before it can dry completely. Minor imperfections in the finish will disappear generally within the first 60-90 days of living on the floor.
3. A Monochromatic Floor – Wood as a natural product varies from piece to piece. It is milled from a tree and will have grain and color variations consistent with the grade and species of hardwood selected.
4. A Floor That Will Not Scratch or Dent - Hardwood flooring can be dented by something as common as women's high-heeled shoes, a pet's claws, a cell phone, a baby toy etc. Varying species of hardwood foreign and domestic have different densities and will show damage less than others.

Inspecting your Floor in accordance with standard guidelines

Floors should be inspected from a standing position with shoes on under medium, natural lighting. Inspecting floors laying down, using canned lights, flashlights, magnifying glass or with glare from windows is not an acceptable method. When floors are site finished by hand, they may contain a slight amount of particulate such as hair, sanding marks and finish marks. This occurs as part of being a hand-built product in an open environment. We work extremely hard to minimize any imperfections. It is important for our clients to

understand that allowances are made by all flooring specialists and the manufacturers of the finishes and to have reasonable expectations for a finished floor. Industry standards allow for a small amount of sanding marks, buffer swirl marks and applicator marks. We take great care to smooth and level to the degree possible whatever imperfections may appear on the floor, but it is important to us to maintain the structural integrity of the floor. Handcrafted work of any kind should and will show unique signs that it is handcrafted. Some permanent marks like deep water stains, urine may not come off when floor is refinished. Upon request and with additional charges we can replace the damaged boards and further proceed with the refinishing process.

Maintaining your floors

Please see below The Yards' suggestions on maintaining Your floors:

1. Do not use sheet vinyl or tile floor care products on wood floors. Self-polishing acrylic waxes cause wood to become slippery and appear dull quickly.
2. Use throw rugs both inside and outside doorways to help prevent grit, dirt and other debris from being tracked onto your wood floors. This will prevent scratching.
3. Do not wet-mop a wood floor. Standing water can dull the finish, damage the wood and leave a discoloring residue.
4. Wipe up spills immediately with a slightly dampened towel.
5. Put fabric-faced felts under the legs of furniture to prevent scuffing and scratching.
6. Avoid walking on your wood floors with cleats, sports shoes and high heels. A 125-pound woman walking in high heels has an impact of 2,000 pounds per square inch. An exposed heel nail can exert up to 8,000 pounds per square inch. This kind of impact can dent any floor surface.
7. When moving heavy furniture, do not slide it on wood flooring. It is best to pick up the furniture completely to protect the wood flooring.
8. For wood flooring in the kitchen, place an area rug in front of the kitchen sink, dishwasher and stove.
9. Don't walk across your floor in muddy boots, stiletto heels, cleats or shoes with any abrasive objects stuck to the bottom of them as this may cause surface damage to the finish and the plank flooring itself.
10. Never allow standing water on your hardwood for any length of time. Clean up any spills immediately, house plants should have something between their pots and the flooring material.
11. Do not play with your dog on your floor. Animals have a hard time gaining traction on a finished wood surface resulting in scratches and compression marks in the wood itself.
12. Use a humidifier throughout the winter months to keep wood movement and shrinkage to a minimum.

Completion Certificates:

Upon Completion of the services customer agrees to inspect the services immediately and notify Company's crew of any complaints before they leave. To the extent that may validly do so, the parties agree that the service will be deemed to be fully acceptable if not notice of any defect in materials or workmanship is received by Company in writing within 3 days of completion of services. The 3 days allowed for any questions or concerns are more than enough to determine if the work is accepted or not. When the crew leaves the premises, the floor will have a fresh coat of finish. The floor will dry overnight into the finished product. Unless a walkthrough with our representative is possible, the owner is responsible to check the floor for any issues and notify the company. We do not ask for down payments on any refinishing work because we are confident in our performance and quality. After the payment was made and/or the furniture was placed back there is zero tolerance on call backs and touch ups.

Touch Ups:

For any issue mentioned within 3 days after completion, The Yard will send out a crew to fix it. The touch up will be scheduled in a timely manner based on the current schedule and availability. The company is not responsible for any fees

or charges the customer may be submitted to as a result of the delayed finishing time (Example but not limited to: accommodation fees, moving fees).

Liability:

The Yard shall not be liable for any damages caused by delay in rendering performance hereunder arising from any cause beyond the reasonable control of The Yard, or because of strikes, or third-party work stoppage.

IN NO EVENT SHALL THE YARD BE LIABLE TO THE CUSTOMER FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUE AND/OR PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IN NO EVENT SHALL THE

Integrity Protection:

The Yard will use its own employees or subcontractors to complete the contracted work. At any given time if an employee or subcontractor will offer their services to the Customer for future projects outside The Yards' employment or as a side job opportunity, the Customer will be charged the price of the contract, and criminal charges will be brought against the client and employee. Similarly, we respectfully request that Customers do not try to hire The Yards employees or subcontractors outside The Yard for future projects or for a side job opportunity. If the employees or subcontractors will notify the company about such an incident the company will file suit for damages of the cost of the project and more with a reward towards the employee loyalty. No Other Agreements or Representations: This Agreement and any attachments hereto constitute the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof and shall supersede all proposals, prior agreements and representations, oral or written, and all communications between the parties relating to the subject matter hereof. No representative of The Yard has the authority to make representations, guarantees, agreements or other promises other than an instrument in writing executed by the duly authorized officer of The Yard.

Payment:

Payments are due upon completion of work to Company's representative. Any payments made thereafter shall be delivered to Company's address as shown on the face of this Agreement within 3 days after completion. Any amount owing the Company and not paid within 5 days after due date shall bear interest at the lesser of 18% per annum or the highest interest rate until paid. Credit card payments are subject to additional fees representing the interest of the credit card company. Credit card charge backs (customer claims the transaction was fraudulent or the service was not satisfactory in order to force company into a credit card dispute without the resolution of an appropriate court) are considered fraudulent and will be penalized with a 20% per month until the amount was repaid. Dispute Resolution: Customer agrees to notify Company within three days after completion of the work of all complaints in writing and allow Company to inspect and/or correct any deficiencies in the services. Customer and Company agree that all disputes, controversies or claims regarding the inadequacy of services between Customer and The Yard arising from or relating to this Agreement, and/or the services to be provided by The Yard shall be submitted within 3 days of completion of the project. The Yard's image shall not be compromised in any way using defamatory reviews online on any website until a final resolution of an appropriate court was reached and awarded the customer as oppose The Yard. This Agreement shall be governed by and construed in accordance with the laws of South Africa, without giving effect to its conflict of law provisions.

Cost:

Should The Yard be required to bring an action to enforce the terms hereof or declare rights hereunder, The Yard shall be entitled to recover from Customer all costs and reasonable attorney's fees required in asserting its rights under this Agreement in any action, arbitration, trial or appeal. Enforceability: If any provision of this Agreement is deemed invalid, unenforceable, or illegal, the entire Agreement shall remain in full force and effect and the Arbitrator shall modify the invalid, unenforceable or illegal provision of this Agreement to the least possible extent as to not change or alter its original meaning. The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision. By signing the Quote provided or by verbally agreeing to let the company perform the quoted work You/the Customer confirms that You have read, understand, and agree to the above provisions of this Agreement.