

## FUSION FOAM's (FUSION) TERMS AND CONDITIONS – Updated 2017

- Customer to provide at their own expense waste disposal, bins and skips as may be required for all trimmings, off cuts and other items of waste generated as a result of the proposed works.
- In the case of roof and attics where a roofing membrane is present, FUSION recommends the installation of a vent spacer system. The installation of a ventilation system, however remains at the discretion of the customer.
- “Working Day” means any day of the week, between 0730 and 2100 hours, and including bank holidays, public holidays, and church holidays . FUSION shall be provided with full and unfettered access to the project address recorded in this quote , for each and every working day , required to complete the works , unless otherwise agreed in advance of the commencement of the works. Time required to complete the works shall be at the sole discretion of FUSION .
- Measurements & Depths : The following depths and measurement protocols which will apply in the event of the requirement to establish depths of product supplied as part of the quote. a) If a depth has not been specified in writing, in the quote, for a particular item of work then no average depth requirement is implied or can be construed by the customer. b) Due to the nature of the coatings and foams sprayed , FUSION cannot guarantee a particular finish or quality of finish, unless such finishes have been pre determined and agreed by both parties , prior to commencement. c) Depths of product referred to in the quote are average depths and not minimum depths. Average depths of installed product are established via depth cores typically taken every 5m<sup>2</sup> . d) No depths shall be recorded in void or crevassed areas of application e) In the case of roof areas all depths shall be measured from the roof felt or roof membrane inwards , including the void occupied by vents , spacer systems or card systems etc. i.e. no deduction of depth shall be made for installed ventilation, as such vents and voids are irregular and can be affected by the roof structure, piping and other obstructions. f) In the case of open cell foam average depths shall fall within a tolerance of +/- 25mm of the depth indicated in the quote and in the case of all other foams and hot sprayed coatings, the tolerances shall be +/- 15% of the average depth described in the quote. g) In the case where the filling product has been cut, cut flush or trimmed or modified post application, such treated areas are specifically excluded from average depth calculations and fall outside the remit of average depth investigations, as FUSION cannot guarantee minimum depths in areas where the installed product has been subsequently trimmed or modified, notwithstanding that such trimming and modifications may have been referred to in the quote. h) In cavities or areas where product is injected 'blind' no minimum depths of filling are implied or can be guaranteed by FUSION and no guarantee can be given by FUSION in relation to the % of the cavities or voids that may or may or may not have been filled, notwithstanding that the original depth of such cavities and voids may have been referred to in the quote e.g. "inject 100mm cavity" . i) Ventilation systems mentioned in the quote are to be installed within an average depth tolerance of +/-50mm.
- The customer is hereby advised that as standard company policy FUSION shall keep a record of all forms of communications. Such forms of communication can include, emails, faxes, documents, phone calls, Skype calls, web correspondence and electronic or analog communication, etc , between the customer, related parties and FUSION.

These records of communication may be used in the event of a disputed recollection or a dispute proper.

- Payment for items of work are due in full, on the day and hour of completion unless another settlement date is specifically referred to in the quote. The method of payment shall be either bank draft, electronic transfer or cash. Cheques are not accepted unless by prior agreement. A receipt will be provided by FUSION personnel. Payment for works shall not be delayed by the customer for any reason unless specifically agreed in advance in writing. Further, it is agreed that the customer shall make themselves available and to be present or to have their agent/s be present on the day of completion of proposed works, to inspect and approve of the works and once satisfied, to tender the due payment immediately without any delay. Should the customer or his/her agents not be present to 'agree' completion, then the works will be deemed complete at the sole discretion of FUSION operators on site.
- Making good, restorative works, decoration or any other works not specifically referred to in the quote, do not constitute part of the works.
- Nothing in the quote should be interpreted or construed as confirming that an item of work on its own or items of works when taken collectively shall comply with building regulations, or fire regulations, or planning regulations or any statutory regulations. It shall be solely the customer's duty, responsibility and expense to engage or employ professional advice in relation to assessing, in advance of instructing the works to proceed, so as to establish whether the proposed items of work or works are compatible with, and in full compliance with the appropriate governing regulations pertaining to the building or structure receiving the works.
- Additionally, FUSION wishes to make it clear to the customer that it makes no claims for the items of work or works, in terms of performance or aesthetics, other than those specifically referred to in writing in the quote. Once the customer indicates an item or items of works are to proceed, it is accepted by the customer and FUSION that the customer has undertaken their own 'due diligence' to establish, to their complete satisfaction, that the proposed works are compliant with statutory national and local regulations and that the works are fully compatible with their building or structure. Due diligence in this context would include the procuring of professional advice by the customer, in the form of engineering, architectural and other professional input, prior to issuing the instruction for the works to proceed.
- No particular brand or trade name of product is implied or promised by FUSION to the customer unless such brand or trade name is specifically referred to in the quote.
- Unless specified in the quote, the customer shall not assume or infer that the inclusion of a particular product or series of products, when installed, shall achieve a particular certification or standard, unless such specification and certification has been agreed in advance in writing with FUSION.
- Access: It is the customer's sole responsibility to provide vacant access to the works for FUSION and to ensure that proper and reasonable and safe access to the proposed works are provided, gratis, free and unfettered, from obstructions, other trades, and personnel. The customer hereby agrees to ensure that all goods, brick a brak, furniture, clothing, furnishings, art works, and valuable items have been removed in advance, from the areas of the proposed works, at the customer's own expense. In the case of attics, crawl spaces, and confined areas possibly impacted by the proposed works, the customer is hereby advised that such works in such confined areas carry with it, a very high risk, that existing surfaces, chimneys, controls, water pipes, water tanks, lights, heaters, ducts, cables, aerials, security systems, and other electromechanical and electronic devices, etc, may become coated, impacted, dislodged and disturbed. Thus, customer shall prior to works..... -(see over)

commencing , and then post completion shall employ plumbers and electricians and other trades as required, to safely disconnect and deaden the aforementioned services and fittings, in the vicinity of the proposed works and post completion to re-commission and reinstate these services and fittings to proper standards . Such repairs, reinstatement and commissioning , etc, shall be for the customer to effect and organise and all such works shall be at the customers own expense

- The customer hereby agrees that FUSION shall be notified in writing by the customer, within 7 calendar days from the date of an occurrence of an event of damage, and no later, in any event , within 14 days from the completion of the proposed works. The customer and FUSION hereby agree that FUSION shall be given access, adequate time and every assistance to remedy and rectify any issues or disputes that may arise, or result from the proposed works. FUSION may instead at its entire discretion offer financial compensation for any alleged damages, losses, or events of underperformance, relating to the quote.
- In any and all dispute related circumstances, FUSION's total liability for, damages, losses, compensation , counterclaims, legal expenses and any other costs sought by the customer or his or her agents or related parties, arising from the quote, shall not, in any circumstances exceed the total amalgamated value of the items of work, as completed and as paid for by the customer, at the time of the dispute arising.
- Publicity: Unless indicated to the contrary at the time of issuing instructions to proceed , the customer hereby grants permission to FUSION to refer to the works and the customer's testimonials , in FUSION's publicity material, electronic or otherwise , that FUSION deems appropriate. The customer shall also allow FUSION permission to erect FUSION advertising outside the project address, free of charge for a period of at least three months, post works completion.
- In relation to disputes, customer claims or instances of non-payment, that remain unresolved for a period of 30 days or longer shall be brought for resolution in the Republic of Ireland only. Unless agreement is reached directly between the disputing parties, all such disputes that remain unresolved after 30 days shall subsequently be adjudicated via arbitration only. In the event of any dispute, all discounts or amalgamated totals, offered by FUSION via quotation to the customer in the course of this quote, shall be reset to the original quoted amounts. Thereafter the value of the works, for the purposes of calculating disputed totals shall be taken as the original full amounts, described originally in the quote, for each separate item of work.
- Exclusion zone: By definition Fusion's insulation process involves a spraying process at high pressures. The atomized products usually ends up on or near the intended target . However atomized liquid can travel extensively around and beyond the area of application. While all reasonable efforts are taken by Fusion to avoid collateral damage from its processes, Fusion shall not be held liable for any collateral damage casued during the process of application. The customer or client shall in particular prior to the proposed works commencing create and maintain an excluision zone of at least 50 meters in radius from the application areas envisaged and quoted for, and ensure no person, vehicle or item of personal or corporate property shall be allowed within that zone without prior permission of Fusion's on site personnel.

Retention of Title; The title to the items of works or goods or services described herein , shall not pass to the buyer or related parties until they have been paid for in full. In the event of any non payment for any or all of the above items of work, FUSION or its agents, shall be entitled to immediately repossess or trace the goods or the proceeds of sale in the customers hands, or the hands of related parties or in the possession of any liquidator or receiver. The customer or related parties, shall hold the goods and materials supplied as bailee for FUSION , the bailers.