



GENERAL TERMS AND CONDITIONS OF DTMD Group d.o.o.

Version dated 29 May 2026

1. General Provisions

These General Terms and Conditions (hereinafter: the "Terms") govern contractual relations between DTMD Group d.o.o., Republic of Slovenia (hereinafter: the "Contractor"), and natural or legal persons ordering works, services, materials, equipment or technical solutions (hereinafter: the "Client"). The Terms apply to all contracts for work, contracts for the supply of materials and equipment, commercial quotations, confirmed orders, technical quotations, invoices and other documents connected with the Contractor's activities, and form an integral part of the contractual relationship between the parties unless expressly agreed otherwise in writing. In the event of any inconsistency between an individual contract and these Terms, the contract shall prevail; matters not governed by the contract shall be governed by these Terms. The Terms have been prepared with due regard to the legislation of the Republic of Slovenia, including the Obligations Code (OZ), the rules of professional construction practice, the principles of the ISO 9001 and ISO 45001 quality standards, FIDIC principles (where applicable), and international supply practice, including Incoterms 2020. Reference to these standards does not mean that the Contractor is certified to them unless specifically agreed otherwise.

2. Scope of Activities and Application

The Contractor operates in the field of industrial and commercial polymer flooring, epoxy and polyurethane systems, preparation of concrete substrates, application of protective coatings, supply of professional materials and equipment, technical consultancy, selection of coating systems and related construction services, including mechanical preparation, grinding, shot blasting, surface cleaning, application of primers, intermediate, finishing and protective coats, decorative elements and remedial works. The specific scope of work, materials, technical system, price, deadlines and other circumstances shall be determined by the commercial quotation, technical specification, contract and its annexes.

3. Basic Definitions

"Contractor" means DTMD Group d.o.o., which performs works, supplies materials or provides services either directly or through its authorised contractors. "Client" means a natural or legal person ordering services, materials or equipment. "Subcontractor" means any legal or natural person (specialist contractor, subcontractor, sole trader or specialist company) engaged by the Contractor to carry out works or individual stages of works directly at the site. By accepting the works, the Subcontractor assumes full technical and technological responsibility for their professional execution and is directly liable for quality and the fulfilment of warranty obligations in accordance with these Terms. "Coating System" means a combination of materials (primer, intermediate coat, finishing and/or protective coat). "Substrate" means the existing surface (concrete, cement screed, ceramic tiles, asphalt, wood, etc.) to which the coating system is applied.

4. Pre-contractual Information and the Client's Responsibility

Before a commercial quotation is prepared and before work commences, the Client must provide the Contractor with complete, accurate and truthful information about the site, in particular: the intended use of the premises; anticipated mechanical, chemical and thermal loads; the type of traffic and machinery; the presence of moisture, waterproofing, expansion joints and concealed services; the age and condition of the substrate; existing coatings and previous repairs; and the presence of cracks, deformation or other damage. The Client is fully responsible for the accuracy and completeness of the information provided. If the information proves to have been incomplete, incorrect or untrue and this affected the choice of system, technology or result of the works, the Contractor shall not be liable for the resulting consequences and shall be entitled to change the work method, suspend the works, require additional works to be carried out and paid for, and exclude the corresponding warranty obligations. Circumstances discovered after the commencement of works that were not disclosed by the Client before the contract was concluded shall be deemed a change in the conditions of performance and grounds for adjusting the price and deadlines in accordance with Section 6.



5. Commercial Quotations, Prices and Payment

A commercial quotation is based on information supplied by the Client and on the circumstances known to the Contractor at the time it is prepared. A quotation is valid for the period stated in it or, if no period is stated, for 10 calendar days. A quotation does not include works that are not expressly listed in it. The quoted price may be revised if, after work has commenced, hidden defects in the substrate, excessive moisture, contamination, the need for additional remedial works or materials, or a change in technology are identified. All prices are stated in euros excluding VAT unless agreed otherwise. Payment shall be made in the manner specified in the contract, confirmed quotation or Contractor's invoice: by advance payment, in stages and by final settlement upon completion of the works. If a payment deadline has not been separately agreed in writing, the deadline stated on the invoice shall apply. In the event of late payment, the Contractor shall be entitled to charge statutory default interest, suspend the works and extend the completion deadlines proportionately. The Client shall not be entitled unilaterally to reduce, withhold or set off payments on the basis of alleged complaints without a prior written agreement with the Contractor or a final decision of a competent authority.

6. Additional Works and Additional Costs

Additional works include all works not included in the original quotation, including but not limited to: crack repair; levelling of the substrate; additional grinding; removal of old coatings; additional priming or additional coats of material; an additional visit to the site; and works required because the site is not ready. Such works shall be charged separately. If the value of additional works cannot be determined in advance, they shall be charged on the basis of the time actually spent, the materials actually used, transport costs and other documented costs. If performance is delayed for reasons attributable to the Client (waiting time for personnel, an additional visit, repeat preparation or additional materials), the Client shall bear such costs irrespective of the original value of the quotation.

7. Client's Obligations Regarding Site Preparation and Protection

7.1. Before the works begin, the Client must provide: free and safe access to the site; electricity of adequate capacity, lighting and, where necessary, water; conditions required for performance of the works and curing of the coating; and protection of surrounding surfaces, equipment, walls, services and other property not included in the works. The Contractor shall not be liable for damage to unprotected surfaces and property unless site protection has been separately agreed as a service to be provided by the Contractor.

7.2. If the site is not ready on the agreed commencement date (no access, other works are in progress, equipment cannot be switched off, no electricity, excessive moisture, etc.), the Contractor shall be entitled to postpone commencement, charge waiting costs and the cost of an additional visit, and adjust the completion deadlines accordingly. Upon completion, the Client must strictly observe the Contractor's instructions regarding drying time, restrictions on access by persons and machinery, cleaning, and the proper use of the installed coating.

7.3. Technological characteristics of materials and responsibility for stoppages. The Client acknowledges that, once their components have been mixed, polymer and epoxy materials require immediate and uninterrupted application because of their limited chemical working time (the material's reaction time). If unexpected interruptions or stoppages occur owing to circumstances attributable to the Client (for example, an unexpected demand by the Client or a third party to stop the works, power failure, denial of access, etc.) after the material has already been prepared or while it is being applied, the Client shall bear in full the cost of wasted or cured material, its removal, cleaning of tools, and repeat technological preparation of the surface.



8. Substrate Requirements, Inspections and Climatic Conditions

The Client must provide a substrate suitable for the works and compliant with the minimum requirements: adequate mechanical strength and load-bearing capacity; absence of active structural movement and deformation; absence of dust, oils, grease, chemicals and other adhesion-inhibiting substances; moisture content compliant with the requirements of the system used; and absence of hidden defects. In the case of a new concrete substrate or screed, at least 28 days, or such other period as is required to achieve the specified strength, structural stability and permissible moisture content in accordance with the material manufacturer's technical requirements, must normally elapse before the coating is applied. The Client is responsible for the quality of the existing concrete structure, reinforcement, waterproofing, expansion joints and structural solutions at the site. The Contractor shall not be liable for damage to the coating caused by structural movement, settlement of the building, concrete defects, lack of waterproofing, capillary rise of moisture or other hidden defects in the substrate. Before and during the works, the Contractor shall be entitled to check the moisture content of the substrate, air and surface temperature, relative humidity, dew point and other parameters in accordance with the material manufacturer's technical requirements. Any refusal by the Client to permit recommended measurements shall be recorded in writing; in that event, the Contractor shall not be liable for consequences that could have been identified by such checks.

If the substrate or climatic conditions (insufficient temperature, excessive humidity, risk of condensation, etc.) do not permit the works to be performed to the required standard, the Contractor shall be entitled to postpone commencement, suspend performance, require the Client to remedy the deficiencies, or carry out additional works for a separate charge. The period of such suspension shall not count towards the Contractor's completion period, and the associated additional costs (additional visit, waiting and repeat preparation) shall be borne by the Client.

9. Contractor's Right to Change the Technology and Materials

If, during performance, the Contractor identifies circumstances that could not have been established during the initial inspection (insufficient strength or excessive moisture of the substrate, incompatibility of existing coatings, the need for additional remedial works, etc.), the Contractor shall be entitled to change the technological procedure and shall notify the Client accordingly. The related additional works and materials shall be charged separately following prior agreement with the Client or, if prior agreement is impossible owing to urgency, according to the actual scope performed, time spent and materials used. For technical reasons, because material is unavailable from stock, or because of manufacturer requirements, the Contractor shall be entitled to use another material or system with equivalent or better technical properties, subject to notifying the Client. If the Client requires the use of material not supplied by the Contractor, the Contractor shall not be liable for the compatibility or properties of such material or for the final result to the extent that any problems are caused by the properties or quality of the material provided by the Client.

10. Transport Costs

Transport costs are not included in the price of works and materials unless expressly stated otherwise in the commercial quotation. They shall be charged at EUR 0.43 per kilometre travelled in both directions, calculated from the Contractor's registered office to the site and back. Where several visits are required, transport costs shall be charged separately for each visit. Additional visits caused by circumstances attributable to the Client (site not ready, lack of access, waiting for the Client's decision, etc.) shall be charged separately.



11. Completion Deadlines and Suspension of Works

11.1. Completion deadlines shall be determined individually, taking into account the scope of works, condition of the substrate, weather conditions, site accessibility, conduct of the Client and material delivery times. The completion period shall be extended by any period during which the Contractor is unable to perform for reasons beyond its control, including an unprepared substrate or site, late payment, lack of access, actions of other contractors, adverse climatic conditions, unexpected, delayed or indeterminate chemical reactions of the materials or substrate, and force majeure. The Contractor must notify the Client of material circumstances affecting the deadlines.

11.2. In order to protect the technological process and the quality of the finished product, the Contractor shall measure the conditions in accordance with Section 8 of these Terms. In the event of unsuitable climatic conditions (for example, risk of condensation or unsuitable air or substrate temperature), unforeseen chemical reactions, or a technologically unacceptable extension of the drying or curing time of previous polymer coats, the Contractor shall be entitled immediately to suspend the works until conditions have stabilised or the chemical process has been fully completed. Such suspension shall not constitute delay by the Contractor.

11.3. The Contractor shall be entitled immediately to suspend the works and temporarily leave the site if the Client is late with any payment (advance or interim payment), if the site is not ready, or if safe working conditions are absent. A suspension for reasons attributable to the Client shall not constitute delay by the Contractor, and the completion deadlines shall be extended by the duration of the suspension and the time required to remobilise the team.

11.4. The parties undertake to communicate professionally, respectfully and on a technically substantiated basis. In the event of verbal abuse, insults, shouting at the Contractor's personnel, threats by the Client (or its representatives/site users), or unjustified aggressive obstruction of the technological work process, the Contractor shall be entitled immediately to suspend the works and leave the site in order to protect the dignity and safety of its employees. Any such suspension shall be treated exclusively as delay attributable to the Client. In that event, the Client shall bear in full all stoppage costs, the cost of the personnel's return to the site and any loss caused by prepared material becoming unusable, in accordance with Section 7.3.



12. Acceptance of Completed Works

12.1. Upon completion, the Contractor shall notify the Client in writing, by email or by another agreed method that the site is ready for acceptance. The Client must inspect the completed works no later than 3 (three) working days after receipt of the notice.

12.2. Acceptance shall be documented in a report on acceptance of completed works (acceptance report), which may include: details of the site and address of performance; the coating system and manufacturer used; date of performance; air temperature; substrate moisture content; actual material consumption and coat thicknesses; photographic records; and any comments by the parties and agreed deadlines for remedying defects, if any.

12.3. If the Client does not inspect the works within the stated period or does not submit specific written comments identifying the defects found, the works shall be deemed accepted without material reservations. If the Client refuses to sign the report without objective reasons - meaning that it fails to state specific, documented comments regarding breaches of technical requirements, or the sole reason for refusal is to avoid paying for the works performed - the works shall likewise be deemed accepted. In such an event, the Contractor shall be entitled to draw up a unilateral report stating the completion date, the fact that the Client was notified, the absence of objective written comments, and attaching photographic records. Such unilateral report shall constitute the basis for commencement of the warranty period and issue of the final invoice.

12.4. General technological framework for flatness and assessment methodology. The item "surface levelling" (if included in the quotation), in the context of substrate preparation, means technical remedial preparation, filling of pores and consolidation of the existing concrete; it does not mean geometric levelling of the entire area to an absolute zero level. The installed coating/polymer systems are thin-layer systems and fully follow the existing macro-geometry and falls of the substrate. On acceptance, surface flatness shall be assessed in accordance with the European standard DIN 18202 (Tolerances in building construction), which provides for and permits allowable deviations (gaps) beneath a straightedge according to the distance between measuring points. Checking flatness by non-professional lay methods (for example, sliding a sheet of paper beneath a straightedge or making a visual assessment at a particular angle of light) has no legal or technical validity and shall not be accepted as justified grounds for a complaint or withholding payment. The only valid measuring method for establishing non-compliance with flatness requirements is an official measurement using a measuring wedge or calibrated instrument by a suitably qualified professional, carried out strictly in accordance with DIN 18202.

12.5. The Client's comments must be submitted in writing, contain an accurate technical description of the deficiencies and, where necessary, be supported by photographs and measurements in accordance with Section 12.4. General or lay statements without technical substantiation shall not be treated as a complaint. The Contractor shall be entitled to inspect every reported issue and establish whether it is a defect in performance, a normal technical characteristic of the system used, a consequence of the conditions of use, or a direct consequence of the condition or geometry of the original substrate.

12.6. Complaints concerning apparent defects that could have been identified during an ordinary inspection at acceptance shall not be accepted after acceptance has taken place (or after expiry of the period stated in Section 12.1), except in the case of hidden defects covered by the warranty.

12.7. The Client undertakes to resolve any non-compliance or technical deviations in the performance of the works solely through the official procedure set out in these Terms (written complaint, inspection by the Contractor, or official professional measurement and an independent construction expert assessment by an authorised court expert). Prohibition of non-professional public disparagement: The Client and its representatives are expressly prohibited from disseminating negative information, making insulting lay assessments, publishing negative reviews, photographs or videos on social networks (Facebook, Instagram, Google Maps/Business, TikTok, etc.), or communicating such unverified information to third parties (for example, other clients, partners or the public) if the alleged defects have not first been confirmed by an official report of an independent technical expert assessment. Liability for damages: Any public statement or dissemination of claims of alleged "unprofessional performance" or "poor quality" based solely on the Client's lay opinion and not supported by a final report of an official expert assessment (in accordance with Section 12.4) shall be deemed a direct attack on the Contractor's business reputation (an infringement of the business reputation and good name of a legal person under the Obligations Code of the Republic of Slovenia). In the event of a breach of this provision, the Contractor shall be entitled to seek through the courts the immediate removal of the disputed publications, a public apology and payment of all material and non-material damage incurred (including loss of profit resulting from the loss of other projects) as a consequence of online or personal disparagement. Until the official expert assessment or judicial proceedings have been concluded, any such public statement shall be treated as a form of unlawful pressure and business coercion.



13. Photographic and Technical Documentation

The Contractor shall be entitled to create photographic records of the condition of the site before the works begin, during preparation and application of materials, and after completion. Photographs shall be used as technical documentation and as evidence of quality and compliance with the required technology, and when dealing with complaints. Unless the parties agree otherwise in writing, the Contractor shall also be entitled to use photographs of completed projects in its portfolio, on its website and in marketing materials. Photographs used for marketing purposes shall not disclose the Client's personal data (the photographs shall show only the technical execution of the works, without personal names or contact details), and such use shall not constitute an infringement of privacy or data protection.

14. Technical Tolerances and Visual Characteristics of the Coating

Industrial and commercial polymer flooring systems are functional building systems and not decorative products with absolute visual uniformity. Minor visual characteristics - variations in shade and gloss level, tool marks, visible transitions between work stages and minor variations in texture - that do not affect the functional and mechanical properties of the coating shall not be deemed defects in performance and shall not constitute grounds for requiring complete replacement of the coating. Such characteristics may also result from lighting, viewing angle, material properties and the characteristics of the substrate. Any change in shade, gloss or appearance after acceptance of the site caused by UV radiation, natural ageing, moisture, thermal or chemical effects or use shall not be deemed a defect in performance. Differences in shade between a sample and the coating actually applied, arising from lighting, application area or substrate structure, shall not in themselves constitute a defect. The Contractor shall be liable for visual irregularities only where they are proven to result from incorrect performance and were reported in writing within the time limits specified in Section 12.

15. Use, Cleaning and Maintenance of the Coating

After acceptance of the site, the Client must use, clean and maintain the coating in accordance with the Contractor's recommendations and the material manufacturer's technical documentation, and in accordance with the intended purpose of the system. The warranty shall not cover damage caused by unsuitable cleaning agents, incorrect cleaning, mechanical damage, loads exceeding the permitted limits, or use of the coating contrary to its intended purpose.



16. Warranty for Completed Works

16.1. The Contractor provides a 12 (twelve) month warranty for the quality of the completed works unless a different period is expressly agreed in an individual contract or commercial quotation. The warranty period shall commence on the date the acceptance report is signed or on the date of deemed acceptance in accordance with Section 12 of these Terms.

16.2. The Contractor's warranty shall apply solely to hidden defects that are the direct and demonstrable result of incorrect performance or technological breaches by the Contractor when applying the materials (for example, delamination or peeling of the entire polymer layer from the substrate, or a defect causing the material to remain permanently tacky or fail to achieve the designed strength). For such confirmed defects, the Contractor must remedy the deficiencies at its own expense.

16.3. The Contractor's warranty expressly does not apply to or cover damage and changes to the coating caused by external factors, the condition of the building structure or the Client's actions after acceptance, including but not limited to: Reflective cracking (cracks originating in the substrate): cracks appearing in the polymer coating as a result of cracking, settlement, shrinkage or movement of the concrete substrate, screed or building structure beneath the coating. Osmotic effects and moisture: blistering, delamination or damage caused by osmotic pressure, capillary moisture rise or water ingress resulting from absent, deteriorated or incorrectly installed waterproofing beneath the concrete slab. Mechanical and chemical damage: scratches, impacts, damage caused by falling heavy objects, marks caused by dragging equipment without protection, tyre marks (for example, migration of plasticisers from hot vehicle tyres), use of unsuitable or aggressive cleaning agents, and chemicals exceeding the system's technical specification. Geometric deviations: any requirements concerning macro-flatness or differences in surface levels originating from the geometry of the original substrate, since thin-layer systems follow the existing concrete slab (in accordance with Section 12.4).

16.4. If, before or during the works, the Contractor warned the Client in writing of identified deficiencies at the site or in the substrate (for example, excessive moisture, cracks, low concrete strength or unsuitable falls), but the Client nevertheless decided to proceed without remedial works, the Client shall bear full responsibility for the final result and stability of the coating, and the Contractor's warranty shall cease to apply to the affected areas or phenomena.

16.5. If, before conclusion of the contract, the Client failed to provide complete, accurate and truthful information about the condition of the surface or site or the intended conditions of use (presence of moisture, concealed services, contamination by oil or chemical residues), the Contractor's corresponding warranty obligations shall be extinguished in full.

17. Manufacturer's Warranty for Materials and Equipment

The warranty for materials and equipment supplied by third-party manufacturers shall apply in accordance with the official warranty terms of the relevant manufacturer and shall be handled under the procedure specified by that manufacturer. The Contractor shall not be liable for manufacturing defects or other hidden production defects in such materials and equipment, or for warranty limitations imposed by the manufacturer.

18. Limitation of the Contractor's Liability and Insurance

The Contractor's contractual liability for damage shall be limited to the value of the individual contract (order), except where the damage was caused intentionally or by the Contractor's gross negligence. The Contractor shall not be liable for loss of profit, production stoppage, indirect or consequential loss, loss of the Client's customers, loss suffered by third parties, or the consequences of circumstances beyond its reasonable control.

19. Cancellation of an Order and Termination of the Contract

If, after confirming a quotation, purchasing material, reserving production capacity or agreeing a performance date, the Client cancels the order through no fault of the Contractor, the Contractor shall retain the advance payment to cover costs actually incurred, including purchased material, administrative and transport costs, reserved personnel and preparatory works. If the actual costs exceed the advance payment, the Contractor shall be entitled to claim payment of the difference.



20. Confidentiality and Protection of Business Partners

Information obtained by the parties in the course of their cooperation, including prices, technologies, technical solutions, supplier details, commercial terms and customer data, shall be treated as confidential. The parties undertake not to disclose such information to third parties without the other party's prior written consent. The Client shall not be entitled to use technical information, solutions or calculations received from the Contractor for the purpose of circumventing the Contractor, including by passing technologies to third parties, using the Contractor's calculations to organise similar works independently, or engaging the Contractor's suppliers in order to circumvent the contractual relationship.

21. Personal Data Protection

The parties shall process personal data obtained in the course of the contractual relationship solely for the purposes of concluding and performing the contract, accounting and compliance with legal obligations, in accordance with Regulation (EU) 2016/679 (GDPR) and the legislation of the Republic of Slovenia. The Client expressly agrees that visual representations of the technical results of the works (photographs and videos of floor coatings containing no personal data of individuals), published in accordance with Section 13 of these Terms, are not subject to the personal-data protection restrictions under the GDPR and may be used freely for the Contractor's promotional purposes.

22. Force Majeure

Neither party shall be liable for failure to perform its obligations as a result of force majeure, including in particular natural disasters, military action, strikes, government restrictions, disruption of supply or energy supply, and other circumstances beyond the party's reasonable control. A party affected by such circumstances must notify the other party within a reasonable period.

23. Dispute Resolution

The parties shall endeavour to resolve all disputes through negotiation. If no agreement can be reached, the laws of the Republic of Slovenia shall apply and the court having jurisdiction at the Contractor's registered office shall have jurisdiction, unless the parties agree otherwise in writing.

24. Final Provisions

Any amendments to these Terms shall be valid only if made in writing. The invalidity of an individual provision shall not affect the validity of the remaining provisions, which shall remain in force. These Terms shall enter into effect upon signature of the contract, confirmation of the quotation, acceptance of the order or commencement of the works, whichever occurs first. Electronic documents, confirmations sent by email and electronic correspondence between the parties may be used as evidence of the contractual relationship.