

RML PROJECTS / H&R DESIGN HOUSE

TERMS AND CONDITIONS

Website, Quotations, Custom Projects and Online Store

Effective date: 01 September 2026

IMPORTANT NOTICE – CUSTOM AND MADE-TO-ORDER WORK

Many RML Projects and H&R Design House products are custom-designed, made to order, manufactured to approved dimensions, finished to a selected colour/material specification, or produced specifically for a confirmed customer order. Once an order is approved and production, procurement or site work begins, cancellation and change-of-mind rights may be restricted to the extent permitted by law. This does not remove rights relating to defective, unsafe, incorrectly supplied or materially non-conforming goods or services.

1. Supplier information

These Terms and Conditions are issued by RML Woodworking (PTY) Ltd, registration number 2019/618805/07, VAT number 9533323193.

RML Projects is the project, design, manufacturing and installation division. H&R Design House is the online-store and freestanding furniture division of the same legal entity and is not a separate company.

Primary website: www.rmlprojects.co.za. General contact email: info@rmlprojects.co.za.

In these Terms, “RML”, “RML Projects”, “H&R Design House”, “we”, “us” and “our” refer to RML Woodworking (PTY) Ltd, as the context requires. “Customer”, “you” and “your” refer to the person or legal entity purchasing, ordering, commissioning or using our goods or services.

2. Application of these Terms

These Terms apply, where relevant, to RML Projects quotations and project agreements, H&R Design House online-store purchases, direct orders, custom furniture orders, design and manufacturing services, delivery, collection, installation, variation orders, and use of the RML Projects website.

By placing an online order, accepting a quotation, signing or electronically approving a design, paying a deposit or purchase price, or instructing us in writing to proceed, you confirm that you have read and accepted these Terms.

Nothing in these Terms excludes, limits or replaces any right or remedy that cannot lawfully be excluded under the Consumer Protection Act 68 of 2008, the Electronic Communications and Transactions Act 25 of 2002, or any other applicable South African law.

3. Business divisions and transaction types

RML Projects undertakes custom fitted and project-based work, including kitchens, built-in cupboards, TV and media units, bars, wine cellars, vanities, offices, custom cabinetry and related joinery, alterations or installation work specifically included in a quotation.

H&R Design House supplies freestanding furniture through the online store and may also manufacture custom freestanding furniture or other furniture pieces to an approved specification.

Because the two divisions operate differently, certain clauses distinguish between “RML project work” and “H&R online or freestanding furniture”. Where no distinction is made, the clause applies to both.

4. Order of documents and specific agreements

The agreement for a transaction may consist of these Terms together with a quotation, accepted design, technical drawings, product page, order confirmation, invoice, variation order, approved sample, the Returns, Refunds and Cancellation Policy, and any specific written terms agreed for the transaction.

If there is a direct conflict, the later and more specific written term expressly accepted by both parties will take precedence over a general term in these Terms, subject always to applicable law.

5. Customer authority and accuracy of information

You warrant that you have legal capacity and authority to place the order or accept the quotation. A person acting for a company, trust, close corporation, partnership, body corporate or other entity warrants that he or she is authorised to bind that entity.

Any personal suretyship, co-principal debtor undertaking or guarantee must be separately and expressly agreed in writing. It is not created merely by accepting these website Terms.

You are responsible for ensuring that names, addresses, measurements, design selections, colour choices, quantities, access information, electrical/plumbing information and other instructions supplied by you or your representative are accurate.

6. Quotations and validity

Unless a quotation states otherwise, an RML Projects quotation is valid for 30 calendar days from the date of issue.

A quotation is based on the information, drawings, measurements, specifications and site conditions reasonably available at the time. It may be revised after final measurement, site assessment, customer-requested changes, corrected information, supplier changes or identification of previously undisclosed site conditions.

A quotation includes only the goods, services, work and allowances expressly described in it. Anything not specifically included is excluded unless added by written variation.

7. Acceptance and formation of the agreement

An RML Projects quotation may be accepted by handwritten signature, recognised electronic signature, email, WhatsApp, text message or other clear written electronic confirmation, or by payment where the quotation states that payment constitutes acceptance.

An H&R Design House website order is submitted when checkout is completed. A website-generated acknowledgement does not necessarily mean that the order has been finally accepted for production. Acceptance remains subject to successful payment verification, stock or material availability, production capacity and any required specification approval.

Before placing an online order, the customer should review and correct the order details, quantities, selected variations, address and other information.

8. Designs, drawings, technical sheets and approvals

Where a project or custom item requires drawings, technical sheets, renders, samples or specifications, manufacturing or installation may be conditional on the customer's written approval.

The customer must check dimensions, layouts, finishes, materials, profiles, door/drawer arrangements, appliance spaces, hardware, spelling and other selections before approval.

Once approved, changes may require new materials, re-design, re-programming, re-manufacturing or additional labour and may result in additional charges and revised lead times.

9. Measurements and site assessment

RML Projects may conduct final measurements before manufacturing. The customer must disclose all known site restrictions, including uneven or out-of-square walls, floors and ceilings, restricted access, stairs, lifts, estate requirements, hidden services, damp, structural defects and other conditions that may affect the work.

Pricing and design may be based on the bona fide assumption that floors, walls, ceilings, doors and windows are reasonably suitable for the intended installation unless the quotation records otherwise.

If site conditions differ materially from what was disclosed or reasonably visible, RML Projects may propose a variation, revised price, revised design or additional preparatory work before continuing.

10. Scope of project work and exclusions

Unless expressly included in the quotation, RML Projects project pricing excludes stripping and disposal of existing cupboards or fittings, plumbing, electrical work, tiling, plastering, brickwork, structural work, floor finishes, painting, waterproofing, gas work, moving services, professional fees and other third-party trades.

If such work is necessary, the customer must arrange it or approve a separate quotation or variation order. RML Projects is not responsible for delays caused by excluded work not being completed on time.

11. Prices, VAT and currency

Prices are stated in South African Rand unless otherwise agreed. VAT will be dealt with as stated in the quotation, invoice or checkout and in accordance with the VAT rate legally applicable at the time of supply.

Where a quotation identifies imported or exchange-rate-sensitive goods, a material exchange-rate movement or supplier increase may affect the final price only to the extent permitted by the agreed quotation and applicable law. We will communicate a material adjustment before proceeding where customer approval is reasonably required.

Obvious typographical, system or pricing errors may be corrected before production or supply. If an affected order cannot reasonably proceed at the erroneous price, any payment received for the cancelled affected portion will be refunded.

12. Deposits, payment and payment milestones

The required deposit, full payment or payment milestones will be stated in the quotation, invoice or checkout.

For RML Projects project work, works with a total contract value of R75,000 or less may require 100% payment before work commences, unless the quotation states otherwise. Larger projects may require a deposit and staged payments, including an installation-stage payment and final payment, as stated in the quotation.

Unless the quotation states otherwise, final project balances are due within 48 hours after completion or handover, subject to any lawful withholding rights.

H&R Design House online-store orders generally require full cleared payment before production, dispatch or collection.

Production, procurement or installation is not required to begin before the required cleared payment and approvals have been received.

13. Ownership of goods and materials

To the extent permitted by law, ownership of goods and materials supplied for an order remains with RML Woodworking (PTY) Ltd until all amounts due for those goods have been paid in full.

Retention of ownership does not permit us to disregard any statutory consumer right and does not automatically determine when risk passes.

14. Custom-made and special-order goods

Many products are manufactured, cut, painted, finished, procured or configured specifically for the customer. After confirmation and required payment, we may allocate or order materials, reserve production capacity, prepare designs or CNC files, cut and machine components, paint or finish items, and incur supplier, labour and administrative costs.

Where goods are made to the customer's specifications, clearly personalised or otherwise custom-made, statutory cooling-off rights may not apply in the same way as they do to ordinary standard goods.

Any restriction on change-of-mind cancellation or return does not affect rights relating to defective, unsafe, incorrectly supplied or materially non-conforming goods or services.

15. Cancellations and deposits

Cancellation rights depend on the nature of the transaction, the stage reached, applicable law and the separate Returns, Refunds and Cancellation Policy.

A deposit is not merely a reservation fee. It authorises us to incur costs. If a custom project or made-to-order product is cancelled, any refundable amount will be determined with reference to applicable law and the actual and reasonable costs already incurred, including ordered or allocated materials, completed work, labour, supplier charges, payment charges and the reasonable resale or salvage value of work in progress.

We do not rely on an automatic blanket forfeiture where such forfeiture would be inconsistent with applicable law.

16. Customer-requested changes and variation orders

All project or custom-order changes should be requested in writing and are only accepted once confirmed by us.

A change may result in additional design, administration, material, supplier, programming, manufacturing, installation or labour charges and a revised lead time.

RML Projects may require a written variation order before carrying out additions, deletions or changes. We may decline a requested change where it is impractical, unsafe, structurally unsuitable, inconsistent with the agreed design or manufacturing method, or where the revised price or timeline is not accepted.

17. Production and project lead times

Unless a quotation states otherwise, the standard indicative manufacturing lead time for RML Projects custom fitted work is approximately 3 to 6 weeks after all required deposits, final measurements, designs and specifications have been approved.

For H&R Design House online-store products, the customer-facing estimated lead time is generally 10 to 21 business days unless the product page or order confirmation states otherwise. Custom H&R items may take longer and will be quoted separately.

Lead times are estimates unless expressly guaranteed. They may be affected by material availability, supplier delays, workload, customer approvals, design changes, site readiness, machinery failure, load shedding or utility interruption, transport disruption, public holidays, severe weather, labour availability or events beyond reasonable control.

We will take reasonable steps to notify the customer of material delays and provide a revised estimate.

18. Material availability and substitutions

We will not knowingly substitute a material, colour, dimension, hardware item or specification in a way that materially changes the confirmed order without customer approval.

If a specified material becomes unavailable, we may propose a reasonably comparable alternative, revise the lead time, place the affected portion on hold, or cancel and refund the amount paid for that affected portion where appropriate.

19. Natural materials, colours and visual variation

Wood, timber, veneer, stone and other natural or natural-derived materials vary in grain, tone, pattern and appearance. Man-made boards, simulated finishes and painted products may also show reasonable batch and lighting variation.

Website images, renders, samples and photographs are illustrative. Screen settings, photography and lighting can affect colour appearance. Written specifications and approved physical samples take precedence over visual impressions.

Reasonable natural variation, grain variation, colour variation between batches and normal manufacturing tolerances are not defects where they do not materially affect safety, structural integrity, agreed appearance or ordinary functionality.

20. Stone, granite and third-party materials

Stone, granite, engineered stone and other specialist materials are subject to supplier availability, slab variation, colour variation, pattern variation and applicable supplier conditions.

Where the quotation includes third-party products or specialist materials, availability and lead time may depend on the relevant supplier. We will communicate material changes or substitutions requiring approval.

21. Manufacturing tolerances and dimensions

Dimensions are stated in millimetres unless otherwise indicated. Hand finishing, CNC machining, edging, painting, installation and natural material movement may result in minor reasonable tolerances.

Critical dimensions, appliance specifications, service points, access limits and special tolerances must be identified before final approval. We are not responsible for incompatibility caused by incorrect dimensions or specifications supplied or approved by the customer.

22. Delivery and collection

Delivery costs, estimated dates and delivery methods will be stated at checkout, in the quotation or in the order confirmation.

The customer must provide an accurate delivery address, contact number and access instructions and must disclose stairs, lifts, restricted passages, estate rules or unusual access conditions.

Additional delivery, handling, storage or redelivery costs caused by incorrect information, failed delivery, restricted access or customer unavailability may be charged where lawful and reasonable.

Collections are by prior arrangement. The customer must use suitable transport and properly secure the goods.

23. Risk, storage and goods delivered to site

Risk in goods will pass in accordance with applicable law and the agreed delivery or collection arrangement. For consumer deliveries, statutory rules relating to risk and acceptance remain applicable.

For RML Projects installation work, the customer must provide reasonably secure, dry and suitable on-site storage where goods or components are delivered before or during installation.

We are not responsible for damage caused after delivery by flooding, water ingress, construction dust, other contractors, theft, site misuse, unsuitable storage or other circumstances outside our reasonable control, except to the extent that the loss is caused by our own conduct or cannot lawfully be excluded.

24. Site readiness and installation scheduling

The customer must ensure that the installation site is reasonably ready, accessible, safe and free from delays caused by incomplete building, plumbing, electrical, tiling, plastering, flooring or other prerequisite work.

If installation cannot start or continue because the site is not ready for reasons attributable to the customer or other contractors, RML Projects may reschedule the work and charge reasonable additional costs actually caused by the delay, including labour, storage, remobilisation or supplier increases where applicable.

25. Hidden services and existing property

The customer must disclose and, where reasonably possible, clearly identify concealed plumbing, electrical wiring, gas lines, data cabling, underfloor services or other hidden services that may be affected by drilling, cutting or fixing.

RML Projects will exercise reasonable care but is not responsible for damage to undisclosed or inaccurately located hidden services that could not reasonably have been detected, except to the extent caused by our negligence or other conduct for which liability cannot lawfully be excluded.

Pre-existing defects, damp, movement, structural defects or damage outside the agreed scope remain the customer's responsibility unless expressly included in the works.

26. Third-party contractors and services

Where the customer appoints independent plumbers, electricians, builders, stone installers, painters, designers, installers or other contractors, those parties act independently of RML Projects unless we expressly appoint them as our subcontractors.

We are not responsible for loss, delay or damage caused by independent third parties outside our control. We remain responsible for our own employees, authorised subcontractors and legal obligations.

27. Inspection, completion and snagging

The customer should inspect delivered goods and completed work as soon as reasonably possible.

Visible courier damage, shortages or incorrect items should preferably be reported within 48 hours with photographs and order details so that claims can be investigated promptly. This does not remove statutory rights that cannot be limited.

For RML Projects installations, we will notify the customer when the work is substantially complete. The customer should provide a written snag list within 5 calendar days of that notice. We will address legitimate snags within a reasonable period, taking material availability, workload and access into account.

Failure to submit a snag list within that period may be treated as evidence that no obvious snags were reported at handover, but it does not waive latent-defect rights, statutory warranties or rights that cannot lawfully be excluded.

28. Quality, defects and statutory warranty

We aim to supply goods and services that are reasonably suitable for their ordinary intended purpose, of reasonable quality and consistent with the confirmed specification.

Where the Consumer Protection Act applies, statutory rights relating to defective, unsafe or failed goods and defective services remain in force, including the applicable implied warranty of quality.

The treatment of refunds, repairs, replacement and cancellations will also be governed by the separate Returns, Refunds and Cancellation Policy.

29. Matters that are not ordinarily defects

Subject to applicable law, the following are not ordinarily defects where they do not materially impair safety, quality or agreed functionality:

- reasonable natural grain, colour, texture or stone variation;
- minor batch-to-batch colour differences;
- reasonable manufacturing and installation tolerances;
- ordinary wear and tear or gradual finish wear;
- damage caused by moisture, heat, sunlight, impact, overloading, misuse or inadequate maintenance;
- damage caused by unauthorised alteration, incorrect assembly or third-party installation;
- site movement, structural movement or defects in walls, floors or ceilings not caused by us;
- variations specifically disclosed to and accepted by the customer.

30. Third-party installation of H&R furniture

Where H&R Design House furniture is assembled or installed by the customer or an independent third party, we are not responsible for defects or damage caused by incorrect assembly, fixing, modification or installation.

This does not remove statutory rights relating to defects that existed in the goods when supplied.

31. Repairs and replacement parts

Outside any applicable statutory or express warranty, we may offer repair work, replacement components, refinishing or other remedial work at an agreed cost.

No chargeable repair will be undertaken without the customer's approval.

32. Storage and uncollected goods

The customer must collect or accept delivery within the agreed period after being notified that an order is ready.

Where goods remain uncollected or delivery cannot be completed for reasons attributable to the customer, we may charge reasonable storage, handling and redelivery costs after giving notice.

Paid goods will not be disposed of or resold except in accordance with applicable law and after reasonable notice.

33. Late payment and recovery costs

Amounts must be paid by the due date stated in the quotation or invoice.

Where an amount remains lawfully due and unpaid, we may charge interest at the rate stated in the applicable quotation or agreement, provided that the rate does not exceed the maximum rate permitted by applicable law.

Reasonable debt-recovery or legal costs may be claimed only to the extent permitted by law and the applicable agreement.

34. Suspension and breach

We may suspend production, delivery or installation where the customer materially breaches the agreement, fails to make a due payment, fails to provide required approval or access, or where continued performance would be unlawful or unsafe.

Where required by law, the customer will be given an appropriate opportunity to remedy the breach before cancellation.

Any cancellation or suspension will be subject to statutory rights and the reasonable costs actually incurred.

35. Events beyond reasonable control

We will not be treated as being in breach to the extent that performance is prevented or materially delayed by an event beyond our reasonable control, including natural disaster, fire, flood, severe weather, civil unrest, strike, governmental restriction, transport shutdown, major supplier failure, widespread utility interruption or machinery failure despite reasonable maintenance.

We will take reasonable steps to reduce the effect of the event and communicate material delays. If performance becomes impossible, the parties' rights will be determined in accordance with applicable law and the work and costs actually incurred.

36. Website, product information and availability

We take reasonable steps to keep the website accurate and available but do not guarantee uninterrupted or error-free access.

We may update descriptions, prices, product availability, images, policies and website functionality from time to time.

Website content is general information and does not replace a specific quotation, technical drawing, approved specification or written project agreement.

37. Intellectual property

All rights in RML Projects and H&R Design House branding, website content, photographs, renderings, drawings, technical documents, product designs, cabinet layouts, CNC files, graphics, copy and marketing material belong to RML Woodworking (PTY) Ltd or its licensors unless otherwise stated.

No purchase transfers intellectual-property rights in our designs, drawings, files or marketing material. Such material may not be copied, commercially exploited, reproduced for manufacture or supplied to competitors without prior written permission, subject to rights that cannot lawfully be restricted.

38. Customer-supplied designs and intellectual property

Where a customer supplies a logo, image, drawing, specification, artwork or other protected material, the customer warrants that he or she has the right to provide and use it for the order.

The customer is responsible for third-party claims arising from customer-supplied material to the extent permitted by law.

39. Personal information and privacy

We may process personal information for quotations, orders, payments, delivery, installation, warranty administration, complaints, fraud prevention, accounting, legal compliance and customer communication.

Personal information will be handled in accordance with our Privacy Policy and applicable South African data-protection law.

40. Third-party platforms and services

The website and our operations may use third-party payment gateways, couriers, hosting providers, mapping tools, social-media platforms and other service providers.

Those providers may be subject to their own terms and privacy policies. We remain responsible for our own legal obligations but are not responsible for the independent conduct of third parties outside our control.

41. Limitation of liability

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded, including any liability for gross negligence where such exclusion is prohibited.

To the extent permitted by law, we are not liable for indirect, special or consequential loss that was not reasonably foreseeable when the agreement was concluded, or for loss caused by customer misuse, unauthorised alteration, inaccurate information supplied by the customer, unsuitable site conditions, independent third parties or events beyond our reasonable control.

Any limitation will be interpreted only to the extent that it is fair, reasonable and lawful.

42. Complaints and dispute resolution

Complaints should be submitted to info@rmlprojects.co.za and should include the customer's name, quotation/order/invoice number, contact details, a clear description of the issue, relevant photographs or documents and the preferred resolution.

The parties should first attempt to resolve disputes directly and in good faith.

Nothing in these Terms prevents a consumer from using any ombud, consumer authority, tribunal, court or other remedy available under South African law.

43. Governing law

These Terms and transactions with RML Projects and H&R Design House are governed by the laws of the Republic of South Africa, subject to any mandatory consumer rights or jurisdictional protections that apply.

44. Severability, no waiver and changes to these Terms

If any provision is unlawful, invalid or unenforceable, it will be interpreted or limited to the minimum extent necessary to make it lawful, or severed if that is not possible, without affecting the remaining provisions.

A failure or delay to enforce a right does not constitute a permanent waiver of that right.

We may update these Terms from time to time. The version ordinarily applicable to a transaction is the version accepted when the relevant order or quotation was concluded, unless a legal change must apply, the parties agree otherwise, or a later change benefits the customer without imposing an additional obligation.

45. Conspicuous terms and customer acknowledgement

Terms that limit liability, allocate risk, restrict change-of-mind cancellation of custom goods, require customer approval of measurements or designs, or impose material payment obligations should be brought to the customer's attention clearly and before the transaction is concluded.

By accepting a quotation, approving a design, placing an online order or making the required payment, the customer acknowledges the specific terms presented for that transaction, subject to rights that cannot lawfully be excluded.

RML Woodworking (PTY) Ltd

Trading as RML Projects and H&R Design House

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