

TERMS & CONDITIONS

Librax Projects (Pty) Ltd t/a TLC Online

Client _____

Quote no. _____

Project _____

Issue date _____

1 Acceptance of Terms and Conditions

Acceptance of a quotation issued by TLC Online, payment of any deposit, or confirmation of an order constitutes acknowledgement and acceptance of these Terms and Conditions. By proceeding with any of the above, the client confirms that they have read, understood, and agree to be bound by these Terms and Conditions.

If the client does not agree to these Terms and Conditions, they must refrain from accepting the quotation, confirming the order, or making any payment.

2 Quotation

Quotations issued by TLC Online are valid for a period of seven (7) days from the date of issue unless otherwise stated in writing. Any discounts offered are applicable only within this validity period. After this period, prices, discounts, and availability of materials may be subject to change.

If a quotation is not accepted in full, TLC Online reserves the right to amend or withdraw the quotation, including any pricing, discounts, or guarantees, prior to the commencement of work.

In the event that the scope of work is altered or partially accepted, TLC Online reserves the right to revise the quotation to reflect the amended scope of work.

Clients are responsible for reviewing the quotation carefully and confirming that all items, specifications, and quantities are correct before accepting the quotation. TLC Online shall not be held liable for misunderstandings arising from the client's failure to review the quotation prior to acceptance.

3 Order Changes and Additional Work

Any request to amend an order or request additional work must be submitted to TLC Online in writing via email.

No changes to an order will be implemented unless confirmed in writing by TLC Online.

Once the layout and specifications have been approved by the client, TLC Online may proceed with ordering materials and scheduling production.

Any changes requested after approval of the layout or after production has commenced may result in additional costs. These costs may include, but are not limited to:

- ☐ material reordering
- ☐ additional labour required to modify the design or modules
- ☐ administrative and project management costs associated with processing the changes

If changes to the order result in a reduction of the original scope of work, TLC Online reserves the right to revise the quotation. Any discounts previously applied based on the size or value of the original order may be withdrawn or adjusted if the amended order no longer qualifies for such discounts.

Where the client requests work that falls outside the scope of the accepted quotation, TLC Online will issue a revised quotation or variation order reflecting the additional labour, materials, or time required.

No additional work or alterations will commence until the revised quotation has been accepted by the client.

Any approved changes may result in adjustments to the project cost and lead times.

Verbal instructions or informal requests shall not constitute approval for additional work unless confirmed in writing.

4 Lead Time and Commencement of Manufacturing

Estimated lead times for orders will be provided during the quotation process and may vary depending on the number of modules, order complexity, material availability, and production scheduling.

As a general guideline, standard kitchen orders typically require approximately six (6) to eight (8) weeks for manufacturing, while certain custom orders may require up to twelve (12) weeks.

Manufacturing lead times commence only once the client has approved the final layout and specifications in writing.

TLC Online will make reasonable efforts to meet estimated lead times but shall not be held liable for delays arising from circumstances beyond our reasonable control, including supplier delays, material shortages, or other unforeseen circumstances.

Clients will be informed of significant delays where reasonably possible.

5 Material Availability and Pricing

Prices and estimated lead times are based on the cost and availability of materials at the time the quotation is issued.

If materials become unavailable or are subject to supplier price changes, TLC Online reserves the right to propose suitable alternative materials or specifications. Such changes may affect pricing, specifications, or lead times.

Any proposed alternatives will be communicated to the client for approval before proceeding.

6 Design Layouts and Drawings

Upon request, TLC Online may provide 2D top-down layout drawings for kitchen orders. 3D drawings may be provided at an additional cost where requested by the client.

Where measurements are provided by the client or a third party, the client remains fully responsible for the accuracy of those measurements. TLC Online shall not be held liable for any errors, delays, or additional costs arising from incorrect measurements supplied by the client or any third party.

Where measurements are taken by TLC Online, reasonable care will be taken to ensure accuracy. Layout drawings are prepared based on the measurements recorded at the time of measurement and the information available at that stage.

Clients are responsible for carefully reviewing the layout drawings, specifications, and dimensions before granting final approval. Approval of the layout confirms that the client accepts the design, configuration, positioning, and dimensions of the modules as shown in the approved plan.

TLC Online shall not be held liable for discrepancies arising from site conditions that were not reasonably visible or apparent at the time measurements were taken, including but not limited to uneven floors, walls that are not square, concealed pipes, electrical wiring, or other structural conditions.

7 Sink Units, Butler Sink Units and Bathroom Vanities Tap Hole

Sink Units, Butler Sink Units and Bathroom Vanities are not supplied with pre-drilled tap holes by default.

Where the client requires a tap hole to be drilled, the tap must be supplied to TLC Online prior to manufacturing so that the correct hole size and positioning can be determined.

If the tap is not supplied, TLC Online will not drill a tap hole unless specifically requested by the client.

Where a client requests a tap hole to be drilled without supplying the tap, TLC Online will drill a standard 32 mm hole, and the client accepts responsibility for the suitability and positioning of the hole.

TLC Online shall not be liable for incorrect tap fitment or positioning where the tap was not supplied prior to manufacturing.

8 Terms of Payment

8.1 Deposit Requirements

For orders exceeding R10,000.00, a deposit of seventy percent (70%) of the total order value is required before any work or material procurement commences.

Orders valued below R10,000.00 must be paid in full prior to the commencement of work.

An invoice including EFT banking details will be issued for all payments.

8.2 Payment Methods

Payments made through the Point of Sale (POS) system will incur a 3% surcharge for transactions exceeding R3,000.

Payments made through website payment portals will incur a 3% surcharge regardless of the payment amount.

Electronic Funds Transfer (EFT) is the preferred payment method.

Cash payments are not accepted under any circumstances.

8.3 Final Payment

The remaining balance reflected on the final invoice becomes due upon completion of manufacturing and is not conditional upon delivery, installation, or collection.

8.4 Effect of Non-Payment on Warranty

The workmanship guarantee provided by TLC Online will be deemed void if the client's account remains unpaid in full.

To maintain the validity of the guarantee, the account must be settled within thirty (30) days from the payment due date.

8.5 Price Validity

Quoted prices are based on current material and supplier costs. The quoted price for an accepted order is secured once the required deposit has been received.

8.6 Scope of Pricing

Unless expressly stated otherwise in the quotation, prices do not include:

- ☐ delivery
- ☐ installation
- ☐ appliances
- ☐ sinks or taps

The only exception is butler sinks where explicitly specified.

Clients are responsible for reviewing the quotation to confirm the scope of supply.

8.7 Ownership Until Paid (Retention of Title)

All goods supplied by TLC Online shall remain the property of TLC Online until the full purchase price has been paid in cleared funds.

Until such time as full payment has been received, the client shall hold the goods in safe custody and shall not sell, transfer, modify, or dispose of the goods without the written consent of TLC Online.

In the event of non-payment or breach of the payment terms, TLC Online reserves the right to reclaim possession of the goods without prejudice to any other legal remedies available.

9 Cancellation, Refund and Penalties Policy

9.1 Defective Products

Returns or exchanges of non-TLC Online products will only be considered where the goods are unused, in their original condition, and in their original packaging. Packaging may be opened for inspection, provided that the product has not been installed, used, or damaged.

9.2 Right to Refuse or Cancel Orders

TLC Online reserves the right to refuse to process any order or payment, or to cancel any order in whole or in part, where necessary. In such cases, any payments received for items not supplied will be refunded.

9.3 Cancellation Procedure

All cancellations must be submitted to TLC Online in writing via email. No cancellation will be considered valid unless acknowledged in writing by TLC Online.

9.4 Cancellation Charges

All products supplied by TLC Online are customised and manufactured to order specifically for each client's project and are not resalable in the ordinary course of business.

As a result, the following cancellation charges apply. Administrative costs, consultation fees, transaction fees, supplier charges, and any materials already purchased or ordered may be deducted from any refund due to the client.

9.4.1 Cancellation within two (2) days

If an order is cancelled within two (2) days of order placement, quotation acceptance, and deposit payment, a cancellation fee of 25% of the total order value will be forfeited.

9.4.2 Cancellation between the 3rd and 7th day

If an order is cancelled between the third (3rd) and seventh (7th) day after order placement, quotation acceptance, and deposit payment, a cancellation fee of 50% of the total order value will be forfeited.

9.4.3 Cancellation after seven (7) days

Orders may not be cancelled after seven (7) days from the date of order placement, quotation acceptance, and deposit payment.

9.5 Cancellation after Manufacturing or Material Procurement

If TLC Online agrees, at its sole discretion, to cancel an order after materials have been ordered or manufacturing has commenced, TLC Online reserves the right to recover all reasonable costs incurred up to the date of cancellation.

Such costs may include, but are not limited to:

- ☐ material procurement costs
- ☐ labour and manufacturing costs
- ☐ administrative and project management costs
- ☐ supplier cancellation charges

These costs may be deducted from any refund due to the client.

9.6 Refund Processing

Refunds for cancelled orders processed through website payment gateways may take between five (5) and ten (10) business days to reflect in the original account used for payment.

Where refunds are processed for custom projects, please allow up to seven (7) working days for the transaction to be completed.

10 Collection and Storage

Once manufacturing has been completed, TLC Online will notify the client that the order is ready for collection, delivery, or installation, and the final invoice will be issued in accordance with the payment terms.

The final invoice must be settled within seventy-two (72) hours of issue.

If TLC Online completes manufacturing earlier than the estimated lead time previously communicated to the client, TLC Online will honour the originally communicated completion timeframe before collection deadlines or storage charges are enforced.

Storage of completed modules is only available for orders where the final invoice has been paid in full.

If payment is received within seventy-two (72) hours of the final invoice being issued, TLC Online may store the modules free of charge for a period of fourteen (14) consecutive days from the date the order is ready or from the originally communicated completion timeframe, whichever occurs later.

If the order remains uncollected after the fourteen (14) day free storage period, TLC Online reserves the right to charge a storage fee of R100 excl. VAT per module per day, subject to space availability, for a maximum storage period of three (3) months.

All storage fees must be paid in full prior to the release of the order.

If the final invoice remains unpaid after seventy-two (72) hours from the date of issue, TLC Online reserves the right to charge storage fees from the date manufacturing was completed.

During any storage period, TLC Online will take reasonable care in handling and storing the order. However, the client acknowledges that workshop environments involve the movement of materials, equipment, and personnel. TLC Online shall therefore not be held liable for minor wear, surface marks, dust accumulation, or other incidental conditions that may occur while the order is stored.

The client remains responsible for insuring the goods against loss or damage during the storage period.

If the order remains uncollected for more than three (3) months, TLC Online reserves the right to sell the modules to recover outstanding amounts, storage costs, and any other costs reasonably incurred.

Delays arising from the client's site not being ready for delivery or installation do not alter manufacturing lead times or payment obligations.

11 Delivery, Collection and Transport

11.1 General Delivery Conditions

The client is responsible for ensuring that the delivery route and installation site are accessible and suitable for the safe delivery of the order. This includes verifying doorway sizes, passages, staircases, elevators, and any other potential obstacles that may restrict access.

The client must inform TLC Online in advance of any delivery restrictions, including but not limited to stairs, apartments, elevator access, narrow passages, or estate access regulations. Failure to disclose such restrictions may result in delivery delays and additional charges.

If undisclosed access restrictions are encountered upon arrival, TLC Online reserves the right to deliver the order to the nearest safe and accessible location, including but not limited to the ground floor, entrance area, or base of a staircase. Any additional labour or equipment required beyond this point will be for the client's account.

11.2 Delivery Charges and Packaging

Delivery charges quoted by TLC Online do not include packaging unless expressly stated in the quotation.

Where packaging is required, packaging costs will be charged at 3% of the total value of the cabinets ordered, unless otherwise agreed.

Additional charges may apply for:

- ☐ outlying delivery areas
- ☐ specialised lifting equipment or hoisting
- ☐ additional labour due to site access limitations

11.3 Inspection and Acceptance (All Deliveries)

All goods must be inspected by the client, or their appointed representative, at the time of delivery or collection.

Any visible damage, defects, or discrepancies must be noted immediately, and damaged goods must be refused upon delivery.

Once goods have been accepted and the delivery note or collection confirmation has been signed, the goods shall be deemed to have been received in acceptable condition.

11.4 Third-Party Transport – Client-Appointed

Where the client elects to make use of a third-party courier or transport provider, including but not limited to companies such as Biddulphs, such service provider is appointed directly by the client.

In this scenario:

- ☐ the transport quotation is issued in the client's name
- ☐ the client contracts directly with the transport provider
- ☐ the client makes payment directly to the transport provider
- ☐ TLC Online does not act as a transporter, agent, or contracting party

TLC Online may assist in obtaining quotations as a convenience only and does not add any markup to transport costs.

11.5 Risk and Liability – Client-Appointed Transport

Once goods have been collected by or handed over to the client's appointed transport provider, all risk passes to the client.

TLC Online shall not be liable for:

- ☐ damage during transport
- ☐ loss or delays
- ☐ handling or storage by the transport provider

11.6 Claims – Client-Appointed Transport

In the event of damage or loss during transport:

- ☐ the client must inspect the goods upon delivery before acceptance
- ☐ any damaged goods must be refused immediately and returned with the transporter
- ☐ the client must submit any claim directly with the transport provider

The client acknowledges that:

- ☐ all claims are between the client and the transport provider
- ☐ insurance cover, excess fees, and claim conditions are the client's responsibility

Any claim must include:

- ☐ cost of repairs
- ☐ re-delivery or re-shipping costs where applicable

11.7 Third-Party Transport – TLC-Arranged

Where TLC Online arranges transport on behalf of the client and contracts directly with the courier or transport provider:

- ☐ TLC Online acts as the contracting party with the transporter
- ☐ transport charges may include a management or handling fee
- ☐ TLC Online will coordinate logistics and communication with the transporter

11.8 Risk and Claims – TLC-Arranged Transport

Where transport is arranged and contracted by TLC Online:

- ☐ risk in the goods remains with TLC Online until delivery has been completed and accepted by the client
- ☐ the client must inspect goods upon delivery before signing acceptance

If damage is identified at delivery:

- ☐ the damage must be noted or goods refused

- ☐ TLC Online will manage the claim process with the transporter

If damage is reported after acceptance:

- ☐ the client may be responsible for return transport costs
- ☐ TLC Online reserves the right to assess the claim before proceeding

11.9 Collection of Goods

Where the client elects to collect goods from TLC Online's premises:

- ☐ the client must inspect the goods at the time of collection
- ☐ collection confirms that the goods are correct and free from visible defects
- ☐ all responsibility for transport, handling, and storage passes to the client upon collection

If any issues are identified after collection:

- ☐ the client is responsible for returning the goods to TLC Online
- ☐ TLC Online is not responsible for collection or transport costs

Any assistance provided by TLC Online shall be at its sole discretion and shall not constitute an admission of liability.

11.10 Important Distinction

The client acknowledges that the allocation of risk, responsibility, and claims process differs depending on whether transport is:

- ☐ arranged and paid for directly by the client; or
- ☐ arranged and contracted by TLC Online

The applicable clause shall be determined based on who appointed and paid the transport provider.

14 Installation

14.1 Installation Services

TLC Online primarily manufactures and supplies freestanding cabinetry. Installation services are not included as part of the standard supply unless expressly stated in the quotation.

Installation assistance may be offered by TLC Online at its sole discretion and is subject to workshop capacity, scheduling availability, and project requirements at the time.

Where installation services are provided, the terms and conditions relating to site access, site readiness, and installation responsibilities contained in this agreement shall apply.

Where installation services are not provided by TLC Online, the client or their appointed contractor remains fully responsible for the installation of the order.

14.2 Site Access and Readiness

Where installation services are provided by TLC Online, the client must ensure that the installation site is accessible, safe, and ready for installation at the scheduled time.

The client must provide clear and unrestricted access to the installation area, including adequate workspace, lighting, and access routes for transporting the order into the premises.

All construction work that may affect installation—including flooring, tiling, plumbing, electrical work, and wall finishing—must be completed prior to installation unless otherwise agreed.

The client is responsible for ensuring that the installation area is cleared of furniture, appliances, fittings, fixtures, vehicles, building rubble, existing cabinetry, and any other obstructions before the installation team arrives.

Failure to provide suitable site access or readiness may result in installation delays, additional labour charges, or the rescheduling of the installation.

14.3 Unforeseen Site Conditions

Quotations provided by TLC Online are based on the conditions that are visible and reasonably identifiable at the time of quotation.

Should unforeseen or hidden conditions arise during manufacturing, delivery, or installation that affect the scope of work, TLC Online may suspend work and issue a revised quotation for any additional labour, materials, or remedial work required.

Such conditions may include, but are not limited to, structural issues, hidden obstructions, incorrect plumbing or electrical positioning, uneven floors, or other site-related complications not previously disclosed.

Any additional work required as a result of these conditions will only proceed once the revised quotation has been accepted by the client.

14.4 Installation Responsibilities

TLC Online does not handle or move private property. The client is responsible for securing or removing any personal belongings or fixtures that may be affected during installation.

If TLC Online arrives at the installation site and the area is not ready or accessible, the order may be delivered and the installation rescheduled once the site meets the necessary requirements.

In such cases, the client will be responsible for the safe storage and protection of the order on site. The order will not be returned to TLC Online's warehouse.

TLC Online, its employees, and subcontractors shall not be held liable for any damage caused by drilling into concealed plumbing, water supply pipes, electrical wiring, or other hidden services located within walls, floors, or structures during installation.

Minor surface damage to surrounding finishes, including plaster, paint, tiles, or wall surfaces, may occur during standard installation procedures such as drilling or fixing cabinets. TLC Online shall not be liable for such damage where it results from normal installation activities.

The client acknowledges that cosmetic touch-ups, repainting, or minor repairs to surrounding surfaces may be required after installation.

14.5 Removal of Existing Units and Materials

The removal of existing cabinets, countertops, materials, rubble, or any other items is not included in the quotation unless expressly stated otherwise.

The client must ensure that all existing units and materials that may interfere with installation are removed prior to the scheduled installation date.

If TLC Online is requested to remove existing units or materials, such work will be subject to an additional quotation and charge.

15 Plumbing and Electrical Services

TLC Online does not provide plumbing or electrical connection services.

The client is responsible for ensuring that all plumbing and electrical utility points, including any electrical supply required for cabinet lighting, are correctly positioned prior to delivery or installation.

TLC Online will not undertake on-site cabinet modifications, cut-outs, or electrical connections to accommodate incorrectly positioned plumbing or electrical points.

If utility points are incorrectly located and prevent installation or connection of appliances or cabinet lighting, the client will be responsible for arranging the necessary adjustments by a qualified plumber or electrician.

Where TLC Online is required to return to site due to incorrectly positioned utility points, additional travel and labour charges may apply.

16 Independent Contractors

Any electricians, plumbers, builders, installers, or other contractors engaged in connection with the client's project are independent contractors and are not employees, agents, or representatives of TLC Online.

Where TLC Online provides the name or contact details of any contractor, this is done purely as a convenience to the client and does not constitute a recommendation, endorsement, or guarantee of their work.

TLC Online accepts no responsibility or liability for the services, workmanship, conduct, or performance of any third-party contractors engaged by the client.

The client remains solely responsible for selecting, appointing, and managing any third-party contractors required for their project.

17 Snag List (Applicable Only Where Installation Is Performed by TLC Online)

This clause applies only where installation services are provided by TLC Online.

The client must submit a written snag list (an itemised list of outstanding defects or issues requiring attention) within seven (7) working days from the date of practical completion of the installation.

Failure to submit a snag list within this period will be deemed confirmation that the installation has been completed satisfactorily.

Snag items will be addressed during normal business hours. Where work is requested outside normal business hours, any additional costs incurred, including labour or transport costs, will be the responsibility of the client.

The client must ensure that the snag list is complete and accurate. Only one snag list will be accepted, and any additional items reported thereafter may be treated as new service requests and may incur additional charges.

Where TLC Online has only supplied or delivered the order and has not performed installation, the client is responsible for inspecting the goods at the time of delivery or collection in accordance with the delivery and collection clauses contained in this agreement.

18 Third-Party Supplier Products

Certain products supplied as part of a project may be sourced from third-party manufacturers or suppliers.

Where goods are supplied by a third-party manufacturer or supplier, any returns, warranty claims, or product queries must be directed to the relevant supplier in accordance with their terms and conditions.

TLC Online accepts no responsibility for handling returns, warranty claims, or service issues relating to products manufactured or supplied by third parties.

18.1 Granite and Reconstituted Granite Countertops

The supply and installation of granite or reconstituted granite countertops are performed by an independent third-party supplier.

These countertops require on-site measurements after the cabinet carcasses have been installed.

Installation of granite or reconstituted granite products will typically commence 7–10 working days after final measurements have been taken, subject to material availability.

Confirmation of installation dates will be provided after the measurement process has been completed.

TLC Online reserves the right to revise any quotation for granite or reconstituted granite products based on the final measurements taken on site.

18.2 Cancellation of Granite or Reconstituted Granite Countertops

Orders for granite or reconstituted granite countertops may be cancelled within seven (7) days from the date of order confirmation or deposit payment.

After the seven (7) day period has elapsed, the countertop order shall be considered final and may not be cancelled.

This applies regardless of whether the countertops have been fabricated, cut, measured, or installed at that stage.

As granite and reconstituted granite countertops are custom-fabricated products reserved specifically for the client's project, the client will remain responsible for the full cost of the countertops once the seven (7) day cancellation period has expired.

Where cancellation occurs within the seven (7) day period, any costs already incurred by TLC Online or the third-party supplier, including measurement or administrative costs, may be deducted from any refund due.

19 Manufacturing Tolerances, Warranty and Defects

19.1 Manufacturing Tolerances

All cabinets manufactured by TLC Online are handcrafted using natural materials and precision woodworking methods.

Minor variations in colour, grain, finish, alignment, and dimensions may occur and are considered a normal part of the manufacturing process.

Unless otherwise specified, a dimensional tolerance of approximately ± 3 mm shall be considered acceptable and shall not be regarded as a defect.

Where freestanding modules are positioned adjacent to one another, minor height or alignment differences may occur due to manufacturing tolerances or floor conditions. Such variations are considered normal and do not constitute defects.

19.2 Colour, Finish and Material Variations

TLC Online will make reasonable efforts to match agreed colours, finishes, and materials to the specifications provided.

However, exact colour or finish matching cannot be guaranteed. Variations may occur between different batches of materials or finishes, including but not limited to paints, stains, laminates, veneers, timber grain, and hardware finishes such as handles and fittings.

Natural materials and finishes may also appear slightly different depending on lighting conditions, substrate materials, and manufacturing processes.

Where projects are completed in multiple phases or at different times, minor variations in colour, finish, or material appearance may occur between components manufactured at different times.

Such variations are considered normal characteristics of the materials and manufacturing process and shall not be regarded as defects.

19.3 Natural Wood Products

Products manufactured from natural timber may exhibit variations in grain pattern, colour tone, texture, and natural markings.

Timber is a natural material and may expand, contract, warp slightly, or develop minor cracks due to changes in temperature, humidity, or environmental conditions.

Such movement and changes are natural characteristics of wood and shall not be regarded as manufacturing defects.

TLC Online shall not be responsible for changes in timber appearance or movement caused by local climate conditions, environmental exposure, or improper care and maintenance.

19.4 Unfinished Surfaces

Cabinet units supplied by TLC Online are finished on visible and exposed surfaces only.

The backs, bottoms, tops, and other non-visible surfaces of cabinets are not painted or finished by default.

This is standard manufacturing practice and shall not be regarded as a defect.

If the client requires these areas to be painted or finished, this must be specified at the time of quotation and may incur additional costs.

19.5 Site Tolerances

Cabinets manufactured by TLC Online are built square and true.

Walls, floors, corners, and other structural elements within buildings are rarely perfectly level or square due to normal construction tolerances.

Where walls or corners deviate from ninety degrees (90°), or where floors are uneven, small gaps or alignment variations between cabinets and surrounding structures may occur.

Such conditions are inherent to the building structure and shall not be regarded as defects in the cabinets supplied.

Corner cabinets are manufactured to form a ninety-degree (90°) angle. Where the building structure deviates from this angle, minor gaps or alignment differences may occur and shall not be considered a defect.

19.6 Workmanship Guarantee

All products manufactured by TLC Online are covered by a twelve (12) month workmanship guarantee.

This guarantee ensures that the products are free from defects in workmanship for a period of 12 months from the date of installation, delivery, or collection, whichever occurs first.

This guarantee applies only to defects arising from the manufacturing process.

The workmanship guarantee will be considered void if the client's account remains unpaid in full. To maintain the validity of the guarantee, the account must be settled within 30 days from the payment due date.

Any workmanship-related issues must be reported to TLC Online within the warranty period for assessment.

19.7 Hardware Components

Hardware components supplied by Blum, including hinges, runners, and Metabox drawer systems, are covered by Blum's manufacturer warranty.

The Blum warranty does not apply to damage caused by external factors such as building dust, stone or granite grinding, misuse, overloading, or improper installation.

Warranty claims relating to Blum hardware will be subject to Blum's manufacturer terms and conditions.

19.8 Drawer Systems and Reinstallation

Drawers supplied with TLC Online cabinetry are pre-installed and factory-adjusted for the specific cabinet unit.

If a drawer is removed by the client or any third party, the responsibility for correct handling and reinstallation rests entirely with the client.

TLC Online shall not be liable for any damage, misalignment, or malfunction resulting from the removal or incorrect reinstallation of drawer systems by the client or any third party.

Clients are advised to consult with TLC Online before removing drawer systems if assistance or guidance is required.

19.9 Self-Installation and Third-Party Installation

Where cabinets are installed by any party other than TLC Online, including the client or a third-party contractor, TLC Online shall not be liable for any issues arising from incorrect installation, misalignment, levelling errors, or improper adjustment of doors, drawers, or hardware.

The responsibility for correct installation, levelling, securing, and adjustment of the units rests entirely with the client or the installer appointed by the client.

Prior to collection, delivery, or courier shipment, TLC Online will conduct an inspection of the order to confirm that they have been manufactured correctly and that all doors, drawers, and hardware are operating as intended.

Clients are encouraged to inspect the units prior to collection or delivery. Where an in-person inspection is not practical, an inspection may be conducted via video call.

Any faults identified during this inspection will be rectified by TLC Online before the order is released for collection, delivery, or shipment.

19.10 Warranty Exclusions

The warranty provided by TLC Online does not cover damage caused by:

- ☐ improper or incorrect installation
- ☐ modifications made after supply
- ☐ misuse, neglect, abuse, or overloading
- ☐ water leaks, plumbing failures, or moisture exposure
- ☐ pipe leaks or building defects
- ☐ exposure to extreme temperatures or environmental conditions
- ☐ acts of nature or structural movement
- ☐ damage caused by third-party contractors
- ☐ normal wear and tear

The warranty will be considered void where cabinets have been modified, incorrectly installed, or damaged during self-installation.

19.11 Drawer Load Capacity

To ensure optimal performance and durability, drawers must not exceed the recommended weight limits for standard runners. Loads must also be evenly distributed within the drawer.

Recommended maximum load per drawer (kg):

Drawer Width (mm)	Maximum Load (kg)
300	22.08
400	21.19
500	20.11
600	18.95
700	17.83
800	16.72
900	15.64
1000	14.48
1100	13.14
1200	12.25

If higher load capacities are required, the client must notify TLC Online prior to manufacturing so that appropriate hardware can be supplied.

20 Limitation of Liability and Indemnity

TLC Online shall not be liable for any indirect, incidental, or consequential damages, including but not limited to loss of income, loss of profits, project delays, or costs incurred by third-party contractors arising from the supply, delivery, installation, or use of products supplied under this agreement.

The client agrees to indemnify and hold harmless TLC Online, its employees, agents, and subcontractors from any claims, losses, damages, or expenses brought by third parties arising from the client's project, except where such loss is directly caused by proven negligence or defective workmanship on the part of TLC Online.

TLC Online shall not be responsible for losses arising from circumstances beyond its reasonable control, including but not limited to force majeure events, supplier delays, transport disruptions, labour shortages, or site conditions outside of TLC Online's control.

21 Photographic Records

TLC Online may take photographs of manufactured products, delivered goods, or installation areas for the purposes of quality control, record keeping, or dispute resolution.

Such photographs may be used as evidence to confirm the condition of goods at the time of delivery, collection, or installation.

Photographs may also be used by TLC Online for internal documentation or marketing purposes unless the client expressly objects in writing.

22 General

22.1 Client-Supplied Items

Where the client supplies any item required for measurement, drilling, fitment, integration with, or manufacture of an order—including taps, basins, sinks, appliances, handles, or other components—the client must deliver the item directly to TLC Online’s production facility at Unit 14, Block C, Limeroc Business Park, Magner Street, Knoppieslaagte, Centurion, Pretoria.

Client-supplied items must not be delivered to a TLC Online showroom, including the Strubens Valley showroom. TLC Online does not provide inter-branch courier or transport of client-supplied items from a showroom to the production facility.

The client is responsible for ensuring that every item is clearly marked with the client’s name and quotation or order number and is delivered by the date requested by TLC Online. Late delivery, delivery to the wrong location, missing identification, incompatibility, or failure to supply the item may delay manufacturing and may result in additional costs for the client.

23 Governing Law

This agreement and any dispute arising from it shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

24 Severability

If any provision of these Terms and Conditions is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, such provision shall be severed from the agreement and the remaining provisions shall continue to remain in full force and effect.

25 Entire Agreement and Supersession

These Terms and Conditions, together with the accepted quotation and any written variations agreed between the parties, constitute the entire agreement between the client and TLC Online.

These Terms and Conditions supersede and replace any prior agreements, quotations, discussions, or understandings, whether written or verbal, relating to the supply of goods or services by TLC Online.

No verbal statements, representations, or agreements shall have any force or effect unless confirmed in writing.

In the event that TLC Online updates or revises its Terms and Conditions, the latest version in force at the time of quotation acceptance or payment shall apply to the transaction.

CLIENT ACCEPTANCE

By signing below, or by proceeding with payment, collection, delivery, installation, or use of products supplied by TLC Online, the client confirms that they have read, understood, and agree to be bound by these Terms and Conditions.

The client acknowledges that these Terms and Conditions form part of the agreement governing the supply of goods and services provided by TLC Online.

Signature

Name and Surname

Date