

Terms and Conditions of sale of Made to Order

1. Definitions

- 1.1 **“App”** means our online application software that is provided by Mr Price Home that you install or download from an online application store and access via a mobile device, including any smartphone and/or tablet device;
- 1.2 **“Business Day(s)”** means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.3 **“CPA”** means the Consumer Protection Act 68 of 2008 of South Africa;
- 1.4 **“Good(s)”** means the custom-made or made to order couch(es), sofas and chairs that are manufactured especially for, and made in accordance with your specifications;
- 1.5 **“Mr Price Home”** means Mr Price Home, a division of Mr Price Group with registration no. 1933/004418/06 and its address at Upper Level, North Concourse, 65 Masabalala Yengwa Avenue, Durban, 4001;
- 1.6 **“Order”** means the Goods purchased by you from our Website;
- 1.7 **“Personal Information”** means any and all information that identifies you given to us by you or that we already hold about you, which we may record or retain;
- 1.8 **“Services”** means any and all services related to the supply of the Goods provided by us to you in accordance with these Terms and Conditions;
- 1.9 **“Terms and Conditions”** means these terms and conditions of sale, and all annexures, schedules, attachments, or the like, attached hereto;
- 1.10 **“We”, “us”, or “ours”** means Mr Price Home and shall include any agent or independent contractors who may be responsible for the provision of the Goods and or Services on behalf of Mr Price Home;
- 1.11 **“Website”** means our online store, which can be assessed at www.mrphome.com or our App; and
- 1.12 **“You” or “Customer”** means the person entering into these Terms and Conditions.

2. Terms of sale

- 2.1 We agree to sell to you the Goods subject to these Terms and Conditions. You acknowledge that these Terms and Conditions are in addition to the Mr Price Group Website terms and conditions which are available [here](#).
- 2.2 When placing an online order, a user profile will be created which will serve as consent to and acceptance of these Terms and Conditions.
- 2.3 These Terms and Conditions are important and should be carefully noted as they contain provisions which, within the limits of the Consumer Protection Act, may limit our risk or liability; create risk or liability for you as a consumer; and serves as an acknowledgement by you of any fact.
- 2.4 You will select the specific requirements for the Goods on our Website. You will be required to make full payment of the Order value in order to confirm your Order. If you fail to make full payment your Order will not be processed.
- 2.5 You acknowledge and agree that once an Order has been processed and sent into production, the measurements and configurations are binding and cannot be amended.
- 2.6 You will elect the Mr Price Home store where the Goods will be made available to you for collection.
- 2.7 You will have an opportunity to inspect the Goods to ensure that the Goods provided are as ordered. When collecting the Goods from a Mr Price Home store, please take your time, and inspect the Goods carefully.
- 2.8 You will be required to sign the proof of receipt confirming acceptance of the Goods at collection of the Goods.
- 2.9 If the Goods do not comply with your Order, you must inform us within 7 (seven) days in order for arrangements to be made for the repair or replacement of the non-conforming Goods.
- 2.10 You acknowledge that:
 - 2.10.1 in terms of section 20(3)(b) of the CPA that you are not entitled to return the Goods and receive a full refund if any have been partially or entirely disassembled, physically altered, permanently installed, affixed, attached, joined or added to other goods or property.
 - 2.10.2 that due to the Goods being special-order goods in terms of the CPA, our liability to you is limited to the repair or replacement of the non-conforming materials or components.
- 2.11 If the Goods are defective and are reported within 6 (six) months, Mr Price Home will, at your election, refund you the purchase price paid for the Goods.

- 2.12 Should you elect to assemble the Goods on your own, we are not liable for the incorrect assembling of the Goods and the resultant damage to the Goods. You agree that you shall have no claim against us arising from the incorrect assembling of the Goods.
- 2.13 You shall ensure that the Goods are handled, installed used or otherwise dealt with in a normal and reasonable manner, and where applicable, in a manner consistent with the instructions given when the Goods were purchased.
- 2.14 Subject to the provisions of the Consumer Protection Act, at our discretion, we reserve the right to refuse returns of any Goods that do not meet the above return conditions.
- 2.15 You acknowledge that due to nature of the Goods, you may not cancel the Order once payment has been made.
- 2.16 Mr Price Home reserves the right to cancel an Order. In the event of an Order being cancelled by Mr Price Home you will be refunded in full.
- 2.17 Delivery of the Goods can take up to 8 (eight) weeks from the date the order is placed. Whilst every effort is made to ensure stock availability, we will endeavour to notify you as soon as we are informed that any item is out of stock or if there are any delays which may impact this manufacturing lead time.
- 2.18 You will be notified when the Goods are ready for collection. Should we not be able to contact you after three attempts on the telephone number provided by you, you acknowledge and agree that the Order will be deemed as being cancelled and you will forfeit any amounts paid.
- 2.19 If you fail to collect the Goods within 7 (seven) days from receiving notice that the Goods are ready for collection, we will immediately cancel your Order, and you forfeit any amounts paid for the Order.
- 2.20 Please note that your Order will be split should your Order include the Goods, as well as other items from our regular merchandise. Normal lead times will apply for regular merchandise.
- 2.21 You agree that the risk in and ownership in the Goods will pass to you on collection of the Goods.
- 2.22 Upholstered furniture such as sofas and chairs are guaranteed for one year from date of collection in respect of the frame, craftsmanship and filling. Sofa Care instructions (as per the sofa care guide) must be adhered to for the guarantee to remain valid.
- 2.23 The guarantee does not extend to the fabric used to upholster the item as this is subject to normal wear and tear associated with domestic use. It also does not cover the fabric colour fading or changing due to light exposure.
- 2.24 You acknowledge and agree that the Goods are not fully light or waterproof. We do not warrant that the Goods will be waterproof and shall not be liable to you in the event of any rain or water damage.

3. Personal Information

Mr Price Group Limited, including its trading divisions and subsidiary companies, is committed to your privacy. You acknowledge and agree that the Personal Information supplied by you in these Terms and Conditions will be processed in line with our Privacy Policy. You are required to read the Privacy Policy on our Website to understand, amongst other things, what Personal Information we collect, how we use and process your Personal Information and your rights in relation to the processing of your Personal Information. By supplying your information, you confirm that you have read and understood the Privacy Policy and you hereby expressly consent to us processing your Personal Information. You have the right to withdraw your consent to the processing of your Personal Information at any time, by notifying us. The notification procedure is set out in the Privacy Policy.

4. Breach

If you -

- 4.1 commit a breach of any provision of these Terms and Conditions which can be remedied and you fail to remedy such breach within 7 (seven) Business Days after delivery by us of a written notice to you requiring you to do so,
 - 4.2 commit an act which would be an act of insolvency; or
 - 4.3 effects or attempts to effect a compromise or composition with your creditors;
- we shall be entitled, without prejudice to and shall not constitute a release or waiver of, any other rights or remedies which we may have under this Agreement or in law, either to immediately terminate these Terms and Conditions or to claim immediate specific performance of your obligations, whether due for performance or not, and without prejudice to the right to claim damages.

5. General

- 5.1 Customer queries relating to Orders and our Service, must be directed to:
Email: help@mrphome.com
Phone number: 0800 212 535
- 5.2 You agree to receive all notifications from us (e.g., notification relating to the collection of the Goods and installation, legal notices etc.) by SMS or email on the email address or cellphone number that you provided to us.
- 5.3 You must give us written notice on the email address set out in clause 5.1 of a change to your email address or cellphone number. We will require 5 (five) days to capture the change and for it to come into effect.
- 5.4 No addition to, variation or consensual cancellation shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 5.5 If there is a conflict between the Mr Price Group Website terms and conditions and these Terms and Conditions, these Terms and Conditions will prevail.
- 5.6 You agree that we may institute any legal proceedings relating to these Terms and Conditions in any court that has jurisdiction over you. These Terms and Conditions are governed by the laws of South Africa.
- 5.7 If we do not immediately enforce any of our rights in terms of these Terms and Conditions, it does not mean that we have given up or waived any of those rights.
- 5.8 We may transfer any of our rights or obligations or arrange that any third party carries out any of our rights or obligations in terms of these Terms and Conditions, without your consent.