



Terms & Conditions

www.firedupkilns.com.au

ABN: 365 984 307 89

Last updated: December 2023

1. Introduction: The aim of Fired Up Kilns (FUK) is to provide pottery equipment to create ceramics that you can afford. We do this by working with our partners around the world to build and import affordable, solid, and functional kilns, wheels, parts, furniture, and equipment for the Australian and New Zealand pottery markets.
1. Effective Date: These terms and conditions are effective from June 2020.
2. Jurisdiction/governing law: Laws of the State of Victoria, Australia.
3. Privacy: The privacy of our clients is paramount and FUK will never disclose or share the personal details of a client (except when required by law) to a 3rd person without the expressed consent of the client.
4. Lead times for manufacturing / shipping: Although every effort is made to ensure quoted time frames are achieved, many issues outside the control of FUK impact. FUK commits to ensuring you are informed of any delays promptly, however, accepts no liability for delays outside of its control. If a delay is greater than 4 weeks from the expected quoted delivery time, then a no-obligation cancellation of your order and full refund of any moneys paid is available on request.
5. Termination of orders: Orders accepted by FUK are not subject to change or cancellation by the client, however clients should contact and discuss their changed circumstances with FUK at their earliest convenience. In extreme and exceptional circumstances and upon receipt of a written justification, the deposit (or part there-of) may be returned at the sole discretion of FUK.
 - a. FUK retain the right to cancel an order or refuse to supply a product should the client be abusive, misleading, defamatory, threatening, offensive or otherwise inappropriate in dealing with FUK, its employees or subcontractors. If FUK cancels an order a full refund will be provided within 7 days.
6. Returns and exchanges: FUK does not offer returns or exchanges.
7. Changes: Changes may be made in specifications for material or product improvements without notice or obligation. Any photos or images used on the website, manuals or social media may not be the Australian version of the product and should be considered indicative only.

8. Pricing: Prices may change at short notice based on the changing costs of materials and shipping. All price changes are effective as soon as they are posted on the Fired Up Kilns website and supersede any other published materials. Prices remain current and will be honoured on quotes that are accepted prior to their expiry (or valid until) date.
9. Credit Card fees: Credit card fees are passed on to our customers. We recommend using Direct Debit to avoid any additional charges.
10. Invoicing: Kilns and other products are invoiced at the Point of Sale with a receipt of payments issued upon request. A final receipt with any outstanding balance will be provided when the product(s) are nearing readiness for delivery. Orders will not be shipped until full payment of the invoice has been received.
11. Invoice Expiry: If an outstanding amount has not been paid by the expiry date on the invoice and the order is ready for shipment, FUK reserves the right to:
 - a. Supply the product to another person.
 - b. Re-issue the outstanding invoice while delaying the order to the next available shipment.
 - c. Consider the order cancelled with the client forfeiting all moneys already paid, if the invoice remains unpaid by a 2nd due date.
12. GST: 10% GST is applied to all purchases made within Australia by Australian Law. International sales will be taxed at the appropriate rate for that country. All quoted prices are inclusive of GST.
13. Non-refundable Deposits: Due to the material and workforce costs of building and shipping kilns, a non-refundable deposit is required for all kilns. Review the FUK website or contact FUK to find out the deposit required for a particular product. Please read 'Termination of Orders' (point 5).
14. Storage: FUK cannot store kilns due to their size and limitations on space, storage of kilns results in costs to FUK. Therefore, FUK will allow for a 4-week grace period from when the kiln is available to it being collected, delays beyond that will be charged at \$50 per week (or part thereof) and payable prior to collection.
15. Delivery and shipping: FUK encourage the utilisation of its service to coordinate the freighting of large, heavy, or bulky items.

All products have multiple quality and damage checks prior to packaging and dispatch from the FUK factory. If you believe your shipment has any items missing or is incorrect, please call or email FUK immediately. Do not return any items until instructions have been received by FUK.

Always take photographs of any concerns or damage to products and its packaging. This will be essential evidence if an insurance claim is required. Always inform FUK within 3

days or the claim may not be accepted due the insurance rules of many courier companies.

- a. Freight to your home or work: Products will be insured by FUK up to the arrival at your location and unloaded from the delivery vehicle. Please ensure you have insurance cover for the kiln after it has been unloaded from the vehicle and during the move to its permanent location.

Someone must be present to receive the product, the client is liable to negotiate with the delivery company directly any issues regarding date, time, or your local quirks of delivery.

Do not sign the consignment note until you have inspected the box / crate / package from any damage associated with transport. If you see obvious external damage, then write “refused due to damage” on the consignment note and the product will go back with the freight company who will be responsible. Some larger kilns will have ‘shock watches’ & ‘Tilt Indicators’ attached that must be inspected as having not activated prior to accepting a shipment. If you accept delivery or sign a delivery note despite obvious damage, liability rests with you.

- b. Collection from a Depot: Should you collect or organise collection from a depot, then you will be liable for insuring the product from the moment of uplift from the Depot. Please ensure inspection prior to uplift as your liability begins from that point.
- c. In-Person Collection: Should you collect items from the FUK factory then you will be liable for insuring the product from the moment of uplift from the FUK factory. Please inspect prior to uplift as your liability begins from that point.
- d. Australia Post: Smaller packages may be sent by Australia Post, or a courier. Any damages will need to be claimed by the recipient through the Australia Post / couriers services directly.

16. Lifting & Setup: Kilns are heavy and top heavy when unbalanced. Please discuss the safety equipment, lifting equipment and number of people required to safely unpack or move your kiln, prior to any attempt to move your new kiln. FUK recommends the use of a forklift or a pallet-jack and a minimum of two strong people.

17. Electrical Safety: All products are electrically complaint to Australian standards. FUK strongly recommends that a qualified local electrician is engaged prior to the purchase of a kiln and again for installation as required. NEVER open or interfere with the electrical box and should you have any concerns, turn the kiln off at the power source and seek the advice of a qualified electrician immediately.

18. Safety Notice: The purchaser acknowledges that equipment improperly installed, maintained, or operated can pose a serious threat to a person's safety, environmental integrity, and product/process quality. FUK equipment is provided with various safety, performance, and operating limits, designs, and devices which, if disconnected, altered, tampered with, or changed by the owner, will become the owners sole risk and responsibility and such actions will absolve FUK of all obligations and liabilities with respect to the function of such limits, designs, and devices.
19. Instruction Manuals: Instruction manuals are available on the FUK website and can also be emailed on request. It is the expectation of FUK that all owners will read, understand, and comply with the instructions as set out in the manuals. Any non-compliance with the manual's instructions may invalidate the warranty of the product.
20. Technical Support: FUK is happy to provide technical support and advice during office hours when appropriate or refer you to our network of technical experts. Please also refer to our website for a wide range of resources.
21. Dispute / Complaint Resolution: If a dispute or complaint arises that cannot be resolved by the parties involved, it is to be referred to a senior manager / Director of the parties. All discussions and actions will be undertaken on a 'without prejudice' basis. If the issue remains unresolved after 30 days, then either party may commence alternative proceedings.
22. Copyright: FUK products, services and materials are protected as far as is possible, under the copyright Law as set out in the Copyright Act 1968 (Cth). As the owner of its copyright, Fired Up Kilns has exclusive rights over its material.
23. Warranty: This is an abridged version, please refer to the warranty document on the FUK website for the full binding warrant information.

The warranty terms herein apply to all equipment sold in Australia and New Zealand by Fired Up Kilns. Fired Up Kilns provides a warranty for its equipment only to the party that originally purchased the equipment from Fired Up Kilns or its authorized resellers or distributors.

The warranty period starts from the date the product is dispatched from Fired Up Kilns or its authorized resellers or distributors and continues for a term of twelve (12) months. Some items are provided with a 2 year warranty, please confirm this prior to purchase. You may be required to provide proof of your purchases as a condition of receiving any warranty service.

Fired Up Kilns warrants that the equipment including the electronic equipment provided will meet the current functional specifications published as at the date of original delivery for the period, if properly installed and operated as designed and accordance with instructions.

In the event of a valid warranty claim, Fired Up Kilns' will at its sole discretion either repair, replace or refund the whole or part of the equipment. Any repairs or replacement will be rendered at Fired Up Kilns offices or as Fired Up Kilns sees fit. The replacement equipment need not be new or the identical model or parts. Fired Up Kilns may in its discretion replace the defective equipment with a suitable alternative replacement.

Any non-approved alterations to the product will result in the warranty being void. Equipment requiring installation that is installed by a non-registered electrician or other suitably qualified person not pre-approved by FUK will result in the warranty being void. Installations not in accordance with FUK specifications will result in the warranty being void. All warranties will fulfil obligations that may be set according to the local laws of the country in which the equipment was sold by Fired Up Kilns or its authorised resellers or distributors.

Any claim under this warranty must be submitted in writing before the end of the warranty period to Fired Up Kilns, with a written description of what the defect is, the date of purchase and the serial number (if applicable). The defective equipment should be sent to Fired Up Kilns offices and must be packaged to avoid any further damage in transit. The costs of the transportation are to be paid by the customer. Fired Up Kilns may reject any warranty claim where it believes that the equipment has been damaged or further damaged in transit.

The warranty provided by Fired Up Kiln does not cover equipment and electronic components that have been subjected to abuse, accident, alterations, modifications, tampering with, negligence, misuse, faulty installation, lack of reasonable care, repair or service in any way that is not as described in the documentation provided; if the model or serial number of the equipment has been altered, tampered with, defaced, removed or damage; or failure due to power surge or force majeure, and any cosmetic damage.

Elements and thermocouples are specifically excluded from this warranty as they are considered consumables. Cosmetic issues along with normal wear and tear (hairline cracks, browning of brick, shrinkage of inner bricks) that don't impact on function are not covered under warranty.

To the maximum extent permitted by law, Fired Up Kilns is not liable for any loss, costs, damages, liabilities, or consequential loss suffered by the customer or any third parties because of the equipment, including but not limited to damages for loss of goodwill, work stoppages, equipment damage, computer failure or malfunction, loss of information because of the equipment.

The customer shall indemnify and keep indemnified Fired Up Kilns and its directors, employees, contractors and related parties and holds Fired Up Kilns harmless from and against all actions, suits, causes of actions, claims, demands, costs, charges and expenses of every description made against or suffered by Fired Up Kilns due to the use, operation, safety features and procedures for use in respect of any equipment which has been purchased from Fired Up Kilns.