

LIMITED PRODUCT WARRANTY:

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.

LIMITED EQUIPMENT AND ELECTRONIC COMPONENTS WARRANTY

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 of twelve (12) months from that date, if properly installed and operated as designed and in accordance with instructions.

In the event of a valid warranty claim, Fired Up Kilns' will at its own expense and 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 another location 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.

WHAT TO DO FOR A WARRANTY CLAIM

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 must be sent to the 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.

WHAT IS NOT COVERED

The warranty provided by Fired Up Kiln **does not cover:**

1. equipment (and electronic components) that have been subjected to:
 - a. abuse,
 - b. accident,
 - c. alterations,
 - d. modifications,
 - e. tampering with,
 - f. negligence,
 - g. misuse,
 - h. faulty installation,
 - i. lack of reasonable care,
 - j. repair or service in any way that is not as described in the documentation provided;
2. if the model or serial number of the equipment has been altered, tampered with, defaced, removed or damage;
3. failure due to a power surge or force majeure; and
4. cosmetic damage that does not affect functionality.

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.

LIMITATION OF LIABILITY

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.

INDEMNITY

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.

GOVERNING LAW

This warranty shall be governed by the laws of Victoria, Australia.

Effective from: August 2020

Document last reviewed: August 2023

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Fired Up Kilns works from the lands of the Wurundjeri Woi Wurrung and Bunurong peoples of the Kulin Nation and we pay our respects to their Elders, past, present and emerging.

