



Terms & Conditions

www.firedupkilns.com.au

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1. Introduction: The aim of Fired Up Kilns (FUK) is to provide pottery supplies 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, New Zealand and Pacific pottery markets. We strive to follow the 5 R's - Reduce, Reuse, Recycle, Refuse, Rethink and Repair wherever possible to keep costs low and improve our environmental impact. Although the word 'kilns' is often used, these Terms & Conditions apply to all products and services provided by FUK.
2. Effective Date: These terms and conditions took effect 1st June 2020.
3. Jurisdiction/governing law: Laws of the State of Victoria, Australia.
4. Privacy: The privacy of our customers is paramount and FUK will not disclose or share the personal details of a client (except when required by law) to a 3rd person without the expressed consent of the customer.
5. Shop / Studio / Workshop / Factory Access: If you are visiting our location, it is important to note that this is a functioning factory where sharp objects, chemicals, power tools and heavy lifting machinery is commonly used. Therefore, this is **not** a suitable location for children, unless under the close & constant supervision of a responsible adult.
6. Right of refusal: FUK retain the right to cancel an order, refuse to supply a product and / or refuse access to the FUK premises, should a client (or somebody accompanying or representing the client) be abusive, misleading, defamatory, threatening, offensive, not follow instructions or display other behaviours that are deemed unacceptable by FUK.
7. 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.
8. Termination of orders: Orders accepted by FUK and in production or on order 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 exceptional circumstances and upon receipt of a written justification, the deposit (or part there-of) may be returned at the sole discretion of FUK. If FUK cancels an order a full refund will be provided within 7 days.
9. Returns and exchanges: FUK does not routinely offer returns or exchanges. In exceptional circumstances and upon receipt of a written justification, FUK at its sole discretion may return or exchange.

10. Product Changes: Changes may be made in specifications for material or product improvements without notice or obligation. Any colours, styles 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.
11. Pricing: Prices may change at short noticed based on the changing costs of materials and shipping. All price changes are effective as soon as they are posted on the FUK 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.
12. Credit Card fees: Eftpos & credit card fees are passed on to our customers. We do not support the use of BPay. We recommend using direct debit to avoid any additional charges.
13. 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.
14. Invoice Expiry: If an outstanding amount has not been paid within 30 days from the issuing of the invoice and the order is ready for shipment, FUK reserves the right to:
 - ◆ Supply the product to another person.
 - ◆ Re-issue the outstanding invoice while delaying the order to the next available shipment.
 - ◆ Consider the order cancelled with the client forfeiting all moneys already paid, If the invoice remains unpaid by a 2nd due date.
15. Money Owed: All outstanding moneys due or owed, must be paid in full before FUK will provide any further products or services. After 60 days, FUK reserves the right to engage external debt collection agencies or seek legal remedies.
16. GST: 10% GST is applied to all purchases made within Australia by Australian Law. Items being purchased outside of Australia will have the GST removed, and any local taxes / costs / fees will be borne by the client on import. All quoted prices are inclusive of GST.
17. Non-refundable Deposits: Due to the material and workforce costs of building and shipping, a non-refundable deposit is required for all larger & bespoke items. Review the FUK website or contact FUK to find out the deposit required for a particular product. Please read 'Termination of Orders' above.
18. Storage: FUK are unable to store pre-ordered kilns, storage of kilns results in additional costs to FUK. Therefore, FUK will allow for a maximum 4-week grace period from when the customer is informed the kiln is ready for collection or dispatch. Delays beyond this will be charged at \$60 per calendar week (or any part thereof) and will be payable prior to collection.

19. Receipt of goods: Please open, inspect and ensure that kilns and other equipment are operational and in good working order within 30 days of the receipt of goods. After which time FUK will deem that the goods arrived un-damaged and in good working order.
20. Damage: All products have multiple quality checks prior to packaging and dispatch; however, we cannot control items in transit and occasionally damage or mistakes are made. If you believe your product has damage, isn't working as intended or any items are missing, please complete the '[Loss & Damage Claim Form](#)' and return to FUK as soon as possible. By providing accurate and timely information we have the best chance of resolving any issues to everyone's satisfaction.
21. Repairs: Repairs will be done by FUK or its approved contractors. Any repairs or electrician callouts is only to occur after prior approval has been granted by FUK and in accordance with its schedule of fee's. If prior approval has not been obtained, costs will be at the customers expense and may invalidate the warranty. Any expenses beyond the FUK schedule of fee, without prior approval, will be born by the customer.
22. Consumer Guarantee: We ensure our products are safe, durable, free from defects, have an acceptable appearance and perform as similar products do.

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- ◆ to cancel your service contract with us; and
- ◆ to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

To help provide clarity, FUK identifies **major problems** as issues that affect the functionality of the product, i.e.

- ◆ Full thickness and structural brick damage or dislocation.
- ◆ Significant electrical faults that prevent the kilns functioning or create risk.

To help provide clarity, FUK identifies **minor problems** as issues that are cosmetic, easily repaired or adjusted and don't impact on functioning, i.e.

- ◆ Dents or scratches on the casing.
- ◆ Cracks, chips, movement, discolouration or air pockets in kiln bricks.
- ◆ Expansion cracks following firing.
- ◆ Lid or door fitting issues that require adjustment.

- ◆ Issues with consumables that can be replaced (thermocouples, elements, contactors etc).

If a product or service does not meet FUK obligations under consumer guarantees, FUK will work with the customer to achieve a mutually just outcome that may include repair, replacement, refund or compensation. Delays in resolution may occur when third parties (i.e. delivery companies) are involved.

23. Delivery and shipping: FUK encourage the utilisation of its service to coordinate the freighting of large, heavy, or bulky items.

- ◆ **Always** take pictures of any concerns or damage to products and its packaging.
- ◆ **Always** keep any damaged packaging / crating.

This will be essential 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.

- ◆ Freight to your home or business: 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.

- ◆ Additional Fees: If additional fees are applied by the transport company because of customer related issues / behaviours these costs will be the responsibility of the customer. Examples of issues are:
 - ◆ Hard to service destinations or poor site accessibility.
 - ◆ Inaccuracies with the delivery address.
 - ◆ Deliveries to shopping centres or multi-level buildings.
 - ◆ Restrictive time slot booking requirements.
 - ◆ Excessive driver required unload requirements.
 - ◆ Excess waiting times for the driver.
 - ◆ No forklift available onsite as planned.
 - ◆ Failed delivery or delivery returned to factory.

- ◆ 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.
 - ◆ 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.
 - ◆ After-hours drop-off & collection box: This can be made available for use at the customer's own risk. FUK does not indemnify any damage or loss that may be incurred as a result of using this after-hours drop box service.
 - ◆ Australia Post: Smaller packages may be sent by Australia Post, or a courier. To keep our products and services as affordable as possible, we simplify and often re-use packaging. If you wish for something to be packaged a certain way, please discuss with FUK regarding any additional costs. Transport damages will need to be claimed by the recipient through the Australia Post / couriers services directly.
24. Lifting, Moving & Setting up: Kilns and other large items are heavy and easily unbalanced. Please discuss the safety equipment, lifting equipment and number of people required to safely unpack or move your item, prior to any attempts to move the item. FUK recommends the use of a forklift or a pallet-jack and a minimum of two strong people. A crane truck is advised for large industry kilns, where smaller kilns on wheels may be best unpacked from their crate and gently rolled into place. Never tilt or drag kilns over uneven surfaces.
25. 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.
26. 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.
27. Instruction Manuals: Instruction manuals, operating procedures and safety advices are all 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 and on the website. Any non-compliance with instructions may invalidate the warranty of the product.

28. 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's resources and FAQ's pages for a wide range of important information.

29. Firing Service: To use the firing services, customers agree to following conditions:

- ◆ The firing services form and payment of the invoice is required prior to any firing
- ◆ Bases of glazed ware must be cleaned prior to firing
- ◆ Ware must be bone dry & contain only clay
- ◆ Clays like BRT & glaze tests must be brought in on a setter
- ◆ All ware to be marked with a makers ID
- ◆ Lids are fired on pots, unless we are instructed otherwise on the firing form
- ◆ We will attempt to accommodate any deadlines, however this cannot be guaranteed
- ◆ Ware related kiln or shelf damaged may incur a repair or replacement fee
- ◆ We are not able to store boxes or packing equipment
- ◆ FUK can refuse to fire ware at their discretion and take no responsibility for any damage caused by the firing.

30. Gift Vouchers:

- ◆ Gift Vouchers are valid for three (3) years from the purchase date. Unused value after this period will be forfeited.
- ◆ Gift Vouchers are sold for a dollar value only and cannot be redeemed for specific services or promotions.
- ◆ Gift Vouchers cannot be redeemed for cash, and change cannot be given. However, any remaining balances can be used until the voucher expiry date.
- ◆ Treat your voucher like cash, as it can be redeemed by anyone with access to the 'name' & 'number' on the voucher.
- ◆ Gift Vouchers can be redeemed in-store or online at www.firedupkiln.com.au

31. 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.

32. Distributors: Any concerns regarding our products purchased through a local distributor, should be addressed directly with the relevant distributor in the first instance.

33. 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.

34. Trademark: Fired Up Kilns and Pottery Supplies has received a Trademark (number: 2370797) with the Australian Trade Marks Register in compliance with the TRADE MARK ACT 1995.
35. Warranty: Please refer to the 'Limited Product Warranty' document available on the resources page of the FUK website to fully understand the limitations and exceptions under the warranty provisions.

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

We also acknowledge the Elders, Ancestors, cultures and heritage of all Aboriginal and Torres Strait Islander Nations.



Everyone is welcome at Fired Up Kilns.