

LIMITED PRODUCT WARRANTY:

The warranty terms herein apply to all equipment sold in Australia, New Zealand and the Pacific by Fired Up Kilns and should be read alongside the Terms & Conditions document.

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.

All Fired Up Kilns products are designed and intended for indoor use and in a static position. Failure to use the products in this manner, or in accordance with its intended use, as per the technical specifications or in accordance with the installation and use instruction, will void all warranties.

The warranty period:

- Starts from the date the product is dispatched from Fired Up Kilns or its authorized resellers or distributors.
- Has a supplier's warranty for twelve (12) months.
- Except for kilns, which have a 2-year warranty.
- Some manufacturers have additional extended warranty periods on their products.

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law.

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 (24 months for kilns) 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 or pre-approved alterations, modifications or repairs 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 (using the 'Loss or Damage Form' available to download from the resources page on the Fired Up Kilns website) before the end of the warranty period, with detailed descriptions and images 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 reasonable costs of transportation may be reimbursed if the claim is substantiated and if agreed procedures are followed and authority for such a return is granted in advance by Fired Up Kilns.

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, modifications or tampering with,
 - d. negligence,
 - e. misuse,
 - f. faulty installation,
 - g. lack of reasonable care,
 - h. freight or transport related damage,
 - i. Tilting, dragging, moving by the lid or manhandling,
 - j. improper storage or location,
 - k. repair or service that is not pre-approved or in accordance with instructions.
2. if the model or serial number of the equipment has been altered, tampered with, defaced, removed or damaged.
3. failure due to a power surge or force majeure; and
4. overfiring kiln damage, as a result of being un-monitored (misuse).

Elements, thermocouples & contactors are not covered by warranty as they are considered consumables and are affected by user related use.

Cosmetic damage along with normal wear and tear (hairline cracks, browning of brick, shrinkage of inner bricks) that does not impact function are not covered under warranty.

Damage caused to kilns from reduction firings, salt firings or the firing of products in the kiln that are not commercially designed to be fired in an electric kiln, are not covered under warranty.

Damage or wear from excessive and/or trapped corrosive gases & vapour are not covered under warranty. This is directly related to the type of items being fired, adequate ventilation and enough air movement for the volume of gases produced. It is the owner's responsibility to adjust their firing methods, improve ventilation and maintain their kiln to prevent corrosion.

LIMITATION OF LIABILITY

To the extent permitted by law, Fired Up Kilns aggregate liability is limited to the amount equal to the purchase price of the product in question.

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

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