

EASY KILNS

Terms & Conditions of Sale and Service

1. Introduction

These Terms and Conditions ("Terms") govern all sales, deliveries, installations, and servicing of products by Easy Kilns Pty Ltd ("Easy Kilns", "we", "us", or "our"). By placing an order with Easy Kilns, the customer ("you", "your") agrees to be bound by these Terms. Any contrary or additional terms and conditions presented by the customer shall not apply unless expressly agreed in writing by an authorized representative of Easy Kilns.

1A. Your Rights under Australian Consumer Law

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

These Terms and Conditions ("Terms") govern all sales, deliveries, installations, and servicing of products by Easy Kilns Pty Ltd ("Easy Kilns", "we", "us", or "our"). By placing an order with Easy Kilns, the customer ("you", "your") agrees to be bound by these Terms. Any contrary or additional terms and conditions presented by the customer shall not apply unless expressly agreed in writing by an authorized representative of Easy Kilns.

2. Governing Law and Jurisdiction

These Terms shall be governed by the laws of Victoria, Australia. Any disputes arising from these Terms shall be subject to the non-exclusive jurisdiction of the courts of Victoria. You agree to submit to the jurisdiction of these courts and waive any objections on the grounds of venue or forum non conveniens.

3. Pricing and Taxes

All prices quoted by Easy Kilns are in Australian Dollars (AUD) and inclusive of Goods and Services Tax (GST) unless otherwise stated. Prices are subject to change without notice.

Quotations remain valid for 30 days unless otherwise specified. Any applicable duties, levies, tariffs, or other taxes are the responsibility of the customer unless otherwise agreed.

4. Orders, Deposits & Cancellations

4.1 Orders are only accepted upon written confirmation from Easy Kilns. Verbal or informal requests shall not constitute a binding agreement.

4.2 A deposit is required for all kiln orders, including standard models, with higher deposits for custom units. Deposits are non-refundable.

4.3 If production has commenced, the customer may not cancel the order except with written consent from Easy Kilns. Cancelled orders may incur restocking fees, labour charges, or full forfeiture of the deposit.

4.4 Easy Kilns reserves the right to cancel or refuse any order due to stock unavailability, supply chain disruptions, or changes in production capability.

5. Payment Terms

5.1 Payment must be made in full prior to dispatch unless Easy Kilns has approved credit terms in writing.

5.2 Approved trade account holders may be offered 14 or 30-day terms at the sole discretion of Easy Kilns. Payment terms must be strictly adhered to.

5.3 Accepted payment methods include bank transfer (EFT), major credit cards, and approved digital payment services. Credit card payments may incur a surcharge.

5.4 Late payments will attract interest of 10% per month, calculated daily. Easy Kilns may suspend any further deliveries until outstanding balances are cleared.

5.5 Customers indemnify Easy Kilns for all legal and administrative costs incurred in recovering overdue payments.

6. Delivery, Risk & Title

6.1 All delivery dates provided are estimates only. Easy Kilns shall not be liable for any delays in delivery.

6.2 Delivery is deemed complete when the product leaves our premises or is handed over to the customer's nominated carrier.

6.3 Risk in the goods passes to the customer upon dispatch. Easy Kilns recommends that customers insure goods during transit.

6.4 Title remains with Easy Kilns until payment is received in full. Easy Kilns reserves the right to repossess unpaid goods at the customer's cost.

6.5 The customer is responsible for unloading and handling goods at the delivery site unless installation has been expressly included. If unloading requires special equipment such as forklifts or tail-lift trucks, the customer must arrange and bear the associated cost.

6.6 Any damage during transit must be reported in writing within 3 business days of delivery, accompanied by photographic evidence. Failure to report within this time may void claims.

7. Returns & Refunds

7.1 Returns are not accepted for change of mind, incorrect ordering, or custom-manufactured products.

7.2 If goods are damaged or defective upon arrival, customers must notify Easy Kilns within 10 business days. To initiate a return, customers must contact Easy Kilns to obtain a Return Authorisation Number (RAN). No returns will be accepted without a valid RAN.

7.3 Easy Kilns reserves the right to inspect any returned goods to determine the cause of the defect or fault. Where a repair is feasible, Easy Kilns may choose to repair rather than replace the item.

7.4 Refunds or credits will only be issued at our discretion and may be subject to deductions for:

- usage or wear;
- damage caused by improper use;
- restocking fees of up to 20%; and
- freight or handling costs incurred.

7.5 Returned goods must be unused, clean, and in their original packaging. The customer must ensure the goods are securely packed for return transport. Easy Kilns is not liable for damage during return transit. Freight costs for returns are the responsibility of the customer unless otherwise agreed in writing.

8. Installation & Use

8.1 Customers are responsible for ensuring the installation site is safe, dry, weather-protected, adequately ventilated, and compliant with local electrical standards. The kiln must be positioned in a space with sufficient airflow to prevent heat buildup and allow for safe dissipation of fumes.

8.2 Installations requiring electrician work must be completed by a licensed electrician in accordance with Australian Standards. The electrical supply must match the kiln's rated voltage and current specifications.

8.3 Easy Kilns is not responsible for installation delays caused by site inaccessibility, lack of power, or non-compliance with safety requirements.

8.4 Kilns must be operated per the provided instruction manual. Failure to follow guidelines, including prescribed firing schedules, loading procedures, and ambient condition requirements, voids any warranty or liability.

8.5 Kilns should not be used in environments with corrosive fumes, combustible materials, excessive humidity, or without adequate clearance. A minimum clearance of 300mm (12 inches) must be maintained on all sides of the kiln, including above it, unless otherwise stated in product documentation. Easy Kilns will not be held responsible for damage caused by inappropriate installation conditions.

8.6 The customer is solely responsible for ensuring the kiln is suitable for its intended purpose. Easy Kilns provides general advice only.

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8.5 Kilns should not be used in environments with corrosive fumes, combustible materials, or without adequate clearance from walls and ceilings. Easy Kilns will not be held responsible for damage caused by inappropriate installation conditions.

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9. Warranty

Refer to the separate Easy Kilns Warranty Document for detailed warranty terms, coverage, exclusions, and claim process.

10. Limitation of Liability

10.1 To the extent permitted by law, Easy Kilns is not liable for:

- Indirect or consequential loss;
- Loss of profits, production, income, or artwork;
- Loss or damage resulting from misuse, improper storage, installation, or operation.

10.2 Our liability is strictly limited to the replacement or repair of the product or refund of the original purchase price at our discretion.

10.3 We strongly recommend that customers obtain adequate insurance to cover loss, damage, or liability for commercial and institutional kiln applications.

10.4 If the goods are acquired for the purposes of a business, the guarantees under the ACL do not apply where permitted by law.

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11. Intellectual Property

All product designs, technical drawings, manuals, and written materials remain the intellectual property of Easy Kilns. You may not copy, replicate, distribute, or use them without written permission.

12. Indemnity

The customer agrees to indemnify Easy Kilns, its directors, employees, and agents against all claims, damages, liabilities, and expenses (including legal fees) arising from:

- Misuse of products;
- Negligent installation or operation;

- Breach of these Terms;
- Use of kilns for unlawful or unapproved applications.

13. Privacy

13.1 Easy Kilns complies with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

13.2 Personal information is collected for processing orders, warranties, and support services. We do not sell or share your information with third parties except as required by law.

13.3 Customers may request access to their stored personal information and request corrections. To make a privacy-related enquiry or complaint, please contact our privacy officer at support@easykilns.com.au.

13.4 Our website may use cookies or analytics tools to improve user experience. Continued use of our website indicates consent to such data practices.

14. Force Majeure

Easy Kilns shall not be liable for any failure to perform its obligations due to causes beyond its reasonable control including but not limited to fire, flood, pandemic, strikes, acts of war, shipping delays, or governmental restrictions.

15. Amendments to Terms

These Terms are subject to change without notice. The latest version will always be available at www.easykilns.com.au. Continued use of our services constitutes acceptance of the current Terms.

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16. Severability

If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

17. Entire Agreement

These Terms constitute the entire agreement between the parties regarding the subject matter and supersede any prior discussions, communications, or representations.

For all queries or support, contact Easy Kilns at:
support@easykilns.com.au or call **0484 264 395**
Visit us at www.easykilns.com.au

Effective Date: 1/01/2025