

Distinct Imports Pty Ltd Terms & Conditions

Updated Jan 1 2018

Payment

Payment accepted: Credit card, debit card, EFT and cheque.

Credit & Debit Cards accepted

1. Visa
2. Mastercard

Electronic Funds Transfer (EFT)

1. This is normally the quickest and easiest way to make a payment, especially for companies.
2. Contact info@distinctimports.com.au for BSB and Account details.
3. Purchases will be dispatched when transfer has been received.

Payment Terms for Kilns, Pottery Wheels and Slab Rollers

Payment options include.

1. A 5% discounted Pay in Full (PIF) Option applicable if account paid by due date.
2. A deposit of 50% with the balance due 7 days prior to delivery.
3. A 30% deposit with an installment after 6 weeks of 30% with the balance due 7 days prior to delivery.
4. A 'Layby' payment plan of 30% deposit and regular installments with delivery after the balance is paid in full (to approved customers).
5. A 2% Credit Card fee will apply to all Credit Card payments.

Note: As Kilns are built to specification orders accepted by Distinct Imports are not subject to changes or cancellation by the Purchaser except with Distinct Imports written consent which will specify applicable cancellation charges. In the event of such cancellation Distinct Imports shall be entitled to either (a) fifteen percent (15%) of the total purchase price or (b) the actual costs expended by Distinct Imports in the manufacture of the goods, including overhead costs and a profit of ten per cent (10%) on the total, whichever is greater as liquidated damages for said cancellation.

Advance Payment

1. Payment by EFT, credit card or debit card will expedite processing of your order.
2. Payment by personal cheque will result in delivery being after the cheque has cleared.

COD & Money Orders

1. CODs are only accepted under special circumstances with prior authorization from the Director of Distinct Imports Pty Ltd. COD refers to "Cash on Delivery"
2. No Money Orders are accepted.
3. Cash payment is accepted by prior arrangement.

Invoice Date

1. Kilns and parts are invoiced at Point of Sale with receipt of payments issued upon request.
2. A final receipt will be provided when the product(s) are delivered or, in the case of a payment plan, when they are ready to deliver.
3. Approximate delivery date of kiln may be specified WITH THE ORDER and may be changed up at times while the kiln is in production.
4. Terms begin on invoice date.

Effective Date

Jan 1, 2018

Sales Tax and Sales Tax Exemptions Policy

Where we charge sales tax (GST) and when sales tax is exempt.

Sales tax GST

We charge GST of 10% on all purchases made within Australia.

Effective Date

Jan 1, 2018

Effective Date for Pricing

All pricing on the web site is effective as soon as it is posted.

Facebook & Web Pricing

1. All pricing on Facebook and the web site is effective as soon as it is posted.
2. Prices on the web site supersede any other published materials such as price lists.

Effective Date

Jan 1, 2018

Specification Changes

Specifications may change. All photographs on Facebook and the web site might not be the Australian Version of the product.

Changes

Changes may be made in specifications for material or product improvement without notice or obligation.

Photographs and Graphical Representations

We strive to present our products in their latest form. However, because we are always upgrading our product lines, photographs and other graphical representations may not represent the most current form of the product with respect to color or minor design issues. Please refer to the specification pages or to a specific quotation for the most accurate information.

Effective Date

Jan 1, 2018

Standard Terms & Conditions of Sale

Legal Terms & Conditions of Sales

Ordering

Where to Buy Product from Distinct Imports Pty Ltd

The best place to buy a Product from Distinct Imports Pty Ltd depends of a number a factors.

Buy from a from Reseller

1. See list of our resellers.
2. Most of our resellers are experts in clays and glazes.
3. They can help you with your ceramic process questions.

Buy Direct from Distinct Imports Pty Ltd

1. For people who like to buy direct.
2. For interstate, if we do not have a reseller in your state.
3. For industrial and commercial sales.

Buy Parts

1. Refer to our website for a complete listing of our parts.
2. We stock most parts and generally ship within three days after an order is placed.

If you are an International Customer

1. We will ship direct from the Supplier or from Australia depending on stock levels at the time of ordering.
2. Spare parts will be shipped direct from Australia as required.

Effective Date

Jan 1, 2018

Lifting and Setup

1. You should have at least two strong people available to unpack the kiln and lift the kiln sections or a pallet jack/forklift for the larger kilns
2. Typical weight of a Kiln is upwards from 50kg
3. The heaviest standard Front-Loading Kiln (FL31E) is 755kg
4. Big Front-Loading kilns may require a forklift or at least a pallet-jack.
5. Set up is relatively easy but you should have some mechanical aptitude.

Shipping issues

1. Someone must be present to receive the product.
2. All deliveries will be pre-arranged prior to shipping to ensure the delivery site is ready for the product
3. If timing is an issue, please request contact Customer Service ASAP so alternative arrangements can be made
4. There is always the potential for shipping damage. See our [Shipping Damage Policy](#) and how to deal with this should it occur.
5. If there is visible damage, call our office while the driver is present before signing the receipt.

Shipping Damage Policy

Do not sign the DELIVERY RECEIPT (consignment note) until you have inspected the box or crate

1. Examine the box **AS** it is delivered and **BEFORE** the truck leaves.
2. If there is any evidence of damage when it arrives, note it in detail with the phrase "**possible concealed damage**" with the delivery driver and **immediately** call the office for instructions before the truck leaves if possible.
3. If there is obvious damage such as a hole in the box, a crushed box, etc., refuse the shipment. Write "**refused due to damages**" on the consignment note. The Product will then go back to the freight company's terminal where they are entirely responsible.
4. Open and inspect your Product box or crate as soon as possible. **DO NOT WAIT.**
5. **Take as many photographs of everything as soon as you can and email them to info@distinctimports.com.au. The time-stamp on these photograph/emails is critical when filing a damage claim!**
6. **Note: unless the following procedures are followed correctly, and we are notified within three (3) days, Distinct Imports Pty Ltd cannot accept any responsibility for the problems that**

may ensue. **There are no exceptions to this policy because we cannot control the procedures at shipping companies who have the power to deny claims.**

When Inspecting a Shipment

1. **Count** all the boxes and compare with the number shown on the consignment note.
2. Look at the name on each box. **Is it addressed to you?**
3. In case of damaged or missing boxes, write a full description of the breakage or damage or shortage on all copies of the consignment note **before you sign it**. Make your notations as specific as possible to protect yourself if concealed damage is subsequently discovered.
4. Open all cartons as soon as possible **DEFINITELY WITHIN 3 DAYS as Damage Claims MUST be filed within three (3) days of receipt of goods**. It is easy enough to repack our shipping boxes, so it is not OK to store a Product after it is delivered and then claim shipping damage later, when the shipping company will refuse to honor any claim.
5. We will notify the transport company immediately and an inspection will be arranged.
6. Hold damaged goods with any packing material undisturbed for an inspection by the carrier and a Distinct Imports Pty Ltd representative if possible.
7. **DO NOT RETURN ANY DAMAGED GOODS TO DISTINCT IMPORTS WITHOUT PRIOR AUTHORIZATION OF DISTINCT IMPORTS AND THE CARRIER.**

Deliveries Arranged by Distinct Imports

1. Because we have good relationships with the various carriers that we regularly use, we can provide superior service if an issue arises.
2. If you report shipping damage within 3 days, we will make the arrangements with the freight company for inspection. This is a necessary step for us to assess and take care of the problem. We will expedite the process, depending on your location it may take a few days to get an inspector to your site.
3. **KEEP ALL PACKAGING!**
4. This should be the end of your problem, except to assist in repacking the Product or damaged parts and getting it on a truck for shipment back to Distinct Imports (which we will arrange). If a replacement part is supplied and you are unable to fit it yourself, we will arrange for it to be fitted for you.

If the customer has selected the carrier

1. Unfortunately, we do not have the ability to control this difficult process when we have not chosen the carrier.
2. Damage claims must be collected by the consignee (that is you).
3. The consignment note is an acknowledgment by the transportation company of the receipt in good condition of the shipment covered by the invoice.
4. Once the freight company has accepted the goods from Distinct Imports the consignee must file a claim directly with the carrier for any damages occurring during shipment or final delivery.
5. Because safe delivery of a shipment is the responsibility of the carrier, it is imperative that you inspect the shipment at the time of arrival before signing the consignment note.

6. If you sign a clear consignment note (one signed without exceptions) and later find a shortage, or damage, you will be liable.
7. Claims for loss or damage may not be deducted from our invoice, nor should payment be held awaiting adjustment of such claims.
8. File a claim against the transportation company. Substantiate the claim with the examining agent's report and photographs.
9. A "certified" copy of your invoice will be available upon request at no charge from Distinct Imports.
10. Discuss with us the best way to have equipment or goods repaired or replaced.

If the Distributor has selected the carrier

1. This applies to Third Party shipments only.
2. Essentially, whoever determines which carrier to use is responsible for handling claims.
3. See above customer-selected carrier for the process.

Small packages

Australia Post / Courier

1. We will contact Australia Post or the Courier Company regarding damage and insurance claim.
2. Retain container and packing.
3. Notify us at once for replacement or repair. Note that we fully insure all shipments.

Other Problems: Shortage

1. Check packing list notations.
2. The apparent shortage may have been marked as an intentional back ordered item.
3. Re-inspect container and packing material, particularly for smaller parts.
4. Ascertain that unauthorized personnel prior to complete unpacking and checking did not remove the item.
5. Notify us immediately of shortage in by emailing info@distinctimports.com.au and by phone.

Incorrect shipment

1. If material received does not correspond with your order, notify us immediately referencing order number and item(s).
2. Hold incorrect items until return shipping instructions are received.
3. **DO NOT RETURN ANY DAMAGED OR INCORRECT ITEMS UNTIL SHIPPING INSTRUCTIONS ARE RECEIVED.**
4. **ALL CLAIMS MUST BE FILED WITHIN THREE (3) DAYS OF RECEIPT OF GOODS.**
5. **IF YOU HAVE ANY QUESTIONS ABOUT THE PROPER PROCEDURES CONTACT US.**

Effective Date

Jan 1, 2018

Electrical

1. You must have a qualified electrician check or install your power and electrical hook up.
2. It is important to be certain of your power (volts, phase, fuse size and wire size) and to be sure you have enough amperage capacity to fire your kiln properly. You must know this before the kiln is ordered.
3. Additional charges may be incurred (like having to change elements and rewire control panel) if the wrong amperage is ordered.

Service

1. Your product needs to be serviced at regular intervals to ensure it is always working at its best
2. All Kilns will have a Service History and Log Book at the time of purchase which should be presented when the Kiln is serviced or when any other work is done on the Kiln.
3. It is recommended that all Kilns have a yearly service, more frequently if the kiln is a used more frequently.

Instructions and firing techniques

1. You should be experienced in firing a kiln or have friends or associates who can help you.
2. Our kiln instructions are detailed and extensive and we offer many helpful tips.
3. We offer an education service for our clients, their staff and students. Please contact customer service for availability and pricing.

Technical support

1. Excellent technical support is available. We can usually help you with any control questions or troubleshooting questions.
2. We offer full on-site technical support at a cost to you and will carry out Warranty work as required.

Effective Date

Jan 1, 2108

Are Kilns Returnable?

Kilns are not returnable. However, Distinct Imports does have a very generous policy if you order the wrong amperage.

Our Policy

1. Each kiln is configured and built to order.
2. Kilns are not returnable.

Be a Smart Shopper!

1. We try hard to make your choice easy by providing as much information as possible, but we ask that you make a careful choice.
2. Always feel free to contact us prior to your purchase to make sure all your questions are answered.
3. Most clients realize what a big investment they are making, so we make sure we go out of our way to be helpful.

Effective Date

Jan 1, 2108

Order Confirmation and Lead Times for Manufacturing

These are standard lead times for kiln orders.

Conditions of Sale

1) Acceptance and Applicability

This quotation or a price provided on our web site or in our price list is an offer by Distinct Imports Pty Ltd to provide products, equipment, and/or services ("Goods") as detailed in the Quotation, Web Site, Price List, Catalog and/or the Confirmation of Order and these terms supersede and replace all other terms, conditions, and/or requirements, including any terms which appear in or are attached to, Buyer's purchase order or subcontract, unless such other items have been specifically accepted by Distinct Imports in writing.

2) Shipment

The estimated delivery date stipulated in the Quotation or on our website is based on present production schedules and on receipt of a purchase order and any required deposit an estimated date of delivery will be provided.

3) Excuse of Performance

Deliveries may be suspended or delayed by Distinct Imports in the event of any occurrence/ non-occurrence beyond its reasonable control, including but not limited to: Acts of God, war, terrorism, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, raw materials, labor, transportation, compliance with governmental requests, laws, regulations, orders or actions, breakage or failure of machinery or apparatus, or any other event beyond Distinct Imports reasonable control or in the event of labor trouble, strike, lockout or injunction, where any such event makes impractical the manufacture (at Olympic Kilns) or transportation

of the goods or of a material upon which the manufacture of the goods is dependent. In any such event, if it is impractical for Distinct imports to supply the total order quantity for the Goods, Distinct Imports may allocate its available supply of the Goods, without obligation to purchase similar goods from other sources, at its sole option and discretion. Deliveries suspended under this section may be canceled without liability, but the balance of this contract shall otherwise remain unaffected.

4) Taxes - GST

The prices quoted herein are inclusive of GST (10%) under Australian Law. All International sales will be taxed at the appropriate Rate for that country.

5) Limited Warranty

Distinct Imports Limited Warranty is included herein by reference. It can be downloaded for the Product of purchase at distinctimports.com.au/warranty. The revision level in effect on the date of the order shall be the controlling document.

Distinct Imports Pty Ltd does not warrant or in any way take responsibility for products manufactured by Olympic Kilns, Speedball Art and Carolina Pottery LLC. Any parts sold to repair of any products or technical support provided is sold or given away without any warranty whatsoever.

6) Disclaimers

EXCEPT AS SPECIFICALLY WARRANTED HEREIN, KILNS ARE SOLD AS IS. DISTINCT IMPORTS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, COVERING THE GOODS AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser acknowledges that certain conditions or circumstances may be created or incurred by Purchaser or user or over which Distinct Imports has no control, including, but not limited to, climactic conditions, improper use, inadequate maintenance, and Purchaser, as a condition of purchase or use, assumes responsibility for and releases Distinct Imports Pty Ltd from liability arising out of the use of the kilns and other products attributable to such causes.

7) Other Damages

DISTINCT IMPORTS PTY LTD SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SECONDARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BODILY INJURY OR DEATH, LOST PROFITS, LOSS OF USE, OR OTHER ECONOMIC LOSSES. Purchaser agrees that Distinct Imports total liability for any damages or remedies arising hereunder shall be limited to direct damages, in an amount not exceeding the purchase price paid. Replacement or repair or refund, at Distinct Imports sole discretion, of the purchase price of the equipment purchased shall constitute the exclusive and sole remedy available to Purchaser. Any action for breach of contract or negligence must be commenced by Purchase within one (1) year after delivery of the equipment to Purchaser.

8) Safety Notice

Buyer acknowledges that process and manufacturing systems and/or equipment improperly installed, maintained or operated can pose serious and dangerous threats to personal/worker/student safety, environmental integrity, and product/process quality. The equipment furnished hereunder is provided with various safety, performance, and operating limits, designs and devices which, if disconnected, altered, tampered with, or changed by Reseller, or others acting on Reseller's behalf, will become Reseller's sole risk and responsibility and such actions will absolve Distinct Imports of all obligations and liabilities with respect to the function of such limits, designs and devices.

9) Title and Claims

Title passes to the Buyer when delivery is made to the carrier by Distinct Imports. Any claims for damages in transit must be made to the carrier by the Buyer as soon as possible and not later than 10 days, after receipt of Goods. In no event shall any loss, damage, injury or destruction operate in any manner to release the Buyer from the obligation to make payments as required herein.

10) Proprietary Rights

Buyer understands and agrees that manufactures who supply Distinct Imports designs, engineering, and manufacturing information, whether patented, copyrighted, or treated as proprietary know-how and/or trade secret as defined in the Uniform Trade Secrets Act, are proprietary and confidential to Distinct Imports and shall not be used or disclosed by Buyer to the detriment of the Manufactures who supply Distinct Imports.

11) Installation and start-up

All Goods shall be installed by and started up by and at the expense of the Buyer unless otherwise agreed in writing by the parties.

12) Cancellation

Orders accepted by Distinct Imports are not subject to changes or cancellation by the Purchaser except with Distinct Imports written consent which will specify applicable cancellation charges. In the event of such cancellation Distinct Imports shall be entitled to either (a) fifteen percent (15%) of the total purchase price or (b) the actual costs expended by Distinct Imports in the manufacture of the goods, including overhead costs and a profit of ten per cent (10%) on the total, whichever is greater as liquidated damages for said cancellation.

13) Authority of Representatives

None of Distinct Imports, resellers, agents, employees, representatives, or sales people has any authority whatsoever to make or bind Distinct Imports to any warranty or representations

concerning the Goods sold hereunder, or to modify the contractual terms, except the Director of Distinct Imports Pty Ltd.

14) Construction

Distinct Imports Pty Ltd is an Australian Proprietary Limited Company. A proprietary limited company is defined under section 45A of the *Corporations Act 2001* (Cth)). A proprietary limited company must not do anything that would require disclosure to investors under Chapter 6D (except in limited circumstances). This contract shall take effect and be construed in accordance with the laws of the Australia. It constitutes the entire agreement between the parties hereto and there are no understandings, representations or warranties of any kind not expressly set forth herein.

15) Standard Payment Terms

For orders of \$5,000 or less, prepayment by credit card or EFT unless open credit is already established, in which case terms are 50% with order, balance 7 days prior to shipment unless otherwise stated on the quotation or acknowledgment. For orders larger than \$5,000, payment terms are 50% with the order, balance 7 days prior to shipment. Credit must be established. These terms will be modified if customer has a history of slow payment. Payment history with Distinct Imports will determine future credit.

16) Restocking and returns

Only stock items will be accepted for return (after prior written approval from Distinct Imports). There is a 25% restocking charge unless specifically stated otherwise on this Web Site, Quotation, Price List, or Order Acknowledgement. Kilns and special-order items may not be returned. This applies only to goods sold directly by Distinct Imports to their customer. Acceptance of returned items is strictly contingent upon the Goods being packaged and crated to Distinct Imports sole satisfaction and any restocking charge will include all costs to refurbish damaged Goods. There is a 180-day limit on all returns.

Effective Date

Jan 1, 2018