



**TERMS & CONDITIONS**

**2025**

## **ARTIS FIREPLACES PTY LTD**

**Version: 01/05/2025**

These Terms and Conditions apply to all goods sold by Artis Fireplaces Pty Ltd (ABN 45 161 435 829). By placing an order, the Purchaser agrees to be bound by the terms and conditions below.

Throughout these Terms & Conditions, Artis Fireplaces Pty Ltd will also be referred to as “the Company”, “Artis” and Artis Fireplaces”.

### **1. DEFINITIONS**

- 1.1. "Company" means Artis Fireplaces Pty Ltd.
- 1.2. "Purchaser" means the retailer or business purchasing goods from the Company.
- 1.3. "Goods" means all products supplied by the Company.
- 1.4. "ACL" means the Australian Consumer Law contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

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### **2. ACCEPTANCE OF TERMS**

- 2.1. These terms and conditions create a contract (the “Agreement”) between the Purchaser and Artis Fireplaces Pty Ltd (“the Company”). Please ensure you read the Agreement carefully.
- 2.2. These Terms shall apply to and form part of any contract of sale for the supply of any goods by the Company.
- 2.3. These Terms set out the entire agreement between the parties in relation to their subject matter.
- 2.4. The Company reserves the right to review and amend these Terms from time to time. Written notification sent to the Purchaser by email or post shall be considered sufficient to bind the Purchaser to any revised Terms for all future orders.
- 2.5. A party waives the right under these Terms only if it does so in writing. A delay or partial exercise of a right does not constitute a waiver. A waiver of one breach is not a waiver of any other breach.
- 2.6. The Company may assign or otherwise deal with the benefit of any contract made pursuant
- 2.7. Any provision of these Terms which is unenforceable or partly unenforceable shall be severed to the extent necessary, unless this would materially change the intended effect of the Terms.
- 2.8. For queries, please contact Artis Fireplaces Pty Ltd on 1300 851 304 or email [info@artisfireplaces.com.au](mailto:info@artisfireplaces.com.au).

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### **3. QUOTATIONS AND ORDERS**

- 3.1. All quotations provided by the Company are valid for 14 days unless otherwise stated.
  - 3.2. Only authorised Artis Fireplace retailers are permitted to enter into a contract of sale with Artis Fireplaces Pty Ltd. Artis Fireplaces operates on a business-to-business (B2B) basis only. All other enquiries will be referred to the nearest authorised retailer.
  - 3.3. All orders placed by the Purchaser are subject to acceptance by the Company.
  - 3.4. The Company reserves the right to refuse any order without the need to provide reasons.
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#### **4. PRICING AND PAYMENT**

- 4.1. Prices are in Australian Dollars and Inclusive of GST unless otherwise stated.
  - 4.2. The Company reserves the right to suspend supply if payment terms are not met.
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#### **5. DELIVERY, RISK AND TITLE**

- 5.1. The Company will use reasonable endeavours to deliver Goods by any agreed date, but shall not be liable for any loss or damage due to delay or failure to deliver.
  - 5.2. Risk in the Goods passes to the Purchaser upon dispatch from the Company's warehouse.
  - 5.3. Title in the Goods shall not pass to the Purchaser until full payment has been received and cleared by the Company.
  - 5.4. Delivery charges are the responsibility of the Purchaser unless otherwise agreed in writing.
  - 5.5. The Company is not liable for any installation-related issues or non-compliance with local building codes or regulations. It is the Purchaser's responsibility to ensure proper and compliant installation by a qualified professional.
  - 5.6. The Purchaser is responsible for transporting the goods from the Company's premises. Unless otherwise agreed in writing, all deliveries are made on an Ex-Works basis.
  - 5.7. Freight arrangements may be made by the Company upon request, but all liability, cost, and administration related to freight remains with the Purchaser.
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#### **6. INSPECTION AND CLAIMS**

- 6.1. The Purchaser must inspect the Goods upon delivery.
  - 6.2. Any claims for short supply, damage or defects must be made in writing within seven (7) working days of receipt of the Goods.
  - 6.3. Failure to notify the Company within the period specified constitutes acceptance of the Goods.
  - 6.4. Any Goods subject to claim must be maintained in the state and condition in which they were delivered until inspected by the Company or its agent.
  - 6.5. The Company is not liable for claims made outside this period.
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#### **7. RETURNS**

- 7.1. Returns will only be accepted with prior written approval from the Company.
- 7.2. Goods that are custom or special order are non-refundable and non-returnable.

- 7.3. Approved returns must be unused, in original packaging, and in resaleable condition.
  - 7.4. A restocking fee of 30% of the original purchase price applies to all approved returns.  
Freight costs for returns are the responsibility of the Purchaser unless otherwise agreed.
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## **8. WARRANTY**

- 8.1. All Goods are supplied with warranties as required by the ACL.
  - 8.2. Unless otherwise stated, the standard warranty periods are:
    - 8.2.1. Structural body: 5 years
    - 8.2.2. Internal components and firebox linings: 12 months
    - 8.2.3. Ash Pan, Door Handles, Fire Grates: 12 months
  - 8.3. This warranty does not cover:
    - 8.3.1. Damage caused by freight, incorrect installation, misuse or neglect
    - 8.3.2. Normal wear and tear
    - 8.3.3. Consumable Components (Glass, Firebricks, Thermometer, Ropes, Gaskets, Door Seal or cosmetic damage
    - 8.3.4. Use of non-genuine parts or unauthorised accessories
    - 8.3.5. Installation outdoors or exposure to the elements
  - 8.4. Warranty claims must include:
    - 8.4.1. Proof of purchase
    - 8.4.2. Photographic evidence of the issue
    - 8.4.3. Serial number
    - 8.4.4. Date of purchase and installation
    - 8.4.5. Certificate of compliance (if applicable)
  - 8.5. The Company reserves the right to repair, replace or refund Goods at its sole discretion.
  - 8.6. The Company shall not be liable for any costs associated with installation or removal under warranty claims.
  - 8.7. This warranty is void if the product is installed outdoors, exposed to the elements, or used in a manner inconsistent with its intended purpose.
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## **9. LIMITATION OF LIABILITY**

- 9.1. To the maximum extent permitted by law, the Company's liability is limited to the repair, replacement or refund of the Goods.
  - 9.2. The Company shall not be liable for any indirect, consequential or special loss including loss of profit or business interruption.
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## **10. FORCE MAJEURE**

- 10.1. The Company shall not be liable for any delay or failure to perform its obligations if such delay or failure is due to circumstances beyond its reasonable control, including but not limited to acts of God, industrial action, freight delays, or shortage of materials.
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## **11. MISCELLANEOUS**

- 11.1. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
  - 11.2. These Terms shall be governed by and construed in accordance with the laws of the State of Victoria, Australia.
  - 11.3. The parties submit to the non-exclusive jurisdiction of the courts of Victoria.
  - 11.4. If any terms supplied by the Purchaser conflict with these Terms and Conditions, these Terms shall prevail.
  - 11.5. Interpretation:
    - 11.5.1. These Terms constitute the entire agreement between the parties and supersede all prior discussions, representations, or agreements regarding the Goods.
    - 11.5.2. "Dollar" means Australian currency.
    - 11.5.3. "Force Majeure" means an event beyond the reasonable control of a party, including but not limited to an act of God, war, government restraint, industrial dispute, or pandemic.
    - 11.5.4. "GST" means the tax imposed under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
    - 11.5.5. "Purchaser" includes a person, incorporated or unincorporated business, or individual acquiring Goods from the Company.
    - 11.5.6. "Working Hours" means 8:00 am to 4:00 pm, Monday to Friday, excluding public holidays.
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## **12. "AS IS" GOODS AND LIMITED WARRANTY**

- 12.1. Goods marked or sold as "As Is" are supplied in the condition as received by the Company and are explicitly excluded from the standard warranty provisions outlined in Clause 8.
- 12.2. The Purchaser acknowledges that "As Is" Goods may contain defects, cosmetic imperfections, or functional limitations, which the Purchaser explicitly accepts at the time of purchase.
- 12.3. The Company provides a limited warranty of three (3) months from the date of purchase on the firebox only of "As Is" Goods. This limited warranty explicitly excludes all other parts, components, or accessories.
- 12.4. Warranty claims under this clause must strictly adhere to the procedures detailed in Clause 8.4.
- 12.5. The Company's sole obligation under this limited warranty is to repair the firebox component at its sole discretion. Refunds, exchange or credits are not available for "As Is" Goods.
- 12.6. Except as expressly outlined in this clause, the Purchaser accepts all risks associated with "As Is" Goods, and the Company expressly excludes liability for any consequential, indirect, or incidental losses related to these Goods.