

SCULPTTM
FIREPLACE
COLLECTION

TERMS & CONDITIONS
2024

1. Acceptance of Terms

- 1.1. These terms and conditions create a contract (the “Agreement”) between you, “the Customer” and Sculpt Fireplaces Pty Ltd “the Distributor”, also referred to as “Sculpt” and “Sculpt Fireplace Collection”. Please ensure to read the Agreement carefully.
- 1.2. The terms shall apply to and form part of any contracts of sale for the supply of any or all goods by the purchaser from Sculpt Fireplaces Pty Ltd.
- 1.3. These Terms set out the entire agreement between the parties in relation to their subject matter.
- 1.4. Sculpt reserves the right to review and amend these Terms from time to time. Written notification sent to the Purchaser by ordinary mail or email shall be considered sufficient to bind the Purchaser to any revised or amended Terms for all orders placed by the Purchaser and accepted by Sculpt after receipt of such notification.
- 1.5. A party waives a right under these Terms only if it does so in writing. A party does not waive a right simply because it fails to exercise a right, delays exercising the right, or only exercises part of the right. A waiver of one breach of any of the Terms does not constitute as a waiver of another breach of the same term or of any other term.
- 1.6. Sculpt may assign or otherwise deal with the benefit of any contract made pursuant to these Terms without the consent of the Purchaser.
- 1.7. Any provisions of these Terms which are unenforceable or partly unenforceable is where possible to be severed to the extent necessary to make these Terms enforceable, unless this would materially change the intended effect of the Terms.
- 1.8. If you have any queries on these Terms & Conditions, please do not hesitate to contact us directly on 1300 851 304 or email info@sculptfireplaces.com.au and we will endeavour to answer your questions as quickly and as accurately as possible.

2. General

- 2.1. We make every effort to ensure that the product information on our website, catalogues and advertisements are correct and up to date. To the extent permitted by law, any typographical, clerical or other omissions in the sales literature, descriptions, features, specifications, quotation, pricing, acceptance or offer, invoice or other document or information issued by us will be subject to correction without any liability on our part. While every effort is made to ensure the accuracy of a product’s descriptions, features, specifications, quotation, pricing, it remains the purchaser’s responsibility to verify that all the product information associated with the product is correct.
- 2.2. The performance of our fireplaces are given as an indication and comparison after testing under optimum conditions. These values reported under standard conditions may be subject to variations if the installation and conditions of use are not equivalent to tested conditions. In

any case, the closed fireplace remains a supplementary form of heat and should not replace a main heating system.

- 2.3. All heating capacities (when used as a slow combustion heater) is based on 2.4m ceiling heights and 6-star rated homes. Factors such as building characteristics, quality of insulation, type of firewood used, and the climatic zone will also affect the heating output.
- 2.4. All our fireplace products have been tested and approved in accordance with Australia and New Zealand Standard AS/NZS 2918:2018.
- 2.5. All product pictures are a guide only, all wood fires must be installed as per AS/NZS 2918:2018
- 2.6. As the casting for all Seguin fireplaces are hand poured and then hand-assembled, there will always be some cosmetic imperfections with each unit.
- 2.7. Subject to rights under legislation, the Purchaser agrees that it does not rely on Sculpt's skill or judgment regarding the suitability of any of the Goods for a particular purpose. This is unless the Purchaser has specified that purpose in writing to Sculpt and Sculpt has acknowledged in writing that the Goods will be fit for that particular purpose.

3. Conditions of Sale

3.1. Quotations and Pricing

- 3.1.1. All quotations are generally for the supply only of a unit applicable to that quotation without additional extras unless specified, and do not include the cost of delivery.
- 3.1.2. Quotations are valid for a period of fourteen (14) days from the date of issue by Sculpt unless otherwise specified in the quotation.
- 3.1.3. The price of the goods will be the current price as determined by Sculpt at the time of invoicing and may be subject to variation at any time at the sole discretion of Sculpt.
- 3.1.4. The customer shall be liable for all excise, sales, GST or any other tax, charge, or government impost imposed upon the goods or any part of the goods, or upon the manufacturing, use, sale or delivery of the goods in addition to the purchase price. The GST must be paid at the same time as the payment for the goods is made.

3.2. Ordering Requirements

- 3.2.1. Only authorised Sculpt dealers are able to order from the Sculpt range. All other order enquiries will be directed to their nearest suitable dealer.
- 3.2.2. Authorised Sculpt dealers must provide an itemised purchase order including;
 - I. product Code(s) / part number(s); and
 - II. quantity; and

III. any relevant variations (e.g. colour or style options); and

IV. Purchase order number.

3.2.3. All orders are to be paid in full prior to the release of any goods.

3.3. Custom Orders and Backorders

3.3.1. Orders for stock not held by Sculpt at the time of ordering will require a 50% deposit of the total value to proceed. This condition applies to out-of-stock backordered products, as well as custom order units. Until the deposit is received Sculpt cannot reserve backordered stock.

3.3.2. Sculpt provides Stock On Hand (SOH) reports to authorised Sculpt dealers on a regular basis. While Sculpt endeavours to provide accurate lead time estimates, Sculpt is not liable for delays or any resulting damages. Delays do not constitute a breach of contract.

3.3.3. Cancellation of backorders will be refunded as account credit.

3.4. Reservations and Storage Fees

3.4.1. Requests to reserve in stock items are assessed on a case-by-case basis and may be liable to storage fees.

3.4.2. Purchased in stock items still in the possession of Sculpt Fireplaces Pty Ltd after 14 days will be liable for storage fees.

3.4.3. Storage fees are charged at \$10 (GST inc.) per day and must be paid prior to dispatch of the order / products.

3.5. Dispatch and Delivery

3.5.1. All goods are inspected, and condition documented at time of dispatch.

3.5.2. The Purchaser shall inspect the goods immediately upon delivery. If the goods are damaged or do not conform to the order, the Purchaser must provide Sculpt with written notice detailing the issue within seven days of the delivery date. If the Purchaser fails to provide notice to Sculpt within seven days, the Purchaser shall be considered to have waived and released Sculpt from any claims related to the goods.

3.5.3. Any Goods that are subject to written notice under clause 3.5.2 must be kept in the state and condition in which they were delivered until Sculpt or its authorized agent has inspected them. This inspection will be conducted within a reasonable time after notification by the Purchaser. If the Goods are not maintained in their original state and condition, the Purchaser shall be deemed to have waived and released Sculpt from any claims related to the Goods that would have been applicable but for this release.

3.5.4. Delivery is considered to have occurred when the goods are loaded to the purchasers arranged transport vehicle at the collection point made available by Sculpt.

- 3.5.5.** Sculpt is not liable for any changes to the condition of stock after dispatch from our warehouse.
- 3.5.6.** The Customer is responsible for the cost of transporting the goods from Sculpt. The Customer assumes all liability on the condition of the goods once the order has been dispatched from Sculpt's nominated warehousing location. An Ex-Works arrangement is to be assumed for all stock sent by Sculpt unless otherwise mutually agreed in writing.
- 3.5.7.** While at request Sculpt can arrange freight on a customer's behalf, the payment of any freight costs and all administration are the responsibility of the customer. Freight costs must be paid prior to dispatch of any order.
- 3.5.8.** Sculpt Fireplace Collection is not liable for any claims related to non-fulfillment or delayed delivery of Goods, or for any loss or damage (including consequential losses) incurred by the Purchaser arising directly or indirectly from a delivery delay or failure due to circumstances beyond Sculpt Fireplace Collection's reasonable control. The Purchaser must accept the Goods even in the case of late delivery.
- 3.5.9.** All freight-related matters must be addressed directly between the customer and the freight provider. Sculpt assumes no liability for resolving any freight-related matters, irrespective of whether the freight was arranged by Sculpt or the customer. Any disputes or resolution processes regarding freight shall be governed by the terms and conditions of the freight provider.

3.6. Returns and cancellations

- 3.6.1.** Standard goods will not be accepted for return unless with our prior agreement. Change of mind is not a valid reason for Return.
- 3.6.2.** Goods and packaging must be in original condition, free from damage and blemishes.
- 3.6.3.** Any goods that we agree to return will be subject to a handling charge of 30% of the value of the goods.
- 3.6.4.** 'Made to order' goods which are received in good order and condition are non-returnable.
- 3.6.5.** Upon return of the goods, refunds will be processed as account credit.
- 3.6.6.** The purchaser may not cancel an order without the prior consent of Sculpt.

3.7. General Sale Terms

- 3.7.1.** These Terms apply to the Purchaser and Sculpt Fireplace Collection concerning Goods ordered by the Purchaser. Any terms and conditions in the Purchaser's order that deviate from or conflict with these Terms will not bind Sculpt Fireplace Collection. This includes any statement by the Purchaser that their terms and conditions shall take precedence over these Terms.
- 3.7.2.** If the Purchaser repudiates a contract in force with Sculpt Fireplace Collection under these Terms, or refuses to accept delivery of any Goods outside the circumstances permitted

under these Terms, the Purchaser will be liable for any loss or damage suffered by Sculpt Fireplace Collection, whether directly or indirectly in relation to the repudiation by the Purchaser. For Custom orders or those in production, the Purchaser must pay the full contract price as determined by Sculpt Fireplace Collection.

3.7.3. If the Purchaser's order requires Goods to be delivered in instalments, a separate contract will apply to each instalment subject to these Terms. If Sculpt Fireplace Collection fails to deliver an instalment on time, or at all, the Purchaser is not entitled to terminate any other contract in force between the Purchaser and Sculpt Fireplace Collection for the sale or supply of Goods.

3.7.4. Without prejudice to any other rights Sculpt Fireplace Collection may have against the Purchaser, and to the extent permitted by law, the Purchaser indemnifies Sculpt Fireplace Collection and holds it harmless from any loss, damage, liability, or expenses, including legal costs, arising from the Purchaser's breach of these Terms. This includes, but is not limited to:

- I. the Purchaser's cancellation of any order after acceptance by Sculpt Fireplace Collection; and
- II. any defects in Goods produced according to the Purchaser's specifications due to the provided specifications.

4. Warranty

4.1. Warranty periods

4.1.1. Seguin Cheminees

- I. Seguin Cheminees products include models from the ranges: Europa 7, Europa 7 VL, Visio 8 Plus, Visio 8 Plus VL, Super 9, Multivision 8000.
- II. A 10-year warranty period is provided for the firebox and all cast iron parts incorporated into the Seguin Cheminees appliances with exclusion of the below.
- III. A 1-year warranty period is provided for the ash grate, bricks, door handles, baffle and log holder.
- IV. Door seal, ropes, gaskets, ash pan and glass are not guaranteed and have no attached warranty.
- V. 3 years warranty for the steel water jacket applicable to the Seguin Hydro80 units.

4.1.2. Seguin Stoves

- I. Seguin Stoves products include models from the ranges: Saphir, Topaze, Aurore and Jade.
- II. A 10-year warranty period is provided for the firebox and all cast iron parts incorporated into the Seguin Stove appliances.

- III. A 1-year warranty period is provided for the ash pan, bricks, door handle, baffle and fire grate retainers.
- IV. Door seal, ropes, gaskets, and glass are not guaranteed and have no attached warranty.

4.1.3. Axis

- I. Axis products include models from the ranges: i1000FS, i1000IB, XP120, H1200, H1400, H1600, H1600XXL and EPI950, and all variants of these products within the Axis brand.
- II. A 10-year warranty period is provided for the refractory firebricks.
- III. A 5-year warranty period is provided for the general structure of the firebox, flue damper and the door lifting/hinge mechanism.
- IV. A 2-year warranty period is provided for 'wearing parts' including: ash pan, ash grate, baffle plate, door latch and fire grate retainers.
- V. Door seals, ropes, gaskets, glass, appliance joints, thermal screens, and movable parts are not guaranteed and have no attached warranty.

4.1.4. JC Bordelet

- I. JC Bordelet products include models from the ranges: Zelia 908, Linea 914, Eva 992 Tatiana 997, Lea 998, and all variants of these products within the JC Bordelet brand.
- II. A 5-year warranty period is provided for the general structure of the firebox.
- III. A 1-year warranty period is provided for the ash pan, baffle, bricks and fire grate retainers.
- IV. Door seal, ropes, gaskets, and glass are not guaranteed and have no attached warranty.

4.2. Warranty requirements

4.2.1. For all warranty claims, Sculpt Fireplace Collection will require;

- I. photos of warranty issues; and
- II. proof of purchase; and
- III. serial number; and
- IV. date of purchase; and
- V. date of installation of the appliance; and
- VI. if applicable – certificate of compliance.

4.3. Warranty exclusions

Sculpt Fireplaces Pty Ltd
info@sculptfireplaces.com.au
1300 851 304

ABN: 48 107 321 719
PO BOX 1231
Mornington VIC 3931

4.3.1. Non- respect of the following will result in the negation of this guarantee:

- I. Installation of the appliance conforms to the procedures outlined in AS/NZS 2918:2018;
- II. The firebox may not be modified in any way;
- III. The installation of any device or accessory not provided by Seguin Duteriez or Sculpt Fireplace Collection is strictly forbidden;
- IV. The guarantee is strictly limited to the exchange or repair by Sculpt of parts agreed to be defective, without exception;
- V. Costs of dismantling, assembly and transport will under no condition be covered by Sculpt;
- VI. All warranties are non-transferable and cannot be assigned to anyone other than the purchaser;

4.3.2. The following will result in voiding the products warranty, any damages caused are to be rectified / replaced at the cost of the customer

- I. Any degradation resulting from poor maintenance or incorrect use;
- II. Overfiring of the firebox caused by improper use;
- III. Any form of rust and/or corrosion to the painted finish of the heater;
- IV. Installation outside and exposed to the elements.

4.4. Warranty limitations

4.4.1. To the extent permitted by Legislation, all implied conditions, warranties and undertakings are expressly excluded from these Terms.

4.4.2. No statement, recommendation, advice, supervision, or assistance provided by Sculpt, its employees, agents, or representatives, whether oral or written, shall be construed as a warranty or representation by Sculpt or a waiver of any clause in these Terms. Sculpt shall not be liable for any loss or damage arising directly or indirectly from any act or omission related to such statements, recommendations, advice, supervision, or assistance.

4.4.3. Except as provided in the clause, Sculpt shall not be liable for any loss or damage, whether direct or indirect, including consequential losses or damage, arising from any breach of these Terms by Sculpt or any negligence of its employees or agents related to matters connected with the subject matter of these Terms.

4.4.4. Should Sculpt be liable for a breach of a condition or warranty pursuant to legislation, its liability for any such condition or warranty, whether express or implied, shall be limited to the extent permitted by law, at Sculpt's option, to any one or more of the following

- I. in the case of Goods;

- II. the replacement of the Goods or the supply of equivalent Goods;
- III. the repair of Goods;
- IV. the payment of the cost of replacing the Goods or acquiring equivalent Goods;
- V. the payment of the cost of having the Goods repaired;

4.4.5. Sculpt will not be liable under any implied warranty for the costs associated with recovering the Goods from the field, loss of use of the Goods, loss of time, inconvenience, incidental or consequential loss or damage, or any other loss or damage beyond what is explicitly stated above, whether ordinary or exemplary, caused directly or indirectly by the use of the Goods. No implied warranty may be invoked for defects or malfunctions if such issues are caused by accident, neglect, vandalism, misuse, alteration, modification, or unusual physical, environmental, or electrical stress.

5. Miscellaneous

5.1. Severability

5.1.1. In case any provision shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

5.2. Force Majeure

5.2.1. Sculpt shall not be liable to the Purchaser if an event of Force Majeure prevents or delays Sculpt from performing any obligation under these Terms.

5.3. Applicable Law

5.3.1. The terms of this agreement and the sales of goods by Sculpt shall be governed by the laws in the State of Victoria. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria, including any court that may hear appeals from those courts. The parties waive any right they might have to claim that these courts are an inconvenient forum.

5.4. Interpretation

5.4.1. In these terms;

- I. Dollar terms means a reference to Australian currency;
- II. Force Majeure means an act of God, war, government restraint, industrial dispute or other event not within the control of Sculpt acting reasonably;

SCULPTTM

FIREPLACE
COLLECTION

- III.** GST means the tax payable on Taxable Supplies within the meaning of the GST Act;
- IV.** GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related legislation imposing such tax or legislation that is enacted to validate, recapture or recoup such tax;
- V.** Legislation (including subordinate legislation) means that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;
- VI.** Purchaser means a person, being an incorporated or unincorporated business or an individual, who acquires Goods from Sculpt;
- VII.** Working Hours means generally between the hours of 8am- 4pm Monday to Friday (inclusive) excluding public holidays.