

Woodrow Kilns Pty Ltd
ABN 64 086 103 415

28 Marshall St
Dapto NSW 2530

Phone: (02) 9191 7372

www.kilns.com.au

Woodrow Kilns Pty Ltd - Terms and Conditions of Trade

These Terms of Trade apply to both business-to-business and business-to-consumer transactions. Nothing in these Terms of Trade excludes, restricts, or modifies any non-excludable rights or guarantees under the Australian Consumer Law (ACL) or other applicable laws.

1. PRELIMINARY - APPLICABILITY AND ACL REFORMS

These Terms of Trade are effective from 1 February 2026 (30 days after notification on 1 January 2026). They apply to all new contracts entered into on or after this date. For contracts entered into, renewed, or varied:

- Before 9 November 2023: The unfair contract terms regime under the ACL applies in its pre-reform state (unfair terms may be declared void, but no civil penalties apply).
- On or after 9 November 2023: The full reformed regime applies, making unfair terms illegal and subject to penalties. Variations to existing contracts are assessed under this regime. If any term is found unfair, it will be void, and the remainder of these Terms will continue to apply to the extent permitted by law. Customers with concerns about applicability should contact us for clarification.

1. APPLICATION OF TERMS

Except as may be expressly stated otherwise in a written quotation or proposal submitted by Woodrow Kilns to the Customer or a written contract of sale signed by Woodrow Kilns, these terms and conditions (Terms of Trade) apply to every sale and supply of goods or services (Product) by Woodrow Kilns to any Customer, subject to any non-excludable rights under the Australian Consumer Law or other applicable laws. These Terms of Trade form part of a standard form contract and may be subject to the unfair contract terms regime under the ACL, particularly if the Customer is a consumer or small business.

2. PRICES

a. Unless otherwise stated, all prices are stated in Australian dollars and are exclusive of GST.

b. The Customer should check the price of a Product before placing an order for it. Prices in formal quotations (i.e., written quotes issued by Woodrow Kilns specifying products, quantities, and prices) are valid for 28 days from the date stated on the quotation, unless otherwise specified. Prices in informal communications (e.g., brochures, emails, or website listings) are indicative only and subject to change without notice. Once a Customer places an order and pays the required deposit, the price for that order is fixed at the time of deposit receipt and will not be subject to adjustment, even if delivery after an extended wait due to extended lead times or other factors. If no deposit has been paid and the order is delayed beyond the validity period (28 days for formal quotes or as otherwise stated), prices may be subject to reasonable adjustment for increased costs (e.g., materials, labour, or exchange rates), with prior notice provided to the Customer in accordance with the Australian Consumer Law to allow the Customer to confirm, negotiate, or cancel the order without penalty. This does not affect non-excludable rights under the Australian Consumer Law, including remedies for misleading representations about pricing.

c. Prices quoted for delivery of Product are EXW – Ex Works (2020 Incoterms®).

d. Prices do not include the cost of delivery from Woodrow Kilns to the Customer unless otherwise agreed in writing. The Customer will bear all carriage, delivery, and packaging costs. Delivery costs will be quoted separately where applicable.

e. All prices published and Products offered for supply by Woodrow Kilns are subject to change with reasonable notice to the Customer, except for confirmed orders.

3. GST & OTHER LEVIES

a. If GST is imposed on any supply made by Woodrow Kilns, the Customer must pay to Woodrow Kilns, in addition to any consideration payable or to be provided by Customer for this supply, an additional amount for the supply calculated by multiplying the prevailing GST rate by the consideration for the relevant supply payable or to be provided (without any deduction or set off). Any amount payable by Customer is payable on demand by Woodrow Kilns, whether such demand is made by an invoice raised by Woodrow Kilns or otherwise. GST will be clearly itemised on tax invoices in compliance with GST law.

b. The price of the Products shall be the price specified in the invoice plus the amount which Woodrow Kilns is required to pay on account of any charges which may be levied by any government (domestic or foreign) like GST.

4. DELIVERY

a. The Customer acknowledges that the delivery/transportation of certain Products may be subject to prescribed safety restrictions/limitations, including access issues or terrain constraints that may prevent or delay delivery.

b. The Customer must provide Woodrow Kilns with adequate delivery instructions for the Product at the time of placing the Customer's order. Failure to do so may result in delays, for which Woodrow Kilns is not liable.

c. The Customer may nominate, arrange or retain a carrier to effect delivery of the Product from Woodrow Kilns to the Customer. Where the Customer does not nominate or state that it will arrange or retain the carrier in its delivery instructions, Woodrow Kilns may nominate, arrange or retain the carrier.

d. Any date given to Customer by Woodrow Kilns for delivery of the Product shall be an estimate only, and, although Woodrow Kilns shall use commercially reasonable endeavours to meet such delivery date, Woodrow Kilns shall not be subject to or incur any penalty or liability for any claim, loss, damage or obligation, direct or indirect, consequential or otherwise, arising out of any delay in delivery or non-delivery regardless of the reason, except to the extent caused by Woodrow Kilns' negligence or breach of Australian Consumer Law. The Customer shall not be relieved of its performance under these Terms of Trade as a result of Woodrow Kilns being unable to meet the estimated delivery date.

e. If for any reason Woodrow Kilns is unable to deliver Product either within a reasonable time or at all, the applicable purchase order and/or contract of sale shall be cancellable, in full or only as to certain Products, at Woodrow Kilns' option, and neither Woodrow Kilns nor the Customer shall be subject to or incur any penalty or liability for any claim, loss, damage or obligation, direct or indirect, consequential or otherwise, arising out of such cancellation. The Customer must pay to Woodrow Kilns any unpaid amounts in relation to such Product that was delivered. Cancellation will be notified in writing.

f. Disposal of all shipping pallets, containers and packaging becomes the responsibility of the Customer upon delivery.

g. Such delivery shall be deemed to be acceptance of Product by the Customer, whether or not the Customer is present at the time of delivery to inspect such Product and sign a receipt therefore, unless the Customer notifies Woodrow Kilns of defects within a reasonable time after delivery, in accordance with clause 10.

h. Force Majeure: Woodrow Kilns shall not be liable for any delay or failure to perform its obligations under these Terms of Trade if such delay or failure is caused by an event beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, war, terrorism, strikes, labour disputes, government actions, supply chain disruptions, staff illness, weather interruptions, or delays in parts delivery. Woodrow Kilns will notify the Customer of such an event as soon as practicable and use reasonable endeavours to mitigate its effects.

5. INSTALLATION AND USE

- a. If the Customer has contracted Woodrow Kilns to install the Product at the Customer's premises, the Customer shall, at its expense, ensure that the installation site is ready, and has been prepared in accordance with agreed specifications, on the date agreed for installation of the Product; and that adequate and safe power and lighting is available at the installation site which is readily and safely accessible to Woodrow Kilns' technicians.
- b. The Customer will be responsible to provide Woodrow Kilns' technicians with such induction/site training as is appropriate and which the Customer deems reasonably necessary having regard to the nature of the services to be provided by the technicians.
- c. The Customer will indemnify Woodrow Kilns for any reasonable additional costs incurred in connection with the installation as a consequence of the site not being available in the condition specified above.
- d. Woodrow Kilns does not warrant the quality or performance of Product used by the Customer:
 - i. after the expiration of the useful or design life prescribed by Woodrow Kilns for that Product; or
 - ii. otherwise than in accordance with Woodrow Kilns, manufacturer or accepted industry specifications or standards for use.

This does not affect any non-excludable warranties under Australian Consumer Law.

- e. Unless otherwise agreed in writing, the Product will be acquired for the Customer's own use and not for resale. If the Product is resold, the Customer agrees to allow Woodrow Kilns to take photographs or records of the Product's condition prior to resale and acknowledges that packing and moving a kiln safely requires specialist care to avoid damage. Subject to any non-excludable rights under the Australian Consumer Law, the Customer acknowledges that Product supplied by Woodrow Kilns may be used in a variety of applications and relies on its own skill, judgment and testing to satisfy itself as to the fitness of the Product for the Customer's intended purpose or use, except to the extent that Woodrow Kilns has expressly recommended or approved a particular purpose or use in writing. Woodrow Kilns will provide specifications upon request.

- f. For the avoidance of doubt, and to further clarify intended use, fitness for purpose and the scope of Woodrow Kilns' voluntary manufacturer's warranty, the following limitations and restrictions apply to the extent permitted by law:

i. This policy applies to all new and second-hand units.

ii. The intended purpose of the Product (kilns) is limited to oxidation firing in electric kilns of:

A. commercially formulated ceramic clays suitable for oxidation firing in electric kilns;

B. commercially formulated ceramic glazes designed for electric kiln use;

C. fully dry, non-combustible bisque or greenware; and

D. kiln furniture made of certified kiln-rated refractory materials, including mullite, cordierite and alumina.

iii. Any use outside clause f.ii is prohibited and may void warranty coverage to the extent permitted by law.

iv. Without limitation, the following categories are prohibited (illustrative examples only and not exhaustive):

A. Combustible or Flammable Materials, including paper, cardboard, wood, textiles, plastic, foam, wax, rubber, adhesives and resins, and any fuel or fuel-based mixture, including kerosene, petrol, oils, alcohols and aerosols;

B. Non-Ceramic Construction Products, including gyprock/plasterboard, cement board, vermiculite board, MDF, plywood, fibre cement sheet, fibreglass, thermal insulation panels and fire-rated building sheets;

C. Volatile, Corrosive or Hazardous Chemicals, including high-fume glazes or materials containing excessive lithium, sodium, vanadium, fluorine, lead or other volatile fluxes unless specifically confirmed safe in writing by Woodrow Kilns before firing, and any substance or product that releases corrosive vapours, conductive residues or toxic fumes, or which is identified in its label, Safety Data Sheet or technical documentation as “CORROSIVE”, “EMITS HF/HCL FUMES”, “SPECIAL VENTILATION REQUIRED”, “CANCER HAZARD”, “HARMFUL IF INHALED”, “CONTAINS CRYSTALLINE SILICA”, “REQUIRES RESPIRATOR” or “TOXIC BY INHALATION”;

D. Metal, Electronics or Mixed-Material Items, including aluminium foil, copper, steel, wire, batteries, circuit boards and tools, and any object combining ceramic with organic, metallic or synthetic materials, including foam-filled sculptures, adhesive-decorated ware and plastic inlays; and

E. Unknown, Unverified or Experimental Materials, including homemade or untested glazes, recycled clays, reclaimed terracotta, found objects not manufactured for oxidation kiln firing, and any material for which no reliable Safety Data Sheet (SDS), technical data sheet or firing guidance exists.

v. Woodrow Kilns cannot foresee or test every possible glaze, clay, material, additive or firing combination.

vi. Subject to any non-excludable rights under the Australian Consumer Law, it is the responsibility of the operator to ensure that any item fired falls within the permitted categories in clause f.ii and does not fall within any prohibited category in clause f.iv.

vii. If there is any doubt or confusion as to whether a material or process is permitted:

A. the operator must contact Woodrow Kilns in writing by email at support@woodrowkilns.com.au before firing;

B. only written confirmation from Woodrow Kilns may approve an exception to the above categories; and

C. if in doubt, do not fire — treat the material or process as not permitted unless and until written approval is received from Woodrow Kilns.

viii. Subject to any non-excludable rights under the Australian Consumer Law, damage to elements, insulation, wiring, control systems, shelves or other components caused by the use of prohibited materials, use outside the intended purpose in clause f.ii, or failure to follow this clause f, is not covered under Woodrow Kilns' voluntary manufacturer's warranty.

ix. For the purposes of Woodrow Kilns' voluntary manufacturer's warranty and published safety policy, the restrictions in this clause f apply to all users, including second-hand owners and operators, whether or not the original documentation was supplied at the time of resale.

x. This policy is permanently published at woodrowkilns.com/safeuse, and all questions or written approval requests may be sent to support@woodrowkilns.com.au.

g. Woodrow Kilns offers an optional extra charge service whereby the courier will place the kiln in position, unwrap it, remove it from the pallet, and dispose of the pallet and external packaging. This service does not include installation, such as plugging in the kiln or setting up internal furniture.

h. Safety Notice: The Product is equipped with built-in safety features designed to ensure safe operation and protect users. Bypassing, disabling, altering, or removing any safety features transfers all associated risks to the operator. Such actions may void warranties and Woodrow Kilns accepts no liability for any resulting damage, injury, or loss, to the extent permitted by law. This does not affect any non-excludable rights under the Australian Consumer Law.

6. PAYMENT

The Customer agrees to accept and pay for the Product in accordance with these Terms of Trade. The Customer acknowledges that this clause 6 is an essential term and condition of supply which will not be varied by Woodrow Kilns except by agreement with it in writing and the provisions of this clause will apply despite any arrangement under which Woodrow Kilns may grant the Customer credit. Time of payment in accordance with the Terms of Trade is of the essence.

6.1 INVOICING

Woodrow Kilns will invoice the Customer upon the Customer placing their order with Woodrow Kilns. The invoice will include details of the Product, the delivery address (if required) and the price and method and terms of payment.

6.2 METHOD OF PAYMENT

a. CASH CUSTOMER: If the Customer has not been granted a line of credit with Woodrow Kilns, the Customer must pay to Woodrow Kilns the invoiced amount for the Products, including any associated delivery and administration charges, plus GST, at the time the Customer places the order, selecting one of the payment options available.

b. TRADE CUSTOMER: If the Customer has been granted a line of credit with Woodrow Kilns, the Customer must pay to Woodrow Kilns 25% or a percentage otherwise agreed upon of the invoiced amount for the Products, including any associated delivery and administration charges, plus GST, at time of order and pay the balance within thirty (30) days of the date of the invoice.

c. OTHER CUSTOMER: Woodrow Kilns, in its reasonable discretion, may determine the payment terms for a Customer to require a payment of 50% of the invoiced amount for the Products, including any associated delivery and administration charges, plus GST, at

the time of the order with the balance to be paid in full prior to the delivery of the Product.

6.3 PAYMENT DELAYS OR DEFAULTS

- a. The Customer indemnifies Woodrow Kilns for any loss suffered by Woodrow Kilns as a consequence of a charge to a credit card or bank or other account not being honoured. The Customer will reimburse Woodrow Kilns, on a full indemnity basis, all reasonable costs incurred by Woodrow Kilns as a consequence of a charge to a credit card or bank or other account or a cheque not being honoured, and to its collection agents and/or lawyers in relation to the collection of any moneys owed to Woodrow Kilns that are not paid when due.
- b. The Customer will pay Woodrow Kilns any surcharge levied with respect to payments made using certain credit cards. Surcharges will not exceed the reasonable cost of acceptance, in compliance with ACCC guidelines.
- c. Woodrow Kilns reserves the right to suspend, upon reasonable notice, any deliveries of Products if any payment due by the Customer to Woodrow Kilns is overdue.
- d. Interest at the rate of the Reserve Bank of Australia cash rate plus 4% per annum, calculated daily (being a genuine pre-estimate of the loss suffered by Woodrow Kilns as a consequence of the Customer's failure to make timely payment), may be charged on overdue amounts. This rate complies with limits on late fees under Australian law (capped at approximately 10% per annum) and is not intended as a penalty. In addition, if the Customer delays delivery beyond an agreed date, Woodrow Kilns may charge reasonable storage fees for holding the Product, calculated at a daily rate based on actual costs incurred.

6.4 INSOLVENCY

If the Customer commits any act of insolvency, all money owing by the Customer to Woodrow Kilns, whether by way of credit or otherwise, will become due and payable immediately.

7. PASSING OF RISK – TRANSFER OF TITLE

- a. Risk in the Product shall pass to the Customer, immediately from the first occurrence of:
 - i. the passing of title in the Product to the Customer;
 - ii. upon such Product being physically delivered to the Customer;
 - iii. upon such Product being passed over to a carrier for transportation to the Customer or a Customer-nominated place or site, where the carrier has been nominated, arranged or retained by the Customer;

iv. upon such Product being delivered to the Customer-nominated location (prior to being taken off the carrier) where the carrier which is to effect delivery of the Product from Woodrow Kilns to the Customer has been nominated, arranged or retained by Woodrow Kilns.

b. Insurance and loss beyond the point of delivery shall be the Customer's responsibility. Woodrow Kilns is not liable for any loss, damage or deterioration of the Product after risk in the Product has passed to the Customer. Notwithstanding anything to the contrary, ownership of and title to Product shall not pass to Customer until full payment therefore has been received by Woodrow Kilns or sale or mixing of the Product by the Customer. This retention of title constitutes a security interest under the Personal Property Securities Act 2009 (Cth).

c. If the Customer does not pay for any Product in accordance with these Terms of Trade, Woodrow Kilns shall be entitled and is hereby irrevocably authorised by the Customer to enter the Customer's premises (or any premises under the control of the Customer or as agent of the Customer if the goods are stored at premises) and take reasonable steps to take possession of the goods without liability for the tort of trespass or any resulting damage, negligence or payment of any compensation to the Customer whatsoever. The Customer will be liable for any loss or cost incurred by Woodrow Kilns because of any repossession or sale. Notwithstanding this provision, Woodrow Kilns shall be entitled to maintain an action against the Customer for any amount due to Woodrow Kilns.

8. PPS LAW

a. The Customer agrees that these Terms of Trade alone or in conjunction with Woodrow Kilns' Credit Application completed by the Customer or a Quotation provided by Woodrow Kilns to the Customer, constitutes a security agreement in writing for the purpose of the PPS Law. This clause applies to the extent PPS Law (or part of it) applies to these Terms of Trade and any security interest arising under it.

b. The security interest granted to Woodrow Kilns is a 'purchase money security interest' (PMSI) to the extent that it can be under section 14 of the PPS Law.

c. The Customer agrees that all collateral which is at any time subject to Woodrow Kilns' security interest secures its own purchase price.

d. The Customer agrees, in addition, to the extent possible under PPS Law, that all collateral which is at any time subject to Woodrow Kilns' security interest secures as a PMSI the purchase price of all collateral supplied to the Customer.

e. This clause does not limit what other amounts are secured under these Terms of Trade.

f. The parties agree that payments will be applied in the following order:

i. to obligations that are not secured, in the order in which those obligations were incurred;

ii. to obligations that are secured, but not by PMSIs, in the order in which those obligations were incurred;

iii. to obligations that are secured by PMSIs, in the order in which those obligations were incurred.

g. Woodrow Kilns may register its security interest as a PMSI. The Customer must do anything (such as obtaining consents and signing documents) which Woodrow Kilns requires for the purposes of:

i. ensuring that Woodrow Kilns' security interest is enforceable, perfected and otherwise effective under the PPS Law;

ii. enabling Woodrow Kilns to gain first priority (or any other priority agreed to by Woodrow Kilns in writing) for its security interest; and

iii. enabling Woodrow Kilns to exercise rights in connection with the security interest,

iv. and to assure performance of its obligations, the Customer hereby gives Woodrow Kilns an irrevocable power of attorney to do anything Woodrow Kilns considers the Customer should do under these Terms of Trade. The Customer's obligations under this clause are reasonable and necessary for perfection.

h. The rights of Woodrow Kilns under these Terms of Trade are in addition to and not in substitution for Woodrow Kilns' rights under other law (including the PPS Law) and Woodrow Kilns may choose whether to exercise rights under these Terms of Trade, and/or under such other law, as it sees fit.

i. The following provisions of the PPS Law do not apply and, for the purposes of section 115 of the PPS Law are "contracted out" of these Terms of Trade in respect of goods that are not used predominantly for personal, domestic or household purposes:

i. sections 95 (notice of removal of accession to the extent it requires Woodrow Kilns to give a notice to the Customer), 96 (retention of accession), 125 (obligations to dispose of or retain collateral);

ii. section 130 (notice of disposal to the extent it requires Woodrow Kilns to give a notice to the Customer);

iii. section 132(3)(d) (contents of statement of account after disposal);

iv. section 132(4) (statement of account if no disposal);

v. section 135 (notice of retention);

vi. section 142 (redemption of collateral); and

vii. section 143 (re-instatement of security agreement)

j. The following provisions of the PPS Law:

i. section 123 (seizing collateral);

ii. section 126 (apparent possession);

iii. section 128 (secured party may dispose of collateral);

iv. section 129 (disposal by purchase); and

v. section 134(1) (retention of collateral)

confer rights on Woodrow Kilns. The Customer agrees that in addition to those rights, Woodrow Kilns shall, if there is default by the Customer, have the right to seize, purchase, and take possession or apparent possession, retain, deal with or dispose of any goods, not only under those sections but also, as additional and independent rights, under this document and the Customer agrees that Woodrow Kilns may do so in accordance with law.

k. The Customer waives its rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law.

l. Solely for the purpose of allowing to Woodrow Kilns the benefit of section 275(6) of the PPS Law, Woodrow Kilns and the Customer agree that neither of them must disclose information of the kind that can be requested under section 275(1) of the PPS Law.

9. CUSTOMER'S SPECIAL ORDER

a. Woodrow Kilns reserves the right to demand a deposit for special orders of non-stock items or orders for the manufacture of Product to the Customer's specifications. Deposits will be reasonable and specified in writing, with a minimum of 60%.

b. If a Product is manufactured to the design or specification of the Customer, the Customer warrants that the design, specification and Product do not infringe any intellectual property right of a third party (such as patent, copyright, trademark or registered design) or other like protection of any other person and complies with any application statute, statutory instrument or regulation. The Customer must indemnify Woodrow Kilns and hold it harmless from third-party claims in respect of any breach of this clause, subject to prompt notice and cooperation, to the extent permitted by law.

c. Woodrow Kilns shall not be responsible for errors in the Customer's specifications, provided Woodrow Kilns has manufactured in accordance therewith.

d. The Customer may not cancel special orders without the written consent of Woodrow Kilns. Consent will not be unreasonably withheld.

Change of Mind – Made-to-Order Products

While our kilns are made to order based on standard catalog designs (rather than fully customised configurations), we are unable to accept cancellations, returns, or provide refunds once production has commenced (e.g., upon order confirmation and deposit payment), unless required by law. This includes cases where you change your mind, make a wrong selection, or no longer require the product. Please choose carefully and contact us before ordering if you are unsure about specifications.

Although we will make all reasonable efforts to accommodate errors or changes in circumstances where possible, this does not affect our legal right to refuse such requests.

Your rights under the Australian Consumer Law in relation to faulty or misdescribed goods remain unaffected.

e. Woodrow Kilns will not accept returns of Product made to the Customer's specifications unless defective. Defects will be assessed under Australian Consumer Law.

f. Woodrow Kilns reserves the right to retain any reasonable deposit for the special order should the order be cancelled for any reason, as a genuine pre-estimate of loss. If cancellation is due to Woodrow Kilns' fault, the deposit will be refunded in full.

10. RETURN FOR CREDIT

The Customer must notify Woodrow Kilns, in writing, within thirty (30) days of the date of the invoice (or such longer period as required by law) of a claim for credit for faulty or damaged Product or for Product incorrectly supplied. Credit will not be given for notifications received by Woodrow Kilns outside this period unless required under the ACL. The claim for credit should state the date and number of the invoice and the reason for return. All returns are at the discretion of Woodrow Kilns and must receive a Return Authorisation Number (RAN) in advance of shipment. Discretion will be exercised reasonably, in line with Australian Consumer Law. Product returned for credit is to be clearly consigned to Woodrow Kilns and must, if the claim for credit is not based on the Product being faulty or damaged, be in the original packaging and in a saleable and undamaged condition. If the claim for credit and return is due to the Product being faulty or damaged, or some fault of Woodrow Kilns, then Woodrow Kilns will bear the cost of the return freight, otherwise the cost of return freight shall be borne by the Customer. Woodrow Kilns will comply with ACL requirements for remedies, including repair, replacement, or refund for major failures, and repair or replacement for minor issues. Returns are not accepted except as required under the ACL; repairs or replacements are preferred for minor issues.

11. REPAIRS AND CALL-OUTS

Repairs and call-outs must be carried out by Woodrow Kilns or its approved contractors. Prior written approval from Woodrow Kilns is required for any repairs or call-outs. If prior approval is not obtained, the Customer will be responsible for all costs incurred, and such actions may invalidate any voluntary warranty provided by Woodrow Kilns to the extent permitted by law. This does not affect your non-excludable rights under the Australian Consumer Law, including remedies for major or minor failures of consumer guarantees.

12. LIMITATION OF LIABILITY

- a. The Customer expressly agrees, and the Customer uses the Product provided by Woodrow Kilns at its own risk, subject to non-excludable rights under law.
- b. To the maximum extent permitted by law, the Customer shall be responsible for and indemnify Woodrow Kilns from and in respect of direct liabilities, claims, damages, actions, costs and expenses which may be incurred by Woodrow Kilns as a result of or arising out of any breach by the Customer of any of the Terms of Trade.
- c. To the maximum extent permitted by law, Woodrow Kilns and its servants and agents are not liable for any loss or damage (including without limitation, loss or damage caused by the negligence of Woodrow Kilns or its servants or agents and incidental and consequential loss or damage) arising from or in connection with the supply of Product to the Customer, except to the extent caused by Woodrow Kilns' negligence or breach of law, and excluding non-excludable liability under Australian Consumer Law.
- d. To the extent permitted by law, the liability of Woodrow Kilns or its servants or agents (including liability for negligence), if any, to the Customer, is limited to:
 - i. in the case of goods, the replacement or re-supply of equivalent goods or the cost of such replacement or re-supply (whichever is the lesser); and
 - ii. in the case of services, the re-supply or the cost of the re-supply of such services (whichever is the lesser).
- e. Woodrow Kilns is not liable for any loss or damage the Customer might suffer if Woodrow Kilns cannot do what it has promised because of events beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, war, terrorism, strikes, labour disputes, government actions, or supply chain disruptions.
- f. To the maximum extent permitted by law, the Customer shall indemnify Woodrow Kilns in respect to all claims, suits, and demands for damages caused directly or indirectly to any person or property (including the Customer) by, or in connection with, the use or operation of the Product, but only to the extent arising from the Customer's negligence or misuse. Woodrow Kilns maintains liability insurance for its operations.

13. INTELLECTUAL PROPERTY RIGHTS

- a. No rights or licence is granted to the Customer under any patent copyright, registered design or other intellectual or industrial property right or interest other than the right to install or operate the Product.
- b. Copies of documents in relation to Woodrow Kilns or the Product such as drawings, plans and specifications Woodrow Kilns submits to the Customer, and any other Confidential Information, remain the property of Woodrow Kilns. The Customer must treat the information contained in those documents as strictly confidential. The Customer must use the information contained in those documents only to install or operate the Product. The Customer must not use this information in any other way to the advantage of the Customer or the detriment of Woodrow Kilns.
- c. By purchasing the Product, the Customer does not gain any licence or right under any of Woodrow Kilns' intellectual or industrial property such as a patent, registered design, trademark or copyright or Confidential Information, unless otherwise agreed in writing.
- d. The obligations in this clause 13 are continuing obligations, independent of a party's other obligations under these Terms of Trade and continue even after these Terms of Trade expire or is terminated.

14. PRIVACY

- a. These Terms of Trade are subject to Woodrow Kilns' privacy policy which can be located at www.kilns.com.au/privacy-policy. The privacy policy complies with the Privacy Act 1988 (Cth), as amended in 2024-2025, including enhanced enforcement measures, the statutory tort for serious invasions of privacy (effective from mid-2025), and requirements for handling personal information such as name, address, email, and phone number. Woodrow Kilns collects only basic personal information and does not use automated decision-making or transfer data overseas without consent. Individuals have rights to access, correct, and complain about their data, and may pursue remedies including class actions for breaches.
- b. The Customer must not make any press or other public announcements or releases relating to these Terms of Trade or the Product without the prior written consent of Woodrow Kilns.

15. CHANGES TO THE TERMS OF TRADE

The Terms of Trade may be changed with reasonable notice (e.g., at least 30 days for material changes, via website, email, or phone), in compliance with the Australian Consumer Law. Notice will include details of the changes, their impact, and the effective date. Customers may terminate the agreement without penalty if they do not accept the changes, by notifying Woodrow Kilns in writing before the effective date. It is the Customer's responsibility to monitor any amended Terms of Trade. All changes are

effective from the date of posting on the Site and will not apply retroactively to existing orders. Any updated version of the Terms of Trade will immediately supersede any prior version.

16. ENTIRE AGREEMENT

The Customer agrees that Woodrow Kilns will only supply Products pursuant to these Terms of Trade. An agreement between the parties may not be varied without the prior written consent of Woodrow Kilns. This does not exclude representations made under Australian Consumer Law.

17. WAIVER

Any waiver by Woodrow Kilns must be in writing and signed by Woodrow Kilns. The failure, delay or indulgence on the part of Woodrow Kilns in exercising any power or right conferred by these Terms of Trade does not operate as a waiver of that power or right.

18. GOVERNING LAW

These Terms of Trade shall be construed in accordance with the law in force in New South Wales, Australia and the parties agree to submit to the non-exclusive jurisdiction of the Courts of that State.

19. SEVERANCE

These Terms of Trade are qualified by any provision of a law which applies, and which cannot be excluded. If any provision of these Terms of Trade is deemed to be unlawful or unenforceable, such provision shall be read down to the extent permitted or severed from these Terms of Trade and all other provisions hereof shall remain in force.

20. DEFINITIONS

"Customer" means the party identified on a written quotation or proposal submitted by Woodrow Kilns or a written contract of sale signed by Woodrow Kilns.

"PPS Law" means the Personal Property Securities Act 2009 (Cth).

"Product" means goods or services supplied by Woodrow Kilns, including kilns intended for the controlled firing of ceramics, pottery, or similar materials in a safe, ventilated environment.

"Woodrow Kilns" means Woodrow Kilns Pty Ltd ABN 64 086 103 415.

Terms of Trade – January 1st, 2026 (Revised Effective 1 February 2026) © Woodrow Kilns Pty Ltd ABN 64 086 103 415