

## ARTISTIC OVENS, LLC SALES TERMS AND CONDITIONS – APRIL-2024

1. Ovens **must be cured** for 4 consecutive days before cooking in them to evaporate the moisture trapped in the wall layers during the manufacturing of the oven to minimize or avoid cracks. Must follow curing time procedures see User Manual.

2. **All ovens are thoroughly inspected before releasing them to vendors and customers. As a handmade/artisan product, all the ovens have their own rustic character look. This is the natural characteristic of the product including the interior and exterior features. The doors, including the stainless-steel front panels, come in rustic artisan look design and finish. It is sold as is and these are not considered defective. Ovens are sold as rustic and artisan handmade in character.**

### 3. TRANSPORTATION AND SHIPPING:

- ❖ Handle the shipping: The buyer must inspect the Items upon Logistic / trucking companies' delivery. Compare received material order with your order when the carrier is delivering the material. **Please take pictures, notify the driver, and choose to reject any materials that are damaged during transportation.** You can ask the driver for a copy of the damaged paperwork with his signature. You can choose to receive materials subject to further inspection if it is minor damage or something is missing from the delivery providing that the minor damage or if something is missing on the delivery is documented by the drop off driver. Artistic Ovens logistic companies are insured. **Claims not reported to the driver at the moment of delivery are not covered by Artistic Ovens.** We will not be liable and responsible for any cost of damage or missing parts without documentation. We will do everything possible to help our customers, but receiving materials and documenting the drop-off by the buyer or party receiving merchandise is fundamental to resolve claims for damage or missing parts. Please contact the Retail store immediately. File a claim with the transportation delivery company, contractor, or delivery agent.
- ❖ Artistic Ovens is not liable for products mishandling during transportation by the customer's own shipping arrangement, installation, usage, and maintenance of the products. Only in writing upon Artistic Oven's approval customer will be able to return material in its original unused packaging. Freight costs will need to be paid by the customer to be returned. Installation and removal labor cost is not covered by Artistic Ovens.
- ❖ Artistic Ovens disclaims any responsibility for damage caused to Artistic Ovens merchandise by anyone other than a shipping company chosen, arranged, and paid for by Artistic Ovens, including but not limited to shipping companies arranged and paid for by you or your representative. In the event of damage to Artistic Ovens merchandise caused by you and your shipper, you must file all damage claims with your shipping company and/or insurance company. Read **"SHIPPING POLICY"** at <https://www.artisticovens.com/about>

### 4. Warranty Summary:

4.1 Artistic Ovens, LLC offer a 2-year limited warranty on all removal parts of our ovens. No labor cost of replacement only parts such as doors and thermostat components. **This new warranty applies to all ovens purchased after January 1, 2024 from Artistic Ovens.**

4.2 There is no return warranty on our traditional ovens due to any cracking, rustic finish handmade look, or metallic oxidation. Due to thermal expansion, and the nature of the product, Artistic Ovens does not warranty cracks that may appear inside or outside the oven in different locations in the oven such as on exterior walls, dome seams areas and even inside. This is completely normal in all terracotta and brick wood fire pizza ovens. This should not affect the performance of the oven. These cracks are inherent in the nature of the product and are not to be considered latent defects. The oven comes with a repair kit for cracks and mortar joins for the exterior of the oven. Must read curing time procedures. Warranty is void if oven is altered. The warranty applies to the first owner buyer.

4.3. Impact damage or manual force on door hinges, door handles and any component of the oven are not covered under warranty.

4.4. Stainless steel surfaces can be scratched and/or dented during normal use or installation. Artistic Ovens Stainless steel front panels and doors are rustic in character, look and design, therefore are not considered defective material or workmanship. It is sold as is.

4.5 Notice the base of the oven corner and edges may crumble during transportation and handling. This will not be considered as damaged or defective under warranty. This can be easily touched up with a concrete mortar, epoxy caulking and with our repair kit that comes with the oven.

4.6 Surface and inside corrosion and discoloration are not covered under warranty but can be minimized or eliminated with care.

4.7 Build in the thermometer that comes with the oven is for reference purposes, it is not an accurate thermometer for cooking and curing ovens. There is not warranty on thermometer accuracy. It works in delay mode due to the thermometer location and the thickness of the oven walls.

**Please use a digital laser thermometer gun to measure the temperature inside the walls for curing the ovens and precision cooking purposes.**

### 5. Artistic Ovens reserves the right to accept returns, only in compliance with specific terms:

5.1 Defective or Incorrect Items: If the return is due to a defective or wrong item, we'll help resolve it and cover return shipping costs.

5.2 Non-damaged returns: For other returns, you're responsible for both initial and return shipping costs. We'll deduct initial shipping and handling fees from the refund. 20% will be applied. The return is 30 days from the pickup date in its original packaging, unused and with the status in which it was dispatched from Artistic Ovens. Return authorization process and forms will need to be filled out before returning any items.

5.3 Item Acceptance: Damaged or incomplete items won't be accepted; they'll be returned at your expense with no credit issued.

5.4 Refunds will be authorized only upon inspecting receiving items returned in their original form minus cost of shipping and return transportation cost handled by Artistic Ovens. **Read document "RETURN AND REFUND POLICY" at the <https://www.artisticovens.com/about>.**

### 6. Please read User Manual for the curing time process using a laser thermometer gun and everyday fire-up guidance Page 6 – 9 of the Catalog.

7. Artistic Ovens are wonderful cooking devices, nevertheless Artistic ovens is not liable for the use of the wood-burning oven and accessories use, including but not limited to, tossing or throwing firewood into the oven with force, the addition of non-approved appliances or burners, burning fuels with abnormal burning characteristics, including garbage, treated wood, pine wood and other wood containing resin, plastic products, rubber products, waste petroleum products, paints and paint solvents, coal, driftwood, plywood, and wood products that may burn at excessive temperatures, causing damage to the product. Artistic ovens are also not liable for the abuse of super high temperatures that can cause serious cracks for not following the fire guidance in our manual instructions. The use of Improper chemicals or liquids to clean and sanitized the oven. The base frame with wheels is for short patio transportation distance on smooth surfaces only and it must be secured with the oven, so it does not move.

#### 8. Limitation of Liability.

8.1 Purchasers, dealers, and customers acknowledged that Artistic Ovens' remedy under warranty shall be limited to the replacement of the part component only of its original form. Excluding shipping cost, modification, add on that they are not part of the oven and other third parties, specifically renounce any rights to recover special, incidental, consequential, or other damages, loss of profits or anticipated profits, damage to business reputation or goodwill, loss of use of the product, all costs incurred receiving, unloading, moving at your location, and installing Artistic Ovens products.

8.2 The Buyer shall undertake to indemnify, defend, and absolve from liability Artistic Ovens and their seller, as well as their officers, directors, managers, shareholders, members, partners, employees, agents, affiliates, successors, and permitted assigns (collectively referred to as the "Indemnified Party"). This indemnification covers any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of any nature, including legal fees, as well as fees and costs incurred by Artistic Ovens and their Seller, arising from: Personal injury, product liability, loss of life, property damage, or diminished revenues or profits resulting from the sale of Goods by the Seller pursuant to this Agreement.

8.3 No event shall Artistic Ovens, its directors, officers, agents, employees, affiliates, sellers be responsible for any incidental or consequential damages caused by defects in its products or use, operations of the ovens, or other damages of any kind whatsoever, including, but not limited to, injuries to persons, death, damage to property, loss of profits or anticipated profits, damage to business reputation, all costs incurred receiving, unloading, moving, installing or using Artistic Ovens merchandise.

9. Do not leave these ovens exposed to extreme weather such as snow or wet and damp weather conditions. Protect ovens for longevity. Use the oven cover sold by Artistic Ovens or your own to protect the oven from weather conditions such as rain, snow, and ocean front. Do not expose the oven to icing or wet mopping the oven while it is still heated, this can cause damage/cracking to the oven floor. If an oven gets wet inside walls, follow up Artistic Ovens manual Curing Oven or Wet ovens. Page 6-9.

10. Never use water to lower the temperature of the oven or to extinguish the fire. Just spread out the wood inside the oven without touching, remove excess firewood into a metal bucket and close the vent/doors to control the fire or extinguish the fire. **Read Artistic Ovens user manual Page 5-9.**

11. Check your county for what dates you can burn wood. No person shall operate a wood burning fireplace, low mass fireplace, masonry heater, wood burning heater, or outdoor wood burning device when a Level Two Episodic Wood Burning Curtailment is declared.

12. Oven Location and Installation. **Our ovens are for exterior use only in the USA. Outdoor kitchens, patios, under cover patios,** place it at open ventilated area and away from walls that are not fire protected. Aim for at least 3 feet of clearance sides and 5 feet on the front. For safety reasons use common sense. **Check your city local codes.** In General, the "rule of thumb" for wood fire devices, grills, is at least 15 feet from any buildings or structures or items that can catch fire including, overhanging branches, wooden decks and fences. **Check your city local codes** for chimney/flute fire flashing requirements installation and parts under outdoor roofing. Our chimney/single wall flute and hat can only be used for outdoor exposed areas only do not use it under a cover roof. Also read Artistic Ovens manual page 5 Safety Precautions.

13. If you purchase the metal stand for the oven, then you must secure the oven to the base floating frame after dropping the ovens on top of the frame to prevent the oven from moving out of the frame and moving only on smooth surfaces and short distances only. For example: Secure with a concrete screw anchor or "L" shape bracket on each side of the frame into the foundation of the oven up to 1-3/4" deep using a 1/4" concrete anchor with a drill bit 3/16". Finally, lock the wheels and secure the oven so it does not move.

14. **CA WARNING:** For Gas and Wood Fire cooking devices. **CALIFORNIA WARNING:** Our products can expose you to chemicals including soot, known to the State of California to cause cancer, and carbon monoxide, known to the State of California to cause both birth defects and reproductive harm. For more information, go to [P65Warnings.ca.gov](http://P65Warnings.ca.gov).

15. Please read the user manual **Safety precautions and Curing Time page & Everyday fire guidance** prior to installing and using the oven.

16. Please check your local city and county for restrictions on burning wood before purchasing ovens.

17. Information, pictures, and videos are copyrighted by Artistic Ovens and its factories. Request permission in writing to be able to use these data, videos, and pictures on any other websites, or publications.

18. CHECK THE LATEST "SALES TERM AND CONDITIONS" document ON OUR WEBSITE. <https://www.artisticovens.com/about>