

Terms and condition of sales.

Valid from 10-April -2014

These terms and conditions apply to your purchase of any product or service direct from MasterPiece Systems or by on-line order from the web-store sweets-art.com. By paying any in-voice or by accepting delivery of the product ordered, you acknowledge that you have read this agreement, that you understand it's context, and that you agree to be bound by its terms. If you not have any other written agreement signed by us that supersedes this agreement, this is the complete and exclusive statement of the agreement between you and MasterPiece Systems Co Ltd ("MasterPiece Systems").

1. Amendment.

These terms can be updated at any time and are within Masterpiece Systems sole discretion. Please see the date on top to determined the validity of the agreement.

2. Intellectual Properties.

Masterpiece Professional food printers are delivered with a user license, included in the purchase price.

The Sweets & Art software produced by MasterPiece Systems is our own property and are not sold, only the right to use the software without disassemble, decompose, modify, or alter the Software in any way is allowed, if the software is used with a system purchased from MasterPiece Systems, or if you have paid for a separate software license, or if you are using a free copy.

The firmware produced by Masterpiece Systems and delivered with or for the systems to control the logical functions and feeding, is our own property and are not sold, only the right to use the firmware without disassemble, decompose, modify, or alter it in any way, is allowed if used with a system delivered by Masterpiece Systems.

Any present or future patents granted, future or present patents pending, is our own property and are not sold, only the right to use what the patent claims is allowed, if used together with the systems delivered by MasterPiece Systems and you have a valid user license.

3. Governing Law

This agreement is binding on successors and assigns, and shall be governed by and interpreted in accordance with the laws of the country from where the product is sold. MasterPiece Systems agrees and you agree to waive, any right to a jury trial with respect to the intellectual properties in this agreement, and that any violation to this agreement will be prosecuted to the maximum extent permitted by the applying law, and you are responsible for all losses that comes with any infringement and agrees to pay any fine ruled out by the court of law.

4. MasterPiece Systems Responsibilities

MasterPiece Systems shall deliver products ordered according to given and accepted quotation or purchase order, or as listed in the on-line shop, under agreed terms, and pursuant with the Incoterms 2010 definitions. MasterPiece Systems shall support the buyer with instructions regarding the handling of the products purchased. MasterPiece Systems shall warranty that the products are brand new and in good conditions when first handed over to any third party for the delivery, if no used products specifically has be quoted.

5. Payment Terms

Payment terms are within Masterpiece Systems sole discretion and shall be based on the quotation given, or the listed information for products purchased on-line.

No products will be shipped out before our bank has confirmed the final and full payment for the product or products ordered. No shipping can be arranged before full payment is received and you are not entitled to any shipping documents prior to that date.

To confirm the order of any product purchased off-line a deposit must be paid. With a paid deposit you can require the shipping date for the products ordered. All products are the property of MasterPiece Systems until fully paid. The deposit is 30% - 50% of the total value, depending on product. For on-line orders you pay 100% in advance.

Your order is subject to cancellation by MasterPiece, at our sole discretion. MasterPiece is not responsible for pricing, typographical or other errors in any offer by MasterPiece and reserves the right to cancel any orders resulting from such errors. If MasterPiece cancel the order 100% of the paid sum will be refunded.

All prices are EXW in accordance with the international trading classifications Incoterms 2010 definitions, if no other terms of delivery is quoted. Minimum sum to complete an on-line order in the web-shop is 25 USD.

6. Delivery Terms

Confirmed order date is the date we receive your deposit or full payment, for that order, We will confirm that we have received you payment and give you a shipping date for your order.

Billing and delivery address given by the customer will be used in all official shipping documents.

MasterPiece shall deliver all products ordered according to given quotation. For products ordered on-line, unless otherwise noted, all items ship within 5 working days, if ordered alone or with other in stock items.

Professional food printing systems or wholesale items are manufactured on demand and are delivered as quoted.

The liabilities for all deliveries are pursuant with the Incoterms 2010 definitions. MasterPiece will not be held responsible for the product once it is shipped, other then the sellers responsibility that comes with the limited warranty, or the Incoterms 2010 definitions.

Shipping date is the date MasterPiece Systems hand over the system to the company in charge for the freight, and freight time is not included and depends on the freight options used by the customer.

Professional printing systems delivered can differ in some design details from any image or video of a similar model that previously are published , due to different upgrades done on yearly basis.

7. Freight Costs

For shopping on-line go to the check out to see the freight cost for the products ordered. We have different alternatives for fast and expensive or slower and less expensive deliveries.

8. Returns

We don't accept final returns of delivered third parties products , food products or products customized or manufactured on demand. For temporarily returns regarding repair contact MasterPiece Systems for details.

Freight and return related costs, are not covered by the limited warranty. Forced returns due to the absence of a final payment, as quoted, is a formal notice of you cancelling the order. Transport damage shall be handled in accordance with Incoterms 2010 definitions of international transport.

Any discontinued merchandise is non-returnable. Gift certificates are nonrefundable. In Addition any product delivered and by the delivery also utilized by default, cannot be returned.

9. Cancel your order

For products that require a deposit the following will apply. If MasterPiece cancel the order 100% of the payment will be refunded, the deposits will not be refunded if you cancel the order.

For products that are fully paid in advance the following will apply. If MasterPiece cancel the order 100% of the payment will be refunded, if you cancel the order a restocking fee of 50% will be applied and 50% refunded.

For collect payment if quoted, when a system arrives at your port we consider you to have cancelled the order if the final payment is not confirmed by our bank 14 days after the arrival date. The system will then be shipped back to us on our cost and we will keep the full deposit to cover our expenses.

Payments for any additional service already booked from and paid to any third parties, such as travelling and lodging will be refunded only if we are able to cancel and get fully refunded. This apply also for systems on loan basis , expenses related to Start up-Guarantee, Installation on-site, and extended warranties.

For all products manufactured on demand where we have received your deposit and given a shipping date, we consider you to have cancelled the order if the final payment is not confirmed by our bank 40 days after the date given for the delivery. The system will then not be shipped to you and we will keep the full deposit to cover our expenses.

10. Compensation for delayed deliveries

If MasterPiece Systems can not deliver products in time according to the quotation given at the time for the purchase, shall the buyer have economical compensation as follows. This clause are valid only for products manufactured on demand.

For each week the delivery is delayed the buyer shall get a compensation equivalent to 0.2 percent of the value of the delayed product until the maximum compensation of 2 percent is reached. The 2 percent compensation is not valid for discounted products.

If a product is delayed more then 3 months from the stated shipping date, the buyer has the right to get 100 percent of in advance paid purchase-sum refunded. The shipping date of the product is calculated from the date it is handed over to any third parties for the delivery process.

11. Software license

This is a legal agreement between you, the user, and MasterPiece. This agreement covers all software that is distributed with the MasterPiece systems and manufactured by MasterPiece Systems, for which there is no separate license agreement between you and the manufacturer or owner of the software (collectively the “Software”).

This agreement is not for the sale of any Software or any other intellectual property. All title and intellectual property rights in and to Software are owned by the manufacturer or owner of the Software.

All rights not expressly granted under this agreement are reserved by the manufacturer or owner of the Software. By opening or breaking the seal on the Software packet, installing or down loading the Software, or using the Software that has been loaded or is embedded in your product, you agree to be bound by the terms of this agreement.

If you do not agree to these terms, promptly return all Software items (disks, written materials, and packaging) and delete any loaded or embedded Software.

You may use one copy of the Software on only one computer at a time. “Use” means loading the Software in temporary memory and run the software on a computer to make it visible on an attached screen. You can install the software on more than one computer but never use more than one copy per purchased license. If your software is activated on-line, you cannot install the software in other computers than the one implemented in the system itself.

You are not allowed to use the MasterPiece picture editing and printing software without the licensed USB key, or by having the software activated on-line, or by having a verification code delivered by MasterPiece if that option is available. Any act to try to use the software without any license or properly activated will be a violation to this agreement, and will be prosecuted to the maximum extent permitted by the law.

The Software is protected by international copyright laws and international treaties. You may make one copy of the Software solely for backup or archival purposes or transfer it to a single hard disk provided you keep the original solely for backup or archival purposes.

You may not rent or lease the Software or copy the written materials accompanying the Software, but you may transfer the Software and all accompanying materials on a permanent basis as part of a sale or transfer of the MasterPiece systems.

This license is effective until terminated. It will terminate upon the conditions set forth above or if you fail to comply with any of its terms. Upon termination, you agree that the Software and accompanying materials, and all copies thereof, will be destroyed.

This agreement is governed by international laws. Each provision of this agreement is severable. If a provision is found to be unenforceable, this finding does not affect the enforceability of the remaining provisions, terms, or conditions of this agreement.

12. Third parties software or firmware

Any third parties software or firmware (Whether factory loaded on the product or contained on a CD-ROM enclosed with or accompanying the product), and any utility software distributed with or for the product, is sold “AS IS” and without warranty by MasterPiece Systems.

The sole warranty with respect to such software is contained in the software manufacturer’s license agreement distributed therewith, including any limitations and disclaimers thereon.

13. Partners Relationship

Nothing contained in this agreement shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint ventures or partners for any purpose.

Neither party shall be responsible for the acts or omissions of the other party, nor will either party have Authority to speak for, represent or obligate the other party in any way without prior written authority from the other party.

MasterPiece Systems is not responsible for the products you or any other end user produce with the systems or products purchased from MasterPiece Systems and will not indemnify you or any end user for claims related to third parties intellectual rights that has been violated by you or any end user, nor for production relation claims from any third party or end user.

14. Entire Agreement

This agreement together with any written quotation given contains the entire agreement between the parties in regards to purchase of service or parts from MasterPiece Systems and there are no other promises or conditions in any other agreement whether oral or written. The content in this agreement and the content in a written quotation together supersedes any other prior written or oral agreements between the parties, in regards to purchase of service or parts from MasterPiece Systems.

15. Terms and effective date

This Agreement shall commence with effect from the date the deposit or full payment is received, and shall continue in force on the terms set out herein until terminated by MasterPiece Systems or by the warranty clause.

16. None Disclosure

MasterPiece and you agree that certain information supplied by each to the other during the term of this Agreement, including without limitation, the Systems, documentation and the intellectual property and technology underlying the Systems, methods used with the Systems to print on chocolate, information for customising and information contained on orders or regarding this Agreement, ordering or delivery patterns, accounting information are confidential.

17. Force Majeure

No Party shall be liable, in respect to any delay in completion of work hereunder or of the non-performance of any term or condition of this Agreement directly or indirectly resulting from delays by Acts of God; acts of the public enemy; strikes; lockouts; epidemic and riots; power failure; water shortage or adverse weather conditions; or other causes beyond the control of the Parties. In the event of any of the foregoing, the time for performance shall be equitably and immediately adjusted, and in no event shall any Party be liable for any consequential or incidental damages from its performance or non-performance of any term or condition of this Agreement. The Parties shall resume the completion of work under this Agreement as soon as possible subsequent to any delay due to force majeure. If the force majeure in question prevails for a continuous period in excess of 6 months, the parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing, within 14 days of the end of such six month period, upon such alternative arrangements as may be fair and reasonable. If after such 14 day period the effects of the force majeure event have not been resolved completely, or the parties have not agreed upon acceptable alternative arrangements, both parties shall be entitled to terminate this Agreement with immediate effect.

18. Limited Warranty

All professional system parts manufactured by MasterPiece Systems Co Ltd is warranted against defects in materials and workmanship under normal use for a period of one (1) year from the date of original purchase, when delivered to you in new condition in its original container. All such system parts can have a warranty extension of maximum four (4) years, to a total warranty time of five (5) years. The extensions is optional, and shall be paid for before the printer is delivered. Warranty repairs or replacement shall not extend the original warranty period of the Product.

MasterPiece Systems also warrants its ownership to all intellectual properties for all none third parties products delivered with or for the complete system, including for the avoidance of doubt, the Sweets & Art Soft-ware and the firmware for logical functions and feeding, the patent protected method for chocolate printing, and has the right and authority to licence the same upon the terms and conditions of this agreement.

MasterPiece Systems also warrants that the hybrid printer systems delivered will provide the facilities and functions set out in the Manuals and all Systems shall be suitable and capable of integration with, and shall be interoperable with hardware and software deliver with or for that system. If MasterPiece Systems cannot repair a part that have a valid warranty and are at fault due to reasons covered by the limited warranty, the part can be exchanged to a refurbished or a new.

The limited warranty does not cover problems that result from external causes such as accidents, abuse, misuse, problems with the electrical power grid, or systems not connected to a surge protection and power stabilizing unit, or transport damages outside the responsibilities that comes with the Incoterms 2010 definitions, or servicing not authorized by MasterPiece, or usage that is not in accordance with product instructions, or problems caused by using accessories, parts or components not supplied by MasterPiece, or products with missing or altered serial numbers, or products for which MasterPiece has not received payment for the product itself or related costs that not belong to the seller in accordance with the Incoterms 2010 definitions.

MasterPiece Systems Co Ltd, is not affiliated with nor endorsed by Canon U.S.A. Inc, nor by any other company that belong to the global Canon network, nor by any company that belong to the networks of HP, Encad, Kodak, Brother, or Epson. Our products, including Canon printers or Canon printer parts, or printers or printer parts from any of the other listed companies, do not come with any warranty from these companies, nor will they be supported by these companies in any way, due to the use of edible ink.

This limited warranty does not cover freight or freight related costs in connection with any service, repair or return, nor does it cover any consumable. Regular service or maintenance is not included in the limited warranty.

During the warranty period MasterPiece Systems shall supply or replace any defective part covered by the limited warranty, providing that such malfunction or defective part is not caused or effected by any of the above limitations and has occurred during normal use according to common sense and the user manual. If no Authorised service centre is available, the none working part shall be shipped back to MasterPiece Systems for repair, or exchange and part cost are paid by MasterPiece Systems. Repairs not done by MasterPiece Systems is paid by the end user. MasterPiece can during the valid warranty period at quoted cost supply all third parties parts delivered for any hybrid system, in order to replace, repair or upgrade the delivered printing system.

MasterPiece Systems will not carry the cost for any local certification if that should be forced upon the buyer by the local Authorities, if MasterPiece Systems not in advance has agreed to pay for that cost. MasterPiece is not responsible for the products the buyer produce with the systems and will not indemnify the buyer for claims related to third parties intellectual rights that has been violated by the buyer, nor for any production related claims from any third parties.

Under no circumstance shall MasterPiece Systems be responsible for any loss or damages beyond the above mentioned limited warranty, and the international trade regulations declared in Incoterms 2010 Definitions.

19. Privacy Policy

MasterPiece respects your privacy. For all registrations, around the world, we will only collect, store and use your personal information for our own purposes, we will not sell your information to any third party. If you have sign up a as our customer reference your contact information will be provided to third part and we expect you to perform as agreed. We use your information to support and enhance our relationship with you, for example, to process your purchase, provide service and support.

We always use the best industry-standard encryption technologies when transferring and receiving consumer data exchanged with our website, When we transfer and receive certain types of sensitive information such as payments,we always redirect visitors to a secure server offered by PayPal or the bank.

We use cookies to store visitors preferences, record session information, such as items that consumers add to their shopping cart, record user-specific information on what pages users access or visit, and/or record past activity at a site in order to provide better service when visitors return to our site.

If you supply us with your postal address on-line you may receive periodic mailings from us with information on new products and services. If you do not wish to receive such mailings, please request to be removed from our mailing or deny that service by your active choice in your on-line profile.

We may use customer information for new, unanticipated uses not previously disclosed in our privacy policy. If our information practices change at some time in the future we will post the policy changes to sweets-art.com or to notify you of these changes. If you are concerned about how your information might be used, you should check at our website on regular basis.

We hope you find our occasional communication useful, but you may be removed from our mailing list at any time simply by asking or by do an active choice in your profile on-line.

www.masterpiece-systems.com
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