

Masterpiece Graphix
1500 Fenpark Drive
Fenton, MO 63026
P: (636) 349-6401
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info@mgxdigital.com



Masterpiece Graphix Terms & Conditions

PAYMENT TERMS

Net 30 days. Invoices not paid within 30 days bear a monthly service charge of 2% per month on the unpaid balance. Seller reserves the right to ship and invoice +/- 10% for orders.

SHIPMENTS

Title and risk of loss of products shall pass to the purchaser upon delivery to a common carrier. It is the customer's responsibility to follow return shipment directions located on each skid.

ACCEPTANCE

All orders are subject to acceptance by Masterpiece Graphix. Pricing and availability of products are subject to change without prior notice.

CANCELLATION

Orders cannot be canceled except upon terms that fully compensate Masterpiece Graphix for any losses.

TAXES

All prices are subject to the purchaser assuming all Federal, state and Local Taxes when or where applicable in connection with the sale or delivery of these products.

RETURNS

Materials sold by Masterpiece Graphix are returnable only with authorization in writing by Masterpiece Graphix. **DO NOT RETURN MATERIAL WITHOUT OUR PERMISSION.** Claims must be made within 90 days after receipt of merchandise.

SHELF LIFE

Unless specified otherwise in this document, this product is good for one year when stored at 72°F at 50% RH. Masterpiece Graphix only guarantees this product's coating. Warranties of products purchased by Masterpiece Graphix still apply but may differ from coating warrantee.

STATEMENT OF PRACTICAL USE

As with all materials, this product should be tested thoroughly under end-use conditions to ensure it meets the requirements of the specific application.

WARRANTY

All statements, technical information and recommendations about Masterpiece Graphix products are based upon tests believed to be reliable but do not constitute a guarantee or warranty. All Masterpiece Graphix products are sold with the understanding that PURCHASER has independently determined suitability of such products for its purposes. Masterpiece Graphix products are warranted to the original purchaser to be free from defects in material or workmanship for a period of one year from date of shipment. Purchaser's sole and exclusive remedy for breach of this warranty shall be the replacement of the defective products or, at Masterpiece Graphix's option, the issuance of a credit or refund in an amount up to the purchase price of the defective product. In no event shall Masterpiece Graphix be responsible for claims beyond the purchase price of the defective product.

THE WARRANTY SPECIFICALLY SET FORTH ABOVE IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE AND/OR NON-INFRINGEMENT. MASTERPIECE GRAPHIX SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER SUCH WARRANTIES. IN NO EVENT SHALL MASTERPIECE GRAPHIX BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES. MASTERPIECE GRAPHIX SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, DELAY, CHANGES IN SHIPMENT SCHEDULES, OR FAILURE TO PERFORM BY REASON OF STRIKES, FLOODS, FIRES, UNAVOIDABLE ACCIDENTS, DELAYS IN TRANSPORTATION, WARS, ACTS OF GOD, OR OTHER CAUSES BEYOND ITS CONTROL.

No representative or agent of Masterpiece Graphix is authorized to give any guarantee or warranty or make any representation contrary to the above. No waiver, alteration, addition or modification of the foregoing conditions shall be valid unless made in writing and signed by an executive officer of Masterpiece Graphix. Masterpiece Graphix will only be held liable for the price of the service rendered to the supplied goods.

Masterpiece Graphix reserves the right to ship and invoice 10% plus or minus the quantity ordered. User is responsible for determining the suitability of the material for contemplated use. Users assume all risks resulting from the use of our products and must confirm adaptability thereof by their own tests. **Liability will, in no event, exceed the value of the material sold.**

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TRIAL MATERIALS

For new materials, Research and Development Projects, and other small trial orders on materials that have never been previously coated by Masterpiece Graphix, your company will be responsible for charges regardless of the material running successfully in Masterpiece Graphix's process or your company's process. These charges are based on machine time and costs involved in processing information and/or material for your run. These charges will be paid to Masterpiece Graphix for our efforts in developing your specific request. It is **NOT** contingent upon the success of this product in our trial or your process.

IT IS YOUR RESPONSIBILITY THAT ALL PRODUCTS BE THOROUGHLY TESTED TO ENSURE THAT ALL CONVERTING AND END-USE REQUIREMENTS ARE MET. All products are sold with the understanding that the purchaser has independently determined the suitability of such products for its purpose. No salesperson, representative, or agent of Masterpiece Graphix is authorized to give any guarantee, warranty, or make any representation contrary to the above. The company's standard Terms and Conditions (found on Masterpiece Graphix's web site at www.mgxdigital.com) in effect at the same time of the sale shall control.

RETURNS

Masterpiece Graphix guarantees all of their products to print within the first six to twelve months. If there is a problem with an order it is the customer's full responsibility to take adhere to the following procedure: (1) SAVE ALL OF THE MATERIAL IN QUESTION! Send the roll label sticker(s) or an exact copy of the roll label sticker(s), the quantity (including length x width) of the material believed to be damaged, and a 10 foot sample of the damaged material to Masterpiece Graphix (Attn. Claims). (2) Once the samples are received, Masterpiece Graphix will determine whether the problem with the material was a result of Masterpiece Graphix or the supplier of the material. After this is determined, someone from Masterpiece Graphix will contact your company regarding the next step in getting your situation resolved.

Failure to follow these guidelines may result in a loss of the customer's warranty. Masterpiece Graphix will not be financially responsible for return shipments sent without a Material Authorization Number. Issuance of an RMA is not an automatic entitlement to a refund or replacement. All returned items are subject to inspection by Masterpiece Graphix. Any unauthorized return shipments will be the responsibility of the customer.