



GENERAL CONDITIONS OF SALE

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Your email address will only be used to send you the MECartworks.com newsletter and/or to alert you to any information that you have specifically requested you be notified about.

4. GENERAL CONDITION OF SALES

These general conditions:

- (a) apply to all offers, estimates, sales, supplies, deliveries, as well as all measures and operations relating to or resulting from them taken or carried out by MEC Canada Inc. (hereinafter referred to as “MEC” or the “seller”), submitted and/or entered into with its distributors and/or dealers and/or in any event professional subjects purchasing MEC products, not as final customers, but as part of their sales or business activities (hereinafter referred to as the “buyer”);
- (b) all buyers are deemed to be familiar with them and they form an integral part of the order;
- (c) they cancel and in any event take precedence over any other conflicting clause printed and/or hand-written on orders, requests for offers or in the buyer’s correspondence.

4.1 Offer & Acceptance

- No offer made by MEC shall be treated as binding.
- An order which is sent by the buyer to the seller in written form (also by fax, e-mail or other electronic means) shall become binding on MEC solely and exclusively when the company sends the buyer its signed order confirmation.
- The supply shall include the materials and quantities of merchandise specified in the MEC order confirmation, which shall constitute the only document of reference when checking prices and quantities and shall have precedence over the offer and/or customer’s order.
- No request from the buyer for either cancellation or modification will be accepted by MEC once a period exceeding 4 days has elapsed from the date on which the order confirmation was issued, at which time it becomes irrevocable.

4.2 Prices

The prices applying to MEC products are those indicated in the order confirmation.

4.3 Packing of Material

The prices applying to MEC products are those indicated in the order confirmation.

- Standard packaging is included in the sale price.
- Mosaic is packed in specialized custom made wooden pallets. The price of packaging other than the standard version shall be quantified when the order is placed.
- MEC packaging is not guaranteed in any way to provide the merchandise and products with waterproof protection.

4.7 Conditions Applying to Return of Goods

- The goods supplied may not be returned, even partially, unless prior written authorisation has been given by MEC.
- Customized/bespoke goods which have been made to order, cannot not be returned or refunded at anytime.
- In order to return goods, the seller must receive a written request from the buyer within eight days from receipt of the material. Requests received beyond that period will not be taken into consideration.
- A request to return goods must reach the seller before the goods are installed, otherwise it will not be accepted.
- Goods returned due to errors on the part of the customer (colour and/or quantity) or late variations to the order will not be accepted.
- The return of goods without MEC’s prior authorisation using the goods return authorisation form will not be accepted. As regards goods returned from within national territory, the return authorisation will indicate the transportation company that must handle the arrival of the goods at seller’s expense.
- The goods must be returned in their original packaging, completely intact, loaded on pallets if necessary, and protected from damp.
- If the returned goods reach the MEC warehouse in a damaged state, they will not be accepted.
- The packaging must enclose a copy of the authorisation form with the final date for the goods to be returned clearly marked, as well as the buyer’s transportation document which indicates, clearly and legibly, the quantity and description of the goods returned.
- The seller reserves the right to charge any costs whenever, after the materials have been checked at its factory premises, the request for their return proves to be unfounded.

4.8 Responsibilities Concerning the Laying of Materials

- MEC does not in any way supply the service of laying the mosaic along with the supply of the material.
- MEC therefore declines all responsibility for defects and/or flaws that may be attributed to laying operations. The company does not therefore accept complaints or demands for compensation of damage stemming from defects and/or difficulties caused during laying operations that prejudice the use of the material supplied, if the physical, chemical, mechanical and dimensional characteristics of the said material conform to the standards established when it was ordered and supplied.

4.4 Delivery Conditions

- Dates for delivery are not preemptory, unless otherwise agreed in writing.
- Delays do not therefore entitle the parties to make demands for damages or termination of the contract, even partially. The delivery date shall be taken to be that on which the delivery note is issued, or that on which the customer is notified that the goods are ready for delivery.
- Should force majeure prevent the seller from performing the contract, it may, at its discretion, without seeking the intervention of judicial authorities, either suspend execution until such time that the circumstances giving rise to the force majeure have ceased, or terminate the contract either in whole or in part, without seeking the intervention of judicial authorities and without being liable for damages.
- Force majeure is taken to cover any circumstances beyond the seller’s control which permanently or temporarily prevent the execution of the contract, such as war or threat of war, uprising, partial or general mobilisation, industrial strike, lack of raw materials, interruption in supply of goods by subcontractors, unforeseen events that affect the business, transportation difficulties, import or export restrictions, frost, fire, epidemic, natural or other disaster and other unforeseen restrictions that render the manufacturing or transportation of the goods either partially or totally impossible. The provisions of this article also apply when the aforementioned circumstances relate to factories, suppliers or other traders from whom the seller purchases goods or acquires services.
- MEC shall not be held liable any longer once the goods are handed over to the carrier (against whom the buyer must direct any complaints it may have).
- Do not accept the shipment if the packaging appears to be broken or affected badly. The buyer has the right to refuse acceptance or receiving a package that looks like it had been affected during the transit. The damaged package would be returned to the seller or handled accordingly. MEC cannot accept liability of damaged incurred during shipment after the buyer has accepted and received the package.

4.5 Payment Conditions

- MEC supplies must be paid for in full adopting the methods described in the order confirmation and/or in the invoice.
- The terms contained in the order confirmation and/or in the sale invoices must be treated as preemptory and exceptions thereto shall only be permitted if a prior written agreement has been reached with the seller.
- The seller is entitled to demand, at its absolute discretion, total payment in cash in advance when the order is made.

4.6 Default or Delayed Payment

Once the payment date has fallen due, the buyer, if in breach of settlement, shall be considered automatically in default.

- Delayed payment, even partial, of invoices issued by MEC shall therefore immediately give rise to liability for default interest at the official reference rate increased by seven points and shall entitle MEC to charge any out-of-court legal expenses it has incurred in order to recover the amount outstanding.
- In the event of a delay on the part of the buyer or in the event that the seller has reason to fear that the buyer will breach its payment obligations, the seller may, without entitling the buyer to demand damages, without prejudice to any further rights or actions:
 - A. demand payment in advance or a guarantee;
 - B. refuse to process any other orders currently underway with the buyer;
 - C. suspend or revoke, either in whole or in part, the execution of all supply contracts currently underway with the buyer or those connected with it, preceding or following it;
 - D. revoke any favourable payment terms agreed upon, extending this to other contracts, thereby being entitled to demand immediately all sums currently owed by the buyer;
 - E. suspend all obligations imposed upon it by any other contracts entered into with the buyer.

4.9 Complaints

Any complaints about items or sellers may be sent to our support team: info@mecartworks.com or (+1) 647-772-3189. There is no guarantee of a resolution. Each case will be looked at individually, and the seller will be in contact as well.

4.10 Legalities

The seller is not responsible for any health or safety concerns once the buyer has received the item. If any harm is incurred from the items purchased by the buyer, the seller shares no responsibility.

4.11 Patents, Trademarks, Distinctive Signs, Software

- “MEC Artworks” logo and the design of the LEMNISCATE are trademarks of MEC. The AddTek is MEC’s exclusive patented software.
- The buyer expressly recognises that the MEC name and logo, its graphic composition and know how relating to the products supplied constitute intellectual and industrial property owned by MEC Artworks, Inc. and/or companies in the group protected by laws relating to copyright and industrial property. Any improper use thereof shall be sanctioned in accordance with the law.
- The buyer may not, under any circumstances, use, cancel or remove any indication relating to patents, trademarks, business names or origin affixed by Bisazza to the products supplied without its prior written authorization.

5. CHANGES TO THIS AGREEMENT

The company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers’ Personally Identifiable Information, notification by email or postal mail will be made to those affected by the change. Any changes to our privacy policy will be posted on our site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.