

GENERAL: Terms and Conditions for all Sales of the company known as:

1. ECEDM and Remedy Machine Sales LLC. and hereafter listed as (ECEDM). These attachments shall govern the sales of all products sold by ECEDM, purchased hereunder to our customers. These terms will prevail over any conflicting or inconsistent terms and conditions appearing on any purchase order submitted by the buyer. No change or modification of these Terms and Conditions shall be valid or binding onto either party unless: a) They are in writing. b) They are signed by an authorized representative of each party, as part of or modification to the machine quotation. c) The quotation reference number is listed on the modification sheet.
2. DELIVERY: (ECEDM) will see to it, that reasonable means will be exhausted to meet the shipment dates quoted, although we will not be liable for any special, incidental, or consequential damages resulting from delivery delays or inability to deliver any product on the promised or listed date. Deliveries are F.O.B. (ECEDM), Southampton, PA 18966 shipping dock, and the prices quoted do not include outgoing freight or insurance.
3. Machines are shipped on skids (Metal or wood – Our choice). There will be an extra charge for any alterations, like Solid Creating, or additional boxing of shipments. When shipping outside the USA, creating or boxing maybe required, please let us know at time of the machine tool order. If the buyer chooses to contract their own freight carrier, and rigger, title and risk of loss does and will pass to buyer upon pick-up of the freight by your carrier.
4. Payment in full prior to pick up will be required by (ECEDM). In the absence of specific written instruction from the buyer, ECEDM will select a common carrier. Buyer shall be responsible for any freight charge and any insurance charge.
5. Buyer is responsible for lowering machine off the truck or indicating proper delivery instructions with ECEDM. Misinformation given to ECEDM regarding proper or exact delivery instructions, and as a result any extra shipping fees incurred are the customers responsibility, these fees will pass on to the Buyer.
6. When products are shipped freight prepaid, the buyer shall PREPAY ECEDM all freight and insurance charges, which will be shown on the invoice. Allow 2-3 weeks from purchase date and/or check clearance to ship the product. Delivery date will depend on the reasonable means of the carrier and the distance to the delivery location. In certain cases additional time may be needed for holidays and weekends. ECEDM will make every attempt to keep the buyer informed prior to making a purchase if additional time is needed.
7. LIFT GATE delivery's. ECEDM is not the trucking agent and will not be responsible for any refund. The trucker or the broker are solely and completely responsible to complete the delivery contract. In the event that a mistake is made: the carrier is completely and solely responsible to correct the error and provide any monetary refund to the customer. Should the customer make any other conditions or directions, it is between the customer and trucker and or broker.
8. If the buyer chooses to pick up any product they agree to release ECEDM from any and all liability for the machine, machine safe delivery, and any liability once the product has left the location ECEDM or of pick up of the machinery.
9. Warranty parts shipping is performed at ECEDM digression of shipper and expedited by "Ground" or USPS Regular Mail Service. Faster service, may be requested and paid for by the buyer.
10. DAMAGED SHIPMENT – " DO NOT ACCEPT ANY DAMAGED PRODUCT" - In the event products ARRIVE damaged, **Call ECEDM and immediately by phone and email in writing.**  
DO NOT SIGN THE TRUCKERS PAPERWORK – WRITE "DAMAGED - WILL NOT ACCEPT" Boldly on it !  
In the event that any machine is noticeably damaged, this may include broken crating or torn tarp,
  - a) The buyer MUST indicate in writing on the driver's release records: "SHIPMENT PACKAGING IS DAMAGED", THE DRIVER MUST REMAIN ON-SITE FOR INSPECTION OF PRODUCT. THIS IS REQUIRED TO FILE A CLAIM, IN THE EVENT THE PRODUCT IS DAMAGED." This will give the buyer time to unwrap or uncrate the machine for immediate inspection.
  - b) The buyer should also take additional precautions by taking pictures of the noticeable damage prior to opening the crate and or examining the machine.
  - c) Signing the driver's form **without adding a damage statement will release the driver**, and or the shipping company from any taking responsibility for any damage caused to the machine. ECEDM. cannot help the buyer to file a claim to recover the loss of the machine.
  - d) **If the machine without doubt is visibly damaged, refuse to accept the machine because it is damaged.**  
Please call ECEDM immediately at: 215-540-0404 to report any damage. Please allow for dings and possible corner cracks on crates, which is normal wear and tear that may happen during transportation.
11. PRICES, TAXES, AND PAYMENT: All prices are per unit (except where indicated) are in U.S. dollars, F.O.B. ECEDM. All prices are subject to change without notice. Federal Taxes are included, any State or local Tax's, will be the obligation customer to pay directly. ECEDM as the sales company can collect tax's in connection with the sale or delivery of products described on any attachment to which shall be paid by buyer and will appear as separate items on the invoice unless your tax exemption certificate is on file with the ECEDM. (Certificate is required with each order) All orders are pre-paid, F.O.B. ECEDM. ECEDM only collects taxes in the state of PA. Buyers assume all responsibility to, pay and apply all taxes, fees or charges incurred in the state they where they are located. Buyer needs to pay all of these fees (if any).
12. This document, Terms and Conditions, do not apply to International Orders. See Overseas Terms

13. RETURNS: A "Return Merchandise Authorization" (RMA) number must be issued by ECEDM prior to the return of any goods. Goods returned are to be referenced by this number, or they will not be accepted. All returns are to be sent to ECEDM freight prepaid. All re-stock items are subject to a 15% re-stocking fee. Returned items after 30 days are not allowed. Returned items must be clean, and remain in new condition. Proper packaging for shipping will be the responsibility of the customer for any goods returned within 30 days from the date the machine or products are received. A refund will be given after inspection has been made and goods, and that they remain in new condition, and are not damaged. If there is any visible damage to the machine, ECEDM will refuse to accept the machine or other accessories from the carrier. All claims for this matter shall pass on to the buyer to be dealt with the carrier he/she has hired. Any shipping costs (including discounted or free shipping in some cases) incurred by ECEDM additional shipping, and/or crating charges will be subtracted from the refund.
14. If the buyer discovers that he/she has missing accessories that were purchased, the buyer must notify ECEDM within THREE (3) business days. Software is not refundable, and will not be credited if a machine is returned for any reason.
15. LIMITATION OF WARRANTY: New ECEDM products are guaranteed for one year limited parts warranty, from receipt of the machine to your facility, even if you/we do not set-up the machine, in a timely fashion. This warranty is for defects due to faulty material and bad workmanship. Warranty does not cover normal wear, misuse or consumable items. ECEDM warrants that the CNC Control/software will perform in accordance to the written materials for this product and the warranty terms and conditions within the control manufactures written information. ECEDM warrants the labor warranty to be 90 days from receipt of the machine. The obligation of ECEDM after 90 days under this warranty are limited to replacing parts or repairing parts at Remedy's option and at Remedy's factory, said products which shall, within one year after delivery to the customer, be returned to the Seller's factory of origin, transportation charges prepaid and which are, after examination determined to be defective.
16. ECEDM offers onsite repair work for some items. The on-site repair work is determined at the time, of problem being reported, to weather on-site repairs may be attempted. Items not attempted to be repaired on-site must be sent to the factory of its origin, ECEDM will instruct and support the user on any repairs that may be needed at user's location. ECEDM it's authorized dealers, may offer more extended labor warranties, contracted by that sales company directly. The reseller of Remedy Machines, sales contract will supersede the labor terms in this agreement. ECEDM will see to it that labor warranty is provided by the control manufacture, for any control related issues, as specified under the terms and conditions of the control manufacture.
17. ECEDM does provide control training, however we do not develop the customer's machining programs. This Warranty shall not apply to any product which has been repaired or altered, except by the Seller or its authorized centers or which have been subjected to misuse, negligence, or accident. The original warranty period of any product, which has been either repaired or replaced, will not be extended. Any extended warranty will be issued in writing only. Buyer further represents and acknowledges that ECEDM has not made any representations or warranties, direct or indirect, express or implied as to any manner whatsoever, including without limitation, the design or condition of any item of equipment, its merchantability or its liability or its fitness for any particular purpose, or conformity of any item of equipment to the provisions and specifications of any purchase or orders relating thereto, nor shall ECEDM be liable for incidental or consequential damages (Including strict liability in tort). ECEDM shall not be liable to Buyer, or any other party, for any loss, damage, injury or expense of any kind or nature caused directly or indirectly by the equipment or the failure of the equipment to operate properly.
18. SAFETY PRECAUTIONS Buyer shall require employees to have ECEDM training. Additionally to use all safety devices, guards and proper safe operating procedures as set forth in manuals and instruction sheets furnished by ECEDM. Buyer shall not remove or modify any such device, guard or sign. It is Buyer's responsibility to provide all the means that may be necessary to effectively protect him/herself, all people around the machine and employees from serious bodily injury which otherwise may result from the method of particular use, operation, set-up or service of the equipment. If Buyer fails to comply with such provisions of this paragraph or the applicable standards or regulations aforementioned, Buyer shall indemnify and save and hold ECEDM harmless from and against any and all claims, losses or damages arising there from. It is the responsibility of Buyer to comply with any and all local codes.
19. DESCRIPTIONS OF EQUIPMENT All weights given are estimates, stated as correctly as possible and any deviations shall not invalidate any purchase order. Brochures, photographs and other illustration representing the equipment offered are not binding in detail, as improvements are constantly being made in design. Brochures and web site are subject to change without notice. ECEDM RESERVES THE RIGHT TO DISCONTINUE ANY MODEL OR CHANGE THE SPECIFICATIONS AT ANY TIME WITHOUT NOTICE. NO DISCONTINUANCE OR CHANGE SHALL CREATE ANY LIABILITY ON THE PART OF ECEDM.
20. ASSIGNMENT This agreement may not be assigned without the express written consent of the parties hereto. Any attempted assignment of rights or delegation of duties shall be void.
21. GOVERNING LAW This agreement shall be construed in accordance with the laws of the State of Pennsylvania; USA and will govern any disputes regarding the interpretation and or validity of these Terms and Conditions hereof. Any dispute relating to the products sold from ECEDM hereunder shall be subjected to the jurisdiction of the courts within the State of Pennsylvania, Court of Bucks County, PA. regardless of the location where the dispute work or activity occurred.

22. Should any individual provision of this agreement be deemed invalid or unenforceability, all additional provision or provisions contained herein shall not in any way affect the validity of this agreement without the invalid or unenforceable provision or provisions. The Buyer agrees to pay all legal costs of both plaintiff and defendant, if a judgment is rendered, in favor of the defendant ECEDM.

23. MERGER CLAUSES The entire contract is embodied in this writing. There are no understandings, agreements, representations, or warranties, either oral or written, relative to the products, including statements made in or conduct implied from past dealings that are not fully expressed herein. No oral or any other form of statement subsequent to the acceptance of the purchase order purporting to modify the said terms and conditions shall be binding unless consented to in writing by a duly authorized officer of ECEDM in a document making specific reference to this transaction or after a transaction has been made.

24. ALL QUOTATIONS AND ORDERS ARE SUBJECT TO THE FOLLOWING TERMS & CONDITIONS:

- ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY ECEDM • PRICES ARE SUBJECT TO FINAL CONFIRMATION AT THE TIME OF PLACING AN ORDER. • SPECIFICATIONS AND PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. • PLEASE CALL OUR OFFICE FOR EQUIPMENT AVAILABILITY (215-540-0404) • SPECIAL ORDER MACHINES ARE SUBJECT TO A 25% DEPOSIT. • DEPOSIT PENALTY WILL BE CHARGED IF ORDER IS CANCELLED. • ECEDM SHALL RETAIN TITLE TO ALL EQUIPMENT UNTIL THE PURCHASE PRICE HAS BEEN PAID IN FULL. • ALL SECURITY UNLOCK CODES WILL NOT BE RELEASED UNTIL THE UNPAID BALANCE IS PAID IN FULL • PURCHASER IS RESPONSIBLE FOR CONFIRMING TERMS OF PAYMENT, FINANCING OR CREDIT ARRANGEMENTS PRIOR TO SHIPMENT OF MACHINE. • ALL APPLICABLE FREIGHT, RIGGING, FEDERAL STATE OR LOCAL SALES TAXES SHALL BE PAID BY PURCHASER, AND ARE IN ADDITION TO PRICE QUOTED. • BROCHURES AND LITERATURE ARE SUBJECT TO CONSTANT DESIGN IMPROVEMENTS AND ARE NOT BINDING IN DETAIL.

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