

1. GENERAL

This document sets the Terms and Conditions of Machinery Sales for all of: ECEDM & Remedy Machine Sales, LLC. (ECEDM). This document does govern all sales, services and products offered to every ECEDM customer. Where the purchase is between ECEDM and/or our dealer and to the customer or the customers representative being a leasing agent or bank loan.

These terms will prevail over any conflicting or inconsistent term or conditions appearing on any purchase order submitted by the buyer. No change or modification of these "Terms and Conditions of Sale" shall be valid or binding on either party; unless in writing and signed by an authorized representative of each party, as part of, and/or written modification to the quotation and purchase order issued.

2. DELIVERY

ECEDM & Remedy Machine Sales LLC. (ECEDM), will see to it that reasonable means will be exhausted to meet the shipment dates quoted, although we will not and can not be held liable for any delay. Incidental or consequential customer damages resulting from delivery delays or inability to deliver any product on the original quoted date or subsequent delivery dates via additional memo's.

Deliveries are F.O.B. ECEDM, Southampton, PA 18966, and the machinery prices quoted do not include outgoing freight and/or insurance. Machines are shipped on skids (Metal or wood – Our choice). There will be an extra charge for any alterations, as to solid crating, or additional boxing of shipments. When shipping outside the USA, export grade crating is required and extra charges will apply. If the buyer chooses to contract their own freight carrier and rigger, risk of loss: does and will pass to the buyer upon pick-up of the freight by your carrier. 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 the insurance charges. Buyer is responsible for providing all proper delivery instructions to (ECEDM). Misinformation given to (ECEDM), regarding proper delivery instructions may result additional shipping fees incurred, these fees will pass directly onto the Buyer.

The buyer or buyers rigger is responsible for safely and properly lowering all products off the truck and properly placing them into the buyers facility. When products are shipped freight prepaid, the buyer shall pay the appropriate freight and insurance charges, which will be shown as separate items before shipment is made. Allow for payment/check clearance before we will ship out any product.

Delivery of product 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 and shipment if additional time is needed.

Part shipping under warranty terms is performed at (ECEDM) digression of shipper by " UPS Ground" or USPS Regular Mail Service. Faster service may be requested and paid for by the buyer, and is subject to Net 10 day terms or pre-paid.

3. DAMAGE AND SHORT SHIPMENT

In the event products are received damaged, keep all packaging material and contact both the carrier and (ECEDM) in writing, **at arrival or within the same working day.** In the event that any machine shipped by (ECEDM) is noticeably damaged, this may include broken crating or torn tarp call and take pictures.

1) **The buyer MUST indicate in writing on the driver's release records:** "SHIPMENT PACKAGING IS DAMAGED, AT THE TIME FOR FURTHER INSPECTION OF PRODUCT WILL BE NEEDED TO FILE A CLAIM IN THE EVENT THE PRODUCT IS ALSO DAMAGED." This will give the buyer time to unwrap or uncrate the machine for further inspection.

2) **The buyer MUST** also take additional precautions by taking pictures of the noticeable damage prior to examining the machine.

Take pictures of the driver, the truck name, and the license plate.

3) **DO NOT Sign the driver's form without adding "a damage statement" or you will release the driver and trucker for claim,** and the shipping company is released from taking responsibility for all damage to the machine. In this case (ECEDM) cannot help the buyer file a claim to recover any loss to the machine.

4) If the machine is visibly damaged, **refuse to accept the machine on the grounds that it is damaged.** Please call (ECEDM) immediately at: 215-540-0404 to start the claim process. Please inspect dings and possible corner cracks on crates that may happen during transportation.

4. PRICES, TAXES, AND PAYMENT

All prices are per single machine or item (except where indicated) and are quoted in U.S. dollars, F.O.B. (ECEDM) Levittown PA 19056 U.S.A. All prices are subject to change with 30 day notice. We collect Federal Taxes only. **Taxes, such as State, and/or local are additional and completely the obligation of the customer to pay.** All orders are F.O.B. (ECEDM) and we only collect taxes in the state of PA.

All payments are to be sent to ECEDM directly. ECEDM does not allow or authorize any Sales Agent to collect and/or pay in connection with the sale and/or delivery of products described in any purchase order to ECEDM.

No Customers are accepted without proper Tax ID information. All Customers shall provide tax ID and exemption certificate must be on file with the ECEDM company of records. (Certificate required with all orders) Buyers assume all responsibility to collect, pay and apply all taxes, fees or charges incurred in the state they are located. Buyer needs to pay all of these fees (if any).

5. 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 delays will happen before they are 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 60 are subject to a 30% re-stocking fee. All Returned items must be clean, in original packing and remaining in new condition for any credit. Proper packaging for shipping will be the responsibility of the customer/shipper for all goods returned within 45 days from the date the machine or products are received. A refund will be given after inspection has been made, and that items were received in new condition and are not damaged. If there is any visible shipping damage to the parts, ECEDM may 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 packaging charges will be subtracted from the refund. If the buyer discovers that he/she has missing accessories that were purchased, the buyer must notify ECEDM within SEVEN (7) business days. Software is not refundable, and will not be credited if a machine is returned for any reason.

6. LIMITATION OF WARRANTY

(ECEDM) products are guaranteed for one year - limited parts and labor warranty from **receipt of the machine to your facility**, even if you do not set-up the machine in a timely fashion. This warranty is for defects due to faulty material and/or 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 the product from the manufacture and the warranty terms and conditions for the control to the manufactures written information. Remedy Machine Sales LLC. (ECEDM), New Machine warranty is 1 year parts and labor. All used machinery, the ECEDM will state any warranty in the buyers proposal. Both new and used warranties are limited to replacing parts or repairing parts at ECEDM's option. (ECEDM) offers onsite repair work for some items. Items not attempted to be repaired on-site will 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.

Authorized dealers may offer an extended warranty, this contracted with directly with the reseller of Remedy Machines and ECEDM is not part of this warranty or liable for it unless in writing from ECEDM.

ECEDM will see to it that the labor warranty is provided by the control manufacture for any control related issues as specified under the terms and conditions of the control manufacture to ECEDM. ECEDM offers 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 ECEDM or its authorized dealers or items that 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. It is this warranty which is expressed instead of all other warranties: statutory, expressed, and implied and all other obligations or liabilities on the Seller's part. 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, the quality of the material or workmanship of any item of equipment, improper delivery, delay in delivery or conformity of any item of equipment to the provisions and specifications of any purchase or orders relating thereto, nor shall Remedy Machine Sales LLC. be liable for incidental or consequential damages (Including strict liability in tort). Remedy Machine Sales LLC. 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.

7. SAFETY PRECAUTIONS

Buyer shall require employees to use all safety devices, guards and proper safe operating procedures as set forth in manuals and instruction sheets furnished by ECEDM and all government policy's. Buyer shall not remove or modify any such device, guard or sign. It is Buyer's responsibility to provide all the means necessary to effectively protect employee's, him/herself and all people around the machine 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 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.

8. DESCRIPTIONS OF EQUIPMENT

All weights given are estimates, stated as correctly as possible and any minor deviations shall not invalidate this 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 website information is subject to change without notice. ECEDM reserves the right to discontinue any model and/or change the specifications or discontinue any machine model at any time without liability.

9. ASSIGNMENT

This agreement may not be assigned without the express written consent of ECEDM and the parties hereto. Any attempted assignment of rights or delegation of duties shall be void.

10. GOVERNING LAW

This agreement shall be construed in accordance with the laws of the State of Pennsylvania; USA. PA law 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 here shall be subjected to the jurisdiction of the courts within the State of Pennsylvania, Court of Montgomery County, PA. regardless of the location where the dispute work or activity occurred. The provisions of this agreement are divisible and the invalidity or unenforceability of any 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 the defendant ECEDM, if a judgment is rendered, in favor of ECEDM.

11. 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 Remedy Machine Sales LLC. in a document making specific reference to this transaction or after a transaction has been made

All quotations are further subject to the above and this summary of terms and conditions:

All orders are subject to acceptance by ECEDM & Remedy Machine Sales, LLC. (ECEDM)

All final pricing will be placed in our written quotation and proposal

Machine specifications are deemed accurate, however some minor changes will happen. This in conversion from metric to USA measurements. Any change or update will be posted as soon as we find them.

Please call ECEDM/Remedy at 215-540-0404 or email us at Remedymills@gmail.com with any questions or concerns
All special order machines require a 50% deposit with order. 20% Penalty and/or costs charge of the sale price will be charged to any canceled special order.

ECEDM/Remedy shall retain and own all machinery until final payment in full is received and cleared our bank.

All security unlock codes will be held until payment is received and only then will these codes be provided to the customer.

Website, Brochures and literature are subject to constant updating and are not binding.

ECEDM/Remedy quotation to the customer is the binding and accurate machine details.

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