

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 every reasonable means will be exhausted to meet the shipment delivery date 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. LA, California or (ECEDM) Southampton, PA 18966 in special cases, and our internet website prices do not include outgoing freight or insurance. ECEDM can not provide any refund for the shipping agent's failure of delivery in any kind, and refund requests must be made to the shipping agent directly by the customer.
3. SHIPPING: Machines are shipped on skids (Metal or wood – Our choice). There will be an extra charge for any alterations, such as Solid crating, or additional boxing of shipments. When shipping outside the USA, Export grade creating or boxing is required, this information is required at the time of order. b) All Prices are subject to final confirmation and acceptance at the time of placing and accepting the purchase order with ECEDM. c) ECEDM will keep updated information on equipment availability and the delivery schedule and/or changes unto.
4. TRUCKING: If the buyer chooses to contract their own freight carrier, and or rigger, a) The machine tool must be PAID IN FULL, before pick up. b) title and risk of loss does and will pass to buyer upon pick-up of the freight by your carrier. c) Signing freight documents will assign ownership and responsibility to this new agent. d) Payment in full prior to pick up will be required by (ECEDM). e) Buyer shall be responsible for any and all freight charges and any insurance charge.
5. WITHOUT ECEDM RIGGING: The Buyer is responsible for receipt and or lowering the machine off the delivery truck. The customer is responsible for providing or indicating proper delivery instructions with ECEDM. Misinformation given to ECEDM regarding proper or exact delivery instructions, and as a result may cause extra shipping fees, if incurred, are the customers responsibility, these fees will automatically pass on to the Buyer.
6. FREIGHT PAYMENT: When products are shipped freight prepaid, the buyer shall PREPAY ECEDM all freight and insurance charges, which will be shown on a separate invoice. Allow additional or 2-3 weeks from purchase date and/or 2 days of check clearance to ship the product/s. 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 finalizing a purchase if additional time is needed.
7. LIFT GATE: Delivery's and/or any carrier errors. ECEDM is not the trucking agent and will not be responsible for an 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 and Broker are completely and solely responsible to correct the error and provide any monetary refund to the customer. Should the customer make any other or new 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 product, safe delivery of the product, and any liability once the product has left the pick up location, ECEDM or location 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, Next day or AM delivery may be requested and then must be 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 a written damage report.**  
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 or receiving agent 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 they 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 this damage. Please allow for dings and possible corner cracks on crates, which is normal wear and tear that may happen during transportation.

11. This document, Terms and Conditions, does not apply to International Orders.

See ECEDM Overseas Terms documentation.

12. PRICES, TAXES: All prices are per unit (except where indicated) are in U.S. dollars, F.O.B. ECEDM.

Advertised prices are subject to change without notice. Prices on our website were current at the date of our website update and must be confirmed by a quotation request of the company. Federal Taxes are included, any State or local Tax's are NOT and will be the obligation customer to pay directly. ECEDM as the sales agent can collect tax's in connection with the sale or delivery of products described within our quotation and Invoice attachment only. Your current tax exemption certificate must be on file with the ECEDM. (Certificate is required with each order) All orders are pre-paid, F.O.B. location of USA shipment origin. ECEDM only collects taxes in and for 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 know of and pay all of these local fees and tax's if any. b) All Prices are subject to final confirmation and acceptance at the time of placing and accepting the purchase order. c) ECEDM will keep updated information on equipment availability.

13. PAYMENT: Payment is accepted in US currency only, by bank check or wire transfer. a) A deposit is required for this transaction to be legalized and started between the parties. b) Standard Payment terms are 10% deposit with order, balance is due at ECEDM 10 days after completed installation of the machinery at your facility. c) When installation is delayed from the shipping date from our origin, balance due is a maximum net. 17 days of the receipt of the product to your facility or rigger. d) The machine control is equipped with a day timer, which changes in a countdown process daily when the machine is activated. The "days remaining" will be clearly displayed on the machine control at "start up" and must be acknowledged by the operator at the control. e) Once Zero days are reached, the machine tool will not pass this screen and it will display "Contact ECEDM for access code". Said code will only be provided when payment in full has been completed to ECEDM. • SPECIAL ORDER MACHINES ARE SUBJECT TO A 35% DEPOSIT WITH ORDER. • A DEPOSIT PENALTY OF COSTS INCURED WILL BE CHARGED IF ORDER IS CANCELLED. • ECEDM shall retain title and ownership to all equipment until the unpaid balance is paid in full. • ECEDM does offer leasing, and arrangements are to be made directly with these agents prior to sale of the machinery and prior to the acceptance of order.

14. RETURNS: A "Return Merchandise Authorization" (RMA) number must be issued by ECEDM prior to the return of any goods. Goods returned must have this number clearly marked on the packaging and paperwork as to be referenced by this number as receipt, 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 original packaging, clean, and remain in "As New" condition. Proper packaging for shipping is the responsibility of the customer for any goods returned, and must be within 30 days from the date the machine or products are received. A refund will be issued after inspection has been made and goods, and that they are found to be in new condition, and are not damaged. If there is any visible damage at receipt, ECEDM can or will refuse to accept the item 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. Electronic items are not returnable if the "New Packing seal" is opened in any way – if the item is used in any way – It must be brand new in the original unopened packaging.

15. If the buyer discovers that he/she has missing accessories that were purchased, the buyer must notify ECEDM within THREE (3) business days. Offline Software purchased is not refundable, and will not be credited if a machine is returned for any reason.

16. LIMITATION OF WARRANTY: New ECEDM products are guaranteed for one year limited parts warranty, from receipt of the machine to your facility, and is valid only when ECEDM start-up the machine is completed, and completed in a within 120 days of the ECEDM shipment. This warranty is for defects due to faulty material and or poor workmanship. Warranty does not cover normal wear, misuse or any consumable items. ECEDM warrants that the CNC Control/software will perform in accordance to the written materials provided by Atrump or the Control MFG for the product and the warranty terms and conditions within the control manufactures written information. ECEDM warrants the materials and labor warranty to be 1 year from shipment of the machine. The warranty obligation of ECEDM ends after this date and time.

17. WARRANTY LABOR: ECEDM offers onsite warranty and non warranty repair work. The status of the on-site repair work is determined at the time, of the problem being reported. Items not attempted to be repaired on-site will be replaced or sent to the factory of its origin. ECEDM will instruct and support the user on any non warranty repairs that may be needed at user's location. ECEDM it's authorized dealers, may offer more extended parts and labor warranties, contracted by that sales company directly. The reseller of Remedy Machines, sales contract will not 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. This Warranty shall apply to any product which has been repaired or altered, by the Seller or its authorized centers which has not 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.

17. **WARRANTY LABOR** (Continued): 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. **TRAINING**: ECEDM does provide machine and control training, and ECEDM Training is required for safe operation of all machinery sold. Should a customer refuse or decide that training is not required they automatically agree to all of the following terms: a) They are completely responsible for all operator safety and/or injury and/or all medical costs of any injury on or buy this machine. b) They are responsible for training safe operation and all safety procedures in compliance to all OSHA and local standards. ECEDM will not develop the customer's machining programs.
19. **SAFETY PRECAUTIONS**: Buyer shall require employees to have ECEDM or OSHA Safety training, additionally to use all safety devices, guards and proper safe operating procedures as set forth in manuals and instruction sheets furnished by ECEDM and its machine builders. 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 or visitors 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.
20. **DESCRIPTIONS OF EQUIPMENT**: All weights provided 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 information is/are subject to change without notice. ECEDM RESERVES THE RIGHT TO DISCONTINUE ANY MODEL OR CHANGE THE SPECIFICATIONS AT ANY TIME WITHOUT PUBLIC NOTICE. NO DISCONTINUANCE OR CHANGE SHALL CREATE ANY LIABILITY ON THE PART OF ECEDM.
21. **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.
22. **GOVERNING LAW**: This agreement shall be construed in accordance with the laws of the State of Pennsylvania; USA and said 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.
23. **VALIDATION**: Should any individual provision of this agreement be deemed invalid or unenforceability, all additional provisions contained herein shall not be affected in any way or affect the validity of this agreement in scope or totality. The effected item deemed invalid or unenforceable provision will stand alone. The Buyer agrees to pay all legal costs of both plaintiff and defendant, if a judgment is rendered, in favor of the defendant ECEDM.
24. **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 the item and to this transaction or after a transaction has been made.
25. **ALL QUOTATIONS AND ORDERS ARE SUBJECT TO THE ABOVE TERMS & CONDITIONS**:
- All orders are subject to final acceptance by ECEDM
  - All security unlock codes will be released only when payment in full is received.
  - BROCHURES AND LITERATURE ARE SUBJECT TO CONSTANT DESIGN IMPROVEMENTS AND ARE NOT BINDING IN DETAIL.

THESE TERMS ARE IN EFFECT FOR ALL ECEDM MACHINERY SALES FROM 1977 TO PRESENT.