



# Terms & Conditions & Shipping Policy Summary



## Payment Processing

### 1 Business day

Prepayment is required for all orders.

Please note that banking notification can take up to 2-3 days to process once swift payment has been initiated.



## Production & Shipping

### 2-3 days if in stock

All orders are produced in the manner they are received. Order go into process immediately upon payment receipt  
Processign times may vary depending on order volume

## Transit Domestic & International

### 2-3 days (National)

### 1-2 weeks (International)

Shipping times may vary based upon Carrier and Import processing.



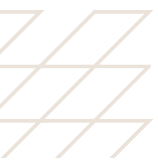
## Customer Delivery

Enjoy your product and welcome to the **Erbessd Instruments** family

## Customer Service & Tech Support

**Free Tech support** offered worldwide.

Additional services include Virtual and Onsite trainings



# Considerations

- Sellerships (see table shipping times below) after receiving the payment (PayPal\*, electronic transfer or credit card. 100% prepay unless otherwise accepted and approved at the sole discretion of ERBESSD-INSTRUMENTS. All EI-Series, SBS-Series, and orders with values in excess of \$10,000 require a minimum of 50% prepay. All International Orders require 50% prepay without exception. All Travel & Living Expenses and Training engagement require 100% prepay without exception. Maximum Net 30 on any remaining balances.
- All items are tested in accordance with our ISO:9001 Quality Management System before shipping.
- The shipping cost **DOES NOT INCLUDE** import taxes.
- The transit time depends directly on the country of destination and the courier service used.
- Delivery times may vary, especially during peak seasons.
- 10 Days Worry Free Guarantee- if after giving us the opportunity to solve any technical deficiency on the product and the customer is dissatisfied, the product can be returned (DigivibeMX only) for a full refund less 10% of restocking fee and shipping costs.
- EI reserves the right to modify the design as needed to fulfill the form, fit, and functions of our products. This may include changes or upgrades made to the parts and components of the devices based upon our continuous improvement process or supply chain constraints. Any changes will be fully covered by the EI warranty.

## Balancing

### Machines & Soft Bearing Suspensions

Seller Ships within 6-12 weeks after receiving cleared payment

## DigivibeMX & Accesories

Seller ships 1-10 days after receiving cleared payment

## Phantom and EI-WiSER Series and products

Delivery time will depend on available stock, the quantity of equipment requested, and/or current demand.



- After receiving the item, it must be returned within the next 10 days, with all original accessories and packaging, exception. such as:
  - Box, bags and/or labels.
  - Accessories (as cables, sensors, etc.)
  - Manuals and warranty card.
  - Gifts and additional items.
- Buyer must pay the return shipping cost without any
  - Refund will be given as money back or item exchange (buyer's choice) less restocking fee of 10% & shipping cost.
  - The refund policy DOES NOT include banking and exchange commissions

**WARRANTY:** ERBESSD-INSTRUMENTS warrants to Buyer that the Goods (excluding any software supplied with the Goods, which Software License and Buyer's rights there to is set forth below in Section 6) sold hereunder will be free from defects in material and manufacture at the time of title transfer under normal use and service, provided that ERBESSD-INSTRUMENTS liability and Buyer's exclusive remedy under this warranty is limited to the repair or replacement, at ERBESSD-INSTRUMENTS election, of Goods which are shown to ERBESSD-INSTRUMENTS reasonable satisfaction to have been thus defective and returned to ERBESSD-INSTRUMENTS within one (1) years after date of shipment of Goods to Buyer.

Written notice of a warranty claim must be given promptly by Buyer to ERBESSD-INSTRUMENTS and, in no event later than sixty (60) days after Buyer's discovery of a defect within the warranty period. Any defective product must be returned to ERBESSD-INSTRUMENTS within 10 days of the notification of warranty claim. Transportation charges for the return of such defective Goods to ERBESSD-INSTRUMENTS and risk of loss thereof shall be borne by Buyer. Reshipment of the newly manufactured or repaired Goods to Buyer and risk of loss thereof shall be borne by ERBESSD-INSTRUMENTS, and are warranted for the remainder of the applicable warranty period or for ninety (90) days after shipment of the newly manufactured or repaired Good, whatever period is longer.

This warranty shall not apply to any Goods or Goods parts which in ERBESSD-INSTRUMENTS sole judgment (1) have been repaired or altered outside ERBESSD-INSTRUMENTS facilities in any way so as to affect the safety, function or reliability of the Goods or Goods parts, or (2) has been subject to misuse, negligence, accident or other abuse. Under no circumstances shall the warranty set forth in this Section apply to any Goods which has been used with unapproved components or to any Goods, which have been customized or modified, damaged, or misused.

Third-Party-Goods (Tablets, Smartphones and other Third Party Goods) Warranty. Notwithstanding ERBESSD-INSTRUMENTS warranty in above, and in lieu of such ERBESSD-INSTRUMENTS warranty, the warranty offered by the manufacturer of a third-party-manufactured good sold or supplied by ERBESSD-INSTRUMENTS (such as a PDA, Tablet PC, Laptop, or Smartphone) is the exclusive warranty applicable to such component sold in connection with the ERBESSD-INSTRUMENTS Goods purchased hereunder. A copy or copies of such third-party manufacturer's warranty will be furnished to Buyer upon request and/or is readily available from such third-party manufacturer and is incorporated herein by reference and is Buyer's warranty of such third-party-manufactured good.

**IP PROTECTION & DROP & SHOCK PROTECTION** (Intrusion Protection & MIL-STD 810) - ERBESSD INSTRUMENTS designs, manufactures, and tests Phantom, WiSER, and DigivibeMX family products in accordance with industry best practices to achieve applicable IP and MIL-STD ratings. When these products are dispatched from our facilities they meet or exceed the published IP and Drop/Shock Specifications. A reasonable amount of care should be taken and is the responsibility of the consumer. Splash, water, and dust resistance are not permanent conditions and resistance might decrease as a result of normal wear, thermal effects and other environmental characteristics outside the control of ERBESSD INSTRUMENTS.. Liquid damage is not covered under warranty under any circumstance.

**Service Warranty For Services to Repair Goods Not Within the Warranty Period** - Repair services provided by ERBESSD-INSTRUMENTS under an Order to repair a Good which is Service Warranty For Services to Repair Goods Not Within the Warranty Period. Repair services provided by ERBESSD-INSTRUMENTS under an Order to repair a Good which is not within the warranty period are warranted for ninety (90) days after ERBESSD-INSTRUMENTS ships the serviced Good back to the Buyer ("Service Warranty"), provided that such Service Warranty only extends to the service ERBESSD-INSTRUMENTS provided in such repair (including parts or components of the Good repaired or replaced in the serviced Good), and the Service Warranty shall not apply to any other part or component of the Good not submitted for service and described in the Order Confirmation to be repaired.

**EXCLUSIVE WARRANTIES & REMEDIES:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FOREGOING WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED BY BUYER IN LIEU OF (i) ANY AND ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM ERBESSDINSTRUMENTS OR ANY OF ITS AFFILIATES' NEGLIGENCE, ACTUAL OR IMPUTED, STRICT TORT LIABILITY OR BREACH OF WARRANTY. THE REMEDIES OF THE BUYER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES INCLUDING, WITHOUT LIMITATION, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES, OR THIS LIMITATION WILL BE BINDING UPON ERBESSD-INSTRUMENTS OR ANY OF ITS AFFILIATES UNLESS IN WRITING, SIGNED BY A DULY AUTHORIZED OFFICER OF ERBESSD-INSTRUMENTS.

**WAREHOUSING CHARGES:** In the case of finished materials/goods/machines etc. upon notification from ERBESSD INSTRUMENTS customer must arrange for materials dispatch via ERBESSD INSTRUMENTS carrier as quoted by ERBESSD INSTRUMENTS or via customer carrier within 15 calendar days of notification of completion of finished materials/goods/machines etc by ERBESSD INSTRUMENTS. Following the 15 day notification period a warehousing fee of \$500 USD/week will be assessed.

**SOFTWARE LICENSE:** ERBESSD-INSTRUMENTS software and any third party software, documentation, interfaces, content, fonts and any data accompanying this License whether on disk, SD card, downloaded from a ERBESSD-INSTRUMENTS controlled website, in read-only memory, on any other media or in any other form (collectively the "EI Software") are licensed, not sold to Buyer, by ERBESSD-INSTRUMENTS for use only under the terms of this License. ERBESSD-INSTRUMENTS and/or ERBESSD-INSTRUMENTS licensors retain ownership of the EI Software itself and reserve all rights not expressly granted to Buyer. For each computer interface purchased from ERBESSD-INSTRUMENTS, a copy of EI Software must be purchased at the same time and are typically included with the purchase of a system or kit.

ERBESSD-INSTRUMENTS, at its discretion, may make available future updates to the EI Software purchased. The EI Software updates, if any, may not necessarily include all existing software features or new features that ERBESSD-INSTRUMENTS releases for newer, other or different models of ERBESSD-INSTRUMENTS Goods. The terms of this Agreement will govern any software updates provided by ERBESSD-INSTRUMENTS that replace and/or supplement the original EI Software for the Good(s) purchased by Buyer, unless such update is accompanied by a separate license in which case the terms of that license will govern such update.

Title and intellectual property rights in and to any content displayed by or accessed through the EI Software belongs to the respective content owner. Portions of the EI Software may utilize, include, require for installation or recommend downloading of third-party software and other copyrighted material. Acknowledgments, licensing terms and disclaimers for such material are found at such thirdparty software company websites, and Buyer's use of such material is governed by their respective terms. Such software is distributed or recommended by ERBESSD-INSTRUMENTS in the hope it may be useful, but WITHOUT ANY WARRANTY BY SUPPLIER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

Subject to the terms and conditions of this License, Buyer is granted a limited non-exclusive license to install the EI Software purchased by Buyer on three (3) machines (tablets or laptops) owned or controlled by Buyer. Buyer may not and agrees not to, or to enable others to, copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the EI Software or any services provided by the EI Software, or any part thereof. Buyer may not rent, lease, lend, sell, redistribute or sublicense the EI Software. Buyer may, however, make a onetime permanent transfer of all Buyer's License rights to the EI Software to another party, provided that: (i) the transfer must include all the EI Software, including all its component parts, original media (if any), printed materials and this License; (ii) Buyer does not retain copies of the EI Software, full or partial, including copies stored on a computer or other storage device; and (iii) the party receiving the EI Software reads and agrees to accept the terms and conditions of this License. Any copy of the EI Software that may be provided by ERBESSD-INSTRUMENTS for promotional, evaluation, diagnostic or restorative purposes may only be used for such purposes and may not be resold or transferred. This License is effective until terminated. Buyer's rights under this License will terminate automatically or otherwise cease to be effective without notice from ERBESSD-INSTRUMENTS if Buyer fails to comply with the term(s) of this License. Upon the termination of this License, Buyer shall cease all use of the EI Software and destroy all copies, full or parties, of the EI Software.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE EI SOFTWARE AND THE FUNCTIONS CONTAINED IN AND/OR SERVICES PERFORMED OR PROVIDED BY SUCH EI SOFTWARE (COLLECTIVELY REFERRED TO AS "EI SOFTWARE AND SERVICES"), ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULT AND WITHOUT WARRANTY OF ANY KIND, AND ERBESSD-INSTRUMENTS AND IT'S LICENSORS (COLLECTIVELY REFERRED TO AS "EI") HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO EI SOFTWARE AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OR SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

ERBESSD-INSTRUMENTS/EI DOES NOT WARRANT AGAINST INTERFERENCE WITH BUYER'S ENJOYMENT OF THE EI SOFTWARE AND SERVICES, THAT THE EI SOFTWARE AND SERVICES WILL MEET BUYER'S REQUIREMENTS, THAT THE OPERATION OF THE EI SOFTWARE AND SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT ANY EI SOFTWARE SERVICES WILL CONTINUE TO BE MADE AVAILABLE, THAT THE EI SOFTWARE AND SERVICES WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES, OR THAT DEFECTS IN THE EI SOFTWARE AND SERVICES WILL BE CORRECTED. INSTALLATION OF EI SOFTWARE MAY AFFECT THE USABILITY OF THIRD PARTY SOFTWARE APPLICATIONS OR THIRD PARTY SERVICES.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL ERBESSD-INSTRUMENTS BE LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES WHATSOEVER, WITHOUT LIMITATION, INCLUDING DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA OR INFORMATION, FAILURE TO RECEIVE OR TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF, RELATING TO BUYER'S USE OR INABILITY TO USE THE EI SOFTWARE AND SERVICES AND/OR ANY THIRD PARTY SOFTWARE OR APPLICATIONS IN CONJUNCTION WITH THE EI SOFTWARE AND SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF ERBESSD-INSTRUMENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ERBESSD-INSTRUMENTS TOTAL LIABILITY TO BUYER FOR ALL SUCH PROVED DAMAGES RELATING TO BUYER'S USE OF EI SOFTWARE AND SERVICES

(OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT BUYER PAID SUPPLIER FOR THE EI SOFTWARE AND SERVICES LESS THE STANDARD RESTOCKING FEE IF ITEMS ARE RETURNED AS SPECIFIED HEREIN. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

BUYER ACKNOWLEDGES AND AGREES THAT USE OF THE EI SOFTWARE AND SERVICES IS AT BUYER'S SOLE RISK AND ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE AND ACCURACY IS WITH BUYER. BUYER ACKNOWLEDGES THAT EI SOFTWARE AND SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY, THE EI SOFTWARE AND SERVICES COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS. BUYER AGREES IT MAY NOT USE OR OTHERWISE EXPORT THE EI SOFTWARE EXCEPT AS AUTHORIZED BY U.S. LAW AND LAWS OF THE JURISDICTION IN WHICH THE EI SOFTWARE WAS OBTAINED. IN PARTICULAR, BUT WITHOUT LIMITATION, THE EI SOFTWARE MAY NOT BE EXPORTED OR REEXPORTED (A) INTO ANY U.S. EMBARGOED COUNTRIES; OR (B) TO ANYONE ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS OR THE U.S. DEPARTMENT OF COMMERCE DENIED PERSON'S LIST OR ENTITY LIST. BUYER AGREES IT WILL NOT USE THE EI SOFTWARE FOR ANY PURPOSES PROHIBITED BY U.S. LAW, INCLUDING WITHOUT LIMITATION, THE DEVELOPMENT, DESIGN, MANUFACTURE OR PRODUCTION OF MISSILES, NUCLEAR, CHEMICAL OR BIOLOGICAL WEAPONS.

**LIMITATION OF LIABILITY** TO THE MAXIMUM EXTENT PERMITTED BY LAW, WITH RESPECT TO ANY ERBESSD-INSTRUMENTS GOODS, PARTS OR SERVICES PURCHASED UNDER THIS AGREEMENT, OR, EI SOFTWARE AND SERVICES LICENSED UNDER THIS AGREEMENT, AND ALLEGED TO BE THE DIRECT OR INDIRECT CAUSE OF ANY DIRECT OR INDIRECT LOSS OR DAMAGE TO THE BUYER OR ITS CUSTOMERS, THE SUM EQUAL TO THE INVOICED PRICE OF SUCH GOODS, PARTS OR SERVICES OR LICENSE LESS RESTOCKING FEE AS DESCRIBED HEREIN IF THE GOODS ARE RETURNED SHALL BE THE CEILING LIMIT ON ERBESSD-INSTRUMENTS OR ANY OF ITS AFFILIATES' LIABILITY WHETHER FOUNDED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT TORT LIABILITY OR BREACH OF WARRANTY), ARISING OUT OF OR RESULTING FROM (A) THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, OR (B) THE DESIGN, MANUFACTURE, DELIVERY, SALE, LICENSE, REPAIR, REPLACEMENT, OR ANY USE OF SUCH GOODS OR EI SOFTWARE OR (C) THE FURNISHING OF ANY SUCH SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ERBESSD-INSTRUMENTS OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY TO ANY PERSON FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL INDIRECT, PUNITIVE DAMAGES OR SIMILAR DAMAGES, INCLUDING LOST PROFITS, EVEN IF ERBESSD-INSTRUMENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**CONFIDENTIALITY** Buyer acknowledges that, under this Agreement, it will receive information not generally known to the public about the way in which ERBESSD-INSTRUMENTS develops, designs, produces or sells its products, including the Goods, or about the way which ERBESSD-INSTRUMENTS conducts its business including, but not limited to, information related to ERBESSD-INSTRUMENTS Goods, Goods needs and specifications, and ERBESSD-INSTRUMENTS markets, customers and sales ("ERBESSD-INSTRUMENTS Confidential Information"). Buyer also acknowledges that the terms of specific Orders under this Agreement are ERBESSD-INSTRUMENTS Confidential Information such care as Buyer uses in maintaining the confidentiality of its own secret information, but no less than a reasonable degree of care. Buyer will use ERBESSD-INSTRUMENTS Confidential Information only to the extent necessary to perform its obligations under this Agreement. Buyer agrees not to analyze the composition or structure of the Goods or any other materials delivered by ERBESSD-INSTRUMENTS to Buyer, except with ERBESSD-INSTRUMENTS prior written consent.

ERBESSD-INSTRUMENTS retains all its existing Intellectual Property rights (including but not limited to patents, trade secrets, know-how, trademark and copyrights) in the Goods and EI Software (and any EI Software updates). Nothing in the Order shall be construed as Buyer granting Supplier a license in or any right to use any Intellectual Property rights owned or controlled by Buyer other than as expressly contained in the Terms.

ERBESSD-INSTRUMENTS may at its sole discretion choose to utilize data shared or collected for case study, and promotional purposes. Buyer acknowledges ERBESSD-INSTRUMENTS may at its discretion promote engagement with the Buyer at ERBESSD-INSTRUMENTS sole discretion.

All Orders for purchase of Goods and/or Services from ERBESSD-INSTRUMENTS will be considered New York State USA contracts and shall be interpreted for all purposes under the laws of the State of New York, without regard to: (i) New York's principles of conflicts of law; (ii) the 1980 United Nations Convention on Contracts of the International Sale of Goods; and (iii) other international laws. The parties agree to submit exclusively to the jurisdiction of both the state and federal courts of New York.