TERMS & CONDITIONS & SHIPPING POLICY SUMMARY

FOR US AND INTERNATIONAL PURCHASES

DELIVERY TIMES (ONLINE OR OFFLINE PURCHASES)

Payment: 1 business day
Shipping process: 1-2 business days
Transit time: 1-2 business days for National delivery, 4-8 business days for International delivery

CONSIDERATIONS

- Seller ships (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 and checked before shipping.
- The shipping cost DOESN'T 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.

SHIPPING TIMES

SBS SOFT BEARING SUSPENSIONS (SBS SERIES)
Seller ships within 6-12 weeks after receiving cleared payment.

BALANCING MACHINES (EI SERIES)
Seller ships within 6-12 weeks after receiving cleared payment.

DIGIVIBE & ACCESSORIES
Seller ships within 1-10 days after receiving cleared payment.

PHANTOM & WISER
Ask for quote.

RETURN POLICY

- After receiving the item, it must be returned within the next 10 days, with all original accessories and packaging, 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 exception.
- Refund will be given as money back or item exchange (buyer’s choice) less restocking fee of 10% & shipping cost.
- The refund policy DOESN'T include banking and exchange commissions.

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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 OR SUCH AFFILIATES.

Service Warranty For Repairs After the Warranty Period: Within thirty (30) days of receiving written notification of a warranty claim from Buyer, ERBESSD-INSTRUMENTS or its authorized service center will either (i) repair the Goods to Buyer's reasonable satisfaction; (ii) replace the Goods; or (iii) refund the purchase price of the Goods. Goods to be repaired or replaced shall be shipped freight prepaid to and from 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. Redeployment 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 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 an EXCLUSIVE WARRANTIES & REMEDIES: INSTRUMENTS representative or any third-party-manufactured good sold by ERBESSD-INSTRUMENTS which is the exclusive warranty applicable to such component sold in connection with the ERBESSD-INSTRUMENTS Goods purchased hereunder. A third-party-manufactured good's warranty will be furnished to Buyer upon request and is only available from such third-party manufacturer and is incorporated herein by reference and is Buyer's warranty of such third-party-manufactured goods.

ERBESSD INSTRUMENTS retains all its exclusive 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). Buyer agrees not to use, reproduce, modify, display, distribute, sublicense, sell, rent, lease, loan, transfer or otherwise transfer or use any of the software, hardware or services, or any part thereof, in any manner inconsistent with the terms of the above License Agreement. The software and/or services are licensed, not sold to Buyer, and Buyer may not copy, duplicate, reproduce, resell, reship, modify, adapt, disassemble, reverse-engineer, decompile or otherwise use any of the software, hardware or services, in any manner inconsistent with the terms of the above License Agreement.

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Subject to the terms and conditions of this License, Buyer is granted a limited non-exclusive license to install and use the EI Software on one of its computers, however Buyer shall not (a) reverse compile, reverse engineer, decompile, or otherwise attempt to discover the source code of, or to modify, alter, or create derivative works of, the EI Software or any software supplied by the EI Software or any part thereof including all third-party software, to any other 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 copy, distribute, or release copies of the EI Software, or any software included in or resulting from this software, to any other party, including customers, employees, contractors, or agents; or (iii) the transfer is not for resale purposes.

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 IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY), UNDER THE CIRCUMSTANCES OUT OF OR RESULTING FROM THE AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, OR THE DESIGN, MANUFACTURE, DELIVERY, SALE, LEASE, REPAIR, REPAIRMENT, 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, BUT NOT LIMITED TO, LOSS OF 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 ITS ESSENTIAL PURPOSE.

CONFIDENTIALITY Buyer acknowledges that, under this Agreement, we 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 in which ERBESSD-INSTRUMENTS conducts its business including, but not limited to, information related to ERBESSD-INSTRUMENTS Goods, Goods needs and specifications, and ERBESSD-INSTRUMENTS customers, markets and sales information. Buyer agrees that it shall protect, defend, indemnify and hold ERBESSD-INSTRUMENTS, its employees and agents and each of them, harmless from and against any claim, demand, action, suit, liability, loss or expense (including, without limitation, reasonable attorney fees) related to or arising out of the manufacture, use, distribution, handling, sale, advertisement, display of, or the ownership of any Confidential Information.

For the purposes of this Agreement, Buyer agrees that it shall not disclose any Confidential Information to any third party except for People of Buyer’s Corporation who need to know Confidential Information in order to perform Buyer’s obligations hereunder and who are bound by a written agreement of confidentiality.

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All Orders for purchase of Goods and/or services from ERBESSD-INSTRUMENTS (the “Licensor”) shall be interpreted for all purposes under the laws of New York State, New York, without regard to (a) New York’s principles of conflicts of law, and (b) the 1980 Uniform Computer Information Transaction Act, or any similar laws in the states of New York or Texas. The parties agree to submit exclusively to the jurisdiction of both the state and federal courts of New York.