

Terms and Conditions

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USED EQUIPMENT TERMS

Used equipment originally manufactured by Technical Devices company and purchased from Technical Devices Company has been inspected and certified by Technical Devices Company and is warranted as such.

Any used equipment originally made or sold by Technical Devices Company (TDC) but purchased through a third party source such as a used equipment dealer or an auction has **NOT** been inspected and certified by TDC.

TDC assumes no liability for equipment sold on the secondary market that TDC has not inspected and certified. TDC assumes no liability for any parts used on its equipment that has not been purchased through TDC. TDC assumes no liability for service or repairs made to TDC equipment performed by anyone other than a Technical Devices Service Technician. TDC assumes no liability for used equipment that has not been maintained and certified according to maintenance guidelines set forth in the owner's manual. The use of non-factory approved parts or any service / repairs performed by anyone other than a Technical Devices Service Technician voids all warranties and absolves TDC of any liability.

Any equipment that is moved from its original site of installation needs to be inspected again for proper ventilation, utility connections, and any damage done in the moving of the equipment. TDC is not liable for any equipment that has been moved and not re-certified as safe to operate by a Technical Devices Service Technician.

If you have purchased a Technical Devices Company piece of equipment on the secondary market, it is imperative that you contact TDC today to arrange for a safety inspection and certification of your equipment prior to the operation of the equipment. You may contact the Technical Devices Service Center at 310-618-8437 or service@technicaldev.com to arrange a service call for the inspection and certification of your machine.

SALE TERMS and WARRANTY INFORMATION

Terms of sale and Warranty information are provided with all sales quotes. Terms are subject to change without notice. Terms of sale are valid for 30 days from the date of issue on the sale quotation.

You may request a current copy of the terms of sale or information about warranty coverage on a particular model of equipment via email to sales@technicaldev.com.

Confidentiality

You agree not to disclose information you obtain from us and or from our clients, advertisers, suppliers and forum members. All information submitted to by an end-user customer pursuant to a Program is proprietary information of TechnicalDev.com. Such customer information is confidential and may not be disclosed. Publisher agrees not to reproduce, disseminate, sell, distribute or commercially exploit any such proprietary information in any manner.

NON-ASSIGNMENT OF RIGHTS

Your rights of whatever nature cannot be assigned nor transferred to anybody, and any such attempt may result in termination of this Agreement, without liability to us. However, we may assign this Agreement to any person at any time without notice.

NON-Waiver

Failure of the TechnicalDev.com to insist upon strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any rights or remedy that the we may have, nor shall it be construed as a waiver of any subsequent breach of the terms, conditions or covenants hereof, which terms, conditions and covenants shall continue to be in full force and effect. No waiver by either party of any breach of any provision hereof shall be deemed a waiver of any subsequent or prior breach of the same or any other provision.

Severability of Terms

In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms and Conditions shall remain valid and enforceable according to its terms.

Entire Agreement

This Agreement shall be governed by and construed in accordance with the substantive laws of California, without any reference to conflict-of-laws principles. The Agreement describes and encompasses the entire agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the contents and materials provided by or through the Site, and the subject matter of this Agreement.

GOVERNING LAW

Any dispute, controversy or difference which may arise between the parties out of, in relation to or in connection with this Agreement is hereby irrevocably submitted to the exclusive jurisdiction of the courts of Los Angeles County, California, to the exclusion of any other courts without giving effect to its conflict of laws provisions or your actual state or country of residence.

Posted 11/27/2012