

East Coast Machinery Movers LLC

Terms and Conditions of Service

Effective Date: January 2026

These Terms and Conditions ("Terms") govern all services provided by East Coast Machinery Movers LLC ("ECMM," "we," "us," or "our"). By requesting services, authorizing work, or allowing ECMM to perform services, the customer ("Client") agrees to be bound by these Terms.

Services

ECMM provides industrial machinery moving, rigging, loading, unloading, transportation coordination, and equipment placement services. Unless expressly agreed to in writing, ECMM does not provide electrical disconnection or reconnection, mechanical disassembly or reassembly, precision leveling or alignment, anchoring or grouting, utility, plumbing, compressed air connections, engineering or structural analysis, environmental remediation, or hazardous material handling. ECMM does not commission, certify, or warrant equipment for operation.

Client Information & Site Responsibility

The Client is responsible for providing accurate information regarding machine quantity, dimensions, configuration, contents, center of gravity, and estimated weight. ECMM relies on this information when determining labor, equipment, and pricing. The Client is solely responsible for ensuring adequate access, sufficient clearances, structural support, floor and slab capacity, and required permits and approvals. If site conditions or machine characteristics differ from those represented, ECMM reserves the right to modify methods, equipment, manpower, pricing, or suspend work if necessary for safety.

Rigging Methods & Professional Judgment

All rigging methods, lift points, load paths, and handling techniques are selected by ECMM based on professional judgment, experience, and observable conditions at the time of service. These determinations do not constitute engineering services or structural analysis.

Floors, Slabs, Pavement & Subsurface Conditions

ECMM does not inspect, verify, or warrant the load-bearing capacity or structural condition of floors, slabs, foundations, pavement, asphalt, soil, or subsurface conditions. ECMM shall not be responsible for cracking, settlement, spalling, deflection, or damage to floors, slabs, foundations, pavement, asphalt, or subsurface conditions caused by forklifts, cranes, rigging equipment, machinery skates, point loading, or weight distribution, whether foreseeable or not. The Client assumes all responsibility for verifying floor capacity and subsurface suitability.

Underground & Hidden Conditions

ECMM is not responsible for damage to concealed or underground utilities or infrastructure, including electrical conduits, plumbing, drainage, piping, voids, or radiant heating systems, unless disclosed in writing and expressly addressed prior to work.

Equipment Condition

ECMM does not inspect or test machinery before or after moving. Equipment may contain pre-existing wear, cosmetic damage, oil or fluid leaks, electrical issues, fatigue, or internal defects. ECMM is not responsible for pre-existing damage, latent defects, internal failures, or conditions unrelated to the physical act of moving equipment.

Risk of Damage & Limitation of Liability

Machinery moving involves inherent risks. Minor cosmetic damage such as scratches, scuffs, chipped paint, or surface marks may occur despite reasonable care and does not constitute negligence. ECMM's liability, if any, is limited solely to direct physical damage to equipment caused exclusively by ECMM's gross negligence. ECMM shall not be liable for loss of use, loss of production, lost profits, business interruption, delay damages, or any indirect or consequential damages.

Transportation by Third Parties

When transportation is performed by third-party carriers, ECMM is not acting as a motor carrier. Transit liability is governed by the carrier's bill of lading and insurance. Claims related to transportation must be pursued directly with the carrier.

Safety & Work Interruption

ECMM reserves the right to stop work immediately if conditions are unsafe, materially different from those represented, or beyond the reasonable scope of the agreed services.

Site Preparation & Protection

The Client is responsible for site preparation, including floor protection, pathway protection, obstacle removal, and environmental conditions. ECMM is not responsible for damage arising from inadequate preparation.

Environmental & Hazardous Materials

ECMM does not perform hazardous material handling or environmental remediation. The Client assumes all responsibility for the presence, discovery, release, or cleanup of oil, coolant, chemicals, or hazardous materials before, during, or after services.

Job Scheduling, Cancellation & Rescheduling

Once a job is scheduled or booked, it is considered reserved for the Client. Jobs may be rescheduled without penalty, subject to availability, provided notice is given at least forty-eight (48) hours prior to the scheduled start time. Cancellations made less than forty-eight (48) hours prior to the scheduled start time may result in charges including labor already scheduled, equipment or forklift rentals, trucking or crane commitments, travel and lodging expenses, mobilization, or standby costs. Deposits, if collected, may be applied toward cancellation charges.

Changes, Delays & Additional Charges

Changes to services, delays caused by the Client or third parties, or unforeseen site conditions may result in additional charges billed at ECMM's prevailing standard rates.

Payment Terms

Unless otherwise agreed in writing, payment is due upon completion of services. Late payments may incur interest and collection costs, including attorney fees.

Force Majeure

ECMM is not liable for delays or failure to perform due to events beyond its reasonable control, including acts of God, weather, labor disputes, equipment failure, governmental actions, or emergencies.

Indemnification

The Client agrees to indemnify, defend, and hold harmless ECMM from any claims, damages, losses, liabilities, or expenses arising from inaccurate information, unsafe or undisclosed site conditions, floor or structural failures, hidden defects, undocumented modifications, or actions of the Client or third parties.

Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Florida.

Acceptance of Terms

Authorization of services, whether written, verbal, or electronic, constitutes acceptance of these Terms and Conditions in full.