VERSOS

VERSOS ENCORPADOS LDA

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Web: yourvendingmachine.com

MMC GRUPO
Trade name

GENERAL TERMS AND CONDITIONS OF SALE

B2B sales of vending machines and related equipment

1. SCOPE AND CONTRACTUAL DOCUMENTS

These general terms and conditions of sale (GTC) govern sales made by VERSOS ENCORPADOS LDA (the Seller), trading as MMC GRUPO, to professional clients (the Client). They supplement the purchase order, the accepted quotation, and any specific conditions agreed upon in writing. In the event of any conflict, the specific conditions expressly accepted by both parties shall prevail.

2. ORDERS, SPECIFICATIONS, AND MODIFICATIONS The order

becomes binding upon written acceptance by the Seller. The model, options, capacity, power, dimensions, accessories, and included services are those described in the contractual documents. Any subsequent modification requires written agreement and may affect the price and delivery time. Commercial photographs are for illustrative purposes only, unless otherwise specified in the contract.

3. PRICE, TAXES AND PAYMENT

Prices are exclusive of tax unless otherwise stated. Applicable taxes, payment deadlines, and terms are detailed on the order form. Any late payment may result in legally applicable interest and, where permitted by law, the suspension of services or deliveries after notification.

4. DELIVERY, TRANSPORT AND RECEIPT

Unless otherwise agreed in writing, transport, unloading, and handling costs are the responsibility of the Client. The location, delivery times, transfer of risk, and acceptance procedures are specified on the order form. The Client must promptly report any visible damage or non-conformities in writing and retain all relevant evidence, without prejudice to their legal rights.

5. LOCATION AND WEATHER PROTECTION

The Customer must prepare a flat, stable, level surface suitable for the weight of the loaded machine. Where necessary, they must ensure a suitable base and permanent protection against direct sunlight, rain, snow, hail, humidity, and extreme temperatures. Ventilation areas and maintenance access points must remain unobstructed.

6. POWER SUPPLY AND SAFETY

Unless otherwise specified in writing for the model, the required power supply is 230 V (±10%) - 50 Hz, on a suitable, protected, and earthed circuit in accordance with local regulations. The customer must have their installation checked by a qualified professional. Improvised connections, extension cords, and unsuitable power strips are prohibited. Damage caused by an improper power supply may be excluded from the contractual warranty to the extent permitted by law.

7. MANDATORY INSTALLATION, COMMISSIONING AND CONNECTIONS

Transport and delivery costs are the responsibility of the Customer, unless otherwise agreed in writing. However, the technical installation, final connection, adjustments, testing, and initial commissioning are carried out exclusively by MMC GRUPO or by a technician expressly authorized in writing by the Seller. The Customer must not connect, start, program, test, or operate the machine before this intervention and its validation by a commissioning report. The Customer is responsible for preparing the site, ensuring a compliant power supply, and a stable internet connection, including a working RJ45 Ethernet port connected to their network, as well as the necessary subscriptions. A Wi-Fi/GPRS modem may be used as a backup if compatible, without guaranteeing network continuity. Any unauthorized commissioning may void the contractual warranty for resulting malfunctions and damage, without prejudice to mandatory legal warranties. Diagnostic, travel, and compliance costs attributable to this intervention may be charged to the Customer.

8. USE, HYGIENE AND MAINTENANCE

After successful commissioning, the Client must comply with all instructions, warnings, temperature ranges, permissible loads, and operating guidelines. They must ensure cleaning with appropriate products, maintain food hygiene if necessary, prevent pests, and ensure proper air circulation. High-pressure water jets and abrasive products are prohibited without the manufacturer's written authorization. The Client must train their users and comply with all applicable health and safety regulations.

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9. PROHIBITED INTERVENTIONS AND MODIFICATIONS

The Customer must not modify or dismantle any electrical, electronic, or refrigeration components, screens, coin mechanisms, payment systems, security features, or software without written authorization. Technical interventions are reserved for MMC GRUPO, the manufacturer, or an authorized service provider. Damages resulting from unauthorized intervention may be excluded from the contractual warranty, within the limits of applicable law.

10. CONTRACTUAL WARRANTY AND EXCLUSIONS

Unless otherwise specified in the purchase order, the agreed commercial warranty is valid for twelve (12) months from the date of delivery and covers manufacturing defects under normal operating conditions. The terms and conditions for parts, labor, travel, and transportation are those specified in the purchase order or warranty appendix. The following may be excluded if they are the cause of the damage: unauthorized installation or commissioning, faulty power supply, lack of maintenance, vandalism, pests, abnormal use, unprotected exposure to harsh weather conditions, or unauthorized repairs. These exclusions do not affect the Customer's mandatory legal rights.

11. INCIDENT REPORTING AND AFTER-SALES SERVICE

In the event of a malfunction that poses a risk, the Customer must stop the machine, retain all relevant diagnostic information, and promptly contact the Seller's technical support. The Customer must provide the serial number, photographs, a description of the defect, and the circumstances under which it occurred. No dangerous repairs or unauthorized manipulations should be attempted. Services not covered by the warranty will be subject to a quote or invoice, according to the agreed terms.

12. LIABILITY AND BUSINESS INTERRUPTION To the extent

permitted by applicable law, the Seller shall not be liable for indirect damages, lost revenue, lost profits, or business interruptions that are not legally attributable to the Seller. No clause limits liability in cases where such limitation is prohibited by law.

13. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Trademarks, designs, software, diagrams, documents, and technical specifications remain the property of their respective owners. The Client may not reproduce, distribute, or exploit them beyond the contractually authorized use. Any specific penalty must be the subject of a precise and proportionate written agreement.

14. PERSONAL DATA

The parties comply with the GDPR and applicable national regulations. If the services involve the processing of personal data on behalf of the Client, a specific agreement will be concluded where necessary, specifying the respective roles and obligations.

15. APPLICABLE LAW AND DISPUTES

Subject to applicable mandatory rules, this contract is governed by Portuguese law. The parties will first seek an amicable solution in writing. Any choice of jurisdiction will only be effective if expressly agreed upon and legally valid; otherwise, the legally competent courts will have jurisdiction.

16. ACCEPTANCE AND SIGNATURE

The Customer acknowledges having received, read, and accepted these General Terms and Conditions of Sale, as well as the technical and warranty appendices. The initial commissioning will be documented in a separate report, signed by both parties, indicating the date, model, serial number, checks performed, and any reservations. Each party will retain a copy of the signed documents.

Order reference: _____

Place : _____ Date : _____

FOR VERSOS ENCORPADOS LDA	FOR THE CUSTOMER
Name / function: Signature / stamp:	Name / function: The phrase "Read and approved" has been added: Signature / stamp: