

TERMS AND CONDITIONS OF SALE

Deposits

Client agrees that acceptance of quote and official order, payment of quote and or official confirmation in writing or Purchase order. On acceptance of such, regardless of the clients circumstances agrees that they are in full knowledge and understanding of this and the consequences that follow. Vendsmart acknowledges that on payment of such that the client is compos mentis (of sound mind, memory and clear understanding)

Therefore whilst the rebuild is underway, deposits paid to vendsmart are utilized and allocated to the clients machine for parts and labor costs. For such reason we refuse to refund to the client their deposit and we therefore deem the sale as active and in place up until delivery of the machine to the client is confirmed and received. The client at his/her own discretion has the option to re-sell his/her machine if needs be to a 3rd party. If fully paid up to Vendsmart, however Vendsmart will refuse responsibility for the clients indecisive and emotional decisions

Vendsmarts re-furbishes used vending machinery and applies a warranty for mechanical parts. Voet- stoets clause will be taken into effect on every sale and within reason based on our mechanical warranty will honor this agreement

All goods remain the property of Vendsmart (herein referred to as VS) until paid for in full.

Cancellations of orders and refunds

Subjected to approval by Vendsmart, Any cancellations of paid deposits or orders will be at the sole discretion of Vendsmart as to how and if we choose to refund. Vendsmart will at their own discretion and as per consumer law, Vendsmart will be entitled to repair or replace if any defaults are found to be accurate and true by Vendsmart and our technicians. 7 days after acceptance of the vending machine or our services rendered, The sale would be deemed to have been concluded and finalized. No claim against Vendsmart for refunds will be accepted or tolerated.

Outstanding Payments

A rate of prime plus 18% per annum will be charged on all monies outstanding and payable to VS. All goods remain the sole property of Vendsmart until fully paid for.

Delivery Period

Machines will only be delivered and installed twenty and thirty working days after full payment has been receipted and/or placement location confirmed.

Please note: Our brand new wall mount touch screen machines take longer than normal, due to customization, graphics and setup (approx. 6 weeks customs clearing dependant)

Vending Machine Branding

A minimum lead time of 7 working days from job card sign-off is required for all machine wraps and branding.

PAYMENT SYSTEMS

Refurbished Note Readers and Coin Mechanisms

- Software upgrades include cleaning and servicing of the unit. Ex. Parts
- Upgrades exclude service of device and call out fees.
- Any software upgrade carries a 7 day warranty.
- The acceptance rate on both devices is guaranteed at 90%.
- Note and coin acceptance may vary as the SA Reserve Bank releases new batches.

- Courier charges will apply for all DIY services, if necessary.
- Note readers may not accept some notes due to note wear and tear.
- Service exchange and upgraded units are provided dependant on the make and model of unit being exchanged.
- The upgrade prices are based on fully operational units which are subject to testing.

Cashless Devices Rentals

Warranty on all cashless payment devices including Credit Card, Debit Card, QR Code etc. are as per manufacture. 12/24 months. The purchaser will be obliged to adhere to the wishes of VS and or any other service provider appointed by VS, to avail themselves of to usage of the cashless device including all remote communication, back office management systems, transactions switching etc. Please note: not all features of the cashless payment systems are available in South Africa, unless a local bank is able to support the transactions

WARRANTY – SNACK AND DRINK MACHINES

New Machines/Rentals/Demo Models

Each new machine carries a 1 year warranty on all mechanical working parts, 1 year on the refrigeration unit (if applicable) and vend motors. All new machines have a 1 year vend motor warranty. Outside the borders of South Africa technical support is via video call access or online chat.

Refurbished/Used Machines

Each refurbished/used machine carries a 6 month warranty on all mechanical working parts, and 6 months on the refrigeration unit (if applicable), All refurbished/used machines have a 6 month vend motor warranty.

WARRANTY – TECHNICAL: MACHINES AND SERVICES

- Extras / Customization from standard set up on any machines are quoted for and charged for separately.
- Please note: technical services are exclusive to machines bought from us. We do not service or repair third party vending machines.
- All technical spares and components supplied by VS come with a warranty for a period of 30 days.
- Technical warranty excludes any damage resulting from vandalism, power surges (load shedding), negligence, incompetence or exposure to adverse weather conditions.
- Technical call outs are attended to within 72 hours of being paid

The above warranty is applicable unless otherwise stipulated in writing on official quotation. All warranties only apply to machines sold and installed within the Republic of South Africa.

The warranty is granted to the first owner. The warranty can not be transferred to a new owner. All modifications made and repairs done to machines by unauthorized personnel will render the warranty conditions null and void. All claims for warranty will be rendered null and void in the following situations:

- That any periodical maintenance required has not been performed by an authorized VS-approved technician
- Faulty installation or assembly of the product
- Improper use of the product

- The failure is caused by lack of care by the owner or user
- In the case of external calamity
- In the case of neglect of the instructions concerning use
- The warranty period has expired

Defects or damage caused by:

- Misuse of or damage to the equipment.
- Abnormal use.
- Abnormal conditions.
- Unauthorized modifications.
- Unauthorized repair.
- Neglect
- Abuse
- Acts of God
- Use of consumable products not suited to the machine or the ambient conditions.

EQUIPMENT RENT TO OWN

- Our rentals are for a fixed term of 6 months
- All rentals are done with 0% escalation
- All rentals must have insurance from the operator
- All rental prices include maintenance, part replacement and labour costs, excluding costs arising out of malicious or negligent use
- All rental applications are subject to a standard credit check and approval
- Only a limited amount of machines are available for rental.
- Rental application does not automatically qualify for a rental of a machine.
- We reserve the right to decline any rental at our discretion.
- Please note that a rental application can take up to 7 to 10 working days to process and are subject to stock availability.
- Please refer to our rental application

MACHINE MOVEMENTS

Please note that whilst every possible care will be taken to ensure a successful movement, Vendsmart does not accept any responsibility for the above mentioned machines. Whilst in our possession Vendsmart does not accept any responsibility for damages of any nature occurring on the site/s during the moving process. The onus is on the owner of the machine/s to ensure that all products (stock, coin validators, etc.) are removed prior to the move as well as to inform the site of the imminent movement. Insurance for the machine/s is the client's responsibility.

- Machine Moves, will ONLY be scheduled upon receipt of payment
- Machine Moves are defined as follows: Collection of a single Vending Machine from Location A to Location B with flat surfaces. (e.g. Point to Point)
- We do not move machines up stairs
- Machine Moves are charged per machine per move, idle time, removing of doors, no access to locations, keys etc. are charged for separately and may be added on to the original quotation.

INSTALLATION AND MOVING OF MACHINES

All movements will be charged at rates as prescribed by the VS technical department.

Please note that VS does not provide insurance during the period your machine is being relocated/moved and is therefore not liable for any unforeseen damage that may occur.

Please note that whilst every possible care will be taken to ensure a successful movement, Vendsmart does not accept any responsibility for the machines, during the movement of the machines or whilst in our possession nor does Vendsmart accept any responsibility for damages of any nature occurring to the sites during the moving process.

The onus lays with the owner of the machine/s to ensure that all products (stock, etc.) are removed prior to the machine being moved. Note readers and coin mechanism must be secured and notes and coins must be removed prior to the machine being moved. Insurance for the machine/s is the client's responsibility.

CALL-OUTS

Please note that the call-outs will be billable in cases where equipment is willfully or negligently damaged OR in the event that the fault reported is false and the technical team finds the unit working 100%. call outs are not billed for faulty equipment whilst under warranty.

LOCATION SERVICES

Should you make use of our location services and your location does not prove to be viable within a six month period from date of installation we will gladly provide one additional location at no extra cost. Please be advised that the cost of the physical move of the machine would have to be paid for. Whilst we endeavor to provide you the best possible locations for your business, we cannot in any way guarantee the success of the location. Nor do we in any way whatsoever warrant the income to be generated by the vending machine on any locations provided by ourselves. Your individual commitment to running your business is paramount to the success.

VENDING MACHINE OWNERSHIP – YOUR ROLE AND RESPONSIBILITIES

Vending machines are very profitable it is for this reason that your individual input is required. It should be noted that we do not have any restrictions on where you operate the machines, but it does make practical business sense to have machines sited within easy travelling distance. Owners of machines must be actively involved and present for the first 6 months of operation. The owner of the machine must also be physically present during all technical call-outs during the first 90 days of operation. If a manager or staff member is hired, it is still the ultimate responsibility of the owner to replenish and familiar themselves with the technical functioning of the machine.

UNCLAIMED GOODS / STORAGE

Machines or goods not paid for in full or delayed delivery times by client when ready for delivery within 30 days of notification, will be charged a monthly relevant storage fee. Failing to collect such machines or goods within a period of 45 days from notification, will result in the goods being sold to defray expenses.

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