

Terms of Sale

1. General Provisions

1.1. These Terms of Sale (hereinafter, the “Terms”) govern all proposals, quotations, order confirmations, product supplies and service provisions made by Mário & Dominguez, Lda., hereinafter referred to as “MARAN”, to any customer, unless otherwise agreed in writing and signed by a duly authorized representative of MARAN.

1.2. The issuance of an order, the acceptance of a quotation, the signing of a contract, or the receipt of products/services without written objection constitutes full and unconditional acceptance of these Terms by the customer.

1.3. These Terms prevail over any general purchasing conditions as well as any other terms or clauses contained in the Customer’s orders, proposals, documents, or communications, unless MARAN has expressly agreed in writing to their waiver or amendment.

1.4. In the event of any discrepancy between these Terms and any particular conditions set out in proposals, quotations, specific contracts, or order confirmations issued by MARAN, the particular conditions shall prevail, but only insofar as they expressly contradict this document.

1.5. The possible nullity, invalidity, or ineffectiveness of any provision of these Terms shall not affect the validity of the remaining provisions, which shall remain fully in force.

2. Order Specification

2.1. Orders must be sent to encomendas@maran.pt, specifying the item in accordance with the price list, proposal or quotation issued by MARAN.

2.2. In the case of specially manufactured, customized or bespoke products or services, the customer must provide, at the time of ordering, all drawings, specifications, technical, functional, dimensional, regulatory or other requirements necessary for the correct definition of the desired product or service.

2.3. The manufacture of special parts, items or solutions will only commence following the customer’s express acceptance of the relevant drawings, specifications or technical details. MARAN accepts no liability for errors of reading, interpretation or other reasons beyond its control.

2.4. Unless expressly stated otherwise by the customer, products developed or manufactured by MARAN are based on the standards, technical practices and best practices applicable within the European Union, in particular within Portugal. Should the product be intended for sale, installation or use in a different market, or be subject to specific legal, technical, standard, regulatory or commercial requirements, the customer must expressly state this at the time of requesting a quotation or placing an order, indicating the applicable requirements and providing the necessary documentation.

2.5. For all orders, the raw material to be used must be specified. In the absence of such an indication, MARAN will apply the raw material it considers technically most suitable for the product’s intended use, in accordance with its experience, current practice and available information.

3. Delivery Deadlines

The delivery deadline will be confirmed at the time the order is accepted by MARAN and will be indicated in the respective confirmation sent by email. In the event of a delay attributable to MARAN, it reserves the right to fulfil the supply within an additional period of up to two (2) business days, and no cancellation of the order, claim for damages, or compensation shall apply on any grounds.

4. Warranty

The warranty for products supplied by MARAN is 12 (twelve) months, counted from the delivery date of the goods when delivered by MARAN, or from the invoice date in all other cases. The goods must be inspected at the time of loading or delivery, as applicable, by the transport responsible party or the customer's representative. Claims for apparent manufacturing defects will only be accepted if submitted in writing within five (5) Business days after delivery of the goods. The warranty does not cover damage resulting from transportation, installation, improper handling, or use not in accordance with technical specifications.

5. Transport

5.1. The shipping terms applicable to each order are set out in the relevant Order Confirmation issued by MARAN, specifically in the "Incoterm" field indicated in the document header.

5.2. Unless otherwise stated in the Order Confirmation, the customer is responsible for engaging a carrier or for using their own means to transport the goods, assuming full responsibility for the associated risks, costs and liabilities, including the purchase of transport insurance.

5.3. Where transport is carried out by MARAN or, at the customer's request, by a carrier contracted by MARAN, this condition must be stated in the relevant Order Confirmation. In such cases, insurance for the goods shall be included in the agreed price, with MARAN's liability being limited until delivery of the goods to the agreed address.

6. Prices

The prices published are for sale to the public and do not include VAT. They may be modified by MARAN without prior notice, unless otherwise stipulated in writing.

7. Payment terms

MARAN reserves the right to request up to 30% of the order value at the time of confirmation and the remaining 70% ex-factory, without the right to an additional financial discount. Payment within 2 (two) working days of the invoice date: 2.00% additional financial discount. Other payment terms: only by prior written agreement.

8. Suspension of supplies

Failure to comply with the Conditions stipulated herein, especially those relating to payment, may result in the immediate suspension of credit supplies by MARAN.

9. Limitation of liability

MARAN shall not be liable for indirect damages, loss of profits, loss of opportunity or any other damages that do not result directly from the delivery of the goods, except for proven intent or serious fault. MARAN's liability, including for breach of contract, shall be limited to the value of the order in question, and there shall be no obligation to compensate for additional losses not expressly provided for. Losses arising from acts of God or force majeure are not covered by MARAN's liability.

10. Jurisdiction and applicable law

For any disputes arising from the contractual relationship, the courts of the District of Oporto shall have exclusive jurisdiction, and the parties shall be governed by Portuguese law.