

TERMS & CONDITIONS

1. Commercial Policy

Shopping Portugal - SHPS, Unipessoal Lda offers on the website <https://azora.store> the logistics and other services that are available exclusively to their Clients.

Shopping Portugal - SHPS, Unipessoal Lda shall mean a company registered in Portugal, VAT number PT513172513. Registered office and business address is at Rua Jorge de Sena 99 DT, 2765-488 São João do Estoril, Portugal.

Parcel and/or cargo shall mean goods transported within the framework of transportation, using an electronic information system for transportation organizing and tracking for the purpose of delivery of such goods to the consignee, in accordance with the individual waybill, within the minimum possible and/or fixed expected timeframe.

The Consignor shall mean legal and physical entity who handed over the cargo to Shopping Portugal - SHPS, Unipessoal Lda for shipping.

The Consignee shall mean a consignee specified in writing on the individual waybill of Shopping Portugal - SHPS, Unipessoal Lda.

The Client shall mean a consignor or a consignee, a bearer of an individual waybill of Shopping Portugal - SHPS, Unipessoal Lda, an owner of the contents of cargo, or any other person who holds the rights in respect of said cargo.

Prohibited items shall mean things or materials not accepted for shipment by law in or through any countries territory where the cargo is shipped.

2. Shipping Contract

2.1. These terms and conditions represent a public offer and constitute the Shipping Contract of parcels and/or cargo between the Client and Shopping Portugal - SHPS, Unipessoal Lda.

2.2. Placement of the application for delivery of parcel and/or cargo by the client shall mean conclusion of the Shipping Contract between the Client and Shopping Portugal - SHPS, Unipessoal Lda, as well as consent of the Client with these terms and conditions of shipment and customs duties.

2.3. The Clients agree that Shopping Portugal - SHPS, Unipessoal Lda is entitled to enter into contractual relations with third parties under any acceptable conditions, for the purpose of performance of this contract or part thereof, or rendering other services, including customs clearance services.

3. Acceptance Of Terms Of Shipment And Customs

3.1. The Clients shall accept the terms of this Contract, if they hand over parcel and/or cargo to Shopping Portugal - SHPS, Unipessoal Lda on their behalf or on behalf of another person who has the right to parcel and/or cargo, independent of the fact whether the Clients signed the individual waybill of Shopping Portugal - SHPS, Unipessoal Lda or not.

3.2. These terms and conditions of shipment apply to all persons involved or entered into a contract by Shopping Portugal - SHPS, Unipessoal Lda to receive, send, transport and deliver parcels and/or cargo, customs escort, and can be applied by said persons, customs representatives, employees, directors and agents.

3.3. Any additional instructions of the Client regarding the shipped parcel and/or cargo not included in this Contract shall be effective only in the case of signing a supplementary contract between Shopping Portugal - SHPS, Unipessoal Lda and the Client.

4. Dangerous Cargo

4.1. Hazardous Cargo

4.1.1. Shopping Portugal - SHPS, Unipessoal Lda does not accept parcels and/or cargo for transportation, which in its discretion are determined to be dangerous and can cause harm to parcels and/or cargo of other Clients.

4.2. Items Prohibited for Shipment

4.2.1. Shopping Portugal - SHPS, Unipessoal Lda does not accept parcels and/or cargo for transportation, containing items prohibited by the laws of countries of destination.

4.2.2. The Consignor, physical or legal entity, ensures personal preparation of parcel and/or cargo for shipment or provision of other services in a safe place, as well as ensuring that parcel or cargo was prepared by the appointed officer of the consignor

and that there was no unauthorized access to parcel and/or cargo during such preparation, storage and transportation before acceptance of parcel and/or cargo for shipment.

5. Right Of Inspection

5.1. The Clients agree with the right of Shopping Portugal - SHPS, Unipessoal Lda, as well as the right of customs representatives and authorized government agencies including customs, to open and check parcels and/or cargo in order to comply with legislation or eliminate possible harm to other parcels and/or cargo, including in cases of suspicion of inadmissible or dangerous items within.

5.2. The Clients agree with the right of Shopping Portugal - SHPS, Unipessoal Lda and/or subcontractors of Shopping Portugal - SHPS, Unipessoal Lda to have an appointed customs representative present during customs examination and conduct of other customs procedures and formalities, for and on behalf of said Clients.

6. Customs Duties

6.1. If customs authorities require additional documents to confirm customs declarations for import/export of goods or parcels, the required documentation shall be provided by the Client upon their own account.

6.2. Any customs duties, taxes, including but not limited to shall be payable by the Client.

7. Responsibility

7.1. Responsibility of Shopping Portugal - SHPS, Unipessoal Lda for loss or damage to the cargo, or part thereof, is dependent upon the shipping method and is determined by the provisions of international conventions or national laws.

7.2. Shipping fees are applied per order. The exact price of each shipment depends on the country of delivery. For more details on the shipping price per country, please refer to the Delivery menu on the website.

8. Elimination Of Responsibility

8.1 Shopping Portugal - SHPS, Unipessoal Lda shall not be responsible for loss of income, profits, sales markets, customer reputation or any opportunity to use the content or any other opportunities, even if Shopping Portugal - SHPS, Lda knew that the Client may have such losses, as well as for consequential losses, incidental costs special damages, which were in anyway related, inter alia, with breach of the contract or carelessness in regards to actions, negligence or intent.

8.2 Shopping Portugal - SHPS, Unipessoal Lda shall not be responsible for failure to fulfill obligations to the Clients occurring due to:

- Natural disasters: earthquakes, cyclones, hurricanes, floods, fires, epidemics, fogs, snowfall, frost, i.e. extreme weather;
- Force majeure, including but not limited to: wars, disasters, acts of public enemies, strikes, embargoes, occurrence of risks specific for air transportation, local conflicts and acts of civil disobedience;
- Service interruptions in the networks of local or national air and ground transportation, technical failures in transport and equipment;
- Criminal acts of third parties such as theft;
- Acts or omissions of customs authorities, airline employees and airport or government officials;
- Damage to the parcel and/or cargo being due to insufficient or poor packaging, or the absence of packaging labels prescribing a certain mode of handling during transportation/transloading of the parcel and/or cargo.

9. Claims By The Third Parties

The Client warrants that it will not allow any third parties interested in the parcel and/or cargo to present claims to Shopping Portugal - SHPS, Unipessoal Lda or take any legal actions if Shopping Portugal - SHPS, Unipessoal Lda has not performed or has improperly performed its obligations. If a claim or action does take place, the Client undertakes to indemnify Shopping Portugal - SHPS, Unipessoal Lda from consequences of such claims, actions and associated costs.

10. Reclamation

10.1. In case of claims on the part of the Client for loss, damage or delay of the parcel and/or cargo, or additional claims for damages, the Client shall strictly observe the regulations of applicable Conventions; in any case of non-compliance, Shopping Portugal - SHPS, Unipessoal Lda reserves the right to refuse the Client an examination of the claim:

10.1.1. The Client shall notify Shopping Portugal - SHPS, Unipessoal Lda in writing about the loss or delay of the parcel and/or cargo within thirty (30) days from the date when the parcel and/or cargo was expected to be delivered, or from the date when the Client has been notified of such loss, damage or delay in delivery. The Client shall submit all documents related to the parcel and/or cargo and/or its loss, damage or delay. Shopping Portugal - SHPS, Unipessoal Lda shall not take action to satisfy any claim until transportation services are paid.

10.1.2. Upon delivery of the parcel and/or cargo, the Client and/or the consignee recipient shall make a record in the delivery list or its official analogue equivalent of damage to the parcel and/or cargo. Otherwise, Shopping Portugal - SHPS, Unipessoal Lda shall deem the parcel and/or cargo delivered in satisfactory condition. To consider the claim for damage to the parcel and/or cargo, Clients shall submit a verifiable video record of the primary/initial opening of the parcel and/or cargo upon receipt.

11. Rates And Payment

11.1. Payment for the transportation services rendered from point of departure to destination point according to the completed form on the website of Shopping Portugal - SHPS, Unipessoal Lda, shall be made in full by the Clients, according to the rates and prices in force.

11.2. Obligation to pay import duties, taxes and other charges that may arise in the country of destination falls upon the consignee.

11.3. Payment for services rendered can be made by third parties on behalf of Clients.

12. Personal Information

By handing over the cargo for delivery to Shopping Portugal - SHPS, Unipessoal Lda, the Clients, on their own accord and behalf and on behalf of Shopping Portugal - SHPS, Unipessoal Lda, shall confirm consent to collection, storage, transfer, disposal and processing of personal and confidential information.

13. Customer support

For further information, you can contact Shopping Portugal - SHPS, Unipessoal Lda by email to info@azora.store

14. Applicable law

These general conditions and all disputes arising in connection with these general conditions, including their validity, the use of the site or any purchase of the service therein shall be governed by Portuguese law.

15. Amendment of Terms & Conditions

Shopping Portugal - SHPS, Unipessoal Lda has the right to change these Terms & Conditions at any time. The user is subject to the principles and the Terms & Conditions in force when the order is placed, except if the law or competent authority imposes any alteration to them.

16. Information on the site

Although Shopping Portugal - SHPS, Unipessoal Lda works with great care on its website, the information, text, graphics, films, music and/or other services may contain errors or be incomplete or incorrect.

17. Trademarks and website copyrights

All brand names, product names and titles used on the site are trademarks or registered names of brand holders and/or their owners.

Everything concerning the design, text, documents, films, music and/or other services of the site, the selection and organization of the site, as well as all software compilation and all other materials on the site, are the property of Shopping Portugal

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