

1. INTRODUCTION

1.1 These Terms and Conditions regulate all purchases, which include the registration, placing orders and accessing products "KAOÂ", located in Rua da Tábua, 150b, 4835-301 Pevidém, Guimarães, Portugal and with VAT number 510850057, on the website www.kaoashop.pt and are applicable to all product sales between KAOÂ and any User that makes an order via this website.

1.2 For the purposes of these Terms and Conditions is understood by:

- a) - "KAOÂ" - The products marketed by Alexandre e Adriana Oliveira Lda. through the website www.kaoashop.pt;
- b) - "User" - Any individual who places an order through the website www.kaoashop.pt;

1.3 The use of the website www.kaoashop.pt and the purchase of products KAOÂ presumes knowledge, understanding and acceptance of these Terms and Conditions by the User.

2. REGISTRATION ON THE WEBSITE

2.1 To place an order, the User can register by filling the mandatory fields of the registration form on the website www.kaoashop.pt.

2.1.1 You can also place your order through a simple process that does not require registration.

2.2 From the moment the User access their personal account, the User is subjected to these Terms and Conditions.

3. PRODUCTS KAOÂ

3.1 The website www.kaoashop.pt is directed at all users who want to purchase products KAOÂ from their home or workplace, 24 hours a day, 7 days a week.

3.2 All information regarding the characteristics of the products can be found at www.kaoashop.pt

3.3 KAOÂ reserves the right to modify at any time the information, the range of products, prices, promotions and the Terms and Conditions existing on the website www.kaoashop.pt.

4. PLACE ORDERS ON THE WEBSITE

4.1 To place an order on the website www.kaoashop.pt is necessary that the User has an e-mail account, and that their browser is set to accept cookies and pop-ups, which will allow the full use of all the features available on KAOÂ's online store.

4.1.1 The User may proceed with the online purchase of products, and to do so it's necessary to:

- a) Find the product(s) you wish to purchase;
- b) Add the selected product(s) to the "Shopping Cart";
- c) Register the User's personal data, which includes "Delivery Address", "Billing Address", "Payment Method", telephone number and tax identification number (VAT). These data will be integrated into KAOÂ's database according to our Privacy Policy;
- d) Review your order and confirm it.

4.2 The User will receive an e-mail confirming the order with the details for the selected payment method.

4.3 Your order will be delivered by the logistics operator at the delivery address provided in the purchase process, as well as the corresponding detailed invoice.

4.4 By submitting the order form, the User agrees to these Terms and Conditions described at www.kaoashop.pt, as well as with the Privacy Policy.

4.5 KAOÂ reserves the right to refuse and cancel orders already confirmed, in the following situations:

- a) The product is not available;
- b) The payment is not carried out using any of the payment methods specified on the website www.kaoashop.pt;
- c) The payment cannot be confirmed;
- d) The billing information is not correct or verifiable;
- e) There is an error in the price quotation;
- f) It is not possible to deliver the order at the delivery address provided by the User.

5. PRICE

5.1 The prices of the products displayed on the website www.kaoashop.pt include Value Added Tax (VAT). The total VAT payable by the User will be indicated on the invoice to be sent to the User.

5.2 All prices are quoted in Euros (€). Note that changing the delivery country may influence the prices due to different shipping costs. Customs costs may also be applicable in certain countries and will be paid by the User.

5.3 Prices of products displayed on the website are subject to change. KAOÂ reserves the right to change prices without advance notice. The prices displayed at the time of purchase are the prices applicable to that purchase.

5.4 In case there is an error in the price of the ordered products, KAOÂ or the User may, up until the order is shipped, cancel the order.

5.5 The total price specified in the checkout includes the taxes from the country of origin (Portugal) and shipping costs.

5.6 The User must only pay the amount specified in the order confirmation.

6. PAYMENT METHODS

6.1 The User may pay for their purchases through Paypal online payment entity, through an ATM Reference and through Visa and Mastercard.

6.2 KAOÂ will not accept any payment method other than those mentioned in the previous point. The User should not try to pay by any other means which are not included in the specified payment methods. If you do so, we cannot be held responsible for loss of payment or any other damages that may occur.



7. DELIVERY COSTS

7.1 Delivery charges will be supported by the Customer. Shipping costs may vary and will be charged according to the delivery address. Please add the item of your choice to your cart and use our form in order to estimate the shipping cost for your order.

7.2 Outside Europe, all orders will have an associated shipping cost and may require the payment of customs costs, according to the country of delivery. The cost is calculated at the time the User enters the destination address of the order.

8. DELIVERY

8.1 KAOÂ shall send the product(s) ordered by the User, from Monday to Friday, from 9am to 7pm, except on holidays, and according to the days and times used by the logistics company, to the delivery address provided by the User.

8.2 KAOÂ distributes its products through the selected logistic providers: Fema, CTT, UPS, DHL and ENVIALIA.

8.3 Our delivery service does not include scheduling options, so the delivery of the order will be carried out without prior contact from the carrier, thus being necessary to ensure that someone is at the delivery address to receive the order.

8.4 Delivery duration range between 6 to 15 working days, depending on the ordered article and location of delivery. The responsiveness of KAOÂ within these deadlines is, however, dependent on the availability of stock and cannot be guaranteed in periods of promotions, sales and during Christmas season.

8.5 KAOÂ shall inform the User of the unavailability of the product (s) ordered within a maximum of 15 (fifteen) days from the knowledge of the unavailability and shall reimburse the amount paid by the same method of payment or in a discount coupon to be used in a next purchase within a maximum of thirty (30) days from the notice of unavailability.

8.6 In case of unavailability of the carrier to make the delivery of the purchased products on the specified date, the User will be contacted to be given another delivery date.

8.7 At the time of delivery, the User must inspect the package in order to check for possible damage. If the User finds that the products are damaged, you should not accept the delivery of the order, which will be returned. The User should report the situation, if possible documented with photos, to the e-mail info@kaoashop.pt and if the User agrees, KAOÂ will proceed to resend the order at no cost to the User. If the User wishes to cancel the order, the full amount paid for the order will be reimbursed.

8.8 If you do not receive your order within a maximum of 90 (ninety) working days from the order payment date, please send us an email to info@kaoashop.pt informing us of what happened. After this time has elapsed, KAOÂ cannot be held responsible for the loss of the order.

8.9 KAOÂ considers the delivery done with the signature on the delivery receipt at the agreed delivery address.

9. CANCELLATIONS

9.1 Cancelling your order before shipping:

- a) The User can cancel the order at no cost, provided it has not yet been shipped.
- b) If the User places an order and wants to cancel it, they should contact immediately our Customer Service and ask for the cancellation via the e-mail info@kaoashop.pt. This procedure is essential to trigger the cancellation process. If the cancellation request is communicated in a timely manner, the User will be notified, and cancellation will be processed at no cost to the User.
- c) If the request for cancellation is not done before the products are sent, they will be shipped to the User. If the User maintains the intention to cancel the order, the User should refuse to receive it. The products will be returned and, after being received by KAOÂ, the refund will be processed, and the shipping costs will be deducted from the amount the User will receive.

10. RETURNS & EXCHANGES

- a) We're happy to accept returns if your order does not meet your expectations, has defects or other non-compliances.
- b) If you need to send your item or items back, you have 14 days from the date you received your order to return them. The costs of the return will be supported by the Customer.
- c) Please ensure your items are returned new, unused and with all KAOÂ tags and designer garment tags still attached. KAOÂ reserves the right to refuse the return of products with visible signs of use, which have been washed or transformed in any way.
- d) At this moment, we do not accept exchanges outside Europe. If you wish to return your order from outside Europe, please contact our Customer Service Support to info@kaoashop.pt in order to receive all the details for the return.

10.1 Returning products:

- 1) The User may return the product(s) ordered fourteen (14) days after receiving them, provided that:
 - a) The product(s) have not been used;
 - b) The product(s) maintain their original features and labels intact;
 - c) The product(s) are complete. All material accompanying the orders must be returned to KAOÂ.

- 2) Please contact our customer care team to info@kaoashop.pt in order to indicate the item(s) you wish to return. Include your order number.
- 3) Once the returned items are received, KAOÂ will review and confirm its condition and, when applicable, will refund you within ten (10) days the amount paid by the User.
- 4) If the returned products are damaged or worn, KAOÂ reserves the right not to accept the return and refuse to refund the User.
- 5) The User should note that if the return has been made for reasons other than the existence of justified defects or non-conformity of the products ordered, KAOÂ will not make the reimbursement of the shipping costs. Therefore, KAOÂ will not reimburse the cost of delivery initially supported by the customer for the respective order.
- 6) Please note, these conditions are valid within Europe. For more information about returns and exchanges outside Europe, please contact us to info@kaoashop.pt

11. QUALITY

KAOÂ does not sell second-hand products, faulty or of lower quality than the market standards. The main characteristics of each product are shown on the website www.kaoashop.pt in each product page.

KAOÂ will make every effort so that the colors of the products that appear on the website www.kaoashop.pt are the most accurate and as real as possible. However, as computer monitors vary, we cannot guarantee that your monitor is showing the exact colors.

12. COMPLAINTS

As we aim to continuously improve our services, KAOÂ will strive for meeting and resolving the claims submitted by the User via the e-mail info@kaoashop.pt within 5 (five) business days.

13. WARRANTY AND AFTER-SALES SUPPORT

KAOÂ products benefit from the warranty in accordance with the legislation applicable to the sale of consumer goods.

14. EXCLUSION AND LIMITATION OF LIABILITY

KAOÂ does not guarantee the website www.kaoshop.pt will run uninterruptedly, or any of its features, as it may be suspended for carrying out maintenance work, repairs or upgrades.

KAOÂ will also not assume any liability for any damages arising directly or indirectly from force majeure situations that prevent KAOÂ, in any way, to meet its obligations, in particular, strikes, electric network failures, telecommunications services or any other services faults, fires, floods, inability to obtain products, materials or services, breakdowns, delays of suppliers or carriers and changes in laws or administrative regulations.

KAOÂ is not responsible for any misuse of the User's access data to the website by third parties, as they are non-transferable.

15. MODIFICATIONS OF THE TERMS AND CONDITIONS

KAOÂ reserves the right to change, at any time, these Terms and Conditions, considering the changes made and users notified by publication on the website www.kaoshop.pt of the modified Terms and Conditions.

16. PERSONAL DATA TREATMENT

Please read our Privacy Policy so that you can be aware of the rules and procedures adopted by KAOÂ with regards to the processing of data collected when you browse the website www.kaoshop.pt and when you use its features, as well as to inform you about the applicable security and confidentiality measures.

17. EVIDENCE

The electronic records, kept by KAOÂ in security conditions, are considered as proof of communications, orders and payments between KAOÂ and the User.

18. APPLICABLE LAW

The present Terms and Conditions and all disputes arising that are related to the it, including its validity, the use of the website or any purchase made on it, shall be governed by Portuguese law.

19. ONLINE DISPUTE RESOLUTION

The Online Dispute Resolution website is an official website managed by the European Commission dedicated to helping consumers and traders resolve their disputes out-of-court.

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooselanguage>

20. PROMOTIONS

The promotions on the site are valid only for the time they are displayed on the site, unless otherwise communicated on the site. KAOÂ respects the offers established by the brands / designers and is not bound to any offer in case of errors or mistakes of spelling, prices or other information. KAOÂ reserves the right to cancel any purchase and sale made under such errors.