

## **GENERAL CONDITIONS OF SALE**

### **1 - INTRODUCTION**

1. The present General Conditions of Sale (GCS) are established between Mundo Aquático - Parques Oceanográficos de Entretenimento Educativo, S.A., legal person no. 502217235, headquartered at Av. Paulo VI, 6B, 1950-229 Lisbon and established at Zoomarine, EN 125, Km 65, 8201-864 Albufeira, hereinafter referred to as "Zoomarine" or "Mundo Aquático, S.A.", and people who wish to make purchases through the "Zoomarine Online Store", hereinafter referred to as "User".
2. These conditions apply exclusively to consumers, being understood as such any natural person who acts for purposes that do not fall within the scope of their commercial, industrial, craft or professional activity.
3. The purpose of these general conditions of sale is to provide the customer with all the necessary information about the order, sale, payment, delivery and refund of purchases made in "Zoomarine Online Store".

### **2 – HOW TO PLACE AN ORDER?**

1. To place an order, the User must follow the instructions below:
  - 1.º Access your personal account (optional);
  - 2.º Select the articles you want to buy and add them to your cart;
  - 3.º Once you have completed your purchases, you can either finalize as a guest or log in;
  - 4.º The validation of the order implies that you have expressly recognized and accepted the terms and conditions, privacy policy and cookies of Mundo Aquático, S.A., as well as the prices and description of the articles offered for sale;
  - 5.º After choosing your payment method and finalizing the purchase, agreeing and accepting the terms of service, you will receive an automatic email with the confirmation of your order.
2. Prices must be understood in euros, with taxes and fees included. The prices shown take into account the VAT applicable on the invoice date. Any change in the applicable VAT rate will be reflected in article prices.
3. The prices advertised at Zoomarine Online Store do not include shipping costs, which will be stated before validating the order, and are established in point 3 of these conditions.
4. Prices and specifications are subject to change without prior notice. However, once the order is validated, prices cannot change.
5. If the payment is not made within the stipulated period, indicated in point 5, we reserve the right to cancel your order.
6. In case of product unavailability, Mundo Aquático, S.A. promises to inform you and refund you for the amounts you have paid, within a maximum period of 14 (fourteen) days from the date of knowledge of this unavailability.
7. Under the terms of no. 2 of article 33<sup>rd</sup> of the Decree-Law no. 7/2004 of 7<sup>th</sup> January (with the changes conferred by the Decree-Law no. 62/2009, of 10<sup>th</sup> March and by the Law no. 46/2012, of 29<sup>th</sup> August), regarding electronic commerce, Mundo Aquático, S.A. reserves the right to unilaterally cancel the order whenever there is (i) a programming error, (ii) a malfunction of the company's computers or (iii) transmission error, if the message arrives deformed at its destination.

### **3 – SHIPMENTS**

#### **Click Collect**

1. Click&Collect allows Users to purchase goods made available at the Zoomarine Online Store and collect the purchased goods at the Park reception. The acquisition of these goods is made exclusively through the website.
2. To purchase products through Click&Collect, the User must select the "Zoomarine Algarve - Click&Collect" delivery method and press the "Continue" button.
3. The Click&Collect service is free of charge.
4. After finalising the payment of the order, the Customer will receive two emails related to the purchase of the product: a Click&Collect order confirmation email; a pick-up validation email (which will inform the days and time window for the order pick-up).
5. The Customer must pick up the order within a maximum of 10 days, after notification via email. In case of impossibility of collection within this period, the Customer must notify the Zoomarine Online Store.
6. If it is not possible to pick up the order within the maximum period of 10 days, Mundo Aquático - Parques Oceanográficos de Entretenimento Educativo, S.A., will grant an additional period of 30 days.
7. When collecting, it is necessary to present the order confirmation, and a valid identification document (citizen card, passport, driving licence, residence document, among others).
8. If collection is to be made by a third party, the Customer must notify the Zoomarine Online Store by email and indicate the name and identification number of the person who will make the collection. To receive the order, that person must present the respective identification document and the order collection e-mail.
9. After the 30 days limit, Mundo Aquático S.A. reserves the right to cancel the order and refund the client within 14 days.

#### **Mail delivery**

##### **→ What is the shipping cost?**

1. The following additional shipping and delivery costs will be charged:

Weight Kg	CTT NATIONAL (1 a 3 days)	CTT EUROPE (3 a 5 days)
0,500	3,50€	7,50€
1	n/a	11,00€
2	6,00€	17,00€

2. The amounts shown in the table include VAT at the current legal rate. Shipping is free for purchases over 50,00€.

##### **→ What is the delivery time?**

3. Mundo Aquático, S.A. shall comply with orders to the limit of stock available. In the absence of merchandise availability, Mundo Aquático, S.A. will provide this information to the User as soon as possible, but within a period of no more than 14 (fourteen) days.
4. Without prejudice to the provisions of the previous paragraph, orders will be dispatched within a maximum period of 8 (eight) days after confirmation of payment. The User will receive an email with the confirmation of the shipment. After dispatch, deliveries will be made within the deadlines indicated in the table in paragraph 1. However, Mundo Aquático, S.A. is not responsible for delays attributable to the entity providing the courier service.

##### **→ Can I track my delivery?**

5. If you have a customer account, you can track your order in order details and history.

6. If you have a guest account, you will be able to track your order through guest tracking in our store.

→ **Delivery date different than the stipulated date**

7. If there is a delivery anomaly due to an unforeseen event in the logistics or the carrier and your order is not delivered on time, you must contact us, using the contacts below, and our team will regularize the situation as soon as possible, without prejudice to the provisions of the final part of paragraph 4.

#### **4 – BILLING AND SHIPPING DATA**

1. Filling in the data for shipping and billing is the sole responsibility of the User. Once issued, the invoice cannot be reissued with changes.

→ **You want to change your personal data?**

2. To change your personal data, you must log in to your customer account, click on INFORMATION, change the fields you want and accept the general conditions and privacy policy.

3. If you find, immediately after placing an order, that the data is not correct, you can immediately request its change, or even cancel the purchase made, through the email store@zoomarine.pt.

→ **You want to add or change your address?**

4. To add or change your address, you must log in to your customer account, go to ADDRESSES, click on update and change the fields you want.

5. If you want to add another address, click on create new account, fill in the required fields and save the information.

6. You can create multiple addresses, as well as delete those that you no longer need.

#### **5 – PAYMENTS AND REFUNDS**

1. The Customer has at his disposal the following payment methods:

- a) MEO Wallet;
- b) Visa/ Mastercard;
- c) Multibanco;
- d) PayPal;
- e) MB Way.

2. For your order to be accepted and validated, payment must be made within a maximum period of 3 (three) days. If the order is not paid within that period, it will be canceled.

3. The refund of payments will be made through the same payment method used by the User, or by bank transfer if the payment method used does not allow it. In the latter case, the User must indicate their IBAN to the email store@zoomarine.pt, sending an attached document proving ownership.

#### **6 – RETURNS, EXCHANGES AND WARRANTY POLICY**

→ **What can you do if you change your mind?**

1. Any order contract placed at Zoomarine Online Store can be freely resolved under the terms of article 10<sup>th</sup> of the Decree-Law no. 24/2014 of 14<sup>th</sup> February, with the User being responsible for the return costs. To this end, the User must return his order within a maximum period of 14 (fourteen) days from the date of receipt, by contacting us through the email store@zoomarine.pt.

2. The User can exercise his right of free resolution by sending the "Free Resolution" model that appears in Annex A of these conditions, or by any other unequivocal declaration of the termination of the contract.
3. The User must deliver or return the merchandise, within 14 (fourteen) days from the date on which he notified Mundo Aquático, S.A. his resolution decision. It is up to the User to assume the entire cost of returning the merchandise.
4. The exchange of articles is only possible in cases where you want another size and/or color of the same articles you intend to exchange.
5. When returning and exchanging articles, the User must comply with the following cumulative conditions:
  - a) return the articles in good condition, with their complete original packaging and their respective labels;
  - b) send the original invoice and the return form fulfilled;
  - c) pack the articles safely and properly so that they are not damaged in transit;
  - d) the articles must not have been used or show signs of use, they must be complete, undamaged or dirty, and accompanied, if applicable, by all accessories.
6. Only exchanges / returns of merchandise purchased through our online store will be accepted.
7. All articles will be checked upon arrival at our service and only those that respect all the return conditions provided in the previous paragraph will be accepted for exchange or return.
8. The User may be held liable for the depreciation of the merchandise, if the manipulation carried out to inspect the nature, characteristics and operation of said merchandise exceeds the manipulation that is usually allowed in a commercial establishment.
9. The refund by Mundo Aquático, S.A. will be carried out within a maximum period of 14 (fourteen) days after receipt and control of the packaging.
10. In the event of non-compliance with the return conditions, Mundo Aquático, S.A. reserves the right not to accept the return (refusing the consequent refund), nor the exchange.
11. Mundo Aquático, S.A. informs that the refund can be retained until the merchandise is received or until the User has provided proof of the return of the merchandise.
12. In the case of a refund request for an article purchased at a reduced price, due to a special offer, Mundo Aquático, S.A. will refund the amount actually paid, present on the invoice.

→ **Defective articles?**

13. All articles sold in our online store are covered by a guarantee of conformity of the goods, corresponding to a period of 2 (two) years from the delivery of the article, which may be exercised under the terms of the Decree-Law no. 67 / 2003, of 8<sup>th</sup> April, with changes introduced by the Decree-Law no. 84/2008, of 21<sup>st</sup> May.
14. If you have purchased an article in our online store and it is found to be defective or does not work well, you must contact us, informing your order number and the description of the defect or malfunction, through the following means:

By Email: [store@zoomarine.pt](mailto:store@zoomarine.pt)

By Mail: Mundo Aquático S.A.- Zoomarine; EN125 KM65; Guia; 8201-864 Albufeira; Portugal

By Phone: 00351 289 560 300

15. The costs of returning or collecting defective articles within the warranty period will be borne by Mundo Aquático, S.A.. Once the article is received at our facilities, it will be checked and, in the event of any lack of conformity, it will be replaced. In this case, we will send the new article to your address at no additional cost.

16. If the article is no longer available, we will refund the amount paid for the article and the shipping cost, as well as the return shipping costs.

17. If the verification carried out by Mundo Aquático, S.A. results in signs of misuse, and/or any problem that may have caused the defect or malfunction of the item (eg., drop, humidity, etc.) you will be contacted to indicate whether you want to purchase a new item to replace or return the item. In any case, you must bear all the costs of your decision.

## **7 – PERSONAL DATA TREATMENT AND SECURITY**

1. The User's personal data are treated in strict compliance with the General Data Protection Regulation and Law 58/2019, of 8<sup>th</sup> August. For more information, see our privacy policy available at <https://www.zoomarine.pt/pt/privacidade-cookies/>.

2. Mundo Aquático, S.A. is committed to ensuring the confidentiality, protection and security of Users' personal data, by implementing appropriate technical and organizational measures to protect their data against any form of improper or illegitimate treatment and against any accidental loss or destruction of these data. To this end, we have systems and teams designed to ensure the security of processed personal data, creating and updating procedures that prevent unauthorized access, accidental loss and / or destruction of personal data, as well as ensuring that these data are treated with adequate levels of security and confidentiality.

## **8 – CONTACTS**

1. For any situation related to the application or clarification of these general conditions, returns, exchanges, refunds, or any other matter related to the functioning of our online store, you can contact Mundo Aquático, S.A. through the following means:

By Email: [store@zoomarine.pt](mailto:store@zoomarine.pt)

By Mail: Mundo Aquático S.A.- Zoomarine; EN125 KM65; Guia; 8201-864 Albufeira; Portugal

By Phone: 00351 289 560 300

## **9 – DISPUTE RESOLUTION**

1. For all matters that are not regulated by these conditions, the Portuguese Law applies.

2. In the event of a dispute, in the interpretation or application of these conditions, the jurisdiction of Albufeira is competent, with express waiver of any other.

3. Although it was translated into English and Spanish, the document in Portuguese prevails.

4. In case of dispute the consumer can resort to Alternative Dispute Resolution (ADR):

Centro de Arbitragem de Consumo do Algarve

Edifício Ninho de Empresas, Estrada da Penha

8005-131 Faro

Tel: 289 823 135

Fax: 289 812 213

Correo Electrónico: [apoio@consumoalgarve.pt](mailto:apoio@consumoalgarve.pt)

[www.consumoalgarve.pt](http://www.consumoalgarve.pt)

**Anexo A**

**Model form for the exercise of the right of free resolution**

.....  
(Sender's Name)

.....  
(Sender's full address)

To  
Mundo Aquático – Parques Oceanográficos de  
Entretenimento Educativo, S.A.  
EN 125, Km 65  
8201-864 Albufeira  
or  
Email: store@zoomarine.pt

Subject: Contract Resolution

Your Excellencies,

I / We (\*) hereby declare that I / We (\*) resolve my / our (\*) purchase and sale contract relating to the following merchandise ....., ordered / received (\*) on the ..... of ..... of .....

Name of the Consumer(s) .....

Address of the Consumer(s) .....

Invoice No. ....

.....  
(date)

.....  
[Signature of the Consumer(s) according to the identification document]

(\*) Strike out what does not apply