

## **General Provisions**

These provisions shall apply to customers based in Australia.

Please read these Terms and Conditions carefully before purchasing goods on the website [www.head.com/CustomMade](http://www.head.com/CustomMade). By purchasing goods from this website, you automatically agree with these Terms and Conditions.

## **Order Process and Conclusion of this Contract**

The order process through our online shop consists of several steps. First, you select the desired goods. Next, you must provide your customer data, including the billing address and delivery address (if different). As a next step, you must select the payment method. Finally, you have the option of checking all the information provided (e.g. name, address, payment method, ordered goods) and correcting it if required before sending us your order by clicking “Buy Now”.

By placing your order you have provided us with a binding offer to conclude a contract with you. We may accept this offer by sending you an order confirmation by e-mail or by delivering the ordered goods. A sales contract shall only be deemed concluded once we have sent off an order confirmation via e-mail or once the ordered goods have been delivered. Our order confirmation shall also list all the data relating to your order and will be sent to the e-mail address you provided.

If we are unable to fulfil your order for any reason, we shall notify you by e-mail.

You guarantee that all the information that you have given HEAD in your query or your order is correct and complete. HEAD is not obliged to accept an order but may check or refuse an order prior to fulfilment without having to provide a reason.

If HEAD does not confirm your order within five working days, the order shall be deemed rejected.

## **My Account**

You may place an order with us without setting up your own user account as long as you provide all the data required during the order process. You also have the option of setting up your own user account with a password. This means that your personal data will be saved and you will not have to enter your data again when placing another order. You also have access to the section “My Account”, which provides a comprehensive overview of your profile, orders not yet delivered, previous orders and details of shipping and payment. Click [here](#) if you do not yet have an account and would like to find out how to set one up.

If you set up and use an account on our website, you shall be responsible for protecting your account and password and for restricting access to your computer accordingly. Furthermore, and to the level permitted under applicable law, you shall agree that you assume responsibility for all activities performed through your account and password. You must take the steps required to ensure that your password is kept confidential and in a safe place and you should notify us immediately if you have reason to believe that a third party has gained access to your password or has used this password without prior authorisation, or that such unauthorised use is likely.

## **Tracking Your Order**

You have the option of tracking your order by using the tracking number provided in the dispatch confirmation e-mail. You may access the website of our courier service containing up-to-date information on your order and delivery.

## **Head Custom Made Products**

For creating Head Custom Made products, you may choose a combination of letters and change the colours of the product along with other characteristics. This option is only available for certain products. We assess most requests made to “Head Custom Made” but are unable to accept all of them. Some requests may contain material that we consider inappropriate or that we are not willing to combine with our products. If we do not consider your request acceptable, your order may be refused or your purchase be cancelled at a later point. Should this be the case, you will be notified by e-mail.

While we reserve the right to refuse your request for personalising our products, you acknowledge that you are solely responsible for the commissioned work. You guarantee that you have the right to place the commission, that the modification of our products according to your wishes does not violate any rights held by third parties and that you are authorized to grant this right to us. You agree that this personalisation does not entail any intellectual property rights whatsoever. To the extent that you may hold intellectual property rights, these shall be transferred to us. Where such a transfer is not effective, you grant us the exclusive, unlimited and free licence to use your personalisation, for instance to copy, process, amend, present in public, digitalise, reproduce and sell such information and to licence this right (or parts thereof).

You agree that you shall not make any claims against us or other parties if an identical or similar personalisation is being used or planned by others.

Please consider a measuring tolerance of +/- 1mm/0,04inch and +/- 1gram /0,04oz for our Custom Made racquets. All measurements are based on the metric system.

These measurements relate to the measurement devices used at our production site in Kennelbach, Austria.

The delivery period for Head Custom Made products is about 6 weeks. When forwarding the product to you, you will receive a separate shipping confirmation.

Since the HEAD Custom Made product is exclusively made according to your specifications, you have no right to reconsider, to revoke, to cancel or to return your order.

Only in case the “Head Custom Made” product has been delivered in a defective, faulty or damaged condition you may assert any claims under the usual statutory warranty periods. In this case please contact [CustomMade@shop.head.com](mailto:CustomMade@shop.head.com) in writing, send a fax to +43 5574 608 311, or send a letter to Head Sport GmbH, Wuhrkopfweg 1, A-6921 Kennelbach, Austria.

## **Rates, Shipping Charges**

All rates include all taxes, including sales tax and fees, as well as shipping charges where these are not indicated separately.

Applicable delivery charges are calculated for each delivery address. You will be shown the charges to be paid by you for delivering your order before we ask you to confirm your order. Please note that the price of goods ordered using the Head Custom Made Articles service will vary. The method of calculating the price of your goods and the final price will be shown to you before you confirm the order. The total shipping charges will be calculated automatically before the order process is finalised.

In case of deliveries to countries outside the EU, you will have to cover all import and export charges as well as any customs, charges and duties incurred.

### **Revocation of an Order and Returns Information**

You may revoke this contract within 14 calendar days without providing a reason, in any form (e.g. by post to Head Sport GmbH, attention of: Customer Service Team, Wuhrkopfweg 1, A-6921 Kennelbach, Austria, or by e-mail to: [service@shop.head.com](mailto:service@shop.head.com)), or – if the goods are delivered to you prior to the end of this 14-day period – by returning the goods. The 14-day return period commences with the day on which you receive the goods.

If you wish to return an item(s), please contact our Customer Service Team on [service@shop.head.com](mailto:service@shop.head.com) to request a returns authorization number. Please write this number on the pre-printed return-label included with your order. Place the item(s) back in the box in which they were sent. When your package is ready to be sent back to us, please contact the courier for pick up if we are covering the cost of the return (please see below for an explanation of which orders qualify for free returns), or take the package to your nearest post office if not.

If you do not have your pre-printed label, please write the company address below on the package. Please add the returns authorization number to ensure your return and refund are processed as quickly as possible.

You will have to cover the cost of the return if, after deducting the value of the returned goods, the remaining total value of your original order is less than 50€. If the remaining value of the goods is more than 50€, we cover the cost of your return. When you contact TNT to arrange a return, please give them the authorisation number assigned to your return. You can then arrange a pickup time and TNT will pick your package up. We do not reimburse the initial shipping costs charged if only a portion of the order is returned.

Example: You have ordered 3 pairs of swimming goggles at 30 Euro each, i.e. with a total value of 90 Euro. You then return 2 pairs of goggles. In this case, you will have to pay for the returns as the remaining total value of your order, after deducting the value of the returned goods, is 30 Euro. If you return only one pair of swimming goggles, the remaining total value of your order is 60 Euro, in which case we will bear the costs of the return.

Please contact our Customer Service team at [service@shop.head.com](mailto:service@shop.head.com) or fax us at 00 800 10103030 with any questions.

You may revoke the contract online or by e-mail to [service@shop.head.com](mailto:service@shop.head.com) or by letter to Head Sport GmbH, attention of: Customer Service Team, Wuhrkopfweg 1, A-6921 Kennelbach, Austria.

## **Consequences of Revocation**

To revoke your contract with us, the goods received must be returned together with any benefits drawn therefrom (e.g. interest). If you are only able to return some of the goods, or to return them in a deteriorated condition, we may require you to reimburse us for the difference between their original value and their current resell value. In the case of delivered goods, this shall not apply if such a deterioration results exclusively from a fitting that would also have been possible in a retail store. You shall not have to reimburse us for the deterioration of goods if such a deterioration results solely from proper and designated use. Goods that may be returned via parcel service shall be returned at our risk. Any payment obligations shall be fulfilled within fourteen (14) days from receipt of the revocation notice.

For you, this period shall commence upon dispatch of your cancellation notice or the goods; for us, upon receipt of the notice or goods.

## **Exclusion of the Right to Revocation**

The right to revocation shall not apply to the delivery of goods that were manufactured according to customer specification, e.g. "Head Custom Made" products, or products that have been clearly customised according to your personal requirements, or that are unsuitable for returns due to their nature, or that may spoil quickly, or whose sell-by date has been exceeded.

## **Additional Provisions Regarding Revocation and Returned Goods**

After placing your order, you do not have the option of revoking or returning personalised goods (e.g. Head Custom Made goods).

All other purchased goods may be returned within 14 days from receipt. Please return the goods in compliance with the returns information contained in the previous section.

Our online shop does not offer the option of direct exchanges. If you do not wish to keep a product, please return this product in compliance with the returns information provided and place another order to receive the product in a different colour/size.

We shall reimburse you for the original sale price of the returned product/goods, deducting any dispatch costs as outlined in this section (see "Returns Information").

Please note that in case of returns without receipts or invoices, we will credit you with the last valid price of the product.

All returns are credited on the basis of the original payment method, unless indicated otherwise on the returns form. The amount is credited to the credit card account of the original customer after the return has been processed. The credited amount normally appears on the next account statement of the person who placed the order.

Please note that for reasons of hygiene, swimwear and underwear should always be tried on over your own underwear and without removing the adhesive strip. We reserve the right to refuse returns if a product shows signs of use or is dirty.

The duty of care over the goods shall lie with you and you shall be liable for any damages you cause. We reserve the right to request compensation for goods that are returned to us in a used or damaged condition. We are unable to supply another delivery as long as we have not received the goods returned by you.

For this reason, the ordering party shall return the delivered goods within 14 days to the address supplied by us. If we do not receive the goods within this period at the address specified, we shall have the right to demand compensation for the goods originally delivered and to charge this to the payment method originally selected for payment.

### **Delivery Conditions**

Once your order has been confirmed, we will endeavour to dispatch your purchase within two (2) to four (4) working days from the order confirmation (Saturdays, Sundays and national holidays do not count as working days) and to deliver your order within the timeframes specified in our Terms and Conditions. This does not apply to Head Custom Made products: Unless differently stated during the order process, we attempt to deliver Head Custom Made Products within six weeks from your order confirmation.

Unless agreed otherwise, the ordered goods will be delivered to the delivery address you specified. For security reasons, we are unable to send orders to PO boxes or to accept orders that do not enable us to determine the individual delivery address.

On our website, you will find information on the availability of products sold by [head.com](https://www.head.com) (e.g. on the respective product detail page). Please note that all pieces of information regarding availability, shipping or delivery are estimates and serve as guidelines only. They do not constitute binding shipping or delivery dates, unless a day has been defined as a binding date when selecting the shipping options for the product in question. If HEAD notices that products you ordered are not available while processing your order, you will be informed separately by e-mail. The statutory claims of the ordering party remain unaffected.

If delivery to the ordering party is not possible because the goods to be delivered do not fit through the building entrance, door or staircase or because the ordering party is not available at the delivery address specified although he/she was notified of the delivery time with sufficient notice, the ordering party shall bear the cost for the failed delivery attempt.

### **Payment Conditions**

Before an order for Head products as well as for Head Custom Made products, can be delivered, it must be paid for. We accept the following payment methods:

Visa Credit Cards

MasterCard Credit Cards

PayPal®

Prepayment

If the amount due for your order cannot be collected for any reason, your payment will be cancelled.

## **Warranty**

The warranty is based on statutory regulations.

Reclamations made on the basis of statutory warranty rights may be directed to the following address:

Head Sport GmbH, attention of: Customer Service Team, Wuhrkopfweg 1, A-6921 Kennelbach, Austria, e-mail: [service@shop.head.com](mailto:service@shop.head.com), fax number: +43 5574 608 311.

HEAD MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH REGARD TO RACQUETS OR OTHER PRODUCTS MADE BY HEAD TO YOUR SPECIFICATIONS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HEAD DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES RELATING TO THE HEAD CUSTOM PRODUCTS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR CONCERNING THE SAFETY, TRUSTWORTHINESS OR ABILITIES OF THE HEAD CUSTOM PRODUCT, WHETHER ARISING BY LAW, CUSTOM, USAGE, TRADE PRACTICE, COURSE OF DEALING OR COURSE OF PERFORMANCE. YOU AGREE TO USE THE CUSTOM MADE PRODUCT AT YOUR OWN RISK AND THAT HEAD SHALL NOT BE RESPONSIBLE FOR INJURIES TO PROPERTY OR TO YOU OR OTHERS (SUCH AS TENNIS ELBOW) RESULTING FROM THE USE OF THE HEAD CUSTOM PRODUCT.

Concerning our Head Custom Made products please contact us at:

Customer Service Team, by e-mail to [CustomMade@shop.head.com](mailto:CustomMade@shop.head.com), send a fax to +43 5574 608 311, or send a letter to Head Sport GmbH, Wuhrkopfweg 1, A-6921 Kennelbach, Austria.

## **Customer Service**

If you have any questions referring to goods you ordered, or any general questions, comments or complaints, please contact us at:

Head Sport GmbH, attention of: Customer Service Team, Wuhrkopfweg 1, A-6921 Kennelbach, Austria, e-mail: [service@shop.head.com](mailto:service@shop.head.com), fax number: +43 5574 608 311.

In case of any questions, comments or complaints concerning Head Custom Made products you have ordered please contact us at:

Head Sport GmbH: Customer Service Team, e-mail [CustomMade@shop.head.com](mailto:CustomMade@shop.head.com), send a fax to +43 5574 608 311 or send a letter to Head Sport GmbH, Wuhrkopfweg 1, A-6921 Kennelbach, Austria.

## **Data Protection**

When initiating, concluding, fulfilling and unwinding a sales contract, we collect, save and process data as permitted by statutory provisions.

When visiting our Internet sites, the IP-address currently used by your PC, the date and time, the type of browser and the operating system of your PC are protocolled, as are the pages you

have visited. This information does not enable us to track personal data; nor do we aim at accessing such data.

The personal data that you provide us with when placing an order or as part of an e-mail (for instance your name and contact data, your date of birth or other personal data collected for instance in relation with “Head Custom Made” orders) is used exclusively for correspondence with you and solely for the purpose for which you have provided the data. For processing payments, we pass on your payment data to the credit institution authorised to process the payment.

We assure you that your personal data is used solely for the manufacturing, ordering or delivery process of your goods and is not handed on to third parties, unless we are obliged to do so by legal provisions or have obtained your express consent first. Where we use third-party services to perform and conclude the handling process, the provisions of the respective data protection laws are complied with in all cases.

### **Duration of Data Storage**

Personal data that we were provided with through our website is only saved until the purpose for which the data was provided has been fulfilled. Storage periods prescribed by commercial or tax law may be up to 10 years long.

### **Your Rights**

If you no longer consent to us storing your personal data or this data has changed, we will arrange for your data to be deleted, corrected or blocked according to your instructions and to the extent permitted by law. Upon request, we will provide you with information on your personal data stored by us free of charge. If you have questions relating to the collection, processing or usage of your personal data, please contact: [privacy@head.com](mailto:privacy@head.com)

You declare that all the information provided by you is correct, accurate, up to date and complete in every aspect. Furthermore, you agree to inform us of any changes to this data. All personal data provided by you during the use of this website will be used in accordance with [our Privacy Policy](#) you can access on this website.

### **Links to Other Internet Pages**

Where we refer or provide links to third-party websites from our own Internet platform, we are unable to assume any guarantees or liability for the correctness and/or completeness of the content and the data security of these websites. As we have no influence over third-party compliance with data protection regulations, you should read the privacy statements of these websites separately.

### **Applicable Law**

These Terms and Conditions are governed solely by Australian law, except for IP Rights and Data Protection which will be governed under Austrian Laws. Legal disputes arising from or in relation with these Terms and Conditions (including non-contractual disputes), are governed by the jurisdiction of consumer’s domicile courts.

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