

## GENERAL TERMS AND CONDITIONS

### General Provisions

These General Terms and Conditions shall apply to customers residing in the United States of America who purchase HEAD products via the US subpage of [WWW.HEAD.COM](http://WWW.HEAD.COM) ("Website"). Please read these General Terms and Conditions carefully before ordering goods on the Website as by ordering goods from this Website you automatically consent to these General Terms and Conditions.

### Order process

To place an order via the Website, you must:

1. Select the desired products,
2. Provide your customer data, including your United States billing address and delivery address (if different),
3. Select a payment method,
4. Confirm to us that all of the information you provided (e.g. name, address, payment method, ordered products) is complete and correct, and
5. Click "Buy now" to submit your order.

By placing your order, you are making a binding offer towards us to conclude a contract with you. HEAD may, in its sole and absolute discretion, accept this offer by sending you an order confirmation via email or by shipping the ordered goods to the address specified in your order. HEAD shall not be obligated to accept orders but shall have the right at any time without notice to reject them. A sales contract shall only be considered to be concluded after we have sent you an order confirmation via email or after any part of the ordered products have been shipped to you. Our order confirmation will be sent to the email address provided by you; such confirmation will contain a list of all relevant order information as well as information on the payment method, customer service, warranty, data protection and cancellation policy.

If, for any reason we are unable to accept your order, we shall notify you via email.

By submitting your order, you guarantee to us that all of the information you provided to HEAD in your order is correct and complete.

### My Account

On the condition that you provide all required information during the order process, you may place orders with us without setting up a personal user account. However, you also have the opportunity to set up your personal user account with a password. This means that your personal data will be saved and you will not need to enter your data again when placing a new order with us. You also have access to the "My Account" section which provides a comprehensive overview of your profile, orders which have not yet been delivered, past orders, as well as delivery and payment details. Please click [HERE](#) if you do not currently have a personal user 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 your password and for restricting access to your computer. You declare that you agree – to the legally permissible extent – to be liable for all activities which are performed through your account and/or with your password. You must take all practical measures to ensure that your password is kept confidential and stored 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 that your account is being used without your authorization or that such unauthorized use is likely.

### **Tracking Your Order**

You can track your order using the tracking number provided in the order confirmation email. You may access the website of our shipping provider which contains current information on your order and the delivery.

### **Prices, shipping charges**

Prices do not include sales or other taxes, shipping or any other additional charges. All final charges will be calculated and displayed in the shopping cart before you confirm and submit your order.

HEAD ships using Federal Express, Monday-Friday (excluding public holidays). You will have the option to choose your shipping method; the price of which will be calculated based on the size, weight and the type of service. You will be able to review the shipping charges before you confirm and submit your order.

### **Delivery Conditions and Restrictions**

Any order, excluding customized items, placed by 12:00 PM EST Monday - Friday (excluding public holidays) will ship within 24 - 48 hours. If you've placed an order after 12:00 PM EST or on a weekend, your order will process on the next business day.

We are currently unable to ship orders to post office boxes and only ship to physical addresses located within the continental United States. We are also unable to accept orders in which we are unable to identify the individual delivery address.

On the respective product detail pages of the Website you will find information on the availability of products which are sold on the Website. If during the order processing, HEAD notices that the products are no longer available, you will be informed about this in a separate email.

You agree to bear all costs resulting from unsuccessful delivery if it is impossible to deliver the products to your delivery address (e.g. refusal, too large of a shipment for your location, etc.). The risk of loss of products and title thereto shall pass to you upon delivery of the products to the address specified in your order.

## Export Prohibition

You may not export any products purchased via our Website unless such export is in full compliance with all United States laws, regulations and agency orders. In particular, such products may not be exported or re-exported to a national or resident of any country that is under any United States embargo or sanction. This restriction includes but is not limited to anyone or any organization on the U.S. Treasury Department's list of Specially Designated Nationals, any U.S. Commerce restricted list, any U.S. State Department restricted list, or any other governmental export restriction.

## Payment Conditions

HEAD products must be paid in full before such orders will be delivered to you. We accept the following payment methods:

- American Express Credit Cards
- MasterCard credit cards
- VISA Credit Cards
- PayPal®

If, for any reason, the amount payable for your order cannot be collected, your order will be cancelled and you will be informed accordingly.

## Returns

### *First quality returns*

All products, **excluding customized items**, may be returned for a full refund to the original payment method provided the items are returned to us within 14 days of you receiving the products. A product exchange will be made within 30 days of purchase. Please ensure that any product you wish to return is unused, in its original packaging and has all tags still attached. You agree that it is at the sole and absolute discretion of HEAD to determine if the product has been used.

- New racquets must show no signs of use and must be returned in the original poly bag (e.g. plastic on the handle, all tags still attached, no scrapes on the bumper guards, etc.).
- Shoes must be returned in the box the shoes came in with no tape or shipping labels directly on the shoe box. The shoes must show no signs of wear and should be free of all lint, hair or other foreign substances.
- Bags must be returned in the original polybag and have all tags still on and show no signs of use.
- Gloves and eyewear must be returned in original packaging with no signs of wear.
- Balls must be in the original containers and unopened.
- String and other accessories must arrive back in the original packaging, unopened.

To the extent permitted under applicable law, customized items, that are exclusively made according to your specifications must not be cancelled or returned.

To return a product, please email customer service <askus@us.head.com> or 1-800-289-7366 option 3, to obtain a return address and return number. Shipping charges on all returns are your responsibility and are not subject to refund.

### *Warranty*

Most HEAD products, except for racquetball racquets, squash racquets and certain accessory items, are covered by a limited warranty for defective material and workmanship for one year from the date of purchase when purchased on the Website. Due to the nature of the sport, racquetball and squash racquets are covered for six months from date of purchase, and there is no product warranty coverage for certain accessory items. In any case all and any product warranty expires three years from the date of manufacture of the product at the latest. You agree that the sole remedy under these warranties is repair or replacement at the sole option of HEAD. There is no claim for a replacement product which has been exchanged or repaired previously under the terms of warranty. The warranty is one year from the original date of purchase only. No warranty is granted if the racquet is improperly strung, not strung to HEAD's specifications, has unauthorized repairs, distortion due to heat, heavy signs of wear, impact points, cosmetic fault due to normal wear or is beyond the warranty period. Racquets must be returned strung. There is no warranty on replaceable parts such as grips, grommets, strings, etc.

To return a product for warranty, please email customer service <askus@us.head.com> or 1-800-289-7366 option 3 to obtain a return address and return number. You must cover shipping charges for all returns.

**HEAD HEREBY DISCLAIMS FOR ITSELF ANY WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND WARRANTIES BASED ON COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE.**

### **Customer Service**

If you have any questions, comments or complaints related to your ordered goods, please contact us at askus@us.head.com or 1-800-289-7366 option 3. Our customer service department is available Monday – Friday, 9 AM – 7 PM EST and closed on US observed holidays.

### **Privacy Policy**

HEAD has prepared this Privacy Policy Statement to inform you of the information gathering and dissemination practices for this Website and to describe how HEAD protects and utilizes information it receives from Website visitors.

#### Information Collection and Use

HEAD respects the privacy rights of Website visitors. HEAD collects personal information concerning Website visitors only in connection with product orders, contests or sweepstakes, consumer surveys, product warranty registrations, site membership registrations or submitting emails to HEAD. Such personal information may include your name, address, date of birth, email address, daytime phone number, credit card information or other information.

You agree that HEAD may use the information that it collects from you when you participate in any of the above noted events for one or more of the following purposes:

- To fulfill a product order
- To administer a contest, survey or promotional offer;
- To reply to a visitor's email;
- To respond to a customer service request;
- To send information by email to registered site members;
- To fulfill contest prizes or promotional offers; and
- To track or verify compliance with HEAD policies as well as federal, state or local laws.

When HEAD intends to use your personal information other than in administering your account or warranty-related purposes, HEAD will inform you of this at the time that the personal information is requested and provide you an opportunity to opt out of such usage. For example, if you win a prize in a HEAD contest, HEAD may want to post your name on the Website but will give you the opportunity to opt out.

#### Links and Information Gathered by Others

You should be aware that when you are on the Website, you could be directed to other sites that are beyond HEAD's control. There are links to other sites from the Website that take you outside our service. These other sites may collect data or solicit personal information from you. HEAD is not responsible for any information that you choose to provide on another website.

#### Sharing

We do not sell or otherwise share with outside parties your personal information unless we provide you with advance notice. "Outside parties" do not include affiliated companies of HEAD, HEAD's Website hosting partner or other parties who conduct HEAD's business as long as those parties agree to keep all such information confidential.

#### Cookies and Do Not Track Headers

The Website, as do most major web sites, uses "cookies." Cookies are small bits of information that a website transfers to your computer's hard drive for record-keeping purposes while on the website. Cookies facilitate your "web surfing" by saving your passwords, purchases and preferences based on your previous activity on a website. You can choose to have your computer warn you each time a cookie is being sent or you can choose to refuse all cookies. You do this through your browser. However, if you choose to refuse cookies, some areas of the Website will not function properly. Note that our Website may not recognize or respond to Do Not Track headers from web browsers.

#### Updates

If we are going to use your personal information in a manner different from that stated at the time the personal information is collected, we will notify you by email. You will then have the choice whether or not we may use your personal information in this different manner. If we decide to change our privacy

policy, we will post a notice on the Website informing users of the change. Any changes in policy will apply only to information collected after the effective date of the change.

#### Children's Privacy

Our Website is intended for a general audience and is not directed to children under the age of 13. We do not knowingly collect personal information from children under the age of 13. Please contact us immediately using the information below if you believe we may have collected information from your child so that we can remove such information from our files.

#### Security

We take what we deem to be appropriate physical, organizational and technical security measures to protect your personal data from loss or theft as well as from unauthorized access, transfer, reproduction, use or modification. When you enter sensitive or personally-identifying information on our Website, we encrypt that information using secure socket layer technology (SSL). However, no method of transmission is 100% secure and while we use commercially reasonable means to protect your personal information, we cannot guarantee its absolute security.

#### Contact

If you have inquiries or complaints and/or other questions relating to the processing of personal data, please feel free to send us a letter to HEAD Penn Racquet Sports, Attention of: Customer service, 306 South 45th Avenue, Phoenix, AZ, 85043, USA or an e-mail to the following address [askus@us.head.com](mailto:askus@us.head.com).

This Privacy Policy Statement pertains only to personal information collected through the Website and not to information collected by other means.

#### **Applicable Law**

These General Terms and Conditions will be construed in accordance with the substantive laws of state in the United States in which the internet order is placed, without giving effect to its conflicts of laws principles. Any claims, actions or proceedings related to these General Terms and Conditions must be brought in the United States District Court for the District of Colorado. By ordering products from HEAD's online shop, you agree to submit to the jurisdiction of said Court in all respects.

#### **Language**

The contract language is English.

Dated: January 2016