

Terms and Conditions

These Terms and Conditions shall apply to customers based in the Canada.

Please read these Terms and Conditions carefully before purchasing goods on the website www.head.com/CustomMade (this “Website”). By purchasing goods from this Website, you automatically agree to these Terms and Conditions, whether or not you have read them. If you do not agree to these Terms and Conditions, do not make a purchase on this Website.

This Website is provided to you by Head Sport GmbH – Wuhrkopfweg 1, A-6921 Kennelbach, Austria (“HEAD” or “we”, and “us” and “our” will have a corresponding meaning.)

These Terms and Conditions represent a binding contract between you and us. Please print a copy for your records

Order Process and Conclusion of this Contract

The order process through this Website 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. If we reject your offer, we will send you an email to this effect. 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 fulfill your order for any reason, we shall notify you by e-mail.

You guarantee, represent and warrant 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 fulfillment without having to provide a reason.

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 this 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 authorization, or that such unauthorized 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 colors 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 and you will not be charged for the purchase.

While we reserve the right to refuse your request for our products, you acknowledge that you are solely responsible for the commissioned work. You guarantee, represent and warrant 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 represent, warrant and covenant that this personalization does not violate any intellectual property rights of any third party whatsoever and agree to indemnify HEAD in connection with any allegation or claim that such personalization violates the intellectual property rights of any third party. To the extent that you may hold intellectual property rights in the commissioned product (including any personalization), 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 personalization, for instance to copy, process, amend, present in public, digitalize, 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 personalization 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 under applicable laws, In this case please contact CustomMade@shop.head.com in writing, call us at 00 800 10103030, send a fax to +43 5574 608 311, or send a letter to Head Sport GmbH, Wuhrkopfweg 1, A-6921 Kennelbach, Austria.

You may have additional rights under applicable Canadian laws. HEAD will respect all such applicable Canadian laws, and this “Head Custom Made Products” paragraph is subject to such applicable Canadian laws.

Rates, Shipping Charges

All rates include all taxes, including sales tax and fees, as well as shipping charges where these are not indicated separately. All amounts referred to on this Website for orders placed by Canadian customers are in Canadian Dollars.

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 finalized.

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 duties and brokerage fees incurred.

TNT acts as our transportation company.

Revocation of an Order and Returns Information

Right to Cancel for Customers:

You may cancel 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), 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 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 preprinted 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 authorization 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, ph 00 800 10103030, fax +43 5574 608 311, with any questions.

You may terminate the contract online or by e-mail to service@shop.head.com or by letter to:

Head Sport GmbH, attention of: Customer Service Team, Wuhrkopfweg 1, A-6921 Kennelbach, Austria.

You may have additional cancellation rights under applicable Canadian laws. HEAD will respect all such applicable Canadian laws, and this “Right to Cancel for Customers” paragraph is subject to such applicable Canadian laws.

Consequences of Cancellation

To cancel your contract with us, the goods received must be returned. 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 obligation shall be fulfilled within fourteen (14) days from receipt of the cancellation 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.

You may have additional rights under applicable Canadian laws. HEAD will respect all such applicable Canadian laws, and this “Consequences of Cancellation” paragraph is subject to such applicable Canadian laws.

When Your Order Cannot be Cancelled

You will not have the right to cancel any order that were manufactured according to your specification, e.g. “Head Custom Made” products, or products that have been clearly customized according to your personal requirements, or whose sell-by date has been exceeded.

You may have the right to cancel such orders under applicable Canadian laws. HEAD will respect all such applicable Canadian laws, and this “When Your Order Cannot be Cancelled” paragraph is subject to such applicable Canadian laws.

Additional Provisions Regarding Cancellation and Returned Goods

After placing your order, you do not have the option of cancelling or returning personalized 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 these Terms and Conditions.

This Website 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 color/size.

We shall reimburse you for the original sale price of the returned product/goods, deducting any dispatch costs as outlined in the “Revocation of an Order and Returns Information“ paragraph.

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.

You may have additional rights under applicable Canadian laws. HEAD will respect all such applicable Canadian laws, and this “Additional Provisions Regarding Cancellation and Returned Goods” paragraph is subject to such applicable Canadian laws.

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 statutory or national holidays in Austria 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 this 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

MasterCard Credit

PayPal®

Prepayment

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

You authorize HEAD and its processing service providers to charge your applicable credit card or PayPal account for the full amount payable by you for your purchase.

Warranty

You may have warranty rights under applicable Canadian laws. HEAD will respect all such applicable Canadian laws. Reclamations made on the basis of these statutory warranty rights may be directed to the following address:

Head Sport GmbH, attention of: Customer Service Team, Wuhrkopfweg 1, A-6921 Kennelbach, Austria, 00 800 10103030, fax +43 5574 608 311, e-mail service@shop.head.com.

Concerning our Head Custom Made products please contact us at:

Customer Service Team, by e-mail to CustomMade@shop.head.com, ph 00 800 10103030, 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, 00 800 10103030, fax +43 5574 608 311, e-Mail: service@shop.head.com.

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 , 00 800 10103030, fax +43 5574 608 311, or send a letter to Head Sport GmbH, Wuhrkopfweg 1, A-6921 Kennelbach, Austria.

Privacy

Please review our [Privacy Policy](#) which describes the collection, use and disclosure of your personal information on this Website and print a copy for your record.

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.

Links to Other Internet Pages

Where we refer or provide links to third-party websites from this Website, you agree that we will not have any responsibility or liability, and provide no warranties, conditions or guarantees, whatsoever including 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 privacy practices and data protection regulations, you should read the privacy statements of these websites separately. All such third party websites will also be subject to their terms and conditions and it is your responsibility to review them.

Disclaimers

OTHER THAN AS EXPRESSLY STATED HEREIN, HEAD MAKES NO LEGAL, EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, AND PROVIDES NO LEGAL, EXPRESS OR IMPLIED CONDITIONS, WITH REGARD TO ANY PRODUCTS PURCHASED ON THIS WEBSITE WHICH INCLUDE CUSTOM PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HEAD DISCLAIMS ALL LEGAL, EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES RELATING TO ANY PRODUCTS PURCHASED ON THIS WEBSITE INCLUDING CONDITIONS AND WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY QUALITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR CONCERNING THE SAFETY, TRUSTWORTHINESS OR ABILITIES OF ANY PRODUCT PURCHASED ON THIS WEBSITE, WHETHER ARISING BY LAW, CUSTOM, USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE. YOU AGREE THAT YOU ARE FULLY RESPONSIBLE FOR YOUR CHOICE OF PRODUCT (INCLUDING THE WEIGHT OR SIZE OF THE PRODUCT SELECTED BY YOU) AND HEAD DISCLAIMS ALL RESPONSIBILITY IF THE PRODUCT SELECTED BY YOU IS NOT SUITABLE FOR YOU OR CAUSES YOU ANY PERSONAL INJURY.

THE ABOVE PROVISION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS.

Limitation of Liability

YOU AGREE THAT IN NO EVENT SHALL HEAD BE RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES WHATSOEVER IN CONNECTION WITH THESE TERMS AND CONDITIONS AND/OR ANY PRODUCT PURCHASED ON THIS WEBSITE. HEAD'S AGGREGATE TOTAL LIABILITY UNDER THESE TERMS AND CONDITIONS AND IN RESPECT OF ANY PURCHASE MADE ON THIS WEBSITE SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY YOU TO HEAD IN RESPECT OF SUCH PURCHASE. THE FOREGOING LIMITATIONS AND EXCLUSIONS SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, AND SHALL APPLY EVEN IF HEAD HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING THE FOREGOING, HEAD SHALL NOT BE RESPONSIBLE FOR INJURIES TO PROPERTY OR TO YOU OR OTHERS (SUCH AS TENNIS ELBOW) RESULTING FROM THE USE OF ANY PRODUCT PURCHASED BY YOU ON THIS WEBSITE.

THE ABOVE PROVISION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS.

Applicable Law

These Terms and Conditions are governed solely by the laws of Ontario and the laws of Canada applicable therein, and where your Canadian province of residence requires that the laws of such province to apply, by the laws of such province. You and us expressly exclude

the application of the United Nations Convention on Contracts of International Sale of Goods. Disputes arising from or in relation with these Terms and Conditions (including non-contractual disputes), are governed by the exclusive jurisdiction of the courts of Ontario, except where the laws of your Canadian province of residence requires that the courts located in such province to apply, in which case the jurisdiction of such courts.

General

No failure on the part of HEAD to enforce any part of these Terms and Conditions shall constitute a waiver of any of HEAD's rights under these Terms and Conditions. Receipt of any funds by HEAD or the reliance of any person on HEAD's actions shall not be deemed to constitute a waiver of any provision of these Terms and Conditions. Only waivers signed by authorized representatives of HEAD shall be binding on HEAD. If any provision of these Terms and Conditions is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. You may not assign these Terms and Conditions and/or your order, in whole or in part, without the prior written consent of HEAD. HEAD may assign these Terms and Conditions or any rights hereunder without your consent and without notice. The provisions of these Terms and Conditions dealing with "Disclaimers", "Limitation of Liability", "Applicable Law", "General", "Entire Agreement" and "Language" and the representations, warranties, covenants and indemnification provided by you in "Head Custom Made Products" shall survive the cancellation of your order.

Entire Agreement

These Terms and Conditions and your invoice/order constitute the entire agreement between you and HEAD with respect to your purchase on this Website and supersede all previous agreements, understandings and representations relating thereto.

Language

It is the express wish of the parties that these Terms and Conditions and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que tous les documents y afférents soient rédigés en anglais.

Date: December 2013