

GENERAL TERMS AND CONDITIONS

1. General provisions

Please read these General Terms and Conditions carefully before purchasing goods on the website www.head.com. By purchasing goods from this website, you automatically consent to these General Terms and Conditions.

2. Order process and conclusion of this contract

- 2.1. The order process via our on-line shop consists of several steps. First, you select the desired goods. Second, you must provide your customer data, including the billing address and delivery address (if different). Third, you must select the payment method. At the end, you can check all the information provided (e.g. name, address, payment method, ordered goods) and correct that information if necessary before placing your order with us by clicking on "Buy now" and thus confirming it.
- 2.2. By placing your order, you made a binding offer towards us to conclude a contract with you. We may accept this offer by sending you an order confirmation via e-mail or by delivering the ordered goods. A sales contract shall only be considered to be concluded after we have sent an order confirmation via e-mail or after the ordered goods have been delivered to your address. Our order confirmation will be sent to the e-mail 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 and data protection and a cancellation policy.
- 2.3. If, for any reason, we are unable to fulfil your order, we shall notify you by e-mail.
- 2.4. You must guarantee that all the information you provided to HEAD in your enquiry or in your order is correct and complete. HEAD shall not be obligated to accept orders but shall have the right, at any time and without giving reasons, to examine orders in advance and to reject them.

3. My account

- 3.1. On the condition that you provide all required data during the order process, you may place orders with us without setting up a personal user account. However, you also have the possibility to set up your personal user account with a password. This means that your personal data will be saved and you need not enter your information 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 an account and would like to find out how to set one up.
- 3.2. 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. Furthermore, 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 required 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 prior authorisation or that such unauthorised use is likely.

4. Tracking your order

You can track your order using the tracking number provided in the order confirmation e-mail. You may access the website of our courier services provider which contains up-to-date information on your order and the delivery.

5. HEAD Custom Made Products

- 5.1. For the creation of HEAD Custom Made products, you can provide a combination of letters and change the colours of a product and possibly change other features. This option is available for certain products only. Although we accept the majority of "Head Custom Made" orders, we are unable to accept all of them. Some orders may contain materials which we consider to be inappropriate or which we are unwilling to combine with our products. While we reserve the right to reject your order for the personalisation of our goods, you agree that you will be exclusively responsible for the commissioned work. If, at our discretion, your order is not acceptable, we shall have the right to reject your order or to cancel your purchase at a later time; in this case, you will be informed by e-mail.
- 5.2. You shall guarantee that the personalisation of our products according to your order does not violate any third-party rights and that you are entitled to assign this right to us. You shall agree that no intellectual property rights result from your personalisation. If you have intellectual property rights, these will be transferred to us. To the extent to which such transfer is invalid, you shall grant us an exclusive and limited licence free of charge to use your personalisation as well as to copy, process, amend and present it in public, to digitalise, produce and to distribute it as well as the right to sub-license this right (or parts of it).
- 5.3. You agree that you have no right to assert any claim against us or other parties if personalisations identical or similar to yours are used or planned by others.
- 5.4. Please consider a measuring tolerance of +/- 1mm/0.04 inches and +/- 1gr/0.04oz for our HEAD Custom Made racquets. All measurement values are based on the conversion from the metric system. The measurement values are based on measuring devices which we use at our Kennelbach production site in Austria.
- 5.5. Since this is a custom-made product manufactured on the basis of your specifications, you have no right to revoke, cancel or return your order. Any legal warranty rights shall not be affected by this.

6. Prices, shipping charges

- 6.1. All prices include all taxes, including sales tax and fees, where these are not separately indicated.
- 6.2. HEAD calculates delivery and shipping charges separately for each delivery address. Charges to be paid by you for delivering your order will be shown to you before we ask you to confirm your order. Please note that prices for our HEAD Custom Made articles will vary. Prior to order confirmation, we will provide detailed information on the price calculation and the final price for your goods. The total shipping charges will be automatically calculated and shown to you before the order process is finalised.
- 6.3. In case of deliveries to countries which are not part of the European Economic Area, all relevant import and export expenses as well as all possible charges and fees must be borne by you.

7. Delivery conditions

- 7.1. On our website, you will find information on the availability and delivery time of products which are sold by head.com (e.g. on the respective product detail page). We would like to point out that all information on product availability are only estimates and approximated values. If during the order processing, HEAD notices that the products ordered by you are not available, you will be informed about this in a separate e-mail. Your legal rights shall not be affected by this.
- 7.2. You shall bear all costs resulting from unsuccessful delivery if it is impossible to deliver the goods to you because they are too big for your house or flat entrance door or for the staircase, or because you were not available at your provided delivery address, even though you had been informed about the time of delivery in good time.

8. Transfer of risks

In case of contracts under which we deliver goods to you, the risks relating to loss or damage to the goods shall always be transferred to you once you or a third party appointed by you who is not the haulage contractor have taken possession of the goods. Irrespective of your rights vis-à-vis the haulage contractor, once the goods are handed over to the haulage contractor the risk shall be transferred to you if the haulage contractor was commissioned by you to transport the goods and this option was not offered by us.

9. Payment conditions

- 9.1. Ordered products must be paid for in full before such orders will be delivered to you. We accept the following payment methods:
- Visa credit cards
 - MasterCard credit cards
 - PayPal®
 - Prepayment
- 9.2. If, for any reason, the amount payable for your order cannot be collected, your order will be cancelled.

10. Revocation of orders and return information

10.1. Right of revocation

- 10.1.1. The revocation period is two weeks. You have the right, without giving reasons, to revoke the contract within fourteen (14) days from the day when you or a third party appointed by you who is not the haulage contractor took possession of the goods.
- 10.1.2. To execute your right of revocation, you must inform us (HEAD Sport GmbH, -attention of “Customer Service HEAD”, Schweizer Strasse 96/Halle 4, A-6830 Rankweil, Austria, or by fax to +43 5574 608 311 or by e-mail to: service@shop.head.com) in due time of your intention to revoke this contract. For this purpose, you may use the revocation form template which is available on our website; however, this is not mandatory.
- 10.1.3. Sending notification of exercising the right of revocation before the cancellation period ends is sufficient for the compliance with the cancellation period.

10.2. Consequences of revocation

- 10.2.1. If this contract is revoked, we will reimburse to you all payments for the purchased goods which you have returned (including regular delivery costs, but excluding higher delivery costs resulting from choosing a special delivery form). Such reimbursement shall occur immediately or, subject to the situations mentioned below, within fourteen (14) days at the latest from the day we receive your notification of revocation. For this refund, we will use the same means of payment which you used for the original transaction, unless we expressly agree upon something else with you. We will under no circumstances charge any fees to you for such reimbursement. We have the right to deny a refund until you have returned the goods to us or until you provided us with evidence that you have sent the goods back, whichever is earlier.
- 10.2.2. You must immediately, or, in any case, within fourteen (14) days at the latest return the goods from the day when you notify us of the cancellation of the contract. The term is deemed complied with if you ship the goods before the end of the term of fourteen (14) days.
- 10.2.3. The direct cost of returning the goods shall be borne by you. However, if you want to return the goods free of charge, please contact our customer service at service@shop.head.com; they will provide you with a prepaid return label from our courier services provider which is absolutely required to return goods free of charge. Please put the article(s) into a box, attach the prepaid return label so that it is clearly visible on the upper side of the box and post the package at the nearest office of our courier services provider.
- 10.2.4. You shall be responsible for handling the goods with due care and shall be liable for damage caused by you. We reserve the right to claim damages for returned goods which were used or damaged in any other way by you. You will be required to compensate a loss in value if this loss in value can be traced back to a use by you which was not necessary for checking the quality, features or functionality of the goods. We expressly reserve the right to deduct all damages/losses in value from amounts which we must reimburse to you (set-off).
- 10.2.5. Our online shop does not offer the possibility to directly exchange ordered goods. If you do not wish to keep your goods, please send a notification of revocation as well as the goods back to us according to our return information and simply place a new order to receive the selected goods in another size or colour.

10.3. **Exclusion of the right of revocation**

The right of revocation does not apply to contracts regarding

- the supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the withdrawal period;
- the supply of goods made to the consumer's specifications or clearly personalised;
- the supply of goods which are liable to deteriorate or expire rapidly;
- the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
- the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items;

- the supply of alcoholic beverages, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place after 30 days and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;
- the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;
- the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications.

11. Customer service

If you have any questions, comments or complaints relating to your ordered goods, please contact us at

- HEAD Sport GmbH, attention of: “Customer Service HEAD”, Wuhrkopfweg 1, A-6921 Kennelbach, Austria, e-mail: service@shop.head.com, fax no. +43 5574 608 311, phone number 00 800 10103030.

If you have any questions, comments or complaints relating to HEAD Custom Made products, please contact us at:

- HEAD Sport GmbH: “Customer Service HEAD”, e-mail: Custom-Made@shop.head.com, phone number 00 800 10103030., send a fax to +43 5574 608 311 or simply send a letter to HEAD Sport GmbH, Wuhrkopfweg 1, A-6921 Kennelbach, Austria.

12. Warranty and Liability

12.1 When ordering goods from this website, please note the general information and the special information for the respective product (in particular, but not limited to information on features, selection, maintenance and use of products as well as security of products) displayed on our website as well as the instructions contained in our manuals.

Skiing and snowboarding are hazardous activities. The sport of skiing/snowboarding and the use of ski/snowboard equipment involve a risk of injury to any and all parts of the body. Bindings should be mounted, adjusted and maintained (annually or after every 15 to 20 days of use) and ski/snowboard boots should be fitted to the bindings only by certified ski/snowboard mechanics in accordance with the manufacturer’s specifications (see Technical Manual). Nevertheless the use of such bindings cannot guarantee the skier’s/snowboarder’s safety or freedom from injury while skiing/snowboarding.

12.2 Warranty is based on legal provisions. Complaints on the basis of legal warranty claims may be asserted on presentation of proof of purchase with the customer service mentioned above.

12.3 Our liability shall be limited, to the greatest extent allowed by law.

12.4 Any damage caused by abuse or improper use, adjustment or maintenance as well as normal wear and tear is not covered.

In no event shall we or our agents be liable for incidental or consequential damages, whether the claim is based upon contract, warranty, negligence or product liability, including, without limitation, loss to property other than the product itself, loss of use of any property, or other economic losses. Neither we nor any distributor or dealer shall be liable for contribution or indemnification, whatever the cause.

13. Data protection

Please also consider in this context the data protection provisions which are accessible on our website.

If provisions contained in these General Terms and Conditions and in the downloadable data protection provisions are contradictory, the more recent provisions shall be applicable.

13.1. Data processing

- 13.1.1. In case of sales contract initiation, conclusion, processing and rescission, we will acquire, save and process data in compliance with legal provisions.
- 13.1.2. All personal data which you provide to us in the framework of the website use will be used in compliance with our data protection provisions.
- 13.1.3. When visiting our website, the current IP address of your computer, the date and time, the browser type and the operating system of your computer as well as all pages which you visited will be recorded. However, this information does not enable us to track personal data, nor do we intend to access such data.
- 13.1.4. Personal data with which you provide us with when placing an order or when sending an e-mail (such as your name and contact information, but also other personal data which are saved in relation to "HEAD Custom-Made" orders) are exclusively used to communicate with you and will only be processed for the purposes for which they were provided. We will forward your payment information to the financial institution which was commissioned with processing the payment.
- 13.1.5. We guarantee that your personal data are exclusively used for manufacturing, order or delivery processes relating to your goods and that they are not handed over to third parties, unless we are obligated to do so on a legal basis or if you agreed to this in advance. If we use third-party services to execute and process all handling processes, we will comply with the relevant data protection provisions.

14. Applicable law/jurisdiction

13.1. If not expressly otherwise stipulated by law, these General Terms and Conditions shall be exclusively subject to Austrian law; the UN sales convention (United Nations Convention on Contracts of Internationals Sale of Goods) we well as any reference provisions shall be excluded.

13.2. Legal disputes arising from or in relation to these General Terms and Conditions (including non-contractual disputes) shall be subject to the non-exclusive jurisdiction of Austrian courts on the condition that this does not violate the statutory right of other parties to initiate proceedings before another competent court on the basis of applicable procedural rights.

However, in case of disputes we shall have the right to initiate proceedings against you before the court which is competent for your place of residence.

Dated: May 2018