

Terms and Conditions

Summary

All information and materials, including photographs, images, designs and videos, written and visual, that are a part of the site are trademarked, copyrighted, and/or intellectual property-owned, controlled, or licensed, by Heini Sports Apparel, India. All information presented on the site is for noncommercial use by our customers. All items taken, either downloaded or copied, from the site are for personal use only. You may not reproduce the contents of our site, and the site as a whole, are intended solely for personal, noncommercial use (other than for the purchase of merchandise from our site) by the users of our site. You may download or copy the contents and other downloadable materials displayed on the site for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the contents, the site, or any related software. Terms and conditions may change on Heini sports and Heini custom Design. The use of the site after any such change institutes agreement to be bound by the terms and conditions as presented. All custom cycle wear orders are accepted on a first-come-first-serve-basis. Please place your order early. We reserve the right to cancel and/or limit any purchases made by said person or organization.

Payment Terms

All **50%** deposit is required for all custom orders before the design process has begun and 50% after product has finished being produced and before it has been shipped out. 100% Advance for the orders placed by online configurator. Balance must be prepaid with a VISA, MasterCard, check or money order payable to Heini Sports apparel. Any fees that have been applied after the original 50% deposit will be added to the second deposit in full.

Orders will not be processed until the deposit has been received.

From time to time or pricing may change and can be different to what is shown on our website, if this is the case you will be told in the initial free consultation before any invoice is produced or payment is made

Once artwork has begun, any deposit that has been paid will not be refunded.

Fit Kit Terms

Fit kits are available for sizing purposes. We will need a valid Visa, Master Card account before shipping. The billing information must match the given card information on this document. If the fit kit is not returned within fifteen business days, a penalty of 2000 INR per item will be charged. If returned after fifteen days, a 20% restocking fee will be charged. If the fit kit is returned damaged, dirty, or worn for anything other than sizing, a 20% fee will be added. Heini Sports will pay for First Class Shipping to and from the customer.

Art Policy

All uploaded logos or designs must be vector images in .AI or .EPS format or a high resolution, above 300dpi, .JPG, .PSD, or .TIF. We offer logo redesigns so the image shows up clearly and is not pixelated. The cost of a redesign will be based upon time taken to design. We will need have approval before redesigning or charging one's account. The manufacturer's logo will appear on all custom garments. All artwork remains the sole property of Aero Tech Designs, who reserves the right to resell all uniform designs.

Customer Supplied Logos and Graphics

All logos and graphics supplied by the customer must be in a print-ready format. Print-ready formats are vector based graphics, typically in .ai, .eps or .pdf formats. All text must be outlined. Any jpeg's must be a minimum of 150dpi and sized appropriately. Heini is not responsible for poor print quality of logos or graphics supplied in formats or sizes that are not suitable for print. By supplying Heini with logos and/or graphics, the customer agrees that they have permission from the company or companies represented to use the logos and/or graphics supplied. Heini may rebuild raster graphics, when possible, billed at a standard rate of 250INR per logo.

Art Approval

Upon customer approval, the customer acknowledges that additional changes may not be permitted. If changes are permitted, the customer also acknowledges that there will be a delay in delivery. This delay will vary depending on the change(s) to be made and current production volume.

General Art Information

For most orders, Heini prints using a state of the art digital print process that allows the use of a nearly unlimited number of colours. Heini prints in CMYK, but will make a best effort to match PMS Colours. No guarantee is made that printed colours will be a perfect match to PMS Colours. Heini prints all designs in one scale and cuts to size. As a result, variations in the design and relative scale of each design may be present from size to size. Heini cannot guarantee that design elements that cross seams will align when printed and sewn.

Colors

Some color variation may occur. We have made every effort possible to accurately display the colors of our printed products that appear on the site and in design layouts. We cannot guarantee that your personal monitor's display of any color will be accurate compared to the final printed color. Some slight color variation may also occur if various fabrics are requested.

Delivery Conditions and Partial Delivery Provisions

The projected delivery period for Custom Products is approximately 2-3 weeks after receipt of the order confirmation. If an Express Service has been agreed the delivery time will be individually agreed with the respective Customer. For stock items from the (online) shop, the delivery period shall be 3-8 working days subsequent to receipt of the order. In the event that an order is not completely available for shipping, we reserve the right to make a partial delivery at our expense,

Orders will be shipped after customers balance is paid in full.

Changes in Design

Client understands the possibility of error. Once the artwork has been approved, no design or order changes will be accepted. No exceptions will be made. If the design received was not what the customer has approved, then Heini Sports will reproduce the correct garment.

Cancellations

Heini Sports is not responsible for replacement or refund. All sales are final. Customers that refuse or cancel orders after Heini Sports has received the deposit and received the signed quote, will forfeit

the 50% deposit. Customers that refuse or cancel orders after Heini Sports has received the second deposit and received the signed invoice approving design, will forfeit the second 50% deposit. All goods will remain the property of Heini Sports until paid in full and shipped. The agreement is in effect unless terminated by the customer or Heini Sports.

Warranty

All garments come with a warranty against manufacturer's defects. The manufacturer reserves the right to repair or replace a defective item. Custom clothing is not returnable or refundable. We are Heini Sports Designs, and we will make you more comfortable on your bike. Our cycling apparel is made in the India at our location, right outside Coimbatore, TN. We make our clothing in real sizes for real people. We are here to make your bike riding experience more pleasurable. If you have any questions, please do not hesitate to ask. We can be reached by phone at 9944977699 or email at hello@heinisports.com. . Have fun out there. We'll see you on the road!

Product Labelling, Promotional Rights, and Right of Use

All products provided by Heini will on principle be furnished with

- one or more externally visible HEINI logo(s) and/or lettering
- one or more externally sewn on and visible HEINI labels containing a logo and/or text
- one or more internally sewn-in labels with the HEINI logo and/or lettering

In addition to the above, HEINI reserves the right to brand any materials or textiles e.g. rubber or zip fasteners with its own logo and/or text.

Heini shall be entitled to present any products it has produced in its own online-shop, (online) catalogues and any other product descriptions, documents or advertisements, regardless of their format (electronic or print) as well as at, exhibitions.

Heini Sports can use its Customers as references in any medium. This includes referring to and explicitly using any designations or logos that might be protected under copyright law. Heini is not obliged to make such references, however. The Customer is allowed to limit or prohibit such references.

In the event of a faulty production or an overproduction of an order, Heini shall have the right to use these excess products as samples for other Customers or for internal research and development purposes.

Court of Jurisdiction – Place of Fulfilment

According to these General Terms and Conditions the contractual agreements between the parties are subject to the law .Any dispute shall be raised in the court of law in Coimbatore Judicial only.