

TERMS OF USE

General

1. The use of masculine pronouns in these terms of use is purely for convenience, and all conditions are intended to refer to both genders.
2. The website www.haken.design and/or www.haken.co.il (hereinafter: the "Website") serves as a virtual store operated by "HAKEN" ("הַקֵּן") (hereinafter: the "Website Owners") and offers products to Internet surfers for sale through the Website and/or by telephone.
3. Use of this Website and purchase of a product offered for sale constitutes consent of the Website surfer (hereinafter: the "Customer") to accept and act in accordance with these terms of use. Therefore, the Customer must thoroughly read these terms of use, and if the Customer does not agree to the terms and conditions of these terms of use, the Customer requested to refrain from using the Website.
4. The provisions of these terms of use shall apply to any use and purchase by the Customer on the Website, and it shall form the legal basis between the Customer and the Site Owners. Accordingly, any person placing an order and/or making a purchase through the Website declares that he has read these terms of use, and that he agrees to all the provisions and conditions of these terms of use, and that he and/or anyone acting on his behalf shall not have any complaint and/or demand and/or claim against the Website Owners and/or its operators in any matter pertaining to the provisions and conditions of these terms of use.
5. The Website Owners reserve their right to alter these terms of use from time to time at their sole discretion, without having to give any notice and/or prior notice.
6. All prices on the Website appear on the products and are denominated in new shekels/dollars, euro. Prices include VAT, if applicable by law, and do not include shipping fees.
7. Import duties, surcharges and any other charge may be imposed upon receipt of the order in countries outside Israel. We have no control over these taxes and duties as they are determined by the customs authority in the destination country and depend on various factors, such as country of origin, domestic VAT rate, import duties, etc. It is the Customer's responsibility to make these payments should they be required by the local authorities.
8. The appearance of various products on the Website require the Website Owners to keep inventory of all the items appearing on the Website.
9. The Website Owners do their utmost to ensure that the information presented on the Website will be complete and precise, but it should be clarified that it might contain inaccuracies or errors made in good faith. In such case, the Website Owners shall not bear any liability stemming therefor and/or connected thereto.
10. The Website Owners may from time to time update prices of products on the Website and shipping rates, without having to give prior notice. The effective price for the order placed is the price published upon completing the order process (including the submission of credit card details). If the prices were updated before the order process has been completed, the Customer will be charged according to the updated prices.
11. The Website Owners may offer specials, bonuses and discounts. Nonetheless, they are entitled to discontinue specials, bonuses and discounts at any time, and replace them or change them, without having to give prior notice to this effect. Moreover, it could be that the specials on the Website do not apply to purchases at the Website Owner's physical store or other locations where the products are sold. This also applies vice versa – it could be that specials at physical stores do not apply to the Website.

Eligibility to use the website

12. The Customer must be someone who holds a valid ID card or valid passport or any corporation that is duly incorporated and registered.
13. The Customer may order products, provided he is the owner of a valid means of payment of a credit card company that enables executing purchases on websites and/or by telephone.
14. The Customer must be over 18 years of age; otherwise, the order may be placed with the involvement of a parent or legal guardian.
15. The Customer must have an e-mail address on the Internet.
16. The Customer must have a mailing address for receiving the products he has ordered.
17. Without derogating from the aforesaid, the Company may prevent the Customer from placing orders on the Website in each of the following cases:
 - a. The Customer has committed an unlawful act and/or has violated statutory provisions;
 - b. The Customer has breached the conditions of these terms of use;
 - c. Upon placing an order, the Customer has deliberately given incorrect details;

- d. The Customer has committed an act or omission that can harm the Website or interrupt the proper operation of the Website and/or anyone acting on its behalf.
- e. The Customer intends to sell and/or market the product and/or the products he ordered to a third party and/or to continue to trade with it.

Ordering a product

18. For each product offered for sale on the Website, there is a product page displaying the product, including details on the product, color, size, price, etc.
19. To purchase a product by Website:
 - a. The product should be selected from the product page or from the list of products and added to the shopping cart. After adding all products to the shopping cart, the user will enter all the necessary details on the online form at the designated places, including all details needed for payment and product shipment.
 - b. Filling out all the aforesaid necessary details for purchasing a product via the Website will be deemed ordering the product by the Customer (hereinafter: the "product order").
 - c. When the product order is entered in the system, the Customer will receive an e-mail notice confirming that the product order has been received. This notice does not constitute confirmation that the product order has been placed and is not binding upon the Website Owners in any form.
 - d. The computer records of the HAKEN Website on transactions carried out through the Website will serve as prima facie evidence of the correctness of the transactions.
 - e. Submission of false details is a criminal offense, and anyone doing so is liable to criminal and/or civil proceedings.

Payment

20. Upon receiving the product order, a check will be run whether the product requested by the Customer is in stock. If the product is in stock, the system will check the credit card details submitted by the Customer with the credit card company.
21. Only after confirmation of the Customer's details and the transaction by the credit card company, and provided the product is in stock, will the product order be confirmed and HAKEN will act to supply the product.
22. The Customer will be charged for the product through the credit card only after the credit card company approves the transaction.
23. If confirmation has not been received to execute the transaction through the credit card and/or the products ordered are not in stock, then the Website Owners are entitled not to supply the products ordered, and in such case the Customer will not have any complaint and/or demand and/or claim against the Website and/or the Company and/or the Website Owners. In such case, the Customer will be sent an appropriate e-mail notice to the e-mail address entered upon making the order or telephone contact will be established with him.
24. In the event that an error was discovered in the listing of a product price, the Website Owners or representatives on their behalf will contact the Customer placing the order, will inform him of the mistake and the correct price of the product, and the Customer will have the option to decide whether he is interested in purchasing the product at the correct price. If the Customer does not approve the purchase, the transaction will be canceled. In such event, the Customer will not have any complaints and/or demands and/or claims against the Website Owners or its operators in this regard.

Product delivery

25. The delivery date will be determined according to the date of authorization of the transaction by the credit card company.
26. Only when the full consideration has been paid by the aforementioned acceptable means of payment will the product be delivered to the address submitted by the Customer when placing the product order, and according to the product delivery time appearing in "Deliveries" on the Website.
27. Shipping fees are payable upon payment for the product.
28. The Website Owners will not be liable for any delay in delivery and/or non-delivery caused by force majeure and/or events that are not under its control, including strikes and lockouts, computer system failures, etc.
29. If the product ordered is not delivered to the Customer within the period of time specified, the Customer must immediately inform HAKEN according to the contact details appearing on the Website. If the Customer does not wish to wait for the arrival of the product, the Customer will be refunded the money paid for the product subject to and after checking the matter with the shipping company.
30. At the time of the product delivery, HAKEN and/or someone acting on its behalf may require that the credit card holder be present and/or that the credit card holder show an identification certificate and/or that the credit card holder, whose details were provided when placing the order, sign a shipping slip as a condition for the delivery of the product.

31. There may be differences between the photos displayed on the Website and the products actually sold, particularly in terms of color shades.
32. The Customer is solely responsible for ensuring that all the details entered in the Website are complete and precise. HAKEN is not responsible for verifying the Customer's details and/or their correctness. If a product order was returned due to an incorrect detail, the Customer will be charged for handling and shipping fees. The Customer is requested to make sure to fill out complete, precise and current details.

Cancellation of a product order by the customer

33. A notification on the cancellation of the product order, for any reason whatsoever, shall be in accordance with the provisions of the Israeli Consumer Protection Law, 1981.
34. A product order may be canceled and returned from the date of receipt of the product until 14 days from the date of receipt of the product or from the date of receipt of the document containing the details specified in sub-section 14C(b) of the Israeli Consumer Protection Law, 1981, whichever is later.
35. Cancellation of the product order must be done in writing by sending an e-mail notice to the contact e-mail address as appear on the Website. The notice will contain the Customer's details, names of the products, date of purchase, order number and reason for the return.
36. Cancellation of the product order will be subject to the Customer returning the product ordered in its original packaging, intact and/or without defect and/or damage and/or flaw and/or spoilage of any type or kind to HAKEN, at the Customer's expense.
37. Transactions as set out in the Consumer Protection Regulations (Cancellation of a Transaction) may not be canceled.
38. HAKEN may cancel a product order, in whole or in part, at its discretion, and particularly: If a clerical error has been made concerning a detail, if an item is missing from stock and there is no certainty whether the product can be supplied in the future or if the transaction was executed unlawfully or not in accordance with these terms of use. In any case of cancellation, HAKEN will notify the Customer on the cancellation of the product order by one of the channels of communication available to it (sending a notice to the e-mail address specified by the Customer will be deemed delivery and receipt of the notice by the Customer). HAKEN shall not be liable and shall not bear any direct, indirect or other damage which the Customer or a third party may incur due to its cancellation of the order.

Defective products and warranty

39. Defective products purchased will be replaced at the with similar products after the defects have been checked and it has been ascertained that the defect is not due to an act or omission of the Customer. If there is no identical product available, the Customer will be credited in the purchase amount.
40. If the Customer purchased products that are not made by HAKEN, it should be clarified that the liability to customers for any accident, injury or other damage to the Customer or to a third party arising from the Product, its installation and/or assembly will be borne by the suppliers of these products.

Confidentiality

41. HAKEN undertakes that any information submitted by the Customer when placing the order on the Website and/or by telephone will be used for servicing the Customer and no use will be made that the Customer has not agreed to in advance, except for uses naturally stemming from the management of the business and/or statutory requirements. Employees will be given access to the information solely and only for the purpose of servicing the Customer.
42. The HAKEN Website takes customary precautions to maintain the confidentiality of information provided by the Customer when placing a product order. Should there be occurrences not under its control and/or caused by force majeure, HAKEN shall not be liable for damage of any kind which may be caused to the Customer and/or someone acting on its behalf if information is lost and unauthorized use is made.

Limitations on use of website content

43. Any information and/or display appearing on the HAKEN Website, including graphics, design, textual presentation, layout, trademarks in block letters or logo, images and editing and presentation of the above are proprietary to HAKEN.
44. You may not duplicate, reproduce, distribute, publish or use in any other way the content and/or designs and/or images and/or trademarks and/or anything else that constitutes the exclusive property of HAKEN and appears on the HAKEN Website, unless with its prior written consent.
45. All the products appearing on the HAKEN Website are protected by copyright laws.

Law and jurisdiction

46. These terms of use and/or any matter arising therefrom will be interpreted and enforced in accordance with the laws of the State of Israel, and any disputes will be heard, if necessary, by the Court in Israel.

Errors and Omissions Excepted