

## **Website Terms of Use**

### **“Otzar HaSTam” – HaSTam Safed Center Ltd.**

- The “Otzar HaSTam” Website is an Internet Website that runs an online store and offers its customers to purchase various products also available via telephone order.
- The provisions of these Terms of Use apply equally to both sexes and the use of the masculine form is for convenience only.
- Any person purchasing products and/or intending to purchase products via the Website and/or any person surfing the Website and taking part in activity proposed via the Website declares and undertakes that he read the Terms of Use and agrees to its provisions.

### **Terms of Use and Additional Terms**

The customer may order products, subject to fulfillment of the following cumulative conditions:

- Any person over the age of 18 with a valid credit card issued by one of the credit card companies operating in Israel (or with the express authorization obtained from the credit card owner) may submit bids for the purchase of products through the Website.
- The customer is an owner of a valid Israeli identity card or valid foreign passport or a corporation duly incorporated and registered in Israel.
- The customer has a valid Israeli or international credit card issued in Israel or abroad by one of the credit card companies.
- The customer has an email on the Internet and a shipping address in Israel.
- Without derogating from the foregoing, “Otzar HaSTam” may prevent a customer from placing orders on the Website in any of the following cases:
  - The customer has committed an illegal act and/or has violated the provisions of the law;
  - The customer has violated any of the Terms of Use;
  - The customer intentionally provided incorrect details upon placing an order and/or afterwards by phone;
  - The customer has committed an act or omission that may harm the Website or proper operation of the Website and/or anyone acting on its behalf;
  - The customer intends to sell and/or market the ordered product and/or products to a third party and/or continue to trade it.
- The range of products, prices (including shipping expenses) and terms of payment on this Website may change from time to time at the sole discretion of the Company.
- The products are for personal use only and may not be copied, duplicated, sold or used for any commercial use.
- The use of the Website owned by “Otzar HaSTam” shall be governed exclusively by the laws of the State of Israel. The courts in Haifa District shall have exclusive jurisdiction over all matters relating to this document and its associated sites.

- “Otzar HaSTam” does not guarantee that all the products displayed on the Website will be available at all times and some of the products may not be in stock at the time of purchase, in which case the customer is entitled to a full refund and/or the right to choose another product instead.
- A mistake in product description will not oblige “Otzar HaSTam”.
- “Otzar HaSTam” and/or anyone acting on its behalf shall not be responsible for and shall not bear any direct, indirect, consequential or special damage caused to the customer or to a third party as a result of use or purchase by means other than in accordance with these Terms of Use, whatever the cause of claim may be, including loss of income and/or prevention of profits caused for any reason whatsoever.

## **Payment Policy**

- Upon receiving the product order, “Otzar HaSTam” will check whether the product requested by the customer is in stock.
- Upon receiving the product order, “Otzar HaSTam” will examine the submitted credit card details with the credit card company and only after obtaining an approval of the details and the transaction from the credit card company, provided that the products is in stock, the order will be approved and “Otzar HaSTam” will act towards delivering the products.
- In the online store, you can pay by credit card or PayPal via a fast and secure payment system that allows you to pay even if you do not have a PayPal account.
- Should the approval by the credit card company for carrying out the charge due to product(s) purchase not be obtained, “Otzar HaSTam” will send the customer an email accordingly and the product order will not be executed as long as it is not completed as detailed below.
- Should the payment not be settled within seven (7) days, “Otzar HaSTam” will be entitled to cancel the order of the product at its sole discretion.

## **Shipping Policy**

- The product will be shipped to the customer only when the consideration thereof has been paid in full via a credit card as detailed above, to the address specified by the customer at the time of ordering the product, on the date indicated on the product page, unless otherwise written on the Website.
- The times of product delivery specified on the product pages refer to business days only (Sunday – Thursday, excluding Fridays, Saturdays, holiday eves and holidays).
- “Otzar HaSTam” will send the products to the customer’s home via Tapuz Delivery Ltd. Delivery times are up to 7 business days in Israel.
- Shipments abroad are up to 21 business days and will be carried out by Flying Cargo Ltd.
- In the case of irregular transportation, the “Otzar HaSTam” Company may charge an additional fee, beyond the payment collected for ordinary transportation.

- “Otzar HaSTam” will not be responsible for any delay and/or setback in delivery and/or for any non-delivery caused as a result of force majeure and/or events beyond its control, including strikes, stoppages, etc.
- Should the ordered product not be delivered to the customer within the period of time specified on the product page, the customer must inform a representative of “Otzar HaSTam” immediately. Should the customer not be willing to wait for the product to arrive, he will receive a refund in the amount paid for the product, subject to clarification with the shipping company and approval of the correctness of the complaint via the computerized records of “Otzar HaSTam”.
- Upon the product delivery, “Otzar HaSTam” and/or anyone acting on its behalf may require the presence of the credit card owner and/or presentation of the credit card owner’s ID and/or the signature of the credit card owner, whose details were provided at the time of ordering the product, via a voucher as a condition for delivery of the product.
- In case of ordering non-stock and custom products, shipping will be carried out up to 30 business days.
- Returned shipping will require the customer to pay an additional shipping fee to re-place the order to the original or different destination.

## **Exchange and Return Policy**

- The customer must check the product upon receipt and report any defect or discrepancy of the product to the ordered product.
- Due to obvious technological reasons, the colors that the user sees on the screen may differ from the colors of the product, which he will receive. Usually, the differences are small and depend on the quality of the user's computer screen. The Website operator makes all the possible efforts to provide a quality product, but will not replace a product for the reason that the colors are not identical to the colors and textures observed by the buyer.
- Notice of a product order cancellation for any reason shall be in accordance with the provisions of the Consumer Protection Law, 5741-1981.
- Product order cancellation shall be carried out in writing by sending an email to “Otzar HaSTam” within 14 days as of product receipt.
- It is possible to cancel the transaction and return a product that has not been used and is in its original packaging within 14 days as of receiving it. “Otzar HaSTam” is entitled to charge cancellation fee at a rate of up to 5% of the product’s price or NIS 100, whichever is lower, provided that the customer has entered all details in accordance with the law, such as credit card and ID details, address and personal details.
- The consumer must return the product to the Company at his own expense.
- Custom products:
- Order of a custom product cannot be canceled after the product has entered the production process and/or has been assembled.

## Warranty

The warranty period is six months from the date the goods are delivered. The warranty does not apply to a fracture or any other wear and tear regarding the product. In addition, there is no warranty for a product that has been damaged as a result of misuse. Any defect in a product of "Otzar HaSTam" originating in writing will be replaced by "Otzar HaSTam".

## Details of service purchaser and Website security

- Upon placing a purchase order via the Website, the purchaser will be required to enter personal details, order details, credit card details, etc. (hereinafter: the "details"). The Website owners and/or any of its operators and/or any of its managers and/or anyone acting on their behalf are not responsible for a mistake made by the purchaser when typing the details. Furthermore, the above shall not be held directly or indirectly responsible for any event in which the purchase details will not be accepted by the system and/or for any technical and/or other problem that may prevent the execution of operations on the Website.
- Typing false information is a criminal offense. Those who provide false details are subject to legal actions, including tort claims for damages that may be caused to the Website and/or Website owners and/or any of its operators and/or managers and/or anyone acting on their behalf. In the event of incorrect typing of details (including the purchaser's personal details), the Company and/or anyone acting on its behalf are entitled to reject the offer.
- The details of a transaction carried out via the Website, including bid details and personal details of the purchaser, will be transmitted via an encrypted electronic security protocol (SSL), acceptable in the field of E-Commerce, to the Company's data processing computer. These details will not be transferred by the Company and Website operators to external parties, except for the credit card company and vendors, which is done only in order to complete the transaction carried out by the purchaser. The Company reserves the right to use the details provided by the purchaser for the purpose of analyzing statistical information and submitting it to other entities. In this case, the data will not personally relate to the one carrying out the action and will not be used to identify him.

## Customer Service

For any question or inquiry, please contact our customer service:

Email: [info@hastam.co.il](mailto:info@hastam.co.il)

Tel.: (972)4-691-2000

We wish you a pleasant shopping experience!

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