

I. Delivery & Returns

Normally, your package will be delivered within 31 working days after you completed your payment to your order and the amount seen on Meskayah account. We ship our packages with österreichische Post AG. If you are not around to take the delivery of your parcel, the carrier will leave a calling card telling you how to collect your package. Alternatively the carrier will try 2 more times to deliver the package. Please note that if the order has been already dispatched, we are unable to change the delivery address and we are not able to ship your package again if you weren't able to collect your package.

If for any reason you are not satisfied with your online purchase, you can return unused articles within 14 days of receipt (on your own expense). The articles must be returned undamaged, clean and with their labels attached.

To return your order, please send the package to the following address and include a short reasoning of why you are sending it back:

MESKAYAH

Ms Meska Emese Modis

Pilgramgasse 10/16

1050 Vienna Austria

Please note that only 70 % of the original price we can send back to you and this transfer will be made within 30 days from the day when we get back from you the article. We transfer the amount to the account you used for the original purchase. Any article sending back to us are on your expense.

II. Terms & Conditions

ARTICLE 1.

Scope

1. These general terms and conditions (hereinafter: the general conditions) govern all contracts, supplies and other services agreed between the customer and Meskayah
2. By placing an order, the customer agrees to be bound by the general conditions.
3. Unless Meskayah has indicated otherwise in writing to the customer, the customer's own general terms and conditions shall not be accepted.

ARTICLE 2.

Entering into an order

1. Meskayah shall confirm the customer's order by e-mail.
Meskayah is entitled to refuse, or impose special conditions upon, a supply, subject to giving reasons. If Meskayah is unable to clearly establish the customer's permanent or temporary address, an order cannot be accepted.
2. Order processes that for whatever reason have been technically or otherwise disrupted before the payment instructions have been completed are incomplete, even if the customer has received an order confirmation. Such an order will in principle therefore not be delivered. Meskayah shall endeavor, however, to contact the customer to complete the payment instructions so that delivery can be made.

ARTICLE 3.

Prices and costs

1. The orders price is the current price at the moment when an order is placed with the webstore. The prices of articles are quoted inclusive of VAT in harmony with the tax regulations of Austria.
2. The prices written in the webstore are include of postage and administration costs.

3. Meskayah is not bound by the terms of its offer in the event that there is any printing, typesetting or programming fault on its website.

Completing orders

1. Meskayah shall act with the greatest possible care in processing orders for articles.
2. Articles shall be delivered to the address given by the customer on Meskayah website.
3. Meskayah shall dispatch accepted orders in the order in which they are received.
4. The on the Meskayah website store indicated delivery term of 31 working days is an estimation only and customer has no right for any compensation if actual delivery takes longer. All articles are handmade, unique products in which case the delivery period can take even 45 days. However, any extra delivery periods are always noted on the website in the product s description.

Customs, Duties and Taxes

1. The customer is responsible for assuring that the product can be lawfully imported to the destination country. When ordering from Meskayah, the recipient is the importer of record and must comply with all laws and regulations of the destination country. Orders that are shipped to countries outside the European Union may be subject to import taxes, customs duties and fees levied by the destination country. The recipient of an international shipment may be subject to such import taxes, customs duties and fees, which are levied once a shipment reaches your country. Additional charges for customs clearance must be borne by the recipient; Meskayah has no control over these charges and cannot predict what they may be.
2. It might be a good idea to contact your local customs office for current charges before you order, so you are not surprised by charges you were not expecting.

ARTICLE 6.

Right to return articles

1. The customer is entitled to return any article (except for fragrances or perfumes) to Meskayah within fourteen (14) days of its delivery, without need to give any reason. This right also extends to articles that have been reduced in price. This has the effect of cancelling the purchase of that article and the customer will be refunded the amount already paid to Meskayah for the said article. Please note that we will not refund the shipping cost for the returned articles.
2. No refund will be made in respect of articles returned to Meskayah after the said fourteen-day period.
3. Articles must be returned in accordance with the instructions set out on the packing slip enclosed with the articles.

4. Articles being returned must be in the condition generally accepted for normal use for approval of the articles, such as trying on articles in conventional shops. If a customer wishes to exercise such right to return an article, the article must be returned to Meskayah together with everything originally sent with it, in its original state and packaging, in accordance with the clear and reasonable instructions given by Meskayah.
5. Meskayah is entitled to refuse to accept a returned article if the article appears to have been used, no longer carries the original labels, or Meskayah reveals damage caused by the customer, or if the customer does not comply with the instructions for returning the article given by Meskayah. Such articles may be resent to the customer if shipment costs are advanced by the customer.

ARTICLE 7.

Error in delivery

In case Meskayah delivers an article different from the one ordered, or if the article is damaged or defective, the customer must notify Meskayah about this within 2 working days via e-mail. Meskayah shall reimburse the purchase price plus postage charge. Meskayah shall transfer back the total purchase price and costs or send the customer another article within 31 working days after that the wrong or damaged one has arrived back to Meskayah Center.

ARTICLE 8.

Complaints

1. All enquiries, comments or complaints relating to an order, payment or delivery should be sent in writing to the following e-mail address: mail@mskyh.at
2. The e-mail message must contain the customer's name, e-mail address corresponding with Meskayah records, the order number included in the order confirmation and the article number.

ARTICLE 9.

Minimum age

1. If you want to make an order on Meskayah website you must be above the age of 15.

ARTICLE 10.

Payment

1. The customer can pay (yet only) by Paypal.
2. All payments must be made in accordance with the instructions given on the pages of the webstore.

ARTICLE 11.

Privacy

1. In placing an order, the customer grants Meskayah the right to use its personal details where necessary. These details will be kept only insofar as necessary to achieve the goals for which the details are obtained and processed by Meskayah, i.e. for performance of the contract, for marketing purposes and for maintaining contact with the customer.
2. The personal details supplied by a customer will not be passed to any third party for commercial purposes without the customer's express consent. The customer is entitled to inspect and amend these details at any time.
3. A customer should send any request to inspect the use and processing of the customer's personal data to the following e-mail address: mskyh@meskaya.com.

ARTICLE 12

Exchange

1. Unless agreed otherwise, the customer is entitled to exchange the purchased goods provided that the following conditions have been met:
 - exchange takes place within 8 days (or within such other period as agreed) of the date of delivery of the goods, and subject to production of the original receipt or invoice;
 - the goods are returned in their original packaging and have not been worn;
2. The provision in section 1 does not apply to goods that have been reduced in price. Nor can bespoke goods be returned, i.e. goods made to the specific instructions of the customer and goods ordered by Meskayah on the specific instructions of the customer.

ARTICLE 13

Retention Of Ownership / Right Of Retention

1. Meskayah retains ownership of all goods. The customer will only become owner of the purchased goods once he has paid the purchase price with any additional liability to Meskayah in full and the amount is verified on Meskayah's bank account.
2. Meskayah exercises a right of retention if the customer is in breach of any enforceable obligation, provided that such right of retention is justified.

ARTICLE 14

And Force Majeure

1. 'Force majeure' means here any breach for which Meskayah cannot be held liable. Liability is not established if the breach is not the fault of Meskayah or if, according to any law, transaction or current business practice, the breach cannot be attributed to Meskayah.
2. The customer shall be notified by Meskayah in writing as soon as possible of any situation of force majeure unless Meskayah does not know, and cannot reasonably be expected to know, the customer's address.

ARTICLE 15

Delivery period

1. Goods are deemed to have been delivered when they have been handed over by Meskayah to the customer or are ready to be handed over if they are still refused because of a default. Following delivery, the risk attached to such goods passes to the customer.
2. If delivery is not made by the deadline and the delay period exceeds 15 days, the customer is entitled to terminate the order.

ARTICLE 16

GUARANTEES

1. Meskayah guarantees that the goods delivered comply with the terms of the contract and also that the goods delivered are, having regard to all the circumstances, fit for the purpose for which they are normally used and fit for any special purpose, if such purpose was agreed in advance.
2. Meskayah does not provide any guarantee, however, in respect of defects to any goods occurring after delivery as a result of inappropriate use, lack of care or any alteration made to any item by the customer or any third party. Nor does Meskayah guarantee compensation for any loss arising from such defects.
3. Meskayah provide lifetime guarantee for its products. It means to provide repairs to those products which got injured during normal use and customers posted back.

ARTICLE 17

Payments

1. The amount owed to Meskayah should be paid and invoiced via PayPal.

ARTICLE 18

Consequences Of Termination

Following termination of a contract the parties should immediately reverse the part-performance of the contract made by each, such as the refunding of an advance payment. Meskayah is entitled to deduct from the purchase price to be returned a reasonable sum in respect of the use of the goods insofar as they have been used by the customer.

ARTICLE 19

Complaints

1. A complaint about any defect in any purchased goods or other defect in the performance of the contract should be notified to Meskayah as soon as possible and no later 8 days from the date on which such defect was discovered.
2. The customer should preferably notify Meskayah of his complaint in writing.
3. The customer is advised to keep proof of purchase or proof of handing over for repair of the goods, or proof of an order to make the goods.

ARTICLE 20

Disputes

1. Any dispute between Meskayah and a customer may be brought by either party before the Vienna International Arbitral Centre. The judgment of the Arbitral Centre is binding upon both parties.
2. A dispute will only be heard by the Arbitral Centre if the customer has first referred his complaint to Meskayah within the time limit specified in Article 19 above as of Meskayah's answer to the complaint and the customer also satisfies the conditions set out in the Dispute Commission's regulations.
3. The customer must bring his complaint in writing before the Arbitral Centre within two months of having reported his complaint to Meskayah, specifying the names and addresses of both the customer and Meskayah, and giving a clear description of the dispute, the date that the complaint was made to Meskayah and the nature of the customer's claim. If the Arbitral Centre takes up the complaint, Meskayah is bound by this choice and has no right of appeal to an ordinary court in respect of this dispute.
4. A fee is due for a complaint to be heard before the Arbitral Centre.
5. Further information about the complaint's procedure is set out in the Arbitral Centre's regulations.

ARTICLE 21

Austrian Law

All contracts to which these general terms and conditions are subject, shall be interpreted according to Austrian law, as applicable in Vienna.

ARTICLE 22

Exceptions

Any individual exceptions, including additions and extensions, to these general terms and conditions, should be agreed in writing between Meskayah and the customer.

PRIVACY POLICY

Meskayah respects the privacy of all visitors to its website and is highly committed to maintaining the privacy of all online visitors to its website. We will use your data to make sure that your orders will be handled as fast and easy as possible or that certain parts of sites are more tailored to your interests. However, we will not share your Personally Identifiable Information (information) with others without your prior consent. This document describes how we deal with your online privacy and online security.

If we decide to change our privacy policy, we will post those changes here so that you will always know what information we gather, how we might use it and whether we will disclose it to anyone.

The outline of this document:

1. What information we collect
2. We don't share your information
3. Your information is safe at Meskayah (Online Security)
4. Cookies
5. Controlling your information with us
6. Contact us at Meskayah

1. What information we collect

We may collect information when you register for promotional emails, set up a shopping account, purchase goods, contact customer service, or engage in other interactive features with our sites (e.g., consumer opinion surveys). This information may also include your name, address-, bank- and payment details. Please also review our online Terms & Conditions, which are linked at the bottom of our websites and govern many of the user-generated content and related features, as explained therein.

- If you place an order on the Webstore of Meskayah, we collect your name, e-mail address, billing information and shipment information in order to complete and deliver your order.
- To make your shopping experience as nice as possible we, with your permission, collect personal information about your orders and the use of our services. With this information we can personalize the website and recommend products you might be interested in.
- If you make an account at Meskayah we will collect your information on a secure server. You are asked to fill in your name, e-mail address, billing information and shipment information so that you don't have to fill in this again for any following purchases.
- The information we collect about both the use of our site(s) and the feedback help us to develop and improve the website(s).
- If you decide to write a review, you can choose whether you do this under your own name or anonymously. We are interested in the opinion of our visitors, however we hold the

right reserved to not publish or remove reviews that do not correspond to our general terms.

- With your permission we will inform you on new features, specials and other promotional activities of Meskayah. If you do not want this, you can change this in your account settings or send an e-mail to mskyh@meskayah.com
- Should you apply for a job at Meskayah, whether through the website, by e-mail or mail, we require you to supply us with your personal information, resume and application letter.

2. We don't share your information:

We will not share (or sell) the information you provide us with third parties unless we first obtain your consent. We will also give you the opportunity of opting out of other uses that we might make of any of the information you provide to us.

Please note that the use of any feature made available to you on our websites such as Facebook Connect, or the like feature (also connected to Facebook) may result in information being collected or shared about you by us or by others. We cannot control how your information is collected, stored, used or shared by third-party sites or to whom it is disclosed. Please be sure to review the privacy policies and settings on your social networking sites to make sure you understand and agree with the information they are sharing.

If you do not want Meskayah to share information about you with a social media site or application, you should not access the social media site or the social media application. For example, you should not click a "like" button on a product detail page.

3. Your information is safe at Meskayah (Online Security)

We appreciate the trust you place in us. Meskayah is committed to protecting your personal information. We've implemented reasonable security measures, including Secure Socket Layer (SSL) encryption technology and other tools to protect all your information we might collect on our websites. We use a variety of measures to ensure that your personal information (including the information in your resume and application letter) is protected from: unauthorized access, improper use or disclosure, unauthorized modification or alteration, unlawful destruction or accidental loss. However, the Internet is an open system and Meskayah cannot guarantee that the personal information you submit will not be intercepted by others.

All our employees who have access to or are involved in the processing of personal information respect the confidentiality of personal information.

Our website may include links to external websites operated by other organizations. They may collect personal information from visitors to their site. Meskayah cannot guarantee the content or privacy practices of any external websites and does not accept responsibility for those websites.

We reserve the right to disclose any information to the extent we reasonably believe that disclosure is required by law, to enforce our website policies, or to protect your or others' rights, property or safety.

4. Cookies

We may use ‘cookies’ on our website that act as an identification card for your computer. When you visit our Meskayah websites, unique cookies are placed to distinguish your browser from all other browsers that visit our sites. By recognizing your browser, we can serve you better.

You have a choice to accept or reject cookies by modifying your browser preferences. You have the choice to accept all cookies, to be notified when a cookie is set or to reject all cookies. Please note that if you choose to reject all cookies, certain parts of this site may not be available to you or may not function properly.

5. Controlling your information with us

By submitting your personal information, you give your consent to the use of said information as set out in this privacy policy. You have the following rights to change your information: a right to see the information we hold on you, a right to have any wrong or incomplete information corrected, or (in certain circumstances) to have your personal information deleted, a right to ask us to stop providing you information on our services.

6. Contact us at Meskayah

If you have any questions, feedback or want to know more about how your personal information is used, or if you want to access, correct or remove your personal information, please contact us at mail@mkyh.at or admin@meskayah.com.

You may write to us at:

Meskayah,

Ms Emese Modis, Pilgramgasse 10/16 . Vienna 1050 Austria

Feel free to call us: +43 681 10723441

IV. Legal Terms

Meskayah welcomes you and thanks you for connecting yourself to this website (hereinafter "the Site").

Warranty Disclaimer

The information, images, photographs, trademarks, products and in general the elements and material that you will find in the Site are disclosed only for promotional and advertising purposes; you may download or copy any of such elements and material only for private, personal and not commercial use. Meskayah makes no warranties of the absence of malicious programs (such as viruses, bugs or trojan horses). Meskayah shall not be responsible or liable for any damages of any kind whatsoever arising out of, caused by or related to your use of the Site. Meskayah does not represent or warrant that the information contained in the Site is accurate and complete.

Copyright and Intellectual Property Rights notice

The Site contains information, images, photographs, logos, music, video, trademarks, products, advertising etc. which are and will remain the exclusive property of Meskayah. Said material is protected against unauthorized use by copyrights and trademark laws. No right, title and/or interest in any material or software may be deemed assigned to you as a result of any such download or copying. You may not reproduce, totally or in part (except for private, personal and not commercial use), distribute, publish, transmit, modify totally or in part, or sell any of such information, images, photographs, trademarks, products and in general elements and material contained in this Site.

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