

OxTreeGen Terms & Conditions

FOR GIFT CARD TERMS AND CONDITIONS PLEASE SEE SECTION 19

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products (**Products**) to you. Please read these terms and conditions carefully before ordering any Products. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

1. OUR STATUS

By placing an order, you warrant that:

- (a) You are legally capable of entering into binding contracts; and
- (b) You are at least 18 years old.

2. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

2.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail (**Confirmation**). The contract between us (**Contract**) will only be formed when we send you the Confirmation. When we despatch goods to you we will send with them a **Despatch Confirmation**

2.2 The Contract will relate only to those Products whose purchase we have confirmed in the Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the despatch of such Products has been confirmed in a separate Despatch Confirmation.

3. OUR STATUS

3.1 Please note that in some cases, we accept orders as agents on behalf of third party sellers. The resulting legal contract is between you and that third party seller, and is subject to the terms and conditions of that third party seller, which they will advise you of directly. You should carefully review their terms and conditions applying to the transaction.

3.2 We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller.

4. CONSUMER RIGHTS

4.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Products. In this

case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out below).

4.2 Details of this statutory right, and an explanation of how to exercise it, are provided in the Despatch Confirmation. This provision does not affect your statutory rights.

5. AVAILABILITY AND DELIVERY

Your order will be fulfilled by the delivery date set out in the Confirmation or, if no delivery date is specified, then within a reasonable time of the date of the Confirmation, unless there are exceptional circumstances.

6. RISK AND TITLE

6.1 The Products will be at your risk from the time of delivery.

6.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

7. PRICE AND PAYMENT

7.1 The price of any Products will be as quoted on our site or in our sales literature, except in cases of obvious error.

7.2 These prices include VAT but exclude delivery costs, which will be added to the total amount due

7.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Despatch Confirmation.

7.4 Our site and sales pack contain a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our despatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when despatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before despatching the Product, or reject your order and notify you of such rejection.

7.5 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing.

7.6 Payment for all Products must be by credit or debit card for online sales, and by cheque, credit or debit card or bank transfer for other orders. We accept payment with all major credit cards. We will not charge your credit or debit card until we despatch your order.

8. OUR REFUNDS POLICY

8.1 When you return a Product to us:

(a) because you have cancelled the Contract between us within the seven-day cooling-off period (see clause above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us.

(b) for any other reason (for instance, because have notified us that you do not agree to any change in these terms and conditions or in any of our policies, or because you claim that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were

entitled to a refund for the defective Product. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us.

8.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9. OUR LIABILITY

9.1 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product you purchased.

10. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

11. NOTICES

All notices given by you to us must be given to Oxtreegen Ltd, Park House, Station Road, Witney, OXON, OX28 4LH or info@oxtreegen.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 10 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

12. TRANSFER OF RIGHTS AND OBLIGATIONS

12.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

12.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

12.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

13. EVENTS OUTSIDE OUR CONTROL

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (**Force Majeure Event**).

13.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

(a) Strikes, lock-outs or other industrial action.

(b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

(c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

(d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

(e) Impossibility of the use of public or private telecommunications networks.

(f) The acts, decrees, legislation, regulations or restrictions of any government.

13.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

14. WAIVER

14.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

14.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

14.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 11.

15. SEVERABILITY

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

16. ENTIRE AGREEMENT

We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

17. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

17.1 We have the right to revise and amend these terms and conditions from time to time [to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

17.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Despatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

18. LAW AND JURISDICTION

Contracts for the purchase of Products through our site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

19. GIFT CARDS

The OxTreeGen gift card can only be redeemed for goods at www.OxTreeGen.com

The OxTreeGen Gift Card can be used in full payment for the product specified on the front of the gift card.

Allow 3 days from purchase before attempting to use your new Gift Card.

The OxTreeGen Gift Card will expire 12 months after purchase.

The OxTreeGen Gift Card cannot be redeemed for cash.

The OxTreeGen Gift Card should be treated as cash, as OxTreeGen is unable to replace it if lost or stolen.

OxTreeGen reserves the right to amend these conditions of use at any time

Changes will be published online at www.OxTreeGen.com

How to use your OxTreeGen Gift Card

Go to www.OxTreeGen.com and click on the Gift Card Registration button.

Complete the form as required. If you are giving the tree as a present to someone else, complete their details and your message to them when requested.

Enter the security code located on the back of the OxTreeGen Gift Card.

OxTreeGen will send the recipient a tree planting certificate – usually within 14 days of registering.

Please note that trees are only planted during winter months. Therefore there might be a time delay from certificate dispatch to tree being planted.

If you are unhappy with or have problems using your OxTreeGen Gift Card please contact our customer services department on 0808 178 0703 or email customerservices@OxTreeGen.com