

oxytree 

[Terms and Conditions](#)



SECTION 1 – CONTRACTING PARTIES

Oxytree Europe Zrt., a company incorporated in Hungary with its registered office at 1095 Budapest, Soroksári út 48., company registration number: 01-10-049033, EU VAT number: HU25781085 (hereinafter referred to as the “**Company**”), delivering services through the www.oxytree.com website accessible via the Internet, has developed these **Terms and Conditions** (hereinafter referred to as the “**Contract**”) to govern the legal relationship between the Company and each of its Customers (hereinafter referred to as “**Customer**”). The Company and the Customer are collectively referred to as the “**Parties**” or the “**Contracting Parties**”.

The www.oxytree.com website may only be used in compliance with the Contract. Upon each occasion, by using the website the Customer shall also accept the current versions of the **Oxytree Privacy Policy** and the **Oxytree Planting Guide**, as well as the fact the he/she/it is legally bound by them.

Company contact details:

Oxytree Europe Zrt.

Personal customer service:
on weekdays between 8:00 and 16:30
1095 Budapest, Soroksári út 48.
(Hungária Malomudvar)
Phone: **+36 70 411 0312**
E-mail: support.en@oxytree.com

SECTION 2 – CONCLUSION AND TERMS OF CONTRACT

2.1 Applicable law

In accordance with the Consumer Rights Directive 2011/83/EU adopted by the European Parliament and the Council, 45/2014. (II. 26.) Government Decree of Hungary regulates the conditions and rules of selling or buying at a distance, i.e. contracts between traders and consumers concluded on the Internet.

2.2 The subject matter of the Contract

The Company shall sell Oxytree seedlings distributed by the Company, as well as yield enhancement products GeoAgit and AlgaSanBa, to Customers via the www.oxytree.com website. The Oxytree seedlings on offer can be purchased in 7×7×8 cm mini containers. Seedlings shall be a minimum of 15 cm tall.

2.3 Product purchase prices

Current purchase prices of products sold by the Company are shown on the website www.oxytree.com under “Prices.”

The Company defines various rates as Oxytree purchase prices, taking the following factors into consideration:

- number of Oxytree seedlings ordered,

- order date,
- method of payment used.

2.4 Formation of legal relationship

The legal relationship between the Customer and the Company shall be formed and be effective for an indefinite period of time when the Customer submits the online Order form. By filling in the online Order form, the Customer shall accept these ***Terms and Conditions***, the attached ***Oxytree Privacy Policy***, and the ***Oxytree Planting Guide*** provided that Oxytree seedlings are ordered.

2.5 Obligations of the Company

The Company shall be obliged to:

- provide the same number of undamaged Oxytree seedlings and yield enhancement products as ordered and paid for by the Customer, to the Customer at a pre-arranged time and location,
- provide a printed version of the ***Oxytree Planting Guide*** at the time of handing over the Oxytree seedlings to the Customer,
- provide a printed version of the ***Product Description*** at the time of handing over the yield enhancement products to the Customer,
- respond to written or verbal requests regarding products received by our Customer Service within two (2) working days after their receipt,
- provide a repurchase option with regard to the Oxytree seedlings previously purchased from the Company, as detailed in Section 5.

2.6 Obligations of the Customer

The Customer shall be obliged to:

- pay the purchase price of the products ordered,
- settle the proforma invoice received from the Company, which shall be based on the Order form filled in by the Customer, within the payment deadline shown on the proforma invoice,
- receive the products purchased and/or ordered by the Customer at the pre-arranged time and location,
- plant and then care for the Oxytree seedlings as specified in the ***Oxytree Planting Guide***.

SECTION 3 – THE PURCHASE PROCESS

3.1 Filling in and submitting the Order form

The Customer shall place his/her/its order with the Company on the www.oxytree.com website by filling in the online Order form. The Customer must provide the following information on the Order form:

- personal details: Customer's name, e-mail address and phone number,
- billing name and address,
- VAT identification number or EU VAT identification number (for a company),
- shipping address (this box can only be filled in if delivery is requested),
- method of delivery and payment,
- the number of products to be purchased,

- any other important information that the Customer would like to communicate to the Company (under “Note”).

3.2 Terms of payment

The Customer may use one of the methods of payment below:

- bank transfer,
- cash payment in the central office of the Company in Budapest, Hungary,
- COD (cash on delivery) if delivery has been requested where the purchase price of the order must be paid when the products are received.
- bank transfer in advance with full payment (order total paid), where the Customer shall pay the full purchase price in a lump sum, and thirty (30) percent of it shall be considered a deposit. This deposit shall be kept by the Company should the Customer cancel the order,
- bank transfer in advance with partial payment (deposit paid), where the Customer shall pay the full purchase price in two instalments. The first instalment shall be considered a deposit, which is part of the full purchase price. This deposit shall be kept by the Company should the Customer fail to pay the second instalment or cancel the order.

The Company has the right to temporarily suspend one or more methods of payment. The Company shows the currently available methods of payment on the www.oxytree.com website.

When the methods of payment “bank transfer”, “bank transfer in advance with full payment (order total paid)” or “bank transfer in advance with partial payment (deposit paid)” are used, then based on the Order form received by the Company from the Customer, the Company shall issue a proforma invoice, which is sent to the e-mail address previously specified by the Customer. The proforma invoice shall include the number of products ordered by the Customer, their net and total price, net and total shipping costs if delivery is required, the payment deadline, and bank information required to make a bank transfer.

When the method of payment “bank transfer in advance with partial payment (deposit paid)” is used, then the Company shall also issue another proforma invoice, which shall be sent to the Customer ten (10) calendar days prior to the start of the planting season so that the Customer can pay the second instalment over the deposit.

The Customer shall have seven (7) calendar days of receiving the proforma invoice to settle the proforma invoice by making his/her/its payment to the Company.

3.3 Issuing a final invoice

The Company shall issue a hard copy final invoice for COD orders and orders paid in cash, which shall be given to the Customer at the time of handing product over to the Customer.

If other methods of payment are used, the Company shall send the final invoice in PDF format to the e-mail address previously specified by the Customer after payment has been received from the Customer.

3.4 Handover

The Customer shall choose the method of handover on the Order form.

The Company shall make it possible to pick up or deliver Oxytree seedlings only in the planting season (from 1st May to 15th July). If an order is placed and paid by the Customer outside the planting season (from 16th July to 30th April), the Company shall provide an option for the Customer to pick up the Oxytree seedlings ordered starting from the beginning of the next planting season.

The Company shall make it possible to pick up or deliver yield enhancing products throughout the year, depending on inventory.

The Customer and a person acting on behalf of the Company shall confirm the receipt of products by jointly signing an **Acknowledgement of Receipt**. The same method shall be used for the **Oxytree Planting Guide** if Oxytree seedlings are purchased, as well as for the **Product Description** if yield enhancement products are purchased.

The method of handover offered by the Company shall be one of the following options:

- a. **Personal pick-up**; in which case product shall be handed over to the Customer at the pick-up locations designated by the Company. More information about pick-up locations can be obtained from the Customer Service of the Company. Personal pick-up is only allowed at a pre-arranged time and location after the Customer has paid the full purchase price.
- b. **Delivery**; in which case the Company shall deliver product to the Customer at a pre-arranged time.

If, due to reasons attributable to the Customer, delivery to the Customer is unsuccessful, the Company shall attempt to deliver the product again, charging an extra shipping fee in a new unit of time.

The Company shall provide delivery services within Hungary, the Czech Republic, Slovakia, Poland and Romania. In respect of any other destination countries, the Company shall have the option to refuse delivery or determine shipping fees other than the ones listed below.

Shipping fees of Oxytree seedlings have been determined by the Company as follows:

- if twenty (20) pieces or more are ordered, shipping is free,
- if fewer than twenty (20) pieces are ordered, shipping is ten Euros (EUR 10) plus VAT.

Shipping fees of yield enhancement products have been determined by the Company as follows:

- if shipping is required in the planting season, shipping is ten Euros (EUR 10) plus VAT,
- if shipping is required outside the planting season, it is a specific fee pre-agreed with Customer Service,
- if Oxytree seedlings and yield enhancement products are purchased as part of the same order, the shipping fees listed for Oxytree seedlings are to be used, which include the shipping fees of yield enhancement products.

If an order is placed and/or paid in the planting season, the Company shall deliver the products in the same planting season. If an Oxytree order placed by a Customer is for more than one hundred (100) pieces, then the Company shall deliver the seedlings within fifteen (15) calendar days from receipt of payment by bank transfer if bank transfer is chosen as a payment option by the Customer, while the Company shall deliver the seedlings within fifteen (15) calendar days from receipt of the Order form if COD is chosen as a payment option by the Customer.

When shipping orders, those paid in advance will be given priority over COD orders.

SECTION 4 – CANCELLATION AND WITHDRAWAL

The Customer has a right to cancel his/her/its order, which is regulated by the Consumer Rights Directive 2011/83/EU adopted by the European Parliament and the Council, as well as 45/2014. (II. 26.) Government Decree of Hungary, which describes the rules for creating and concluding contracts between traders and consumers in detail. According to these regulations, Oxytree seedlings and yield enhancement products are considered perishable products so the Customer may exercise his/her/its right of withdrawal until the products are handed over to him/her/it.

The Customer shall notify the Company in writing of cancelling his/her/its order prior to delivery of the products to him/her/it, by filling in a Purchase Order Cancellation Form and sending it to support.en@oxytree.com. The Purchase Order Cancellation Form can be found on the www.oxytree.com website.

If the Customer exercises his/her/its right of withdrawal, the Company shall, within fourteen (14) calendar days from the date of receiving the properly filled in Purchase Order Cancellation Form from the Customer, refund the Customer a total of the purchase price paid by the Customer for the order minus the deposit. The deposit shall always be kept by the Company if the Customer cancels his/her/its order.

When refunding the purchase price, the Company shall use the method of payment used in the original transaction unless the Customer provides otherwise. If the Customer chooses a different method of payment, the option is available at no extra charge to the Customer. If the Customer exercises his/her/its right of withdrawal on the date of delivery, the Company shall refund the Customer a total of the purchase price paid by the Customer for the order minus the deposit, as well as the shipping cost incurred by the Company, calculated as Half a Euro per Kilometre (EUR 0.5 / km) incl. VAT.

SECTION 5 – REPURCHASE OPTION

The Company shall provide a repurchase option for the wood harvested and prepared for transport by the Customer within Hungary, Poland, the Czech Republic, Slovakia and Romania providing that the Customer can prove presenting a relevant invoice that the logs come from Oxytrees previously purchased from the Company.

If the Customer owns at least one thousand (1,000) Oxytrees that have been approved for extraction by an expert from the Company, then all costs associated with shipment to the premises of the Company shall be borne by the Company within Hungary, Poland, the Czech Republic, Slovakia and Romania. If, however, the Customer owns fewer than one thousand (1,000) Oxytrees, all costs associated with shipment to the takeover point or premises of the Company shall be borne by the Customer.

If the Customer wants to exercise the repurchase option, he/she/it must notify the Company of his/her/its intention in writing at least sixty (60) calendar days before the date of the planned harvest. Then, in the framework of an on-site inspection, the Company's own expert shall view the Oxytrees to be harvested and estimate their expected yield. The Customer shall pay the fee of the on-site

inspection in advance, which includes professional fees calculated based on prevailing hourly rates for engineers, as well as field-work charges for that country. Following the on-site inspection, the Company shall prepare a written valuation within ten (10) working days, which includes the number of Oxytrees in each Quality Class, the purchase price, the location where the wood can be handed over, and the method which must be used to prepare the wood for transport, as well as the length of Quality Class One and Quality Class Two logs defined by the Company for harvesting purposes. The Company shall provide a repurchase option for the logs harvested only if they meet the length requirements defined in the written valuation prepared by the Company. If the Customer accepts the valuation wants to exercise his/her/its repurchase option granted by the Company, the Company's expert must be present during the harvest. In such cases, the Customer shall pay the fee of the expert for the work performed during the harvest in advance, which includes professional fees calculated based on prevailing hourly rates for engineers, as well as field-work charges for that country.

The Company has determined various rates for the repurchase price of the wood, depending on the Quality Class the wood belongs to. The Company reserves the right to adjust its repurchase prices to current average world market prices. Current repurchase prices per Quality Class are defined by the Company as follows:

- Repurchase price of Quality Class One wood: net eighty Euros per Cubic Metre (EUR 80/m³)
- Repurchase price of Quality Class Two wood: net thirty five Euros per Cubic Metre (EUR 35/m³)
- Repurchase price of firewood: net sixteen Euros per Forest Cubic Metre (EUR 16/ forest m³)*

* Forest cubic metre: 1.7 m³, calculated as 1 m × 1 m × 1.7 m. Branches cut down in the forest and stacked on top of one another have a larger volume because of the gaps than wood sold in the form of beams or moldings.

The Company has defined the following conditions for various Quality Classes:

Quality Class One log:

- trunk diameter must be at least 30 cm,
- log must be straight and cylindrical,
- log must be totally clear of branches,
- log must not show eccentric growth (ovality).

Quality Class Two log:

- trunk diameter must be at least 25 cm,
- log must be straight and cylindrical,
- branches removed from otherwise healthy log,
- log shows slightly eccentric growth (ovality).

Firewood:

- diameter must be at least 8 to 10 cm, length of branches must be 1 metre.

SECTION 6 – COMPLAINTS AT HANDOVER

If, at the time of handing over products, any complaint arises with regard to their quantity and/or quality, the Customer shall have the right to file a complaint immediately. With regard to Oxytree seedlings, a quality complaint is enforceable only if the stem(s) of (an) Oxytree seedling(s) is/are broken or withered. Complaints must be recorded in the **Acknowledgement of Receipt**. No returns or exchanges will be accepted if the Customer has failed to do so.

In case of a legitimate complaint about quantity and/or quality, the Company shall provide replacement products on the spot immediately, or within fifteen (15) calendar days latest.

SECTION 7 – GROWTH GUARANTEE

The Company shall provide a “Growth guarantee,” which covers up to 2% of the Oxytree seedlings providing that the Customer plants and takes care of his/her/its Oxytree seedlings in accordance with the instructions laid out in the **Oxytree Planting Guide** received from the Company.

The Customer may submit a written guarantee claim to the Company no later than within forty-five (45) calendar days from receiving the Oxytree seedlings, accompanied by photographic documentation about the seedlings the Customer has problems with.

The Company shall investigate the claim, and then notify the Customer of the results of the investigation in writing within five (5) working days from receiving the claim.

If, as a result of the investigation, the Customer’s claim is accepted by the Company, replacement Oxytree seedlings shall be delivered to the Customer within fifteen (15) calendar days, free of charge. Should the fifteenth (15th) calendar day from the date the Customer’s claim is accepted by the Company already fall outside the planting season, replacement Oxytree seedlings shall be delivered to the Customer in the next planting season. The Customer shall return unviable Oxytree seedlings to the Company at the same time as the Company delivers replacement seedlings to the Customer.

If the Customer’s claim is rejected by the Company, it shall give the reasons in each case.

SECTION 8 – HANDLING COMPLAINTS

Should the Customer has any complaints, they may contact the Company in writing, using the “Complaint Protocol” form available on the www.oxytree.com website. The Customer shall send the printed and filled out form to the Company, as well as the photographic documentation of the complained seedlings and the planted area by post or to the complaint@oxytree.com e-mail address.

In case the number of the complained seedlings exceeds the amount of five hundred (500) pieces, the Company sends its own expert to the place, in order to examine the cause of the complaint and the condition of the complained seedlings.

The Company shall take all appropriate steps in order to investigate any complaint received within the shortest possible time. The Company shall notify the Customer about the results of the investigation

no later than on the fourteenth (14th) working day from receiving the Customer's complaint via the e-mail address specified by the Customer.

If the Company accepts the Customer's complaint, the amount of compensation shall not exceed the amount of money paid for the Oxytree seedlings by the Customer. According to the Customer's decision, the Company shall deliver and replace the complained seedlings free of charge, at a pre-arranged date, or reimburse the purchase price of the complained seedlings.

If the Company refuses the Customer's complaint, the Company shall indicate the reason of refusal.

SECTION 9 – DATA MANAGEMENT AND DATA SECURITY

In order for the Contract to be valid, the Customer shall provide all the information specified in Section 3 on the Order form. The Customer is solely responsible for any and all damages resulting from providing false or fictitious data to the Company.

The Customer shall immediately notify the Company in writing of any changes to his/her/its shipping address as provided on the Order form or sent to the Customer Service by e-mail. The Customer is solely responsible for any and all damages resulting from his/her/its failure to meet this obligation.

Detailed provisions relating to data protection are included in the ***Oxytree Privacy Policy***.

SECTION 10 – OTHER PROVISIONS

The Company shall treat any and all data or information received from the Customer in connection with the performance of this Contract as trade secrets.

Parties agree to settle their disputes in an amicable manner. If a matter cannot be settled through negotiations, Parties stipulate the exclusive jurisdiction of a court defined as competent by applicable laws in the country where the Company has its registered office.

Parties agree to send all significant information/notifications in accordance with, or concerning, this Contract by e-mail and/or registered mail to each other.

Parties agree that a statement or notification shall be considered delivered 1) at the time and date it is sent if sent via e-mail; 2) on the date of receipt by the other Party if sent by registered mail; and 3) on the date of publication if the information is published on the website of the Company. This Contract shall enter into force on **1st of February, 2017**. The Company undertakes to always make the most current updated version of the Contract available and downloadable on the website of the Company. The Company hereby informs the Customer, and the Customer agrees by accepting this Contract, that the following documents, which can also be found on the website of the Company, are incorporated into the Contract, and they together constitute the entire agreement:

Oxytree Privacy Policy

Oxytree Planting Guide