

Terms and Conditions

The Fir Tree Company



TERMS & CONDITIONS

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For straightforward guidance on the Sale Of Goods Act visit www.offt.gov.uk/saleofgoodsact



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TERMS AND CONDITIONS OF USE

THE FOLLOWING TERMS AND CONDITIONS OF USE AGREEMENT (hereafter "Terms") governs your use of our web site (hereafter "web site"). It is vitally important that you read the Terms carefully, as your use of the web site will automatically constitute your agreement to be legally bound by the terms and conditions set out herein. These Terms also govern your use or purchase of the products/services provided through or in connection with the web site (hereafter "services"). Each time you use our services, you acknowledge that you have read these Terms and agree to be legally bound by them. If you do not agree to be bound by these Terms, you may not use the web site(s) or the services provided by Company through its web site(s).

This Website is owned by **Zuzana Kirilakova**, a trading name of **The Fir Tree Company (hereafter "Company")** registered as a sole trader.

The following words used in these Terms shall have the following meanings:

- **"Personal Information"** shall mean all data and/or information provided by and about User, including e-mail address (es), name, address, credit card, or other payment information, etc.;
- **"Company web site"** shall mean all web sites on which **Company** provides products and/or services.
- **"Company User"** shall mean all Users of the Company web site(s) and services.
- **"Company Products and Services"** shall mean all products and/or services provided directly by Company;
- **"3rd-Parties"** include all advertisers, partners and affiliate vendors that are included on, or linked to, the Company web site(s).

1.0 ORDERING GOODS FROM US

These terms of sale apply to all goods and services supplied by **The Fir Tree Company** via <http://www.thefirtreecompany.com>. The website is governed by the following terms and conditions; they do not affect your statutory rights.

1.1 Description and price of goods

We have taken care to describe and show items as accurately as possible. Despite this, slight variations in items may occur. We provide you with product information on <http://www.thefirtreecompany.com>. If there is anything which you do not understand, or if you wish to obtain further information, please contact our **Customer Services team** on **+44(0)7712466809 for UK & Rest of Europe** customers, **+420 22 888 0238 for Czech republic** customers and **+421 (0) 233 056 024 for Slovakian customers**.

Product images are for illustrative purposes only and may differ from the actual product.

We make every effort to ensure that the pricing displayed on our website is correct. However, if an error in the pricing of a product is found we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any over-payment made by you (as applicable). We reserve the right to alter all product pricing without notice.

All prices include VAT (where applicable) at the current rates. We reserve the right to express the price exclusive of VAT, but we shall show VAT separately and include it in the total price. **As we are not VAT registered. All our prices are excluding VAT.**

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1.2 Placing an order

You are deemed to place an order with us by ordering via our online checkout process. As part of our checkout process you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement, detailing the products you have ordered.

The contract is subject to your right of cancellation (see below).

Any order placed by you for goods advertised on our website is an offer by you to purchase the goods selected in your order. No contract exists between you and us for the sale of any goods until we have received your order and accepted it (which we may do at our discretion). Our acceptance of an order takes place when we despatch the order or send you confirmation by email even if your payment has been processed immediately.

We may refuse in our discretion to accept an order:

- (a) where we cannot obtain authorisation for your payment;
- (b) if there has been a pricing or product description error; or
- (c) if you do not meet any eligibility criteria set out in our terms and conditions.
- (d) where goods ordered by you are not available;
- (e) if we do not deliver to your area;

Where we do not accept your order but have processed your payment, we will re-credit your account with any amount deducted by us from your debit or credit card as soon as possible, but in any event **within 30 days of your order**. We will not be obliged to pay any additional amount as compensation for disappointment.

You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

1.3 Payment

Payment can be made by any of the options advertised on our website. Payment shall be due before delivery. If payment fails your order will be cancelled. There will be no delivery until clear funds have been received.

Payment methods:-

- **Via secure payment method PayPal** where a log in will be required, however if you do not possess a PayPal account, unregistered payment can be completed by using either credit or debit cards:- MasterCard/Eurocard, Visa/Delta/Electron, Discover, American Express, Switch/Maestro, Solo
- **Via bank transfer** details of which will be emailed to you when this payment method will be chosen.

Please note that we will not dispatch your order until we receive full funds. Should you fail to transfer funds within 7 working days, order will be automatically cancelled.

Payment online: PayPal payment process scrambles all the information, allowing no unauthorised third party to intercept the data. Your browser will confirm that you are shopping in a secure environment by showing either a locked padlock icon or an image of a padlock next to the payment details in the relevant area of the PayPal website.



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To ensure that your credit, debit or charge card is not being used without your consent, PayPal will validate name, address and other personal information supplied by you during the order process against appropriate third party databases.

By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998. During security checks we may ask for additional information or documentation to help support the data you supplied.

Please be aware that if you are using Paypal as your payment method we reserve the right to not deliver to unconfirmed addresses.

1.4 Delivery

We will deliver goods ordered by you as soon as possible to the address you give us for delivery, but in any event within 21 days of your order.

Upon receipt of your order you will be asked to sign for the goods received in good condition. If the package does not appear to be in good condition then please refuse the delivery. If you are unable to check the contents of your delivery at the point of delivery then please sign for the parcel as "UNCHECKED". Failure to do so may affect any warranty claims that you make thereafter.

If the **goods we deliver are not what you ordered** or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you **notify us in writing**, at our contact address or email, of the problem within **14 working days of the delivery** of the goods in question.

If you **do not receive goods** ordered by you within 21 days of the date on which you ordered them, we shall have no liability to you unless you notify us in writing at our contact address or email of the problem **within 14 days from the date** on which you ordered the goods.

If you refuse the delivery of your order for reasons under the Distance Selling regulations or you fail to take delivery because you have cancelled your contract under the Distance Selling Regulations, The Fir Tree Company will refund or re-credit you within 30 days for **any sum that has been paid** by you or debited from your credit card for the goods (if a postage has been paid by You, that will also be returned). By exercising your right to cancel you are required to return the goods to The Fir Tree Company. If you fail to return the goods to The Fir Tree Company we reserve the right to deduct any costs incurred by retrieving the goods from you.

1.5 Your right of cancellation

You have the right to cancel your contract with The Fir Tree Company at any time **up to 14 days** after you receive the goods, in line with The Distance Selling Regulations. To cancel your contract in this time frame you must notify us in writing, either by post or by email at **info@thefirtreecompany.com**.

You will be responsible for returning the goods to The Fir Tree Company at your own cost unless the goods are faulty or mis-described.

No right of cancellation, refund or return exists under the Consumer Protection (Distance Selling) Regulations 2000 once you have used your product, unless the product is defective and you are returning it for this reason.



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Upon receipt of the goods You will be credited within 30 days of notifying The Fir Tree Company of the cancellation. We will give you a full refund of the amount paid or an exchange credit as required, less (if for any reason these costs have not been paid by you) the costs of delivery to us.

The rights to return the goods under the Distance Selling Regulations will not apply in the following circumstances:

- * in the event that the product has been used or returned incomplete
- * goods made to the customer's specification

We will not issue refunds for any items lost or stolen in transit to us.

The provisions of this clause do not affect your statutory rights.

1.6 Title for Consumers

Title in any products ordered from us does not pass to you, the purchaser until we have received and processed a valid payment, and that payment has been made into our own bank account and your order has been shipped.

1.7 Refund Policy

If you are eligible for a refund, we will refund you back to the payment method you used when you originally paid for your order. Please note: It is your responsibility to notify us of any changes to your card details i.e. you no longer have that account. Refunds can take up to 30 days to process.

Under English law, Goods purchased from the Online Shop may be returned within **14 working days of receipt**. Goods must be returned to us in its original packaging, in sealed / unused and resalable condition. Failing to do so will delay in money refund.

The Purchaser must contact us **in writing** either by email or letter **within 14 working days** from receipt of the order. The Purchaser shall cover all return delivery charges.

If, the Goods are incorrectly sent by us. The Fir Tree Company shall arrange / cover all reasonable return delivery charges. Please notify us **in writing** either by email or letter **within 14 working days** from receipt of the order to provide a refund or exchange.

All returns to have proof of postage.

If you wish to claim a refund you must contact us **in writing** by email or letter, explain reason of your refund, and return the Goods to us, **within 14 working days** of receipt. Goods must be returned to us in its original packaging (where possible), in sealed / unused and resalable condition.

Made to order Goods are non-refundable.

Return / Refund addresses:

- **United Kingdom / Rest of Europe** customers - PO Box 65788, London, NW2 9NX, United Kingdom
- **Czech Republic** customers only – PO Box 24, Litvinov, 436 01
- **Slovakia** customers only – PO Box 2, Voderady, 919 42



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Correspondence address: for all customers - PO Box 65788, London, NW2 9NX, United Kingdom

E-mail address: info@thefirtreecompany.com

1.8 Faulty Product, Damaged, or Dead on Arrival

Please note that any Products returned to us which you claim to be defective will be checked and verified by our technicians. Any returned Products that are not found to be defective will be returned to you and we shall charge you for the returned transport costs via your original payment method or hold the Product until full payment has been received by us for the return transport costs.

If you notify a problem to us under this condition, our only obligation will be, at your option:

- (a) to make good any shortage or non-delivery;
- (b) to replace or repair any goods that are damaged or defective; or
- (c) to refund to you the amount paid by you for the goods in question in whatever way we choose.

Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question as above.

1.9 Limitation of Liability

The Fir Tree Company will not be liable to you for any loss or damage in circumstances where:

- (a) There is no breach of a legal duty owed to you by the Supplier or by its employees or agents;
- (b) Such loss or damage is not a reasonably foreseeable result of any such breach;
- (c) Any increase in loss or damage resulting from breach by you of any term of this contract.

Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

1.10 Warranty

Unless otherwise stated, a **12 month guarantee** from the date of the order applies to all products with the exception of disposable and limited life products.

2.0 LINKS TO AND FROM OTHER WEBSITES

Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

3.0 NEWSLETTERS

The Fir Tree Company regularly sends out a newsletter and/or other informational emails (collectively referred to as "Newsletters") to all Users. In these Newsletters, we may inform you about new services, features or products. User



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may choose to unsubscribe from the Newsletter at any time using the unsubscribe option at the bottom of our emails, or by writing to us at info@thefirtreecompany.com or following the unsubscribe link contained in each of the emails.

4.0 LICENCE AND COPYRIGHT

The Company web site contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound and the entire content of the web site is copyrighted as a collective work under UK and International copyright laws. Company owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. User may not modify, publish, transmit, participate in the transfer or sale, create derivative works or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law or these Terms, no copying, redistribution, retransmission, publication or commercial or non-commercial exploitation of downloaded material will be permitted without the express written permission of Company and the copyright owner. Elements of the web site are protected by trade dress, trademark, unfair competition and other laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors.

You are permitted to print and download extracts from this Website for your own private use on the following basis:

- (a) no documents or related graphics on this Website are modified in any way;
- (b) no graphics on this Website are used separately from accompanying text; and
- (c) any of our copyright and trade mark notices and this permission notice appear in all copies.

4.1 Copyright Infringement

In accordance with UK and International law, any notifications of claimed copyright infringement should be sent to us immediately. Such notification can be sent by email, to info@thefirtreecompany.com or by letter to: The Fir Tree Company, PO Box 65788, London, NW2 9NX.

5.0 OBLIGATIONS OF USER

Use of this website <http://www.thefirtreecompany.com>, as described below, is prohibited. These descriptions are guidelines and are not intended to be exhaustive or all-inclusive.

Illegal/Criminal Activity The Company web site may not be used in connection with criminal or civil violations of state, federal, or international laws, regulations, or other government rules or requirements. Such violations include theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; and threats of physical harm or harassment.

Security Violations : The Company web site may not be used in connection with attempts—whether successful or not—to violate the security of a network, service, or other system. Examples of prohibited activities include hacking, cracking into, monitoring, or using systems without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software.

Basic Security : User is responsible for maintaining the basic security of its computer system and to prevent its use by others in a manner that violates these Terms. Examples include: improperly securing a mail server so others can use it to distribute spam; improperly securing an FTP server so that it may be used by others to illegally distribute licensed software or media content. User is responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.

Threats : The Company web site may not be used to transmit materials of a threatening nature, including threats of death or physical harm, harassment, libel, and defamation.

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Offensive Materials : The Company web site may not be used for the distribution of offensive materials, including obscene, pornographic, indecent, and hateful materials. Further, Users agree to adhere to the following requirements:
a. Comply with all laws, ordinances, statutes and applicable legislation and to respect all 3rd-party rights. In particular, User shall not:

- i. Provide, post or otherwise distribute content which is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims, violates the privacy rights of any 3rd-party, is unreasonably harmful or offensive to any individual or community;
 - ii. Use or post any pornographic materials or any content that violates any applicable legislation for the protection of minors; or advertise or promote, offer or distribute any pornographic product or products which do not comply with any applicable legislation for the protection of minors;
 - iii. Unreasonably annoy (particularly with SPAM) any other User;
 - iv. Use or post, without authorization, any content protected by law (e.g. copyright, trademark, patent, utility patent, design patent or other intellectual property (IP) laws), or advertise, promote, offer or distribute any goods or services protected by law;
 - v. Use, post or promote any commercial practices considered unfair competition, including progressive customer acquisition practices (such as chain distribution systems, Ponzi schemes, illegal multi-level selling or pyramid sales).
5. You may not provide, post or otherwise distribute, User content that:
- i. Contains vulgar, profane, abusive, racist or hateful language or expressions, epithets or slurs, text, photographs, videos or illustrations in poor taste, inflammatory attacks of a personal, racial or religious nature;
 - ii. Discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law or moral standards;
 - iii. Violates or encourages the violation of any municipal, state, provincial, federal or international law, rule, regulation or ordinance;
 - iv. Interferes with any User's uninterrupted use of the Company website;
 - v. Advertises, promotes or offers to trade any goods or services;
 - vii. Uploads or transmits viruses or other harmful, disruptive or destructive files, material or code;
 - viii. Disrupts, interferes with, or otherwise harms or violates the security of the Company web site or any services, system resources, accounts, passwords, servers or networks connected to or accessible through the Company web site;
 - viii. "Flames" any individual or entity (e.g. sends repeated messages related to another User and/or makes derogatory or offensive comments about another User or individual), or repeats prior posting of the same message under multiple threads or subjects.

WARNING: ANY VIOLATION OF THESE POSTING RULES THAT INVOLVES CRIMINAL CONDUCT OF ANY KIND WILL BE REFERRED TO LAW ENFORCEMENT AUTHORITIES UPON NOTICE RECEIVED BY COMPANY.

It is your responsibility to determine that your input into our site, including use of any chat room areas of our site, including your choice of your user name, conforms to the above conditions. If you notice any content which breaches these conditions, please notify us by email to info@thefirtreecompany.com.

SPAM : Spam is an unacceptable use of the Company web site. Spam includes any of the following activities:

- a. Posting a single message or messages similar in content, to more than five (5) online forums or newsgroups and posting messages to online forums or newsgroups that violate their rules.
- b. Collecting responses from unsolicited e-mail.
- c. Sending any unsolicited e-mail that could be expected, in Company's opinion, to provoke complaints.
- d. Sending e-mail with charity requests, petitions for signatures, or any chainmail-related materials.
- e. Sending bulk e-mail without identifying in the e-mail a clear and easy means to be excluded from receiving additional e-mail from the originator of the e-mail. NOTE: The inclusion of an opt-out clause does not necessarily legitimize sending unsolicited e-mail.
- f. Sending e-mail that does not accurately identify the sender, the sender's return address, and the e-mail address of origin.
- g. Using Company facilities to violate what could reasonably be considered a violation of another Internet Service Provider's (ISP) acceptable use policy and/or terms of service.

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User is further prohibited from the following activities:

- i. Employing any mechanisms, software or scripts when using the Company web site. However, the User may use the interfaces or software provided by Company within the scope of the services available on our web site and in accordance with these Terms;
- ii. Blocking, overwriting, modifying and copying of any contents of the Company web site.
- iii. Distributing or publicly disclosing the contents of the web site or any of its terms, without written permission from Company, or
- iv. Performing any actions that may impair the operability of the Company web site infrastructure, particularly actions that may overload said infrastructure, servers, bandwidth or other equipment or software

Indirect Access: A violation of these Terms by someone having only indirect access to the Company web site through a User, will be considered a violation, whether or not with User's knowledge or consent.

5.1 General

In addition, these policies apply to any email or content transmitted by User, or on your behalf, that uses a Company account as a mailbox for responses or promotes content, hosted or transmitted, using Company facilities, or that indicates, in any way, that Company was involved in the transmission of such email or content.

The resale of Company products and services is not permitted, unless expressly permitted by these Terms or in a separate written agreement.

Violations of these Terms may result in immediate suspension or termination of your account and our services to you, immediate temporary or permanent filtering, blocked access or other action appropriate to the violation, as determined by Company, in its sole discretion.

When feasible, it is Company's preference to give notice so that violations may be addressed voluntarily, however, we reserve the right to act without notice, when necessary, as determined by Company in its sole discretion. Company may involve, and will cooperate with, law enforcement, if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of these Terms.

5.2 Uses and Other Policies

A. When using our services, User warrants and represents that all of the data provided by you is accurate and complete. User shall report any modifications in the data to the Company web site, immediately upon any changes occurring.

B. User shall not be allowed to have multiple accounts. You may only establish one (1) User account. If Company determines that User has established more than one (1) account, further use of our web site may be suspended or terminated, subject to the sole discretion of Company.

C. User warrants and represents that they are of legal age (18 or older) to use our web site, at their time of use, or that they are a legal entity, created by operation of law.

D. User may download or print a single copy of any portion of the content solely for personal, non-commercial use, provided they do not remove any trademark, copyright or other notice from such content.

Requests to use Company content for any purpose other than as permitted in these Terms shall be directed to Company at: info@thefirtreecompany.com



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I. Company shall not be liable for User interactions with any 3rd-parties, businesses and/or individuals found on the Company web site or through the services provided. This includes, but is not limited to, payment and delivery of services, and any other terms, conditions, warranties or representations associated with such dealings. These dealings are solely between User and such 3rd-parties, businesses and/or individuals. User understands and agrees that Company is not responsible for any damage or loss incurred as a result of any such dealings. Company is under no obligation to become involved in disputes between Users of our web site, or between Users on our web site and any 3rd-party.

6.0 USER FORUMS, CONTENT, AND PARTICIPATION

6.1 Data Protection

The Fir Tree Company recognizes that any data provided by User to us is extremely important and we shall, therefore, be particularly sensitive in handling such data. Users are advised that there are inherent security risks in transmitting data, such as emails, credit card or personal information, via the Internet, because it is impossible to safeguard completely against unauthorized access by 3rd-parties. Nevertheless, Company shall do what is reasonable to safeguard your data, subject to this cautionary limitation.

In particular, personal information will be transmitted via the Internet only if it does not infringe upon 3rd-party rights, unless the respective party has given prior consent in view of such security risks. Accordingly, Company shall not be held liable for any damages incurred as a consequence of such security risks or for any related acts of omission on our part.

PLEASE SEE OUR PRIVACY POLICY, STATED SEPARATELY, ON THE COMPANY WEB SITE.

6.2 Rights to Content Use

Other than personally identifiable information, which is covered under the Privacy Policy, any material you transmit or post to this Website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

When User posts content or contributions to the Company web site, User grants Company a limited, revocable, nonexclusive and non-assignable right of use for the respective content or contribution that Company is entitled to utilize for any purpose allowed by these Terms. In particular, Company is entitled to use said content or contribution posted by User for marketing or in any other way. Company may use User content or contributions in any form, format, or medium of any kind now known or later developed.

7.0 REGISTRATION

To register with <http://www.thefirtreecompany.com> you must be at least 18 years of age.

Each registration is for a single user only, whether or not acting on behalf of a company or other organisation. We do not permit you to share your user name and password with any other person nor with multiple users on a network.

User must complete the registration process by providing Company with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a User name.



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Responsibility for the security of any passwords issued rests with you and if you know or suspect that someone else knows your password, you should contact us immediately.

User is entirely responsible for maintaining the confidentiality of any password and account information. Furthermore, User is entirely responsible for any and all activities that occur under its account. User agrees to notify Company immediately of any unauthorized use of their account or any other breach of security. Company will not be liable for any loss that may incur as a result of someone else using User's password or account, either with or without their knowledge. However, User could be held liable for losses incurred by Company or another party due to someone else using their account or password

We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these terms and conditions.

We may deny access to any User, at any time, and for any reason. In addition, Company may, at any time, transfer rights and obligations under these Terms to any current or future Company subsidiary or business unit, or any companies or divisions or any entity that acquires Company or any of its assets.

8.0 DISCLAIMER

While Company uses reasonable efforts to include accurate and up-to-date information, Company specifically disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material displayed in any and all Company web sites, either now operating or created in the future. Company disclaims any responsibility or liability for the deletion, failure to store, mis-delivery, or untimely delivery of any information or material. Company disclaims any responsibility or liability for any harm resulting from downloading or accessing any information or material on the Internet through the Company web site.

Without limiting the foregoing, under no circumstances shall Company be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of 3rd-parties, or loss of or fluctuations in heat, light, or air conditioning.

COMPANY WEB SITES AND ALL INFORMATION, PRODUCTS AND SERVICES INCLUDED IN THE COMPANY WEB SITES, ARE PROVIDED "AS IS," WITH NO WARRANTIES EXPRESSED OR IMPLIED. COMPANY EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. COMPANY DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE COMPANY WEB SITES. COMPANY DISCLAIMS, ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE COMPANY WEB SITES. COMPANY DISCLAIMS ANY WARRANTIES FOR SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED ON THE COMPANY WEB SITES OR RECEIVED THROUGH ANY LINKS PROVIDED BY THE COMPANY WEB SITES AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH ANY LINKS OR ANY USER CONTRIBUTIONS PROVIDED TO THE COMPANY WEB SITES.

USER UNDERSTANDS AND AGREES THAT THEY DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE COMPANY WEB SITES AT THEIR OWN DISCRETION AND RISK AND THAT THEY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO THEIR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA.



Terms and Conditions

The Fir Tree Company



SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY IN ALL CASES. USER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

COMPANY AND ITS WEB SITES ARE NOT RESPONSIBLE OR LIABLE FOR CONTENT POSTED BY USERS, 3rd -PARTIES, ACTIONS OF ANY 3rd-PARTY OR FOR ANY DAMAGE TO, OR VIRUS THAT MAY INFECT, A USER'S COMPUTER EQUIPMENT OR OTHER PROPERTY.

9.0 LIABILITY

Company may modify, suspend, discontinue or restrict the use of any portion of the Company web site, including the availability of any portion of the content at any time, without notice or liability.

User acknowledges and agrees that it is virtually impossible to achieve continuous, uninterrupted availability of the Company or any other, web site. While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period. Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

In no event (including our own negligence) will we be liable for any:

- (a) economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
 - (b) loss of goodwill or reputation;
 - (c) special, indirect or consequential losses; or
 - (d) damage to or loss of data
- (even if we have been advised of the possibility of such losses).

Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

10.0 INDEMNITY

User agrees to indemnify, defend and hold harmless Company its web site(s) and each of its respective advertisers, partners, suppliers, licensors, officers, directors, shareholders, employees, representatives, contractors, agents and sub-licensees, from any and all claims (including but not limited to claims for defamation, trade disparagement, privacy and intellectual property infringement) and damages (including attorneys' fees and court costs) arising from or relating to any allegation regarding:

1. User use of the Company web site(s);
2. Company's use of any User content or information, as long as such use is not inconsistent with these Terms;
3. Information or material provided through User's IP address, even if not posted by User; or
4. Any violation of these Terms by User.

11.0 GOVERNING LAW AND JURISDICTION

These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts where the claim is brought by you, save where you have legal rights to bring any claim in respect of such a dispute in any other jurisdiction. We nevertheless retain the right to bring proceedings against you for any threatened or actual



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breach of these terms and conditions in your country of residence, registration or business or any other relevant country.

If any provision of these Terms is, for any reason, invalid and/or unenforceable, as determined in an appropriate Court of proper jurisdiction, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. User agrees to replace an invalid and/or unenforceable provision with a valid and/or enforceable provision that most closely approximates the intent and economic effect of the invalid and/or unenforceable provision and shall be interpreted most favourably, when possible, to the benefit of Company.

12.0 MISCELLANEOUS

Section Titles : The section titles used in these Terms are purely for convenience and carry with them no legal or contractual effect.

Incident Reporting : Any complaints regarding violations of these Terms by a User should be directed to Customer Service at info@thefirtreecompany.com. Where possible, include details that would assist Company in investigating and resolving the complaint (i.e. expanded headers and a copy of the offending transmission).

Complaints Procedure : We are very proud of our high standards of customer service however, in the event that we fail in meeting these standards, please do not hesitate to contact us at info@thefirtreecompany.com or The Fir Tree Company, Complaints, PO Box 65788, London, NW2 9NX.

13.0 ONLINE ACCEPTANCE

You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions.

If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

No person other than the parties to these terms and conditions are intended to benefit from them pursuant to the Contracts (Rights of Third Parties) Act 1999.

These Terms represent the entire understanding between User and Company and supersedes any prior statements or representations. USER AGREES TO THE TERMS OF THIS ONLINE AGREEMENT, by using the web site, it's services, sign up, posting, downloading and uploading content, and understands that User is entering into a binding and legal agreement with Company.

User agrees to file any claim regarding any aspect of this web site or these Terms within six (6) months of the time in which the events giving rise to such alleged claim began, or User agrees to waive such claim. User also agrees that no claim subject to these Terms may be brought as a class action or in any other jurisdiction than English courts.

These [Terms and Conditions](#) were last updated, and became effective, on 16/11/2011.

14. CONTACT INFORMATION

- a) Contact names: Zuzana Kirilakova, Tomas Jedlicka
- b) Registered Address: 23 Horton Avenue, London, NW2 2RY, **United Kingdom**
- c) Correspondence Address: PO Box 65788, London, NW2 9NX, United Kingdom

For straightforward guidance on the Sale Of Goods Act visit www.oft.gov.uk/saleofgoodsact



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- d) Telephone number:
 - i. United Kingdom number:- 0044 (0) 77 12 466 809
 - ii. Czech Republic number: 0042(0) 22 888 0238
 - iii. Slovakia number: 00421(0) 233 056 024
- e) Email: info@thefirtreecompany.com
- f) Website: www.thefirtreecompany.com

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www.oft.gov.uk/saleofgoodsact

