

General Terms and Conditions of Use

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PREAMBLE

The company Colibri SAS with Company Number No. 752 979 930 and registered address at: 52 rue Bayen 75017 Paris – France (hereinafter '**ManoMano**') operates a website (hereinafter 'the **Platform**') which enables consumers (hereinafter 'the **Buyers**') to be put in contact with sellers (hereinafter 'the **Sellers**') for the online purchase of goods relating to DIY, gardening, decoration and pet supplies (hereinafter 'the **Products**').

This Platform is accessible to all Buyers at the URL www.manomano.co.uk.

Buyers are informed and acknowledge that the Platform is reserved for use by consumers within the meaning of the Consumer Rights Act 2015, that is any individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

It should be noted that Manomano acts as an intermediary and is in no way a reseller of the Products offered by the Sellers on the Platform.

Products are shipped and delivered to the Buyers by the Sellers under their sole responsibility.

ARTICLE 1 - ACCEPTANCE AND AMENDMENT OF THE GENERAL TERMS AND CONDITIONS OF USE

The aim of the General Terms and Conditions of Use of the Platform (hereinafter the '**T&Cs**' or '**General Terms and Conditions of Use**') is to define the conditions for accessing and using the Platform and its Services.

The User must read these General Terms and Conditions before submitting an Order. These

terms explain who ManoMano is, how and when contracts may be terminated and the Buyer's rights. By using the Services, you signify your agreement to be bound by these T&Cs.

Any use of the Platform and the Services involves the prior express unreserved acceptance of the T&Cs by the User. The User is informed of and acknowledges when creating his or her Personal Account that by clicking on the 'Sign up' button preceded by the statement '*By clicking on Sign up, you agree to our terms of service (T&Cs)*', he or she is bound by all of the provisions of the T&Cs. If the User does not agree to the T&Cs, the User may not use the Services on the Platform.

ManoMano retains the right to terminate or suspend access to the Platform at any time, unilaterally and without prior notice, to any User failing to comply with these T&Cs.

The User is informed that the T&Cs of the Platform may be amended at any time unilaterally by ManoMano primarily in order to comply with any developments of its Services or any legal, judicial, editorial and/or technical developments. Manomano shall use its best commercial endeavours to inform the User of the amendments made to the Services and/or to the T&Cs via e-mail or via a special notice displayed on the Platform.

The T&Cs that are applicable to every Order made on the Platform are those accessible online at the time the Order is confirmed by the User and attached to the Order confirmation e-mail received by the Buyer.

The User is reminded that it is the User's responsibility to consult the latest version of the T&Cs accessible on each page of the Platform before all new Orders.

ARTICLE 2 - DEFINITIONS

Basket: refers to the place where the User puts Products with a view to ordering them.

Concrete Guarantee: refers to the commercial guarantee provided by ManoMano to facilitate the resolution of legal disputes connected to Orders arising between the Sellers and Buyers, of which the terms and conditions of implementation are described in the annex to these T&Cs.

Exit Day: refers to the 31st October 2019 at 11.00 p.m or such other date as agreed between UK and the European Union for the UK will leave the EU in accordance with Article 50(3) of the Treaty on European Union.

Expert Advisor: refers to any individual or legal entity (self-employed person or company) with a passion for gardening and/or DIY and who acts on the Platform to advise Buyers and help them with their purchase decision.

General Terms and Conditions of Sale or Sale T&Cs: refer to the terms and conditions of sale of the Products offered by the Seller. They are accessible in the Seller Factsheet and govern the Orders made by the Buyers with the Sellers.

ManoMano Application: means the "ManoMano" software application edited and provided by Colibri SAS, giving access to the Services, and which is available free of charge in the Google Play Store and the Apple App Store to be downloaded by the User on his Android and Apple iOS device.

ManoManoPro Application: means the "ManoManoPro" software application published and provided by Colibri SAS, giving access to the Services exclusively to professional Users acting within the framework of their professional activity, and which is available free of charge in the Google Play Store and the Apple App Store to be downloaded by the User on his Android and Apple iOS device.

Order: refers to any purchase of a Product by a Buyer from one or more Sellers via the Platform.

Partner: refers to any legal entity with which ManoMano has concluded a partnership.

Personal Account: refers to the Buyer's personal area in which he or she can access his or her personal information, purchase history and the lists of the Products which he or she has set aside after having logged in.

Price: refers to the total price of the Product, including tax, payable by the Buyer, but excluding the shipping costs defined on a flat-rate basis according to the shipping method.

Product Factsheet: refers to the descriptive factsheet for each Product sold on the Platform comprising photographs, text, illustrations, images, and/or videos submitted by each Seller to ManoMano for the description of the Products that it sells.

Seller Factsheet: refers to the factsheet summarising all of the information related to the Seller on which its General Terms and Conditions of Sale are primarily accessible to the Users on the Platform.

Services: refers to all the functionalities made available to Users by ManoMano and available on the Platform.

User: refers to any person who uses the Platform or its Services.

User Credentials: refers to the e-mail address and password chosen by the User to identify him or her and allow the User to access the Services of ManoMano.

ARTICLE 3 – TERMS AND CONDITIONS OF ACCESS TO THE PLATFORM

3.1. General information

The Platform is accessible free of charge to any User at the address 'www.manomano.co.uk'. The User must have access to the internet.

The User is responsible for the software and equipment required for the Platform Services to work and be used, or access to the internet. The User is solely responsible for the proper functioning of his or her IT equipment and his or her access to the internet.

The purchase of Products from the Sellers is subject to payment in compliance with the 'Financial provisions' article of these T&Cs of the Platform.

Any User can access, consult or use all or parts of the Platform. Any User can also subscribe to the newsletter of ManoMano.

To be able to buy Products on the Platform, the User must be a natural person, aged 18 years old and, more generally able to sign contracts.

Buyers therefore acknowledge that by placing an Order on the Platform, they are treated as "consumers" and are subject to the provisions of the Consumer Rights Act 2015.

3.2. Creation of a Personal Account or a Guest Account

To be able to buy Products on the Platform, the User must create a Personal Account or a Guest Account.

3.2.1. Creation of a Personal Account

The creation of a Personal Account enables the User to:

- manage his or her personal information (postal address, e-mail address, password);
- create his or her DIY profile and download his or her videos to the Platform;
- run a simulation of an Order (calculation of the delivery charges and the total amount of the Order);
- make an Order for Products on the Platform;
- obtain the detail of his or her Order (price of the products / cost of delivery);
- obtain information on the Orders to be paid by bank transfer;
- contact the Sellers with which an Order has been made;

- contact ManoMano's customer services;
- request an invoice.

The User can create a Personal Account:

- by clicking on the 'Sign up' tab in the 'Account' section; or
- in the context of placing an Order.

To create his or her Personal Account, the User must provide (i) a valid e-mail address and (ii) a password that does not violate third-party rights. The User undertakes to keep his or her password confidential.

The User may request that his or her Personal Account be deleted at any time.

3.2.2. Creation of a Guest Account

The creation of a Guest Account enables the User to:

- run a simulation of an Order (calculation of the delivery charges and the total amount of the Order);
- make an Order for Products on the Platform;
- obtain the detail of his or her Order (price of the products / cost of delivery);
- obtain information on the Orders to be paid by bank transfer;
- contact the Sellers with which an Order has been made;
- contact ManoMano's customer services;
- request an invoice.

The User can create a Guest Account in the context of placing an Order by providing a valid e-mail address that does not violate third-party rights.

3.3. Refusal of access to the Platform

When the User creates his or her Personal Account or Guest Account, he or she undertakes with full responsibility, control and direction to enter data which enables his or her identification and undertakes to communicate complete, accurate and up-to-date information and to not usurp the identity of a third party, nor to disguise or change his or her age.

The User also undertakes to:

- provide authentic, accurate and complete information with respect to his or her identity, address and other data required for access to the Platform, in a way as to not mislead ManoMano or the Sellers or any third party;
- update any change concerning this information;
- not access a Personal Account belonging to another User;

- take all the necessary measures to protect his or her User Credentials as well as his or her own data from any attacks;
- not use their Personal Account or Guest Account for professional purposes.

ManoMano reserves the right to suspend or refuse access, without notice or compensation, temporarily or definitively, to all or part of the Platform and/or to its Services and content in case of serious and/or repeated violation(s) by the User of the provisions of these T&Cs, in particular, and not limited to, in case of providing false, inaccurate, incomplete or outdated information, or in case of payment fraud, attempted fraud or any other criminal offence.

3.4. Availability of the Platform

ManoMano shall use its best commercial endeavours to ensure the availability of the Platform. ManoMano does not guarantee that the Platform works in every operating environment and that it is available all the time with no disruptions or errors, nor that all of the errors can be corrected. The availability of the Platform is subject to a simple obligation of means.

As the Platform is constantly developing, it is subject to one-off changes and/or temporary or permanent disruptions without notice, in particular for maintenance reasons. ManoMano shall not under any circumstances be liable in the case that the Platform is unavailable due to these changes.

In this context, ManoMano reserves the right to interrupt, momentarily suspend or amend without notice access to all or part of the Platform in order to ensure maintenance or for any other reasons without the disruption conferring a right to any obligation or compensation.

ARTICLE 4 - BEHAVIOUR OF THE USER

4.1. General behaviour of the Users

The User confirms and acknowledges that all information, data, text, messages or any other content that he or she publishes on the Platform (hereinafter 'Contribution') is under his or her full and sole responsibility.

The User undertakes to not publish Contributions contrary to current legislation and regulations.

In particular, the User is banned from:

- distributing information contrary to public policy or morality;
- hijacking the purpose of the Platform and/or Services for propaganda or proselytism,

- prospecting or solicitation;
- publishing information of a commercial or advertising nature or constituting propaganda for tobacco, alcohol or any other regulated substance, product or service;
- distributing Contributions contravening the rights of a third party or of a defamatory, injurious, obscene, pornographic or offensive nature or inciting discrimination or political, racist, xenophobic, sexist or homophobic violence;
- publishing information contravening the legislation on the protection of personal data enabling the identification of natural persons without their consent, in particular their surname, postal address and/or e-mail address, telephone number, photograph, sound or audio-visual recording, or collecting and storing personal data relating to other Users;
- fraudulently accessing the Platform and Services, as indicated in the General Terms and Conditions of Use of the Platform;
- transmitting any message containing computer viruses or any other code, file or program designed primarily to disrupt, destroy or restrict the functionality of any software, computer or telecommunication device;
- harassing another or several other Users in any way;
- providing information linking to other sites (whether by creating hypertext links or by simply providing information), the content of which would be likely to contravene any current law or regulation, and in particular would be likely to violate the rights of people and property and/or intellectual property rights.

The User is banned from making threatening, insulting, defamatory or disrespectful comments towards ManoMano and/or its employees and/or the Sellers and/or the Expert Advisors.

The User is also banned from violating third-party intellectual property rights. The User undertakes to respect the current legislation and regulations and to only use content for which he or she holds the rights, or for which the holder of the rights has given his or her express consent to its distribution, or which is free from any rights.

The User undertakes to indemnify ManoMano from any claim, loss or damage directly or indirectly arising from the User failing to comply with this obligation.

4.2. Fraudulent behaviour

Any User who acts fraudulently contrary to these General Terms and Conditions of Use risks civil and criminal proceedings which infringe in particular copyright, ancillary rights, rights of producers of databases and automated data processing systems.

Proceedings may be brought by ManoMano against the User who would not comply with these provisions.

ARTICLE 5 - ORDER PROCESS

The Order process on the Platform follows the following steps:

1. To order a Product, the User must select the desired Product and click on the 'Add to basket' tab. This is the offer to purchase the Product.

The User can add other Products by clicking on the 'Continue shopping' or finalise his or her Order by clicking on the 'Confirm basket' tab.

At this stage, the User has a summary of his or her basket. He or she can then edit or update his or her Basket.

2. To continue his or her Order, the User must click on the '**Confirm basket**' button.
3. If he or she has a Personal Account, the User must then enter his or her e-mail address and password to log in to his or her Personal Account. If he or she does not have a Personal Account, the User must create a Personal Account or Guest Account as described in Article 3.2 of the T&Cs.
4. The User must then enter his or her information relating to the delivery: surname, forename, delivery address and telephone number.
5. The User must then select a delivery method and validate it by clicking on the '**Confirm delivery**' tab.

At this stage, the User can check and edit his or her Order again.

6. To finalise his or her Order, the User must then select his or her payment method and proceed to pay for his or her Order by clicking on the 'Order and pay' tab.

By clicking on the '**Order and pay**' tab, the User expressly and unreservedly accepts these T&Cs of the Platform and the General Terms and Conditions of Sale of the Seller who is selling the purchased Product. The General Terms and Conditions of Sale of the Sellers are available on each Seller Factsheet.

7. When the payment of his or her Order is validated, the Buyer will receive an Order confirmation e-mail. This is the acceptance of the offer made by the Buyer.
8. When the Seller ships the Order, the Buyer receives a confirmation e-mail that the Product has been shipped. If the Buyer has bought Products from different Sellers, he or she will receive a shipping confirmation e-mail from each Seller.

The sales contract is concluded between the Buyer and the Seller at the time the Seller sends the Order confirmation e-mail.

ARTICLE 6 - EXPERT ADVICE SERVICE FOR USERS BY THE EXPERT ADVISORS

The Platform offers Users the possibility of receiving advice online, by chat, telephone or email, from an Expert Advisor.

Expert Advisors are available to answer Users' questions about the Products sold on the Platform. In this context, the Expert Advisor may help the User by chat, email or telephone, to find the Product best adapted to his/her needs and/or may advise him/her on the user instructions and the Product's compatibility with other Products.

The User is informed that the Products are selected by the Expert Advisor, according to his free will and according to the needs formulated by the User. The Expert Advisor undertakes to propose Products that can work correctly together due to their technical and/or physical specificities.

The use of the advisory services provided by an Expert Advisor does not commit the User to purchase the Products that the Expert Advisor has advised him/her to purchase.

ARTICLE 7 - FINANCIAL TERMS

7.1. Sale price and terms of payment

The sale prices of the Products on the Platform are indicated in pounds, including all taxes, but do not include delivery charges which will be indicated to the User during the purchase process before finally placing his or her Order.

The Buyer acknowledges that the Seller in its entire discretion determines the Prices of the Products advertised on the Platform. In addition, in the event of price reductions, the Seller solely determines the relevant reference price, the reduction in Price and the published reduced Price. The User acknowledges and agrees that ManoMano does not have any control whatsoever on the reference price determined by the Seller.

The Buyer proceeds to payment for his or her Orders directly from ManoMano, according to the payment terms available on the Platform.

The payment of the Orders placed via the Platform is made to ManoMano or to payment service providers which collect the funds on behalf of the Seller.

Any Order coming from a Buyer who has not fully or partially paid a previous Order or with which a payment dispute is in progress may be refused.

7.2. Billing

For each Product sale, the Buyer may access his or her invoice which will be either:

- included in the delivery package, or
- accessible on his or her Personal Account in the event of a specific request to the Seller via 'Order history' or,
- sent by e-mail to the Buyer when the Order is confirmed.

In the event of delivery outside the United Kingdom, the Order will then be subject to customs duties and possible taxes, for which ManoMano will be neither responsible nor in charge of the terms and conditions.

7.3. Terms of refunding the Buyer

ManoMano uses the same payment method as the one that the Buyer used when placing his or her Order to refund the Buyer, irrespective of the reason for refunding the Order.

ARTICLE 8 - DELIVERY OF THE PRODUCTS BY THE SELLERS

8.1. Delivery costs

The minimum delivery costs applicable to the Order of a Product are indicated on the Product Factsheet below the sale price.

The final delivery costs which the Buyer should pay will be communicated in the Order process in the '*Delivery of your purchases*' stage.

8.2. Terms of delivery

The Buyer is informed that the URL www.manomano.co.uk is solely for the promotion and sale of the Products in the U.K and Products may only be delivered if:

- the Seller offers delivery in the United Kingdom only ; or
- the Buyer has a delivery address valid in United Kingdom ; or
- if the Buyer can collect the Products from a collection point located in the United

Kingdom.

The Products are delivered by the Seller to the address indicated by the Buyer when he or she places his or her Order. The Product is the Buyer's responsibility from the time it is delivered to this address.

The Seller can offer different delivery methods to the Buyer, directly to the address indicated by the Buyer when he or she places his or her Order and/or to a collection point.

The Buyer selects and validates the delivery method in his or her Order in the 'Order delivery' step.

The Buyer may choose between the different delivery methods offered by the Buyer (by carrier, by post or by another delivery method) and their respective prices.

The Buyer can follow the status of his or her Order in his or her Personal Account in the 'Account' section.

8.3. Receipt of the Products

The Buyer must check the condition of the Products upon receipt in order to be able to confirm their compliance with the Order.

In the event of non-conformity or apparent deterioration of the package, when the package is hand-delivered to the Buyer and when it is possible to check the Product at the time of delivery, the Buyer must immediately make a complaint to the carrier about the condition of the package and the Product, if the Product or its packaging has been damaged during transport.

8.4. Delivery delay/absence

In the event of delay or full or partial non-receipt of the Product(s) ordered, the Buyer is invited to contact the Seller from the delivery date agreed in order to solve the problem.

The Buyer can contact the Seller via his or her Personal Account.

In the event of no response or an unsatisfactory response from the Seller within the time periods allowing for a Concrete Guarantee to be initiated as specified in Annex 1, the Buyer can ask ManoMano to open a Concrete Guarantee.

8.5. Product returned to the Seller

If a Product is returned to the Seller for a reason, such as 'unclaimed' or 'does not live at the address indicated':

- the Buyer will be refunded with the price of his or her Order (excluding Product return costs); and/or
- in the event of agreement between the Buyer and Seller, the Product may be resent to the Buyer in which case, the Buyer must pay the associated costs (costs for returning the product and costs for resending it).

After one month with no communication from the Buyer, the Products will no longer be shipped and the Buyer shall not be entitled to refund, exchange or compensation.

8.6. Liability of the Seller

The Seller is fully liable with respect to the Buyers for the fulfilment of the Orders placed via the Platform and in particular the proper flow of the Products by its carriers.

Consequently, the Seller is fully liable with respect to the Buyers for any problem linked to the delivery (delivery delay, defect on the Product delivered, Product broken during the transport, Product never delivered due to theft, an error by the Seller and/or the carrier it engaged, etc.), except in the case of an error attributable to ManoMano during the communication of the Seller's Order information.

8.7. Transfer of Risk

The Buyer is fully responsible for the Products from the time of delivery to the address provided with the Order.

8.8. Transfer of title

Title in the Product ordered passes to the Buyer upon receipt of full payment by ManoMano.

ARTICLE 9 - RIGHT OF WITHDRAWAL

In compliance with the applicable legislation, the Buyer has a period of fourteen (14) calendar days to exercise his or her right of withdrawal and receive a refund without having to justify reasons or pay penalties, **with the exception of the costs of returning the Product for which he or she is liable.**

The conditions for exercising this right of withdrawal are detailed in the T&Cs of each Seller and in the FAQs accessible [here](#).

Each refund will be made via the intermediary of ManoMano in agreement with the Seller.

ARTICLE 10 – NON-COMPLIANT, INCOMPLETE OR DEFECTIVE PRODUCTS

10.1. Receipt of a non-compliant, incomplete or defective Product

In the event of receipt of a deteriorated, defective, incomplete or non-compliant parcel, the Buyer is invited to contact the Seller in order to solve the problem.

The Buyer can contact the Seller via his or her Personal Account under the terms and conditions described in the FAQs, accessible [here](#).

In the event of no response or an unsatisfactory response from the Seller within the time periods allowing for a Concrete Guarantee to be opened specified in Annex 1, the Buyer can ask ManoMano to open a Concrete Guarantee.

10.2. Legal guarantees

The Seller acting in a professional capacity undertakes to comply with the legal and regulatory provisions relating to online and distance selling.

In this regard, and with the exception of the guarantee offered by ManoMano, the Seller is primarily bound by the legal warranties that the Products meets the description, are fit for purpose and of a satisfactory quality.

The terms and conditions for exercising these legal guarantees are detailed under the T&Cs of the Seller.

Each refund, irrespective of the reason, will be made via the intermediary of ManoMano which will have the right to refuse it in agreement with the Seller.

ManoMano cannot be involved in the guarantees assumed by the Sellers in any way.

ARTICLE 11 - CONCRETE GUARANTEE

Without prejudice to the User's rights and warranties available under the law, ManoMano has put a commercial guarantee in place for the eligible Buyers, the so-called "Concrete Guarantee", in order to facilitate the resolution of potential disputes which arise between the Buyers and Sellers on the following grounds:

- Order not validated
- Order not dispatched
- Order not delivered
- Order or Product delivered non-compliant, defective, incomplete, damaged or broken
- Product shown to be faulty when used
- The Seller has not responded to a withdrawal request
- Following a complaint, the Buyer did not receive the expected refund, whereas the Product was returned to the Seller
- Following a complaint, the Buyer did not receive the Product or part that should have been sent to it by the Seller
- Invoice not received or incorrect invoice

The terms and conditions of opening and implementing the Concrete Guarantee are described in Annex 1 of these T&Cs.

The Buyer is informed that the Concrete Guarantee cannot be applied:

- if the terms and conditions of opening and implementing the Concrete Guarantee are not fulfilled;
- if the Buyer damaged the Product;
- the Product has been lost after it has been received by the Buyer;
- the payment of the Product by payment card has been rejected by the issuing bank;
- the Product has been bought fraudulently on the Platform.

ARTICLE 12 – SPARE PARTS

The Buyer can contact the Seller at any time to find out the period during which or the date until which the spare parts crucial for the use of the Product are available.

ARTICLE 13 – RATING, REFERENCING AND CLASSIFICATION OF THE SELLERS AND PRODUCTS

ManoMano has implemented a rating system on the Platform enabling the Buyer to leave an opinion on the purchased Product and on his or her buying experience on the Platform.

This rating system is described in the [‘Consumer information’ section](#).

ARTICLE 14 – NEWSLETTER

Any User who does not have a Personal Account and wishes to receive the ManoMano newsletter must register online. To subscribe to the newsletter, the User must enter his email address in the corresponding field.

ARTICLE 15 – INTELLECTUAL PROPERTY

15.1. Content of the Platform

Any use, reproduction, copy, distribution of one or more elements of the Platform for anything other than private use is banned.

All of the content and Services of the Platform, including to an unlimited extent, the domain name, text, artwork, graphics, photographs, illustrations, sounds, images, audio and video, but also the structure, site map, design and organisation of its sections, their headings, existing or upcoming, is protected by intellectual property and/or commercial rights, held, claimed, or licensed by ManoMano, with the authorisation of the holders of these rights, and if necessary, of the Sellers and/or its Partners.

ManoMano grants all Users a non-exclusive, personal and non-transferable right to use the Platform and the Services for their personal use. This right is granted for the length of time the Platform is used. This granting of rights does not constitute the transfer of any intellectual property and/or commercial right to the User.

Consequently, all Users are banned from reproducing in any format, directly or indirectly, the elements referred to in the previous paragraphs, as well as altering brands, patents, names, abbreviations, logos, colours, graphics or other trademarks featuring on the elements provided by ManoMano and more generally use or exploit these elements.

15.2. Databases

ManoMano is the producer and owner of all or part of the databases, their structure and their content comprising the Platform subject to the respective rights held by the Sellers and/or its Partners.

By accessing the Platform, the User acknowledges that the data comprising it is legally protected, and, that he or she is banned from extracting, reusing, storing, reproducing,

representing or preserving, directly or indirectly, in any medium, by any method and in any format, all or partially qualitatively or quantitatively substantial, of the content of the databases featuring on the Platform to which he or she has access, as well as repeatedly and systematically extracting or reusing qualitatively and quantitatively non-substantial parts if these operations manifestly exceed the conditions of normal use.

15.3. Trademarks

ManoMano primarily holds the copyrights to the term 'ManoMano' and the associated logo(s) in the European Union. Any use of the trademark 'ManoMano' and any other trademarks, figurative or not, belonging to ManoMano or to third parties without prior express consent exposes the User to criminal and/or civil proceedings.

15.4. Content of the Product Factsheets

The content of the Product Factsheets, primarily including all photographs, text, illustrations, images and/or videos describing the Products sold on the Platform, are put online by the Sellers at their sole responsibility.

Consequently, the User shall not hold ManoMano liable in the case where the content of the Product Factsheets provided by the Sellers infringe the rights of third parties.

In the event of proven infringement of the rights of a third party with respect to the publication of all or part of a Product Factsheet on the Platform, ManoMano undertakes to endeavour to promptly take measure to stop this infringement as soon as it is aware of it and withdraw the litigious content from the Platform.

ARTICLE 16 – ROLE AND LIABILITY OF MANOMANO

ManoMano, in its capacity as operator of the Platform, acts as an intermediary for connecting Sellers, Users and Buyers on the Platform.

In its capacity as host, ManoMano shall not be liable as a result of activities or information stored on the Platform if it has no knowledge of their illicit nature or any facts or circumstances making this character come to light or if, from when it became aware of it, it has acted promptly to withdraw this data or to render access to it impossible.

Consequently, ManoMano is not liable with respect to:

- the Product Factsheets and Seller Factsheets, and more broadly all content and/or information provided by the Sellers on both the features of the Products and their

condition or their price, the Sellers being solely liable for the proper performance of their legal precontractual information obligations with the Buyers, as well as the accuracy and completeness of the information and content that it provides and whether it is up-to-date, except for when it is established that ManoMano is at fault;

- the opinions posted by Buyers following their Orders;
- advice given via the Platform by the Expert Advisors.

Furthermore, ManoMano is not subject to a general obligation to monitor the information transmitted by the Sellers and stored on the Platform on their account.

Furthermore:

- The Products are sold by the Sellers on the Platform at their sole liability;
- ManoMano is not party to the sales contract concluded between the Buyers and Sellers when Orders are placed nor is it the Seller's agent.

Consequently, ManoMano would not be held liable for any disputes linked to Orders placed via the Platform, except if it is established to be at fault.

ManoMano shall not be liable:

- in case of deletion, no storage capacity, incorrect or inopportune transmission of information or data appearing on the Platform or resulting from the Services;
- in case of damages incurred by the User linked to the performance or non-performance of the Services of the Platform
- in case of damage likely to result from downloading or using the information or data available on the internet via the Services of the Platform, such as damage caused on IT systems, data losses.

ARTICLE 17 - PERSONAL DATA

When navigating the Platform and using the Services which are offered there, personal data concerning Users is collected and processed by ManoMano.

For more information on the processing of personal data carried out in this context, you can consult our data protection policy, accessible [here](#).

ARTICLE 18 - REPORTING CONTENT

ManoMano has put a tool in place enabling any User to report any publication of an illegal nature on the Platform, in particular any content promoting crimes against humanity and acts

of terrorism, inciting racial hatred and hatred of people because of their gender, their sexual orientation or identity or their disability, as well as child pornography, inciting violence (in particular, inciting sexual and sexist violence), as well as undermining human dignity in order to enable the removal of the content in question.

Any user can also request that ManoMano removes content protected by intellectual property rights.

To request the removal of content, the User must send a letter to ManoMano's legal team at the address 52 rue Bayen 75017 Paris, providing the following information:

- for natural persons: their surname, forename, residence and telephone number;
- for legal entities: their name, company name, address, telephone number and the identity of their legal representative;
- a description of the illegal content;
- the reasons for the withdrawal request of the illegal content , including the legal provisions and justification for the facts;
- the date on which the illegal content was noticed;
- the URL of the illegal content.

ARTICLE 19 - GENERAL PROVISIONS

To be admissible, all notifications by a User should be detailed, indicate clearly the reasons for dissatisfaction and be sent to ManoMano by letter, e-mail or via his or her Personal Account. A customer service is also accessible from Monday to Friday, from 8am to 8pm, Saturday from 9am to 6pm and Sunday from 9am to 3pm., at the following number 01766 808005, where any question or complaint from the User can be dealt with.

The parties are not liable for any delay or non-performance if these are linked to an event outside either party's control , as defined by the provisions or, more generally, by established case-law,

In the event that a provision of the General Terms and Conditions of Use becomes invalid, unenforceable, obsolete, illegal or inapplicable due to a law, a regulation or following a court ruling, this shall not affect the validity, legality or applicability of the other provisions of the T&Cs and shall not absolve the User from performing his or her valid contractual obligations.

No failure or delay by a party to exercise any right or remedy provided under the General Terms and Conditions of Use or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Unless it expressly states otherwise, the General Terms and Conditions of Use does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the General Terms and Conditions of Use.

ARTICLE 20 – DISPUTES AND APPLICABLE LAW

These T&Cs of the Platform are governed by English law. They are written in English. In the case where they are translated into one or more languages, only the English text shall prevail in the case of dispute.

In compliance with the applicable legislation, the Buyer may bring an action in the jurisdiction of the place where he or she resides at the time the contract is concluded or the damage occurs in addition to one of the competent jurisdictions.

The European Commission provides EU consumers with an online dispute resolution platform to resolve disputes amicably. Consumers can up until the Exit Day lodge a complaint on the following link: <http://ec.europa.eu/consumers/odr/>.

Specific Terms and Conditions of Use of the ManoManoPro Platform

Specific ManoManoPro Terms and Conditions applicable from 05.04.2022

Within the Platform, a dedicated sales area is offered, which is directly accessible under the url pro.manomano.co.uk and/or on the ManoManoPro Application (hereinafter "the **ManoManoPro Platform**") and is exclusively reserved for professionals acting within the framework of their professional activity (hereinafter "the **Pro Buyers**") within which the latter may place Orders and access (i) specific Product offers for professionals (hereinafter "the **Pro Products**") and (ii) more generally, the Products of the Platform. In order to access the ManoManoPro Platform, the Pro Buyer must first create and then log in to his or her Pro Personal account.

Within the framework of the ManoManoPro Platform, the Pro Buyer can benefit from :

- Pro Product offers;
- advantageous rates on certain Pro Products;
- advantageous delivery times on certain Pro Products;
- a dedicated and specialised customer service, accessible by telephone/chat/email.

Pro Products are identified on the ManoManoPro Platform with the word "PRO". ManoMano reserves the right at any time to remove a Product from the Pro Products catalogue.

Pro Buyers wishing to place an Order are only allowed to place Orders on the ManoManoPro Platform, any purchase on the Platform being exclusively reserved for consumers.

Consumers, within the meaning of the Consumer Rights Act 2015, that is any individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession, are not allowed to place an Order on the ManoManoPro Platform.

ARTICLE 1 - TERMS AND CONDITIONS OF ACCESS TO THE MANOMANOPRO PLATFORM

1.1 Conditions of access to the ManoManoPro Platform

Only Pro Buyers, established in the United Kingdom, who can prove their professional status are authorised to access the ManoManoPro Platform and place Orders with Sellers.

To access the ManoManoPro Platform and use the Services, the Pro Buyer must comply with the following conditions:

- Declare a company registered with Companies House, be a sole trader or in a partnership established in the United Kingdom and still in activity,
- For companies : enter a valid company registration number (CRN) or the registered name of the company,
- For sole traders or partnerships: certify that it is a professional and be able to justify his or her professional status.

1.2 How to access the ManoManoPro Platform

Access to the ManoManoPro Platform is free.

To access the ManoManoPro Platform, the Pro Buyer must first create a Pro Personal Account.

Any Buyer who already has a Personal Account on the Platform and wishes to place Orders on the ManoManoPro Platform as a Pro Buyer may transform their Personal Account into a Pro Personal Account: all the data in their Personal Account (personal information, purchase history) will then be transferred to their Pro Personal Account.

When creating the Pro Personal Account, the Pro Buyer, being a - or represented by a - duly authorised person, must (i) enter if he/she represents a registered company, his/her company number or company name, as registered with Companies House or (ii) if he/she is a sole trader or in a partnership, certify by clicking on the tickbox in the registration funnel that he/she is a professional, in order to confirm his/her professional status, and (iii) in any case, enter his/her first and last name, telephone number, e-mail address and speciality.

Some features may not be available on the ManoManoPro Mobile Application.

IN THE EVENT THAT A USER BUYS PRODUCTS ON THE MANOMANOPRO PLATFORM WITHOUT BEING A PROFESSIONAL, THIS USER SHALL BE LIABLE TO THE SELLERS AND TO MANOMANO. AS THE PROFESSIONAL STATUS IS AN ESSENTIAL AND DETERMINING CONDITION FOR THE CONCLUSION OF A SALES CONTRACT ON THE MANOMANO PRO PLATFORM, THE SALES CONTRACT CONCLUDED BETWEEN THE SELLER AND THE USER MAY BE CANCELLED BY THE SELLER IF THE USER DOES NOT PROVE HIS PROFESSIONAL STATUS. NO GUARANTEE ON THE PRODUCTS ORDERED WILL THEREFORE BE GRANTED TO THIS USER.

ARTICLE 2 - RULES APPLICABLE TO THE USE OF THE MANOMANOPRO PLATFORM AND SERVICES

The Pro Buyer is hereby informed that all the rules applicable within the Platform, as described in the General Terms of Use of the Platform, are applicable to him/her when using the ManoManoPro Platform and the Services.

For each of their Orders placed on the ManoManoPro Platform, the Pro Buyer may thus benefit from :

- a right of withdrawal from the contract within fourteen (14) calendar days of receiving the Order, under the conditions described in article 9 of the T&C's;

- the guarantees described in article 10.2 of the T&C's and in particular the Concrete Guarantee, the terms and conditions of which are described in Appendix 1 of these T&C's.

The Pro Buyer is informed that he/she can only receive delivery of his/her Orders in the United Kingdom.

A customer service is also available from Monday to Friday, from 8am to 6pm local time, at the following number 08081347752, to answer any questions or complaints from Pro Buyers.

ARTICLE 3 - PRICES & BILLING

The sales price of the Pro Products is indicated in pounds (GBP), excluding VAT and including all taxes.

For all Orders for Pro Products, the Pro Buyer will receive an invoice which will be sent to him/her either by email upon confirmation of his/her Order, or within his/her delivery, or in his/her Pro Personal Account.

For all Orders for Products that are not identified as Pro Products, the Buyer may obtain an invoice from the Seller upon request.

ARTICLE 4 - LIABILITY OF THE PRO BUYER

The Pro Buyer remains fully and personally responsible for its use of the ManoManoPro Platform and the Services.

It is the responsibility of the User to use the ManoManoPro Platform and the Services in compliance with the legal and regulatory provisions in force and in compliance with the provisions of the General Terms and Conditions of Use of the Platform and these specific terms of use of the ManoManoPro Platform.

When using the ManoManoPro Platform, the User agrees to :

- provide reliable, accurate and truthful information to justify their professional status;
- not to usurp the identity of a third party and in particular that of a professional.

IN THIS RESPECT, THE USER SHALL BE SOLELY RESPONSIBLE FOR THE ACCURACY, CONSISTENCY AND COMPLETENESS OF THE DATA HE/SHE HAS PROVIDED WHEN CREATING HIS/HER PRO PERSONAL ACCOUNT.

IN THE EVENT OF FRAUD, FORGERY, MISREPRESENTATION BY THE USER OF HIS OR HER PROFESSIONAL STATUS OR IDENTITY THEFT BY THE LATTER:

- **MANOMANO WILL IMMEDIATELY PROCEED TO DELETE THE USER'S PRO PERSONAL ACCOUNT AND WILL TAKE ALL MEASURES IT DEEMS NECESSARY TO EXERCISE ITS RIGHTS.**
- **MANOMANO CANNOT BE HELD RESPONSIBLE IN ANY WAY.**

ANNEXE 1 - CONCRETE GUARANTEE

ManoMano wished to put in place a commercial guarantee, hereinafter referred to as the “Concrete Guarantee”, to facilitate the resolution of certain incidents affecting the Orders placed on the Platform by the Buyers. If the conditions of the Concrete Guarantee are met and no satisfactory solution is implemented by the Seller, ManoMano may act by reimbursing the Buyer, partially or totally as the case may be, at the expense of the Seller.

It is recalled that, independently of this Concrete Guarantee, the Seller remains bound by the legal obligations incumbent on it in the country of delivery of the Product (legal guarantees, right of withdrawal, etc.) as well as by its obligations under the Contract.

The terms and conditions of implementation of the Concrete Guarantee are set forth below.

I. GENERAL INFORMATION ON THE OPERATION OF THE CONCRETE GUARANTEE

1. How do I open a Concrete Guarantee?

In order for a Concrete Guarantee to be opened:

- **the incident affecting the Buyer's Order must correspond to one of the cases provided for in the Clause “II- Incidents covered by the Concrete Guarantee”** (1. Order not validated / 2. Order not dispatched / 3. Order not delivered / 4. Order or Product delivered non-compliant, defective, incomplete, damaged or broken/ 5. Product shown to be faulty when used / 6. The Seller has not responded to a withdrawal request/ 7. Following a complaint, the Buyer did not receive the expected refund, whereas the Product was returned to the Seller / 8. Following a complaint, the Buyer did not receive the Product or part that should have been sent to it by the Seller

- / 9. Invoice not received or incorrect invoice); and
- **the specific conditions and deadlines required for the opening of a Concrete Guarantee** and detailed for each incident in Clause “II- Incidents covered by the Concrete Guarantee” **must be met**; and
- **ManoMano must be aware of the incident affecting the Buyer's Order**, including following a complaint from the Buyer to ManoMano.

A Concrete Guarantee cannot be opened when:

- the Buyer has not paid the full price of his Order, or, in the event of subscription to the option to pay in three (3) instalments (when offered), has not paid the first monthly payment;
- payment of the Order by bank card has been rejected by the issuing bank;
- the Product was fraudulently purchased on the Platform.

In any event, ManoMano shall inform the Buyer by email that:

- a Concrete Guarantee has been opened; or
- the request to open a Concrete Guarantee has been refused. ManoMano shall state the reasons for its refusal.

2. What happens when a Concrete Guarantee is opened?

- **The Seller has a time limit within which to implement a satisfactory solution**

From the opening of a Concrete Guarantee by ManoMano, the Seller has a certain period of time to implement a satisfactory solution that would lead to the incident being resolved. The solution that the Seller must implement and the time within which it must act depends on the incident (see “II- Incidents covered by the Concrete Guarantee”).

Once the Seller has implemented a satisfactory solution within the specified period, the Concrete Guarantee is closed by ManoMano in favour of the Seller.

- **If the Seller has not implemented a satisfactory solution by the end of the period, the Buyer is refunded**

When the Seller has not implemented a satisfactory solution within the period within which it must act (see “II- Incidents covered by the Concrete Guarantee”), the Concrete Guarantee is closed in favour of the Buyer: the Buyer's Order is refunded, partially or in full as the case may be, at the Seller's expense.

In any event, a Buyer may not be reimbursed for an amount greater than the amount of the Order (including delivery costs).

3. In which cases may the deadline for opening the Concrete Guarantee be extended?

ManoMano may decide to extend the period for opening the Concrete Guarantee in the following cases:

- when the Buyer does not respond to ManoMano's requests (examples: request for additional information, etc.). In this case, the Concrete Guarantee may be extended by a maximum of **seven (7) calendar days** in an attempt to resolve the dispute. With no response from the Buyer by the end of this period, the Concrete Guarantee is closed without action; or
- in the cases indicated in Clause "II- Incidents covered by the Concrete Guarantee".

II. INCIDENTS COVERED BY THE CONCRETE GUARANTEE

1. Order not validated

- ***What are the specific conditions for opening a Concrete Guarantee?***

1. On the date of the scheduled delivery date of his Order, the Buyer has not received an email confirming the preparation of his Order.

2. The Seller has been informed of the incident:

- by the Buyer, who has sent it a message via his Personal Account; or
- by ManoMano, if ManoMano became aware of the incident before the Seller was informed by the Buyer.

3. The Seller has not implemented a satisfactory solution (i.e. validation of the Order and its shipment, or cancellation of the Order and its full refund) to attempt to resolve the incident, within **two (2) working days** of the Buyer's or ManoMano's message.

If these conditions are met, a Concrete Guarantee may be opened by ManoMano.

- ***What happens when a Concrete Guarantee is opened?***

From the date of opening the Concrete Guarantee, the Seller shall have a period of **three (3) working days** to implement one of the following solutions:

- validate and dispatch the Order; or

- if unable to dispatch the Order within three (3) working days, or if the Buyer refuses this solution: cancel and refund the Order in full (price of the Product(s) and delivery costs).

If none of these solutions has been implemented by the Seller by the end of the period of three (3) working days, ManoMano shall close the Concrete Guarantee in favour of the Buyer: the Buyer's Order shall be refunded in full (price of the Product(s) and delivery costs).

2. Order not dispatched

- ***What are the specific conditions for opening a Concrete Guarantee?***

1. On the day of the latest delivery date as specified in the Order confirmation email, the Buyer has not received a shipping confirmation email of his Order.

2. The Seller is informed of the incident within **thirty (30) calendar days** of the latest delivery date as specified in the Order confirmation email:

- by the Buyer, who has sent it a message via his Personal Account; or
- by ManoMano, if ManoMano became aware of the incident before the Seller was informed by the Buyer.

3. None of the following solutions have been implemented by the Seller:

- the Seller has not responded to the Buyer or ManoMano within **two (2) working days** of the Buyer's or ManoMano's message; or
- the Seller has not implemented a satisfactory solution (namely the dispatch or cancellation of the Order and its full refund) to attempt to resolve the incident, within **four (4) working days** of the Buyer's or ManoMano's message.

If these conditions are met, a Concrete Guarantee may be opened by ManoMano.

- ***What happens when a Concrete Guarantee is opened?***

From the date of opening the Concrete Guarantee, the Seller shall have a period of **three (3) working days** to implement one of the following solutions:

- dispatch the Order and send the parcel's tracking number to the Buyer. The Concrete Guarantee may be extended by a maximum of fifteen (15) calendar days to verify receipt of the Order by the Buyer; or
- if unable to dispatch the Order within three (3) working days, or if the Buyer refuses this solution: cancel the Order and refund it in full (price of the Product(s) and delivery costs); or
- any other solution leading to the resolution of the incident.

If none of these solutions has been implemented by the Seller by the end of the period of three (3) working days, ManoMano shall close the Concrete Guarantee in favour of the Buyer: the Buyer's Order shall be refunded in full (price of the Product(s) and delivery costs).

3. Order not delivered

- ***What are the specific conditions for opening a Concrete Guarantee?***

1. On the latest delivery date as specified in the Order confirmation email, the Order was shipped but was not delivered to the Buyer (examples: parcel lost, blocked, stolen, dispatched without tracking, etc.).

2. The Seller is informed of the incident within **thirty (30) calendar days** of the latest delivery date as specified in the Order confirmation email:

- by the Buyer, who has sent it a message via his Personal Account; or
- by ManoMano, if ManoMano became aware of the incident before the Seller was informed by the Buyer.

3. None of the following solutions have been implemented by the Seller:

- the Seller has not responded to the Buyer or ManoMano within **two (2) working days** of the Buyer's or ManoMano's message; or
- the Seller has not implemented a satisfactory solution (namely the dispatch or cancellation of the Order and its full refund) to attempt to resolve the incident, within **four (4) working days** of the Buyer's or ManoMano's message.

4. If the Seller disputes the non-receipt of the Order by the Buyer: the Buyer must communicate, at the request of the Seller or ManoMano, a statement made upon honour that he has not received the Order, as well as a copy of his identity document.

WARNING: if the Seller provides indisputable proof that the Order has been received by the Buyer (signed certificate from the carrier or signature of the identity document identical to that appearing on the delivery slip of the Order), ManoMano will not open a Concrete Guarantee.

If these conditions are met, a Concrete Guarantee may be opened by ManoMano.

- ***What happens when a Concrete Guarantee is opened?***

From the date of opening the Concrete Guarantee, the Seller shall have a period of **five (5) working days** to implement one of the following solutions:

- dispatch the Order and send the parcel's tracking number to the Buyer. The Concrete Guarantee may be extended by a maximum of fifteen (15) calendar days to verify receipt of the Order by the Buyer; or
- if unable to dispatch the Order within five (5) working days, or if the Buyer refuses this solution: cancel and refund the Order in full (price of the Product(s) and delivery costs); or
- any other solution leading to the resolution of the incident.

If the Seller initiates an investigation with the carrier during the period for opening the Concrete Guarantee, and provided that the Seller has provided ManoMano with proof of such

investigation, the Concrete Guarantee may be extended for a maximum of seven (7) calendar days from the date of the opening of the investigation.

WARNING: if the Seller disputes the non-receipt of the Order and provides indisputable proof that the Order has been received by the Buyer (signed certificate from the carrier or signature of the identity document identical to that appearing on the delivery slip of the Order), ManoMano closes the Concrete Guarantee in favour of the Seller: the Buyer's Order is not refunded.

If none of these solutions has been implemented by the Seller by the end of the period five (5) working days, ManoMano closes the Concrete Guarantee in favour of the Buyer: the Buyer's Order is refunded in full (price of the Product(s) and delivery costs).

4. Order or Product delivered non-compliant, defective, damaged, broken or incomplete

- ***What are the specific conditions for opening a Concrete Guarantee?***

1. The Product is delivered to the Buyer and he finds, either directly after opening the package, or after installing or assembling the Product if the defect could be found only after its installation or assembly, that:

- the Product delivered does not comply with the description given by the Seller (difference concerning the technical characteristics, colour, dimensions, etc.); or
- the Product delivered is defective (not functional or not compliant with the reasonably expected use); or
- the Product received is damaged or broken; or
- the Order received is incomplete (examples: missing Product(s), missing Part(s), missing Product component(s), missing user's instructions or in a language other than the Buyer's, etc.).

2. The Buyer informs the Seller of the incident within **fifteen (14) calendar days** of the date of delivery of the Product, by sending a message via his Personal Account and attaching to his claim the following:

- in the event of a Product received that is non-compliant, defective, damaged or broken: photograph(s) and/or video(s) evidencing the same;
- in the case of an incomplete Order received, as the case may be: a photograph(s) showing the same or, at the request of the Seller or ManoMano, a statement made upon honour signed by the Buyer that the Order is incomplete.

3. None of the following solutions have been implemented by the Seller:

- the Seller has not responded to the Buyer within **two (2) working days** of the Buyer's message; or
- the Seller has not implemented a satisfactory solution (i.e. repair, replacement of the Product and/or part(s), sending the missing item(s) or refunding the Order) to attempt to resolve the incident, within **four (4) working days** of the Buyer's message.

It is specified that the solution implemented by the Seller will only be considered satisfactory if:

- where the Product must be returned to the Seller: the costs of returning the Product are borne by the Seller. The Seller sends the Buyer a prepaid return label or arranges the collection of the Product at its own expense;
- where a Product or parts are to be sent to the Buyer: the delivery costs are borne by the Seller.

If these conditions are met, a Concrete Guarantee may be opened by ManoMano.

WARNING: if the Seller has initiated an appraisal of the non-compliant Product and has communicated an appraisal document to ManoMano which shows that the defect is attributable to the Buyer, ManoMano will not open a Concrete Guarantee.

- ***What happens when a Concrete Guarantee is opened?***

From the date of opening the Concrete Guarantee, the Seller shall have a period of **seven (7) working days** to implement one of the following solutions:

- to which is given priority, and at its own expense, the repair or replacement of the Product and/or part(s) or dispatch of the missing element(s). The Seller must communicate the parcel's tracking number to the Buyer. In this case, the costs of return and/or delivery must be borne by the Seller. The Concrete Guarantee may be extended by up to fifteen (15) calendar days to verify receipt of the parcel by the Buyer; or
- if the Seller is unable to implement any of these solutions (examples: repair impossible, Product(s) or missing part(s) or item(s) out of stock, etc.):
 - if the Buyer does not wish to keep the Product: refund the Product in full (price of the Product and delivery costs included) in consideration for the return of the Product to the Seller. The cost of returning the Product must be borne by the Seller (prepaid return label sent or collection of the Product organised at its expense);
 - if the Buyer wishes to keep the Product: partially refund the Order to the Buyer (amount to be determined between the Seller and Buyer); or
- any other solution leading to the resolution of the incident.

If the Seller initiates an investigation with the carrier during the period for opening the Concrete Guarantee, and provided that the Seller has provided ManoMano with proof of such investigation, the Concrete Guarantee may be extended for a maximum of seven (7) calendar days from the date of the opening of the investigation.

WARNING: the Seller has the right to carry out an appraisal of the Product, at its own expense, to determine the origin of the defect. In this case, the Concrete Guarantee will be extended for the duration of the appraisal, and for a maximum period of fifteen (15) calendar days from receipt of the Product by the Seller, upon presentation by the Seller of proof thereof. If the appraisal document shows that the Product's defect is attributable to the Buyer, ManoMano closes the Concrete Guarantee in favour of the Seller: the Buyer's Order is not refunded.

If none of these solutions has been implemented by the Seller after the period of seven (7) working days, ManoMano shall terminate the Concrete Guarantee in favour of the Buyer: the Buyer shall have the choice between the following solutions:

- if the Buyer wishes to return the Product: obtain a full refund of the Product (price of the Product and delivery costs); or
- if the Buyer wishes to keep the Product: obtain a partial refund of the Product (up to 50% of the price of the Product).

In the event of a full refund of the Product, the Buyer agrees to:

- if the Seller has previously provided a prepaid return label: proceed with the return of the Product within **ten (10) calendar days** of the closing date of the Concrete Guarantee. The said period of ten (10) calendar days may be extended if the Seller and Buyer reach an agreement;
- if the Seller organises the collection and return of the Product at its expense: make the Product available to the Seller for **ten (10) calendar days** for its collection. The said period of ten (10) calendar days may be extended if the Seller and Buyer reach an agreement.

5. Product shown to be faulty when used

- ***What are the specific conditions for opening a Concrete Guarantee ?***

1. When used, and within **one (1) year** of the date of delivery of the Product, the Product proves to be non-compliant, namely:

- aspects of the Product are different from those advertised by the Seller; or
- the Product is unfit to be used in the same way as a similar product is usually used and the Buyer could not have noticed this when receiving the Product; or
- the Product has not been installed correctly by the Buyer due to deficient instructions.

This case therefore does not cover:

- the apparent defect of the Product; or
- deterioration of the Product due to abnormal use of the Product or normal wear and tear of the Product; or
- the defect results from materials that the Buyer has supplied or added.

2. The Buyer informed the Seller as soon as the defect was found, by sending a message via his Personal Account and attaching a photograph(s) and/or video(s) evidencing the defect.

3. None of the following solutions have been implemented by the Seller:

- the Seller has not responded to the Buyer within **two (2) working days** of the Buyer's message; or
- the Seller has not implemented a satisfactory solution (i.e. repair, replacement of the Product and/or part(s) or refund of the Order) to attempt to resolve the incident, within **four (4) working days** of the Buyer's message.

It is specified that the solution implemented by the Seller will only be considered satisfactory if:

- where the Product must be returned to the Seller: the costs of returning the Product are borne by the Seller. In this case, the Seller shall send the Buyer a prepaid return label or arrange for the Product to be collected at its own expense;
- where a Product or parts are to be sent to the Buyer: the delivery costs are borne by the Seller.

WARNING: if the Seller has initiated an appraisal of the defective Product and has communicated an appraisal document to ManoMano which demonstrates that the defect is attributable to the Buyer, ManoMano will not open a Concrete Guarantee.

If these conditions are met, a Concrete Guarantee may be opened by ManoMano.

- ***What happens when a Concrete Guarantee is opened?***

From the date of opening the Concrete Guarantee, the Seller has a period of **seven (7) working days** to implement one of the following solutions:

- to which is given priority, and at its own expense, the repair of the Product or dispatch of a replacement Product and/or part(s). The Seller must communicate the parcel's tracking number to the Buyer. In this case, the costs of return and/or delivery must be borne by the Seller. The Concrete Guarantee may be extended by up to fifteen (15) calendar days to verify receipt of the parcel by the Buyer; or
- where unable to implement these solutions (examples: repair impossible, Product(s) or part(s) out of stock, etc.):
 - if the Buyer does not wish to keep the Product: refund the Product in full (price of the Product and delivery costs included) in consideration for the return of the Product to the Seller. The cost of returning the Product must be borne by the Seller (prepaid return label sent or collection of the Product organised at its expense); or
 - if the Buyer wishes to keep the Product: partially refund the Order to the Buyer (amount to be determined in agreement with the Buyer); or
- any other solution leading to the resolution of the incident.

WARNING: the Seller has the right to carry out an appraisal of the Product, at its own expense, to determine the origin of the defect. In this case, the Concrete Guarantee will be extended for the duration of the appraisal, and for a maximum period of fifteen (15) calendar days from receipt of the Product by the Seller, upon presentation by the Seller of proof thereof. If the appraisal document shows that the Product's defect is attributable to the Buyer, ManoMano will close the Concrete Guarantee in favour of the Seller: the Buyer's Order is not refunded.

If none of these solutions has been implemented by the Seller after the period of seven (7) working days, ManoMano shall terminate the Concrete Guarantee in favour of the Buyer: the Buyer shall have the choice between the following solutions:

- if the Buyer wishes to return the Product: obtain a full refund of the Product (price of the Product and delivery costs); or

- if the Buyer wishes to keep the Product: obtain a partial refund of the Product (up to 50% of the price of the Product).

In the event of a full refund of the Product, the Buyer agrees to:

- if the Seller has previously provided a prepaid return label: proceed with the return of the Product within **ten (10) calendar days** of the closing date of the Concrete Guarantee. The said period of ten (10) calendar days may be extended if the Seller and Buyer reach an agreement.
- if the Seller organises the collection and return of the Product at its expense: make the Product available to the Seller for **ten (10) calendar days** for its collection. The said period of ten (10) calendar days may be extended if the Seller and Buyer reach an agreement.

6. The Seller has not responded to a withdrawal request

- ***What are the specific conditions for opening a Concrete Guarantee?***

1. The Buyer wishes to withdraw from his purchase and:

- has not assembled, used or handled the Product to an extent which exceeds what is necessary to establish the nature, characteristics and functioning of the Product and as he would have been able to do if he had purchased the Product in a shop; and
- is able to return the Product to the Seller in its original packaging, or failing that, in a packaging that reasonably protects the Product when returned.

2. The Buyer informs the Seller of its wish to withdraw from the purchase within **fourteen (14) calendar days** of the date of delivery of the Product, by sending a message to the Seller via his Personal Account. If the deadline expires on a Saturday, it is extended until the next working day.

3. None of the following solutions have been implemented by the Seller:

- the Seller has not responded to the Buyer within **two (2) working days** of the Buyer's message; or
- the Seller has not communicated to the Buyer the instructions for the Product's return within **four (4) working days** of the Buyer's message.

If these conditions are met, a Concrete Guarantee may be opened by ManoMano.

- ***What happens when a Concrete Guarantee is opened?***

From the date of opening the Concrete Guarantee, the Seller shall have a period of **five (5) working days** to implement one of the following solutions:

- confirm the Buyer's withdrawal request to the Buyer and provide him with instructions to return the Product (examples: provide Buyer with a return address, etc.) or arrange for the Product's collection and return if the Product cannot normally be returned by the Buyer by post because of the nature of the Product; or
- any other solution leading to the resolution of the incident.

If none of these solutions has been implemented by the Seller by the end of the period of five (5) working days, ManoMano closes the Concrete Guarantee in favour of the Buyer: the Buyer's Order is refunded in full (price of the Product(s) and delivery costs).

In the event of a full refund of the Product, the Buyer agrees to:

- if the Seller has previously communicated to him the instructions to follow to return the Product (examples: communication of a return address, etc.): return the Product within **ten (10) calendar days** of the closing date of the Concrete Guarantee. The said period of ten (10) calendar days may be extended if the Seller and Buyer reach an agreement; or
- if the Seller organises the collection and return of the Product: make the Product available to the Seller for **ten (10) calendar days** for its collection. The said period of ten (10) calendar days may be extended if the Seller and Buyer reach an agreement.

7. Following a complaint, the Buyer did not receive the expected refund, whereas the Product was returned to the Seller

- ***What are the specific conditions for opening a Concrete Guarantee?***

1. Following a claim (whether or not a Concrete Guarantee has been previously implemented), while the Product has been returned to the Seller, the Buyer has not received the expected refund within **fourteen (14) calendar days**:

- if the Buyer exercises his right of withdrawal concerning the purchase of a Product and provided the Buyer has returned the Product to the Seller within fourteen (14) calendar days of his withdrawal request: from the date of receipt by the Seller of the returned Product, or where applicable, from the date on which the Buyer has provided the Seller with proof of the Product's dispatch; or
- in the event of an Order or Product delivered that is non-compliant, defective, damaged, broken or incomplete, or of a Product shown to be faulty when used: from the date of receipt by the Seller of the returned Product or, where applicable, from the date on which the Buyer provided the Seller with proof of the Product's dispatch.

2. The Buyer informed the Seller of the incident, by sending the Seller a message via his Personal Account.

3. None of the following solutions have been implemented by the Seller:

- the Seller has not responded to the Buyer within **two (2) working days** of the Buyer's message; or
- the Seller has not made the expected refund within **four (4) working days** of the Buyer's message.

If these conditions are met, a Concrete Guarantee may be opened by ManoMano.

- ***What happens when a Concrete Guarantee is opened?***

From the date of opening the Concrete Guarantee, the Seller has a period of **five (5) working days** to refund the Buyer.

If the Seller fails to refund the Buyer within the period of five (5) working days, ManoMano closes the Concrete Guarantee in favour of the Buyer: the Buyer is reimbursed.

8. Following a complaint, the Buyer did not receive the Product or part that should have been sent to it by the Seller

- ***What are the specific conditions for opening a Concrete Guarantee?***

1. Following a claim (whether or not a Concrete Guarantee has been previously implemented), the Buyer did not receive the Product or part(s) which should have been sent to it by the Seller within the period specified by the Seller.

2. The Buyer informed the Seller of the incident, by sending the Seller a message via his Personal Account.

3. None of the following solutions have been implemented by the Seller:

- the Seller has not responded to the Buyer within **two (2) working days** of the Buyer's message; or
- the Seller has not dispatched the expected Product or part(s) within **four (4) working days** of the Buyer's message.

If these conditions are met, a Concrete Guarantee may be opened by ManoMano.

- ***What happens when a Concrete Guarantee is opened?***

From the date of opening the Concrete Guarantee, the Seller has a period of **five (5) working days** to dispatch the expected Product or part(s). The Seller must communicate the parcel's tracking number to the Buyer. In such case, the delivery costs shall be borne by the Seller.

The Concrete Guarantee may be extended by up to fifteen (15) calendar days to verify receipt of the package by the Buyer.

If this solution has not been implemented by the Seller after five (5) working days, ManoMano closes the Concrete Guarantee in favour of the Buyer: the Order is partially or fully refunded, as the case may be.

9. Invoice not received or incorrect invoice

- ***What are the specific conditions for opening a Concrete Guarantee?***

1. The Buyer has not received an invoice or has received an incorrect invoice. An invoice is incorrect when:

- it contains an error attributable to the Seller concerning the Buyer's name, Buyer's address, amount of the invoice or designation of the Product; or
- it does not contain the mandatory legal notices; or
- it is not in the Buyer's language.

2. The Buyer sends a message to the Seller via his Personal Account, requesting the Seller to send him a valid invoice.

3. None of the following solutions have been implemented by the Seller:

- the Seller has not responded to the Buyer within **two (2) working days** of the Buyer's message; or
- the Seller fails to communicate a valid invoice to the Buyer within **four (4) working days** of the Buyer's message.

If these conditions are met, a Concrete Guarantee may be opened by ManoMano.

- ***What happens when a Concrete Guarantee is opened?***

From the date of opening the Concrete Guarantee, the Seller has a period of **five (5) working days** to implement one of the following solutions:

- communicate a valid invoice to the Buyer; or
- any other solution leading to the resolution of the incident.

If none of these solutions has been implemented by the Seller after the period of five (5) working days, ManoMano closes the Concrete Guarantee in favour of the Buyer: the Buyer is refunded fifteen per cent (15%) of the amount paid.

ANNEXE 2 - MODEL WITHDRAWAL FORM

To [*here the trader's name, geographical address and, where available, his fax number and e-mail address are to be inserted by the trader*]:

- I/We ⁽¹⁾ hereby give notice that I/We ⁽¹⁾ withdraw from my/our ⁽¹⁾ contract of sale of the following goods (1)/for the provision of the following service ⁽¹⁾,
- Ordered on ⁽¹⁾ /received on⁽¹⁾,
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

⁽¹⁾ Delete as appropriate.