

# General Terms and Conditions of Use

*Last updated on 02.02.2021*

## 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](http://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.

**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](http://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 Merchants 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](http://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 CANCELLATION**

In compliance with the applicable legislation, the Buyer has a period of fourteen (14) calendar days to exercise his or her right of cancellation 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 cancellation 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;
- Product not sent;
- Product not delivered;
- Product received is non-compliant, defective, incomplete, damaged or broken;
- Product which would no longer work in the period of the legal guarantees;
- Buyer exercising his or her right of cancellation;
- Absence of refund to the Buyer in the legal periods following the return of a Product;
- The Buyer has not received the Product which had to be resent by the Seller;
- Invoice not received or erroneous invoice.

The terms of the Goodwill Guarantee reflect the goodwill guarantee offered by ManoMano to its UK customers, which is more generous than the legal rights under the applicable legislation. This Goodwill Guarantee does not affect the Buyer's legal rights in relation to faulty or misdescribed products.

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 and the terms of referencing, dereferencing and classifying Sellers and Products are described in the 'Consumer info' 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/>.

# ANNEXE 1 - CONCRETE GUARANTEE

ManoMano has put in place a voluntary commercial guarantee, hereinafter referred to as the “Concrete Guarantee”, in order to facilitate the resolution of possible issues affecting the Orders made through the Platform, by the Buyers.

It is noted that, independently of this commercial guarantee, the Seller remains bound by the applicable legal warranties that the Product(s) sold meet the description of the Product, are fit for purpose and of satisfactory quality.

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

## **I. General terms of implementation of the Concrete Guarantee**

When a Buyer has a dispute with a Seller concerning an Order made through the Platform, the Buyer must log into its Personal Account in order to contact the Seller and try to resolve the said dispute amicably.

If no amicable resolution can be reached between the Seller and the Buyer, the Buyer must contact ManoMano (by email, by telephone, through ManoMano’s social media or through the Platform’s chat room or through the messaging service which can be accessed in its Personal Account) to ask for a Concrete Guarantee to be applied.

The Concrete Guarantee only applies in the situations provided for, on a limited basis, in the Clause headed “special terms of implementation of the Concrete Guarantee”.

Pursuant to the Concrete Guarantee, ManoMano agrees to:

- make contact with the Seller in order to try and resolve the dispute amicably;
- implement a solution which is acceptable to both the Buyer and the Seller.

In order to enjoy the benefits of the Concrete Guarantee, the Buyer must have paid the full purchase price, or, in the event it opted for payment in three (3) instalments (where available),

must have paid the first instalment. The Buyer cannot be refunded for a greater amount than the amount of its purchase (including the delivery costs).

A request for the application of the Concrete Guarantee may be accepted by ManoMano, if the Buyer satisfies the conditions which are provided for, on a limited basis, in the Clause headed "special terms of implementation of the Concrete Guarantee". ManoMano shall notify the Buyer by email.

The request for the application of the Concrete Guarantee will be refused by ManoMano, if the Buyer does not satisfy the conditions which are provided for, on a limited basis, in the Clause headed "special terms of implementation of the Concrete Guarantee" and if it does not reply to ManoMano's request for additional information. ManoMano shall notify the Buyer by email of the refusal of its request for the application of the Concrete Guarantee and the reasons for that refusal. The Buyer shall have a period of forty-eight (48) hours within which to produce any other evidence in support of its claim.

The time limits provided for in the Clause headed "special terms of implementation of the Concrete Guarantee" are extended, if an expert investigation is commenced by the Seller. The Buyer is informed that an expert investigation has commenced and that the aforementioned time limit has been extended. The Buyer cannot object to the implementation of an expert investigation by a Seller.

## **II. Special terms of implementation of the Concrete Guarantee**

→ **Order not confirmed:**

### **Conditions for application of a Concrete Guarantee:**

1. On the agreed date of delivery for its Order, the Buyer has not received a confirmation email that its Order was being prepared.
2. The Buyer must notify the Seller by logging into its Personal Account and sending it an email from that account.
3. In order to obtain the application of the Concrete Guarantee, the Buyer must contact ManoMano (by email, by telephone, through ManoMano's social networks or through the Platform's chat room or through the messaging service which can be accessed in its Personal Account).

4. Upon receipt of the Buyer's email, ManoMano shall promptly apply the Concrete Guarantee and shall inform the Buyer accordingly by email.

### **Implementation of the Concrete Guarantee:**

If the Seller does not provide a refund within a period of **two (2) business days** from the time when ManoMano was contacted by the Buyer, ManoMano shall refund the Buyer.

#### **→ Product not sent :**

### **Conditions for application of a Concrete Guarantee:**

1. On the agreed date of delivery for its Order, the Buyer has not received a confirmation email that its Order has been shipped.
2. The Buyer shall notify the Seller, within **fourteen (14) days**, by logging into its Personal Account and sending it an email from that account.
3. If no reply is received from the Seller within **two (2) business days from the email** sent by the Buyer, or if the dispute is not resolved by the Seller (by delivering the Product or refunding the Order) within a period of **four (4) business days** from the email sent by the Buyer, the Buyer must contact ManoMano (by email, by telephone, through ManoMano's social networks or through the Platform's chat room or through the messaging service which can be accessed in its Personal Account) to ask for a Concrete Guarantee to be applied.
4. If these conditions are satisfied, ManoMano shall apply a Concrete Guarantee and shall send the Buyer an email to notify it thereof.

### **Conditions of implementation of the Concrete Guarantee:**

1. With effect from the application of the Concrete Guarantee by ManoMano, the Seller shall have a period of **3 (three) business days** within which to propose to the Buyer:
  - a. first and foremost, to ship the Parcel within a new maximum period of five (5) business days and to send the Buyer the Parcel tracking number; or
  - b. if it is unable to make a delivery within this period, to provide the Buyer with a full refund for the Order (price of the Product and delivery costs); or
  - c. to find an alternative agreement which is satisfactory for the Buyer.
2. If none of these solutions is adopted within the **period of three (3) business days** from application of the Concrete Guarantee, ManoMano shall refund the Order.

→ **Non-delivery of Product:**

**Conditions for application of a Concrete Guarantee:**

1. The Product was shipped but was not delivered to the Buyer (parcel lost, blocked, stolen, sent without a tracking service) on the delivery date stated in the Order confirmation email.
2. The Buyer must inform the Seller thereof by logging into its Personal Account and by sending it an email from that account within **fourteen (14) days** of the said date.
3. If no reply is received from the Seller within **two (2) business days from the email** sent to it, or if the dispute is not resolved by the Seller (by delivering the Product or refunding the Order) within a period of **four (4) business days** from the email sent by the Buyer, the Buyer must contact ManoMano (by email, by telephone, through ManoMano's social networks or through the Platform's chat room or through the messaging service which can be accessed in its Personal Account) to ask for a Concrete Guarantee to be applied.
4. If these conditions are satisfied, ManoMano shall apply a Concrete Guarantee and shall send the Buyer an email to notify it thereof.

**Conditions of implementation of the Concrete Guarantee:**

1. 1. With effect from the application of the Concrete Guarantee, the Seller shall have a period of **seven (7) business days** within which to propose to the Buyer:
  - a. first and foremost, to ship the Parcel within a new maximum period of five (5) business days and to send the Buyer the Parcel tracking number; or
  - b. if it is unable to make a delivery within this period, to provide the Buyer with a full refund for the Order (price of the Product and delivery costs); or
  - c. to find an exit agreement which is satisfactory for the Buyer.
2. The Buyer shall provide the Seller and ManoMano within this period of **seven (7) business days**, with a copy of its identity document and an affidavit stating that it has not received the Product, if the Seller disputes the fact that the Order has not been received.
3. If none of these solutions is adopted within the said period and provided that the Buyer has indeed sent the copy of its identity document and the required affidavit, ManoMano shall refund the Buyer for the total amount of its Order (Price of the Product and delivery costs).

→ **Non-compliant, defective, incomplete, damaged or broken Product:**

The conditions for the application and implementation of a Concrete Guarantee set forth below shall not prevent the implementation of the legal warranty of conformity and/or the warranty against latent defects which you may be protected by, if applicable. Further information about these legal warranties can be found in our GTC.

**Conditions for application of a Concrete Guarantee:**

1. The Product delivered to the Buyer:
  - a. is not consistent with the Product ordered by the Buyer (non-conformity with the declared technical features, colour different from that ordered, size different from that of the Product ordered, etc.);
  - b. is defective (does not work or cannot be used for the expected purpose);
  - c. is incomplete (missing part(s), missing component for the Product, incomplete batch of Products, no instructions or instructions in a different language from that of the Buyer);
  - d. was damaged or broken during delivery.
2. The Buyer must inform the Seller thereof by logging into its Personal Account and by sending it an email from that account, within a period of **fourteen (14) days** from the date of delivery of the Product.
  - a. The Buyer must enclose the following items with its claim:
    - i. in the event of a damaged or broken Product, a photograph of the Product;
    - ii. in the event of a defective Product, a video or photograph of the fault;
    - iii. in the event of an incomplete Product, an affidavit, if so requested by the Seller or ManoMano;
3. If no reply is received from the Seller within **two (2) business days from the email** sent by the Buyer, or if the Seller has not proposed a satisfactory solution (as applicable, sending the Buyer a return slip or an address to which it can return the Product, collection of the Product, replacement of the Product or shipment of the missing parts) within a period of **four (4) business days** from the date of the Buyer's email to the Seller, the Buyer must contact ManoMano (by email, by telephone, through ManoMano's social networks or through the Platform's chat room or through the messaging service which can be accessed in its Personal Account) in order to request the application of a Concrete Guarantee.
4. If these conditions are satisfied, ManoMano shall apply a Concrete Guarantee and shall send the Buyer an email to notify it thereof.



### **Conditions of implementation of the Concrete Guarantee:**

1. With effect from the application of the Concrete Guarantee, the Seller shall have a period of **seven (7) days** within which to propose the following solutions to the Buyer:
  - a. propose to the Buyer:
    - i. an option either to repair the Product or send a new Product and/or the missing parts by active parcel tracking service;
    - ii. if these solutions are not practicable (disproportionate costs, completion times of more than 1 month) to provide the Buyer with a full refund for the Order (price of the Product and delivery costs) in consideration for the return of the Product or a partial refund, if the Buyer wishes to keep the Product; or
  - b. if the Product is under a manufacturer's warranty, inform the Buyer of the steps to be taken with regard to the said manufacturer; or
  - c. find an alternative agreement which is satisfactory for the Buyer.
2. If none of these solutions is adopted within the period of **seven (7) business days** from the application of the Concrete Guarantee, ManoMano will refund the Product in full, if the Product has been returned to the Seller, at the Seller's cost, or in part, if the Buyer keeps the Product.
3. If an expert investigation has been initiated by the Seller, at its own cost, in order to determine the cause of the Product breakage or malfunction, the Concrete Guarantee will be suspended throughout the period of performance of the expert investigation and within a period of fifteen (15) days from the Seller's retrieval of the Product, upon presentation by the Seller of supporting documents which certify the same. If the expert investigation shows that the Product defect is attributable to the Buyer, no Concrete Guarantee may be implemented by ManoMano.

### **→ Product received by the Buyer no longer works within the legal warranty period**

The conditions of application and implementation of a Concrete Guarantee described below do not prevent the implementation of the legal warranty of conformity and/or the warranty against latent defects which you may be protected by, if applicable. Further information about these legal warranties can be found in our GTC.

### **Conditions for application of a Concrete Guarantee:**

1. The Product delivered to the Buyer no longer works and comes within the scope of application of one of the two legal warranties (non-conformity or latent defects).
2. The Buyer must inform the Seller thereof by logging into its Personal Account and by

sending it an email from that account, within a period of **six (6) months** from the date of receipt of its Product.

3. If no reply is received from the Seller within **two (2) business days** from the email sent by the Buyer, or if the Seller has not proposed a satisfactory solution (repair or exchange of the Product, expert investigation, etc.) within a period **of four (4) business days** from the date of the email sent from the Buyer to the Seller, the Buyer must contact ManoMano (by email, by telephone, through ManoMano's social networks or through the Platform's chat room or through the messaging service which can be accessed in its Personal Account) in order to request the application of a Concrete Guarantee.
4. If these conditions are satisfied, ManoMano shall apply a Concrete Guarantee and shall send the Buyer an email to notify it thereof.

### **Conditions of implementation of the Concrete Guarantee:**

1. With effect from the application of the Concrete Guarantee, the Seller shall have a period of 7 (seven) days within which to propose the following solutions to the Buyer:
  - a. propose to the Buyer:
    - i. an option either to repair the Product or send a new Product and/or the missing parts by active parcel tracking service;
    - ii. if these solutions are not practicable (disproportionate costs, completion times of more than 1 month) to provide the Buyer with a full refund for the Order (price of the Product and delivery costs) in consideration for the return of the Product or a partial refund, if the Buyer wishes to keep the Product; or
  - b. if the Product is under a manufacturer's warranty, inform the Buyer of the steps to be taken with regard to the said manufacturer; or
  - c. find an alternative agreement which is satisfactory for the Buyer.
2. If none of these solutions is adopted within the period of **seven (7) business days** from application of the Concrete Guarantee, ManoMano will refund the Product in full, if the Product is returned to the Seller, or in part, if the Buyer keeps the Product.
3. In the event of an expert investigation initiated by the Seller, at its own cost, in order to determine the cause of the Product breakage or malfunction, the Concrete Guarantee will be suspended throughout the period of performance of the expert investigation and within a period of fifteen (15) days from the Seller's recovery of the Product, upon presentation by the Seller of supporting documents which certify the same. If the expert investigation shows that the Product defect is attributable to the Buyer, no Concrete Guarantee may be implemented by ManoMano.

→ **Exercise by the Buyer of its right of cancellation of the Order**

**Conditions for application of a Concrete Guarantee:**

1. The Buyer must notify the Seller of its intention to **cancellation the Order** by logging into its Personal Account and sending it an email from that account, within a period of **fourteen (14) days** from receipt of its Product.
2. If no response is received from the Seller within **two (2) business days** from the email sent to it, or if the Seller fails to send instructions concerning the procedure for the return of the Product within a period of **four (4) business days** from the email sent by the Buyer, the Buyer must contact ManoMano (by email, by telephone, through ManoMano's social media pages or through the Platform's chat room or through the messaging service which can be accessed in its Personal Account) in order to request the application of a Concrete Guarantee.
3. The Product must not have been assembled, used or handled more than is necessary in order to establish the nature, characteristics and proper working order of the Product: the Buyer must only handle or inspect it in a similar manner as would be permitted in a store. The Buyer must be able to return the Product to the Seller in its original packaging, insofar as possible.
4. If these conditions are satisfied, ManoMano shall apply a Concrete Guarantee and shall send the Buyer an email to notify it thereof.

**Conditions of implementation of the Concrete Guarantee:**

1. With effect from the application of the Concrete Guarantee, the Seller shall have a **period of three (3) days** within which to:
  - a. agree that the Product is returned by the Buyer and inform the Buyer of the steps to be taken in order to return the Product (provision of a return address, of a withdrawal form, etc.); or
  - b. find an agreement with the Buyer.
2. If neither of these solutions is adopted by the Seller within this period of **three (3) business days**, ManoMano shall refund the Order.

→ **The Buyer has not been refunded, in full or in part, within the legal time limits, although the Product was returned to the Seller**

**Conditions for application of a Concrete Guarantee:**

1. The Product was returned to the Seller but the Buyer has not been refunded in full or in part by the Seller **within fourteen (14) days**:
  - a. in the event of a cancellation, with effect from the date when the Seller retrieved the Product or the date on which the Buyer provided the Seller with proof of shipment of the Product (the earlier of these two dates to be applied), provided that the Buyer did indeed return its Product within fourteen (14) days of its cancellation;
  - b. in the event of a late delivery, with effect from the Buyer's request for the cancellation of its Order;
  - c. in the event of a defective/non-compliant/damaged Product, with effect from the date of the Seller's receipt of the Product.
2. The Buyer must contact the Seller by logging into its Personal Account and by sending it an email.
3. If no reply is received from the Seller within **two (2) business days** from the email sent to it, or if the Seller fails to make a refund within a period of **four (4) business days** from the email sent by the Buyer, the Buyer must contact ManoMano (by email, by telephone, through ManoMano's social networks or through the Platform's chat room or through the messaging service which can be accessed in its Personal Account) in order to request the application of a Concrete Guarantee.
4. If these conditions are satisfied, ManoMano shall apply a Concrete Guarantee with regard to the Seller and shall send the Buyer an email to notify it thereof.

#### **Conditions of implementation of the Concrete Guarantee:**

1. With effect from the application of the Concrete Guarantee, the Seller shall have a period of **seven (7) business days** within which to refund the Buyer.
2. If the Seller does not make a refund within this period, ManoMano shall refund the Buyer.

→ **The Buyer has not received the Product which was to be reshipped to it by the Seller**

#### **Conditions for application of a Concrete Guarantee:**

1. The Buyer has not received the Product which was to be reshipped to it within the period stated by the Seller.
2. The Buyer must inform the Seller thereof by logging into its Personal Account and by sending it an email.
3. If no reply is received from the Seller within **two (2) business days** from the email sent to it, or if the Product is not reshipped by the Seller within a period of **four (4)**

- business days** from the email sent by the Buyer, the Buyer must contact ManoMano (by email, by telephone, through ManoMano's social networks or through the Platform's chat room or through the messaging service which can be accessed in its Personal Account) in order to request the application of a Concrete Guarantee.
4. If these conditions are satisfied, ManoMano shall apply a Concrete Guarantee and shall send the Buyer an email to notify it thereof.

#### **Conditions of implementation of the Concrete Guarantee:**

1. With effect from the application of the Concrete Guarantee, the Seller shall have a period of **seven (7) business days** within which:
  - a. to ship the Product within the said period with effect from receipt of the Product returned by the Buyer and to send the Parcel tracking number to the Buyer; or
  - b. to find an alternative agreement which is satisfactory for the Buyer.
2. If neither of these solutions is adopted within the said period, ManoMano shall refund the Order.

#### **→ No invoice received or incorrect invoice**

#### **Conditions of implementation of a Concrete Guarantee:**

1. The Buyer has not received an invoice or has received an incorrect invoice. An invoice is incorrect, if:
  - a. it contains an error which is attributable to the Seller concerning the Buyer's name or address, the amount of the invoice or the Product description; or
  - b. it does not contain the mandatory legal notices;
  - c. it is not drafted in the Buyer's language.
2. The Buyer must inform the Seller thereof by logging into its Personal Account and by sending it an email from that account.
3. If no reply is received from the Seller within **two (2) business days** from the email sent to it, or if a valid invoice is not sent by the Seller within a period of **four (4) business days** from the email sent by the Buyer, the Buyer must contact ManoMano (by email, by telephone, through ManoMano's social networks or through the Platform's chat room or through the messaging service which can be accessed in its Personal Account) to ask for the application of a Concrete Guarantee.
4. If these conditions are satisfied, ManoMano will activate a Concrete Guarantee with regard to the Seller.

#### **Conditions of implementation of the Concrete Guarantee:**

1. With effect from the application of the Concrete Guarantee, the Seller shall have a period of **seven (7) business days** within which to:
  - a. send the Buyer an amended invoice; or
  - b. find an alternative agreement which is satisfactory for the Buyer.
2. If neither of these solutions is adopted within the said period, ManoMano shall refund the Buyer up to fifteen per cent (15%) of its Order.

### **III. Exclusions of the Concrete Guarantee**

In any event, the Concrete Guarantee cannot apply if:

- the Buyer has damaged the Product;
- the Product was lost after its receipt by the Buyer;
- the payment for the Product by payment card was refused by the issuing bank;
- the Product was purchased on the Platform by fraudulent means.

# ANNEXE 2 - MODEL CANCELLATION 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 <sup>(1)</sup> hereby give notice that I/We <sup>(1)</sup> withdraw from my/our <sup>(1)</sup> contract of sale of the following goods (1)/for the provision of the following service <sup>(1)</sup>,
- Ordered on <sup>(1)</sup> /received on<sup>(1)</sup>,
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

<sup>(1)</sup> Delete as appropriate.