

# General Terms and Conditions of Use

*Last updated on 25.04.2024*

## 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 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](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 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:

- Cancellation of an Order not shipped
- Order not shipped
- Order not delivered
- Product delivered damaged or broken
- Order not in accordance with listing
- Product shown to be defective 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 of it that should have been shipped to them again by the Seller
- Invoice or credit note not received or incorrect

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

## **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/>.

# ANNEXE 1 - CONCRETE GUARANTEE (COMMERCIAL 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 Buyers. If the conditions of the Concrete Guarantee are met and no action is implemented by the Seller to respond to the complaint, ManoMano may act by refunding 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 its legal obligations incumbent on it for each country of delivery of the Product (legal guarantees, right of withdrawal, etc.) as well as by its contractual obligations towards Buyers.

The Concrete Guarantee that applies is that of the country in which the Buyer has placed the Order. Its implementation is not conditional on the payment of an additional sum by the Buyer.

The operation as well as the terms and conditions for implementing the Concrete Guarantee are described below.

## I. GENERAL INFORMATION ON THE OPERATION OF THE CONCRETE GUARANTEE

### 1. How to open a Concrete Guarantee

In order for a Concrete Guarantee to be opened by ManoMano, the following three conditions must be fulfilled:

**Condition 1: The incident affecting the Buyer's Order must correspond to one of the cases provided for in the article "II- Incidents covered by the Concrete Guarantee" and set out below:**

1. Cancellation of an Order not shipped
2. Order not shipped

3. Order not delivered
4. Product delivered damaged or broken
5. Order not in accordance with listing
6. Product shown to be defective when used
7. The Seller has not responded to a withdrawal request
8. Following a complaint, the Buyer did not receive the expected refund, whereas the Product was returned to the Seller
9. Following a complaint, the Buyer did not receive the Product or part of it that should have been shipped to them again by the Seller
10. Invoice or credit note not received or incorrect

**Condition 2: The specific conditions and deadlines required for the opening of a Concrete Guarantee** and detailed for each incident in the article "II- Incidents covered by the Concrete Guarantee" **must be fulfilled;** and

**Condition 3: ManoMano must be aware of the incident affecting the Buyer's Order,** including following a complaint from the Buyer to ManoMano.

In any event, a Concrete Guarantee may not be opened by ManoMano when:

- the Buyer has not paid the full price of their Order, or, in the event of subscription to the option to pay in several 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;
- the Buyer has not sent the Seller or ManoMano the information requested for the handling of their claim within a maximum period of thirty (30) calendar days (additional information on the incident encountered, etc.).

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 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: ManoMano does not trigger the refund of the Order at the expense of the Seller (a satisfactory solution has previously been provided by 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 in 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 at the expense of the Seller (partial or full refund as the case may be, and possibly the delivery fees).

In any event, a Buyer may not be refunded an amount greater than the amount of their Order.

### **3. In which cases may the duration of the Concrete Guarantee be extended?**

The duration of the Concrete Guarantee may be extended by ManoMano, on its own initiative or at the request of the Seller, under the following conditions:

- when the Seller has opened an investigation with the carrier and the latter is still in progress at the time the Concrete Guarantee must be closed (in the absence of delivery reported by the Buyer): the Concrete Guarantee may be extended by a maximum of ten (10) calendar days from the initial closing date of the Concrete Guarantee;
- when the Seller has shipped a Product or item, the delivery of which is still in progress at the time the Concrete Guarantee must be closed: the Concrete Guarantee may be extended by a maximum of fifteen (15) calendar days from the initial closing date of the Concrete Guarantee;
- when the Seller has initiated an expert assessment of the Product and this assessment is still in progress at the time the Concrete Guarantee must be closed (in the event of a defect reported by the Buyer): the Concrete Guarantee may be extended by a maximum of fifteen (15) calendar days from the initial closing date of the Concrete Guarantee;
- when the Buyer has returned a Product to the Seller and delivery is still in progress at the time the Concrete Guarantee must be closed: the Concrete Guarantee may be extended by a maximum of fifteen (15) calendar days from the initial closing date of the Concrete Guarantee;
- when the Buyer does not respond to the Seller's or ManoMano's requests for additional information to manage and/or follow up the file and the Concrete Guarantee must be closed (pending the sending of a sworn statement, confirmation of the resolution of the incident, etc.): the Concrete Guarantee may be extended for a

maximum of seven (7) calendar days from the initial closing date of the Concrete Guarantee.

## II. INCIDENTS COVERED BY THE CONCRETE GUARANTEE

### 1. Cancellation of an unshipped Order

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

If the two conditions set out below are met, a Concrete Guarantee may be opened by ManoMano.

**Condition 1:** The Buyer has sent a message to the Seller, via their Personal Account, to request the cancellation of their Order **at the time when the Order has not yet been shipped by the Seller** (the status of the Order, accessible via the Personal Account, indicates that the Order is "pending validation" or "being prepared"); and

**Condition 2:**

1. **At the end of a period of two (2) working days from the Buyer's message**, the Seller has not responded to the Buyer (excluding automatic message) or has indicated that it refuses the request for cancellation of the Order (without justifying a logistical constraint that would cause difficulties in terminating the shipment process).  
In this case, a Concrete Guarantee may be opened by ManoMano at the end of this period of two (2) working days;  
or
2. **After a period of four (4) working days from the Buyer's message**, the Seller has not cancelled and refunded the Order (price of the Product(s) and any delivery fees).  
In this case, a Concrete Guarantee may be opened by ManoMano at the end of this period of four (4) working days.

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

When a Concrete Guarantee is opened by ManoMano, the Seller has an additional period of time to act:

1. The Seller has a **period of two (2) working days from the date of opening the Concrete Guarantee** to respond to the Buyer's or ManoMano's message (excluding automatic message).  
Failing this, or when the Seller has indicated that it refuses the Buyer's request to cancel the Order (without justifying a logistical constraint that would cause difficulties

- in terminating the shipment process), ManoMano closes the Concrete Guarantee in favour of the Buyer at the end of this period of two (2) working days; or
2. The Seller has a **period of five (5) working days from the date of opening the Concrete Guarantee** to cancel and refund the Order (price of the Product(s) and any delivery fees).  
Failing this, ManoMano closes the Concrete Guarantee in favour of the Buyer at the end of this period of five (5) working days.

When the Concrete Guarantee is closed in favour of the Buyer, the Order is refunded at the Seller's expense (full refund of the price of the Product(s) and any delivery fees).

## 2. Order not shipped

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

If the three conditions set out below are met, a Concrete Guarantee may be opened by ManoMano.

**Condition 1: As of the latest delivery date as specified in the Order confirmation email**, the Order has still not been shipped by the Seller (the status of the Order, accessible via the Personal Account, indicates that the Order is "pending validation" or "being prepared").

**Condition 2:** The Seller has been informed of the incident:

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

**Condition 3: At the end of a period of two (2) working days from the Buyer's or ManoMano's message**, the Seller has not acted as follows:

- the Seller has not shipped the unshipped Order (and informed the Buyer or ManoMano of a parcel tracking number or link);
- if unable to ship the unshipped Order within two (2) working days, or if the Buyer no longer wishes to receive the Order due to the delay in delivery, the Seller has not refunded the Order (price of the Product(s) and any delivery fees).

In this case, a Concrete Guarantee may be opened by ManoMano at the end of this period of two (2) working days.

### • *What happens when a Concrete Guarantee is opened?*

When a Concrete Guarantee is opened by ManoMano, the Seller has a **period of three (3) working days** from the date of opening the Concrete Guarantee to act as follows:

- the Seller delivers the unshipped Order (and informs the Buyer or ManoMano of a parcel tracking number or link).  
When the Order is still in the process of delivery at the end of the period of three (3) working days, the Concrete Guarantee may be extended by a maximum of fifteen (15) calendar days from the initial closing date of the Concrete Guarantee to verify receipt of the Order by the Buyer;
- if unable to deliver the unshipped Order within three (3) working days, or if the Buyer no longer wishes to receive the Order due to the delay in delivery, the Seller cancels and refunds the Order (price of the Product(s) and any delivery fees).

Failing this, ManoMano closes the Concrete Guarantee in favour of the Buyer at the end of this period of three (3) working days.

When the Concrete Guarantee is closed in favour of the Buyer, the Order is refunded at the Seller's expense (full refund of the price of the Product(s) and any delivery fees).

### **3. Order not delivered**

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

If the three conditions set out below are met, a Concrete Guarantee may be opened by ManoMano.

**Condition 1: As of the latest delivery date as specified in the Order confirmation email,** the Order was shipped but was not delivered to the Buyer (examples: parcel delivered to the wrong address, lost, blocked, stolen, shipped without tracking and not received, etc.).

**Condition 2: The Seller has been 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.

**Condition 3:**

1. **At the end of a period of two (2) working days from the Buyer's or ManoMano's message,** the Seller has not responded to the Buyer or ManoMano (excluding automatic message) or has indicated that it refuses to handle the complaint.  
In this case, a Concrete Guarantee may be opened by ManoMano at the end of this period of two (2) working days;  
or
2. **At the end of a period of four (4) working days from the Buyer's or ManoMano's message,** the Seller has not acted as follows:



- the Seller has not reshipped the Order or delivered the undelivered Order (and has informed the Buyer or ManoMano of a parcel tracking number or link);
- if it is unable to reship the Order or deliver the undelivered Order within four (4) working days, or if the Buyer no longer wishes to receive the Order due to the delay in delivery, the Seller has not refunded the Order (price of the Product(s) and any delivery fees).

In this case, a Concrete Guarantee may be opened by ManoMano at the end of this period of four (4) working days.

If an Order is indicated as having been delivered to the address provided by the Buyer when the Order was placed, the Seller has the right to open an investigation with the carrier and/or to dispute the non-receipt of the Order by the Buyer.

In this case, the Seller may ask the Buyer to provide a sworn statement that they have not received the Order, as well as a copy of their identity document.

ManoMano does not open a Concrete Guarantee in the following cases:

- the Buyer refuses to provide the documents requested by the Seller (sworn statement and/or copy of identity document);
- the Seller has opened an investigation with the carrier, subject to (i) sending ManoMano proof of opening the investigation and (ii) provided that the duration of the investigation is less than ten (10) calendar days. After this period of ten (10) calendar days, ManoMano may open a Concrete Guarantee.
- the Seller provides indisputable proof that the Order has been received by the Buyer, whether or not an investigation has been carried out with the carrier previously (presentation of a signed statement from the carrier and/or signature of the identity document sent by the Buyer identical to that appearing on the delivery note of the Order).

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

When a Concrete Guarantee is opened by ManoMano, the Seller has an additional period of time to act:

1. The Seller has a **period of two (2) working days from the date of opening the Concrete Guarantee** to respond to the Buyer or ManoMano (excluding automatic message).

Failing this, or when the Seller has indicated that it refuses to handle the complaint, ManoMano closes the Concrete Guarantee in favour of the Buyer at the end of this period of two (2) working days;

or

2. The Seller has a **period of five (5) working days from the opening date of the Concrete Guarantee** to act as follows:

- the Seller delivers the Order (and informs the Buyer or ManoMano of a parcel tracking number or link).

When the Order is still in the process of delivery after the period of five (5) working days, the Concrete Guarantee may be extended by a maximum of fifteen (15) calendar days from the initial closing date of the Concrete Guarantee to verify the receipt of the Order by the Buyer;

- if unable to deliver the Order within five (5) working days, or if the Buyer no longer wishes to receive the Order because of the delay in delivery, the Seller refunds the Order (price of the Product(s) and any delivery fees). In this case, any costs of return of the Order are borne by the Seller.

Failing this, ManoMano closes the Concrete Guarantee in favour of the Buyer at the end of this period of five (5) working days.

When ManoMano closes the Concrete Guarantee in favour of the Buyer, the Order is refunded at the Seller's expense (full refund of the price of the Product(s) and any delivery fees).

If an Order is indicated as having been delivered to the address provided by the Buyer when the Order was placed, the Seller has the right to open an investigation with the carrier and/or to dispute the non-receipt of the Order by the Buyer.

In this case, the Seller may ask the Buyer to provide a sworn statement that they have not received the Order, as well as a copy of their identity document.

When the Seller has opened an investigation with the carrier, and subject to proof of opening an investigation sent to ManoMano, ManoMano may extend the duration of the current Concrete Guarantee for a maximum of ten (10) additional days from the initial closing date of the Concrete Guarantee. After this period of ten (10) calendar days, ManoMano closes the Concrete Guarantee in favour of the Buyer (the Buyer obtains the refund of the Order).

The Concrete Guarantee is closed in favour of the Seller (the Buyer does not obtain the refund of the Order) when:

- the Buyer refuses to provide the documents requested by the Seller (sworn statement and/or copy of identity document);
- the Seller provides indisputable proof that the Order has been received by the Buyer, whether or not an investigation has been carried out with the carrier previously (presentation of a signed statement from the carrier and/or signature of the identity document sent by the Buyer identical to that appearing on the delivery note of the Order).

## 4. Product delivered damaged or broken

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

If the three conditions set out below are met, a Concrete Guarantee may be opened by ManoMano.

**Condition 1:** The Order has been delivered to the Buyer who finds, after opening the parcel, that the Product received is damaged or broken.

**Condition 2:** The Buyer has informed the Seller of the incident within **fourteen (14) calendar days of the date of delivery of the Product**, by sending a message via their Personal Account and attaching to their claim one or more photograph(s) showing the Product damage or breakage.

### **Condition 3:**

1. **After a period of two (2) working days from the Buyer's message**, the Seller has not responded to the Buyer (excluding automatic message) or has indicated that it refuses to handle the complaint.

In this case, a Concrete Guarantee may be opened by ManoMano at the end of this period of two (2) days;

or

2. **After a period of four (4) working days from the Buyer's message**, the Seller has responded to the Buyer but has not acted as follows:
  - the Seller has not initiated, at its own expense, a solution to repair or replace the Product (sending a prepaid return label to the Buyer to return the Product, organising the collection of the Product to be recovered, etc.);
  - the Seller has not refunded the Order (partial or full refund of the price of the Product as the case may be and any delivery fees) while (i) no solution to repair or replace the Product can be implemented, or (ii) one of these solutions has already been implemented and has failed (new defect found).

In this case, a Concrete Guarantee may be opened by ManoMano at the end of this period of four (4) working days.

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

When a Concrete Guarantee is opened by ManoMano, the Seller has an additional period of time to act:

1. The Seller has a **period of two (2) working days from the opening date of the Concrete Guarantee** to respond to the Buyer (excluding automatic message).

Failing this, or when the Seller has indicated that it refuses to handle the complaint, ManoMano closes the Concrete Guarantee in favour of the Buyer at the end of this period of two (2) working days;

or

2. The Seller has a **period of five (5) working days from the opening date of the Concrete Guarantee** to act as follows:

- the Seller initiates, at its own expense, a solution to repair or replace the Product (sending a prepaid return label to the Buyer to return the Product, organising the collection of the Product to be recovered, etc.)

When a delivery is still in progress after the period of five (5) working days, the Concrete Guarantee may be extended by a maximum of fifteen (15) calendar days from the initial closing date of the Concrete Guarantee to verify the receipt of the parcel by the Buyer;

- the Seller refunds the Order (partial or full refund of the price of the Product as the case may be and any delivery fees) when (i) no solution to repair or replace the Product can be implemented, or (ii) one of these solutions has already been implemented and has failed (new defect found).

Failing this, ManoMano closes the Concrete Guarantee in favour of the Buyer at the end of this period of five (5) working days.

When ManoMano closes the Concrete Guarantee in favour of the Buyer, the Order is refunded at the Seller's expense under the following conditions:

- when the Buyer wishes or agrees to keep the damaged or broken Product: partial refund of up to 50% of the price of the Product, as the case may be, and any delivery fees.
- when the Buyer does not wish or agree to keep the damaged or broken Product: full refund of 100% of the price of the Product and any delivery fees and return costs.

In the event of a full refund of the Order at the end of a Concrete Guarantee, the Buyer returns the refunded Product to the Seller under the following conditions:

- When the Seller has provided a pre-paid return label to the Buyer within fifteen (15) calendar days from the closing date of the Concrete Guarantee, the Buyer ships the Product to be returned within the period agreed with the Seller, and failing that within fifteen (15) calendar days from the date of dispatch of the pre-paid return label by the Seller.
- When the Seller organises the collection of the damaged or broken Product, at its own expense, within fifteen (15) calendar days from the closing date of the Concrete Guarantee, the Buyer prepares and makes the Product to be returned available to the carrier for recovery on the return date agreed with the Seller.

Otherwise, ManoMano reserves itself the right to take action to recover the sums unduly received by the Buyer.

## 5. Order not in accordance with listing

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

If the three conditions set out below are met, a Concrete Guarantee may be opened by ManoMano.

**Condition 1:** The Order was delivered to the Buyer who finds, after opening the parcel:

- that the Product received does not comply with the information advertised at the time of placing the Order (such as: the colour, weight, dimensions and/or technical characteristics of the Product); or
- that the Product received is incomplete (examples: missing Product component(s), missing accessory(ies), missing user or installation instructions or in a language different from that of the Buyer, etc.).

**Condition 2:** The Buyer has informed the Seller of the incident, **within two (2) months of the date of delivery of the Order**, by sending it a message via their Personal Account and attaching to their complaint one or more photo(s) and/or video(s) showing the defect in the Product received.

**Condition 3:**

1. **After a period of two (2) working days from the Buyer's message**, the Seller has not responded to the Buyer (excluding automatic message) or has indicated that it refuses to handle the complaint.

In this case, a Concrete Guarantee may be opened by ManoMano at the end of this period of two (2) days;

or

2. **After a period of four (4) working days from the Buyer's message**, the Seller has not acted as follows:

- the Seller has not initiated, at its own expense, a solution to replace the Product or ship the missing item (sending a prepaid return label to the Buyer to return the Product, organising the collection of the Product to be recovered, sending a parcel tracking number or link, etc.);
- the Seller has not refunded the Order (partial or full refund of the Product as the case may be and any delivery fees) while (i) no solution to replace the Product or ship the missing item can be implemented, or (ii) one of these solutions has already been implemented and has failed (new defect found).

In this case, a Concrete Guarantee may be opened by ManoMano at the end of this period of four (4) working days.

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

When a Concrete Guarantee is opened by ManoMano, the Seller has an additional period of time to act:

1. The Seller has a **period of two (2) working days from the opening date of the Concrete Guarantee** to respond to the Buyer (excluding automatic message).  
Failing this, or when the Seller has indicated that it refuses to handle the complaint, ManoMano closes the Concrete Guarantee in favour of the Buyer at the end of this period of two (2) working days;  
or
2. The Seller has a **period of five (5) working days from the opening date of the Concrete Guarantee** to act as follows:
  - the Seller initiates, at its own expense, a solution to replace the Product or to ship the missing item (sending a prepaid return label to the Buyer to return the Product, organising the collection of the Product to be recovered, sending a parcel tracking number or link, etc.). When a delivery is still in progress after the period of five (5) working days, the Concrete Guarantee may be extended by a maximum of fifteen (15) calendar days from the initial closing date of the Concrete Guarantee to verify the receipt of the parcel by the Buyer; or
  - the Seller refunds the Order (partial or full refund of the Product as the case may be and any delivery fees) when (i) no solution to replace the Product or ship the missing item can be implemented, or (ii) one of these solutions has already been implemented and has failed (new defect found).

Failing this, ManoMano closes the Concrete Guarantee in favour of the Buyer at the end of this period of five (5) working days.

When ManoMano closes the Concrete Guarantee in favour of the Buyer, the Order is refunded at the Seller's expense under the following conditions:

- when the Buyer wishes or agrees to keep the Product: refund of up to 50% of the price of the Product and any delivery fees
- if the Buyer does not wish or agree to keep the Product: refund of 100% of the price of the Product and any delivery fees.

In the event of a full refund of the Order at the end of a Concrete Guarantee, the Buyer returns the refunded Product to the Seller under the conditions described below.

- When the Seller has provided a pre-paid return label to the Buyer within fifteen (15) calendar days from the closing date of the Concrete Guarantee, the Buyer ships the Product to be returned within the period agreed with the Seller, and failing that within fifteen (15) calendar days from the date of dispatch of the pre-paid return label by the Seller.
- When the Seller organises the collection of the defective Product, at its own expense, within fifteen (15) calendar days from the closing date of the Concrete Guarantee, the Buyer prepares and makes the Product available to the carrier for collection on the return date agreed with the Seller.

Otherwise, ManoMano reserves itself the right to take action to recover the sums unduly collected from the Buyer.

## 6. Product shown to be faulty when used

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

If the three conditions set out below are met, a Concrete Guarantee may be opened by ManoMano.

**Condition 1:** During the use of the Product, the Buyer notes that:

- the Product is shown to be faulty or 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 appears defective and has not been installed correctly due to missing or deficient instructions.

This case therefore does not cover:

- a visible defect in the Product (product delivered damaged or broken or not in accordance with the advertisement); or
- deterioration of the Product due to abnormal use of the Product or normal wear and tear of the Product; or
- a defect resulting from materials that the Buyer has supplied or added.

**Condition 2:** The Buyer has informed the Seller of the defect as soon as it has been found, and at the latest **within one (1) year from the date of delivery of the Order**, by sending it a message via their Personal Account and attaching to their complaint one or more photo(s) and/or video(s) demonstrating the existence of the defect in the Product.

**Condition 3:**

1. **After a period of two (2) working days from the Buyer's message**, the Seller has not responded to the Buyer (excluding automatic message) or has indicated that it refuses to handle the complaint.  
In this case, a Concrete Guarantee may be opened by ManoMano at the end of this period of two (2) days;  
or
2. **After a period of four (4) working days from the Buyer's message**, the Seller has not acted as follows:
  - the Seller has not initiated, at its own expense, a solution to repair or replace the Product that is shown to be faulty (sending a prepaid return label to the Buyer to return the Product, organisation of the collection of the Product to be recovered, etc.);

- the Seller has not refunded the Order (partial or full refund of the price of the Product as the case may be and any delivery fees) while (i) no solution to repair or replace the Product can be implemented, or (ii) one of these solutions has already been implemented and has failed (new defect found).

In this case, a Concrete Guarantee may be opened by ManoMano at the end of this period of four (4) working days.

The Seller may recover the Product in order to carry out an appraisal, at its own expense, to determine the origin of the defect reported by the Buyer.

ManoMano does not open a Concrete Guarantee when:

- The Buyer refuses to return the Product to the Seller for an appraisal to be carried out; or
- The Seller has initiated an appraisal, at its own expense, to determine the origin of the defect and that:
  1. The duration of this appraisal is less than fifteen (15) calendar days from the return of the Product to the Seller. After this period of fifteen (15) calendar days, ManoMano may open a Concrete Guarantee; and/or
  2. The results of this appraisal conclude that the reported defect is attributable to the Buyer (subject to the provision of these results to ManoMano).

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

When a Concrete Guarantee is opened, the Seller has an additional period of time to act:

1. The Seller has a **period of two (2) working days from the opening date of the Concrete Guarantee** to respond to the Buyer (excluding automatic message). Failing this, or when the Seller refuses to handle the complaint, ManoMano closes the Concrete Guarantee in favour of the Buyer at the end of the period of two (2) working days; or
2. The Seller has a **period of five (5) working days from the opening date of the Concrete Guarantee** to act as follows:
  - the Seller initiates, at its own expense, a solution to repair or replace the Product (sending a prepaid return label to the Buyer to return the Product, organising the collection of the Product to be recovered, etc.). When a delivery is still in progress after the period of five (5) working days, the Concrete Guarantee may be extended by a maximum of fifteen (15) calendar days from the initial closing date of the Concrete Guarantee to verify the receipt of the parcel by the Buyer;
  - the Seller refunds the Order (partial or full refund of the price of the Product as the case may be and any delivery fees) when (i) no solution to repair or replace



the Product can be implemented, or (ii) one of these solutions has already been implemented and has failed (new defect found).

Failing this, ManoMano closes the Concrete Guarantee in favour of the Buyer at the end of this period of five (5) working days.

When ManoMano closes the Concrete Guarantee in favour of the Buyer, the Order is refunded at the Seller's expense under the following conditions:

- when the Buyer wishes or agrees to keep the Product: partial refund of up to 50% of the price of the Product and any delivery fees.
- when the Buyer does not wish or agree to keep the Product: full refund of 100% of the price of the Product and any delivery fees.

In the event of a full refund of the Order at the end of a Concrete Guarantee, the Buyer returns the refunded Product to the Seller under the following conditions:

- When the Seller has provided a pre-paid return label to the Buyer within fifteen (15) calendar days from the closing date of the Concrete Guarantee, the Buyer ships the defective Product within the period agreed with the Seller, and failing that within fifteen (15) calendar days from the date of dispatch of the pre-paid return label by the Seller.
- When the Seller organises the collection of the defective Product, at its own expense, within fifteen (15) calendar days from the closing date of the Concrete Guarantee, the Buyer prepares and makes the Product available to the carrier for recovery on the return date agreed with the Seller.

Otherwise, ManoMano reserves the right to take action to recover the sums unduly collected from the Buyer.

The Seller may recover the Product in order to carry out an appraisal, at its own expense, to determine the origin of the defect reported by the Buyer.

When the Seller has carried out an appraisal, at its own expense, ManoMano may extend the duration of the current Concrete Guarantee by a maximum of fifteen (15) additional days from the initial closing date of the Concrete Guarantee.

ManoMano closes the Concrete Guarantee in favour of the Seller (the Buyer does not obtain the refund) when:

- The Buyer refuses to return the Product to the Seller for an appraisal to be carried out; and/or
- The Seller has initiated an appraisal, at its own expense, to determine the origin of the defect and the results of this appraisal conclude that the reported defect is attributable to the Buyer (subject to the provision of these results to ManoMano).

## **7. The Seller has not responded to a withdrawal request from the Buyer**

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

If the three conditions set out below are met, a Concrete Guarantee may be opened by ManoMano.

**Condition 1:** The Buyer wishes to withdraw from his purchase and:

- the Product is not among the categories of Products for which the right of withdrawal was excluded in the Seller's General Terms and Conditions of Sale (e.g. goods made to the consumer's specifications or clearly personalised, goods liable to deteriorate or expire rapidly, sealed goods which cannot be returned for health protection or hygiene reasons and were unsealed by the consumer after delivery, etc.)
- the Buyer 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 they would have been able to do if they had purchased the Product in a shop; and
- the Buyer 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.

**Condition 2:** The Buyer has informed the Seller, via their Personal Account, of their wish to withdraw (i) **within the period indicated in the Seller's General Terms and Conditions of Sale** (which period may not be less than fourteen (14) calendar days following the day of receipt of the Product by the Buyer), (ii) and failing that within fourteen (14) calendar days following the day of receipt of the Product by the Buyer.

If this period expires on a Saturday, a Sunday or a public holiday, it will be extended until the next working day.

**Condition 3:**

1. **At the end of a period of two (2) working days from the date on which the Buyer informs the Seller of their decision to withdraw**, the Seller has not responded to the Buyer (excluding automatic message) or has indicated that it refuses to accept the withdrawal.

In this case, a Concrete Guarantee may be opened by ManoMano after two (2) working days; or

2. **At the end of a period of four (4) working days from the date on which the Buyer informs the Seller of their withdrawal decision**, the Seller has not sent the instructions and/or information necessary for the Buyer to return the Product (sending a pre-paid return label or organising the collection of the Product by a carrier according to the terms provided).

In this case, a Concrete Guarantee may be opened by ManoMano at the end of the period of four (4) working days.

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

When a Concrete Guarantee is opened by ManoMano, the Seller has an additional period of time to act:

1. The Seller has a **period of two (2) working days from the opening date of the Concrete Guarantee** to respond to the Buyer (excluding automatic message).  
Failing this, or when the Seller has indicated that it refuses to accept the withdrawal, ManoMano may close the Concrete Guarantee in favour of the Buyer at the end of this period of two (2) working days;  
or
2. The Seller has a **period of five (5) working days from the opening date of the Concrete Guarantee** to send the instructions and/or information necessary for the Buyer to return the Product (sending a pre-paid return label or organising the collection of the Product by a carrier according to the terms provided). When the return of the Product by the Buyer is still in progress after the period of five (5) working days, the Concrete Guarantee may be extended by a maximum of fifteen (15) calendar days from the initial closing date of the Concrete Guarantee to verify the receipt of the parcel by the Seller.  
Failing this, ManoMano closes the Concrete Guarantee in favour of the Buyer at the end of this period of five (5) working days.

When ManoMano closes the Concrete Guarantee in favour of the Buyer, the Order is refunded at the Seller's expense (full refund of the price of the Product(s) and any delivery fees).

In the event of a full refund of the Order at the end of a Concrete Guarantee (price of the Product (s) and any delivery fees), the Buyer returns the refunded Product to the Seller under the conditions described below. The cost of returning the Product is borne by the Buyer when this information is included in the Seller's General Terms and Conditions of Sale.

- When the Seller has previously provided a pre-paid return label to the Buyer within fifteen (15) calendar days from the closing date of the Concrete Guarantee, the Buyer ships the Product to be returned within the period agreed with the Seller, and failing that within fifteen (15) calendar days from the date of sending the pre-paid return label by the Seller.
- When the Seller organises the collection of the Product within fifteen (15) calendar days from the closing date of the Concrete Guarantee, the Buyer prepares and makes the Product available to the carrier for collection on the return date agreed with the Seller.

Otherwise, ManoMano reserves the right to take action to recover the sums unduly collected

from the Buyer.

## **8. 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?***

If the three conditions set out below are met, a Concrete Guarantee may be opened by ManoMano.

**Condition 1:** Following a complaint (whether or not a Concrete Guarantee has been previously implemented), the Buyer has returned the Product to the Seller under the conditions provided but has not received the expected refund within the period provided, i.e.:

- In the event of the exercise of the right of withdrawal: the Buyer has not been refunded within the period indicated in the Seller's General Terms and Conditions of Sale (which period may not exceed fourteen (14) calendar days following the day of receipt of the Product by the Seller), or failing that within fourteen (14) calendar days following the day of receipt of the Product by the Seller.
- In the event of defect: the Buyer has not been refunded within fourteen (14) calendar days from the date of receipt of the Product by the Seller.

**Condition 2:** The Buyer has sent a message to the Seller, via their Personal Account, to inform the Seller of the incident.

**Condition 3:**

1. **After a period of two (2) working days from the Buyer's message**, the Seller has not responded to the Buyer (excluding automatic message) or has indicated that it refuses to handle the complaint.  
In this case, a Concrete Guarantee may be opened by ManoMano at the end of this period of two (2) working days;  
or
2. **After a period of four (4) working days from the Buyer's message**, the Seller has still not made the expected refund. In this case, a Concrete Guarantee may be opened by ManoMano at the end of this period of four (4) working days;

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

When a Concrete Guarantee is opened by ManoMano, the Seller has an additional period of time to act:

1. The Seller has a **period of two (2) working days from the opening date of Concrete Guarantee** to respond to the Buyer (excluding automatic message). Failing this, or

when the Seller has refused to handle the complaint, ManoMano closes the Concrete Guarantee in favour of the Buyer at the end of this period of two (2) working days;  
or

2. The Seller has a **period of five (5) working days from the opening date of the Concrete Guarantee** to make the expected refund.

Failing this, ManoMano closes the Concrete Guarantee in favour of the Buyer at the end of this period of five (5) working days.

When ManoMano closes the Concrete Guarantee in favour of the Buyer, the Buyer is refunded the expected amount, at the Seller's expense.

## **9. Following a complaint, the Buyer has not received the Product or item that should have been reshipped to it by the Seller**

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

If the three conditions set out below are met, a Concrete Guarantee may be opened by ManoMano.

**Condition 1:** Following a claim (whether or not a Concrete Guarantee has been previously implemented), the Buyer has not received the Product or item which should have been reshipped to it by the Seller within the period specified by the Seller.

**Condition 2:** The Buyer has sent a message to the Seller, via their Personal Account, to inform it of the incident.

### **Condition 3:**

1. **After a period of two (2) working days from the Buyer's message**, the Seller has not responded to the Buyer (excluding automatic message) or has indicated that it refuses to handle the complaint.

In this case, a Concrete Guarantee may be opened by ManoMano at the end of this period of two (2) working days;

or

2. **At the end of a period of four (4) working days from the Buyer's message**, the Seller has not, at its own expense, reshipped the Product or the expected item (and provided the Buyer or ManoMano with a parcel tracking number or link).

In this case, a Concrete Guarantee may be opened by ManoMano at the end of this period of four (4) working days.

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

When a Concrete Guarantee is opened by ManoMano, the Seller has an additional period of time to act:

1. The Seller has a **period of two (2) working days from the opening date of the Concrete Guarantee** to respond to the Buyer (excluding automatic message).  
Failing this, or when the Seller has indicated that it refuses to handle the complaint, ManoMano closes the Concrete Guarantee in favour of the Buyer at the end of this period of two (2) working days;  
or
2. The Seller has a **period of five (5) working days from the opening date of the Concrete Guarantee** to deliver the Product or the expected item (and provide the Buyer or ManoMano with a parcel tracking number or link). When a delivery is still in progress after the period of five (5) working days, the Concrete Guarantee may be extended by a maximum of fifteen (15) calendar days from the initial closing date of the Concrete Guarantee to verify the receipt of the parcel by the Buyer.  
Failing this, ManoMano closes the Concrete Guarantee in favour of the Buyer at the end of this period of five (5) working days.

When ManoMano closes the Concrete Guarantee in favour of the Buyer, the Order is refunded at the Seller's expense (partial or full refund of the price of the Product, as the case may be).

In the event of a full refund of the Order at the end of a Concrete Guarantee while the Buyer is in possession of the refunded Product, the Buyer returns the refunded Product to the Seller under the following conditions:

- When the Seller has provided a pre-paid return label to the Buyer within fifteen (15) calendar days from the closing date of the Concrete Guarantee, the Buyer ships the Product to be returned within the period agreed with the Seller, and failing that within fifteen (15) calendar days from the date of dispatch of the pre-paid return label by the Seller.
- When the Seller organises the collection of the damaged or broken Product, at its own expense, within fifteen (15) calendar days from the closing date of the Concrete Guarantee, the Buyer prepares and makes the Product to be returned available to the carrier for recovery on the return date agreed with the Seller.

## **10. Invoice/credit note not received or incorrect**

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

If the three conditions set out below are met, a Concrete Guarantee may be opened by ManoMano.

**Condition 1:** The Buyer has not received an invoice or credit note, or has received an incorrect invoice or credit note. An invoice or credit note is incorrect when:

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

**Condition 2:** The Buyer has requested a valid invoice or credit note from the Seller via their Personal Account.

**Condition 3:**

1. **After a period of two (2) working days from the Buyer's message**, the Seller has not responded to the Buyer (excluding automatic message) or has indicated that it refuses to provide the valid invoice or credit note requested by the Buyer.  
In this case, a Concrete Guarantee may be opened by ManoMano at the end of this period of two (2) working days;  
or
2. **At the end of a period of four (4) working days from the Buyer's message**, the Seller has not provided a valid invoice or credit note to the Buyer.  
In this case, a Concrete Guarantee may be opened by ManoMano at the end of this period of four (4) working days.

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

When a Concrete Guarantee is opened by ManoMano, the Seller has an additional period of time to act:

1. The Seller has a **period of two (2) working days from the opening date of the Concrete Guarantee** to respond to the Buyer (excluding automatic message).  
Failing this, or where the Seller has indicated that it refuses to provide a valid invoice or credit note to the Buyer, ManoMano closes the Concrete Guarantee in favour of the Buyer at the end of this period of two (2) working days;  
or
2. The Seller has a **period of five (5) working days from the opening date of the Concrete Guarantee** to provide the valid invoice or credit note requested by the Buyer.  
Failing this, ManoMano closes the Concrete Guarantee in favour of the Buyer at the end of this period of five (5) working days.

When ManoMano closes the Concrete Guarantee in favour of the Buyer, the Order is refunded at the Seller's expense (partial refund of the Order **up to fifteen percent (15%) of the amount paid by the Buyer** for its purchase).

# 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 <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.