

General Terms and Conditions of Use

Last updated on 26.05.2026

PREAMBLE

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

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

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

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

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

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

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

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

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

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

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

The User is informed that the T&Cs of the Platform may be amended at any time unilaterally by ManoMano primarily in order to comply with any developments of its Services or any legal, judicial, editorial and/or technical developments.

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.

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.

Guest Account: refers to the feature that allows the Buyer to place an Order without creating

a Personal Account

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

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

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

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

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

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

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

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

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

ARTICLE 3 – TERMS AND CONDITIONS OF ACCESS TO THE PLATFORM

3.1. General information

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

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

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

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

To be able to use the Services and 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 considered "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);
- 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 'Hello, 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 can also log in using their Google or Apple account (the latter option being available only on the website).

In case of password loss, the User can click on the 'Forgot Password' link on the login access

page or at the time of proceeding to checkout. The User will then provide their email address to initiate the password reset process

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;
- adopting an offensive username that contravenes public order or morals, infringes on the rights of third parties, violates laws and regulations, or damages ManoMano's image.

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

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 - FINANCIAL TERMS

6.1. 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 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.

For further information on Klarna payment services, the Buyer is invited to consult Klarna's Terms and Conditions available at: <https://www.klarna.com/uk/terms-and-conditions/>

6.2. 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.

6.3. 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 7 - DELIVERY OF THE PRODUCTS BY THE SELLERS

7.1. 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.

7.2. Terms of delivery

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

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

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

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

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

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

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

7.3. 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.

7.4. 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.

7.5. 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.

7.6. 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.

7.7. Transfer of Risk

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

7.8. Transfer of title

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

ARTICLE 8 - 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 9 – NON-COMPLIANT, INCOMPLETE OR DEFECTIVE PRODUCTS

9.1. 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.

9.2. 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 10 - 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. The terms and conditions of opening and implementing the Concrete Guarantee are described in Annex 1 of these T&Cs.

ARTICLE 11 – 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 12 – 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 13 – 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 14 – INTELLECTUAL PROPERTY

14.1. 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.

14.2. 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.

14.3. 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.

14.4. 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.

14.5 Scraping

All Users acknowledge that any form of web scraping, web harvesting, automated data collection, or data gathering on the Platform, the Manomanopro Platform, the Manomano Application, and the Manomanopro Application is strictly prohibited, including but not limited to the following methods:

- **Automated Software and Tools:** The use of software, scripts, bots, or other tools intended to automatically extract data from the Platform, the Manomanopro Platform,

the Manomano Application, and the Manomanopro Application is strictly forbidden.

- **Crawling and Indexing Techniques:** Any attempt to crawl, explore, or index pages of the site to collect information without the prior express permission of ManoMano is prohibited.
- **Unauthorized APIs:** Accessing any API (Application Programming Interface) set up by ManoMano without authorization or using indirect means to obtain data from it is forbidden.
- **Bulk Manual Extraction:** Manually collecting data or information in bulk, even if not automated, remains prohibited if it interferes with the normal use of the site or causes system overload.
- **Unauthorized Requests:** Sending excessive or automated requests, or any other behavior that might disrupt the site's performance or its proper functioning, is also strictly prohibited.

14.6 Data Mining

Users acknowledge and agree that the exception for text and data mining as set out in Section 29A of the Copyright, Designs and Patents Act 1988 shall not apply to the Platform, the Manomanopro Platform, the Manomano App, or the Manomanopro App. Accordingly, any automated extraction, analysis, or mining of data, content, or other material made available through these services is strictly prohibited without the prior written consent of ManoMano.

ARTICLE 15 – 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;

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 16 - 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 17 - REPORTING ILLEGAL 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 complete the following form: <https://survey.zohopublic.eu/zs/Y2DHs5?lang=en>

ARTICLE 18 - 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 19 – 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/>.

ANNEX 1 - CONCRETE GUARANTEE (COMMERCIAL GUARANTEE)

The operation and the terms and conditions of implementation of the Concrete Guarantee are described below.

I - GENERAL INFORMATION ON THE OPERATION OF THE CONCRETE GUARANTEE

1. Conditions for opening a Concrete Guarantee

For a Concrete Guarantee to be opened by ManoMano, the incident affecting the Buyer's Order must correspond to one of the cases provided for in Article II "Incidents covered by the Concrete Guarantee".

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

- The Buyer has not paid the full amount of the Order, the first instalment of the split payment, or has been subject to a bank rejection;
- The Product was purchased fraudulently on the Platform;
- The Buyer has not provided the Seller or ManoMano with the information requested for the processing of the claim within a maximum period of thirty (30) calendar days (additional information about the incident, etc.).

ManoMano notifies the Buyer and the Seller by email of the opening of a Concrete Guarantee or of the rejection of the request to open a Concrete Guarantee. ManoMano specifies the grounds for such rejection. The Seller has the option to dispute a refund triggered by ManoMano at the conclusion of a Concrete Guarantee.

2. Timeframe for opening a Concrete Guarantee

ManoMano opens a Concrete Guarantee within the following timeframes:

- One (1) business day from the message of the Buyer or ManoMano if the Seller has not responded to the message with resolution elements or has indicated a refusal to handle the Buyer's request.
- Two (2) business days if the Seller has not proposed and implemented a solution approved by ManoMano as indicated in Article "II - Incidents covered by the Concrete Guarantee".

3. Processing of the Concrete Guarantee

From the opening of a Concrete Guarantee, the Seller has the timeframes indicated in Article II "Incidents covered by the Concrete Guarantee" to implement a solution that would lead to the resolution of the incident.

When the Seller has implemented a compliant solution within the indicated timeframe, the Concrete Guarantee is closed by ManoMano in favour of the Seller: ManoMano does not trigger the refund of the Order at the Seller's expense.

When the Seller has not implemented a compliant solution within the indicated timeframe, the Concrete Guarantee is closed in favour of the Buyer: the Buyer's Order is refunded at the Seller's expense (partial or full refund of the Product, as the case may be, and any Delivery fees). In any event, a Buyer may not be refunded for an amount exceeding the amount of the Order.

In the case of a partial refund made by ManoMano, the Buyer retains the Product. In the case of a full refund made by ManoMano, the Seller may request the return of the Product within 15 days following the end of the procedure. It is the Seller's responsibility to arrange the return of the Product by sharing a prepaid return label or by organising a home collection. In the event that the Seller is unable to recover the Product, ManoMano reserves the right to take action to recover the amounts unduly received by the Buyer.

4. Extension of the Concrete Guarantee

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

Grounds for extension	Maximum extension duration	Triggering event (ongoing at the time of initial closure)	Supporting document to be provided
Non-delivery (carrier investigation)	10 calendar days	The Seller has opened an investigation with	Proof of the opening of the dispute with the

		the carrier	carrier
Shipment of a new Product	15 calendar days	The Seller has dispatched a replacement Product or item	Shipment tracking link
Product inspection (Non-conformity)	15 calendar days	The Seller has initiated a Product inspection	Proof of ongoing Product inspection/repair
Product return by the Buyer	15 calendar days	The Buyer has shipped the Product to be returned to the Seller (delivery in progress)	Proof of return organisation + Return tracking link
No response from the Buyer	7 calendar days	The Buyer does not respond to requests for additional information (affidavit, confirmation of resolution, etc.)	Message visible on the Platform

II - INCIDENTS COVERED BY THE CONCRETE GUARANTEE, TIMEFRAMES AND REQUIRED ACTION

Incidents covered	Buyer/ManoMan o timeframe to report the incident	Maximum timeframe given to the Seller to act from the opening of the Concrete Guarantee	Required action from the Seller to close the Concrete Guarantee in its favour	ManoMano action in the event of closure of the Concrete Guarantee in favour of the Buyer
Cancellation of an unshipped Order	As soon as possible before shipment (Order status "pending validation" or "in preparation")	1 business day	Cancellation and refund of the Order	Full refund of the Order (including Delivery fees) at the Seller's expense NB: The Concrete Guarantee is excluded when the Seller is unable to cancel the shipment of the Order for logistical reasons.
Order not shipped	After the maximum delivery date indicated in the Order confirmation email	1 business day	Shipment (with valid tracking link) and delivery of the Order at the Seller's expense, OR Cancellation and refund of the Order if the Buyer no longer wishes to receive the Order due to the delay	Full refund of the Order (including Delivery fees) at the Seller's expense

Order shipped but not received	Up to 30 days after the maximum delivery date indicated in the Order confirmation email	5 business days, reduced to 2 days if the Seller does not respond to the Buyer or ManoMano, or refuses to handle the matter	Delivery of the Order, OR Cancellation and refund of the Order if the Buyer no longer wishes to receive the Order due to the delay, OR Indisputable proof that the Order has been duly received by the Buyer	Full refund of the Order (including Delivery fees) at the Seller's expense
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Incidents covered	Buyer/ManoMan o timeframe to report the incident	Maximum timeframe given to the Seller to act from the opening of the Concrete Guarantee	Required action from the Seller to close the Concrete Guarantee in its favour	ManoMano action in the event of closure of the Concrete Guarantee in favour of the Buyer
Broken or damaged Product NB: The absence of reservations on the delivery note does not justify the Seller's refusal to handle the incident.	Up to 14 calendar days after receipt of the Product	5 business days, reduced to 2 days if the Seller does not respond to the Buyer or ManoMano, or refuses to handle the matter	Repair or replacement of the Product (including Delivery fees and collection fees) at the Seller's expense, OR If repair or replacement has failed or is impossible, the Buyer may require the Seller to provide a full refund of the Order (including Delivery fees)	Full refund of the Order (including Delivery fees) at the Seller's expense if the Buyer returns the damaged Product to the Seller, OR Partial refund of up to 50% of the Product price if the Buyer wishes to retain the damaged Product

Non-compliant Product (e.g., defective Product, missing instructions, incomplete Product or Product not compliant to its description)	Up to 2 years after delivery (aligned with the B2C legal guarantee of conformity)	5 business days, reduced to 2 days if the Seller does not respond to the Buyer or ManoMano, or refuses to handle the matter	Repair or replacement of the Product (including Delivery fees and reinstallation fees) at the Seller's expense, OR Shipment of the missing elements (with correct tracking link) and delivery at the Seller's expense, OR If repair or replacement has failed or is impossible, or if the date of receipt of the compliant Product was a determining condition of its purchase, the Buyer may require the Seller to provide a full refund of the Order (including Delivery fees).	Full refund of the Order (including Delivery fees) at the Seller's expense if the Buyer returns the non-compliant Product to the Seller, OR Partial refund of up to 50% of the Product price if the Buyer wishes to retain the non-compliant Product, OR Refund of reinstallation costs only if the Seller has repaired or replaced the Product but has not covered these costs
Unprocessed withdrawal	Up to 14 calendar days after receipt of the Product, unless a longer period is provided under the Seller's T&Cs	5 business days, reduced to 2 days if the Seller does not respond to the Buyer or ManoMano, or refuses to handle the matter	Provision of Product return instructions to the Buyer, including a prepaid return label or the arrangement of a home collection with a return tracking link	Full refund of the Order (including Delivery fees) at the Seller's expense
Non-receipt of the Product or the reshipped item	As soon as the delivery deadline indicated by the Seller is exceeded	5 business days, reduced to 2 days if the Seller does not respond to the Buyer or ManoMano, or refuses to handle the matter	Shipment of the Product or expected item (with correct tracking link) and delivery at the Seller's expense, OR Full refund of the Product / Order (including Delivery	Full refund of the Order (including Delivery fees) at the Seller's expense

			fees) at the Seller's expense	
Non-receipt of refund despite the Product having been returned to the Seller	From 14 calendar days after the date on which the Seller is informed of the Buyer's withdrawal decision, or upon receipt of the Product by the Seller if it has been returned by the Buyer but not yet received by the Seller	1 business day	Full refund of the Product / Order (including Delivery fees) at the Seller's expense	Refund of the amount due to the Buyer at the Seller's expense
Invoice/credit note not received or incorrect	No time limit	1 business day	Provision of a compliant invoice or credit note	Partial refund of the Order at the Seller's expense up to fifteen per cent (15%) of the amount paid by the Buyer for the 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 ⁽¹⁾ hereby give notice that I/We ⁽¹⁾ withdraw from my/our ⁽¹⁾ contract of sale of the following goods ⁽¹⁾/for the provision of the following service ⁽¹⁾,
- Ordered on ⁽¹⁾ /received on⁽¹⁾,
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

⁽¹⁾ Delete as appropriate.