

TERMS AND CONDITIONS OF USE

INTRODUCTION

The Company Colibri (hereinafter “Colibri”), is a French company registered in the Nanterre Trade and Companies Register under number 752 979 930, with its registered office at 15 Avenue de la Grande Armée, 75116 Paris. It is the owner of several websites in France and Europe, publishing on-line services which make it possible to post and find offers for DIY and gardening products, aimed at both private individuals and companies. Colibri creates a marketplace which makes it possible to match Sellers with Buyers (hereinafter jointly referred to as the “Participants”) and to conclude sales contracts for the desired products.

These Terms and Conditions (hereinafter “T&Cs”) are applicable for all Participants and users of Colibri’s website www.manomano.co.uk (hereinafter the “Website”) and define the terms governing the availability and use of the services on the Website.

The Managing Editor of Colibri is: Mr. C. Raisson.

The Website is hosted in France by the company Typhon whose address is 41 rue de l’Echiquier, 75010 Paris.

Access to the Website, as well as consultation and use of the Website, is permitted only by acceptance of these Terms and Conditions (T&Cs). They may be amended at any time, unilaterally by Colibri, as a result of changes or additions made, in order, in particular, to comply with any legal, jurisprudential, editorial and/or technical developments. Thus, before using the Website, Participants are advised to refer to the latest version of the T&Cs, which can be accessed at any time on the Website. If you do not agree to these terms, you are not permitted to use the Website.

Colibri reserves the right to refuse access to the Website, unilaterally and without prior notification, to any user or Participant failing to comply with these Terms and Conditions.

DEFINITIONS

Buyer: any Participant who has indicated their acceptance of an offer presented on the Platform.

Personal Account: all of the personal data relating to a Participant, including, in particular, their identity information and User Identification that enable them to access the Services on the Colibri Platform.

Data: information communicated by the Sellers to create their Product Fact Sheets posted on the Website.

Seller Fact Sheet: description of the Seller, including, among other information, their sales methods.

Product Fact Sheet: description of the Product offered for sale on the Platform using Data communicated by the Seller, which may be edited at the discretion of Colibri.

Concrete Guarantee: contractual undertaking of the Supplier to refund the price paid by the Buyer after placing an Order, in the case of certain disputes, or in the event of

misconduct by the Seller, or in the cases and under the conditions specified on the Website.

User Identification: email address and password chosen by Participants to identify them and enable them to access the Colibri Services.

Seller: a Participant making an offer to sell a Product on the Colibri Platform.

Basket: place where the Buyer places the Products that they have chosen to buy on the Website.

Participant: a Seller or a Buyer using the Colibri Platform after accepting these Terms and Conditions.

Colibri Platform: the functional and organisational structure on which the Website is based set up by Colibri, making it possible to match Product Buyers with Sellers.

Price: 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.

Products: the DIY / gardening products offered for sale by Sellers in the form of Product Fact Sheets, and available to be purchased by Buyers on the Colibri Platform.

Services: all of the functionalities made available to Participants by Colibri and available on the Website: www.manomano.co.uk.

ARTICLE 1 – CONDITIONS OF ACCESS

1.1 - Costs and charges

The Website can be accessed free of charge by any Participant with access to the internet. Participants shall be responsible for the correct operation of their computer equipment and for their access to the internet.

Colibri reserves the right to discontinue, suspend temporarily or modify, without notice, access to all or part of the Website, for maintenance purposes or for any other reason, without such discontinuation providing entitlement to any obligation or compensation.

1.2 - Registration procedures and creation of the Personal Account

Access to certain Services proposed by Colibri will require on-line registration and, in particular, the creation of a Personal Account on the Website. By registering with Colibri, Participants shall have their own, strictly private User Identification comprising an email address and a confidential password, which they undertake to keep confidential. Participants agree to provide accurate information with regard to their identity, address and any other information necessary to access the Colibri Platform, so as to avoid misleading Colibri or third parties, and to keep such information up-to-date. They are responsible for taking all the steps necessary to protect their data against all possible breaches. They are also required to provide a valid email address.

At the same time, it is Colibri's responsibility to put in place all the means it has to guarantee the security and confidentiality of the data transmitted.

To benefit from access to the Colibri Platform, Participants must be:

- an individual over the age of 18 with the capacity to enter into contracts and with a valid delivery address in one of the countries in which Colibri operates its Website; or
- a legal entity, whose authorised representative must provide valid information relating to their identity (surname / first name), its company name, its company number, address of its registered office, telephone number and email address.

Participants undertake not to create or use additional accounts, other than those originally created, whether under their own identity or that of third parties, without the express and specific authorisation of Colibri.

Without prejudice to the above, Participants must also comply with the following rules:

- not harass other Website Participants and not make any character slurs or defamatory or racist remarks on the Website, and more generally, from breaching any applicable laws and regulations in force, or infringing the rights of others, or prejudicing public order and decency;
- not attempt to obtain through the Website any information not otherwise publically available concerning other Participants, whether by manual or computerised means, and not to attempt to access a Personal Account belonging to another Participant;
- not to upload viruses or other codes likely to jeopardise the proper functioning of the Website.

DATA COLLECTION

The only data collected automatically by the Website shall be the IP address (address of the Participant's computer), to the exclusion of all other information. The Website shall be capable of implementing an automatic tracking process (cookie), which Participants can disable by changing their browser settings.

Registration is considered complete by the Participant's acceptance of these Terms and Conditions by ticking "I accept the Terms and Conditions" box, and by Colibri's receipt of all the information requested on the registration form.

1.3 – Period of validity and termination

The period of validity of a Participant's registration on the Website shall be for an indefinite period.

Participants expressly acknowledge that Colibri can, automatically and without notice or compensation, terminate all or part of the Services provided. In turn, they can decide at any time to delete their Personal Account, by clicking the icon designed for this on the Website.

In the same way, and without prejudice to any damages or action which may be taken against a Participant, Colibri can terminate automatically or suspend their Personal Account, without prior notice, and disable it in the event of serious and/or repeated infringement(s) of these Terms and Conditions, in particular in the event of: the offering of prohibited products for sale, inaccurate information, payment fraud, attempted fraud

or any other criminal offence. In this case, Sellers will not be able to claim any costs they may incur for the placing of their Products online.

ARTICLE 2 – SERVICES PROPOSED BY THE WEBSITE

Colibri has created a useful and practical Website devoted to the world of DIY and gardening. For this reason, Colibri provides Participants with a wide choice of on-line Services, including, without this list being exhaustive or definitive: Buyer-Seller matching, creation of Product Fact Sheets, Seller Fact Sheets and a Seller and Product rating system.

2.1 – Sales Process and Matching

The Colibri Platform allows Sellers to offer Products to Buyers. Colibri is acting at all times solely as an agent. At no time does Colibri come into possession of the Products and it is not a party to the agreement which is made solely between the Buyer and the Seller.

Buyers search for the Products for sale in the Product categories according to a categories established by Colibri. They do their shopping, place the Products selected in a Basket, and finalise the sale with the party able to meet their demands, using the professional tools made available by Colibri, in particular, the creation of: a module for messages addressed to the Seller covering the request information (Basket) and on-line payment into a secure account.

Sellers undertake to confirm or cancel their offer of sale within a period of one working day following receipt of an e-mail from Colibri informing them that a Buyer wishes to purchase their proposed Product. If, at the end of this period, the Sellers fail to respond, the offer of sale is considered to be cancelled.

Sellers are required to comply with all laws and regulations relating to distance selling and, in particular, the Consumer Contracts Regulations which require Sellers, in certain circumstances to offer a 14 day money back guarantee to Buyers.

As soon as the Buyer accepts the offer presented on the Platform, this constitutes a binding obligation to enter into a contract to purchase such Product(s), if those Products are available for Purchase. Once the Seller has confirmed the availability of the Product(s) covered by the offer and Colibri has received payment in full, Colibri shall notify the Seller of the Buyer's details.

The date on which the sale is considered to have taken place is the date on which payment of the Price is received in full, which shall be notified to the Buyer and to the Seller by e-mail.

Colibri does not guarantee to the Buyer that the Seller's Product will be appropriate or satisfy the requirements of the Buyer. Likewise, Colibri does not guarantee to the Seller that the Product will not be returned or that the sale will not be cancelled by the Buyer.

2.2 – Creation of Product Fact Sheets

Colibri recommends Sellers to create Product Fact Sheets on the Website in order to provide a description of the Product for sale. To this end, Sellers shall communicate the Data necessary to create these Fact Sheets, according to the criteria used by Colibri, in the format requested, with the understanding that such information may be edited at

the discretion of Colibri (including Product name and features etc.). The content communicated must not infringe the legitimate interests of third parties (for example, by misuse of intellectual property rights or misuse of copyrighted images). Sellers shall be solely responsible for the description of the Products they are offering for sale and shall be solely liable for any costs, claims or damages arising in the event of mistakes.

The placing of these Product Fact Sheets online enable Buyers to access: offers of sale proposed on the Website, details of Sellers, Product features and delivery terms.

2.3 - Creation of Seller Fact Sheets

The Seller must provide, in the format required by the Supplier, the data necessary to create their Seller Fact Sheet, namely: general presentation, Terms and Conditions of Sale (T&Cs of Sale) and available means of contact with Buyers etc. This information should be accurate, complete and regularly updated.

2.4 – Rating system

Colibri shall also set up a system to enable the Buyer to rate their level of satisfaction, at the end of the transaction with a Seller, using a grid provided by Colibri, expressed in the form of “stars”, with the top score being 5 stars. These rating mechanisms shall produce an appraisal of the Seller’s performance on the Website (price, quality of Products, delivery time, speed of response, handling of disputes and courtesy, etc.). This information may be made available to the public wholly or in part, and can be viewed on the Seller Fact Sheets. Colibri does not endorse the appraisals, is not required to check them and shall not be liable for the content.

The Seller appraisal system set up on the Website is of particular importance for the smooth running of the Marketplace. All Participants consent to the public disclosure by other Participants of the appraisals concerning them or relating to the sales conducted with them. Buyers are entitled to write truthful information on the appraisal page of the Seller concerned, relating to the latter’s behaviour in on-line transactions or on the Marketplace, with the understanding that any dispute may result in a poorer appraisal. It is not the responsibility of Colibri to ensure the accuracy of any appraisal or to remove any appraisal in the event that the Seller is not satisfied with it.

Products offered for sale on the Website, may be offered according to Buyers’ demands, according to those that have the best Seller rating, and according to the best Price.

ARTICLE 3 – FINANCIAL PROVISIONS

The Selling Price of the Products shall be inclusive of tax but exclusive of the shipping costs indicated on the Website, during the buying process, before the final confirmation of the order. Each sale made by a Buyer shall be settled by payment direct to Colibri. The bank details of the Buyer are not saved by Colibri in order to assure the security and confidentiality of Buyer information.

For this reason, Colibri has chosen the “Mercanet” on-line payment solution of BNP, and a secure encryption system to assure Buyers of the security of their payments over the internet. Buyers guarantee that they are the rightful holder and thus fully entitled to use the payment card or other means of payment in order to pay for their orders.

VAT may be charged on all deliveries, including those outside mainland United Kingdom. The order may also be subject to customs duties and tax, if applicable.

Colibri shall not be liable nor responsible for any procedures relating to customs duties or tax and these must be arranged between the Buyer and Seller.

If there is any default in payment on the agreed due date, this shall render payable immediately all of the sums due or, if any sum is unpaid following fraudulent use of payment means, the defaulting Buyer may be required to pay a flat-rate amount, in addition to the selling price, corresponding to the administrative cost of recovery.

The Seller authorises Colibri to collect the full cost of the transaction, in their name and on their behalf, including the shipping costs, which shall be paid into an escrow account set up with the banking institution chosen by Colibri and which shall be used solely for the purposes of executing these Terms and Conditions. Colibri is alone empowered to instruct the escrow account to pay to the Seller the Price of the transaction.

Order analysis system: payment fraud protection

Information relating to your order shall undergo automated data processing by the Colibri team. This automated processing of personal data is solely intended to define a transaction analysis level and to combat payment fraud.

The Colibri teams may need to ask you to provide evidence of your identity and of your billing or delivery address. Failure or refusal to provide the evidence requested may lead to Colibri rejecting the order in question. The time taken to provide the evidence requested may delay the shipment and delivery of the products ordered.

Colibri shall be the sole recipient of your personal financial information connected to your order. A bill not paid solely on account of the fraudulent use of a bank card shall automatically entail the registration of the details relating to your order on a computerised file, implemented by Colibri.

ARTICLE 4 – DELIVERIES

The products shall be delivered by the Seller to the address indicated by the Buyer on their order.

The Seller shall be solely responsible for the effective fulfilment of the obligation to deliver the Product ordered. The Product shall be shipped at the Seller's own risk, and within the terms of the application of the Concrete Guarantee - see Article 6.

The Seller undertakes to ship the Product, suitably packaged, at its own risk and expense, to the address of the Buyer, within the time agreed in the order.

The corresponding invoice shall be provided to Buyers:

- in the delivery package, if applicable; or
- via their Personal Account, following an express request made to the Seller, via the "order history" section.

This invoice shall include the price of the Product(s), the shipping costs and VAT.

Deliveries shall be made according to the method chosen by the Buyer and proposed on each Product Fact Sheet (by Post, to a Collection Point, with or without tracking option). Consequently, shipping costs may vary. Buyers can track the progress of their orders directly on the Website, if necessary, in the "My Account" section.

Buyers must check the condition of the Products as soon as they receive them so as to

establish their conformity with the order.

If, within fourteen days of the purchase date, no confirmation or complaint is received, the transaction shall be considered to have been satisfactorily concluded.

Unavailability of the Product(s) after payment receipt

Should a Product be unavailable, Buyers who have already paid shall be informed by e-mail prior to any cancellation of their order that:

- they will be delivered a Product of a quality and price equivalent to that originally ordered, subject to availability, with coverage of the delivery costs for the new product; or
- they will be refunded the price of the Product ordered and the return costs, within no more than fourteen days of the receipt of the notification of product unavailability. The amounts originally paid by the Buyer shall accrue interest automatically in the event of a late refund.

The fact that one or more Product(s) ordered from one or more Seller(s) on the Colibri Platform is/are not available shall not constitute grounds for the cancellation of all of the Products ordered, since Buyers are bound by their acceptance of the offer for each of the other Product(s) which are available.

Late delivery or non-delivery

In the event of any complaints for late delivery or non-delivery of all or part of the Products ordered, Buyers are asked to contact the Seller as from the agreed delivery date and may be entitled to cancel their order in accordance with the terms and conditions of sale of the Seller.

Should the Seller not reply to such a complaint within a period of 3 days, or give an unsatisfactory reply, the Buyer may make a complaint to Colibri to request that its Concrete Guarantee be applied (Article 6).

Colibri shall make any applicable refund due within fourteen (14) working days of the receipt of the Buyer's complaint. In the event of part delivery, such right to a refund shall apply only to Products not delivered within the same order.

If an item purchased is returned to the Seller for such reasons as "not claimed" or "does not live at the designated address", Colibri shall inform the Buyer concerned, who must contact the Seller. The item purchased will then be redelivered after agreement and payment of the corresponding costs. On the expiry of a period of one month, if no further contact is received from the Buyer, the Products shall no longer be shipped, and there will be no entitlement to a refund, exchange or compensation.

Product damaged or non-conforming at the time of delivery

If a damaged or non-conforming package is received, the Buyer shall contact the Seller, who shall state the measures to be taken to deal with the problem: which may include return of the Product, suitably packaged, or supply of photographs and any information that will make it possible to identify the anomaly, in the manner prescribed by the Seller.

After confirming the non-conformity of the Product in relation to the offer of the Seller, the Seller shall exchange the Product with a Product of the same or better quality, depending on availability, or shall refund the purchase and the shipping costs paid by

the Buyer.

After the Buyer has made contact via the Colibri Platform, if there is no reply by the Seller within 3 days, the Buyer may file a complaint with Colibri to enable the Concrete Guarantee (Article 6) to be applied.

ARTICLE 5 – RIGHT OF WITHDRAWAL / WITHDRAWALS / REFUNDS

In accordance with the provisions of the Consumer Contracts Regulations, Buyers shall have a period of fourteen calendar days in which to exercise their right of withdrawal without having to give any reasons or incur penalties, except for the cost of return. Upon the expiry of that period, the right of withdrawal shall irrevocably lapse. This period of fourteen calendar days shall take effect in relation to each Product on the day on which possession is taken of that Product.

If the right of cancellation is exercised, Colibri is required to give the Buyer a refund of all the payments received, including the delivery costs no later than fourteen days following the date on which it receives the Product back from the Buyer, subject to the terms mentioned below.

The consumer shall have fourteen days in which to return the product ordered to the address indicated on the Colibri Platform with respect to the Product Fact Sheet stating their order number, in its original packaging, with all its accessories and documents, or in a package equivalent to the one shipped and shall be refunded by Colibri. Any Product not received at the stated address shall not be refunded.

Colibri shall make the refund using the same method of payment as the one used by the Buyer for the original transaction.

The return and refund rules applicable to the Products are indicated on each Product Fact Sheet.

All refunds, for any reason whatsoever, whether or not arising from a Product-related dispute, shall be made through Colibri, which shall have the right to refuse them, in agreement with the Seller, except where the legal right of cancellation is exercised.

All products returned (Product, original packaging, accessories and product leaflet etc.) must be perfectly intact. In the event of damage attributable to the Buyer, Colibri is entitled to deduct from the refund due to the Buyer, the corresponding amount of the damage to the Product.

ARTICLE 6 – PRODUCT GUARANTEES

The Seller undertakes to ensure that any offer of a Product corresponds to a readily available, tangible item, which it owns in full.

Statutory Warranty

Products are sold with the benefit of and subject to the terms applicable to such warranty as is given by the Seller.

Other than as expressly provided in these Terms and Conditions, and except where the Products are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977 and Unfair Terms in Consumer Contracts Regulations), we exclude all conditions, terms, representations (other than fraudulent or negligent

representations) and warranties relating to the Products, whether imposed by statute or by operation of law or otherwise, that are not expressly stated herein, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose.

Where you are dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977 and Unfair Terms in Consumer Contracts Regulations) your statutory rights are not affected by any terms to the contrary which may be set out in these Terms and Conditions.

Concrete Guarantee

After Customers have placed their Orders with Sellers, any problems relating to the delivery of the products attributable to the Seller shall be dealt with by the Seller. If, however, the Buyer's contact with the Seller has not been dealt with appropriately in the following cases:

- Non-receipt of products ordered;
- Receipt of products, which are damaged, different from the order or incomplete;
- Return of the Product with the consent of the Seller, but non-receipt of the refund or refund amount is incorrect;

the Concrete Guarantee shall apply.

The conditions for applying for this contractual guarantee can be found on the Website by clicking the "Concrete Guarantee" icon.

ARTICLE 7 – INTELLECTUAL PROPERTY

All of the elements that make up the Website (various protectable works and creations, text, graphics, software, photographs, images, videos, sounds, plans, names, logos, trade names and databases etc.) and the Website itself are covered by French and international legislation on copyright and related rights.

These elements are the exclusive property of Colibri, apart from elements produced by stakeholders outside the Website, who have not transferred their copyright.

Any use of the Website elements not expressly approved entails a breach of copyright or of any other laws and regulations in force and shall constitute an infringement.

Unless otherwise agreed in writing by Colibri, the Participant undertakes to refrain from amending, copying, reproducing, republishing, downloading, placing online, transmitting, selling or distributing in any way whatsoever, on another server or in another place, the content made available thereto by Colibri, including Seller Fact Sheets, Product Fact Sheets and codes.

Consent to reproduce content shall only be granted to the Participant in computer-based digital format for the purpose of displaying web pages using navigation software.

ARTICLE 8 - DISCLAIMER OF GUARANTEE AND EXCLUSION OF LIABILITY

The Services of Colibri shall be provided on an "as is" basis, without any guarantee. The company expressly excludes, to the extent permitted by law, all guarantees whether express, implied or statutory, including, without limitation, guarantees of commercial success, fitness for a specific purpose, and of non-infringement of copyright.

Colibri excludes all guarantees with regard to the safety, reliability, opportunity and performance of its Services.

Furthermore, Colibri accepts no liability whatsoever with regard to the:

- deletion, impossibility of storing, incorrect transmission or ill-timed transmission of the information or data shown on the Website or arising from the Services;
- costs incurred by loss of profit and/or loss of data;
- performance or non-performance of the Services of this Website or of the information or Products that appear in the results proposed;
- damage likely to result from the downloading or use of the information or data available on the internet via the Services of this Website, such as damage caused on the computer systems and loss of data;
- format or content of the information placed online on its spaces by the Participant.

These limitations of liability shall apply so as to prevent claims for damages, whether direct or indirect, or consequential, irrespective of the cause of that damage (including damage suffered by third parties).

Should Colibri's liability be pursued following a breach by a Participant of its obligations within the meaning of the law or these T&Cs, the Participant agrees to indemnify Colibri against any costs, expenses, claims or losses which may arise as a result.

ARTICLE 9 - PRIVACY STATEMENTS

What we collect

We may collect the following information:

- Your name
- Contact information including your home/billing address and email address
- Demographic information such as postcode, preferences and interests
- Your credit card details, should you choose to make a purchase with us

What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- For the purpose of carrying out purchases and transactions through the website.
- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may transfer your information to the purchaser of the assets or shares of Colibri. We may also use your

personal information to send you promotional information about third parties which may be of interest to you.

If you believe that any information we are holding on you is incorrect or incomplete, please write or email us as soon as possible. We will promptly correct any information found to be incorrect.

Participants have the right, at any time, to access and amend the data concerning them.

This right may be exercised by post or electronic mail through Colibri: -

hello@manomano.co.uk - address: 15 Avenue de la Grande Armée, 75116 Paris, France. You can call us at : 020 3608 2848 (local rate number), from Monday to Friday 10h-12h / 14h-17h30

ARTICLE 10 - GENERAL PROVISIONS

In order to be valid, any notification made by a Participant must be detailed, give clear reasons for the dissatisfaction and be sent to Colibri by letter, e-mail or via their Personal Account. An after-sales service is also available from Monday to Friday from 10 a.m. to 5 p.m., at the number shown on the Website i.e. 09 86 86 02, to respond to any issue or complaint made by Participants.

The parties cannot be held liable for any delay or non-performance when this is connected to force majeure, as defined by provisions or, more generally, by established practice.

The fact that any clause whatsoever of the Terms and Conditions becomes null and void, unenforceable, invalid, illegal or inapplicable by virtue of a law, regulation or following a court decision, will not call into question the validity, legality and applicability of the other provisions of the T&Cs, and shall not discharge Participants from their valid contractual obligations.

ARTICLE 11 - DISPUTES AND APPLICABLE LAW

These Terms and Conditions shall be governed by English law and any dispute shall be submitted to the sole jurisdiction of the English courts

ARTICLE 12 - CONCRETE GUARANTEE

In order to finalise sales contracts with complete confidence on the Platform, the Colibri hereby undertakes, even though it is not a contracting party in the Product sales contract, to arrange to refund Buyers for the price they paid after their Orders were placed with Sellers, in the following cases:

Product not received

The Buyer contacts the Seller by e-mail upon expiry of the deadline for delivery.

- The Seller does not reply within 4 days of the Buyer's e-mail transmission: A complaint is filed by the Buyer and the Concrete Guarantee is applied by Colibri.

Colibri has a period of fifteen days as from the Buyer's complaint to deal with the request and settle the dispute (whether or not a refund is made by the Seller).

- Reply from the Seller but no suitable solution is found within 7 days of the Buyer's initial contact with the Seller: complaint is filed by the Buyer and the Concrete Guarantee is applied by Colibri.

Colibri has a period of fifteen days as from the Buyer's complaint to deal with the request and settle the dispute (whether or not a refund is made by the Seller).

Product received damaged, different or incomplete

The Buyer contacts the Seller by e-mail up to fourteen days after receiving the Product.

- Seller does not reply within 3 days of the e-mail transmission: complaint is filed by the Buyer and the Concrete Guarantee is applied by Colibri.

Colibri has a period of fifteen days as from the Buyer's complaint to deal with the request and settle the dispute (whether or not a refund is made by the Seller).

- Reply from the Seller but no solution is found within 7 days of the Buyer's initial contact with the Seller: complaint is filed by the Buyer and the Concrete Guarantee is applied by Colibri.

Colibri has a period of fifteen days as from the Buyer's complaint to deal with the request and settle the dispute (whether or not a refund is made by the Seller).

Product returned but no refund is made or refund is incorrect

The Buyer has sent back the product by a shipping service retaining a tracking number and proof of deposit, but does not have the refund.

The Buyer contacts the Seller by e-mail 10 days after the return date indicated on the proof of deposit for the Product.

- Seller does not reply within 3 days of the e-mail transmission: complaint is filed by the Buyer and the Concrete Guarantee is applied by Colibri.

Colibri has a period of fifteen days as from the complaint to deal with the request and settle the dispute (whether or not a refund is made by the Seller).

- Reply from the Seller but no solution is found within 7 days of the contact made: complaint is filed by the Buyer and the Concrete Guarantee is applied by Colibri.

Colibri has a period of fifteen days as from the complaint to deal with the request and settle the dispute (whether or not a refund is made by the Seller).

If the product returned by parcel post is refused and the return cannot be traced, the Buyer's request to apply the Concrete Guarantee may be refused.

Colibri shall act as intermediary and shall ensure that an acceptable solution is put in place to enable the product ordered to be refunded under certain conditions.

Colibri shall inform the Buyer by e-mail or on its platform of the implementation of the Concrete Guarantee if the refund request is justified.

In order to be able to benefit from this additional contractual guarantee, applicable once for each order, Buyers must have paid the purchase price in full or part of it if they choose payment by instalment. Buyers cannot be refunded an amount greater than the amount of the purchase price.

At the request of Colibri, Buyers shall provide all of the documents in support of their claim for a refund: photos and evidence of the dispute.

Exclusion of Concrete Guarantee:

- Damage or loss of an item after delivery

- Illegal goods
- Payment has been made by payment card and rejected by the issuing bank
- Fraud

Cancellation of an outstanding claim by the Seller if the issue is resolved.

Right to object by the Buyer if the solution found is not completed within 7 days of the cancellation.

Contestation of a claim rejected by Colibri:

Colibri must give reasons for any decision to reject a claim made by a Buyer.

Buyers have forty-eight hours to provide any other evidence to establish the merits of their claim.