

TERMS AND CONDITIONS OF SALE

PREAMBLE

These Terms and Conditions of Sale (hereinafter the “**T&Cs**”) are concluded exclusively between (1) any person making a purchase (hereinafter referred to as the “**Customer**”) on the website www.gardandrock.com (the “**Website**” or the “**Gard&Rock website**”) and (2) the company Eyes Group, a limited liability company whose registered office is located at 1 Place Mondain Chanlouineau – 49100 ANGERS, registered with the Trade and Companies Register of Angers under number 517 688 180, authorised to operate the Gard&Rock trademark and the “gardandrock.com” domain name.

Only the website www.gardandrock.com is the official website of the Gard&Rock brand. Any other URL address misleadingly and fraudulently using the Gard&Rock brand is not a website published by Eyes Group. Customers are therefore warned not to place orders on these fake websites, as they risk identity theft and payment fraud.

By accepting these T&Cs, the Customer guarantees that they meet the conditions to create an account and place an order on the Website, being a natural person at least 18 years of age acting for purposes that do not fall within the scope of a commercial, industrial, craft or liberal activity. The Customer guarantees that they have full legal capacity to enter into a contract and place an online order on the Gard&Rock website.

The Customer and Gard&Rock agree that their relationship is governed exclusively by these T&Cs, to the exclusion of any other terms of sale, including those of stores selling Gard&Rock products through other distribution channels, whatever they may be.

In this respect, the Customer acknowledges having received, prior to placing the order and entering into the contract, in a readable and comprehensible manner, these T&Cs as well as all the information listed in Article L.221-5 of the French Consumer Code, and having taken note of them.

Any order validation, after ticking the box accepting the T&Cs, implies the Customer’s acceptance of these T&Cs. This validation constitutes clear and unambiguous expression of the Parties’ intention, who are thereby deemed to be signatories of a distance selling contract. The Customer acknowledges that these T&Cs are enforceable against them in accordance with Article 1119 of the French Civil Code.

Gard&Rock reserves the right to adapt or amend these Terms and Conditions of Sale at any time. Each order will be deemed to have been placed under the terms of the T&Cs in force on the date it is placed on the Gard&Rock website, the publication date indicated on the Website serving as the effective date.

For any question regarding an online purchase, the Customer may contact Gard&Rock Customer Service:

1. Directly on the Website, via the contact form: <https://en.gardandrock.com/contact>
2. By email: consumerservice@gardandrock.com
3. By post at the following address: EYES GROUP – 1 Place Mondain Chanlouineau – 49100 ANGERS – France.

In order to comply with Article R.541-173 of the French Environmental Code, here is the list of unique identifiers proving our membership to the approved organisations:

Approved organisation	Stream	IDU
CITEO	Packaging & Printed Papers	FR215943_01ZHDA
EcoLogic	EEE	FR215943_05QTWG
EcoLogic	Sports and Leisure Articles	FR215943_13EMMT
EcoMaison	DIY & Gardening Articles	FR215943_14SDJB

ARTICLE 1. VALIDATION OF THE ORDER ON THE GARD&ROCK WEBSITE

To place an order on the Gard&Rock website (the “**Order**”), the Customer will be guided through the following steps:

1. Selection of the products they choose to purchase on the Website by adding them to the Basket,
2. Display on the “My Basket” page of a summary of the Order, which may be modified, and of its total price (excluding delivery costs),
3. Creation of a customer account or login to an already existing customer account,
4. Selection of the delivery method for the products, where possible, together with the related cost,
5. Choice of payment method,
6. Order summary with acceptance of these T&Cs,
7. Payment,
8. After final validation of the Order, the Customer receives an order confirmation email confirming its registration, following acceptance of their payment.

The order confirmation email sent to the Customer constitutes Gard&Rock’s firm acceptance of their Order and confirms the formation of the sales contract between the Parties.

The Customer expressly acknowledges that any Order implies an obligation to pay. Consequently, subject to the right of withdrawal exercised under the conditions set out in Articles L. 221-18 et seq. of the French Consumer Code, the Customer is informed that they may not withdraw from an Order that they have already confirmed.

It is specified that all communications between the Customer and Gard&Rock are mainly carried out by email exchanges; therefore, it is essential that the Customer provides Gard&Rock with a valid email address which is regularly updated. Failing this, Gard&Rock cannot be held liable for the consequences arising from the provision of an incorrect or non-updated email address.

Unless proven otherwise, the information recorded on the computer server at the time the order is placed shall constitute proof of the formation of the distance contract between the Parties.

ARTICLE 2. VALIDITY OF OFFERS – AVAILABILITY OF PRODUCTS

The products displayed on the Gard&Rock website at a given time are in principle deemed to be available in stock at that same time, except in the case of time-limited offers as part of a specific operation expressly mentioned as such on the product page.

However, such availability is only verified after acceptance of payment for the Order or from the time the bank transfer is validated, and will be confirmed by Gard&Rock by sending the shipping confirmation email.

In the event of unavailability of one or more products, Gard&Rock undertakes either to offer the Customer a new delivery date for the product(s) ordered, or to refund them by re-crediting the means of payment used at the time of purchase, within 14 calendar days of payment of the Order.

The product and price offers are those displayed at the time of Order confirmation on the “My Basket” page of the Gard&Rock website. Thus, only the total price of the Order indicated on this page corresponds to the amount invoiced to the Customer at the time of payment of their Order (excluding delivery costs).

ARTICLE 3: PRICE

The prices displayed on the Gard&Rock website are expressed in euros and include VAT. The VAT applied is that in force in the country of delivery on the date the Order is confirmed.

Specific taxes or contributions, other than VAT, applicable according to regulations (for example, environmental eco-contribution), are indicated on each product page and on the “My Basket” page, the latter being the only page that is legally binding with regard to the total price of the Order, as stated in the last paragraph of Article 2 above.

All product prices displayed while browsing the Gard&Rock website exclude delivery costs, assembly costs or any other ancillary service. They include only the price of the product itself, as described on the product page, as well as its packaging.

Gard&Rock reserves the right to modify its prices at any time. The prices displayed at the time of Order confirmation will apply, subject to availability on that date.

ARTICLE 4: PAYMENT

4.1 PAYMENT METHODS

Regardless of the payment method chosen among those accepted on the Website, orders will only be considered registered after validation or receipt of payment, as applicable.

Thus, as long as payment has not been validated by the partner selected by the Customer, or Gard&Rock has not received confirmation of the bank transfer, the Order will not be prepared by Gard&Rock’s services.

Depending on the payment method chosen, the Customer must read and, if applicable, accept the General Terms and Conditions or Terms of Use of the partner responsible for managing the payment method concerned. These Terms and Conditions can be consulted directly on the website of the relevant partner.

In any case, Gard&Rock cannot be held liable for the conditions imposed by these independent partners.

4.1.1 Payment by Bank Card

Payment may be made using the bank cards listed on the Website’s payment page.

Online payment by bank card is secure and allows protected entry of the card number, expiry date and security code. Payment is made directly with the bank. Gard&Rock has no access to this information and cannot store it on its servers. Consequently, it must be entered again for each new transaction on the Website.

4.1.2 Payment by Bank Transfer

The bank details of SARL Eyes Group are indicated in the event of payment by bank transfer. The amount and the Order number are specified. The Order will be validated once the total amount due has been credited to the associated account.

4.2 PAYMENT INCIDENT

Gard&Rock reserves the right to refuse to deliver or honour an Order for which a payment dispute is being processed.

In the event of payment refusal, the User must settle their Order using another payment method offered on the Website. Failing this, the Order cannot be delivered.

ARTICLE 5: DELIVERY

5.1 ORDER PREPARATION TIMES

Gard&Rock may subcontract all or part of the preparation and/or shipment of the Order to a third party appointed to perform this service. For all products sold by Gard&Rock that are deemed to be in stock, Orders are prepared within 48 working hours from the first working day following validation of the Order by Gard&Rock under these T&Cs. Thus, Orders confirmed on a Friday, Saturday, Sunday or public holiday will only be processed on the next working day.

The time needed for scheduling an appointment with the carrier, as well as the carrier's delivery time, is not included in this period. All deadlines mentioned on the Gard&Rock website are understood as clear and firm deadlines.

5.2 ORDER DELIVERY TIMES

The Customer is informed that Gard&Rock may choose the most appropriate delivery method depending on the nature of the product, its weight and its volume.

The delivery times are indicated at the time of the Order and shall not, in any case, exceed 30 days from the date of payment validation by the Customer (date of Order validation by Gard&Rock).

In the event of force majeure, as defined by French law and case law, delivery times may be extended without Gard&Rock being held liable.

The indicated deadlines start from the validation of the Order; any payment verification procedures that delay Order validation and shipment are not included. The expected delivery date is indicated in the Order confirmation sent to the Customer (at the time of selecting the delivery method) as well as on each product page. This period is an average timeframe corresponding to the service used for delivery within mainland France. In the event of absence, the Customer must contact the relevant carrier to retrieve their Order.

Gard&Rock cannot be held responsible for delivery delays due to the Customer's unavailability at the time of delivery.

The Order is delivered to the address stated on the order form and recorded by the Customer as the "delivery address". In the event of an input error, notably an incorrect or incomplete delivery address, Gard&Rock cannot be held responsible for the consequences in terms of delay or impossibility of delivery. The Order cannot be delivered until the issue is resolved by the Customer. All costs related to the reshipment of products following a customer input error shall be borne exclusively by the Customer.

5.3 DELIVERY TRACKING

The Customer may, at any time, track their Order using the order number provided in the email formally registering their Order, in their "Account" area on the Gard&Rock website.

5.4 DELIVERY AREAS

Delivery is carried out only in the countries and geographical areas indicated when entering the delivery address at the time of placing the order.

5.5 SPECIAL DELIVERY TERMS

5.5.1: The different delivery methods

Deliveries may be global or partial, at Gard&Rock's discretion, depending on the products ordered. The delivery methods for the ordered products are established by Gard&Rock and depend in particular on their volume.

Deliveries of Orders are carried out to the Customer's **home** or to a **Pickup Point**.

The cost of the delivery method is displayed at the time of allocation or selection.

When the Order has been duly prepared and is ready for shipment, the Customer will receive an email regarding the dispatch of their Order.

In the event of failure to deliver within the specified time frame, the Customer may require Gard&Rock to perform the delivery within an additional reasonable period. Failing delivery within this new period, the Customer shall be entitled to cancel their Order. All these formalities (formal notice to deliver within a reasonable period and cancellation of the Order) must be carried out by registered letter with acknowledgement of receipt or in writing on another durable medium (email).

5.5.2: Terms for each delivery method

→ Pickup Point Collection:

Gard&Rock offers the Customer who has chosen the "Delivery to Pickup Point" option, when available, the possibility to collect their Order from a Pickup Point proposed based on the address entered by the Customer. The names and addresses of the professionals offering this service will be communicated to the Customer after selecting the "Delivery to Pickup Point" option. The Customer may then consult the opening days and hours of the chosen Pickup Point.

Upon arrival of the Order at the Pickup Point, the Customer has 5 calendar days to collect their Order. Failing this, the Order will be returned to Gard&Rock, who will contact the Customer by email to send their Order again at the Customer's expense.

Without a response from the Customer within 7 calendar days following the sending of this reminder email, the Order will be cancelled and Gard&Rock will refund the Order, except for the delivery fees, which remain the responsibility of the Customer.

→ Home delivery:

Home delivery in the letterbox when possible (if the Order cannot be deposited, the Customer will receive a notice providing instructions for delivery or collection of the parcel).

Without a response from the Customer within 7 days after sending this email, Gard&Rock will consider that the Customer has exercised their right of withdrawal and will refund the Order, with the exception of delivery costs, which remain the responsibility of the Customer.

In the event of an anomaly during delivery, the Customer is invited to note all their reservations on the delivery slip provided by the carrier. It is recalled, for all useful purposes, that the reservations expressed by the Customer are intended to record the existence and extent of any damage at the time of or during delivery; therefore, reservations must be formulated as precisely as possible. The Customer must indicate

their reservations in the form of handwritten, detailed, dated, explicit observations accompanied by their signature on the delivery slip or on any other medium. Photos of the products may be requested.

Such anomalies may include, for example:

1. Damaged product: scratches, dents, impacts, etc.
2. Product non-compliant in nature (incorrect reference, colour, etc.) or in quantity.

The Customer must then contact Gard&Rock (preferably by email with acknowledgment of receipt) to request the shipment of a compliant product or a refund, and possibly organise the return of the damaged or non-compliant product.

5.6 DELIVERY FEES

The delivery fee charged follows a calculation rule based on the destination on the one hand and the weight of the parcel on the other. The delivery fees indicated are expressed in euros, inclusive of all taxes and charges, including the VAT rate applicable on the day of delivery.

The final calculation of the applicable delivery fees is made once the delivery address has been entered and before the Customer validates their Order.

ARTICLE 6: RIGHT OF WITHDRAWAL – 30-DAY RETURN

6.1 CONDITIONS FOR EXERCISING THE RIGHT OF WITHDRAWAL

→ Period

In accordance with Article L 221-18 of the French Consumer Code, the Customer has a period of 14 days to exercise their right of withdrawal, without having to justify any reason. The period begins on the day after receipt of the Order. In the case of an Order involving several goods delivered separately, or an Order for a good consisting of multiple lots or parts delivered over a defined period, the period begins upon receipt of the last good or lot or the last part.

→ Exercising the right of withdrawal

To exercise their right of withdrawal, the Customer must inform Gard&Rock of their decision by sending, before the expiration of the aforementioned 14-day period, the standard withdrawal form provided for this purpose, which they will find by logging into “Account” on the Gard&Rock website under the section “My orders – request a return”.

6.2 30-DAY RETURN

Without prejudice to the provisions on the right of withdrawal in Article 6.1, Gard&Rock offers the Customer a total period of thirty (30) calendar days from the date of delivery of their Order to return all or part of it. In the event of abnormal, repeated or abusive returns, Gard&Rock nevertheless reserves the right not to accept the return and to refuse a subsequent order.

6.3 CONDITIONS AND PROCEDURES FOR RETURN AND REFUND OF PRODUCTS

For any return, whether under the right of withdrawal or within the 30-day return period, the return costs of the products are expressly borne by the Customer.

6.3.1: Conditions relating to the condition of the product

Any returned product must imperatively be returned in a condition allowing its immediate resale. The product must therefore be returned in its new condition, with all manuals and various accessories with which it was delivered, and in its original packaging.

The Customer's liability can only be incurred in the event of depreciation of the products resulting from handling other than that necessary to establish their nature, characteristics and proper functioning. Gard&Rock reserves the right to refuse reimbursement of the product if all these conditions are not met.

6.3.2: Product return procedures

In all cases, the Customer must return their product(s) to Gard&Rock without undue delay and, in the event of withdrawal, no later than 14 days after communicating their decision to withdraw. To do so, the Customer must contact Customer Service to request the return of their Order by logging into "Account" on the website www.gardandrock.com, section "My orders – request a return", and follow the instructions provided.

The physical return of the products will be organised and financed by the Customer. It must be made to the company's registered office. The tracking number must be sent to Gard&Rock by email (consumerservice@gardandrock.com) so that the company can monitor the proper progress of the delivery.

6.3.3: Refund procedures

In the event of exercising the right of withdrawal within the aforementioned period, and in accordance with Article L 221-24 of the French Consumer Code, Gard&Rock will reimburse the Customer for the price of the returned product(s) within 14 calendar days from the date of receipt of the returned product(s) at its registered office. All products must be returned in new condition and in their original packaging with all necessary protections for transport.

In the event of depreciation of the product resulting from handling other than that necessary to establish the nature, characteristics and proper functioning of the product — i.e., handling similar to that which could be carried out in a shop — Gard&Rock may apply a deduction to any refund made to the Customer.

Finally, Gard&Rock will reimburse the Customer by re-crediting the payment method used for the purchase.

ARTICLE 7: WARRANTIES AND AFTER-SALES SERVICE

7.1 WARRANTIES

7.1.1: Legal warranties

The Customer benefits from the legal warranty of conformity and the warranty against hidden defects.

The consumer has a period of two years from delivery of the goods to enforce the legal warranty of conformity in the event of the appearance of a lack of conformity. During this period, the consumer is required only to prove the existence of the lack of conformity, not the date on which it appeared.

The legal warranty of conformity gives the consumer the right to have the goods repaired or replaced within thirty days of their request, free of charge and without major inconvenience to them.

If the goods are repaired under the legal warranty of conformity, the consumer benefits from a six-month extension of the initial warranty.

If the goods are replaced, the legal warranty of conformity is renewed for a period of two years from the date of replacement of the goods.

The consumer may obtain a reduction in the purchase price while keeping the goods, or terminate the contract by obtaining a full refund in return for the return of the goods, if:

1° The professional refuses to repair or replace the goods;

2° The repair or replacement of the goods takes place after a period of thirty days;

3° The lack of conformity of the goods persists despite the seller's unsuccessful attempt to bring them into conformity.

Any period during which the goods are immobilised for the purpose of repair or replacement suspends the running of the warranty period remaining until delivery of the repaired goods.

The rights mentioned above result from the application of Articles L. 217-1 to L. 217-32 of the French Consumer Code.

The consumer also benefits from the legal warranty against hidden defects under Articles 1641 to 1649 of the French Civil Code, for a period of two years from the discovery of the defect. This warranty gives the right to a price reduction if the goods are kept, or to a full refund in return for the return of the goods.

The Customer may not invoke the warranty of conformity for specific characteristics of the goods to which they expressly consented and of which they were informed that they departed from the conformity criteria.

To this end, Gard&Rock informs the Customer that the conformity warranty may be excluded in the following cases:

- Any minor defects that do not render the product unfit for its intended use for a product of this type,
- Any abnormal or inappropriate use of the product,
- Any normal wear and tear due to use and natural ageing of the product,
- Any use of abrasive products or unsuitable cleaning or maintenance products,
- In the event of non-compliance with precautions, advice and instructions relating to the use, assembly, maintenance, storage, preservation or protection of the product,
- Any impacts or falls of any kind affecting the product,
- Any addition or replacement of parts not compliant with those recommended by Gard&Rock,
- In the event of modification of the very structure of the product.

Any refusal by Gard&Rock to act in accordance with the Customer's choice or to bring the goods into conformity shall be justified in writing to the Customer.

ARTICLE 7.2: Exercise of warranties – GARD&ROCK AFTER-SALES SERVICE

In order to benefit from the warranties, it is imperative to keep the purchase invoice for the product as well as all accessories that may have been delivered with the product.

For any information or question, or to exercise one of the warranties, GARD&ROCK Customer Service may be contacted as follows:

1. Either electronically via the contact form:
<https://en.gardandrock.com/contact>

For all electronic correspondence, in order to facilitate and speed up the processing of requests, the email address used for the Customer Account or provided when placing the Order must be used.

2. Or by post at the following address: EYES GROUP – CUSTOMER SERVICE – 1 Place Mondain
Chanlouineau – 49100 ANGERS – France

ARTICLE 8: LIABILITY – FORCE MAJEURE

Gard&Rock cannot be held liable for any inconvenience or damage inherent to the use of the internet, including service interruptions, external intrusions or the presence of computer viruses.

Furthermore, Gard&Rock cannot be held liable if an Order does not succeed or if it is prevented from fulfilling one of its obligations in the event of force majeure within the meaning of Article 1218 of the French Civil Code and French case law, including in the event of supply problems or weather conditions preventing the delivery of the Order, for damages originating from or caused by a strike, energy supply disruption, failure of IP networks on which they depend, war, riots or civil unrest, terrorist attacks, epidemics, pandemics, exceptional weather phenomena and natural disasters, embargo, or any event likely to prevent proper

delivery of the Order by Gard&Rock, its suppliers or carriers (such as strike, lock-out, partial unemployment, raw material shortage, accident, explosion, fire, supply difficulties, interruption or delay in transport, roadblocks, border closures, electricity or gas supply interruptions).

ARTICLE 9: ENTIRE AGREEMENT

If one of the clauses of the GTC is declared null as a result of a change in legislation, regulations or a court ruling, this shall not in any way affect the validity and enforceability of all other provisions of these General Terms and Conditions of Sale, unless the Customer demonstrates that the cancelled clause was decisive in their purchasing decision.

ARTICLE 10: ENTRY INTO FORCE

These GTC apply from their publication date to any transaction carried out on the Website.

ARTICLE 11: EVIDENCE

Computerised records, stored in Gard&Rock's and its partners' computer systems under reasonable security conditions, may be considered as proof of communications, orders and payments made between the Parties.

ARTICLE 12: STORAGE AND ARCHIVING OF TRANSACTIONS

The archiving of purchase orders and invoices is carried out on a reliable and durable medium so as to constitute a faithful and lasting copy in accordance with Article 1379 of the French Civil Code.

ARTICLE 13. DISPUTES

These GTC and the contractual relations between the Customer and Gard&Rock are governed by French law.

By way of exception, when Gard&Rock directs its activity towards a country outside France, this choice of law may not have the effect of depriving the Customer of the protection afforded by the provisions of their country of residence which cannot be derogated from by agreement under the law and which would have been applicable in the absence of a choice of law. Thus, in the event of a dispute, the User may request the application of the protective provisions of the consumer law of their country of residence if these provisions are more favourable than those provided for by French law.

In accordance with the provisions of the French Consumer Code regarding "the consumer dispute mediation process", after having contacted us and in the absence of a response satisfying you, you have the possibility of resorting free of charge to a consumer mediation procedure with:

CM2C

49 rue de Ponthieu

75008 PARIS

Tel: 01 89 47 00 14

Website: <https://www.cm2c.net/declarer-un-litige.php>

Email: litiges@cm2c.net

Referral to the mediator must imperatively be made within one year from the date of the written claim sent by the Customer to Gard&Rock Customer Service.

For cross-border disputes, the Customer may use free of charge the European Commission's online dispute resolution platform: https://consumer-redress.ec.europa.eu/index_en or contact free of charge the European Consumer Centre of their country of residence: <https://www.europe-consommateurs.eu/en/questions-and-complaints.html>

In the absence of an amicable resolution of the dispute, any litigation concerning the validity, interpretation, performance or termination of these GTC shall be submitted to the competent courts. The Customer may bring proceedings, at their choice, before the French courts or before the courts of the Member State of the European Union in which they were habitually resident at the time the Order was placed.

In the event that certain provisions or articles of these GTC are declared null and void by a competent court, the other provisions of the GTC shall remain in full force and effect.

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