

# **GENERAL TERMS AND CONDITIONS OF SALE ON THE ONLINE SHOP GARDANDROCK.COM**

## **INTRODUCTION**

1.1. These general conditions of sale on the online shop GARD & ROCK (the "Terms") set out the specific terms applicable to the supply of products, including accessories and spare parts, ( "Products") ordered by consumers ( "you") on the online shop GARD & ROCK accessible at [www.gardandrock.com](http://www.gardandrock.com) (the "Online Store") for delivery in the various countries offered. Further information on the Products and the applicable warranty (including the specifications of the Products) can be found on the Product(s) page(s) of the Online Store. Please read these Terms carefully before submitting your order to us. These Terms tell you who we are, how we will supply the Products to you, how you and we can change or cancel an order, what to do if there is a problem and other important information. If you think there is an error in these Terms, please contact us to discuss it.

1.2. The Online Boutique is a website published by Eyes Group Sarl France (operating under the name of GARD&ROCK), 1 Place Mondain Chanlouineau 49100 ANGERS France ("GARD&ROCK", "we", "us" or "our", as the case may be). Eyes Group's VAT number is FR74517688180.

The seller of the Products is GARD&ROCK.

1.3. You can contact our customer service by e-mail. If you have any questions regarding your order on the Online Shop and general enquiries as well as product support, please send us an e-mail at [consumerservice@gardandrock.com](mailto:consumerservice@gardandrock.com).

1.4. We encourage you to read the Terms carefully before ordering Products. By checking the "I Accept" box during the ordering process and submitting the order through the Online Store, you accept and agree to be bound by the Terms. GARD&ROCK reserves the right to change the Terms at any time without notice by posting a new version of the Terms on the Online Store. However, any such modification will have no effect on orders submitted before the modified Terms are posted on the Online Store.

1.5. By accepting the Terms, you certify that you are of legal age and have the capacity to enter into a contract with GARD&ROCK.

1.6. All references to laws indicated in all the articles of this document are in accordance with current French legislation.

## **2. ORDER PRODUCTS**

2.1. The Products are ordered and the contract for the sale of the Products is concluded in accordance with the following process:

2.1.1. After selecting the Products on the Online Shop, follow the order validation process during which you will be guided by a series of instructions. You accept that your order constitutes an offer to purchase, within the framework of the Conditions, the Products listed in your order and that no binding contract exists between you and GARD&ROCK until the order is accepted by GARD&ROCK. Although GARD&ROCK endeavours to supply all Products ordered, please note that GARD&ROCK reserves the right to refuse an order for legitimate reasons, particularly if the Product is unavailable. If a Product ordered is not available, GARD&ROCK will contact you in order to offer to cancel the order or to maintain it in the event that the Product is soon available. If the quantity of Products ordered is not fully available, GARD&ROCK will contact you to offer to cancel the order in its entirety or to maintain it only for the Products that are available. If we are unable to accept your order (in whole or in part), we will notify you in writing and will not charge you for the Product.

2.1.2 When placing an order, you will be asked to provide information about you and your order, such as contact details, delivery address and information relating to the payment method selected (for example, credit card number).

2.1.3 After you have placed your order, you will receive an order acceptance email listing the Products you have ordered. At this point a contract will be concluded between you and us. Please keep your order number and the date of your order for future reference.

2.1.4 Once your order has been processed by GARD&ROCK and your Product is ready for despatch, GARD&ROCK will send you a despatch notice by email.

2.2. We will assign an order number to your order and will provide you with this number when we accept your order. It will be helpful to us if you can provide us with the order number each time you contact us about your order.

2.3. The images of the Products on the Online Shop are for illustrative purposes only. Whilst we have made every effort to display colours accurately, we cannot guarantee that the colour display of a device accurately reflects the colour of the Products. Your Product may vary slightly from these images. The packaging of the Product may differ from that shown in the images in the Online Shop.

2.4. If you wish to make a change to your order after placing it, please contact us. We will let you know if the modification is possible. If so, we will inform you of any change in the price of the Product, the delivery time or any other change that may be required as a result of the requested change and we will ask you to confirm whether you wish to make the change.

### **3. DELIVERY**

3.1. The Products will be delivered to you according to the shipping option you selected during the order process. Delivery will be made by GARD&ROCK's subcontractors (e.g. our transport partners). You hereby agree to receive information on the delivery of the Products directly from these subcontractors. Delivery charges will be indicated to you on the Online Shop during the order process.

3.2. We will deliver the Products to you as soon as reasonably possible and, in any event, within 30 days from the day we have accepted your order. If the Products are not available within these delivery times, GARD&ROCK will inform you of this by means of the contact details provided during the order process and will allow you to cancel the order. If the Products are not available in the quantity ordered, we will notify you in writing and you may choose to receive the quantity available only and cancel the order for the remainder or cancel the entire order.

3.3. Delivery will be made when GARD&ROCK delivers the Products to the address communicated during the order process. If no one is available at the address to take delivery, reasonable steps will be taken to attempt delivery. In order to do so, you acknowledge that you may receive information on the rearrangement of the delivery or collection of the Products directly from our subcontractors (i.e. our transport partners). If you do not rearrange the delivery or remove them from a delivery depot, we will contact you for further instructions and may charge you for storage and any other delivery costs. If, despite our reasonable efforts, we are unable to contact you or to rearrange delivery or collection, we may terminate the contract.

#### **4. PRICES, DELIVERY AND PAYMENT**

4.1. The prices applicable to the Products are indicated on the Online Boutique and confirmed during the order process. All prices on the Online Shop are displayed in Euros, including VAT but excluding delivery and handling charges (which will be added to the price of the Products and detailed before you accept the Terms).

4.2. Although GARD&ROCK endeavours to ensure that all prices displayed on the Online Store are accurate, errors may occur (for example, due to technical reasons such as network failures, transmission errors, etc.). If GARD&ROCK discovers an error in the price of the Products you have ordered, GARD&ROCK will inform you as soon as possible and give you the opportunity to reconfirm your order at the correct price or to cancel it.

4.3. If our delivery of the Products is delayed by an event beyond our control, we will contact you as soon as possible to inform you of this and we will take the necessary measures to minimise the effect of the delay. In this case, we will not be liable for any delay caused by the event, but if there is a risk of a significant delay, you may contact us to terminate the contract and receive a refund for any Products that you have paid for but not received.

4.4. The available means of payment are shown on the Online Shop at the time of payment. Your credit card or PayPal account will be debited and the bank transfer will be made, respectively, upon acceptance of your order. The Products will be shipped once the credit card or PayPal account has been debited or the payment has been received (respectively).

4.5. By placing an order on the Online Shop, you warrant that the payment information provided on your order is valid and correct and that you are authorised to use the chosen method of payment.

4.6. A Product will be under your responsibility from the moment we deliver the Product to the address you have given us, or to a carrier organised by you, or when you collect it from our sub-contractor (i.e. our transport partners).

4.7. You become the owner of a Product as soon as we have received full payment for it.

## **5. INSPECTION, INSTALLATION AND USE**

5.1. Upon receipt of the Product, it is your responsibility to inspect it to check whether it has been damaged in transit or whether it has any apparent defect. Any damage or defect found must be notified to GARD&ROCK without delay at the postal or e-mail address indicated in section 1.3.

5.2. You are responsible for the installation and use of the Products that you have purchased from the Online Shop. For proper advice, always read the instructions on the packaging of the Products and the GARD&ROCK user manual and installation guide.

5.3. Spare parts and accessories that you have purchased from the Online Shop must always be installed and used in accordance with the user manual and installation guide of the Product in/for which you wish to install and use such spare parts/accessories.

## **6. OUR LIABILITY FOR ANY LOSS OR DAMAGE SUFFERED BY YOU**

6.1. GARD&ROCK's total liability in connection with an order is limited to the price you paid for that order. GARD&ROCK shall not be held liable for any indirect or consequential damages. GARD&ROCK cannot be held liable for damages resulting from (a) improper use or handling of the Product, (b) use and/or installation of the Product in combination with appliances/products for which the Product was not designed, or (c) improper installation of the Product. Please note that improper use, installation or maintenance of the Product may result in personal injury and/or property damage.

6.2. The limitations of liability set out in section 8.1 do not apply in cases of gross negligence or wilful misconduct and GARD&ROCK shall in no way limit its liability for personal injury caused by negligence. In addition, nothing in the Terms and Conditions shall in any way limit the rights of consumers under mandatory legal provisions.

6.3. We shall not be liable for commercial losses. We supply the Products only for domestic and private use. If you use the Products for commercial, business or resale purposes, we will not be liable for any loss of profit, loss of business, business interruption or loss of business opportunity.

## **7. PROCESSING OF PERSONAL DATA**

GARD&ROCK operates for the management of the Online Shop for the processing of personal data. To learn more about this processing, you are invited to consult the "Privacy Policy" section.

## **8. RETURNS; CUSTOMER SUPPORT**

If you would like to return one or several items from your order, you have a maximum of 30 days from the date you received your package to request a return.

### **8.1. HOW TO MAKE A RETURN REQUEST?**

- Make the request in the online customer area linked to your order
- Indicate the reason for returning the item(s)

Our customer service department will deal with your request at the earliest opportunity and, when appropriate, will send you a return authorisation form with a corresponding number. You may then send us the item(s) within a maximum 30-day period.

### **8.2. HOW TO SEND THE ITEM(S)?**

- Place the item(s) in a cardboard box
- Add the necessary protective material to ensure that the item(s) are well protected during transportation
- Insert the return form and/or the purchase invoice in the box
- Insert your bank account details including your IBAN so that we can complete the refund
- Send your package to the indicated address using a transporter of your choice

As soon as we have received your package, we will proceed with the verification and the refund of the item(s) providing it/they comply with our returns policy. In all cases, you will receive an email to keep you informed.

### **8.3. WHAT ARE THE CONDITIONS FOR RETURNS?**

We only refund new products that are clean and have never been used because they will be resold. Out of respect for our clients, we must provide them with irreproachable products, as we have done or will do in your case. Once we have received the returned products, they will be carefully checked by our product-quality service. It is therefore important that you respect the conditions indicated below:

Return shipment conditions:

- The item(s) must be correctly packaged and protected
- Any damage incurred during transportation will be the responsibility of the buyer (we invite you to send us photos of the item(s) before they are shipped in order to avoid any litigation with the transporter)
- Transportation is at the expense of the buyer (tracking and confirmation of receipt are recommended)

General conditions:

- New product and accessory(ies), not assembled or used
- Complete product with accessory(ies)
- Products must be unused and undamaged, with no scratches or soiling

- Original packaging with label

Product-specific conditions in addition to the general conditions:

- 428-001 ANCHORING BASE

- The product must not have been embedded in the ground
- The plastic cap must be covering the point
- The screwing bar must be included

- 428-002 BASE FOR STRAIGHT PARASOL

- The 3 clamping rings must be included
- The plastic chain holding the 3 rings must be included

- 428-003 MULTISPORT POSTS KIT

- The 2 posts must be included
- The storage bag must be included with the product label
- The protective foam (x2) must be included
- The original net must be included, having been folded and put in its bag (the bag must not be torn)

- 428-005 SOLAR SPOTLIGHT

- The solar cell must be included
- The base and the embedding post must be included

- 428-007 BASE FOR SIDE-POLE UMBRELLA

- The small metal items must be placed in the plastic sachet
- The label must be in its original place

- 428-011 SHADE SAIL POLE

- The storage bag and product label must be included
- The protective mousse (x3) must be included, unturned

- 428-014 HAMMOCK POST

- The storage bag and product label must be included
- The protective mousse (x3) must be included, unturned

- 428-600-xxx SHADE SAIL

- The packaging bag and product label must be included
- The shade sail must be folded as it was originally

#### 8.4. Refund conditions:

- Returned products that do not comply with the general and product-specific conditions will not be fully refunded

- Only the price of the product will be refunded and at the initial price of purchase
- Return shipping costs will not be refunded

8.5. Pour toute question générale concernant l'utilisation, l'entretien ou les services liés au Produit, veuillez-vous référer au manuel d'utilisation ou aux informations disponibles sur la Boutique en ligne.

## **9. MISCELLANEOUS**

9.1. GARD&ROCK may subcontract and/or transfer its rights and obligations under the Conditions without your permission and without prior notice to you (in the event of a transfer of your rights, GARD&ROCK will inform you in writing), without however affecting your rights or GARD&ROCK's obligations under the Conditions.

9.2 GARD&ROCK may from time to time organise campaigns, sales promotions or offer other benefits ("Promotions") in connection with the Products offered on the Online Store. The validity and conditions applicable to the Promotions will, where applicable, be defined in additional conditions and/or documents to which you will have access. Unless otherwise specified in these additional documents, the Conditions shall govern the sale of Products ordered as part of a Promotion.

9.3. We intend to rely on the Terms and on your order. If you require any changes, please ensure that you request them in writing. This may help to avoid any problems regarding what you expect from us and what we expect from you. If any provision of the Terms is declared, in whole or in part, to be void, invalid, unenforceable or illegal, the other provisions and the other rights and obligations arising from the Terms will remain unaffected and in full force and effect.

## **10. APPLICABLE LAW; SETTLEMENT OF DISPUTES**

The Conditions are governed by French law, subject to the application of the mandatory national rules of the country of habitual residence of the consumer. You may take legal action concerning the products before the French courts.

You may also have recourse to a consumer mediator, under the conditions defined in articles L.616-1 et seq. of the French Consumer Code and according to the system accessible at [www.economie.gouv.fr/mediation-conso](http://www.economie.gouv.fr/mediation-conso).

You can also access the online dispute resolution platform set up by the European Commission at <https://webgate.ec.europa.eu/odr/>.