

RE-UZ FRANCE SAS, a simplified joint stock company with a capital of 30,000 Euros, having its registered office at Chemin du Mas Plaisant, 66160 Le Boulou, registered with the R.C.S. of Perpignan under number 530 045 772

Hereinafter referred to as "RE-UZ

General Terms and Conditions of Sale and Rental

Version of 1 September 2023

ARTICLE 1 - PURPOSE AND SCOPE

The websites "www.reuz.com", "www.ecocup.com", including any variations of these domain names (the "Site(s)"), as well as their content, are the property of RE-UZ.

The purpose of these general terms and conditions of sale and rental (the "General Terms and Conditions") is to define the terms and conditions under which RE-UZ supplies the products (the "Product(s)") and services (the "Service(s)") it sells to customers who request them, by any means (the "Customer(s)").

They apply to any consultation and/or use of the Site by the Customer, as well as to any order of Products, and take precedence over any clauses that may appear in the Customer's documents, and in particular the Customer's general terms and conditions of purchase.

Consequently, any consultation of the Site, use of the Site and any order of Products implies, on the part of the Customer, acceptance of these General Terms and Conditions. However, and in accordance with the regulations in force, RE-UZ reserves the right to derogate from certain clauses of these General Terms and Conditions, depending on the negotiations conducted with the Customer, by drawing up special terms and conditions.

The fact that RE-UZ does not take advantage, at a given time, of any of the provisions of these General Terms and Conditions may not be interpreted as a waiver, even tacit, to take advantage of them at a later date.

RE-UZ reserves the right to adapt or modify these General Terms and Conditions at any time. In the event of modification, the Customer is subject to the General Terms and Conditions in force on the day the order is placed.

ARTICLE 2 - DESCRIPTION OF SERVICES AND PRODUCTS

2.1 The services

The Services provided by RE-UZ are detailed and defined in the quote communicated to the Client and/or in subsequent special conditions agreed between RE-UZ and the Client.

2.2. The products

The Products offered by RE-UZ comply with current French legislation.

Products intended to come into contact with foodstuffs are made exclusively from substances authorised by current regulations on materials in contact with food.

Prior to any order or use, it is the Customer's responsibility to refer to the information relating to the Products, which may appear on the Site, to find out about their characteristics with regard to the intended use of the said Product.

The descriptions, information, photographs and illustrations relating to the Products and appearing on the Site and/or transmitted by RE-UZ by any means, are not exhaustive and are provided for information purposes only.

RE-UZ reserves the right to modify at any time the list and characteristics of the Products presented on its Site and on any other document.

The Products offered are subject to availability.

2.3. Customised Products

RE-UZ offers to personalise some of its Products by allowing the Customer to add a visual of his/her choice, consisting in particular of a colour, a motif, a drawing, a text, a photo or any other visual of the Customer's choice (the "Visual(s)").

The Customer may either directly add the Visual of his/her choice via the dedicated personalisation tool available on the Site or transmit the graphic elements required to create the Visual when placing the order so that one of the members of the RE-UZ team can make a proposal; an additional fee will be charged to the Customer in the latter case.

The preparation of the Visuals will be invoiced on the basis of the rate in force on the day of the order.

The Customer remains solely responsible for the Visual that it offers, exploits, adds or uses on the Products in any way whatsoever. In this respect, the Customer acknowledges that RE-UZ can under no circumstances guarantee the legality, quality or conformity of the Visual.

Certain colours and/or Visuals are not recommended by RE-UZ. In the event that the Client wishes to obtain these colours and/or Visuals without taking into account RE-UZ's recommendations, RE-UZ accepts no responsibility whatsoever in the event that the final result of the Product does not meet the Client's expectations.

Any complaint relating to the Visual must imperatively be sent to RE-UZ in accordance with Article 10.2 "Complaints and Returns" of these General Terms and Conditions and subject to attaching any photo or documentary evidence demonstrating the reality of the complaint.

The Customer authorises RE-UZ to use the Visuals of the finished Product in particular for the purpose of promoting the personalised Products to the public, on any communication medium whatsoever, at RE-UZ's discretion.

ARTICLE 3 - ORDERING AND CANCELLING AN ORDER

3.1 Orders and quotations

Orders only become definitive if they have been explicitly confirmed in writing by RE-UZ.

RE-UZ reserves the right, at its sole discretion, to refuse any order deemed inappropriate.

RE-UZ's offers and quotations are only valid for a maximum period of one (1) month from the date they are sent.

Orders or quotations confirmed and accepted by RE-UZ and the Customer, and in the absence of any other subsequent agreement, constitute the special conditions that modify or supplement these General Terms and Conditions.

3.2. Cancellation of the order

Any modification or cancellation of an order requested by the Customer can only be taken into consideration if it is received by RE-UZ in writing - by post ("RE-UZ FRANCE SAS, Chemin du Mas Plaisant, 66160 Le Boulou") or by e-mail ("sav@reuz.com") - before the Products are dispatched and will only be effective after RE-UZ's written agreement.

If RE-UZ accepts the modification or cancellation of the order, any advance payments made will be definitively acquired by RE-UZ and, in addition, RE-UZ reserves the right to invoice the Customer for all Products completed and/or in the course of manufacture on the date indicated in the written agreement drawn up by RE-UZ.

For any request to return a Product that has been delivered and received, the Customer is invited to consult article 10 "Right of withdrawal and return" of these General Terms and Conditions.

ARTICLE 4 - PRICES AND LATE OR NON-PAYMENT

Prices are net and exclusive of VAT and are set by the price list in force on the day the order is placed.

Payment terms and deadlines will be communicated to the Customer when the order form or quotation is confirmed and signed.

No discount will be granted for early payment.

Late payment of an invoice on the due date will automatically, and without prior notice, result in the application of late payment penalties equal to the refinancing rate of the European Central Bank plus 10 points, in accordance with article L.441-10 of the French Commercial Code.

In addition, late payment will result in the invoicing of a fixed indemnity of 40 euros to cover collection costs, in addition to the late payment penalties described above.

In the event of non-compliance with the terms of payment, RE-UZ may consider the order and/or the contract terminated. RE-UZ may demand the return of the Products sold, without prejudice to any other damages. The cancellation may affect, at RE-UZ's discretion, not only the order in question, but also previous and/or subsequent unpaid orders, whether delivered/executed or in the process of being delivered/executed, and whether or not payment is due.

Where payment is by instalments, non-payment of a single instalment will result in the entire debt becoming immediately due and payable, without prior formal notice.

Any partial payment will be applied first to the sums that are due the earliest.

Under no circumstances may payments be suspended or offset in any way without the prior written agreement of RE-UZ.

ARTICLE 5 - RETENTION OF TITLE

RE-UZ reserves, until full payment of the price by the Customer, a right of ownership over the Products, allowing it to repossess said Products.

ARTICLE 6 - DEADLINES AND DELIVERY

Delivery times are given as an indication for each order and constitute for RE-UZ an obligation of means. Delays in delivery do not entail cancellation or modification of the contract. They may not give rise to damages or penalties.

Deliveries are only made subject to availability and in the order in which orders are received. The Customer authorises RE-UZ to make full or partial deliveries.

The Products are received by the carrier when they are handed over to the Customer, or his authorised representative, at the address indicated by the Customer. Upon receipt of the Products by the Customer, the latter undertakes, without delay :

- (i) to check that the number of parcels received corresponds to that shown on the delivery note and ;
- (ii) to carry out diligently the examinations reasonably necessary to check the general condition of these packages.

Any partial losses, damage or deterioration affecting the contents of the packages, and which are noted during these checks, shall be the subject of express reservations by the Customer in the transport note and shall also be notified by the Customer in a clear and detailed manner to the carrier by registered letter within three (3) days of receipt of the Products, with a copy sent to RE-UZ at the following e-mail address "sav@reuz.com".

After this period, the Customer will no longer be entitled to claim partial loss, damage or deterioration of the Products delivered.

ARTICLE 7 - PRODUCT RENTAL

RE-UZ offers a system for renting Products which is governed in particular by the provisions of article 7 listed below.

7.1. Provision of Products

The rental takes effect on the day the Products are handed over to the Customer.

When the Products are handed over to the Customer, the risk is transferred to the Customer, who assumes physical and legal custody of them.

Throughout the period during which the Products are made available, the Customer is solely responsible for the use of the Products and undertakes to preserve them and to take the necessary precautions to avoid any damage to which they may be exposed. The Customer undertakes to use the Products in accordance with their intended purpose.

The Customer will be solely responsible for all risks of deterioration, loss, theft, partial or total destruction of the Products, for as long as they remain in his custody, whatever the cause of the damage.

The rental and the physical and legal custody end on the day the Products are returned by the Customer. Any delays in the agreed return date, for whatever reason, do not release the Customer from its liability as described in this article.

The Customer, or a third party designated by the Customer, must be present when the Products are handed over and returned.

7.2. Ownership of Products

The Products remain the exclusive property of RE-UZ for as long as the Products are made available.

As RE-UZ is the sole owner, no inscription, logo or other sign on the Products may be removed or modified by the Customer without RE-UZ's authorisation.

The Customer undertakes to ensure that RE-UZ's right of ownership of these Products is respected at all times and by all means. Except with RE-UZ's prior written authorisation, the Customer undertakes not to exchange all or part of the Products or to sublet them, and also undertakes not to encumber them with a pledge, lien or any other security or guarantee right whatsoever, for the entire duration of the provision and until the Products are returned. The Customer also undertakes to inform any third party that the Products made available are the exclusive property of RE-UZ.

The Customer may not transfer to a third party the benefit of all or part of the rights and obligations incumbent upon it.

7.3. Return of Products and Invoicing

The Customer undertakes to return the Products only in the packaging provided by RE-UZ and in the condition in which the Customer received them. The Customer also undertakes to return the collectors deposited with RE-UZ.

The Products returned by the Customer will only be those hired for the event and/or venue predefined in the order form, quotation or special conditions. Under no circumstances may the Customer return products belonging to a competitor, another organisation, another event or any other product which will, in any event, be excluded from the number of Products returned.

If the Products are not presented at the time of the agreed pick-up or if the carrier refuses to pick them up because of defective packaging, and this justifies a new trip by a carrier, the costs generated by the new pick-up will be borne by the Customer, plus the costs of immobilising the lorry at the time set for the impeded pick-up.

In any event, any Product not returned, damaged or returned unfit for use, will give rise to administrative costs and, where applicable, additional washing costs to be borne by the Customer.

Upon return of the Products, the Client shall provide RE-UZ with a statement of the Products returned. RE-UZ will then carry out its own count, comparing it with the Client's count, and will carry out a qualitative examination of the Products on its premises.

RE-UZ's statement will be communicated to the Customer and will serve as the basis for invoices issued by RE-UZ.

If the Customer does not contest the calculation made by RE-UZ within a reasonable period of time, which may not exceed forty-eight (48) hours, only RE-UZ's calculation will be deemed authentic and the corresponding invoice will be deemed accepted by the Customer.

In the event of disputes within the time limits, it is the Client's responsibility to provide RE-UZ with any supporting documents and in particular to justify any discrepancies.

The price at which the Products are made available and the terms of payment shall be specified in the order form or quotation accepted by the Customer and/or in the special conditions agreed between RE-UZ and the Customer.

ARTICLE 8 - LIABILITY AND LEGAL GUARANTEES

Unless expressly stated otherwise in the contract, the obligations assumed by RE-UZ are always obligations of means.

RE-UZ shall not be held liable for defects and deterioration caused by natural wear and tear, by storage that is unsuitable and/or does not comply with RE-UZ's instructions, by use that does not comply with RE-UZ's instructions, by an external accident, or by a modification of the Product that was not foreseen or of which RE-UZ was not informed and which RE-UZ did not accept beforehand.

The Customer is solely responsible for the use of the Products ordered and RE-UZ cannot be held liable in any way in this respect.

In the context of its relations with Professional Customers, RE-UZ may not be held liable for indirect and/or immaterial damage, including in particular, but without this list being exhaustive, any financial or commercial loss, loss of customers, operating losses, loss of profit, loss of opportunity, damage to brand image.

In addition, and still concerning its professional Customers, the possible liability of RE-UZ, whatever the cause and whatever the nature and amount of the loss suffered, shall be limited to an amount equivalent to the price stipulated in the order concerned, without being able to exceed € 20,000.00.

The Customer, who qualifies as a consumer under the French Consumer Code, also benefits from the guarantee against hidden defects (article 1641 et seq. of the French Civil Code) and the legal guarantee of conformity (article L.217-3 et seq. of the French Consumer Code).

Customers who make use of the legal guarantee of conformity for any lack of conformity that exists at the time of delivery of the Product, and within a period of two years following its delivery, will then have the choice between repairing or replacing the Product, subject to the cost conditions set out in article L.217-9 of the French Consumer Code. The Customer is exempted from having to prove the existence of the Product's lack of conformity during the twenty-four (24) months following delivery of the Product.

When the Customer invokes the guarantee against latent defects, he may choose between a reduction in the price or rescission of the contract.

For any of the above warranty claims, the parcel must be accompanied by a copy of the invoice and a letter explaining the problem.

ARTICLE 9 - INTELLECTUAL PROPERTY AND CONFIDENTIALITY

9.1. Intellectual property of the Visuals

RE-UZ declines all responsibility for the intellectual/industrial property of the Visuals it reproduces on behalf of the Client. With or without indication, it is the Client's responsibility to carry out the necessary anteriority searches and to ensure that the Visuals are not similar to those already in existence.

In general, the Client guarantees that it has all rights to use all elements transmitted to RE-UZ. The Client is responsible for the content of the Visuals transmitted to RE-UZ, which may not be held liable, in particular, in the event of infringement.

Consequently, any direct and/or indirect damage suffered by RE-UZ as a result of the Client's failure to respect the intellectual/industrial property rights belonging to a third party must be fully borne and made good by the Client.

RE-UZ also reserves the right to refuse, at its discretion, any order for personalised Products containing Visuals deemed inappropriate, unethical or illegal.

9.2. Intellectual property of the Site and its content

The Site and its content are the exclusive property of RE-UZ or third parties licensed by RE-UZ.

The trademarks and other distinctive signs appearing on the Site, on the Products or any document supplied by RE-UZ are the exclusive property of RE-UZ or its group companies. The Client undertakes not to use, reproduce or distribute the content of the Site and/or the aforementioned trademarks and other distinctive signs in any way whatsoever, without the prior written authorisation of RE-UZ and, where applicable, taking the initiative to mention that they are the exclusive property of RE-UZ or its affiliated companies.

9.3. Intellectual property and confidentiality of documents transmitted

RE-UZ retains ownership of the studies, projects, plans, prototypes, models and all documents provided to the Customer. The sale of Products does not entail any transfer of intellectual/industrial property, know-how or technology of any kind to the Customer. Any financial proposal, technical application study, plan, model and/or any other document provided by RE-UZ to the Client is strictly confidential. They may not be copied, patented, protected by any other intellectual/industrial property right or disclosed to a third party, directly or indirectly. RE-UZ may also demand their return and/or destruction at any time.

ARTICLE 10 - RIGHT OF WITHDRAWAL AND RETURN

10.1. Right of withdrawal

With the exception of personalised Products, Customers who meet the definition of consumer in the French Consumer Code benefit from a right of withdrawal in accordance with article L.221-18 of the French Consumer Code.

The Customer has a withdrawal period of fourteen (14) days from either (i) the conclusion of the contract for the Services or (ii) receipt of the Product by the Customer, or a third party designated by the Customer other than the carrier. This period runs from receipt of the last Product in the case of an order for several Products delivered separately.

If the Customer wishes to exercise their right of withdrawal, they must notify RE-UZ of their decision by means of an unambiguous statement by post ("RE-UZ FRANCE SAS, Chemin du Mas Plaisant, 66160 Le Boulou") or by e-mail ("sav@reuz.com").

The Customer may use the withdrawal form appended to these General Terms and Conditions.

RE-UZ will only accept the return of Products in execution of the Customer's right of withdrawal if the Products are returned as a whole, in their original packaging and in perfect condition. Products that have been damaged or whose packaging has been damaged cannot be returned.

The Customer shall bear the direct costs of returning the Products.

In the case of personalised Products, Customers are informed that they have no right of withdrawal in accordance with article L.221-28 3° of the French Consumer Code.

However, if you wish to return a Product, please refer to point 11.2 "Complaints and returns" below.

10.2. Complaints and returns

Apart from the provisions relating to the carrier (article 6 "Delivery times and delivery") and the provisions relating to the right of withdrawal, RE-UZ offers the Customer the possibility of returning a Product within thirty (30) days of receipt and under the conditions listed below.

For any complaint relating to the Products, the Customer is invited to contact RE-UZ at the following e-mail address "sav@reuz.com" within thirty (30) days of receipt of the Products by the Customer.

It is the Client's responsibility to provide all proof of the reality of the complaint sent to RE-UZ and to allow RE-UZ every facility to check and remedy the complaint.

Any return must be the subject of a formal agreement between RE-UZ and the Customer. Any Product returned without this prior agreement will be held at the Customer's disposal and will not give rise to a replacement or refund.

When RE-UZ accepts returns of Products, these will only be taken into account if they are in good condition, unused and after verification and acceptance by RE-UZ of the reason for the return. Costs and risks are always borne by the Customer.

After verification of the quality and quantity of the Products returned, any accepted return will lead, at RE-UZ's discretion, to a free replacement of the Products or to the creation of a refund and a partial or full credit note for the benefit of the Customer.

Once this period of thirty (30) days has elapsed, the Customer will be deemed to have accepted the Products delivered as is and RE-UZ reserves the right to refuse any claim, apart from the legal guarantees from which the consumer Customer benefits in accordance with article 8 "Liability and Legal Guarantees" of these General Terms and Conditions.

ARTICLE 11 - FORCE MAJEURE

The Client may not require RE-UZ to perform the service ordered in the event of force majeure and RE-UZ may not be held liable if non-performance, late performance or partial performance are due to force majeure.

Events beyond the control of the Parties, which they could not reasonably be expected to foresee, and which they could not reasonably avoid or overcome, shall be deemed to be force majeure or fortuitous events, insofar as their occurrence renders the performance of the obligations impossible.

The following in particular are considered to be cases of force majeure or fortuitous events, releasing RE-UZ from its obligations: strikes by all or part of RE-UZ's staff or its usual transporters, fire, flood, war, production stoppages due to unforeseen breakdowns, the impossibility of being supplied with raw materials, epidemics, roadblocks, strikes or disruptions in the supply of water or electricity, or disruptions in supply for reasons not attributable to RE-UZ, as well as any other cause of disruptions in supply attributable to RE-UZ's suppliers.

In such circumstances, RE-UZ shall notify the Customer in writing, and in particular by e-mail using the contact details provided by the Customer when placing the order, of the occurrence of this case of force majeure. The order and/or the contract between RE-UZ and the Client will then be automatically suspended without compensation, from the date of occurrence of the event.

If the event preventing delivery of the Product or provision of the Service lasts for more than thirty (30) days from the date of its occurrence, the contract and/or order may be terminated by the most diligent Party, without either Party being entitled to claim damages. This termination will take effect on the date of first presentation of the registered letter with acknowledgement of receipt denouncing the said contract or the said order.

ARTICLE 12 - APPLICABLE LAW AND JURISDICTION

These General Terms and Conditions, as well as any special terms and conditions between the Parties, are governed by French law.

In case of differences between versions of the General Terms and Conditions or interpretation problems, the French version prevails.

In the event of a dispute arising between RE-UZ and a consumer Customer, the latter may have recourse to the consumer mediation procedure under the conditions set out in Title I of Book VI of the Consumer Code.

Any dispute arising between RE-UZ and the Customer, which cannot be settled amicably, shall be subject to the exclusive jurisdiction of the Courts of Perpignan.

ARTICLE 13 - AUTONOMY OF PROVISIONS

The possible illegality or invalidity of an article, paragraph or provision (or part of an article, paragraph or provision) shall not affect in any way the legality or validity of the other articles, paragraphs or provisions of these General Terms and Conditions, nor the remainder of that article, paragraph or provision.

In such a case, the Parties shall replace the illegal or invalid article, paragraph or provision, or part thereof, with a legal and valid article, paragraph or provision having, as far as possible, legal and/or economic effects similar to those initially intended by the Parties when concluding the contract.

ARTICLE 14 - PROTECTION OF PERSONAL DATA

RE-UZ undertakes to comply with all applicable laws and regulations on the protection of personal data and in particular with Regulation (EU) 2016/679 of 27 April 2016 (the "GDPR").

RE-UZ invites the Customer to refer to the "Protection of privacy" tab, available on the Sites, in order to obtain all information relating to the protection of personal data.

APPENDIX

WITHDRAWAL FORM

(Please complete and return this form only if you wish to exercise your right of withdrawal to the following postal address: " RE-UZ FRANCE SAS, Chemin du Mas Plaisant, 66160 Le Boulou " or to the following e-mail address: " sav@reuz.com ")

For the attention of RE-UZ FRANCE SAS

I hereby notify you of my withdrawal from the order/contract(*) for the sale of the product/service(*) below

.....

- Order number.....

- Ordered on/received on (*)......

- Your name.....

- Your postal address.....

.....

- Your e-mail address.....

- Date.....

Signature

(only in the case of notification of this form on paper)

.....

(*) Delete as appropriate