

**SARL ECO CUP DISTRIBUTION, a limited liability company with a capital of 150,000 Euros, whose registered office is located at Chemin du Mas Plaisant, 66160 Le Boulou, registered with the R.C.S. of Perpignan under number 509 100 392**

**Hereinafter "ECO CUP"**

---

## **General Terms and Conditions of Sale**

Version of 30/08/2021

### **ARTICLE 1 - PURPOSE AND SCOPE**

The websites " www.reuz.com ", " www.ecocup.com ", including all variations of these domain names (the " Site(s) "), as well as their content are the property of ECO CUP.

The purpose of the present general conditions of sale (the "General Conditions") is to define the conditions under which ECO CUP supplies the products (the "Products") and services (the "Services") that it trades in to customers who request it, 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 prevail over the clauses that may appear on the Customer's documents, and in particular its general terms of purchase.

Consequently, any consultation of the Site, use of the Site and any order for Products implies, on the part of the Client, acceptance of these General Conditions. However, and in accordance with the regulations in force, ECO CUP reserves the right to derogate from certain clauses of these General Conditions, depending on the negotiations conducted with the Client, by establishing special conditions.

The fact that ECO CUP does not avail itself, at a given moment, of any of the provisions of these General Conditions cannot be interpreted as a waiver, even tacit, to avail itself of them at a later date.

ECO CUP reserves the right to adapt or modify these General Conditions at any time. In case of modification, the Client is subject to the General Conditions in force on the day the order was placed.

### **ARTICLE 2 - DESCRIPTION OF SERVICES AND PRODUCTS**

#### ***2.1 The Services***

The Services provided by ECO CUP are detailed and restrictively defined in the quotation communicated to the Client and/or in the particular conditions agreed between ECO CUP and the Client.

#### ***2.2. The products***

The Products offered by ECO CUP comply with current French legislation.

Products intended to be in contact with foodstuffs are made from a material consisting exclusively of substances authorised by the regulations in force concerning 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, in order to know the characteristics of the Product with regard to its intended use.

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

ECO CUP 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 offer of Products is understood to be within the limits of available stocks.

#### ***2.3. Customized products***

ECO CUP offers to personalise some of its Products by allowing the Client to affix a visual consisting in particular of a colour, a motif, a drawing, a text, a photo or any other visual of the Client's choice (the "Visual(s)").

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

Before the final printing of the personalised Products ordered, a proof of print will be submitted to the Customer for acceptance.

The print order allows the Client to check the desired Visual before any final printing. The acceptance of this proof releases ECO CUP from any responsibility as to a possible error in the Visual desired by the Client.

The delivery time will be fixed, as an indication, only after ECO CUP has received the print order accepted by the Client. Certain colours and/or visuals are not recommended by ECO CUP. In the event that the Client wishes to obtain these colours and/or visuals, without taking into account ECO CUP's recommendations, ECO CUP disclaims any responsibility whatsoever in the event that the final rendering of the Product does not meet the Client's expectations.

The Client authorises ECO CUP to use the Visuals of the finished Product in particular for the purpose of promoting the personalised Products to the public, and this on any communication medium that ECO CUP may choose.

### **ARTICLE 3 - CONTENT OF THE SITE**

ECO CUP undertakes to make its best efforts to secure access to and use of the Site and endeavours to provide content on the Site that is as accurate as possible.

The Client is informed that ECO CUP may have to temporarily interrupt access to the Site for technical reasons, particularly for technical maintenance. The Client accepts these interruptions and waives any claim in this respect.

ECO CUP does not endorse or accredit any third party website whatsoever, and ECO CUP shall not be held liable in any way in connection with any of them.

ECO CUP cannot be held responsible for indirect and/or immaterial damage, including but not limited to any financial or commercial loss, loss of customers, operating losses, loss of profit, loss of opportunity, which may result from consulting the Site, from using the Site and its content.

The Client undertakes to consult and use the Site for the sole purpose of preparing, evaluating and/or ordering Products supplied by ECO CUP and to do so in accordance with public order, good morals and the rights of third parties.

The Client undertakes not to commit any act that could jeopardise the computer security of ECO CUP or other Clients. The Client also undertakes not to interfere with or interrupt the normal operation of the Site.

The Customer is responsible for implementing sufficient procedures and virus controls to meet the specific requirements for ensuring the protection and security of data input/output.

### **ARTICLE 4 - ORDER AND CANCELLATION OF ORDER**

#### ***4.1. Order and quotation***

Orders and invitations to tender must be accompanied by specifications drawn up by the Client.

Orders are only binding if they have been explicitly confirmed in writing by ECO CUP.

ECO CUP reserves the right, at its sole discretion, to refuse any order deemed inappropriate.

When an estimate is drawn up by ECO CUP, and in the absence of any other subsequent agreement, it constitutes the special conditions that modify or complete the present General Conditions. ECO CUP's offers and quotations are only valid for a maximum period of one (1) month from the date they are sent.

#### ***4.2. Cancellation of the order***

Any modification or cancellation of an order requested by the Client can only be taken into consideration if it is received by ECO CUP in writing - by post ("ECO CUP DISTRIBUTION SARL, 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 obtaining ECO CUP's written agreement.

If ECO CUP accepts the modification or cancellation of the order, any advance payments made will be definitively acquired by ECO CUP and, furthermore, ECO CUP reserves the right to invoice the Client for all the Products completed and/or in the process of being manufactured on the date indicated in the written agreement established by ECO CUP.

For any request to return a delivered and received Product, the Customer is invited to consult Article 11 "Right of withdrawal and return" of these General Conditions.

### **ARTICLE 5 - DEADLINES AND DELIVERY**

Delivery times are given as an indication for each order and constitute for ECO CUP an obligation of means. Delays in delivery do not lead to the cancellation or modification of the contract. They cannot give rise to damages or penalties.

Deliveries are only made according to availability and in the order of arrival of orders. The Client authorises ECO CUP to make deliveries in whole or in part.

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

- (i) to check that the number of packages received corresponds to the number on the delivery note and ;
- (ii) to carry out such examinations as may be reasonably necessary to verify the general condition of the packages.

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

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

#### **ARTICLE 6 - RETENTION OF TITLE**

**ECOCUP reserves the right to repossess the Products until the price has been paid in full by the Client.**

#### **ARTICLE 7 - RENTAL OF PRODUCTS**

ECOCUP offers a system for renting Products that is governed in particular by the provisions of article 7 listed below.

##### ***7.1. Provision of the 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 the material and legal custody of the Products.

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

The rental and the material and legal custody end on the day of return of the Products by the Customer, in accordance with point 7.3 "Return of the Products and Invoicing".

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

##### ***7.2. Ownership of the Products***

The Products remain the exclusive property of ECOCUP for the entire duration of the provision of the Products.

As ECOCUP is the sole owner, no inscription, logo or other sign on the Products may be removed or modified by the Client without ECOCUP's authorization.

The Client undertakes to ensure that ECOCUP's right of ownership over these Products is respected at all times and by all means. Unless ECOCUP has given its prior written consent, the Client is prohibited, during the entire period of provision and until the return of the Products, from exchanging all or part of these Products, from subletting them and is also prohibited from encumbering them with a pledge, lien or any other security or guarantee right. The Client also undertakes to inform any third party that the Products made available are the exclusive property of ECOCUP.

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

##### ***7.3. Return of Products and Invoicing***

The Client undertakes to return the Products only in the packaging provided by ECOCUP and in the condition in which the Client received them. The Customer also undertakes to return the collectors that have been deposited.

The Products returned by the Client will only be those bearing the ECOCUP logo and rented for the event and/or the location predefined in the quote or the special conditions. Under no circumstances may the Client 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.

In the event that the Products are not presented at the time of the agreed pick-up or in the event that the carrier refuses to pick them up due to defective packaging, and justifying a new trip by a carrier, the costs generated by the new pick-up will be borne by the Customer, to which will be added the costs of immobilizing the truck at the time set for the impeded pick-up.

In any case, any Product not returned, damaged or returned unfit for use, will give rise to administrative costs and, if necessary, additional washing costs to be paid by the Customer.

Upon return of the Products, the Client will provide ECO CUP with a statement of the Products returned. ECO CUP will then carry out its own count, comparing it with the Customer's count, and will carry out a qualitative examination of the Products in its premises.

ECO CUP's account will be communicated to the Client and will serve as the basis for the invoices issued by ECO CUP.

In the absence of a dispute by the Client of the account made by ECO CUP, within a reasonable period of time not exceeding forty-eight (48) hours, only the account of ECO CUP will be considered as authentic and the corresponding invoice will be deemed accepted by the Client.

In the event of disputes within the time limits, it is up to the Client to provide ECO CUP with all supporting documents and in particular to justify any discrepancies.

The price of the provision of the Products as well as the terms of payment will be specified in the quotation accepted by the Client and/or in special conditions agreed between ECO CUP and the Client.

#### **ARTICLE 8 - LATE OR NON-PAYMENT**

Failure to pay an invoice in full when due will automatically, without prior notice, result in the awarding to ECO CUP of damages assessed at a flat rate of 10% of the unpaid amount inclusive of tax, with a minimum of €50.00, without prejudice to ECO CUP's right to claim higher damages if it is shown that the loss actually suffered exceeds the flat rate assessed.

Any invoice not paid in full by its due date shall also automatically generate conventional interest on arrears at the rate of 1% per month. This interest shall run from the due date until payment.

Furthermore, in case of non-payment or, in general, in case of non-compliance by the Client with any of its obligations, 48 hours after a formal notice has remained unsuccessful, ECO CUP may consider the order and/or the contract cancelled. ECO CUP may demand the return of the Products sold, without prejudice to any other damages. The cancellation may affect, at ECO CUP's discretion, not only the order in question, but also the previous and/or subsequent unpaid orders, whether delivered/executed or in the process of being delivered/executed, and whether or not payment is due.

When payment is made in instalments, non-payment of a single instalment shall result in the immediate payment of the entire debt, without prior notice.

The Client will have to bear all the costs incurred in the recovery of the sums due, including the costs of execution by a bailiff. Under no circumstances may payments be suspended or be the subject of any compensation without the prior written agreement of ECO CUP. Any partial payment will be charged first to the sums that are due the earliest.

#### **ARTICLE 9 - LIABILITY AND LEGAL GUARANTEES**

In the absence of any express specification to the contrary in the contract, the obligations assumed by ECO CUP are always obligations of means.

ECO CUP cannot be held responsible for defects and deterioration caused by natural wear and tear, by improper storage and/or storage not in accordance with ECO CUP's instructions, by use not in accordance with ECO CUP's instructions, by an external accident, or by a modification of the Product that was not foreseen or of which ECO CUP was not informed and which ECO CUP did not accept beforehand.

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

In the context of its relations with professional Clients, ECO CUP cannot be held responsible for indirect and/or immaterial damage, including in particular, but without this list being exhaustive, any financial or commercial loss, loss of clientele, operating losses, loss of profit, loss of opportunity, damage to brand image.

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

The Customer, meeting the notion of consumer of the Consumer Code, also benefits from the guarantee of hidden defects (Article 1641 and following of the Civil Code) and the legal guarantee of conformity (Article L. 217-4 and following of the Consumer Code). The Customer who makes 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 provided for in Article L.217-9 of the Consumer Code. The Customer is exempted from proving the existence of the Product's lack of conformity during the twenty-four (24) months following the delivery of the Product. When the Customer makes use of the guarantee for hidden defects, he can choose between a reduction in price or the cancellation of the contract.

For any of the above-mentioned warranty claims, the package must be accompanied by a copy of the invoice and an explanatory letter specifying the problem.

## **ARTICLE 10 - INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

### ***10.1. Intellectual property of the Visuals***

ECOCUP declines all responsibility for the intellectual/industrial property of the Visuals that it reproduces on behalf of the Client. With or without indication, it is up to the Client to make the useful anteriority research and to make sure that the Visuals do not have any similarity with those already existing.

In general, the Client guarantees that it has all the rights to use all the elements transmitted to ECOCUP. The Client is responsible for the content of the Visuals transmitted to ECOCUP which cannot be held responsible, in particular, in the event of counterfeiting. Consequently, all direct and/or indirect damages that ECOCUP would suffer due to the non-respect by the Client of the intellectual/industrial property rights belonging to a third party, will have to be fully supported and compensated by the Client. ECOCUP also reserves the right to refuse, at its discretion, any order of personalized Products containing Visuals deemed inappropriate, unethical or illegal.

### ***10.2. Intellectual property of the Site and the content of the Site***

The Site and its contents are the exclusive property of ECOCUP or of third parties from whom ECOCUP has a licence to operate. The trademarks and other distinctive signs appearing on the Site, on the Products or any document supplied by ECOCUP are the exclusive property of ECOCUP or the companies in its group. The Client undertakes not to use, reproduce or disseminate the content of the Site and/or the aforementioned trademarks and other distinctive signs in any way whatsoever, except with the prior written authorisation of ECOCUP and, where applicable, by taking the initiative to mention that they are the exclusive property of ECOCUP or its related companies.

### ***10.3 Intellectual property and confidentiality of transmitted documents***

ECOCUP retains ownership of the studies, projects, plans, prototypes, models and all documents that are given to the Client. The sale of Products does not entail any transfer of intellectual/industrial property, know-how or technology of any kind to the Client. Any financial proposal, technical application study, plan, model and/or any other document given by ECOCUP 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. ECOCUP may also demand their return and/or destruction at any time.

## **ARTICLE 11 - RIGHT OF WITHDRAWAL AND RETURN**

### ***11.1. Right of withdrawal***

**Apart from personalised Products**, the Customer who meets the definition of consumer in the Consumer Code has a right of withdrawal in accordance with Article L.221-18 of the 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) the receipt of the Product by the Customer, or a third party designated by the Customer other than the carrier. This period runs from the receipt of the last Product in the case of an order of several Products delivered separately.

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

The Customer can use the withdrawal form located in the appendix to these General Conditions.

ECOCUP will only accept the return of Products in execution of the Client'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.

**For personalised Products, the Customer is informed that he/she has no right of withdrawal in this case, in accordance with Article L.221-28 3° of the French Consumer Code.**

However, he can refer to point 11.2 "Complaints and returns" below if he wishes to return a Product.

## **11.2. Complaints and returns**

Apart from the provisions relating to the carrier (article 5 "Delivery times and delivery") and the provisions relating to the right of withdrawal, ECOCUP offers the Client the possibility of returning a Product within thirty (30) days of its receipt and under the conditions listed below.

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

It is the Client's responsibility to provide all the evidence as to the reality of the complaint addressed to ECOCUP and to allow ECOCUP every facility to proceed with their control and to remedy them.

Any return must be subject to a formal agreement between ECOCUP and the Client. Any Product returned without this prior agreement will be held at the disposal of the Client and will not give rise to a replacement or a refund.

When ECOCUP accepts returns of Products, these will only be taken into account if they are in good condition, without having been used and after verification and acceptance by ECOCUP of the reason for the return. The costs and risks are always borne by the Client.

After qualitative and quantitative verification of the returned Products, any accepted return will lead, at ECOCUP's choice, to a free replacement of the Products or to the creation of a refund and a partial or complete credit note for the benefit of the Client.

After this period of thirty (30) days, the Client will be automatically considered to have accepted the Products delivered as is and ECOCUP will reserve the right to refuse any claim, apart from the legal guarantees from which the consumer Client benefits in accordance with article 9 "Responsibility and Legal Guarantees" of these General Conditions.

## **ARTICLE 12 - FORCE MAJEURE**

The Client cannot demand that ECOCUP perform the ordered service in case of force majeure and ECOCUP cannot be held responsible if the non-performance, late performance or partial performance is 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 considered as force majeure or fortuitous events, insofar as their occurrence makes it impossible to perform the obligations.

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

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

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

## **ARTICLE 13 - APPLICABLE LAW AND JURISDICTION**

These General Conditions, as well as any special conditions between the Parties, are subject to French law.

In the event of a dispute between ECOCUP and a consumer Client, the latter has the possibility of resorting to the consumer mediation procedure under the conditions set out in Title I of Book VI of the Consumer Code.

Any dispute arising between ECOCUP and the Client, which cannot be settled amicably, will be subject to the exclusive jurisdiction of the Courts of Perpignan.

## **ARTICLE 14 - AUTONOMY OF PROVISIONS**

The illegality or invalidity of any article, paragraph or provision (or part of an article, paragraph or provision) shall not affect in any way the legality or validity of the remaining articles, paragraphs or provisions of these General Terms and Conditions.

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, similar legal and/or economic effects to those originally intended by the Parties at the time of conclusion of the contract.

**ARTICLE 15 - PROTECTION OF PERSONAL DATA**

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

ECOCUP invites the Client to refer to the "Privacy Protection" tab, available on the Site, in order to obtain all information relating to the protection of personal data.

**ANNEX**

**WITHDRAWAL FORM**

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

To the attention of ECOCUP DISTRIBUTION SARL

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 mailing  
address.....

.....

- Your e-mail address  
(optional).....

-  
Date.....  
.....

Signature  
(only if this form is notified on paper)  
  
.....

(\*) Delete as appropriate