

**SARL ECOCUP 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 "ECOCUP"**

General Terms and Conditions of Sale and Rental

Version of 1^{er} September 2022

ARTICLE 1 - PURPOSE AND SCOPE

The websites "www.reuz.com", "www.ecocup.com", including any variations of these domain names (the "Website") and their content are the property of ECOCUP.

The purpose of these general terms and conditions of sale and hire (the "General Terms and Conditions") is to define the conditions under which ECOCUP supplies the products (the "Product(s)") and services (the "Service(s)") 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 any 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 acceptance of these General Conditions by the Customer. However, and in accordance with the regulations in force, ECOCUP reserves the right to derogate from certain clauses of these General Conditions, depending on the negotiations conducted with the Customer, by establishing special conditions.

The fact that ECOCUP 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.

ECOCUP reserves the right to adapt or modify these General Conditions at any time. In case of modification, the Customer 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 ECOCUP are detailed and defined in the quotation communicated to the Customer and/or in any subsequent special conditions agreed between ECOCUP and the Customer.

2.2. The Products

The Products offered by ECOCUP 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 foodstuffs.

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 ECOCUP by any means, are not exhaustive and are provided for information purposes only. ECOCUP 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 subject to availability.

2.3. Customised products

ECOCUP offers to personalise some of its Products by allowing the Customer to affix a visual 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 preparation of the Visuals will be invoiced on the basis of the rate in force on the day of the order.

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

acceptance. The print order allows the Customer to check the desired Visual before any final printing. The acceptance of this proof releases ECO CUP from any responsibility for any error in the Visual desired by the Customer. Delivery times will only be fixed, as an indication, after ECO CUP has received the print order accepted by the Customer.

Certain colours and/or visuals are not recommended by ECO CUP. In the event that the Customer 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 result of the Product does not meet the Customer's expectations.

The Customer authorises ECO CUP to use the Visuals of the finished Product in particular for the purpose of promoting the personalised Products to of the public, and this on any communication medium chosen by ECO CUP.

ARTICLE 3 - ORDERING AND CANCELLATION OF ORDERS

3.1. Ordering and quoting

Orders only become final 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.

ECO CUP's offers and quotations are only valid for a maximum period of one (1) month from the date they are sent. The orders or quotations confirmed and accepted by ECO CUP and the Customer, and in the absence of any other subsequent agreement, constitute the special conditions which modify or complete the present General 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 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 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 Customer 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 10 "Right of withdrawal and return" of these General Conditions.

ARTICLE 4 - PRICES AND LATE OR NON-PAYMENT

The prices are net and exclusive of VAT and are fixed by the price list in force on the day the order is placed.

The terms and conditions of payment will be communicated to the Customer upon confirmation and signature of the order form or quotation.

No discount will be granted for early payment.

Late payment of an invoice that has fallen due shall automatically, 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 lead to the invoicing of a fixed compensation of 40 euros for collection costs and in addition to the late payment penalties described above.

In case of non-compliance with the payment conditions, 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 previous and/or subsequent unpaid orders, whether delivered/executed or in the process of being delivered/executed, and whether their payment is due or not.

Where payment is by instalments, non-payment of a single instalment will result in the immediate payment of the entire amount due.
debt, without prior notice.

Any partial payment shall be applied first to the amounts that are due the earliest.

Under no circumstances may payments be suspended or be the subject of any compensation without the prior written agreement of ECOCUP.

ARTICLE 5 - RETENTION OF TITLE

ECOCUP reserves the right to repossess the Products until full payment of the price by the Customer.

ARTICLE 6 - TIME LIMITS AND DELIVERY

Delivery times are given as an indication for each order and constitute for ECOCUP 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 Customer authorises ECOCUP to make full or partial deliveries.

The Products are received by handing them over to the Customer or his representative by the carrier at the address indicated by the Customer.

Customer. 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 ascertain the general condition of such packages with due dispatch.

Any partial loss, 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 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 7 - RENTAL OF PRODUCTS

ECOCUP offers a system of rental of Products 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 material 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 shall 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, regardless of the cause of the damage.

The rental and the physical and legal custody shall 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 responsibility 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 when they are returned.

7.2. Ownership of Products

The Products remain the exclusive property of ECOCUP during the entire period of availability 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 Customer without the authorisation of ECOCUP.

The Customer undertakes to ensure that ECOCUP's right of ownership of these Products is respected at all times and by all means. Except with the prior written authorisation of ECOCUP, the Customer is forbidden, during the entire period of provision and until the return of the Products, to exchange all or part of these Products, to sublet them and is also forbidden to encumber them with a pledge, lien or any other security or guarantee right. The Customer 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 on him.

7.3. Return of Products and Invoicing

The Customer undertakes to return the Products only in the packaging provided by ECOCUP and in the condition in which the Customer received them. The Customer also undertakes to return the collectors that have been deposited. The Products returned by the Customer will only be those bearing the ECOCUP logo and hired for the event and/or the location predefined in the order form, quotation or special conditions. Under no circumstances may the Customer return a competitor's products, other organisation, event or product which will, in any event, be excluded from the number of Returned products.

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

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 paid by the Customer.

Upon return of the Products, the Customer will provide ECOCUP with its account of the returned Products. ECOCUP 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. ECOCUP's account will be communicated to the Customer and will serve as the basis for the invoices issued by ECOCUP.

If the Customer fails to contest the statement of account made by ECOCUP within a reasonable period of time, which may not exceed forty days, ECOCUP will be obliged to pay the Customer a fee.

eight (48) hours, only ECOCUP's account 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 Customer's responsibility to provide ECOCUP 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 order form or quotation accepted by the Customer and/or in special conditions agreed between ECOCUP and the Customer.

ARTICLE 8 - LIABILITY AND LEGAL GUARANTEES

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

ECOCUP cannot be held responsible for defects and deterioration caused by natural wear and tear, by inappropriate storage and/or storage that does not comply with ECOCUP's instructions, by use that does not comply with ECOCUP's instructions, by an external accident, or by a modification of the Product that is not foreseen or of which ECOCUP has not been informed and which ECOCUP has not accepted beforehand

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

In the context of its relations with professional Customers, ECOCUP 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 customers, operating losses, loss of profit, loss of opportunity, damage to brand image.

In addition, and always concerning its professional Customers, the possible liability of ECOCUP, 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, who meets the definition of a consumer under the Consumer Code, also benefits from the guarantee against hidden defects (Article 1641 et seq. of the Civil Code) and the legal guarantee of conformity (Article L.217-3 et seq. 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 set out in Article L.217-9 of the French 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 may 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 a letter explaining the problem.

ARTICLE 9 - INTELLECTUAL PROPERTY AND CONFIDENTIALITY

9.1. Intellectual Property of the Visuals

ECOCUP declines all responsibility for the intellectual/industrial property of the Visuals that it reproduces on behalf of the Customer. With or without indication, it is the Customer's responsibility to carry out useful anteriority research and to ensure that the Visuals do not have any similarity with those already existing.

In general, the Customer guarantees that it has all the rights to use all the elements transmitted to ECOCUP. The Customer is responsible for the content of the Visuals transmitted to ECOCUP which cannot be held responsible, in particular, in the event of counterfeiting.

Consequently, any direct and/or indirect damage suffered by ECOCUP as a result of the Customer's failure to respect the intellectual/industrial property rights belonging to a third party must be fully borne and compensated by the Customer.

ECOCUP further reserves the right to refuse, at its discretion, any order for customised Products containing Visuals deemed inappropriate, unethical or illegal.

9.2. 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 Customer 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.

9.3. 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 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 given by ECOCUP to the Customer 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 10 - RIGHT OF WITHDRAWAL AND RETURN

10.1. Right of withdrawal

With the exception of personalised Products, the Customer who meets the definition of consumer in the Consumer Code benefits from

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 may use the withdrawal form attached to these General Conditions.

The return of Products in execution by the Customer of his right of withdrawal will only be accepted by ECOCUP 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.

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, ECOCUP offers the Customer 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 Customer's responsibility to provide all proof of the reality of the complaint addressed to ECOCUP and to allow ECOCUP every facility to check and remedy the complaint.

Any return must be subject to a formal agreement between ECOCUP and the Customer. Any Product returned without this prior agreement will be held at the disposal of the Customer 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 Customer.

After qualitative and quantitative verification of the returned Products, any accepted return will result, at ECOCUP's discretion, in a free replacement of the Products or the creation of a refund and a partial or complete credit note for the benefit of the Customer.

After this period of thirty (30) days, the Customer 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 Customer benefits in accordance with article 8 "Liability and Legal Guarantees" of the present General Conditions.

ARTICLE 11 - FORCE MAJEURE

The Customer cannot require ECOCUP to perform the ordered service in case of force majeure and ECOCUP cannot be held responsible for

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 assimilated to 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 unforeseen 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 Customer in writing, and in particular by e-mail via the contact details

provided by the Customer at the time of ordering, of the occurrence of this case of force majeure. The order and/or the contract between ECOCUP and the Customer 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 12 - 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 Customer, the latter has the possibility of having 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 ECOCUP and the Customer, which cannot be settled amicably, will be submitted to the exclusive jurisdiction of the Courts of Perpignan.

ARTICLE 13 - 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, by 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 when concluding the contract.

ARTICLE 14 - PROTECTION OF PERSONAL DATA

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

ECOCUP invites the Customer to refer to the "Privacy Protection" tab, available on the Websites, in order to obtain all the information required to protect the privacy of the Customer. information on 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 postal address.....

.....

- Your e-mail address (*optional*)

- Date.....

Signature

(only if this form is notified on paper)

.....

(*) Delete as appropriate