

**RE-UZ FRANCE SAS, headquartered at Chemin du Mas Plaisant 66160 Le Boulou, France,
registered in the Perpignan Trade and Companies Register under number 530 045 772**

Hereinafter referred to as “RE-UZ”

Terms and conditions of sale - Billie Cup France

Article 1 - Scope of application

The purpose of these general conditions of sale (the “General Conditions”) is to define the conditions under which we supply you, as a member of the Billie Cup community (the “Partner(s)”), with the ranges of Billie Cup cups (the “Billie Cup”) that we sell.

Membership of the Billie Cup community and all orders for

of Billie Cup cups implies your full and complete acceptance of the terms of these general conditions.

In accordance with current regulations, we reserve the right to derogate from certain clauses of these General Terms and Conditions, depending on the negotiations carried out, by establishing special conditions.

Failure to invoke any of the provisions of these General Terms and Conditions at a given time shall not be construed as a waiver, even tacit, of the right to invoke them at a later date.

We reserve the right to adapt or modify these General Conditions at any time. In the event of modification, you are subject to the General Conditions in force at the time you place your order.

Article 2 - Join the Billie Cup community

When you purchase Billie Cups and accept these Terms and Conditions, you join the Billie Cup community and become a Partner.

Billie Cup cups ordered by the Partner from RE-UZ are exclusively intended for customers of the Partners (hereinafter the “Customer(s)”) who wish to order in their restaurant. Billie Cup cups cannot be sold empty.

Billie Cup deposits are €1 and can be returned by the Customer to any Partner. Therefore, if a customer comes to your establishment and wants to return his Billie Cup and collect his deposit, you are obliged to return €1. The deposit amount is set by RE-UZ and cannot be changed.

If you've purchased tokens, you can return a chip in exchange for a Billie Cup. However, if the customer doesn't want the token and wants €1 back, you must provide a place in your establishment where they can exchange their token for €1.

Lids are not returnable. You buy them at the current price and can then sell them to your customers at the price recommended by RE-UZ. Customers can then keep their lids with them.

The Billie Cup offer includes :

- Advertising on social networks: after confirmation of your quotation and payment of the invoice, you authorize us to publish your Billie Cup community membership on our social networks. We will send you a document to complete on the subject with the information to be published. Please complete the form and send it back to us, and if possible, send us a photo or video of a Billie Cup in your establishment.

We will withdraw this publication in the event of your express refusal, notified by e-mail to “billiecup.fr@reuz.com”.

- Partner map: Once you join the Billie Cup community, we add you to our partner map. This interactive map enables customers to find out about all the Partners and their locations, so they can buy or exchange their Billie Cup with each of you. It is therefore imperative that you send us the address to be indicated on the partner map. If you do not provide us with this address, we will use the default delivery address.

Any change of address must be reported to us within five (5) working days of the change so that we can make the necessary changes to the card.

When you withdraw from the Billie Cup community, and inform us in accordance with the conditions described below, we will immediately remove your reference from this card in order to inform Customers of your withdrawal.

- Marketing pack included: we provide you with a marketing pack to explain the Billie Cup community to your customers. Marketing materials are available in 3 languages: English, French and Dutch. We will send you the pack in the language of your quotation. If you would like us to send you the marketing pack in a specific language other than that of your quotation, please ask us before confirming your quotation.

Article 3 – Commitments of the Partner

Without prejudice to the other obligations set out in these General Terms and Conditions, as a Partner you undertake to comply with the following obligations:

- Respect the laws and regulations in force and not infringe the rights of third parties or public order.
- To use the Billie Cup in a way that is appropriate and complies with these General Terms and Conditions and with RE-UZ's instructions. As a Partner, you remain solely responsible in the event of damage to a Billie Cup due to improper use.
- Distribute only clean and undamaged Billie Cup cups to customers.

You agree to take back all Billie Cup cups provided by customers, regardless of color or size, in exchange for the deposit.

- The assignment or transfer of all or part of your rights or obligations hereunder to a third party, in any manner whatsoever, is subject to our prior agreement.

- Provide RE-UZ with all information necessary for the proper execution of these General Terms and Conditions. More generally, you agree to cooperate actively with RE-UZ for the proper execution of these General Terms and Conditions.

- In the event of suspected fraud, theft or use at events or on external sites, you are encouraged to report this to RE-UZ.

Article 4 – Delivery times and delivery of Billie Cup cups

Orders only become final once RE-UZ has received the signed quotation and RE-UZ has been able to give its express and explicit confirmation.

Delivery times are 3 to 5 working days from receipt by RE-UZ of payment for the order.

In the case of large orders or out-of-stock items, restocking may take up to 3 weeks.

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 order. They may not give rise to damages or penalties.

Deliveries are made subject to availability and in the order in which orders are received.

You authorize RE-UZ to make deliveries in whole or in part.

Transport is handled by an external carrier. Transport prices may vary over time.

Transport is free for orders of €1000 or more.

Article 5 - Unsubscribing from the Billie Cup community

You may unsubscribe and withdraw from the Billie Cup community at any time by sending a request to this effect to RE-UZ by e-mail to the address “billiecup.fr@reuz.com”.

If RE-UZ accepts your unsubscription, you may return any Billie Cup in your possession directly to RE-UZ in accordance with the return policy detailed below.

As of the effective deregistration, you will be officially removed from the Billie Cup community.

Article 6 - Guarantee on Billie Cup cups and return of Billie Cup cups

6.1 Defective Billie Cup cups

In the event that you consider that the Billie Cup cups received are defective* (as defined below), they may be exchanged for new Billie Cup cups under the conditions of these General Terms and Conditions.

To proceed with the return of your order, you must send a complaint by email to the address “billiecup.fr@reuz.com” within 30 working days of receiving your Billie Cup cups. After this period, you will be deemed to have accepted the Billie Cup as is, and RE-UZ reserves the right to refuse any claim.

You must attach to the complaint email one or more photos of the defective Billie Cup cups, as well as any other document proving the defect, and mention the number of Billie Cup cups and accessories (lids/tokens) concerned by your complaint and which you are requesting to be returned.

Initially, if the return request made by e-mail appears to be justified, and is made within the above-mentioned deadline, RE-UZ will then send you a return label.

All Billie Cup replacements are subject to verification and approval by RE-UZ. Upon receipt of your return, the returned Billie Cup and accessories will be counted and verified by RE-UZ. We will then replace the Billie Cup and accessories confirmed as defective by RE-UZ and deliver them to you as soon as possible after receipt of the return.

*By defective, we mean any Billie Cup and/or accessory that does not conform to its intended use. Examples of defects include, but are not limited to: broken or damaged cups or accessories resulting from a production or printing problem, a badly printed logo, a cup that arrives broken or that breaks when hot water is poured over it, etc.

Any defect resulting from natural wear and tear, an error by the Partner and/or its Customers, unsuitable storage or storage not in accordance with RE-UZ's instructions, an accident external to RE-UZ or use not in accordance with RE-UZ's instructions, will not be covered by this warranty and will not be exchanged or replaced.

Superficial stains on Billie Cups (non-limiting example: lipstick stains) do not constitute sufficient grounds for return and are not considered to be defective or non-conforming cups.

In the event that a Billie Cup and/or accessory is not considered to be defective in accordance with the above, you may return it to us for recycling under the conditions described below.

6.2 Recycling

When Billie Cup cups reach the end of their useful life, due to natural wear and tear, we ask you to return them to us for recycling at the following address: RE-UZ FRANCE SAS - 4 rue Gustave Eiffel 42350 La Talaudière, France

Transport is at your expense. Please specify “Billie Cup to be recycled” on the parcel.

On receipt of your parcel, and after verification of quantity and quality, we will take charge of recycling.

6.3 Returning after deregistration from the community

If you unsubscribe from the Billie Cup community under the conditions of these General Terms and Conditions, you must return the Billie Cup cups under the following conditions:

- Submission of the return request within 30 days of receipt of the last order:

RE-UZ will only reimburse new Billie Cup cups, i.e. those not yet used by the Partner and Customers. They will be refunded in full, at the price in force at the time of return.

- Request for return more than 30 days after receipt of last order:

Only 60% of the last order will be refunded.

RE-UZ will only refund new cups, as defined above, at the price in effect at the time of return. However, the credit note will be capped at 60% of the purchase price of the last order.

Lids are not refundable.

Tokens will be refunded at the current price if returned in good condition and in accordance with the above conditions.

Article 7 - Intellectual property and confidentiality

Trademarks and other distinctive signs appearing on Billie Cup cups and accessories, or any documents supplied by RE-UZ, are the property of RE-UZ, its related companies or third parties licensed by RE-UZ.

You undertake not to use, reproduce or distribute these trademarks and signs in any manner whatsoever without the prior written authorisation of RE-UZ and, where applicable, by taking the initiative to mention that they are the exclusive property of RE-UZ or its related companies.

RE-UZ retains ownership of the studies, projects, plans, prototypes, models and all documents supplied to you. Membership of the Billie Cup community does not entail any transfer of intellectual/industrial property, know-how or technology of any kind to you.

Article 8 - Penalties for breaches

As a Partner, in the event of a breach by you of any of the provisions of these General Terms and Conditions or, more generally, in the event of an infringement of the laws and regulations in force, RE-UZ reserves the right to take any appropriate action against you, at RE-UZ's discretion, and in particular :

- (i) Suspension of your registration to the Billie Cup community, ipso jure and without compensation;
- (ii) definitive deregistration from the Billie Cup community without refund or compensation;
- (iii) take any legal action.

Article 9 - Jurisdiction

These General Terms and Conditions, and any special terms and conditions, are governed exclusively by French law.

Any dispute arising between the parties which cannot be settled amicably shall be submitted to the exclusive jurisdiction of the courts of the judicial district of Saint-Etienne.