

**RE-UZ BELGIUM SRL, with its headquarters at 9a Rue de Wallonie, 4460 Grâce-Hollogne, Belgium,  
registered with the ECB under number 0552 729 358**

**Hereinafter referred to as "RE-UZ".**

## Terms and conditions of sale - Billie Cup

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

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

Failure to invoke any of the provisions of these General Terms and Conditions at a given time may not be interpreted 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 Terms and Conditions at any time. In the event of modification, you are subject to the General Terms and 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.

The Billie Cup(s) ordered by the Partner from RE-UZ are exclusively intended for the Partner's customers (hereinafter the "Customer(s)") who wish to order take-away 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 amount of the deposit is set by RE-UZ and cannot be changed.

If you have purchased tokens, you can give a token in exchange for a Billie Cup. However, if the customer does not 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 then sell them to your Customers at the price of your choice. Customers can then keep their lids with them.

The Billie Cup offer includes:

- Advertising on social networks: after confirmation of your quote and payment of the invoice, you authorise us to publish your membership of the Billie Cup community on our social networks. We will send you a document to complete on the subject with the information to be published. Please return the completed document to us and, if possible, send us a photo or video of a Billie Cup in your establishment.  
We will withdraw this publication if you expressly refuse by sending an e-mail to "info@billiecup.be".
- Addition to the Partners map: Once you join the Billie Cup community, we add you to the Partners map. This interactive map enables Customers to find out about all the Partners and their locations in order to buy or exchange their Billie Cup with each of them. It is therefore imperative that you send us the address to be indicated on the Partner map. If you do not send us this address, we will use delivery address by default.  
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 map.  
When you withdraw from the Billie Cup community, and you inform us in accordance with the conditions described below, we will immediately remove your reference from this map 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. The marketing materials are available in 3 languages: English, French and Dutch. We will send you the pack in the language of your quote. If you would like us to send you the marketing pack in a specific language other than the one on the quotation, please ask us before confirming the 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:

- Comply with the laws and regulations in force and not infringe the rights of third parties or public order.
- Use the Billie Cup in an appropriate manner and in accordance with these General Terms and Conditions and 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 cleaned and undamaged Billie Cup cups to Customers.  
You undertake to take back all Billie Cup cups handed in by customers in exchange for the deposit.

- The cession 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 consent.
- Provide RE-UZ with all information necessary for the proper execution of these General Terms and Conditions. More generally, you undertake to cooperate actively with RE-UZ in order to ensure 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 it to RE-UZ.

## Article 4 - Delivery times and delivery of Billie Cup cups

Delivery times are 3 to 5 working days from confirmation of the sales quotation by RE-UZ.  
In the case of large orders or out-of-stock situations, 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 shall not give rise to damages or penalties.

Deliveries are made subject to availability and on a first come, first served basis.

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

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

Delivery 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 that effect to RE-UZ by e-mail to the address "info@billiecup.be".

In the event of deregistration accepted by RE-UZ, you may return all the Billie Cup cups 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

If you consider that the Billie Cup cups you have received are defective\* (as defined below), they may be exchanged for new Billie Cup cups in accordance with these General Terms and Conditions.

To proceed with the return of your order, you must send a complaint by email to the address "info@billiecup.be" 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 request for return made by e-mail seems justified, and is made within the above-mentioned deadlines, 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 checked 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 all Billie Cup cups and/or accessories that do not conform to the use for which they were intended. 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 into it, etc.

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

Superficial stains on Billie Cups (non-exhaustive example: lipstick stains) do not constitute sufficient grounds for return and are not considered to be defective or non-compliant 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 life, due to natural wear and tear, we ask you to return them to us for recycling at the following address: RE-UZ BELGIUM SRL, Rue de Wallonie 9a, 4460 Grâce-Hollogne, Belgium.

Transport to Grâce-Hollogne is at your expense. Please specify "Billie Cup to be recycled" on the parcel.

On receipt of your parcel and after checking the 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 terms of these General Terms and Conditions, you must return the Billie Cup cups under the following conditions:

- Request for return within 30 days from receipt of last order:  
New Billie Cup cups, i.e. not yet used by the Partner and Customers, will be refunded in full at the price in effect at the time of return.  
If the cups are dirty\*, the cost of washing them will be deducted from the refund.  
\*Any open box is considered to be dirty. In fact, as soon as a box is opened, we are obliged to wash

the cups inside for hygiene reasons.

Worn Billie Cup cups, i.e. those that have undergone at least 1 washing cycle, will be partially refunded depending on the degree of wear.

As with new cups, if the cups are returned dirty, the cost of washing will be deducted from the refund.

- Request for return more than 30 days after receipt of last order:  
Only 60% of the last order will be refunded.  
New cups will be refunded 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.  
What's more, if the cups are returned dirty, the cost of washing them will be deducted from the refund.

Lids are non-refundable.

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

## Article 7- Intellectual property and confidentiality

The trademarks and other distinctive signs appearing on the Billie Cup 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 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 related companies.

RE-UZ retains ownership of the studies, projects, plans, prototypes, models and all documents submitted 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 measure against you, at RE-UZ's discretion, and in particular:

- (i) Suspension of your registration to the Billie Cup community automatically 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 Belgian law.

Any dispute arising between the parties which cannot be settled amicably will be subject to the exclusive jurisdiction of the courts of the judicial district of Tournai.