



GENERAL CONDITIONS for membership of the platform

Kase Ranzé by La Déchetèque 2024-2025

Unleash Your Creativity and Give Back to the Planet!

Welcome to Kase Ranzé by La Déchetèque, your one-stop online marketplace (the “**Marketplace**” or “**marketplace.ladecheteque.mu**” or “**kaseranze.mu**”) for transforming pre-loved construction, renovation, and decoration materials into inspiring projects. We're passionate about promoting a circular economy in Mauritius, and our innovative platform connects sellers with resourceful buyers – all with the goal of reducing waste and fostering collective creativity.

Join the Movement:

These terms and conditions outline how you can participate in this exciting movement! Whether you're a seller with high-quality, pre-owned materials to offer or a buyer brimming with creative ideas, Kase Ranzé by La Déchetèque empowers you to be part of the solution.

Let's build a more sustainable future, together!

Platform User Types

Kase Ranzé by La Déchetèque recognises two main types of users:

1. Businesses:

- Businesses can register as **sellers** by creating a "User-Seller" account. This requires a paid annual membership fee and signing a Non-Disclosure Agreement (NDA) in addition to these general terms and conditions. A Seller profile and dedicated account access will be granted upon completion.
- Businesses can also use their existing account to become **buyers**, at no additional cost.

2. Individuals:

- Individuals can register for free as **buyers** or **sellers** by creating a "Buyer User" or "Seller User" account, respectively. Registration requires providing requested profile information, reading and accepting these general terms and conditions.

Individuals can switch between buyer and seller roles within their existing account based on their needs.

1. Commitments for sellers on Kase Ranzé by La Déchetèque

Here at Kase Ranzé by La Déchetèque, we want to ensure a smooth and positive experience for everyone. To help us achieve this, sellers agree to the following:

Getting Started:

- **Register and Create an Account:** Sign up on the Marketplace and create your seller profile.
- **Agreements:** Review and sign our Non-Disclosure Agreement (NDA) and General Terms and Conditions of Sale.

Keeping Information Up-to-Date:

- **Product Details:** Provide all relevant information about the products you're selling, displayed clearly on your profile.
- **Stock Management:** Keep track of your product stock and update it regularly on the platform.

Product Availability and Quality:

- **Accurate Descriptions:** Make sure your product descriptions accurately reflect the items you're selling.
- **Reliable Supply:** Strive to maintain a reasonable level of product availability on the platform.

Communication and Support:

- **Dedicated Contact:** Appoint a contact person within your business to handle communication with Kase Ranzé by La Déchetèque for follow-up and support.
- **Legality and Compliance:** Guarantee that all products offered are not stolen, smuggled, and comply with Mauritian laws.

Reporting Issues:

- **Unethical Buyer Activity:** If a buyer attempts to bypass the terms and conditions or misuse the platform, inform Kase Ranzé by La Déchetèque immediately.
- **Suspicious Activity:** Report any suspected fraudulent activity on the platform to keep our community safe.
- **Problem-Solving:** Let Kase Ranzé by La Déchetèque know about any problems you encounter so we can provide the best possible service to our customers.

Undertaking not to bypass the Marketplace

The Business User/Seller further undertakes:

- in good faith, to sell their products through the Marketplace once the relationship with the buyer has been established, and not short-circuit the Marketplace.
- guarantee that the buyer commits to the purchase order placed on the Marketplace and that the quantity and quality of the products correspond with the order placed on the Marketplace.

- They undertake not to copy or reproduce the ladecheteque.mu or kaseranze.mu model and provide an identical service to ladecheteque.mu or kaseranze.mu.

The Business User/Seller agrees that if they are found to be in breach of any of the above undertakings, they will be liable to pay damages in the amount of **MUR 20,000** to Kase Ranzé by La Déchetèque.

2. Kase Ranzé by La Déchetèque's Service Commitments

At Kase Ranzé by La Déchetèque, we strive to provide a reliable and enjoyable experience for all our users, both buyers and sellers. Here's what you can expect from our service:

Website Availability:

- We are committed to maintaining a high level of website uptime, ensuring the platform is accessible for a vast majority of the time. We will conduct regular maintenance to keep the website functioning smoothly, but in the rare event of downtime, we will work diligently to restore service as quickly as possible.

Website Functionality:

- We understand the importance of a user-friendly experience. We will make every effort to ensure the website is free from bugs and errors that could hinder your ability to browse, search, list, or purchase items. If you encounter any technical difficulties, please don't hesitate to contact our customer support team for assistance.

Data Security:

- Kase Ranzé by La Déchetèque takes data security very seriously. We implement robust security measures to protect your personal information, including payment details, from unauthorised access or disclosure.

Continuous Improvement:

- We are constantly working to improve Kase Ranzé by La Déchetèque's functionality and user experience. This may involve introducing new features, refining existing functionalities, and addressing any user feedback. We are committed to evolving alongside the needs of our community.

3. Exclusion of Kase Ranzé by La Déchetèque's liability

Kase Ranzé by La Déchetèque will not be held responsible for the unavailability of a product due to the seller. The products are not stocked at Kase Ranzé by La Déchetèque and it is the responsibility of the seller to ensure their availability.

The information provided to buyers relating to the products are for information purposes only. All brands mentioned on ladecheteque.mu or kaseranze.mu are registered

trademarks of their respective owners. The characteristics of the products are only indicative, and under the responsibility of the seller, and do not bind Kase Ranzé by La Déchetèque.

In order to ensure the continuity of the service and the materials that you make available on our Marketplace, we recommend that you inform our team of any change in the products, including but not limited to its availability, quantity, quality and description.

4. Communication:

In recognition of Kase Ranzé by La Déchetèque's mission to protect the environment and commitment to waste reduction, the seller acknowledges these shared values and agrees to make all reasonable commercial efforts to associate itself with Kase Ranzé by La Déchetèque in its communications. This may include using Kase Ranzé by La Déchetèque's name and logo, upon request and approval, in relevant social media posts, press releases, or other media related to the circular economy, waste management, and sustainable development. Kase Ranzé by La Déchetèque will provide the logo in suitable formats upon request.

5. Tariff grid

Item	Entity	Tariff V.1	Duration
Annual Membership	Companies	MUR 20 000	12 months
	Social Entreprises and NGOs	Case by Case	12 months
Commissions on sales	Seller User	25 %	12 months
	Buyer User	0 %	12 months
Number of products published on profile	Seller User	Unlimited	12 months
Advertising on our platform (banner)	Companies	To be negotiated according to duration - number of appearances	
Consulting Services	Companies	-Raising awareness of the Circular Economy (HRDC TRAINING with our partner) -Waste pre-diagnosis -Resource pre-diagnosis and diagnosis -Support for materials recovery -Ephemeral events for the resale of	Upon request

		materials after deconstruction On request	
Social media platforms	Companies	2 posts included/an (+ Rs 1000/ additional post.)	12 months

Kase Ranzé by La Déchetèque Membership and Fees

Membership Fees:

- To join Kase Ranzé by La Déchetèque as a seller, companies must pay an initial membership fee to activate their account. The invoice amount will be clearly communicated to them.
- We accept payment by the following means.
 - **Cheque:** Make your cheque payable to "La Déchetèque Ltée".
 - **Bank Transfer:** Transfer the fee directly to our bank account as follows:

MCB N° 000448715708

IBAN MU 10 MCBL0901000448715708000MUR

Activating Your Account:

- Once your payment is received, we will grant you access to activate your seller profile on the platform.
- **Group Membership:** A discounted membership rate may be offered for groups of companies wishing to join with at least five member companies. Each member company within the group will have its own seller account and manage its stock independently on the platform.

Transaction Fees:

- A 25% service charge will be deducted from each sale made on the platform to cover operational costs. This service charge could be subject to change due to at the discretion of Kase Ranzé by La Déchetèque. Such an increase will be notified to the seller 30 days' prior to the change.

Payment Options:

- **Buyer Users:** Credit card payments are accepted for purchases above Rs 250 through the secure MIPS payment system. MIPS also supports a variety of other payment methods including Juice, Pop, MAUCAS, and other instant payment options.

Product Listing:

- Sellers can list an unlimited number of products on the platform.

Promotional Opportunities:

- Banner advertising and priority product placement options are available. Rates will be determined on a case-by-case basis.

Consultancy Services:

- Kase Ranzé by La Déchetèque offers optional consultancy services for companies seeking expert advice on waste management or resource diagnosis to assess the potential for material recovery. Rates will be determined on a case-by-case basis.

Special Memberships:

- Non-Governmental Organisations (NGOs) and self-employed individuals may be eligible for special membership benefits. Please contact us for more details.

Support Services:

- Companies subscribing to a 12-month membership receive two hours of personalised support to set up their seller profile and list products. Additional support hours are available for a fee of Rs 1400 per hour, plus any applicable transportation costs if on-site support is requested.

Social Media Promotion:

- Two social media posts promoting your company's circular economy activities, new products, or specific operations are included with your annual subscription. Additional posts can be purchased for Rs 1000 each.

6. Terms and conditions for the payment of commissions to ladecheteque.mu or kaseranze.mu

Through the Marketplace, each sale made will be recorded on the profile of each user.

Each sale can be viewed on the sales tracking table in the user's profile, with the amount of the order made and the 25% commission included.

The collection of the sale (VAT Included) will take place for and on the account of Kase Ranzé by La Déchetèque Ltée by a secure bank transaction via MIPS directly from the buyer.

Then the secure payment system, via MIPS, guarantees a security of information and personal data, except in exceptional cases of bug or computer harpooning.

The amount of the sale made, deducted from the commission for ladecheteque.mu or kaseranze.mu will be paid to the Seller, on invoice, with the corresponding order number in reference.

By custom, and to facilitate accounting for the 2 Parties, companies send a monthly invoice to Kase Ranzé by La Déchetèque Ltée for payment of their sales at the end of the month. To be studied on a case by case basis according to the needs of the selling company.

Buyers paying by credit card will be optional, and the service commission will be paid by the seller.

7. Duration

This Price List is valid for the year 2024-2025 (from July to June) for signatory companies (12 months) and takes effect on the date of signature.

- Depending on the data obtained, the sales volumes achieved, the recovery rates detected, the incoming and outgoing flows, the number of users and the number of registered user accounts, we plan to renegotiate the cost of annual memberships and the commissions received on a case-by-case basis for the year to follow.

Non-Disclosure Agreement

(the "Agreement")

BETWEEN:

(1) _____, bearing company number _____, with registered address at _____ represented by its _____,

(2) **Kase Ranzé by La Déchetèque (Maurice) Ltée**, bearing Company Business Registration Number **C21180276**, having its registered address at **2 Avenue des Hirondelles, Flic en Flac**, represented by Stéphanie Bouloc, **founder and director**.

WHEREAS:

1. The Parties have participated in discussions regarding products and services to be offered under a dedicated marketplace or platform (the products, services and, the marketplace and circular economy platform www.ladecheteque.mu are altogether hereinafter referred to as the "**Offering**").
2. Each Party under this Agreement will receive confidential information relating to the other Party and will either be a "**Disclosing Party**" or "**Receiving Party**" in that sense.
3. The Parties have agreed that the Confidential Information shall be disclosed to the Recipient on the strict and absolute condition that the Recipient unconditionally agrees to comply with all of the terms, covenants and conditions herein contained.
4. The Parties have agreed that no reproduction, copy, or part copy of the offering should be developed by the Receiving Party for commercial use.

NOW IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS

In this Agreement, the following terms have the following meanings:

a) "**Confidential Information**"

For the purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged.

If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

b) **Exclusions from Confidential Information.**

Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

c) "**Representatives**" mean the directors, officers, advisors, managers, agents, employees, affiliates, and salaried staff of either the Disclosing Party or the Receiving Party.

2. RELATIONSHIPS

Nothing contained in this Agreement shall be deemed to constitute either Party a partner, joint venturer or employee of the other Party for any purpose.

3. OBLIGATIONS OF THE PARTIES

a. Receiving Party agrees that the Confidential Information will be used solely for the purpose of the offering and will be kept strictly confidential by the Receiving Party and not disclosed to any third party.

b. Receiving Party agrees that neither it nor any of its Representatives will use the Confidential Information for its own advantage within or without its organisation having the effect of directly or indirectly avoiding the commercial benefits due to the Disclosing Party. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

c. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. In protecting the Confidential Information from improper use or disclosure, the Receiving Party agrees that it will take appropriate precautions and will exercise appropriate care which will in no event be less than the care it normally exercises with respect to its own confidential information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately, if Disclosing Party requests it in writing.

d) The Receiving Party undertakes to refrain from registering property rights, whether of industrial and/or intellectual nature, on the basis of the Confidential Information it received.

e) In the event that the Receiving Party or any of its Representatives become legally compelled to disclose any of the Confidential Information (by any applicable law or regulation or any court order or otherwise), the Receiving Party or any of its Representatives (as the case may be) shall, to the extent possible, provide the Disclosing Party with prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party or any of its Representatives (as the case may be) agrees to furnish only that portion of the Confidential Information which is legally required and to inform the party to which Confidential Information must be disclosed by the Receiving Party of the confidential nature of the Confidential Information.

4. DURATION

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret, or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. BREACH

The Receiving Party agrees that the Confidential Information is valuable information of the Disclosing Party. As such, in the event of any breach of the confidentiality obligations and/or provisions of this Agreement, the Disclosing Party shall be entitled, in addition to all other remedies available at law or in equity, to equitable relief, including injunctive relief and specific performance from any court of competent jurisdiction.

6. MISCELLANEOUS

a) **Integration** - This Agreement contains the entire understanding and agreement between the Parties with respect to the protection, non-circumvention and use of the Confidential Information furnished by the Disclosing Party to the Receiving Party, and supersedes any and all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both Parties.

b) **Waiver** - The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

c) **Communications** - Any notice or other communication given or made under this Agreement shall be in writing. Unless the contrary shall be proved, each such notice or communication shall be deemed to have been given or made and delivered, if by letter, seven days after posting, if by delivery, when left at the relevant address and, if by telex or facsimile transmission, when transmitted.

7. GOVERNING LAW AND JURISDICTION

a) This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with the laws of Mauritius.

b) If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the Parties.

b) Any dispute, controversy, difference, or claim arising out of or relating to the present contract shall at any time be referred to the exclusive jurisdiction of the Courts of Mauritius.

This Agreement and each Party's obligations shall be binding on the Representatives, assigns and successors of such Party. Each Party has signed this Agreement through its authorised representative.

Name: Stéphanie Bouloc

Name:

Date:

Date:

For and on behalf of:

For and on behalf of:

Kase Ranze by
La Déchetèque (Maurice) Ltée