



## **GENERAL CONDITIONS for Business One-Off at Kase Ranze store**

### **Kase Ranze by La Déchetèque 2024-2025**

#### **Unleash Your Creativity and Give Back to the Planet!**

Welcome to Kase Ranze by La Déchetèque, your one-stop store 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 Ranze by La Déchetèque empowers you to be part of the solution.

**Let's build a more sustainable future, together!**

### **1. Commitments for sellers in Kase Ranze by La Déchetèque**

Here at Kase Ranze 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:** Visit the store and let us know the list of items you want to value, then have the Kase Ranze team to sign you up, create your seller profile and post all your items online.
- **Agreements:** Review and sign our Non-Disclosure Agreement (NDA) and General Terms and Conditions of Sale.

#### **Communication and Support:**

- **Dedicated Contact:** Appoint a contact person within your company to handle communication with Kase Ranze by La Déchetèque for follow-up and support.
- **Legality and Compliance:** Guarantee that all products offered are not stolen, smuggled, and comply with Mauritian law, and are in good working condition.
- **Dissemination:** Partnering with Kase Ranze by La Déchetèque highlights your commitment to sustainability and circularity. Mentioning this collaboration online boosts your products visibility, showcasing your eco-friendly values while giving materials a second life.

Kase Ranze by La Déchetèque will be managing all the sales on behalf of the seller, however, for transparency and clarity over these sales, the seller will be granted an online login to his account.

### **Reporting Issues:**

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

## **2. Kase Ranze by La Déchetèque's Service Commitments**

At Kase Ranze 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:

### **Floor exhibition:**

- For a better visualisation of your products, we give our professional users access to 3m<sup>2</sup> for products display in-store, deposited by your own means.

### **Data Security:**

- Kase Ranze 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.

## **3. Exclusion of Kase Ranze by La Déchetèque's liability**

Kase Ranze by La Déchetèque will not be held responsible for the unavailability of a product due to the seller. Seller commits to keep track of the products that are not on display in the store and inform Kase Ranze by La Déchetèque of any changes.

The information provided to buyers relating to the products are for information purposes only. All brands mentioned in Kase Ranze by La Déchetèque and on ladecheteque.mu or kaseranze.mu are registered trademarks of their respective owners.

In the event that the seller cancels the sale or withdraws from the agreement, the registration fee shall be deemed non-refundable and will not be reimbursed.

## **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 Ranze by La Déchetèque in its communications. This may include using Kase Ranze 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 Ranze by La Déchetèque will provide the logo in suitable formats upon request.

## 5. Tariff grid

Item	Tariff Showroom	Duration
One time drop off	MUR1150	12 months
Commissions on sales	40 % for Sellers	12 months
	0 % for Buyers	12 months
Number of products published on profile	The number of products brought by the business at one-time drop off	12 months
Number of products displayed on-site	3m <sup>2</sup> available for display on-site for a maximum of 10 items. Additional fees apply if more items	12 months
Online support	30 minutes of online support to handle the online marketplace	12 months
Advertising on our platform (banner)	To be negotiated according to duration - number of appearances	
Consulting Services	Additional fees: -Raising awareness of the Circular Economy (HRDC TRAINING with our partner) -Waste diagnosis -Resource pre-diagnosis and diagnosis -Support for materials recovery -Organisation of waste management -Ephemeral events for the resale of materials after deconstruction On request	Upon request
Social media platforms	2 posts included/year (+ Rs 1000/ additional post.)	12 months

## Kase Ranze by La Déchetèque Membership and Fees

### Account Opening Fees:

- To join Kase Ranze by La Déchetèque as a seller, companies must pay an initial account opening fee to activate their account. The invoice amount will be 650 Rs for 10 items. Additional fees will apply for more items.
- We accept payment by the following means.

- o **Credit card:** payments are accepted through the secure MIPS payment system (also supports Juice, Pop, MAUCAS, and other instant payment options).
- o **Cheque:** Make your cheque payable to La Déchetèque Ltée".
- o **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.

### **Transaction Fees:**

- A 40% service charge will be deducted from each sale made in store to cover operational costs.

### **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.

### **Promotional Opportunities:**

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

### **Consultancy Services:**

- Kase Ranze 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 30 minutes 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:**

- Social media posts promoting your company's circular economy activities, new products, or specific operations can be purchased for additional fees. Please contact us for more details.

## **6. Terms and conditions for the payment of commissions to Kase Ranze by La Déchetèque**

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

Seller remains the owner of his items and has the possibility to withdraw them from the store by giving 8 working days notice.

Each sale can be viewed on the sales tracking table in the user's profile, with the amount of the order made and the 40% commission included.

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 Kase Ranze by La Déchetèque will be paid to the Seller, on invoice, with the corresponding order number in reference, at the end of each month.

By custom, and to facilitate accounting for the 2 Parties, companies send a monthly invoice to Kase Ranze by La Déchetèque Ltée for payment of their sales at the end of the month. All information about sales and commission are available through your seller profile and account on kaseranze.mu. Every option to facilitate the internal process of your company is open to discussion.

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

## **7. Duration**

This Agreement is valid for one year (12 months) and takes effect on the date of signature.

# Non-Disclosure Agreement

(the "Agreement")

## BETWEEN:

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

(2) **Kase Ranze 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](http://www.ladecheteque.mu) or [www.kaseranze.mu](http://www.kaseranze.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 nondisclosure 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 - GM

Name:

Date:

Date:

For and on behalf of:

For and on behalf of:

Kase Ranze by  
La Déchetèque (Maurice) Ltée