



General Terms and Conditions governing the PSI Membership and Service Agreement

1. These General Terms and Conditions govern the legal relationship between the PSI Promotional Product Service Institute, RX Deutschland GmbH, Völklinger Straße 4, 40219 Düsseldorf, Germany – hereinafter referred to as PSI – and the PSI member – hereinafter referred to as Supplier – and supplements the provisions of the Membership and Service Agreement.
2. By becoming a PSI member, the Supplier pledges to cooperate with PSI Distributors in a relationship based on trust and faithful adherence to any and all contractual obligations.
3. The Supplier shall be obliged to supply industrial customers at customary market prices less appropriate discounts for PSI Distributors. Furthermore, the Supplier principally agrees to supply any PSI Distributor belonging to the PSI, as long as the PSI Distributor has not committed misconduct. If the Supplier is contractually bound, for example due to territorial protection, it shall be ensured that the enquiring PSI Distributor can procure the product at competitive prices from the contracting party.
4. The Supplier shall be obliged to inform the PSI immediately and in writing of any changes affecting the company name, address, insolvency, dissolution of the company and the like.
5. In order to gain membership, Suppliers from overseas must have an officially registered branch office or subsidiary in a country of the European Union, the United Kingdom and / or Switzerland. The branch office or subsidiary shall be considered the contracting and corresponding party. In case it ceases to exist, the PSI shall have the right to terminate the contractual relationship without notice.
6. For the duration of the membership, the PSI shall provide the services enumerated in the Agreement. The PSI shall have the right to amend, modify or reduce these services at any time. In this regard, the PSI shall grant the Supplier the right to terminate the Agreement with good cause, if necessary.
7. The Distributor Finder, which is received exclusively as part of the membership, is provided to the Supplier with the stipulation that the member may use any information contained therein only for its own commercial purposes. Any sale or transfer to third parties, whether remunerated or not, is prohibited. Each case of noncompliance shall give the PSI the right to claim a penalty in the amount of EUR 1,000.00 for breach of contract. In any case, the PSI reserves the right to make higher claims for damages as well as the right to terminate the Agreement without notice.
8. The Supplier shall be obliged to hold any and all documents and information in strict confidence. Any and all transfers to third parties, reproduction and duplication are contractually prohibited.
9. To the extent that the PSI provides information regarding PSI Distributors, such information shall be held in strict confidence. Such information is intended exclusively for the recipient. The transfer to third parties is prohibited. Any and all information available to the PSI is carefully compiled and furnished to members bound by Membership and Service Agreements. The PSI shall not be liable in any way for any consequences resulting therefrom, and the Supplier shall not have the right to make any claims for damages against the PSI. The Supplier shall be solely liable for any and all damages or harm, including the PSI's legal expenses, arising from the Supplier's sharing of the content of this information or its sources, even in part, with any entity receiving this information or any other persons. If the entity or person receiving such information is in a contractual relationship with the PSI, it shall be obliged to furnish the name of the informant to the PSI.
10. Furthermore, the Supplier shall also be liable for culpable or negligent conduct by its agents.
11. The PSI shall not be liable for inaccurate information furnished to the PSI for listings or for any errors. In particular, the Supplier shall not have the right to make any damage claims against the PSI in this respect. The Supplier acknowledges these facts and shall be liable to the PSI for any and all direct and indirect damages arising from the use of documents or information in violation of the terms of the Agreement.
12. The Supplier shall be obliged to furnish to the PSI any and all required information about its current promotional products and any promotional products newly added to its product portfolio. In order to market the Supplier's products, the Supplier shall grant the PSI the unrestricted right to use Supplier product information and images in the context of the services offered by the PSI (Supplier Finder, product verification, Product Finder, PSI Webshop, PSI Data Stream).
13. If the Supplier fails to meet its payment obligations in a timely manner despite having received a reminder, or if the Supplier uses documents for purposes in violation of the Agreement, the PSI shall have the right to terminate the Agreement without notice. Such action shall not affect the PSI's claim to receive compensation for the current year of the Agreement. Likewise, the PSI's right to make additional claims, in particular claims to damages, shall remain unaffected.
14. On the due date, invoices may only be paid by direct debit (within Germany only) or credit card.
15. The PSI shall have the right to change the annual membership fee enumerated in the Membership and Service Agreement by adhering to a notice period of 120 days. In this case, the Supplier shall have the right to terminate the Membership and Service Agreement for good cause effective at the end of the current year of the Agreement by adhering to a notice period of 90 days before the effective date of the fee increase. The termination notice must be submitted in writing.
16. The Supplier's General Terms and Conditions or other contractual stipulations shall not apply.
17. There are no verbal side agreements to the Membership and Service Agreement and/or these General Terms and Conditions. Modifications of or addendums to or the termination of the Membership and Service Agreement and/or these General Terms and Conditions must be made in writing to become effective. This includes modifications of, addendums to or the nullification of this written-form clause itself.
18. The Membership and Service Agreement and these General Terms and Conditions shall be governed exclusively by the laws of the Federal Republic of Germany under exclusion of the UN Convention on Contracts. The place of jurisdiction for disputes arising as a result of or in connection with the Membership and Service Agreement or its implementation and/or these General Terms and Conditions shall exclusively be Düsseldorf in the Federal Republic of Germany.
19. Should individual provisions contained in the Membership and Service Agreement and/or these General Terms and Conditions be or become invalid, the effectiveness of the remaining provisions will remain unaffected. In that case, the Parties agree that any invalid provision shall be replaced by such a valid provision whose effect comes closest to the commercial purpose of the invalid provision.