



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, Johannstr. 1, 40476 Düsseldorf, Germany – hereinafter referred to as PSI – and the PSI member – hereinafter referred to as Distributor – and supplements the provisions of the Membership and Service Agreement.
2. By becoming a PSI member, the Distributor pledges to cooperate with PSI Suppliers in a relationship based on trust and faithful adherence to any and all contractual obligations.
3. The Distributor hereby affirms that the primary commercial purpose of its corporate entity is the distribution of promotional products and other activities directly associated therewith. Further, the Distributor affirms that no shareholdings exist between its corporate entity and other entities, in particular those outside the sector and industrial enterprises. For the duration of the Membership and Service Agreement, the Distributor shall be obliged to inform the PSI immediately and in writing of any changes to the commercial purpose of its corporate entity and of any shareholdings violating the conditions stipulated in Item 3, clause 1 of these General Terms and Conditions. With regard to this stipulation, the PSI reserves the right to terminate the Membership and Service Agreement, if necessary without notice.
4. The Distributor 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. 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 Distributor the right to terminate the Agreement with good cause, if necessary.
6. The Supplier Finder, which is received exclusively as part of the membership, is provided to the Distributor 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. The PSI's right to make additional claims, including claims for damages, shall remain unaffected, and the PSI shall retain the right to terminate the Agreement without notice.
7. The Distributor 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.
8. To the extent that the PSI provides information regarding PSI Suppliers, 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 Distributor shall not have the right to make any claims for damages against the PSI. The Distributor shall be solely liable for any and all damages or harm, including the PSI's legal expenses, arising from the Distributor'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.
9. Furthermore, the Distributor shall also be liable for culpable or negligent conduct by its agents.
10. The PSI shall not be liable for inaccurate information furnished to the PSI for listings or for any errors. In particular, the Distributor shall not have the right to make any damage claims against the PSI in this respect. The Distributor 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.
11. If the Distributor fails to meet its payment obligations in a timely manner despite having received a reminder, or if the Distributor 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.
12. Invoices may only be paid by direct debit (within Germany only) or credit card.
13. 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 Distributor 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.
14. The Distributor's General Terms and Conditions or other contractual stipulations shall not apply.
15. 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.
16. 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.
17. 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.