General Usage Terms for Online Services
cctop: clearing center telecommerce over one pipe

of the stratEDI GmbH, Lusebrink 9, 58285 Gevelsberg

1. Applicability

The company stratEDI provides services for the exchange of EDI messages between business partners in accordance with the following definitions.

The services defined hereafter shall always be performed by stratEDI exclusively according to the following terms. Only the terms of customer registration shall apply additionally. The applicability of any general terms of the customer is expressly excluded.

As regards the handling of personal data, stratEDI GmbH's General Terms and Conditions for Order Processing are valid and can be viewed at the following address:

https://www.cctop.de/dokumente/AGBAV_stratEDI_EN.pdf
https://www.cctop.de/dokumente/Datenschutzhinweise_fuer_Kunden_stratEDI_EN.pdf

2. Contract Conclusion

The contract between stratEDI and the customer shall be concluded by the customer registering at stratEDI's website (https://www.cctop.de/). After registering, the customer will automatically receive an email about his registration. This email shall confirm the conclusion of a contract with the content that stratEDI shall provide the customer with the services he selected, i.e., either data clearing shall be performed using the cctop standard in-house formats or EDI data exchange via WebEDI.

After registration, stratEDI will contact the partners listed by the customer to initiate the EDI connection and, if required, request test data.

3. Services by stratEDI

3.1 General

Via its clearing center cctop, stratEDI allows EDI messages to be exchanged and converted between business partners.

The possibility to exchange electronic data is provided by stratEDI via cctop in two types which the customer must bindingly select during registration: classicEDI or WebEDI.

3.2 classicEDI

Use of cctop for data clearing replaces the so-called classic EDI process. This allows the operation of an own local EDI solution to be omitted.

Instead, the business partner will send the data designated for the cctop (e.g., orders) in EDIFACT format to the cctop server. This data will be converted into the cctop standard in-house format and forwarded to the customer. The same applies vice versa.

Any number of message types (e.g., orders, order confirmations, delivery notes, invoices, sales data, inventory reports, transaction messages, shipping orders, status reports, etc.) are supported.

The requirement is that the customer provides his data in the cctop standard in-house format. stratEDI may, but is not required to, support other formats requested by the customer.

Should the customer wish to communicate with cctop through a different interface, he can request this from stratEDI. stratEDI will send an offer in writing about the assumption/adjustment of the interface. However, this will not create a claim for the implementation of such an interface by stratEDI.

3.3 WebEDI

WebEDI provides an alternative service via cctop. Classical order implementation, i.e., the electronic exchange of orders, delivery notes and invoices is supported.

The customer is provided with the opportunity to log onto the central cctop web server via a simple browser without additional software. After entering his username and password, the customer can read his orders online in a secure area and print them out on paper. They will be processed conventionally, i.e., no change to existing processes is required.

The customer can create electronic delivery notes and invoices through so-called online forms using the turn-around process, i.e., only part of the required information must be provided again. Delivery note and invoice data will be converted to EDIFACT/EANCOM after being provided and sent to the customer's EDI partner.

3.4 No Documentation of Individual Facilities

The customer shall be responsible for ensuring that the transactions performed by him are documented by him. stratEDI is willing to provide support to the customer if required. Such support will be charged according to stratEDI's respective hourly rates. stratEDI may demand appropriate advance payments for the costs of providing such support. The technical installation of the contractual services for the customer, including mappings, implementation rules or the technical processes of data conversion are business secrets of stratEDI and will therefore not be disclosed to the customer under any circumstances.

4. Test Phase

For both types of cctop services, classicEDI and WebEDI, the following shall additionally apply:

After installation of the interface by the customer or receipt by the customer of the declaration that he will use cctop, the communication between the customer and the EDI partner will be tested.

For this, the customer or partner will create real test data which will be transferred to the EDI partner or customer via cctop. The EDI partner will compare the data transmission results together with the customer and report any errors to stratEDI and the customer.

For the duration of the test, the customer must ensure that his data is also transmitted to the EDI partner through ways other than cctop, e.g., by sending written documents. During this test phase, stratEDI shall provide no guarantees for the accuracy, completeness or punctuality of the data transmission.

Once no more errors occur, the customer will approve of the data transmission with the EDI partner to stratEDI. A report via email will suffice. Actual operations will begin at stratEDI following the receipt of the data transmission approval declaration by the customer and the EDI partner.

5. Services by stratEDI

5.1 Availability

stratEDI shall provide cctop services 24 hours a day, 7 days a week, 12 months per year. Excluded are downtimes of 3% per month for required maintenance. stratEDI will generally perform such maintenance between 10 PM and 6 AM.

5.2 Service Limitations

To transfer its data, stratEDI uses a computing center and a provider whom stratEDI commissioned to supply the required transfer technology X.400. stratEDI shall not be responsible for disruptions to the availability of its cctop service for which the computing center and/or provider are responsible.

6. Compensation, Payments

6.1 Compensation

The stratEDI GmbH shall receive compensation for the services listed in No. 3. The rates can be found on https://www.cctop.de/ under 'Pricing.'

6.2 Payment Obligation Commencement

The customer's payment obligations shall begin 6 weeks after registering, irrespective of when he starts his actual operations.

6.3 Additional Services

Services beyond those defined in 6.1 and first and second level support will be charged at cost in 15-minute rates. The customer will be charged for each quarter of an hour that started using the rates of stratEDI's current price list. This can be found on cctop's registration page at (https://www.cctop.de/).

6.4 Invoicing

stratEDI shall send monthly invoices for the services it provided including a copy of the cost determination basis.

Invoices will be sent as paperless PDF files.

Should electronic receipt not be possible, the invoice will be sent via mail for a fee of EUR 3.00.

Invoices are payable within 10 calendar days after the invoice date without deductions.

6.5 Price Increases

stratEDI may raise its prices following an announcement period of 2 months at the beginning of the month. The announcement will be published on cctop's registration page.

7. Treatment of Disruptions, Reaction Time

Should the customer report any errors, stratEDI will begin remedying them within 2 hours and continue to do so during regular hours, Mondays through Fridays from 7:30 AM to 5 PM (except on legal holidays in North Rhine-Westphalia).

8. Liability

In case it should occur that stratEDI has failed to fulfil an obligation, the following shall apply:

8.1

stratEDI accepts liability for damages to an unlimited extent, even for slight negligence, relating to injuries to life, limb or the personal health of its employees and performing and vicarious agents.

stratEDI accepts liability in addition to this in the following extent only:

8.2

The client must guarantee stratEDI GmbH a suitable period, no shorter than three weeks, to rectify the breach of duty. The client can only withdraw from the contract and/or demand restitution after the rectification period has expired without result.

If the client should prove alone or overwhelmingly responsible for circumstances that would justify the termination, or if the situation justifying termination has come into being during a delay in acceptance of the contract caused by the client, termination is impossible.

8.3

If stratEDI GmbH breaches an essential contractual duty, i.e. one such as would render the purpose of the contract impossible to fulfil if not upheld, it accepts liability in cases of intent, gross negligence and slight negligence. In these cases, stratEDI GmbH will pay the

foreseeable and typical contractual damages as of the conclusion of the contract. If stratEDI should act in this case neither with intent nor gross negligence but only with slight negligence, the liability relating to this is limited to €1,000,000 per claim, twice per year. The customer can only claim in each case for damages constituting €5000 or more. Restitution of sums below this limit is impossible.

8.4

stratEDI's liability for malice and as per the Product Liability Law (Produkhaftungsgesetz) remain unchanged.

8.5

The client must accept shared responsibility, e.g., for the inadequate rendering of contributory services (or also for, e.g., inadequate fault notifications, organisational errors and insufficient data protection).stratEDI GmbH only accepts liability for the data replacement if the client has met the ordinary and appropriate data protection requirements and ensured in this way that the data and programs that are made available in a machine-readable format can be reconstructed with acceptable effort. The client is especially obliged to carry out data backup before every one of the previously mentioned work processes and to check the success of these data backups. If the client has failed to do so, then it is duty bound to notify the employee of stratEDI GmbH before the start of any works. If stratEDI employees carry out the data backup and test its success, the costs of this work shall be borne by the client. The costs will be calculated according to the stratEDI GmbH price list valid in this case.

8.6

If the client should prove alone or overwhelmingly responsible for circumstances that would justify a claim for damages against stratEDI, or if the situation justifying damages has come into being during a delay in acceptance of the contract caused by the client, the client's claim for damages is invalid.

9. Duration, Cancellation

9.1 Duration

The contract shall commence for an indefinite time on the date agreed to by the parties.

9.2 Cancellation

The contract may be cancelled by either party in writing at the end of the month following the date of the receipt of the cancellation.

The right of either party to contract cancellation for important reason shall remain unaffected.

For stratEDI, an important reason for cancellation exists if the customer falls behind with his contractual payments in an amount equal to two monthly payments. In such cases, the contractual services shall be suspended after the cancellation enters into effect.
Each cancellation must be issued in writing.

10. Confidentiality, Data Protection

10.1 Confidentiality

stratEDI maintains strict confidentiality over received data. Data must be stored so that no unauthorized access is possible. This shall also apply to stratEDI employees who are not directly charged with handling the data provided by the customer.

10.2 Data protection

stratEGI GmbH complies with data protection prescriptions and obliges its employees to observe data secrecy.

stratEDI GmbH fulfils the requirements of order data processing as per Art. 28 of the GDPR. The concrete measures taken in this regard and client entitlements are laid down in the General Terms and Conditions for Order Processing, obtainable at the following address:

https://www.cctop.de/dokumente/AGBAV_stratEDI_EN.pdf
https://www.cctop.de/dokumente/Datenschutzhinweise_fuer_Kunden_stratEDI_EN.pdf

Inasmuch as stratEDI GmbH makes use in its turn of other contractors, for example data centres, to provide services relating to personal data, stratEDI must place these under the same obligations regarding data secrecy as it has placed itself towards the client through the General Terms and Conditions for Order Processing.

Regular training of employees in data protection law takes place.

11. General

11.1 Written Form

Changes to this contract must be issued in writing. The same shall apply to changes to this written form requirement.

11.2 Severability Clause

Should individual clauses of this contract prove invalid, the invalid clause shall be replaced by a valid clause that most closely approximates the economic aims of the invalid clause. The same shall apply to gaps.

11.3 Place of Fulfillment and Jurisdiction

The place of fulfillment and jurisdiction for any disputes arising from this contract and about its effectiveness shall be Gevelsberg.

11.4 Applicable Law

The law of the Federal Republic of Germany under exclusion of the UN Sales Convention shall apply.

11.5 Transfer

Claims of the customer against stratEDI from this contract may not be transferred without stratEDI's prior written permission. Claims to such permission shall not exist.