

**General using conditions for online services
cctop: clearing center telecommerce over one pipe**

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1. Area of application

The enterprise stratEDI produces services for the exchange of EDI messages between business partners according to the following definitions.

Those services defined below are produced on the part of stratEDI exclusively on the following conditions. Only the conditions of the registration of the customer apply complimentary. The validity of any customer terms and conditions is expressly excluded.

2. Contract conclusion

The contract between stratEDI and the customer comes off by the registration of the customer on the web page of stratEDI (www.cctop.de) effectively. After registration the customer receives an E-Mail automatically about his registration. This E-Mail is the confirmation of the contract conclusion with the contents that stratEDI makes available the chosen service to the customer, i.e. either the data clearing with the cctop standard inhouse formats or EDI data exchange over WebEDI.

After the registration stratEDI will get in contact with the partner indicated by the customer in order to initiate the EDI connection and to request test data if necessary.

3. Services of stratEDI

3.1 General

stratEDI makes possible the exchange and the conversion of EDI messages between business partners over the clearing center cctop.

The possibility for the exchange of electronic data is made possible by stratEDI in the framework of cctop in two kinds, which is selected by the customer during the registration obligatory: classic EDI or WebEDI.

3.2 Classic EDI

The use of cctop as data clearing replaces that to so-called Classic EDI procedure. The operating of an own local EDI solution is void here.

Instead the business partner sends his data (e.g. orders) determined for the cctop customer in EDIFACT format to the cctop server. Here the data will be converted into the cctop standard inhouse format and will be sent to the customer. That also works in reverse direction.

Any message types (like order, order response, despatch advice, invoice, sales data report, inventory report, financial messages, orders for forwarding business, status messages etc.) are supported.

A condition is the use of the cctop standard inhouse format by the customer. stratEDI is authorized but not bound to support other formats wished by the customer.

If the customer wishes the communication with cctop over a differently defined interface he can communicate this to stratEDI. stratEDI will send a written offer for the assumption/adjustment of the interface. A right to a realization of an interface by stratEDI does not exist.

3.3 WebEDI

WebEDI represents a service alternative in the context of cctop. The classical order processing, i.e. the electronic exchange of orders, delivery notes and invoices is supported. The application is certified by GS 1 Germany.

The possibility to log in on the central web server cctop with a simple browser without additional software is offered to the customer. After input of his user name and password the customer can read his orders online in a protected area and print it on paper. These will be processed in a conventional way, i.e. a change of the existing processes is not necessary.

Electronic despatch advices and invoices are created by the customer in so-called online forms by using the turnaround procedure, i.e. only a part of the necessary information must be seized again. Despatch advices and invoices are converted into EDIFACT/EANCOM after data coverage and conveyed to the EDI partner of the customer.

3.4 Archiving of the processed data

stratEDI will archive the data received from the customer, processed by stratEDI and forwarded in sole discretion without approval of a statutory duty as a voluntary supporting service for the customer.

4. Test phase

To both kinds of the cctop service, Classic EDI and WebEDI, apply the following:

After the set-up of the interface by the customer and/or upon entry of the explanation of the customer that he will use cctop, the functioning of the communication between the customer and the EDI partner is tested.

In addition the customer or partner provides real test data, which is passed on over cctop to the EDI partner or the customer. The EDI partner adjusts the result of the data transmission as well as the customer and reports any errors to stratEDI and to the customer.

For the duration of this test the customer has to take care for the fact that his data has to reach the EDI partner on other ways than over cctop, e.g. by transmittal of written documents. stratEDI does not guarantee for the correctness, completeness or timeliness of the data transmission during this test period.

If there aren't any more errors, the customer explains the release of the data traffic with the EDI partner to stratEDI. A message by E-Mail is sufficient. With the entrance of the release message for the data traffic at stratEDI sent by the customer and EDI partner the live operation begins.

5. Service provision by stratEDI

5.1 Availability

stratEDI makes available the cctop service in principle 24 hours a day, 7 days a week, 12 months a year. A down-time of 3% per month for necessary maintenance and service work is excluded. If possible stratEDI will run these work between 10 p.m. and 6 a.m.

5.2 Restrictions for services

stratEDI uses itself a data processing centre for the data transmission and a provider, who provides the necessary transmission technology X.400 for stratEDI. stratEDI is not responsible for interruptions regarding the availability of the cctop services of stratEDI, which originate from the area of responsibility of the data processing centre and/or provider.

6. Remuneration, payment

6.1 Remuneration

stratEDI GmbH gets a remuneration for the services specified at number 3 (services of stratEDI). The tariffs are listed on www.cctop.de at the topic 'prices'.

6.2 Beginning of the obligation to pay

The customer's obligation to pay begins 6 weeks after registration, independent from the start of live operation.

6.3 Additional services

Services which go beyond those at 6.1 defined current services as well as first and second level support will be calculated after expenditure, whereby working units of 15 minutes are accounted for. The customer recompenses each begun quarter of an hour with the rates of the recent valid price list of stratEDI. These can be seen on the registration side of cctop (www.cctop.de).

6.4 Accounting

stratEDI deducts the yielded services monthly and sends an invoice which contains a listing of the underlying calculation.

The invoice is payable within 10 calendar days after invoice date without deduction.

6.5 Price increases

stratEDI is entitled to raise the prices with an announcement period from 2 months at the beginning of the month. The announcement takes place with publication on the registration side from cctop.

7. Treatment of disturbances, response time

If the customer reports arisen errors stratEDI will start with the error correction within 2 hours and will continue these work during the usual working time, Mondays till Fridays 7.30 a.m. - 5 p.m. (except legal holidays in North Rhine-Westphalia).

8. Liability

If stratEDI GmbH has neglected its duty the following applies:

8.1

stratEDI is liable for its employees and vicarious agents for compensation unlimited in amount, even for slight fault in case of injury of lives, bodies or health of persons.

Beyond that stratEDI is liable only to the following extent:

The customer has to grant stratEDI an appropriate amount of time for the removal of the breach of duty, which may not fall below three weeks. Only after the unsuccessful lapse of this time the customer can quit and/or claim compensation.

8.2

The customer can only claim compensation in cases of roughly careless or deliberate breach of duty by stratEDI. The compensation is in any case limited on 100.000,00 €, at most twice a year.

8.3

A claim for compensation by the customer is excluded, if he is alone or predominantly responsible for circumstances which initiate a claim for compensation against stratEDI or if the entitling fact for compensation has occurred during the customer's default of acceptance.

8.4

If the customer is an entrepreneur, the following additionally applies:

The customer can only claim for compensation in cases of roughly careless or deliberate breach of duty by stratEDI. Compensation instead of achievement (in the event of non-fulfilment § 280 subsection 3 in connection with § 281 BGB) as well as the delay damage (§ 280 subsection 2 in connection with § 286 BGB) are limited to the negative interest, compensation in case of not or not as owed yielded achievement (§ 282 BGB) is limited to the triple of the average current monthly payment of the last three months. If the contractual relationship doesn't last as long the last month applies. Compensation instead of achievement with exclusion of the achievement obligation (impossibility) is excluded.

8.5

The liability of stratEDI in case of malice and in accordance with the product liability law remains unaffected.

8.6

The customer has to be taken into account for a contributory fault, e.g. the insufficient contribution of co-operation achievements (among other things also insufficient error messages, organisation errors or insufficient data protection).

stratEDI is liable for data replacement only as far as the customer has taken the usual and appropriate precautions for data protection and has secured the fact that data and programs which are available in machine-readable form can be reconstructed at justifiable expenditure.

9. Running time, notice of cancellation

9.1 Running time

The contract runs for an indefinite time and can be quit by the customer at any time in writing to the end of the following month, starting at the day of the arrival of the notice of cancellation.

9.2 Notice of cancellation

The notice of cancellation has to be made in writing and as a recorded delivery letter.

The right of the parties for the notice of cancellation of the contract for important reason remains unaffected.

9.3 Handling

In case of a notice of cancellation the customer himself has to ensure that the transactions accomplished by him can be documented on his side. A documentation of the completed business transactions or the conversion rules or a disclosure of the technical procedures during the conversion of his data is not owed. As far as that goes it is the know-how of stratEDI, which is published under no circumstances.

10. Secrecy, data protection

stratEDI is obligated to keep the received data top secret. The data has to be kept in a way that each unauthorized access by third-party is inadmissible. That applies also to the access of stratEDI employees who are not working directly on these data handed over by the customer.

All employees of stratEDI are bind to data secrecy.

Regular lessons in the data protection law take place.

11. General information

11.1 Written form

Changes of this contract require written form. That also applies to the change of this requirement for written form.

11.2 Severability clause

If individual clauses of this contract should be or become ineffective, the ineffective clause should be replaced by an effective one which comes next to the economic purpose of the ineffective clause. That applies also to the filling of gaps.

11.3 Place of fulfilment and area of jurisdiction

Place of fulfilment and area of jurisdiction for all disputes from this contract as well as for disputes on the effectiveness of this contract is Gevelsberg.

11.4 Applicable right

The right of the Federal Republic of Germany applies with the exclusion of the UN sales law.

11.5 Transfer

A transfer of the requirements of the customer against stratEDI out of this contract is inadmissible without previous written agreement by stratEDI. A requirement on the agreement does not exist.