

Innova Connect - General terms of service

Article 1. Definitions

1. Contractor: Innova Connect, registered at the Chamber of Commerce under number 60339888.
2. Client: the natural or legal person on whose behalf services are provided and / or work is being performed and / or goods are delivered.
3. Agreement: the agreement concluded between the Contractor and the Client with regard to the provision of services and / or the performing work and / or delivering goods.

Article 2. General

1. The Agreement is formed by the present general terms and conditions together with the information provided by the Client and Contractor signed order confirmation.
2. These general terms and conditions apply to every offer, quotation and Agreement between the Contractor and Client, insofar as parties have not explicitly deviated from these conditions.
3. The applicability of any purchasing and / or other conditions of the Client is expressly rejected.
4. If one or more provisions of these general terms and conditions at any time become wholly or partially by the court destroyed or declared void, this does not affect the effect of the other provisions.

Article 3. Offers and offers

1. All quotations and offers from the Contractor are free of obligation, unless there is a term for acceptance in the quotation or offer asked. If no acceptance period has been set, no rights whatsoever can be derived from the quotation or offer.
2. Offers made by the Contractor are based on the information provided by the Client. Client guarantees that he / she has provided all essential information for design, execution and completion of the assignment promptly and truthfully to Contractor.
3. The Contractor cannot be held to a quote or offer if the Client can reasonably understand that (a part of) the quotation and offer contains an obvious mistake or error.
4. A composite quotation and offer does not oblige Contractor to execute part of the quotation and offer at a corresponding part of the stated price.
5. Offers and offers do not automatically apply to future orders.

Article 4. Prices

1. All prices are in euros, excluding VAT and other government levies and possibly within the framework of the Agreement costs to be incurred such as travel and other (in) costs, including but not limited to declarations from engaged third parties. The aforementioned costs are for the account of the Client.

2. If the Contractor agrees a fixed price with the Client, the Contractor is entitled to increase this price, without the Client being entitled in that case to terminate the Agreement for that reason, if the price increase arises from a power or obligation under the law or regulations or is caused by an increase of cost-determining factors such as the price of raw materials, wages, etc. or on other grounds that correspond when entering into the agreement were not reasonably foreseeable.

3. If the price increase other than as a result of a change to the Agreement exceeds 10%, the Client will have it right to cancel the Agreement, provided that this is done in writing within 14 days of receiving the adjusted price, unless Contractor is still willing to execute the Agreement on the basis of the originally agreed upon price increase arises from a power or an obligation resting on the Contractor by virtue of the law or if it is stipulated that the delivery will take place longer than three months after the Agreement.

4. A cancellation as stated in the previous paragraph does not entitle the Client to compensation for any damage. In the event the Client cancels the agreement, the Contractor is entitled to charge him / her already incurred costs to the Client.

Article 5. Agreement

1. The Agreement applies as concluded from the day of signature by the Client or the day of dispatch of the written order confirmation by the Contractor to the Client.

2. The Agreement is entered into for an indefinite period of time, unless the content, nature or scope of the Agreement dictates that it has been entered into for a definite period.

Article 6. Execution of the Agreement

1. The Contractor takes the care of a good Contractor into account when carrying out his / her work.

2. The Contractor undertakes a best efforts obligation with the Agreement and therefore gives no guarantee regarding the results of the assignment, unless explicitly stated otherwise.

3. The Contractor has the right to involve third parties if this is required for a proper execution of the Agreement. The Contractor will only proceed to do this after consultation with the Client.

4. The applicability of articles 7: 404, 7: 407 paragraph 2 and 7: 409 of the Dutch Civil Code is expressly excluded.

5. If within the duration of the assignment a period has been agreed for the completion of certain activities, then this is never a strict deadline for the Contractor. If the performance period is exceeded, the Client will serve as the Contractor to give written notice of default.

Article 7. Change in the assignment

1. Changes to the Agreement by the Client that could not be foreseen by the Contractor and cause additional work, will be charged by the Contractor to the Client in accordance with the rate agreed in the Agreement. This is also the case if, as a result of the provision of incorrect or incomplete data by the Client, the Contractor needs to organize the planned work again. The contractor is entitled to charge the costs for additional work on the basis of recalculation.

2. Any changes to the execution of the Agreement that are required by the Client after the assignment has been given, need to be made in time and in writing by the Client. A change or addition to the Agreement only applies if it has been accepted by both the Contractor and the Client (preferably in writing).

3. Changes made to an assignment that has already been issued may result in the original agreed delivery time by Contractor being exceeded.

Article 8. Client cooperation

1. Client will always provide, both solicited and unsolicited, all relevant information to Contractor that he / she needs for a correct execution of the assignment given to him / her.

2. If data necessary for the execution of the agreed assignment is not, not in time or not in accordance with the information made agreements have been made available by the Client, or if the Client is not otherwise provided to his / her (information) has fulfilled its obligations, the Contractor is authorized to suspend the performance of the Agreement.

3. In order to ensure that the execution of the assignment runs smoothly and as far as possible according to the timetable, the Client will appoint employees on time available from his / her own organization, unless the nature of the assignment dictates otherwise. Client must take care of it to ensure that his / her staff have the right skills and experience to perform the work.

4. If and insofar as the Contractor so requests, the Client will provide the Contractor free of charge at his / her location with a workspace with telephone connection and and / or data network connection, unless the nature of the assignment dictates otherwise.

5. If, as a result of the failure, timely or improper provision of personnel, requested data, documents and facilities by the Client, additional costs arise for the Contractor, these costs will be borne by Client.

Article 9. Delivery and completion

1. The Contractor is entitled to execute the Agreement in different phases and to separate the part thus executed invoices.

Article 10. Retention of title

1. All goods delivered by the Contractor remain the property of the Contractor until the Client has satisfied his / her (payment) obligations towards the Contractor.

2. Items that fall under the retention of title may not be resold and may not be used as payment. Also is Client is not authorized to pledge or encumber the goods that are subject to retention of title in any other way.

Article 11. Cancellation

1. If the Client proceeds to premature termination, the Contractor has a reasonable right to compensation, due to occupancy loss, unless there has been a breach of contract on the part of the Contractor. A starting point for the aforementioned compensation is the lost income on the basis of the agreed assignment agreement or the until then average monthly declaration amount. The preliminary results of the work done so far will be provisionally made available to the Client.

2. In the event that the Client wishes to terminate the agreement on the grounds of non-performance by the Contractor, this will be in advance announced by the Client and the Contractor is given 30 days to repair.

3. In the event that one of the parties is in a state of bankruptcy, applies for a moratorium on payments or ceases operations, the other party has the right to prematurely terminate the Agreement without observing a cancellation period.

4. In the event of premature termination by the Contractor, the Client is entitled to the Contractor's cooperation with regard to the transfer of work to be done to third parties. If the transfer of the work results in additional costs for the Contractor, these will be charged to the Client.

Article 12. Termination and / or suspension authority

1. The Contractor is entitled to suspend compliance with his / her obligations or to terminate the Agreement if:

a. The Client does not, not fully or not timely fulfill the obligations arising from the Agreement or the Contractor has good grounds to fear that the Client will fail to meet those obligations;

b. At the conclusion of the Agreement, the Client has been requested to provide security for the satisfaction of his / her obligations under the Agreement and this security is not provided or is insufficient;

c. there is (an application for) liquidation of the Client, a suspension of payment has been granted to the Client, Client is declared bankrupt, the Debt Management Natural Persons Act on Client of has been declared applicable or under the guardianship of the Client, the Client has the free disposal of his / her assets or loses income in whole or in part, the Client sells his / her company or if its assets are seized and this is been lifted within 3 months.

2. The Contractor is furthermore entitled to terminate the Agreement if circumstances arise of such a nature that fulfillment of the Agreement is impossible or if other circumstances arise that are of such a nature that unchanged maintenance of the Agreement cannot reasonably be expected of the Contractor.

3. If the Contractor proceeds to suspension or dissolution, it is in no way obliged to pay compensation for damage or loss costs thereby arise in any way.

4. If the Contractor decides to terminate the Agreement, the Contractor's claims are against the Client immediately claimable.

5. If the termination is attributable to the Client or the Contractor must suspend the performance of the Agreement as stated in this article and / or under article 8.2 of these general terms and conditions, the Client is obliged to compensate the Contractor for direct and indirect damage and costs.

6. The Contractor may at all times demand further security, in the absence of which the Contractor may suspend implementation of the Agreement. If this requirement is not met to the satisfaction of the Contractor, the Contractor will be entitled to suspend or refuse the execution of all Agreements with the Client, without being obliged to pay any compensation and without even renouncing his / her other rights under this Agreement or the law.

Article 13. Payment conditions

1. Payment will be made within 14 days after the invoice date in a manner to be indicated by the Contractor in euros, unless explicitly agreed otherwise.
2. If the Client fails to pay on time, he / she will be in default by operation of law and the Client will be due the legal (trade) interest. Client then owes interest for each month, or part of the month, whereby a part of the month is considered the entire month. The interest on the claimable amount will be calculated from the moment that the Client is in default until the moment that the full amount is paid.
3. From the moment that the Client is in default, the Client is also obliged to make compensation for all (extra) judicial costs and execution costs related to the collection of the invoiced amounts. The extrajudicial costs are set at 15% of the principal, with a minimum of € 40.00 excluding VAT, unless the law provides otherwise.
4. Payments will firstly be applied to reduce the costs, then to the interest due and finally to reduction of the principal and the current interest.
5. The Contractor may, without being in default as a result, refuse an offer for payment if the Client has another order for the allocation of the payment. The contractor may refuse full repayment of the principal sum if the open and accrued interest and collection costs are not also paid.
6. Complaints concerning the amount of the invoice must be submitted in writing within 8 days after the invoice date. After that period complaints will no longer be processed and the right to complaints for Client will lapse. Client is never entitled to set off what it owes to the Contractor.

Article 14. Complaints and investigation

1. If the Client has not discovered or should have discovered a defect in the performance of the Contractor within 8 days after he / she has discovered a defect discover written complaints to the Contractor, the Client can no longer rely on this defect.
2. Client does not have the right to suspend his / her (payment) obligations, if Client believes that he has any rights to have advertising.
3. The Client must give the Contractor the opportunity to investigate a complaint or have it investigated.
4. In the event of well-founded and timely complaints, the Contractor will at its option either repair the goods delivered or replace them against return of the originally delivered goods, either a replacement fee to be paid to the Client or a credit the proportionate part of the invoice.
5. If it is established that a complaint is unfounded, the costs incurred by the Contractor in this regard will be integral for the account of the Client.

Article 15. Force majeure

1. If the Contractor is unable to, or not timely, or properly fulfill his / her obligations under the Agreement as a result of a causes that are not attributable to him / her, the Agreement will be suspended until the moment that the Contractor is again capable of complying with the Agreement. Force majeure is in any case understood to mean illness on the part of the Contractor.

2. If the period in which fulfillment of the Contractor's obligations is not possible due to force majeure lasts longer than two months, the parties are entitled to dissolve the Agreement without any right of the Client to compensation. What has already been performed under the Agreement will then be settled proportionally.

Article 16. Liability

1. The Contractor is not liable for damage of any nature whatsoever caused incorrect and / or incomplete information provided on behalf of the Client.

2. If the Contractor should be liable for any damage, then the Contractor's liability is limited to at most the claim amount, at least up to that part of the amount to which the liability relates.

3. The liability of the Contractor is always limited to a maximum of once the invoice value of the order, at least up to that part of the order to which the liability relates, with a maximum of € 250,000.

4. The contractor is only liable for direct damage.

5. Direct damage is exclusively understood to mean the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to have the Contractor's defective performance comply with the agreement, insofar as it is attributed to the Contractor, and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that this costs have led to limitation of direct damage as referred to in these general terms and conditions.

6. Contractor is never liable for indirect damage, including consequential damage, lost profit, lost savings and damage due to business interruption.

7. Any claims by the Client against the Contractor expire after a period of one year after the termination of the contract.

8. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence of the Contractor.

Article 17. Confidentiality

1. Client and Contractor undertake to maintain the confidentiality of all confidential information that they obtain from one another or from another source in the context of this Agreement. Information is considered confidential if this is reported by the other party or if this results from the nature of the information.

2. If the Contractor is bound by a legal provision or a court decision, confidential information must be met by to provide third parties designated by law or competent court and the Contractor cannot rely on a third party right of non-disclosure, then the Contractor is not obliged to pay compensation or compensation and the Client is not entitled to dissolve the order on the basis of any damage caused by this.

3. The Client and the Contractor will impose their obligations under this article on third parties who may be involved to provide services.

Article 18. Intellectual property

1. All documents, models, works and / or inventions developed by the Contractor for the Client are and remain the property of the Contractor. This also includes all intellectual property rights, including but not for that purpose limited copyrights, design rights and / or patent rights.

2. All documents provided by the Contractor on behalf of the Client, such as reports, computer programs, system designs, working methods, advice and contracts can be used by the Client and can be multiplied by Client for own use in the own organization. Documents provided by the Contractor to the Client cannot be made public, reproduced, or brought to the knowledge of third parties without prior written permission from Contractor, unless the nature of the documents provided indicates otherwise.

Article 19. Third party indemnification

1. The Client indemnifies the Contractor against possible claims from third parties that may suffer damage, as a result of the implementation of the Agreement and whose cause is attributable to others than the Contractor.

2. The Client is obliged to assist the Contractor both in and out of court if the Contractor is called upon on the basis of the first paragraph of this article and without delay all that may be expected of him / her in that case. If the Client fails to take adequate measures, then the Contractor is entitled, without proof of default to do so. All costs and damage on the part of the Contractor and third parties that arise as a result are integrally on the account and risk of the Client.

Article 20. Expiry period

1. Contrary to the statutory limitation periods, the limitation period for all claims and defenses of the Client is one year to the Contractor.

Article 21. Contract transfer

1. Client is not entitled to transfer any obligation from the Agreement without written permission from Contractor to third parties. Insofar as the Contractor may have already given written permission for a contract transfer, Client remains at all times, in addition to this third party, responsible for the obligations following from the Agreement of which these general terms of service constitute a part.

2. Furthermore, insofar as the Contractor may have already given written permission for a contract to be taken, the Client must inform the Contractor of this in advance and the Contractor has the right to terminate the Agreement on the date on which the transfer will take place. The Contractor is not obliged to pay any compensation.

Article 22. Applicable law

1. All Agreements between the Contractor and the Client are exclusively governed by Dutch law.

2. The applicability of the Vienna Sales Convention is excluded.

3. Without prejudice to the Contractor's right to submit a dispute to the competent court according to the law, disputes between parties are initially presented to the competent court in the location of the Contractor, unless the law prescribes otherwise.