

Terms and Conditions

TERMS AND CONDITIONS NOVOSERVE B.V. - VERSION 02-11-2018

- These general terms and conditions apply to all legal relationships between NovoServe B.V. (hereinafter: “NovoServe”) and its Contract Party.
- NovoServe explicitly rejects the applicability of the Contract Party’s general terms and conditions.
- The Contract Party shall pay all invoices on time and waives the right to suspension, set-off and suspension for set-off.
- NovoServe’s total liability, for whatever reason, is always limited to at most the monthly amount NovoServe invoices to the Contract Party. If NovoServe does not invoice the Contract Party monthly, NovoServe’s liability is limited to the invoice amount of the relevant transaction or agreement. NovoServe’s total liability shall never amount to more than EUR 10,000.00.
- NovoServe is not liable for any indirect damage and consequential damage such as, for example, lost turnover or profits and damage as a result of business interruptions.
- If NovoServe uses a third party, NovoServe shall not be liable for any shortcomings of this third party.
- If NovoServe delivers goods to the Contract Party, the ownership of these goods transfers to the Contract Party as soon as all delivered goods are paid in full.
- The legal relationships between NovoServe and the Contract Party are governed by Dutch law. Only the competent court of Gelderland, sitting at Arnhem, has jurisdiction over any disputes between NovoServe and the Contract Party.
- NovoServe will use the annual Dutch CBS, for annual price indexation.

