

General Terms and Conditions - Noldix Technologies

Article 1: Definitions

In these General Terms and Conditions, the following terms are used with the meanings ascribed to them:

1. **Noldix Technologies:** The trade name of the company located in Leidschendam, Netherlands, registered with the Chamber of Commerce under number 91281717 and with VAT number NL004879202B28.
2. **Client:** Any natural person or legal entity who enters into an agreement with Noldix Technologies or wishes to do so.
3. **Products:** All software products provided by Noldix Technologies.
4. **Services:** All services, including activities as a software engineer, offered by Noldix Technologies.
5. **Agreement:** Any arrangement or agreement between Noldix Technologies and the Client, of which these General Terms and Conditions form an integral part.

Article 2: Applicability

These General Terms and Conditions apply to all quotes, agreements, and deliveries of products or services by Noldix Technologies, unless expressly agreed otherwise in writing.

1. These conditions also apply to agreements with Noldix Technologies, for the execution of which third parties must be involved.
2. Any deviations from these General Terms and Conditions are only valid if they have been expressly agreed upon in writing.
3. If specific product or service conditions are also applicable in addition to these General Terms and Conditions, those conditions also apply, and in the event of conflicting conditions, the client has the right to rely on the applicable provision that is most favorable to them.

Article 3: Quotes and Formation of Agreements

Quotes from Noldix Technologies are non-binding and valid for a maximum period of one month, unless otherwise indicated on the quote.

1. An agreement is established at the moment a client accepts a quote from Noldix Technologies, either in writing or via electronic means.
2. Noldix Technologies reserves the right to modify or withdraw quotes if circumstances require it.
3. The specifications of the products or services to be delivered are detailed in the quote. It is the client's responsibility to carefully check these specifications and clarify any ambiguities before accepting the quote.

Article 4: Prices and Payment Terms

All prices are expressed in euros and are exclusive of VAT and other government levies, unless otherwise stated.

1. Payments must be made within 30 days of the invoice date, unless otherwise agreed.
2. In case of late payment, Noldix Technologies reserves the right to suspend the delivery of products or services and/or charge additional costs, including interest and collection costs.
3. Pricing can be a fixed amount or an hourly rate, as specified in the quote. Any additional costs or changes in pricing will be agreed upon with the client prior to the execution of the order.

Article 5: Confidentiality and Data Protection

Noldix Technologies commits to treating all confidential information and personal data exchanged during the execution of agreements with strict confidentiality.

1. All personal data are processed in accordance with applicable privacy legislation, including the General Data Protection Regulation (GDPR).
2. Clients have the right to access, correct, and delete their personal data.
3. Noldix Technologies takes appropriate technical and organizational measures to ensure the security and confidentiality of the processed data.
4. In the event of a data breach, we will immediately take the necessary steps and inform the concerned parties in accordance with legal requirements.

Article 6: Delivery and Execution

Delivery of products and services will take place according to the specifications and within the timeframes agreed upon in the quote.

1. In case of delay in delivery or execution, Noldix Technologies will inform the client as soon as possible.
2. Noldix Technologies is not liable for delays caused by circumstances beyond our control.
3. We reserve the right to perform partial deliveries, depending on the nature of the project and the agreed terms.

Article 7: Liability and Warranty

Noldix Technologies provides a warranty on the delivered products and services in accordance with the specifications in the quote and applicable legal provisions.

1. In case of defects or non-conformity, the client must inform Noldix Technologies within a reasonable period after discovery.
2. The liability of Noldix Technologies is limited to direct damage and to the amount covered by our insurance.
3. We are not liable for indirect damages, such as lost profits or damages due to business interruption.
4. This limitation of liability does not apply in the case of intent or gross negligence on our part.

Article 8: Final Provisions

These General Terms and Conditions may be amended by Noldix Technologies, with the most current version always available on our website.

1. Changes are effective from the time of publication, unless stated otherwise.
2. In case of disputes, the courts of the Netherlands are competent, and disputes will be settled according to Dutch law.
3. If a provision in these General Terms and Conditions is declared void or unenforceable, the remaining provisions remain in force.
4. For questions or comments about these General Terms and Conditions, please contact Noldix Technologies at info@noldix.com.

Last updated on: 1st December 2023