General terms and conditions Now-Next

For consultancy, reviews, custom development and other assignments carried out by Now-Next for businesses. Now-Next is the trade name of Chris van Eijk (sole proprietorship), Parkweg 208, 2271 BE Voorburg, the Netherlands, Chamber of Commerce (KvK) 72975652, VAT NL002193570B62, info@now-next.nl. These terms are also published at now-next.nl/en/terms and can be downloaded and stored. This is a translation; the Dutch version at now-next.nl/voorwaarden prevails.

1 Scope

1.1 These terms apply to every proposal made by Now-Next and to every assignment that follows from it. The client is a business or organisation acting in the course of a trade or profession. Now-Next does not take on assignments for consumers under these terms.

1.2 They do not apply to the use of Now-Next's software products (such as booxx and Pilot-Next), which have their own terms.

1.3 The client's general terms, such as purchasing conditions, do not apply. Now-Next expressly rejects them.

1.4 The proposal takes precedence over these terms. Deviating arrangements are agreed in writing; an e-mail is sufficient.

2 Proposal and assignment

2.1 A proposal is valid until the date stated in it, or otherwise for 30 days.

2.2 The assignment is formed when the client accepts the proposal, by e-mail or otherwise, or when Now-Next starts the work with the client's consent.

2.3 Now-Next is not bound by an obvious mistake or typing error in a proposal.

3 How we work

3.1 Now-Next carries out the assignment carefully and to the best of its ability. This is an obligation of effort, not of result, unless the proposal expressly promises a result.

3.2 Advice or a review covers what the client shows us. It is not an audit, penetration test or certification, and it is not legal, tax or accounting advice. Choices and responsibility for the design, the software and the business remain with the client.

3.3 The client provides the information, access and answers needed, on time, and is responsible for their accuracy. If they arrive late or differ, deadlines move accordingly and Now-Next may charge for the extra time.

3.4 A date or deadline in a proposal is an estimate, not a strict deadline. If it is at risk, Now-Next will say so and the parties agree a new date. Now-Next is only in default after written notice giving a reasonable period to perform.

3.5 Now-Next decides who does the work and with which tools and software. Now-Next may engage others, under the same confidentiality (article 6). Now-Next remains responsible for the result.

4 Additional work

4.1 Now-Next only carries out work outside the proposal after the client's prior approval, with a price or a maximum number of hours.

4.2 Additional work is charged at the hourly rate in the proposal or, if none is stated, at Now-Next's hourly rate at that time.

5 Price and payment

5.1 All amounts exclude VAT. A fixed price is fixed; work on an hourly basis is charged for the time spent.

5.2 Now-Next invoices at the moment stated in the proposal, or otherwise on delivery. Work on an hourly basis is invoiced monthly.

5.3 Payment is due within 14 days of the invoice date. The client raises any objection to an invoice within that period, stating the reason.

5.4 If payment is late, the client owes statutory commercial interest without a reminder (article 6:119a Dutch Civil Code), and after a reminder also the reasonable costs of collection (article 6:96 Dutch Civil Code). Now-Next may suspend the work while a due invoice remains unpaid.

6 Confidentiality

6.1 Each party keeps confidential what it receives from the other and understands to be confidential, also after the assignment ends. This does not apply to information that is already public, that a party already lawfully had, or that the law or a court requires to be disclosed.

6.2 Now-Next uses the client's materials only for the assignment and deletes them within three months of completion, or earlier on request. What Now-Next is legally required to keep, such as invoices and the agreement itself, is kept for as long as required.

6.3 Now-Next may continue to use general knowledge and experience, including in articles and for other clients. The client's name, design and data are only mentioned or shown with the client's consent.

7 Rights in the result

7.1 After payment, the client may use a report, advice or other result without restriction within its own business. It may show it to its customers, advisers and regulators, but they cannot derive any rights from it against Now-Next.

7.2 For custom work made specifically for the client, the proposal states whether the rights transfer to the client after full payment, or whether the client receives a perpetual right to use it. If nothing is stated, the client receives after payment a perpetual, non-exclusive right to use, modify and have modified the work for its own business. In case of a transfer, Now-Next will cooperate in executing the required deed (article 2(3) Dutch Copyright Act).

7.3 What Now-Next already had or creates independently of the assignment, such as its own components, methods, templates and know-how, remains Now-Next's. The client receives a perpetual right to use it as part of its result. Open-source software is subject to its own licences.

8 Personal data

8.1 For most assignments Now-Next does not need any personal data of the client, and Now-Next is then not a processor. The client does not send such data. If it is included anyway, Now-Next deletes it and informs the client.

8.2 If an assignment does require Now-Next to process personal data, the parties first conclude a data processing agreement (article 28 GDPR).

8.3 How Now-Next handles the client's contact details is described in the privacy statement at now-next.nl.

9 Liability

9.1 If Now-Next is liable, its liability is limited to the amount Now-Next has invoiced for the assignment, excluding VAT. For an assignment running longer than six months: the amount invoiced over the last six months.

9.2 Now-Next is not liable for indirect damage, such as consequential loss, loss of revenue or profit, loss of data, or damage suffered by the client's customers or other third parties.

9.3 These limitations do not apply in case of intent or deliberate recklessness on the part of Now-Next.

9.4 The client reports damage as soon as possible, and no later than twelve months after it knew or could have known of it. After that, the right to compensation lapses.

9.5 If the client uses a result towards third parties, it ensures that those third parties do not rely on that result against Now-Next, and it compensates Now-Next for what Now-Next has to pay as a result of such reliance, except in case of intent or deliberate recklessness on the part of Now-Next.

10 Complaints and remedy

10.1 If the client is not satisfied with the result, it reports this within 30 days of delivery, as specifically as possible.

10.2 Now-Next first gets the opportunity to correct or complete the work, at no extra cost if the result did not meet what was agreed.

11 Termination

11.1 The client may terminate the assignment at any time (article 7:408 Dutch Civil Code). It then pays for the work already done at the hourly rate in the proposal, capped at the fixed price if there is one, plus costs already incurred.

11.2 Now-Next may terminate the assignment for compelling reasons, or if the client fails to pay or cooperate after a reminder. Work already done is then settled as in 11.1.

11.3 Provisions that by their nature survive termination, such as confidentiality, liability and the choice of law and forum, remain in force.

12 Force majeure

12.1 If Now-Next is temporarily unable to deliver due to a cause beyond its control, such as illness, a supplier outage or an internet failure, deadlines are postponed. If this lasts longer than 60 days, either party may end the assignment; work already done is settled as in 11.1.

13 Changes to these terms

13.1 Now-Next may change these terms. A new version applies to new proposals; it applies to an ongoing assignment only if the client agrees.

14 Governing law and disputes

14.1 Every proposal and assignment is governed by Dutch law.

14.2 The parties first try to resolve a dispute together. If that fails, the District Court of The Hague (rechtbank Den Haag) decides.

14.3 If a provision is invalid, the others remain in force, and a valid provision that comes as close as possible to the original intent applies instead.

14.4 These terms exist in Dutch and English. In case of any difference, the Dutch text prevails.