

Terms and Conditions
NB DynamicX

1. NB DynamicX is a proprietorship under Dutch law, registered with the Chamber of Commerce under number 93904649 ("**NBDynamicx**").
2. These general terms and conditions apply to all services and/or activities performed by or on behalf of NBDynamicx and to all related assignments given to NBDynamicx. These general terms and conditions, including but not limited to the limitation of liability, also apply to all services and/or activities performed by or on behalf of NBDynamicx, including by Nathalie Brabers and other employees who work for the NBDynamicx. Applicability of general terms and conditions used by the customer is hereby excluded.
3. Nathalie Brabers and all (former) employees and others who in any way work for, are employed by or were associated with NBDynamicx and their heirs may invoke these general terms and conditions, including but not limited to the limitation of liability. Any reference to NBDynamicx in these general terms and conditions shall also be deemed to be a reference to the relevant persons for this purpose. To the extent necessary, this article shall be deemed to be a third-party clause in the sense of article 6:253 of the Dutch Civil Code for the benefit of the aforementioned persons and or legal entities, which clause shall be accepted by NBDynamicx on behalf of these persons.
4. All assignments from customers are considered by NBDynamicx as exclusively given to her, even if it is the explicit or tacit intention that an assignment is to be carried out by a specific person. The applicability of articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is hereby excluded.
5. The execution of assignments given to NBDynamicx shall be done exclusively for the benefit of the customer. Unless NBDynamicx has given its prior written consent, advice given by NBDynamicx to the customer shall not be provided to third parties or made available for inspection. Third parties may not rely on the execution of work performed for the customer.
6. If, during the execution of an assignment of a customer, an event occurs (including an omission), which leads to liability on any account, such liability shall be limited to the lower of (a) the total amount invoiced to the customer in the financial year during which the event or omission occurred; and (b) the amount which is recoverable under the professional liability insurance of NBDynamicx, including the excess borne by NBDynamicx in connection with such insurance. Information regarding the professional liability insurance is available upon request. Claims for compensation of damage will expire one year after the date on which the customer became aware of the damage and the liability of NBDynamicx therefore.
7. NBDynamicx is, with the customer's prior written approval (email suffices), authorized to obtain services from a third party in connection with its services. The costs that are in any way related to the work performed for the customer by the aforementioned third party will be charged to the customer. It is possible that such contractors may wish to limit their liability in connection therewith. NBDynamicx assumes, and insofar as is necessary hereby stipulates, that all the assignments given by customers to NBDynamicx include the authority to accept such limitation of liability on the behalf of those customers. NBDynamicx shall not be liable in any way for failures or wrongful acts made by these third parties.
8. The customer will indemnify NBDynamicx against all claims of third parties, including the costs of legal assistance, that are in any way related to the activities performed for the customer, unless such claims result from gross negligence or wilful misconduct on the part of NBDynamicx.
9. Any complaint regarding the services of NBDynamicx can be sent to nathalie@nbdynamicx.com.
10. The legal relationship between NBDynamicx and its customers shall be governed by Dutch law. Only the courts in Amsterdam, the Netherlands, shall have exclusive jurisdiction over any dispute that may arise between NBDynamicx and a customer.
11. Not only NBDynamicx, but all natural persons or legal entities engaged in the execution of any assignment of a customer may rely on these general terms and conditions.
12. These general terms and conditions also apply to additional assignments and follow-up assignments from customers. These general terms and conditions have been drawn up in English.