

Terms of Trade:

1. Our terms of payment are strictly 20th of the month following receipt of invoice. Overdue accounts may attract an interest charge at a rate equal to 2% per month above the current prevailing bank lending rate. If any payment is overdue or a cheque given by the Client is unpaid and a Solicitor or Debt Collector is instructed by Novel Ways Ltd to obtain payment then the Client shall pay in full the Solicitor's or Debt Collector's fees and disbursements.
2. Goods and Services supplied remain the property of Novel Ways Ltd until they are paid for in full.
3. Should there be any Invoice queries, these should be addressed to "Accounts Receivable" at Novel Ways (0064 7) 856-6270. No claims will be honoured unless they are made prior to the Invoice "Due Date."
4. All unique Design Rights will be handed over to the Client when final payment has been received upon completion of the Project. Note that for some projects, in-house code libraries and know-how will form part of the design work. Issues around this can be discussed on a case-by-case basis.
5. Novel Ways' total liability to the Client under this Agreement shall be limited to the total amount invoiced for this Project.
6. To the extent permitted by law, Novel Ways shall not be liable to the Client for any indirect, incidental, special or consequential loss or damage, or loss of revenues, profits, goodwill or loss of opportunity, whether arising from or in relation to breach of contract, negligence or any other tort, in equity or otherwise and whether or not Novel Ways was aware or ought reasonably to have been aware of the possibility of such loss or damage.
7. Novel Ways strongly recommends the creation of beta versions and careful testing of all design aspects prior to the commissioning of any tooling for volume production. Novel Ways accepts no responsibility for any future costs of modifying externally produced tooling or associated production costs, as these are outside our control or brief.
8. Should the Project Brief change prior to, or during the course of engaging Novel Ways' services, Novel Ways reserves the right to review the fees estimated in this Agreement.
9. The Client's acceptance of this estimate and engaging of Novel Ways' services is deemed as being the acceptance of Novel Ways' Terms of Trade.