TERMS AND CONDITIONS OF SALE ADOPTAI

Last update: 01-01-2026

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1. SCOPE AND DEFINITIONS

1.1 Scope of application

1.1.1 These terms and conditions of sale (the "**Terms and Conditions of Sale**") apply to all sales, deliveries and services provided by:

AdoptAI
Registered office: Dr. Willem Meersstraat 19, B-3730 Bilzen-Hoeselt
Company number: **BE1024.331.381**

E-mail: info@adoptai.be
Website: www.adoptai.be

1.1.2 These Terms of Sale form an integral part of AdoptAI's Terms and Conditions. In the event of any conflict, these Terms and Conditions of Sale shall prevail as far as the sales process is concerned.

1.1.3 By placing an order, the Client expressly accepts these Terms and Conditions of Sale and the General Terms and Conditions.

1.2 Definitions

In addition to the definitions in the General Terms and Conditions, the following additional definitions apply:

"**Subscription**" means a time-limited right to access and use a Software Solution.

"**Order**" means any order placed by Customer for Products and/or Services.

"**Consultancy Services**" means consulting, implementation, configuration, and training services provided by AdoptAI.

"**Effective Date**" means the date on which the Agreement becomes effective, being the earlier of (i) the date of Client's signing of the Quote, or (ii) the date on which AdoptAI receives the first payment.

"**Delivery Date**" means the date on which the Products or Services are delivered or made available.

"**Products**" means all software subscriptions, licenses, and related products sold by AdoptAI.

"**Software Solution**" means the LegalFly Solution and/or other software distributed or developed by AdoptAI.

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2. OFFERS AND QUOTATIONS

2.1 Validity of offers

2.1.1 All quotations issued by AdoptAI are non-binding and revocable until the moment of acceptance by the Customer.

2.1.2 Quotations are valid for thirty (30) calendar days from the quotation date, unless expressly stated otherwise.

2.1.3 After the expiry of the validity period, the quotation will automatically expire without the need for AdoptAI to notify you.

2.2 Content of quotations

2.2.1 Each quotation shall contain at least:

- Description of the Products and/or Services offered;
- Prices excluding VAT;
- Payment terms;
- Term of the Subscription (if applicable);
- Number of End Users (if applicable).

2.2.2 Obvious mistakes, clerical errors or printing errors in quotations are not binding on AdoptAI.

2.3 Obligation to inform Customer

2.3.1 The Client is responsible for the accuracy and completeness of all information provided by it on which the offer is based.

2.3.2 If the information provided turns out to be incorrect or incomplete, AdoptAI reserves the right to modify or withdraw the quote.

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3. CONCLUSION OF THE AGREEMENT

3.1 Acceptance

3.1.1 The Agreement is concluded at the time when:

(a) The Client accepts the quotation in writing (including by e-mail); or

(b) The Customer places an Order through the website or other sales channels; or

(c) AdoptAI receives the Customer's initial payment; or

(d) AdoptAI actually commences the execution of the Order with the consent of the Customer.

3.1.2 An acceptance that deviates from the quotation is considered a new offer and does not bind AdoptAI.

3.2 Order confirmation

3.2.1 Upon acceptance, the Client will receive a written order confirmation stating:

- Order Reference Number;
- Confirmation of the accepted Products and/or Services;
- Total price including VAT;
- Expected delivery date;
- Billing information.

3.2.2 The Client must check the order confirmation within five (5) working days and report any inaccuracies in writing. Failing this, the order confirmation will be deemed to be correct.

3.3 Cancellation by the Client

3.3.1 **Pre-Delivery**: The Customer may cancel an Order prior to the Delivery Date, subject to written notice and payment of a cancellation fee of twenty-five percent (25%) of the total Order Value to cover costs incurred.

3.3.2 **After delivery of Software Subscriptions**: Subscriptions cannot be cancelled after activation, subject to the possible right of withdrawal for consumers as stipulated in the General Terms and Conditions.

3.3.3 **After commencement of Consultancy Services**: Consultancy Services already provided remain due in full. Services not yet provided may be cancelled subject to fifteen (15) business days' notice.

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4. PRODUCTS: SOFTWARE SUBSCRIPTIONS

4.1 LegalFly Solution

4.1.1 AdoptAI acts as an authorized reseller of the LegalFly Solution for the territories of Belgium, the Netherlands, and Luxembourg.

4.1.2 When purchasing a LegalFly subscription:

- The Client acquires a non-exclusive, non-transferable right of use for the agreed Subscription Period;
- Client must accept LegalFly's General Terms and Conditions via the platform;
- The restrictions and conditions set forth in the Terms and Conditions apply.

4.1.3 AdoptAI provides:

- The implementation and configuration of the LegalFly Solution;
- First-line support and customer success;
- Training of End Users (if agreed).

4.2 Other Software Subscriptions

4.2.1 Other software distributed by AdoptAI is subject to the specific terms and conditions stated in the Quotation and the license terms of the relevant supplier.

4.2.2 AdoptAI cannot guarantee that any third-party software will be uninterrupted or error-free.

4.3 Subscription Terms

4.3.1 **Term**: The standard Subscription Period is one (1) year, unless otherwise agreed.

4.3.2 **Automatic Renewal**: Subscriptions will automatically renew for consecutive periods of one (1) year, unless cancelled in time in accordance with the Terms and Conditions (at least sixty (60) days prior to the end of the current period).

4.3.3 **User limit**: The maximum number of End Users is set out in the Offer. Extension is possible on request and against payment of the then current rates.

4.3.4 **Downgrade**: Reduction of the number of End Users is only possible upon renewal, subject to written request at least sixty (60) days before the renewal date.

4.4 Activation and access

4.4.1 Upon receipt of full payment and required onboarding information, AdoptAI will activate the accounts within ten (10) business days.

4.4.2 The Customer will receive activation emails to the specified email addresses of the End Users.

4.4.3 The Client is responsible for providing correct contact details. Delays due to incorrect data are at the expense of the Customer.

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5. SERVICES: CONSULTANCY AND IMPLEMENTATION

5.1 Scope of services

5.1.1 The Consultancy Services are provided as described in the Quotation or a separate service agreement (Statement of Work).

5.1.2 Activities that fall outside the agreed scope are considered additional work and are offered separately.

5.2 Execution

5.2.1 AdoptAI provides the Consultancy Services with reasonable care and expertise, in accordance with generally accepted professional standards.

5.2.2 Unless an obligation of result has been expressly agreed, all Consultancy Services are obligations to perform to the best of one's ability.

5.2.3 AdoptAI independently determines the manner in which the Services are performed, unless otherwise agreed.

5.3 Customer's cooperation

5.3.1 The Client undertakes to provide in a timely manner all information, documentation, access to systems and cooperation that is reasonably necessary for the performance of the Consultancy Services.

5.3.2 If the Client fails to comply with its duty to cooperate, AdoptAI shall be entitled:

- Suspend performance until the Client fulfils its obligations;
- To pass on any additional costs arising from the delay to the Client.

5.4 Planning and deadlines

5.4.1 All terms specified by AdoptAI are indicative and non-binding, unless expressly agreed otherwise in writing.

5.4.2 Exceeding indicative deadlines does not entitle the Client to compensation, dissolution or suspension of payment obligations.

5.4.3 If a binding deadline has been agreed upon and it cannot be met due to circumstances beyond AdoptAI's control, the period will be extended by the duration of the impediment.

5.5 Delivery and acceptance

5.5.1 Upon completion of Consultancy Services or sub-projects, AdoptAI shall notify Client in writing.

5.5.2 The Client has a period of ten (10) working days to check the delivery and to report any defects in writing and with reasons.

5.5.3 The Services shall be deemed to have been accepted if:

- The Customer does not respond within the monitoring time;
- The Client actually starts using the services;
- The Client approves the delivery in writing.

5.5.4 Minor defects that do not substantially impede operational use shall not constitute grounds for refusal of acceptance.

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6. RATES AND PRICES

6.1 Quotation

6.1.1 All prizes are:

- Excluding VAT and other taxes;
- Expressed in euro (EUR);
- Based on the information available at the time of the quote.

6.1.2 Unless otherwise stated, the following costs are not included:

- Travel and accommodation costs for on-site services;
- Costs for third parties (licenses, hosting, etc.);
- Additional work outside the agreed scope.

6.2 Price changes

6.2.1 **Before Acceptance**: AdoptAI may change prices up to the time of acceptance by Customer.

6.2.2 **Upon acceptance**: Agreed prices remain fixed for the duration of the initial contract period, subject to:

- Annual indexation in accordance with the General Terms and Conditions;
- Price adjustments upon renewal (subject to timely notice);
- Changes in taxes or duties imposed by the government.

6.2.3 **Passing on cost increases**: If cost prices of suppliers (including LegalFly) increase significantly, AdoptAI reserves the right to pass on these increases, subject to prior written notice and the right for Customer to terminate the Agreement within fifteen (15) days.

6.3 Additional work

6.3.1 Activities that fall outside the agreed scope will be charged as additional work at the hourly rates applicable at that time.

6.3.2 AdoptAI will inform the Client in advance if additional work is necessary. Additional work will only be commenced after written approval, except in urgent cases.

6.3.3 AdoptAI's standard hourly rates are:

- Consultancy: 150 EUR/hour excl. VAT
- Implementation: 150 EUR/hour excl. VAT
- Training: 150 EUR/hour excl. VAT
- Support (outside SLA): 150 EUR/hour excl. VAT

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7. INVOICING AND PAYMENT

7.1 Invoicemoment

7.1.1 **Software Subscriptions**: Billed in advance for the entire Subscription Term, unless otherwise agreed.

7.1.2 **Consultancy Services (Fixed Price):** Invoiced according to the following payment milestones:

- 50% when commissioning;
- 50% on completion.

7.1.3 **Consultancy services (hourly rate):** Invoiced monthly in arrears based on hours worked.

7.1.4 **Additional work**: Monthly in arrears or on completion.

7.2 Payment Terms

7.2.1 All invoices are payable within thirty (30) calendar days of the invoice date, unless otherwise stated on the invoice.

7.2.2 Payment is made by bank transfer to the bank account number stated on the invoice.

7.2.3 Payments are accrued in the following order:

1. Costs and interest due;
2. Oldest outstanding invoices;
3. Most recent invoices.

7.3 Late payment

7.3.1 In the event of late payment, the Client shall be legally and without notice of default:

(a) **Default interest** due in accordance with the Law of 2 August 2002 on combating late payment in commercial transactions;

(b) **Lump sum damages** payable of ten percent (10%) of the outstanding amount, with a minimum of seventy-five euros (€75) and a maximum of the amount permitted by law;

(c) **Recovery costs** due, including all judicial and extrajudicial costs, reasonable attorneys' fees and costs of debt collection agencies.

7.3.2 In the event of late payment, AdoptAI is entitled:

- Suspend all further supplies and services;
- Block access to software subscriptions;
- Make all outstanding invoices immediately due and payable;
- To terminate the Agreement at the expense of the Client.

7.4 Dispute of invoices

7.4.1 Disputes must be communicated in writing, in detail and with reasons within eight (8) calendar days of the invoice date.

7.4.2 Disputing an invoice or part of an invoice does not suspend the payment obligation for the undisputed part.

7.4.3 Invoices that are not disputed in time will be irrevocably deemed to have been accepted.

7.5 Right of retention

AdoptAI is entitled to retain all items, documents, data, and deliverables until Customer has satisfied all outstanding claims.

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8. DELIVERY

8.1 Delivery method

8.1.1 **Software Subscriptions**: Delivery is made by activating access to the platform and sending login details to the End Users.

8.1.2 **Consultancy Services**: Delivery is made at the Client's location, remotely, or at another agreed location.

8.1.3 **Documentation and deliverables**: Delivery is made electronically, unless otherwise agreed.

8.2 Delivery times

8.2.1 Specified delivery times are always indicative and non-binding.

8.2.2 Failure to comply with an indicative delivery deadline:

- Does not entitle the Client to compensation;
- Does not entitle Customer to rescission unless the overrun exceeds sixty (60) days and Customer has given AdoptAI a further period of at least thirty (30) days in writing that has expired in vain.

8.3 Transfer of risk

8.3.1 The risk in relation to the Products delivered shall pass to the Customer at the time of delivery.

8.3.2 For Software Subscriptions, the risk passes at the time of activation of the accounts.

8.4 Partial Delivery

AdoptAI is entitled to partial deliveries. Each partial delivery can be invoiced separately.

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9. GUARANTEES IN THE EVENT OF SALE

9.1 Warranty on Consultancy Services

9.1.1 AdoptAI warrants that the Consultancy Services will be provided with reasonable care and skill.

9.1.2 If Customer reports a defect within thirty (30) days of delivery that is demonstrably due to a shortcoming on the part of AdoptAI, AdoptAI will remedy the defect free of charge.

9.1.3 The warranty does not apply to defects that:

- Result from incorrect or incomplete information provided by the Client;
- Be the result of changes made by the Client or third parties;
- Result of use contrary to the instructions or documentation.

9.2 Software Warranty

9.2.1 The LegalFly Solution is subject to the warranty provisions of the General Terms and Conditions of LegalFly.

9.2.2 AdoptAI makes no additional warranties on any third-party software beyond those provided by the applicable vendor.

9.3 CRITICAL DISCLAIMERS

9.3.1 NO GUARANTEE OF AI OUTPUT

The Client acknowledges and accepts that:

(a) AI technology has inherent limitations and may generate erroneous, incomplete, or misleading output;

(b) AdoptAI does not warrant the accuracy, completeness, reliability, or suitability of any AI-generated content;

(c) Customer is fully responsible for verifying AI output prior to use;

(d) AI output does not constitute professional (legal) advice and should not be considered as such.

9.3.2 EXCLUSION OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 9, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

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10. LIABILITY IN THE EVENT OF SALE

10.1 Limitation of Liability

10.1.1 The limitations of liability in the General Terms and Conditions apply in full to all sales under these Terms and Conditions of Sale.

10.1.2 In particular, AdoptAI shall not be liable for:

(a) **Indirect damages**: including lost profits, lost savings, loss of data, reputational damage and business interruption;

(b) **Damage from AI output**: decisions, acts or omissions based on AI-generated information;

(c) **Damage caused by third parties**: defects in software or services of suppliers (including LegalFly);

(d) **Damage by the Customer**: incorrect information, misuse, or non-compliance with instructions.

10.1.3 **Maximum Liability**: AdoptAI's aggregate liability for all claims combined shall be limited to the amount paid by Client in the twelve (12) months prior to the event giving rise to the damage.

10.2 Expiration of claims

10.2.1 Any claim for damages will be forfeited if not notified to AdoptAI in writing within thirty (30) days of discovery.

10.2.2 Legal claims shall in any event be time-barred two (2) years after the event giving rise to the damage.

10.3 Liability for LegalFly Solution

For damages arising from the LegalFly Solution, AdoptAI's liability is limited to the amount that AdoptAI can actually recover from LegalFly, up to a maximum of the fees paid by the Client.

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11. COMPLAINTS AND DISPUTES

11.1 Complaints procedure

11.1.1 Complaints must be made in writing by info@adoptai.be or by post.

11.1.2 A complaint shall contain at least:

- Customer identification data;
- Order Reference Number;
- Clear description of the complaint;
- Any supporting documents.

11.1.3 AdoptAI will acknowledge receipt of the complaint within five (5) business days and will aim to resolve the complaint within thirty (30) days.

11.2 Escalation

11.2.1 If Customer is not satisfied with the handling, it may escalate the complaint to the manager/management of AdoptAI.

11.2.2 The parties undertake to first try to resolve disputes amicably before taking legal action.

11.3 Jurisdiction

All disputes arising from sales under these Terms of Sale shall be submitted exclusively to the courts of the district where AdoptAI is located.

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12. SPECIAL PROVISIONS FOR CONSUMERS

12.1 Scope of application

This article only applies if the Client qualifies as a consumer within the meaning of the Code of Economic Law (a natural person acting for purposes outside his trade, business, craft or professional activity).

12.2 Herroepingsrecht

12.2.1 The consumer has the right to withdraw from the contract without giving reasons within fourteen (14) calendar days.

12.2.2 The withdrawal period shall expire fourteen (14) calendar days after:

- The date of conclusion of the contract (for services);
- The day of conclusion of the contract (for digital content).

12.2.3 To exercise the right of withdrawal, the consumer communicates his decision via:

- Email: info@adoptai.be
- Post: Dr. Willem Meersstraat 19, B-3730 Bilzen-Hoeselt

12.2.4 The consumer may use the model withdrawal form (appendix), but is not obliged to do so.

12.3 Exceptions to the right of withdrawal

The right of withdrawal does NOT apply to:

(a) **Digital content**: The supply of digital content (software) that is not supplied on a tangible medium, if the performance has begun with the express prior consent of the consumer and his acknowledgement that he thereby loses his right of withdrawal;

(b) **Fully performed services**: Services that have been performed in full with the express prior consent of the consumer and his acknowledgement that he thereby loses his right of withdrawal once the contract has been fully performed.

12.4 Consequences of revocation

12.4.1 Upon valid withdrawal, AdoptAI will refund all payments received from the Consumer, including delivery costs, within fourteen (14) days of receipt of the withdrawal notice.

12.4.2 Refunds will be made using the same means of payment as the original transaction, unless the consumer expressly agrees to another method.

12.4.3 If the Consumer has requested that the service commence during the withdrawal period, the Consumer will pay an amount proportionate to what has already been delivered at the time of withdrawal.

12.5 Warranty for consumers

12.5.1 The Consumer benefits from the legal guarantee of two (2) years for defects in the conformity of the delivered goods and digital content, in accordance with Book VI of the Code of Economic Law.

12.5.2 The consumer must notify AdoptAI within two (2) months of becoming aware of the defect.

12.6 Consumer Information

- **Klachten**: info@adoptai.be
- **Consumentenombudsdienst**: https://consumentenombudsdienst.be
- **ODR-platform (EU)**: https://ec.europa.eu/consumers/odr

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13. FORCE MAJEURE

13.1 Definition

Neither Party shall be liable for any breach of obligations resulting from force majeure, including: natural disasters, war, terrorism, strikes, pandemics, government measures, cyber-attacks, supplier failures (including LegalFly), internet or telecommunications failures, and power outages.

13.2 Consequences

13.2.1 In the event of force majeure, the obligations of the affected Party will be suspended for the duration of the force majeure.

13.2.2 If the force majeure continues for more than ninety (90) days, either Party may terminate the Agreement in writing without compensation.

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14. FINAL PROVISIONS

14.1 Governing Law

These Terms and Conditions of Sale are governed by Belgian law, to the exclusion of the United Nations Convention on the International Sale of Goods (CISG).

14.2 Severability

If any provision is void or unenforceable, the remaining provisions shall remain in full force and effect.

14.3 Entire Agreement

These Terms and Conditions of Sale, together with the General Terms and Conditions and the Offer, constitute the entire agreement between the Parties.

14.4 Language

In the case of translation, the Dutch version shall prevail.

ANNEX: MODEL WITHDRAWAL FORM

(For consumers only - please complete and return this form only if you wish to withdraw from the contract)

Aan:AdoptAI
Dr. Willem Meersstraat 19, B-3730 Bilzen-Hoeselt
info@adoptai.be

I/We (*) *hereby give notice* (*) that I/We (*) *withdraw from our contract for the sale of the following goods/provision of the following service (*):

- Ordered on (*)/*received on (*): _____
- Order reference number: _____
- Name of consumer(s): _____
- Address consumer(s): _____
- Signature of consumer(s) (only for paper form): _____
- Date: _____

(*) Delete what does not apply.

AdoptAI
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info@adoptai.be