

General Terms & Conditions – ADEN Procurement+

1. Definitions

“Consultant” refers to ADEN Procurement+. “Client” refers to the organization engaging the Consultant for services. “Agreement” refers to any proposal, engagement letter, or contract referencing these Terms.

3. Fees & Payment

Fees are as specified in the proposal or invoice and exclude VAT or applicable taxes unless otherwise stated. Payment is due within 15 days of the invoice date unless otherwise agreed. Overdue payments may incur interest at 12% per month and may result in suspension of services.

5. Deliverables & Timelines

Deliverables and milestones are estimates and may be adjusted based on project needs. Consultant will use reasonable efforts to meet deadlines but is not liable for delays beyond its control.

7. Intellectual Property

All intellectual property created by the Consultant remains its property unless otherwise agreed in writing.

9. Termination

Either party may terminate the Agreement with 30 days’ written notice in the event of a material breach not remedied within that period. Upon termination, the Client shall pay for all services rendered up to the date of termination.

2. Scope of Services

The Consultant shall provide procurement-related consulting services as outlined in the agreed proposal or statement of work. Any change to the scope must be agreed in writing and may be subject to additional fees.

4. Client Obligations

The Client agrees to provide timely access to relevant data and systems as required. Delays caused by the Client may impact delivery timelines and will not be the Consultant’s responsibility.

6. Confidentiality

Each party shall keep confidential all information disclosed by the other party that is marked or reasonably understood to be confidential. This obligation continues upon 5 years after termination of the Agreement.

8. Liability & Warranties

Services are provided using reasonable care and skill. Consultant’s total liability is limited to what is described in the Agreement. Consultant is not liable for any indirect or consequential losses, including lost profits or business interruption.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Belgium. Any disputes shall be subject to the exclusive jurisdiction of the courts in Leuven.