

Terms of Sale.

Brain-Box

1. Product Overview

Brain Box is an AI-driven industrial tool for predictive analytics, optimization, and real-time decision-making across sectors.

2. Pricing and Payment Terms

- **Price:** Depends on the model and complexity.
 - **Payment Terms:** 50% upfront upon purchase order confirmation; 50% upon delivery or within 14 days net (whichever comes first)
 - **Currency:** EUR
 - **Payment Method:** Bank transfer or other agreed methods
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3. Delivery Terms

- **Shipping Timeline:** Depend of the model, 1–2 weeks from order confirmation.
 - **Delivery Location:** Client site or address
 - **Incoterms:** DAP (Delivered at Place), unless otherwise agreed.
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4. Installation and Commissioning

- **Installation and Basic Setup:** Included
 - **Additional Services:** Integration, custom configuration, and other services are available upon request and billed separately
 - **Support Options:** On-site or remote support options available
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5. Warranty and Support

- **Standard Warranty:** 12 months from delivery, covering hardware and software support
 - **Extended Warranty:** Available upon request
 - **Support Services:** Includes access to technical support and maintenance updates during the warranty period
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6. Training

- **Standard Training:** One user training session included
 - **Additional Training:** Available upon request and may incur additional charges
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7. Software License

- **License Grant:** Non-exclusive, non-transferable license to use Spectro-AI software embedded in the Braine-Box
 - **License Restrictions:** Subject to Spectro-AI's End User License Agreement (EULA). The license does not permit reverse engineering, decompilation, or modification of the software.
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8. Updates and Upgrades

- **Software Updates:** 1 (one) year included during the warranty period
 - **Upgrades:** Optional upgrade subscriptions available for the additional fee.
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9. Return Policy

- **Eligibility:** Returns accepted only in case of manufacturing defects
 - **Return Period:** Must be initiated within 30 days of delivery
 - **Process:** Subject to evaluation and Return Merchandise Authorization (RMA) process
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10. Confidentiality and Non-Disclosure

- **Confidential Information:** All technical and commercial information shared is confidential
 - **NDA:** Subject to a mutually signed Non-Disclosure Agreement (NDA)
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11. Limitation of Liability

- **Indirect Damages:** Spectro-AI is not liable for indirect or consequential damages
 - **Liability Cap:** Total liability is limited to the amount paid for the product
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12. Governing Law and Jurisdiction

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

Jurisdiction: Any disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent courts in Amsterdam, the Netherlands.

13. Export Compliance

- **Compliance:** The Buyer agrees to comply with all applicable export laws and regulations
 - **Restrictions:** The product may not be exported or re-exported to countries or entities subject to export restrictions
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14. Force Majeure

- **Definition:** Neither party shall be liable for delays or failures in performance due to events beyond their reasonable control, including but not limited to natural disasters, acts of government, or labor disputes
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15. Entire Agreement

- **Integration:** This document constitutes the entire agreement between the parties and supersedes all prior agreements and understandings