

General terms and conditions

Flows BV | FutureFlows and MotorFlows

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For business customers. Applies to assignments accepted under this version.

1. Company and scope

These terms govern assignments accepted by Flows BV, trading as FutureFlows and MotorFlows, for clients acting in the course of their business. Registered office: Hommelheide 24, 3511 Hasselt, Belgium. Enterprise number: 1041.959.845. VAT: BE 1041.959.845. RPR Antwerpen, afdeling Hasselt. Contact: contact@futureflows.net for FutureFlows or info@motorflows.eu for MotorFlows. Consumer assignments require a separate agreement.

An assignment is the project or service identified in the accepted quote, order or project schedule. Services may include video editing, motion design, digital production and related project support. AI forms part of the standard workflow under article 33.

2. Quotes and scope

A quote states its validity period, scope, deliverables, price, currency and proposed timing. Acceptance after expiry requires renewed confirmation. Before work starts, the parties record the outputs, formats, lengths, languages, included revision rounds, required client inputs and any separately supplied source files. Changes to price or scope require agreement under article 17.

3. Agreement and acceptance

Flows BV supplies these terms in downloadable form with the quote or before agreement. The client confirms the assignment and acceptance of the identified version in writing, including by email or an agreed electronic approval process. Silence alone does not establish acceptance. Terms attached to a later invoice do not by themselves change an existing agreement. Each party keeps a record of the agreed scope, terms and approved changes.

4. Client inputs

The client supplies the materials, instructions, permissions and accurate product information reasonably needed for the work and appoints a contact authorised to give consolidated feedback and approvals. The client identifies any end client, embargo, data restriction or fixed launch requirement before acceptance. Flows BV promptly raises material omissions or inconsistencies it reasonably identifies. Missing or changed inputs may require agreed changes to cost, scope or timing; they do not automatically permit unspecified additional charges.

5. Review and approval

Flows BV provides a review version before final delivery. The client checks it against the brief, including names, spelling, supplied facts, product specifications and required legal or brand statements. Approval and revisions are recorded by email or the agreed review platform. Approval confirms matters the client could reasonably assess; it does not waive claims for hidden defects, missing usage permissions or other failures for which Flows BV remains responsible. Publication requires the appropriate final version and usage rights.

6. Timing

Dates are planning estimates unless expressly agreed as binding deadlines. Flows BV performs with reasonable care and promptly reports a material expected delay and its proposed response. Client delays or agreed changes may require reasonable rescheduling, which Flows BV explains before committing to revised dates. An expressly accepted critical deadline is treated accordingly. Indicative dates do not create a blanket exclusion of liability.

7. Copyright and acquired rights

Copyright remains with the relevant rights holder unless expressly transferred in writing. Flows BV retains the rights it owns or acquires and grants the licence in article 11 after payment. Payment does not itself transfer all copyright. A broader assignment must identify the work and rights in a separate written agreement. These terms do not transfer an author's or third party's rights without permission. Flows BV is responsible for obtaining the permissions needed to grant the agreed client rights in material it supplies, subject to disclosed and accepted third-party restrictions.

8. Third-party material

Music, stock, fonts, archive material and other third-party elements remain subject to their licences. Flows BV identifies material usage restrictions and additional licence costs before the client approves their inclusion and obtains permissions needed for its agreed production and supply. The client handles separately identified permissions or charges relating to its own publication or exhibition, such as a venue or broadcaster licence, where applicable. A production licence does not necessarily cover every later use.

The parties promptly notify each other of rights concerns and reasonably cooperate to investigate, suspend disputed use where appropriate and arrange correction, replacement or a suitable licence. Responsibility and reasonable remedial costs follow their respective obligations and contribution to the problem, subject to article 27. A third-party origin does not automatically remove Flows BV's responsibility.

9. Credits and white-label work

Flows BV's name, logo or creator credit appears in client deliverables only if agreed. Agency work may be delivered without a Flows BV credit. This does not authorise disregard of an individual creator's non-waivable rights.

10. Exports, source files and internal assets

Standard deliverables are the final exports specified in the assignment. Raw footage, editable project files, templates, scripts, prompts, automation systems and internal production assets are included only if expressly agreed, with fees and third-party restrictions recorded. File delivery and copyright transfer are separate. Each party retains its pre-existing assets; client material does not change ownership through processing. General skills and experience remain distinct from rights in particular assets.

11. Client licence and end-client use

After full payment for the affected deliverables, the client receives a worldwide licence for the duration of the applicable rights to reproduce, publish, distribute and communicate the paid final deliverables for the commercial purpose agreed in the assignment. That purpose identifies relevant uses, including paid advertising where intended. No narrower territorial or time limit applies to rights supplied by Flows BV unless disclosed and accepted before ordering. The licence is non-exclusive unless exclusivity is expressly agreed; this does not permit reuse or disclosure of confidential client material.

An agency may sublicense the agreed uses to its identified end client and allow providers acting for that client to make permitted adaptations and distribute the deliverables. Stock resale or licensing to unrelated customers requires agreement. Disclosed third-party licence limits continue to apply. No exclusive copyright is promised in stock or AI-generated elements that cannot lawfully carry that exclusivity.

12. Additional uses

Uses outside the agreed purpose, additional end clients, stock resale or requested exclusivity require a written extension and any agreed additional fee. Flows BV identifies relevant third-party restrictions. Rights already granted and paid for are not reduced by later changes to these terms.

13. Adaptations

Within the licensed purpose, the client and its authorised providers may make ordinary adaptations such as crops, resizing, subtitles, translations and shorter versions, subject to third-party rights. Flows BV need not be hired for those adaptations. The client is responsible for claims or defects caused by its later changes, misleading use or removal of required notices. This does not excuse an unrelated defect in the original delivery.

14. Portfolio and promotion

Flows BV may use a client's name, logo, deliverable, testimonial or project description for its own publicity only with prior written approval of the particular use and timing, including necessary end-client permission. Confidentiality and embargoes take priority. Approval for the client's campaign does not automatically authorise portfolio use or grant image or voice permissions for that separate purpose.

15. Storage and retrieval

Unless another period is agreed, Flows BV retains available working files and client production material for three months after final delivery or termination, subject to earlier lawful return or deletion instructions and article 34. The client should download delivered files during that period and keep copies. Retrieval or transfer outside the agreed deliverables requires agreement on availability, rights and fees. Longer storage is a separate service. Production files may be deleted after the retention period. Flows BV applies reasonable safeguards while holding files but is not a permanent archive. Legally required records are handled separately.

16. Fees and expenses

The accepted quote or order specifies fees and included expenses. Extra expenses require prior approval unless already expressly authorised within an agreed budget. Ordinary overhead is included. Work proving more expensive than expected does not itself create an open-ended entitlement to additional fees.

17. Changes and revisions

Included revision rounds address consolidated feedback within the brief. A new concept, changed brief, extra output or revision beyond the agreed allowance is extra work. Before performing it, Flows BV explains the effect on price and timing and obtains written agreement, including by email. Correcting Flows BV's failure to meet agreed requirements is not an extra creative revision charged to the client.

18. Usage fees

The agreed fee includes the licence in article 11 for the stated purpose. Separately priced rights, exclusivity, source files or third-party licences must be specified before ordering. No additional usage fee applies to a use already covered by the paid licence.

19. Invoicing

Invoices follow the advance, milestones, completed-work or recurring billing arrangements recorded in the assignment. A new interim billing schedule requires agreement. Invoices use the legally required format, including structured electronic invoicing where applicable. A PDF terms attachment is separate from the invoice.

20. Payment and late payment

Unless another deadline is agreed in writing, invoices are payable within 30 calendar days of receipt. The client promptly identifies a genuine dispute and pays the undisputed amount by the due date. For late payment within the Belgian Act of 2 August 2002 on combating late payment in commercial transactions, statutory interest and fixed recovery compensation apply when the Act's conditions are met, together with reasonable additional recovery costs recoverable under that Act. No separate contractual 10% penalty or EUR 250 minimum applies, and the same costs are not recovered twice. Outside that regime, applicable law governs interest and recovery costs.

20bis. Advance

Unless another arrangement is agreed, an advance of 50% of the quoted fee is payable before work begins or resources are reserved. Flows BV may defer the start until receipt. The advance is credited against invoices and any cancellation or termination settlement; it is not automatically forfeited. Additional fees require agreement under articles 16 and 17. Agreed monthly or other client billing arrangements take priority over this default.

21. Suspension for non-payment

After written notice identifying an overdue amount and allowing a reasonable opportunity to resolve payment or a genuine dispute, Flows BV may proportionately suspend affected unpaid work or withhold unpaid deliverables. It explains the schedule impact and resumes once the relevant issue is resolved. Delivery of a review copy does not itself grant the article 11 licence. Rights in separately paid deliverables remain in force despite another unpaid invoice. Mandatory remedies are preserved.

22. VAT and currency

Fees exclude VAT unless stated otherwise. VAT, exemptions and reverse-charge treatment follow the law applicable to the transaction. The client provides accurate business, billing and VAT information. The assignment states the payment currency; these terms impose no universal VAT rate or currency on international customers.

23. Client cancellation

The client may cancel by written notice. The settlement covers work reasonably performed and documented commitments made for the assignment that cannot reasonably be cancelled or recovered, without counting an amount twice. Work is valued at agreed rates or a reasonable allocation of the project fee to completed work. Flows BV takes reasonable steps to limit further costs and accounts for avoided costs and recoveries. Payments are credited and any excess refunded promptly. No automatic percentage of the unperformed budget or full-fee forfeiture applies. Separately agreed reservation compensation must be clearly stated, proportionate and counted only once.

24. Physical production

Filming on location, videographers, drones, driving and handling client vehicles or equipment are included only if specified in the assignment. Before accepting that work, the parties record appropriate responsibilities, permissions, safety arrangements, bookings and cancellation rules. A shoot notice period runs from the agreed call time, not midnight. These terms impose no automatic EUR 250 shoot-cancellation fee. Article 23 prevents overlapping recovery.

25. Pausing and termination

Where missing inputs prevent progress, Flows BV gives written notice explaining what is needed and a reasonable response period before pausing the work. The parties agree rescheduling. Either may terminate for a material breach remaining unremedied after notice and a reasonable opportunity to remedy it. Immediate suspension or termination remains possible where required by law or justified by a breach that cannot reasonably be remedied.

An event is force majeure only where it meets applicable legal requirements; ordinary supplier, equipment or file failures are not automatically force majeure. The affected party promptly notifies the other and reasonably limits disruption. Applicable law governs suspension and termination if performance becomes impossible or delay defeats the assignment's purpose.

On termination, the parties settle properly performed work and legally recoverable costs, credit payments and refund amounts for unperformed work not otherwise lawfully due. Flows BV's own breach does not automatically entitle it to cancellation compensation. Mandatory restitution and damages remedies remain, subject to lawful article 27 limits. Paid usage rights and obligations intended to survive, including confidentiality, continue as appropriate.

26. Responsibility

Flows BV performs with reasonable care and skill and remains responsible for its contractual obligations when using collaborators or tools. Approval does not eliminate that responsibility. The client is responsible for the accuracy and rights of its supplied material, publication decisions and later modifications. Responsibility follows each party's actual contribution, obligations and legal defences. AI or freelancer involvement does not automatically transfer Flows BV's responsibility to the client.

27. Liability limits and collaborators

Subject to the exceptions below, Flows BV's aggregate liability arising from an assignment, contractual or non-contractual, is limited to its total agreed fees excluding VAT. Claims from the same cause are considered together. If that cause affects several assignments, the corresponding fees are considered together rather than attributing the entire loss to one smaller assignment. For an ongoing service without a fixed total fee, the reference amount is the fees paid or payable for that service in the three months ending when the event causing liability occurred, with at least one full agreed month's fee for a shorter relationship. A different expressly agreed limit takes priority.

Where legally permitted, Flows BV is not liable for lost profit, revenue, anticipated savings or business opportunities. These exclusions and limits do not apply to intentional misconduct, gross negligence, death or personal injury caused by fault, or liability that cannot lawfully be excluded or limited. They do not deprive the service of its substance or remove mandatory remedies. Repayment of an overpayment or an amount owed for unperformed work is not reduced by this damages cap.

Where legally permitted, the client agrees to bring claims concerning contractual performance against Flows BV rather than directly in tort against its directors, employees or independent collaborators performing that assignment. Those persons may invoke this protection as third-party beneficiaries. It does not apply to intentional harm, injury to physical or psychological integrity, gross negligence or other claims that cannot lawfully be restricted, and gives no immunity for conduct outside the assignment. It does not bind regulators or non-parties.

28. Creative and commercial results

Creative work is assessed against the brief and objective requirements. A later change in taste does not itself establish a defect, but failure to meet the brief is not dismissed as taste. No sales, audience performance, advertising approval or commercial result is promised unless expressly agreed. Digital or simulated product imagery is not evidence of actual testing or performance. The client validates its supplied product claims; Flows BV remains responsible for careful performance of the agreed production.

29. Client material and claims

The client confirms it may supply its material and authorise its agreed use, including necessary brand, image and voice permissions and any instructed synthetic likeness. This covers the intended production and distribution, not unrelated reuse. If a third-party claim results from the client's breach, it bears reasonable costs and loss attributable to that breach and recoverable by law. Flows BV promptly gives notice, allows reasonable participation in the defence and does not admit liability or settle at the client's expense without consent, not to be unreasonably withheld. The client does not indemnify Flows BV for independent misuse or failure to obtain rights for material Flows BV supplies.

30. Complaints and corrections

Invoice disputes may be raised by email to article 1's contact. The client should notify visible defects promptly after delivery and hidden defects promptly after discovery, describing the issue for investigation. Work review starts on delivery, not the date of an advance invoice. Silence or expiry of a short fixed period does not automatically forfeit every claim or prove unconditional acceptance. Where reasonable, the client allows correction of an attributable defect within a reasonable period before commissioning replacement work. Urgent measures and mandatory remedies remain. Both parties reasonably limit avoidable loss.

31. Priority and amendments

Mandatory law takes priority. An agreed processing agreement governs conflicting wording within its subject matter. Specific negotiated arrangements, including an applicable NDA and accepted quote, prevail over these terms to the extent of conflict. Conflicting standard purchasing terms are resolved under applicable law, not by a unilateral declaration of superiority. Changes require agreement and are not retrospectively imposed. Invalid provisions are treated as required by law; the remainder continues where it can lawfully stand. This does not authorise automatic rewriting of an unfair clause.

32. Law and courts

Belgian law governs, subject to overriding mandatory rules. Where a jurisdiction agreement is legally effective, the competent courts of Leuven, Belgium, have exclusive jurisdiction. This does not override mandatory jurisdiction or prevent legally available urgent protective measures. The parties seek a practical resolution where feasible, without restricting court access or applicable time limits.

33. AI-assisted services and confidential methods

AI-assisted tools are integral to the standard service, including production, editing, analysis of relevant project communications, scheduling and administration. Relevant material and communications may be processed by external providers for those purposes within the agreed confidentiality and processing arrangements. No AI-free workflow is offered unless expressly agreed. The client identifies restrictions before acceptance. Flows BV may decline work it cannot perform within them. Later changes require agreement on feasibility, price and timing, without limiting legal obligations or existing binding restrictions.

Flows BV chooses its methods within those requirements. Internal prompts, scripts, workflows and unrelated methods are not standard deliverables. Confidentiality does not prevent legally required disclosure of supplier identities, processing locations or safeguards; this information may be supplied confidentially under article 34. Permission to use AI does not itself authorise model training on client material, public sharing of inputs, unrelated reuse or voice or likeness cloning. Additional uses require their own lawful permission and, where applicable, separate agreement.

Flows BV reasonably reviews AI-assisted outputs against the brief. Before publication, the parties identify required generated-content disclosures and agree how they are supplied and retained. Each fulfils its own statutory duties; the client preserves required notices when publishing or adapting content. Assigning a task does not transfer away a statutory duty. No promise is made that every generated element is unique, copyright-protected or eligible for exclusive rights.

34. Personal data and international providers

Each party fulfils the data-protection duties arising from its actual role. Flows BV's business contact and billing processing is described in its applicable privacy notice. Where it processes personal data on the client's instructions, including as an agency's subprocessor, the parties must complete a binding processing agreement before that processing. These terms alone are not a completed GDPR article 28 agreement.

That agreement identifies instructions, purpose, duration, data and people, confidentiality, security, incident notification, assistance, audits, retention and return/deletion. It governs subprocessor authorisation, supplier information, change notices, a meaningful opportunity to object and lawful international-transfer safeguards. Supplier information must be available to the entitled client or end-client controller and other entitled recipients; trade secrecy does not override that duty. Appropriate binding obligations and required transfer arrangements must precede relevant access. Acceptance of AI does not waive these duties or individuals' rights.

Access and uploads are limited to information reasonably needed for the agreed purpose. A software plan's name or price does not establish zero provider storage or exclusion from training. Flows BV must select and configure services consistently with agreed purposes and restrictions. Lawful return/deletion instructions prevail over the general archive period, subject to legal retention duties.

35. Confidentiality

Each party keeps non-public information received for the assignment confidential and uses it only for the agreed work and necessary administration unless another use is authorised. This includes unpublished material, campaign plans, confidential client identities, credentials and commercial methods. Disclosure is limited to recipients needing access who are subject to appropriate confidentiality obligations before access. Each party remains responsible for the obligations it undertakes.

Exceptions cover information shown to be lawfully public, already lawfully held without restriction, independently developed or lawfully received without a duty of confidence. Legally required disclosure is permitted to the necessary extent, with prior notice where lawful. Confidentiality continues while information remains confidential. Agreed NDAs and embargoes remain binding. Portfolio use follows article 14.

36. Recurring services

Before an ongoing service starts, the parties record included work or capacity, billing period, any minimum term, treatment of unused capacity, notice, renewal, pauses and any rate-change mechanism. These terms create no automatic subscription, minimum commitment or forfeiture of unused capacity. Rate or scope changes require the agreed mechanism or new agreement. The accepted recurring arrangement prevails over inconsistent one-off project defaults.