

GLOBAL REACH

NEWSLETTER

**ZUMPARNO
PATRICIOS**



News from France

Winter Edition - 2025



Terms and Conditions of Sale Acceptance or Not? Consequences In France, Internationally and for Consumers

By: Thierry Clerc; Attorney Coordinator for Zumparno Patricios's Satellite Office in Paris, France

In France, the General Terms and Conditions of Sale are the basis for negotiating commercial relations (article L441-1 of the French Commercial Code).

They must be accepted by the other party (article 1119 paragraph 1 of the French Civil Code). Silence does not constitute acceptance (article 1120 of the French Civil Code).

In a ruling handed down on March 16, 2022, the French Supreme Court (Cour de cassation) reiterated that the general terms and conditions cannot be applied in the absence of proof of express acceptance by the contracting party and in the absence of any legible reference to the general terms and conditions, even if the contracting parties have had an ongoing business relationship.

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ZP ACCOMPLISHMENTS

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MIAMI OFFICE

welcomes new Associates: Marcos Llobell, Marissa Martino, Frances Herrera
welcomes new Special Counsel: Rene A. Sotorrio

CHICAGO

welcomes new Income Partner: Kevin Gerow



In the event of inconsistency, the incompatible clauses shall have no effect.

Special terms and conditions take precedence over general terms and conditions (article 1119 of the French Civil Code; cassation civ. 09/02/1999).

Internationally, application of the general terms and conditions will depend on the law applicable to the contract.

The Vienna Convention on Contracts for the International Sale of Goods of April 11, 1980, also applies, unless excluded by the parties.

Articles 18 and 19 of the Convention govern the treatment of general terms and conditions, and the last offer takes precedence.

Application of general terms and conditions to the consumer:
The professional must demonstrate that they have been accepted by

the consumer, who will always be able to apply the law of the state of his residence and retain the jurisdiction of the court of his domicile.



European Parliament International Payment Terms

30 / 60 /120 days?

If France has set payment terms of 60 days from the date of issuance of the invoice or 45 days from the end of the month and if this law is public policy in France between French companies under article L441-10 of the Commercial Code ...
what happens when the parties are based abroad, either in Europe or outside Europe?

The Vienna Convention of 11 April 1980 on the international sale of goods must be applied.

Article 59 of the Convention states: "The buyer shall pay the price **on the date fixed in the contract** or resulting from the contract and this Convention, without the need for any request or other formality on the part of the seller."

The parties may exclude the Vienna Convention from their contract.

Otherwise, the law applicable to the contract chosen by the parties in application of article 59 of the Convention applies.

Payment periods may therefore differ from one country to another.
In France, the Commission for the Examination of Commercial Practices (CEPC) has issued several opinions on this issue.

For example, the law chosen by the parties may be that of the place of delivery, i.e. that of the buyer.

In September 2023, the European Commission has drawn up a proposal for a regulation to reduce payment periods to 30 days (COM (2023)0533).



On 23 April 2024, the European Parliament adopted a resolution (P9_TA (2024)0299) on three points:

1. The possibility of contractually negotiating a payment period of up to **60 days** instead of 30 days;
2. The setting of a payment period of **120 days** for sectors with a seasonal nature and/or slow stock rotation;
3. **Guaranteed interest** on late payment to better protect SMEs when the debtor is a public authority or a large company.



To be continued...

CASE STUDY #1

Hacking of Emails including Bank Details - No Double Payment

A company A orders products to company B through a broker C.

Delivery takes place.

B sends its invoice by email to C.

This email is hacked and the bank details are modified to the benefit of the hacker D.

A pays B's invoice to the bank account of D, the hacker.

B sues A for non payment.

Decision of the court on December 21, 2023:

- 1 A paid B in good faith;
- 2 A was not aware of the hacking of C emails;
- 3 Payment was valid according to French law (article 1342-2 and 1342-3 of the civil code);
- 4 Claim of B to A is rejected and A shall not pay the invoice a second time.

CASE STUDY #2

Hacking of Emails including Bank Details - Liability Shared between the Supplier and the Bank

A supplier A issues an invoice to its customer B and send it to its agent C by email.

The email is hacked by a hacker D and sent to the customer B with modified bank details.

B pays the invoice to the hacker D on its bank account in France.

The bank did not check if the bank account matched with the name of the customer B mentioned in the instruction to pay.

The goods were not delivered from A to B.

Decision of the court on September 09, 2021:

- 1 Hacking is not considered as a force majeure case given that the holder of email shall take protection of its system;
- 2 The supplier A shall reimburse the customer B;
- 3 No mistake from customer B;
- 4 The bank is not obliged to check the name of the bank account compared with its id number (article L133-21 of the monetary and financial code);
- 5 But the same article states that the bank shall help the claimant to get the money back when it is aware of a fraud;
- 6 The bank shall bear 50% of the fraudulent transfer.



Mr. Joseph I. Zumpano to be Inducted into Belen Jesuit's Hall of Fame

We are excited to share that our President & Managing Shareholder, Mr. Joseph I. Zumpano, will be inducted into Belen Jesuit's Hall of Fame on April 12th, 2025.

This event recognizes members of the community who participated, excelled, developed, or supported the Belen community; and who through their life endeavors have exemplified the Jesuit ideals of Belen Jesuit Preparatory School, El Colegio de Belén, and Jesuits Schools of Cuba. Mr. Zumpano is honored to be among these individuals and will soon receive such well-deserved recognition.

Please join us in congratulating Mr. Joseph I. Zumpano on this remarkable accomplishment.



Joseph Zumpano '87

Zumpano Patricios, P.A. Takes Center Stage at the 2024 Florida Hospital Association Managed Care Conference.



Zumpano Patricios, P.A. proudly served as the Executive Sponsor of the 2024 Florida Hospital Association (FHA) Managed Care Conference, held at the Aloft Orlando Lake Nona from December 10-11, 2024. Managing Shareholder Mr. Joseph I. Zumpano, Shareholder Mr. Leon N. Patricios, Mr. Gerard A. Williams, and Mr. Reynaldo T. Acosta, represented the firm at this premier industry event, which brought together medical executives, lawyers, and managed care professionals from across Florida to discuss recent industry news and promote new products and companies.

Mr. Zumpano presented a highly anticipated Annual Legal and Managed Care Update. His presentation was met with enthusiasm and appreciation from attendees.

Beyond the conference sessions, attendees enjoyed valuable networking opportunities, including the FHA Networking Social at Drive Shack Lake Nona. Thanks to the generous support of Zumpano Patricios, P.A. and fellow sponsors, attendees engaged in an evening of food, fun, and friendly competition while building meaningful professional connections.

A **special thank you to FHA** and all the sponsors who contributed to this outstanding event, including Turquoise Health, Unlock Health, Aon, Kodiak, HFMA Florida Chapter, and Others!

We are already looking forward to next year's conference!

MANAGED CARE CONFERENCE

ZP RETREAT 2024

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Last December, Zumpano Patricios held a firmwide retreat aboard the Royal Caribbean Allure of the Seas, our first retreat since 2019. This voyage offered a much-anticipated opportunity for team building and relaxation.

From Happy Hours to nightly dinners, and so much more, the retreat offered the opportunity for colleagues to forge stronger relationships in a laid back, tropical setting. It was an unforgettable experience that left everyone feeling recharged and ready to tackle the year ahead with renewed energy and a deeper sense of camaraderie.

We're delighted to bring back this cherished tradition and look forward to seeing the ZP family at the next one!



Sara Ramirez and Alexy Monsalve organized this amazing first-time event, and the Firm thanks them for their initiative and leadership.

ANNOUNCEMENTS



MIAMI EXCITING NEWS!

Headquarters renovation close to completion.

UTAH OFFICE EXPANSION!

Salt Lake City, Utah new office renovations will soon start.



THE DAWN OF AI'S LEGAL RENAISSANCE

By: Reynaldo T. Acosta, Esq. ; Associate at Zumpano Patricios's Miami Office

The dawn of the systemic integration of artificial intelligence ("AI") into nearly all facets of modern society is upon us. AI will transform the practice of law in the not-so-distant future. From automating mundane tasks to enhancing strategic legal work, AI's impact is profound and cannot be avoided. My focus here is to share how it will transform work for lawyers. AI cannot replace clinicians' reasoning, and I will highlight key limitations and the importance of human oversight in patient care. AI hallucinations and their unwanted consequences lead to updated guidance for attorneys. In the end, I'll share some practical tips and techniques for leveraging open language models to streamline legal work.

TAKING THE LEGAL PROFESSION BY STORM

AI is set to profoundly reshape our lives, including revolutionizing the legal profession. AI tools can quickly analyze contracts to identify clauses, risks, and compliance issues. AI can sift through vast amounts of data to find relevant documents much faster than humans, reducing time and costs. AI can provide instant access to case law, statutes, and legal precedents, making research quicker and more thorough. AI can even predict case outcomes based on historical data, informing strategy and settlement negotiations.

Take the contemporary personal injury lawyer, for example, where AI-driven chatbots can handle preliminary inquiries about client information intake. Keep in mind that chatbots will continue to become more sophisticated, leading to more robust conversations at the intake level and substantially reducing the need for a prelitigation workforce. In fact, according to a 2025 survey by the World Economic Forum, approximately 41% of companies worldwide intend to reduce their human workforce as AI increasingly automates tasks. In litigation, AI will read scheduling orders; manage deadlines and other important dates; and make real-time strategic suggestions to lawyers such as when to decide to hire an expert. Motion practice will increasingly become streamlined. For instance, Lexis+ AI, and more precisely, through its AI assistant feature "Protégé" users can generate first drafts of litigation documents like motions, complaints, and arguments by providing specific details and prompts to the AI system, essentially creating a starting point for legal documents that the lawyer can further customize.

∴ Thinking 11s

Investors should be cautious and consider diversifying their portfolios to mitigate p
Based on the analysis, I can formulate a response that acknowledges the growth p

And, with widely available AI-integrated tools such as Lex Machina, attorneys can more effectively predict how other attorneys, judges, and parties will behave in courts or negotiations roughly through a combination of analytics and machine learning.

INTERNATIONAL APPLICATION

On the international side, AI can monitor changing regulations in different jurisdictions, which is crucial for firms with international clients sensitive to changing political landscapes. But, beyond just monitoring, AI can predict potential changes in regulations by analyzing trends, political statements, and policy discussions. This predictive capability allows lawyers to advise clients proactively, helping them to prepare for or influence forthcoming legislative changes. For example, AI might analyze political speeches, policy documents, and economic forecasts to predict shifts in tax laws or trade agreements, providing strategic foresight.

AI systems can continuously scan and analyze legislative and judicial databases, government

publications, and international legal news sources to provide real-time updates on regulatory changes. For instance, a law firm advising a multinational corporation could use AI to keep track of new data-protection laws in the EU; changes in trade policies in Asia; or environmental regulations in South America, ensuring their clients remain compliant across these diverse legal landscapes.

AI AS A COMPLEMENT TO HUMAN EXPERTISE

We are learning together that AI should be seen as a tool that complements human expertise, not one that replaces it. Lawyers should focus on using AI for repetitive tasks to enhance strategic thinking and client interaction. The advent of AI is birthing a new breed of lawyer—one who is as comfortable with algorithms as they are with arguments. This requires a shift in legal education and training, focusing not only on traditional legal skills but also on data literacy, AI ethics, and technology management. Law schools are beginning to integrate courses on legal tech, preparing future lawyers for this digital shift.

As promised, here are a few insights from trial and error when prompting or relatively simple model training on a language system like, among others, ChatGPT or Grok:

- 1 No need to be polite: eliminate "I want to," etc., and get straight to the point.
- 2 Break down complex tasks into a sequence of simpler prompts.
- 3 Remove all bias from prompts unless specifically seeking a skewed output.
- 4 In persuasive writing, provide context and tweak themes, tones, etc., till desired.
- 5 Call on the desired format for the output, e.g., "create a graph with this data."
- 6 Use examples to train models; use delimiters to separate different pieces of data within a text string.
- 7 Create guardrails with affirmative directives, e.g., "do include all research contained in folder Successful Challenges Under the Commerce Clause" while also "don't include any research outside of the folder."
- 8 To learn about a particular topic or concept and want to test your knowledge, simply ask it, for example, to explain a subject, provide only the most reliable sources, test your understanding with multiple choice questions, and don't show you the answers until promoted again to reveal them.



THE LIMITS OF AI: WHY MEDICAL JUDGMENT STILL BELONGS TO CLINICIANS

AI has transformed many aspects of healthcare, offering tools to assist with diagnosis, treatment, and patient management. However, its role is best seen as complementary rather than substitutive, particularly when it comes to the nuanced and empathetic aspects of clinical judgment. The American Medical Association (“AMA”) believes the human element in medicine is irreplaceable.¹ In fact, AMA adopted the term “augmented intelligence” to underscore AI’s supportive function, reflecting a consensus that human judgment remains central to clinical practice.² The president of the AMA, Dr. Jesse M. Ehrenfeld, MD, MPH, stated, “There is and will continue to be a human component to medicine, which cannot be replaced. AI is best optimized when it is designed to leverage human intelligence,” highlighting AI’s assistive role.³



For instance, AI struggles with the complexity of patient histories and cannot detect non-verbal cues, such as body language or tone, which are crucial for a comprehensive

understanding of a patient’s condition.⁴

For instance, chatbots may miss important details in complex medical histories and require human proofreading for accuracy, underscoring the need for human clinicians to ensure thorough evaluations. And, beyond technical capabilities, AI lacks the emotional intelligence required for compassionate patient care, a cornerstone of effective medicine. Human clinicians provide empathy and understanding, which are irreplaceable in building trust and addressing patients’ psychological needs.

ERROR 404 (WEBPAGE NOT FOUND) – AI HALLUCINATIONS

AI hallucinations refer to instances where generative AI systems, such as large language models, produce outputs that are factually incorrect, fabricated, or unsupported by their training data. Ever stumbled across an “Error 404: Webpage Not Found” sign in the digital wilds? This error occurs when a server can not locate a requested webpage, often due to a broken link or mistyped URL, serving as a fitting analogy for AI hallucinations. But going even deeper, these errors occur because AI generates responses based on statistical patterns and probabilistic associations rather than a true understanding of reality or verified facts. For example, an AI might invent case law citations or

misrepresent legal principles due to overgeneralization, biases in training data, or an inability to distinguish between real and plausible but fictitious information. This phenomenon, often termed “hallucination” in the industry, poses significant risks in legal contexts where accuracy and authenticity are paramount, especially when attorneys rely on such tools for drafting court documents.



The occurrence of AI hallucinations stems from the design of generative models, which prioritize fluency and coherence over factual precision. In legal practice, this can result in attorneys submitting documents with nonexistent precedents, undermining their credibility and violating ethical obligations. This was the topic of a recent opinion by the Florida Bar Board of Governors’ Review Committee on Professional Ethics: “a lawyer must verify the accuracy and sufficiency of all research performed by generative AI” to maintain the integrity of their work product, highlighting the necessity of diligent oversight to prevent errors in legal filings. Fla. Bar Eth. Op. 24-1, at 4 (Jan. 19, 2024).

Moreover, this responsibility is further underscored by a real-world example cited in the opinion, which notes that “a federal judge sanctioned two unwary lawyers and their law firm following their use of false citations created by generative AI,” illustrating the tangible consequences of neglecting to verify AI-generated content. *Id.* at 2.⁵

THE ETHICAL DILEMMAS OF MACHINE-DRIVEN PRACTICE OF LAW

Adherence to professional responsibility standards is essential. To mitigate risks, law firms must establish clear policies for AI usage, including regular audits to detect bias, safeguards for client confidentiality, and stringent review processes for AI-generated content. Florida’s legal ethics guidance emphasizes that lawyers should treat AI as an assistant, not a decision-maker, reinforcing the necessity of human oversight in legal practice. Attorneys must also be proactive in evaluating AI tools, ensuring that they comply with ethical and regulatory frameworks while maintaining the profession’s core values of fairness and accountability. Given AI’s potential

to amplify existing biases and create misleading outputs, lawyers must critically assess AI-generated legal analyses rather than relying on them unexamined

Ultimately, lawyers bear full responsibility for the accuracy and reliability of any AI-assisted work product. California and Florida bar associations have both emphasized that AI cannot replace an attorney’s duty to verify research, review legal documents, or ensure the ethical practice of law.

The growing reliance on AI in legal practice underscores the need for strong governance and oversight. By implementing rigorous review protocols and maintaining active involvement in AI-assisted work, attorneys can harness AI’s benefits while ensuring that ethical obligations and client trust remain intact.

FINAL THOUGHTS

There is so much more to learn! However, “[w]ith great power comes great responsibility,” said Voltaire, an 18th-century French author. The integration of AI into law brings ethical dilemmas: issues of privacy, data security, the potential for AI bias in decision-making, and not to mention outright hallucinations. Law firms must navigate these waters carefully, ensuring transparency with clients about AI use and maintaining the human oversight necessary to correct AI’s limitations. Double-check everything.

SOURCES:

- 1 Andis Robeznieks, *Why health care AI can't replace medicine's human component*, Feb 17, 2020, American Medical Association.
- 2 2018 AMA annual meeting, AMA board of trustees adopted AI recommendations from a panel of experts, one of which was to embrace the use of the term “augmented intelligence” rather than “artificial intelligence.” Dr. Jesse M. Ehrenfeld was the trustee chair at the time of the AMA’s adoption of this term.
- 3 Andis Robeznieks, *supra*.
- 4 Gokul Krishnan, *et. al.*, Artificial intelligence in clinical medicine: catalyzing a sustainable global healthcare paradigm, National Library of Medicine, National Center for Biotechnology Information, August 29 (2023).
- 5 Citing *Mata v. Avianca*, 22-cv-1461, 2023 WL 4114965, at 17 (S.D.N.Y. June 22, 2023).

Images in this article were provided by an AI source.



EDITORS' NOTE

Welcome to the Winter Edition of Global Reach! We are excited to present the edition of our International Satellite Office Newsletter titled "Global Reach." Global Reach will be published in a semi-annual basis and we encourage all of the offices to submit any news, accomplishments, and announcements for publication in our next edition.

We would like to send a special thanks to the members of the International Satellite Office Committee who contributed ideas and assisted in the completion of this project, a Reflection on Cross-selling and the ZP Model.

The ZP Satellite Office Model aims to create a forum which sustains and promotes cooperation.

We encourage all the ZP attorneys and acting coordinators to communicate and build lasting friendships with not only members of the Miami Office, but also members of the International Satellite Offices.

We look forward to continuing cultivating our friendships and working together in future endeavors.

Zumpano Patricios, P.A. is a full-service law firm. The firm is headquartered in Coral Gables, Florida and has Offices in: Chicago, Illinois; Las Vegas, Nevada; New York City, New York; and Salt Lake City, Utah.

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GLOBAL REACH is intended for internal use and distribution among members of Zumpano Patricios.

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