

General Terms and Conditions

Applicable to every quotation, Service Agreement and Purchase Order

Sabisu Consulting BV, trading as Salviminda · Leuvensesteenweg 280, 3200 Aarschot, Belgium · BE 1003.537.848

Version 2.0 — in force since 30 September 2026

1. General

1.1 These General Terms and Conditions apply to every Framework Service Agreement and every Purchase Order entered into between Sabisu Consulting BV, trading as Salviminda (the 'Service Provider'), and its client (the 'Client'), and form an integral part thereof. In the event of a conflict, the provisions of the applicable Framework Agreement or Purchase Order shall prevail.

1.2 The Service Provider may amend these General Terms and Conditions and its tariffs at any time. Amendments apply to orders entered into after their publication on this page; they do not alter an order already placed.

1.3 The Client may not transfer the rights or obligations arising from an Agreement to a third party without the prior written consent of the Service Provider.

1.4 If any provision of these General Terms and Conditions is declared void or unenforceable, the remaining provisions remain in force.

2. Prices and quotations

2.1 Unless otherwise stated, the terms and prices of a quotation are valid for one month from its date of issue.

2.2 The prices stated in a quotation become binding on the Service Provider only after express confirmation of the order by both parties, by signature of the Purchase Order.

2.3 Unless otherwise stated, prices are expressed in euros and exclusive of VAT. Travel costs and other ancillary costs are not included unless expressly agreed otherwise.

2.4 For services performed outside normal office hours — 08:30 to 17:30 on working days — the Service Provider may charge a surcharge of 50% on normal tariffs, and of 100% at weekends and on public holidays.

2.5 The Service Provider reserves the right to pass on to the Client any proportional price increase resulting from changes in exchange rates, taxes or social charges occurring after the quotation but before performance.

3. Delivery timelines

3.1 Delivery timelines stated in a quotation or Purchase Order are indicative unless expressly stated otherwise. They may be extended where the Client is late in providing the elements necessary for performance, or in the event of payment arrears.

3.2 Unless expressly stated otherwise, or in the event of gross negligence by the Service Provider, a delay in delivery does not give rise to cancellation of the order, termination of the Agreement, or payment of compensation.

4. Cancellation and renewal

4.1 If the Client cancels a Purchase Order before performance begins, or renders performance impossible, the Client owes a fixed fee of 25% of the total amount of the order, without prejudice to the Service Provider's right to claim higher compensation on proof of actual loss.

4.2 If part of the order has already been performed before cancellation, the Service Provider may invoice the part already performed and terminate the Agreement for the remainder, subject to the fee in Article 4.1 on the unperformed part.

4.3 Subscriptions entered into for a fixed term — in particular the B2BRouter subscription and S-Link — renew automatically for an identical term unless written notice of non-renewal is sent to sales@salviminda.com no later than three months before the expiry date.

5. Termination

5.1 The Service Provider may terminate the Agreement with immediate effect, without judicial intervention, if the Client fails, within one week of written notice of default, to remedy a breach of its obligations, including non-payment of invoices more than 14 days after written notice, or if the Client has provided misleading information that jeopardises performance of the Services.

5.2 The Service Provider may also terminate the Agreement without judicial intervention, with immediate effect, in the event of bankruptcy, apparent insolvency or an application for judicial reorganisation of the Client.

5.3 Termination under this Article is without prejudice to payment for Services already delivered and to the recovery of costs under Article 7.

6. Liability and complaints

6.1 The Service Provider undertakes to deliver Services that comply with the agreed specifications and to make all reasonable efforts to prevent and resolve technical problems, within the framework of a best-efforts obligation. This does not cover the operation of the B2BRouter platform or the Peppol network, which are governed by their own terms and conditions (see Article 12 of the Service Agreement).

6.2 Any complaint regarding defects or non-conformities must be communicated in writing to the Service Provider within five days of delivery or commissioning, and any complaint regarding a hidden defect within 14 days of its discovery. A complaint does not suspend the Client's payment obligation.

6.3 The Service Provider's liability for third-party products or software, including the B2BRouter platform, is limited to the warranties granted by those third parties themselves.

6.4 The Service Provider is not liable for indirect or consequential loss, including loss of profit, loss of clients or loss of data, arising from use of the Services or of third-party platforms.

6.5 In the event of force majeure — including natural disasters, fire, armed conflict, government measures, strikes, cyberattacks, prolonged unavailability of telecommunications or hosting services, or default of a third-

party supplier such as B2Brouter — the Service Provider may suspend or terminate performance of the Agreement in whole or in part, without compensation.

6.6 The Client indemnifies the Service Provider against any third-party claim arising from use of the Services, save in the event of fault on the part of the Service Provider.

6.7 The total liability of the Service Provider is limited as set out in Article 6 of the Service Agreement.

7. Invoices and payment

7.1 Unless otherwise agreed in writing, invoices are payable within 30 days of their issue date, by bank transfer to the account stated on the invoice.

7.2 The Service Provider may issue advance or interim invoices, in particular for annual subscriptions and for deposits provided for in a Purchase Order.

7.3 In the event of non-payment by the due date, interest is due by operation of law and without notice of default at 10% per annum, together with the fixed compensation of EUR 40 for recovery costs provided for by the Belgian Act of 2 August 2002 on combating late payment in commercial transactions, without prejudice to the Service Provider's right to claim reasonable additional recovery costs actually incurred.

7.4 Any complaint regarding an invoice must be communicated in writing within ten days of receipt; failing this, the invoice is deemed accepted without reservation.

7.5 Amounts owed by the Client may not be set off against any claim the Client may have against the Service Provider.

8. Data protection

8.1 Where the Service Provider processes personal data on behalf of the Client in the course of delivering the Services, it does so as processor within the meaning of Article 28 GDPR, on the basis of the Data Processing Agreement, which forms part of the Agreement between the parties.

8.2 The current list of sub-processors is published at salviminda.com/legal/sub-processors. The Service Provider's own handling of personal data is described in the Privacy Notice.

9. Governing law and jurisdiction

9.1 All Agreements with the Service Provider are exclusively governed by Belgian law.

9.2 Any dispute concerning the validity, interpretation or performance of an Agreement falls under the exclusive jurisdiction of the courts of Leuven.