SALVIMINDA

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 2.2 — in force since 28 October 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 Subject to clause 1.5, the Service Provider may amend these General Terms and Conditions and its tariffs where it has a valid reason to do so. 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.

1.5 No increase in the prices applicable to a Purchase Order takes effect during the term of that Purchase Order, save for a genuine pass-through of a price increase imposed on the Service Provider by a third-party supplier whose services form part of the Service. Where such a pass-through increase exceeds 5% of the affected fee, or where an amendment to these General Terms and Conditions is materially detrimental to the Client, the Client may terminate the affected Purchase Order on 30 days' written notice without penalty, with effect no earlier than the date on which the increase or amendment would take effect.

1.6 Transmission Platform means the platform identified in the Purchase Order through which electronic documents are sent and received via the Peppol network or an applicable national platform, as further defined in Article 2 of the Service Agreement. A Transmission Platform is either procured by the Service Provider and made available to the Client, or contracted by the Client directly with the platform provider, as the Purchase Order specifies.

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 renew automatically for an identical term unless written notice of non-renewal is sent to sales@salviminda.com before the expiry date. The notice period is three months where a subscription procured by the Service Provider from a Transmission Platform provider underpins the Purchase Order, reflecting the notice period to which the Service Provider is itself bound; in all other cases the notice period is one month.

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 a Transmission Platform or of 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 30 days of delivery or commissioning, and any complaint regarding a hidden defect within 30 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 a Transmission 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 Neither party is liable for a failure to perform caused by force majeure, being an event beyond the reasonable control of that party which it could not have prevented or overcome by the exercise of reasonable care, including natural disasters, fire, armed conflict, government measures, strikes, and the prolonged, large-scale unavailability of telecommunications or hosting infrastructure.

A cyberattack, security incident or outage affecting the Service Provider's systems or hosting environment constitutes force majeure only where the Service Provider demonstrates that (a) it occurred notwithstanding the implementation and maintenance of the technical and organisational measures the Service Provider has undertaken under the Data Processing Agreement and the Technical and Organisational Measures; (b) it is not attributable to an act, omission or failure of the Service Provider, including any failure of configuration, patching, access management, capacity management, monitoring or supplier oversight; and (c) the Service Provider took all reasonable steps to prevent, contain and mitigate it. An incident that the measures referred to in (a) are designed to prevent is not force majeure.

The default of a Transmission Platform provider or of another third-party supplier constitutes force majeure only where that default itself results from an event of force majeure affecting that supplier.

Force majeure suspends the affected obligations for as long as the event continues. It does not suspend the Service Provider's obligations in respect of business continuity, data recovery, or notification of a personal data breach or security incident. Where force majeure continues for more than 30 consecutive days, either party may terminate the affected Purchase Order on written notice without penalty, and the Service Provider shall refund any fees paid in advance in respect of the unperformed part.

6.6 Each party indemnifies the other against third-party claims arising from its own breach of the Agreement or its own fault, subject to the limitations of liability in Article 6 of the Service Agreement and, in respect of personal data, the Data Processing Agreement.

6.7 Nothing in clauses 6.1, 6.3, 6.4 or 6.5, or elsewhere in these General Terms and Conditions, excludes or limits the liability of the Service Provider in the case of intent or gross negligence on its part, or in any other case in which liability may not be excluded or limited under Belgian law.

6.8 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 30 days of receipt; failing this, the invoice is deemed accepted without reservation.

7.5 The Client may set off against, or withhold from, amounts owed to the Service Provider any claim of the Client against the Service Provider that is undisputed by the Service Provider or that has been finally determined by a competent court. Where a deliverable under a Purchase Order is incomplete or defective and the Service Provider does not dispute the Client's claim in respect of it, that claim is undisputed for the purposes of this clause. The Client may not otherwise set off or withhold payment.

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.