

General terms of service

Romeijer Advisory SRL, Chemin du Castelet 4, 7060 Soignies (Belgium), company number BE 1035.372.456, RLE Hainaut, Mons division ("Romeijer Advisory"). · Version of 22 October 2026

1. Scope

These terms apply to all consulting, support and training services provided by Romeijer Advisory to clients acting for professional purposes (the "Client").

The accepted quotation prevails over these terms in case of conflict. The Client's general purchasing conditions do not apply unless expressly accepted in writing by Romeijer Advisory.

2. Formation of the contract

The contract is formed by electronic signature of the quotation on the portal, by its handwritten signature or by unreserved written acceptance during its validity period. The accepted quotation, its appendices and these terms form the entire agreement.

These terms are attached to every proposal and available at any time at romeijeradvisory.com/conditions-generales. The proposal states the applicable version.

3. Nature of the services

Romeijer Advisory has an obligation of means. It does not commit to a commercial result such as revenue, a conversion rate or the signature of a deal, which depend on decisions by the Client and third parties.

The Client remains solely responsible for its decisions and for the use it makes of the recommendations. It validates technical, legal, financial and cost assumptions before any use with its own customers.

Romeijer Advisory acts as an independent contractor, without any relationship of subordination. It entrusts all or part of a service to another consultant only with the Client's written consent. The use of technical tools and providers (hosting, email, CRM, videoconferencing, note-taking, analysis and artificial intelligence tools) is not subcontracting of the service; it is governed by sections 11 and 13.

4. Client cooperation

The Client provides, within the agreed deadlines, the information, access and inputs listed in the quotation and appoints a sponsor. It gives consolidated feedback within five working days of each delivery; failing reasoned feedback within that period, the deliverable is deemed accepted.

If an essential input is still missing five working days after a written reminder, the deliverable concerned may be reduced to a documented method that the Client completes with its own data, without any reduction in fees. Deadlines are extended by the duration of any delay attributable to the Client.

5. Scope and changes

The scope is the one described in the quotation. Each deliverable includes one revision cycle. Any additional request requires prior written agreement on scope, schedule and fees.

6. Rescheduling and cancellation

A session or an on-site day may be rescheduled free of charge once if the request is received at least five working days in advance. Below that, travel costs already incurred remain due and the on-site day is invoiced at 50% of its value stated in the quotation or, failing that, of the engagement price divided by the number of planned days.

The Client may terminate an engagement at any time in writing. The fees for the current phase and for completed phases, according to the value of each phase stated in the quotation, and the costs incurred remain due. The guarantees described in the quotation take precedence.

7. Fees and expenses

Fees are fixed and stated exclusive of VAT. VAT is applied in accordance with the rules in force, including the reverse charge for VAT-registered clients established in another Member State.

Travel time is included unless stated otherwise. Transport and accommodation costs are agreed in advance and recharged at actual cost, without mark-up.

The fees for recurring support may be revised once a year with two months' written notice; the Client may then terminate it at no cost before the revision takes effect.

8. Invoicing and payment

Invoices are issued according to the payment schedule in the quotation and paid by bank transfer. The advance invoice is payable on receipt and the engagement starts upon its payment; other invoices are payable within 14 days of their date unless the quotation states otherwise. Any dispute about an invoice must be sent in writing, with reasons, within fifteen days of its receipt.

Late payment automatically bears, without prior notice, interest at the rate set by the Belgian law of 2 August 2002 on combating late payment in commercial transactions, together with the fixed recovery compensation provided by that law, without prejudice to higher recovery costs duly justified.

If a formal notice remains without effect for eight days, Romeijer Advisory may suspend its services until payment.

9. Commercial guarantees

The guarantees specific to each offer are those described in the quotation, under the conditions stated there. They take the form of a waiver of invoicing or an extension of the work. Their application excludes any other compensation for the event they cover, without prejudice to section 14 in case of breach of contract.

10. Intellectual property

After full payment, the Client has a non-exclusive, perpetual and royalty-free right to use, modify and reproduce the deliverables for the internal needs of its business and its subsidiaries.

Romeijer Advisory retains all rights in its pre-existing or generic methods, models, tools, grids and know-how, including when they are incorporated into the deliverables, and may reuse the general lessons of the engagement in a form that does not identify the Client.

11. Confidentiality

Each party keeps confidential the non-public information of the other party, uses it only for the engagement and discloses it only to those who need it. This obligation lasts during the engagement and for three years after it ends. It does not cover information that

is public, already known, lawfully received from a third party or whose disclosure is required by law or by an authority.

Romeijer Advisory processes such information only with the tools listed at romeijeradvisory.com/sous-traitants, whose terms or settings exclude the use of the Client's content to train artificial intelligence models. The Client may request in writing that designated information is not processed by any artificial intelligence tool.

12. References

Romeijer Advisory names the Client, or publishes a case study or testimonial, only with its prior written consent, unless consideration for this is expressly provided for in the quotation.

13. Personal data

13.1 Each party complies with Regulation (EU) 2016/679 (GDPR) and the Belgian law of 30 July 2018. Each party is the controller of the processing it carries out for its own purposes, in particular the management of the business relationship.

13.2 Where, for the engagement, Romeijer Advisory processes personal data on behalf of the Client (contacts, proposals, CRM or ERP data), it acts as processor within the meaning of Article 28 GDPR and this section constitutes the data processing agreement. Subject matter and duration: the engagement. Purpose: analysis, advice and production of the deliverables. Data subjects: the Client's customers, prospects, suppliers and staff. Data: identity, business contact details, position, sales history, prices and terms.

13.3 Romeijer Advisory:

- (a) processes these data only on the Client's documented instructions, the quotation and written exchanges constituting instructions, and informs the Client if an instruction appears to infringe the GDPR;
- (b) gives access to them only to persons bound by confidentiality;
- (c) applies appropriate security measures (named accounts, strong authentication where available, encrypted communications);
- (d) may use the sub-processors listed at romeijeradvisory.com/sous-traitants, informs the Client by email of any addition or replacement at least fifteen days in advance, the Client being able to object on reasonable grounds, and imposes equivalent obligations on each of them;
- (e) assists the Client in responding to requests from data subjects and in meeting its obligations under Articles 32 to 36 GDPR;
- (f) notifies the Client of any breach affecting these data without undue delay and no later than 48 hours after becoming aware of it;
- (g) at the end of the engagement, deletes or returns these data at the Client's choice within thirty days, unless retention is required by law;

(h) makes available the information needed to demonstrate compliance with this section and allows a reasonable audit, at the Client's expense, with thirty days' notice.

13.4 No transfer outside the European Economic Area takes place without an adequacy decision or standard contractual clauses.

14. Liability

Romeijer Advisory's liability is limited to direct and foreseeable damage. It is capped, for all claims relating to an engagement, at the amount, excluding VAT, of the fees paid or due for that engagement; for recurring support, at the fees of the last twelve months. It does not cover indirect damage such as loss of revenue, orders, margin or customers.

These limitations do not apply in case of fraud, wilful misconduct, gross negligence, or harm to life or physical integrity. Any claim must be notified in writing within twelve months of the end of the engagement.

Romeijer Advisory holds professional liability insurance with AXA Belgium.

15. Force majeure

Neither party is liable for delay or non-performance caused by an event beyond its reasonable control. Deadlines are suspended for its duration; beyond 30 days, either party may terminate the engagement, the services performed remaining due.

16. Termination

In case of a serious breach not remedied fifteen days after a written formal notice, the other party may terminate the contract without compensation.

Recurring support is entered into for its minimum term, then continues from month to month; either party may terminate it with one month's notice.

17. Miscellaneous

The invalidity of a clause does not affect the others. Failure to exercise a right does not constitute a waiver. Communications by email are deemed to be in writing. Electronic acceptance of a quotation on the portal and the portal's logs constitute evidence of that acceptance. In case of translation, the French version prevails.

18. Governing law and disputes

The contract is governed by Belgian law. The parties first seek an amicable solution. Failing this within thirty days, only the courts of the judicial district of Romeijer Advisory's registered office (at the date hereof: the Hainaut Enterprise Court, Mons division) have jurisdiction.