

MERIDIAN CONSULTING

Business Support · Procurement · Business Development

Terms and Conditions

Applicable to all offers, pro forma invoices and engagements

Document: Terms and Conditions

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Applicable to all services provided by Meridian Consulting

IN BRIEF — FOR THE CLIENT

Meridian Consulting provides professional business support: business plans and market analyses, consulting and operational optimisation, procurement analysis, and product development and private label support.

- What we deliver: documents, analyses, recommendations, strategies and process coordination — as defined in the scope set out in the offer.
- What we cannot guarantee: approval of Croatian Employment Service (HZZ) grant applications, bank loans, Croatian Bank for Reconstruction and Development (HBOR) or HAMAG-BICRO financing, or any other outcome dependent on a third party; acceptance of terms by suppliers; market success of products; revenue growth or cost reduction as a result of implemented recommendations.
- What you need to provide us with: all relevant information, documents and data required for the performance of the service — accurate, complete and truthful.
- Who is responsible for the data: You. Meridian Consulting works on the basis of what you provide and is not liable for consequences arising from inaccurate or incomplete information.
- Who makes business decisions: You. Our recommendations, analyses and projections are professional opinion, not a guarantee of outcome. All final decisions are yours to make, at your own responsibility.
- Revisions: the price includes one (1) round of revisions within the agreed scope, unless the offer provides otherwise. A revision means a refinement — not a change of concept or new scope.
- Timelines: they begin to run from the date of acceptance of the offer or receipt of the advance payment — whichever is later. Each day of delay on your side in providing information automatically extends the deadline.
- Third-party decisions: the Croatian Employment Service (HZZ), banks, suppliers, manufacturers and the market all act independently of us. Meridian Consulting is not liable for their decisions.

Note: Meridian Consulting is not a law firm, tax adviser, accounting service, auditor, investment adviser, bank, public authority, Croatian Employment Service (HZZ), Croatian Bank for Reconstruction and Development (HBOR), HAMAG-BICRO, supplier or manufacturer. All recommendations, analyses and projections constitute professional business support, not a guarantee of outcome.

1. APPLICABILITY AND ACCEPTANCE

1.1 These Terms and Conditions (hereinafter: T&C) apply to all services provided by Meridian Consulting, a sole proprietorship for services, owner Dominik Prelec, Personal Identification Number (OIB): 31067370742, address: Marinići 127, 51216 Viškovo, Republic of Croatia (hereinafter: the Provider or Meridian Consulting).

1.2 These T&C form an integral part of every offer, pro forma invoice or contract issued by the Provider to the Client. By accepting an offer, making payment against a pro forma invoice or providing written confirmation, the Client declares that they have read, understood and accepted these T&C in full. Where a signed Master Services Agreement exists between the Provider and the Client, the terms of that agreement shall take precedence over these T&C to the extent of any inconsistency. Where the offer, pro forma invoice or other written communication states that the service commences immediately upon acceptance of the offer, payment of the pro forma invoice or other written confirmation, a Client who is a consumer thereby also requests the commencement of the service before the expiry of the 14-day withdrawal period and confirms that they are aware of the consequences of full performance of the service before the expiry of that period.

1.3 The Client is any natural or legal person who engages or receives services from the Provider. A Client who is a natural person (consumer) benefits from additional protection under the Croatian Consumer Protection Act and associated mandatory legal provisions in force at the time of entering into the agreement, and these T&C shall be interpreted in the manner most favourable to the consumer in case of doubt.

1.4 Meridian Consulting reserves the right to amend these T&C at any time. Updated terms will be published on the website meridian-consulting.hr and will apply to engagements entered into after the date of publication. Amendments to these T&C apply exclusively to engagements entered into after the date of publication of the amended terms and are not applied retroactively to agreements already concluded.

Important: These T&C do not exclude or limit any rights that consumers hold under mandatory legal provisions of the Republic of Croatia and the European Union.

2. SERVICES AND SCOPE OF WORK

2.1 Meridian Consulting provides professional consulting and advisory services in the areas of business start-up and development, business consulting and optimisation, procurement and supplier management, and product development and private label. The precise scope, content and expected outcomes for each engagement are defined in a written offer or pro forma invoice issued to the Client prior to commencement of work.

2.2 Meridian Consulting provides its services with professional skill and care. It does not guarantee any specific business outcome — such as approval of financing, a successful public grant application, revenue growth, cost reduction, acceptance of terms by suppliers, or market success of products. Advice, analyses and documents are based on information provided by the Client and on the regulatory and market conditions at the time of preparation.

2.3 Any changes to the agreed scope (expansion, reduction or change of timelines) must be confirmed in writing — email is sufficient — and may affect the price and schedule. If requested changes would increase the initially agreed time or resource commitment by more than 20%, Meridian Consulting reserves the right to suspend further work until a new offer or addendum with adjusted price and timelines has been signed.

2.4 Meridian Consulting is not a law firm, tax adviser, accounting service, auditor or investment adviser. Advice given in the course of consulting services does not substitute advice from a licensed professional in those fields.

2.5 The Client confirms that all business decisions are made independently and at their own responsibility. The Provider's recommendations, analyses and projections constitute professional opinion only and must not be treated as the sole basis for business decisions.

2.6 If the Client requests the inclusion of inaccurate, unverifiable, misleading, unlawful or data contrary to mandatory legal provisions, public order or fair business practices in any document or analysis, Meridian Consulting has the right to refuse such a request, suspend work or terminate the engagement. In the event of termination on these grounds, Meridian Consulting is entitled to charge the proportionate fee for work actually performed, and any overpaid amount is returned to the Client.

3. FEES AND PAYMENT TERMS

3.1 All fees are stated in euros (EUR) in the relevant offer or pro forma invoice. Meridian Consulting is not registered for VAT and applies the VAT exemption under Article 90(1) of the Croatian Value Added Tax Act. VAT is not charged on issued invoices for as long as this tax status remains applicable. The stated price is final.

3.2 Payment is made by bank transfer to the IBAN specified in the document, within the period stated on the pro forma invoice or invoice. Where no payment period is stated, the default payment term is 15 (fifteen) calendar days from the date of issue of the document.

3.3 For multi-phase or longer-term engagements (engagements with a total value exceeding EUR 1,000 or a duration exceeding 30 days), Meridian Consulting may require an advance payment of up to 50% of the total fee prior to commencement of work. For shorter or one-off engagements (value up to EUR 1,000), full advance payment of up to 100% of the service value may be required. No interest is charged on advance payments made, unless expressly agreed otherwise or unless this would be contrary to mandatory legal provisions applicable to consumers.

3.4 In the event of late payment, Meridian Consulting reserves the right to: (a) suspend work without liability for any resulting delay in delivery; (b) withhold delivery of completed results until all outstanding amounts have been paid in full; (c) charge statutory default interest from the first day of delay.

3.5 Any third-party costs incurred in connection with the service (government fees, registration charges, agreed travel expenses, etc.) are invoiced separately, subject to the Client's prior consent.

3.6 Where the fee has been agreed on a variable basis (commission, success fee or percentage of the result achieved), the right to payment arises upon achievement of the agreed result, regardless of any subsequent arrangements between the Client and third parties. The basis for calculation and the payment terms are defined in the offer or in a separate agreement.

Right of withdrawal (consumers): A consumer who has entered into a distance contract or a contract concluded off-premises has the right of withdrawal without giving reasons within 14 days of entering into the agreement. Where the offer, pro forma invoice or other written communication states that the service commences before the expiry of that period, by accepting the offer, paying the pro forma invoice or providing another written confirmation, the consumer confirms that they request the commencement of the service before the expiry of the withdrawal period. If the consumer withdraws after the service has commenced, they are required to pay the proportionate amount for the part of the service performed up to the moment of notification of withdrawal. The right of withdrawal ceases if the service is fully performed before the expiry of the 14-day period, provided that the consumer has previously requested the commencement of the service and confirmed that they are aware of the consequences of full performance. Mandatory consumer protection provisions in force at the time of entering into the agreement always take precedence.

4. DELIVERY AND TIMELINES

4.1 Delivery timelines stated in the offer begin to run from: (a) the date of the Client's acceptance of the offer, or (b) the date of receipt of the advance payment — whichever is later. Timelines are automatically extended by one day for each day of delay caused by the Client in providing required information or materials.

4.2 The Client is required to provide the Provider with all information, documents and access necessary for the performance of the service in a timely manner. The Client bears sole responsibility for the accuracy, completeness and truthfulness of the information provided. Meridian Consulting does not independently verify and is not liable for inaccurate or incomplete data provided by the Client. The Client warrants that they hold all rights in respect of the materials they provide to the Provider.

4.3 Delivered materials are transmitted electronically (by email or via an agreed platform), unless otherwise agreed. Delivery is deemed duly effected at the moment of transmission of the email containing the deliverable to the Client's email address. The Provider uses the email address provided by the Client in the offer, pro forma invoice or other written communication. If the Client provides an incorrect or outdated email address, the risk of non-delivery is borne by the Client.

4.4 The Client is entitled to one (1) round of revisions to the delivered materials within the agreed fee, unless the offer provides otherwise. Additional revision rounds are invoiced at the applicable hourly rate. A revision means a refinement within the initially agreed scope — not a change of concept, addition of new analyses or expansion of scope.

4.5 The Client is required to review the delivered materials without delay and submit any written comments within 5 (five) business days of delivery. If no comments are submitted within that period, the materials are deemed accepted without objection in respect of the agreed delivery scope. Comments on delivered materials relate to refinements within the initially agreed scope and do not limit the consumer's right to submit a formal complaint pursuant to Article 10 of these T&C and applicable legal provisions.

5. CLIENT OBLIGATIONS

5.1 The Client undertakes to: provide all requested information, documents and materials in a timely manner; be available for agreed communication and consultations; cooperate actively to enable effective performance of the service; and make decisions necessary for the continuation of work in a timely manner.

5.2 The Client is responsible for the accuracy, completeness and truthfulness of all data provided. Meridian Consulting does not carry out independent verification of data provided and is not liable for outcomes arising from inaccurate or incomplete information.

5.3 The Client is responsible for fulfilling all legal, regulatory and formal requirements applicable to them — including, but not limited to: requirements of public calls for applications, status with the relevant authorities, timely submission of documentation, registration of the business entity, and all obligations arising after potential approval of a grant or financing.

6. CONFIDENTIALITY

6.1 Meridian Consulting treats all information provided by the Client as confidential and will not share it with third parties without the Client's written consent, except where required by law or where necessary for the provision of the service (e.g. engaged advisers or sub-contractors who are bound by equivalent confidentiality obligations).

6.2 The Client undertakes not to share the Provider's delivered materials, methodologies and tools with third parties without prior written consent, and to use them solely for their own internal purposes.

6.3 Meridian Consulting reserves the right to use anonymised project data, without identification of the Client, for its own marketing and educational purposes.

6.4 The confidentiality obligation applies for the duration of the engagement and for at least three (3) years after its conclusion, and without time limitation in respect of information constituting a trade secret or business secret.

6.5 For the purpose of preparing analyses, documents, projections and other deliverables, Meridian Consulting may use professional office, cloud, analytics and digital tools, including tools for text processing, data analysis and business analysis. Confidential and personal data are processed only to the extent necessary for the provision of the service, with reasonable technical and organisational safeguards in place.

7. INTELLECTUAL PROPERTY

7.1 All materials, templates, methodologies and tools used by Meridian Consulting in connection with the service that were developed independently of the specific engagement remain the exclusive property of the Provider.

7.2 Documents and materials specifically created for the Client become the Client's property upon receipt of full payment. Until that point, Meridian Consulting retains all copyright and proprietary rights in the delivered materials.

7.3 The Client is granted a non-exclusive licence to use the delivered materials for their own purposes. Resale, public disclosure or further assignment to third parties is not permitted without the Provider's written consent.

8. LIMITATION OF LIABILITY

8.1 Meridian Consulting is liable for damage caused by wilful misconduct or gross negligence in the performance of its contractual obligations. Liability for ordinary negligence, indirect damage, loss of profit and unforeseeable damage is excluded for business clients to the extent permitted by mandatory legal provisions. For Clients who are consumers, this provision does not exclude liability in cases and to the extent prescribed by mandatory legal provisions, including the Croatian Consumer Protection Act and the Croatian Civil Obligations Act.

8.2 The Provider's total aggregate liability is in all cases limited to the amount actually paid by the Client for the specific service from which the damage arose.

8.3 Meridian Consulting is not liable for outcomes that depend on decisions of third parties — including, but not limited to: approvals by competent authorities, banks and funds; acceptance of terms by suppliers and manufacturers; market success of a product or business venture; nor for damage arising from information provided by the Client that was accurate but incomplete.

8.4 Meridian Consulting is not liable for the quality, delivery timelines, prices, availability or conduct of third parties whose services or products it recommends or coordinates in the course of an engagement.

Note for consumers: The liability limitations in Articles 8.1 and 8.2 do not apply to the extent that they would be contrary to mandatory provisions of applicable consumer protection legislation.

9. TERMINATION AND CANCELLATION

9.1 Either party may terminate an engagement by written notice (email is sufficient) at any time. In the event of cancellation by the Client after work has commenced, the proportionate fee corresponding to the work actually performed up to the moment of notification of termination is charged. The advance payment is applied against that amount; any overpaid amount is returned to the Client, unless otherwise permitted by mandatory legal provisions or specifically agreed in writing for business clients.

9.2 Meridian Consulting may terminate an engagement with immediate effect if: (a) the Client fails to pay within the agreed term; (b) the Client provides inaccurate or misleading information; (c) the Client publicly makes untrue or misleading statements about the Provider, or discloses confidential information to third parties without consent; (d) circumstances arise that prevent proper delivery of the service through no fault of the Provider.

9.3 In the event of termination by the Provider through no fault of the Client, the proportionate part of the fee already paid for work not yet performed is returned to the Client.

9.4 Meridian Consulting reserves the right to decline to enter into a contract or to discontinue an engagement where there is reasonable cause to do so — in particular non-payment, lack of cooperation, provision of inaccurate information, or requests that are contrary to Article 2.6 of these T&C.

10. COMPLAINTS

10.1 A Client who is not satisfied with the service provided may submit a written complaint at the Provider's business premises or registered address, by post to the Provider's registered address, or by email to: info@meridian-consulting.hr.

10.2 Meridian Consulting will acknowledge receipt of the complaint and respond in writing within 15 (fifteen) days of receipt. If the complaint requires further investigation, the Provider will notify the Client of this within the same period.

10.3 Meridian Consulting maintains a record of complaints received and retains it for at least one (1) year.

10.4 To enable efficient processing, a complaint should include a description of the service to which it relates, a specific statement of the deficiency, and the Client's contact details. If a complaint does not contain sufficient information for processing, Meridian Consulting may request supplementary information.

11. DATA PROTECTION

11.1 Meridian Consulting processes the Client's personal data (full name, email, telephone number, Personal Identification Number (OIB) and, where applicable, financial data) solely for the purposes of providing the agreed service, issuing invoices and fulfilling statutory obligations, on the legal basis of contractual performance (Article 6(1)(b) of Regulation (EU) 2016/679 — GDPR).

11.2 Data is retained for the duration of the business relationship and for statutory retention periods required by law (up to a maximum of 11 years for accounting documentation). Data is not disclosed to third parties without consent, except where required by law.

11.3 The Client has the right of access, rectification, erasure, restriction of processing, data portability and the right to object, in accordance with the GDPR. Requests may be submitted to: info@meridian-consulting.hr. The Client also has the right to lodge a complaint with the Croatian Personal Data Protection Agency (AZOP) at www.azop.hr.

11.4 Meridian Consulting implements appropriate technical and organisational measures to protect personal data against unauthorised access, loss or destruction.

12. FORCE MAJEURE

12.1 Meridian Consulting is not liable for any delay or failure to perform caused by circumstances beyond its reasonable control: natural disasters, serious illness, infrastructure failures, legal prohibitions and the like. Upon the occurrence of such circumstances, Meridian Consulting will notify the Client within a reasonable time and propose a revised solution or termination of the engagement without financial penalty.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 These T&C and all contractual relationships with the Provider are governed by and construed in accordance with the law of the Republic of Croatia.

13.2 For business clients, where a dispute cannot be resolved through direct negotiation or mediation, the competent court at the Provider's registered seat shall have jurisdiction, unless otherwise agreed in writing or required by mandatory legal provisions.

13.3 A Client who is a consumer may refer a dispute to the competent body for alternative consumer dispute resolution, including the Mediation Centre at the Croatian Chamber of Economy (HGK), or to the competent court in accordance with mandatory legal provisions applicable to consumers. Meridian Consulting is, in accordance with applicable legal provisions, prepared to participate in out-of-court consumer dispute resolution proceedings before the competent body.

14. SPECIAL PROVISIONS BY TYPE OF SERVICE

The provisions of this section supplement the general terms and conditions and apply to the relevant service category. In the event of any inconsistency with the general provisions, the special provisions take precedence.

A) Business Start-up and Development

Applies to: HZZ business plans, business plans for financing (banks, HAMAG-BICRO, HBOR, investors) and market analyses.

A1 Meridian Consulting does not guarantee approval of a Croatian Employment Service (HZZ) grant application, a bank loan, Croatian Bank for Reconstruction and Development (HBOR) or HAMAG-BICRO financing, an investment, or any other outcome dependent on a decision by a third party.

A2 Business plans, cost plans, market analyses and financial projections are prepared on the basis of information provided by the Client. The Client is responsible for their accuracy, completeness and truthfulness.

A3 Financial projections constitute an estimate and working model based on the data provided and available market information. They are not a guarantee of future revenue, profit, liquidity or market success.

A4 The Client is solely responsible for fulfilling the formal eligibility criteria of a public call for applications, their status with the Croatian Employment Service (HZZ) or another institution, timely submission of documentation, registration of the business entity, and all obligations arising after potential approval of a grant or financing.

A5 Where the Croatian Employment Service (HZZ), a bank or another institution requests supplementary information or amendments after submission, the following distinction applies: one round of minor supplements within the initial scope is included in the price; requests that fall outside the initial scope (new sections, change of concept, new financial analysis, etc.) are the subject of a separate offer.

A6 Rejection of an application by the Croatian Employment Service (HZZ), a bank or another institution does not in itself mean that the service has not been performed, provided that the agreed deliverable has been duly prepared and delivered to the Client.

A7 The Client is required to review and approve the final version of the business plan, cost plan, financial projections or other documentation before submission to the Croatian Employment Service (HZZ), a bank or another institution. Upon delivery of the documentation to the Client for review, Meridian Consulting is deemed to have fulfilled its delivery obligation.

A8 Submission of documentation on behalf of the Client to institutions is not included in the service, unless expressly agreed in the offer.

A9 Supplements requested by the Croatian Employment Service (HZZ), a bank or another institution after submission are included in the price only if they constitute minor supplements within the initial scope and if the request for supplementation is delivered to Meridian Consulting within a reasonable period — approximately 30 days from delivery or submission of the documentation. Requests that exceed the initial scope are the subject of a separate offer.

B) Business Consulting and Optimisation

Applies to: individual business consultations, operational optimisation and external business partner services.

B1 Meridian Consulting provides professional opinion, analyses, recommendations, guidance and operational support. The Client independently makes all final business decisions.

B2 Revenue growth, cost reduction, increased profitability, successful reorganisation and other specific business results are not guaranteed.

B3 The success of implemented recommendations depends on the quality of the data provided, the Client's timely cooperation, the actual implementation of recommendations, market conditions and other circumstances beyond Meridian Consulting's control.

B4 If the Client does not implement the recommendations, implements them only in part, or modifies them without prior consultation, Meridian Consulting is not liable for the consequences of such (non-)implementation.

B5 Consultations and advisory recommendations do not substitute legal, tax, accounting, audit or investment advice.

C) Procurement and Supplier Management

Applies to: procurement audit, procurement optimisation and supplier management.

C1 Meridian Consulting may analyse existing procurement processes, suppliers, terms, prices, costs, risks and opportunities for improvement.

C2 Meridian Consulting does not guarantee that suppliers will accept improved terms, reduce prices, grant extended payment terms, deliver goods within a specified timeframe or maintain a certain level of quality. Supplier decisions, market availability of goods and logistical issues are beyond Meridian Consulting's control.

C3 The Client independently decides with which supplier to enter into a contract and on what terms. Meridian Consulting does not assume responsibility for the contractual obligations between the Client and suppliers, unless specifically and expressly agreed in writing.

C4 Where Meridian Consulting participates in communications or negotiations with suppliers, its role (advisory, coordinative or negotiating) must be clearly defined in the offer.

C5 Meridian Consulting is not authorised to enter into contracts on behalf of the Client, order goods or services, accept offers, make binding statements or assume financial or other obligations towards suppliers — unless a specific written authorisation has been granted for this purpose.

D) Product Development and Private Label

Applies to: private label development, product development and finding manufacturers/suppliers.

D1 Meridian Consulting may assist with structuring the concept, market analysis, product definition, preparation of requirements for suppliers, finding potential manufacturers and organising the development process.

D2 Meridian Consulting does not guarantee the market success of a product, customer acceptance, sales volumes, margin achievement, production availability, minimum order quantities, delivery timelines or the final quality of products manufactured by a third party.

D3 The Client independently makes decisions regarding the choice of product, manufacturer, supplier, packaging, launch and sales channel.

D4 The Client is responsible for the regulatory assessment of the product, labelling, certificates, safety requirements, regulatory compliance and intellectual property rights — unless otherwise agreed in writing.

D5 Samples, offers, catalogues, technical specifications and supplier information are dependent on third parties, and Meridian Consulting is not liable for their accuracy if it has not been able to verify them independently.

D6 A change in the product concept, target market, supplier, packaging, quantities or the Client's requirements during the development process constitutes a change of scope and may affect the price and timelines.

D7 Meridian Consulting does not carry out laboratory testing, certification, legal verification of labelling, product safety assessment, regulatory review or verification of intellectual property rights — unless this is expressly agreed as a separate service or through the engagement of an appropriate external specialist.

15. FINAL PROVISIONS

15.1 If any provision of these T&C is found to be invalid or unenforceable, the remaining provisions remain in full force. The invalid provision shall be replaced by a valid interpretation closest to the original intent.

15.2 Failure by the Provider to insist on the application of any individual provision shall not be construed as a waiver of those rights.

15.3 These T&C, together with the written offer or pro forma invoice, constitute the entire agreement on the subject matter of the service and supersede all prior oral arrangements.

15.4 All written communications relevant to rights and obligations (cancellation, complaints, revision requests) are made by email or registered post.

Contact and complaints: For all enquiries, complaints or exercise of rights: info@meridian-consulting.hr | +385 91 138 8000 | web: meridian-consulting.hr

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