

Astro Visie
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Torenlaan 14 a
1251 HJ Laren (NH)

TERMS AND CONDITIONS AND PRIVACY STATEMENT

1. General

These terms and conditions and privacy statement apply to all offers, quotations, activities, and service agreements between Astro Visie (hereinafter referred to as AV and registered with the Chamber of Commerce under no. 71894942) and clients or their legal successors. In the event of a conflict between the provisions of an agreement and these terms and conditions, the provisions of these terms and conditions shall prevail unless explicitly agreed otherwise in writing. The client's general terms and conditions shall never apply unless explicitly agreed in writing.

2. Basis of Quotations

AV's quotations are based on information provided by the client. The client guarantees that all essential information for setting up and executing the assignment has been provided truthfully and to the best of their knowledge. AV will carry out its services to the best of its ability and in accordance with professional standards. This is a "best efforts" obligation, as the intended result cannot be guaranteed, since it also depends on the client's cooperation and effort.

3. Provision of Information and Staff by the Client

To ensure proper and timely execution of the assignment, the client shall provide all documents, information, and data required for the assignment in a timely manner. This also applies to the provision of staff from the client's own organization who will be involved in AV's activities.

4. Engagement of Third Parties

AV is entitled to engage third parties in whole or in part for the execution of assignments. The engagement or involvement of third parties by either the client or AV shall only occur in mutual consultation.

5. Personnel

5.1 Changes in the advisory team

AV may change the composition of the advisory/project team in consultation with the client if AV believes this is necessary for the execution of the assignment. Such changes shall not reduce the quality of the advisory services nor adversely affect the continuity of the assignment. The client may also request changes in consultation with AV.

5.2 Recruitment or employment of mutual staff

Neither party shall employ or negotiate employment with the other party's staff during the assignment and within one year after its termination, except with written permission from the other party.

6. Fees and Assignment Costs

The fees and cost estimates in AV's quotations exclude travel and accommodation expenses, half of the travel time, and other assignment-related costs. Fees and costs will be annually indexed in line with the Dutch Consumer Price Index (CBS).

7. Payment Terms

The full fee is payable in advance. Costs as mentioned in Article 6, which are not included in the fees, will be invoiced monthly in arrears. Payment must be made within fourteen days of the invoice date. After this period, statutory interest may be charged without further notice. If payment is not made, AV may suspend its services. In case of default or breach of obligations, all reasonable collection costs, both judicial and extrajudicial, shall be borne by the client. If there are multiple clients, they are jointly and severally liable for payment obligations.

8. Changes, Additional Work, and Cancellation

The client accepts that the schedule may be affected if parties agree to modify the scope or approach of the assignment. If changes affect fees or costs, AV will inform the client promptly. Changes initiated by the client that result in additional work will be confirmed as supplementary assignments. Scheduled dates may be rescheduled free of charge up to two weeks in advance; thereafter, the full fee is payable.

9. Duration and Completion of the Assignment

Agreed timelines are not strict deadlines. Duration may be influenced by factors such as information quality and client cooperation. Financially, the assignment is considered completed once the final report is approved. If the client does not respond within 14 days, approval is deemed given.

10. Early Termination

Either party may terminate the agreement early if continuation is no longer feasible. Termination must be motivated and in writing. AV is entitled to compensation for costs incurred. AV retains the right to payment for services provided up to termination. In case of bankruptcy, suspension of payments, or business closure by either party, the other party may terminate without notice.

11. Intellectual Property

Models, techniques, exercises, materials, instruments, and software used remain the property of AV. Publication requires prior written permission. Clients may copy materials for internal use with proper source citation.

12. Confidentiality and Privacy Statement

Both parties shall maintain strict confidentiality during and after the assignment. Reports and discussions will not be disclosed or shared without written permission. AV complies with the General Data Protection Regulation (GDPR).

13. Liability

AV is only liable for shortcomings resulting from negligence in discretion, care, or expertise. Liability is limited to half the fee received for the assignment, or for longer projects, the fee for the last month. Claims must be submitted within one month of discovering the issue.

14. Complaints and Disputes

Clients shall first report complaints orally and, if necessary, in writing. Remaining disputes will be referred to a mediator and then to the competent Dutch court. Dutch law applies exclusively.

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