



allura

VISION GROWERS

Allura Vision Growers

General Terms and Conditions

About Allura Vision Growers

Allura Vision Growers is a partnership (maatschap under Dutch law) of Lianne van der Kruk and Marleen de Hoog. We provide integrated services at the intersection of vision, organisation, communication and marketing. All assignments are carried out on the basis of trust and in close collaboration with the client. Allura Vision Growers accepts a best-efforts obligation and does not guarantee specific results.

The terms and conditions below apply to all assignments of Allura Vision Growers. Specific agreements within a project always take precedence over these general terms and conditions.

Working Method

1. Allura Vision Growers prepares a written proposal upon oral or written request, clearly describing the activities to be performed.
2. Every proposal is based on the information available at the time of preparation.
3. A proposal constitutes an offer only. An assignment is concluded only upon written acceptance by the client.
4. Proposals are valid for 30 days.
5. Until a proposal has been accepted, the prospective client treats it as strictly confidential. All intellectual property rights in the proposal and the proposed approach remain with Allura Vision Growers at all times.
6. After acceptance of the proposal, Allura Vision Growers and the client jointly approve a plan of action, setting out the objectives, desired output, timeline, consultation structure and agreed fee.
7. The plan of action specifies which tasks will be carried out by Allura Vision Growers and which by the client or third parties. Allura Vision Growers is not liable for matters not explicitly covered in the plan of action.
8. Every proposal separately states VAT, travel costs and any other costs, so that the client has a clear view of the total budget.
9. Allura Vision Growers may engage third parties for the execution of an assignment. A margin applies to all third-party services, whether invoiced directly to the client or via Allura Vision Growers.
10. Any changes to the agreed output, quality, timeline or fee are always recorded in writing.
11. Allura Vision Growers grants the client a free-of-charge right to use all components of the plan of action. Ownership rights remain with Allura Vision Growers unless otherwise agreed in writing. If the client wishes to acquire ownership of the intellectual property rights, this must be explicitly agreed in writing.

Liability



12. Allura Vision Growers deploys all its knowledge and expertise professionally and transparently. It accepts only a best-efforts obligation and no liability for results.
13. The client indemnifies Allura Vision Growers against claims arising from work performed by third parties.

Termination

14. **Termination of hourly-rate assignments.** For hourly-rate assignments, execution commences upon award of the assignment. In the event of written termination, the client owes compensation for all hours already worked, plus the hours reserved for the 14 calendar days following the date of termination. These hours are invoiced at the agreed hourly rate.
15. **Termination of event and project assignments with an agreed total fee.** In the event of written termination more than 14 calendar days before the event date or project end date, the client owes compensation for the hours already worked plus the hours reserved for the 14 calendar days following the date of termination. In the event of termination within 14 calendar days before the event date or project end date, the client owes 100% of the agreed total fee.
16. **Termination of interim assignments.** For interim assignments with an agreed start date and an agreed number of hours per week, a separate agreement is drawn up. The notice period and the consequences of early termination are set out in that agreement.

Force Majeure

17. Force majeure means any situation that reasonably prevents Allura Vision Growers from executing the assignment. In such circumstances, neither the partnership nor its individual partners will be personally liable towards each other or towards the client.
18. In the event of force majeure, Allura Vision Growers will consult with the client. The following solutions will be discussed:
 - An adjusted delivery schedule will be agreed upon.
 - The assignment will be carried out by one of the partners' individual businesses, possibly with the involvement of a subcontractor.
 - The client has the right to terminate the assignment immediately. Any costs incurred in connection with such termination will be borne by the partnership.
19. In the event of force majeure, each individual partner is liable only up to the amount representing their interest in the partnership at the time of the claim.

Confidentiality

20. Both parties treat all confidential information received in the context of the assignment as strictly confidential. Neither party will disclose such information to third parties without prior written consent of the other party.
21. This confidentiality obligation applies after the end of the assignment as well.

Payment Terms

22. Allura Vision Growers applies a payment term of 14 days from the invoice date.



23. If payment is not received by the due date, the client owes statutory commercial interest (wettelijke handelsrente) on the outstanding amount, calculated from the due date.
24. Allura Vision Growers invoices monthly based on actual hours worked or in accordance with the agreed rate. Parties may agree on a different payment schedule.
25. The client provides all necessary administrative information in advance to ensure smooth processing of invoices.
26. An agreement for services is only concluded when both partners have given their written consent, evidenced by the signatures of both partners or by one partner with written approval from the other.
27. Allura Vision Growers adjusts its rates annually in line with the Dutch Consumer Price Index (CPI) as published by Statistics Netherlands (CBS).



General

- Only written information is binding in the legal relationship between Allura Vision Growers and the client. Information exchanged by email is considered written communication.
- These general terms and conditions apply at all times. The client's own general or specific terms and conditions are never applicable, regardless of when they are presented.
- Disputes will first be discussed in mutual consultation, in which both parties may be represented. Both parties will make every effort to reach an amicable settlement, including through mediation if necessary. If no resolution is reached, disputes will be submitted exclusively to the competent court in Rotterdam. Dutch law applies to all agreements.
- Allura Vision Growers reserves the right to include a client in its reference list.

Privacy

28. Allura Vision Growers processes personal data in accordance with the General Data Protection Regulation (GDPR). Personal data is used solely for purposes that contribute to the business operations of Allura Vision Growers.

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