



**Definitions:**

Kingcanary:

The private company with limited liability Kingcanary B.V. established in Amsterdam

Assignment:

The assignment issued to Kingcanary and accepted by Kingcanary for advice on, the organisation and production of, or the execution of (elements of) an event, or the delivery or the making available of goods and/or staff.

Customer:

The other party in the contract with Kingcanary

The parties:

The parties to the agreement, being Kingcanary and the Customer

**Article 1: General**

1.1 These general terms and conditions are applicable to all offers and quotations, and are part of all agreements and all related (legal) activities by Kingcanary. The annex(es) to an agreement is/are an integral part of the agreement entered into between the Parties.

1.2 General (purchasing) conditions of the Customer are only applicable if it has been explicitly agreed in writing that these will be applicable to the agreement between the Parties, to the exclusion of the present general terms and conditions.

**Article 2: They offer/formation of the agreement**

2.1 All quotations by Kingcanary are always without obligation. An estimate will include fixed and provisional sums. Kingcanary will estimate provisional sums as carefully as possible and will determine and charge these to the Customer on the basis of subsequent costing.

2.2 Prices of services and the delivery of goods are based on the price of materials, transport costs, wages, insurance premiums, fiscal levies, social insurance

premiums, import duties and other price-determining factors applicable on the day on which the quotation/offer is sent. In the event of any increase in price-determining factors (as referred to above), Kingcanary will be entitled either to charge the Customer a proportional increase, or to cancel the agreement with the Customer insofar as it has not been implemented.

2.3 Unless agreed otherwise, work on drawing up quotations will be charged to the Customer.

2.4 If a quotation by Kingcanary is not followed by a written assignment or an assignment per e-mail by the Customer and confirmed by Kingcanary within 14 days or a period indicated in the quotation, it will become invalid. The above does not apply if and insofar as Kingcanary has already executed the services/work described in the quotation, for example – but not exclusively – due to pressure of time. In that case, the agreement will have been formed.

2.5 An agreement between Kingcanary and the Customer will only be formed if one version of the contract which has been signed by the Customer is returned to Kingcanary, unless Kingcanary has already executed the agreement.

2.6 A compound quotation does not oblige Kingcanary to perform part of the assignment for a proportional part of the stated price. Quotations or offers do not automatically apply to future orders.

2.7 The assignment must be agreed in writing. Further indications and changes, inside or outside the framework of the assignment, must also be recorded in writing between the Parties.

2.8 Unless agreed otherwise the offer made by Kingcanary will not include (any obligation regarding) taking account of any insurance such as, but not limited to, an events insurance, cancellation insurance, transport, accidents, negative production and/or non-appearance insurance. The

above does not apply with regard to the statutory business liability insurance which Kingcanary has taken out in connection with the services it is to provide.

2.9 If the Customer communicates such explicitly in writing to Kingcanary, Kingcanary will insure the aforementioned risks insofar as possible and for the Customer's account. Notwithstanding the provisions in the previous paragraph of this article, any liability on the part of Kingcanary will, however, not extend further than payment to the Customer of the insurance money received by Kingcanary.

**Article 3. Security**

3.1 Kingcanary is always entitled, before the work is started and continued, and before delivery or continuing to deliver, to demand sufficient security for the fulfilment of payment obligations by the Customer.

3.2 If the demanded security is not provided, or not in a satisfactory way, Kingcanary will be entitled to dissolve the agreement wholly or partially, without judicial intervention, and to take back what has already been delivered, without prejudice to Kingcanary's right to payment of the costs incurred up to that moment, whereby the amounts referred to in the estimate will be charged.

**Article 4. Execution of the assignment**

4.1 Kingcanary will execute the assignment in accordance with the requirements of good and sound workmanship on the basis of the plan approved by the Customer.

4.2 Unless agreed otherwise in writing between the Parties, Kingcanary will be permitted to work, in any form, for a company which is identical, similar or related to that of the Customer.

4.3 Unless agreed otherwise in writing between the Parties, Kingcanary will always be free to have work, within the framework



of the assignment, carried out by third parties. Kingcanary is liable vis-à-vis the Customer for the correct fulfilment of the execution of work performed by third parties within the framework of an agreement. This liability on the part of Kingcanary will no longer apply if and insofar as the Customer obliges Kingcanary to use (third-party) suppliers/service providers designated by the Customer for the execution of the agreed work.

4.4 If, during the execution of the agreement, it transpires that it is necessary, for its proper execution, to change or supplement the agreement, Kingcanary will inform the Customer to this effect on time and the Parties will modify the agreement in good time on the basis of mutual consultation. If the nature, scope or content of the agreement is changed at the request or instruction of the Customer, the competent authorities, etc. or otherwise, and the agreement is therefore modified from a quality and/or quantity perspective, this will have consequences for that which was originally agreed between the Parties. As a result the amount originally agreed between the Parties may be increased or reduced. In such an instance Kingcanary will issue a quotation in advance wherever possible.

4.5 Due to a change to the agreement as described in Article 4.4, the execution deadline originally stated may also be changed. The Customer accepts the fact that the agreement may be changed in connection with this, including a change in price and period of execution. Kingcanary can, without being guilty of default, refuse a request to modify the agreement if this could have a consequence, from the quality and/or quantity perspective, for example for the work being carried out, or the goods being delivered, within that framework.

#### **Article 5: The delivery of goods**

5.1 If and insofar as Kingcanary is required to deliver goods within the

framework of the assignment to be carried out, these goods will be transported for the account and risk of the purchaser/Customer. The time of delivery is the time at which the goods leave Kingcanary's company, or the company of the supplier of the goods, as instructed by Kingcanary. If the goods cannot be sent (on time) due to causes which cannot be attributed to Kingcanary, the moment of delivery will be the time at which the goods are ready to be sent. From that point in time the goods will be for the risk of the purchaser/Customer.

5.2 All notifications of delivery times are approximate and are therefore not firm deadlines, unless explicitly agreed otherwise in writing. The purchaser of the goods/the Customer is not entitled to cancel its assignment on the grounds of differences in the stated and eventual delivery time. Kingcanary will do all it can to comply with the stated delivery times. The purchaser/Customer is obliged to cooperate fully with the delivery and must collect the goods to be delivered as soon as possible after Kingcanary's first request.

5.3 If the stated delivery time is missed, the purchaser/Customer will not be entitled to compensation.

5.4 The goods to be delivered by Kingcanary will be sent in a manner to be determined by Kingcanary. If the purchaser/Customer wants a different method of sending, additional costs may be charged.

5.5 All non-consumer goods delivered by Kingcanary or third parties will continue to be owned by Kingcanary and/or the suppliers or service providers contracted by Kingcanary. The Customer must compensate Kingcanary, at replacement value, for any damage to, or loss of, these goods caused by the Customer and/or its employees and/or visitors/guests.

#### **Article 6: Complaints**

6.1 Any complaint relating to incomplete

or incorrect delivery of goods, or incomplete or incorrect execution of the assignment by Kingcanary, or observable defects to the delivered goods, must be communicated in writing to Kingcanary, in the event of delivery of goods within 48 hours after receipt of those goods and, in the event of incorrect or incomplete execution of the assignment, within a reasonable period of time after the deficiencies have been observed or could have been observed, with failure to do so meaning that Kingcanary is not obliged to make any replacement deliveries and that no claim for compensation can be made in any form. Complaints relating to invisible defects must be made in writing after said defects could have been reasonably observed by the Customer.

6.2 The following applies with regard to the making available of staff. If the services (partly) concern the making available of staff, Kingcanary will ensure that the staff made available, and any staff charged with operating equipment, are able to carry out the task to be performed. With regard to the staff to be made available by Kingcanary, Kingcanary will, when choosing, take account as much as possible with the information issued by the Customer to Kingcanary regarding the work to be carried out and the capacity and experience of the staff members concerned. The choice regarding the making available of staff is entirely Kingcanary's. The commitment to making staff available is a duty to perform. If, in the opinion of the Customer, a Kingcanary staff member does not fulfil the requirements imposed, the Customer will inform Kingcanary to that effect along with a statement of objections within a reasonable deadline after that unsuitability has become apparent. In that case Kingcanary will, if possible, replace the staff member in question, if other staff members are available. The travel and accommodation costs incurred as a result will be for the Customer's account, irrespective of the degree of unsuitability of the staff member to be replaced.



6.3 Complaints do not entitle the purchaser/Customer to suspend payment, while compensation is explicitly excluded.

6.4 Complaints about invoices must also be submitted in writing and within two weeks of the invoice date.

#### **Article 7: Obligations/responsibilities of the Customer**

7.1 The Customer is obliged to cooperate and provide Kingcanary with all the information and details which it can reasonably suspect to be necessary for the adequate execution of the assignment by Kingcanary.

7.2 The Customer must enable Kingcanary to execute its assignment and, among other things, ensure – but not exclusively – for its own account and risk that:

- the permits and dispensations required for the fulfilment of the agreement have been/are granted on time by the competent bodies or authorities and are available in writing;
- employees of Kingcanary can immediately start the work as soon as they have arrived at the event location and can continuously perform the work without interruption;
- the provisions for the employees of Kingcanary, which are required pursuant to the law, the agreement and the usage, are available;
- the event location designated by the Customer is suitable for the execution of the assignment.
- The Customer must observe the maximum permitted number of guests indicated by the owner of the location. The above depends on the nature of the desired activities and will be communicated by Kingcanary on a case-by-case basis;
- The Customer must observe the maximum number of decibels to be produced during the event as indicated by the owner of the location;
- the access roads to the event location

are suitable for the required transport movements;

- the safety of the artists, employees and visitors to the event is sufficiently safeguarded. If agreements have already been made about the aforementioned measures, Kingcanary will nevertheless be entitled to impose additional requirements if required by changed circumstances (such as, for example, increased popularity of (an) artist(s)).
- upon completion of the preparatory work an appropriately competent representative of the Customer is present to check whether the (preparatory) work has been carried out properly.

7.3 The Customer guarantees Kingcanary that, in all situations, it is sufficiently insured against any arbitrary damage including, but not limited to, direct and indirect damage which came about as a consequence of legal activities and/or actual actions and/or omissions in the execution of the agreement performed by it, or third parties working for, or hired by, it.

7.4 If the Customer does not take, or has not taken, sufficient measures to guarantee safe execution of an event, Kingcanary will be entitled to terminate event wholly or partially without the Customer being able to make any claim for compensation for discount on the price agreed with Kingcanary.

7.5 The Customer is responsible for paying the 'Buma' rights and/or any other applicable payments to collective copyright organisations in connection with the publication/music and any other material protected by copyright in connection with the event organised by the Customer. If Kingcanary receives an additional levy from the Buma or another collective copyright organisation which relates to the execution of the agreement, Kingcanary will charge this on to the Customer.

7.6 The statement by the Customer of

(the accuracy of) dimensions, specifications and/or other information connected to the execution of the agreement is for the Customer's risk.

7.7 Kingcanary will make a detailed proposal to the Customer on time with regard to the layout, furnishing and decoration, etc. of the location at which the event is taking place. The definitive interpretation of the details will be established on the basis of proper consultation between Kingcanary and the Customer. However, account will always be taken of the applicable (fire) safety regulations. In the event of any doubt with regard to (fire) safety, Kingcanary will seek advice from the owner of the location or the competent (fire brigade) authority. If additional or different conditions are imposed on the grounds of the fire brigade or other safety regulations with regard to the location in question, the resulting costs will be for the Customer's account. The Customer must comply with the regulations stipulated by the fire brigade or another relevant authority at all times. The Customer indemnifies Kingcanary for damage which has arisen due to violation of the fire brigade and/or safety regulations applicable at the event/the location.

7.8 The Customer is liable for damage to third parties or to the location which results from the use of the location by the Customer, by third parties working for or hired in by the Customer, or by visitors and/or guests of the Customer and indemnifies Kingcanary against all claims by third parties in this respect.

#### **Article 8: Payment**

8.1 All prices quoted by Kingcanary exclude VAT. Invoices are to be made out in euros. In the event of payment in foreign currencies, exchange rate differences, costs of exchange and bank (transaction) costs, etc. are for the Customer's account.

8.2 Payment must be made within fifteen days after the invoice date, unless



agreed otherwise in writing.

8.3 All payments must be made without any deduction of costs or discounts or debt settlement to an account designated by Kingcanary.

8.4 In the event of late payment the Customer will be legally in default and, as from the due date, interest will be charged at the statutory interest rate plus 2%.

8.5 All costs incurred by Kingcanary in connection with collecting payable amounts will be for the Customer's account. These costs are primarily invoices from lawyers and procurators, both judicial and extrajudicial, even if these exceed liquidated costs, the costs of bailiffs, authorised representatives at collection agencies, but at least an amount calculated in accordance with the collection rate of the Netherlands Bar [Nederlandse Orde van Advocaten].

8.6 Kingcanary retains ownership of all goods it has delivered up until the moment of full payment of the price of all goods (to be) delivered, as well as on behalf of any claims by Kingcanary within the framework of the delivery of goods, work (to be) carried out, or otherwise, and that which Kingcanary can claim from the Customer due to its failure in the fulfilment of the agreement entered into with the Customer, including collection costs, interest and fines.

8.7 The Customer is never entitled to set off any amounts it owes to Kingcanary. Objections to the amount of an invoice will not constitute grounds for a suspension of the payment obligation.

#### **Article 9: Suspension, dissolution and cancellation of the agreement**

9.1 Kingcanary is authorised to suspend the fulfilment of the obligations or to dissolve the agreement without judicial intervention by means of a registered letter sent to the Customer, if:

- the Customer fails to fulfil the

obligations in the agreement even after a notice of default stating a reasonable deadline, or does not fulfil them in full or on time;

- circumstances come to Kingcanary's attention, after the agreement has been entered into, that provide good grounds to fear that the Customer will not fulfil the obligations;
- the Customer is asked, when the agreement is entered into, to provide surety for the fulfilment of its obligations resulting from the agreement and this surety fails to materialise;
- due to a delay on the part of the Customer, it can no longer be demanded of Kingcanary that it will fulfil the agreement based on the originally agreed conditions.

9.2 Kingcanary is also authorised to dissolve the agreement if circumstances occur which are of such a nature that fulfilment of the agreement is impossible, or if any other circumstances occur which are of such a nature that unchanged perpetuation of the agreement cannot reasonably be expected of Kingcanary.

9.3 If Kingcanary proceeds to suspend or dissolve on the grounds of the provisions of Articles 9.1 and 9.2, it will not be obliged in any way to compensate damage and costs which have arisen in any way as a result. If, at the moment of dissolution, Kingcanary has already fulfilled part of the assignment, this part and the related payment obligation will not be the subject of undoing, unless the Customer proves that Kingcanary is in default as regards said performance. Amounts which Kingcanary invoiced before the dissolution in connection with that which it has already and properly carried out or delivered for the execution of the agreement, will continue to be payable, with due regard for the provisions of the previous sentence, and will become immediately due and payable at the moment of dissolution. If Kingcanary suspends the fulfilment of its obligations, it will retain its entitlements based on the law and the agreement.

9.4 If and insofar as (part of an) assignment/event is cancelled after all by the Customer after formation of the agreement due to circumstances outside the control of Kingcanary and the cancellation of (part of) the assignment/the event cannot be attributed to Kingcanary, the Customer will, in any event, pay all the costs incurred by Kingcanary up until the moment of cancellation of (the part of) the assignment/the event insofar as Kingcanary can demonstrate that these costs have been incurred on behalf of the execution of the assignment/the event, which costs will, in any event, include: (i) Kingcanary's overhead costs, (ii) Kingcanary's producer's fee and (iii) all costs (including – insofar as applicable – their producer's fees and overhead costs) incurred by third parties hired in by Kingcanary on behalf of execution of work for the assignment/the event will explicitly be included.

9.5 If the agreement is cancelled prematurely by Kingcanary, Kingcanary will ensure, in consultation with the Customer, that the work still to be carried out is transferred to third parties. The above is not applicable if the cancellation is attributable to the Customer. If the transfer of the work implies extra costs for Kingcanary, these will be charged to the Customer. The Customer is obliged to pay these costs by the stated deadline, unless Kingcanary indicates otherwise.

9.6 In the event of liquidation, (an application for) a suspension of payments or bankruptcy, attachment against the Customer, debt rescheduling or another circumstance which results in the Customer no longer having free disposal of its assets, Kingcanary will be allowed to terminate the agreement forthwith and with immediate effect or to cancel the order or agreement, without having any obligation to pay any compensation of indemnification. The claims of Kingcanary



in connection with work already performed before the termination/cancellation of the agreement by Kingcanary are then immediately due and payable.

9.7 In the event of dissolution, cancellation or annulment of the agreement, any transfer or licence of intellectual property rights performed by Kingcanary to the Customer will legally cease to be valid and the rights in question will, in such an instance, accrue in full to Kingcanary. The Customer undertakes – insofar as necessary – to cooperate fully with the performance of necessary transfer actions.

#### Article 10 Liability

10.1 Kingcanary does not accept any liability for damage caused by the fault or actions of the Customer, including goods of third parties for which the Customer is responsible. Kingcanary is not liable for damage caused by the actions or omissions of its employees if this occurs on, or as a result of, the instruction, advice or assignment or other involvement of (representatives of, employees of or third parties contracted by) the Customer.

10.2 Kingcanary is exclusively liable for damage suffered directly by the Customer which demonstrably results from agreements between Kingcanary and the Customer, on the grounds of which Kingcanary delivers/rents out products and/or performs certain work or services, insofar as stipulated in these general terms and conditions or the agreement between the Parties. The liability of Kingcanary for direct damage will never be able to exceed the payment by Kingcanary's insurance in the instance in question and if and insofar as that liability is covered by Kingcanary's insurance. If Kingcanary's insurance does not pay out, or if the damage is not covered by Kingcanary's insurance, the liability for direct damage will be limited to the invoice amount agreed with the Customer excluding VAT.

10.3 Indirect damage, including damage

affecting third parties, lost profit/income, reputational damage or other forms of consequential loss will never be eligible for compensation.

10.4 In the event of attributable failure in the fulfilment of an agreement between Kingcanary and the Customer, Kingcanary will only be obliged, in the event that fulfilment is no longer possible, to pay replacement compensation. That means compensation of the value of the remaining performance. Kingcanary is not liable for any other form of damage, including additional compensation in whatever form, as well as reimbursement of indirect damage as described in paragraph 3 of this article.

10.5 In the event of an unlawful act by Kingcanary or its employees for which Kingcanary can be held liable in law, Kingcanary is only liable for compensation of damage insofar as that damage is the result of gross negligence or fault.

10.6 A condition for the existence of any right to compensation is always that the Customer reports the damage to Kingcanary in writing as soon as is reasonably possible after it has occurred. Any legal claim of the Customer will lapse six (6) months after termination and/or completion of the execution of the agreement to which the claim relates.

10.7 Everything that has been contributed by or on behalf of the Customer in or at the location of the event or is present there, is present there for the Customer's risk. Kingcanary does not take responsibility for insuring and/or protecting these things unless the obligation to do so has been explicitly agreed in writing between Kingcanary and the Customer. Kingcanary is not liable for damage and/or the loss of goods or property of the Customer or third parties (including the audience, participants, guests and/or performers, however caused, except in the event of intent or gross negligence by Kingcanary or its staff). The Customer

indemnifies Kingcanary against claims by third parties as referred to above.

#### Article 11: Force majeure

11.1 None of the parties is obliged to fulfil any obligation vis-à-vis another party if they are prevented from doing so as a consequence of a circumstance which is not attributable to fault, and which is not for their account pursuant to the law, a legal act or generally accepted views.

11.2 In these general terms and conditions force majeure not only means that which is referred to as such in the law and jurisprudence, but also all externally originating causes, on which Kingcanary cannot exert any influence and as a result of which Kingcanary cannot reasonably be expected to fulfil its obligations. In any event – but not exclusively – force majeure includes: the event location becoming unused, (civil) war, security and other government measures including import and export bans, risk or threat of war, riot, terrorist activities/attacks or the threat thereof, storm, floods, water damage, civil unrest, fire, sit-down strike, strike, lockout, excessive absenteeism due to illness of Kingcanary staff, transport difficulties, unforeseen technical complications, company disruptions, illness of the artist(s) contracted on behalf of the event.

11.3 In the event of force majeure the party that invokes force majeure is entitled:

- either to dissolve the agreement with the other party (partially), such by a simple written notification thereof to the other party, therefore without judicial intervention and without the dissolving party becoming liable for compensation vis-à-vis the other party as a result;
- or to reschedule the execution of the assignment/the event, in consultation with the other party, to a new time or new date;

11.4 Insofar Kingcanary has already fulfilled, or is going to fulfil, some of its obligations resulting from the agreement at the time that the force majeure



commences, Kingcanary will be entitled to invoice the partial obligations (to be fulfilled separately). The Customer is obliged to pay this invoice as if there was a separate agreement.

11.5 The failure to obtain any required permit and/or dispensation on the part of the Customer will not result in force majeure for the Customer.

#### **Article 12: Intellectual property – Confidentiality**

12.1 All intellectual property rights (explicitly including copyright, related rights, brand rights and data bank rights) relating to concepts, programme (formats), event (concepts) and presentations developed by Kingcanary and all related works, such as for example – but not exclusively – texts, music, logos and/or pictorial marks, audio and/or audio-visual material, motion graphics, data files, etc – which have been presented, or made available, to the Customer – are and will continue to be vested in Kingcanary. All physical property rights relating to carriers and/or materials on which/in which these works are recorded (such as tapes, CDs, CD-ROMs, computer/source files) are and will continue to be also vested in Kingcanary. The Customer is not permitted to publish the aforementioned works and/or carriers and/or materials and/or to copy or otherwise use them or to refer to them, unless different agreements have been made explicitly and in writing between the Customer and Kingcanary.

12.2 All the material developed by Kingcanary within the framework of the assignment (such as for example but not exclusively – texts, music, logos and/or pictorial marks, audio-visual material, motion graphics, data files, etc.) may be used exclusively by the Customer in the original form and within the framework of the usage of that material in connection with the assignment agreed between Kingcanary and the Customer. This usage will generally be limited to use for internal

purposes (being within the Customer's business). The prior written permission of Kingcanary is required for any additional use of the material referred to.

12.3 In view of the provisions of the previous paragraphs of this article, Kingcanary and/or the party/parties that produced the material described in the previous paragraphs on the instruction of Kingcanary, are exclusively entitled to collect and/or receive payments from collective management organisations in connection with the publication and/or copying of that material.

12.4 If and insofar as Kingcanary uses, within the framework of the execution of the assignment, (copyright protected) material supplied by the Customer, Kingcanary does not accept any liability with regard to claims by third parties made in connection with the publication and/or copying of that material. The Customer indemnifies Kingcanary against claims by third parties made in connection with this and the Customer will fully compensate Kingcanary for all damage suffered by Kingcanary resulting from the aforementioned claims by third parties.

12.5 The content of the agreement and the content of the programme or event format agreed between Kingcanary and the Customer is strictly confidential and may not be communicated to third parties without prior permission of the other party.

12.6 Kingcanary collects and processes Customer's personal data, and in so far as applicable in connection with the agreement between Kingcanary and Customer, the personal data of guests/visitor/participants of the event in compliance with the European General Data Protection Regulation. The objectives of the data collection and processing, the operation of the data processing and the rights of the data subjects are specified in Kingcanary's privacy statement, which you can find at [www.kingcanary.nl/](http://www.kingcanary.nl/). Said privacy statement forms integral part of

our agreement. In case of any conflict between the stipulations of our agreement, these general conditions and the said privacy statement, the stipulations of the privacy statement will prevail.

#### **Article 13: Publicity, TV/ Film recordings**

13.1 In the event of publication by the Customer relating to the event to be held, the Principle must ensure that it is clearly indicated how visitors/guests/participants of/in the event can access the event location.

13.2 The Customer is not permitted, without prior written permission from the owner of the location and/or Kingcanary, to display or distribute publicity, or advertising and/or folder material, relating to the event or relating to the Customer at/near the event location.

13.3 Partly in view of the provisions of Article 12, the Customer and its visitors/guests are not permitted to make video, film, TV and/or other audiovisual recordings of the event without the explicit written permission of Kingcanary and/or the owner of the location where the event is taking place.

#### **Article 14: Location and amendment of the general terms and conditions**

14.1 These general terms and conditions are filed at the Chamber of Commerce in Amsterdam.

14.2 The applicable version will always be the last version filed, or the version which applied at the time the legal relationship was formed with Kingcanary. Any partial amendment or exclusion of any provision of the agreement entered into between the Parties or of the general terms and conditions is only binding if it has been agreed in writing between the Parties.

14.3 The Dutch text of the general terms and conditions is always determinative for their interpretation.



**Article 15: Choice of law and disputes**

15.1 All offers by Kingcanary and the agreements concluded with Kingcanary, as well as any disputes resulting therefrom, are subject to Dutch law.

15.2 In derogation of the statutory rules for competence of the civil court, all disputes which cannot be settled amicably can be exclusively submitted to the competent court in Amsterdam, unless the law mandatorily designates another court as being competent.