

**GENERAL TERMS AND CONDITIONS OF USE/HIRE OF THEATERHANGAAR B.V., also operating under the name THEATERHANGAAR EN HANGAAR 2**

**I. DEFINITIONS**

**Client:** The party that enters into a contract with TheaterHangaar B.V., also referred to as the hirer.

**Agreement:** In these general terms and conditions, the Agreement entered into by TheaterHangaar B.V. and the Client, as laid down in the quote/order confirmation given to the Client by TheaterHangaar B.V. and any written amendments to it, which Agreement includes - without limitation - provisions regarding hire, catering, technical facilities and all other rights and obligations assumed by TH B.V. and the Client.

**Parties:** TheaterHangaar B.V. and the Client referred to jointly.

**TH B.V.:** The private limited liability company TheaterHangaar B.V., with offices in Amsterdam, which operates and hires out the TheaterHangaar and Hangaar2 venue.

**Venue:** Event venue TheaterHangaar and/or Hangaar2 and adjoining premises that are operated by TH B.V., with offices in Katwijk at 1<sup>e</sup> Mientlaan 75/Wassenaarseweg 75.

**Event:** The activity that the Client wishes to undertake at the Venue.

**II. APPLICABILITY**

1. These general terms and conditions apply to all offers, tenders and quotes from and are part of all agreements and all associated (juristic) acts by TH B.V.
2. Any general terms and conditions (of purchase) of the Client will only apply if it has been expressly agreed in writing that they apply to the Agreement between the Parties, to the exclusion of these general terms and conditions.
3. These general terms and conditions cannot be departed from, unless expressly agreed otherwise in writing. If and in so far as the Agreement or, as the case may be, order confirmation between the Parties includes provisions that deviate from the provisions of these general terms and conditions of use/hire, the provisions of the Agreement or, as the case may be, order confirmation will take precedence.

**III. OPTIONS AND FORMATION OF HIRE CONTRACTS**

1. Prior to making a final booking, the Client can take an option on hiring space in the Venue.
2. An option will only be deemed to have been granted after TH B.V. has confirmed this in writing to the Client.
3. An option is without obligation and can remain valid for the agreed option period until another party wants to book the room or rooms in question. TH B.V. will then immediately contact the first optant, who will be given 24 hours to convert the option into a final booking or cancel it.
4. If this option has not been terminated prematurely or converted into a final booking, the Client must inform TH B.V. before the option period lapses whether the Client wishes to convert the option into a final booking.
5. If the Client does not meet the obligations referred to in paragraphs 3. and 4. in good time, TH B.V. will no longer be obliged to reserve the selected date or

dates for the Client without TH B.V. having to inform the Client of this.

**IV. CANCELLATION OF AGREEMENTS**

1. An Agreement can only be cancelled in writing. If the Client cancels the Agreement for any reason whatsoever, the Client will owe TH B.V. the following fees:
  - A.**
    - If the Agreement is cancelled more than two months before the date of the Event: 30% of the total sum specified in the Agreement;
    - If the Agreement is cancelled between two months and one month before the date of the Event: 50% of the total sum specified in the Agreement;
    - If the Agreement is cancelled between one month and 3 weeks before the date of the Event: 70% of the total sum specified in the Agreement;
    - If the Agreement is cancelled less than 3 weeks before the date of the Event: 100% of the total sum specified in the Agreement.
  - B.**

If and in so far as TheaterHangaar provides any catering and/or other, supplementary services that are not specified in the Agreement (for example but not solely on account of the fact that the Client is charged for them on the basis of subsequent costing), the terms of cancellation used by the suppliers in question will also apply to cancellation of the Agreement. In such cases, the above-mentioned cancellation fees will therefore be increased by the cancellation fees for which the suppliers in question charge TH B.V.
2. If and in so far as third parties provide the catering and/or other, supplementary services directly to the Client, those parties' terms will apply to cancellation of those agreements in addition to the fees referred to in paragraph 1 (A) of this article.
3. TH B.V. is entitled to deduct any cancellations due from any amounts already paid by the Client.

**V. SUPPLEMENTARY SERVICES**

1. Venues are always hired on the basis of an agreement signed by the Parties. The Agreement lists the facilities that TH B.V. provides as standard. These facilities include: heating, water consumption, basic cleaning (delivering the Venue broom clean)
2. The facilities expressly do not include: use of electricity and all other facilities and services, as well as all provisions and/or services, of any nature whatsoever, to be made and/or performed for the Client by TH B.V. (including - without limitation - additional cleaning costs, for example after use of confetti/rice or sand), costs associated with parking services, doorkeeper's services, use of technical equipment, which facilities and services will be included in the Agreement and for which the Client will be charged the applicable rates on the basis of subsequent costing.

**VI. VENUE HIRE/USE OF HIRED SPACE**

1. TH B.V. hires the space referred to in the Agreement to the Client for the purpose outlined in the Agreement and makes this space available on the date or dates specified in the Agreement. By signing the Agreement, the Client agrees to hire the space on the date or dates specified.
2. Only the space specified in the Agreement will be hired. If the Client uses any space and/or facilities not

- included in the Agreement without permission or without an agreement having been concluded therefor, the Client will be charged for the associated costs at the rates applicable at that time.
3. The Client is required to observe the start and end times stated in the Agreement. The time needed for assembly, furnishing and/or decorating or for testing equipment begins no sooner than the time at which the Venue is hired, as stated in the Agreement.
  4. The Client and its guests are obliged to behave in accordance with TH B.V.'s staff's instructions regarding the hired space and parking in the vicinity of the Venue, and to follow all instructions given in respect thereof.
  5. The Client must not exceed the maximum number of guests permitted for each space as stipulated by TH B.V. These numbers will depend on the nature of the activity and applicable permit and will be specified by TheaterHangaar for each individual case.
  6. The Client is not permitted to change, post or attach anything in the hired space without TH B.V.'s express prior permission.
  7. The Client is required to prevent the Venue and its contents from being damaged. The Client is required to leave the space in the same condition in which it was found. The Client guarantees that the suppliers and general and technical services companies contracted by the Client comply with this provision. The Client is liable for any and all damage that TH B.V. suffers as a result of improper fulfilment of the obligations referred to in this article.
  8. TH B.V. is entitled to have any damage it detects to the hired space and its contents repaired at the Client's expense, in so far as the damage has arisen during or directly in connection with use of the space in question by the Client.
  9. The Client checks and is responsible for ensuring that no open fire, highly inflammable or explosive materials, gases, dangerous goods or malodorous substances are present and/or fireworks are set off without prior written permission from TH B.V.
  10. In addition, the use of ponds and fountains or other kinds of water features require express prior written permission from TH B.V. The Client supervises compliance herewith. If the aforementioned prohibition is infringed, the Client will be charged for cleaning.
  11. Any costs associated with conditions set by the fire brigade based on fire brigade regulations are fully payable by the Client.
  12. Before and during an event, the Client is required to take measures that TH B.V. deems necessary in relation to the noise level in the hired space.
  13. The Client ensures that the hired space is vacated within the agreed hire period immediately after a gathering or event. This also includes the removal of any material used by the Client, such as boxes, information material, etc.
  14. The Client is obliged to lend its assistance and provide TH B.V. with all information and data that it may reasonably deem necessary for proper performance of the Agreement by TH B.V.
  15. The Client is responsible for the accuracy of the dimensions, specifications and/or other information relating to the performance of the Agreement. The Client is liable for any damage inflicted on third parties and/or the Venue as a result of the Client's use of the Venue and indemnifies TH B.V. against any and all third-party claims in respect thereof.

## VII. CATERING

1. In addition to making the Venue available (including the associated services), TH B.V. can provide additional services, including (but not limited to) catering services. The Hangaar 2 venue has concluded agreements for this with 2 'preferred supplier' caterers. At this Venue, the Client can also arrange the catering itself or have a third party arrange it, subject to the provisions of paragraphs 2 and 3 of this article. At the TheaterHangaar Venue, the Client must at all times use that Venue's regular caterer. The provision of catering services by TH B.V. is always based on a signed Agreement.
2. If and in so far as the Client uses its own caterer for the Hangaar 2 Venue, the Client is required to ensure, by way of a perpetual clause, that it agrees the following with this caterer:
  - a. The caterer in question will pay TH B.V. 15% commission on the total price (ex BTW [Dutch VAT]) charged to the Client for the catering (food and drinks) and any other services provided to the Client by the caterer;
  - b. In connection with the permit regulations, the caterer in question is at all times obliged to use a managerial staff member of Albron caterers, who will supervise proper compliance with the regulations under the permit. The associated costs will be passed on to the Client or the caterer hired by the Client.
3. Before the Event begins, the Client must give TH B.V. a written statement of the amount for which the external caterer will invoice the Client, enclosing a copy of the external caterer's quote/invoice. If the amount that the Client has to pay TH B.V. before the Event has not yet been determined, TH B.V. will include an approximate estimate in the budget in consultation with the Client. Within two (2) weeks after the Event, the Client must provide TH B.V. with the external caterer's final invoice on the basis of which the Client will be charged the commission. If TH B.V. has not been provided with a (proper) final invoice from the external caterer, TH B.V. will make an estimate of the amount payable by the Client and include this estimated amount in its final bill.
4. The number of people specified by the Client is binding. The number of people may be changed up to ten (10) working days before the gathering, provided that the maximum permissible number of people stipulated in the applicable permit is not exceeded. If it appears that TH B.V. has to deliver to a changed number of people (either more or fewer), TH B.V. will be entitled, at its discretion, either to refuse to deliver to more/fewer people than agreed or to agree to deliver to these people on conditions yet to be agreed.
5. All hospitality deliveries by TH B.V. are subject to the Uniform Conditions for the Hotel and Catering Industry (UVH), a copy of which can be sent on request. In the event of any conflicts between the provisions included in these general terms and conditions and the Uniform Conditions for the Hotel and Catering Industry, the provisions of these general terms and conditions take precedence.
6. The Client is not permitted to sell refreshments and/or stimulants and or to provide them for free, unless TH B.V. has granted permission therefor on conditions yet to be agreed.
7. All tableware, chairs, linen and other non-consumables supplied by TH B.V. remain the property of TH B.V. and/or its contracted suppliers. In the event of any damage to or loss of these items caused by the Client and/or its guests/visitors/staff, the Client must reimburse TH B.V. for the cost of their replacement.

8. TH B.V. always invoices catering service on the basis of subsequent costing, unless expressly agreed otherwise.

#### **VIII. TECHNICAL FACILITIES**

1. When using the Hangaar2 Venue, the Client can use the technical facilities at this Venue. TH B.V. has concluded a 'preferred supplier' agreement for this with a supplier of technical facilities (hereafter referred to as the 'Supplier').
2. The Client must provide TH B.V. with a written specification of the required technical facilities at least ten (10) working days before a gathering at the Venue.
3. If the Client uses the Supplier's facilities, the Supplier's services to the Client will be governed by the following provisions:
  - a. The Client declares that it has received the equipment in a good condition and will likewise return it to the Supplier in a good condition immediately on termination of the Agreement. If the equipment is not returned on time, the Client will still be obliged to continue paying the regular hire price set by the Supplier for the equipment until it is returned. For each day or part of a day that return of the equipment is overdue, the Client will owe the daily hire price, plus 25%, without prejudice to the Supplier's right to demand damages on account of overdue return.
  - b. The Client is obliged to notify TH B.V. and/or the Supplier immediately if, after delivery of the equipment by the Supplier, the equipment appears not to be functioning as might reasonably be expected. The Client will then allow the Supplier to adjust, repair or replace the equipment, or take alternative action to ensure that the equipment functions as may reasonably be expected. All agreements between the Parties will remain valid without any changes.
  - c. The Client is obliged to take good care of the equipment. The Supplier is responsible for maintaining and insuring the equipment.
  - d. The equipment may only be used for its designated purpose. The Client is obliged to use this equipment in a normal manner and in accordance with the operating instructions and not to make any changes to it.
  - e. The Client is obliged to report any damage to and any defect in the equipment immediately to TH B.V. and/or the Supplier. The Client is not permitted to make any repairs without the Supplier's permission. On return of the equipment, it is checked for any damage or defects. All costs associated with any necessary repairs are payable by the Client.
  - f. The Client is obliged to prevent third parties from claiming or attempting to claim the equipment (for example, by exercising rights of retention, attaching the equipment, etc.). In these cases, the Client is obliged to inform third parties that the title to the equipment is vested in the Supplier. The Client is liable for any damage that the Supplier may suffer as a result, including the costs of legal assistance.
  - g. The Client must notify the Supplier immediately if one of the situations mentioned above under f. arises and must make the documents relating to the event immediately available to the Supplier.
  - h. Without express written permission from the Supplier, the Client is not permitted to encumber, sell or hire out the equipment, to otherwise alienate or encumber the equipment, or to allow third parties to use it.

4. Electricity and rigging must at all times be installed and operated by or under the supervision and final responsibility of the Supplier.
5. The Client is only permitted to use any equipment it brings along in consultation with and with prior express approval from TH B.V. The Client is responsible for installing this equipment. TH B.V. may require to have a TH B.V. engineer supervise the operation of the said equipment. Any associated staff costs are payable by the Client.
6. If the Client wishes to make use of additional TH B.V. staff, the client will be charged for the associated costs on the basis of subsequent costing.

#### **IX. PAYMENT**

1. The Client is obliged to settle invoices from TH B.V. within 30 days of the invoice date. If and in so far as the Client has not paid by the due date, the Client will owe 1.5% (one and a half per cent) interest per month on the outstanding amount as from the due date. In that case, the Client will also be obliged to pay TH B.V. extrajudicial costs if TH B.V. needs to call in legal assistance. These extrajudicial costs are set at 15% (fifteen per cent) of the amount still owed by the Client, including interest and subject to a minimum of €750.
2. If payment is not made promptly as stipulated in these terms and conditions, TH B.V. will be entitled to terminate the Agreement with immediate effect and, therefore, to deny the Client access to the space in question and/or not to make the agreed deliveries. Even in that case, the Client will still be obliged to pay TH B.V. the agreed hire and/or catering sum plus incidental expenses and interest.
3. As part of the payment obligations referred to in this article, the Client will not be entitled to claim compensation from TH B.V., except if compensation of any sum by TH B.V. to the Client has been acknowledged or has been ordered by a final decision of the court.
4. Prices quoted do not include BTW.
5. Prices quoted and/or product compositions are subject to change.

#### **X. GENERAL**

1. The organiser of the Event is liable for paying the Vereniging Buma/Stichting Stemra or a foreign sister organisation or another third party for any performing rights in musical works used. The organiser of the Event indemnifies the other party fully against any claim for payment for performing rights in musical works owed for any music played at the Venue. If the other party receives a retrospective demand notice from Buma or another group performing rights organisation relating to the fulfilment of the Agreement, the other party will pass it on to the organiser of the Event.
2. In any form of publicity concerning a gathering or event, the Client must indicate clearly that the gathering for which the Client hires space from TH B.V. is the Client's initiative. TH B.V. may only be mentioned as the venue of the gathering.
2. The costs of extra security relating to the reception of special guests (e.g. royalty, dignitaries at ministerial level, etc.) and/or any actions/demonstrations to be expected in connection with the gathering, as well as an imminent overrun of the maximum permissible number of guests in a space will be charged to the Client.

3. The Client is required to accept any urgent and necessary repairs performed by or at the behest of TH B.V. in or to the space hired by the Client. In the performance of the work, TH B.V. will take use by the Client into account as best it can.
4. Any complaint about incomplete or incorrect delivery of goods by TH B.V. or about visible defects in the goods delivered must be reported to TH B.V. in writing within 48 hours of receipt of those goods, and any complaints about incomplete or incorrect fulfilment of the Agreement by TH B.V. within a reasonable period after the defects were detected or could have been detected, in default of which TH B.V. will not be obliged to make any other or replacement deliveries and no compensation whatsoever can be claimed.

## **XI INTELLECTUAL PROPERTY RIGHTS**

1. All intellectual property rights (which expressly include copyright) relating to concepts developed by TH B.V., set, programme (formats), events or concepts for events, presentations and all related works, including - but not limited to - texts/lyrics, music, logos and/or pictorial marks presented or made available to the Client are vested in TH B.V. or the underlying creators. The Client is not permitted to publicise and/or reproduce these or to use them otherwise or join in using them otherwise, unless expressly agreed otherwise in writing between the Client and TH B.V.
2. All intellectual property rights (which expressly include copyright) relating to the works developed for the event by TH B.V., as well as the portrait rights relating to artists/entertainment provided by TH B.V. under the Agreement may only be used in their original form and only for the purposes as agreed between TH B.V. and the Client. Each additional use will require Theater-Hangaar's written permission.
3. If and in so far as the Client itself supplies audio and/or audio-visual material for performance at the Event, the Client guarantees TH B.V. that it has acquired the applicable performing rights. The Client indemnifies TH B.V. against third-party claims on account of failure to fulfil this guarantee.

## **XII. POSTPONEMENT/TERMINATION OF THE AGREEMENT**

1. TH B.V. is authorised to postpone the fulfilment of its obligations or to dissolve the Agreement if:
  - the Client does not fulfil its obligations under the Agreement or not completely or not on time
  - after entering into the Agreement, TH B.V. has taken note of circumstances that give it reason to fear that the Client will not fulfil its obligations
  - on entering into the Agreement, the Client was requested to provide security for the fulfilment of its obligations under this Agreement and this security is not provided
  - due to a delay on the Client's part, TH B.V. can no longer be required to fulfil the Agreement on the terms initially agreed
2. TH B.V. will also be entitled to dissolve the Agreement if circumstances arise that are of such a nature that the Agreement cannot possibly be fulfilled or if other circumstances arise that are of such a nature that TH B.V. cannot reasonably be required to fulfil the Agreement in its current, unamended form.
3. If TH B.V. postpones or dissolves the Agreement, it will by no means be liable for any damages of costs ensuing therefrom in any way. If, at the time of dissolution, TH B.V. has already fulfilled part of the contract, this part

and the obligation to pay for it will not be subject to annulment, unless the Client proves that TH B.V. is defaulting on that performance. Any amounts invoiced by TH B.V. before dissolution for any work already duly performed or delivered under the Agreement will remain due in full subject to the provision of the previous sentence and will become immediately exigible at the time of dissolution. If TH B.V. postpones the fulfilment of its obligations, it will retain its claims under the law and the Agreement.

4. If the dissolution is attributable to the Client, TH B.V. will be entitled to compensation for loss and damage, including any direct and indirect costs ensuing therefrom.
5. If the Client fails to fulfil its obligations under the Agreement to the extent that dissolution is warranted, TH B.V. will be entitled to dissolve the Agreement at once and with immediate effect without being liable for any damages or indemnity, while the Client, however, will be liable for damages or indemnity on account of breach of contract.
5. In the event of winding up, (petition for) a moratorium or bankruptcy, attachment – if and in so far as the attachment is not reversed within three months – against the Client, debt rescheduling or any other circumstance as a result of which the Client can no longer dispose of its assets at will, TH B.V. will be free to give notice of termination or to cancel the Agreement at once and with immediate effect without being liable in any way for damages or indemnity. In that event, all amounts that the Client owes TH B.V. will be immediately exigible.

## **XIII. LIABILITY**

1. TH B.V. can only be held liable for any direct loss or damage suffered by the Client that could ensue from the Agreements between TH B.V. and the Client under which TH B.V. delivers and/or hires products to the Client and/or performs specific work and/or services, in so far as stipulated in these general terms and conditions.
2. TH B.V.'s liability for direct loss or damage will under no circumstances exceed the amount paid out by TH B.V.'s insurance in such an event if and in so far as that liability is covered by TH B.V.'s insurance. If TH B.V.'s insurance does not pay or if the loss or damage is not covered by TH B.V.'s insurance, TH B.V.'s liability will not exceed 50% of the net invoice price, as laid down in the Agreement between the Parties.
3. All indirect loss or damage, including loss or damage suffered by third parties, loss of profit or other forms of consequential loss will under no circumstances be eligible for compensation.
4. TH B.V. is under no circumstances liable for loss or damage caused by any failure to meet deadlines as a result of circumstances that have changed through any action of the Client nor for any loss or damage resulting from inadequate assistance from the Client.
5. In the event of an unlawful act on the part of TH B.V. or its staff or subordinates for which TH B.V. could be held liable at law, TH B.V. will only be liable for any damages caused by gross negligence or intent of the staff or subordinates referred to. TH B.V. is expressly not liable for loss or damage on account of an unlawful act other than previously referred to.
6. A prerequisite for any right to damages is that the Client always report the damage to TH B.V. in writing as soon as reasonably possible after it has occurred. Each legal action brought by the Client will expire one (1) year after termination and/or complete fulfilment of the Agreement to which the action pertains.

7. The Client guarantees TH B.V. that it has in any event taken out sufficient statutory liability insurance, including cover for the Client's guests and staff, with a well-reputed insurance company. If desired, TH B.V. can request a copy of the insurance policy taken out by the Client.
6. TH B.V. is in no way responsible or liable for any damage to or loss or theft of any clothes and/or other property present at the Venue or in other spaces. Everything introduced in TH B.V. by or on behalf of the Client is there at the Client's risk. TH B.V. does not take it upon itself to insure and/or watch over such goods. TH B.V. is not liable for any damage to or loss of property, possessions or monetary values of the Client or of third parties (including the audience, participants, guests and/or performers) howsoever caused, barring gross negligence or intent of TH B.V. or its staff. The Client indemnifies TH B.V. against third-party claims as referred to above. TH B.V. reserves the right to remove any property left behind without being liable for loss or damage.
7. The Client guarantees TH B.V. that in all cases it has sufficient insurance against any loss or damage, including – without limitation – direct and indirect loss ensuing from any juristic and/or actual acts and/or omissions on its part, as well as on the part of people working for it or, as the case may be, third parties hired and/or guests.

#### **XIV. FORCE MAJEURE**

1. TH B.V. is not obliged to fulfil any obligation to the Client if it is hindered in doing so as a result of force majeure or, as the case may be, a circumstance of which it is not culpable and for which it is not liable pursuant to the law, a juristic act or generally accepted practice.
2. In addition to its definitions in law and case law, in these general terms and conditions, force majeure is understood to mean all external causes beyond TH B.V.'s control as a result of which TH B.V. cannot reasonably be required to fulfil its obligations. Force majeure will in any event be understood to include - without limitation: (civil) war, war risk, threat of war, riots, closure of the Venue in connection with the death of any members of the royal family and/or situations of national mourning, terrorist actions/attacks or threats thereof, flooding, water damage, storm damage, acts of war, fire, strikes, sit-down strikes, lockout, excessive sick leave of TH B.V. staff, transport problems, unforeseen technical complications, interruptions in the power and/or gas supply, breakdowns, as well as government measures which in any event include import and export bans. If the Parties have agreed that TH B.V. will provide a presenter/a chair of the day and/or artists, illness/incapacity for work of the said presenter/chair of the day and/or artists/entertainment will also be regarded as force majeure.
3. In the event of force majeure, TH B.V. will be entitled:
  - either to dissolve the Agreement with the Client in whole or in part by sending the Client a simple written notice thereof, therefore without court intervention, and without TH B.V. becoming liable for damages to the Client as a result;
  - or to agree a new delivery deadline or Event date with the Client, without TH B.V. becoming liable for damages to the Client as a result;

Any failure of the Client to obtain the necessary permits

4. and/or exemption does not constitute force majeure. If TH B.V. has already partially fulfilled its obligations under an Agreement when a situation of force majeure commences, TH B.V. will be entitled to invoice the Client separately for the performance already delivered, and the Client will be obliged to settle this invoice as though it were a separate contract.

#### **XV. PUBLICITY / AUDIO-VISUAL RECORDINGS**

1. In the event of publications by the Client regarding the Event to be organised at the Venue, the Client is required to ensure that there is clear signposting showing visitors to, guests of and participants in the Event how to access the Venue.
2. The Client is not permitted to affix or (have a third party) distribute any PR, advertising and/or promotional material relating to the Event or the Client at or near the Event Venue without prior written permission from TH B.V.
3. The Client is not permitted to (have a third party) make any photographic, video, film, TV and/or other audio-visual recordings of the Event at the Venue, the Venue itself and/or the Venue grounds without prior written permission from TH B.V.

#### **XVI. SOURCE AND AMENDMENTS TO GENERAL TERMS AND CONDITIONS**

1. These terms and conditions have been filed with the Amsterdam Chamber of Commerce.
2. The version most recently filed or, as the case may be, the version that applied at the time when the legal relationship with TH B.V. was established always applies. Any partial amendment to or replacement of any provisions of the Agreement concluded between the Parties or of the General Terms of Conditions will only be binding if agreed in writing between the Parties.
3. The Dutch-language version of the general terms and conditions is always leading for their interpretation.
4. These general terms and conditions and all related agreements are governed by Netherlands law. Any disputes about the fulfilment of the Agreement and these general terms and conditions that, in so far as applicable, form an integral part thereof, will only be brought before the competent court of Amsterdam.

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