

TERMS AND CONDITIONS

Article 1: GENERAL PROVISIONS AND APPLICABILITY

- 1 The following general terms and conditions (the SIBON Sign Conditions 2020) apply to all offers made by, all assignments to and all agreements with the Contractor. They can be consulted on and downloaded from www.sibon.nl.
- 2 In these General Terms and Conditions, the Contractor is defined as: the Erkend Signbedrijf (Sign Company Recognised by SIBON Netwerk B.V.).
- 3 The Client is defined as the natural or legal person who has instructed the Contractor to perform Work or to deliver goods or data. As regards the Assignment, the Client is not entitled to invoke any circumstance that it acted on behalf of a third party, unless it notified this expressly to the Contractor and the Contractor then accepted the Assignment in writing (which in these general terms and conditions is also understood to include: by email). If the Assignment is given by or on behalf of more than one Client, all Clients are jointly and severally liable for all obligations vis-à-vis the Contractor.
- 4 In these General Terms and Conditions, the term "Assignment" is defined as: any request to perform Work or to deliver goods or data, made in any form whatsoever. An Assignment will also be deemed to have been issued by sending or handing over data or items on the basis of which the Work referred to in paragraph 4 of this Article can be performed.
- 5 In these General Terms and Conditions, the term 'Work' is defined as: creating, delivering, installing, placing and/or building or completing signs, including promotional products, decorations, signage, constructions and/or parts thereof, and in any event the work that arises from an Assignment issued to an Erkend Signbedrijf, all of the above in the broadest sense.
- 6 The Client can only invoke terms that deviate from these conditions and/or invoke its own terms or conditions if those terms or conditions have been expressly accepted by the Client in writing.
- 7 The Client with whom an agreement was concluded subject to the present terms and conditions is deemed to have accepted the applicability of these terms and conditions to agreements concluded with the Contractor at a later date.

Article 2: QUOTATIONS

- 1 All quotations, cost estimates, offers and similar communications by the Contractor are entirely without obligation and can only be accepted unchanged. An offer will in any event be deemed to have been rejected if it has not been accepted within one month.
- 2 Quotations made by the Contractor are based on the information provided by the Client. The Client guarantees that to the best of its knowledge and abilities it has provided all data that are relevant in that connection.
- 3 The documents that form part of the quotation (such as designs, drawings, technical descriptions and the like) are as accurate as possible but nevertheless without obligation. They are and remain the (intellectual) property of the Contractor.

Article 3: FORMATION OF THE AGREEMENTS AND MODIFICATION OF ASSIGNMENTS THAT HAVE BEEN ISSUED

- 1 No agreement will be formed and no obligations of any of the parties will rise until the moment the Contractor has confirmed orally or in writing that it accepts the Assignment.
- 2 The Client bears the risk of the Contractor not receiving its notifications or of not receiving them correctly, in time or in full.
- 3 To the extent that there is uncertainty concerning the content of the Assignment that has been issued and its acceptance, the work performed by the Contractor will be deemed to have been performed in accordance with the content of the Assignment.
- 4 The Client will provide timely connections for the electricity required for the work and for testing the work. The costs of the required energy are for the

account of the Client.

- 5 The Contractor reserves the right to perform more work than stated in the Assignment or in the acceptance thereof and to charge the Client accordingly if such work is in the interest of the Client and/or of the proper performance of the Assignment. The Client will be informed of the performance of this additional work within a reasonable period.
- 6 The Contractor will cooperate within reason with changes to the Assignment if and to the extent that the content of the performance to be delivered by it does not essentially deviate from the performance originally agreed.

Article 4: TERMINATION AND CANCELLATION

- 1 The Contractor has the right at all times, without requiring any notice of default or judicial intervention, to terminate the agreement if the Client is declared bankrupt or applies for a suspension of payment, fails to pay due and payable debts, liquidates its business or moves its permanent address or place of business to a location outside the Netherlands before having provided satisfactory security, at the Contractor's discretion, for payment of what is already owed or may yet become owed in connection with the performance of the Assignment, or if it loses the right to dispose of all or parts of its assets as a result of attachment, having been placed under administration or otherwise, unless satisfactory security is provided for the benefit of the Contractor, at its discretion, for payment of what is owed or may yet become owed in connection with the performance of the Assignment.
- 2 The Client has the right to cancel an agreement before the Contractor has started performance of the agreement, provided it compensates the resulting loss incurred by the Contractor. Said loss is understood to include the profit lost by the Contractor, as well as costs already incurred by the Contractor in preparation, including for reserved production capacity, materials purchased, services engaged and storage costs.

Article 5: DATA AND PROPERTY OF THE CLIENT; RISK

- 1 The Client ensures that the data and items needed by the Contractor for what the latter considers to be the adequate performance of the issued Assignment are made available to the Contractor in the desired form.
- 2 The Client is obliged to keep a copy and, if possible, the original of the texts, drawings, photographs or other information carriers made available to the Contractor.
- 3 The Contractor will have the right to suspend performance of the Assignment until the moment the Client has complied with the obligation referred to in paragraph 1.
- 4 If the Client fails to comply with the obligation referred to in paragraph 1, the Contractor will have the right to return the Assignment without requiring any notice of default or judicial intervention.
- 5 If and to the extent the Client requests such, the data and items made available will be returned to the Client following completion of the Assignment, except as provided for in Article 17.
- 6 The Contractor is obliged to arrange for the careful storage of the items and/or data originating with the Client. Unless there is evidence to the contrary, the Contractor will be deemed to have complied with this obligation.
- 7 The risk concerning damage to or the destruction of items and/or data stored at the Contractor's or third parties' premises expressly for the Client, unless it is able to demonstrate intent or gross negligence on the part of the Contractor.
- 8 The Client indemnifies the Contractor against all third-party claims related to damage to or the destruction of the items and/or data referred to in the previous paragraphs.

Article 6: LIABILITY

- 1 Liability on the part of the Contractor for all direct and indirect losses sustained by the Client in any way related to or caused by a failure to perform the

Assignment, to perform it on time or to perform it in full in accordance with the agreement, is excluded, unless it can be demonstrated that, in the relevant circumstances, said failure to perform the Assignment, perform it on time or in full in accordance with the agreement would not have occurred in the case of normal professional knowledge and while applying normal caution and during normal business operations. In such a case, liability is limited to the amount that is paid out in respect of the loss under the Contractor's (liability) insurance.

- 2 The Contractor will have the right at all times to reverse or limit the loss sustained by the Client, if and to the extent possible.
- 3 The Client will forfeit its right to hold the Contractor liable for the losses referred to in paragraph 1 one year after the loss arose.
- 4 The liability of the Contractor for damage to or caused by motor vehicles and other property owned by the Client is excluded, unless and to the extent the Contractor has taken out insurance in this connection, in which case liability is limited to the amount that is paid out in respect of the loss under the Contractor's (liability) insurance. The Client indemnifies the Contractor against all claims that do not qualify for compensation on the basis of the arrangement provided for in this Article.
- 5 The risk concerning damage to or loss of property and/or data during transport or shipment is always for the Client, irrespective of whether the transport or shipment takes place by or on behalf of the Client, the Contractor or third parties, except in the case of intent or gross negligence on the part of the Contractor. Transport and shipment are understood to include transmission of data by means of the landline and/or mobile telephone network and all similar forms of shipment using any technical instrument.
- 6 If the Client makes changes in, to or on goods manufactured by the Contractor or makes those changes to or on other goods without consultation with the Contractor, any subsequent damage (unless the Client provides evidence to the contrary) will be deemed to have been caused by that change and will therefore also be at the Client's expense and risk.
- 7 If the Client fails to take delivery of the items and/or data to be delivered by the Contractor within thirty days after termination of the Assignment and payment of what is owed in connection with that Assignment, such items and/or data will be stored from that time on for the Client's account and risk.
- 8 The Client indemnifies the Contractor against all third-party claims that are directly or indirectly related to the work or deliveries arising from the Assignment.
- 9 The Client will never have the right to send the items and/or data back to the Contractor unless the Contractor has agreed to this in writing (which includes agreement by email).

Article 7: MANNER OF PERFORMANCE OF THE AGREEMENT

- 1 The Contractor will perform the Work in a careful manner and in accordance with professional standards. The Contractor will determine the manner in which the issued Assignment will be carried out. If the Client so requests, the Contractor must inform it of the manner in which the Work will be performed, unless this cannot reasonably be required from the Contractor.
- 2 If the Assignment comprises the placement or attachment of structures, billboards, light boxes and the like, the Client will be obliged to ensure that any permits that may be required have been granted and that all other statutory or other requirements have been satisfied. The Client indemnifies the Contractor against any and all liability that may arise if such authorisation is lacking. Furthermore, it may not be inferred from this circumstance that the Contractor failed to comply with any obligations arising from the agreement.
- 3 The Client will ensure that goods to which or onto which goods included in the Assignment are to be

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fitted are suitable and (or) prepared for that purpose. The Client will have its own duty of investigation and care in this respect, and the Contractor will have no duty or responsibility in this respect, nor will it have any duty of investigation of its own. With regard to inherently fragile items such as windows, for example, damage occurring during or shortly after the Work associated with the Assignment will be deemed to have been caused by the unsuitability of those items for the Assignment and not by the manner in which the Assignment was performed. The Client accepts that the result of the Work and (or) deliveries may depend on the (ambient) temperature and (the surface) of goods to which the sign is to be applied.

4 If and to the extent that the Assignment comprises work involving scaffolding to be anchored in the ground, the Client guarantees that there are no cables, pipes, tubes, hoggin or other obstacles present in the ground. The Client has an obligation to investigate and inform in this connection; the Contractor does not. Unless expressly agreed otherwise between the Contractor and the Client, scaffolding must always be placed at a distance at least 'one and a half times the height of the scaffolding' from the public road. The Client guarantees that the ground is (virtually) flat, paved and that there are no obstacles, plants or other matters that could hinder the performance of the work. If the Contractor should deem it necessary, it will be free to remove such matters, or have them removed, without the approval of the Client, which work will be charged to the Client as additional costs. If at the Client's request the Contractor performs the Assignment with the aid of and/or using materials or semi-finished products provided by the Client, this will take place entirely for the risk of the Client. This concerns in particular, but is expressly not limited to, the durability, adhesion, abrasion resistance, light or colour fastness of the items created and/or processed by the Contractor in such a manner.

5 The Client is obliged to inform the Contractor of special difficulties or health risks that may arise during printing on and/or processing of the materials and products delivered by the Client.

6 The Contractor is obliged when so requested to inform the Client in advance of the manner in which the work will be performed, unless this is contrary to the nature of the Assignment.

7 The Contractor has the right to outsource all or parts of the Assignment or to have it/them performed by third parties not employed by it without notifying the Client if it considers that this is conducive to the effective or efficient performance of the Assignment.

8 If the Contractor is of the opinion that the requirements of paragraph 3 have not been met, it may suspend performance of the Assignment. This is at the Client's risk. No obligation on the Contractor to carry out an investigation can be inferred from this paragraph.

Article 8: FORCE MAJEURE

1 In the event that the Contractor is unable to comply with all or part of its obligations arising from the agreement, or to do so on time, as a result of a cause that cannot be attributed to it, including but not limited to war or the threat of war, mobilisation, civil war, terrorism, riots, wilful damage, theft, fire, drastic temperature fluctuations, water damage, floods, earthquakes, an epidemic or pandemic and other natural disasters, sectoral closure, confiscation and other government measures (whether or not taken in connection with one of the events referred to here), strikes, gridlock, machine defects, non-delivery of essential materials, semi-finished products or data by third parties, disruptions in the supply of energy, and reduced availability of data, whether at the business of the Contractor or at third parties that have been engaged, those obligations will be suspended until the Contractor can reasonably be deemed to be able to comply in the agreed manner.

2 If the Contractor cannot be expected to perform or continue to perform the agreement as result of

government regulations or safety considerations on the part of the Contractor arising from any circumstance whatsoever, it will have the right to suspend compliance with its obligations.

3 In situations as referred to in paragraphs 1 or 2 of this Article, the Client will not have the right to dissolve the agreement in whole or in part, nor will the Contractor become in any way obliged to compensate any loss in such cases.

Article 9: DESIGNS, TESTS AND PROOFS

1 The Client is obliged to carefully and expeditiously check the designs, tests, proofs, prints and/or test or other models made available to it by the Contractor for errors and defects and to notify the Contractor of its findings.

2 Approval by the Client comprises acknowledgement that the Contractor performed the work preceding and related to the proofs in accordance with the Assignment.

3 If the Client fails to comply with its obligation as referred to in the first paragraph, this will comprise approval within the meaning of the second paragraph.

4 Each design, test, proof, print and/or test or other model created at the Client's request will be charged in addition to the agreed price, unless it has been expressly agreed that these costs are included in the price.

Article 10: COPYRIGHTS, ETC.

1 The Client guarantees to the Contractor that the performance of the Assignment does not infringe copyrights, design rights, trademarks or other third-party intellectual property rights or any rights derived therefrom or any other rights. The Client indemnifies the Contractor both in and out of court against any and all claims that can be enforced in this connection by third parties and against all costs incurred in connection with conducting a defence.

2 All items and works created during the performance of the Assignment will be deemed to have been created fully and exclusively according to the insights of the Contractor. Hence, the Contractor is the exclusive holder of any copyright or any other intellectual property right that is created in respect of items and works created during the performance of the Assignment and the finished products referred to in the Assignment. All intellectual property rights to procedures, advice, etc. originating with or used by the Contractor will expressly vest or continue to vest in the Contractor both during and after the performance of the Assignment, irrespective of the share in their creation of the Contractor itself or of third parties engaged in the performance of the Assignment. The provisions of this paragraph also apply if the relevant work or items have been stated as separate items in the offer, the quotation or the invoice.

3 The Client only acquires a right of use, which is moreover limited to the delivered items and/or data included in the Assignment. More in particular, the result of any work that gave rise to intellectual property rights neither may be made available to third parties for processing or reproduction nor be processed or reproduced by the Client itself. The exercise of these rights, including publication or transfer, is expressly and exclusively reserved for the Contractor both during and after the performance of the Assignment.

4 In the event of an infringement of the provisions of paragraph 3, the Client will forfeit to the Contractor an immediately due and payable penalty of €2,000 per infringement and €250 for each day or part of a day that the infringement continues, without requiring notice of default and without prejudice to the Contractor's right to claim compensation from the Client of all losses that arise for the Contractor as a result.

Article 11: PRICES; FEES AND COSTS

1 The Contractor will not charge any costs for formula-

ting proposals or for preparing quotations, unless they require specific research. In such cases, the extent of the work to be performed by the Contractor in this connection and the related costs that will be charged will be stated in advance.

2 The amount that will be charged by way of compensation for the work performed by the Contractor will be calculated in accordance with the Contractor's customary rates, unless otherwise agreed in writing (which includes agreement by email). If the Assignment comprises design work, the work related to its preparation will always be charged as well.

3 Costs arising from or in connection with additions and changes to the Assignment are for the account of the Client.

4 The costs incurred by the Contractor will be charged to the Client. These costs can include but are not limited to the prices of the materials to be processed, fees for third parties that were engaged and transport, shipment and insurance costs.

5 Overruns or underruns relative to the agreed quantity are allowed provided they do not exceed ten per cent. Overruns or underruns are charged or deducted, respectively, from the invoice.

6 All rates are exclusive of any turnover tax owed and all other levies imposed by the government. These are stated separately on the invoice and are for the account of the Client.

7 If the prices of auxiliary materials, wages or any other price-determining factors change after the conclusion of the agreement and before the moment of delivery as a result of factors that were unknown at the time the agreement was concluded, the Contractor will have the right to make a commensurate adjustment in the rates agreed for the Assignment without consulting the Client, subject to a maximum increase of ten per cent. Said percentage will not be exceeded without further consultation with the Client, which may lead to a decision to amend the Assignment. Cost increases arising from a government-approved rate adjustment after the agreement is concluded and before the agreed time of the delivery of items or the performance of services can be charged on in all cases, to the extent that this is in conformity with the rates policy of the Ministry of Economic Affairs.

8 If the Contractor suspends or terminates the performance of the Assignment, the Contractor will be entitled to full payment for the work that has been performed and the costs that have been incurred up to the moment of suspension or termination.

Article 12: OWNERSHIP OF SEMI-FINISHED PRODUCTS, MEANS OF PRODUCTION, ETC.

1 All items created by the Contractor within the context of the performance of the Assignment such as means of production, semi-finished products and auxiliary materials remain the property of the Contractor even if they have been stated as separate items in the offer, the quotation or the invoice.

2 The Contractor is not obliged to surrender the items referred to in the first paragraph to the Client.

3 The Contractor is not obliged to keep, on behalf of the Client, the items referred to in the first paragraph or leftovers such as cutting waste, etc. of the materials and products delivered by the Client. If the Contractor and the Client agree that these items are to be kept by the Contractor, this will be for a duration of at most one year and without the Contractor guaranteeing their suitability for reuse.

Article 13: DELIVERY AND DELIVERY TERM

1 Unless otherwise agreed, the products will be delivered at the place where the Contractor conducts its business. Digital deliveries will take place at the email address indicated for this purpose by the Client or by means of uploading to an external server (at the Client's risk) or by provision on the server of the Contractor or of an auxiliary agent.

2 A delivery term indicated by the Contractor is only indicative in nature, unless it is expressly stated in writing that it is a strict deadline. The Contractor will

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not be in default until the Client has given it written notice of default, including in the event of an agreed strict deadline.

- 3 The Contractor will no longer be bound by an agreed strict deadline if and as soon as the Client changes the Assignment, unless the minor significance of the change or the limited duration of the delay could not reasonably compel the Contractor to adjust the utilisation of its production capacity as initially scheduled by the Contractor.
- 4 During the Contractor's performance of the agreement, the Client will be obliged to take all reasonable steps as necessary or desirable to enable timely delivery by the Contractor.
- 5 If the Client fails to comply with the provisions of the previous paragraph, the Contractor's obligation to fulfil the agreed performance before the initially agreed strict deadline will lapse. This obligation will also lapse if the Client fails to comply with its obligations as described in Articles 9 and 17. It will also lapse in the situations described in Articles 4, 8 and 18.

Article 14: INSPECTION UPON DELIVERY; DEVIATIONS

- 1 Immediately after the delivery of the services and/or the items and/or data, the Client is obliged to check thoroughly whether the Contractor's performance is sound and in compliance with the Assignment.
- 2 The Contractor's performance will always be deemed as sound and in compliance with the Assignment by the parties if following the delivery the Client has taken all or part of the delivered products into use, has processed or adapted them or has delivered them to third parties, or has caused them to be taken into use or adapted.
- 3 This Article also relates to Assignments that include the assembly or disassembly or transportation of products.
- 4 Minor deviations, including deviations involving colour or screen representation, of the performance referred to in the Assignment or of a design, test, proof, print and/or test or other model do not alter the parties' obligations and therefore do not constitute grounds for e.g. rejection, a discount, dissolution of the agreement or compensation.
- 5 Deviations that, all things considered, have no or only a minor influence on the value and/or utility of the delivered products or services, will always be deemed to be deviations of minor significance.

Article 15: COMPLAINTS

- 1 The Client is required to notify the Contractor in writing of any complaints concerning the Work performed or deliveries made by the Contractor or the amount of the invoice within seven days after the date of delivery or the invoice date. If scaffolding or an aerial platform has been used for delivery or assembly, a complaint must, in principle, be made before its removal.
- 2 If the Client could or need not reasonably have discovered a defect sooner, it must notify the Contractor of a complaint in writing (which includes notification by email) within seven days after discovery of the defect, explaining to the Contractor's satisfaction why it could or need not reasonably have discovered the defect sooner.
- 3 The Client never has any right of recovery in the cases referred to in paragraphs 2 and 3 of Article 14.
- 4 The right of recovery lapses after expiry of the terms referred to in the first and second paragraph.
- 5 A complaint does not suspend the Client's payment obligation.
- 6 In the event of a justified complaint, the Contractor may choose between (i) adjusting the amount of its invoice and (ii) improving or re-performing the rejected Work, replacing or adjusting (the defective or damaged part of) the delivered goods, to which it may (as far as reasonably possible) attach the resolutive condition that these goods are returned to it within one week of its notification.

Article 16: GUARANTEE

- 1 The following are expressly excluded from any

guarantees on the items or works delivered by the Contractor: normal wear (including gradual discolouration, chalking and gloss reduction), reduced utility and diminished compatibility owing to advancements in technology or otherwise, any form of damage arising upon or after the application of materials (including self-adhesive materials) by the Contractor itself, damage resulting from inexpert or careless use, damage resulting after or caused by modifications made after delivery. The Contractor guarantees the soundness of the construction of the delivered items for a period of at most three months after delivery, which guarantee will however never extend beyond the guarantee issued to the Contractor by its supplier.

- 2 Guarantees on items or works delivered by the Contractor but created by other parties extend exclusively to the guarantees issued by said other parties to the Contractor.
- 3 The costs of auxiliaries such as scaffolding and aerial work platforms to be used for guarantee work are not covered by the guarantee and are at the Client's expense.

Article 17: PAYMENT

- 1 The Contractor determines the terms of payment. The Contractor is free to demand a down payment before it commences performance of the Assignment. The following will apply if no advance down payment has been agreed. The Client must pay the invoice amount within fourteen days after the invoice date, in euros, at the office of the Contractor or by means of a transfer into a bank account to be designated by the Contractor, in which case only a notification from the relevant banking institution that the invoice amount has been credited to the designated account will qualify as payment. Payment must nevertheless be made in cash upon delivery if the Client is a natural person who is not acting in the exercise of a profession or business. Payment must be made net. The Client is not allowed to set off, suspend or withhold any part of the amount owed.
- 2 In the case of agreed delivery in parts, the Contractor will have the right to demand, following delivery of the first part, payment of all costs incurred for the entire Assignment such as the costs of designs, tests, proofs and films, in addition to payment for this first part.
- 3 The Client will be in default by operation of law if it has not made payment in full within the term referred to in paragraph 1. In such cases, all claims of the Contractor against the Client will become immediately due and payable and the (corporate) Client will owe statutory (commercial) interest from that moment until the day of payment in full, without requiring a demand for payment or notice of default, all of the above without prejudice to the Contractor's other rights.
- 4 If the Client has not paid within the term referred to in paragraph 1, the Contractor will have the right to suspend performance of every Assignment by invoking the exception of non-performance.
- 5 Any and all judicial and extrajudicial costs related to the collection of any claim of the Contractor against the Client will be for the account of the Client. Extrajudicial collection costs are set at 15% of the amount owed, subject to a minimum of € 75 excluding VAT.
- 6 Payments to the Contractor first serve to pay any interest and collection costs due and then to pay for the claim (invoice) that has been outstanding the longest.
- 7 The increases referred to in paragraphs 3 and 5 only replace compensation of losses due to delays. Compensation on the basis of the law may be claimed in addition to this compensation.
- 8 If the Assignment has been granted by or on behalf of more than one Client, all Clients are jointly and severally liable for fulfilling the obligations as stated in this Article, irrespective of the addressee stated on the invoice.

Article 18: RETENTION OF TITLE, RETENTION OF OWNERSHIP AND PLEDGE

- 1 The Contractor has the right not to surrender items of the Client in its possession or items created or drawn up by the Contractor on the Client's instructions, to the Client or third parties until the Client has complied with all of its obligations towards the Contractor.
- 2 The full right of ownership to the items delivered by the Contractor to the Client will continue to vest unconditionally in the Contractor until the Client has complied with all of its obligations towards the Contractor that arise from the Assignment. Until such time, the Client will not perform any act of disposition concerning the aforementioned items. The parties consider structures placed on or attached to immovable or other property to be movable property that has not become a constituent element of the immovable property, which means that the retention of title continues to apply.
- 3 The Client grants the Contractor a right of pledge to all items and data of the Client that were placed in the possession of the Contractor within the context of the performance of the Assignment, such by way of further security for payment of everything that is owed by the Client in any capacity and on any grounds to the Contractor, including debts that are not due and payable and debts that are conditional.

Article 19: MISCELLANEOUS

- 1 These terms and conditions may be cited in abbreviated form as the "SIBON Sign Conditions 2020". They can be consulted and downloaded on www.sibon.nl. These terms and conditions are the English translation of the "SIBON Signvoorwaarden 2020", which are in Dutch. In case of difference between the English and the Dutch text, the latter prevails.
- 2 All quotations, offers, Assignments and agreements and any disputes arising therefrom are governed exclusively by Dutch law. Quotations, offers, Assignments and agreements are deemed to have been made, concluded and performed in the Netherlands.
- 3 A dispute will exist if one of the parties declares that this is the case.
- 4 The District Court in which the Contractor resides has exclusive jurisdiction to hear disputes, unless the subject of the dispute comes under the jurisdiction of the Subdistrict Court.

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