Terms of Service

BY SIGNING UP FOR A SUBSCRIPTION WITH VOBESOFT OR BY USING THE APPLICATION, THIS AGREEMENT APPLIES TO YOUR PURCHASE AND YOUR CONTINUOUS USE OF THIS APPLICATION. BY ACCEPTING THIS AGREEMENT, BY CLICKING ON THE ACCEPTANCE-BOX, OR BY CONTINUING TO USE THE APPLICATION, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ACCEPT THIS AGREEMENT ON BEHALF OF A COMPANY OR ANY (OTHER) LEGAL PERSON, YOU AGREE THAT YOU ARE ENTITLED TO BIND THIS ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" AND "YOUR" WILL REFER TO THAT ENTITY AND THEIR AFFILIATES. IF YOU DO NOT HAVE THIS COMPETENCE, THIS AGREEMENT APPLIES TO YOU ONLY IN YOUR INDIVIDUAL CAPACITY. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ACCEPT THIS AGREEMENT. THIS MEANS, YOU MAY NOT USE THE APPLICATION.

Access to the application is not permitted if YOU are our direct competitor, unless you have our prior written consent. In addition, YOU may not access the application for the purposes of monitoring it is availability, performance or functionality, or for other purposes of benchmarking or competition-sensitive purposes.

General Terms and Conditions VobeSoft

KVK: 76416429

VAT: NL860616800B01

www.vobesoft.nl

www.vobesoft.com

www.support.vobesoft.com

VobeSoft;

And

Customer; hereinafter referred to as the customer, user or licensee, are as follows:

Article 1 Definitions

1.1 Customer: a person or organization that has completed the VobeSoft registration, has entered into an agreement with VobeSoft, or intends to become a customer.

1.2 Document (s): the written and/or electronic document (s) from the customer that are presented to VobeSoft and processed by the VobeSoft application.

1.3 Administration: all data presented to the VobeSoft application necessary for processing.

1.4 Domain: the domain is a private area on VobeSoft's central system, where all the customer's related administrations are managed and stored.

1.5 Agreement: the specific agreements between VobeSoft and the customer with regard to the services / service that the customer purchases from VobeSoft.

1.6 Website: the VobeSoft website, accessible via the URL https://vobesoft.com.

1.7 Work domain: the VobeSoft website accessible via the URL.

Article 2 Scope

2.1 These general terms and conditions apply to all VobeSoft's offers, quotations and agreements.

2.2 Unless agreed otherwise in writing, these general terms and conditions will apply. The general terms and conditions of the customer are hereby explicitly rejected.

2.3 VobeSoft is entitled to change the terms and conditions unilaterally. VobeSoft will inform the customer about the intended changes at least two (2) months before the changes take place. If the customer does not agree with the intended changes, the customer can cancel the date on which the change takes effect. If the customer does not explicitly object in writing to the announced changes within one month of receipt of the notice from VobeSoft and before the announced changes take effect, the customer shall be deemed to have agreed to the changes.

Article 3 Offers and agreements

3.1 Offers on quotations on the website or on the quotation are non-committal and revocable and should be regarded as an invitation to place an order.

3.2 Any agreements, commitments and/or changes to the cooperation made after the assignment has been placed are only binding if agreed between the parties in writing or by e-mail.

Article 4 Prices

4.1 All prices used by VobeSoft are exclusive of VAT and any other government levies that are for of the customer's account.

4.2 Information about prizes is available at https://vobesoft.com.

4.3 VobeSoft has the right to annually index prices on January 1 based on the CBS consumer prices, index 2015=100. Where the period from the penultimate October to the last September will be used. Unless otherwise stated in the applicable Cloud Services Agreement.

Article 5 Payment

5.1 All payments, unless otherwise agreed in writing, are made exclusively by means of a monthly collection, for which the customer is obliged to authorize VobeSoft. Authorization takes place by accepting the general condition whilst creating a new VobeSoft environment and account.

5.2 Invoicing takes place for the first time during the 1st week of the following month after a new administration has been formally registered as a VobeSoft environment. If a financial year is processed retroactively, the months processed retrospectively are fully charged. After the start-up of an administration, invoicing takes place in the first week of a new month.

5.3 If the customer withdraws the authorization for monthly collection without good reason or if the direct debit can not be executed for other reasons not attributable to VobeSoft, VobeSoft reserves the right to suspend access to the VobeSoft environment within 30 days after the claim has become due and payable. To block the VobeSoft environment and allow the costs of collection, both judicial and extrajudicial, to be regarded as dependant by the customer, whereby the extrajudicial collection costs are determined on at least 15% of the principal sum to be claimed.

Article 6 Duration– and end of collaboration

6.1 The agreement between VobeSoft and the customer is extended per month. Termination of the agreement must take place from VobeSoft's software environment. Termination by telephone or e-mail is not possible. The

cancellation will be actuated at the end of the month in which the cancellation takes place.

6.2 If the customer does not comply with the agreement in any way whatsoever, VobeSoft is entitled to terminate the contract without notice of default.

6.3 The agreement ends by operation of law and with immediate effect at the moment that the customer informs VobeSoft that it is no longer able to meet its payment obligations or at the moment that VobeSoft has to deduce from the circumstances that the customer no longer fulfills his payment obligations, can comply, or at the moment that the Law on debt repayment becomes applicable to the customer, suspension of payments is granted or declared bankrupt, or a request to that effect is submitted to the judicial authorities.

6.4 Under no circumstances is VobeSoft is obliged to pay any compensation as a result of a termination, as described in article 6.2 and 6.3..

6.5 In the event of termination of the agreement due to non-fulfillment of the agreement by the customer, VobeSoft reserves the right to stop providing it is services immediately. VobeSoft will not refund any reimbursements to the customer on termination of the agreement, for whatever reason.

Article 7 Right of use

7.1 When agreed with the general condition, a license agreement will be concluded. This license agreement gives the licensee a conditional right to use one copy of the VobeSoft application by one organization. A single license from VobeSoft may not be shared by two organizations.

7.2 Without the explicit written permission of VobeSoft, the licensee may not transfer, rent, copy, offer, lease, lend, sell or otherwise dictate the of of the application and the associated services. Nor is it permitted to transfer this license agreement to third parties in any way. The licensee can not offer the use of the VobeSoft application as a part of its package of services to third parties without prior written approval of VobeSoft.

7.3 The licensee may not decompile the software (decrypt) in order to gain access to the techniques applied by VobeSoft.

7.4 The licensee may not exceed the number of objects in his VobeSoft object register that has been agreed with VobeSoft for the user in question.

7.5 The licensee may not exceed the number of automatic mailings agreed with VobeSoft for the user in question.

7.6 The licensee may not make copies of the printed material from VobeSoft software. However, the license holder may freely print the user documentation on the website https://vobesoft.com.

7.7 The licensee may not change or edit the VobeSoft application. This interdiction also includes the removal of markup elements (for example the VobeSoft logo), the writing of data in the database, with the exception of cases in which it is expressly permitted via the VobeSoft API or in the manual in the VobeSoft application.

7.8 If data is written in the database, unless expressly permitted, all warranties will lapse and VobeSoft will be entitled to compensation on account of breach of contract.

7.9 Use and web service content: The web service is part of the VobeSoft application. The licensee may not use any part of the web service, including distributing or contributing to the distributing of information and/or other material that can be distributed via the web service that is not VobeSoft related. In addition, the licensee may not use any part of the web service, including distributing or contributing to the distribution of information and/or other material that can be distributed via the web service, in an abusive or offensive manner. This also applies to, but is not limited to, distributing or contributing to the scattering of information and/or other material that can be distributed via the web service, in a manner that is racist, discriminatory by gender or in any other way discriminating or offensive for groups of people, whether it is shocking, threatening, abusive or indecent, that violates the private life of third parties, or that is considered to be information against the public interest.

7.10 Contract breakage: If the license holder commits a substantial breach of part of its obligations arising from the license agreement towards VobeSoft, VobeSoft has the right to terminate the agreement with immediate effect and to terminate the access to the VobeSoft application immediately. Upon termination, the licensee is obliged to immediately return all material received (such as the user documentation) to VobeSoft. In addition, all copies of the software will be immediately removed or uninstalled from all computers that the licensee has at his or her disposal.

The following facts are considered, without limitation, as a significant infringement:

(a) non-compliance with payment obligations;
(b) any unauthorized transfer, use, rental, lease, sale, lending or other distribution of the VobeSoft application or other materials such as user documentation or copies thereof;

(c) Sharing a VobeSoft application with another company;

(d) Any form of decompilation (decryption) of the software to gain access to the techniques applied by VobeSoft;

(e) use VobeSoft automatic mailings for sending spam or spyware;

(f) Warnings stated in writing by VobeSoft.

7.11 VobeSoft is not responsible for the non-working of supplied bulk (csv, edi or xml) regarding conversion and import into VobeSoft's application.

Article 8 Obligations of VobeSoft

8.1 VobeSoft handles the administration in a careful, safe and professional manner.

8.2 The administration and banking information supplied by the customer will be carefully archived by VobeSoft.

8.3 VobeSoft strives to convert the administration in bulk (csv, edi or xml), administration as well as possible and to import it into VobeSoft's application.

8.4 VobeSoft aims to be available 24 hours a day. If VobeSoft fails to comply with this for any reason, VobeSoft can not be held liable for this. VobeSoft never guarantees the accessibility of the application due to unforeseen disasters. See article 9 force majeure.

8.5 VobeSoft creates a digital archive for the customer and provides a VobeSoft environment that can be accessed via https://vobesoft.com.

8.6 VobeSoft is not responsible for the completeness of documents and information supplied by the customer.

8.7 In accordance with the agreement, VobeSoft will make backups of the data that the customer has provided and which has been processed by VobeSoft.

8.8 VobeSoft ensures, as reasonably possible, that the data that the customer has entered is protected against loss, theft, unauthorized access and modification by non-users.

8.9 VobeSoft is not liable for any damage in case of loss or damage of data.

8.10 VobeSoft outsources the hosting of the platform to a professional hosting provider. VobeSoft has set up the infrastructure with this provider in such a way that an uptime of 99.9% can be achieved on an annual basis. VobeSoft can not be held responsible if the uptime is lower.

8.11 VobeSoft creates back-ups of the data of its customers in regard to possible disasters. Restoring individual backups is not part of the standard service and can only be carried out for a fee at which the then current rate for changes will be applied.

8.12 The data supplied by the customer and the content of the user can be requested by the customer himself via various export functions and stored on his or her own storage medium. This data can be consulted with generally available software.

Article 9 Force Majeure

9.1 The parties are not obliged to fulfill any obligation if they are prevented from doing so as a result of a circumstance that is not due to gross negligence or intent on the part of the party that invokes it, nor under the law, a legal act or opinions valid in traffic.

9.2 Force majeure means in these general terms and conditions in addition to what is understood in the law and jurisprudence, all external causes, on which VobeSoft can not exert influence, but as a result of which VobeSoft is unable to meet its obligations. Military action, government action, strikes, weather conditions, breakdowns of or disruptions in telecommunication and internet connections, delay or shortcoming in the fulfillment of obligations by suppliers of VobeSoft, transport problems, postal strikes, theft, fire, export restrictions, traffic congestion, hackers / cyber-attacks and stagnation in the deliveries by suppliers are included.

9.3 VobeSoft has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after VobeSoft should have fulfilled its obligation.

9.4 During the period that the force majeure continues, the parties can suspend the obligations under the agreement. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without any obligation to compensate the other party for damage.

9.5 For as far as VobeSoft has partially fulfilled its obligations under the agreement or will be able to comply with it at the time of the occurrence of force majeure, and if the part to be fulfilled or to be fulfilled belongs to independent value, VobeSoft is entitled to comply with or comply with the above part of invoicing separately. The other party is obliged to pay this invoice as if it were a separate agreement.

9.6 If VobeSoft has already partially fulfilled its obligations upon the occurrence of force majeure, or can only partly fulfill its obligations as a result of the force majeure, it is entitled to charge separately the already delivered performance or the deliverable part of the service. The other party, customer or licensee, is obliged to pay this compensation as if it were a separate agreement.

9.7 As soon as it is clear that the force majeure situation will last longer than six (6) weeks, the customer has the right to terminate the agreement, without being liable for damages.

Article 10 Obligations and collaborations with the customer

10.1 The customer must have a bank that supports payment by credit card or a bank account that accepts automatic debit through the directives of the European SEPA direct debit.

10.2 The customer must adjust a change in its address and/or payment details online in the 'my account' section without delay.

10.3 In the interests of the customer and for checking the data and documents, the customer will respond to VobeSoft's questionnaire within a week.

10.4 The Customer is obliged to observe the user rules of Article 7 and Article 8.

Article 11 Usage rules

11.1 The customer is not permitted to use the services in violation of statutory provisions or the general conditions.

11.2 The Customer is responsible for the correctness of the data and content that he / she has provided VobeSoft or imported to VobeSoft, even if these originate from third parties insofar when the nature of the assignment does not provide otherwise.

11.3 The customer is obliged to make all data and documents, which VobeSoft requires for the correct execution of the assignment, timely available in the desired form and in the desired manner.

11.4 The additional costs resulting from a delay in the execution of an order caused by the failure to make the necessary data and documents available, on time or correctly, are at the customer's expense.

11.5 If the customer fails to comply to the obligations other than those referred to in article 10, arising from these conditions or from any other legal relationship existing between the parties, VobeSoft is entitled to restrict the use of services

by the customer without prior notification. VobeSoft will thereby ensure that the customer remains at least able to take knowledge of his administration and data for a reasonable period of time.

Article 12 Data

12.1 The information provided for VobeSoft by the customer, will be stored in a database that is placed under management by an independent third party.

12.2 The customer maintains ownership of the supplied data at all times.

Article 13 Copyright / Intellectual Property Right

13.1 Without prejudice to the provisions in these general terms and conditions, VobeSoft reserves the rights and competencies vested in VobeSoft based on the Copyright Act and the Intellectual Property Rights Act.

13.2 All brochures, catalogs, software, writings, DVDs, CDs, demos and other materials or (electronic) files provided by VobeSoft shall remain the property of VobeSoft, regardless of whether they have been provided to the other party or to third parties, unless the parties have agreed otherwise. These are exclusively intended to be used by the other party and may not be modified, edited, reproduced, published or made known to third parties by VobeSoft unless otherwise ensues from the nature of the documents provided.

13.3 On the delivered product, the other party acquires a right of license, being a right of use for the duration of 1 month or 1 year, unless the parties have agreed a different duration. the The license is extended whenever the monthly payment is successfully completed via direct debit, credit card or IDEAL payment. This right is not transferable and is linked to one user. The other party is not allowed to have the product (system) used by several persons at the same time. User takes a subscription form PER user. In addition to these conditions, the license conditions apply.

13.4 The other party is not entitled to crack the source code or to remove the label on the good (system).

13.5 All copyrights, patents, trade name rights, trademark rights, other intellectual and industrial property rights, as well as all similar rights to protect information relating to VobeSoft, are the exclusive property of VobeSoft. No provisions included in the general conditions can be interpreted as leading to a full or partial transfer of those rights to the customer.

13.6 The customer is not permitted to change, remove or cover-up an indication of the intellectual property rights of VobeSoft. The customer is not permitted to use or register any trademark, design or domain name of VobeSoft or any corresponding name or sign in any country, anywhere in the world.

13.7 The Buyer acknowledges and accepts that the full and exclusive liability of VobeSoft for infringement of patents, copyrights, brands or other intellectual property rights is as set out in this article 13 as well as in Article 14.

13.8 VobeSoft maintains the copyright of the designs, designs, descriptions, illustrations and calculations it has designed and/or created, even if the client has given an assignment to do so.

13.9 The Client is allowed to use the delivered Software, non-standard software, customization, system designs, system and program descriptions, documentation and the like for personal use only and not in any way whatsoever, either for remuneration or to make available for third parties, nor act in any other way whatsoever, so that third parties can dispose of them.

13.10 The right of use of the Software to be provided, will not transfer to the client, notwithstanding the actual delivery or availability, if it has fulfilled all the following obligations from all agreements concluded with VobeSoft:

- the consideration (s) with regard to the delivered software itself;

- the consideration (s) with regard to services rendered or to be provided by VobeSoft under the agreement (s);

- any claims for non-fulfillment by the client of (an) agreement (s).

13.11 All rights of industrial or intellectual nature, such as copyright, with regard to software originating from VobeSoft or used by VobeSoft, system designs, system program descriptions, documentation, working methods, advice, etc., are and will continue to be used during the usage of the software. assignment as then expressly and exclusively inalienable property of VobeSoft, irrespective of the share in the creation of the computer programs, system designs, working methods, advice, etc. of the client himself or of third parties engaged. The exercise of these rights, including disclosure or transfer of data, is explicitly and exclusively reserved to VobeSoft both during and after the execution of the assignment.

13.12 The client is not permitted to change, repeat or multiply the execution any of VobeSoft's designs, even if it concerns only part of the design, without the explicit written permission of VobeSoft. VobeSoft may attach conditions to such permission, including payment of a monetary compensation.

Article 14 Liability

14.1 Except in the event of special legal provisions that exclude a limitation of VobeSoft's liability for damage resulting from intent or gross negligence, VobeSoft is only liable for damage as described in the following paragraphs of this article.

14.2 In the event of property damage, VobeSoft's liability for a damage-causing event is in any case limited to an amount equal to the fee owed by the customer of one year for the use VobeSoft's services.

14.3 VobeSoft is never liable for indirect damage, loss of profit, lost savings, damage as a result of claims from buyers of the customer, damage to- or loss of data, damage related to the use of goods, materials or software of third parties prescribed by the customer to VobeSoft. damage related to the use of suppliers by VobeSoft, for consequential damage, regardless of the nature of the action (breach of contract, unlawful act), even if VobeSoft has been informed of the chance of this damage occurring.

14.4 VobeSoft shall never be liable for damage of any nature suffered by the customer related to temporary non-performance, the temporarily incorrect or the temporarily incomplete availability of the services.

14.5 VobeSoft is never liable for damage of any nature suffered by the customer in connection with the (non) functioning of software of the customer or third parties, of equipment of the buyer, VobeSoft or third parties, or by the customer's or VobeSoft's internet connection.

14.6 The Buyer acknowledges and accepts that the compensation for the services has been determined with the observance of the limitation of liability as referred to in this article.

14.7 Customer acknowledges and accepts that the services can not be 100% safe and can never be perfect or 100% free of imperfections and that not all imperfections can be repaired.

14.8 The Purchaser safeguards VobeSoft against claims from third parties arising from or in connection with the agreement or these general terms and conditions, unless the customer could enforce these claims against VobeSoft with due observance of the provisions of this article if the customer personally would have suffered the damage.

14.9 The liability of VobeSoft due to imputable shortcoming in the performance of an agreement with the customer arises in all cases only if the customer immediately and in writing gives VobeSoft a notice of default, whereby a reasonable period for the purification of the shortcoming is made, and VobeSoft

after that term attributable shortages in the fulfillment of his obligations. The notice of default must contain as complete and detailed a description of the shortcoming as possible, so that VobeSoft is able to respond adequately.

14.10 Any right to compensation will expire in any case if the customer has failed to take measures to (I) limit the damage immediately after it has occurred; (II) prevent (other or additional) damage from occurring; or (III) if the customer fails to inform VobeSoft as soon as reasonably possible of the damage and to provide VobeSoft with all relevant information.

14.11 In the occurrence of damage, the customer is obliged to report to VobeSoft in writing as soon as possible.

14.12 Any liability of VobeSoft expires no later than 1 (one) year after the work has been performed.

14.13 For all damage to the customer, in any way connected with, or caused by, not timely or improper performance of the assignment, the liability of the contractor is in any case limited to a maximum of once the amount of the work, causing the damage, related charged or amount to be charged for the period in which the work causing the damage was performed.

14.14 VobeSoft is not liable for damage or loss of data and/or documents during transport or during shipment by mail or courier service, regardless of whether the transport or dispatch is done by or on behalf of the client, contractor or third parties.

Article 15 Privacy

15.1 The Customer indemnifies VobeSoft against all third-party claims with regard to the agreement between VobeSoft and the customer and/or the data processed by the customer within the framework of the agreement that could be filed against VobeSoft due to a breach of the law not attributable to VobeSoft. protection of personal data and/or other legislation concerning the processing of personal data.

Article 16 Confidentiality

16.1 Both parties, VobeSoft and the Customer, shall not disclose or use confidential information regarding the other party for any other purpose than for which the confidential information was obtained.

16.2 Each party takes all reasonable precautions to fulfill its confidentiality obligations. None of the provisions included in this article shall impose any

restriction on the receiving party with regard to information or data, whether identical or similar to the information or data contained in the Confidential Information, if that information or data:

- were already the lawful possession of the receiving party before they were obtained from the party concerned;

- have been developed independently by the receiving party without using information or data from the party concerned;

- are or will be made publicly available, other than by acts or omissions of the receiving party; or

- be made known to the receiving party by a third party, without violating a duty of confidentiality towards the party concerned.

16.3 The confidentiality obligations pursuant to this article do not apply when confidential information of the other party must be made public by force of the law, a regulation or a court order or by a decision of a governmental authority, provided that the receiving party makes every effort to limit the extent of such disclosure and informs the party concerned in advance of such proposed disclosure.

16.4 The parties are responsible for ensuring that their employees c.q the user and third parties comply to the disclosure requirements described in this article.

Article 17 (Delivery) terms

17.1 All (delivery)terms are determined by VobeSoft to the best of its knowledge and are taken into account as much as possible. As soon as VobeSoft is aware of a circumstance that may stand in the way of timely delivery, VobeSoft will consult with the customer. The Customer is in no way entitled to compensation when the delivery is late. VobeSoft has the right to make partial deliveries at any time.

17.2 The timeframe within which the work must be completed can only be regarded as a deadline, if this has been expressly agreed.

Article 18 Exclusion

18.1 Except as explicitly stated in the agreement, VobeSoft gives no other or further guarantees, commitments, conditions with regard to the services and VobeSoft hereby rejects all other warranties, commitments or conditions, either explicitly, implicitly or in force of the law (including, but not limited to, warranties

or conditions relating to merchantability, it does not infringe on other rights or suitability for a certain activity) in relation to the services.

Article 19 Other provisions

19.1 VobeSoft can transfer or subcontract its rights or obligations under these general terms and conditions or the agreement to a subsidiary or another third party.

19.2 Any notification or other communication relating the agreement or these general terms and conditions must be sent to the address of the third party in writing as stated in the agreement.

19.3 If any provision of this agreement or of these terms and conditions is wholly or partially void, voidable or contrary to the law, it is deemed to stand alone and not be applicable. In such a case, the parties will consult with each other to replace the relevant provision by a provision of the same scope which is not wholly or partially void, voidable or in violation of the law. The other provisions of the agreement or these general conditions remain in full force.

19.4 Delay or default on the part of VobeSoft with regard to making VobeSoft liable under the agreement or these general terms and conditions against the customer, shall never waive this right. If a party waives a right that he has on the basis of the agreement or these general terms and conditions, this does not mean that this party will or must also waive this right or other rights in a subsequent case.

19.5 The agreement and these general terms and conditions fully reflect what has been agreed between the parties and replace all previous and simultaneous, explicit or implicit agreements, declarations and guarantees, both written and oral. Subject to the provisions of Article 2.3, the agreement can only be changed by means of a written agreement signed by both the customer and VobeSoft.

19.6 Any communication between VobeSoft and the customer can take place electronically unless these general terms and conditions and/or the agreement and/or the law deviate from them.

19.7 The version of the communication in question stored by VobeSoft shall serve as proof thereof, subject to proof to the contrary by the customer.

19.8 Electronic communication shall be deemed to have been received on the day of dispatch, unless the contrary is proved by the recipient. If the communication has not been received as a result of delivery and/or accessibility problems relating to the customer's email box, this will be at the risk of the customer, even if the email box is hoisted by a third party.

Article 20 SEPA direct debits

20.1 VobeSoft can not be held liable for incorrect collection generated through the collection file from VobeSoft.

20.2 User is responsible for the mandates, VobeSoft can not be held liable if money is collected from people who do not possession of a mandate.

20.3 All disputes in matters in which VobeSoft shall be liable to SEPA direct debits will be rejected immediately.

Article 21 Applicable law and competent court

21.1 Dutch law applies exclusively to all these general terms and conditions and to the agreement.

21.2 All disputes in matters to which these conditions apply shall, subject to the authority of the parties to provoke decisions of a judge of the District Court, in the course of summary proceedings, be submitted to the judgment of the court in 's-Hertogenbosch.