

# General Terms and Conditions Hestus B.V.

## 1. Parties

1. Hestus B.V., established in Arnhem at Westervoortsedijk 73 (6827 AV), registered with the Chamber of Commerce under number 94234795, user of these general terms and conditions.

2. Further details of Hestus B.V.:

Website: [www.hestus.nl](http://www.hestus.nl)

Email: [info@hestus.nl](mailto:info@hestus.nl)

Telephone number: 088 60 500 50

VAT identification number: NL866686447B01

Client: the (potential) purchaser of goods or services offered by Hestus B.V.

## 2. Applicability

1. These general terms and conditions form part of all (future) offers, agreements, and other contractual relationships between Hestus B.V. and the Client.

2. Deviations from these terms and conditions shall only apply if and insofar as they have been expressly agreed upon in writing by both parties.

3. The Client's general (purchase) conditions are expressly rejected.

4. Third parties engaged by Hestus B.V. in the performance of the agreement may also invoke these general terms and conditions.

5. If one or more provisions (or parts thereof) of these general terms and conditions are null and void or annulled, for example because they conflict with mandatory law, the remaining provisions or the remaining part of the relevant provision shall continue to apply. In such case, the parties shall consult each other to agree on new provisions to replace the null and void or annulled provisions, with the aim of preserving the intent and purpose of the original (part of the) provisions as much as possible.

## 3. Offer and **Agreement**

1. Every offer, whether in the form of a quotation or otherwise, is entirely and unconditionally non-binding and revocable, and is valid for 30 days unless otherwise stated in writing by Hestus B.V.

2. The pricing method applied to the agreement consists of a fixed contract price or on a cost-plus basis. In the case of a fixed contract price, Hestus B.V. provides a set amount for the work described in the quotation. In the case of cost-plus, Hestus B.V. provides a specification of the price factors (such as hourly rates, surcharges, and unit prices of the required materials). The applicable VAT is stated separately in the quotation. Unless otherwise stated, prices listed in an offer are in euros, exclusive of VAT, and subject to levies, surcharges, and other factors. Provisional sums may be included in the offer.

3. Any list of materials to be used by Hestus B.V. in carrying out the assignment that is included in the offer is merely indicative. No rights can be derived from such a list. Hestus B.V. is free to use other materials it deems comparable in the execution of the agreement.

4. Each offer may only be accepted once and therefore does not apply to a subsequent order unless otherwise specified.

5. All information provided by Hestus B.V. regarding treatment results, colours, and properties of the goods or works to be used, as shown or included in quotations, drawings, images, photos, or other forms of offers, are merely indications. Minor deviations in the delivered products do not constitute a breach of contract by Hestus B.V.
6. The agreement is concluded once both parties have signed a written offer, once Hestus B.V. has confirmed written acceptance, or once Hestus B.V., or a third party on its behalf, has commenced execution.
7. Drawings, technical descriptions, designs, and calculations prepared by Hestus B.V. for the assignment remain the property of Hestus B.V. They may not be given or shown to third parties, for example with the intention of obtaining a comparable quotation. They may also not be copied or otherwise reproduced. If no order is placed, these documents must be returned to Hestus B.V. within 14 days after a written request to do so, at the Client's expense.
8. Each offer is prepared with care and based on the information provided by the Client. If this information proves to be incorrect, Hestus B.V. is entitled to charge the Client for all additional costs, such as storage, material, travel, or labour costs, resulting from this. If after the conclusion of the agreement it becomes clear that the responsibilities or activities have increased, Hestus B.V. is entitled to proportionally increase the stated prices.
9. If the wood supplied by the Client contains hazardous substances (such as paint residues with lead or contamination) or proves unsuitable for treatment for any other reason, Hestus B.V. is entitled to suspend or terminate the work. Any costs already incurred will be charged to the Client.
10. Planing and colouring of the wood are only carried out in combination with the fire-retardant treatment and are not offered as separate services.

#### **4. Execution of the agreement by Hestus B.V.**

1. Hestus B.V. shall execute the agreement to the best of its knowledge and ability, and in accordance with the standards of good workmanship. The Client acknowledges that, in carrying out the treatment of the wood, Hestus B.V. has the freedom to apply methods and techniques at its own discretion, insofar as no specific properties, functions, or wishes of the Client have been laid down in writing in the agreement or quotation. All work performed by Hestus B.V. is based on a best-efforts obligation, unless expressly agreed otherwise in writing and the desired result has been described with sufficient precision. Hestus B.V. is entitled to carry out all aspects of the treatment and any additional services, such as planing and colouring, in accordance with its own technical expertise and craftsmanship. The payment of the agreed fee is not dependent on the outcome of the treatment.
2. Hestus B.V. shall endeavour to execute the agreement within the indicated/estimated period. This period is not binding, which means that the Client must always first give Hestus B.V. [notice of default](#), allowing a reasonable and sufficient period of time before any remedy can be pursued.
3. The choice of materials to be used in the performance of the assignment shall at all times remain with Hestus B.V. Hestus B.V. is therefore free to decide, prior to and/or during the execution of the agreement, to use other materials in the performance of the agreement.
4. Hestus B.V. is free to have the assignment and/or delivery carried out by third parties. [Article 7:404](#) of the Dutch Civil Code is expressly excluded from the agreement.

5. Hestus B.V. shall handle the wood supplied by the Client with the required care. However, the risk of loss, damage, or depreciation of the wood shall at all times remain with the Client, unless there is intent or gross negligence on the part of Hestus B.V.

## **5. Obligations of the Client**

1. The Client shall enable Hestus B.V. to carry out the assignment. The Client undertakes to provide the necessary cooperation for the execution of the agreement by Hestus B.V. This includes, among other things:

- a) The timely and proper delivery of the wood at the agreed location of Hestus B.V.;
- b) The provision of complete and accurate information regarding the delivered wood, including the type of wood, treatment condition, and any special characteristics;
- c) The observance of guidelines provided by Hestus B.V. regarding delivery, storage, and any other necessary conditions for treatment;
- d) The timely notification of Hestus B.V. of any circumstances that may affect the performance of the work;
- e) The proper organisation of the workspace in connection with the work.

2. If the obligations set out in paragraph 1 are not (timely) fulfilled or are breached, the Client must inform Hestus B.V. thereof in good time. Hestus B.V. shall be entitled to charge the Client for any additional costs incurred as a result, such as storage or labour costs.

3. If the obligations set out in paragraph 1 are not (timely) fulfilled, Hestus B.V. shall not be obliged to compensate the Client for any damage resulting from delays in (the) delivery.

4. The wood supplied by the Client must be in sound condition and suitable for treatment. This includes, among other things, that:

- The wood is free from contaminants (such as paint, dirt, glue, oil, wax, or mould);
- The wood is sufficiently dry (air- or kiln-dried, unless otherwise agreed);
- The wood is in a workable condition (not warped, seriously damaged, or decayed);
- The wood belongs to a species that can be treated, as indicated in advance by Hestus B.V.;
- The wood in which glue has been used to assemble the product is water- and boilproof.

5. Hestus B.V. shall only proceed with the treatment of the wood if the conditions in paragraph 4 have been met. If the wood does not meet these conditions, Hestus B.V. shall be entitled to refuse, postpone, or suspend the treatment in whole or in part.

6. The Client is obliged to provide Hestus B.V., prior to the execution of the agreement, with all relevant and necessary information, including but not limited to: details regarding the wood species, dimensions, condition of the wood, previous treatments, and any specific wishes or instructions concerning the fire-retardant treatment, planing, and/or colouring of the wood. Hestus B.V. shall assess the information and instructions provided by the Client to the best of its knowledge and shall warn the Client if any apparent inaccuracies or unsuitability of the wood for the intended treatment are identified.

7. The Client expressly bears the risk of damage caused by:

- a) Inaccuracies in the instructions, wishes, or specifications provided by the Client regarding the work to be carried out;
- b) Defects or unsuitability of the wood or other materials supplied by the Client;
- c) The use of tools or components made available by or on behalf of the Client

8. Articles [7:408](#) and [7:764](#) of the Dutch Civil Code are excluded from the agreement.

9. The Client is fully responsible for the accuracy and suitability of any instructions, wishes, specifications, or modifications provided by or on behalf of the Client regarding the work to be

carried out or the materials to be treated. If Hestus B.V. performs work based on such information provided by or on behalf of the Client, this shall be entirely at the Client's own risk.

10. If building materials or tools made available by the Client are found to be defective, the Client shall be liable for the damage caused as a result.

5. 11. After delivery of the treated wood, the Client shall be responsible for proper storage and handling of the wood. The Client must store and handle the treated wood in a manner that does not impair the quality or effectiveness of the fire-retardant treatment. This includes, among other things, that:

- the wood is stored in a dry, ventilated location;
- Direct contact with moisture, splashing water, mud, soil, or aggressive chemicals is avoided;
- The wood is protected from prolonged exposure to rain, snow, or sunlight;
- mechanical damage to the surface (such as sanding, sawing, or staining) is avoided without prior consultation with Hestus B.V.;
- The wood is not painted over, varnished, or otherwise post-treated without prior written consent from Hestus B.V.

12. The Client is solely responsible for the correct installation of the wood. Hestus B.V. recommends that installation be carried out in accordance with the Installation Guidelines of Centrum Hout. Hestus B.V. accepts no liability for defects arising from incorrect installation.

13. After completion of the treatment by Hestus B.V. of the wood supplied by the Client, it is the Client's responsibility to inspect or have the wood inspected for suitability for its intended use and compliance with applicable (constructional or statutory) fire safety requirements prior to processing or installation. If the wood is further processed after treatment, it must again be verified whether the wood still meets the required fire classification for the specific application.

## **6. Prices and payment**

1. The offer has been established through mutual consultation. By entering into the agreement, the parties consider the prices to be reasonable and fair.

2. Unless otherwise agreed, the Client shall pay the amount due in full within 14 days of receiving the invoice, by means of bank transfer.

3. Without the express written consent of Hestus B.V., the Client is not permitted to apply set-off and/or suspension and/or withholding in respect of its payment obligations.

4. Any measures to protect the Client's wood against damage resulting from the performance of the work are not included in the contract price but may be applied upon request at an additional cost.

5. If the Client is a natural or legal person acting in the course of a profession or business, Hestus B.V. shall be entitled, in the event of exceeding the agreed payment term, to immediately charge the Client a default interest of 1% of the principal sum – including collection costs – per month, as well as an amount for extrajudicial collection costs. The latter costs amount to 15% of the amount due, with a minimum of EUR 150, excluding VAT.

6. All prices are based on the factors applicable at the time the price was quoted or the agreement was concluded, including taxes, levies, raw material, energy, fuel and material prices, import duties, transport/freight costs, and exchange rates of or against the Euro. If, after conclusion of the agreement but before delivery by Hestus B.V., one or more of these price-determining factors change (generally or as calculated by the regular/supplier of Hestus B.V.) in such a way that it results in a 10% or greater increase in the purchase price of a factor, Hestus

B.V. shall at all times be entitled to adjust the agreed price in accordance with this increase during the term of the agreement. This circumstance is expressly considered unforeseen by the parties.

## **7. Warranty and liability**

1. The Client is only entitled to warranty and/or remedy as a result of a shortcoming if this is expressly stated in the main agreement or in these general terms and conditions. After the agreement has been performed by Hestus B.V., the Client must inspect the performance and/or delivery as soon as possible, but no later than within 48 hours, to verify conformity with respect to quantity and quality. If the performance does not meet what could reasonably be expected under the agreement—taking into account the best-efforts obligation as described in article 4.1—and therefore constitutes a defect, the Client must inform Hestus B.V. thereof within 8 days after discovering the defect.
2. The Client is obliged to inspect the result of the assignment for defects as soon as possible after being notified that the assignment has been completed.
3. The work shall be deemed delivered, and thereby approved, when Hestus B.V. has notified the Client that the assignment has been completed and the Client has accepted the work. Delivery shall also be deemed to have taken place if:
  - a) Eight days have passed since the Client received notice that the work was completed and the Client has failed to accept or reject the work within that period;
  - b) The Client has put the object to which the assignment relates into use, it being understood that use of the object shall be considered acceptance, unless the Client rejects the result within five days;
  - c) Hestus B.V. has sent the invoice for the full contract price and the Client has paid it.
4. If the Client identifies a defect during delivery, or if the work shows a defect after delivery that could not reasonably have been detected during delivery and is attributable to Hestus B.V., Hestus B.V. must be given a reasonable opportunity to repair the defect or limit the resulting damage. During this period, the Client shall have no right to any remedy. The provisions of these general terms and conditions, including those relating to performance by Hestus B.V. and the obligations of the Client—as also stipulated in article 2.1—apply to this work.
5. After the day on which the work is deemed delivered, the work is at the Client's risk. No claim under warranty may be made if the defect is due to poor maintenance of the delivered work, for example excessive humidity, failure to timely address wood rot, lack of maintenance of sealant joints, or damage caused by vegetation near the work.
6. The Client forfeits the right to rely on a defect in the delivered work if it is not reported to Hestus B.V. within two months after the Client discovered or should have discovered it. From the moment of becoming aware of a defect, the Client has a duty to mitigate damage.
7. The measures referred to in paragraph 5 of article 6 shall not be interpreted as a guarantee by Hestus B.V. against damage resulting from the performance of the agreement.
8. If Hestus B.V. is nevertheless liable to the Client, such liability shall at all times be limited to the amount covered by the professional or business liability insurance taken out by Hestus B.V., but in any event (including where no insurance applies or no payment is made) limited to the invoice amount from which the damage arose, increased by 15%.
9. If the Client is insured for any risk associated with the agreement, the Client is obliged to invoke that insurance and indemnify Hestus B.V. up to the amount of any deductible.

10. The liability of Hestus B.V. shall not, except in the case of intent or deliberate recklessness, extend to consequential damages, indirect damages, immaterial damages, delay damages, property damage, loss of goodwill, or loss of revenue and/or profit, etc.
11. The Client indemnifies Hestus B.V. against all third-party claims relating to the work performed and/or goods supplied by Hestus B.V. that may have caused damage to such third parties, regardless of the cause or the time at which the damage occurred.
12. The Client indemnifies Hestus B.V. against all damage and delays—such as scheduling issues or reduction in quality—resulting from (weather) conditions.
13. the Client is obliged to verify in good time all figures, dimensions, weights, and colours of the works to be used or supplied as stated or shown in samples, drawings, images, photographs, or models provided by Hestus B.V. The Client indemnifies Hestus B.V. for any deficiencies in the execution of the assignment or the delivered work resulting from failure to meet this obligation.
14. The Client is only entitled to warranty and/or remedy as a result of a shortcoming if this is expressly stated in the main agreement or in these general terms and conditions.
15. The wood treated by Hestus B.V. with a fire-retardant process undergoes a chemical treatment. This wood is not suitable for applications involving contact with skin or mouth, and is not intended for consumption. Any use contrary to this warning is entirely at the Client's own risk. Hestus B.V. accepts no liability in this respect.
16. If the Client claims that the wood or material supplied by them was damaged by Hestus B.V., the Client must provide evidence of the condition in which the material was delivered. In the absence of such proof, Hestus B.V. shall bear no liability for damage, deviations, or defective processing.

## **8. Force majeure and premature termination of the agreement**

1. In addition to what is understood by [force majeure](#) under law and jurisprudence, force majeure shall include all external causes, whether foreseeable or not, beyond the control of Hestus B.V. This includes, among other things, strikes, traffic disruptions, unforeseen delays, power supply failures, transport difficulties, fire, loss or damage during transport, and government measures.
2. During a situation of force majeure, the obligations of Hestus B.V. are suspended. If performance remains impossible for more than one month due to force majeure, or if there are other circumstances making it disproportionately burdensome for Hestus B.V. to fulfil its obligations, Hestus B.V. is entitled to dissolve the agreement, in whole or in part, by notifying the Client and without judicial intervention, without being liable for any compensation.
3. If, at the time the force majeure arises, Hestus B.V. has already partially fulfilled its obligations, it shall be entitled to invoice the part already delivered or performed separately, or to partially credit advance payments.
4. If the Client is declared bankrupt, applies for suspension of payments, is admitted to a debt restructuring scheme, or if any lawful attachment is levied against them by a third party—unless such attachment is lifted within one month, with or without security—Hestus B.V. shall be entitled, without further notice, to suspend the work or terminate it in an incomplete state.
5. If the Client fails to fulfil any obligation and Hestus B.V. has already given notice of default allowing a reasonable period to comply, Hestus B.V. has the right to suspend the execution of the work in whole or in part.
6. Any measures that Hestus B.V. must take as a result of such suspension shall be charged as additional work. Any damage suffered by Hestus B.V. as a result of the suspension shall be compensated by the Client. If damage to the work occurs during the suspension, such damage

shall not be borne by Hestus B.V. In the event of suspension, Hestus B.V. shall be entitled to immediately invoice a proportional part of the work already performed.

7. If the suspension of the work lasts longer than one month, Hestus B.V. is entitled to terminate the work in an incomplete state. In that case, Hestus B.V. shall be entitled to charge 10% of the value of the unperformed portion of the work.

#### **9. Amendments to the general terms and conditions**

In the case of continuing agreements that expire after a certain period, Nu Vooruit reserves the right to amend or supplement these general terms and conditions. Amendments shall also apply to agreements already concluded, subject to a period of 30 days after notification of the amendment. Minor changes may be implemented at any time. If the Client does not wish to accept an amendment to these general terms and conditions, they may terminate the agreement up to the date on which the new general terms and conditions take effect, either on that date or on the date the notice of termination is received if it is after the effective date of the amendment.

#### **10. Jurisdiction, choice of law and transfer of rights**

1. Hestus B.V. is entitled to transfer its rights and obligations under this agreement to a third party. The Client may only transfer its rights and obligations to a third party with the prior written consent of Hestus B.V.

2. This agreement – and any other agreements concluded between the parties – shall be governed exclusively by Dutch law. Should a legal relationship arise between the parties in the future other than by virtue of an agreement, such legal relationship shall likewise be governed by Dutch law.

3. In the event that a dispute arises from the agreement between the parties, the court in the district where Hestus B.V. has its registered office shall have exclusive jurisdiction. In the event of a dispute concerning non-contractual obligations between the parties, the court in the district where Hestus B.V. has its registered office shall likewise have exclusive jurisdiction.

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