

General terms and conditions Hestus

Valid from October 1st, 2025

The appendices to these terms and conditions are available in the knowledge centre at www.hestus.nl.

1. Applicability

- 1.1 These general terms and conditions apply to all quotations, assignments and agreements between Hestus and its clients, unless otherwise agreed in writing.
- 1.2 Deviations from these terms and conditions are only valid if agreed in writing.

2. Activities and certification

Hestus carries out fire-retardant treatments according to a CE-certified process, in accordance with the applicable quality and process requirements.

The colour finishing of fire-retardant treated wood may only be performed by coaters approved by Hestus who hold a valid CCOP certificate (Certificate of Constancy of Performance) issued by CU Finotrol, a notified body (designated inspection body) that monitors compliance with CE requirements.

The CCOP certificate confirms that the coater concerned is authorised to apply a colour finish to fire-retardant treated wood by Hestus within a CE-controlled quality process.

Coaters apply the colour finish using paint systems from recognised paint suppliers. These paint suppliers are responsible for the product-specific performance and warranty conditions of the coating system.

If coating is carried out by a party that does not hold a valid CCOP certificate or is not approved by Hestus, all claims for warranty, repair and complaints relating to the coating or final result will lapse.

Fire-retardant treatments are carried out with Burnblock®, a patented and CE-certified process. Product warranties relating to the fire-retardant performance fall under the warranty conditions of Burnblock®.

3. Liability

- 3.1 Hestus is solely liable for shortcomings that directly result from fire-retardant work carried out by Hestus itself.
- 3.2 Hestus cannot accept any responsibility or liability for colour finishes applied by third parties or non-approved coaters.
- 3.3 The liability of Hestus is in all cases limited to a maximum of the amount paid by the client to Hestus for the assignment concerned (excluding VAT).
- 3.4 Hestus shall never be liable for indirect damage, consequential damage or loss of profit.

4. Complaints

- 4.1 Complaints regarding the execution of work or the quality of delivered material must be submitted to Hestus in writing, with justification, within 2 working days after receipt of the goods, and always before installation or further processing.
- 4.2 After this period has expired, or as soon as the delivered goods have been installed,

processed or further treated, any right to repair, replacement or compensation will lapse.

4.3 Complaints will not be handled if the storage, installation or processing instructions provided by Hestus have not been followed.

5. Payment

5.1 Unless otherwise agreed in writing, a payment term of 14 days net from the invoice date applies.

5.2 For the first delivery, payment must be made in advance.

5.3 In the event of late payment, the client shall be in default by operation of law, and Hestus shall be entitled to charge statutory commercial interest, increased by extrajudicial collection costs.

5.4 All costs incurred by Hestus to obtain payment out of court shall be fully borne by the client.

6. Warranty and exclusions

Hestus guarantees that the fire-retardant treatment is carried out in accordance with the CE-certified process and the quality guidelines of Burnblock®.

The warranty for the fire-retardant performance applies exclusively under the warranty conditions of Burnblock®.

Colour, adhesion or gloss warranties of the coating fall solely under the conditions of the paint supplier of the applied system.

Hestus and its approved coaters accept no liability for deviations resulting from the coating system itself or from processing outside the approved CE chain.

If coating work takes place outside the network approved by Hestus (without a valid CCOP certificate or prior written consent), all claims for warranty, repair or complaints will lapse, regardless of the cause.

Hestus reserves the right to request proof of the coater used, the CCOP certificate and the paint products applied before processing any complaint or notification.

6f. Chain responsibility and complaint handling

Hestus operates as a technical partner within a controlled CE chain, together with CCOP-certified coaters (under supervision of CU Finotrol) and recognised paint suppliers.

The coater guarantees the process under CE supervision; the paint supplier guarantees the product performance; Hestus guarantees the compatibility between the fire-retardant treatment, coating and processing.

If a complaint cannot be clearly attributed to one party, Hestus accepts no liability for repair costs or consequential damage.

Hestus will make every effort to support the client in communication with the involved coater or paint supplier, without this implying an acknowledgment of liability.

6g. Natural phenomena, maintenance and aesthetic variations

Fire-retardant treated wood is a natural product. Variations in moisture content, wood structure and absorption of treatment may lead to natural and visual differences.

In certain circumstances, after treatment and coating, slight efflorescence of the fire-retardant agent may occur. This is a known natural phenomenon that can be influenced by residual moisture, storage conditions, installation and ventilation. It does not affect the fire-retardant performance or the technical quality of the wood.

Any powder-like residue will normally disappear naturally through rain; under sheltered areas, rinsing with clean water may be required.

Visual effects such as discolouration, powdering or pigment deviation are considered aesthetic phenomena and do not constitute grounds for complaint or warranty.

For maintenance:

- for opaque paint systems, a new paint layer can be applied;
- for weathering systems, it is advised to allow the natural weathering process to take place.

The storage instructions of Hestus and the installation guidelines of Centrum Hout are available through the knowledge centre at www.hestus.nl. Non-compliance with these guidelines may result in deviations for which Hestus accepts no liability.

7. Additional work

Additional work refers to all activities and deliveries not explicitly included in the agreement, but carried out by Hestus at the client's request.

Additional work will be charged separately based on the rates applicable at the time of execution.

The absence of a written order does not affect Hestus' right to compensation for additional work performed.

8. Suspension and termination

Hestus is entitled to suspend or terminate the execution of the agreement if the client does not fulfil their obligations on time or in full.

Suspension or termination by Hestus does not release the client from their payment obligations for work already performed.

In the event of termination due to default by the client, Hestus is entitled to full compensation for damages, including loss of profit.

9. Force majeure

Hestus is not liable for any damage resulting from delays or shortcomings caused by circumstances beyond its control, including – but not limited to – failures by suppliers or partners.

10. Ownership and risk (contract processing)

Hestus generally performs its work on a contract basis using materials that remain the property of the client.

During treatment, storage and internal transport within the facilities of Hestus, these materials are handled and stored with the greatest possible care.

Delivery is deemed to have taken place at the moment the goods are handed over to the carrier or the client.

The risk of damage, loss, fire or other harm to materials supplied by the client rests with the client, unless there is demonstrable intent or gross negligence on the part of Hestus.

The client is responsible for adequate insurance coverage of their property during the period in which it is held by Hestus.

If Hestus supplies materials itself, ownership of the delivery remains with Hestus until full payment has been made by the client.

11. Applicable law

All agreements with Hestus are governed exclusively by Dutch law. Any disputes will be submitted to the competent court in the district where Hestus is established.

12. Amendment of terms and conditions

Hestus reserves the right to amend these terms and conditions. The amended terms and conditions shall apply from the date of publication on www.hestus.nl, unless otherwise stated.