



General terms and conditions

English

This document contains the general terms and conditions for business customers and consumers. The separate Hewa warranty conditions apply additionally to warranty, faults, maintenance, installation requirements, water quality and exclusions.

General terms and conditions

PART 0 – GENERAL PROVISIONS (B2C & B2B)

Article 1 – General

1.1 These general terms and conditions apply to all offers, transactions, agreements, deliveries and services between Hewa, part of Macon Trading Group B.V. (hereinafter: "Hewa"), and its customers, consisting of business customers and consumers.

1.2 Deviations from these general terms and conditions are only valid if they have been recorded in writing and confirmed by Hewa.

1.3 Any general terms and conditions, purchase conditions or other conditions of the customer are expressly rejected, unless they have been expressly accepted in writing by Hewa.

1.4 If any provision of these general terms and conditions is void or annulled, the remaining provisions will remain fully in force. In that case, the parties will consult to replace the relevant provision with a valid provision that approximates the purpose and scope of the original provision as closely as possible.

Article 2 – Definitions

2.1 Hewa: Hewa, part of Macon Trading Group B.V., wholesale supplier of products and services within the heating and installation sector.

2.2 Business customer: any legal entity or natural person acting in the exercise of a profession or business and purchasing products or services from Hewa.

2.3 Consumer: any natural person who purchases products or services from Hewa for personal purposes and not in the exercise of a profession or business.

2.4 Products: all products, parts, systems, installation materials, accessories, spare parts and other goods supplied by Hewa.

2.5 Services: all work, advice, support, installation services, mediation, service actions and other services performed by Hewa.

2.6 Certification requirements: requirements such as F-gases, BRL100, BRL200, STEK, product registrations, professional competence requirements or other legal, technical or manufacturer-related requirements that may apply to certain products or installations.

2.7 Internal course: a training course organized or prescribed by Hewa for installers in order to be authorized or competent to work with certain brands, products or systems, if applicable.

2.8 Warranty conditions: the separate warranty conditions of Hewa containing practical rules on manufacturer warranty, warranty requests, fault tickets, maintenance, installation requirements, water quality, inspection, transport and exclusions.

Article 3 – Identity of the entrepreneur

Name: Hewa, part of Macon Trading Group B.V.

Address: Handelsweg 18, 7461 JK Rijssen, The Netherlands

Chamber of Commerce number: 88308162

VAT number: NL864573819B01

Email: info@hewasolutions.eu

Telephone: +31 (0)85 060 8876

Article 4 – Applicability

4.1 These general terms and conditions apply to all offers, quotations, agreements, deliveries and services of Hewa, unless otherwise agreed in writing.

4.2 In the event of a conflict between these general terms and conditions and specific conditions agreed in writing, the specific conditions prevail insofar as they expressly deviate from these general terms and conditions.

4.3 By placing an order, accepting a quotation, creating an account or entering into an agreement with Hewa, the customer agrees to these general terms and conditions.

4.4 The Dutch version of these general terms and conditions is binding. Translations are provided for information purposes only.

4.5 If one or more provisions of these general terms and conditions are at any time wholly or partially void or annulled, the agreement and the remaining provisions will remain fully in force.

4.6 Situations not expressly regulated in these general terms and conditions must be assessed in the spirit of these general terms and conditions.

4.7 For warranty, warranty requests, fault tickets, manufacturer warranty, maintenance requirements, installation requirements, water quality, transport, inspection and exclusions, the separate warranty conditions of Hewa also apply in addition to these general terms and conditions. These warranty conditions form a practical supplement to these general terms and conditions and can be consulted on the Hewa website.

4.8 In the event of a conflict between these general terms and conditions and the separate warranty conditions, these general terms and conditions prevail, unless otherwise agreed in writing or mandatory consumer law provides otherwise.



4.9 For consumers, provisions in these general terms and conditions and the warranty conditions do not limit statutory consumer rights insofar as mandatory consumer law provides otherwise.

PART B – BUSINESS TERMS (B2B)

Article B1 – Offer and prices

B1.1 All offers and quotations made by Hewa are non-binding, unless stated otherwise in writing.

B1.2 Prices for business customers are excluding VAT, transport costs, administration costs, packaging costs, levies and other additional costs, unless expressly agreed otherwise.

B1.3 Offers are valid for 30 days, unless another validity period is stated in the quotation or offer. After this period, the offer automatically expires.

B1.4 Hewa reserves the right to change prices in the event of changes in market conditions, including fluctuations in raw material prices, transport costs, exchange rates, supplier prices, energy prices or government measures.

B1.5 The offer contains the most complete and accurate possible description of the offered products and/or services. Images, drawings, technical data, specifications and other information are indicative, unless expressly agreed otherwise in writing.

B1.6 Obvious mistakes, typing errors, input errors, programming errors or clear errors in prices, product information or specifications do not bind Hewa.

Article B2 – Agreement, cancellation and custom work

B2.1 An agreement is concluded as soon as Hewa has sent a written order confirmation, confirmed the order or started performing the agreement.

B2.2 In the event of cancellation by the business customer after the agreement has been concluded, Hewa is entitled to charge cancellation costs of 25% of the total order value. For specially ordered products, custom-made products, project orders or products that are not kept in standard stock, 100% of the invoice value applies.

B2.3 Cancellations must be submitted in writing and only take effect after written confirmation by Hewa.

B2.4 If changes to an order result in delay, additional work, different products, adjusted planning or additional costs, Hewa is entitled to charge these to the business customer.

B2.5 For custom work, specially ordered products or project-based deliveries, Hewa may require an advance payment. Unless otherwise agreed, the advance payment is 30% of the order value and the remaining amount must be paid before delivery.

Article B3 – Payment, creditworthiness and interest in case of late payment

B3.1 New business customers must pay the first order fully in advance. After internal assessment and approval, Hewa may grant a payment term. Unless otherwise agreed in writing, a payment term of 14 days after the invoice date applies.

B3.2 If payment is not made on time, the business customer is automatically in default without any further notice of default being required. From that moment, Hewa is entitled to charge interest of 8% per month on the outstanding amount, unless mandatory law provides otherwise.

B3.3 Hewa reserves the right to conduct a creditworthiness check before accepting an order, granting a payment term or carrying out further deliveries.

B3.4 All judicial and extrajudicial costs incurred by Hewa to obtain payment are for the account of the business customer. After a reminder, the claim may be transferred to a collection agency or authorized representative, with additional costs, interest and collection costs being charged to the business customer.

B3.5 Hewa is entitled to suspend deliveries, services, support or further performance of agreements as long as outstanding invoices have not been paid in full.

B3.6 All delivered goods remain the property of Hewa until full payment, including interest, costs and any damages, has been made.

Article B4 – Delivery, transport and risk

B4.1 Delivery takes place at the agreed address or pickup point and, as far as possible, at the agreed time.

B4.2 All delivery times are indicative and are not considered final deadlines, unless expressly agreed otherwise in writing. Exceeding a delivery time does not entitle the business customer to compensation or termination, unless otherwise agreed in writing or mandatory law provides otherwise.

B4.3 The risk of damage, loss or depreciation passes to the business customer at the moment of delivery, handover to the customer, handover to a third party designated by the customer or handover to the carrier if transport is at the customer's expense or risk.

B4.4 The business customer is obliged to check the shipment for visible damage, quantities and missing parts before signing or confirming receipt.

B4.5 Visible damage, deviations or missing parts should preferably be noted immediately upon delivery on the consignment note or delivery note and must be reported to Hewa in writing and with photos no later than within 24 hours.

B4.6 Once the business customer or someone on behalf of the business customer has signed for receipt in good condition, the shipment is deemed to have been received in good condition, subject to proof to the contrary.

Article B5 – Right of withdrawal and return conditions

B5.1 Business customers do not have a statutory right of withdrawal, unless otherwise agreed in writing.

B5.2 Returns by business customers are only permitted after prior written consent from Hewa.

B5.3 Products can only be accepted for return if they are unused, undamaged, complete and in original packaging, unless otherwise agreed in writing.

B5.4 Return costs, transport costs, inspection costs, depreciation and any administrative costs may be charged to the business customer.

B5.5 Specially ordered products, custom-made products, project orders, used products, damaged products, products without original packaging or products that cannot be resold may be refused or only accepted with depreciation.

Article B6 – Conformity, manufacturer warranty and complaints

B6.1 Hewa warrants that the delivered products comply with the agreement and the usual requirements of soundness at delivery, insofar as these may be expected with normal and correct use, proper installation and application in accordance with the technical documentation.

B6.2 Business customers must report complaints about visible defects, missing parts or deviations to Hewa in writing and with a full description within 5 working days after delivery. In the absence of timely notification, the right to complain may lapse, insofar as legally permitted.

B6.3 For business customers, only the manufacturer warranty provided by the manufacturer of the relevant product applies. Hewa does not provide any additional warranty, unless this has been expressly agreed in writing.

B6.4 The warranty period starts on the invoice date, unless the manufacturer prescribes another starting point in writing, such as product registration, delivery date or commissioning.

B6.5 The content, duration, conditions and assessment of manufacturer warranty are determined by the manufacturer. Hewa supports the warranty request and, where possible, arranges the practical handling, but depends on the assessment and conditions of the manufacturer or supplier.

B6.6 A possible fault or warranty claim must be submitted by the business customer through the customer portal by means of a fault ticket. Based on this, Hewa first assesses whether there appears to be a product defect, installation issue, maintenance issue, incorrect use, system contamination or another external cause.

B6.7 In the event of a defect within the applicable manufacturer warranty, Hewa may, depending on the assessment, supply parts, arrange repair, replace the product or provide another suitable solution in accordance with the manufacturer conditions.

B6.8 Warranty only applies if the product has been correctly installed, connected, used and maintained in accordance with the manual, technical documentation, applicable standards, certification requirements and manufacturer instructions.

B6.9 Warranty is excluded for damage or defects caused wholly or partly by incorrect installation, installation by an unauthorized or non-certified party where certification is required, incorrect use, insufficient maintenance, non-demonstrable maintenance, modifications without permission, normal wear and tear, external influences, frost damage, overvoltage, contaminated system water, limescale, corrosion, magnetite, sludge, incorrect pH value, incorrect conductivity, incorrect water treatment, missing filters or safety devices, or application outside the technical specifications.

B6.10 Carry-in is the starting point. The customer is responsible for offering or returning the product for inspection, unless Hewa determines otherwise in writing. If a warranty claim is justified, Hewa may arrange free transport to and from its warehouse and have repairs carried out at Hewa's location. On-site service at the customer's location is not included as standard and only takes place after assessment and written agreement.

B6.11 If inspection shows that the complaint or fault is not covered by warranty, Hewa is entitled to charge inspection costs, transport costs, return costs, repair costs, parts costs and other incurred costs to the customer. Repair outside warranty takes place after approval by the customer, unless agreed otherwise in writing.

B6.12 Third-party labour costs, call-out costs, disassembly and installation costs, downtime, business damage, consequential damage, rental of replacement equipment and other indirect costs are not covered by manufacturer warranty, unless otherwise agreed in writing or confirmed in writing by the manufacturer.

B6.13 The separate warranty conditions of Hewa apply additionally to every warranty request and form part of the assessment.

Article B7 – Certification requirements, product registration and internal courses

B7.1 For certain products, such as air conditioning systems, heat pumps, refrigeration products or other technical systems, certification requirements may apply, including F-gases, BRL100, BRL200, STEK or other legal or manufacturer-related requirements.

B7.2 Installers may be required to follow an internal course, product training or manufacturer-prescribed training. Failure to follow or demonstrably complete a mandatory course may result in support or warranty being wholly or partly excluded.

B7.3 If certification, professional competence, product registration, commissioning or an internal course is required for a product according to the manufacturer, legislation or Hewa, failure to comply with this requirement may result in limitation or exclusion of support and/or warranty.

B7.4 The business customer is responsible for being able to demonstrate that the applicable certification, installation, registration and maintenance requirements have been met.

Article B8 – Retention of title

B8.1 All delivered products remain the property of Hewa until full payment, including interest, costs and any damages, has been made.

B8.2 The business customer is obliged to handle, insure and maintain products subject to retention of title with due care.

B8.3 As long as ownership has not transferred, the business customer may not pledge, encumber, resell outside the normal course of business or transfer the products to third parties without written permission from Hewa.

Article B9 – Installation and assembly

B9.1 Installation and assembly are only part of the agreement if this has been expressly agreed in writing.

B9.2 The client is responsible for correct structural provisions, accessibility, connection options, technical circumstances and a suitable installation environment.

B9.3 Hewa is not liable for damage caused by installation, assembly, commissioning or use contrary to instructions, manuals, technical documentation, standards or manufacturer instructions.

B9.4 If products are installed by the customer or third parties, the customer is responsible for correct assembly, connection, commissioning, safety devices, water quality, system cleaning, maintenance and compliance with all manuals, technical documentation, standards and manufacturer instructions.

B9.5 Damage, faults or reduced performance resulting from incorrect installation, incorrect system integration, insufficient maintenance, contaminated system water, incorrect water quality, missing safety devices or application outside specifications are not covered by warranty or liability of Hewa.

Article B10 – Liability, product liability and indemnification

B10.1 Hewa is only liable for direct damage that is the direct result of intent or gross negligence by Hewa.

B10.2 Any liability for indirect damage, consequential damage, loss of profit, business damage, downtime, missed savings, reputational damage, delay damage or third-party damage is excluded, insofar as legally permitted.

B10.3 Hewa supplies products as manufactured by the manufacturer and is only responsible towards business customers for manufacturer warranties insofar as these are provided by the manufacturer.

B10.4 The business customer indemnifies Hewa against claims from third parties, including end customers, clients or users, unless there is intent or gross negligence by Hewa.

B10.5 Hewa's liability is in all cases limited to the invoice amount of the relevant product or service to which the liability relates, unless mandatory law provides otherwise.

Article B11 – Termination of the agreement

B11.1 In the event of default, payment arrears, bankruptcy, suspension of payment, seizure, business termination or liquidation of the business customer, Hewa may terminate the agreement in whole or in part with immediate effect and reclaim delivered goods.

B11.2 The cancellation and compensation arrangements referred to in Article B2 remain applicable.

B11.3 Termination does not affect Hewa's right to payment, compensation, interest and costs.

Article B12 – Force majeure

B12.1 Hewa is not liable for delays or shortcomings resulting from force majeure.

B12.2 Force majeure includes, among other things: natural disasters, war, fire, government measures, strikes, pandemic, transport problems, supplier problems, technical failures, raw material shortages, energy problems, cyberattacks, internet failures and other circumstances over which Hewa reasonably has no influence.

B12.3 In the event of force majeure, Hewa is entitled to suspend performance of the agreement or to dissolve the agreement in whole or in part without being liable for compensation.

Article B13 – Intellectual property rights

B13.1 All designs, drawings, calculations, information, documentation, manuals, diagrams, software, texts, images and other materials remain the property of Hewa, its suppliers or licensors.

B13.2 Without prior written permission from Hewa, these materials may not be copied, distributed, published, modified or used for purposes other than those for which they were provided.

Article B14 – Dispute resolution

B14.1 The parties will first attempt to resolve disputes through mutual consultation and, if desired, mediation.

B14.2 If this does not lead to a solution, disputes will be submitted to the competent court in the district where Hewa is established.

B14.3 Dutch law applies to all agreements with business customers.

PART C – CONSUMER TERMS (B2C)

Article C1 – Offer and prices

- C1.1 The offer contains the most complete and accurate possible description of the offered products and/or services.
- C1.2 Prices for consumers include VAT and any other mandatory costs, unless stated otherwise.
- C1.3 Obvious errors, mistakes, input errors or programming errors in the offer do not bind Hewa.
- C1.4 Images, specifications and technical data are displayed as accurately as possible, but may differ if this does not materially affect the nature or operation of the product.

Article C2 – Agreement and custom work

- C2.1 The agreement is concluded when the consumer accepts the offer, places an order or gives an instruction and Hewa confirms this order or instruction.
- C2.2 After conclusion, the consumer receives written or electronic confirmation.
- C2.3 For custom work, specially ordered products or products delivered according to the consumer's specifications, Hewa may require an advance payment. Unless otherwise agreed, this advance payment may amount to a maximum of 50% of the order value.

Article C3 – Right of withdrawal

- C3.1 For online purchases, the consumer has a cooling-off period of 14 days after receipt of the product, unless a statutory exception applies.
- C3.2 During the cooling-off period, the consumer must handle the product and packaging with care. The consumer may only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product.
- C3.3 If the consumer does more than necessary to determine the nature, characteristics and functioning of the product, Hewa may charge depreciation.

Article C4 – Costs in case of withdrawal

- C4.1 When exercising the right of withdrawal, the return costs are for the account of the consumer, unless otherwise agreed in writing.
- C4.2 Hewa refunds the amount due within the statutory period after receiving the withdrawal request, but Hewa may wait with the refund until the product has been received or until the consumer has demonstrated that the product has been returned.
- C4.3 Refunds are made using the same payment method used by the consumer, unless otherwise agreed.

Article C5 – Exclusion of the right of withdrawal

- C5.1 The right of withdrawal is excluded for products made to the consumer's specifications, specially ordered for the consumer outside the standard range, clearly personal in nature, with limited shelf life, not suitable for return for hygienic reasons and whose seal has been broken, or for which another statutory exception applies.
- C5.2 If a product is excluded from withdrawal, this will be communicated to the consumer in advance where possible.

Article C6 – Payment

- C6.1 The consumer is obliged to immediately report inaccuracies in payment details provided to Hewa.
- C6.2 In the event of late payment, Hewa may charge statutory interest and reasonable collection costs, insofar as legally permitted.
- C6.3 After reminder and notice of default, the claim may be transferred to a collection agency or authorized representative. The associated costs may be charged to the consumer insofar as legally permitted.
- C6.4 All delivered goods remain the property of Hewa until full payment has been made.

Article C7 – Delivery, transport and risk

- C7.1 Delivery takes place at the address provided by the consumer, unless otherwise agreed.
- C7.2 The risk of damage or loss passes to the consumer upon actual delivery to the consumer or a third party designated by the consumer, other than the carrier.
- C7.3 The consumer is advised to check the shipment upon receipt for visible damage, missing parts and deviations.
- C7.4 Any damage or missing parts must be reported to Hewa as soon as possible and preferably within 24 hours, in writing and with photos. This period does not affect the statutory rights of the consumer.

Article C8 – Conformity, statutory warranty and manufacturer warranty

- C8.1 Hewa warrants that delivered products comply with the agreement and the statutory requirements of conformity. This means that a product, under normal use, must meet what the consumer may reasonably expect, taking into account, among other things, the nature of the product, price, statements made, normal lifespan, installation and usage circumstances.
- C8.2 Any manufacturer warranty or commercial warranty does not affect the statutory rights of the consumer. Manufacturer warranty is an additional warranty and does not limit the statutory rights of the consumer.
- C8.3 For manufacturer warranty, the period, conditions and assessment as determined by the manufacturer apply. Manufacturer warranty starts on the invoice date, unless the manufacturer prescribes another starting point in writing.

C8.4 In the event of a defect, the consumer must report the complaint to Hewa within a reasonable period, fully and clearly described. A report may be submitted through the customer portal, by email or in another manner indicated by Hewa.

C8.5 Hewa first assesses whether there appears to be a product defect, installation issue, maintenance issue, incorrect use, system contamination or another cause. Hewa may request invoice details, serial number, photos, error codes, installation photos, maintenance proof and other relevant information.

C8.6 If there is a defect for which Hewa is responsible under statutory conformity or applicable manufacturer warranty, Hewa will provide a suitable solution, such as repair, replacement, supply of parts or another reasonable solution.

C8.7 Carry-in is the starting point for inspection and repair, unless this is not reasonable in the specific case or otherwise agreed in writing. In the event of a justified warranty or conformity claim, necessary costs that must be borne by Hewa under mandatory consumer law will not be charged to the consumer.

C8.8 The separate warranty conditions of Hewa apply additionally, insofar as they do not limit the statutory rights of consumers.

C8.9 Hewa is not responsible for the suitability of a product for a specific application if that application has not been confirmed in writing by Hewa or if the product is used outside the technical specifications, manual or manufacturer instructions.

Article C9 – Exclusions and limitations regarding warranty

C9.1 No claim to manufacturer warranty or free remedy exists insofar as the defect, damage or fault was caused by incorrect use, incorrect installation, installation by an unauthorized or non-certified party where certification is required, insufficient maintenance, non-demonstrable maintenance, use contrary to the manual or technical documentation, normal wear and tear, external influences or modifications/repairs without permission.

C9.2 There is also no warranty claim insofar as damage or fault was caused by contaminated system water, magnetite, sludge, limescale formation, corrosion, incorrect pH value, incorrect conductivity, incorrect water treatment, incorrect use of glycol or inhibitors, missing dirt separators, magnetic filters, safety devices, air vents or other prescribed installation components.

C9.3 For products with specific installation, maintenance or safety requirements, such as heat pumps, air conditioning systems, boilers, domestic hot water boilers, pellet boilers and solar boiler systems, the consumer must comply with or have these instructions complied with. Examples include correct safety devices, suitable inlet combination, inspection and replacement of magnesium anodes, water quality, system cleaning and maintenance according to manufacturer instructions.

C9.4 If the defect is the result of installation by a third party, liability for the installation work lies with the relevant installer. Hewa may support the consumer in the assessment or referral, but is not liable for errors by third parties.

C9.5 These exclusions do not affect the statutory rights of the consumer. If mandatory consumer law provides that Hewa is responsible for repair, replacement or another solution, those rights remain applicable.

Article C10 – Installation service

C10.1 Installation may be carried out by Hewa or an authorized third party if this has been expressly agreed.

C10.2 When carried out by a third party, Hewa acts solely as an intermediary, unless otherwise agreed in writing.

C10.3 Complaints or liability relating to installation by a third party must be reported directly to the relevant installer. Hewa may support referral, but is not responsible for errors by third parties.

C10.4 The customer is responsible for proper preparation of the location, including accessibility, structural provisions, connections, permits, third-party approvals and other necessary circumstances.

C10.5 Delay, additional work or extra costs due to insufficient preparation or unforeseen circumstances are for the account of the customer, insofar as this is reasonable and legally permitted.

C10.6 Unforeseen circumstances will be reported in advance where possible. Additional costs will only be carried out after customer approval, unless immediate action is necessary to prevent damage or unsafe situations.

C10.7 Permits, notifications, homeowners' association approvals, landlord approvals or other required approvals are the responsibility of the customer, unless otherwise agreed in writing.

C10.8 Warranty on installation work only applies if the installation was carried out by Hewa or by an authorized third party engaged by Hewa and insofar as this applies in writing or by law.

C10.9 If installation is not carried out by Hewa or by an authorized third party engaged by Hewa, the customer is responsible for correct installation, connection, commissioning, safety devices, maintenance and compliance with the manual, technical documentation and manufacturer instructions.

C10.10 Product warranty may be limited or rejected if a defect is caused by incorrect installation, incorrect system integration, incorrect water quality, contamination, missing safety devices, insufficient maintenance or application outside the technical specifications.

C10.11 Indirect damage is excluded insofar as legally permitted. Maximum liability for installation services is limited to the amount paid for the relevant installation service, unless mandatory law provides otherwise.

Article C11 – Complaints and disputes

C11.1 Complaints must be submitted to Hewa in writing, fully and clearly described, within a reasonable period.

C11.2 Hewa handles complaints as soon as possible and aims to respond substantively within 30 days of receipt. If a complaint requires more time, Hewa will inform the consumer accordingly.

C11.3 Disputes will first be resolved through mutual consultation.

C11.4 If the parties do not reach a solution, the dispute may be submitted to the competent court or, if applicable, a competent disputes body.



C11.5 Dutch law applies to agreements with consumers, while preserving mandatory consumer rights that may apply under international law.

Additional warranty conditions

For the practical handling of faults, warranty requests, manufacturer warranty, maintenance requirements, installation requirements, water quality, transport, inspection and exclusions, Hewa refers to its separate warranty conditions. These warranty conditions are additional to these general terms and conditions and are available on the Hewa website.

For consumers, the separate warranty conditions do not limit statutory rights relating to conformity.

Hewa, part of Macon Trading Group B.V. – Rijssen – Last updated: 15-05-2026