

TERMS AND CONDITIONS OF SALE

All goods, merchandise and services (hereinafter referred to as the "Goods") supplied by Hilti (Hong Kong) Limited (hereinafter referred to as "Hilti") to any person, firm or company placing an order with Hilti for the purchase of any Goods (hereinafter referred to as the "Buyer") under any sale contract or purchase order (hereinafter referred to as the "Contract") are subject to the complete set of these Terms and Conditions of Sale (hereinafter referred to as "these Conditions"). These Conditions shall override any contrary different or additional terms or conditions (if any) contained on or referred to any order form or to the documents or correspondence from the Buyer; and no addition, alteration or substitution of these Conditions will bind Hilti or form part of the Contract unless they are expressly accepted in writing by a person authorized to sign on Hilti's behalf.

Delivery Options		Order Received*		Goods Arrival*
		Monday to Friday	Saturday	Monday to Saturday
Standard Next Day	Hong Kong	Before 5:00 pm	Before 12:00 noon	Next working day before 6:00 pm
	Macau	Before 12:00 noon	#	
	Macau (Friday after 12:00 noon)			Monday before 6:00 pm
Express Same Day	Hong Kong	8:30 am – 12:00 noon	Not available	Same day before 6:00 pm

*Except Public Holidays

#Order received on Saturday will be delivered on next Tuesday.

For urgent delivery service, please call our customer hotline 8228-8118 for details.

Delivery service is not provided for the following areas.

- (1) Outlying Islands
- (2) Restricted areas, such as Lo Wu (Frontier Closed Area)

All times or dates given for delivery of the Goods are given in good faith but without any responsibility on the part of Hilti. Time of delivery shall not be the essence of any Contract nor shall Hilti be under any liability for any delay beyond Hilti's control.

Hilti shall have the right to make delivery by installments of such quantities of the Goods and at such intervals as it may decide. Any defect in any installment shall not be a ground for cancellation of the remainder of the installments and the Buyer shall be bound to accept further deliveries thereof.

FREIGHT: Delivery service is offered to Hong Kong and Macau. Same day and/or urgent deliveries and /or special handling requirements will be subject to Hilti's prior written consent. Hilti must be notified of any order cancellation (inventory items only) one day before the cut-off time from the scheduled delivery date; or handling charge of 15% of the total value of the order (minimum \$200) will be applied.

RETURN POLICY: Hilti must be notified of all returns within 60days from delivery. Goods must be in saleable condition to qualify for return. Saleable condition is defined as those unused items in original packaging, defect-free and in unbroken quantities. All returns are subject to Hilti inspection and acceptance whose decision is final. Material returns are subject to a handling charge of 15% of the total value of the order (minimum \$200). Request for returns after 60 days of delivery will not be accepted. Proof of purchase is required for all returned materials. Specials items, items with limited shelf life and discontinue items are not eligible for return credit.

REPAIRS: Hilti agrees to repair newly purchased Hilti tools at NO COSTS (parts, labour and delivery costs inclusive) whatsoever for up to 2 years from time of purchase* (the invoice date). After expiry of the aforesaid NO COSTS period, Hilti agrees to provide repair of the Goods at with a REPAIR COST LIMIT; i.e. Buyer is required to pay a maximum of 30% of the corresponding new tool's list price. The maximum repair cost (parts and labour cost inclusive) is set at a level no higher than 40% of the corresponding new tool's list price.

Quotations of the REPAIR COST LIMIT are only sent on request. The typical repair service lead time is three to four days from receiving of the tool or acceptance of Hilti's quotation, whichever is later, subject to changes with prior notice.

Hilti offers a 3-month warranty (parts, labour and delivery costs inclusive) for repairs carried out under this clause (Excluding battery and charger).

Hilti reserves the right to take possession and dispose of at its own discretion should any Goods remain in Hilti's possession for more than 4 weeks after services rendered date.

*For most Hilti tools you enjoy a NO COSTS period of 2 years, some tools might follow different structure.

PRICE: Unless otherwise agreed, Hilti's price list may be subject to variation after taking into account of variations in wages, materials or other costs since the date of Hilti's quotation (or if no quotation is issued) the Buyer's order. Hilti accordingly reserves the right to adjust the invoice price after the price is quoted and the invoice so adjusted shall be payable as if it were the original Contract price.

All prices are exclusive of Goods and Services Tax, taxes and all other applicable duties. The Buyer shall be liable for all and any local taxes or changes as appropriate.

Hilti has the right to invoice the Buyer for the costs of any packaging of the Goods or any additional costs resulting from any alteration made by the Buyer on or at the time of delivery or upon notification by Hilti that the Goods are awaiting collection.

INSURANCE: The cost of insurance for delivery of the Goods to the Buyer's premises in Hong Kong or Macau shall be in accordance with the charges laid out in Hilti's current price list.

In all other cases the price of the Goods shall be exclusive of insurance for delivery to the Buyer's premises.

ADDITIONAL COSTS: The Buyer agrees to pay for any loss or extra costs above the quoted price for the Goods which are directly or indirectly incurred by Hilti through the Buyer's instructions or lack of instruction or through failure or delay in taking delivery or through any act or default on the part of the Buyer, its servants or agents.

TERMS OF PAYMENT: Unless otherwise agreed, all payments due under any Contract must be made by the Buyer within 30 days from date of Invoice. The Buyer shall not be entitled to exercise set off, lien or any other similar right or claim.

If the Goods are delivered in installments, the Company shall be entitled to Invoice each installment as and when delivery thereof has been made and payment shall be due in accordance with above clause in respect of each invoice.

Any failure by the Buyer to pay any due installment or to give delivery instructions in respect of any Goods shall cause the whole of the price for Goods already manufactured at the time of such default, to become due forthwith without any invoice.

Prompt payment shall be a condition precedent to future deliveries of the Goods due under any Contract.

Goods sold on credit are subject to prior approval of Hilti's Credit Department.

PASSING OF TITLE AND RISK: From the date of delivery to the Buyer the Goods shall be at the risk of the Buyer who shall be solely responsible for their custody and maintenance, but unless otherwise expressly agreed in writing the Goods shall remain the property of Hilti until all payments due to Hilti from the Buyer under the Contract or any other contract have been made in full unconditionally and credited to Hilti's account.

In the event of any resale of Goods by the Buyer the beneficial entitlement of Hilti shall attach to the proceeds of the sale or other disposition thereof, so that such proceeds or any claim thereof shall be assigned to Hilti.

In the event of failure to pay the price of the Goods in accordance with the Contract, Hilti shall have the power to re-sell the Goods, such power being additional to (and not in substitution for) any other power of sale arising by operation of law or implication or otherwise and for such purpose Hilti and its servants and agents may forthwith enter upon any premises or land occupied or owned by the Buyer to remove the Goods.

Pending payment of the full purchase price of the Goods, the Buyer shall at all times keep the Goods comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business for which the Goods are for the time being used in an amount at least equal to the balance of the price for the same time to time remaining outstanding.

INTELLECTUAL PROPERTY RIGHTS: The Buyer undertakes not to, whether by himself, his proprietor/partners, servants or any of them or otherwise howsoever, order, export, import, offer for sale or supply, sell, supply, distribute or otherwise deal with the Goods or any other goods under the brand names(s) or trade mark(s) owned or used by Hilti or Hilti's supplier which are not supplied by or through Hilti or which are imported through parallel trade or which are faked products. The Buyer shall fully co-operate with Hilti with a view to stopping any infringement of any intellectual property rights of Hilti in the Goods. In case of breach of the aforesaid term, Hilti shall be entitled to institute legal proceedings against the Buyer for all losses and damages suffered as a result thereof on full indemnity basis.

WARRANTIES:

Except as provided for in these Conditions, any warranties, (whether express or implied by statute or common law or howsoever) including without limitation those of satisfactory quality or of fitness for a particular purpose (even if that purpose is made known expressly or by implication of the Company) are hereby excluded.

All Goods are sold with the benefit of and subject to the conditions of the warranty supplied with them, which is available for inspection on request. The warranty is limited to the warranty period stated in the literature that accompanies the Goods sold unless otherwise specified. Hilti must be notified in writing of all claims of defect within 3 months' of delivery of the Goods, absence of such written claim during this period shall constitute a waiver of all claims with regard to such Goods.

Nothing herein or in any warranty given by Hilti shall impose any liability upon Hilti in respect of any defect in the Goods arising out of the acts, omissions, negligence or default of the Buyer, its servants and agents including without limitation to any failure by the Buyer to comply with any recommendations of Hilti as to storage and handling or use or servicing of the Goods, use of the Goods with other goods or other misuse of the Goods or accident or fair wear and tear of the Goods

Hilti shall not be liable for any damage, loss, costs or expenses of any type whatsoever and however arising from or in any way connected to or with the installation of the Goods by the Buyer or any of its employees, agents or contractors. The Buyer hereby indemnifies Hilti against all actions, costs, charges, losses, damages and expenses installation of the Goods.

LIABILITY:

Save as personal injury or death caused to the user of the Goods by gross negligence or willful fraud of Hilti, the aggregate liability of Hilti (whether in contract, tort, negligence or breach of statutory duty or otherwise) to the Buyer for any loss or damage shall be limited to refund of purchase price or, at the Hilti's option, replacement or repair of the Goods.

Save as provided in the immediate preceding paragraph, Hilti shall not be liable to the Buyer in contract, tort, negligence or otherwise howsoever arising for any claim, damage, loss or costs in respect of:

a) Any losses special to the Buyer, any direct or consequential loss of profits, any direct or consequential loss of turnover and/or any direct or consequential loss of revenue; and

b) any indirect or consequential loss or damage howsoever caused including without limitation any losses special to the Buyer, any loss of profits, loss of turnover, loss of revenue, loss of business and/or loss of data for the avoidance of doubt, the sub-clauses in this Clause are intended and agreed by the Buyer to be severable.

The Buyer shall be liable for and shall indemnify Hilti against any and all expenses, loss, liability or proceedings suffered by a third party arising as a result of or in connection with any act, omission, negligence, and/or breach of the terms of the Contract of otherwise through the default of the Buyer.

The Company makes no representation or warranty that the use of the Goods does not infringe the rights of any third and the Company accepts no liability in this respect.

In the event that:

**DEFAULT OR
INSOLVENCY OF
BUYER**

a) the Buyer shall be in breach of any of its obligations under the Contract;

b) any distress or execution shall be levied on the Buyer's property or assets; or

c) if the Buyer (an individual or partnership) shall make or offer to make to make any voluntary arrangement or composition with its creditors or become bankruptcy petition be presented against him;

d) (if the Buyer is a company) has an administrative receiver or administrator appointed or makes a voluntary arrangement with its creditors or commences to be wound up; or

e) otherwise if the Buyer fails to pay its debts as and when they fall due;

Hilti may at its discretion and without prejudice to any other right or claim by notice in writing forthwith determine wholly or in part any and all of the other contracts between Hilti and the Buyer or may (without prejudice to Hilti's rights subsequently to determine the Contract for the same cause should it so decide) by notice in writing suspend further delivery of the Goods.

FORCE MAJEURE: Hilti shall be entitled to delay or cancel delivery or to reduce the amount of the Goods delivered if it is prevented from, hindered or delayed in manufacturing, obtaining or delivering the Goods by normal route or means of delivery through any circumstances beyond its control including, but not limited to, strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal source of supply.

WAIVER: The waiver by Hilti of any right or the failure by Hilti to exercise any right or to insist on the strict performance of any provision of the Contract shall not operate as a waiver of, or preclude any further exercise or enforcement of any other right or provision of the Contract.

SEVERABILITY: Each provision of the Contract is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If in any particular case any of these conditions shall be held to be invalid or shall not apply to the Contract, the other conditions shall continue in full force and effect.

ASSUGNMENT: The Buyer may not assign, sub-contract or in any way dispose of its rights or obligations under the Contract without the prior written consent of Hilti.

NOTICES: Any notice required to be served under this Contract shall be served on Hilti at its registered offices in Hong Kong or such other address as the company may from time to time notify to the Buyer and on the Buyer at the address notified to Hilti in its registration application by first class post, registered air mail or by email or facsimile. The Buyer is responsible for notifying Hilti in writing of any change of address, email address or fax number from those u the Buyer's registration application.

AUTHORIZATION: Hilti sales Representatives are not authorized to modify these Conditions, warrant specific applications, or execute customer documents.

GOVERNING LAW: This contract shall be construed and take effect in all respects according to the laws of the Hong Kong special Administration Region of the People's Republic of China. Any and all disputes arising directly and indirectly from such transactions shall be resolved in the courts of the Hong Kong Special Administration Region of the People's Republic of China.

NOTES: HILTI RESERVES THE RIGHT TO CHANGE THESE CONDITIONS. SHOULD YOU HAVE ANY QUERIES ABOUT THE ABOCE TERMS AND CONDITONS, PLEASE CONTACT HILTI CUSTOMER HOTLINE AT 8228-8118 FOR ASSUSTANCE.

TERMS AND CONDITIONS OF REPAIR

NO COST WEAR AND TEAR WARRANTY

Hilti agrees to repair purchased Hilti tools at NO-COST (parts, labour and freight costs inclusive) for up to 2 years* from time of purchase (the invoice date) or replace the non-repairable tools in case repair not done.

*Heavy diamond tools with operating hour counter (DD 350 and DD 500): No Costs for 2 year or 200 hours (whatever is reached first). AG125 & ST 1800 corded screw drivers, PD 5 laser range meter, wire saw, & TE 500-X breakers: No Cost for 1 year. AG 180-D angle grinder: No costs for 1 year or 2 times of repair (whatever is reached first) and exclusion from REPAIR COST LIMIT. 12V screwdriver series provides no costs for 1 time repair within the first year, AG 100-S, AG 100-D, NiCd / NiMH batteries, accessories, filters, pistons and buffers of power-actuated fastening tools and calibration service of measuring systems are excluded from Hilti Lifetime Service.

Accessories including but not limited to piston, buffers and spring clips for powder actuated tools, pull cord assemblies, detachable power supply cords, and filters for vacuums are not covered in any warranty. Customers who wants these accessories to be replaced must notify during order entry and the replacement costs of these items shall be at customer's expense. If the tools are discovered to have missing spare parts during repair, they will be replaced but will be charged even during no cost period.

Any damages due to abuse, or use not in accordance with the tool operating manual, including but not limited to water damage and damage by dropping, or use of third party spares or attempt to self-repair are not included in no cost warranty coverage.

NON-REPARABLE ITEMS

Battery, charger, 12V series tool, SFL cordless lamp, and measuring products (PD-5, PD-E, PD-E) are non-reparable items. Hilti will provide replacement of these tools if the tool is not damaged due to abuse, or use not in accordance with the tool operating manual, including but not limited to water damage and damage by dropping, or use of third party spares or attempt to self-repair during the no cost warranty period. After the no cost warranty period, Hilti will provide customers with a trade-in offer instead of repair services.

REPAIR COST LIMIT

After expiry of the aforesaid NO COST warranty, Hilti agrees to provide repair of tools with a REPAIR COST LIMIT (parts and labour cost inclusive). Please see the repair cost limit file on Hilti Website for the latest list of tools and their respective repair cost limit value. Hilti reserves the rights to change the repair cost limit without any prior notice. Latest repair cost limit values are always displayed on the Hilti Website* (Put address). Repair cost limit values do not include charges for outbound freight.

REPAIR WARRANTY

Any repair arising within 3 calendar months after a charged repair is covered for free. Parts, labour and freight costs will not be charged within the repair warranty period. 3 months starts from the time of dispatch of a charged repair from our service centre and deemed to end if no repair order is received within 3 months for the same tool. Any exclusions under the no cost wear and tear warranty shall apply to the repair warranty. Repair warranty is not applicable in case of partial repair at customer's request.

MANUFACTURER'S WARRANTY

All tools are sold with the benefit of and subject to the conditions of the warranty supplied with them, which is available for inspection upon request. The manufacturer's warranty covers any defect arising out of defective materials or manufacturing faults, excluding but not limited to wear and tear, misuse and force majeure.

REPAIR ORDER NOTIFICATION

All tool repair requests shall be arranged through Hilti customer service, Hilti Store or Hilti Website. Upon repair order booking, customer name, company name, contact phone number, serial number of tool, pick-up and delivery address will be requested

TOOL PICK UP

Customer shall send only tools and accessories necessary for repair and maintenance as described in the repair order notification. Hilti will not bear any responsibility for additional items sent beyond what is listed on the repair order notification. The presence of customer at pick up location is required for verification and signature on delivery note as a proof of pick up. Delivery driver will notify the contact person provided during order entry in advance for pick up and wait for up to 15 minutes after arrival.

REPLACEMENT OF PARTS

Only genuine parts will be used during repair. Any spare parts replaced will not be sent back. If the tools are discovered to have missing spare parts during repair, they will be replaced but will be charged even during no cost period. Customers who wants accessories e.g. chuck, dust cap, depth gauge, side handle, to be replaced must notify Hilti during order entry and the replacement costs of these items shall be at customer's expense.

QUOTATION HANDLING

Quotations are sent upon request and only to person registered for receiving quotation during repair order entry. The quotation will be valid for 14 days and repair request will be canceled if no reply to the quotation is received after reasonable number of attempts to obtain a response to the quotation.

If Hilti is unable to return the repaired tool back to you or obtain a response to the repair quotation after

reasonable number of attempts of notification, final notification will be sent that it considers your tool abandoned and that, if you do not collect it and pay any outstanding charges within a further 1 month, Hilti will dispose of it in accordance with applicable law.

PRIORITY REPAIR Hilti will give priority to the repair of tools requiring no quotation as confirmed during order entry. Customer who agrees to proceed the repairs without quotation shall enjoy the priority repair service as well as 3-day repair turnaround time promise subject to conditions described in "Time Promise".

TRADE IN Tools which have reached end of economic lifetime or phased out will be collected and scrapped by Hilti without repair after customer agrees on trade-in offer.

TIME PROMISE 3-day repair turnaround time promise is given by Hilti upon receipt of pre-approval from customer to proceed with the tool repair without quotation. The counting of days starts at the point of successful collection of tools by our third-party carrier and will only consider working days from Monday to Friday, excluding bank holidays and, if any, special non-working dates listed on Hilti Website.

In case of failure of the time promise, the respective repair order shall be free of charge and refund will be made to customers in appropriate method within 3 weeks.

The time promise will not apply but not limited to the following cases:

- a) Repair orders under no-cost warranty
- b) Charged repair orders requiring quotation
- c) Customer absence on the appointed date of tool delivery
- d) Charged repair orders in Macau areas
- e) Charged repair orders for all measuring products, DD 200, DD 350, DD 500, wall saw and wire saw
- f) Change of delivery date on customer request
- g) Orders with incomplete information necessary for delivery e.g. delivery address and contact person
- h) Force majeure
- i) Customer using own carrier to send the tools to Hilti Tool Services Centre
- j) Tools received at Tool Services Centre are not in accordance with the tool information on the corresponding repair order

SERVICE LEVEL Cut off time for booking in repair order for next-day pick up of tools

Customer Service Hotline	Before 5:00 p.m.
Hilti Online	Before 5:00 p.m.
Hilti Store	Close of business of respective day

LABOUR AND SMALL SPARES Labour costs will be charged based on time taken for repairs. Small spares will be covered under one fixed charge of HKD 50 for most orders or HKD150 for heavy diamond tools.

FREIGHT CHARGE One-way freight charge at HKD 68 will be levied on charged repairs after the no cost warranty period.

TOOL DELIVERY The presence of a customer representative at delivery location is required for verification and signature on delivery note as a proof of delivery and acknowledgement of receipt. Delivery driver will notify the contact person provided during order entry in advance of delivery and wait up to 15 minutes after arrival.

CHANGE POLICY Hilti reserves the right to change terms and conditions without any prior notice to customers. The latest terms and conditions are always available on the Hilti Website at <https://www.hilti.com.hk/content/hilti/A/1/HK/en/services/tool-services/hilti-tool-service1.html>