



Terms and conditions (Version 2018.1)

1 Products

Each Contractual Product provided by Hilti shall be individually treated according to this Agreement and its terms and conditions („Tool Agreement“) and will be specified in the „Tool List“. The current Tool List can be viewed on the Hilti Online customer site, or an electronic document will be provided to the customer upon request. During the term of the respective Tool Agreement, Hilti provides the services according to the Tool List and specified in these terms and conditions.

2 Base services

2.1 Repair and maintenance

• Repairs to Contractual Products may only be performed by Hilti. Hilti will provide the following services: repair and maintenance (as can be indicated on the tool) of Contractual Products including pick-up, spare parts, labour, delivery, standard safety checks and laser calibration. All batteries and chargers will be included. Note: all Non-Contractual Products such as consumables are excluded. Repair or replacement costs of these excluded items shall be at Customer's expense.

• The costs shall be borne by Hilti unless and except otherwise set forth in this Agreement. The customer is responsible for the cost of any service and/or maintenance of Contractual Products not properly used or otherwise treated beyond that set forth therein (paragraph 8) except as described in paragraph 3.3 below.

2.2 Tool exchange (paragraph 7)

Hilti may proactively exchange each Contractual Product at the agreed exchange date according to the Tool List.

3 Premium services

(in consideration of the front page, paragraph 3 is only applicable to respectively specified Contractual Products in the Tool List)

3.1 Loan tools

• The customer can request an equivalent loan tool during the downtime of a Contractual Product which is due to service and maintenance. After the return of the repaired Contractual Product, the loan tool has to be returned immediately to Hilti. If the return is delayed for longer than two weeks, paragraphs 8 and 9 will be deemed to apply respectively.

3.2 Theft coverage

Where, within 30 days of the Contractual Product being stolen, the customer provides Hilti with a copy of a police report explaining the circumstances of the theft and identifying the tool type and serial number of the Contractual Product stolen, the customer shall pay Hilti (instead of the full amount specified in paragraph 9.1) a reduced amount equal to 20% of the amount specified in paragraph 9.1 for the respective Contractual Product, provided that:

3.21 • the Contractual Product has not been stolen due to the negligence or wilful misconduct of the customer or an officer, employee or sub-contractor of the customer or any person acting on behalf of the customer; and

3.22 • [at the time of the Contractual Product being stolen the Customer had made all payments to Hilti then due under this Agreement as set forth in Tool List.]

3.23 • No lost or stolen Contractual Products will be replaced under paragraph 3.2. However, [save where the Contractual Product has been stolen due to the negligence or wilful misconduct of the customer or any officer, employee or sub-contractor of the customer or any person acting on behalf of the customer,] Hilti will offer the customer a new Contractual Product. Any acceptance by the Customer will constitute a Fleet Expansion and paragraph 6 shall apply.

3.24 In cases of lost or stolen Contractual Products during Usage Time Extension, there will be a fee charged to the customer amounting to 15% of the respective Contractual Product's list price.

3.3 Drop Damage Service

Where a Contractual Product is damaged by being accidentally dropped or falling, Hilti will perform a repair in accordance with paragraph 2.1, except that Hilti reserves the right to decline a repair of the Contractual Product in case of a total financial loss due to non-contractual usage and may offer an new tool as replacement, in which case usage and service rates applicable at the time of change will apply.

4 Term of Agreement

4.1 This Agreement becomes effective when signed by both parties, and shall remain in effect until all individual Tool Agreements have expired. Notwithstanding the foregoing, this Agreement may be terminated with immediate effect by a party at any time in writing, by registered letter addressed to the other party, in the event of the following:

a) the other party breaches a material term of this Agreement and fails to remedy such breach within 30 days of its notification by the other party. Failure to make timely payments is considered a material breach; or

b) the other party becomes insolvent or bankrupt, seeks deferred payment authorization, goes into liquidation, has an administrator, administrative receiver or receiver appointed, makes a voluntary arrangement with its creditors, or proceedings are brought by a creditor in respect of any of the foregoing

c) the present ownership conditions of the other party changes significantly or control over the other party, or a significant part of its shareholding interests, passes to other natural or legal persons and the first party cannot be reasonably expected to accept this change.

4.2 Upon termination of this Agreement for any reason whatsoever, the customer shall immediately return all Contractual Products to Hilti, in good condition (ordinary wear and tear excepted). In addition, if this Agreement is terminated by Hilti pursuant to paragraph 4.1 lit. a), b) or c) above, an amount shall become immediately due, which the customer shall immediately remit. The amount is equal to the sum of all then-outstanding Total Monthly Usage Fees, each Contractual Product's Monthly Usage Fees for the residual term of the respective Tool Agreement, and any applicable taxes, but less applicable service fees – in such event, the customer shall bear the costs associated with the return of Contractual Products.

5 Fees

5.1 Monthly usage fee

The customer's single monthly payment to Hilti („Total Monthly Usage Fee“) shall be calculated by combining the Monthly Usage Fee for all individual Contractual Products (consisting of usage and applicable service fees) as set forth in the Tool List. The Tool List shall be modified when individual tools are added, removed, or exchanged. Once an individual Tool Agreement is established between the parties there will be no increase in the Monthly Usage Fee for such tool during the Term of that Tool Agreement, unless for cases of clause 11.4 and for new services agreed by the customer.

5.2 Fleet Deposit

Hilti may require a deposit to be paid by the customer as a condition precedent to this Agreement and/or any Fleet Expansion. The amount, duration and repayment of such deposit will be agreed by the parties

6 Fleet expansions

In agreement with Hilti the customer can add any Hilti tool at any point of time after the effective date of this Agreement, incorporating the then actual terms and conditions. The respective Total Monthly Usage Fee shall be specified according to paragraph 5.1.

7 Ongoing Fleet Exchange

7.1 Exchange Cycle

In agreement with the customer all Contractual Products may be exchanged quarterly, half yearly or yearly and could lead to a usage time prolongation according to the Tool List. The Monthly Usage Fee will be further charged for the respective Contractual Products until the extended exchange date.

7.2 New Contractual Product

Latest 30 days prior to the exchange date of a Contractual Product Hilti may offer a new Hilti tool based on the customer's current needs and the then actual terms and prices. Upon the customer's confirmation a new Tool Agreement will be concluded.

7.3 Return of Contractual Product

The Contractual Product remains the property of Hilti and there is no purchase option for the customer.

On the exchange date, the customer shall return the respective Contractual Product to Hilti. If the customer does not return the tool the Monthly Usage Fee will be further charged for the respective Contractual Product until the tool is returned.

7.4 Usage Time Extension

Contractual Products can be subject to a Usage Time Extension after which the Monthly Usage Fee will be further charged for the respective Contractual Product until the tool is returned. Contractual Products sent for repair during the Usage Time Extension are considered as returned.

8 Use

The Customer is required to use the contractual Products fairly and reasonably. All Contractual Products shall be used for their intended purpose only, in strict compliance with the operating instructions and other instructions issued by Hilti. Where damage is caused by or excessive maintenance is required due to improper use, unsuitable storage, handling, treatment, abnormal use or use other than the intended purpose or influence of water, the customer shall be liable for the loss or damage or cost. Contractual Products shall only be used with the corresponding insert tools, parts, accessories and consumables of Hilti or with other products of equivalent quality. The customer will not offer the Contractual Products for rental, in whole or in part or otherwise make them available to third parties for use, without the express prior written consent of Hilti.

9 Lost and stolen products

9.1 Subject to paragraph 3.2, in case of lost or stolen Contractual Products, the customer shall pay Hilti an amount equal to the sum of then-outstanding Monthly Usage Fees, accumulated Monthly Usage Fees up to the remaining end-date plus any applicable taxes and less applicable service fees for the respective Contractual Product.

9.2 Hilti may immediately make an offer for a new Contractual Product.

9.3 In cases when loan tools are lost, stolen or not returned the customer will be charged 50% of the list price.

10 Ownership

Contractual Products remain the property of Hilti. The customer commits to keep Contractual Products free from claims by third parties, not to pledge, encumber, or hypothecate them, or permit any lien to attach to them. The customer further agrees to inform Hilti immediately of any claim on the Contractual Products made by any third party. The customer shall be responsible for the cost of defence against any such claim by third parties.

11 Additional provisions

11.1 Subject to paragraph 11.3 and 11.4 amendments and additions to these terms and conditions are not allowed.

11.2 All premium services, usage times and fees for the Contractual Products as specified in the Tool List are accepted by the customer, if not refused by the customer in writing within 30 days of delivery of respective products.

11.3 Hilti reserves the right to modify the terms and conditions of this Agreement at any time. The modified terms and conditions of this Agreement will be disclosed to the customer in writing and shall be deemed to be accepted by the customer, if not refused by the customer in writing within 30 days of its receipt. After becoming effective such modifications shall be applicable to all Contractual Products on the Tool List.

11.4 Hilti is entitled to adjust the Monthly Usage Fees for Contractual Products placed under contract as from May 1st 2010, as set forth in the Tool List according to the applicable local OECD Consumer Price Index which is linked to the local consumer price index to reflect the respective inflation. Such revisions may be made by Hilti at any time if the respective index exceeds 5% within a rolling 12 month period as per data supplied by the OECD website.

11.5 Where provisions of this Agreement now or later become invalid, this shall not affect the validity of the remainder of the Agreement. The parties shall replace such provisions immediately by other legally valid provisions, the content and effect of which shall be consistent with the intent of the invalid provision.

11.6 A party may not assign its rights and/or transfer its obligations under this Agreement to a third party without the other's party prior written consent. Notwithstanding the foregoing, Hilti shall at any time have the right, without any consent of the other party, to assign any receivables arising under this Agreement and all security and ancillary rights relating hereto to any third party.

11.7 The customer is not entitled to offset possible own claims against claims of Hilti or of third parties to whom Hilti has assigned its rights and/or transferred its obligations under this Agreement.

11.8 Subject to the terms and conditions of this Agreement, the Hilti General Terms and Conditions shall apply.

Hilti (Gt Britain) Limited is authorised and regulated by the Financial Conduct Authority (FCA) and has permission from the FCA to carry on a consumer hire business. Hilti (Gt Britain) Limited is on the Financial Services Register (FCA reference number 665614). You can contact the FCA at consumer.queries@fca.org.uk or 25 The North Colonnade, Canary Wharf, London, E14