HILTI (GT. BRITAIN) LIMITED - TERMS AND CONDITIONS OF SALE ("CONDITIONS")

1 GENERAL

1.1 In these Conditions the following words have the meanings shown:

"Business Day" means any day which is not a Saturday, a Sunday or a bank or public holiday in England;

"**Buyer**" means the person, firm or company purchasing Goods and/or Services from Hilti;

"**Contract**" means any agreement between Hilti and the Buyer for the sale of Goods and/or provision of Services, incorporating these Conditions;

"**Goods**" means goods agreed to be supplied by, under or in relation to Contract (including any goods supplied without charge);

"**Hilti**" means Hilti (Gt. Britain) Limited (company no. 00479786) whose registered office is at 1 Trafford Wharf Road, Manchester M17 1BY;

"Personnel" means the employees, servants, directors, agents, consultants or other personnel of Hilti or any of their subcontractors; and

"Services" means the services to be supplied by Hilti under or in relation to the Contract (including any services supplied without charge).

1.2 Headings do not affect the interpretation of these Conditions.

2 MAKING THE CONTRACT

2.1 Any written quotation, estimate and/or advertised price for the Goods shall be an invitation to treat and no binding contract shall be created by placing an order on Hilti's website or otherwise until Hilti has sent an acknowledgement of order to the Buyer or (if earlier) Hilti delivers the Goods to the Buyer, whereupon a Contract shall be formed. In the event that Hilti has not provided an acknowledgement of order these Conditions, provided the Buyer shall have had prior notice of them, shall nonetheless apply to the Contract. Any order shall be accepted entirely at the discretion of Hilti.

2.2 Any quotation made by Hilti is given subject to these Conditions and is valid for 30 days from its date (or until any other date shown on the quotation), provided that Hilti has not previously withdrawn it.

2.3 Unless agreed otherwise in writing, these Conditions shall be incorporated in the Contract to the exclusion of all other terms, conditions or other representations (including any terms and conditions which the Buyer may purport to apply under any order , confirmation of order, specification or other document whatsoever and whenever).

2.4 These Conditions shall prevail unless expressly varied in writing and signed by a Director for and on behalf of Hilti.

3 DESCRIPTION OF GOODS AND SERVICES

3.1 The quantity, quality, description of and any specification for the Goods shall be as set out in Hilti's acknowledgement of order or, in its absence, Hilti's quotation.

3.2 All descriptive matter, specifications and advertising issued by Hilti and any descriptions, details or illustrations contained in Hilti's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods or Services described in them and they will not form part of the Contract unless otherwise agreed in writing.

3.3 Hilti reserves the right, without liability to the Buyer, to make any changes in the specification of the Goods and/or Services which are required to conform with any applicable national and/or EU laws, regulations and/or safety requirements or which do not materially affect the quality or performance of the Goods and/or Services.

3.4 No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the agents or employees of Hilti shall be construed to vary in any way any of these Conditions under this Contract.

4 PRICE

4.1 Subject to Condition 4.2 below, the price payable for Goods and/or Services shall, unless otherwise stated by Hilti in writing and agreed on its behalf by an authorised representative, be the price determined by Hilti current at the date of delivery or deemed delivery and in the case of an order for delivery by instalments the price payable for each instalment shall be Hilti's current price list at the date of the delivery or deemed delivery of each instalment.

4.2 Unless otherwise agreed in writing, Hilti's prices for the Goods and/or Services may be subject to variation to take account of variations in wages, materials or other costs of manufacture or supply since the date of Hilti's quotation or if no quotation is issued the Buyer's order. Hilti accordingly reserves the right at any time, by notifying the Buyer in writing to adjust the invoice price payable by the amount of any increase or decrease in such costs after the price is quoted by Hilti or the Buyer's order without any liability on the part of Hilti. The invoice so adjusted shall be payable as if it were the original Contract price.

4.3 All prices for the Goods and/or Services are exclusive of value added tax, other similar taxes and all other applicable duties. The Buyer shall be liable for all and any local taxes or charges as appropriate.

4.4 Hilti shall invoice the Buyer for the price of the Goods and/or Services in pounds sterling or euros.

4.5 Hilti has the right to invoice the Buyer for the costs of any packaging, transportation of the Goods or any additional costs resulting from any other alteration made by the Buyer on or at the time of delivery or upon notification by Hilti that the Goods are awaiting collection. Any such additional costs shall be invoiced by Hilti in pounds sterling or euros.

5 CARRIAGE AND INSURANCE

5.1 The price of the Goods shall be exclusive of carriage and insurance which shall be in accordance with the charges laid out in Hilti's current price list.

5.2 The charges for carriage and insurance shall be payable by the Buyer and added to the price of the Goods.

6 ADDITIONAL COSTS

6.1 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.

6.2 Without prejudice to any other rights and remedies which Hilti may have, if the Goods are submitted to Hilti or its agent for repair, Hilti shall have a general lien on the Goods in respect of all debts owed by the Buyer to Hilti (including the costs of the repair), and if the Goods are not collected and paid for by the Buyer within 5 months of the Buyer being informed that the Goods are ready for collection, the Buyer agrees that Hilti shall be entitled after 14 working days' notice to the Buyer to dispose of the Goods as Hilti thinks fit.

7 TERMS OF PAYMENT

7.1 Unless agreed otherwise in writing by Hilti, all payments due under any Contract shall be in the currency stipulated in the invoice and must be made by the Buyer within 30 days of the date of the invoice sent by Hilti to the address provided by the Buyer. Time for payment shall be of the essence.

7.2 The Buyer shall not be entitled to exercise any set off, lien or any other similar right or claim unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by Hilti to the Buyer. Hilti may set off any claim of any kind whatsoever which the Buyer may have against Hilti under the Contract or any other contract or otherwise howsoever against any sum which would otherwise be due from the Buyer to Hilti under the Contract or any other contract otherwise howsoever.

7.3 Notwithstanding any other provision all payments payable to Hilti under the Contract shall become due immediately upon termination of the Contract for whatever reason.

7.4 If the Goods are delivered in instalments, Hilti shall be entitled to invoice each instalment as and when delivery thereof has been made and payment shall be due in accordance with Condition 7.1 above in respect of each invoice.

7.5 Any failure by the Buyer to either pay any due instalment in accordance with this Contract or failure 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 a default, to become due forthwith without any notice.

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

7.7 Hilti is entitled to charge the Buyer a fee of £10 for each dishonoured cheque received in respect of any payment due from the Buyer and £5 for each direct debit payment due from the Buyer which is declined by the Buyer's bank.

7.8 Hilti is entitled to charge and to be paid interest at 4% per annum above the current base rate of Citibank International plc on any unpaid invoices and/or any other overdue payments due from the Buyer.

8 DELIVERY AND ACCEPTANCE OF GOODS

8.1 Hilti shall deliver the Goods to the location set out in the order form or as the parties may agree in writing at any time after Hilti notifies the Buyer that the Goods are ready. Delivery of the Goods shall be completed on the Goods' arrival at the relevant location.

8.2 The period for delivery shall be calculated from the date of the Contract or the date of receipt of all necessary information to enable Hilti to manufacture or procure the manufacture of the Goods whichever shall be the later. If no period is stipulated by Hilti, then delivery will be at such time after receipt of instructions from the Buyer as Hilti thinks reasonable.

8.3 All times or dates given for delivery of the Goods are intended to be estimates only and time for delivery shall not be of the essence. Hilti shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by Hilti's negligence).

8.4 If for any reason the Buyer does not accept delivery of the Goods in accordance with Condition 8.6, or Hilti is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations then the Goods will be deemed to have been delivered, risk passing to the Buyer (including for loss or damage caused by Hilti's negligence) and Hilti may at its sole discretion:

8.4.1 store the Goods until actual delivery and take all reasonable steps to safeguard and insure them at the cost of the Buyer, provided that the Buyer shall be immediately informed thereof; or

8.4.2 sell the Goods at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge the Customer for any shortfall below the Contract price.

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

8.6 Without prejudice to the warranties in Condition 12 below, the Buyer will be deemed to have accepted the Goods as being in accordance with the Contract and no liability for non-delivery, late delivery, loss of or damage to the Goods occurring post delivery or for any claim that the Goods are not in accordance with the Contract will attach to unless:

8.6.1 within 7 days after the Buyer has taken delivery of the Goods the Buyer has notified Hilti in writing of any defect of other failure of the Goods to conform with the Contract (which would be apparent upon reasonable inspection and testing of the Goods within 7 days); or

8.6.2 the Buyer notifies Hilti in writing of any defect or other failure of the Goods to conform with the Contract within a reasonable time where the effect or failure would not be so apparent within 7 days of the date of delivery or collection, failing which the Buyer shall not be entitled to reject the Goods and Hilti shall have no liability and the Customer shall be bound to pay the Contract price as if the Goods has been delivered in accordance with the Contract.

8.7 In all cases where defects or shortages are complained of Hilti shall be afforded an opportunity to inspect the Goods (including when relevant by the Goods being returned to Hilti at the Buyer's cost) before any use is made thereof or any alteration is made thereto by the Buyer.

8.8 All requests for proof of delivery must be made within a period of 21 days following the date of the invoice.

8.9 Unless stated otherwise in the Contract export orders shall be delivered Free Carrier (FCA) (premises nominated by Hilti) (Incoterms 2010) save that Hilti shall have no obligation to obtain any export licence or clearance required in relation to the Goods.

8.10 The Buyer agrees that Hilti shall be under no obligation to give to the Buyer the notices specified in section 32(3) of the Sale of Goods Act 1979.

9 RETURNS AND CANCELLATIONS

9.1 Subject to Condition 8.6 above, Goods supplied pursuant to the Contract cannot be returned without Hilti's prior written authorisation. Duly authorised returns:

9.1.1 shall be sent to Hilti's premises at the Buyer's expense;

9.1.2 may be subject to a handling charge of £10 or 20% of the value of the Goods, whichever amount is the greater; and

9.1.3 must be in the same condition as originally supplied to the Buyer.

9.2 The Buyer may not cancel an order of the Goods and/or Services including but without limitation to, any Goods and/or Services that involve special requirements of the Buyer once the order has been inputted onto Hilti's ordering system, without the prior written consent of Hilti and then only on terms stipulated by Hilti in writing.

10 PASSING OF TITLE AND RISK

10.1 The Goods are at the risk of the Buyer from the time of delivery by Hilti, collection of the Goods by the Buyer, or receipt by the Company of payment in full for the Goods, whichever is earlier.

10.2 Full legal, beneficial and equitable title to and property in the Goods shall not pass to the Buyer until Hilti has received in full (in cash or cleared funds) all sums due to it in respect of:

10.2.1 the Goods; and

10.2.2 all other sums which are or which become due to Hilti from the Buyer on any account.

10.2.3 Until full legal, beneficial and equitable title to and property in the Goods has passed to the Buyer, the Buyer shall:

10.2.4 hold the Goods on a fiduciary basis as Hilti's bailee;

10.2.5 store the Goods (at no cost to Hilti) in a proper manner in conditions which adequately protect and preserve the Goods;

10.2.6 keep the Goods separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as Hilti's property;

10.2.7 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

10.2.8 maintain the Goods in satisfactory condition and keep them insured on Hilti's behalf for their full price against all risks to the reasonable satisfaction of Hilti. On request the Buyer shall produce the policy of insurance to Hilti.

10.3 Hilti shall be entitled to examine any such Goods in storage at any time during normal business hours upon giving reasonable notice to the Buyer of its intention to do so.

10.4 The Buyer may use the Goods in the ordinary course of the Buyer's business before title has passed to it.

10.5 The Buyer's right to possession of the Goods shall terminate immediately upon the occurrence of any of the events specified in Condition 16.1 below.

10.6 Hilti shall be entitled to recover payment for the Goods notwithstanding that title of any of the Goods has not passed from Hilti to the Buyer. The Buyer grants Hilti, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them, and the Buyer acknowledges that Hilti shall have the right to inspect and repossess Goods in transit where the Buyer's right to possession has terminated.

10.7 Where Hilti is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by Hilti to the Buyer in the order in which they were invoiced to the Buyer.

10.8 On termination of the Contract, howsoever caused, Hilti's (but not the Buyer's) rights contained in this Condition shall remain in effect. Hilti's rights and remedies set out in this Condition 10 are in addition to and shall not in any way prejudice, limit or restrict any of Hilti's other rights or remedies under the Contract or in law or equity.

11 SUPPLY OF SERVICES

11.1 Hilti shall provide the Services to the Buyer in accordance with the Contract applying reasonable skill and care.

11.2 Hilti shall use its reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. Hilti shall not be liable for any loss whatsoever or howsoever arising caused by its failure to provide the Services on the due date.

11.3 Where Hilti is to perform the Services at the Buyer's premises, the Buyer shall:

11.3.1 procure safe and unhindered access to the premises for all the Personnel to carry out the Services at all relevant times;

11.3.2 ensure that all consents, permissions, or licences required to allow the Services to be provided are in place;

11.3.3 ensure the provision of adequate power, lighting, heating and other such facilities or supplies required for the provision of the Services;

11.3.4 provide adjacent to where the Services are to be provided storage for the materials required for the Services;

11.3.5 ensure that the site where Services are to be provided are adequate for that purpose, clear and free from all health and safety hazards and possesses such facilities for the Personnel to comply with any applicable legislation and as Hilti shall reasonably require; and

11.3.6 be responsible for the Personnel's death or personal injury or damage to or loss of Hilti (and subcontractors and Personnel)'s property whilst on the Buyer's premises except to the extent any such death or personal injury results from the negligence of Hilti or its subcontractors.

11.4 The Services will be deemed to be completed and the relevant element of the Contract price to be due and payable forthwith:

11.4.1 when Hilti issues a written notice to the Buyer confirming such completion; or

11.4.2 if Hilti is available to perform the Services but is prevented from doing so by reason of:

(a) the lack of relevant assistance from the Buyer (such as lack of availability of test components or parts from the Buyer); or

(b) the condition of the Buyer's premises or in the site at which the Services are to be provided and/or the facilities at or the services available at those premises at the time agreed for the provision of the Services; or

(c) the failure by the Buyer to comply with the Contract.

12 WARRANTIES

12.1 Where Goods and/or Services are supplied with the benefit of a specific written warranty set out in another document produced by Hilti, such warranty shall apply instead of the warranty set out in Condition 12.2 below. The warranty in Condition 12.2 shall only apply where no such specific warranty is supplied in relation to the Goods and/or Services. The exclusions in Condition 12.3 shall apply to every such specific warranty except for the "manufacturer's lifetime warranty" set out in any operating instructions supplied with the Goods.

12.2 If the Buyer establishes to Hilti's reasonable satisfaction within 12 months of the date of delivery of the Goods or performance of the Services that there is a defect in the materials or workmanship of the Goods or the Goods or Services are supplied not in accordance with the Contract then Hilti shall at its option, at its sole discretion and within a reasonable time:

12.2.1 repair or make good such defect or failure in such Goods free of charge to the Buyer (including all costs of transportation of any Goods or materials to and from the Buyer for that purpose); or

12.2.2 replace such Goods with Goods which are in all respects in accordance with the Contract or re-perform such Services: or

12.2.3 issue a credit note to the Buyer in respect of the whole or part of the Contract price or such Goods or Services as appropriate having taken back such Goods or materials relating to such Goods or Services. Subject in every case to the other provisions of this Condition 12 provided that the liability of Hilti under this Condition 12 shall in no event exceed the purchase price of such Goods or services and performance of any one of the above options shall constitute an entire discharge of Hilti's liability under this warranty.

12.3 Hilti shall not be liable for breach of the warranty at Condition 12.2 above or any other warranty, guarantee or condition:

12.3.1 arising from any defect in Goods arising from any drawing, design or specification supplied by the Buyer; or

12.3.2 arising from any acts, omissions negligence or default of the Buyer or arising from wilful damage, unsuitable storage, handling, treatment, installation, maintenance, repair or application, abnormal use or use under abnormal conditions; or

12.3.3 arising from any non-compliance with the safety, training, usage and maintenance requirements (including, but not limited to, excessive or heavy use), method statements, data sheets, instructions or recommendations (whether oral or in writing) communicated to the Buyer by Hilti and/or any of its employees, agents, suppliers or subcontractors; or

12.3.4 arising from incorporation, alteration, modification or conversion of the Goods with any other goods, products or systems outside the intended purpose of the Goods, or as a result of wrong compatibility of the Goods with any other goods, products or systems or use of consumables, components or spare parts other than those manufactured by Hilti without Hilti's prior written approval; or

12.3.5 if the total price for the Goods and/or Services has not been paid by the due date for payment; or

12.3.6 unless any claim by the Buyer which is based on any defect in the quality or condition of the Goods and/or Services or their failure to correspond with their description or specification shall (whether or not delivery is refused by the Buyer) be notified to Hilti within 7 days after the Buyer discovers or ought to have discovered the defect or failure; or

12.3.7 unless Hilti is given a reasonable opportunity of examining such Goods or location at which the Services were performed and the Buyer (if asked to do so by Hilti) returns such Goods or materials relating to the Services to Hilti's place of business for the examination to take place there.

12.4 Save as expressly provided in these Conditions, all warranties, conditions, guarantees or other terms implied by statute, common law, custom usage or otherwise are excluded to the fullest extent permitted by law.

13 BUYER'S RESPONSIBILITY

13.1 The selection of the Goods and/or Services suitable for the Buyer's purposes depends on a range of factors. These factors include, but are not limited to, on-site conditions or other circumstances of the proposed application of the Goods known only to the Buyer. The Buyer is solely responsible for satisfying itself that the data supplied to Hilti on which information or recommendations made by Hilti are based is correct and that any assumptions made by Hilti to supplement that data are suitable for the Buyer's purposes.

13.2 Any advice, representation or recommendation given by Hilti or its Personnel to the Buyer or its employees or agents as to the Goods and/or Services, their fitting for use, or as to the incorporation or compatibility of the Goods with other goods, is therefore followed or acted upon entirely at the Buyer's own risk and the Buyer acknowledges that it does not rely on and waives any claim for breach of any such representation. Accordingly, the Buyer must rely on its own judgement and if necessary seek expert advice in relation to the following:

13.2.1 the suitability and compatibility of the Goods for the intended use;

13.2.2 the training necessary for the Buyer and its employees;

13.2.3 the required level of ongoing maintenance for the Goods; and

13.2.4 the adequacy of the premises in which the Goods are to be used.

13.3 The Buyer acknowledges that it is responsible for ensuring it and its employees, agents, contractors and end-users of the Goods:

13.3.1 store, handle, use, construct, maintain, and repair the Goods at all times in accordance with good practice and in accordance with the Goods' method statements and data sheets, as well as all other relevant safety, training, usage and maintenance instructions and guidelines supplied to the Buyer from time to time by Hilti, its employees, agents or contractors;

13.3.2 receive the necessary training in respect of Goods supplied;

13.3.3 in connection with the hiring of the Goods or the Goods being otherwise used by third parties, that the Goods are supplied in the original packaging including all method statements, data sheets, labelling and warnings as are supplied with the Goods by Hilti;

13.3.4 use the Goods with the recommended safety equipment in accordance with all applicable method statements and data sheets, and other relevant Company safety, training, usage and maintenance instructions and guidelines supplied from time to time; and

13.3.5 comply at all times with Health and Safety at Work, etc Act 1974, and all other relevant legislation in respect of the Goods and their usage.

14 LIMITATION OF LIABILITY

14.1 In an effort to keep the Contract price as low as possible, and as the Buyer is better able than Hilti to quantify loss which it may suffer from a breach of contract and to insure accordingly, the Buyer agrees that the provisions of Conditions 12 (Warranties) and this Condition 14 which set out the entire financial liability of Hilti (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer and the exclusive remedies of the Buyer against Hilti in respect of:

14.1.1 any breach of these Conditions;

14.1.2 any use made by the Buyer of any of the Goods; and

14.1.3 any representation (unless fraudulent), statement or tortious act or omission including negligence and breach of statutory duty arising under or in connection with the Contract or in relation to any other matter or thing whatsoever under or in relation to the Contract.

14.2 Hilti shall not be liable to the Buyer for any economic loss of whatever nature (direct or indirect), including without limitation loss of anticipated profits, loss of actual profits (direct or indirect) loss of turnover or revenue, loss of business, loss of production or opportunity, loss of data, depletion of goodwill or otherwise.

14.3 Hilti shall not be liable for any indirect, special or consequential loss or damage howsoever arising.

14.4 Notwithstanding any other provision contained in these Conditions, Hilti does not in any manner whatsoever exclude or limit its liability if and to the extent that such liability:

14.4.1 arises out of the fraud or fraudulent misrepresentation of Hilti; or

14.4.2 is in respect of death or personal injury caused by negligence of Hilti; or

14.4.3 cannot legally be excluded or limited; or

14.4.4 cannot be excluded under the Consumer Protection Act 1987 or the General Product Safety (GPS) Regulations 2005; or

14.4.5 is in respect of Hilti's implied undertakings as to title.

14.5 Subject to Conditions 14.1 – 14.4 (inclusive) above the total aggregate liability of Hilti arising out of or in connection with performance or contemplated performance of the Contract whether for negligence or breach of contract or any case whatsoever shall in no event exceed one hundred per cent (100%) of the price paid or payable by the Buyer under the Contract.

15 BUYER' S INDEMNITY

15.1 The Buyer shall be liable for and indemnifies Hilti and shall keep Hilti indemnified in respect of all damage or injury to any person or loss of or damage to any property and against all actions, demands, costs (including legal costs), charges, expenses or other loss suffered by Hilti arising:

15.1.1 at common law or under the statutes and regulations detailed in Condition 14.4 or otherwise under statute; and/or

15.1.2 in respect of any act, omission, negligence, and/or breach of the terms of these Conditions or otherwise through the default of the Buyer; and/or

15.1.3 in respect of any infringement or alleged infringement of any patent, registered design, copyright, trade mark or other industrial or intellectual property rights resulting from compliance by Hilti with the Buyer's instructions whether express or implied.

15.2 Where Goods supplied by Hilti are used by a third party (including the Buyer's employees, agents, contractors) in a manner not previously agreed in writing by Hilti to be suitable, or in a manner not in accordance with these Conditions, including (but not limited to) Condition 13.3, Hilti shall not be liable for any costs, loss, damage, liability or expenses suffered or incurred by the Buyer or any third party arising directly or indirectly from or in respect of such Goods or such use (including for loss of revenue, profits, production, opportunity, business, goodwill and/or of any contract) and the Buyer shall indemnify and keep indemnified Hilti from and against all such costs, loss, damage, liability or expenses suffered or incurred by Hilti as a result of any claim or demand in respect thereof by any third party.

16 TERMINATION

16.1 Without prejudice to any rights that have accrued under the Contract or any other rights or remedies, Hilti may immediately suspend performance of the Contract, cancel any outstanding delivery of Goods and/or the supply of Services, stop any Goods in transit or by notice in writing to the Buyer terminate the Contract without liability to Hilti in the event that:

16.1.1 the Buyer fails to pay any sum payable under the Contract, or any other agreement between the Buyer and Hilti within 7 days of its due date; or

16.1.2 the Buyer commits a material breach of any of its obligations under the Contract which is incapable of remedy; or

16.1.3 the Buyer commits a material breach of its obligations under the Contract which is capable of remedy and fails to remedy or persists in such breach after 30 days of having been required in writing to remedy or desist; or

16.1.4 the Buyer suspends or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

16.1.5 the Buyer calls a meeting, gives notice, passes a resolution or files a petition, or an order is made, in connection with the winding of that party (save for the sole purpose of a solvent voluntary reconstruction or amalgamation); or

16.1.6 the Buyer has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of all or any part of its assets; or

16.1.7 the Buyer has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such asset; or

16.1.8 the Buyer takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts; or

16.1.9 the Buyer (if an individual) becomes bankrupt, or initiates proceedings to become bankrupt, or has a bankruptcy petition issued against him, or makes or offers to make any voluntary arrangements with creditors; or

16.1.10 the Buyer has any steps taken by a secure lender to obtain possession of the property on which it has security or otherwise to enforce its security; or

16.1.11 the Buyer has any distress, execution or sequestration or other such process levied or enforced on any of its assets; or

16.1.12 the financial position of the Buyer has become impaired in the opinion of Hilti; or

16.1.13 the Buyer has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events in this Condition

17 INTELLECTUAL PROPERTY

17.1 Any intellectual property created by Hilti in the course of the performance of the Contract or otherwise in the design, manufacture or supply of or otherwise in relation to the Goods or the provision of the Services shall remain the property of Hilti. Nothing in these Conditions shall be deemed to have given the Buyer a licence or any other right to use any of the intellectual property of Hilti.

17.2 All logos, trade name or trademarks ('Marks') owned or used by Hilti in the course of its business are the property of Hilti. Hilti reserves all intellectual property rights in relation to the use of such Marks. The Buyer may not use, or permit the use of, such Marks or any similar Marks without the prior written permission of Hilti.

18 FORCE MAJEURE

18.1 Hilti shall not be in breach of the Contract or otherwise be liable for any failure or delay to deliver the Goods and/or supply the Services arising from circumstances outside Hilti's reasonable control. including, but not limited to, acts of God, governmental actions or regulations, national emergency, acts of terrorism, protests, riot, civil commotion, strikes, lock-outs, other labour disputes (whether or not relating to either party's workforce), accident, war, fire, explosion, flood, epidemic, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery, shortage or unavailability of raw materials from normal source of supply, or restraints or delays affecting carriers.

18.2 Should Hilti be prevented from delivering the Goods or supplying the Services in the circumstances at Condition 18.1, it shall be entitled to delay or cancel the supply of the Services or cancel delivery or to reduce the amount of the Goods delivered.

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19.1 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 this Contract shall not operate as a waiver of, or preclude any further exercise or enforcement of any other right or provision of this Contract.

20 SEVERABILITY

20.1 Each provision of this 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 this Contract, the other conditions shall continue in full force and effect.

21 THIRD PARTY RIGHTS

21.1 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

22 ASSIGNMENT

22.1 The Buyer shall not assign, charge, sub-contract or in any way dispose of its rights or obligations under the Contract without the prior written consent of Hilti. Hilti may at any time subcontract, transfer, mortgage, charge or deal with in any manner any or all of its rights and under the Contract to any third party.

23 PRIVACY NOTICE

23.1 Hilti has a privacy notice available on its website (www.hilti.co.uk) in relation to the processing of any personal data Hilti obtains from the Buyer (and its directors, employees, agents and subcontractors) in the course of performance of the Contract or otherwise.

24 NOTICES

24.1 Any notice required to be served under the Contract shall be served in writing at its registered offices in the UK or such other address as Hilti may from time to time notify to the Buyer and on the Buyer at the address notified to Hilti in its registration application by personal delivery, first class post, registered air mail or by email. The Buyer is responsible for notifying Hilti in writing of any change of address, email address from those in the Buyer's registration application.

24.2 Any such notice shall be deemed to have been served:

24.2.1 in the case of a destination in the UK 9am on the second Business Day after the date of posting;

24.2.2 in the case of a destination outside the UK, or where the notice is posted outside the UK 9am on the seventh Business Day after the date of posting;

24.2.3 in the case of service by email, when the email is available to read in the recipient's inbox; and

24.2.4 in the case of personal delivery on delivery provided delivery is between 9am and 5pm on a Business Day.

25 ENTIRE AGREEMENT

25.1 The Contract sets out the entire agreement and understanding between the Buyer and Hilti in connection with the sale of Goods and the provision of Services and shall supersede and replace all documentation previously issued by Hilti purporting to set out its terms and conditions of sale of Goods and/or Services. The Buyer acknowledges that the Contract has not been entered into wholly or partly in reliance on, nor has the Buyer been given any warranty, statement, promise or representation by Hilti or on its behalf other than as expressly set out in the Contract. The Buyer agrees that the only rights or remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind the Contract which it might otherwise have had.

26 LAW & JURISDICTION

26.1 The Contract and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute regulation or otherwise) shall be governed by, and construed in accordance with, English law.

26.2 All disputes or claims arising out of or in relation to the Contract shall be subject to the exclusive jurisdiction of the English courts to which the parties irrevocably submit.