

Terms and Conditions of Sale

1. DEFINITIONS

"Goods" means all goods, products, and services to be provided by Hilti.
"Hilti" means Hilti (Hong Kong) Limited.
"Customer" means any person, firm or company placing an order with Hilti for the purchase of any Goods.
"Contract" means any sale contract, purchase order or service agreement between Hilti and the Customer.
"Conditions" means the complete set of these Terms and Conditions of Sales.

Unless agreed otherwise in writing, these Conditions shall be incorporated in the Contract to the exclusion of all other terms, conditions or other representations. Any other general terms, conditions or other representations of Customer, even if they are known, are expressly excluded and rejected.

These Conditions shall prevail unless expressly amended in writing and signed by two authorized representatives on behalf of Hilti.

2. PRICES

Hilti's price list may be subject to variation by Hilti from time to time. Hilti has the right to revise the quoted price for its products at any time prior to acceptance and confirmation by Hilti of the relevant Buyer's order. Customer shall be liable for all applicable local taxes (including consumption/sales tax), duties or charges.

3. DELIVERY

Time of delivery are estimate and shall not be the essence of any Contract nor shall Hilti be under any liability for any delay beyond Hilti's control.

4. PAYMENT

Customer must settle the payment based on the contract terms or the payment terms on the invoice. The customer shall not be entitled to exercise set off, lien or any other similar right or claim.

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. The Customer agrees to pay all costs incurred by Hilti in collecting any overdue amounts, including interest at an annual rate of 14% (calculated from the date of overdue on the basis of 365 days per year).

5. Return of Goods

All returns are subject to Hilti inspection and acceptance whose decision is final. Specials items, items with limited shelf life (e.g. chemical items) and discontinued items are not eligible for return.

In order to qualify for return, Goods must be: (a) unused and in original undamaged packaging, (b) defect-free, (c) in unbroken quantities and (d) in as-new condition. All returns are subject to a handling charge of 15% (minimum HKD\$200) of the total value of the returned Goods. Request for returns after 60 days of delivery will not be accepted. Proof of purchase is required for all returned Goods.

6. TRANSFER of OWNERSHIP

Risk of products shall be transferred to Customer upon delivery. However, title and ownership of the products remain with Hilti and shall only be transferred to Customer upon full payment of the relevant invoiced amount (without any set-off or conditions attached by Customer). In the event of any resale of Goods by the Customer before the Customer makes full payment, 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.

7. INTELLECTUAL PROPERTY

Nothing in this Agreement constitutes a transfer of any intellectual property rights of the Hilti group to Customer.

Hilti warrants that the design, import, sale or provision of the Goods to Customer does not infringe upon any intellectual property rights of any 3rd party. However, Hilti does not provide any warranty that any use of the Goods sold by Hilti does not infringe upon any right of a third party and shall not be liable for any such infringement.

8. WARRANTY

Hilti warrants that, at delivery, there are no Product Defects that exist in the Goods. "Product Defects" means any quality or manufacturing defects in the Goods where such defects will: (a) result in the Goods not meeting Hilti's published technical specifications in relation to such Goods, and (b) have a substantial adverse effect on the Goods' structural performance. And in the case of services provided by Hilti, "Product Defects" means the failure by Hilti to perform the agreed scope of services.

In the case of services, fastening & protection products and power tool accessories, if Customer establishes to Hilti's satisfaction within 12 months of the date of delivery of the product or performance of the services that there is Product Defect (at delivery) or that the services are not performed in accordance with the Contract, then Hilti shall, at its option & sole discretion, (a) replace such goods or re-perform such services, and/or (b) refund the value of the defective product or services.

In the case of power / measure / diamond tools, shall have the benefit of

Hilti's repair service warranty as set out in <https://hilti.to/repair-services>.

To the maximum extent possible under law, Hilti excludes any other express and implied warranties unless Hilti specifically agrees to in writing. In particular, Hilti does not warrant any fitness of the Goods for Customer's purposes.

9. LIABILITY

Except for personal injury or death caused by the gross negligence or willful default of Hilti, (a) the liability of Hilti under the Contract shall in no event exceed one hundred percent (100%) of the contract price of the Goods with Product Defect paid for by Customer, and (b) Hilti shall not be liable to Customer or any 3rd party for any indirect or consequential loss or damages of Customer or any 3rd party, including (but not limited to) loss of profits, turnover, revenue, business or reputation, loss of time, loss of employment or opportunity to utilize the Goods supplied, as well as the costs of substituted Goods, damage to Buyer's/3rd parties' assets, and any demounting or mounting costs.

Hilti shall not be liable in respect of any defect in the Goods arising out of the acts, omissions, negligence or default of Customers, its employees and/or agents including without limitation to any failure by Customer to comply with any recommendations of Hilti as to storage and handling or use/misuse or servicing of the products.

10. FORCE MAJEURE AND LIQUIDATED DAMAGES FOR DELAY

1. Hilti shall not be liable for any delay or non-performance of its contractual obligation as a result of any events ("FM Events") that are beyond the control of Hilti. FM Events include, but are not limited to, acts of God, epidemics, quarantine restrictions, war, industrial conflicts, acts of government, civil unrest, disruption of utilities/supplies/transportation service. In such case, the performance by Hilti of its contractual obligation will be suspended and postponed to the extent of the duration and impact of such FM Events.

2. If Hilti fails to deliver the Goods ordered by Customer at the mutually agreed delivery date (other than as a result of FM Events), Customer is entitled to request Hilti to pay liquidated damages ("LD") at a rate of 0.5% of the gross order value of the delayed delivery per week (excluding any delivered portion), up to a maximum aggregate amount of 5%. For clarity, the LD shall be the sole remedy of Buyer.

11. TERMINATION

Hilti may immediately cancel the Contract and/or any confirmed order(s) under the Contract without any notice if any of the following items applies to Customer:

1. Customer breaches any material terms of the Contract (and not remedied within reasonable time upon notice), including but not limited to a default in payment when it is due; or
2. There is a legal proceeding against Customer for debt recovery or a petition for bankruptcy proceedings, liquidation, seizure of asset, corporate re-organisation of Customer.

12. EXPORT CONTROL

Customer shall provide Hilti, upon request, with all information and documents required to comply with export control regulations. If Customer provides Hilti products to third party (including affiliates of the customer), the Customer undertakes to comply with export control regulations. Hilti has the right to refuse performance of the Contract in the event of violations of this provision.

Hilti can (a) refuse to accept any orders or (b) refuse to perform the Contract or any accepted orders, if such acceptance/performance is made difficult or prohibited by export control regulations and/or customs regulations.

13. CUSTOMER'S RESPONSIBILITY

The Customer must on its own judgement (and if necessary, seek relevant expert advice – e.g. engineering advice) on the suitability of the Goods for its intended purposes. No reliance can be placed by Customer on the advice, representation or recommendation given by Hilti or its personnel to the Customer or its employees or agents in relation to the Goods and their suitability for specific purposes.

In addition, the Customer is solely responsible for the accuracy of the data and information provided to Hilti and Hilti will not conduct any verification to such data and information.

14. SEPARABILITY of CLAUSES

Each provision of the Contract is severable and distinct from the others. If in any 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.

15. ASSIGNMENT

Customer 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.

16. GOVERNING LAW AND JURISDICTION

This contract is governed by the laws of the Hong Kong Special Administrative Region. Any disputes arising from this contract shall be resolved in the courts of the Hong Kong Special Administrative Region.