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Fleet Management - classic Framework Agreement between

Hilti MO
MO Address

Customer number: _____

Name / company: _____

Address: _____

Contact Person: _____

Date : _____

(referred to below as „Hilti “)

(referred to below as „Customer“)

1. Object of the Agreement

Hilti and Customer hereby enter into this Fleet Management Framework Agreement („**Agreement**“) which regulates the provision of fleet management services („**FM Services**“) by Hilti to selected Customer owned Hilti fleet tools („**FM Tools**“) and the provision of Premium Tool Pool Tools („**PTP Tools**“) by Hilti to Customer.

2. Tool List and Adding of FM Tools

- FM Tools covered by this Agreement are listed in the „**Tool List**“. The Tool List shall be modified when FM Tools are added, removed, or exchanged.
- To add a new Customer tool as FM Tool to the Tool List, Customer places a respective order to Hilti. An individual contract for the provision of FM Services for the respective Customer FM Tool („**Tool Contract**“) is concluded upon Customer's receipt of Hilti's order confirmation. Hilti reserves the right to refuse acceptance of a Customer tool as FM Tool under this Agreement and/or define restrictions for new FM Tools anytime.
- Each Tool Contract is subject to the terms of this Agreement and defines (i) the duration of the Tool Contract for which the respective FM Tool and FM Services will be provided to Customer („**Tool Period**“) and (ii) the total fleet fee payable by Customer for the FM Services for the respective FM Tool for the whole Tool Period („**Total Fleet Fee**“).
- For new FM Tools, the then current terms and prices at the time the Tool Contract is concluded, are applicable.
- The Customer may obtain a then current Tool List setting out Customer's FM Tools under this Agreement, the respective Tool Periods and Total Fleet Fees via its Hilti Online account or from the Hilti Customer Service.
- If Customer does not dispute in writing, a FM Tool added to or removed from the Tool List within 30 days after receipt of the first invoice reflecting such, Customer shall be deemed to have accepted, and shall not dispute, the addition/removal, including the associated Tool Period and Total Fleet Fee.
- An early termination and/or extension of Tool Contracts is not possible.

3. Delivery and Pick-up of FM Tools and PTP Tools

Time and place for the delivery and pick-up of FM Tools (if the FM Tool is not already in Customer's possession) and PTP Tools shall be as agreed between the parties. Delivery is only possible within the country of Hilti's place of business. Customer needs to ensure that a Customer contact person responsible to confirm delivery is available. Any delivery and/or pick-up times are

estimated only and Hilti does not assume any liability in this regard.

4. FM Services

4.1. FM Repair Service

- As part of the FM Repair Service, Hilti will repair (or at Hilti's discretion replace) FM Tools including pick-up and delivery of the repaired FM Tool. Repair includes necessary exchange of spare parts, batteries and chargers. FM Repair Service also includes the exchange of the following wear and tear parts: [LINK](#). Customer may request pick-up of FM Tools for repair by Hilti by placing a repair order (e.g. via Hilti Online or with the Hilti Customer Service). Pick-up and delivery details will be agreed between the parties.
- Where a FM Tool is damaged by being accidentally dropped, falling, exposed to water, Hilti will perform a repair in accordance with this clause 4.1, except that Hilti reserves the right to decline a repair in case the damage was caused by intent or gross negligence which is considered Misuse in the sense of clause 9.
- FM Repair Service excludes inserts, consumables and certain other items, a detailed list of such excluded other items is available here [LINK](#). This list of excluded items may be adjusted by Hilti from time to time. For newly added FM Tools, the list of excluded items published at the time the respective Tool Contract is concluded, is applicable. Customer has to carry the repair or replacement costs for these excluded items.
- The FM Repair Service excludes the repair or replacement of FM Tools damaged due to Misuse as defined in clause 8, and Customer has to carry the repair or replacement costs for such damaged FM Tools.
- FM Tool repairs may only be performed by Hilti or third parties authorized by Hilti.

4.2. FM Maintenance Service

FM Maintenance Service is provided for [LINK](#). FM Maintenance Service means verification of tool accuracy in accordance with manufacturer's specifications. Note: this does not include calibration according to ISO:IEC 17025 requirements.

4.3. FM Service Conditions

FM Services are only offered within the country of Hilti's place of business. FM Services may be provided by a Hilti affiliate in other countries upon request, but may have a different service scope. Hilti may refuse any FM Services for the relevant FM Tool in case Customer is not current with their obligations under this Agreement, in particular regarding punctual payment of the Total Fleet Fee.

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5. Premium Tool Pool Tools

5.1. Peak Demand Tools

The Customer can request supplemental Hilti peak demand tools ("Peak Demand Tools"). Peak Demand tools are charged according to the Daily Peak Demand Fee defined in clause 5.3. Restrictions on the minimum duration and/or availability of Peak Demand Tools may apply.

5.2. PTP Tools Conditions

Peak Demand Tools are subject to availability and may be in used condition when initially delivered to the Customer.

5.3. Daily Peak Demand Fee

Customer specific prices may apply, the Peak Demand Fees for the different Peak Demand Tools and overdue Loan Tools are provided on [Hilti Online](#).

5.4. Damage, Loss or Theft of PTP Tools

Hilti will provide the FM Repair Service also to PTP Tools, the conditions in clause 4.1 apply accordingly. If a PTP Tool is damaged due to Misuse, Customer shall pay the repair or replacement costs. In case a PTP Tool is lost or stolen, the Customer will be charged 50% of the list price applicable at the time the loss or theft is reported to Hilti.

6. Payment of Total Fleet Fees

- 6.1. The Total Fleet Fee will be invoiced immediately and is due as per customer payment term. Hilti may adjust payment terms from time to time.
- 6.2. Hilti accepts Bank Transfer, Post Dated Cheque, Current Dated Cheque or Letter of Credit as payment method under this Agreement.

7. Misuse

FM Tools and PTP Tools 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 improper use, repair, or use other than the normal purpose, the Customer shall be liable for the loss, damage or repair costs. FM Tools and PTP Tools shall only be used with the corresponding tool inserts, parts, accessories and consumables of Hilti or with other products of equivalent quality. The Customer will not offer the PTP Tools 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.

8. Data Protection

- Customer and Hilti are separate and independent data controllers under applicable data protection laws, each responsible for their own compliance.
- Customer warrants the lawfulness of any personal data provided to Hilti (for user account management, repair & delivery management, invoicing etc.) and confirms appropriate rights and permissions have been obtained. Hilti may share data with its group companies and third-party service providers as necessary for the services. For details, please consult the privacy policy at [LINK](#).
- Where Customer uses Hilti platforms (e.g. Hilti ON!Track, Hilti Online), usage and data processing on those are governed by their respective terms.

9. Term of Agreement

9.1. Termination

- This Agreement becomes effective upon acceptance by both parties, and shall remain in effect indefinitely, until terminated by either party according to this clause 10.1.
- This Agreement may be terminated with immediate effect by a party at any time in writing (text form), if:

- 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 (i.e. payment of Total Fleet Fee is overdue by at least 30 days) and/or misuse as defined in clause 8 is in particular considered a material breach; or
- b) the other party becomes insolvent (bankrupt), seeks deferred payment authorization, commences liquidation or otherwise enters into such proceedings with creditors in or out of court; or
- 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; or
- Both parties may terminate the Agreement in writing (text form) with a notice period of 30 days, if there are no running Tool Contracts, PTP Tool contracts and/or outstanding payments open.

9.2. Effect of Termination

Upon termination of this Agreement for any reason, all Tool Contracts and PTP Tool contracts are automatically terminated, and the Customer shall immediately return all PTP Tools to Hilti. In addition, if this Agreement is terminated by Hilti pursuant to clause 10.1 lit. a) above, the Total Fleet Fee will not be reimbursed to the Customer. In any case, Customer shall have to pay the costs for the pick-up and return of the FM Tools and PTP Tools if the Agreement is terminated for any reason.

10. Miscellaneous

- Unless otherwise regulated in this clause 11, amendments to this Agreement can only be made in writing.
- Hilti may modify the terms of this Agreement at any time as follows: the modified Agreement will be sent by e-mail to the contact e-mail address stated by Customer upon first acceptance of the Agreement. Customer shall be deemed to have accepted the modified Agreement, if not rejected by the Customer in writing within 30 days of its receipt. If Customer does not object in writing to such amended terms before their effective date, this Agreement, and all Tool Contracts and PTP Tool Contracts, whether then pre-existing or thereafter added, shall be governed by such amended terms unless otherwise stated; except the Total Fleet Fee for pre-existing Tool Contracts may not be amended. In the event Customer objects as set forth above, Hilti may terminate this Agreement and all Tool Contracts with immediate effect, in which case clause 10.2 shall apply.
- Customer must inform Hilti promptly if the contact person stated upon first acceptance of the Agreement changes and state the contact details of a new contact person who is authorized to accept changes to this Agreement. However, Hilti is authorized to also accept orders for new Tool Contracts and for PTP Tools under this Agreement from any other person in the Customer's organization regarding whom Hilti has good reason to believe that such orders are part of their area of responsibility.
- 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.
- 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.
- The Customer is not entitled to offset possible own claims against claims of Hilti or of third parties to whom Hilti has

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assigned its rights and/or transferred its obligations under this Agreement.

- This Agreement and its Annexes, Tool Contracts and Tool List include all agreements between the parties with respect to the subject matter of the Agreement, and shall supersede all previous written, oral and implied agreements made between the parties in this respect, unless expressly agreed otherwise in writing.
- 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 amounts actually paid by the Customer to Hilti under the Contract. Hilti excludes any liability for consequential losses.

- Except as otherwise modified herein, Hilti's terms and conditions of sale, available under [LINK](#) form an integral part of this Agreement and additionally apply to any services, products and consumables provided to the Customer in connection with this Agreement. In case of discrepancies between this Agreement and the Hilti terms and conditions of sale, this Agreement shall prevail