



HILTI (NEW ZEALAND) LIMITED

TOOL SERVICE TERMS & CONDITIONS (“Tool Service Terms”)

1. Hilti Tool Service

- 1.1. All repairs undertaken by Hilti are performed in the Hilti Tool Service Centre (TSC) Hilti trained technicians and using only genuine Hilti replacement parts.
- 1.2. Should the customer at any time decide on his/her own to render tool servicing that is performed by either the customer him-/her-self and/or by 3rd parties, which is not in accordance with the manufacturer’s guidelines, Hilti’s tool service benefits outlined in these Tool Service Terms shall be null and void.

2. No Cost Period

- 2.1. For up to an initial two-year period, starting from the date the tool was purchased from Hilti, all repairs will be provided to the customer free of charge. Provided that the tool has not been subjected to any misuse or neglect, see clause 10. This includes:
 - 2.1.1. Collection and transportation costs
 - 2.1.2. Labour costs
 - 2.1.3. Faulty parts and parts subjected to reasonable wear and tear
 - 2.1.4. Servicing when indicated by the service indicator on the tool
 - 2.1.5. Functional check, adjustment and safety check
- 2.2. For diamond systems with an operating hours counter, the No Cost Period applies for 2 years or 200 hours, whichever is earlier.
- 2.3. At the end of the No Cost Period, tool repair costs will be charged to the customer unless covered under the 20-year-free-of-manufacturing-defect warranty. For Hilti repair charges, see clause 3.

3. Repair Cost Limit

- 3.1. At the expiration of the No Cost Period, Hilti sets a Repair Cost Limit (RCL) for the lifetime of the tool. For repairs requested by the customer outside of the initial No Cost Period, Hilti will invoice the customer a maximum of 30% of the Recommended Retail Price (RRP) of the corresponding new tool (Repair cost Limit) plus GST, provided that the tool has not been subjected to any misuse or neglect, see clause 10.
- 3.2. If the actual cost of the repair remains below the Repair Cost Limit, Hilti will charge only the actual cost of spare parts and labour.

- 3.3. The RRP is the price shown on <https://www.hilti.co.nz/> at the time of the repair(s).
- 3.4. Hilti reserves the right to adjust the calculation basis of the Repair Cost Limit without any prior notice.
- 3.5. For 3 months after every charged functional repair, a 3-month No Cost Period will apply; see clause 2.
- 3.6. The 3-month No Cost Period commences from the time a charged repair is dispatched from Hilti's Tool Service Centre and is deemed to end if no repair order is received for the same tool within 90 days from dispatch.
- 3.7. The Repair Cost Limit will apply for the lifetime of the tool on the condition that Hilti carries out all repairs over the tool's life.

4. 20-year-free-of-manufacturing-defect warranty

- 4.1. For a period of 20 years, starting from the date of purchase, and provided all repairs are carried out by Hilti, Hilti will repair or replace, free of charge, parts or the tool that breaks as a result of defects in materials or workmanship during the production of the tool.
- 4.2. Related batteries and chargers are only eligible for replacement.
- 4.3. If spare parts are unavailable, it is at Hilti's sole discretion whether to repair or replace the tool or refund the tool purchase price.
- 4.4. General Terms and Exclusions apply, see clause 8.

5. Time Promise

- 5.1. Hilti will repair and return the tool to the customer within 5 working days or the repair will be free of charge, excluding rural addresses.
- 5.2. All tools for repair must be sent to Hilti individually, to enable tracking of each tool and serial number. The Time Promise does not apply to tools that are packaged and sent to Hilti together.
- 5.3. Hilti is not liable for any damages or losses caused by late delivery of a repaired tool.
- 5.4. Exclusions apply. For a full list, see clause 9.

6. Pre-approvals, Quoted Repairs and Process

- 6.1. If the customer requires a purchase order number before a repair can proceed then the Purchase Order number must be provided at the time of booking in the tool repair, otherwise repair delays may occur.
- 6.2. Customers may choose to eliminate repair quotes and decrease turnaround times by pre-approving charged repair costs up to the Repair Cost Limit.
- 6.3. Should the customer provide Hilti with written advice that they pre-approve all future

Hilti repairs up to the maximum Repair Cost Limit, Hilti will proceed without notice and the repair will be eligible for the Time Promise.

- 6.4. Hilti will proceed with the repair without notice or quotation when the estimated repair cost is less than or equal to the applicable Minimum Quotation Value (MQV) for the relevant tool type listed below. The MQV includes freight costs and excludes GST.

6.4.1. NZD 250: Battery-powered tools (Cordless drills, impact drivers and similar cordless tools).

6.4.2. NZD 300: Reciprocating/sabre saws

6.4.3. NZD 400: Drilling and fastening tools (Rotary hammers, hammer drills and fastening tools).

6.4.4. NZD 400: Measuring tools (Advanced Layout, lasers, detectors and measuring equipment).

6.4.5. NZD 500: Demolition tools (Breakers and demolition hammers).

6.4.6. NZD 500: Cutting, grinding and diamond tools (Angle grinders, cut-off saws, diamond drills and coring tools, wall saws and wire saws).

6.4.7. NZD 500: Dust extraction equipment (Vacuum cleaners and dust extractors).

- 6.5. Repairs Hilti will provide a quotation for customer approval before proceeding with the repair when the estimated repair cost exceeds the applicable Minimum Quotation Value (MQV) for the relevant tool type listed below. The MQV includes freight costs and excludes GST.

6.5.1. NZD 250: Battery-powered tools (Cordless drills, impact drivers and similar cordless tools).

6.5.2. NZD 300: Reciprocating/sabre saws

6.5.3. NZD 400: Drilling and fastening tools (Rotary hammers, hammer drills and fastening tools).

6.5.4. NZD 400: Measuring tools (Advanced Layout, lasers, detectors and measuring equipment).

6.5.5. NZD 500: Demolition tools (Breakers and demolition hammers).

6.5.6. NZD 500: Cutting, grinding and diamond tools (Angle grinders, cut-off saws, diamond drills and coring tools, wall saws and wire saws).

6.5.7. NZD 500: Dust extraction equipment (Vacuum cleaners and dust extractors).

- 6.6. Repair quotes will remain open for fifteen (15) calendar days from the quote's creation

date. Hilti will make all reasonable attempts to contact the customer with the quote throughout the 15-day period. Where the customer accepts a charged repair quote, payment of the quoted amount is required within fifteen (15) days of the repair quotation being issued (unless otherwise agreed in writing by Hilti).

- 6.7. If the customer is uncontactable, does not reply or chooses not to proceed with a charged repair within fifteen (15) calendar days from the quotation date, the quote will be closed, and the tool may be returned unrepaired and disassembled. If the customer does not respond within fifteen (15) calendar days from the quotation date, Hilti may dispose of the tool after that 15-day period.

7. Delivery charge

Hilti will only charge delivery fees for repairs outside the No Repair Cost period; see clause 2.

8. General and Exclusions

- 8.1. WSR and SR reciprocating saws (WSR 900, WSR 1250 PE, WSR A-22, SR 30, SR 6-22, SR-10, SR 2-A12, SR 4-22) used in pallet manufacturing / re-working or auto-wrecking industries are not covered by Hilti Tool Service.
- 8.2. DSH gas saws (DSH 900-X, DSH 700-X) are covered by the 20-year-free-of-manufacturing-defect warranty. However, they are not covered by our wear & tear coverage.
- 8.3. Accessory items which are added attachments to the tool and are not part of the tool body are not covered by Hilti Tool Service – such items include but are not limited to dust removal attachments, pole tool extensions, vacuum accessories, guide rails and other such items classified as “Accessories” on Hilti website <https://www.hilti.co.nz/>
- 8.4. Consumables including but not limited to magazines, fastener guides, pistons and buffers in direct fastening tools, filters for vacuum cleaners and gas saws, pull cord assemblies and detachable power supply cords are not covered by Hilti Tool Service. Repair or replacement cost of these items shall be at the customers' expense.
- 8.5. Hilti does not offer partial repairs, only full functional repairs to restore the tool to factory standards for maximum performance.
- 8.6. Any self-repair beyond the allowed serviceability parts will null and void all warranties.
- 8.7. Stolen tools must be reported to Hilti immediately and tool serial numbers provided.
- 8.8. Tools from customers on credit block will not be collected or booked for Hilti repair.
- 8.9. The Repair Cost Limit and 3-month No Cost Period on repaired tools do not apply to batteries and chargers.
- 8.10. Hilti reserves the right to deny the repair cost limit for customers who misuse tools or damage tools beyond normal working conditions.

9. Time Promise Exclusions

- 9.1. Advanced layout tools (POS, PLT), Heavy diamond tools (DS tools and wall saws), DD 350, DD500, mining tools (TE MD), PS 1000, PS 250, PS 200, Hat 28, DPG 100, DSH 900-X, DSH 700-X, Anchor Tester 4.
- 9.2. Bespoke produce, special equipment / non-standard list items.
- 9.3. Tool repairs which need clarification from the customer to complete the repair.
- 9.4. Tools which have been returned to Hilti for a repair quote request.
- 9.5. Deliveries which are denied, refused or rescheduled by the customer.
- 9.6. Tools which are shipped as dangerous goods.
- 9.7. Repairs collected from the customer by a third party not instructed by Hilti.
- 9.8. Items which never received a serial number from Hilti.
- 9.9. Addresses containing Rural Delivery Postcodes.
- 9.10. Deliveries which are delayed by a Force Majeure event.
- 9.11. Days when Hilti Tool Service Centre is not operational due to holidays or other special occasions.
- 9.12. 10 working days before and after Christmas Holiday period.
- 9.13. Repairs collected from the customer by the Hilti account managers are excluded. Only courier pick-ups are included.

10. Misuse and Neglect

- 10.1. Hilti 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. Hilti tools shall only be used with the corresponding tool inserts, parts, accessories, and consumables of Hilti or with other products of equivalent quality.
- 10.2. Damage to the tool caused by:
 - 10.2.1. Water Damage
 - 10.2.2. Fire
 - 10.2.3. Rust or corrosion
 - 10.2.4. Insect infestation
 - 10.2.5. Power outages or surges

11. Hilti General Terms and Conditions of Sale & Services Apply

- 11.1. This is a supplemental document to Hilti's General Terms and Conditions of Sale & Services ("General Terms") which are available at <https://www.hilti.co.nz/>
- 11.2. Unless otherwise specified, the terms and provisions contained in the General Terms shall remain unchanged and apply with full force and effect.
- 11.3. In case of doubt or any discrepancy between the Tool Service Terms and the General Terms, the latter shall prevail.