General Terms and Conditions of Sale & Services

1. These Terms

1.1. Scope: These General Terms and Conditions of Sale & Services ("**GTC**") of Hilti Philippines Inc. (collectively "**Hilti**", "**we**", "**us**" or "**our**") apply to all our offers, quotations, and contracts for the deliveries of our products (e.g., tools and consumables) and related services as described on our website https://www.hilti.com.ph/ (Our "Website"). These terms also apply to advice or suggestions, including those we provide through our website. Essential information on product specifications, service scope and any relating limitations) published at our Website form part of these GTC. If any conflicts arise, the present GTC take precedence, unless Hilti states otherwise in writing. References to "**Customer**", "**you**" or "**your**" all pertain to the buyer of our products and recipient of our services. We reserve the right to change these GTC at any time, see section 14 below.

1.2. Special terms: Hilti special terms and conditions apply to specific solutions, such as Hilti software solutions and individually agreed sales and/or services contracts. In case of any conflict, these special terms and conditions will take precedence over these GTC.

1.3. Availability: The most recent version of our terms is available in our physical stores ("**Hilti Stores**"), through our Customer Service, your Account Manager, your Field Engineer and on our Website.

2. Offers, Orders and Order Confirmations

2.1. Our offers: Our offers (including quotations and price agreements) are always non-binding and can be adjusted unless otherwise indicated. This includes all descriptive details such as specifications, advertising materials, samples, technical information, and illustrations found in our catalogues, brochures, or on our website.

2.2. Your order and acceptance of our GTC: Regardless of how your order or service request is placed with Hilti, you accept these GTC as the only terms applicable to that order or service request to the exclusion of your own general terms and conditions, even if not expressly rejected by us.

2.3. Your registration and acceptance of our GTC: In addition to clause 2.2, when you register with us by creating or asking us to create a **Hilti Customer Account**, we assign you a customer number, creating a permanent business relationship. By registering, you accept these GTC apply as **Framework GTC** to all business dealings resulting from this relationship, including future offers, quotations, and contracts, in the version current at the time of your registration. At the same time of registration, you confirm that you are authorized to represent the legal entity you act on behalf of. If not, your organization remains fully bound by any actions performed under the registered account. The management of your Hilti Customer Account (including ordering, payments, and repair requests online) is your ultimate responsibility. This includes managing and controlling your legal entity's authorized ordering and payment processes, as well as managing and controlling the appropriate access rights and user roles. It also applies to any change your legal entity's requests Hilti to implement to in your Hilti Customer Account. You must ensure only your legal entity's authorized employees and users have the appropriate permissions to access, use, order and buy via your Hilti Customer Account and waive any right in connection with unauthorized representation.

2.4. Your confirmation: Our products and services are intended exclusively for **professional use** within the Philippines. We do not sell to private consumers. By accepting these GTC, you confirm to be a professional end user, and an individual authorized to act on behalf of a legal entity, using our products and services for professional purposes only.

2.5. Contract formation: You have a contract for an order with us once you receive our order confirmation or upon delivery of the ordered products or services - whichever occurs first.

2.6. Change, cancellation & returns: You may not change or cancel an order, or return delivered products, unless explicitly allowed by Hilti in writing. Non-stocking, non-standard items, or chemical products with expiry dates are strictly non-refundable. Duly authorised returns:

(a) shall be sent to Hilti's premises at your expense;
(b) may be subject to a handling charge of 20% of the value of the products; and
(c) must be in the same condition as originally supplied to you.

3. Prices

3.1. Pricing: Your individually agreed prices as shown in your Hilti Customer Account apply to our products and services, otherwise the Hilti standard price list applies. All prices are exclusive of Goods and Services Tax (GST) and all other applicable taxes and duties. You agree to pay for all and any local taxes or charges as appropriate. Pricing may vary depending on quantities or combinations of items.

3.2. Adjustments: We reserve the right to adjust price before invoicing to reflect changes in wages, costs of raw materials, materials, production, new or increased tariffs, inflation, or currency. We will inform you of any price changes. When you have accepted these GTC as Framework GTC, the same applies for any ongoing contracts you have with us since your registration.

4. Payment terms

4.1. Invoices: You must pay all your invoices within **30 calendar days** from date of invoice, or Hilti has agreed otherwise in writing. Unless otherwise stated on the quotation or invoice, you shall pay us immediately when you place an order with us. Payments must be made in full - without any deductions, withholding, sets-off or counterclaims - unless otherwise agreed for undisputed or legally established receivables. When applicable, you shall provide Hilti with the required Certificate of Withholding Tax (CWT), BIR Form 2307, as required by the Bureau of Internal Revenues with all payments. Only non-cash payments are permitted. Hilti reserves the right to change the payment terms (including method) from time to time.

4.2. Late payment: If you miss the payment deadline; you are in default and agree to pay all Hilti's costs related to collecting overdue payments. This includes interests, adjustments, and any other reasonable expenses such as legal and collection fees. The interest to be paid is 12% per annum, payable on the first business day of each month, on any unpaid invoices and/or any other overdue payments due from you.

4.3. Ownership: We retain ownership of the products until we receive your full payment (retention of title). You must handle the products with care, insure them against all risks, and you use them as intended. Until full payment is made, you may not pledge, sell, or transfer the products. If you fail to pay; we can reclaim the products without notice.

4.4. Payment difficulties: If you default on payment, stop making payments, initiate debt settlement, or if we suspect you cannot meet your payment obligations, all amounts owed become immediately due. We may execute outstanding deliveries only against prepayment, suspend deliveries, offset claims, and/or terminate the contract without liability for compensation, while retaining our right to payment for deliveries and compensation for costs incurred. Notify Hilti of any invoice errors within 7 calendar days from the date of invoice.

5. Delivery of Products and Services

5.1. Place, Incoterms, costs, and time of delivery: We deliver our products and services exclusively to addresses within the Philippines and therefore cannot be held responsible for the marketability (including delivery) of the products and services outside the Philippines. You designate the delivery address and for products, select the shipping method for the order according to available shipping options. Any stated dates for delivery, means business days which is a day other than Saturday, Sunday or a public holiday. You pay the freight charges for the selected shipping method. We can decide on partial deliveries and any charges for urgent orders. In case of defects in partial deliveries, you are not entitled to cancel the remaining undelivered orders. Any additional logistics services fees will be added to your invoice via a Hilti designated mode. Freight charges and logistic fees are available at the Delivery Services Webpage in our Website (https://www.hilti.com.ph/content/hilti/A2/PH/en/support/info-center/delivery-services.html), surcharges may apply depending on market conditions. Charges, fees and shipping method are subject to change. If no place of delivery and Incoterm (designating moment of transfer of risk) has been agreed upon, delivery shall be ex works (Incoterms 2020) at our central warehouse, regardless of whether Hilti arranges the transportation. Unless delivery to your location was agreed, you are responsible for collecting the products from our chosen location.

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5.2. General delivery conditions: Ensure a contact person is available, responsible for receiving the products and services to be rendered. You must give us and our subcontractors suitable and safe access to the delivery address/job site, ensuring sufficient and safe facilities are available on site to perform the delivery. Hilti is not liable for delays, waiting times or business interruptions due to unannounced site conditions. In case of any delivery issue due to the incorrect information provided by you, you shall bear the related additional shipping/delivery/other costs. You agree that ensuring safe environment for delivery is your obligation and lack of it is therefore breach of contract by you, meaning you are responsible for any injury or damage to Hilti's and Hilti's subcontractor personnel or property, except where caused by Hilti's or its subcontractors' gross negligence or willful misconduct.

5.3. Conditions rendering services: When requesting services at your premises, ensure Hilti personnel have safe, unobstructed access and necessary facilities. Ensure all required permissions, permits, and licenses are in place. You must make available adequate power, lighting, heating, and other necessary facilities, including storage space for the materials for the services. You are responsible for the site to be suitable, clear of hazards, and you must provide necessary facilities for Hilti's personnel to comply with relevant laws and Hilti's reasonable requirements. You are responsible for any injury or damage to Hilti personnel or property, except for Hilti's or subcontractors' negligence. Services are considered complete upon notice of completion or acceptance. Payment is also due when Hilti is ready to perform the services but is prevented from doing so because of your missing cooperation or your necessary assistance (e.g., unavailable test components or parts); the conditions at your premises or facilities at the agreed time; or your failure to meet contract obligations.

5.4. Delivery estimates: Delivery times are estimates. You accept all risks associated with delays and will not suspend or terminate the contract. If delays occur beyond our control, delivery time will be extended. If we cannot deliver within a reasonable period due to lack of supply or Force Majeure, we may withdraw from the contract for undelivered items. Hilti is not liable for costs or damages caused by delays, nor provides refunds in such case.

5.5. Force Majeure: Hilti or you are not liable for any breach, non-performance or delay in performance of a contract caused by Force Majeure. "**Force Majeure**" means the occurrence of an event or circumstance that prevents or impedes one party from performing one or more of our contractual obligations to the other party, if and to the extent : (a) that such impediment is beyond the reasonable control of the affected party; and (b) that it could not reasonably have been foreseen at the time of our

acceptance of your order or service request or if applicable at the time of your registration with us (see clause 2.3); and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected party. Examples of Force Majeure include (i) war, hostilities, invasion, act of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, new or increased tariffs or customs requirements, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic, pandemic, unusual inclement weather, unfavorable weather conditions (whether foreseeable or not), act of God, floods, natural disaster or extreme natural event; (vi) explosion, fire, accident, destruction of equipment, prolonged breakdown of transport, telecommunication, information system or energy; (vii) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises. Should Hilti be prevented from delivering the products or supplying the services as a result of Force Majeure, it shall be entitled to delay or cancel the supply of the services, delay or cancel delivery or to reduce the amount of the products to be delivered.

5.6. Your inspection obligation: Ensure a contact person is available, responsible to confirm and inspect the delivered products and services and any related invoices immediately upon receipt. Refuse and return damaged deliveries by the same carrier to sender as shown on the delivery notice, or notify Hilti immediately for return instructions. Notify us of any defects or errors by registered letter or e-mail within 5 calendar days of receipt, accurately itemizing and substantiating the defects or errors. Failure to notify within this period will be deemed acceptance of the products and services and you lose the right to make a complaint.

5.7. Export Control: You represent that you comply with applicable export control, customs and sanctions regulations ("Trade Compliance Laws"), including those of the European Union, Switzerland and other applicable jurisdictions. You must not sell, export, re-export, or transfer the products in violation of Trade Compliance Laws, and must ensure that equivalent obligations apply to subsequent purchasers or users. You represent that they are not a sanctioned party and are not majority owned or controlled by a sanctioned party. You are obliged to provide Hilti with all information required for compliance with such laws, including accurate information concerning the end-use, and promptly notify Hilti of potential breaches of Trade Compliance Laws. You will notify Hilti if its ownership or control changes or if you become a sanctioned party or become owned or controlled by one. You are obliged to indemnify and hold Hilti harmless from losses, fines, (third-party) claims, and costs (including attorney's fees) arising from their non-compliance, unless the competent authority or court rejects the claim. Hilti may suspend or terminate performance where required because of actual or suspected violations of Trade Compliance Laws. Hilti is not liable for resulting delays or losses.

6. Your Usage

6.1. Respecting compliance: Hilti products and services comply with all applicable regulations and standards in the Philippines, and detailed installation and usage instructions are provided. Unless otherwise agreed in writing, our products and services are intended for use only within the Philippines, based on applicable technical and regulatory standards. When buying and using Hilti products and services, you are responsible for following all relevant laws, regulations, technical and construction standards, and providing us with accurate and complete information about your intended use. Hilti does not provide any installation or related supervisory services. Hilti is not liable to inspect nor to confirm that its products have been properly installed in accordance with operating instructions, state-of-the-art practices or other requirements. To the extent legally permissible, Hilti and its employees are not liable for any non-compliance in these areas or any failure to comply with any specific requirements from you or any third-party.

6.2. Decision-making: Any advice, recommendations, or information provided by Hilti regarding the use, fitting, suitability, or compatibility of our products and services are based on the best available information and are followed at your own risk. Before using our products or services, you are responsible to test and investigate these sufficiently to form an independent judgment if (a) our products or services are suitable and compatible for your intended use; (b) the required training for you and your employees fits your needs; (c) you can meet the required level of ongoing maintenance for the products; (d) the premises are adequate for the products and services to be used. Any advice, statements, information, or recommendations we provide to you free of charge is non-binding and only serve as an initial guidance. You remain responsible for verifying whether such non-binding advice is suitable for your intended use.

6.3. Critical usage: If products are critical for your continuous operations to run your business, ensure you have sufficient spare products in stock and in working conditions to avoid disruptions in your operations and efficiency of your production and services.

7. Warranty and guarantees

7.1. Legal warranty: Unless stated otherwise in this section, we warrant our products are free of defects in material or workmanship for a period of 12 months after delivery. Submit a written claim if you find a defect. If the defect is confirmed and attributable to Hilti, we will within a reasonable period at our sole option and discretion (i) refund the purchase price and take back the product, (ii) repair the defect at no charge, or (iii) replace the product. For the avoidance of doubt and where applicable, Hilti will not be responsible for the costs of any dismantling, removal, reinstallation and/or transportation of the products. Services are performed on a commercially reasonable best-efforts basis. Submit a written complaint for non-conformity within 12 months from the date of completion of the Services. If the defect is confirmed and attributable to Hilti, we will at our sole option and discretion, either (i) refund the service price or (ii) reperform the service.This warranty applies only to services performed on-site.

7.2. Hilti Tool Warranty: In addition to (and not instead of) the legal warranty as under clause 7.1, Hilti gives an extra warranty to all our tools, except those listed as excluded on our website. You can find our Hilti Tool Service Terms and Conditions, including the list of excluded tools on the Tool Services Webpage (https://www.hilti.com.ph/content/hilti/A2/PH/en/support/info-center/hilti-tool-service.html). Hilti can exclude other tools as covered by the Tool Warranty for future purchases at any time, with the effect for tools delivered thereafter. With Tool Warranty, we warrant:

(a) 20-year-Free-of-Manufacturing-Defect Warranty: Repair or replacement of parts or the tool that break as a result of defects in materials or workmanship during the production of a tool for 20 years starting from the date of purchase. Related batteries and chargers are only eligible for replacement. 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.

(b) No Cost Period: For first 2 years free tool repairs (or earlier period as per our Hilti Tool Service Terms and Conditions), calculated from the date of purchase. This includes damage resulting from normal wear and tear, spare parts, labour and shipping.

(c) Repair Cost Limit: After the expiry of the No Cost Period, Hilti will repair defective tools based on its standard repair price list, but with a cost repair limit as per our Hilti Tool Service Terms and Conditions. If your tool needs another repair within 1 month of the paid repair, Hilti will not charge you the costs for the labor, parts and shipping. Hilti in its own discretion, may also choose to provide a new tool or refund the purchase price.

(d) Time Promise: If repairs take longer than the time periods as per our Hilti Tool Service Terms and Conditions, Hilti will waive the repair price. The Time Promise is a promise, not a fixed delivery period or a guarantee, and the waiver of the repair price is the only compensation for delays, and does not give rise to a legal entitlement to compensation of any performance obligation. Any claims in case of longer repair periods or other circumstances causing delay (e.g., transportation) are excluded. Hilti is not liable for any damages or losses caused by delays in repair delivery (including those resulting from business interruption. The Time Promise does not apply in case of Force Majeure, for excluded tools, for excluded geographical areas and for repairs requiring quotations.

7.3. Our commercial warranties for inserts: During the warranty period described at clause 7.1, we will replace your Hilti hammer drill bits TE YX Ultimate (SDS Max) and TE CX Ultimate (SDS Plus) as soon as the wear mark is visible. This offered replacement is regardless of whether the insert is damaged by normal use in the course of your ordinary business or damaged as a result of defects in materials or workmanship and is without admission of Hilti's liability. Further claims under our commercial warranties for our inserts are excluded, and Hilti is not liable for any other damages or losses (including business interruption). Your mandatory legal warranty rights in case of product defects remain unaffected.

7.4. Our commercial warranty for Diamond consumables: During the warranty period described at clause 7.1, any Hilti DS-B diamond saw blades, DC-D diamond cutting discs, AC-D, AG-D abrasive inserts, DG-C diamond cup wheels, and diamond core bits that are damaged as a result of defects in materials or workmanship, will be replaced free of charge. Further claims under our commercial warranties for our inserts are excluded, and Hilti is not liable for any other damages or losses (including business interruption).

7.5. Exclusions: The warranty and guarantees as provided in this section 7 do not apply if you have not fully paid for the product. The guarantee will also not apply, if the defect for which the guarantee is claimed has been caused: a) by acts or omissions by you, including but not limited to intentional damage, misuse, abnormal use or use in abnormal conditions, non-compliance with safety instructions or improper storage, handling, installation, maintenance, repair or application, non-compliance with the instructions, operation manuals and/or certificates provided orally or in writing to you by or on behalf of Hilti; b) by changes or modifications to the product other than those intended during normal use (including Hilti's approved self-repair for certain products); or c) by any incompatibility between the product and any other products, systems and parts not approved or produced by Hilti. In these circumstances, you will be liable for any resulting loss, damage or repair costs. Hilti reserves the right not to offer the warranty and or provide service if these conditions are not met.

7.6. All warranties, conditions, guarantees or other terms implied by statue, custom usage or otherwise are excluded to the fullest extent permitted by law.

8. Our Repair Services

8.1. Scope: This section 8 applies to Hilti's repair services including Maintenance and Calibration Services and as published on our Tool Services Website (https://www.hilti.com.ph/content/hilti/A2/PH/en/support/info-center/hilti-tool-service.html), regardless whether they are in-or-outside the warranty and guarantees as described in section 7. By submitting a request for repair or calibration services to Hilti, you agree to these terms under which the repair or calibration services will be conducted.

8.2. Your repair request: Use our online self-service area to quickly order repairs. Upon your repair request, we confirm per e-mail your request with a tracking link. Equipment that has been knowingly used in areas containing asbestos or contaminated with hazardous substances must not be returned to Hilti for any subsequent services (including repair). Such equipment must be handled and disposed of as hazardous waste in compliance with the applicable laws and regulations of the country where the equipment is located. You as customer are responsible for ensuring proper labeling, documentation and proof of compliant disposal. If such a product is returned, you will be fully liable for any resulting costs and damage. Hilti is under no obligation to accept, repair, or service these products and disclaims all liability and warranty. Hilti reserves the right to return such products at your cost and to seek indemnification for any damages or regulatory penalties incurred.

8.3. Submission and ownership: Once you submitted your product to Hilti or its agent for repair, Hilti has a general lien on your product for all debts owed, including repair costs. We may refuse repair services if the product is not fully paid for, or reported as stolen or lost. Hilti reserves the right to verify ownership before accepting any repair request.

8.4. Repair process and costs: You must approve all quotations for the repair before Hilti commences any repair work. Any transportation cost will be added to that value. You may also agree with Hilti on an individualized automatic repair approval process (including thresholds). In both cases, for values higher than the indicated value in these terms or agreed upon individually, a quotation will be generated to be approved to you according to the present terms and conditions. For out-of-warranty repair requests, you will owe us the costs for the work performed, including diagnostics and disassembly, regardless of whether the repair is ultimately carried out. These costs are detailed in our quotation. If you decide not to proceed with the repair after receiving the quotation or do not respond to the provided quotation within **15 working days**, despite a final reminder sent, Hilti may, at its discretion, return the tool in a disassembled state or after notifying you, dispose of the tool after your written confirmation or failure to respond to the notification within **15 working days**, provided a final reminder has been sent. Hilti reserves the right to invoice you for any costs incurred during the disassembly and inspection process, including transportation costs. When disposing the tool, any parts eligible for reuse becomes Hilti's ownership and Hilti is entitled to reuse those under these GTC. If the service cost exceeds the estimate stated on the quotation, you will be asked whether you wish to proceed with the repair at the higher price. In such case, the repair will only take place once you give your consent.

8.5. Parts and exchanges: Hilti may carry out repairs using new or reconditioned parts that meet Hilti's applicable quality, functional and safety standards for the intended repair. If the product submitted for repair cannot be repaired for technical or economic reasons, if required spare parts are unavailable, or if the product's condition or prior repair history indicates that providing a replacement product is more appropriate to meet Hilti's applicable quality, functional and safety standards, then, for repair requests under the warranties described under section 7 or covered under the No Cost Period, Hilti may provide a replacement product, which may be new or reconditioned, provided that it meets Hilti's applicable quality, functional and safety standards for such replacement products. A replacement product may be a different physical unit from the product originally submitted for repair and will generally have a different serial number. The provision of a replacement product fully satisfies Hilti's obligations in respect of the repair request. Any parts removed during the repair process and any product replaced, exchanged, traded in or surrendered as part of a repair or exchange service will become the property of Hilti. Any replacement parts installed or replacement products provided will become your property. Unless expressly agreed otherwise in writing, any product originally submitted for repair that is replaced by Hilti will remain with Hilti. Any product, component or part that becomes Hilti's property under these GTC, including through replacement, exchange, trade in, surrender, non-collection or disposal authorisation, may be inspected, dismantled, tested, sorted, reconditioned, reused, or otherwise processed by or on behalf of Hilti. Any repair or exchange service requested or accepted by you constitutes a contractual service provided by Hilti, and these Terms apply to such service.

8.6. Collection and disposal: We may keep the item you provided us for repair, until repair costs are paid. If you fail to pick up a repaired item within **15 working days** of notification, we may charge for storage or send it to you at your expense. If the item is not collected within **15 working days** after notification, Hilti may dispose (sell it, donate it, remove parts, or scrap it).

8.7. End-of-life handling: Where Hilti may accept your products by taking them back outside a repair or exchange request, title to such products transfers to Hilti upon acceptance, unless otherwise agreed in writing. Products accepted under such take-back arrangements are deemed surrendered to Hilti for the purposes of Section 8.5, and Hilti may process them accordingly.

8.8. Calibration Services: Whenever you request Hilti's calibration services to test and re-adjust your Hilti measuring tools, Hilti Calibration Certificates are based on the manufacturer's standards and correspond to a declaration of conformity according to ISO/IEC 17050-1.

9. Liability and indemnification

9.1. Liability: Hilti, including our legal representatives and Hilti personnel, is in no event liable for, and you hereby agree to waive and indemnify Hilti from and against, all claims related to special, direct, indirect, incidental, consequential, financial and any other damages including but not limited to damages related to delay in delivery dates, business interruption, loss or reduction of turnover or profit, interruption and/or loss of productivity, loss of interest, goodwill, financing, use or reputation, arising out of or related to the sale, use, or inability to use the product or service, including costs and legal costs, even if caused in whole or in part by the negligence of Hilti.

9.2. Indemnity: You agree to be liable for and indemnify us against all claims, damages, and costs resulting from your breach of these GTC, any law, regulation, nationally accepted standard or code, or from your misuse of the products and services. You are solely responsible for compliance with all applicable laws, rules, regulations, and codes regarding the handling, use, transportation, or disposal of products.

9.3. Limitation of liability: Subject to the clauses 9.1 and 9.2, our total liability (whether in contract, tort including negligence, misrepresentation or otherwise) under or in connection with the performance, breach of statutory duty or contemplated performance of the contract, or based on any claim for contribution or indemnity, will not exceed the amount of the invoice under the contract. In case of multiple orders under one contract, liability connected to certain product or service is capped with the contractual values of that item or service. You waive your claim to the extend in exceeds this limitation.

10. Intellectual Property

All intellectual property related to the products and services, or created during the contract, is exclusively property of Hilti Corporation, Hilti's parent company. These GTC do not give you the right or license to use Hilti Corporation's intellectual property. All logos, trade names, and trademarks used by Hilti are Hilti Corporation's property. You are only allowed to use the same with Hilti Corporation's written permission. Hilti does not provide any warranty that any use of the products and services sold by Hilti does not infringe upon any right of a third party and Hilti shall not be liable for such infringement.

11. Data Protection

Where you use Hilti platforms (e.g., Hilti ON!Track, Hilti Online for your Hilti Customer Account), usage and data processing on those are governed by their respective terms. You can find our Privacy Policy on our Website.

12. Confidentiality

All trade secrets and technical, commercial, and financial information (including pricing) shared by Hilti are confidential unless publicly known. Do not share this information with third parties without our consent or use it for any other purpose than agreed in writing. If required by law to share the information, you must – where legally permitted - inform us in writing immediately first about the need and circumstances, and we will discuss how to protect Hilti's interests.

13. Suspension and termination

In the event that (a) you are in material breach of any of your contract obligations, including of not making timely payments (i.e. payment of invoice is overdue by at least **30 calendar days**; (b) any distress or execution is levied on your property or assets; (c) you (an individual or partnership) make or offer to make any voluntary arrangement or composition with your creditors, become bankrupt, or if any bankruptcy petition is presented against you; or (d) you (as a company) have an administrative receiver or administrator appointed, make a voluntary arrangement with your creditors, or if documents are filed with a court for the appointment of an administrator or notice of intention to appoint an administrator is given by you or your directors or by a qualifying floating charge holder, or you commence to be wound up, Hilti may at its discretion and without prejudice to any other right or claim terminate in part any and all of the other contracts between Hilti and you. Alternatively, Hilti may suspend further deliveries of products and/or the supply of services by written notice, unless immediate action is required to protect Hilti's interests. Hilti will promptly refund any payments made for undelivered products or services.

14. Miscellaneous

14.1. These GTC, along with any specific written agreements, constitute the entire agreement between us, replacing all previous agreements or communications related to the subject of these GTC.

14.2. Additions or amendments to these GTC must be made in writing.

14.3. Hilti may amend these GTC and any linked document referred to in these GTC at any time for future business dealings. If registered with us, changes apply immediately to new contracts under the accepted Framework GTC and take effect 30 days after notification for your ongoing contracts. If you object in writing within the said 30-day period, Hilti may decide to keep the original GTC to our future business relationship or to terminate the contract (including ongoing contracts) with immediate effect. You must inform Hilti promptly if the contact person stated upon registrations changes and state the contact details of a new contact person who is authorized to accept changes to these GTC.

14.4. You may not assign, sub-contract or in any way dispose of its rights or obligations under any contract with Hilti without the prior written consent of Hilti.

14.5. If any part of these GTC be or become invalid or unenforceable, that part will be deemed not included, but the rest of the GTC will remain valid and enforceable.

14.6. The invalid or unenforceable term(s) or the term(s) that have become invalid or unenforceable will be replaced by such terms that are closest in meaning and effect to the originally intended term(s).

15. Governing law and dispute resolution

These GTC and all contracts between Hilti and you are governed exclusively by the laws of the Republic of Philippines. The provisions of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG) are hereby explicitly excluded. Any disputes will be handled exclusively by the courts in the Philippines.