Important notice: The English language version is provided for information purposes only as a translation of the original Bulgarian version. In case of a conflict, the Bulgarian-language version shall take precedence. No claims against Hilti can be derived from translation errors.

General Terms and Conditions of Sale & Services

1. These Terms

1.1. Scope: These General Terms and Conditions of Sale & Services ("**GTC**") of Hilti Bulgaria EOOD, registered with the Commercial Register under Uniform Identification Code 030219320 (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 *hilti.bg*. 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 *hilti.bg* 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. This buyer or recipient is a natural person or legal entity acting in the course of its trade, business or profession, including a duly authorized representative in case of a legal entity. 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 *https://www.hilti.bg/content/hilti/E4/BG/bg/varios/footer-link/terms.html*.

2. Offers, Orders and Order Confirmations

2.1. Our offers: Our products and services listings (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: When placing an order or service request with us, verbally, by phone, by e-mail, other electronic messages, or online, you accept these GTC as the only terms applicable to that order or service request. You accept these terms if they are first communicated to you at the time of or together with your order confirmation by Hilti, unless you immediately cancel your order. You also accept these GTC where they are first communicated to you at the moment our products are delivered to you or our services are provided and you choose to accept the products or services. Your own general terms and conditions will not apply, 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 Republic of Bulgaria. We do not sell to private consumers. By accepting these GTC, you confirm to be a professional end user, whether as an entrepreneur or as an individual authorized to act and acting 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 after you receive our order confirmation or the ordered products or services, whichever occurs first. You may return the products to us at your own expense within 14 (fourteen) days after delivery if they have not been used, i.e. the products are clean and unopened, there are no signs of use on the products, including that the packaging and labels are intact or in the same condition as supplied, and provided that, for products with an expiration date, at least two (2) months remain before the expiration date at the time the return is requested. If the products were purchased as part of a bundle, the return may only be made for the bundle in its entirety and not for individual items within the bundle. The value of the returned products is considered to be equal to its invoiced value. The following products are non-returnable: non-standard products or products not included in the Hilti catalogue for the current year and ordered by Hilti at your express request as well as customized or special-order items procured specifically for you and not held in local stock; products with a limited shelf life; equipment that was used for demonstration purposes before being purchased by you; chemical products if the return is requested more than 48 hours after delivery due to temperature sensitive properties; any product that has been used or partially consumed, including cases where the sales unit is the entire packaging (e.g. a box of nails or cutting discs); spare parts; and long goods, including mounting channels and metal profiles. By returning the products, Customer is deemed to have unilaterally withdrawn from the particular contract, either fully (in case all the received products are returned) or partially (in case only some of the received products are returned). Hilti shall reimburse Customer the amount received for the returned products, less any costs for their delivery to Customer. Refunds will be usually made no later than 14 (fourteen) calendar days from the date when Hilti has received the returned products, provided that the condition of the returned products is in accordance with these GTC. The refund shall be made to Customer's bank account.

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. These prices are net of VAT, shipping, installation or other costs which we charge separately. Pricing may vary depending on quantities or combinations of items.

3.2. Adjustments: We reserve the right to adjust price for orders we have confirmed 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 immediately. Hilti may choose to allow deferred payment, whereby the applicable payment deadline will be specified in Hilti's relevant invoice. 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. We accept bank transfers, direct debits, card payments and cash payments up to the statutory cash payment limit. Where you pay to the courier delivering our products to you, the courier's payment options are applicable. 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 the statutory late payment interest, which is calculated, accrued and payable as provided by law.

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 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 rescind our contract and 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 immediately of any invoice errors. If you default on any payment and fail to make the payment within 7 calendar days of the due date, we may rescind our contract and/or seize and/or enforce any security interest over any monies, products or other assets provided. Any collateral you provide to secure the performance of your obligations under a contract, will be deemed to secure any claim we may have as a result of the rescission of the contract.

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 Republic of Bulgaria and therefore cannot be held responsible for the marketability (including delivery) of the products and services outside the Republic of Bulgaria. You designate the delivery address and for products, select the shipping method for the order according to available shipping options. 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. 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 2010 – Central Warehouse Musachevo, Gebrüder Weiss logistics center), regardless of whether Hilti arranges the transportation. Unless delivery to your location was agreed, you are responsible for collecting the products from the Hilti Store you have communicated to Hilti for pickup.

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 wilful 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, unless it stipulates a date beyond which the delivery of our products becomes useless to you. 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, both we and you may withdraw from the contract for undelivered items. Hilti is not liable for costs or damages caused by delays, nor provides refunds for delivered items 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 of 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 **8 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 you 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 your 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 your 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 within Bulgaria, and detailed installation and usage instructions are provided. Unless otherwise agreed in writing, our products and services are intended for use only within the Republic of Bulgaria, 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 **6 months** after they are handed over to you and will be responsible for any such defects in accordance with Article 193 et seq. of the Contracts and Obligations Act. 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. Where you have a warrant claim relating to a service provided by Hilti, submit a written complaint for non-conformity within **8 days** of the date the service was provided. If the defect is confirmed and attributable to Hilti, we will (i) refund the service price or (ii) reperform the service. This warranty applies only to services performed on-site.

7.2. In addition to (and not instead of) the legal warranty Hilti gives our Tool Warranty, an extra guarantee to all our tools, except those listed as excluded on our website. You can find the list of excluded tools on *https://www.hilti.bg/content/hilti/E4/BG/bg/varios/footer-link/terms.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 guarantee:

(a) "**No Cost Coverage Period**": we will provide free tool repairs, includes damage resulting from normal wear and tear, spare parts, labour and shipping for a period of time after the Hilti tool you have purchased is handed over to you or for a number of hours of operation of your tool (applicable for specific categories of tools). You can find the applicable No Cost Coverage Period for each tool at the product page for the tool on our website.

(b) **Repair Cost Cap**: after the warranty expiration] onwards, Hilti will repair defective tools based on its standard repair price list, but with a cost cap. Such repair cost cap shall be equal to the percentage of the original purchase price, if applicable, and shall depend on the tool to be repaired. If your tool needs another repair within 3 months (6 months for measuring tools) 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. If repair is impossible, you will not be charged for the investigation costs.

7.3. Our commercial warranties/guarantee for inserts: 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. 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 may refuse to provide the services under the warranty and guarantees if the tool for which the guarantee is claimed has been reported as stolen or lost. In such case, Hilti reserves the right to verify ownership and retain the tool if it was property of Hilti or another subsidiary or affiliate of Hilti Corporation at the time the tool was stolen. Hilti reserves the right not to offer the warranty and or provide service if these conditions are not met.

7.5. All warranties, conditions, guarantees or other terms implied by non-mandatory provisions of a 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 *https://www.hilti.bg/content/hilti/E4/BG/bg/support/support/calibration-service.html*), regardless whether they are in-or-outside the warranty and guarantees as described in section **Error! Reference source not found.**. 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. Hilti at its discretion may offer you loaner tools. 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

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 and retain the tool if it was property of Hilti or another subsidiary or affiliate of Hilti Corporation at the time the tool was stolen.

8.4. Repair process and costs: You must approve all quotations for the repair before Hilti commences any repair work. All quotations below value EUR 100, net of VAT, are approved by you for facilitating speed and simplicity in the process for economic values of low relevance. Any transportation cost will be added on that value. You may also agree with Hilti on an individualized automatic 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. Without prejudice to the approved threshold herein, Hilti may choose to generate a quotation and require your approval for it even if the repair value is below said threshold. 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 **7 calendar 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 **7 calendar 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 7.1 or covered under the No Cost Coverage, 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 14 calendar days of notification, we may charge for storage or send it to you at your expense. If the item is not collected within 3 months after notification, you authorise Hilti to dispose (sell it, donate it, remove parts, or scrap it) of it as Hilti sees fit after providing a final written notice of 14 calendar days. Any proceeds from any such disposal will be used to cover the repair and warehousing of the item.

8.7. Hilti Tool Service: Without prejudice to any of the foregoing subclauses of clause 8, we offer the dedicated after-sales service Hilti Tool Service ("**HTS**"), available for a select range of products. Within HTS we will pick up, repair or service and return to you your Hilti product within 3 business days as of the product's pickup date. HTS is available for products which meet all of the following criteria: (a) products which are repairable for which spare parts are available (you can check the eligibility of your product by phone at +359 800 123 98); (b) products which bear a legible serial number; (c) products purchased from Hilti; (d) products which do not fall within any of the following categories: (i) products covered by a fleet management contract; (ii) pistons and stoppers in direct fastening tools, filters for vacuum cleaners and other parts that are considered as consumables; (iii) Hilti products which, in Hilti's own judgement, have reached the end of their life cycle (known as "phase-out") or have been subjected to any of the circumstances which void the warranty/guarantees as per clause 7.4; (e) a single product at a time. If we fail to return a product within the 3-business day deadline, we will bear the costs of product's repairs and/or maintenance work done, except where: (aa) the HTS is requested or provided in the period from 22 December to 6 January each year, during the Easter week and during the month of August each year; (bb) the pickup date and/or the deadline for return falls during pre- holidays and post-holidays, whether national or local, in either Bulgaria or Romania; (cc) the return deadline falls on a day in which vehicle (including, but not limited to, trucks) circulation is prohibited or restricted in either Bulgaria or Romania; (dd) our failure is the result of carrier's non-performance, strikes and/or measures taken by the authorities which prevent or slow down normal traffic in either Bulgaria or Romania. For the purpose of this clause alone, a "business day" shall be any day which is a business day both in Bulgaria and in Romania. You can make any complaint about the way in which HTS is provided within **8 calendar days** after return of the relevant product. We may suspend, discontinue or resume HTS at any time without notice.

8.8. 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.

8.9. 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 indemnify Hilti against, all third-party claims related to special, direct, indirect, incidental, consequential, financial and any other damages including 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. This shall not limit or exclude Hilti's liability for wilful misconduct or gross negligence.

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, 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 individual contract from which Hilti's liability is derived. 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 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 *https://www.hilti.bg/content/hilti/E4/BG/bg/varios/footer-link/privacy.html*. Information on data generated by the use of our products and related services, access to such data, how requests under the EU Data Act can be made, and Hilti Corporation's use of non-personal data is set out in the Data Act Notice available at *https://www.hilti.bg/content/hilti/E4/BG/bg/varios/footer-link/privacy.html*, which forms part of these GTC.

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

Without prejudice to clause 4.4, 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 their entirety or in part any and all 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. After your acceptance of these GTC, all the purchases of Hilti products and services Hilti and you have agreed on (individual contracts) will be governed by these GTC, as amended from time to time, regardless of how individual contracts were made.

14.2. Additions or amendments to these GTC must be stipulated in an individual contract made in writing. Hilti's sales and technical consultants are not authorised to agree any terms under individual contracts which come into conflict with these GTC, nor make any representations or provide any warranties for Hilti products or services which are not included in these GTC or listed on our website hilti.bg.

14.3. Hilti may amend these GTC and any linked document referred to in these GTC at any time for future business dealings. For your ongoing individual contracts with us, the amended GTC will apply 30 days after you are notified of the amendment. If you object in writing, Hilti may decide to keep the original GTC to our future business relationship or to terminate the contract (including ongoing contracts) with immediate effect. For your new individual contracts with us the GTC available at our website (*https://www.hilti.bg/content/hilti/E4/BG/bg/varios/footer-link/terms.html*) at the time the relevant new individual contract is made will apply. You must inform Hilti promptly if the contact person stated upon registrations changes and state the contact details of a new contact person to receive communications regarding and object to changes to these GTC.

14.4. You may not assign, sub-contract or in any way dispose of your 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).

14.7. Communication. You agree that we can communicate with you electronically – by email, through Hilti Online, by phone or text messages and we can use any contact details you provide to us, use in your communication with us, or make publicly available to contact you in connection with any contract you enter with us based on these GTC. You further agree that any electronic signatures in any electronic communication (e.g. by email, text messages, Hilti Online, etc.) we may exchange will have the legal force of handwritten signatures.

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 Bulgaria. 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 Sofia, Bulgaria.