Important notice: The English language version is provided for information purposes only as a translation of the original Hebrew version. In case of a conflict, the Hebrew 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 (Israel) Ltd., Private Company Number 511323974, of 6 Rabintzky Street 4900617, Israel (collectively "**Hilti**", "**we**", "**us**" or "**our**") apply to all our offers, quotations, agreements and contracts for the provision of our products (e.g. tools and consumables) and any related services - as described in detail on our website at www.hilti.co.il and any other webpage under this address or corresponding mobile application (collectively the "Website"), at Hilti's discretion. These terms also apply to any advice, professional information or suggestions, including those we provide through our Website or as a result of any offer, quotation, agreement and contract. Essential information on product specifications, service scope and any related limitations published at our Website, form part of these GTC or the applicable offer, quotation, agreement and contract. If any conflicts arise, the present GTC takes precedence, unless Hilti expressly states otherwise in writing. References to "**Customer**", "**you**" or "**your**" all pertain to the legal entity purchasing our products and the recipient of our services. You must be a professional end user, either as an entrepreneur or a valid and registered legal entity acting in the course of its trade, business or profession, including any duly authorized representatives in case of a legal entity. We reserve the right to change these GTC at any time, as provided in section 14 herein. These GTC are written in the masculine form for convenience only, and they refer, of course, to all genders.

1.2. Special terms: Special terms and conditions of Hilti may apply to specific solutions, products and services, such as Hilti's software solutions and sales and/or services contracts as may be separately agreed with you. In case of any conflict, such special terms and conditions will take precedence over these GTC.

1.3. Availability: The most recent version of the GTC and any other specific terms are available in our offices or physical stores ("**Hilti Stores**"), through our Customer Service, your Account manager, your field engineer and on our Website, at Hilti's discretion.

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 in writing 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, fax, e-mail, other electronic messages or online, you accept these GTC as the only terms applicable to that order or service request and we may ask you to confirm them in writing (including online approval). Your own general terms and conditions, if such exist, will not apply, even if brought to our attention and even if not expressly rejected by us, unless we have agreed otherwise in writing.

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** for you, we may assign you with a Customer number, and create a business relationship with you, at our sole discretion. By registering and confirming our GTC, you accept that these GTC apply as **Framework GTC** to all business dealings resulting from such relationship, including all future offers, quotations and contracts, in the then version current at the time of your registration. At the same time of registration, you confirm that you are duly 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 Customer Account. The management of your Hilti Customer Account (including orders, 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 changes your legal entity requests Hilti to implement 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 you waive any right in connection with unauthorized representation.

2.4. Your confirmation: Our products and services are intended exclusively for **professional use** within Israel. 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 on behalf of a corporate legal entity, using our products and services for professional or commercial 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: The Customer shall be entitled to cancel a transaction involving the purchase of products, excluding chemical substances and products defined as "special," within fourteen (14) days from the date of delivery of the product, provided that the product is returned to Hilti's offices in its original packaging, complete, and free from any defect, damage or wear. Upon return, the Customer will be credited for the price of the purchase decreased by the cost of delivery, and such credit may be used for future purchases with Hilti. "Chemical substance" as mentioned in this clause means any item bearing an expiration date, including ampoules. Products defined as "special," namely items that are not off-the-shelf products or ordered as a special order and/or in quantities exceeding Hilti's customary practice, shall not be returnable. For any other products or services - you may not change or cancel an order, or return delivered products, unless explicitly allowed by Hilti in advance and in writing or unless agreed otherwise in advance and in writing. The returned product must be accompanied by the invoice provided to the Customer or by a valid proof of order.

3. Prices

3.1. Pricing: Your individually agreed prices with Hilti - as shown in your Hilti Customer Account or as otherwise agreed with Hilti in advance and in writing - apply to our products and services as we agreed. Otherwise, and in any other case - our standard price list applies as published on our Website or as brought to your attention in any other way. All prices are exclusive of VAT, which shall be added at the statutory rate where applicable. All prices are stated in Israeli Shekels (ILS), unless expressly stated otherwise. Pricing may vary depending on quantities, combinations of items or other commercial reasons.

3.2. Adjustments: We reserve the right to adjust prices before invoicing to reflect changes in wages, costs of raw materials, materials, production, import costs, inflation or currency. We may inform you of any price changes but are not obliged to do so. 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 in advance, or as Hilti has agreed otherwise with you in advance and 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 in writing for undisputed or legally established receivables. Hilti reserves the right to change the payment terms (including methods) from time to time and to discontinue the use of a particular payment method, to use additional payment methods and to apply different payment arrangements to the payment methods it chooses to accept for all or certain transactions.

4.2. Late payment: If you miss the payment deadline; you are in default and agree to pay all of Hilti's costs related to collecting overdue payments. This includes interests, adjustments, and any other reasonable expenses such as legal and collection fees. A delay in payment will be deemed to be a material breach of these GTC and the payment will bear interest at a monthly rate of 1.25% (one and a quarter percent), cumulative once every three months on the linked capital – all, without derogating from any other rights and/or remedies to which Hilti is entitled according to the terms of these GTC or under applicable 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 and according to all professional guidelines or instructions. 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 will become immediately due. We may execute outstanding deliveries only against prepayment, suspend deliveries, offset claims, and/or terminate any contract, order or your Account, without liability for compensation, while retaining our right to payment for deliveries and compensation for costs incurred. Notify Hilti immediately of any invoice errors.

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 Israel. You designate the delivery address and for products, select the shipping method for the order according to available shipping options or as agreed with Hilti in advance and in writing. Any stated dates for delivery will mean business days which are (i) days other than Friday, Saturday or public holidays, or (ii) days when major banks are open for business. You will pay the freight charges to Hilti 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. Freight charges and logistic fees are available upon inquiry. Delivery may be limited to the distribution areas defined by Hilti's courier service providers. Charges, fees and shipping methods are subject to change. If no place of delivery and Incoterm (designating moment of transfer of risk) has been agreed upon, delivery shall be made to Hilti's Central Warehouse located at Logistics Park Tzrifin 6093000, Israel, or to Hilti Stores located at 6 Ravnitzki St., Petah Tikva 4914601 and 215 Histadrut Blvd., Haifa 2620208, Israel, at the sole discretion of Hilti, regardless of whether Hilti arranges the transportation.

5.2. General delivery conditions: Ensure a contact person is available, responsible for receiving the products and services to be rendered and approve their acceptance. 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 and complete 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 and Hilti's subcontractor personnel or property, except where such are caused by Hilti's or its subcontractors' gross negligence or willful misconduct.

5.3. Conditions rendering services: When requesting services at your premises, you must ensure Hilti personnel have safe, unobstructed access and necessary facilities. [2]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 guidelines and Hilti's reasonable

requirements. You are responsible for any injury or damage to Hilti's 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 personnel, test components or parts); the conditions at your premises or facilities at the agreed time; or your failure to meet contract or any other agreed 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 or services and will refund to Customer any payment or advance paid for such undelivered items or services. 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 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 **2 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 Israel, and detailed installation and usage instructions are provided with our products or through our Website. Unless otherwise agreed in writing, our products and services are intended for use only within Israel, 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 and general information 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 or in particular document provided to you, we warrant our products are free of defects in material or workmanship for **12 months** after delivery. Submit a written claim to Hilti 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 to Hilti for non-conformity within **12 months**. 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 warranty to all our tools, except those listed as excluded on our website. You can find the list of excluded tools on our Website. Hilti can exclude other tools as covered by the Tool Warranty for future purchases at any time, with the effect for tools delivered thereafter. "Lifetime", if used on our Website or in any other documents, means 20 years, starting from date of delivery. With Tool Warranty, we guarantee:

(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 at 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 Coverage Period**": for first 2 years free tool repairs, calculated from the date of purchase. This includes damage resulting from normal wear and tear, spare parts, labour and shipping.

(c) **Repair Cost Cap**: after the first 2 years onwards, Hilti will repair defective tools based on its standard repair price list, but with a cost cap of 35% of the purchase price of the tool as published on our Website. If your tool needs another repair within 6 months 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.

7.3. Exclusions: The warranty and guarantees as provided in this section 7 do not apply if you have not fully paid for the product. The warranty and guarantees will also not apply, if the defect for which such warranty or 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 to Hilti as stolen or lost. In such case, Hilti reserves the right to verify ownership. Hilti reserves the right not to offer the warranty and or provide service if these conditions are not met.

7.4. All warranties, conditions, guarantees or other terms implied by statute, 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 Website, 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, where applicable. Upon your repair request, we will confirm per e-mail your request with a tracking link. Hilti at its discretion may offer you loaner tools and such loan may be subject to additional contractual terms provided separately. 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 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. 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 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. By submitting a product for repair, you acknowledge and agree that Hilti may use new or reconditioned parts or provide a new or reconditioned replacement product, subject to applicable law. Your mandatory legal rights under applicable consumer protection laws remain unaffected.

8.6. Collection and disposal: We may keep the item you have provided us for repair, until repair costs are paid. If you fail to pick up a repaired item within **7 calendar days** of notification, we may charge for storage or send it to you at your expense. If the item is not collected within **7 calendar days** after notification, Hilti may dispose (sell it, donate it, remove parts, or scrap it) of it after providing a final written notice with a grace period of **60 calendar days**.

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 can be issued at additional cost and are based on the manufacturer's standards.

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 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.

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 or use of any Hilti services.

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 for the applicable product or service ordered from Hilti. 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 Hilti's webpages and online assets, 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 prior and express 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. Privacy and Data Protection

Hilti respects the privacy of its customers. Where you use Hilti platforms (e.g., Hilti ON!Track, Hilti Online for your Hilti Customer Account), or in any other case where you provide personal information to us - usage and data processing on those are governed by their respective terms or by our Privacy Policy on our Website (*https://www.hilti.co.il/content/hilti/E4/IL/en/varios/footer-link/privacy.html*), as applicable, which shall form an inseparable and integral 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

In the event that (a) you are in material breach of any of your contract obligations, including not making timely payments (i.e. payment of invoice is overdue by at least **21 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 corporation) 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, orders and offers 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, 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 is or will become invalid or unenforceable, that part will be deemed not included, but the rest of the GTC will remain valid and enforceable. The parties shall replace any such invalid or unenforceable provision with other provisions that are valid and binding, the content and effect of which shall align with the intention of the invalid provision.

14.6. The invalid or unenforceable term(s) or the term(s) that have become invalid or unenforceable will be replaced by such valid and binding terms that are aligned and 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 State of Israel. 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 competent courts in the Tel-Aviv District, Israel.