Important notice: The English language version is provided for information purposes only as a translation of the original Japanese version. In case of a conflict, the Japanese 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 (Japan) Ltd. (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.co.jp/). 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 (https://www.hilti.co.jp/) 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 through our Customer Service, your Account Manager, your Field Engineer and on our website (https://www.hilti.co.jp/).

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: When placing an order or service request with us, verbally, by phone, by fax, e-mail, other electronic messages or online, you accept these GTC as the only terms applicable to that order or service request. Except as otherwise expressly agreed upon in writing between a duly authorized representative of Hilti and the customer, your own general terms and conditions will not apply (whether in your purchase order or otherwise), 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 / commercial use** by business customers within Japan. We do not sell to private consumers. By accepting these GTC, you confirm to be a professional business end user, whether as an entrepreneur or as 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:

(a) The customer may return products only within three (3) months of delivery to the customer and shall not return them without Hilti's prior consent. In addition, products with an expiration date, products ordered by special order, products that have been discontinued, products that are not Hilti products, powder actuated direct fastening tools and blanks, products with abnormal functions, products and exterior products that have scratches or stains, and only part of the combination product or promotional package cannot be returned. If the Customer makes a return pursuant to this section, the shipping costs and any other expenses incurred in connection with such return shall be borne by the Customer.

(b) Notwithstanding the preceding section 2.6(a), we shall accept returns of products that do not conform to the GTC (including excess quantity) at the time of delivery, at our expense, except where the Customer knew at the time of contract execution that the products did not comply with the GTC. If our repairs or other measures do not result in conformity with the GTC, we shall repair and deliver the products free of charge. Completion of performance based on nonconformity with the GTC (including returns and repairs, with the method at our discretion, which shall also apply hereinafter) shall only be performed if the Customer submits a written request for completion of performance within one week of delivery.

(c) Notwithstanding Article 563 of the Civil Code, the Customer shall not claim a reduction of the price of the Products.

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. The consumption tax and all other taxes levied on transactions shall be borne by the customer. 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: Unless otherwise stated on the quotation or invoice, you shall pay us immediately when you place an order with us. You must pay all your invoices by the payment deadline stated on the invoice. Payments must be made in full - without any deductions, withholding, sets-off or counterclaims. 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 at 14.6% (calculated from the date of overdue on the basis of 365 days per year).

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 the products as intended. Untill full payment is made, you may not pledge, sell or transfer the products. If you fail to pay; we shall have the right to demand the return of the products and, provided that you are given prior written notice and a reasonable opportunity to deliver the products, we may, with your consent, enter your premises to reclaim the products; provided, however, that the exercise of such right shall be carried out in accordance with applicable laws and regulations and shall not constitute an illegal act or give rise to any criminal liability on our part.

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.

5. Delivery of Products and Services

5.1. Place, transfer of risk, costs and time of delivery: We deliver our products and services exclusively to addresses within Japan and therefore cannot be held responsible for the marketability (including delivery) and warranty of the products and services outside Japan. 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 (i) a day other than Saturday, Sunday or a public holiday, or (ii) any day when major banks are open for business days. 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 here, surcharges may apply depending on market conditions. Charges, fees and shipping method are subject to change. Risk of products shall be transferred to Customer upon delivery at the delivery address or collection at warehouse.

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' gross negligence or willful misconduct. 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. Hilti will make reasonable efforts to deliver the products on the delivery date specified by the customer, but Hilti does not guarantee delivery on the specified delivery date. You accept all risks associated with delays and will not suspend or terminate the contract or be exempted from the obligations under these GTC. If delays occur, 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, regardless of the reason for the delay.

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, 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, earthquake, tsunami, 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 in writing or by e-mail within **7 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 Japan, and detailed installation and usage instructions are provided. Unless otherwise agreed in writing, our products and services are intended for use only within Japan, 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. Warranties

7.1. Legal warranty Unless stated otherwise in this section, we warrant our products are free of defects in material or workmanship at delivery. Defects in material or workmanship means: in respect of products, such defects will result in the products not meeting Hilti's published technical specifications in relation to such products; and in respect of services provided by Hilti, the failure by Hilti to perform the agreed scope of services. Submit a written claim if you find a defect in fastening & protection products and power tool accessories within 12 months of the date of delivery of the product. 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 of the performance of the services. If the defect is confirmed and attributable to Hilti, we will within a reasonable period at our sole option and discretion (i) refund the service price or (ii) reperform the service. This warranty applies only to services performed on-site.

7.2. Repair service warranty for Hilti Tools: In addition to (and not instead of) the legal warranty under clause 7.1, Hilti provides repair services warranty to our tools in accordance with our Repair Terms and Conditions, which are available here. The Repair Terms and Conditions set out detailed information on the repair services, including the **warranty duration and scope, no-cost warranty provisions, repair cost limits, repair time promise and exclusions applicable to certain tools**.

7.3. Exclusions: The warranty as provided in this section 7 do not apply if you have not fully paid for the product. To the maximum extent permitted by law, the warranty will also not apply, if the defect for which the warranty is claimed has been caused: a) by acts or omissions by you or your employees or contractors, 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 if the tool for which the warranty 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. Other exclusions of warranties: To the maximum extent permitted by law, Hilti excludes all other express and implied warranties unless specifically agreed in writing by Hilti. In particular, Hilti does not provide any warranty regarding the suitability of the products for the customer's purposes.

8. Our Repair Services: Hilti provides repair and calibration services in accordance with our Repair Terms and Conditions, which are available here

8.1. 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 8.1, and Hilti may process them accordingly.

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.

9.3. Limitation of liability: Notwithstanding any other provisions of these GTC to the contrary and to the maximum extent permitted by law, 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 to you (including your employees and representatives) and any 3rd party, 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 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 here.

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

If any of the following events occurs with respect to you, Hilti may, at its discretion and without prejudice to any other right or claim it may have, terminate all or any part of any contract between Hilti and you (including any ongoing contract): (a) you materially breach any contractual obligation, including by failing to make payment when due; (b) you suspend payments, or any bill of exchange or cheque issued by you is dishonoured; (c) you become subject to provisional attachment, attachment, compulsory execution, enforcement of a security interest or a disposition for delinquent taxes or other public charges; (d) a petition is filed for the commencement of bankruptcy, civil rehabilitation, corporate reorganisation or special liquidation proceedings; (e) you are dissolved or commence liquidation proceedings; or (f) any other event equivalent to the foregoing that gives rise to concerns regarding your creditworthiness. Instead of terminating a contract as described above, Hilti may suspend delivery of products or provision of services by written notice; provided, however, that no prior notice is required if immediate action is necessary to protect Hilti's interests.

14. Elimination of Anti-Social Forces

14.1 The Customer represents and warrants that it does not, and will not in the future, fall under any of the following: an organized crime group (boryokudan), a member of an organized crime group, a quasi-member of an organized crime group, an enterprise affiliated with an organized crime group, a corporate racketeer (sokaiya), a group engaging in criminal activities under the pretext of conducting social campaigns, a crime group specializing in intellectual crimes, or any other person equivalent to the foregoing (collectively, "Anti-Social Forces"); and that it does not have, and will not in the future have, any relationship with Anti-Social Forces, including the provision of funds or any other relationship whatsoever.

14.2 The Customer undertakes that it will not, whether by itself or by using a third party, engage in any act of fraud, any act of violence or intimidating language, any illegal act or unjust demand, any act that obstructs Hilti's business, any act that harms Hilti's reputation or creditworthiness, or any act equivalent to the foregoing.

14.3 If the Customer breaches either of the two preceding paragraphs, Hilti may, without any demand, terminate all or part of the contract (including ongoing contracts), or refuse to deliver products or provide services.

14.4 Even where Hilti terminates the contract, or refuses to deliver products or provide services, pursuant to the preceding paragraph, Hilti shall not be liable for any damage incurred by the Customer as a result. Furthermore, if such action causes damage to Hilti, the Customer shall compensate Hilti for such damage.

15. Miscellaneous

15.1. 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.

15.2. Unless otherwise regulated in this clause 15, additions or amendments to these GTC must be made in writing.

15.3. 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 10 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.

15.4. 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.

15.5. 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.

15.6. 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).

16. Governing law and dispute resolution

These GTC and all contracts between Hilti and you are governed exclusively by the laws of Japan. 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 Yokohama District Court as the court of first instance with jurisdiction.