General Terms and Conditions of Sale & Services

1. These Terms

1.1. Scope: These General Terms and Conditions of Sale & Services ("**GTC**") of Hilti (Hungária) Kft. (collectively "**Hilti**") apply to all our offers, quotations and contracts for the sale and deliveries of our products (e.g. tools and consumables) and related services as described on our website (hilti.hu) and – unless otherwise agreed in a separate contract – for the delivery of customized and Non-Catalog products. These terms also apply to advice or suggestions, including those we provide through our website. Essential information on product specifications, service scope and any relating limitations published at our website form part of these GTC. If any conflicts arise, the present GTC take precedence, unless Hilti states otherwise in writing and duly signed by the registered authorized representative of the Hilti. Reference to "**Customer**" all pertain to the buyer of our products and recipient of our services, this buyer or recipient is a natural person or legal entity or other organization acting in the course of its trade, business or profession, including a duly authorized representative in case of a legal entity.] In the absence of an express written request, Hilti considers persons employed by the Customer to be authorized to place orders, as well as any third party who previously acted for the Customer or during the order or the receipt of the goods, against which the Customer previously has not expressly objected. 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 and on our website (hilti.hu).

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, e-mail, other electronic messages or online, you accept these GTC as the only terms applicable to that order or service request. The Customer's general terms and conditions and any terms that deviate from or supplement these GTC shall not apply to orders placed in accordance with these GTC or to separate agreements entered with Hilti and any acceptance by Hilti of such terms shall be valid only if duly signed on behalf of Hilti by its authorized signatory; and the Customer is hereby precluded from invoking its general terms and conditions unilaterally at a later date.

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. As a general rule, each order and contract shall be governed by the Framework GTC in force at the time the order is submitted to Hilti, unless Hilti and the Customer agree otherwise in writing. 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 Hungary. We do not sell products or provide services 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 legal entity, using our products and services for professional purposes only. Customer shall be solely responsible for informing Hilti without delay if Customer does not qualify as a professional end-user, and Customer shall bear all legal and commercial consequences arising from any failure to provide such information or from any inaccurate confirmation in this respect. Professional end-user: a natural or legal person acting in the course of their trade, business, craft, or profession in accordance with Hilti's scope of activity, including persons acting on behalf of or in the interest of such persons.

2.5. Contract formation: A contract shall be concluded at the earlier of
(i) the date when Hilti's order confirmation is sent by email (proof that Hilti sent the confirmation email to the Customer's provided address shall be conclusive evidence of contract formation), in the absence of this
(ii) the date when Hilti begins shipping ordered products or begins performing the ordered services.

2.6. Change, cancellation & returns: You may not change or cancel an order, or return delivered products, unless explicitly allowed by Hilti or unless stated otherwise in our Return policy available at hilti.hu.

2.7. Non-Catalog Product: Hilti may, at its sole discretion, agree to sell products not listed in Hilti's online product catalogue ("Non-Catalog Products"). Non-Catalog Products include any product, component, accessory, part, assembly or material that is not part of Hilti's standard online product catalogue at the time of order, including but not limited to standard products modified, adapted, coated, cut or otherwise processed for Customer-specific or project-specific requirements, as well as newly engineered, developed or manufactured products created for a specific Customer, project, application or technical requirement, even if such product has an item number or may technically be ordered again. Once Hilti has accepted or confirmed an order for a Non-Catalog Product in writing, the Customer may not cancel, withdraw from or modify that order without Hilti's prior written consent. If the Customer cancels or purports to cancel the order without Hilti's consent, refuses or fails to take delivery, is in default of acceptance, or otherwise prevents or delays performance, the Customer shall pay Hilti the full purchase price of the relevant Non-Catalog Product and a contractual penalty for non-performance equal to twenty-five per cent (25%) of the total net purchase price. Customer agrees that the penalty for failure to perform is intended to compensate for the additional costs that Hilti is expected to incur as a result of the cancellation, including, but not limited to, costs related to disposal, storage, warehousing, handling, transportation, and disposal, as well as other related costs. Hilti is also entitled to exercise all other rights and remedies available to it under the contract or applicable law.

3. Prices

3.1. Pricing: Prices displayed in your Hilti Customer Account shall apply to our products and services, otherwise the Hilti standard price list in force from time to time applies. For in-store purchases, the selling price is listed in the price list(s) available at the Hilti Stores. These prices are net prices and excluding VAT. Hilti lists its sales prices in Hungarian forints, but uses Euro-based price calculations, so Hilti is entitled to adjust its sales prices accordingly in the event of changes in the EUR/HUF exchange rate. 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, inflation or currency. 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 agreed by Hilti in writing or otherwise provided in these GTC, Hilti sells products and provides services against immediate payment or advance payment. Hilti may, at its sole business discretion and subject to credit approval, grant deferred payment terms to the Customer. If deferred payment is granted, the Customer shall pay all invoices in full within 15 calendar days from the date of the invoice, without any deduction, withholding, set-off or counterclaim. As a condition for deferred payment, the Customer shall comply with Hilti's applicable credit line, ordering and account administration requirements, including the provision of all information and documents reasonably required by Hilti for credit assessment, order processing, invoicing, payment administration and claim management purposes. The Customer acknowledges that Hilti may process personal data and business contact data provided by the Customer or by persons acting on its behalf in connection with sales, customer account administration, credit assessment, invoicing, payment collection and claim enforcement, and may disclose such data to third-party service providers, data processors, professional advisers, insurers, debt collection agencies or other recipients where necessary for these purposes, in each case in accordance with applicable data protection laws and Hilti's applicable privacy notice. The Customer and the person acting on their behalf guarantee that it has the financial capacity to pay the purchase price of the products and services ordered from Hilti when due, for which the signatory undertakes a personal guarantee.

4.2. Euro-based price list and invoicing in euros: Hilti may, at its sole business discretion, provide the Customer with a euro-denominated price list for certain products or services and may offer euro invoicing. The provision of a euro-denominated price list and euro invoicing depends solely on Hilti's business considerations and the nature of its commercial relationship with the Customer. If invoicing is made in euros, the amount of value added tax (VAT) shall be indicated in Hungarian forints, in accordance with the tax laws in force in Hungary. For the conversion of the taxable amount into Hungarian forints, Hilti shall apply the exchange rate officially published by the European Central Bank (ECB) on the date determined in accordance with Section 80 (1) of the Hungarian VAT Act, unless applicable law requires otherwise. Hilti shall not be liable for any disadvantages, cost increases, exchange rate loss or other financial consequence resulting from exchange rate fluctuations that may arise for the customer from the use of the euro price list or invoicing; such risk shall be borne by the Customer. Hilti reserves the right to unilaterally terminate the provision of the euro-denominated price list or euro invoicing at any time by giving prior notice to the Customer. The Customer shall ensure that each invoice is paid in the currency and to the bank account indicated by Hilti. If the Customer makes an EUR transfer to a HUF account or a HUF transfer to an EUR account, the Customer shall bear all resulting costs, bank fees, exchange rate differences, conversion losses, delays and other financial consequences.

4.3. Invoice Dispute and Modifying Payment Terms: The Customer shall notify Hilti in writing without delay, but no later than seven (7) calendar days from the invoice date, of any suspected error in an invoice. Notification of an alleged invoice error shall not release the Customer from its obligation to pay any undisputed amount by the applicable due date. Hilti reserves the right to amend the payment terms, including the available payment methods, at any time by prior notice to the Customer. Unless otherwise stated by Hilti or required by applicable law, such amendments shall apply to orders placed after the effective date of the amended payment terms.

4.4. Late payment: If you miss the payment deadline; you are in default and agree to pay the overdue amount and all Hilti's costs related to collecting overdue payments. This includes interests, adjustments, and any other reasonable expenses such as legal and collection fees. In the event of late payment, Hilti shall be entitled to claim default interest from the date of default in accordance with Section 6:155 of the Hungarian Civil Code and, where applicable, the flat-rate collection fee in accordance with Act IX of 2016 on the flat-rate collection fee. If any payment made by the Customer is insufficient to discharge all outstanding amounts owed to Hilti, such payment shall be applied first to costs, then to interest, and finally to the principal amount. Hilti may process and use the Customer's contact details, including business telephone numbers and email addresses provided by the Customer or persons acting on its behalf, for payment administration, debt collection and claim enforcement purposes. Such processing and communication may take place without the Customer's separate consent, where permitted by applicable data protection laws, on the basis of Hilti's applicable legal basis for processing, including Hilti's legitimate interests, and in accordance with Hilti's applicable privacy notice.

4.5. 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 reclaim the products without notice and you shall return such products without delay, in their existing condition

and at your own cost and risk. Hilti may also suspend further deliveries, services or order processing until all overdue amounts have been paid in full.

4.6. Payment difficulties: If you default on payment, stop making payments, initiate debt settlement, insolvency, bankruptcy, restructuring, liquidation or similar proceedings, or such proceedings are initiated or a motion is filed to initiate them, or if we suspect you cannot meet your payment obligations, all amounts owed become immediately due and payable. We may execute outstanding deliveries only against prepayment, suspend deliveries, offset claims, require adequate security and/or terminate the contract or any pending order without liability for compensation, while retaining our right to payment for deliveries already made, services already rendered, and compensation for costs, losses and damages incurred.

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 Hungary and therefore cannot be held responsible for the marketability (including delivery) of the products and services outside Hungary. 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 where business day" or "day" mentioned means any day other than: (i) Saturday, Sunday or a public holiday or a statutory rest day, or (ii) any day when banks are not open for business; or (iii) the period between the last day of the statutory Christmas public holiday and the first official business day of the new year. You pay the freight charges for the selected shipping method. We can decide on partial deliveries and any charges for orders. In case of defects in partial deliveries, you are not entitled to cancel the remaining undelivered orders. Any additional logistics services fees will be added to your invoice via a Hilti designated mode. Freight charges and logistic fees are available at "Logisztikai szolgáltatások katalógus", surcharges may apply depending on market conditions. Hilti may modify the freight charges, fees and available shipping methods. If no place of delivery and Incoterm (designating moment of transfer of risk) has been agreed upon, at Hilti's discretion - and if the dimensions of the product make it suitable for storage there - delivery can be ex works (Incoterms 2010 – Hilti Store, 1037 Budapest, Bojtár u. 58-62., Hungary), 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. 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 or at any other location designated by the Customer, 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 its subcontractors' negligence. The services shall be deemed completed when Hilti notifies the Customer of completion or when the Customer accepts the services. 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 dates and delivery times are estimates and shall not be regarded as fixed or guaranteed delivery dates. 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 by the duration of the delay. In the event of a delivery delay, the Customer shall not be entitled to refuse to accept performance, suspend its payment obligations, terminate the contract, claim damages or request a refund. If we cannot deliver within a reasonable period due to lack of supply, supplier delay, transport disruption, shortage of materials, regulatory restrictions (imposed by an authority or by law), labour disruption or Force Majeure, we may withdraw from part of the contract relating to products not yet delivered or services not yet performed. In such case, Hilti shall refund any amounts already paid by the Customer for the undelivered products or services, but shall not be liable for any further costs, losses, damages, penalties, loss of profit or consequential damages arising from the delay or non-delivery or non-performance. Hilti may deliver products or perform services before the estimated delivery date, provided that Hilti gives prior notice to the Customer.

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 mobilization; (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, nationalization; (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: The Customer shall ensure that a contact person is available at the delivery location to confirm receipt of the products, services and related documents, including invoices, and to inspect them without delay following receipt. Hilti, and any carrier performing transport activities on Hilti's behalf, shall not be obliged to verify the identity or authority of the person requesting or accepting delivery at the delivery location designated by the Customer. The carrier may refuse to hand over the products if circumstances reasonably indicate a risk of misappropriation, unauthorized receipt or other irregularity. The Customer shall inspect the products immediately upon receipt for visible damage, shortages, incorrect items and other apparent defects or delivery errors. Any visible transport damage, shortage or delivery discrepancy must be recorded on the delivery or transport document at the time of receipt. If the delivery is visibly damaged or materially incomplete, the Customer shall refuse acceptance of the affected products and return them with the same carrier or notify Hilti without delay for return instructions. The Customer shall notify Hilti in writing, by e-mail or registered letter, of any apparent defect, shortage, delivery error or invoice discrepancy within 5 calendar days of receipt, completion or receipt of the relevant invoice, as applicable, accurately identifying, itemizing and substantiating the issue. Hidden defects must be notified without delay, but no later than 5 calendar days after discovery. Failure to notify Hilti within the applicable notice period shall constitute acceptance of the products, services and invoices, and the Customer shall lose the right to assert the relevant claim for defective performance or invoice objection.

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, damage or losses.

6. Your Usage

6.1. Respecting compliance: Hilti products and services comply with all applicable regulations and standards in Hungary, and detailed installation and usage instructions are provided. Unless otherwise agreed in writing, our products and services are intended for use only within Hungary, based on applicable technical and regulatory standards. When buying and using Hilti products and services, you are responsible for following all relevant laws, regulatory requirements, 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 fullest extent permitted by law, Hilti and its employees shall not be liable for: (i) the Customer's non-compliance with the laws, requirements and standards; or (ii) any failure to meet specific requirements determined by the Customer 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. Statutory warranty Unless stated otherwise in this section, we warrant our products are free of defects in material or workmanship for 1 year from the date of delivery. Submit a written claim if you find a defect. If the defect is confirmed and attributable to Hilti, we will within a reasonable period at our sole option and discretion (i) refund the purchase price and take back the product, (ii) repair the defect at no charge, or (iii) replace the product. For the avoidance of doubt and where applicable, Hilti will not be responsible for the costs of any dismantling, removal, reinstallation and/or transportation of the products. Hilti shall perform the services with the professional care generally expected under the relevant circumstances, without undertaking to achieve any specific result, unless the parties agree otherwise in writing. Customer shall submit a written complaint for non-conformity without delay after discovering the non-conformity, and, in any event, no later than within 5 days after such discovery (see section 5.6. above). If the service defect is confirmed and Hilti is responsible for it, Hilti shall, within a reasonable period and at its sole option and discretion, either: (i) refund the service fee; or (ii) reperform the service.

7.2. Hilti Tool Warranty: In addition to (and not instead of) the statutory warranty Hilti gives Hilti Tool Warranty an extra to all our tools listed in the document called "Szervizdíjkorlát" at hilti.hu. Hilti can exclude other tools as covered by the Hilti Tool Warranty for future purchases at any time, with the effect for tools delivered thereafter. The information on warranty and guarantee available on the Hilti's website shall be interpreted within the framework and terminology of these GTC;

in case of any discrepancy, the provisions of these GTC shall apply. With Hilti guarantees:

(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 time of delivery. Related batteries and chargers are only eligible for replacement and only for as long as they remain available. If the required spare parts are unavailable, Hilti may, at its sole discretion: (i) repair the tool; (ii) replace the tool with a new or reconditioned tool; or (iii) refund all or part of the purchase price of the tool in cash or in the form of a voucher. The existence of a manufacturing defect is determined solely by Hilti. This is not an additional quality guarantee; the warranty applies exclusively to manufacturing defects proven and acknowledged by Hilti.

(b) **"No Cost Coverage Period"**: In the "Service Fee Limit" document available on our website, tool repairs are free of charge for 1 or 2 years, as specified for the given tool, calculated from the date of purchase. This includes damage resulting from normal wear and tear arising from intended use, spare parts, labour and shipping costs within Hungary.

(c) **"Repair Cost Cap"**: after the "**No Cost Coverage Period"**, Hilti will repair defective tools based on its standard repair price list, but with a cost cap specified in the "Service Fee Limit" document available on the website. If your tool needs another repair within 3 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. If repair is impossible, you will not be charged for the investigation costs.

(d) "**3 Day-or-Free"**: If repairs take longer than 3 business days, Hilti will waive the repair price. The "**3 Day-or-Free"** is a promise, not a fixed delivery period or a guarantee, and the waiver is the only compensation for delays. This indicative commitment shall not give rise to any entitlement to compensation or to require any other performance. Any claims in case of longer repair periods or other circumstances causing delay (e.g. transportation) are excluded. Hilti is not liable for any damages or losses caused by delays in repair delivery (including those resulting from business interruption). The "**3 Day-or-Free"** does not apply in case of Force Majeure, for the repair of heavy diamond machines and tools, the calibration of measuring devices, machines not listed in the "Service Fee Limit" document or machines that can no longer be repaired according to the provisions therein, in the case of repair orders for more than 6 machines, selected tools or parts described on our website, and in the event of failure of delivery due to the fault of the recipient, and if the repair of the tool falls on an official public holiday registered in Austria and quotations and in the case of repairs undertaken solely on the basis of a quotation.

7.3. **"Warranty 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. **"Warranty for Diamond consumables"**: Any Hilti DS-B diamond saw blades, DC-D diamond cutting discs, AC-D, AG-D abrasive inserts, DG-C diamond cup wheels, and diamond core bits that are damaged as a result of defects in materials or workmanship, will be replaced free of charge. Further claims under our commercial warranties for our inserts are excluded, and Hilti is not liable for any other damages or losses (including business interruption). Your mandatory legal warranty rights in case of product defects remain unaffected.

7.5. Exclusions: The warranty and guarantees as provided in this Section 7 do not apply if you have not fully paid for the product. The guarantee will also not apply, if the defect for which the guarantee is claimed has been caused: a) by acts or omissions by you, including but not limited to intentional damage, misuse, abnormal use or use in abnormal conditions, non-compliance with safety instructions or improper storage, handling, installation, maintenance, repair or application, non-compliance with the instructions, operation manuals and/or certificates provided orally or in writing to you by or on behalf of Hilti; b) by changes or modifications to the product other than those intended during normal use (including Hilti's approved self-repair for certain products); or c) by any incompatibility between the product and any other products, systems and parts not approved or produced by Hilti. In these circumstances, you will be liable for any resulting loss, damage or repair costs. Hilti 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. Hilti reserves the right not to offer the warranty and or provide service if these conditions are not met. Hilti's liability for damages, costs and losses arising out of or in connection with defective performance shall be limited to the net purchase price of the affected machine or product and to direct, actual and proven damage only. Hilti shall not be liable for any indirect, consequential or punitive damages, loss of profit, loss of production, loss of use, loss of business opportunity, loss of revenue, loss of goodwill or any other indirect economic loss.

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

8. Our Repair Services

8.1. Scope: This section 8 applies to Hilti's repair services (including Maintenance and Calibration Services and as published on hilti.hu, regardless whether they are in- or-outside the warranty and guarantees as described in Section 7. By submitting a request for repair or calibration services to Hilti, you agree to these terms under which the repair or calibration services will be conducted. Our repair service is considered an intermediated service.

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

8.3. Submission and ownership: Hilti shall have a statutory lien over any product that has come into Hilti's possession for the performance of repair services, as security for the repair fee and the costs incurred in connection with the repair. Hilti may retain the product until the Customer has paid in full the due repair fee and all due inspection, storage and transport costs relating to that product. 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. All quotations below value indicated in our "Szervizdíjkorlát" document are approved by you for facilitating speed and simplicity in the process for economic values of low relevance. Any transportation cost will be added to that value. You may also agree with Hilti on an individualized automatic repair approval process (including thresholds). In both cases, for values higher than the indicated value in these terms or agreed upon individually, a quotation will be generated to be approved to you according to the present terms and conditions. For out-of-warranty repair requests, you will owe us the costs for the work performed, including diagnostics and disassembly, regardless of whether the repair is ultimately carried out. These costs are detailed in our quotation. If you decide not to proceed with the repair after receiving the quotation or do not respond to the provided quotation within **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 of 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. Hilti reserves the right to deviate from the value stated in the accepted repair quote by up to 10% without informing or approving the further notice or approval from the Customer, depending on the replacement of additional parts that are deemed necessary during the repair. The Customer is not entitled to dispute the repair price increase within the maximum 10% range deviation interval and expressly waives this right.

8.5. Parts and exchanges: Hilti may perform repairs using new or reconditioned (refurbished) parts, provided that such parts meet Hilti's applicable quality, functional and safety standards. If a product cannot be repaired (including for technical or economic reasons), Hilti may, at its sole discretion, provide a replacement product instead. Any replacement product may be new or reconditioned (refurbished), provided that it meets Hilti's applicable quality, functional and safety standards. The use of reconditioned parts and the provision of reconditioned replacement products shall fully comply with Hilti's quality standards and shall be deemed appropriate performance of Hilti's obligations under these Terms, including for warranty and paid repair services. A replacement product may be a different physical unit and may have a different serial number. The provision of a replacement product fully satisfies Hilti's obligations in respect of the repair or warranty claim. Any removed parts and any replaced or exchanged product shall become Hilti's property. Any replacement parts or replacement product provided shall become the customer's property. Any product, component or part that becomes Hilti's property under these GTC, including through replacement, exchange, trade in, surrender, non-collection or disposal authorization, 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 you agree to these terms. After the warranty period has expired, the Customer may not return the product to Hilti under warranty; this does not affect the Customer's right to request a paid repair service for the product, separate from the warranty, as made available by Hilti. For repairs carried out outside the warranty referred to in section 7, the Customer has the right to object to the use of reconditioned parts by notifying Hilti via e-mail.

8.6. 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 authorization, 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.

8.7. Collection and disposal: We may keep the item you provided us with 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 **30 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 **7 calendar days**.

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 its legal representatives, directors, officers, employees, agents and other personnel, shall not be liable for any indirect, incidental, consequential, special, punitive, financial or economic loss or damage, including any loss or reduction of turnover, profit, revenue, production, productivity, use, business opportunity, financing, interest, goodwill or reputation, business interruption, downtime, loss of anticipated savings, or any penalties, liquidated damages or similar contractual liabilities imposed on the Customer by any third party. This exclusion applies to any claim arising out of or in connection with the sale, delivery, delayed delivery, installation, use, resale, integration, application, or inability to use any product or service supplied by Hilti, whether such claim is based on contract, tort, negligence, misrepresentation, warranty, guarantee, indemnity, breach of statutory duty or any other legal basis. The Customer is solely responsible for the selection, suitability assessment, application, installation, integration, use, handling, storage, maintenance, transport and disposal of the products and services, and for organizing its business operations in a manner that reasonably mitigates the impact of any delivery delay, service interruption, product unavailability, product defect or limitation in product use.

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 contract with Hilti, any law, regulation, nationally accepted standard or code, or from your misuse, improper selection, application, installation, integration, modification, storage, handling, transport, maintenance of the products and services. You are solely responsible for compliance with all applicable laws, regulations, standards, permits and codes regarding the purchase, possession, handling, storage, use, installation, transportation, or disposal of products.

9.3. Limitation of liability: Subject to clauses 9.1. and 9.2. Hilti's total aggregate liability arising out of or in connection with any contract, order, product or service, whether based on contract, tort, negligence, misrepresentation, warranty, guarantee, indemnity, breach of statutory duty, contribution or any other legal basis, shall be limited to the net invoice value of the affected product or service giving rise to the claim. Where several products or services are supplied under the same contract or order, Hilti's liability shall be capped separately by reference to the net invoice value of the specific product or service to which the claim relates and shall not extend to the value of other products or services supplied under the same contract or order. Hilti's total aggregate liability for all claims arising from the same or related events shall in aggregate be limited to the net invoice value of the affected product or service, irrespective of the number of claims, their legal basis or the manner in which they are asserted Hilti shall only be liable for direct, actual and proven damage, subject always to the exclusions and limitations set out in this Section 9. Hilti shall be liable only for direct, actual, and proven damages, subject in all cases to the exclusions and limitations set forth in this Section 9. The Customer may assert claims against Hilti only up to the liability limit specified in this Section 9.3; Hilti shall not be liable for any amount exceeding this liability limit. Damages and losses excluded under Section 9.1 are not subject to the liability limit set forth in Section 9.3; the liability limit applies exclusively to claims not excluded under Section 9.1.

10. Intellectual Property

All intellectual property related to the products and services, or created during the contract, is exclusively property of Hilti Corporation, Hilti's parent company. These GTC do not give you the right or license to use Hilti Corporation's intellectual property. All logos, trade names, and trademarks used by Hilti are Hilti Corporation's property. You are only allowed to use the same with Hilti Corporation's prior 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 hilti.hu. 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.to/data-act], 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 prior written 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 events set out below occurs, Hilti may, without prejudice to any other rights or remedies available to it under these GTC, the relevant contract or applicable law, by written notice to the Customer and in whole or in part: (i) suspend performance; (ii) suspend any pending deliveries and the provision of services; (iii) require advance payment or the provision of adequate security; (iv) reject any order not yet accepted by Hilti; (v) withdraw with immediate effect from any individual contract that has already been concluded but has not yet been performed, or has not yet been performed in full, or from the unperformed part of such contract; or (vi) terminate with immediate effect any contract involving continuing, continuous or recurring performance. Hilti may take any of the measures specified in (i) to (vi) if: (a) the Customer commits a material breach of any contractual obligation owed to Hilti, including where the Customer fails to pay an invoice when due and the payment remains overdue for at least thirty (30) calendar days; (b) any enforcement, attachment, seizure, collection, debt recovery, claim enforcement or similar measure is initiated, levied, carried out or continued against the Customer's assets, receivables, bank accounts or business operations; (c) the Customer becomes insolvent, is unable to pay its debts as they fall due, suspends payment of its debts, or it may reasonably be established from the Customer's statements or conduct that it intends to suspend such payments; or the Customer enters into negotiations with its creditors concerning the restructuring or rescheduling of its debts, or enters into or proposes any composition, debt settlement arrangement or payment moratorium with its creditors; (d) bankruptcy, liquidation, restructuring, voluntary winding-up, compulsory strike-off or any other similar Hungarian or foreign proceeding affecting the Customer's solvency, the administration of its assets, the continuation of its operations or its dissolution without a legal successor is commenced, initiated or ordered in respect of the Customer; (e) a liquidator, bankruptcy administrator, voluntary liquidator, restructuring expert, supervisory commissioner, asset administrator or other similar officer is appointed in respect of the Customer or any material part of the Customer's assets or business operations, or an application is made for the appointment of any such person; or (f) any change occurs in the Customer's financial condition, ownership structure, control, management, creditworthiness or business operations which, in Hilti's reasonable opinion, may adversely affect the Customer's ability to perform its obligations towards Hilti. Hilti may exercise the rights specified in Clauses 13.1(i) to 13.1(vi) in respect of the affected order or contract. If Hilti reasonably considers that the relevant event may generally affect the Customer's ability to perform its obligations, Hilti may: (a) reject any or all orders of the Customer that have not yet been accepted by Hilti; (b) withdraw from any individual contract between Hilti and the Customer that has already been concluded but has not yet been performed, or has not yet been performed in full, or from the unperformed part of any such contract; and (c) terminate any contract between Hilti and the Customer involving continuing, continuous or recurring performance. Hilti may set off or apply any amounts paid by the Customer against any invoice debt, default interest, debt collection costs, damages, storage costs, return transport costs, cancellation or withdrawal costs, legal costs or other payment obligations owed by the Customer to Hilti. Hilti shall refund any amounts paid by the Customer for products not delivered or services not performed only after deducting all amounts due to Hilti and only to the extent required under the relevant contract or applicable law. To the fullest extent permitted by applicable law, Hilti shall not be liable for any damage, contractual penalty, liquidated damages, loss of profit, loss of production, loss of use, loss of business opportunity or other compensation arising from any suspension, cancellation, withdrawal or termination under this Clause 13.

14. Miscellaneous

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

14.2. Additions or amendments to these GTC, or any waiver of any provision of these GTC, shall be valid only if made in writing, duly signed by the registered authorized representative of Hilti.

14.3. Hilti may amend these GTC and any linked document referred to or linked in these GTC at any time for future orders, contracts and 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, unless the Customer objects in writing before the expiry of that period. 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 and without liability to the Customer. The Customer shall promptly notify Hilti in writing of any change to the contact person or contact details provided during registration or contracting. Notices sent to the last contact details provided to Hilti shall be deemed validly sent.

14.4. You may not assign, transfer, sub-contract or in any way dispose of its rights, claims or obligations under any contract with Hilti without the prior written consent of Hilti duly signed by the registered authorized representative of Hilti. Hilti may assign or transfer any of its rights, claims or receivables to any Hilti group company or third party without the Customer's consent.

14.5. If any part of these GTC is or become invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by applicable law.

14.6. Any invalid, illegal or unenforceable provision shall be replaced, to the fullest extent permitted by applicable law, by a valid and enforceable provision that most closely reflects the commercial purpose and economic effect of the original provision.

15. Governing law and dispute resolution

These GTC and all contracts between Hilti and you are governed exclusively by the laws of Hungary. The provisions of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG) are hereby explicitly excluded.

Any dispute, claim or controversy arising out of or in connection with these GTC or any contract between Hilti and the Customer, including any dispute concerning their

existence, validity, interpretation, performance, breach, termination or consequences of termination, shall be submitted exclusively to the competent ordinary courts of Hungary, with exclusive venue before the Budapesti II. és III. Kerületi Bíróság. In all other cases, the court having jurisdiction and competence under the Hungarian Code of Civil Procedure shall proceed.