Important notice: The English language version is provided for information purposes only as a translation of the original Estonian version. In case of a conflict, the Estonian -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**") Hilti Eesti OÜ, registry code 10390953, address Mustamäe tee 46, 10621 Tallinn, Estonia (collectively "**Hilti**", "**we**", "**us**" or "**our**") apply to all our offers, quotations and contracts for the sales and delivery of our products (e.g. tools and consumables) and related services as described on our website www.hilti.ee. These terms also apply to advice or suggestions we provide through our website. Essential information on product specifications, service scope and any relating limitations published at our website www.hilti.ee and/or delivered with products form a part of these GTC. If any conflicts arise, the present GTC will take precedence, unless Hilti states otherwise in writing. References to "**Customer**", "**you**" or "**your**" all pertain to the buyer of our products and recipient of our services. This buyer or recipient is a legal entity or a sole proprietor who is acting in the course of its trade, business or profession. In cases where the buyer or recipient is a legal entity represented by a person, by creating a Customer account on www.hilti.ee, such person confirms that they are duly authorized to act on behalf of that legal entity; otherwise, they shall be deemed to have assumed the obligations personally and shall be liable for all damages caused to us. 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 Store**"), through our Customer Service, your Account Manager, your Field Engineer and on our website www.hilti.ee.

2. Offers, Orders and Order Confirmations

2.1. Our offers: Our offers (including but not limited to quotations and price agreements) are always non-binding and can be adjusted unless otherwise indicated. The same applies to 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. We expressly reject any conflicting or additional terms proposed by you, and any acceptance of order is strictly conditional upon your acceptance of our GTC only. Your own general terms and conditions will not apply, even if not expressly rejected by us. The GTCs do not restrict your rights specified in the regulatory enactments of the Republic of Estonia that cannot be excluded with GTC.

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 the GTC to 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 time of registration, you confirm that you are authorized to represent the legal entity you act on behalf of. If not, you remain fully bound by any actions performed under the registered account, including liability for all damages incurred by Hilti as a result of your actions. 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. Allowing your employee or any other person access to your account is considered authorizing such person to act on your behalf in relationship with Hilti. 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. By permitting any employee or third party to access your account, you confer upon them the authority to act on your behalf in all matters concerning Hilti.

2.4. Your confirmation: Our products and services are intended exclusively for **professional use** within the Republic of Estonia. We do not sell to private consumers. By accepting these GTC, you confirm that you are a professional end user, whether a legal entity or a sole proprietor acting in the course of your economic or professional activities (with the relevant skill set), using our products and services for professional purposes only.

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

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

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, in addition, a cancellation penalty equal to twenty-five percent (25%) of the total net purchase price of such Non-Catalog Product. The parties agree that the cancellation penalty represents a reasonable estimate of the additional costs likely to be incurred by Hilti as a result of the cancellation, including, without limitation, costs related to scrapping, storage, warehousing, handling, transportation, disposal and other related costs.

3. Prices

3.1. Pricing: Your individually agreed prices as shown in your Hilti Customer Account apply to our products and services, otherwise the Hilti standard price list applies. These prices *are net (excluding statutory VAT, taxes and all other applicable duties)*. Prices in the online store are shown in euros without tax. Applicable taxes as in force at any given time (such as 21% VAT currently) are added to the price in accordance with applicable legislation. 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 if the circumstances under which a contract is entered into have changed and the change results in material change in the balance of the obligations due to which cost for Hilti or the performance of an obligation increase significantly, including but not limited to changes in costs of raw materials, materials, production, new or increased tariffs, inflation or currency, to an extent permitted by applicable law. Updated prices are available on our website. When you have accepted these GTC as Framework GTC, the same applies for any ongoing contracts you have with us since your registration.

4. Payment terms

4.1. Invoices: You must pay all your invoices within **14 calendar days** from the date of invoice, unless Hilti has agreed otherwise in writing, or unless you make a purchase at a Hilti Store and pay immediately. If no payment terms are stated on the quotation or invoice, you shall pay us immediately when you place an order with us Payments must be made in full - without any deductions, withholding, sets-off or counterclaims - unless otherwise agreed for undisputed or legally established receivables. Only non-cash payments are permitted. Hilti reserves the right to change the payment terms (including method) from time to time.

4.2. Late payment: If you miss the payment deadline; you are in default and agree to pay all Hilti's costs related to collecting overdue payments. This includes interests, adjustments, and any other reasonable expenses such as legal and collection fees. The late payment interest of 0.2% of the unpaid amount is to be paid for each day of delay in the payment of the Invoice, from the first day of delay until full payment of the debt.

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

4.4. Payment Default: 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, Incoterms, costs and time of delivery: We deliver our products and services exclusively to addresses within Republic of Estonia and therefore cannot be held responsible for the marketability (including delivery) of the products and services outside of the Republic of Estonia. 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 determine partial deliveries and any charges for expedited orders. Defects in partial deliveries do not allow cancellation of 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 www.hilti.ee, surcharges may apply depending on market conditions. Charges, fees and shipping method are subject to change. If no place of delivery and Incoterm (designating moment of transfer of risk) has been agreed upon, delivery shall be EX Works (Incoterms 2010 – Hilti store at Mustamäe tee 46, Tallinn 10621, Estonia, regardless of whether Hilti arranges the transportation. Unless delivery to your location was agreed, you are responsible for collecting the products at Hilti store.

5.2. General delivery conditions: Ensure the contact person is responsible for receiving the products and services to be rendered is available. 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 any delays, waiting times or business interruptions due to unannounced site conditions. If delivery issues arise due to incorrect information you provided, you will be responsible for any associated additional shipping/delivery/or other related costs. You agree that ensuring safe environment for delivery is your obligation and lack of

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

5.4. Delivery estimates: Delivery times are estimates. You accept all reasonable risks associated with delays and waive the right to suspend or terminate the contract due to a reasonable delay. 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.

5.5. Force Majeure: Hilti nor you are 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 we can prove: (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 but are not limited to (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 significantly 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 the contact person who is responsible to confirm and inspect the delivered products, services and any related invoices is available and does so 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 fourteen (**14) 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 without any liability.

6. Your Usage

6.1. Respecting compliance: Hilti products and services comply with all applicable regulations and the standards within jurisdiction of the Republic of Estonia, and detailed installation and usage instructions provided. Unless otherwise agreed in writing, our products and services are intended for use only within the Republic of Estonia, based on applicable technical and regulatory standards. When buying and using Hilti products and services, you must comply with all relevant laws, regulations, technical and construction standards and instructions provided as well as provide 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 extend 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 whether (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; and (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. General warranty: Unless stated otherwise in this section, we warrant our products are free of defects in material or workmanship at the time of delivery for 6 months from the date of purchase. Submit a written claim by registered letter or e-mail if you find a defect within 14 calendar days. 3If 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 to the fullest extent permitted by applicable law, except where reimbursement is expressly required by applicable mandatory law, Hilti will not be responsible shall have no obligation or liability for the costs of any dismantling, removal, reinstallation, inspection, testing and/or transportation of the products defective or allegedly defective products, or any related labor or third-party costs. Services are performed on a commercially reasonable best-efforts basis. 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. Hilti shall not be liable for any indirect, incidental or consequential damages, including, without limitation, loss of profit, loss of revenue, loss of production, loss of use, business interruption or claims of third parties, arising out of or in connection with any defective product or defective service. Hilti's total liability arising out of or in connection with this GTC, regardless of the basis of the claim, shall not exceed the amount actually paid by the Buyer for the specific defective goods and or Services. To the maximum extent permitted by applicable law, Hilti excludes all statutory rights and remedies of the Buyer relating to defects or non-conformity of the goods under the Civil Law of the Republic of Estonia. This exclusion does not apply in cases where liability cannot be excluded under applicable law, including in cases of fraud or willful misconduct.

7.2. Hilti Tool Warranty: 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 www.hilti.ee. Hilti can exclude other tools as covered by the Tool Warranty for future purchases at any time, with the effect for tools delivered thereafter. With the Tool Warranty, we guarantee:

(a) **20-years Free-of-Manufacturing-Defect Warranty**: repair or replacement of parts or the tool that breaks as a result of defects in materials or workmanship during the production of the tool for 20 years, starting at the date of purchase. Related batteries and charges 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:** free tool repairs, calculated from the date of purchase, for up to the first 2 years (depending on the tool) This includes damage resulting from normal wear and tear, spare parts, labour and shipping.

(c) **Repair Cost Limit**: after the first 2 years onwards, Hilti will repair defective tools based on its standard repair price list, but with a cost limit published on our website www.hilti.ee 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) **Repair Turnaround 3 working days**: 3 working days Turnaround time is our aim, not a fixed delivery period or a guarantee. 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. The 3 days Turnaround does not apply in case of Force Majeure, for tools specified on the website and quotations.

7.3. Our commercial warranties 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, if any, in case of product defects remain unaffected.

7.4. Our commercial warranty for chisels and Diamond consumables: Any Hilti ultimate line of chisels, 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, if any, 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, or in case you have overdue Invoices at the moment when the warranty and guarantees are claimed. In such case, Hilti reserves the right to verify ownership and the right not to offer the warranty and/or provide service if aforementioned conditions are not met.

8. Our Repair Services

8.1. Scope: This section 8 applies to Hilti's repair services as published on www.hilti.ee, regardless whether they are in-or-outside the warranty and guarantees as described in section **Error! Reference source not found.**. By submitting request for repair , you agree to these terms under which the repair will be conducted.

8.2. Your repair request: Use our online self-service to quickly order repairs. Upon your repair request, we confirm your request via e-mail . Hilti may, at its discretion, provide you with loaner tool while your product is being repaired. Products that have been knowingly used in areas containing asbestos or contaminated with hazardous substances as well as products that pose a fire hazard (e.g. damaged batteries) 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 all the applicable laws and regulations of the country where the equipment is located. You are responsible for ensuring proper labeling, documentation and proof of compliant disposal If such 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 own cost and to seek indemnification for any damages or regulatory penalties incurred.

8.3. Submission and ownership: Once you submit your product to Hilti or its agent for repair, you agree that repair work meets characteristics of "Contract for Services", and therefore Hilti has, in order to secure claims arising from such contract for services, right of security over the movable submitted which Hilti has repaired or modified, if such movable is in the possession of Hilti for contracting purposes. We may refuse repair services if you have any overdue invoices, products are not fully paid for or products are 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. Repair quotations can be provided at your request. Any transportation costs will be added to that value. 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. The quotation is based on a preliminary review and may be subject to reasonable changes once the product is dismantled for full inspection. If you decide not to proceed with the repair after receiving the quotation or do not respond to the provided quotation within fourteen (14) calendar days, Hilti may, at its discretion, return the product in a disassembled state or after notifying you, dispose of the product after your written confirmation or failure to respond to the notification within (fourteen) 14 calendar days. 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 become Hilti's ownership and Hilti is entitled to reuse them 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 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 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 you agree to these terms. Any products for which the warranty period has expired cannot be returned to 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. Collection and disposal: We may keep the item you provided us for repair, until repair costs are paid. If you fail to pick up a repaired item within **14 calendar days** of notification, we may charge for storage or send it to you at your expense. If the item is not collected within **14 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 **14 calendar days**.

8.7. End-of-life handling: Where Hilti accepts your products by taking them back outside of 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. Calibaton Services: Whenever you request Hilti's calibration services to test and re-adjust your Hilti measuring tools, Hilti Calibration Certificates are based on the manufacturer's standards and correspond to a declaration of conformity according to ISO/IEC 17050-1.

9. Liability and indemnification

9.1. Liability: Hilti, including our legal representatives and Hilti personnel, is in no event liable for, and you hereby agree to indemnify Hilti against, all claims related to special, direct, indirect, incidental, consequential, financial and any other damages including but not limited to damages related to delay in delivery dates, business interruption, loss or reduction of turnover or profit, interruption and/or loss of productivity, loss of interest, goodwill, financing, use or reputation, arising out of or related to the sale, use, or inability to use the product or service, including costs and legal costs, even if caused in whole or in part by the negligence of Hilti, except in cases of gross negligence or willful misconduct by Hilti. You agree to assume full responsibility for the use of the product and for organizing your business in such a way that any reasonable delay in delivery or service does not disrupt your operations.

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

9.3. Limitation of liability: Subject to the clauses 9.1 and 9.2, our total liability (whether in contract, tort including negligence, misrepresentation or otherwise) under or in connection with the performance, breach of statutory duty or contemplated performance of the contract, or based on any claim for contribution or indemnity, will not exceed the amount of the invoice under the contract. In the 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 extent it exceeds this limitation.

10. Intellectual Property

- All intellectual property related to the products and services, or created during the contract, is exclusively property of Hilti Corporation, Hilti's parent company. These GTC do not give you the right or license to use Hilti Corporation's intellectual property. All logos, trade names, and trademarks used by Hilti are Hilti Corporation's property. You are only allowed to use the same with Hilti Corporation's written permission. Hilti makes no warranty regarding potential infringements of third-party rights arising from the use of its products and services, and accepts no liability for any 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 Notice on our website www.hilti.ee. Information on data generated by the use of our products and related services, access to such data, how to 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 consent or use it for any other purpose than agreed in writing. If required by law to share the information, you must – where legally permitted - inform us in writing immediately first about the need and circumstances, and we will discuss how to protect Hilti's interests.

13. Suspension and termination

In the event that (a) you are in material breach of any of your contract obligations, including of not making timely payments (i.e. payment of invoice is overdue by at least **30 calendar days**; (b) you (an individual or partnership) make or offer to make any voluntary arrangement or composition with your creditors, become bankrupt or insolvent, or if any bankruptcy petition is presented against you or application for insolvency proceedings of a legal person is submitted against you or (c) you (as a company) have an administrative receiver or administrator appointed, make a voluntary arrangement with your creditors, or if documents are filed with a court for the appointment of an administrator or notice of intention to appoint an administrator is given by you or your directors or by a qualifying floating charge holder, or you commence to be wound up, Hilti may at its discretion and without prejudice to any other right or claim terminate in part any and all of the other contracts between Hilti and you. All the circumstances listed in the first sentence of this section are considered fundamental breaches of contract. 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 once contract is terminated; or set off these sums if permitted in law.

14. Miscellaneous

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

14.2. Additions or amendments to these GTC must be made in writing. Amendments to GTC are made public on Hilti web page www.hilti.ee and are in force for you once published or disclosed to you in any other way, whichever occurs first. By conducting regular business with Hilti, the client undertakes to regularly monitor Hilti website for GTC changes.

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.. If you don't agree with the new GTC you may terminate the contract

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

14.5. If any part of these GTC be or become invalid or unenforceable, that part will be deemed not included, but the rest of the GTC will remain valid and enforceable. If any potentially invalid term can be divided into several independent parts and one of them is void, the other parts remain valid

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

14.7. Prices in the online store are shown in euros without tax. Applicable taxes as in force at any given time are added to the price in accordance with the governing laws and regulations.

15. Governing law and dispute resolution

These GTC and all contracts between Hilti and you are governed exclusively by the laws of Republic of Estonia. 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 court in the Republic of Estonia, corresponding to the legal address of Hilti.