

General Conditions – Hilti Svenska AB

1. General

These General Conditions cover Hilti's sale of goods to a customer. Below, Hilti is referred to as the "Seller" and the customer as the "Buyer".

Where it is applicable, these general conditions also cover Hilti's performance of services to a customer.

For the sale of goods, the standard form general conditions NL 17 applies between the Seller and the Buyer, save for clauses 16, 17, 24, and 37. In the event that there is a conflict between NL 17 and these General Conditions, the provisions in these General Conditions takes precedence.

Clause 16 is excluded in its entirety.

Clause 17 of NL 17 shall be replaced with the following: If the delay exceeds 10 weeks without the Products being delivered, the Buyer may, in writing, request delivery within a final reasonable deadline that cannot be shorter than a week. If the Seller does not deliver the Product before the deadline, and the failure to do so is not due to a circumstance that the Buyer is responsible for, the Buyer may, in writing to the Seller, terminate the part of the contract relating to the Product that cannot be used due to the delay in delivery. In the case of such termination, the Buyer is only entitled to repayment of the price paid for the Product. Beyond that, every demand from the Buyer as a consequence of the Seller's delay is excluded.

Clause 24 in NL 17 shall be replaced with the following: The Seller is obligated to, in accordance with the provisions in clauses 25-36, by replacement or repair, remedy all defects in the Product resulting from faulty design, material or workmanship. The Seller is entitled to, at its own discretion, decide that the defect is remedied by termination of the purchase contract. In such case, the Buyer is only entitled to repayment of the price paid for the Product. Beyond that, every demand from the Buyer as a consequence of the Seller's termination of the contract is excluded. If the Seller is responsible for a defect, it is also liable for damage to the Product caused by the defect. The Seller's liability does not include defects caused by material provided by the Buyer, or design prescribed or specified by the Buyer. The Seller's liability for defects is limited to the price paid for the Product, no matter the cause of the defect.

What is stated in these General Conditions does not apply where the parties have otherwise agreed in writing.

2. Prices etc.

The price for goods and shipping are stated in the Seller's current price list, which is published on the Seller's website www.hilti.se.

3. Hilti Tool service and conditions for repair

Some of the Seller's products are covered by Hilti's Tool Service; how the conditions are applied and what products that are covered are stated on www.hilti.se.

4. Shipping conditions

The Seller arranges the transport of the goods to a delivery address in Sweden specified by the Buyer. The risk for the goods are transferred to the Buyer when the goods are delivered to the Buyer. Unloading of long goods (goods with a length exceeding 2.4 metres), shall be arranged by the Buyer at Buyer's risk.

The delivery time is subject to agreement between the Seller and Buyer in connection with the sale of goods.

The Buyer is aware that the agreed delivery time is only an estimation and may be changed by the Seller.

A person receiving goods on behalf of the Buyer shall be able to provide identification.

5. Payment conditions

Within 15 days from the invoice date.

6. Buyer's obligations – services

When the Seller performs services, the Buyer has the following obligations:

- (a) To provide safe access for the Seller's personnel (e.g. employees, representatives, and sub-contractors);
- (b) The Buyer shall ascertain that all necessary permits and consents for the performance of the services has been procured;
- (c) Provide necessities for the performance of the services, such as, but not excluding, electricity, lighting;
- (d) Ascertain that the place for the performance of the services are free from any dangers relating to health and safety; and
- (e) Be responsible for potential death or personal injury caused by the Seller's personnel, or loss of Seller's property at the Buyer's area, except for when it has been caused by the Seller or the Seller's sub-contractors' negligence.

7. Warranty for performed services

The Seller is obligated to, by performing the services, remedy all defects in the service caused by deficiencies in the performance of the service. The Seller is also entitled to, at its own discretion, decide that the defect is remedied by termination of the contract. In such case, the Buyer is only entitled to repayment of the price paid for the service. Beyond that, every demand from the Buyer as a consequence of the Seller's termination of the contract is excluded. If the Seller is responsible for a defect, it is also liable for damage to the service caused by the defect. The Seller's liability does not include defects caused by material provided by the Buyer, or design prescribed or specified by the Buyer. The Seller's liability for defects is limited to the price paid for the service, no matter the cause of the defect.

8. Termination

The Seller has the right to immediately terminate the contract if the Buyer has entered into bankruptcy, debt restructuring, and liquidation or otherwise can be assumed to be insolvent. Regardless of whether the contract is terminated or not, the Seller shall be compensated for damage arising as a consequence of the Buyer's insolvency.

9. Information

Information, advice, or instructions provided to the Buyer from the Seller in connection with purchase, education, or other assignments that the Seller performs for the Buyer, are only an aid for the Buyer for the purchase and the use of the Seller's products. The information, regardless of it being provided orally or in writing, is a service to the Buyer and is not meant to replace the Buyer's own research, calculations, analysis or other assessments. It is the Buyer's responsibility to ascertain that the information the Buyer intends to utilise in every situation is useful, functional and suitable. The Seller is not responsible for potential damage as a consequence to the Buyer's use of the information.

10. Right of return of stock items

The Seller undertakes, within three (3) months of delivery, to accept a returned item, provided that the product is an ordinary stock item that, at the time of return, is included in the Seller's standard range, and that it is not exempt from the right of return according to the last paragraph in this clause. The conditions of the right of return are, furthermore, that the product is as new and the packaging intact.

For returns, the Seller has the right to charge a return fee of 20 % of the amount invoiced at the time of delivery. If the request of return takes place within 14 days from date of delivery, no return fee is charged.

The Buyer is responsible for shipping costs and other expenses incurred by the return.

Credits for returned products are done with the same amount that was charged in connection with the sale.

The Buyer who wants to use the right of return is to notify the Seller, whereby the Buyer receives a reference number that shall be provided when the product is returned.

The products shall, at the time of return, be sorted, counted, and marked. If the Buyer fails to do so, the Seller is entitled to charge the actual cost for the handling.

Right of return does not include products that has been acquired especially for the Buyer, and not products sensitive to frost or products with limited shelf life such as sealants and fire retardants, chemical anchors and electrical components.

11. Complaints

In connection with complaints, the Buyer is provided with a reference number that shall be provided in connection with the handover of the product to the Seller for remedial work or redelivery.

12. Change to the Conditions

The conditions are available at Hilti Online, www.hilti.se, where notifications of changes to the conditions are also posted.

13. Intellectual Property Rights

All intellectual property rights to and in the product (such as, but not excluding, patents, copyrights, designs and trademarks) remains with the Seller. Nothing in these conditions can be construed as a transfer or lease of such rights, in whole or in part, to the Buyer.

14. Dispute

NL 17 clause 48 is amended, and the following applies. Potential disputes shall always be settled by the general courts.

Valid from 2020-06-17

This translation has been provided as an aid and should only be used as a reference. It is the conditions as drafted in the Swedish original that applies between the Seller and the Buyer.