

## **General terms and conditions for delivery and payment, and for the repair and maintenance of Hilti (Poland) Sp. z o.o. equipment and provision of services by Hilti (Poland) Sp. z o.o.**

These "General Terms and Conditions" constitute an integral part of the contract of sale or of the repair contract as well as provision of services entered into between the Customer and Hilti (Poland) Sp. z o.o. (hereinafter referred to as "Hilti"). Any divergences from these "General terms and conditions" of the agreement between the Customer and the staff of Hilti require written form to be valid.

### **1. General terms and conditions for carrying out repair work, maintenance and other services**

#### **1.1. Receiving equipment for repair**

Hilti provides charged repairs. (excluding diamond core bits and diamond wall saw blades) as well as guarantee repairs. The basis for the acceptance of equipment for repair work is a written Repair Order in accordance with an established template signed by the Customer. Hilti equipment may be reported for repair at company's website [www.hilti.pl](http://www.hilti.pl), by phone at the Hilti's Call Centre (801 888 801), at the company shop "Hilti Store", by Hilti's technical experts or through mobile apps.

#### **1.2. Location for performing the repair work and other services**

If Hilti so decides, the repair work will be carried out at the Customer's premises, where the equipment for repair is located. In this situation and for other services which may be carried out at Customer's premises, the Customer shall be required to:

- ensure that the Hilti representatives are provided with secure access to the equipment or site other services are performed;
- ensure that all permits and approvals required for carrying out repairs or other services have been obtained;
- ensure the necessary utilities for the repair work or other services (electrical energy, power);
- ensure that the spaces in which the equipment to be repaired is situated or in which other services are provided meet the occupational safety and health requirements.

The Customer shall be liable for the death or injury of any Hilti representative performing the repair work or other services, as well as for any pecuniary damage to Hilti, Hilti's staff and subcontractors, if such damages arise at the location of the repair work or other services, unless such damage has been caused by the negligence of Hilti or of its subcontractors.

#### **1.3. Transport costs**

The costs of delivering the equipment to the company shop "Hilti Store", as well as the pick-up of repaired equipment at the company shop "Hilti Store", shall be borne by the Customer.

In the event of a notification of a service request made by phone to its Call Centre, Hilti shall bear the costs of conveying the equipment to be repaired via courier service, provided that the delivery is ordered by Hilti. Equipment for repair given to the courier service messenger must be packaged appropriately so as to prevent damage during transport. Packing costs of the equipment sent shall be borne by the Customer. Delivery after the repair to the indicated address on the territory of the country shall be borne by the Customer.

#### **1.4. Terms and conditions for carrying out repairs**

The extent and scope of the repairs performed shall be adapted to the level of confirmed damage to the equipment, based on an scope thereof. The repair of the equipment shall include the restoration of its functions and operations in order to allow the re-use of the equipment under the appropriate conditions. The manner of carrying out the repair work shall be determined by internal procedures, guidelines for the repair of equipment, and also defined for all types of equipment having the same quality standards as Hilti.

#### **1.5. Hilti Three Day Repair Service**

For charged repairs, Hilti offers to return tools sent in for repair within three business days after the tool is picked-up by the courier, otherwise the repair is for free. The three day turnaround time does not apply in case of force majeure events, for certain products, for delivery outside the country or certain regions in particular time and when the Customer requires a detailed cost estimate to be prepared and when a device is submitted for repair by an entity other than the owner of the device noted in the Hilti transaction system.

In case the three day turnaround time is exceeded, free of cost repair is the Customer's exclusive remedy. Hilti is not liable for any damages or losses caused by late delivery of repaired tool.

The Hilti Three Day Repair Service is only available until further notice and may be stopped by Hilti at any time. Detailed current conditions of Hilti Three Day Repair Service with the list of exclusions are available at [www.hilti.pl](http://www.hilti.pl)

### **1.6. Post-repair warranty**

Hilti (Poland) Sp. z o.o. shall provide a post-repair warranty (at Zero Cost) for repair work undertaken within a period of 3 months from the date of the last repair after each paid full repair. During the post-repair warranty, Hilti shall carry out a complete hardware repair of the equipment regardless of the quantity of spare parts. Hilti does not assume any further liability for damage caused by defective equipment after such repairs have been made. Along with the return of the equipment after payable repairs, Hilti shall provide the Customer, at its specific request, the parts or components removed at the time of the repair work. The post-repair warranty does not cover damage caused by mechanical faults, incorrect operation, improper operating conditions (temperature, humidity and, in particular, a supply voltage other than that specified in the user manual), and unexpected events (eg. fire, flood, lightning etc.).

### **1.7. Costs of repairs, cost estimate**

The Customer shall pay the costs for the repair work, after its completion, in accordance with the applicable Hilti price list of spare parts, materials and labour.

At the time of accepting equipment for repair from the Customer, Hilti shall provide the Customer with an estimated cost of repairing the equipment within the framework of the "LIMITED REPAIR COSTS" programme. The actual costs of repair work performed shall not exceed in this case the maximum stated amount declared at the time of the acceptance of the equipment for repair.

At the special request of the Customer, the Hilti Service Centre shall prepare and provide the Customer with a detailed cost estimate of the anticipated costs of the repair work. Hilti will execute repair according to the cost estimate delivered to the Customer unless the customer earlier than 8 working days as from delivery of cost estimate would decline the repair..

In the event that the Customer declines the repair work after the detailed pricing is prepared Customer shall bear the cost of labour, supplies (according to the current price list), technical expertise related to the disassembly of the damaged equipment, and the administrative costs of the preparation of the estimate and shipping costs of the equipment. The equipment shall be returned to the Customer without restoration of the proper operational features. Hilti assumes no liability for any damage or harm caused by the use of equipment that has been returned to the Customer without having been repaired. As a condition of repair Hilti may ask the Customer being in delay in any payments due to Hilti to prepay an estimated repair cost calculated according to the limited repair cost programme.

### **1.8. Time limits for payment**

The fee for services rendered is payable within 7 days of the payment request; however, no later than at the time of picking up the equipment from repair or receipt of the notice of completion whatever is earlier, unless the parties have agreed otherwise on a different date of payment in the case of payments made by bank transfer.

### **1.9. Deadline for pick-up**

The pick-up of equipment after the repair work must be made within 7 days of the date of notification that the work is complete. Such notice of completion shall likewise be understood as being a request for payment. In the event that there is no notice given, the Customer is required to pick up the equipment no later than 30 days from the date of the submission of the repair order.

Following the expiry of the foregoing deadline, Hilti shall store the equipment at the Customer's cost and risk for a period of 30 days, and shall charge interest on arrears of payments not made. In the event of the expiry of the foregoing period of storage of the equipment without action on the part of the Customer, such equipment shall be deemed to have been abandoned with a view towards waiving its ownership, and shall become the property of Hilti. The Customer waives any claims against Hilti associated with the transfer of ownership of the equipment.

In order to maintain the high quality of equipment following repair and maintain its full functionality, it is recommended that Hilti equipment be repaired at the Hilti Service Centres.

## **2. General terms and conditions of sale of Hilti equipment**

### **2.1. Delivery conditions and terms of payment**

Proposals submitted by our staff for entering into a contract of sale are valid 14 days from the date of issue.

### **2.2. Sales prices**

Sales prices are given in accordance with the pricing lists in force on the date of sale or in accordance with the offer made by Hilti.

### **2.3. The terms and conditions and forms of payment**

Cash only in Hilti Stores, VISA or MasterCard credit card or bank transfer fee payable within 14 days, unless Hilti provides the buyer with a trade credit; however, at the online store, only VISA or MasterCard credit card or bank transfer are accepted. In the case of custom orders, the implementation of which requires import delivery or intra-community delivery, we reserve the right to make our acceptance conditional upon the payment by the buyer of 50% of the amount of the contract price.

### **2.4. Termination of agreement**

Within 14 days the goods purchased may be returned, provided that they do not show any signs of use, the packaging is intact and suitable for resale. The value of the returned goods shall be the value according to the invoice on the date of purchase. As part of returns we do not accept returns of any goods the obtaining of which was for Hilti connected with additional activities or involved a special request of the customer. Returns may not be made of any goods that were purchased with an specified expiration date of suitability for use, nor any equipment that was used previously for demonstration purpose, as well as prefabricated products on customer's order.

### **2.5. Correcting invoices**

In connection with the entry into force of the Act of 27 November 2020 amending the Act on Value Added Tax and certain other acts (Journal of Laws 2020, item 2419, the so-called SLIM VAT package), as of 1 January 2021 the rules of VAT settlements in connection with correcting invoices issued have changed. Considering the above, the conditions for reduction of VAT base shall be deemed to be fulfilled on the date of issuance of the correction invoice.+

## **3. Warranty and claims**

### **3.1. General**

Hilti hereby excludes the application of the provisions on warranties for defects in goods sold (Article 556 *et seq.* of the Polish Civil Code) except consumer sales and entrepreneurs acting on the rights of consumers. Hilti's liability with regard to the goods sold is limited to the terms of any specific product warranty.

Warranties for goods or services having certain characteristics or for the fitness of the goods or services delivered for those purposes desired by the Customer are solely valid under the condition and to the extent to which the Customer has been provided with written assurances that the goods or services contain the said characteristics or that they are suitable for such purpose.

The warranty rights for equipment sold or repaired shall be extinguished under any of the following circumstances, which applies to all warranties: (I) use of the equipment that is not in accordance with the operating instructions; (II) warehousing and storage of the equipment in an incorrect manner and under improper conditions; (III) repair of the equipment by unauthorised persons; (IV) carrying out of changes or modifications to the equipment by unauthorised persons; (V) tampering with the warranty seal (sticker on the machine) or obliterating its identifying features. Hilti may refrain from execution of warranty rights of the Customer being in delay with payment of the price and retain the equipment sent for warranty repair until the full price of equipment bought is paid.

Solely the persons authorised by Hilti are entitled to make factual findings upon the scope and manner of performing repairs and the circumstances causing the extinguishment of warranty rights.

Hilti reserves the right to choose how to exercise warranty rights.

### **3.2. Warranty programs for power tools**

**Hilti offers service within the framework of the “Service for life” programme. This program includes: (I) The “Forever” Manufacturer's Warranty, (II) the “Zero Cost” package and (iii) the “Forever” Limited Repair Costs.**

#### **I. The “Forever” Manufacturer's Warranty**

All of the Hilti devices, power tools, drive units having an internal combustion engine, DX/GX/BX nail guns, and chargers enjoy a lifetime manufacturer's warranty, which ensures that the equipment will be free from defects in material and regarding its assembly. Subject to conditions below, Hilti shall repair free of charge any device in which there are defects as regards the material or assembly. In the event of the impossibility of repairing the device, Hilti shall reimburse the buyer for the current value of the device as of the warranty claim date, taking into account the degree of its depreciation. Further-reaching claims are excluded. The manufacturer's warranty shall be valid for the period of

the technical and economic suitability/fitness of the equipment for use ("Forever"). The manufacturer's warranty shall be deemed valid provided that the device has retained its technical integrity, has been used only for the jobs and the type of work referred to in the user's manual, and has been maintained and cleaned in accordance with the manufacturer's recommendations. The manufacturer's warranty does not cover damage caused by mechanical faults, incorrect operation, improper operating conditions (temperature, humidity and, in particular, a supply voltage other than that specified in the user manual), and unexpected events (eg. fire, flood, lightning etc.). The use of non-original supplies or service by unauthorised persons shall be grounds for invalidating the manufacturer's warranty. The "Forever" manufacturer's warranty shall not apply to materials built into (and, in particular, anchors or nails), slings, system installation, materials for cutting, drilling and grinding, and any parts of the equipment and accessories that are subject to normal wear when used in accordance with the operating instructions and for its intended purpose.

## **II. The "Zero Cost" package for up to 2 years**

In addition, Hilti offers, as a part of its standard package offers, a "Zero Cost" package, in which, when using Hilti tools, the Customer does not incur in any costs associated with the maintenance and servicing of the item for up to 2 years from the date of purchase. For certain power tools, this period is 1 year or Hilti doesn't offer a "Zero Cost" package (see details at [www.hilti.pl](http://www.hilti.pl)). The "Zero Cost" package includes, among other things: (I) free labour; (II) free replacement of consumable parts (e.g. electric wire, brushes, heads, switches, etc.); (III) free replacement of parts that are damaged or worn as a result of normal operation (bearings, gears in the transmission, etc.); (IV) free service checks for the service indicator devices; (V) a free device check after each repair and (VI) free pick-up and return the repaired item in any location in the country indicated by the Customer. The "Zero Cost" package is not applicable for over use, damage due to abuse, or use not in accordance with the tool operator's manual. Certain consumables such as pistons, buffers and spring clips for powder actuated tools, pull cord assemblies, spark plugs and filters for gas saws, detachable power supply cords, and filters for vacuums are excluded from the "Zero Cost" package. The current terms and conditions for the "Zero Cost" package are provided on the company's website at [www.hilti.pl](http://www.hilti.pl).

## **III. "Forever" Limited Repair Costs**

Following the expiry of the "Zero Cost" period, Hilti offers a limited repair costs program, as long as replacement parts remain available. In this program, there is a specified limited repair costs system for each device. Hilti offers that, over the entire duration of the period (technical and economic life of the equipment for use), the Customer will not pay more than the set limit for any repairs. If, however, the actual cost of the repair is found to be lower, the Customer will pay only the actual cost of repair. Repair cost limit values do not include charges for outbound freight or taxes when applicable. Current terms and conditions for the "Limited Repair Costs", including the applicable repair cost limit values, are provided on the company's website at [www.hilti.pl](http://www.hilti.pl).

### **3.3. Warranty for services**

Hilti, hereby issues a quality warranty for Hilti services other than repair services and not covered by the Service for life program, which for a period of one year from the date of rendered service entitles a demand to remedy a defect in service through supplementation or improvement of services, or a refund of a part of service fee or reduction of its price in proportion to reduced value of a service in relations to its anticipated value. Demands arising under the warranty should be submitted by e-mail to the address [klient@hilti.pl](mailto:klient@hilti.pl) or in writing to the address PL 02-797, Franciszka Klimczaka

## **4. Direct delivery conditions applicable on the territory of the country**

Hilti offers customers who are payers of the tax on goods and services (VAT), the opportunity to buy Hilti goods with direct delivery to the Customer. With the direct delivery system, goods are offered in the quantities available in factory packaging. The Customer pays the lump sum costs of the direct delivery of the goods in the amount that is in effect on the day of placing the purchase request and which is given on the page [www.hilti.pl](http://www.hilti.pl).

The sale and delivery of goods takes place once the Customer has made the order, according to the terms and conditions specified in the Hilti offer (the document confirming the order acceptance) and to hereby presented "General terms and conditions for delivery and payment" which are available online at the website [www.hilti.pl](http://www.hilti.pl) and in all "Hilti Store" shops. Customer's acceptance of the "General terms and conditions for delivery and payment" is assumed if Customer accepts delivery.

The Hilti online store accepts orders 24 hours per day every day throughout the year. Orders placed on Sundays and holidays, as well as on working days after 3:00 p.m., will be accepted for filling on the first working day following the day the order is placed. A confirmation of the acceptance by the online store of the order placed is provided to the buyer by Hilti (Poland) Sp. z o.o. via telephone or e-mail to the address or telephone number supplied by the buyer during the registration online. Hilti (Poland) Sp. z o.o. may forego the confirmation of an order and proceed directly with its fulfilment as regards buyers who are already registered in the customer database of Hilti (Poland) Sp. z o.o. and who hold Hilti customer numbers.

The delivery of the products ordered generally takes place within the timeframe indicated in Hilti's offer – after confirming the acceptance of the order. Orders submitted in Hilti online shop as “Click and Collect” when the Customer decided to pick-up the goods in Hilti Store are carried out immediately after order acceptance. The Customer shall pick-up ordered goods within 3 working days as from the day of order placement. Ineffective expiry of this period will result with annulment of the order. Delivery “Standard Service up to 24 Hours”, is normally filled on the next working day, and delivery “Standard Service within 48 Hours” shall take place within two working days, “Express Delivery” shall take place by 10 a.m. next working day, “Saturday Delivery” shall take place on Saturday following the day of order placement, “Same Day Delivery” shall take place on the same working day, following the reception from the Customer of the confirmation of acceptance of Hilti's offer – if the acceptance of the offer is placed with Hilti by 3 p.m. for “Standard Service up to 24 Hours”, and for “Standard Service within 48 Hours” for “Express Delivery – by 3 p.m., for “Saturday Delivery” – by 2 p.m. and the Same Day Delivery”, by 12:00. Deliveries accepted later than by a/m hours will be filled on the next working day. Each order shall be placed before the hours specified above for each type of delivery. “Express Delivery” and “Saturday Delivery” are not carried on for all addresses (postal codes) - for details, see the logistics services catalogue at [www.hilti.pl](http://www.hilti.pl). “Saturday Delivery” available for dangerous goods ADR. “The Same Day Delivery” is carried in the towns specified in the Hilti offer. The deadline for delivery is considered to have been met if Hilti issues the goods ordered to the shipper or carrier for shipping on the working day prior to the delivery date set forth above. The above-listed deadlines for delivery are for orientation purposes only and are not binding.

In any case, Hilti's liability for damages resulting from delays in delivery, as distinct from any damage during transport, is limited to double the amount of the consignment rate paid to the shipper or carrier. Hilti reserves the right to perform a partial performance of a delivery. Detailed terms and conditions of the deliveries and the pricing list are available on the company's website at [www.hilti.pl](http://www.hilti.pl).

Delivery takes place at the site indicated in the order between 8:00 a.m. and 6:00 p.m. Upon receipt of the delivery, the Customer is obligated, in the presence of the shipper or carrier, to verify the contents of the package. Any missing parts should be noted in the confirmation of receipt under pain of loss of the right to file a claim. In the event of ascertaining an incomplete delivery, the Customer may demand delivery of the amount ordered or a discount in the corresponding value of the delivery. In the event of confirming a larger amount of goods than the amount ordered, the Customer may refuse to accept the surplus goods. In the event of the acceptance of an amount of goods larger than specified in the order, the Customer expresses its consent to be charged with the value of the surplus goods over the amount ordered. In the event of ascertaining the presence of goods different than the ones ordered, the Customer should refuse to accept the delivery; otherwise it shall be considered that the Customer has agreed on a change in the content of its order and to being charged for the accepted goods pursuant to the prices binding on the day of dispatch.

The Customer is obliged to confirm the acceptance of the delivery of goods on the bill of lading. Registered consignments cannot be issued to anyone other than the persons holding written authorisations, after verifying the identity of such persons. The original authorisation should be appended to the confirmation of receipt.

The prices for the sale of goods or repair costs contained in the offers, price estimates and pricing lists of Hilti are exclusive of the VAT.

## **5. Liability**

- 5.1.** Hilti shall be liable to the Customer, with respect to the entering into, the performance, non-performance or improper performance of the contract (including warranty repairs and repair or other services) solely for damages that are intentionally inflicted or that are the result of gross negligence. Hilti shall incur no other liability than the foregoing. Hilti's liability shall not extend to compensation for damages arising as a loss of benefits, production losses, injury to business reputation, company goodwill or any other indirect losses or damage.
- 5.2.** Any liability incurred by Hilti in connection with the entering into, the performance, non-performance or improper performance of the contract shall not exceed in total the equivalent of the net price of the goods or services covered by the contract.
- 5.3.** Hilti shall be liable to the Customer for goods or services having certain characteristics or for the fitness of the goods or services delivered for those purposes desired by the Customer solely under the condition and to the extent to which the Customer has been provided with written assurances that the goods or services contain the said characteristics or that they are suitable for such purpose.
- 5.4.** The above limitations of liability shall not apply to strict liability that is not subject to limitations as may result directly from any binding or mandatory provisions of law.
- 5.5.** Hilti shall not be liable for the non-performance or the improper performance of the provisions of the contract if such non-performance or improper performance of the contract is the result of reasons beyond Hilti's control.
- 5.6.** The Customer should immediately inform Hilti of any and all claims of third parties concerning the goods sold or services rendered and enable Hilti to participate in proceedings associated with such claims under pain of exclusion of any type of liability on the part of Hilti that may be associated with such claims.

## **6. Protection and Safety of Personal Data**

We hereby inform you that personal data of contact persons of Hilti customers will be processed by Hilti (Poland) Sp. z o.o., having its registered head offices in Warsaw at ul. Puławska 491, according to REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) for the purposes and within the scope defined in the Information Clause as well as in the Declaration on Privacy Protection published on web page [www.hilti.pl](http://www.hilti.pl).

For more information on data protection, please contact us by phone +48 22 320 56 00 or +48 801 888 801, or by mail on [OchronaDanychOsobowych.pl@hilti.com](mailto:OchronaDanychOsobowych.pl@hilti.com) purposes.

## **7. Final provisions**

The customer is obliged to provide Hilti, upon request, with all information and documents required to comply with export control regulations. If the customer provides Hilti products to a third party (including affiliates of the customer), the customer undertakes to comply with export control regulations. Hilti shall have the right to refuse performance of the contract in the event of violations of this provision.

By registering on [www.hilti.pl](http://www.hilti.pl) the customer agrees to receive electronic invoices, without signature, and all related communication to the email address provided during registration. If you wish to arrange invoicing differently, you are required to contact customer service.

Hilti reserves the right to make amendments and adaptations to the provisions of these "General Terms and Conditions". The amended provisions are binding if they have been communicated to the Customer at the time of placing an order or request for repair or directly, in writing or electronically, or in the form of an announcement online on the website [www.hilti.pl](http://www.hilti.pl). The contract entered into with the application of the instant conditions is subject to the provisions of the law of Poland. Any and all disputes arising in relation to the entering into, the performance, non-performance or improper performance of the contract shall be adjudicated by the common courts having jurisdictional competence. The entering into a sales contract or a contract for the repair and maintenance of Hilti equipment or provision of other Services by Hilti does not authorise the Customer to any use or copying of Hilti's intellectual property rights (including rights to technology, product names or trademarks).

**The text of the presently binding conditions of delivery and payment, as well as the performance of repairs and maintenance of Hilti (Poland) Sp. z o.o. equipment and providing services by Hilti (Poland) Sp. z o.o. are available online at the website [www.hilti.pl](http://www.hilti.pl), so that every Customer can easily obtain its content.**

Hilti (Poland) Sp. z o.o. Warsaw, 14.04.2025