

# HILTI TOOL SERVICE TERMS AND CONDITIONS

# 1. HILTI TOOL SERVICE

- 1.1. All tool repairs are performed by Hilti trained technicians using only genuine Hilti replacement part(s) at the Hilti Tool Service Centre (TSC).
- 1.2. Any tool servicing conducted by the customer (except Hilti approved self-repairs), or any unaccredited third-party service provider shall void all Hilti tool service benefits enumerated herewith.
- 1.3. The standard operating time of Hilti Tool Service Centre is Mondays– Fridays, 8.00AM 5.00PM, except on official Philippine holidays and pre-announced company related events.

# 2. NO COST PERIOD

- 2.1. Hilti provides tool repair service, free of charge for the first two (2) years (one year for some tools) from the date of tool purchase. This includes:
  - 2.1.1. Tool collection (from customer) and transportation cost
  - 2.1.2. Labor costs
  - 2.1.3. Replacement of faulty and wearable parts
  - 2.1.4. Tool servicing upon completion of one full working cycle
  - 2.1.5. Cost of return of serviced tool to customer
- 2.2. The No Cost period for each tool type can be found in the Hilti Tool Service page under Supports and Download Tab that can be found at www.hilti.com.ph.
- 2.3. For heavy diamond systems with operating hours counter, the No Cost Period is within the first 2 years (from the date of purchase) or 200 operating hours, whichever comes earlier.
- 2.4. At the end of the No Cost Period, customers will be charged of the tool repair with cost capped by the Repair Cost Limit (RCL) of the tool unless covered under the Manufacturer's Warranty. For Hilti repair charges, see Clause 4 and 5.

# 3. MANUFACTURER'S WARRANTY

- 3.1. Hilti will repair or replace, free of charge, any tool that has been found and proven defective due to: 3.1.1.faulty tool component
  - 3.1.2.inherent design flaw
- 3.2. General Terms and Exclusions apply, see Clause 8 and 9.

# 4. REPAIR COST LIMIT

- 4.1. At the end of the No Cost Period, Hilti determines a Repair Cost Limit which sets the maximum repair cost for all tool repair transactions until the end of the tool lifecycle.
- 4.2. For repairs requested by the customer outside of the initial No Cost Period, Hilti will invoice the customer the following charges:
  - 4.2.1.Repair Charge (labor plus replaced spare parts cost)
    - 4.2.1.1. For tool repairs with repair charge lower than the Repair Cost Limit (RCL) determined for the tool, customer will be charged with the actual repair charge.
    - 4.2.1.2. For tool repairs with repair charge higher than the Repair Cost Limit (RCL) determined for the tool, customer will be charged with the Repair Cost Limit (RCL) amount.
  - 4.2.2.Value Added Tax (VAT)
  - 4.2.3. Freight delivery charge per tool of 3% of repair charge for Metro Manila and 5% of repair charge for provincial areas.
- 4.3. The Repair Cost Limit table can be found on Hilti Tool Service page under Supports and Download Tab that can be found at www.hilti.com.ph.

- 4.4. The price used in the calculation of the Repair Cost Limit does not and will not consider any negotiated price agreement between Hilti and the customer.
- 4.5. Hilti reserves the right to adjust the calculation basis of the Repair Cost Limit without any prior notice.
- 4.6. All charged repairs come with a one-month service warranty. Any repair request for the same tool (except for calibration related services for Measuring Tools) within 30 days after the repaired tool has been delivered back to the customer will be free of charge.
  - 4.6.1.if the tool returns for the third time (and above frequencies) to Hilti Tool Service Center, it will be subjected to analysis by expert repair technicians wherein if the determined damage is not related to the defect/s diagnosed during the first two repairs, repair cost for the third return instance will not be free. Hence, repair cost will be charged to the customer.
- 4.7. The Repair Cost Limit applies throughout the remaining lifecycle of the tool after the indicated No Cost Period (from tool purchase date), on the condition that all repairs during the tool's life are carried out by Hilti.

# 5. TOOL REPAIR SERVICE BEYOND WARRANTY PERIOD

- 5.1. For tool repairs beyond the initial No Cost Period, Customers should first confirm the quoted repair through an approved purchase order or signed repair quotation (customers with terms), or proof of payment (cash customers) before Hilti proceeds with the tool repair.
- 5.2. Tool repair turnaround time (time it takes to collect, repair, and return tool to customer in good functional condition) can be improved by a lot through eliminating time consuming repair quotation handling both by the customer and by Hilti. This can be done through the following options:
  - 5.2.1.Minimum Quote Value (MQV). As per Hilti Tool Service policy, Hilti will proceed directly with the repair without waiting for quotation approval for repair costs less than or equal to PHP 5,000 net of VAT (exclusive of freight delivery charges).
    - 5.2.1.1. The customer benefits are faster tool repair service (2-4x faster), qualified to avail express repair service, and qualified to 3 or Free program in Metro Manila.
    - 5.2.1.2. For repair costs greater than PHP 5,000 net of VAT (excluding freight delivery charges), customers shall be provided with repair quotation for customer's approval before proceeding with the repair except if customer signed for 6.2.2 or 6.2.3 clauses.
  - 5.2.2.Pre-approval Agreement. Customers have the option to sign a pre-approval form (as seen in Appendix 1 attached) for tool repairs wherein the customer can indicate a certain approved amount (should range between MQV and Repair Cost Limit of a tool (RCL)) where Hilti can proceed directly to tool repair without a repair quotation and without the delay in waiting for customer approval of repair quotation for repair transactions with diagnosed repair costs below the customer pre-approved amount.
    - 5.2.2.1. The customer benefits are faster tool repair service (2-4x faster), qualified to avail express repair service, and qualified to 3 or Free program in Metro Manila.
  - 5.2.3.Fast-Track Agreement. Approved customers have the option to avail the Fast Track service wherein all tool repair costs are capped by the tool-specific Repair Cost Limit (RCL). See clause 3.2.1. This means that Hilti can proceed directly to tool repair without a repair quotation and without the delay in waiting for customer approval of repair quotation.
    - 5.2.3.1. The customer benefits are faster tool repair service (2-4x faster), qualified to avail express repair service, qualified to 3 or Free program in Metro Manila, and 12% discount on repair cost (spare parts and labor) for all tool repair transactions.
- 5.3. All tool repairs without repair quotations have the chance to avail express repair services or repair while you wait initiative (1 hour tool repair service). Customer can wait at the Hilti Tool Service Center while their tools are being repaired by our expert repair technicians.
- 5.4. For tool repairs with issued repair quotations, Hilti will wait for customer confirmation of repair quotation within fifteen (15) working days from the date that the repair quotation was sent to the customer through email.
  - 5.4.1.Hilti customer tool service representative will make multiple attempts to contact the customer regarding the approval of repair quote within the fifteen (15) days period.

- 5.4.2.If at any time within the fifteen (15) working days, the customer decided not to proceed to tool repair or no decision received from the customer on the repair quotation after the allowed fifteen (15) working days, Hilti will return the unrepaired tool to the customer.
  - 5.4.2.1. If the unrepaired tool is transported back to the customer, the customer will incur the following charges: PHP 250 quote handling fee (tool diagnosis fee) and a return shipping fee of PHP 400 for Metro Manila or PHP 600 for provincial areas.
- 5.4.3. For Minimum Quote Value (MQV) and Send Back Unrepaired (SBU) transactions that require immediate payment, customer is required to pay prior to the release of their tool (tool is repaired already for MQV transactions while tool is unrepaired for SBU transactions).
  - 5.4.3.1. Payment should be done within fifteen (15) working days from the tool repair completion date.
    - 5.4.3.1.1. Credit and Collections Team will make multiple attempts to contact the customer regarding the payment of their repair (cash) transaction within the fifteen (15) working days period.
    - 5.4.3.1.2. In the absence of payment within fifteen (15) working days, Hilti is permitted to process the tool for circularity, proper disabling, and disposal. In this case, customer will not be able to retrieve the tool back.
    - 5.4.3.1.3. Hilti will not be liable for tools mentioned in clause 5.3.3.1.2.
- 5.5. For customers who have sent tools for repair with details that require further verification or old Hilti tools awaiting trade-in invoice from the customer, Hilti customer tool service representative in collaboration with the assigned Hilti customer service representative will make multiple attempts to contact the customer and the assigned Hilti Account Manager to clear the doubt or confusion within fifteen (15) working days.
  - 5.5.1. In the absence of response or feedback both from the customer and from the assigned Hilti Account Manager, Hilti is permitted to process the tool for circularity, proper disabling, and disposal. In this case, customer will not be able to retrieve the tool back.
  - 5.5.2. Hilti will not be liable for tools mentioned in clause 5.5.1.
- 5.6. For customers who committed to pick-up their tools (both repaired and unrepaired) at Hilti Tool Service Center, Hilti will store unclaimed customer tools for maximum of fifteen (15) working days from the date of completion of tool repair.
  - 5.6.1. Hilti customer tool service representative will make multiple attempts to contact the customer regarding the pick-up of their tool at Hilti Tool Service Center emphasizing the fifteen (15) working days maximum allowable holding period.
  - 5.6.2. After fifteen (15) working days waiting period, Tools that were not picked up and remained at Hilti Tool Service Center will be processed by Hilti to circularity, proper disabling, and disposal. In this case, customer will not be able to retrieve the tool back.
  - 5.6.3. Hilti will not be liable for tools mentioned in clause 5.6.2.

# 6. TIME PROMISE

- 6.1. The terms and conditions of the 3 or Free Time Promise apply to all post codes in the Metro Manila only. Both pickup and delivery location should reside within Metro Manila.
  - 6.1.1. Hilti will collect, repair, and return the tool to the customer within 3 working days from the day of successful tool collection by Hilti.
  - 6.1.2. If the tool repair turnaround time exceeds the Time Promise (except delays resulting from customer related reasons), the repair will be free of charge.
  - 6.1.3. Delays except caused by customer related reasons that result to a Time Promise failure occurring after the invoice is generated with costs charged to the customer will be refunded in the form of a credit note.
  - 6.1.4. The following conditions must be satisfied for the 3 or Free Time Promise to take effect:
    - 6.1.4.1. Customer provides Hilti with accomplished Pre-Approval Form as explained in clause 5.2.2). Time promise applies only to repair transactions with costs below the pre-approved amount of the customer.

- 6.1.4.2. Minimum quote value (MQV) transactions are also qualified to the 3 or Free Time Promise. In these cases, no form is required for the customer to provide.
- 6.1.4.3. The tool repair must be notified to Hilti via Customer Services or Hilti online. To arrange for next working day tool collection, customer needs to notify Hilti via call or via email by submitting an accomplished easy pickup request form before 04:00PM. Notifications received by Hilti from Customers after 04:00PM is to be treated as next two working days tools collection. Tool must be ready on the tool collection date.
- 6.1.5. The Time Promise commences the day the tool is collected by Hilti. All tools for repair must have individual unique documentations (such as inbound delivery note number per tool) to enable proper traceability of each tool.
- 6.1.6. Exclusions apply. For a full list, see Clause 9.
- 6.2. The terms and conditions of the express repair service apply to all post codes in the Philippines.
  - 6.2.1. Hilti Express Repair Service, also known as repair while you wait initiative, is applicable to all tool repairs without repair quotations such as
    - 6.2.1.1. Fleet Management Tools
    - 6.2.1.2. Tool repairs within the warranty period (1- or 2-years no cost period)
    - 6.2.1.3. Returning repairs within 30 days from last charged repair
    - 6.2.1.4. Charged Repairs without repair quotation (MQV, Preapproval Agreement, and Fast Track Agreement)
  - 6.2.2. The express repair service time promise is that Hilti will repair and return the tool to the customer within 1-hour. Express service commits 1-hr turnaround time per tool.
  - 6.2.3. Additional customer benefit for availing express repair service is 5% discount on repair cost for light duty tools and 10% discount on repair cost for heavy duty tools.
  - 6.2.4. The following conditions must be satisfied for the Express Repair Time Promise to take effect:
  - 6.2.4.1. Customer should secure an inbound delivery note number per tool from Hilti customer service team one day prior to bringing the tool for repair to Hilti Tool Service Center.
    - 6.2.4.1.1. Creation of notification (inbound delivery note) for next day express repair service is until 12:00PM only of the current date. Requests for next day express repair service received after 12:00PM shall be subject to the approval of Hilti Tool Service Center.
    - 6.2.4.1.2. The validity of an inbound delivery note number is only for next day express repair service.
    - 6.2.4.2. Special requests related to express repair service shall be subject to the approval of Hilti Tool Service Center.
  - 6.2.5. For repair transactions with approved payment terms with Hilti, repaired tool can be released immediately to the customer.
  - 6.2.6. For repair transactions that require immediate payment, customer is required to pay prior to the release of their repaired tool.
    - 6.2.6.1. Payment should be done within fifteen (15) working days from the tool repair completion date.
      - 6.2.6.1.1. Credit and Collections Team will make multiple attempts to contact the customer regarding the payment of their repair (cash) transaction within the fifteen (15) days period.
      - 6.2.6.1.2. In the absence of payment within fifteen (15) working days, Hilti is permitted to process the tool for circularity, proper disabling, and disposal. In this case, customer will not be able to retrieve the tool back.
      - 6.2.6.1.3. Hilti will not be liable for tools mentioned in clause 6.2.5.1.2.
  - 6.2.7. Hilti will provide a waiting area/lounge for customers who have decided to wait for their tools to be repaired. However, there is a limited parking space available, and occupancy is on first come first serve basis.
  - 6.2.8. Exclusions apply. For a full list, see Clause 9.

# 7. DELIVERY CHARGE AND PROOF OF DELIVERY

7.1. Hilti will only charge delivery fees for repairs beyond the No Repair Cost period, see Clauses 2.

- 7.2. See clause 4.2.3 for freight delivery fee for tool repairs beyond the initial no cost period while clause 5.4.2.1 for freight delivery fee for tools sent back unrepaired to customers.
- 7.3. All requests for proof of delivery must be made within a period of 21 days following the date of Hilti's invoice. For the avoidance of doubt, an electronic proof of delivery issued by Hilti shall be deemed acceptable to the Buyer.

# 8. GENERAL AND EXCLUSIONS

- 8.1. Hilti Tool Service does not repair or replace tool accessories and consumables. Thus, replacement of below items shall be handled by the customer. Contact your dedicated Hilti Account Manager or our Customer Service Hotline at +632-8784 7100 for further support.
  - 8.1.1. All tool accessories
  - 8.1.2. Consumables including but not limited to tools related consumables, magazines, fastener guides, pistons and buffers in direct fastening tools, filters for vacuum cleaners and gas saws, pull cord assemblies and detachable power supply cord.
- 8.2. For service requests of measuring systems, tool must be accompanied by its Hilti box.
  - 8.2.1.For Metro Manila customers who do not have the Hilti box (missing or damaged), customer is required to drop-off and pick-up the tool at the Hilti Tool Service Center.
  - 8.2.2.For Provincial customers who do not have the Hilti box (missing or damaged), customer has to provide an alternative box to safely secure the tool. Hilti accredited logistics partner will not accept any measuring tool without a box.
- 8.3. Hilti does not offer partial repairs. Hilti only provides full functional repairs, i.e., restoring the tool to factory standards for maximum performance.
- 8.4. Any self-repair beyond the allowed serviceability parts (see Hilti's website, www.hilti.com.ph, for Hilti tool for the allowed replaceable parts by customer) will void all Hilti tool service warranties.
- 8.5. Serial numbers of stolen tools must be reported to Hilti immediately.
- 8.6. Tools from customers on credit block will not be collected or booked for Hilti repair.
- 8.7. The following cases are excluded from the Hilti Tool Services coverage described above:
  - 8.7.1.Tools which are not used for their intended purpose, in strict compliance with the operating instructions and other instructions issued by Hilti.
  - 8.7.2.Damaged tools caused by fire, flood, natural disaster, undue force (e.g. dropping, impact damage, damaged caused by improper use) or repair/modification of the tool by unauthorized persons
  - 8.7.3. The Repair Cost Limit and 1-month service warranty on repaired tools do not apply to batteries and chargers. Batteries and chargers will be exchanged rather than repaired within the No Cost Period.

# 9. DELIVERY EXCLUSIONS

- 9.1. Heavy diamond tools (DS tools and wall saws), Detection, Optical Tools, non-repairable tools, special equipment / non-standard list items.
- 9.2. Tool repairs which need clarification from the customer to complete the repair.
- 9.3. Tools which have been returned to Hilti for a repair quote request (tools not covered by 2 years no cost and Fleet Management).
- 9.4. Deliveries which are denied, refused, or rescheduled by the customer.
- 9.5. Tools which are shipped as dangerous goods (including lithium batteries more than 100 W-h).
- 9.6. Repairs collected from the customer by a third party not accredited by Hilti.
- 9.7. Any tools which have not been sold by Hilti Philippines, Inc.
- 9.8. Items without a serial number from Hilti.
- 9.9. Deliveries which are delayed by a Force Majeure event.
- 9.10. Days when Hilti Tool Service Centre is not operational due to public holidays or other special occasions.
- 9.11. The period of Christmas and New Year holiday season.
- 9.12. Period of pandemic and lockdown due to stringent government regulations and compliance requirement.

#### **10. HILTI STANDARD TERMS AND CONDITIONS OF SALE**

- 10.1. This is a supplemental document to Hilti's Standard Terms and Conditions of Sale which is already in place.
- 10.2. Unless otherwise specified, the terms and provisions contained in the standard Terms and Conditions of Sale shall remain unchanged and be in full force and effect.
- 10.3. In case of doubt or any discrepancy between the terms and conditions of this document and those contained in Hilti's Standard Terms and Conditions of Sale, those in Hilti's Standard Terms and Conditions of Sale shall prevail in all circumstances.

#### **APPENDIX I – PREAPPROVAL FORM**



PRE-APPROVAL LETTER

Name of the Company: Customer Name:

Pre-approval reference no: (For Internal use only/option)

To whom it may concern:

(Company/client name) (the "client") hereby authorizes Hilti Philippines, Inc. ("Hilti") to proceed with all repair services without the need for quotation up to a maximum cost not exceeding the below customer specified limit (i.e., after the Hilti No Cost Period) under the following terms and conditions:

- The repair cost on any tool/s purchased by the Client will not exceed the maximum Repair Cost Limit (RCL) for such tool. If the actual repair costs exceed the amount that the ustomer has identified below, Hilti shall provide a repair quotation to the ustomer and customer's approval is 1. required before proceeding with repair. Upon request of the Client, Hilti shall provide information on the applicable RCL.
- 2 During the effectivity of this letter, Hilti will repair the customer tool in priority within the pre-approved amount.
- Client shall settle payment for all repairs in accordance with existing terms of payment. Client shall be deemed directly liable for settlement of all repair invoices. Hence, payment is not dependent on its subcontractors, partners, insurance, customers, or any other similar factors. 3
- Customer may modify the pre-approved amount by submitting a new accomplished pre-approval letter to Hilti Customer Service Team. Additionally, either party may terminate the pre-approval agreement by serving written notice upon the other party. Hilti Customer Tool Service Team will notify the customer of the effectivity date of the pre-approval amount revision or termination. 4
- The pre-approval amount revision or termination will only be captured on tool repair requests received by Hilti Customer Service team after the customer is notified of the date of notice of effectivity by Hilti Customer Tool Service team. 5
- s performed by Hilti shall be subject to the applicable standard warranty offered by Hilti 6. All repai
- unless otherwise indicated in writing. Hilti may offer tool trade-in at the end of economic lifetime of the tool or whenever applicable. The terms of this Pre-Approval letter shall not be modified or amended without the prior written approval of both customer and Hilti.

The Client hereby confirms that it agrees to the above-stated terms of this Pre-approval Letter and that its representatives hereunder stated are duly authorized to execute the same on its behalf, with full power and authority to bind the Client:

Name:	Name:	
Title:	Title:	

Signature:

Signature:

Please email this authorization letter to Hilti Customer Service Department via phallcsgcc@hilti.com or contact us via Phone No: +632-8784 7100

Pre-approve for all repair services with repair cost limit below	Please select ( √ ) or specify	Signature
PHP 6,000 or less		
PHP 10,000 or less		
PHP 20,000 or less		
No quotation needed for all repairs not more than the Repair Cost Limit (RCL)		
Other Amount		