



TERMS AND CONDITIONS

1. GENERAL

- 1.1 In these Terms and Conditions, the following words have the meanings shown below:
 "Buyer" - means the person, firm or company purchasing Goods; "Company" - means Hilti (Philippines) Inc.; "Contract" or "Contracts" - means all the agreements between the Company and the Buyer for the purchase of Goods from the Company by the Buyer; "Goods" - means the construction-related products, items or goods manufactured and/or sold/distributed by the Company and purchased by the Buyer on the terms of the Contract.
- 1.2 Unless agreed otherwise, these Terms and Conditions shall be incorporated in, and form integral parts of, all Contracts between the Company and the Buyer to sell Goods and shall, together with the other provisions of the Contracts, be the sole terms and conditions under which the sale takes place, and reference to "Contract" or "Contracts" shall be deemed to include these Terms and Conditions. Unless otherwise agreed by the parties or provided herein, all other terms, conditions or other representations not in the Contracts are excluded from the Contracts between the Buyer and the Company including, without limitation, any terms and conditions which the Buyer may purport to apply under any order for Goods. In case there is any irreconcilable inconsistency or difference between the provision of these Terms and Conditions and the other provisions of the Contracts, the provision of these Terms and Conditions shall prevail.
- 1.3 These Terms and Conditions shall prevail unless expressly varied in writing and signed by a Director on behalf of the Company and by a duly authorized representative of the Buyer.
- 1.4 No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the agents or employees of the Company shall be construed to vary in any way any of these Terms and Conditions or any of the other terms of the Contracts unless otherwise agreed in accordance with Clause 1.3 above.
- 1.5 Any written quotation, estimate and/or advertised price for the Goods shall not be binding and shall be treated merely as an invitation to make an offer. No binding contract shall be created by placing an order on the Company's website or otherwise until the Company has acknowledged and accepted the order to the Buyer either verbally or in writing as appropriate.

2. PRICE

- 2.1 Subject to Clause 2.2 below, and unless otherwise stated by the Company in writing and agreed with the Buyer, the price payable for Goods shall be the price list of the Company current at the date of dispatch and in the case of an order for delivery by instalments the price payable for each instalment shall be the Company's current price list at the date of the dispatch of each instalment. This is without prejudice to the right of the Buyer not to proceed with the purchase of the Goods if the final price is higher than what is in the price list of the Company at the time its order is accepted by the Company.
- 2.2 Unless otherwise agreed, the Company's prices may be subject to variation to take account of variations in wages, materials or other costs since the date of the Company's quotation (or if no quotation is issued, the Buyer's order). The Company accordingly reserves the right to adjust the invoice price payable by the amount of any increase or decrease in such costs after the price is quoted and the invoice so adjusted shall be payable as if it were the original Contract price. This is without prejudice to the right of the Buyer not to proceed with the purchase of the Goods if the final price is higher than what is in the price list of the Company at the time its order is accepted by the Company.
- 2.3 The Buyer shall bear the cost of the value added tax and all other sales taxes that may be mandated by law. The Buyer shall indemnify the Company from any liabilities that may arise due to subsequent use or sale of the Goods by the Buyer.
- 2.4 The Company shall be entitled to invoice the Buyer by post or email for the price of the Goods in the Philippine Peso or such other currency as the Company shall agree in writing.
- 2.5 The Company has the right to invoice the Buyer for the costs of any packaging and transportation of the Goods, and any additional costs resulting from any other alteration or changes in arrangements made by the Buyer on or at the time of delivery or upon notification by the Company that the Goods are awaiting collection. Any such additional costs may be invoiced by the Company in Philippine Pesos or such other currency as the Company shall agree in writing.

3. DELIVERY

- 3.1 The Company shall exert reasonable efforts to deliver all goods as may be reasonably required by the Buyer. The Buyer holds the Company free and harmless, and shall keep it indemnified from, any liabilities and may not cancel the order due to non-compliance of these requirements as long as the Company exerted reasonable efforts to so comply or such non-compliance is due to justifiable reasons such as, without limitation, force majeure. The Company may, at its option, make partial deliveries, each delivery evidenced by invoices and/or delivery receipts. Each invoice shall be covered by and under these Terms and Conditions.

Delivery Schedules

	Service	Delivery Times	Standard Fee
Hilti Express Delivery	Metro City (Metro, Cebu & Davao)	delivered in 3 hrs.	Php 800.00
	Provincial	next day *(48 hours)	Php 1,500.00
Hilti Standard Delivery	Metro City (Metro, Cebu & Davao)	order before 11 am: same day delivery (5 pm) order after 11 am: next day delivery (12 pm)	Php 250.00
	Provincial	Central Luzon: 1 to 2 working days North and South Luzon: 3 to 4 working days Visayas: 7 to 10 working days Mindanao: 10 to 14 working days	Php 350.00
Special Item Airflight	Service All areas		Standard Fee \$600kg *subject to availability of transportation

*The period for delivery/delivery commitment herein shall be the period within which the Goods are intended to be dispatched from the Company's premises and shall be calculated from the date of confirmation of order by the Company of the Buyer's purchase order or the date of receipt of all necessary information to enable the Company to manufacture or procure the manufacture of the Goods whichever shall be the later and the Buyer shall take delivery of the Goods within such period. If no period is stipulated by the Company, then delivery will be such time after receipt of written instructions from the Buyer as the Company deems reasonable.

- 3.2 All times or dates given for delivery of the Goods are given in good faith and are best estimates only and are non-binding. Additionally, the Company shall not be bound by any delivery time and/or date so long as the Company exerts reasonable efforts to meet them. Time of delivery shall not be of the essence of any Contract nor shall the Company be under any liability for any delay beyond the Company's control or force majeure.
- 3.3 Where the Goods are handed to a carrier for carriage to the Buyer, any such carrier shall be deemed to be an agent of the Company and not of the Buyer.
- 3.4 No liability for non-delivery, loss or damage to the Goods occurring post-delivery or for any claim that the Goods are not in accordance with the Contract will attach to the Company, unless claims to that effect are notified in writing by the Buyer to the Company (and in the case of claims for non-delivery, loss or damage with a copy to the carrier if the Company's own vehicles have not been used to deliver the Goods), with supporting data/documents attached thereto, within 24 hours from receipt of delivery. Acceptance of the Goods by the Buyer shall discharge the Company from liability in damages or other legal remedy for breach of any promise or warranty contained in the Contract.
- 3.5 If the Buyer fails to give notice in accordance with Clause 3.4 above, the Goods shall be conclusively deemed to be in all respects in accordance with the Contract and the Buyer shall be deemed to have accepted the Goods and shall be bound to pay for the same accordingly.
- 3.6 The Buyer agrees that in the event of a valid claim for non-delivery, loss or damage to the Goods and/or non-compliance with the Contract, the Company may, at its sole discretion, either reprocess or replace the Goods at its own expense and, so long as the Company does any of these options, it shall then be under no further liability in connection with such non-delivery, loss, damage or non-compliance.
- 3.7 If, for any reason, the Buyer is unable to accept delivery of the Goods at the time when the Goods have been notified as ready for delivery, the Company may, at its sole discretion, store the Goods at the risk of the Buyer and take all reasonable steps to safeguard and insure them at the cost of the Buyer, provided that the Buyer shall be immediately informed thereof, without prejudice to any other remedies available to the Company.
- 3.8 The Company shall have the right to make delivery by instalments of such quantities of the Goods and at such intervals as it may decide. Any default in any instalment shall not be a ground for cancellation of the remainder of the instalments and the Buyer shall be bound to accept further deliveries thereof provided the Company remedies the defective instalments in accordance with Clause 3.6 hereof.

4. ADDITIONAL COSTS

The Buyer agrees to pay for any loss or extra costs above the quoted price for the Goods which are directly or indirectly incurred by the Company through the Buyer's instructions or lack of instruction or through failure or delay in taking delivery or through any act or default or omission on the part of the Buyer, its servants or agents.

5. TERMS OF PAYMENT

- 5.1 All payments due under any Contract must be made by the Buyer according to the pre-agreed payment terms between the Buyer and the Company. The Buyer shall not be entitled to exercise any set off, lien or any other similar right or claim, nor shall the Buyer be allowed to withhold any retention fees, unless there is prior agreement between the company and the Buyer.
- 5.2 If the Goods are delivered in instalments, the Company shall be entitled to invoice each instalment as and when delivery thereof has been made and payment shall be due in accordance with Clause 5.1 above in respect of each invoice.
- 5.3 Any failure by the Buyer to either pay any instalment in accordance with this Contract or failure to give delivery instructions in respect of any Goods shall cause the whole of the price for Goods already manufactured at the time of such a default, to become due forthwith without any further notice, without prejudice to any other remedies available to the Company.
- 5.4 Prompt payment by the Buyer shall be a condition precedent to future deliveries of the Goods due under any Contract.
- 5.5 Without prejudice to any other rights it may have, the Company reserves the right to charge any penalties at a rate of 12% per annum and other costs that may be incurred as a result of the Buyer's non-payment of all invoices when due per invoice payment terms.

6. RETURNS AND CANCELLATIONS

- 6.1 Goods can only be returned after 14 days of receipt of delivery by the Buyer. Please contact customer service at 784-7100.
- 6.2 Products must be in saleable condition to qualify for return. Saleable condition is as defined those unused items in original packaging, defect-free and in unbroken quantities. All returns are subject to the Company's satisfactory inspection and acceptance.
- 6.3 The Company shall not accept any return nor make any refund in respect of non-stocking, non-standard items or chemical products with expiry dates.

7. PASSING OF TITLE AND RISK

- 7.1 From the date of delivery to the Buyer, the Goods shall be at the risk of the Buyer who shall be solely responsible for their custody and maintenance, but unless otherwise expressly agreed in writing the Goods shall remain the property of the Company until all payments due to the Company from the Buyer under the Contract or any other contract have been made in full unconditionally and credited to the Company's account. Whilst the ownership of the Company continues, the Buyer shall keep the Goods separate and identifiable from all other goods in its possession.
- 7.2 In the event of any resale by the Buyer of the Goods, the beneficial entitlement of the Company shall attach to the proceeds of the sale or other disposition thereof, so that such proceeds or any claim thereof shall be promptly assigned by the Buyer to the Company.
- 7.3 In the event of failure to pay the price in accordance with the Contract, the Company shall have the power to re-sell the Goods or rescind the transfer of title and resume ownership over the Goods, such power being additional to (and not in substitution for) any other power of sale arising by operation of law or implication or otherwise and for such purpose the Company and its servants and agents may forthwith enter upon any premises or land occupied or owned by the Buyer to remove the Goods. The Buyer shall promptly deliver the Goods to the Company within 24 hours of receipt by the Buyer of a demand by the Company to return the Goods.

8. WARRANTIES

- 8.1 All Goods are sold with the benefit of and subject to the conditions of the warranty supplied with them, which is available for inspection on request.
- 8.2 Notwithstanding herein or in any warranty given by the Company shall impose any liability upon the Company in respect of any defect in the Goods arising out of the Company's omissions, negligence or default of the Buyer, its servants and agents including, without limitation, any failure by the Buyer to comply with any recommendations of the Company as to storage and handling or use or servicing of the Goods, use of the Goods with other goods or other misuse or failure to use the Goods in accordance with instructions or applicable law or accident or fair wear and tear of the Goods.
- 8.3 The Company shall not be liable for any damage, loss, costs or expenses of any type whatsoever and however arising from or in any way connected to or with the installation of the Goods by the Buyer or any of its employees, agents or contractors. The Buyer hereby indemnifies the Company against all actions, costs, charges, losses, damages and expenses which the Company may incur or sustain by reason of any action brought by any third party relating in any way to the installation of the Goods.
- 8.4 Except as provided for in these Terms and Conditions, any warranties, (whether express or implied by statute or common law or otherwise), including without limitation those of satisfactory quality or of fitness for a particular purpose (even if that purpose is made known expressly or by implication to the Company) and warranty for hidden defects unknown to the Company, are hereby excluded.
- 8.5 The Buyer is entitled to a replacement or refund. The Buyer is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Please note for chemical products, the Buyer must comply with the directions contained in the Information for Use document accompanying the product.
- Our liability is limited, to the extent permissible by law and at our option to:
- in relation to Goods;
 - replacing the Goods or the supply of equivalent goods;
 - the repair of the Goods;
 - the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
 - the payment of the cost of having the Goods repaired.
- in relation to services;
 - re-supplying the services;
 - reimbursing the Buyer for paying someone else to supply the services.

9. BUYER'S RESPONSIBILITY

- 9.1 The selection of the Goods suitable for the Buyer's purposes depends on a range of factors. These factors include, but are not limited to, on-site conditions or other circumstances of the proposed application of the Goods known only to the Buyer. The Buyer is solely responsible for satisfying itself that the data supplied to the Company on which information or recommendations made by the Company are based is correct and that any assumptions made by the Company to supplement that data are suitable for the Buyer's purposes. The Buyer hereby acknowledges that the selection of the Goods lies entirely within Buyer's sole discretion.
- 9.2 The Company accepts no responsibility of any nature whatsoever for information or advice it supplies, where any data supplied by the Buyer is incorrect or where any assumption which the Company has made is unsuitable for the Buyer's purposes where the Buyer has not alerted the Company of such. The Buyer is encouraged and is expected to raise with the Company any questions it may have.
- 9.3 Where services are performed The Buyer is responsible for:-
- Giving safe access to the Company's personnel (e.g., employees, agents and contractors);
 - Ensuring that all consents and permissions required to perform the services are in place;
 - Providing facilities such as power and lighting necessary to perform the services;
 - Ensuring that the premises are free from health and safety hazards; and
 - the death or personal injury to the Company's personnel or loss of property of the Company, its personnel and subcontractors whilst on the Buyer's premises except where caused by the Company's or its subcontractor's negligence

10. LIABILITY

- 10.1 Notwithstanding anything contrary, the Company's liability to any user for personal injury or death caused by its negligence or fraud is not limited.
- 10.2 The Company shall not be liable (whether or not the Company has been advised of the possibility of such loss) in contract, tort, negligence or otherwise howsoever arising for any claim, damage, loss or costs in respect of:
- 10.2.1 any losses special to the Buyer, any direct loss of profits any direct loss of turnover and/or any direct loss of revenue; and
- 10.2.2 any indirect or consequential loss or damage howsoever caused including without limitation any losses special to the Buyer, any loss of profits loss of turnover, loss of revenue, loss of business and/or loss of data and for the avoidance of doubt, the sub-clauses in this Clause 10.2 are intended and agreed by the Buyer to be severable.
- 10.3 Subject to Clause 10.1, the aggregate liability of the Company (whether in contract, tort, negligence or breach of statutory duty or otherwise) to the Buyer for any loss or damage shall be limited to the price of the Goods.
- 10.4 The Buyer shall be liable for and shall indemnify the Company against any and all expenses, loss, liability or proceedings suffered or filed by a third party arising as a result of or in connection with any act, omission, negligence, and/or breach of the terms of this Contract or otherwise through the default of the Buyer.
- 10.5 This Company makes no representation or warranty that the use of the Goods does not infringe the rights of any third party and the Company accepts no liability in this respect.

11. DEFAULT OR INSOLVENCY OF BUYER

- 11.1 In the event that:
- 11.1.1 the Buyer shall be in breach of any of its obligations under the Contract; or
 - 11.1.2 any distress or execution or attachment shall be levied on the Buyer's property or assets; or
 - 11.1.3 the Buyer (if an individual or partnership) shall make or offer to make any voluntary arrangement or composition with its creditors or become bankrupt or if any bankruptcy petition be presented against him/it; or
 - 11.1.4 the Buyer (if a company) has an administrative receiver or administrator appointed or makes a voluntary arrangement with its creditors or commences to be dissolved or wound up; or
 - 11.1.5 the Buyer otherwise fails to pay its debts as and when they fall due; or
- 11.1.6 such equivalent event in Clauses 11.1.1 to Clause 11.1.5 occurs to the Buyer in its local jurisdiction then the Company, at its discretion and without prejudice to any other right or claim may, by notice in writing and without need for judicial action, forthwith terminate wholly or in part any and all of the other Contracts between the Company and the Buyer or may (without prejudice to the Company's rights subsequently to terminate the Contract for the same cause should it so decide), by notice in writing, suspend further deliveries of Goods.

12. FORCE MAJEURE

The Company shall be entitled to delay or cancel delivery or to reduce the amount of the Goods delivered, and otherwise shall not be liable for non-performance of any of its obligations in the Contracts, if it is prevented from, hindered or delayed in manufacturing, obtaining or delivering the Goods by normal route or means of delivery or otherwise in performing its obligations in the Contracts through any circumstances that it could not have foreseen or even if it could have foreseen them are beyond its control including, but not limited to, strikes, lock-outs, other work stoppage, riots, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal source of supply, acts of God, natural calamities, and acts of the government.

13. INTELLECTUAL PROPERTY RIGHTS

Nothing in these Terms and Conditions of Sale constitutes a transfer of any intellectual property rights. The Buyer acknowledges and agrees that, as the Buyer and the Company, the Company own all intellectual property rights in the Goods. The Buyer must obtain prior written approval from the Company for any use by the Buyer of the Company's trademarks or brands.

14. WAIVER

The waiver by the Company of any right or the failure by the Company to exercise any right or to insist on the strict performance of any provision of this Contract shall not operate as a waiver of, or preclude any further exercise or enforcement of any other right or provision of this Contract.

15. SEVERABILITY

Each provision of this Contract is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If, in any particular case, any of these Terms and Conditions shall be held to be invalid or unenforceable or shall not apply to this Contract, the other Terms and Conditions herein shall continue in full force and effect. The parties shall then discuss promptly and in good faith an alternative provision that will achieve the same end.

16. ASSIGNMENT

The Buyer may not assign, sub-contract or in any way dispose of this Contract or any of its rights or obligations under this Contract without the prior written consent of the Company.

17. NOTICES

- 17.1 Any notice required to be served under this Contract shall be served on the Company at its registered offices in the Philippines or such other address as the Company may from time to time notify to the Buyer in writing and on the Buyer at the address notified to the Company in its registration application, by first class post, registered air mail or by email or facsimile. The Buyer is responsible for notifying the Company in writing of any change of address, email address or fax number from those in the Buyer's registration application.
- 17.2 Any such notice served by post shall be deemed to have been served in the case of a destination in the Philippines within two days after the date of dispatch and seven days after the date of dispatch to any other destination. In the case of service by email, when the email is available to read in the recipient's inbox and in the case of facsimile when the addressee's machine acknowledges receipt thereof provided that a copy of the notice or communication is also put into the post in accordance with Clause 16.1 within 24 hours following dispatch of the initial version.

18. FAIR COLLECTION NOTICE

- 18.1 The Company may disclose all the details it obtains from the Buyer to enable the Company to do business with the Buyer and for the specific purpose of selling the Goods to the Buyer. The Company may also request further information from third parties with the Buyer's consent (for example, credit reference agencies).
- 18.2 Any information gathered will only be used in the context of the business the Company conducts for the Buyer and for any other purpose required for the fair processing of the Buyer's data. The Buyer may notify the Company to cease processing the data if it is unhappy with the way the Company uses the Buyer's personal data or wishes the Company to cease using any data which the Buyer has voluntarily given to the Company.
- 18.3 The Company may disclose the Buyer's personal data if or as may be required by law, including but without limitation, to prevent a crime, discharge a statutory duty or as required by a court order in the context of legal proceedings or to any third party who process personal data on the Company's behalf, such as computer maintenance companies and any group company within the Company's organisation.

19. PHILIPPINE LAW

This Contract shall be construed and operated in accordance with the laws of Republic of the Philippines and all proceedings in connection herewith shall be brought in the appropriate courts of the Philippines.