



## HILTI TOOL SERVICE TERMS AND CONDITIONS

### 1. HILTI TOOL SERVICE

**1.1.** All repairs undertaken by Hilti are performed in the Hilti Tool Service Centre (TSC) by Hilti trained technicians and using only genuine Hilti replacement parts.

**1.2.** Should the customer at any time decide on his/her own to render tool servicing that is performed by either the customer him-/her-self and/or by 3rd parties, which is not in accordance with the manufacturer's guidelines, Hilti's tool service benefits outlined in these Terms and Conditions shall be null and void.

**1.3.** Standard working day for Hilti Tool Service is defined as Monday – Friday 8.00AM – 5.00PM, excluding Philippines official public holidays.

### 2. NO COST PERIOD

**2.1.** For up to an initial two-year period (one year period for few tools), starting from the date the tool was purchased from Hilti, all repairs will be provided to the customer free of charge. This includes: **2.1.1.**

Collection and transportation costs

**2.1.2.** Labor costs

**2.1.3.** Faulty parts and parts subjected to reasonable wear and tear.

**2.1.4.** Servicing when indicated by the service indicator on the tool

**2.1.5.** Functional check, adjustment and safety check

**2.1.6.** Return transportation

**2.2.** The duration of the No Cost period for each tool type is outlined in the Tool Repair Schedule which can be located on Hilti's website [www.hilti.com.ph](http://www.hilti.com.ph)

**2.3.** For heavy diamond systems with an operating hours counter, the No Cost Period applies for 2 years or 200 hours, whichever is earlier.

**2.4.** At the end of the No Cost Period, tool repair costs will be charged to the customer unless covered under the Manufacturer's Warranty. For Hilti repair charges, see Clause 3.

### 3. REPAIR COST LIMIT

**3.1.** At the expiration of the No Cost Period, Hilti sets a Repair Cost Limit for the lifetime of the tool.

**3.2.** For repairs requested by the customer outside of the initial No Cost Period, Hilti will invoice the customer the following charges:

**3.2.1.** Repair Cost Limit (RCL) – set at up to a maximum of 20-25% of the List Price, depending on the tool, plus

**3.2.2.** Value Added Tax (VAT), plus

**3.2.3.** PHP400 (ex VAT) freight charge per Tool that includes both pick-up and return for Metro Manila and PHP 600 (ex VAT) for provincials.

**3.3.** The Repair Cost Limit table is shown on [www.hilti.com.ph](http://www.hilti.com.ph) under Services Tab

**3.4.** 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.

**3.5.** Hilti reserves the right to adjust the calculation basis of the Repair Cost Limit without any prior notice.

**3.6.** For 1 month after every charged functional repair, a 1-month No Cost Period will apply, see Clause 2.

**3.7.** The 1 month No Cost Period commences from the time a charged repair is dispatched from Hilti's Tool Service Centre and is deemed to end if no repair order is received for the same tool within 30 days from dispatch.

**3.8.** The Repair Cost Limit will apply for the lifetime of the tool, on the condition that all repairs over the tool's life are carried out by Hilti.

#### **4. MANUFACTURER'S WARRANTY**

**4.1.** Hilti will repair or replace, free of charge from the date of purchase, tools that are defective due to:

**4.1.1.** faulty tool component

**4.1.2.** inherent design flaw

**4.2.** General Terms and Exclusions apply, see Clause 8 and 9.

#### **5. PRE-APPROVALS, QUOTED REPAIRS AND PROCESS**

**5.1.** If the customer requires a purchase order number before a repair can proceed then the Purchase Order number must be provided at the time of booking in the tool repair, otherwise repair delays may occur.

**5.2.** Customers may choose to eliminate repair quotes and decrease turnaround times by pre-approving charged repair costs up to the Repair Cost Limit.

**5.3.** Should the customer provide Hilti with written advice that they pre-approve all future Hilti repairs up to the maximum Repair Cost Limit, Hilti will proceed without notice and the repair will be eligible for the Time Promise.

**5.4.** Hilti will proceed with repair without quotation approval, when the repair cost is less than or equal to PHP 3,500 (exclusive of freight delivery charges and GST).

**5.5.** Quotation will be provided for approval if the repair cost is greater than PHP 3,500 (excluding freight delivery charges and GST).

**5.6.** If the customer wants to change this "no approval value", he/she can provide a different value in the form of preapprovals.

**5.7.** Repair quotes will remain open for five (5) working days from the date the quote was created.

**5.7.1.** Hilti will make all reasonable attempts to contact the customer with the quote throughout the five (5) day period.

**5.7.2.** If the customer is uncontactable, does not reply or chooses not to proceed with a charged repair within five (5) working days from quotation date, the quote will be closed and the tool will be returned unrepaid and assembled, free of delivery charge.

#### **6. DELIVERY CHARGE AND PROOF OF DELIVERY**

**6.1.** Hilti will only charge delivery fees for repairs outside of the No Repair Cost period, see Clause 2.

**6.2.** The delivery charge for repairs outside the No Cost Period is PHP 400 (ex VAT) per tool for Metro Manila and PHP600 (ex VAT) for Provincials. This includes pick-up from and return to the customer's nominated address.

**6.3** 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.

#### **7. GENERAL AND EXCLUSIONS**

**7.1.** All accessories are excluded

**7.2.** 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 cords are not covered by Hilti Tool Service. Repair or replacement cost of these items shall be at the customers' expense.

**7.3.** Hilti does not offer partial repairs, only full functional repairs to restore the tool to factory standards for maximum performance.

**7.4.** Any self-repair beyond the allowed serviceability parts will null and void all warranties.

**7.5.** Stolen tools must be reported to Hilti immediately and tool serial numbers provided.

**7.6.** Tools from customers on credit block will not be collected or booked for Hilti repair.

**7.7.** The following cases are excluded from the Hilti Tool Services coverage described above, including:

**7.7.1.** Tools which are not used for their intended purpose, in strict compliance with the operating instructions and other instructions issued by Hilti. Including damage 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.

**7.7.2.** The Repair Cost Limit and 1-month No Cost Period on repaired tools, do not apply to batteries and chargers. Batteries and chargers will be exchanged rather than repaired within the No Cost Period.

**7.7.3.** Hilti reserves the right to deny the repair cost limit for customers who misuse tools or damage tools beyond normal working conditions.

## **8. DELIVERY EXCLUSIONS**

**8.1.** Heavy diamond tools (DS tools and wall saws), Detection, Optical Tools,

**8.2.** Non- repairable tools, special equipment / non-standard list items.

**8.3.** Tool repairs which need clarification from the customer to complete the repair

**8.4.** Tools which have been returned to Hilti for a repair quote request (tools not covered by 2 years no cost and Fleet Management)

**8.5.** Deliveries which are denied, refused or rescheduled by the customer.

**8.6.** Tools which are shipped as dangerous goods (including lithium batteries more than 100 Wh).

**8.7.** Repairs collected from the customer by a third party not instructed by Hilti.

**8.8.** Any tools which have not been sold by Hilti Philippines, Inc.

**8.9.** Items which never received a serial number from Hilti.

**8.10.** Deliveries which are delayed by a Force Majeure event.

**8.11.** Days when Hilti Tool Service Centre is not operational due to public holidays or other special occasions.

**8.12.** The period of Christmas and New Year holiday season.

**8.13.** Period of pandemic and lockdown due to stringent government regulations and compliance requirement.

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

**9.1.** This is a supplemental document to Hilti's Standard Terms and Conditions of Sale which is already in place.

**9.2.** 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.

**9.3.** 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.