

NON-STANDARD TERMS AND CONDITIONS OF SALES

HILTI, INC. NON-STANDARD PRODUCTS & SERVICES TERMS AND CONDITIONS OF SALE

PAYMENT TERMS: Net 30 days from date of invoice. Customer agrees to pay all costs incurred by Hilti in collecting any delinquent amounts, including attorney's fees.

FREIGHT: All sales are F.O.B. Shipping Point with transportation via Customer-designated mode. Hilti may load Products onto transportation unit designated for shipment by Customer at the instruction and in the manner requested by shipper or Customer or Customer may designate shipper to load Products. Customer bears the cost and risk associated with either loading process. In any case, Customer is responsible for ensuring load is shippable and bears all risk associated with safety of and damage to load and suitability for means and mode of transport. Delivery dates are estimates only and Customer accepts all risks associated with any delay, even if Hilti is advised that time is of the essence. Additional charges for special handling requirements shall be the responsibility of Customer.

CREDIT: All orders sold on credit are subject to Credit Department approval and these Hilti Terms and Conditions of Sale.

RETURN POLICY: Non-standard, special order, cut, kitted, preassembled, and/or fabricated Products and Services are not eligible for return or credit. For any standard Products that are eligible for return, the Products must be in saleable condition to qualify for return. Saleable condition is defined as unused items in original undamaged packaging and in unbroken quantities and in as-new condition. All returns are subject to Hilti inspection and acceptance and a restocking fee of the higher of \$125 or 20% of the Products' invoice price paid. All returns shall be shipped FOB Destination. Proof of purchase is required for all returned Products. Discontinued or obsolete Products are not eligible for return or credit. Dated materials are only returnable within 14 days after invoice date and in case quantity. In no event shall any product be returnable or qualify for credit after 1 year from invoice date.



WARRANTY: Hilti warrants that for a period of 12 months from the date it first supplies a Product it will, at its sole option and discretion, refund the purchase price of, repair, or provide a replacement for, such Product which contains a defect in material or workmanship. Hilti warrants that for a period of 12 months from the date it first supplies a Service, it will, at its sole option and discretion, refund the purchase price of, or re-perform, such portion of the Service that does not conform to the contract requirements. Absence of Hilti's receipt of notification of any such defect or nonconformance within this 12-month period shall constitute a waiver of all claims with regard to such Product and Service. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Hilti shall in no event be liable for, and Customer hereby agrees to indemnify Hilti against, all claims related to special, direct, indirect, incidental, consequential, and any other damages arising out of or related to the sale, use, or inability to use the Product or Service, including costs and attorney's fees, even if caused in whole or in part by the negligence of Hilti or its agents.

ACCEPTANCE: Hilti's acceptance of an order is limited to the express terms contained herein. Additional or different terms proposed by Customer are deemed material and are objected to and rejected, but such rejection shall not operate as a rejection of the offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods. Issuance of an order for Product(s) and/or Service(s) shall be deemed as Customer's acceptance and approval of its/their suitability for the intended use. Customer shall have ten (10) days after delivery to Warranty provisions herein. Any such rejection of acceptance must be provided in writing.

QUALITY CONTROL: Upon receipt of Products and/or Services, Customer is responsible to verify conformity. Failure to identify reasonably-ascertainable nonconformities shall constitute Customer's waiver of associated claims.

TRANSPORTATION & LOADING/OFFLOADING: Customer is responsible for: loading, transportation, and offloading shipments, including, but not limited to proper storage both during and following transport; movement or loosening of connections; corrosion due to transport and/or storage; installation



and final assembly; and compliance with Hilti installation instructions. Hilti is not responsible for, and Customer is aware of, potentially sharp/rough/exposed edges, heavy/oversize/wide loads, and shifting/loosening items.

DOMESTIC ORIGIN: Origin information may be obtained by written request to Hilti, Inc., Contract Compliance, P.O. Box 21148, Tulsa, Oklahoma 74121. Hilti's Quality Department personnel are the only individuals authorized to warrant the country of origin of Hilti Products. If certain country of origin requirements must be met, Customer must notify Hilti of such requirements prior to order entry. Hilti reserves the right to modify pricing and completion/delivery dates at any time after notification of country-of-origin requirements.

BUSINESS SIZE: Hilti is a large business.

PRICES: Prices are those stated on the final proposal, and unless otherwise noted are based on purchasing all items on the final proposal – pricing for individual products may vary for purchases of different quantities or item combinations. Hilti does not maintain most favored customer records, makes no representation with respect to same, and rejects any price warranty terms proposed by Customer. Hilti's published net price list and non-standard/special order Products and Services prices are subject to change without notice. Hilti may, at its sole discretion, with prior notice to Customer, assess a charge for design services. Customer's request to proceed shall be treated as its agreement to pay such charge. Charges, if any, shall be invoiced monthly as services are performed.

CONSENT TO JURISDICTION: All transactions shall be deemed to have been made and entered into in Tulsa, Oklahoma. Any and all disputes arising directly or indirectly from such transactions shall be resolved in the courts of the County of Tulsa, State of Oklahoma, to the exclusion of any other court, and any resulting judgment may be enforced by any court having jurisdiction of such an action. All transactions shall be governed by and construed in accordance with the laws of the State of Oklahoma.

INDEMNIFICATION: Customer hereby agrees to indemnify Hilti for any costs, including attorney's fees, incurred by Hilti as a result, in whole or in part, of any violation by Customer of any Federal, State or



Local statute or regulation, or of any nationally accepted standard. It shall be Customer's sole responsibility to comply with all applicable laws, regulations, and codes regarding the handling, use, transportation, or disposal of Products upon taking possession of same. Hilti shall in no event be liable for, and Customer hereby agrees to indemnify Hilti against, any claims or costs incurred by Hilti, including attorney's fees, related in whole or in part to Customer pick-up, transportation or delivery; failure to inspect upon pick-up or delivery; compliance with Hilti installation instructions and all Servicerelevant instructions; final assembly of Products; and cutting, kitting and pre-assembly or prefabricated Services including, but not limited to, sharp/rough/exposed edges; heavy/oversized/wide loads; and shifting or loosening Products or corrosion during loading, storage, shipment, delivery or installation by Customer.

INSURANCE: Hilti's insurance is reflected on the Certificate of Insurance available at www.us.hilti.com, which contains what is current at that particular time. In no event shall Hilti be obligated to continue to provide the same insurance or any other insurance, including coverage, limits, or deductibles.

OTHER AGREEMENTS: The terms contained herein apply to this purchase, notwithstanding any contracts, agreements, previous orders, or prior dealings to the contrary.

CONVERT CHECK TO EFT: When Customer provides a check as payment, it authorizes Hilti to use information from the check to make a one-time electronic funds transfer from Customer's checking account or to process the payment as a check transaction. When Hilti uses information from Customer's check to make an electronic funds transfer, funds may be withdrawn from the account as soon as the same day the check is received, and Customer will not receive its check back from the financial institution. PMO Non-Standard Services T&C of Sale 05/14/2014 3

AUTHORIZATION: HILTI LEGAL DEPARTMENT PERSONNEL ARE THE ONLY INDIVIDUALS AUTHORIZED TO MODIFY THESE TERMS AND CONDITIONS, WARRANT PRODUCT SUITABILITY FOR SPECIFIC APPLICATIONS, ACCEPT INFORMATION ON THE POTENTIAL FOR CONSEQUENTIAL DAMAGES, OR EXECUTE CUSTOMER DOCUMENTS, AND ANY SUCH ACTION IS NULL AND VOID UNLESS IN WRITTEN FORM SIGNED BY SUCH INDIVIDUAL SPECIFICALLY INDICATING THE INTENT



TO MODIFY THESE TERMS AND CONDITIONS OF SALE. HILTI SALES REPRESENTATIVES (INCLUDING ACCOUNT MANAGERS, REGIONAL MANAGERS, AND CUSTOMER SERVICE REPRESENTATIVES) HAVE NO SUCH AUTHORITY

The above terms and conditions apply to all sales of Hilti non-standard products and services.

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