



CANADA 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. Hilti may impose fees to process refund transactions. With regards to credit card transactions, Customer agrees to pay any surcharge Hilti may assess for processing credit card payments. Surcharges will only be assessed where legally allowed and in accordance with card brand regulations. In the event a refund is processed for all or part of the invoice or payment that was surcharged, the surcharged amount will be refunded in whole or, for partial refunds, on a pro-rata basis.
- Freight:** All sales are F.O.B. Destination freight prepaid and added via Hilti designated mode. 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. Freight charges shall be the responsibility of Customer. Freight rates are available at www.hilti.ca/shipping. Fuel surcharges may apply depending on market conditions.
- Credit:** All orders sold on credit are subject to Credit Department approval.
- Return Policy:** Products must be in saleable condition to qualify for return. Saleable condition is defined as unused items in original undamaged packaging and unbroken quantities and in as-new condition. All returns are subject to Hilti inspection and acceptance, and a \$150 restocking charge if returned more than 90 days after invoice date. Proof of purchase is required for all returned materials.
- Ineligible Return:** Special order products and discontinued items are not eligible for return or credit. Dated materials are only returnable in case quantity and within 14 days after invoice date. 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 Hilti-brand 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 reperform, 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 ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THE SALE OF GOODS ACT AND ANY SIMILAR STATUTE OF ANY PROVINCE.** 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, including costs and attorney's fees, even if caused in whole or in part by the negligence of Hilti.
- Order Acceptance:** Acceptance is limited to the express terms contained herein, and terms are subject to change by Hilti without notice. Terms and Conditions of Sale may be viewed at www.hilti.ca. 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. Orders are not deemed "accepted" by Hilti unless and until it ships the associated items – if a partial shipment occurs, only that part of the order is deemed "accepted".
- Prices:** Prices are those stated on the order, and unless otherwise noted are based on purchasing all items on the order – 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 is subject to change without notice.
- Consent to Jurisdiction:** All transactions shall be deemed to have been made and entered into in Oakville, Ontario. Any and all disputes arising directly or indirectly from such transactions shall be resolved in the courts in Oakville, Ontario, 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 Ontario.
- 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, Provincial or Local law, statute or regulation, or of any nationally accepted standard. It shall be Customer's sole responsibility to comply with all applicable laws, regulations, codes, and standards regarding the handling, use, transportation, or disposal of products upon taking possession of same.
- Insurance:** Hilti's insurance is reflected on the Certificate of Insurance available at www.hilti.ca, 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.
- 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.
- 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.