

1. GENERAL

1.1 In these Conditions the following words have the meanings shown:

"Buyer" means the person, firm, or company purchasing Goods and/or Services from Hilti;

"Contract" means any agreement between Hilti and the Buyer for the sale of Goods and/or provision of Services, incorporating these Conditions;

"Goods" means goods agreed to be supplied by, under, or in relation to Contract (including any goods supplied without charge);

"Hilti" means Hilti Saudi Arabia for Construction Tools;

"Orders" means existing and/or future orders placed by the customer with Hilti

"Personnel" means the employees, servants, directors, agents, consultants, or other personnel of Hilti or any of their subcontractors; and

"Services" means the services to be supplied by Hilti under or in relation to the Contract (including any services supplied without charge).

1.2 Headings do not affect the interpretation of these Conditions.

2 MAKING THE CONTRACT

2.1 Any written quotation, estimate, and/or advertised price for the Goods shall be an offer and no binding contract shall be created by placing an order on Hilti's website or otherwise until Hilti has sent an acceptance of the order to the Buyer or (if earlier) Hilti delivers the Goods to the Buyer, whereupon a Contract shall be formed. In the event that Hilti has not provided an acknowledgment of order, these Conditions provided, the Buyer shall have had prior notice of them, shall nonetheless apply to the Contract. Any order shall be accepted entirely at the discretion of Hilti. Any order shall be accepted entirely at the discretion of Hilti.

2.2 Any quotation made by Hilti is given subject to these Conditions and is valid for 30 days from its date (or until any other date shown on the quotation), provided that Hilti has not previously withdrawn it.

2.3 Unless agreed otherwise in writing, these Conditions shall be incorporated in the Contract to the exclusion of all other terms, conditions, or other representations (including any terms and conditions which the Buyer may purport to apply under any order, confirmation of order, specification or other document whatsoever and whenever).

2.4 These Conditions shall prevail unless expressly varied in writing and signed by an authorised person for and on behalf of Hilti.

2.5 Hilti reserves the right to modify these terms and conditions at any time. The modified terms and conditions will be disclosed to the Buyer in writing and shall be deemed to be accepted by the Buyer, if not refused by the Buyer in writing within fifteen days of its receipt. After becoming effective such modifications shall be applicable to all Goods and Services.

2.6 Any discrepancy in the delivery note or invoice, needs to be notified to Hilti by Buyer within 48 hours from receipt of such delivery note or invoice.

2.7 Hilti may collect and store details by utilizing third-party storage whether inside or outside the Kingdom of Saudi Arabia. In these cases, our processing of your data is supported by your own consent. You have the right to access, rectify, or delete your personal data. In certain cases, you are also entitled to other rights, such as, for example, to object to us using your data, or to transferring your data by opting out using the following sa-privacy@hilti.com.

2.8 Hilti may send from time to time information about Hilti products and services to you via electronic communication. You hereby give your consent to the usage of electronic communication for this purpose. You shall have the right to opt-out of any further electronic communication.

3 DESCRIPTION OF GOODS AND SERVICES

3.1 The quantity, quality, description of, and any specification for the Goods shall be as set out in Hilti's acknowledgment of order or, in its absence, Hilti's quotation.

3.2 All descriptive matter, specifications, and advertising issued by Hilti and any descriptions, details or illustrations contained in Hilti's website, catalogues, or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods or Services described in them and they will not form part of the Contract unless otherwise agreed in writing.

3.3 Hilti reserves the right, without liability to the Buyer, to make any changes in the specification of the Goods and/or Services which are required to conform to any applicable national or international laws and regulations and/or safety requirements which do not materially affect the quality or performance of the Goods and/or Services.

3.4 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 Hilti shall be construed to vary in any way any of these Conditions under this Contract.

4 PRICE

4.1 Subject to Condition 4.2 below, the price payable for Goods and/or Services shall, unless otherwise stated by Hilti in writing and agreed on its behalf by an authorised representative, be the price determined by Hilti current at the date of delivery or deemed delivery and in the case of an order with partial delivery, the price payable for each delivery shall be Hilti's current price list at the date of the delivery.

4.2 Unless otherwise agreed in writing, Hilti's prices for the Goods and/or Services may be subject to variation to take account of such variations in wages, materials, or other costs of manufacture or supply since the date of Hilti's quotation or if no quotation is issued the Buyer's order. Hilti accordingly reserves the right at any time, by notifying the Buyer in writing to adjust the invoice price payable by the amount of any increase or decrease in such costs after the price is quoted by Hilti or the Buyer's order without any liability on the part of Hilti. The invoice so adjusted shall be payable as if it were the original Contract price.

4.3 All prices for the Goods and/or Services are exclusive of value-added tax, other similar taxes, and all other applicable duties. The Buyer shall be liable for all and any local taxes or charges as appropriate.

4.4 Hilti shall invoice the Buyer for the price of the Goods and/or Services in the currency stated on the invoice.

4.5 Hilti has the right to invoice the Buyer for the costs of any packaging, transportation of the Goods, or any additional costs resulting from any other alteration made by the Buyer on or at the time of delivery or upon notification by Hilti that the Goods are awaiting collection. Any such additional costs shall be invoiced by Hilti in the currency stated on the invoice.

5 CARRIAGE AND INSURANCE

5.1 The price of the Goods shall be exclusive of carriage and insurance which shall be in accordance with the charges laid out in Hilti's current price list.

5.2 The charges for carriage and insurance shall be payable by the Buyer and added to the price of the Goods.

6 ADDITIONAL COSTS

6.1 Without prejudice to any other rights and remedies which Hilti may have, if the Goods are submitted to Hilti or its agent for repair, Hilti shall be entitled to keep the Goods in its possession until all overdue debts owed by the Buyer to Hilti (including the costs of the repair) are paid off, and if the Goods are not collected and paid for by the Buyer within the agreed payment terms of the Buyer being informed that the Goods are ready for collection, the Buyer agrees that Hilti shall be entitled to dispose of the Goods as Hilti thinks fit.

7 TERMS OF PAYMENT

7.1 Unless agreed otherwise in writing by Hilti, all payments due under any Contract shall be in the currency stipulated in the invoice and must be made by the Buyer within the agreed payment terms from the date of the invoice sent by Hilti to the address provided by the Buyer. Time for payment shall be of the essence.

7.2 The Buyer shall not be entitled to exercise any set-off, lien, or any other similar right or claim unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by Hilti to the Buyer. Hilti may set off any claim of any kind whatsoever which the Buyer may have against Hilti under the Contract or any other contract against any sum which would otherwise be due from the Buyer to Hilti under the Contract or any other contract.

7.3 Notwithstanding any other provision all payments payable to Hilti under the Contract shall become due immediately upon termination of the Contract for whatever reason.

7.4 If the Goods are partially delivered, Hilti shall be entitled to invoice each delivery as and when delivery thereof has been made and payment shall be due in accordance with Condition 7.1 above in respect of each invoice.

7.5 Any failure by the Buyer to either pay any dues related to partial delivery 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 notice.

7.6 Prompt payment shall be a condition precedent to future deliveries of the Goods or to repair under Condition 12.1 due under any Contract.

8 DELIVERY AND ACCEPTANCE OF GOODS

8.1 Hilti shall deliver the Goods to the location set out in the order form or as the parties may agree in writing at any time after Hilti notifies the Buyer that the Goods are ready. Delivery of the Goods shall be completed on the Goods' arrival at the relevant location. The unloading of deliveries and packages at the Buyer's premises is the responsibility of the Buyer.

8.2 The period for delivery shall be calculated from the date of the Contract or the date of receipt of all necessary information to enable Hilti to manufacture or procure the manufacture of the Goods whichever shall be the later. If no period is stipulated by Hilti, then delivery will be at such time after receipt of instructions from the Buyer as Hilti thinks reasonable.

8.3 All times or dates given for delivery of the Goods are intended to be estimates only and time for delivery shall not be of the essence. Hilti shall not be liable for any loss, costs, damages, charges, or expenses caused directly or indirectly by any delay in the delivery of the Goods (unless caused by Hilti's gross negligence or fraud).

8.4 If for any reason the Buyer does not accept delivery of the Goods in accordance with Condition 8.6, or Hilti is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licenses, or authorisations, then the Goods will be deemed to have been delivered, risk passing to the Buyer (excluding for loss or damage caused by Hilti's gross negligence or fraud) and Hilti may at its sole discretion:

8.4.1 store the Goods until actual delivery 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; or

8.4.2 sell the Goods at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge the Buyer for any shortfall below the Contract price.

8.5 Hilti shall have the right to make partial deliveries of goods and at such intervals as it may decide. Any defect in any such delivery shall not be a ground for cancellation of the remainder of the deliveries and the Buyer shall be bound to accept further deliveries thereof.

8.6 Without prejudice to the warranties in Condition 13 below, the Buyer will be deemed to have accepted the Goods as being in accordance with the Contract and no liability for non-delivery, late delivery, loss of 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 Hilti unless:

8.6.1 Within forty-eight hours after the Buyer has taken delivery of the Goods the Buyer has notified Hilti in writing of any defect or other failure of the Goods to conform with the Contract (which would be apparent upon reasonable inspection and testing of the Goods within forty-eight hours); or

8.6.2 the Buyer notifies Hilti in writing of any defect or other failure of the Goods to conform with the Contract within a reasonable time where the effect or failure would not be so apparent within forty-eight hours of the date of delivery or collection, failing which the Buyer shall not be entitled to reject the Goods and Hilti shall have no liability and the Buyer shall be bound to pay the Contract price as if the Goods has been delivered in accordance with the Contract.

8.7 In all cases where the Buyer notifies Hilti of defects or shortages, Hilti shall be afforded an opportunity to inspect the Goods (including when relevant by the Goods being returned to Hilti at the Buyer's cost) before any use is made thereof or any alteration is made thereto by the Buyer.

8.8 All requests for proof of delivery must be made within a period of forty-eight hours following the date of the invoice.

9 RETURNS AND CANCELLATIONS

9.1 Subject to Condition 8.6 above, Goods supplied pursuant to the Contract cannot be returned without Hilti's prior written authorisation, and subject to proof of purchase. Duly authorised returns:

9.1.1 shall be sent to the designated premises by Hilti at the Buyer's expense;

9.1.2 may be subject to a handling and freight charge of the Goods payable by the Buyer; and

9.1.3 must be in the same condition as originally supplied to the Buyer.

9.2 The Buyer may not cancel an order of the Goods and/or Services including but without limitation to, any Goods and/or Services that involve special requirements of the Buyer once the order has been inputted onto Hilti's ordering system, without the prior written consent of Hilti and then only on terms stipulated by Hilti in writing.

9.3 Non-Standard Goods cannot be cancelled after the Buyer's official confirmation has been received.

9.4 Goods that are temperature sensitive, chemicals, or with a shelf life expiry date cannot be returned after delivery.

9.5 Returns up to thirty days from the date of delivery can be accepted by Hilti subject to all conditions under these Condition 9.

10 PASSING OF TITLE AND RISK

10.1 The Goods are at the risk of the Buyer from the time of delivery by Hilti, collection of the Goods by the Buyer, or receipt by Hilti of payment in full for the Goods, whichever is earlier.

10.2 Full legal, beneficial, and equitable title to and property in the Goods shall not pass to the Buyer until Hilti has received in full (in cash or cleared funds) all sums due to it in respect of:

10.2.1 the Goods; and

10.2.2 all other sums which are or which become due to Hilti from the Buyer on any account.

10.3 Until full legal, beneficial, and equitable title to and property in the Goods has passed to the Buyer, the Buyer shall:

10.3.1 store the Goods (at no cost to Hilti) in a proper manner in conditions which adequately protect and preserve the Goods, and comply with all product handling requirements published by Hilti;

10.3.2 keep the Goods separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as Hilti's property;

10.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

10.3.4 maintain the Goods in satisfactory condition and keep them insured on Hilti's behalf for their full price against all risks to the reasonable satisfaction of Hilti. On request, the Buyer shall produce the policy of insurance to Hilti and shall specifically add Hilti as a beneficiary under the insurance policy.

10.4 Hilti shall be entitled to examine any such Goods in storage at any time during normal business hours upon giving reasonable notice to the Buyer of its intention to do so.

10.5 The Buyer may use the Goods in the ordinary course of the Buyer's business before the title has passed to it.

10.6 The Buyer's right to possession of the Goods shall terminate immediately upon the occurrence of any of the events specified in Condition 16.1 below.

10.7 Hilti shall be entitled to recover payment for the Goods notwithstanding that the title of any of the Goods has not passed from Hilti to the Buyer. The Buyer grants Hilti, its agents, and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them, and the Buyer acknowledges that Hilti shall have the right to intercept and repossess Goods in transit where the Buyer's right to possession has terminated.

10.8 Where Hilti is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by Hilti to the Buyer in the order in which they were invoiced to the Buyer.

10.9 On termination of the Contract, howsoever caused, Hilti's (but not the Buyer's) rights contained in this Condition shall remain in effect. Hilti's rights and remedies set out in this Condition 10 are in addition to and shall not in any way prejudice, limit or restrict any of Hilti's other rights or remedies under the Contract or in law.

11 SUPPLY OF SERVICES

11.1 Hilti shall provide the Services to the Buyer in accordance with the Contract applying reasonable skill and care.

11.2 Hilti shall use its reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. Hilti shall not be liable for any loss whatsoever or howsoever arising caused by its failure to provide the Services on the due date.

11.3 Where Hilti is to perform the Services at the Buyer's premises, the Buyer shall:

11.3.1 procure safe and unhindered access to the premises for all the Personnel to carry out the Services at all relevant times;

11.3.2 ensure that all consents, permissions, or licences required to allow the Services to be provided are in place;

11.3.3 ensure the provision of adequate power, lighting, heating, and other such facilities or supplies required for the provision of the Services;

11.3.4 provide adjacent to where the Services are to be provided storage for the materials required for the Services;

11.3.5 ensure that the site where Services are to be provided is adequate for that purpose, clear and free from all health and safety hazards, and possesses such facilities for the Personnel to comply with any applicable legislation and as Hilti shall reasonably require; and

11.3.6 be responsible for the death or personal injury suffered by Personnel or damage to or loss of Hilti property (including the property of any Personnel or Hilti's subcontractors) whilst on the Buyer's premises except to the extent any such death or personal injury results from the negligence of Hilti or its subcontractors.

11.4 The Services will be deemed to be completed and the relevant element of the Contract price to be due and payable forthwith:

11.4.1 when Hilti issues a written notice to the Buyer confirming such completion; or

11.4.2 if Hilti is available to perform the Services but is prevented from doing so by reason of:

(a) the lack of relevant assistance from the Buyer (such as lack of availability of test components or parts from the Buyer); or

(b) the condition of the Buyer's premises on the site at which the Services are to be provided and/or the facilities at or the services available at those premises at the time agreed for the provision of the Services; or

(c) the failure of the Buyer to comply with the Contract.

12 HILTI'S EXTENDED SERVICE

12.1 Hilti No Cost Coverage includes no costs of repair for up to two (2) years from the date of purchase of the Goods. This includes labour costs, transport costs, faulty parts subject to wear and tear, servicing when indicated by the service indicator on the tool, functional checks, and adjustment and safety checks.

12.1.1 After the initial No Cost Coverage period has expired the repair costs shall be charged in accordance with the prices set out in the repair cost limit as listed on our official website (www.hilti.sa) ("Repair Cost Limit") and as may be updated from time to time. Hilti reserves the right to only commence repair works of the tools upon receipt of the Buyer's acceptance; If Hilti and the Buyer have entered into a service maintenance contract, Hilti will carry out any repairs in accordance with that contract.

12.1.2 In the event the cost of the repair remains below the Hilti Repair Cost Limit, the Buyer shall only pay the actual cost of repair.

12.2 Subject to Hilti's discretion, the Buyer may after every paid repair, for one month, be entitled to a repair of the Goods at no additional cost subject to the Contract.

12.3 Tools sent for repair that are subject to unapproved or expired quotations will be returned to the Buyer in a disassembled state.

12.4 Goods presented for repair may be repaired by Hilti using new or refurbished parts of quality equivalent to new.

13 WARRANTIES

13.1 Where Goods and/or Services are supplied with a specific written warranty produced by Hilti, such warranty shall apply instead of the warranty set out in Condition 13.2 below where no specific warranty is supplied in relation to the Goods and/or Services. The exclusions in Condition 13.3 shall apply to every such specific warranty.

13.2 If the Buyer establishes to Hilti's reasonable satisfaction within two years of the date of purchase of the Goods or performance of the Services that there is a defect in the materials or workmanship of the Goods or Services that are supplied not in accordance with the Contract then Hilti shall at its option, at its sole discretion and within a reasonable time:

13.2.1 repair or make good such defect or failure in such Goods free of charge to the Buyer (including all costs of transportation of any Goods or materials to and from the Buyer for that purpose); or

13.2.2 replace such Goods with Goods which are in all respects in accordance with the Contract or re-perform such Services, and provided that the liability of Hilti under Condition 13 shall in no event exceed the purchase price of such Goods or services and the performance of any one of the above options shall constitute an entire discharge of Hilti's liability under this warranty.

13.3 Hilti shall not be liable for breach of the warranty at Condition 13.2 above or any other warranty, guarantee, or condition:

13.3.1 arising from any defect in Goods, or from any defect in the performance of Services (or in any work product resulting from the performance of Services) arising from any drawing, design, information, instruction, or specification supplied by the Buyer; or

13.3.2 arising from any acts, omissions negligence or default of the Buyer or arising from wilful damage, unsuitable storage, handling, treatment, installation, maintenance, repair or application, abnormal use or use under abnormal conditions; or

13.3.3 arising from any non-compliance with the safety, training, usage and maintenance requirements (including, but not limited to, excessive or heavy use), method statements, data sheets, instructions or recommendations (whether oral or in writing) communicated to the Buyer by Hilti and/or any of its employees, agents, suppliers or subcontractors; or

13.3.4 arising from incorporation, alteration, modification, or conversion of the Goods with any other goods, products, or systems outside the intended purpose of the Goods, or as a result of non-compatibility of the Goods with any other goods, products or systems or use of consumables, components or spare parts other than those manufactured by Hilti without Hilti's prior written approval; or

13.3.5 if the total price for the Goods and/or Services has not been paid by the due date for payment; or

13.3.6 unless any claim by the Buyer which is based on any defect in the quality or condition of the Goods and/or Services or their failure to correspond with their description or specification shall (whether or not delivery is refused by the Buyer) be notified to Hilti within Seven days after the Buyer discovers or ought to have discovered the defect or failure; or

13.3.7 unless Hilti is given a reasonable opportunity of examining such Goods or location at which the Services were performed and the Buyer (if asked to do so by Hilti) returns such Goods or materials relating to the Services to Hilti's place of business for the examination to take place there.

13.4 Save as expressly provided in these Conditions, all warranties, conditions, guarantees or other terms implied by law, custom usage or otherwise are excluded to the fullest extent permitted by law.

14 BUYER'S RESPONSIBILITY

14.1 The selection of the Goods and/or Services 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 Hilti on which information or recommendations made by Hilti are based is correct and that any assumptions made by Hilti to supplement that data are suitable for the Buyer's purposes.

14.2 Any advice, representation, or recommendation given by Hilti or its Personnel to the Buyer or its employees or agents as to the Goods and/or Services, their fitting or use, or as to the incorporation or compatibility of the Goods with other goods, is therefore followed or acted upon entirely at the Buyer's own risk and the Buyer acknowledges that it does not rely on and waives any claim for breach of any such representation. Accordingly, the Buyer must rely on its own judgement and if necessary seek expert advice in relation to the following:

14.2.1 the suitability and compatibility of the Goods for the intended use;

14.2.2 the training necessary for the Buyer and its employees;

14.2.3 the required level of ongoing maintenance for the Goods; and

14.2.4 the adequacy of the premises in which the Goods are to be used.

14.3 The Buyer acknowledges that it is responsible for ensuring it and its employees, agents, contractors and end-users of the Goods:

14.3.1 store, handle, use, construct, maintain, and repair the Goods at all times in accordance with good practice and in accordance with the applicable method statements and data sheets, as well as all other relevant safety, training, usage and maintenance instructions and guidelines supplied to the Buyer from time to time by Hilti, its employees, agents or contractors; For temperature sensitive and perishable products, the Buyer must always comply with product handling requirements and expiry date published by Hilti.

14.3.2 receive the necessary training in respect of Goods supplied;

14.3.3 in connection with the hiring of the Goods or the Goods being otherwise used by third parties, that the Goods are supplied in the original packaging including all method statements, data sheets, labelling, and warnings as are supplied with the Goods by Hilti;

14.3.4 use the Goods with the recommended safety equipment in accordance with all applicable method statements and data sheets, and other relevant Company safety, training, usage, and maintenance instructions and guidelines supplied from time to time.

15. LIMITATION OF LIABILITY

15.1 The Buyer agrees that the provisions of Conditions 13 and this Condition 15 set out the entire financial liability of Hilti (including for the acts and omissions of its employees, agents, and subcontractors) to the Buyer and the exclusive remedies of the Buyer against Hilti in respect of:

15.1.1 any breach of these conditions; and

15.1.2 any use made by the Buyer of any of the Goods.

15.2 Hilti shall not be liable to the Buyer for any economic loss of whatever nature (direct or indirect), including without limitation loss of anticipated profits, loss of actual profits (direct or indirect) loss of turnover or revenue, loss of business, loss of production or opportunity, loss of data, depletion of goodwill or otherwise.

15.3 Hilti shall not be liable for any indirect, special, or consequential loss or damage howsoever arising.

15.4 Notwithstanding any other provision contained in these Conditions, Hilti does not in any manner whatsoever exclude or limit its liability if and to the extent that such liability:

15.4.1 arises out of the fraud or fraudulent misrepresentation of Hilti; or

15.4.2 is in respect of death or personal injury caused by gross negligence of Hilti; or

15.4.3 cannot be legally excluded or limited.

15.4 The total aggregate liability of Hilti arising out of or in connection with the performance or contemplated performance of the Contract, whether for negligence or breach of contract or any case whatsoever, shall in no event exceed one hundred percent (100%) of the amounts actually paid by the Buyer to Hilti under the Contract.

16 BUYER' S INDEMNITY

16.1 The Buyer shall be liable for and indemnifies Hilti and shall keep Hilti indemnified in respect of all damage or injury to any person or loss of or damage to any property and against all actions, demands, costs (including legal costs), charges, expenses or other loss suffered by Hilti arising:

16.1.1 at law or under regulations detailed in Condition 13.4 or otherwise under statute; and/or

16.1.2 in respect of any act, omission, negligence, and/or breach of the terms of these Conditions or otherwise through the default of the Buyer; and/or

16.1.3 in respect of any infringement or alleged infringement of any patent, registered design, copyright, trademark, or other industrial or intellectual property rights resulting from compliance by Hilti with the Buyer's instructions whether express or implied.

16.2 Where Goods supplied by Hilti are used by a third party (including the Buyer's employees, agents, contractors) in a manner not previously agreed in writing by Hilti to be suitable, or in a manner not in accordance with these Conditions, including (but not limited to) Condition 13.3, Hilti shall not be liable for any costs, loss, damage, liability or expenses suffered or incurred by the Buyer or any third party arising directly or indirectly from or in respect of such Goods or such use (including for loss of revenue, profits, production, opportunity, business, goodwill and/or of any contract) and the Buyer shall indemnify and keep indemnified Hilti from and against all such costs, loss, damage, liability or expenses suffered or incurred by Hilti as a result of any claim or demand in respect thereof by any third party.

17 TERMINATION

17.1 Without prejudice to any rights that have accrued under the Contract or any other rights or remedies, Hilti may immediately suspend the performance of the Contract, cancel any outstanding delivery of Goods and/or the supply of Services, stop any Goods in transit or by notice in writing to the Buyer terminate the Contract without liability to Hilti in the event that:

17.1.1 the Buyer fails to pay any sum payable under the Contract, or any other agreement between the Buyer and Hilti within the agreed payment terms; or

17.1.2 the Buyer commits a material breach of any of its obligations under the Contract which is incapable of remedy; or

17.1.3 the Buyer commits a material breach of its obligations under the Contract which is capable of remedy and fails to remedy or persists in such breach after Seven days of having been required in writing to remedy or desist.

17.2 The parties acknowledge and agree that a court order shall not be required to give effect to any termination of the Contract in accordance with its terms and these Conditions.

18 DATA PROTECTION

18.1 Buyer and Hilti are separate and independent data controllers under applicable data protection laws, each responsible for their own compliance.

18.2. Buyer warrants the lawfulness of any personal data provided to Hilti (for user account management, repair & delivery management, invoicing etc.) and confirms appropriate rights and permissions have been obtained. Hilti may share data with its group companies and third-party service providers as necessary for the services. For details, please consult the privacy policy at <https://www.hilti.sa/content/hilti/META/SA/en/support/legal/index/privacy-policy.html>.

18.3. Where Buyer uses Hilti platforms (e.g. Hilti ON!Track, Hilti Online), usage and data processing on these platforms are governed by their respective terms.

19 INTELLECTUAL PROPERTY

19.1 Any intellectual property created by Hilti in the course of the performance of the Contract or otherwise in the design, manufacture, or supply of or otherwise in relation to the Goods or the provision of the Services shall remain the property of Hilti. Nothing in these Conditions shall be deemed to have given the Buyer a licence or any other right to use any of the intellectual property of Hilti.

19.2 All logos, trade names, or trademarks ('Marks') owned or used by Hilti in the course of its business are the property of Hilti. Hilti reserves all intellectual property rights in relation to the use of such Marks. The Buyer may not use, or permit the use of, such Marks or any similar Marks without the prior written permission of Hilti.

20 FORCE MAJEURE

20.1 Hilti shall not be in breach of the Contract or otherwise be liable for any failure or delay to deliver the Goods and/or supply the Services arising from circumstances outside Hilti's reasonable control including, but not limited to, acts of God, governmental actions or regulations, national emergency, acts of terrorism, protests, riot, civil commotion, strikes, lock-outs, other labour disputes (whether or not relating to either party's workforce), war, fire, explosion, flood, epidemic, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery, shortage or unavailability of raw materials from normal source of supply, or restraints or delays affecting carriers.

20.2 Should Hilti be prevented from delivering the Goods or supplying the Services in the circumstances at Condition 20.1, it shall be entitled to delay or cancel the supply of the Services or cancel delivery or to reduce the amount of the Goods delivered.

21 WAIVER

21.1 The waiver by Hilti of any right or the failure by Hilti 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.

22 SEVERABILITY

22.1 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 conditions shall be held to be invalid or shall not apply to this Contract, the other conditions shall continue in full force and effect.

23 ASSIGNMENT

23.1 The Buyer shall not assign, charge, sub-contract or in any way dispose of its rights or obligations under the Contract without the prior written consent of Hilti. Hilti may at any time subcontract, transfer, mortgage, charge, or deal with in any manner any or all of its rights and under the Contract to any third party.

24 NOTICES

24.1 Any notice required to be served under the Contract shall be served on Hilti at its registered offices or such other address as Hilti may from time to time notify to the Buyer and on the Buyer at the address notified to Hilti in its registration application by personal delivery, an internationally recognised courier service or by email. The Buyer is responsible for notifying Hilti in writing of any change of address, email address from those in the Buyer's registration application.

25 ENTIRE AGREEMENT

25.1 The Contract sets out the entire agreement and understanding between the Buyer and Hilti in connection with the sale of Goods and the provision of Services and shall supersede and replace all documentation previously issued by Hilti purporting to set out its terms and conditions of sale of Goods and/or Services. The Buyer acknowledges that the Contract has not been entered into wholly or partly in reliance on, nor has the Buyer been given any warranty, statement, promise, or representation by Hilti or on its behalf other than as expressly set out in the Contract. The Buyer agrees that the only rights or remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights, or remedies including any right to rescind the Contract which it might otherwise have had.

25.2 The Buyer has been informed of the content of the provisions of this document. All provisions herein are accepted by the Buyer.

26 EXPORT CONTROL REGULATIONS

26.1 If the delivery of Goods under a Contract is subject to the granting of an export or import license by a government or any governmental authority under any applicable law or regulation, or otherwise restricted or prohibited due to export or import control laws or regulations, Hilti may suspend its obligations and the Buyer's rights regarding such delivery under the Contract until such license is granted or for the duration of such restriction and/or prohibition, respectively, and Hilti may terminate the Contract, without incurring any liability towards the Buyer.

26.2 By accepting Hilti's offer, by entering into any Contract and/or by accepting any Goods from Hilti, the Buyer agrees that it will not deal with the Goods and/or documentation related thereto in violation of any applicable export or import control laws and regulations.

26.3 Buyer is obliged to provide Hilti, upon request, with all information and documents required to comply with export control regulations. If the Buyer provides Hilti products to a third party (including affiliates of the customer), the Buyer undertakes to comply with export control regulations. Hilti shall have the right to refuse performance of the Contract in the event of violations of this provision. Hilti shall be entitled to refuse acceptance of orders if such acceptance is made overly difficult or prohibited by export control regulations and/or customs regulations.

27 LAW & JURISDICTION

27.1 The Contract and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute regulation or otherwise) shall be governed by, and construed in accordance with the laws of the Kingdom of Saudi Arabia.

27.2 All disputes or claims arising out of or in relation to the Contract shall be subject to the exclusive jurisdiction of Saudi courts to which the parties irrevocably submit.

Authorization

Hilti representatives are not authorized to modify these terms and conditions.

Notes

Should you have any queries about the above terms and conditions, please contact Hilti customer service (800 120 0013).

These Terms & Conditions are also available online on <https://www.hilti.sa/content/hilti/META/SA/en/support/legal/index/terms-and-conditions.html>