

销售条款与条件 Terms and Conditions of Sale

1. 本销售条款与条件（以下简称“本条款”）适用于喜利得（中国）商贸有限公司及其分公司（以下简称“喜利得”）与其买方（以下简称“买方”）之间的所有业务关系。

The Terms and Conditions of Sale ('the Terms') shall apply to any and all business relationships between Hilti (China) Distribution Limited and its branches (hereinafter to be referred as "Hilti") and its buyers (hereinafter referred to as the "Buyer").

2. **订单：** 除非以书面形式另行约定，买方可通过喜利得中国官网、邮件、传真等方式向喜利得发出订单，喜利得有权自主决定是否接受订单。喜利得就订单作出承诺的，视为达成销售合同。

ORDERS: Unless agreed otherwise in writing, the Buyer may place orders to Hilti through Hilti China's official website or by mail, fax or other ways and any order shall be accepted entirely at the discretion of Hilti. It shall be deemed to conclude a sales contract once Hilti confirms an order.

3. **价格：** 原则上，产品价格以喜利得和买方达成的协议为准。若政策、法律、原材料、运输、人工等成本费用发生变化，喜利得有权适当调整价格，但会在调整前一个月内发出书面通知。买方同意并承诺，调价通知一经送达即刻生效，无条件遵照执行。

PRICE: In principle, the price of the goods is subject to the agreement between Hilti and the Buyer. In the event of changes in policy, law, raw materials, transportation, labor and other costs, Hilti is entitled to adjust the price of the goods as appropriate with a written notice within a month prior to the adjustment. The Buyer agrees that the notice shall be executed immediately and be implemented unconditionally upon the delivery of the notice.

4. **交货：** 所有产品的交货期限由喜利得根据接受订单时的实际库存状况在合理期限内安排发货。喜利得对交货期限做出的任何表述均为预估，喜利得保留变更交货日期的权利，并将提前通知买方。喜利得不因对产品迟延交货而造成的直接或间接损失负责。

DELIVERY: All goods shall be delivered by Hilti within a reasonable period of time according to the inventory level at the time of confirmation /acceptance of the order. Any statement made by Hilti on the delivery date is only an estimate, and Hilti reserves the right to change the delivery date by prior notification to the Buyer. Hilti shall not be liable for any direct or indirect losses resulting from any delay in the delivery of the goods.

5. 验收： ACCEPTANCE

5.1 买方应于收货时当场检验产品的外观瑕疵，如规格、型号、数量、包装、产品质保文件等，并在送货单上签章确认。如有异议应于送货单上明确注明，否则视为产品符合要求。

The Buyer shall inspect the appearance of the goods at the time of receipt, such as specifications, model, quantity, packaging, product warranty, etc., and confirm them by signature on the delivery note. Any objection shall be clearly marked on the delivery note, otherwise it shall be deemed that the goods meet the requirements.

5.2 经买方签收确认的送货单应妥善保管，喜利得可以协助但没有义务为买方提供送货签收记录。

The delivery note signed and confirmed by the Buyer shall be properly kept by the Buyer. Hilti can assist but has no obligation to provide the Buyer with delivery receipt records.

6. 付款： PAYMENT

6.1 双方以书面形式约定付款条件的，买方按约定向喜利得支付货款。双方未以书面形式另行约定的，喜利得收到全额货款后安排发货。

Where the payment conditions are agreed otherwise in writing by both parties, the Buyer shall make the payment according to the relevant agreement. Unless agreed otherwise in writing, Hilti shall arrange the delivery after receiving the full payment.

6.2 喜利得有权调整给予买方的付款条件。

Hilti is entitled to adjust the payment conditions given to the Buyer.

6.3 逾期付款 Overdue payment:

(1) 如买方不能按约付款，喜利得有权停止供货给买方，并且有权即时主张买

方尚欠喜利得的全部货款。

If the Buyer fails to make payment according to the agreement, Hilti has the right to cease the supply to the Buyer, and shall be entitled to immediately claim back all accounts payable by the Buyer to Hilti.

(2) 货款到期之日起，喜利得有权向买方收取逾期付款违约金。除非以书面形式另行约定，逾期付款违约金以所欠货款金额为基础，按每日万分之五标准计算。

Hilti has the right to charge the liquidated damages from the due day of the payment. Unless agreed otherwise in writing, the liquidated damages for late payment is calculate on the basis of the total amount owed for the goods, with rate of 0.05% per day.

(3) 在买方付清所有款项之前，喜利得保留该产品的所有权，但此约定不妨碍产品的风险在产品送达时转移。

Hilti retains ownership of the goods until the Buyer makes full payments, but the risk of the goods is still transferred when the goods are delivered.

(4) 因买方逾期付款导致喜利得提起诉讼的，因实现债权所发生的费用（包括但不限于律师费、诉讼费、公证费等）均由买方承担。

Where Hilti takes the legal action due to late payment of the Buyer, any costs incurred in connection with the claim (including but not limited to, attorney's fees, litigation costs, notary fees, etc.) shall be borne by the Buyer.

7. 售后服务 AFTER-SALES SERVICE

7.1 喜利得应根据合同向买方提供合理的技术和维护服务。

Hilti shall provide the reasonable technical and maintenance services to the Buyer in accordance with the contract.

7.2 如果喜利得需要在中国大陆范围内的买方场所或双方确认的施工场所提供售后服务，买方应：

If Hilti needs to perform the after-sales services at the Buyer's premises or the construction site as agreed by both parties within mainland China, the Buyer shall:

(1) 保证喜利得人员（包括雇员、代理人、分包商等）安全地、自由地出入相关场所；

Guarantee that Hilti's personnel (including employees, agents, subcontractors, etc.) shall have a safe and free access to the relevant premises;

(2) 确保已经取得喜利得提供服务所需的所有审批、许可或证照；

Ensure that all approvals, permissions, or licenses required for Hilti to provide the relevant services are in place;

(3) 提供足够的电力、照明、供暖以及提供服务所需的其他设施或用品；

Provide adequate power, lighting, heating and other such facilities or supplies required for such services;

(4) 在服务场所地附近提供服务所需材料的存放处；

Provide storage for the materials necessary for the service at nearby location;

(5) 明确排除提供服务的场所可能存在的一切健康和安全隐患；

Remove/eliminate all health and safety hazards that may exist at the location where services will be provided;

(6) 买方应对其场所发生的喜利得人员（包括雇员、代理人、分包商等）的人身伤亡及财产损失承担责任，但因喜利得（包括雇员、代理人、分包商等）的过失造成的损失除外。

The Buyer shall be liable for personal injury or death and property loss suffered by Hilti's personnel (including employees, agents, subcontractors, etc.) at the Buyer's premises except where such losses that arise from the negligence of Hilti (including employees, agents, subcontractors, etc.).

8. 保证 WARRANTIES

8.1 喜利得保证交付时产品不存在产品缺陷。“产品缺陷”是指产品不符合喜利得针对该产品公开的技术标准。对于喜利得提供的服务，“产品缺陷”是指喜利得未能履行双方协议约定范围的服务。

Hilti warrants that no Product Defects exist in the Goods as of the time of delivery. "Product Defects" means that the Goods fail to comply with Hilti's published technical standards for such Goods. In respect of the services provided by Hilti, "Product Defects" means Hilti's failure to perform the scope of services agreed upon by the parties pursuant to the relevant agreement.

(1) 就喜利得交付的产品（除以下第 8.1 (2) 项所示工具外）或服务而言，在产品送货或履行服务的日期起计 12 个月内，如客户证实且经喜利得确定在交

货时已存在产品缺陷或喜利得未按合同约定履行服务，喜利得有权自行选择 (a) 替换产品或重做该服务，及/或 (b) 退还还有缺陷的产品或服务的价值；In the case of the products supplied by Hilti (excluding the tools specified in Clause 8.1(2)) or the services provided thereby, if the Buyer establishes to Hilti's satisfaction within 12 months of the date of delivery of the goods or performance of the services that there is Product Defect (at delivery) or that the services are not performed in accordance with the Contract, then Hilti shall, at its option & sole discretion, (a) replace such goods or re-perform such services, and/or (b) refund the value of the defective goods or services (2) 就各项电动/测量/钻石切割工具而言，客户可按喜利得官网维修保修政策（见：[喜利得工具维修终身服务 - Hilti China](#)）享有维保服务。喜利得已向买方充分说明该政策的主要内容（包括但不限于免费维修范围和期限、维修时效承诺、除外情形、绿色通道服务等核心条款），买方确认已理解并同意遵守该政策。

In the case of power / measure / diamond tools, shall have the benefit of Hilti's repair service warranty as set out in Hilti website (See: [喜利得工具维修终身服务 - Hilti China](#)). Hilti has fully informed the Buyer of the main contents of this Policy (including but not limited to the scope and duration of free maintenance, commitment to maintenance turnaround time, excluded circumstances, green channel service and other core clauses). The Buyer confirms that it has understood and agrees to comply with this Policy.

(3) 在法律允许的最大可能下，除非喜利得特别以书面形式同意，喜利得谨此排除任何其他明示或暗示的保证。喜利得尤其不会保证产品适合客户的特定目的。

To the maximum extent possible under law, Hilti excludes any other express and implied warranties unless Hilti specifically agrees to in writing. In particular, Hilti does not warrant any fitness of the goods for Customer's purposes.

8.2 本销售条款与条件及喜利得提供的任何保证不适用于：

The Terms and any warranty provided by Hilti are not applicable to:

(1) 由于买方（及其雇员、代理人）的疏忽、过失、故意或违约行为引起的产品质量问题；

Quality problems arising from any negligence, fault, intention or default of the Buyer (as well as employees, agents);

(2) 由于买方未按照喜利得的技术规范及培训而使用、存放、安装、操作、维护、处理或修理产品引起的；

Arising from any utilization, storage, installation, operation, maintenance, handling or repair of the goods without compliance with Hilti's technical specifications or training;

(3) 由于与其他产品、产品或系统合并、变更、修改或转换引起的不兼容，或擅自使用其他配件、零件引起的；

Arising from non-compatibility caused by any incorporation, alteration, modification or conversion of the goods with any other goods, goods or system, or any use of other components or spare parts without Hilti's permission;

(4) 意外事故引发的质量问题；

Quality problems arising from an accident;

(5) 产品的合理损耗。

Reasonable wear and tear of the goods.

9. 维修

MAINTENANCE

9.1 喜利得机具产品可享受以下维修保养服务。请点击以下链接获取详细内容：[喜利得工具维修终身服务 - Hilti China](#)

The following maintenance services are available for Hilti tools products.

Please refer to the link for further information: [喜利得工具维修终身服务 - Hilti China](#)

10. 责任

LIABILITY

10.1 若经相关政府或司法部门作出决定，认定因喜利得产品质量问题或因喜利得故意或重大过失导致的人身伤亡损害的，喜利得在法律规定的范围内承担责任。

In the event that the relevant governments or judicial authorities make a decision and confirm that personal casualty is caused by: (a) the problem with the quality of Hilti's goods or (b) Hilti's intentional misconduct or gross negligence, Hilti shall bear responsibilities according to law.

除上述情形外，喜利得在本条款下或中国法律项下的责任总额不超过所涉产品的已付合同价款的百分之一百（100%）。在任何情况下，对于买方或第三方

的间接性或附带损失或损害，包括但不限于利润损失、营业额或收入损失、业务或商誉损失、数据损失、商机损失、替代产品或服务的损失、买方或第三方财产损失和任何拆卸或安装费用，喜利得概不承担责任。

Except as aforesaid, the total liability of Hilti under the Terms and Chinese laws shall in no event exceed one hundred percent (100%) of the contract price for the relevant goods that had been paid for by the Buyer. In no event shall Hilti be liable to the Buyer or a third party for indirect or incidental loss or damage, including but not limited to loss of profits, turnover, revenue, loss of business or goodwill, loss of data, loss of business opportunities, the costs of substitute goods or services, damage to Buyer's or third parties' assets and any dismantling or mounting costs.

10.2 因买方的疏忽、过失、故意或违约行为给喜利得造成的任何损失、费用、责任或者诉讼负担，均由买方承担赔偿责任。

The Buyer shall indemnify Hilti for any losses, expenses, liabilities or cost of litigation suffered by Hilti due to the negligence, fault, intention or default of the Buyer.

10.3 喜利得或其雇员、代理人、分包商等向买方提供的任何有关产品的装配或使用、产品与其他产品的合并或兼容性等建议可能带来的风险全部由买方自行承担。买方须自行判断决策，必要时可就以下事项寻求专家意见：

Any advice given by Hilti or its employees or agents or subcontractors to the Buyer as to the fitting or use of the goods, 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. The Buyer must rely on its own judgment and if necessary, seek expert advice in relation to the following:

(1) 产品预期用途的适用性和兼容性；

The suitability and compatibility of the goods for the intended use;

(2) 买方及其雇员所需的培训；

The training necessary for the Buyer and its employees;

(3) 产品持续维护需达到的水平；

The required level of ongoing maintenance for the goods;

(4) 产品的使用场所是否足够。

The adequacy of the premises in which the goods are to be used.

11. 知识产权

INTELLECTUAL PROPERTY

11.1 在履行销售合同期间设计、制造、提供与产品或服务相关的任何知识产权为喜利得及其关联方所有。本条款中的任何条款均不得视为已向买方提供许可证或授权买方使用喜利得及其关联方的知识产权。

Any intellectual property created by Hilti in the course of the performance of the sales 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 and its affiliates. Nothing in the Terms shall be deemed to have given the Buyer a license or any other right to use any of the intellectual property of Hilti and its affiliates.

11.2 喜利得拥有或使用的所有标识，商号或商标（“标志”）均为喜利得所有，未经喜利得事先书面许可，买方不得使用。

All logos, trade name or trademarks ('Marks') owned or used by Hilti are the property of Hilti. The Buyer may not use such Marks or any similar Marks without the prior written permission of Hilti.

11.3 除喜利得产品本身侵犯第三方知识产权外，任何喜利得提供的产品在使用过程中因侵犯知识产权导致的损害，喜利得概不负责。

Hilti is not liable for any damage caused by the infringement of intellectual property rights in the course of using its goods, except that the goods itself infringe a third party's intellectual property right.

12. 不可抗力

FORCE MAJEURE

12.1 由喜利得合理控制之外的原因而导致的履约失败或延误，喜利得不承担责任。包括但不限于政府行为、国家紧急情况、恐怖主义行为、抗议活动、骚乱、内乱、罢工、其他劳资纠纷（无论是否涉及任何一方的劳动力）、事故、战争、火灾、爆炸、洪水、流行病、制造厂的电力减少或不可用、工厂或机械故障、原始供应不足或不可用。

Hilti shall not be liable for any failure or delay to perform the sales contract arising from circumstances outside Hilti's reasonable control. Including, but not limited to, governmental actions, national emergency, acts of terrorism, protests, riot, civil commotion, lock-outs, strikes, other labor disputes (whether or not relating to either party's workforce), accidents, 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.

12.2 喜利得如果在第 12.1 条的情况下不能交付产品或提供服务，则有权延迟或取消提供服务，延迟或取消交货，或减少交货数量。
Should Hilti be prevented from delivering the goods or supplying the services as a result of the circumstances set out in Clause 12.1, it shall be entitled to delay or cancel the supply of the services, delay or cancel delivery or to reduce the amount of the goods to be delivered.

13. 终止:

TERMINATION

13.1 买方行为构成实质性违约且无法补救的，喜利得有权以书面形式通知买方解除合同并不承担任何责任。

If the Buyer commits a material breach of its obligations hereunder which is incapable of remedy, Hilti shall be entitled to terminate the sales contract by written notice to the Buyer without any liability.

13.2 买方破产或即将破产，或已提交破产申请书，喜利得有权立即终止合同，并不承担任何责任。

If the Buyer becomes bankrupt, or initiates proceedings to become bankrupt, or has issued a bankruptcy petition issued against him, Hilti has the right to immediately terminate the contract without any liability.

14. 出口管制

EXPORT CONTROL

14.1 买方有义务应要求向喜利得提供遵守出口管制规定所需的所有信息和文件。若买方将喜利得产品提供给第三方（包括买方的关联公司），则买方承诺遵守出口管制规定。如果买方违反本约定，喜利得有权拒绝履行合同。

The Buyer shall provide Hilti, upon request, with all information and documents required to comply with export control regulations. If the Buyer provides Hilti's goods to third party (including affiliates of the Buyer), the Buyer undertakes to comply with export control regulations. Hilti has the right to refuse performance of the contract in the event of violations of this provision.

14.2 若出口管制条例和/或海关条例使接受订单过于困难或禁止接受订单，则喜利得有权拒绝接受订单或继续履行合同/已接受的订单。

Hilti shall be entitled to refuse to accept any orders or refuse to perform the contract or any accepted orders, if such acceptance/performance is made difficult or prohibited by export control regulations and/or customs regulations.

15. 适用法律与管辖

GOVERNING LAW AND JURISDICTION

15.1 本销售条款与条件的效力、解释和执行及本协议的未尽事宜适用中华人民共和国现行法律法规，若现行法律法规对本协议具体事宜没有作出规定，则适用一般国际商业惯例。

The validity, interpretation and implementation of the Terms and any unaccomplished issue shall be governed by laws and regulations of the People's Republic of China, and any specific matter not addressed in existing laws and regulations shall be governed by common international commercial practices.

15.2 因履行本销售条款与条件所产生的或与本协议有关的争议，若无法协商解决，任何一方有权提交喜利得（中国）商贸有限公司所在地上海市浦东新区人民法院解决。

Any dispute arising from the performance of or relating to the Terms shall be settled by negotiation, if failed, either Party may bring a lawsuit to the People's Court of Pudong New Area, Shanghai, where Hilti (China) Distribution Limited is located.

16. 授权: 喜利得代表不得擅自更改上述条款及细则，与买方签订超出以上内容文件。

AUTHORIZATION: Hilti's representatives shall not change the above terms and conditions without Hilti's permission, or sign documents with the Buyer beyond the above contents.

17. 备注: 如本协议中英文表述不一致，以中文版本为准。若对上述条款及细则有任何问题，请致电买方服务热线或致电各喜利得营业代表查询。

NOTE: If there is any inconsistency between the English and Chinese versions of the Terms, the Chinese version shall prevail. Should you have any query about the above terms and conditions, please call the Buyer's service hotline or call the Hilti's sales representatives for inquiry.