

销售条款

The Terms and Conditions of Sale

1. 本销售条款适用于喜利得（中国）商贸有限公司及其分公司（以下简称“喜利得”）订立的所有销售合同。

The Terms and Conditions of Sale ('the Terms') shall apply to any and all of the sales contracts signed by Hilti (China) Distribution Limited and its branches (hereinafter to be referred as "Hilti").

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's Chinese 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 make a commitment to the order.

3. 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。对于因产品迟延交货而造成的直接或间接损失，喜利得（即使存在过失）概不负责。

Delivery: The goods shall be delivered within a reasonable period of time by Hilti basing on the actual inventory status at the time of acceptance of the order. Any statement made by Hilti on the delivery date is estimated, and Hilti reserves the right to change the delivery date with a prior notice to the Buyer. Hilti shall not be liable for any direct or indirect loss resulting from any delay in the delivery of the goods (even if caused by Hilti's negligence).

4. 货物验收：

Acceptance of Goods:

- 4.1 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，否则视为货物符合要求。

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.

4.2 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.

5. 售后服务

After-sales Service

5.1 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 technique and maintenance services to the Buyer in accordance with the sales contract.

5.2 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服务，买方应：

If Hilti needs to perform the services at the Buyer's premises or the construction site confirmed 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.) have a safe and free access to the relevant places;

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 providing 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 providing 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 required for providing service nearby where the

services are provided;

- 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；

Clearly exclude all health and safety hazards that may exist in the place where the services are provided;

- 6) 买方应对在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 casualty and property loss suffered by Hilti's personnel (including employees, agents, subcontractors, etc.) at the Buyer's premises except such losses resulting from the negligence of Hilti(including employees, agents, subcontractors, etc.).

6. 保证

Warranties

- 6.1 喜利得保证其产品现有的科技水平、技术及制造条件下没有任何原材料及生产工序上的缺陷。喜利得的产品保修责任仅限于维修。喜利得不对任何意外或人为引发的损毁损失负责。（喜利得产品的保修条件及条款，详见保修卡）

Hilti guarantees that there is no defect in the raw materials and production processes of the goods under the existing level of technology, skills and manufacturing conditions. The warranty of Hilti is limited to maintenance. Hilti is not liable for any damage or loss arising from accidents or human causes. (For warranty conditions and terms of Hilti's goods, please refer to the warranty card.)

- 6.2 喜利得为产品提供技术指南、操作手册、安装规范、施工方式等（统称“技术规范”），以确保所有产品的仓储、使用和安装与喜利得现行有效的规定相一致。

Hilti provides technical guides, operating manuals, installation specifications, construction methods for goods (collectively referred to "Technical Specifications") to ensure that the warehousing, utilization and installation of all goods are consistent with the existing and valid rules of Hilti.

- 6.3 在产品发货或提供服务之日起 12 个月内，如果经喜利得确定，产品的材料或工艺有缺陷，或产品、服务不符合合同约定，喜利得可以视情况决定维修、替换或重做。

If the Buyer establishes to Hilti's confirmation within 12 months of the date of

delivery of the goods or performance of the services that there is a defect in the materials or workmanship of the goods or the goods or services are supplied not in accordance with the contract then Hilti shall at its option, at its sole discretion to repair or replace such goods or re-perform such services.

6.4 本销售条款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) 由于与其他货物、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, product 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.

7. 维修

Maintenance

7.1 买方同意承担人民币二百元以下的维修费而无须预先报价。对于超过此限额的维修费，喜利得将会预先做出报价给予买方确认。

The Buyer shall agree to pay a maintenance fee of RMB200 or less without prior quotation. For maintenance fees exceeding RMB200, Hilti will make a prior quotation to the Buyer for confirmation.

7.2 喜利得对于工具修理部分提供为期一个月的保修。对于已修复的工具，在通知买方两周后尚未领取的，喜利得将保留对此工具的最终处理权。

Hilti shall provide one-month warranty for tool repair. For the repaired tool, not being collected after two weeks from notifying the buyer, Hilti will reserve the final discretion on the tool.

8. 责任

Liability

8.1 若经相关政府或司法部门作出决定，认定喜利得产品质量问题或因喜利得疏忽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。If the relevant governments or judicial departments make a decision and confirm that personal casualty is caused by the quality problems of the goods or Hilti's negligence, Hilti shall bear responsibilities within the limits prescribed by law.

8.2 除第 9.1 条规定的情形外，喜利得在合同项下的损害赔偿责任以买方支付的百分之一百（100%）合同价款为限。下述任何损失喜利得在任何情况下无需承担责任：

Except the circumstances specified in Article 9.1, the liability of Hilti under the contract shall in no event exceed one hundred percent (100%) of the contract price paid by the Buyer. Hilti shall not be liable for any following loss under any circumstance:

a) 直接或间接的经济损失，包括但不限于预期利润损失、实际利润损失，营业额或收入亏损；

Any economic loss of whatever nature (direct or indirect), including without limitation loss of anticipated profits, loss of actual profits, loss of turnover or revenue;

b) 间接产生的任何后果，包括但不限于业务损失、商机损失、数据损失或商誉损失等。

Any indirect consequence, including but not limited to loss of business, loss of business opportunity, loss of data, depletion of goodwill or otherwise.

8.3 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 in respect of any loss, expense, liability or litigation burden suffered by Hilti due to the negligence, fault, intention or default of the Buyer shall be borne by the Buyer.

8.4 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.

9. 知识产权

Intellectual Property

9.1 在履行合同期间设计、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 related parties. Nothing in these conditions hereof 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 related parties.

- 9.2 喜利得在其业务过程中拥有或使用的所有标识，产品名称或商标（“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 in the course of its business are the property of Hilti. The Buyer may not use such Marks or any similar Marks without the prior written permission of Hilti.

- 9.3 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 infringes a third party's intellectual property rights.

10. 不可抗力

Force Majeure

- 10.1 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.

- 10.2 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 in the circumstances at condition 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 delivered.

11. 合同终止:

Termination of the Contract

11.1 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 under the sales contract which is incapable of remedy, Hilti has the right to terminate the sales contract by noticing writing to the Buyer without any liability.

11.2 买方破产或即将破产, 或已发出破产申请书, 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.

12. 适用法律与争议解决

Applicable Law and Dispute Resolution

12.1 本销售条款的效力、解释和执行及本协议的未尽事宜适用中国现行法律法规, 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 execution of the Terms and any unaccomplished issue shall be governed by Chinese existing laws and regulations, and any specific matter not addressed in existing laws and regulations shall be governed by common international commercial practices.

12.2 因履行本销售条款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所在地人民法院解决。若争议涉及两个以上喜利得主体, 可以向其中一个所在地的人民法院起诉。

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 where Hilti is located. If the dispute refers to two or more Hilti entities, either party may bring the lawsuit to the People's Court where any one of Hilti entities is located.

13. 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的文件。

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.

14. 备注: 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: 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.