

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 official 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 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。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: 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 (even if caused by Hilti's negligence).

5. 货物验收:

Acceptance of Goods:

5.1 买方应于收货时当场验明产品的外观瑕疵, 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.

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 the right 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 calculated on the basis of the total amount owed for the goods, with rate of 0.5% per day.

3) 在买方付清所有款项之前, 喜利得保留该货物的所有权, 但此约定不妨碍货物的风险在货物送达时转移。

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, the attorney fee shall be taken 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 these terms and conditions of sales.

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现场提供服务, 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 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 喜利得保证交付时商品不存在商品缺陷。“商品缺陷”是指任何商品中存在的或生产缺陷, 其缺陷必须: (a) 导致商品不符合喜利得针对该商品公开的技术标准, 及 (b) 对商品的结构性功能有重大不良影响。对于喜利得提供的服务, “商品缺陷”是指喜利得未能履行双方协议约定范围的服务。

Hilti warrants that, at delivery, there are no Product Defects that exist in the Goods. “Product Defects” means any quality or manufacturing defects in the Goods where such defects will: (a) result in the Goods not meeting Hilti's published technical specifications in relation to such Goods, and (b) have a substantial adverse effect on the Goods' structural performance. And in the case of services provided by Hilti, “Product Defects” means the failure by Hilti to perform the agreed scope of services.

1) 就各项服务、紧固保护及工具配件而言, 在商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商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) 替换商品或重做该服务, 及 (b) 退还尚有缺陷的产品或服务的价值

In the case of services, fastening & protection products and power tool accessories, if Customer establishes to Hilti's satisfaction within 12 months of the date of delivery of the product 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 product 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享有维保服务。

In the case of power / measure / diamond tools, shall have the benefit of Hilti's repair service warranty as set out in Hilti website.

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商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.

9. 维修

Maintenance

9.1 买方同意承担人民币五百元 (不含税费) 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, 客户应在快递交付机具时完成支付。

The Buyer shall agree to pay a maintenance fee of RMB500 (excluding tax) or less without prior quotation. For maintenance fees exceeding RMB500, Hilti will make a prior quotation to the Buyer for confirmation, the buyer should complete the payment before tool delivered by express.

9.2 喜利得对于工具修理部分提供三个月的保修期。如果买方未按约支付维修款项, 则喜利得有权留置该机具, 同时取消该机具的 3 个月保修期。对于有未支付维修费的机具, 喜利得有权拒绝提供维修服务。

Hilti shall provide three-month warranty for tool repair. For the repaired tool, customer should complete the payment when the tool delivered to customer by express. If customer refuse to pay, Hilti will reserve the final discretion on the tool and cancel the three-month warranty. Hilti also have the right to refuse maintenance services for the tools with unpaid maintenance fee.

9.3 喜利得产品的维修遵循官网上的《喜利得工具维修服务规定》, 请打开如下链接获取详细内容:

<https://www.hilti.cn/content/dam/documents/pdf/a1/china/%E5%96%9C%E5%88%A9%E5%BE%97%E5%B7%A5%E5%85%B7%E7%BB%B4%E4%BF%AE%E6%9D%A1%E6%AC%BE.pdf>

Hilti product maintenance shall comply with “Repair Term & Conditions”, please refer to the link for further information :

<https://www.hilti.cn/content/dam/documents/pdf/a1/china/%E5%96%9C%E5%88%A9%E5%BE%97%E5%B7%A5%E5%85%B7%E7%BB%B4%E4%BF%AE%E6%9D%A1%E6%AC%BE.pdf>

10. 责任

Liability

10.1 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 authorities make a decision and confirm that personal casualty is caused by: (a) the quality problems of the Hilti's goods or (b) Hilti's negligence, Hilti shall bear responsibilities according to law.

10.2 除第 9.1 条规定的情形外, 喜利得在合同项下的总损害赔偿以买方支付的相关问题产品金额的百分之一百 (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 for the relevant defective products that had been paid for 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.

10.3 因买方的疏忽、过失、故意或违约行为给喜利得造成的任何财产损失、责任或诉讼负担，均由买方承担赔偿责任。

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

10.4 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.

11. 知识产权

Intellectual Property

11.1 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或默许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.

11.2 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.

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 infringes a third party's intellectual property rights.

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 11.1 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 11.1, 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. 合同终止：

Termination of the Contract

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

13.2 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.

14. 适用法律与争议解决

Applicable Law and Dispute Resolution

14.1 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.

14.2 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.

15. 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.

16. 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: The Chinese Language Version of this agreement shall be authentic version and shall prevail in case of conflict with English version. 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.