



U.S. CONSUMABLES TERMS AND CONDITIONS OF SALE

Welcome to the Hilti consumables management program (“Consumables Management”) Terms of Use (the “Terms of Use”). Consumables Management is provided by Hilti, Inc. in the United States and Hilti (Canada) Corporation in Canada (“Hilti”). Your participation in Consumables Management is governed by these Terms of Use, as well as the Hilti Terms and Conditions of Sale (in the event of any conflict between these Terms of Use and the Hilti Terms and Conditions of Sale, these Terms of Use shall control). Please read these Terms of Use carefully, because they constitute a legal agreement between you and Hilti. By registering for Consumables Management, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use. Hilti reserves the right to change these Terms of Use. You should check these Terms of Use periodically - by using Consumables Management after we post changes to these Terms of Use, you agree to accept those changes, whether or not you actually reviewed them. These Terms of Use were last updated on July 30, 2021.

ELIGIBILITY

Your Consumables Management is personal to the Hilti ON!Track account for which you register, and you may not assign or transfer your Consumables Management registration, or any of its benefits, to any third party without Hilti’s authorization. If any problems arise with your Consumables Management account, you will be notified through your email address provided with your ON!Track registration.

If an item is no longer available, or no longer eligible for Consumables Management, we will automatically suspend your subscription for that item and no additional orders with that subscription will be placed. If you choose to replace or remove the item, you will need to contact the ON!Track Support Center. Hilti will contact you to replace the item number in your Consumables Management profile with an appropriate substitute, if available, in the event an item number becomes obsolete.

An active ON!Track subscription is required for participation in the Consumables Management service.

HOW IT WORKS

Upon enrollment in the Consumables Management service, a Hilti Solutions Selling Specialist or Customer Service representative will assist you in setting up the following information required for the service:

- Item number(s) of products to be tracked and replenished using Consumables Management
- Minimum quantities of such item number(s)
- Desired stock level / Max of such item number(s)
- Frequency of replenishment (daily, weekly, monthly) and day of week to place order of such item number(s)
- Which date the Consumables Management should end for such item number(s)
- Shipping location for replenishment orders of such item number(s)
- PO Number for replenishment orders of such item number(s)



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ON!Track will maintain a record of quantities of the Consumables Management eligible item number(s). When such quantities in your stock are below your established minimum quantity, Consumables Management will generate an order for the quantity of such items to reach your desired stock levels, and those items will ship to you in accordance with Hilti's standard processes. Shipping costs are in accordance with your account's agreement with Hilti (either standard shipping charges or using your benefits under the Hilti SMART Logistics Subscription program, if you are enrolled).

Consumables Management uses information from your ON!Track subscription to track the quantities of Consumables Management items in your inventory and relies on the accuracy of user-generated inputs to properly calculate current stock levels of Consumables Management items. To the extent you do not accurately track such Consumables Management items (by properly scanning out items as they are used), Consumables Management cannot provide accurate stocking levels. Hilti makes no representation that Consumables Management will guarantee or ensure stocking levels suitable to your needs. Hilti expressly disclaims any liability, under contract, tort or any other theory, for damages arising out of or related to inadequate stocking levels of Consumables Management items, even in the event caused in whole or in part by the negligence of Hilti.

In the event you require a purchase order number for purchases, you will need to provide a "blanket" purchase order for processing Consumables Management orders. Where such a blanket purchase is not feasible, you will be subject to a "quote and approve" process whereby Hilti will submit a quotation via email for the Consumables Management items, and those items will not ship until you have approved such quote and provided any necessary documentation for the order (e.g., purchase order).

PAYMENTS

You will be invoiced for any orders placed under the Consumables Management program in accordance with Hilti's standard invoicing processes. Payment terms are in accordance with Hilti's standard terms and conditions of sale.

CHANGES, CANCELATION AND RENEWAL OF SUBSCRIPTION

You can change or cancel your Consumables Management registration any time before the current order has shipped by contacting Hilti Customer Service or ON!Track support. Your Consumables Management selections will remain in effect until they are canceled or modified. To prevent additional shipments of an Consumables Management order, you must cancel or change your Consumables Management selections within 24 hours before the next order is shipped. You will only be charged for orders that have already processed for delivery.

ELIGIBLE ITEMS

Consumables Management is limited to Hilti items, such as Hilti power tools inserts and Hilti consumables products.

TERMINATION POLICY Hilti may, in its sole discretion, terminate or suspend your subscription, for any reason, including, without limitation, breach of these Terms of Use. In the event that you are not satisfied with the Consumables Management service provided by Hilti, your sole remedy is to terminate your use of Consumables Management. If we choose to do so, you will only be charged for orders that have been shipped to you.