



Terms and Conditions for Hilti Smart Logistics Subscription Service

These terms and conditions govern the provision of the Hilti Smart Logistics Subscription Service (“**Service**”) by Hilti, Inc. for sales and deliveries in the United States, respectively (“**Hilti**”) to Customer, and to the extent not in conflict with the terms stated herein, incorporate the respective Hilti Terms and Conditions of Sale, and the Service description and terms in the Hilti Logistics Services Catalogue, available under www.hilti.com (US), (together the “**Hilti Smart Logistics Subscription Terms**”).

1. Hilti Smart Packages and Fees

By ordering one of the Subscription Packages, Customer enters into a subscription agreement incorporating the **Hilti Smart Logistics Subscription Terms** (“**Subscription Agreement**”) for the logistics services included in the respective Subscription Packages at the indicated fee (USD in U.S.) plus tax (“**Subscription Fee**”).

For the U.S. Service, the customer shall elect either a one-month United States Package option or an annual United States Package option. The Subscription Fee is payable monthly or yearly within 30 days after receiving the respective monthly or yearly invoice from Hilti.

The Subscription Fee is payable for the duration of the Subscription Agreement, irrespective of whether Customer orders any of the logistics services included in the respective Subscription Package. Customers may upgrade or downgrade their Subscription Package to another Subscription Package during the term of the Subscription Agreement by contacting Hilti Customer Service. Hilti will send Customer notification upon any respective change and the change will become effective as of the next invoice cycle.

Hilti reserves the right to accept or refuse membership in our discretion.

2. Hilti Smart Packages for the United States

	STARTER \$50 per month	STANDARD \$100 per month	PREMIUM \$250 per month	ULTIMATE \$500 per month
	Save more with an Annual Subscription			
	\$500 per year	\$1,000 per year	\$2,500 per year	\$5,000 per year
Saver 2–4 business days±	✓	✓	✓	✓
UPS Pick Up Locations	✓	✓	✓	✓
Standard 1–3 business days±		✓	✓	✓
Jobsite Courier based on service and product availability			✓	✓
Jobsite Same Day based on service and product availability				✓



3. Limitations of Service

The Service is subject to certain geographic, inventory, product specific, backorder, capacity, and other limitations. These are described in the Hilti Logistics Services Catalogue. Service also excludes large quantity orders and deliveries requiring special handling or equipment – Customer will be informed whether this exclusion applies at time of order placement. The available Service is subject to change without advance notice to Customer, at the sole discretion of Hilti. Customer shall only use the Service for delivery of products intended for its own use.

4. Term of Hilti Smart Subscription Agreement and Cancellation

- 4.1 The **Hilti Smart Subscription Agreement** becomes effective upon Customer ordering a Hilti Smart Subscription Package and Hilti confirming the order and shall remain in effect until it is terminated in accordance with clause 4.2 or 4.3.
- 4.2 Hilti may terminate the Subscription Agreement with one-month prior notice period at the end of each month by informing Customer by e-mail. If termination of a twelve-month Subscription Agreement is effective prior to the end of the twelve-month period, Hilti shall reimburse Customer one-twelfth of the Subscription Fee for each cancelled month. The e-mail address provided by Customer upon entering the Subscription Agreement is assumed accurate, unless Customer has informed Hilti Customer Service of an address change and received confirmation of the change having been implemented.

Customer may terminate the Hilti Smart Subscription Agreement at any time by giving notice to Hilti Customer Service. Hilti will send Customer an e-mail confirmation of termination and the termination will become effective as of the next invoice cycle after the receipt of the termination confirmation. No portion of a paid Subscription Fee is refundable.

Customer may upgrade or downgrade their Hilti Smart Subscription Tier at any time by giving notice to Hilti Customer Service. The Customer will be liable for any additional cost associated with an upgrade; Hilti will reimburse one-twelfth of the Subscription Fee for each month unused if the Customer chooses to downgrade an annual package purchase.

Customer must have a valid Hilti credit account to utilize the Hilti Smart Program. Customers who choose to pay with cash must commit to purchase the annual Hilti Smart Subscription program through the Hilti EZ Pay system.

- 4.3 The Subscription Agreement may be terminated with immediate effect by Hilti at any time in the event of any of the following:
- i. Customer breaches a material term of this Agreement and fails to remedy such breach within 30 days of its notification by Hilti. Failure to make timely payments is considered a material breach; or
 - ii. Customer becomes insolvent or bankrupt, seeks deferred payment authorization, goes into liquidation, has an administrator, administrative receiver or receiver appointed, makes a voluntary arrangement with its creditors, or proceedings are brought by a creditor in respect of any of the foregoing; or
 - iii. The present ownership conditions of the Customer changes significantly; or control over the Customer, or a significant part of its shareholding interests, passes to other natural or legal persons and Hilti cannot be reasonably expected to accept this change.
 - iv. Program abuse has been identified or undue burden is being placed on capacities rendering impact to the service of other customers via that mode. Program abuse includes, but is not limited to, using the Subscription Package to ship to, or on behalf of, entities who are not subscribed to the program.

5. Change of Hilti Smart Logistics Subscription Terms

- 5.1 Hilti reserves the right to modify the terms and conditions of this Subscription Agreement and/or the individual Subscription Packages at any time. The modified terms and conditions of this Subscription Agreement and/or the individual Subscription Packages will be disclosed to the Customer in writing and shall be deemed accepted by the Customer if a subsequent Subscription Fee is paid.



6. Limitation of Liability

Indicated delivery times are only typical delivery times and Hilti does not guarantee or assume any liability for not meeting indicated delivery times. Delivery quantities are subject to availability.

7. Contact Details Hilti Customer Service

The Customer can elect to sign up for the service on the Hilti website or by contacting US Hilti Customer Service at 1 (800) 879-800. The Customer can modify their selected service or cancel their US service by contacting US Hilti Customer Service at 1 (800) 879-8000.

8. Additional provisions

- 8.1 Hilti is entitled to adjust the Hilti Smart Subscription Fee according to the applicable local OECD Consumer Price Index which is linked to the local consumer price index to reflect the respective inflation. Such revisions may be made by Hilti at any time if the respective index exceeds 4% within any 12-month period.
- 8.2 Where provisions of this Subscription Agreement now or later become invalid, this shall not affect the validity of the remainder of this Subscription Agreement. The parties shall replace such provisions immediately by other legally valid provisions, the content and effect of which shall be consistent with the intent of the invalid provision.
- 8.3 A party may not assign its rights and/or transfer its obligations under this Subscription Agreement to a third party without the other's party prior written consent. Notwithstanding the foregoing, Hilti will use third parties to effectuate delivery, and shall at any time have the right, without any consent of the other party, to assign any receivables arising under this Subscription Agreement and all security and ancillary rights relating hereto to any third party.
- 8.4 Only Parties to this Subscription Agreement shall possess rights and liabilities under this Agreement. Neither Party shall be liable to the other in respect of third-party claims made against the other party to this Subscription Agreement.
- 8.5 Customer is not entitled to offset possible own claims against claims of Hilti or of third parties to whom Hilti has assigned its rights and/or transferred its obligations under this Subscription Agreement.