

Terms and Conditions

TERMS AND CONDITIONS OF SALE

These are the entire Terms and Conditions of Sale of all goods merchandise and services ("the Goods") supplied by HILTI (Thailand) Ltd. hereafter referred to as "HILTI" to any person, firm or company placing an order with HILTI for the purchase of any Goods ("the Customer"). Except as otherwise expressly agreed upon in writing between a duly authorized officer of HILTI and the Customer, these Terms and Conditions shall apply notwithstanding any provisions to the contrary which may appear on any order form or other document issued by any Customer.

1 GENERAL

All orders placed with HILTI shall only be accepted subject to these Terms and Conditions, subject to any changes as may be agreed to in writing between HILTI and Customer. HILTI may at any time, and from time to time alter these Terms and Conditions of Sale and such altered Terms and Conditions of Sale shall apply after notification by HILTI to the Customer.

2 PRICES

Prices are those stated by HILTI in the order prepared by HILTI and shall be subject to VAT (value added tax), and unless otherwise noted by HILTI are based on purchasing all items in the order – pricing for individual products may vary for purchases of different quantities or item combinations. HILTI does not maintain most favored customer records, makes no representation with respect to same, and rejects any price warranty terms proposed by Customer. HILTI's published price list is subject to change without notice.

3 TERMS OF PAYMENT

3.1 The Customer shall make payments of all amounts payable within the payment term stated on the invoice. If the payment term is not stated in the invoice, then payment must be made within 30 days from Customer's receipt of the invoice. If the Customer fails to make payment in accordance with this clause, all amounts owing by the Customer to HILTI shall immediately become due and payable. The Customer shall not be entitled to withhold payment of any account by reason of any account query, dispute or set off.

3.2 If the Goods are delivered in installments, HILTI shall be entitled to invoice each installment as and when delivery thereof has been made and payment shall be due as provided in each invoice.

3.3 If the Customer breaches these Terms and Conditions, HILTI shall be entitled to charge an interest charge at the rate of one point seven five per centum (1.75%) per month on a cumulative basis on all overdue amounts (including late payment charges and amounts other than the price) calculated on a day to day basis on any monies due but unpaid, such interest charge to be computed from the due date for payment AND the Customer agree that such interest charge is not a penalty but is a true measure of damages incurred by HILTI. Payments received from the Customer will be credited first against any interest charge and all such fees shall be payable on demand.

4 DELIVERY

4.1 Deliveries with a shipment value at or above 2000 Thai Baht shall be made through HILTI's designated mode. Deliveries with a shipment value below 2000 baht and special shipment requests directed by the Customer shall be made at Customer's expenses.

4.2 Any date or time quoted for delivery is an estimate only and HILTI shall endeavor to effect delivery at the time or times required by the Customer but failure to do so shall not confer any right of cancellation or refusal of delivery on the Customer or render HILTI liable for any loss or damages directly or indirectly sustained by the Customer as a result thereof.

4.3 Subject to clause 4.1, HILTI's obligation to deliver shall be discharged on arrival of the Goods at the Customer's nominated delivery destination, unless HILTI transport company, nominated agent or the address appearing on the invoice. Particulars appearing on HILTI's delivery docket and any substantiating driver's dockets shall constitute prima facie evidence of date, time and place of delivery, whether or not the documents were signed.

4.4 Any request for proof of delivery must be made upon receipt of the Goods by the Customer.

4.5 If for any reason the Customer is unable to accept delivery of the Goods at the time when the Goods have been notified as ready for delivery, HILTI may at its sole discretion refuse the Goods at the risk of the Customer and take all reasonable steps to safeguard and insure them at the cost of the Customer, provided that the Customer shall be immediately informed thereof.

4.6 HILTI shall have the right to make delivery by installments of such quantities of the Goods as at such intervals as it may decide. Any defect in any installment shall not serve as grounds for cancellation of the remainder of the installments and the Customer shall be bound to accept further deliveries thereof.

5 INSPECTION

The Customer shall examine the Goods immediately after delivery and HILTI shall not be liable for any incorrect delivery, shortage, defect or damage, unless HILTI receives details in writing within seven (7) days of the date of delivery of the Goods. HILTI and the Customer agree that failure to notify by the Customer will be deemed to be acceptance of the Goods as satisfactory and the Customer will have no further claim on HILTI except as provided in clause 8.

6 RETURNS

HILTI must be notified of all returns within 30 days from delivery for non dated materials and within 7 days for dated materials (Dated Materials = Products containing chemical components with specific expiration dates visible on each product). The Goods must be identified under HILTI's internal policies as a type of product acceptable for return. Any special Goods designated as nonreturnable by HILTI and specified as such on the order, such as discontinued items, obsolete items, demonstration tool sales, special good orders and large volume orders shall not be accepted for return.

Goods must be in saleable condition to qualify for return. Saleable condition is defined as those unused items in original packaging and in unbroken quantities and in as-new condition. Goods shall only be accepted for return with the prior written approval of a duly authorized representative of HILTI and are subject to HILTI's inspection and acceptance. Any returned Goods must be accompanied with the relevant invoice numbers. HILTI reserves the right to impose a fine of no more than 1,000 Thai Baht as determined by HILTI in connection with any return.

7 PROPERTY AND RISK

7.1 The risk in the Goods shall pass to the Customer upon delivery to the Customer, his agent, carrier or transport company nominated by the Customer in accordance with Clause 4.

7.2 The Customer acknowledges that it is in possession of the Goods solely as a bailee for HILTI until payment as defined in clause 3 has been made in full to HILTI and until such payment:

- The Customer shall be fully responsible for any loss or damage to the Goods whatsoever and howsoever caused following delivery;
- The Customer shall store the Goods separately from its own goods and those of any other party and in a manner which clearly identifies the Goods, whether as separate chattels or as components, as the property of HILTI;
- The Customer shall maintain records of Goods owned by HILTI identifying them as HILTI's property, of the persons to whom the Goods are sold or disposed to and of the payments made by such persons for such Goods. The Customer shall allow HILTI to inspect these records and the Goods themselves on request.

7.3 The Customer hereby irrevocably grants to HILTI, its agents and servants, an unrestricted right and license, without notice to enter premises occupied by the Customer to identify and remove any of the Goods the property of HILTI in accordance with the Terms and Conditions of Sale without in any way being liable to the Customer or any person claiming through the Customer. HILTI shall have the right to store or dispose of any such Goods removed or otherwise in its sole discretion and shall not be liable for any loss occasioned thereby.

7.4 The Customer shall be at liberty to agree to sell the Goods (independently or affixed to other materials) subject to the condition that until payment has been made in accordance with clause 3, the Customer shall sell as an agent and bailee for HILTI and that the entire proceeds from the sale thereof shall be held in a separate account for the benefit of HILTI.

7.5 The right to on-sell, deal or otherwise dispose of the Goods in the normal course of trade may be revoked at any time by HILTI and shall automatically cease if a Receiver is appointed over any of the assets of the Customer or if the Customer or if a winding up order is made against the Customer or if the Customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or administration or calls a meeting of, or makes any arrangement or composition with, creditors or commits any act of bankruptcy or where the Customer is in default of any of its obligations to HILTI.

8 WARRANTY

8.1 All Goods are sold with the benefit of and subject to the conditions of the warranty supplied with them, which is available for inspection on request.

8.2 Nothing herein or in any warranty given by HILTI shall impose any liability upon HILTI in respect of any defect in the Goods arising out of the acts, omissions, negligence or default of the Customer, its servants and agents including without limitation any failure by the Customer to comply with any recommendations of HILTI as to storage and handling or use or servicing of the Goods, use of the Goods with other goods or other misuse of the Goods or accident or fair wear and tear of the Goods.

8.3 HILTI shall not be liable for any damage, loss, cost or expense of any type whatsoever and however arising from or in any way connected to or with the installation of the Goods by the Customer or any of its employees, agents or contractors. The Customer hereby indemnifies HILTI against all actions, costs, charges, losses, damages and expenses which HILTI may incur or sustain by reason of any action brought by any third party relating in any way to the installation of the Goods.

9. CUSTOMER'S RESPONSIBILITY

9.1 The selection of the Goods suitable for the Customer's purposes depends on a range of factors. These factors include, but are not limited to, on-site conditions or other circumstances of the proposed application of the Goods known only to the Customer. The Customer is solely responsible for satisfying itself that the data supplied by HILTI on which information or recommendations made by HILTI are based is correct and that any assumptions made by HILTI to supplement that data are suitable for the Customer's purposes.

9.2 HILTI accepts no responsibility of any nature whatsoever for information or advice it supplies, where any data supplied by the Customer is incorrect or where any assumption which HILTI has made is unsuitable for the Customer's purposes. The Customer is encouraged to raise with HILTI any questions it may have.

10 LIMITATION OF LIABILITY

10.1 Subject to applicable law, the aggregate liability of HILTI (whether in contract, tort, negligence or breach of statutory duty or otherwise) to the Customer for any loss or damage shall be limited to the price of the Goods.

10.2 The Customer shall be liable for and shall indemnify HILTI against any and all expenses, loss, liability or proceedings suffered by a third party arising as a result of or in connection with any act, omission, negligence, and/or breach of the terms of these Terms and Conditions or otherwise through the default of the Customer.

10.3 HILTI makes no representation or warranty that the use of the Goods does not infringe the rights of any third party and HILTI accepts no liability in this respect.

10.4 These Terms and Conditions of Sale do not exclude, restrict or modify the application of any provisions of any applicable law, which by law cannot be excluded, restricted or modified.

10.5 Except for those conditions and warranties implied by any sale of Goods or consumer protection legislation which may not be excluded, the Customer agrees that:

- It has not relied on any inducement, representation or statement made by or on behalf of HILTI in purchasing the Goods and there are no implied conditions or warranties herein and no collateral contracts in connection herewith (except such as may be in writing and signed by a duly authorized representative of HILTI); and
- This clause sets out the entire liability of HILTI in respect of its liability in respect of liabilities for a breach of a condition or warranty with respect to the sale of Goods. In no circumstances will HILTI incur any liability in respect of or arising out of or in connection with any special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred by the Customer, including but not limited to any loss of profit or revenue.

10.6 Notwithstanding the foregoing, the Customer acknowledges that the Goods may be considered unsafe articles under applicable law, where the determination of any such article as unsafe shall be determined solely by the relevant government agency. In such event, the Customer shall be responsible for the use and distribution of the Goods with proper care and diligence as required under applicable law and in compliance with the directions on usage and these Terms and Conditions of Sale as provided by HILTI so as to avoid any risk which may cause either HILTI or the Customer to be deemed in violation of any applicable law.

11 FORCE MAJEURE

HILTI shall not be liable for any failure or delay in supply or delivery of the Goods where such failure or delay is wholly or partly due to any cause or circumstance whatsoever outside the reasonable control of HILTI including, but not limited to, war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention, transport delays, fire, act of God, breakdown of plant, shortage of supplies or labor, storm or tempest, theft, vandalism, riots, civil commotions or accidents of any kind.

12 TERMINATION

If the Customer fails to comply with any of these Terms and Conditions or being a natural person or persons commits any act of bankruptcy, or being a corporation passes a resolution for winding up or liquidation (other than for the purposes of reorganization or reconstruction) or administration or enters into any composition or arrangement with creditors or if a receiver or manager or administrator is appointed for any property or assets of the Customer or becomes liable to be wound up by reason of insolvency or if any petition is presented for its winding up, or if a liquidator or provisional liquidator or administrator is appointed, HILTI may, in addition to exercising all or any of its rights against the Customer, suspend any further deliveries and immediately recover possession of any Goods not paid for in accordance with these Terms and Conditions.

13 SERVICE OF DOCUMENTS

The Customer agrees that service of any notices or Court documents may be effected by forwarding same by pre-paid post or facsimile to the last known address of the Customer.

14 STATEMENT OF DEBT

A certificate signed by a Director, Secretary, Finance Manager or Credit Control Officer of HILTI shall be prima facie evidence of the amount of indebtedness of the Customer to HILTI at that time.

15 OTHER AGREEMENTS

Both parties mutually agree that these Terms and Conditions shall be an integral part of any sales agreement or other contract between HILTI and Customer concerning the sale of Goods.

16 SEVERABILITY

In the event that any provision of these Terms and Conditions shall be found invalid, illegal or unenforceable, in whole or in part by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the other provisions of these Terms and Conditions.

17 PRIVACY

HILTI is committed to your privacy. In accordance with those principles and HILTI's Privacy Policy, persons will be given access to their personal information on request. We use the types of personal information collected including considering and assessing applications for employment, enabling us to supply you with our products and/or services and for assessing Applications for Commercial Credit, managing accounts and, if necessary, ensuring our risk in collecting debts. This information may be disclosed to our related or associated companies, parties related to your employment (e.g. referees and others as set out in our Privacy Policy) contractors, other credit providers whether or not your account is overdue and, if necessary, our Risk Insurers, debt collectors and Credit Reporting Agencies. If all or part of the information requested is not provided we may not be able to consider any application made by you or to supply you with our Goods and/or services and we may not be able to process your Application for Commercial Credit. If you have any questions or concerns about our Privacy Policy, please direct your requests to the Privacy Officer at our head office at 1858/31-32, 3rd Nation Tower, Bangna-Trad Road, KM4.5, Bangna, Bangkok 10260, THAILAND.

18 GOVERNING LAW

The Customer agrees that these Terms and Conditions of Sale shall be construed according to the laws of the Kingdom of Thailand. The Customer consents to any proceedings being instituted and heard by any appropriate Court sitting in the Kingdom of Thailand applying the laws of the Kingdom of Thailand.

ใบสมัครขอเปิดบัญชีเครดิต

วันที่ _____

Customer no.: _____

ข้อมูลบริษัท (โปรดกรอกข้อมูลให้ครบถ้วนและส่งกลับที่แฟกซ์ 02 714 5399 หรือ 02 751 4435 โทร 02 714 5300)

ชื่อบริษัท _____ โทร _____ แฟกซ์ _____

ที่อยู่ในการออกบิล

E-mail _____

รายละเอียดเพิ่มเติม

ตัวอย่างลายเซ็น

ชื่อกรรมการผู้จัดการ/ เจ้าของกิจการ

ชื่อเจ้าหน้าที่ฝ่ายจัดซื้อ

ชื่อผู้รับสินค้า: _____

_____ รับสินค้าได้เฉพาะบุคคลที่ระบุไว้เท่านั้น _____ ชื่อบุคคลอื่นรับสินค้าได้

ชื่อเจ้าหน้าที่ฝ่ายการเงิน/ บัญชี: _____ โทร _____

รายละเอียดของสินเชื่อ

บริษัทที่ให้งเงินสินเชื่อแก่ท่าน

ชื่อบริษัท _____ โทร _____

ชื่อบริษัท _____ โทร _____

รายละเอียดในการวางบิล

โปรดระบุเอกสารที่ต้องใช้แนบในการวางบิล _____

โปรดระบุสถานที่สำหรับวางบิล, รับเช็ค _____

ชื่อธนาคารที่ใช้ _____ สาขา _____ เลขที่บัญชี _____

เงื่อนไขในการวางบิล:

- _____ วางบิลได้ทุกวัน
- _____ วางบิลได้เฉพาะวันที่กำหนดไว้ โปรดระบุ _____
- _____ รับต้นฉบับใบกำกับภาษี ไม่เกินวันที่ _____

เงื่อนไขในการชำระเงิน:

- _____ รับได้ทุกวัน หลังครบกำหนด
- _____ รับได้เฉพาะวันที่กำหนดไว้เท่านั้น โปรดระบุ _____
- _____ โอนเงินอัตโนมัติผ่านธนาคาร

----- **ไม่รับบิลหลังวันที่ _____ ของเดือน**

_____ **ไม่รับบิล ข้ามเดือน**

หมายเหตุ

- ข้อมูลที่ลูกค้าควรทราบ **เครดิตเทอม** ตามนโยบายของบริษัทคือ 30 วันนับจากวันที่ส่งของให้กับลูกค้า
- บริษัทฯ จะปฏิบัติตามนโยบายสินเชื่อ ดังต่อไปนี้
 - ในกรณีที่ลูกค้ามียอดค้างชำระนานกว่าเครดิตเทอมที่ได้รับ
 1. ภายใน 30 วัน นับจากวันที่ครบกำหนดชำระเงิน ทางบริษัทฯ จะโทรติดตามให้ชำระเงินโดยพนักงานแผนกสินเชื่อ พร้อมออกจดหมายทวงถามฉบับที่ 1
 2. ภายใน 60 วัน นับจากวันที่ครบกำหนดชำระเงิน ทางบริษัทฯ จะออกจดหมายทวงถามฉบับที่ 2 (ฉบับสุดท้าย) พร้อมระงับการขายสินค้าทุกประเภทและติดตามสอบถามแผนการชำระเงินจากลูกค้า หากไม่ได้รับการชำระเงินภายใน 15 วัน หลังจากได้ออกจดหมายทวงถามฉบับที่ 2 แล้ว บริษัทฯ มีความจำเป็นต้องส่งเรื่องไปยังแผนกกฎหมายทันที

ลูกค้าได้รับทราบ นโยบายสินเชื่อตามที่ระบุไว้ข้างต้นและได้แนบเอกสารมาพร้อมกับใบสมัครขอเปิดบัญชีเครดิต ดังนี้

1. ภพ. 20
2. หนังสือรับรองการจดทะเบียนของบริษัท
3. สำเนาบัตรประชาชนของผู้มีอำนาจลงนามบริษัท
4. งบการเงินของบริษัทล่าสุด
5. แผนที่ตั้งบริษัท

ลูกค้าได้อ่านและรับทราบ "Terms and conditions" ที่แนบมาพร้อมเอกสารฉบับนี้แล้ว

(_____)
ลงชื่อ _____ (ตัวบรรจง)

เฉพาะสำหรับพนักงานบริษัท ฮิลติ (ไทยแลนด์) จำกัด

ชื่อพนักงานขาย _____ Trade code _____ วงเงินสินเชื่อ * จำนวน _____ บาท

*วงเงินสินเชื่อเป็นการคำนวณจากโปรแกรมของทางบริษัทฯ โดยใช้ข้อมูลบางส่วนที่ได้รับจากลูกค้า จึงขอให้ตรวจสอบข้อมูลให้ถูกต้องอีกครั้ง