



货物的销售与交付受制于下列**销售条款**。

The sales and delivery of goods are subject to the following **Terms and Conditions**.

1. **签收:** 客户有关人员在此单上签收表明客户已如实收到此单所列示的货品及相应的量。  
**Acknowledgement of receipt:** Signing by the customer or any representatives of the customer acknowledges receiving of the goods and the quantity listed in this document.
2. **付款期限:** 如另行签有针对该批货物的合同, 以所签定的合同为准; 否则买方应当在收货后立即付清全额货款。客户愿意承担喜利得因追讨该欠款所支付的一切费用, 包括但不限于律师费和根据国家相关法律所计算的利息。  
**Payment term:** Unless otherwise agreed in another contract, the buyer shall pay the entire amount of the purchase upon the receipt of goods. The buyer agrees to compensate all costs incurred by Hilti in collecting delinquent amount, including but not limited to reasonable amount of attorney's fees and interests calculated according to relevant national law.
3. **金额:** 此单所列示的合计金额 (含增值税) 是按客户同意的单价和同意的数量计算出来的。即为客户愿意付款的金额 (含增值税)。  
**Amount:** The amount expressed in this document is calculated according to the unit price and quantity agreed by the customer. The customer accepts to pay such amount (VAT inclusive).
4. **政府发票:** 依据本单所开具的政府发票另行提供, 但政府发票的给付不作为该批货款已支付的依据。  
**Government invoice:** Government invoice is provided separately in addition to this document; but the provision of government invoice does not evidence the payment of the purchase amount.
5. **争议解决:** 除双方另有合同约定外, 所有由此交易引起的争议提交给供货方所在地人民法院受理。  
**Settlement of argue:** Unless otherwise agreed, argument arising from this sales and purchase transaction shall be submitted to and handled by the court in the jurisdiction of the seller.
6. **送货单:** 客户签收货物的同时, 已获得一份送货单存档备案, 请妥善保管, 随后喜利得可以协助但没有义务为客户提供送货签收记录复印件, 客户不得以此作为支付货款的必要条件。  
**Proof of delivery:** The customer should keep custody of the delivery document with due care. If the delivery document is lost, Hilti may at its discretion offer assistance by providing a photocopy. However, Hilti is under no obligation to provide such assistance. The payment of the purchase amount shall not be made on condition of such assistance.
7. **所有权:** 客户未付清本单货款前, 喜利得保留货物的所有权, 并有权选择货物的处置方式。但此约定不妨碍货物的风险在货物送达时转移。  
**Ownership:** Hilti retains the ownership of the goods until the contract amount be fully paid. However this clause does not affect the transfer of risk on the goods upon delivery.

**Hilti (China) Distribution Ltd.**  
**喜利得 (中国) 商贸有限公司**

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8. **机具保修:** 喜利得保证所出售的机具没有任何原材料及生产工序上的缺陷。喜利得的机具保修责任仅限于维修。在任何情况下, 喜利得不会对特别的、意外的或引发的损毁所导致的损失负责。喜利得机具的保修条件及条款, 详见机具的保修卡。

**Tools Warranty:** Hilti warrants that all tools supplied hereunder will be free of defects in material or workmanship. Hilti's obligation under this warranty shall be limited to repair of the tools. Hilti shall in no event be liable for special, incidental, or consequential damages. Please refer to tool warranty card for details of warranty conditions and articles.

9. **维修服务:** 客户需愿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, 喜利得将会预先作出报价给予客户确认。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, 在通知客户两周后尚未领取, 喜利得将保留对此工具的最终处理权。

**Repair Services:** All customers should agree to accept the repair charges for their tools up to RMB200 without prior approval. For repairs over RMB200, Hilti will repair only upon receipt of the customer's acceptance of our quotation. Hilti offer a 1-month warranty for repairs carried out under the repair order. Hilti reserves the right to take possession and dispose of at its own discretion any tools that will have remained in Hilti's possession for more than two weeks after service rendered date.

10. **货期:** 以客户向喜利得正式下采购单时的实际库存状况及喜利得之承诺时间为准。喜利得保留修改货期的权利, 并提前通知客户。

**Order lead-time:** Order lead-times are subject to actual stock status and lead-time committed by Hilti when Hilti receives the formal order. Hilti reserves the right to alter the order lead-times from time to time with prior notice.

## 11. 保证 Warranty:

- 11.1 所有售出产品均与所附保证条款相关并受其约束, 可供客户查阅。

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.

- 11.2 本销售条款及喜利得提供的任何保证条款均不导致喜利得承担由于客户及其雇用人员、代理人的作为、疏忽、过失、过错所引起的产品质量问题, 包括但不限于: 客户未按照喜利得的指示存放、操作、使用 and 维修产品; 将产品和其他产品同时使用; 对产品的其他错误使用; 事故; 产品的合理损耗。

Nothing herein or in any warranty given by Hilti shall impose any liability upon Hilti in respect of any quality problems 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.

## 12. 责任 Liability:

- 12.1 即使有相反规定, 喜利得因为其过失或欺诈行为导致任何用户的人身伤亡, 赔偿责任不受限。

Notwithstanding anything contrary, Hilti's liability to any user for the personal injury or death caused by its negligence or fraud is not limited.

- 12.2 对于由下列情况导致的合同下任何索赔、损害、损失及费用, 不论喜利得是否已被告知此类损失的可能性, 喜利得无需承担责任:

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Hilti shall not be liable (whether or not Hilti has been advised of the possibility of such loss) in contract howsoever arising for any claim, damage, loss or costs in respect of:

- a. 购买者的特定损失，直接利润损失，营业额和/或直接损失的收入；  
any losses special to customer, any direct loss of profits, any direct loss of turnover and/or any direct loss of revenue; and
  - b. 任何由于下列事项导致的间接性损失或损害，包括但不限于：购买者的特定损失，利润损失，营业额亏损，收入损失，商业机会的损失和/或数据损失。  
any indirect or consequential loss or damage howsoever caused including without limitation any losses special to customer, any loss of profits, loss of turnover, loss of revenue, loss of business and/or loss of data.
- 12.3 除 12.1 条规定的情况，喜利得在合同项下的损害赔偿责任以产品的价格为限。  
Subject to Clause 12.1, the aggregate liability of Hilti under contract to the customer for any loss or damage shall be limited to the price of the Goods.
- 12.4 与客户的行为、疏忽、过失、过错、违约有关或由此给喜利得造成的任何损失、费用、责任或者诉讼带来的损失，客户应承担所有责任，并赔偿喜利得所有损失。  
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 this Contract or otherwise through the default of the customer.
13. **授权：**喜利得代表不得擅自更改上述条款及细则，与客户签定超出以上内容的文件。  
**Authorization:** Hilti Sales representative are not authorized to modify these terms and conditions, to execute documents exceed above terms and condition.
14. **备注：**若对上述条款及细则有任何问题，请致电客户服务热线 800-820-2585/400-820-2585 或致电各喜利得营业代表查询。英文翻译仅供参考，如有理解上的差异，以原中文条款为准。  
**Note:** Should you have any queries about the above terms and conditions, please contact Hilti customer service hotline at 800-820-2585/400-820-2585 or Hilti representative for assistant. The English translation is provided for reference only. In case of different interpretation, the original clauses in Chinese prevail.

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