



GENERAL TERMS AND CONDITIONS OF SALE IN FINLAND BY HILTI

These General Terms and Conditions of Sale (T&Cs), together with the Technical Traders' General Terms and Conditions of Sale ("TK Yleiset 2010 EN") and the Technical Traders' General Terms and Conditions of the Sale of Services ("TK Palvelut 2010"), govern the supply by Hilti (Suomi) Oy (hereinafter referred to as Hilti) of goods and services to this customer in Finland (hereinafter referred to as Customer, and together with Hilti as the Parties). These will apply, unless otherwise agreed between the Parties, to the supply of goods and/or services by Hilti (hereinafter referred to as the "Goods and Services"). In the event of any conflict between these T&Cs and the Technical terms and conditions, the provisions of these T&Cs shall apply. These T&Cs form an integral part of all agreements between Hilti and the Customer and regulate the relationships between the Parties.

Any reference to "Goods" in these T&Cs shall be deemed to be a reference to the Goods and/or Services. Unofficial English translation for convenience only; the Finnish version shall prevail.

1. OBLIGATIONS OF HILTI

1.1. Delay

All times and dates for the delivery of Goods and/or Services are only intended to be an estimate; neither shall the delivery time be decisive. Hilti shall not be liable in any way for losses, costs, damages, fees or expenses arising directly or indirectly from a delay in the delivery of the Goods and/or Services, unless the delay has been caused by Hilti's intentional breach or gross negligence.

Hilti shall notify the Customer of this and is also to inform the Customer of the reason for the delay, as well as give a possible new delivery date.

Even if the Products and/or Services would not have been delivered or would have been delivered late due to reasons or circumstances beyond the Customer's control, for which it is not responsible, the Customer shall not be entitled to request delivery if the altered circumstances have a substantial impact on the relationship between the originally agreed contractual obligations.

This chapter replaces Section 3.6 of the Technical terms and conditions, which shall not apply to the contractual relationship between the Parties.

2. OBLIGATIONS OF THE CUSTOMER

2.1. Purchase price

Unless otherwise agreed, the purchase price is the price quoted on the applicable Hilti price list at the time of delivery or expected delivery. Notwithstanding this, Hilti is entitled to adjust the purchase price in accordance with Section 2.3 of these T&Cs and Section 4.3 of the Technical terms and conditions.

2.2. Payment terms

The Customer agrees to pay fees without any deductions to Hilti within ten (10) days of the invoice date and of the date of delivery from the factory (free in warehouse). Unless agreed otherwise, the payment terms are specified in Hilti's general payment terms. When delivered from the warehouse, the payment period starts on the invoice date and on the delivery date if delivered from the factory (free in warehouse).

2.3. Adjusting the purchase price

Prices may be adjusted in order to account for variations in wages, materials or other manufacturing or delivery costs, without limiting the pricing conditions set forth in chapter 4.3 of the Technical terms and conditions.

2.4. Delay penalty (Delay interest)

If payment is delayed, the penalty will be in force from the due date in accordance with Finland's Interest Act (633/1982) and invoiceable at any time. Hilti also has the right to invoice reasonable collection costs.

2.5. Services performed on Customer's premises

The customer is responsible for the following:

- safe passage of Hilti personnel (e.g. employees, agents and contractors);
- obtaining the approvals and acquiring the permits required to perform all Services;
- provision of the prerequisites for performing electrical, lighting and other Services; ensuring that premises are safe with respect to health and safety;
- death or injury to Hilti personnel as well as damage to the property of Hilti's personnel or subcontractors operating on the Customer's premises, except for damages caused by the negligence of Hilti or of its subcontractors.

3. Right of HILTI to terminate the Agreement

Hilti has the right to terminate the Agreement in the following cases without limiting Hilti's right to terminate in accordance with Section 5 of the Technical terms and conditions:

- the Customer fails to fulfil its contractual obligations as has been agreed or can otherwise be reasonably expected and is within the time limits set by Hilti; or
- the Customer enters into bankruptcy or makes a bankruptcy application or makes or offers to make voluntary arrangements with its creditors; or
- a distraint on the Customer's assets has been ordered or carried out, or implemented or a similar action; or
- Hilti considers the customer's financial situation to be weakened.

4. Limited WARRANTY and liability

Unless it has been otherwise agreed, Hilti warrants that the Goods will be free from material defects and the method for producing Goods, or that for performing Services, will comply with

Hilti's applicable requirements for a period of twelve (12) months following delivery of the Goods and/or Services. Hilti's sole and exclusive remedy is, at Hilti's option and discretion, to repair, replace or redo a defect or deficiency caused by Hilti or make restitution for it. All defective and replaced Goods will be returned to Hilti and become the property of Hilti.

Hilti shall not be liable for defects or deficiencies caused by the failure of the Customer to comply with the Agreement or applicable law, or with instructions provided to it by Hilti, or by the Customer or in the case that a third party has made changes or modifications to the Goods and/or Service that have not been previously agreed or approved by Hilti in writing.

NO WARRANTIES OTHER THAN THOSE SET FORTH HEREIN ARE DIRECTLY OR INDIRECTLY IMPLIED. ALL OTHER WARRANTIES, INCLUDING WARRANTIES FOR SALE AND SPECIFIC AGREED PURPOSE ARE SEPARATELY EXCLUDED FROM THIS WARRANTY.

HILTI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING FROM THE AGREEMENT OR FROM THE DELIVERY OF GOODS AND/OR SERVICES PURSUANT TO THE AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUES OR DATA.

5. Force Majeure

Hilti is not obliged to fulfil a contract if the supply of Goods or part of these is prevented by natural barriers, fire, flood, lightning strike, mechanical breakdown or corresponding disturbance, strike, blockage, war, mobilization, revolution, import or export ban, lack of transportation, disturbances in the distribution of electricity, fuel, equipment or raw materials that interfere with Hilti's supply chain, or other disruption in production, traffic disruption, force majeure or another obstacle beyond Hilti's control. Hilti is also not obliged to fulfil the Agreement when it would require unreasonable sacrifices on Hilti's part to gain any benefit.

Hilti shall not be obliged to compensate the Customer for damages arising from failure to fulfil the Agreement, and Hilti shall be entitled to terminate the Agreement.

6. Transfer of ownership

Unless otherwise agreed, ownership of the Goods shall pass to the Customer upon payment of the full purchase price to Hilti. The Customer shall not have the right, except in the normal course of business, to remove, connect, include, connect or otherwise integrate the Goods supplied by Hilti, or part of these, with any other property or otherwise assign, transfer or exercise any ownership rights to the Goods delivered by Hilti, unless the full purchase price has been paid to Hilti.

Prior to the transfer of the right ownership, Hilti has the right to take control of, sell or otherwise pass on and/or dispose of all or part of the Goods in accordance with the terms and conditions set forth in this sales agreement. The Customer shall store or mark the Goods in a manner that Hilti considers to be reasonably satisfactory, indicating that the ownership of the Goods remains with Hilti. Regardless of whether the Goods are owned by Hilti or not, the risk pertaining to Goods transfers to the Customer in accordance with the Technical terms and conditions set out in Section 3.3.

7. Industrial property rights

All patents, copyrights, trademarks, trade secrets and other proprietary rights to the Goods and/or service are and remain the property of Hilti and/or third parties from whom Hilti has obtained some of its rights to the Goods and/or Services, whether or not Hilti has developed rights alone or with a third party.

The customer does not receive a license for patents, copyrights, brand names or other rights, trade secrets or other proprietary rights belonging to Hilti or third parties.

In its business activities, the Customer shall not use products supplied by Hilti or brand names, logos or product names that describe the Goods or Services provided by Hilti, or which are owned or used by it, without its prior written consent.

The Customer shall not modify, reproduce, implement, transmit, transfer or permit others to do so except as permitted in the obligatory sections of the applicable law, and shall not use the Products and/or Services except in accordance with the terms of the Sales Agreement.

The Customer shall not register a brand name, logo or product name owned by Hilti or that is used in its name, nor register or use a trademark or name that is confusing similar to a brand name, logo or product name that the Customer uses to describe the Goods and/or Services.

8. Law and dispute resolution

The Terms and Conditions are governed by Finnish law. The application of the United Nations International Trade Act is excluded specifically.

It shall be the aim to primarily resolve, by all means available, any disputes arising from the Agreement between Hilti and the Customer through negotiations between the parties. Unless otherwise agreed, disputes shall be decided by the competent court in Helsinki. Nevertheless, Hilti is entitled at any time to demand payment of all outstanding liabilities under the Agreement in the district court of Hilti's domicile.

9. Returns and cancellations

Goods for which delivery is governed by the Agreement cannot be returned without the prior written approval of Hilti. Duly recognised returns of Goods shall:

- be sent to a Hilti location; and
- be in the same condition as supplied to the Buyer.

Once an order has been registered in Hilti's ordering system, the Purchaser cannot cancel the order for the Goods and/or Service (including any order for the Goods and/or Services that are specific to the Customer) without the prior written consent of Hilti. Cancellations must be made in accordance with Hilti's written terms and conditions.