

Please return completed form to:

Hilti (Gt. Britain) Ltd, 1 Trafford Wharf Road, Trafford Park, Manchester, M17 1BY

Fax 0161 786 3867 or email gbnwaccounts@hilti.com

Your Business:

Trading Name: Date Established:

Trade/Nature of Business: No. of PAYE Employees:

Business Type: Ltd Company ☐ Plc ☐ Other ☐ (please specify)

Registered Name:(if different from above) Company Registration No.

Sole Proprietor: ☐ Partnership: ☐ (if you tick either of these boxes we require the information below, if partnership we require all partners details. If more than 2 partners use separate sheet)

First Name Surname First Name Surname

Date of Birth: DD/MM/YY Date of Birth: DD/MM/YY

Home Address:** Home Address:**

Home Address:** Home Address:**

Post Code Post Code

Time at Address: From: DD/MM/YY To: DD/MM/YY Time at Address: From: DD/MM/YY To: DD/MM/YY

(if less than 3 years at above address, please supply previous address(s) to cover the last three years (attach separate sheet))

****For sole proprietor/partnership accounts photo ID (passport or driving licence) together with 3 utility bills dated in the last 3 months may be required**
Your Contact Details:

Trading Address:

Trading Address:

Post Code:

General Contact Name: General Contact's Position:

General Contact email: General Contact Telephone No:

Accounts Contact Name: Accounts Contact Position:

Accounts Contact email: Accounts Contact Telephone No:

(this should be the contact details of someone we can contact in the event of any account enquiry or query)

Tick here if you would like to receive information about Hilti products and services via e-mail ☐
Your Requirements:

Payment Terms: 30 days from date of invoice without Direct Debit ☐ 30 days from end of month with Direct Debit ☐ (if you have selected to pay by direct debit please complete attached mandate)

Invoice /Statement options: Do you require a monthly statement? Yes ☐ No ☐

Do you require invoices sent by: Post: ☐ EDI: ☐ Email: ☐ Email address:

(please tick one box) (if applicable)

IMPORTANT - READ & SIGN - By signing below you agree to the following terms:

The information above is, to the best of my/our knowledge, accurate and complete. I/We understand false information can lead to the withdrawal of credit facilities. I/We have read, and hereby agree to abide by, the Terms and Conditions of Sale as detailed overleaf. I/We further agree as follows:

In considering my/our application you will search my/our records with a credit reference agency who will add details of your search and my/our application to my/our records. You will also add details of this agreement to my/our records with that credit reference agency including the payment I/we make under it, my/our payment performance and/or any default including the payment I/we make under it, my/our payment performance and/or any default or failure I/we make in respect of its terms. I/We understand that you may use (only if relevant) a credit scoring or other automated decision making system when assessing my/our application.

I/We hereby agree that you may share my/our records with other credit reference organisations and that those records will be used to help make decisions about credit and credit related services for me/us and those with whom I/we have a financial relationship as well as to trace debtors, recover debt, prevent money laundering and fraud and to manage my/our account. I/We agree that you may undertake searches other than in connection with credit reference agencies and although these searches will be added to your records, they will not be shared with others.

Please note if partnership all signatures are required.

Authorised Signature: Position:

Name (print): Date: DD/MM/YY

Authorised Signature: Position:

Name (print): Date: DD/MM/YY

(if applicable)

For Internal Use Only

Hilti Account Number:

Trade Code:

TERMS AND CONDITIONS

1. GENERAL

- 1.1 In these conditions the following words have the meanings shown:
"Buyer" means the person, firm or company purchasing Goods;
"Company" means Hilti (Gt. Britain) Limited or one of its associated or subsidiary companies as the case may be;
"Contract" means any agreement between the Company and the Buyer for the purchase from the Company by the Buyer of Goods
"Contracts" includes all agreements between the Company and the Buyer for the purchase of Goods from the Company by the Buyer
"Goods" means goods manufactured by the Company and purchased by the Buyer on the terms of this Contract
- 1.2 Unless agreed otherwise, these conditions shall be incorporated in all Contracts of the Company to sell Goods and shall be the sole conditions under which the sale takes place. All other terms, conditions or other representations are excluded from the Contracts including any terms and conditions which the Buyer may purport to apply under any order for Goods.
- 1.3 These conditions shall prevail unless expressly varied in writing and signed by a Director on behalf of the Company.
- 1.4 Headings do not affect the interpretation of these conditions.
- 1.5 The quantity, quality, description of and any specification for the Goods shall be as set out in the Company's acknowledgement of order or, in its absence, the Company's quotation.
- 1.6 The Company reserves the right, without liability to the Buyer, to make any changes in the specification of the Goods which are required to comply with any applicable EC rules or which do not materially affect the quality or performance of the Goods.
- 1.7 No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the agents or employees of the Company shall be construed to vary in any way any of the conditions under this Contract unless otherwise agreed in accordance with condition 1.3 above.
- 1.8 Any quotation is valid for 30 days from its date (or until any other date shown on the quotation), provided that the Company has not previously withdrawn it.
- 1.9 Any written quotation, estimate and/or advertised price for the Goods shall be an invitation to treat and no binding contract shall be created by placing an order on the Company's website or otherwise until the Company has sent an acknowledgement of order form to the Buyer by email or post or (if earlier) the Company delivers the Goods to the Buyer.

2. PRICE

- 2.1 Subject to condition 2.2 below, the price payable for Goods shall, unless otherwise stated by the Company in writing and agreed on its behalf, be the price list of the Company current at the date of despatch and in the case of an order for delivery by instalments the price payable for each instalment shall be the Company's current price list at the date of the despatch of each instalment.
- 2.2 Unless otherwise agreed, the Company's prices may be subject to variation to take account of variations in wages, materials or other costs since the date of the Company's quotation (or if no quotation is issued) the Buyer's order. The Company accordingly reserves the right to adjust the invoice price payable by the amount of any increase or decrease in such costs after the price is quoted and the invoice so adjusted shall be payable as if it were the original Contract price.
- 2.3 All prices are exclusive of Value Added Tax, taxes and all other applicable duties. The Buyer shall be liable for all and any local taxes or charges as appropriate.
- 2.4 The Buyer agrees that section 32(3) of the Sale of Goods Act 1979 shall not apply to Goods sent by the Company.
- 2.5 The Company shall be entitled to invoice the Buyer by post or email for the price of the Goods in pounds sterling or in Euro.
- 2.6 The Company has the right to invoice the Buyer for the costs of any packaging, transportation of the Goods or any additional costs resulting from any other alterations made by the Buyer after the date of delivery or upon notification by the Company that the Goods are awaiting collection. Any such additional costs may be invoiced by the Company in pounds sterling or in Euro.

3. CARRIAGE AND INSURANCE

- 3.1 The cost of carriage and insurance of the Goods to the Buyer's premises on the mainland of Great Britain shall be in accordance with the charges laid out in the Company's current price list.
- 3.2 In all other cases, the price of the Goods shall be exclusive of carriage and insurance to the Buyer's premises.
- 3.3 Export orders shall be charged FOB (Free on Board - UK Port) in accordance with Incoterms 2010.

4. ADDITIONAL OBLIGATIONS

- 4.1 The Buyer agrees to pay for any and/or extra costs above the quoted price for the Goods which are directly or indirectly incurred by the Company through the Buyer's instructions or lack of instruction or through failure or delay in taking delivery or through any act or default on the part of the Buyer, its servants or agents.
- 4.2 Without prejudice to any other rights and remedies which the Company may have, if the Goods are submitted to the Company or its agent for repair, the Company shall have a general lien on the Goods in respect of all debts owed by the Buyer to the Company (including the costs of the repair), and if the Goods are not collected and paid for by the Buyer within 5 months of the Buyer being informed that the Goods are ready for collection, the Buyer agrees that the Company shall be entitled after 14 working days' notice to the Buyer to dispose of the Goods as the Company thinks fit.

5. TERMS OF PAYMENT

- 5.1 Unless agreed otherwise in writing by the Company, all payments due under any Contract must be made by the Buyer within 30 days of the date of the invoice sent by the Company to the address provided by the Buyer. The Buyer shall not be entitled to exercise any set off, lien or any other similar right or claim unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 5.2 If the Goods are delivered in instalments, the Company shall be entitled to invoice each instalment as and when delivery thereof has been made and payment shall be due in accordance with condition 5.1 above in respect of each invoice.
- 5.3 Any failure by the Buyer to either pay any due instalment in accordance with this Contract or failure to give delivery instructions in respect of any Goods shall cause the whole of the price for Goods already manufactured at the time of such a default, to become due forthwith without any notice.
- 5.4 Prompt payment shall be a condition precedent to future deliveries of the Goods due under any Contract.
- 5.5 The Company is entitled to charge the Buyer a fee of £10 for each dishonoured cheque received in respect of any payment due from the Buyer and £5 for each direct debit payment due from the Buyer which is declined by the Buyer's bank.
- 5.6 The Company is entitled to charge the Buyer an interest of 4% per annum over the current base rate of National Westminster Bank Plc on any unpaid invoices and/or any other overdue payments due from the Buyer.

6. DELIVERY

- 6.1 The period for delivery shall be the period within which the Goods are intended to be despatched from the Company's premises and shall be calculated from the date of the receipt by the Company of the Buyer's order or the date of receipt of all necessary information to enable the Company to manufacture or procure the manufacture of the Goods whichever shall be the later and the Buyer shall take delivery of the Goods within such period. If no period is stipulated by the Company, then delivery will be such time after receipt of instructions as the Company thinks reasonable.
- 6.2 All times or dates given for delivery of the Goods are given in good faith and time for delivery shall not be of the essence. The Company shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence).
- 6.3 Without prejudice to the warranties in condition 9 below, no liability for non-delivery, loss of or damage to the Goods occurring post delivery or for any claim that the Goods are not in accordance with the Contract will attach to the Company, unless claims to that effect are notified in writing by the Buyer to the Company (and in the case of claims for non-delivery, loss or damage with a copy to the carrier if the Company's own vehicles have not been used to deliver the Goods):
- 6.3.1 within 7 days of delivery in the case of partial loss or damage of Goods in transit or delivery;
- 6.3.2 within 28 days of delivery of the Goods in the case of defective Goods; or
- 6.3.3 within 7 days of delivery for any other non-compliance with the Contract.
- 6.4 If the Buyer fails to give notice in accordance with condition 6.3 above, the Goods shall be deemed to be in all respects in accordance with the Contract and the Buyer shall be deemed to have accepted the Goods and shall be bound to pay for the same accordingly.
- 6.5 All requests for proof of delivery must be made within a period of 21 days following the date of the invoice.
- 6.6 The Buyer agrees that in the event of a valid claim for loss of or damage to Goods for which the Company is liable, the Company may at its sole discretion either discontinue the lost or damaged Goods at the Buyer's own expense or refund the price of the lost or damaged Goods but shall then be under no further liability in connection with such loss or damage.
- 6.7 If for any reason the Buyer is unable to accept delivery of the Goods at the time when the Goods have been notified as ready for delivery, the Company may at its sole discretion store the Goods at the risk of the Buyer and take all reasonable steps to safeguard and insure them at the cost of the Buyer, provided that the Buyer shall be immediately informed thereof.
- 6.8 The Company shall have the right to make delivery by instalments of such quantities of the Goods and at such intervals as it may decide. Any defect in any instalment shall not be a ground for cancellation of the remainder of the instalments and the Buyer shall be bound to accept further deliveries thereafter.

7. RETURNS AND CANCELLATIONS

- 7.1 Subject to condition 6.3 above, Goods supplied pursuant to the Contract cannot be returned without the Company's prior written authorisation. Duly authorised returns:
- 7.1.1 shall be sent to the Company's premises at the Buyer's expense;
- 7.1.2 may be subject to a handling charge of £10 or 20% of the value of the Goods, whichever amount is the greater; and
- 7.1.3 must be in the same condition as originally supplied to the Buyer.
- 7.2 The Buyer may return an order of the Goods including but without limitation, any Goods that involve special requirements of the Buyer once the order has been inputted onto the Company's ordering system, without the prior written consent of the Company.

8. PASSING OF TITLE AND RISK

- 8.1 The Goods are at the risk of the Buyer from the time of delivery by the Company, collection of the Goods by the Buyer, or receipt by the Company of payment in full for the Goods, whichever is earlier.
- 8.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- 8.2.1 the Goods; and
- 8.2.2 all other sums which are or which become due to the Company from the Buyer on any account.
- 8.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:
- 8.3.1 hold the Goods on a fiduciary basis as the Company's bailee;
- 8.3.2 store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
- 8.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- 8.3.4 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company and the Buyer's professional indemnity insurers.
- 8.4 The Buyer may use the Goods in the ordinary course of the Buyer's business before ownership has passed to it.
- 8.5 The Buyer's right to possession of the Goods shall terminate immediately upon the occurrence of any of the events specified in conditions 13.1.2 to 13.1.6 below.
- 8.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 8.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or where the Buyer's right to possession has terminated, to recover them, and the Buyer acknowledges that the Company shall have the right to intercept and repossess Goods in transit where the Buyer's right to possession has terminated.
- 8.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
- 8.9 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 8 shall remain in effect.

9. WARRANTIES

- 9.1 Where Goods are supplied with the benefit of a specific written warranty set out in another document produced by the Company, such warranty shall apply instead of the warranty set out in conditions 9.2 and 9.4 below. The warranty in conditions 9.2 and 9.4 shall only apply where no such specific warranty is supplied in relation to the Goods. **The exclusions in condition 9.3 shall apply to every such specific warranty except for the "manufacturer's lifetime warranty" set out in any operating instructions supplied with the Goods.**

- 9.2 Subject to these conditions, the Company warrants that the Goods will correspond with their description and specification at the time of delivery and will be free from defects in material and workmanship which become manifest and are notified to the Company in writing within a period of 12 months from delivery.
- 9.3 The Company shall not be liable for breach of the warranty at condition 9.2 above or any other warranty, guarantee or condition:
- 9.3.1 arising from any defect in Goods arising from any drawing, design or specification supplied by the Buyer;
- 9.3.2 arising from any acts, omissions negligence or default of the Buyer or arising from fair wear and tear (unless expressly stated otherwise in the Warranty document), wilful damage, unsuitable storage, handling, treatment, installation, maintenance, repair or application, abnormal use or use under abnormal conditions;

- 9.3.3 arising from any non-compliance with the safety, training, usage and maintenance requirements (including, but not limited to, excessive or heavy use), method statements, data sheets, instructions or recommendations (whether oral or in writing) communicated to the Buyer by the Company; and/or any of its employees, agents, suppliers or subcontractors;

- 9.3.4 arising from incorporation, alteration, modification or conversion of the Goods with any other goods, products or systems outside the intended purpose of the Goods, or as a result of non-compatibility of the Goods with any other goods, products or systems or use of consumables, components or spare parts other than those manufactured by the Company without the Company's prior written approval;
- 9.3.5 if the total price for the Goods has not been paid by the due date for payment;
- 9.3.6 unless any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with their description or specification shall (whether or not delivery is refused by the Buyer) be notified to the Company within 10 days after the Buyer discovers or ought to have discovered the defect or failure; or
- 9.3.7 unless the Company is given a reasonable opportunity of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business for the examination to take place there.
- 9.4 The Company's obligations under the warranty in condition 9.2 are limited, at the Company's option, to the repair or the replacement of the Goods or a portion thereof, or to a refund of a portion of the purchase price paid by the Buyer. Any refund will be paid to the Buyer when the defective Goods are returned to the Company. If the Company complies with this condition 9.4 it shall have no further liability for a breach under the Buyer's warranty in respect of such Goods.

10. BUYER'S RESPONSIBILITY

- 10.1 The selection of the Goods suitable for the Buyer'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 Buyer. The Buyer is solely responsible for satisfying itself that the data supplied to the Company on which information or recommendations made by the Company are based is correct and that any assumptions made by the Company to supplement that data are suitable for the Buyer's purposes.
- 10.2 Any advice, representation or recommendation given by the Company or its employees or agents to the Buyer or its employees or agents as to the Goods, their fitting or use, or as to the incorporation or compatibility of the Goods with other goods, is therefore followed or acted upon entirely at the Buyer's own risk and the Buyer acknowledges that it does not rely on and waives any claim for breach of any such representation. Accordingly, the Buyer shall rely on its own judgement and if necessary seek expert advice in relation to the following:
- (a) the suitability and compatibility of the Goods for the intended use;
- (b) the training necessary for the Buyer and its employees;
- (c) the required level of ongoing maintenance for the Goods; and
- (d) the adequacy of the premises in which the Goods are to be used.

- 10.3 The Buyer acknowledges that it is responsible for ensuring it and its employees, agents, contractors and end-users of the Goods:

- (a) store, handle, use, construct, maintain, and repair the Goods at all times in accordance with good practice and in accordance with the Goods' method statements, data sheets and data sheets, as well as all other relevant safety, training, usage and maintenance instructions and guidelines supplied to the Buyer from time to time by the Company, its employees, agents or contractors and;
- (b) receive the necessary training in respect of Goods supplied;
- (c) in connection with the hiring of the Goods or the Goods being otherwise used by third parties, that the Goods are supplied in the original packaging including all method statements, data sheets, labelling and warnings as are supplied with the Goods by the Company;
- (d) use the Goods with the recommended safety equipment in accordance with all applicable method statements and data sheets, and other relevant Company safety, training, usage and maintenance instructions and guidelines supplied from time to time; and
- (e) comply at all times with Health and Safety at Work, etc Act 1974, and all other relevant legislation in respect of the Goods and their usage.

11. LIMITATION OF LIABILITY

- 11.1 In an effort to keep the Contract price as low as possible, and as the Buyer is better able than the Company to quantify loss which it may suffer from a breach of contract and to insure accordingly, the Buyer agrees to the following provisions which set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- 11.1.1 any breach of these conditions;
- 11.1.2 any use made by the Buyer of any of the Goods; and
- 11.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 11.2 Subject as expressly provided in these conditions, (save for the conditions implied by s.12 Sale of Goods Act 1979) all warranties, conditions or other terms whether express or implied by statute or common law or otherwise relating to the provision of any goods or services in connection with the Contract (including without limitation) as to the condition, quality, performance or fitness for purpose of the Goods or the standard of care used in the provision of any services, are excluded to the fullest extent permitted by law.
- 11.3 Subject to condition 11.4 the Company shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of turnover or revenue, loss of business, loss of production or opportunity, loss of data, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with a Contract.
- 11.4 Notwithstanding any other provision contained in these conditions, nothing in these conditions shall exclude or limit the liability of the Company if and to the extent that such liability:
- 11.4.1 arises out of the fraud or fraudulent misrepresentation of the Company;
- 11.4.2 is in respect of death or personal injury caused by negligence of the Company;
- 11.4.3 cannot be excluded under the Consumer Protection Act 1987 or the General Product Safety (GPS) Regulations 2005;
- 11.4.4 is in respect of the Company's implied undertakings as to title; or
- 11.4.5 in the case of a claim which is in respect of the Company's implied undertakings as to conformity of goods with description or of sample or as to quality or fitness for purpose of the Goods or in relation to the standard of care used in the provision of any services.

- 11.5 SUBJECT TO CONDITION 11.4 ABOVE, AND IN RESPECT OF THE SUPPLY OF POWER TOOLS BUT NOT ANY OTHER GOODS, THE COMPANY'S TOTAL LIABILITY (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, MISREPRESENTATION OR OTHERWISE) UNDER OR IN CONNECTION WITH THE PERFORMANCE, BREACH OF STATUTORY DUTY OR CONTEMPLATED PERFORMANCE OF ANY CONTRACT, OR BASED ON ANY CLAIM FOR CONTRIBUTION OR INDEMNITY, SHALL NOT EXCEED A SUM EQUAL TO THE INVOICE PRICE OF THE GOODS.**

12. BUYER'S INDEMNITY

- 12.1 The Buyer shall be liable for and indemnifies the Company in respect of all damage or injury to any person or loss of or damage to any property and against all actions, demands, costs, charges, expenses or other loss suffered by the Company arising:
- 12.1.1 at common law or under the statutes and regulations detailed in condition 11.4.3 or otherwise under statute; and/or
- 12.1.2 in respect of any act, omission, negligence, and/or breach of the terms of these conditions or otherwise through the default of the Buyer.

- 12.2 Where Goods supplied by the Company are used by a third party in a manner not previously agreed in writing by the Company to be suitable, or in a manner not in accordance with these conditions, including (but not limited to) condition 10.3, the Company shall not be liable for any costs, loss, damage, liability or expenses suffered or incurred by the Buyer or any third party arising directly or indirectly from or in respect of such Goods or such use (including for loss of revenue, profits, production, opportunity, business, goodwill and/or of any contract) and the Buyer shall indemnify and keep indemnified the Company from and against all such costs, loss, damage, liability or expenses suffered or incurred by the Company as a result of any claim or demand in respect thereof by any third party.

13. DEFAULT OR INSOLVENCY OF BUYER

- 13.1 In the event that:
- 13.1.1 the Buyer shall be in breach of any of its obligations under the Contract;
- 13.1.2 any distress or execution shall be levied on the Buyer's property or assets; or
- 13.1.3 the Buyer (an individual or partnership) shall make or offer to make any voluntary arrangement or composition with its creditors or become bankrupt or (if a company) shall be placed into administration or be subject to a voluntary arrangement or composition with its creditors, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or the Buyer commences or is subject to any insolvency proceedings;
- 13.1.4 the Buyer fails to pay its debts as and when they fall due; or
- 13.1.6 such equivalent event in condition 13.1.1 to condition 13.1.5 occurs to the Buyer in its local jurisdiction;
- the Company at its discretion and without prejudice to any other right or claim may by notice in writing forthwith determine wholly or in part any and all of the other Contracts between the Company and the Buyer or may (without prejudice to the Company's rights subsequently to determine the Contract for the same cause should it so decide) by notice in writing suspend further deliveries of Goods.

14. FORCE MAJEURE

- 14.1 The Company shall be entitled to suspend or cancel delivery or to reduce the amount of the Goods delivered if it is prevented from, hindered or delayed in manufacturing, obtaining or delivering the Goods by normal route or means of delivery through any circumstances beyond its control including, but not limited to, acts of God, governmental actions, national emergency, acts of terrorism, protests, riot, civil commotion, strikes, lock-outs, other labour disputes (whether or not relating to either party's workforce), accidents, war, fire, explosion, flood, epidemic, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery, shortage or unavailability of raw materials from normal source of supply, or restraints or delays affecting carriers.

15. WAIVER

- 15.1 The waiver by the Company of any right or the failure by the Company to exercise any right or to insist on the strict performance of any provision of this Contract shall not operate as a waiver of, or preclude any further exercise or enforcement of any other right or provision of this Contract.

16. SEVERABILITY

- 16.1 Each provision of this Contract is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If in any particular case any of these conditions shall be held to be invalid or shall not apply to this Contract, then the other conditions shall continue in full force and effect.

17. THIRD PARTY RIGHTS

- 17.1 A person who is not a party to this Contract has no right under the contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

18. ASSIGNMENT

- 18.1 The Buyer may not assign, sub-contract or in any way dispose of its rights or obligations under this Contract without the prior written consent of the Company.

19. NOTICES

- 19.1 Any notice required to be served under this Contract shall be served on the Company at its registered offices in the UK or such other address as the Company may from time to time notify to the Buyer and on the Buyer at the address notified to the Company in its registration application by first class post, registered air mail or by email or facsimile. The Buyer is responsible for notifying the Company in writing of any change of address, email address or fax number from those in the Buyer's registration application.

- 19.2 Any such notice served by post shall be deemed to have been served in the case of a destination in the UK two days after the date of despatch and seven days after the date of despatch to any other destination. In the case of service by email, when the email is available to read in the recipient's inbox and in the case of facsimile when the addressee's machine acknowledges receipt thereof provided that a copy of the notice or communication is also put into the post in accordance with condition 19.1 within 24 hours following despatch of the initial version.

20. FAIR COLLECTION NOTICE – DATA PROTECTION ACT 1998

- 20.1 The Company shall comply with the provisions of the Data Protection Act 1998 (the "Act") in relation to the processing of any personal data it obtains from the Buyer. The Company shall comply with its on-line Privacy Policy when the Buyer purchases the Goods from the Company through the Company's website.

- 20.2 The Company may process all the details it obtains from the Buyer to enable the Company to do business with the Buyer and for the special purposes of selling the Buyer. The Company may also request further information from third parties with the Buyer's consent for example, credit reference agencies.

- 20.3 Any information gathered will only be used in connection with the Contracts and any other business the Company conducts for the Buyer and for any other purpose required for the fair processing of the Buyer's data. The Buyer may notify the Company in writing to cease processing the data if it wishes the Company to cease using any data which the Buyer has voluntarily given to the Company. In such circumstances, the Company reserves the right to terminate the Contracts.

- 20.4 The Company may disclose the Buyer's personal data as required by law, including but without limitation, to prevent a crime, discharge a statutory duty or as required by a court order in the context of legal proceedings and/or to any third parties who process personal data on the Company's behalf, such as credit reference agencies, insurance companies and any group company within the Company's organisation, and/or to credit reference agencies (as agreed by the Buyer).

21. ENGLISH LAW

- 21.1 This Contract shall be construed and operated in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.



**Instruction to your
Bank or Building Society
to pay by Direct Debits**



Please fill in the whole form and send it to:

Hilti (Great Britain) Ltd.
1 Trafford Wharf Road
Trafford Park
Manchester
M17 1BY

Originators Identification Number

6	9	1	3	2	4
---	---	---	---	---	---

Name(s) of Account Holder(s)

Bank/Building Society account number

--	--	--	--	--	--	--	--

Branch Sort Code

--	--	--	--	--	--

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

Reference Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

For Hilti (Great Britain) Ltd. Official Use Only
This is not part of the Instruction to your Bank or Building Society

Instruction to your Bank or Building Society

Please pay Hilti (Great Britain) Ltd. Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Hilti (Great Britain) Ltd. and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Banks and Building Societies may not accept Direct Debit Instructions for some types of account.

✂ This guarantee should be detached and retained by the Payer

The Direct Debit Guarantee

- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Hilti (Great Britain) Ltd. will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Hilti (Great Britain) Ltd. or your Bank/Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time, by writing to your Bank or Building Society. Please also send a copy of your letter to us.

