



## APPLICATION TO OPEN AN ACCOUNT

1. Trading Name Of Business			
2. Registered Name Of Business			
3. Previous Trading/Registered Names			
4. Incorporated Form Of Business		Reg. Number Of Incorporation	
5. Vat Registration Number (Attach Certificate)		Date Of Establishment Of Business	
6. Number Of Permanent Employees:			
7. Registered Name Of Holding Company			
8. Names Of Subsidiary And Associate Companies			
9. Business Activities			
10. Physical Address			E Mail
11. Are Deliveries To Be Made To This Address? If Not, Then Where?			
12. Postal Address			Code
13. E Mail Address Where Electronic Invoices Must Be Sent			
14. Registered Address			Code
15. Telephone Area Code & No. ( )		Fax area & no. ( )	
16. Premises <input type="checkbox"/> Owned Or <input type="checkbox"/> Leased? Name Of Landlord:			
17. Postal Address Of Landlord			Code
18. Details Of <input type="checkbox"/> Proprietors <input type="checkbox"/> Directors <input type="checkbox"/> Members <input type="checkbox"/> Partners			
19. Full Name		ID No. (or date of birth)	
20. Residential Address			% Shareholding /Interest
21. Full Name		ID No. (or date of birth)	
22. Residential Address			% Shareholding /Interest
23. How Long Has The Proprietor(S) Owned The Business?			
24. Auditors / Financial Officer's Name		Tel area code & no ( )	
25. Banker's Details: Institution		Branch	Date Opened
26. Account Name		Account number	On Eft?
27. Trade Reference 1: Name			Tel ( )
28. Address			Credit Limit R
28. Trade Reference 2: Name			Tel ( )
29. Address			Credit Limit R
30. Trade Reference 3: Name			Tel ( )
31. Address			Credit Limit R
32. Trade Reference 4: Name			Tel ( )
33. Address			Credit Limit R
34. List All Sureties, Cession Of Debtors, Notarial Bonds, Factoring & Judgements			
35. List All Liquidations, Sequestrations Against The Business Or Its Principals			
36. Have Moratoriums Or Offers Of Compromise Ever Been Made To Any Creditors?			
37. Can The Latest Audited Financial Statements Be Made Available?			What Year?
38. Annual Turnover Or Asset Value Is More Than R 1 Million		YES	NO
			If No, Details:
39. Contact Person For Purchases			E Mail
40. Contact Person For Accounts Payable			E Mail
41. Order Numbers Used?			Credit Requested R

Undersigned accepts the Standard Conditions of Agreement on the reverse side. The Customer acknowledges that any amount due for goods or services will be due unconditionally within 30 days from the end of the month in which a tax invoice was issued by Hilti. The Customer hereby declares that no cheques will be issued in Payment unless there are sufficient funds available and that such funds will remain available in order that all cheque payments will be honoured and that under no circumstances will any cheque be stopped. I hereby certify that all above information is correct.

Signed:		Place:	Date:
Printed Name(S):		Corporate Designation Of Signatory:	

The signatory hereby binds himself/herself as surety and co-principal debtor jointly and severally for all existing debts and any future debts incurred with Hilti by the applicant named above.

Signed As Surety And Co-Principal Debtor:			
Printed Name(S):		Corporate Designation Of Signatory:	
<b>OFFICE USE ONLY:</b>			
Accepted / Approved By:		Date:	Credit Limit Assigned:
Am Code:	Am Name:	Itc Code:	

**STANDARD CONDITIONS OF AGREEMENT**

1. The Customer agrees that (a) this Agreement represents the entire Agreement between the Customer and Hilti SA (Pty) Ltd (hereinafter called Hilti) and that no alterations or additions to this Agreement may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of Hilti; (b) this Agreement will govern all future contractual relationships between the parties; (c) this Agreement is applicable to all existing debts and future debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or resolutive terms or conditions; (e) any conflicting conditions stipulated by the Customer are expressly excluded; (f) these terms supersede all previous conditions of Agreement without prejudice to any securities or guarantees held by Hilti.

2.1 This Agreement only becomes final and binding on receipt and acceptance of this offer by Hilti at its business address in Midrand.

2.2 Any order only becomes final and binding on receipt and acceptance of such order by Hilti at its business address per clause 2.1.

3. The signatory hereby binds himself / herself in his / her personal capacity as Shareholder (in the case of a company), Member (in the case of a close corporation) or Owner or Partner as surety and co-principal debtor jointly and severally for the full amount due to Hilti and agrees that these Standard Conditions will apply in the exact same way to him / her.

4. The Customer acknowledges that it does not rely on any representations made by Hilti in regard to the goods and services or any of its qualities leading up to this Agreement other than those contained in this Agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by Hilti in respect of the goods or services orally or in writing will not form part of the Agreement in any way unless agreed to in writing by Hilti.

5.1 The Customer agrees that neither Hilti nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.

5.2 It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purposes of intended use.

5.3 The Customer agrees to pay all additional costs resulting from any acts or omissions by the Customer including suspension of work, modification of requirements, failure or delay in giving particulars required to enable work to proceed on schedule or requirements that work be completed earlier than agreed.

5.4 Hilti reserves the right at its sole discretion to provide alternative goods of the same quality and quantity at the prevailing prices to those ordered by the Customer should such goods be superseded, replaced or their manufacture terminated.

6.1 All quotations will remain valid for a period of 7 days from the date of the quotation.

6.2 All quotations are subject to the availability of the goods or services and subject to correction of good faith errors by Hilti and the prices quoted are subject to any increases in the cost price, including currency fluctuations, of Hilti before acceptance of the order.

6.3 If the Customer disputes the amount of increase, the amount of the increase may be certified by any independent auditor and such certificate shall be final and binding on the Customer.

6.4 The Customer hereby confirms that the goods or services on any Tax Invoice issued duly represent the goods or services ordered by the Customer at the prices agreed to by the Customer and, where delivery / performance has already taken place, that the goods or services were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.

6.5 The goods may be exchanged or returned for credit by the Customer within 10 days of the delivery date subject to prior written approval by Hilti.

6.6 All goods to be returned or exchanged shall be dispatched and carriage paid by the Customer and shall be subject to a handling fee as per the Standard Rates of Hilti, available on request.

6.7 Hilti shall not accept the return of any goods unless Hilti has been advised of the prior dispatch of the goods and the original Tax Invoice number has been quoted.

6.8 Notwithstanding the provisions of clause 1 above, all orders or agreed variations to orders, whether orally or in writing, shall be binding and subject to these Standard Conditions of Agreement and may not be revoked by the Customer.

6.9 Hilti shall be entitled in its sole discretion to split the delivery / performance of the goods or services ordered in the quantities and on the dates it decides.

6.10 Hilti shall be entitled to invoice each delivery / performance actually made separately.

6.11 Any delivery note, waybill, time sheet or job card (copy or original) signed by the Customer or a third party engaged to transport the goods and held by Hilti shall be prima facie proof that delivery was made to the Customer.

6.12 The risk of damage to, destruction or theft of goods shall pass to the Customer on acceptance of any order placed in terms of this Agreement and the Customer undertakes to comprehensively insure the goods until paid for in full. Hilti may recover insurance premiums from the Customer for such ordered and uninsured goods.

6.13 Delivery and performance times quoted are merely estimates and are not binding on Hilti.

6.14 If Hilti agrees to engage a third party to transport the goods, Hilti is hereby authorised to engage a third party on the Customer's behalf and on the terms deemed fit by Hilti.

6.15 The Customer indemnifies Hilti against any claims against Hilti that may arise from such agreement in clause 6.14.

6.16 Repair times and repair costs given are merely estimates and are not binding on Hilti.

6.17 Hilti shall repair all new goods at no cost to the Customer within the specified No Cost Period for that tool.

6.18 Repairs to be made to goods after the No Cost Period shall be charged at a limited fixed amount which is the Repair Cost limit typically a fixed percentage of the then current list price of corresponding or equivalent tool except on items specifically indicated otherwise.

6.19 Repairs are subject to a 3 months warranty (parts and labour included), except on items specifically indicated otherwise.

6.20 Any item handed in for repair may be sold by Hilti to defray the cost of such repairs if the item remains uncollected within 4 weeks of the repairs being completed.

6.21 The Customer acknowledges and accepts that Hilti may suspend the no cost period or repair warranty should any values be overdue for more than 31 days without payment and no items for repairs will be booked in during this time.

6.22 The Customer acknowledges all copyrights and shall not duplicate copyrighted material and that each infringement attempt shall immediately render the full prevailing price payable to Hilti.

6.23 The Customer shall indemnify Hilti against any claims, costs and expenses arising out of the infringement of copyright, patent, trademark or design supplied by the Customer.

6.24 In the event of Customers ordering goods online, the Customer shall be entitled to exercise a cooling-off right within 7 days of receiving the goods in terms of section 44 of the ECT Act. The Customer shall be liable for the cost of returning the goods.

7.1 New goods are guaranteed according to the Manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded.

7.2 Liability under clause 7.1 is restricted to the cost of repair or replacement of faulty goods or services or granting of a credit at the sole discretion of Hilti.

7.3 No claim under this Agreement shall arise unless the Customer has, within 14 days of an alleged breach of contract and/or defect occurring, given Hilti written notice by prepaid registered post of such breach or defect, and has afforded Hilti at least 30 days to rectify such defect or breach.

7.4 The Customer shall return any defective moveable goods to the premises of Hilti at the Customer's own cost and packed in the original or suitable packaging and all risks for the duration of repair remain with the Customer.

7.5 All guarantees are immediately null and void should any goods be tampered with or should the seals on goods be broken by anyone other than Hilti or should the goods be used or stored outside the Manufacturer's specifications. Hilti can't be responsible of an accident occurring with a modified tool, especially if a part of the tool was not provided by Hilti (e.g. cable, plug, safety part, consumables etc.)

7.6 Any item delivered to Hilti shall serve as pledge in favour of Hilti for present and past debts and Hilti shall be entitled to retain or realise such pledges as it deems expedient at the value as determined in clause 15.1. The sworn or realised value of pledged goods will be offset against the Customer's debts any excess balance will be paid to the Customer.

8.1 Under no circumstances shall Hilti be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever whether caused negligently or innocently.

8.2 The Customer hereby indemnifies Hilti against any and all liability, loss, damage or claim of any nature suffered by any third party in relation to any act or omission by the Customer or the Customer's members, employees, representatives, agents or assigns or any third party in relation to the goods and the use thereof and/or arising from the provisions of these Standard Conditions of Agreement.

8.3 The Customer acknowledges that in any instance where it is found Hilti is liable to the Customer, Hilti's aggregate liability to the Customer shall not exceed the Purchase Consideration in respect of each item.

8.4 Under no circumstances shall Hilti be liable for any damage arising from any misuse, abuse or neglect of the goods or services.

9.1 Delivery of goods or services to the Customer shall take place at the place of business of Hilti.

9.2 If the Customer or its agent fails to take delivery of the goods, or in any way delays the delivery of the goods, the Customer shall be liable to pay all costs of storing, insuring and handling the goods until delivery takes place.

10.1 The Customer agrees that the amount contained in a Tax Invoice issued by Hilti shall be due and payable unconditionally (a) cash on order; or (b) if the Customer is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice was issued by Hilti.

10.2 The Customer agrees to pay the amount on the Tax Invoice at the offices of Hilti.

10.3 The risk of payment by cheque through the post rests with the Customer.

11.1 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by Hilti, reduced to writing and signed by the Customer and a duly authorised representative of Hilti.

11.2 The Customer is not entitled to set off any amount due to the Customer by Hilti against this debt.

11.3 No settlement discounts will be granted under any circumstances.

12.1 The Customer agrees that the amount due and payable to Hilti may be determined and proven by a certificate issued and signed by any director or manager of Hilti, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.

12.2 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 25 of 2002 have not been met.

13.1 The Customer agrees that interest shall be payable at the maximum legal interest rate prescribed by the National Credit Act 34 of 2005 on any moneys past due date to Hilti and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order.

13.2 The Customer expressly agrees that no debt owed to Hilti by the Customer shall become prescribed before the passing of a period of six years from the date the debt falls due.

14.1 The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 10.1 above in the case of a Credit Approved Customer; Hilti is: (i) entitled to immediately institute action against the Customer at the sole expense of the Customer; or (ii) to cancel the Agreement and take possession of any goods delivered to the Customer and claim damages. These remedies are without prejudice to any other right Hilti may be entitled to in terms of this Agreement or in law. Hilti reserves its right to stop supply immediately on cancellation or on non-payment.

14.2 A Credit Approved Customer will forthwith lose this approval when payment is not made according to the conditions of clause 10.1(b) and all amounts then outstanding shall immediately become due and payable.

14.3 Hilti shall be entitled to withdraw credit facilities at any time within its sole discretion.

15.1 In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed or retained pledged goods shall be deemed to be the value placed on them by any sworn valuator after such repossession, and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.

15.2 In the event of cancellation of the Agreement by Hilti, it shall be entitled to repossess any goods that have been delivered to the Customer and remains unpaid by the due date.

15.3 In the event of cancellation of the Agreement by Hilti, it is entitled not to produce any unmade balance of a contract and to recover any loss sustained thereby from the Customer.

16.1 All goods supplied by Hilti remain the property of Hilti until such goods have been fully paid for whether such goods are attached to other property or not.

16.2 The Customer is not entitled to sell or dispose of any goods unpaid for without the prior written consent of Hilti.

The Customer shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of Hilti in the goods.

17.1 The Customer shall be liable to Hilti for all legal expenses on the attorney-and-own-client scale incurred by Hilti in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this Agreement. The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that Hilti may demand.

17.2 The Customer agrees that Hilti will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the Law of the Supreme Court 59 of 1959.

18. The Customer agrees that no indulgence whatsoever by Hilti will affect the terms of this Agreement or any of the rights of Hilti and such indulgence shall not constitute a waiver by Hilti in respect of any of its rights herein. Under no circumstances will Hilti be estopped from exercising any of its rights in terms of this Agreement.

19. The Customer hereby consents that Hilti shall have the right to institute any legal action in either the Magistrate's Court or the South Gauteng High Court at its sole discretion. These South African courts shall have exclusive jurisdiction in any litigation between the parties arising from whatsoever source.

20.1 Any document shall be deemed duly presented to and accepted by the Customer (i) within 5 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers; or (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (iv) within 48 hours if sent by overnight courier or (v) within 7 days of being sent by surface mail; or (vi) within 24 hours of being e-mailed to any e-mail address provided by the Customer.

20.2 The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (domicilium citandi et executandi) of any Director (in the case of a company), Member (in the case of a close corporation) or of the Owner(s) or Partner(s).

20.3 The Customer undertakes to inform Hilti in writing within 7 days of any change of Director, Member, Shareholder, Owner or Partner or address or 14 days prior to selling or alienating the Customer's business and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, Hilti reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.

20.4 The Customer hereby consents to the storage and use by Hilti of the personal information that it has provided to Hilti for establishing its credit rating and to Hilti disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Hilti will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.

20.5 The Customer hereby consents that Hilti can provide personal information of the Customer to third parties, if the Customer has indicated Hilti as a trade reference to third parties and the Customer agrees that Hilti will not be liable for the good faith disclosure of any of this information to such third parties.

20.6 The Customer hereby agrees that the credit facility is a variable credit facility and that Hilti shall be entitled to increase its credit limit from time to time.

21. The Customer agrees to the Standard Rates of Hilti for any goods or services rendered, which rates may be obtained on request.

22. Each provision of this Agreement is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.

23. Any order is subject to cancellation by Hilti due to acts of God or any circumstance beyond the control of Hilti, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

24. Any order is subject to cancellation by Hilti if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.

25. The Customer agrees that Hilti will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 23 or 24 occur.

26. If the National Credit Act 34 of 2005 is applicable the following clauses shall not be applicable to this Agreement: clause 5.1, clause 19 and clause 20.6.

27. If the Consumer Protection Act 68 of 2009 is applicable the following clauses shall not be applicable to this Agreement: clauses 5.1, 6.2, 6.4, 6.9, 7.1, 7.2, 7.3, 7.4, 7.5, 8.1, 11.2, 13.2, 17.1, 19, 20.1, 20.2, 20.6.

28. This Agreement and its interpretation is subject to South African law.

**Please sign here:**



SECTION E: Fleet Agreement

Fleet Management Agreement between:

Hilti (South Africa) Pty Limited
Hilti Building | 2 Tugela Lane | Waterfall Logistics Precinct | Corner Bridal Veil Road and R101 | Jukskei View | 2090
Vat Number: 4730109107
Telephone: (011) 237 3000
Fax: (011) 237 3035
(referred to below as "Hilti")

and

Customer Number:
Tradeing Name:
Address:
Telephone:
Contact:
Email Address:
(referred to below as "Customer")

Object of Agreement

The parties hereby establish a tool Fleet Management agreement "Agreement", whereby Hilti will provide to the customer various Hilti tools "Contractual Products", selected by the customer according to the terms and conditions of this Agreement as specified on the reverse side of this page. This Agreement is a framework agreement for the Contractual Products, which includes usage, loan tool service repair, maintenance and exchange. Contractual products, usage time, monthly usage fee and payments that are subject to this Agreement are defined in the tool list.

Annexures to the Agreement: Tool list as per order confirmations recieved

The customer hereby agrees to pay a total monthly usage fee for the contractual products during the entire usage time and to return the Contractual Products at the exchange date as specified in the tool list.

Easy payment by direct debiting:
Debit order instruction mandatory for a Fleet Agreement:
The customer revocably authorizes Hilti to debit the account stated below with the Total Monthly Usage Fee at the beginning of each month. The bank of the customer is authorized to effect the payment from the customers account as stated below to Hilti. The bank is not obligated to conduct the payment, especially not if the account is in lack of sufficient funds to cover the payment. Duly debited payments can not be revoked without the consent of the payee.

Account Holder:

Bank Name Bank Code Bank Account Number

Authorized Signature: Capacity/Designation:

Amount of credit required for Fleet Account:

I/WE THE UNDERSIGNED, ON BEHALF OF WARRANT THAT THE ABOVE DETAILS COMPLETED ARE CORRECT AND THAT I/WE HAVE READ AND UNDERSTOOD ALL THE CONDITIONS OF SALE, AGREE TO THE STANDARD TERMS AND CONDITIONS IN REGARD TO ITEMS LEASED FROM HILTI (SOUTH AFRICA)(PTY)LTD

NAME (IN BLOCK LETTERS) SIGNATURE DATE

DESIGNATION: WHO HEREBY ATTESTS THAT HE/SHE IS AUTHORISED HERETO

ID NUMBER:

IN THE EVENT OF ANY DEFAULT BY THE CUSTOMER OF ANY PROVISION OF THIS AGREEMENT, THE CUSTOMER HEREBY CONSENTS AND AUTHORISES HILTI S.A. (PTY) LTD TO FURNISH THE NAME, CREDIT RECORD AND REPAYMENT HISTORY OF THE CUSTOMER TO ANY CREDIT BUREAU AS A DELINQUENT DEBTOR .IT IS ALSO AGREED THAT THE COMPANY MAY USE ANY MEANS TO VERIFY THE INFORMATION CONTAINED IN THIS DOCUMENT

Please sign here: [Signature Box]

Terms and Conditions – Fleet Agreement

1 Products  
Contractual Products are defined as individual tools used predominantly in the construction trade which are supplied by Hilti for a predetermined fixed term in exchange for a fixed monthly usage fee. The Tool List is defined as the complete list of Contractual Products which have been supplied by Hilti to a particular customer. The Tool List is amended from time to time when new Contractual Products are supplied or when existing products are removed due to expiration, theft or damage. Each Contractual Product supplied by Hilti shall be treated in isolation from the other Contractual Products on the Tool List. All Contractual Products shall be subject to the terms and conditions of this agreement (Tool Agreement) and shall be specified individually in the Hilti Tool List. The services offered (Sections 2 & 3) by Hilti in respect of Contractual Products will only be valid for the duration of the contract of the specific Contractual Product

2 Base Services

2.1 Repair and Maintenance

3.1.1 Repairs to Contractual Products may only be performed by Hilti. Hilti shall provide the following services in respect of individual tools, specified on the Tool List: repairs and maintenance of Contractual Products including collection, spare parts, labour, delivery, standard safety checks and laser calibrations. All batteries and chargers will be included under this arrangement. Note: all noncontractual Products such as consumables, pistons and buffers for DX tools are excluded.

3.1.2 The costs shall be borne by Hilti unless and except otherwise set forth in this agreement. The customer is responsible for the cost of any service and/or maintenance of Contractual Products not properly used or otherwise treated beyond that set forth therein (paragraph 8).

2.2 Tool Exchange (paragraph 7)  
Hilti reserves the right to exchange any Contractual Product specified on the Tool List at a mutually-agreed exchange date.

2.3 Uneconomical Repair  
In the event of a Contractual Product being deemed uneconomical to repair, Hilti reserves the right to scrap / dispose of the product immediately, which will in turn, terminate the billing process of that particular Contractual Product on the Tool List. Hilti further reserves the right to make an offer for a replacement Contractual Product.

3 Premium Services

3.2 Loan Tools:

3.2.1 The customer can request that an equivalent loan tool be supplied by Hilti, if the original Contractual Product sent in for repair is not returned within five working days. Upon return of the original repaired Contractual Product, the loan tool must be returned to Hilti immediately. If the return is delayed, a market related daily rental fee will be charged. Loan tools must be used according to Section 8.

3.2.2 The cost of supplying this service is included in the monthly usage fee of the particular Contractual Product and is payable by the customer.

3.3 Theft Coverage

3.3.1 A theft coverage deductible is included in the monthly usage fee. The customer agrees to report any incidents of theft to the South African Police Services and forward a copy of the police report to Hilti. The police report must stipulate the tool type and serial number of the stolen tool. The onus is on the customer to supply the Police Services with such information.

3.3.2 In the event of theft, and provided the customer has submitted a copy of the police report to Hilti, the customer shall pay over a deductible equal to 50% of the cumulative future payments in respect of the stolen Contractual Product. The cumulative future payments are equal to the sum of the remaining future monthly usage fees in respect of the Contractual Product that would have been paid over until the termination date of the tool agreement, plus an amount equal to the late collection fee (please refer to section 7.3) and less applicable service fees for the respective Contractual Product. This 50% deductible does not in any manner or form, constitute payment towards replacement of the stolen Contractual Product. Should the customer wish to replace the stolen Contractual Product, all provisions of Paragraph 6 will apply.

3.3.3 The 50% deductible, as per Paragraph 3.3.2 will only apply if the total value of Contractual Products, stolen during any consecutive twelve month period does not exceed 25% of the net list price of all Contractual Products on the Tool List at the date of the theft (maximum theft quota). Should the sum of the cumulative future payments exceed the maximum theft quota value, the provisions of Paragraph 3.3.2 will no longer apply, but will instead be replaced by the provisions set out in Paragraph 9. Hilti reserves the right to calculate all values when determining the maximum theft quota - no calculations from other sources will be considered.

3.3.4 Pre-condition for the theft coverage is the activation of TPS on all Contractual Products with the TPS functionality. Hilti reserves the right to check whether TPS is activated on the Contractual Products.

3.3.3 Theft coverage is not valid in case of negligence or wilful misconduct on the part of the customer, its employees or sub-contractors. Lost or damaged Contractual Products are not covered with theft coverage. In such cases Paragraphs 8 and 9 of this agreement will apply.

4 Terms of Agreement

4.1 This Agreement becomes effective when signed by both parties, and shall remain in effect until all individual Tool Agreements have expired. Notwithstanding the foregoing, this Agreement may be terminated with immediate effect by a party at any time in writing, by registered letter addressed to the other party, in the event of the following:

- c) the other party breaches a material term of the Agreement and fails to remedy such breach within 30 days of its notification to the other party. Failure to make timely payments is considered a material breach; or
- d) the other party becomes insolvent (bankrupt), seeks deferred payment authorization, commences liquidation or otherwise enters into such proceedings with creditors in or out of court; or
- e) the present ownership conditions of the other party changes significantly or control over the other party, or a significant part of its share holding interests, passes to other natural or legal persons and the first party can not be reasonably expected to accept this change.

4.2 Upon termination of this agreement for any reason whatsoever, the customer shall immediately return all Contractual Products to Hilti, in good condition (ordinary wear and tear excepted). In addition, if this agreement is terminated by Hilti pursuant to paragraph a), b) or c) above, an amount equal to the total cumulative future payments for the remaining term of the tool agreement shall become immediately due and payable. The customer will also be liable for all costs associated with the return of the Contractual Product.

5 Monthly Usage Fee  
The customer's single monthly payment to Hilti (Total Monthly Usage Fee) shall be calculated by combining the monthly usage fee of all individual Contractual Products (consisting of usage and applicable service fees) as set forth in the Tool List. The Tool List shall be modified when individual tools are added, removed, or exchanged. Once an individual tool agreement is established between the parties there will be no increase in the monthly usage fee for such tool during the term of that tool agreement, providing that provisions of Paragraph 11.4 have been met.

6 Fleet Expansions  
The customer has the option to add any Hilti tool to this agreement, with Hilti's prior written approval, at any point of time after the effective date of its tool agreement, incorporating the then actual terms and conditions herein or any additional terms and conditions that Hilti may prescribe, creating a new tool agreement. The respective total monthly usage fee shall be re-calculated and specified according to paragraph 5.

7 Ongoing Fleet Exchange

7.1 Exchange Cycle  
In agreement with the customer all Contractual Products, where contractual usage time has expired, may be exchanged quarterly and could lead to a usage time prolongation of up to 2 months according to the Tool List. The Monthly Usage Fee will be further charged for the respective Contractual Products until expiry of the extended exchange date.

7.2 New Contractual Product  
Latest 30 days prior to the exchange date of a Contractual Product Hilti may offer a new Hilti tool based on the customer's current needs at Hilti's then applicable terms and prices. Upon the customer's confirmation a new tool agreement will be concluded in relation to the new Hilti tool.

7.3 Return of Contractual Product  
On the exchange date, the customer shall return the respective Contractual Product(s) to Hilti within sixty (60) days, and, if all associated monthly usage fees accrued have been paid, the tool agreement in respect of each such Contractual Product shall be terminated. If the customer does not return the tool within sixty days to Hilti, there will be a late collection fee charged to the customer amounting to 10% if the respective Contractual Product's current list price. The Contractual Product remains the property of Hilti and will be retained by Hilti, if returned at a later point of time. There is no purchase option for the customer in relation to the Contractual Product.

8 Uses  
Contractual Products shall be used for their intended purpose only, in strict compliance with the operating instructions and other instructions issued by Hilti. Where damage is caused by improper use, or use other than the intended purpose, the customer shall be liable for the loss or damage. Contractual Products shall only be used with the corresponding insert tools, parts, accessories and consumables of Hilti or with other products of equivalent quality.

9 Lost and stolen products

9.1 Subject to paragraph 3.2, in case of lost or stolen Contractual Products, the customer shall pay Hilti an amount equal to all future unpaid monthly usage fees plus an amount equal to the late collection fee as defined in paragraph 7.3.

9.1.1 Hilti may immediately make an offer for the customer to use a new Contractual Product.

9.2 In cases when loan tools are lost or stolen the customer will be charged 20% of the then actual list price. As per paragraph 3.2 a police report is required in the case of theft.

10 Ownership  
Contractual Products remain the property of Hilti. The customer commits to keep Contractual Products free from claims by third parties, not to pledge, encumber, or hypothecate them, or permit any lien to attach to them. The customer further agrees to inform Hilti immediately of any claim on the Contractual Products made by any third party. The customer shall be responsible for the cost of defence against any such claim by third parties.

11 Additional provisions

11.1 Subject to paragraph 11.7 and 11.4, amendments and additions to these terms and conditions are not allowed.

11.2 All premium services, usage times and fees for the Contractual Products as specified in the Tool List are deemed to be accepted by the customer, if not refused by the customer in writing within 30 days of delivery of respective products.

11.3 In the event of any conflict between the terms of the attachments and this agreement, the agreement shall take precedence.

11.4 Hilti reserves to amend the monthly usage fees for Contractual Products placed under contract as from May 01<sup>st</sup> 2010 as set forth in the Tool List according to the applicable published South African Reserve Bank Consumer Price Index (CPI). Such revisions may be made by Hilti at any time if the respective index exceeds 12% within any consecutive 12 month period.

11.5 Where provisions of this agreement now or later become invalid, this shall not affect the validity of the remainder of the 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.

11.6 A customer may not assign its rights and/or transfer its obligations under this agreement to a third party without Hilti's prior written consent. Notwithstanding the foregoing, Hilti shall at any time have the right, without consent of the customer, to assign any receivables arising under this agreement and all security and ancillary rights relating hereto to any third party.

11.7 Hilti reserves the right to modify the terms and conditions of this agreement at any time. The modified terms and conditions of this agreement will be disclosed to the customer in writing and shall be deemed to be accepted by the customer, if not refused by the customer in writing within 10 days of its receipt.

11.8 The customer is not entitled to set off possible claims against Hilti or of third parties to whom Hilti has assigned its rights and/or transferred its obligations under this agreement against the claims of Hilti or such third parties against such customer.

11.9 Subject to the terms and conditions of this agreement, the Hilti General Terms and Conditions shall apply.

Please sign here:

