



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 1Million	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:	
OFFICE USE ONLY:		
Accepted / Approved By:	Date:	Credit Limit Assigned:
Am Code:	Am Name:	Itc Code:



STANDARD CONDITIONS OF AGREEMENT

1. Object of agreement
- 1.1. 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 authorized representative of Hilti; (b) this Agreement will govern all future contractual relationships between the parties relating to the subject matter contained herein; (c) this Agreement is applicable to all existing debts and future debts between the parties arising from the subject matter contained herein; (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. Terms of agreement
- 2.1. This Agreement only becomes final and binding on receipt and acceptance of this offer by a duly authorized representative of Hilti at its business address in Midrand.
- 2.2. Any order only becomes final and binding on receipt and acceptance of such order by a duly authorized representative of Hilti at its business address per clause 2.1, whether in whole or in part.
- 2.3. The signatory hereby binds himself / herself in his / her personal capacity as Director (in the case of a company) or Member (in the case of a close corporation) 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.
3. Representations
- 3.1. The Customer acknowledges that it does not rely on any representations made by Hilti regarding 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.
- 3.2. The Customer agrees that neither Hilti nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.
- 3.3. It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purposes of intended use.
- 3.4. The Customer agrees to pay all additional costs resulting from any acts or omissions by the Customer including, but not limited to, a suspension of work, modification of requirements, failure or delay in giving required to enable work to proceed on schedule or requirements that work be completed earlier than agreed.
- 3.5. 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.
4. Quotations
- 4.1. All quotations will remain valid for a period of 7 days from the date of the quotation.
- 4.2. 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.
- 4.3. 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.
- 4.4. 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.
5. Returns
- 5.1. 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.
- 5.2. 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.
- 5.3. 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.
- 5.4. Any return of consumable goods used and/or expired shall be subject to a charge for disposal per Standard Rates of Hilti, available on request.
- 5.5. Chemical products (with an expiry date) cannot be accepted back.
6. Variations to orders
- 6.1. 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.
7. Delivery
- 7.1. 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.
- 7.2. Hilti shall be entitled to invoice each delivery / performance actually made separately.
- 7.3. 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 of the correct quantity and quality of the item was made to the Customer, and the Customer shall be precluded from making any claim against Hilti in connection with any short or incomplete delivery.
- 7.4. 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.
- 7.5. Delivery and performance times quoted are merely estimates and are not binding on Hilti.
- 7.6. If Hilti agrees to engage a third party to transport the goods, Hilti is hereby authorized to engage a third party on the Customer's behalf and on the terms deemed fit by Hilti.
- 7.7. The Customer indemnifies Hilti against any claims against Hilti that may arise from such agreement in clause 7.6.
- 7.8. All goods to be delivered shall be dispatched and carriage paid by the Customer and shall be subject to a delivery fee as per the Standard Rates of Hilti, available on request.
- 7.9. Where the Customer requests that delivery be suspended or delayed to a date later than that originally requested, Hilti shall be entitled to charge the Customer a reasonable fee for the storage of such goods.
- 7.10. Hilti is entitled to withhold delivery of goods if the Customer has not made payment of amounts due in respect of previous orders.
8. Repairs
- 8.1. Repair times and repair costs given are merely estimates and are not binding on Hilti.
- 8.2. Hilti shall repair all new goods at no cost to the Customer within the specified no cost period for that tool.
- 8.3. 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 of maximum 40 percentage of the then current list price of corresponding or equivalent tool except on items specifically indicated otherwise.
- 8.4. As part of our quality guarantee: For 3 months after every paid repair, the Buyer may be entitled to a replacement of the product in accordance with the contract subject to/at Hilti's sole discretion/ according to Hilti's reasonable satisfaction with regards to the Goods
- 8.5. Any item handed in for repair may be sold by Hilti to defray the cost of such repairs if the item remains uncollected within 30 days of the repairs being completed, including tools not collected that were sent back unrepaired.
- 8.6. All tools submitted for repair must be collected from designated Hilti Center within 30 days from the date of delivery after which Hilti shall not be accountable with regard to the loss or damage of the tool.
- 8.7. Hilti reserves the right to dispose of at its own discretion any uncollected tools remaining in Hilti possession for more than 3 (three) months after services rendered date.
- 8.8. Tools subject to unapproved quotations or where the quotation has expired will be returned to the customer in a disassembled state and if in the event that any customer rejected the tool, Hilti has the right to scrap the tool without any further notification.
- 8.9. The Customer acknowledges and accepts that Hilti may suspend the no cost period or repair warranty period should any amount due by the Customer to Hilti be overdue for more than 31 days without payment and no items for repairs will be booked in during this time.
9. Limitation of liability
- 9.1. If the Customer establishes to Hilti's reasonable satisfaction within 12 (twelve) months of the date of delivery of the Goods that there is a defect in the Goods supplied not in accordance with this Agreement, then Hilti shall, given the reasonable opportunity to examine the Goods and at its sole discretion within a reasonable time (i) repair such defect free of charge to the Customer (including all transportation costs to and from the Customer for that purpose); or (ii) replace such Goods in accordance with this Agreement; or (iii) issue a credit note to the Customer in respect of the whole or part of the order price, failing which the goods shall be deemed to be complete in all respects and without defects, and the Customer shall be precluded from making any claim against Hilti in connection with the defective goods
- 9.2. Hilti's liability under this contract shall not exceed the purchase price of the Goods and performance of any one of the above shall constitute an entire discharge of Hilti's liability under this Agreement.
- 9.3. Subject to clause 9.1 above, Goods are guaranteed according to the Manufacturer's product specific warranties only and all other warranties including common law warranties are hereby specifically excluded.
- 9.4. Liability under clause 9.3 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.
- 9.5. The Customer agrees that the provisions of Conditions 9.1, Conditions 9.2 and this Condition 9.5 set out the entire financial of Hilti (including for the acts and omissions of its employees, agents and sub-contractors) to the Customer and the exclusive remedies of the Customer against Hilti in respect of any breach of these conditions; and any use made by the Customer of any of the Goods.
- 9.6. Hilti shall not be liable to the Customer for any economic loss of whatever nature (direct or indirect), including without limitation loss of anticipated profits, loss of actual profits (direct or indirectly) loss of turnover or revenue, loss of business, loss of production or opportunity, loss of data, depletion of goodwill or otherwise howsoever arising.
- 9.7. Notwithstanding any other provision contained in these Conditions, Hilti does not in any manner whatsoever exclude or limit its liability if and to the extent that such liability: (i) arises out of the fraud or fraudulent misrepresentation of Hilti; or (ii) in is respect of death or personal injury caused by negligence of Hilti; and cannot be legally excluded or limited.
- 9.8. No claim under this Agreement shall arise unless the Customer has, within 14 days of an alleged breach of Agreement and/or defect occurring, given Hilti written notice by prepaid registered post to Hilti's head office of such breach or defect, and has afforded Hilti at least 30 days to rectify such defect or breach.
- 9.9. All guarantees and warranties 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 cannot 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.)
- 9.10. Under no circumstances shall Hilti be liable to the Consumer for any economic loss of whatever nature (direct or indirect) including without limitation loss of anticipated profits, loss of actual profits (direct or indirect), loss of anticipated savings, loss of business and any indirect, special or consequential loss or damage, howsoever arising..
10. Copyrights
- 10.1. The Customer acknowledges all intellectual property rights, including but not limited to copyright, patents, designs and trade marks, owned by Hilti in respect of its products, know how and goodwill, whether registered or unregistered in South Africa and abroad, and shall not cause or, where preventable, permit anything to be done (or, as the case may be, not done) which may infringe, damage or endanger the intellectual property rights of Hilti.
- 10.2. The Customer indemnifies Hilti against any claims, costs and expenses arising out of the infringement of copyright, patent, trademark or design supplied by the Customer.
11. Online purchases
- 11.1. 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.
12. Indemnity
- 12.1. 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.
- 12.2. Subject to applicable consumer laws, the total aggregate liability of Hilti arising out of, or in connection with the performance or contemplated performance of this Agreement whether for negligence or breach of this Agreement or any case whatsoever shall in no event exceed 100% of the price paid or payable by the Customer under this Agreement.
13. Other provisions
- 13.1. 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 realize such pledges as it deems expedient. The sworn or realized value of pledged goods will be offset against the Customer's debts any excess balance will be paid to the Customer.
- 13.2. Under no circumstances shall Hilti be liable for any damage arising from any misuse, abuse or neglect of the goods or services, after delivery to the Customer. Hilti shall not be held liable for inappropriate use, incorrect operation, improper or negligent handling, in particular undue strain, inappropriate working stock, as well as chemical, electro-chemical or electrical influences, and alteration or repair of the goods by either the Customer or third parties which cannot be demonstrably be traced back to faulty manufacture. Furthermore, Hilti shall not be held liable under any circumstances for any special designs, or new designs, springs, flexible drives or other parts which are explicitly declared to be not subject to liability in the quotation.
- 13.3. Delivery of goods or services to the Customer shall take place at the place of business of Hilti, unless otherwise agreed to in writing between the parties.
- 13.4. 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.
- 13.5. 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.
- 13.6. The risk of payment by cheque through the post rests with the Customer.
- 13.7. 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 authorized representative of Hilti.
- 13.8. The Customer is not entitled to set off any amount due to the Customer by Hilti against payment in accordance with this Agreement.
- 13.9. No settlement discounts will be granted under any circumstances.
- 13.10. 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.
- 13.11. 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.
- 13.12. 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.
- 13.13. 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.
- 13.14. The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 13.13 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.
- 13.15. A Credit Approved Customer will forthwith lose this approval when payment is not made according to the conditions of clause 13.15 and all amounts then outstanding shall immediately become due and payable.
- 13.16. Hilti shall be entitled to withdraw credit facilities at any time within its sole discretion.
- 13.17. 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.
- 13.18. In the event of cancellation of this Agreement and the repossession of goods by Hilti, 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.
- 13.19. 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, and notwithstanding that the goods may have been purchased for resale.
- 13.20. 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.
- 13.21. 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 regarding 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.
- 13.22. 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.
- 13.23. 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.
- 13.24. 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.
- 13.25. 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 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.
- 13.26. 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).
- 13.27. 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.
- 13.28. 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 third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.
- 13.29. 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.
- 13.30. 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.
- 13.31. The Customer agrees to the Standard Rates of Hilti for any goods or services rendered, which rates may be obtained on request.
- 13.32. 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.
- 13.33. 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.
- 13.34. 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.
- 13.35. The Customer agrees that Hilti will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 13.34 or 13.35 occur.
- 13.36. If the National Credit Act 34 of 2005 is applicable the following clauses shall not be applicable to this Agreement: clause 3.2, clause 13.25 and clause 13.31.
- 13.37. If the Consumer Protection Act 68 of 2009 is applicable the following clauses shall not be applicable to this Agreement: clauses 3.2, 4.2, 4.4, 7.1, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 10.10, 13.9, 13.14, 13.22, 13.25, 13.31, 13.26, 13.27, 13.31.
- 13.38. This Agreement and its interpretation is subject to South African law.



Fleet Management Credit Application & Framework Agreement between

Hilti South Africa (Pty) Ltd
 Hilti Building | 2 Tugela Lane | Waterfall Logistics Precinct
 Corner Bridal Veil Road and R101 | Jukskei View | 2090
 P.O. Box 5588 | Halfway House | 1685
 Vat Number: 4730109107
 Telephone: (011) 237 3000
 Fax: (011) 237 3035

Customer Number: _____
 Name / Company: _____
 Address: _____
 Telephone: _____
 Contact Person: _____
 Email Address: _____

(referred to below as "Hilti")

(referred to below as "Customer")

Object of Agreement

Hilti and Customer hereby enter into this Fleet Management Framework Agreement ("Agreement") which regulates the provision of selected Hilti fleet tools ("FM Tools") and Premium Tool Pool Tools ("PTP Tools") as well as related fleet management services ("FM Services") by Hilti to Customer. FM Tools covered by this Agreement are listed in the ("Tool List"). The Tool List shall be modified when FM Tools are added, removed, or exchanged.

Annexures to the Agreement: Tool List (as per order confirmations received)

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.

NAME (IN BLOCK LETTERS)

SIGNATURE

DATE

CAPACITY/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 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.



Fleet Management Framework Agreement between

Hilti South Africa (Pty) Ltd
 Hilti Building | 2 Tugela Lane | Waterfall Logistics Precinct
 Corner Bridal Veil Road and R101 | Jukskei View | 2090
 P.O. Box 5588 | Halfway House | 1685
 Vat Number: 4730109107
 Telephone: (011) 237 3000
 Fax: (011) 237 3035

Customer Number: _____
 Name / Company: _____
 Address: _____
 Telephone: _____
 Contact Person: _____
 Email Address: _____

(referred to below as “Hilti”)

(referred to below as “Customer”)

1. Object of the Agreement

Hilti and Customer hereby enter into this Fleet Management Framework Agreement (“**Agreement**”) which regulates the provision of selected Hilti fleet tools (“**FM Tools**”) and Premium Tool Pool Tools (“**PTP Tools**”) as well as related fleet management services (“**FM Services**”) by Hilti to Customer.

2. Tool List and Adding of FM Tools

- FM Tools covered by this Agreement are listed in the “**Tool List**”. The Tool List shall be modified when FM Tools are added, removed, or exchanged.
- To add new FM Tools to the Tool List, Customer places a respective order to Hilti. An individual contract for the ordered FM Tools (“**Tool Contract**”) is concluded upon Customer’s receipt of Hilti’s order confirmation.
- Each Tool Contract is subject to the terms of this Agreement and defines (i) the duration of the Tool Contract for which the respective FM Tool and FM Services will be provided to Customer (“**Tool Period**”) and (ii) the monthly fleet fee payable by Customer for the respective FM Tool (“**Monthly Fleet Fee**”).
- For new FM Tools, the then current terms and prices at the time the Tool Contract is concluded, are applicable.
- The Customer may obtain a then current Tool List setting out Customer’s FM Tools, the respective Tool Periods and Monthly Fleet Fees via its Hilti Online account or from the Hilti Customer Service.
- If Customer does not dispute in writing, a FM Tool added to or removed from the Tool List within 30 days after receipt of the first invoice reflecting such, Customer shall be deemed to have accepted, and shall not dispute, the addition/removal, including the associated Tool Period and Monthly Fleet Fee.
- The initial Tool Period can be extended only as described in clause 8 in which case the Tool Period will be updated accordingly in the Tool List. An early termination of Tool Contracts by Customer is not possible.
- Hilti may require a deposit to be paid by the Customer as a condition precedent to this Agreement and/or any addition of FM Tools (“**Deposit**”). The amount, duration and repayment of such deposit will be agreed by the parties. If all Tool Contracts associated with a Deposit have terminated, if the Deposit has not been forfeited and if Customer is not in breach of this Agreement, Hilti shall return the Deposit to Customer. However, Hilti is entitled at any time to use the Deposit in order to cover any outstanding obligations by Customer under this Agreement. No interest shall accrue to Customer’s benefit, or be paid to Customer, based on Hilti’s receipt and control of the Deposit; and Hilti may commingle any Deposit with any other funds.

3. Delivery and Pick-up of FM Tools and PTP Tools

Date and place for the delivery and pick-up of FM Tools and PTP Tools shall be as agreed between the parties. Delivery is only possible within the country of Hilti’s place of business. Customer needs to ensure that a Customer contact person responsible to confirm delivery is available. Any delivery and/or pick-up times are estimates only and Hilti does not assume any liability in this regard.

4. FM Services

4.1. FM Repair Service

- As part of the FM Repair Service, Hilti will repair (or at Hilti’s discretion replace) FM Tools including pick-up and delivery of the repaired FM Tool. Repair includes necessary exchange of spare parts, batteries and chargers. Customer may request pick-up of FM Tools for repair by Hilti by placing a repair order (e.g. via Hilti Online or with the Hilti Customer Service). Pick-up and delivery details will be agreed between the parties.
- Where a FM Tool is damaged by being accidentally dropped or falling or exposed to water, Hilti will perform a repair in accordance with this clause 4.1, except that Hilti reserves the right to decline a repair in case the damage was caused by intent or gross negligence which is considered Misuse in the sense of clause 9.
- FM Repair Service excludes inserts, consumables and certain other items, a detailed list of such excluded other items is available at the link <https://www.hilti.co.za/content/hilti/META/ZA/en/support/info-center/tool-repair/warranty.html>.
- This list of excluded items may be adjusted by Hilti from time to time. For newly added FM Tools, the list of excluded items published at the time the respective Tool Contract is concluded, is applicable. Customer has to carry the repair or replacement costs for these excluded items.
- The FM Repair Service excludes the repair or replacement of FM Tools damaged due to Misuse as defined in clause 9, and Customer has to carry the repair or replacement costs for such damaged FM Tools.
- FM Tool repairs may only be performed by Hilti, or third parties authorized by Hilti.

4.2. FM Maintenance Service

FM Maintenance Service is provided for FM Tools with the same limitations as the FM Repair Service. FM Maintenance Service means verification of tool accuracy in accordance with manufacturer’s specifications. Note: this does not include calibration according to ISO:IEC 17025 requirements.

4.3. FM Service Conditions

FM Services are only offered within the country of Hilti’s place of business. FM Services may be provided by a Hilti affiliate in other countries upon request but may have a different service scope.



5. Premium Tool Pool Tools

5.1. Loan Tools

Customer may request a loan tool for the time a FM Tool is unavailable due to repair and/or maintenance (“**Loan Tool**”) extending over 3 days, subject to clause 5.3. Customer must return the Loan Tool immediately upon delivery of the repaired FM Tool. Failure to return the Loan Tool will result in the Loan Tool converted to Tools on Demand and Customer will be charged the Daily Tools on Demand Fee defined in clause 5.4 for each day, until the Loan Tool is returned to Hilti.

5.2. Tools on Demand

The Customer can request, or Hilti may offer supplemental Hilti PTP Tools for peak demand periods (“**Tools on Demand**”). Tools on Demand are charged according to the Daily Tools on Demand Fee defined in clause 5.4. Restrictions on the minimum duration and availability of Tools on Demand may apply.

5.3. PTP Tools Conditions

Loan Tools and Tools on Demand are subject to availability and may be in used condition when initially delivered to the Customer. Loan Tools will cover the basic application of the FM Tool to be repaired/maintained, however may not be the exact same tool type.

5.4. Daily Tools on Demand Fee

Customer specific prices may apply, where the different available Tools on Demand Fees may be changed from time to time without notice, prior to Tools on Demand delivered to Customer. The current Tools on Demand Fees can be requested from Hilti.

5.5. Damage, Loss or Theft of PTP Tools

Hilti will provide the FM Tool Repair Service also to PTP Tools, the conditions in clause 4.1 apply accordingly. If a PTP Tool is damaged due to Misuse, Customer shall pay the repair or replacement costs. In case a PTP Tool is lost or stolen, the Customer will be charged for the lost or stolen tool at the time it is reported to Hilti as defined in clause 10.2.

6. Theft Coverage

- In case of theft of a FM Tool, Customer shall provide a copy of the police report and Police Case Number (CAS Number) to Hilti, stating the FM Tool type and serial number.
- Upon receipt of the police report by Hilti, Customer only has to pay a deductible of 50% of the Outstanding Future Payments defined in clause 10.1. (“**Theft Coverage**”). The Tool Contract for the stolen FM Tool is automatically terminated upon Hilti’s receipt of a duly completed police report and no further Monthly Fleet Invoices issued to the Customer.
- Maximum 25% of all FM Tools under this Agreement, measured at net list price, are covered by the Theft Coverage per year (“**Maximum Theft Quota**”). If the cumulated outstanding Monthly Fleet Fees of the FM Tools stolen in the last 12 months exceed the Maximum Theft Quota, no further FM Tools are covered by Theft Coverage.
- The Theft Coverage does not cover (i) cases of negligence or willful misconduct and/or (ii) loss of FM Tools, in both cases Customer shall have to pay the Total Outstanding Future Payments as defined in clause 10.1.

7. Payment of Monthly Fleet Fees

- 7.1. Customer shall make one monthly payment combining all Monthly Fleet Fees for running Tool Contracts (“**Total Monthly Fleet Payment**”). The Total Monthly Fleet Payment shall be due 30 days after Customer’s receipt of Hilti’s invoice. Hilti may adjust payment terms from time to time.
- 7.2. Hilti is only required to deliver the FM Services for so long as Customer remains current with all obligations.
- 7.3. Hilti only accepts direct debit as payment method under this Agreement.

8. Ongoing Fleet Exchange

8.1. Exchange Cycle

- Customer and Hilti may agree to exchange FM Tools monthly/quarterly/half yearly/yearly on a common exchange date for new FM Tools. In this case, the initial Tool Periods for the respective FM Tools shall be extended and Customer shall continue to pay the Monthly Fleet Fees until the common exchange date.
- On the agreed common exchange date, the Customer shall return the FM Tools agreed to be exchanged to Hilti. If the Customer does not return the FM Tools as agreed, the process set out in clause 8.3 applies.

8.2. Replacement of FM Tools

Prior to the end of a Tool Period, Hilti may offer a new Hilti tool at then current terms and prices. Upon Customer’s acceptance, the new tool will be sent to Customer, considered a FM Tool, and an associated Tool Contract shall be initiated. If the new FM Tool is a replacement for a similar tool (which shall be defined by Hilti), the Tool Contract for the replaced FM Tool is automatically terminated upon the replaced FM Tool’s return.

8.3. Tool Period Extension and Return of FM Tools

Customer shall return the FM Tools at the end of the Tool Period to Hilti. If Customer does not duly return a FM Tool, then the FM Tool due to be returned will enter “passive collection,” during which if the FM Tool is received by Hilti for any reason, it shall be treated as having been intentionally returned to Hilti and will not be sent back to Customer. The Tool Period of the relevant FM Tool will be automatically extended on a month-to-month basis until the FM Tool is returned and Hilti will charge the associated Monthly Fleet Fees. Upon return of the FM Tool to Hilti and if all outstanding Monthly Fleet Fees and taxes have been paid, the relevant Tool Contract is automatically terminated.

9. Misuse

FM Tools and PTP Tools 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, repair, or use other than the normal purpose, the Customer shall be liable for the loss, damage or repair costs. FM Tools and PTP Tools shall only be used with the corresponding tool inserts, parts, accessories and consumables of Hilti or with other products of equivalent quality. All tools given for rental will remain subject to the terms of this agreement.

10. Loss of FM Tools and Loss or Theft of PTP Tools

10.1. Loss of FM Tools

In case a FM Tool is lost, the Customer shall pay Hilti the following “**Outstanding Future Payments**”: (total of outstanding Monthly Fleet Fees until the end of the initial Tool Period) minus (applicable service fees for the respective FM Tool until the end of the initial Tool Period) plus a non-collection fee of 20% of the respective FM Tool’s list price applicable at the start of the Tool Contract (“**Non-Collection Fee**”), plus any applicable taxes. If the FM Tool is received by Hilti for any reason after this payment, Hilti will neither return the FM Tool nor the Non-Collection Fee to the Customer.

10.2. Loss or Theft of PTP Tools

In case a PTP Tool is lost or stolen, the Customer will be charged 50% of the list price applicable at the time the loss or theft is reported to Hilti. If the PTP Tool is later received by Hilti for any reason, Hilti will keep the PTP Tool and will not reimburse this payment.



11. Ownership

FM Tools and PTP Tools remain the property of Hilti and Customer shall have no option to purchase a FM Tool after expiry of the Tool Contract. The Customer commits to keep FM Tools and PTP Tools 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 FM Tools and PTP Tools made by any third party. The Customer shall be responsible for the cost of defense against any such claim by third parties.

12. Data Protection

Personal Data shall be processed in line with the Data Processing Agreement attached as Annex 1 to this Agreement.

13. Term of Agreement

13.1. Termination

- This Agreement becomes effective upon acceptance by both parties, and shall remain in effect indefinitely, until terminated by either party according to this clause 13.1.
- This Agreement may be terminated with immediate effect by a party at any time in writing (text form), if:
 - a) the other party breaches a material term of this Agreement and fails to remedy such breach within 30 days of its notification by the other party. Failure to make timely payments (i.e. payment of Monthly Fleet Fee is overdue by at least 30 days) and/or misuse as defined in clause 9 is in particular considered a material breach; or
 - b) 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
 - c) the present ownership conditions of the other party changes significantly or control over the other party, or a significant part of its shareholding interests, passes to other natural or legal persons and the first party cannot be reasonably expected to accept this change; or
- Both parties may terminate the Agreement in writing (text form) with a notice period of 30 days, if there are no running Tool Contracts, PTP Tool contracts and/or outstanding payments open.

13.2. Effect of Termination

Upon termination of this Agreement for any reason, all Tool Contracts and PTP Tool contracts are automatically terminated, and the Customer shall immediately return all FM Tools and PTP Tools to Hilti. In addition, if this Agreement is terminated by Hilti pursuant to clause 13.1 lit. a), b) or c) above, the Customer shall pay the Outstanding Future Payments as defined in clause 10.1 (minus the Non-Collection Fee if the FM Tools are returned to Hilti upon termination) and the Customer shall have to pay the costs for the pick-up and return of the FM Tools and PTP Tools.

14. Miscellaneous

- Unless otherwise regulated in this clause 14, amendments to this Agreement can only be made in writing.
- Hilti may modify the terms of this Agreement at any time as follows: the modified Agreement will be sent by e-mail to the contact e-mail address stated by Customer upon first acceptance of the Agreement. Customer shall be deemed to have accepted the modified Agreement, if not rejected by the Customer in writing within 30 days of its receipt. If Customer does not object in writing to such amended terms before their effective date, this Agreement, and all Tool Contracts and PTP Tool contracts, whether then pre-existing or thereafter added, shall be governed by such amended terms unless otherwise stated; except the Monthly Fleet Fee for pre-existing Tool Contracts may not be amended. In the event Customer objects as set forth above, Hilti may terminate this Agreement and all Tool Contracts with immediate effect, in which case clause 13.2 shall apply.
- Customer must inform Hilti promptly if the contact person stated upon first acceptance of the Agreement changes and state the contact details of a new contact person who is authorized to accept changes to this Agreement. However, Hilti is authorized to also accept orders for new Tool Contracts and for PTP Tools under this Agreement from any other person in the Customer's organization regarding whom Hilti has good reason to believe that such orders are part of their area of responsibility.
- Hilti is entitled to adjust the Monthly Fleet Fees for running Tool Contracts according to the applicable percentage published by the South African Reserve Bank Consumer Price Index (CPI). Such revisions may be made by Hilti at any time after notifying the customer if the respective index exceeds 5% within 12 months.
- 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.
- A party may not assign its rights and/or transfer its obligations under this Agreement to a third party without the other's party prior written consent. Notwithstanding the foregoing, Hilti shall at any time have the right, without any consent of the other party, to assign any receivables arising under this Agreement and all security and ancillary rights relating hereto to any third party.
- The Customer is not entitled to offset possible own claims against claims of Hilti or of third parties to whom Hilti has assigned its rights and/or transferred its obligations under this Agreement.
- This Agreement and its Annexes, Tool Contracts and Tool List include all agreements between the parties with respect to the subject matter of the Agreement, and shall supersede all previous written, oral and implied agreements made between the parties in this respect, unless expressly agreed otherwise in writing.
- Except as otherwise modified herein, Hilti's terms and conditions of sale, available under <https://www.hilti.co.za/content/hilti/META/ZA/en/support/legal/index/terms-conditions.html> are incorporated herein and made a part hereof.

**Annex 1 - Data Processing Agreement
(Controller to Processor)**

This Data Processing Agreement (“**DPA**”) is entered into by and between:

- (i) the Customer, acting as controller (“**Controller**”); and
- (ii) Hilti, acting as processor (“**Processor**”),

each a “**Party**”, together the “**Parties**”.

The terms being used in this DPA shall have the same meaning as under the Agreement and as further specified herein.

PREAMBLE

WHEREAS, under the Fleet Management Agreement (“**Agreement**”) concluded between Processor and Controller, Processor agreed to provide the services as set forth in the Agreement and as further specified in Exhibit 1 to this DPA (the “**Services**”);

WHEREAS, in rendering the Services, Processor may from time to time be provided with, or have access to information which may qualify as personal data within the meaning of the applicable local data protection laws and provisions;

WHEREAS, Controller engages Processor as a commissioned Processor acting on behalf of Controller as stipulated in the applicable local data protection laws and provisions;

NOW, THEREFORE, and in order to enable the parties to carry out their relationship in a manner that is compliant with law, the parties have entered into this DPA as follows:

1. Terminology

For the purposes of this DPA, the terminology and definitions as used by the applicable local data protection laws and provisions shall apply. In addition to that,

- “**Subprocessor**” shall mean any further processor, that is engaged by Processor as a sub-contractor for the performance of the Services or parts of the Services on behalf of Controller provided that such Subprocessor has access to the personal data of Controller exclusively for purposes of carrying out the subcontracted Services on behalf of Controller.
- “**Security Breach**” shall mean a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed which affects the personal data of the Controller covered by this DPA.

Further definitions are provided throughout this DPA.

2. Details of the processing

(a) The details of the processing operations provided by Processor to Controller as a commissioned data processor (e.g., the subject-matter of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects) are specified in Exhibit 1 to this DPA.

3. Obligations and responsibilities of Controller

(a) The Controller is responsible that the processing activities relating to the personal data, as specified in the Agreement and this DPA, are lawful, fair and transparent in relation to the data subjects, as set out in Exhibit 1. The actual personal data being uploaded and/or being made available to Processor are solely steered and monitored by Customer and solely Customer is responsible to have obtained all necessary consents and permissions to conduct such processing in accordance with the applicable data protection laws. In case of any violations hereof, Customer shall indemnify and hold harmless Processor for any and all claims raised against the Processor.

(b) Notwithstanding anything to the contrary in this Agreement, the Controller shall serve as a single contact for the Processor and is solely responsible for the internal coordination, review and submission of instructions or request of other controllers to the Processor. The Processor shall be discharged of its obligation to inform or notify a controller when it has provided such information or notice to the Controller. The Processor is entitled to refuse any instructions provided directly by a controller that is not the Controller similarly. The Processor will serve as a single point of contact for the Controller and is solely responsible for the internal coordination, review and submission of instructions or requests from the Controller to the Processor subprocessor(s).

4. Instructions

- (a) The Processor is obliged to process the personal data only on behalf of the Controller and in accordance with this DPA and the Agreement.
- (b) The Controller's instructions are exhaustively set forth in this DPA and the Agreement.

5. Obligations of Processor

(a) The Processor shall use commercially reasonable efforts that persons authorized by the Processor to process the personal data on behalf of the Controller, in particular the Processor's employees as well as employees of any Subprocessors, have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and that such persons who have access to the personal data process such personal data in compliance with this DPA.

(b) The Processor shall use commercially reasonable efforts to implement and maintain the technical and organizational measures as specified in Exhibit 2. The Processor may amend the technical and organizational measures from time to time, provided that the amended technical and organizational measures are in overall not less protective as those set out in Exhibit 2. Substantial amendments to the technical and organizational measures shall be notified to the Controller.

(c) The Processor shall use commercially reasonable efforts to make available to the Controller any information necessary to demonstrate compliance with the obligations of Processor laid down in the relevant applicable local data protection laws and provisions, and in this DPA.

(d) The Processor shall use commercially reasonable efforts to provide an independent third-party audit report upon Controller`s request, where such audit report shall only be requested once per calendar year and at Controller`s costs.

(e) The Processor is obliged to notify the Controller within 48 hours:

- about any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as by a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation; and
- (i) about any complaints and requests received directly from a data subject (e.g., regarding access, rectification, erasure, restriction of processing, data portability, objection to processing of data, automated decision-making) without responding to that request, unless the Processor has been otherwise authorized by the Controller to do so, or (ii) in case of a Security breach the Processor is becoming aware of.

(f) The Processor shall use commercially reasonable efforts to assist the Controller with its obligation to carry out a data protection impact assessment as may be required by the relevant applicable local data protection laws and provisions and prior consultation as may be required by the relevant applicable local data protection laws and provisions that relates to the Services provided by the Processor to the Controller under this DPA by means of providing the necessary and available information to the Controller, where any extraordinary costs hereto shall be heard by Customer.

(g) The Processor shall use commercially reasonable efforts to not further process the personal data, after the end of the provision of Services, and delete any existing copies unless applicable local data protection laws and provisions requires the Processor to retain such personal data.

6. Data subject rights

(a) The Controller is primarily responsible for handling and responding to requests made by data subjects.

(b) The Processor shall use commercially reasonable efforts to assist the Controller with any appropriate and possible technical and organizational measures to respond to requests for exercising the data subjects' rights which are laid down in the applicable local data protection laws and provisions, where Controller herewith confirms to consider the technical and organizational measures being set forth in Exhibit 2 to be sufficient.

(c) The Controller is obliged to determine whether or not a data subject has a right to exercise any such data subject rights as set out in this Section 6 and to give specifications to the Processor to what extent the assistance specified in Section 6 (b) is required.

7. Subprocessing

(a) Processors may subcontract its obligations under this DPA in compliance with the requirements as set forth herein to Processors' affiliated companies and/or third parties ("Subprocessors"). A list of the Subprocessors engaged with Processors as of the Effective Date of the Agreement is available at https://www.hilti.group/content/dam/documents/pdf/global/2019-12-List%20of%20Subprocessors_Hilti%20Fleet%20Management_EN.pdf and Customer herewith agrees to the engagement of such Subprocessors.

(b) During the Term, Processors will provide at least four (4) weeks prior notice ("Subprocessor Change Notification") to the Customer before authorizing any new Subprocessor ("Subprocessor Change Effective Date"). If Customer disapproves of the engagement of such new Subprocessor, Customer may terminate the Agreement with two (2) weeks written notice, including an explanation of the reasonable grounds for disapproval of the Subprocessor, to the Subprocessor Change Effective Date. If the Customer does not object to the Subprocessor Change Notification in accordance with the foregoing, this shall be deemed as the Customer's acceptance of the new Subprocessor. Processors remain responsible for any Subprocessors' compliance with the obligations of this DPA.

10. Term and termination

The term of this DPA is identical with the term of the Agreement. Save as otherwise agreed herein, termination rights and requirements shall be the same as set forth in the Agreement.

11. Miscellaneous

(a) The Parties are required to comply with those obligations under applicable local data protection laws and provisions and under any other applicable data protection laws that apply, as applicable, to the Controller in its role as data controller or to the Processor in its role as data processor.

(b) If and to the extent necessary to comply with mandatory provisions regarding the commissioning and performance of the Processor under the laws applicable to the Controller, the Parties may require any necessary changes (including amendments) to the provisions of this DPA and its annexes. If the Controller and the Processor are not able to agree upon changes required to meet mandatory legal requirements within thirty (30) days after receipt of the written notice of the mandatory changes, either Party shall have the right to terminate this DPA with thirty (30) days' notice in writing.

(c) In the event of inconsistencies between the provisions of this DPA and any other agreements between the Parties, the provisions of this DPA shall prevail with regard to the Parties' data protection obligations.

(d) In the event of contradicting mandatory local data protection law, mandatory local data protection law shall prevail over any conflicting clauses in the remainder of the DPA, unless expressly called out otherwise in this DPA. For the avoidance of doubt, any provisions in this DPA that do not contradict mandatory local data protection law shall remain valid.

**Exhibit 1 to the DPA
(processing details)**

A) The following categories of data subjects are being processed while offering the Services:

<input type="checkbox"/> customer`s employees and former employees	<input type="checkbox"/> customer`s contacts
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B) The following categories of personal data are being processed by Processor on behalf of Controller while offering the Services:

<input type="checkbox"/> Name, title, functions, gender, language, salutation	<input type="checkbox"/> Personal contact information (eg telephone, e-mail)
<input type="checkbox"/> identification number(s)	<input type="checkbox"/> Billing or payment data
<input type="checkbox"/> Photos or recordings, such as video or phone recordings	<input type="checkbox"/> Free text fields defined by the customer to provide tool labelling and assignment as well as a grouping/splitting of invoices
<input type="checkbox"/> Economic and financial information (income, financial situation, tax situation, etc.)	<input type="checkbox"/> Information related to the contract (contractual relationships, interests in products, services or contracts)
<input type="checkbox"/> bank details (RIB, IBAN, bank card number, transactions)	<input type="checkbox"/> Police reports to apply and process the theft coverage service
<input type="checkbox"/> connection data (IP address, protocols, etc.)	

C) **Special categories of personal data**

The Services are not intended to process special categories of personal data.

D) **Subject-matter of the processing**

Processing activity	Processing time
Collection or registration of data	contract period
Organization or structuring of data	contract period
Hosting or storage of the data	contract period
Adaptation or modification of the data	contract period
Extraction or consultation of data	contract period
Limitation (blocking) of data	contract period
Usage of data	contract period
Deletion or destruction of data	contract period
Support and maintenance of data	contract period

**Exhibit 2 to the DPA
(technical and organizational measures)**

Description of the technical and organizational measures implemented by Processor as verified and confirmed by Controller:

Access Control to Processing Areas

- Data Importer implements suitable measures in order to prevent unauthorized persons from gaining physical access to the data processing equipment where Personal Data is processed or used, in particular:
 - Site access is tracked and documented.
 - Site access is supervised and secured by an appropriate security system and/or security organization.
 - Visitors will be continuously escorted.

Access Control to Data Processing Systems

- Data Importer implements suitable measures to prevent the data processing systems used for the processing of Personal Data from being used or logically accessed by unauthorized persons, in particular:
 - User identification and user authentication methods are in place to grant controlled access to the processing system.
 - Access control and authorizations are defined according to a 'need to have' principle.
 - Data Importer's internal endpoints used to support the software service are protected to prevent unwanted access to the systems and to avoid infiltration of malicious software. This covers technologies as firewalls, antivirus detection, malware detection, intrusion detection and prevention and others. These technologies will be adjusted to new levels based on the overall development in these areas.

Access Control to Use Specific Areas of Data Processing Systems

- Data Importer implements suitable measures within the applications so that the persons entitled to use the data processing system are only able to access the data within the scope and to the extent covered by its access permission (authorization) and that personal data cannot be read, copied or modified or removed without proper authorization, in particular:
 - For Data Importer personnel policies are in place and trained related to the access to personal data.
 - Data Importer informs its personnel about relevant security procedures including possible consequences of breaching the security rules and procedures.
 - For training purposes Data Importer will only use anonymous data.
 - Access to the data is either done from a controlled location or via a controlled network access.
 - End devices used to access the data are protected by up to date client protection mechanisms.

Transmission Control

- Data Importer implements suitable measures to ensure that Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media, and that the target entities for any transfer of Personal Data by means of data transmission can be established and verified (data transfer control), in particular:
 - Control of data transfer between Data Exporter and the Data Importer supplied software service:
 - Data Importer's software services use encryption to ensure confidentiality and integrity/authenticity when transferring data from the Data Exporter to the software service.
 - Control of data transfers between Data Importer and Sub Processors:
 - In addition to the contractual agreed areas, data retrieval is only allowed for dedicated support activities and only for authorized support staff.
 - The authorization process for Data Importer support staff performing data transfers is regulated through a defined process.
 - If data has to be copied to specific media for transport to a 3rd party, these media will be treated with discernment in accordance with the sensitivity of the data.
 - Documented procedures for the secure transfer of Personal Data are established.

Input Control, Processing Control and Separation for different purposes

- Data Importer implements suitable measures to ensure that Personal Data is processed safe and solely in accordance with the Data Exporter's instructions, in particular:
 - Access to data is separated through application security for the appropriate users.
 - The application supports the identification and authentication of users.
 - Application roles and resulting access is based on roles based on the function to be executed within the application.
 - When reasonable and feasible, Data Importer may implement in their software controls to validate data input and/or to track usage or modification of data.