



Fleet Management Framework Agreement between

Hilti South Africa (Pty) Ltd
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(referred to below as “Hilti”)

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.

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

(referred to below as “Customer”)

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.