



Quote: 1155863

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Sold-to ID: 24222009
Sold-to Address:
MAHARISHI MARKANDESHWAR UNIVERSITY
VILLAGE MULLANA
AMBALA 133207

Ship-to Address:
MAHARISHI MARKANDESHWAR UNIVERSITY
MM UNIVERSITY
SADOPUR
AMBALA CANTT 133201

Bill-to Address:
Trade Name: MAHARISHI MARKANDESHWAR
UNIVERSITY
MAHARISHI MARKANDESHWAR UNIVERSITY
VILLAGE MULLANA
AMBALA 133207

Created on: 25 December 2023
Customer ID: 24222009
Quotation Validity: This Quotation is Valid for 30 days or till end of the current month, whichever is earlier (subject to price change)

Hilti Employee Responsible: Mayank Sharma

GSTIN / Unique ID: 06AACTM0573G2ZQ

PAN NO: AACTM0573G

Dear Sir/Madam,

Thank you for your interest. We offer the following items:

Line	Product Return Category	Product	Description	Quantity	Net Price	Net Value
10		3819069	KIT TE 1000 AVR+TE SX 36	1 Each	146,025.92 INR / 1 Each	146,025.92 INR
HSN Code: 84672900						
LIST PRICE MAY 2023				228,665.71 INR / 1 Each		228,665.71 INR
PRODUCT DISCOUNT ON ENGINE				-38.00 %		-86,892.97 INR
P&F Charges				3.00 %		4,253.18 INR
Total Net Value				146,025.92 INR		146,025.92 INR
GST(%)				18.00 %		26,284.66 INR
20		2167742	Breaker TE 1000-AVR 230V univ cord	1 Each		
30		2341237	Pointed chisel TE-SX SM 36	1 Each		



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Line	Product Return Category	Product	Description	Quantity	Net Price	Net Value
40		2341237	Pointed chisel TE-SX SM 36	2 Each	4,715.20 INR / 1 Each	9,430.39 INR
HSN Code: 82079090						
LIST PRICE MAY 2023 7,042.86 INR / 1 Each 14,085.72 INR						
PRODUCT DISCOUNT ON ENGINE -35.00 % -4,930.00 INR						
P&F Charges 3.00 % 274.67 INR						
Total Net Value 4,715.20 INR 9,430.39 INR						
GST(%) 18.00 % 1,697.47 INR						
50		3618107	Kit TE500X+TEH17FM	2 Each	58,227.08 INR / 1 Each	116,454.15 INR
HSN Code: 84672900						
LIST PRICE MAY 2023 94,218.57 INR / 1 Each 188,437.14 INR						
PRODUCT DISCOUNT ON ENGINE -40.00 % -75,374.86 INR						
P&F Charges 3.00 % 3,391.87 INR						
Total Net Value 58,227.08 INR 116,454.15 INR						
GST(%) 18.00 % 20,961.75 INR						
60		2170226	Breaker TE 500-X 230V case	2 Each		
70		2191445	Narrow-flat chisel TE-H17 FM 28	2 Each		
80		2184660	Comfort side handle TE 500-X (Gen 3)	2 Each		
90		2191445	Narrow-flat chisel TE-H17 FM 28	5 Each	661.18 INR / 1 Each	3,305.89 INR
HSN Code: 82079090						
LIST PRICE MAY 2023 987.57 INR / 1 Each 4,937.85 INR						
PRODUCT DISCOUNT ON ENGINE -35.00 % -1,728.25 INR						
P&F Charges 3.00 % 96.29 INR						
Total Net Value 661.18 INR 3,305.89 INR						
GST(%) 18.00 % 595.06 INR						
110		2127085	Supply cord 230V 4m	3 Each	2,358.70 INR / 1 Each	7,076.10 INR
HSN Code: 85444299						
LIST PRICE MAY 2023 2,290.00 INR / 1 Each 6,870.00 INR						
P&F Charges 3.00 % 206.10 INR						
Total Net Value 2,358.70 INR 7,076.10 INR						
GST(%) 18.00 % 1,273.70 INR						

Total Net Value	282,292.45 INR
GST(%) 18.00 %	50,812.64 INR
Total	333,105.09 INR

Payment Terms: Advance

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Acknowledged & Confirmed by

***NR: Non-returnable Material cannot be returned or exchanged under any condition.**

In General, Chemical products due to its nature and any custom or special items which are ordered specially on demand, are non-returnable (NR) under any condition.

Any unused material other than *NR category may be returned within 30 days from the date of delivery subject to, original packing condition and Hilti inspection. However, where materials are non-returnable vide a contract of sales, in such case the specific contract will prevail.

Packaging and Forwarding charges will be charged extra @3% on each item level and will be subject to GST tax. HSN code of respective material will be applicable on the same.

Warranty for inserts is applicable for 6 months from the date of Invoice against the Original supply of goods

Hilti reserves the right to change the prices Quoted above at its sole discretion.

Taxes: Taxes will be charged extra based on HSN codes of each product, Hilti location from where the materials will be supplied and the place of supply as per GST law.

Supply Terms: Hilti will supply materials and bill from the location at which materials will be available in stock.

Hilti will proceed with repair without quotation approval, when the repair cost is less than or equal to INR 7,999 (exclusive of GST).

Hilti cares about circularity and assesses collected tools for reuse. Refurbished components of equal quality may be reused in repair

Payment method :-

- While paying please quote customer code and invoice number. Please issue Cheque/DD in favour of "Hilti India Pvt. Ltd." Our PAN No. is AAACH3583Q
- To Pay Via NEFT/RTGS Directly, Kindly Pay Via Citi Bank Current Account No. (IFSC CODE CITI00000002). As Mentioned Below: Virtual Account Number: HILT0024222009.



Pay using QR Code

Terms and Conditions of Sale

(Version 1 December 2014, updated 1 Nov 2022)

1. GENERAL

1.1 In these terms and conditions of sale ("Conditions") the following words have the meanings shown: "Buyer" means the person, firm or company purchasing Goods and/or Services from Hilti. "Contract" means any agreement between the Buyer and Hilti for the purchase of Goods and/or provision of Services from/by Hilti. "Goods" means goods manufactured by Hilti and purchased by the Buyer on the terms of this Contract. "Hilti" means Hilti India Private Limited or one of its associated or subsidiary companies as the case may be. "Personnel" means the employees, servants, directors, agents, consultants or other personnel of Hilti or any of its subcontractors; and "Services" means the services to be supplied by Hilti under or in relation to the Contract.

1.2 Headings do not affect the interpretation of these Conditions.

2. MAKING THE CONTRACT

2.1 Any written quotation and/or advertised price for the Goods and/or Services shall be an invitation to treat and no binding contract shall be created by placing an order on Hilti's website or otherwise until Hilti has sent an acknowledgement of order to the Buyer (or if earlier) Hilti delivers the Goods or provides the Services to the Buyer, whereupon a Contract shall be formed. In the event that Hilti has not provided an acknowledgement of order these Conditions, provided the Buyer shall have prior notice of them, shall nonetheless apply to the Contract. Any order shall be accepted entirely at the discretion of Hilti. Hilti reserves the right to accept an order in whole or in part for any reason, including where the Buyer fails the credit approval process of Hilti, or exceeds its available credit limit with Hilti, or the Goods and/or Services ordered are not available. Where the Goods and/or Services ordered are not available, Hilti will inform the Buyer accordingly and may recommend a replacement. If the replacement is accepted by the Buyer, this will constitute a binding order for the replacement Goods and/or Services and Hilti will deliver the replacement Goods and/or Services to the Buyer.

2.2 Any quotation made by Hilti is given subject to these Conditions and is valid for 30 days from its date (or until any other date shown on the quotation), provided that Hilti has not previously withdrawn it.

2.4 Unless agreed otherwise in writing, these Conditions shall be incorporated in the Contract to the exclusion of all other terms, conditions or other representations. Any other general terms, conditions or other representations of the Buyer, even if they are known, are expressly excluded and rejected. These Conditions shall furthermore provide the basis for all future transactions regarding the sale of Goods and/or provision of Services by Hilti.

2.5 These Conditions shall prevail unless expressly amended in writing and signed by two authorized representatives on behalf of Hilti.

3. DESCRIPTION OF GOODS AND SERVICES

3.1 The quantity, quality, description of and any specification for the Goods or Services shall be as set out in Hilti's acknowledgement of order or, in its absence, Hilti's quotation.

3.2 All descriptive matter, specifications and drawings issued by Hilti and any descriptions, details or illustrations contained in Hilti's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods or Services described in them and they will not form part of the Contract unless they are specifically referred to in the Contract.

3.3 Hilti reserves the right, without liability to the Buyer, to make any changes in the specification of the Goods and/or Services which are required to conform with any applicable national and EU laws, regulations and standards or requirements or which do not materially affect the quality or performance of the Goods and/or Services.

3.4 No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or any other material issued by Hilti shall constitute a contract. Any such statement, description, information, warranty, condition or recommendation shall be construed to vary in any way any of these Conditions under the Contract unless otherwise agreed in accordance with section 2.5 above.

4. PRICE

4.1 Subject to section 4.2 below, the price payable for Goods and/or Services shall, unless otherwise stated by Hilti in writing and agreed on its behalf, be the list price of Hilti current at the date of despatch and, in the case of a contract for delivery of more than one lot, the price payable for each instalment shall be Hilti's current list price at the date of the despatch of each instalment.

4.2 Unless otherwise agreed in writing, Hilti's prices may be subject to increase due to factors such as change in law or the interpretation thereof, inflation, wages, production cost, exchange rate fluctuations, materials or other costs since the date of Hilti's quotation or, if no quotation is issued, the Buyer's order. Hilti accordingly reserves the right to adjust the invoice price payable by the amount of any increase in such of the factors which are quoted and the invoice so adjusted shall be payable as if it were the original Contract price.

4.3 All prices are exclusive of value added tax, taxes and all other applicable duties. The Buyer shall be liable for all such taxes and charges.

4.4 Hilti shall be entitled to invoice the Buyer by post, by courier or email for the price of the Goods and/or Services in Indian rupees or US Dollars.

4.5 Hilti has the right to invoice the Buyer for the costs of any packaging, transportation of the Goods or any additional costs resulting from any other alteration made by or requested in written form by the Buyer on or at the time of delivery or upon notification by Hilti that the Goods are awaiting collection. Any such additional costs may be invoiced by Hilti in Indian rupees or US Dollars.

5. CARRIAGE AND INSURANCE

5.1 The cost of carriage and insurance of the Goods to the Buyer's premises shall be in accordance with the applicable Incoterms 2020 (see section 5.2).

5.2 Unless expressly agreed otherwise in writing, export orders shall be charged in accordance with Incoterms 2020 - FCA place of departure, save that Hilti shall have no obligation to obtain any export licence or clearance required in relation to the Goods.

6. ADDITIONAL COSTS

6.1 The Buyer agrees to pay for any loss or extra costs above the quoted price for the Goods or Services which are not directly incurred by Hilti through the Buyer's instructions or lack of instruction or through failure or delay in taking delivery or through any act or default on the part of the Buyer, its servants or agents.

6.2 Without prejudice to any other rights and remedies which Hilti may have, if the Goods are submitted to Hilti or its Personnel for repair, Hilti shall have a general lien on the Goods in respect of all debts owed by the Buyer to Hilti (including the costs of the repair), and if the Goods are not collected and paid for by the Buyer within 5 months of the date of the repair, then the Goods are ready for collection, the Buyer agrees that Hilti shall be entitled after 14 working days' notice to the Buyer to dispose of the Goods as Hilti thinks fit.

7. TERMS OF PAYMENT

7.1 Unless agreed otherwise in writing, all payments due under any Contract must be made by the Buyer within 30 days of the date of the invoice sent by Hilti to the address provided by the Buyer.

7.2 The Buyer shall be entitled to exercise any set off, lien or any other similar right or right of set-off unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by Hilti to the Buyer. Hilti may set off any claim in kind whatsoever which the Buyer may have against Hilti under the Contract or any other contract or agreement with Hilti, or the sum which would otherwise be due from the Buyer to Hilti under the Contract or any other contract otherwise howsoever.

7.3 If the Goods or Services are delivered / provided in instalments, Hilti shall be entitled to invoice each instalment as and when delivery thereof has been made and payment shall be due in accordance with section 7.1 above in respect of each invoice.

7.4 Any failure by the Buyer to pay any due invoice in accordance with this Contract or failure to give delivery instructions in respect of any Goods or Services shall cause the whole of the price for Goods and Services already manufactured or provided at the time of such a default, to become due forthwith without prejudice to Hilti's other remedies.

7.5 Prompt payment shall be a condition precedent to future deliveries of the Goods / provision of Services due under any Contract.

7.6 Unless otherwise agreed in writing between the parties, Hilti is entitled to charge and to be paid interest at 4% above the current LIBOR base rate on any unpaid invoices and/or any other overdue payments due from the Buyer.

8. DELIVERY OF GOODS

8.1 The period for delivery shall be the period within which the Goods are intended to be despatched from Hilti's premises and shall be calculated from the date of the receipt by Hilti of the Buyer's order or the date of receipt of all necessary information to enable Hilti to manufacture or procure the manufacture of the Goods, whichever shall be the later, and the Buyer shall take delivery of the Goods within such a period. If no period is stipulated by Hilti, then delivery will be taken after receipt of instructions as Hilti thinks fit.

8.2 Unless agreed otherwise in writing, all times or dates given for delivery of the Goods are given in good faith and time for delivery shall not be of the essence. Hilti shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods. Where the Goods are handed over to a carrier for carriage to Buyer, any such carrier shall be deemed to be the agent of the Buyer and not of the Buyer for the purposes of the Sale of Goods Act 1930 and any amendments thereto.

8.3 Without prejudice to the warranties in section 12, below, no liability for non-delivery, loss of or damage to the Goods shall be incurred by Hilti for any claim that the Goods are not in accordance with the Contract will attach to Hilti, unless claims to that effect are notified in writing by the Buyer to Hilti (and in the case of claims for non-delivery, loss of or damage with a copy to the carrier if Hilti's own vehicles have not been used for delivery of the Goods).

8.3.1 immediately in the case of loss of or damage to the Goods occurred in transit or upon delivery provided that the relevant loss or damage is expressly mentioned on the consignment note.

8.3.2 within 28 days of delivery of the Goods in the case of defective Goods; or

8.3.3 within 7 days of delivery of the Goods for any other noncompliance with the Contract.

8.4 If the Buyer fails to take delivery of the Goods in accordance with the Contract, the Goods shall be deemed to be in all respects in accordance with the Contract and the Buyer shall be deemed to have accepted the Goods and shall be bound to pay for the same accordingly.

8.5 All requests for proof of delivery must be made within a period of 21 days following the date of the invoice.

8.6 If for any reason the Buyer is unable to accept delivery of the Goods at the time when the Goods have been notified as ready for delivery, Hilti may at its sole discretion store the Goods at the risk and cost of the Buyer and take all reasonable steps to safeguard and insure them at the cost of the Buyer, provided that the Buyer shall be immediately informed thereof.

8.7 Hilti shall have the right to make delivery by instalments of quantities of the Goods and at such intervals as it may decide. Any defect in any instalment shall not be a ground for cancellation of the remainder of the instalments and the Buyer shall be bound to accept further deliveries thereof.

9. RETURNS AND CANCELLATIONS

9.1 Subject to section 8.3 above, Goods supplied pursuant to the Contract cannot be returned without Hilti's prior written authorization. However, Goods marked as "non-returnable" or the product detailed page cannot be returned. In general, chemical products due to its nature, any custom or special terms which are ordered specially on demand, are non-returnable under any condition.

9.2 Subject to section 9.1 above, duly authorized returns:

9.2.1 shall be sent to Hilti's premises at the Buyer's expense;

9.2.2 may be subject to a handling charge of 20% of the value of the Goods; and

9.2.3 must be in the same condition as originally supplied to the Buyer.

9.2.4 must be returned within 30 days from the date of delivery subject to, original packaging condition and Hilti inspection.

9.3 The Buyer may not cancel an order for Goods and/or Services including, but without limitation, to any Goods and/or Services that involve special requirements of the Buyer once the order has been inputted into Hilti's ordering system, without the prior written consent of Hilti.

10. PASSING OF TITLE AND RISK

10.1 The risk shall pass in accordance with the applicable Incoterms 2020.

10.2 Title to the Goods shall not pass to the Buyer until Hilti has received in full (in cash or cleared funds) all sums due to it in respect of:

10.2.1 the Goods; and

10.2.2 all other sums which are or which become due to Hilti from the Buyer on any account.

10.3 Until title to the Goods has passed to the Buyer, the Buyer shall:

10.3.1 hold the Goods on a fiduciary basis as Hilti's bailee;

10.3.2 store the Goods (at no cost to Hilti) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as Hilti's property;

10.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

10.3.4 maintain the Goods in satisfactory condition and keep them insured on Hilti's behalf for their full price against all risks to the reasonable satisfaction of Hilti. On request the Buyer shall produce the policy of insurance to Hilti.

10.4 The Buyer may use the Goods in the ordinary course of the Buyer's business before ownership has passed to it.

10.5 The Buyer's right to possession of the Goods shall terminate immediately upon the occurrence of any of the events specified in sections 16.1.2 to 16.1.6 below.

10.6 Hilti shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Hilti.

10.7 The Buyer grants Hilti, as its Personal an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer right to possession has terminated, to recover them, and the Buyer acknowledges that Hilti shall have the right to interfere with the Goods in transit or in storage and the Buyer's right to possession has terminated.

10.8 Where Hilti is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all of the kind sold to the Buyer to the Buyer's dealer in writing.

10.9 On termination of the Contract, howsoever caused, Hilti's (but not the Buyer's) rights contained in this section 10 shall remain in effect. Hilti's rights and remedies set out in this section 10 are in addition to and shall not in any way prejudice, limit or restrict any of Hilti's other rights or remedies under the Contract or in law.

11. SUPPLY OF SERVICES

11.1 Hilti shall ensure that the Services to be supplied in accordance with the Contract applying reasonable skill and care.

11.2 Hilti shall use its reasonable endeavours to meet any performance dates for the Services, but such dates shall be estimates only and time shall not be of the essence for the performance of the Services. Hilti shall not be liable for any loss whatsoever or howsoever arising caused by its failure to provide the Services on the due date.

11.3 Where Hilti is to perform the Services at the Buyer's premises, the Buyer shall:

11.3.1 procure safe and unhindered access to the premises for all the Personnel to carry out the Services at all relevant times;

11.3.2 ensure that all consents, permissions, or licences required to allow the Services to be provided are in place;

11.3.3 ensure the provision of adequate power, lighting, heating and other such facilities or supplies required so that the Goods for the provision of the Services can be provided;

11.3.4 provide adjacent to where the Services are to be provided storage for the materials required for the Services;

11.3.5 ensure that the where Services are to be provided are adequate for that purpose, clear and free from all health and safety hazards and possesses such facilities for the Personnel to comply with any applicable legislation and as Hilti shall reasonably require; and

11.3.6 not be responsible for the Personnel's death or personal injury or damage to or loss of Hilti (and subcontractors and Personnel's) property whilst on the Buyer's premises except to the extent any such death or personal injury results from the negligence of Hilti or its subcontractors.

11.4 The Services will be deemed to be completed and the relevant element of the Contract price to be due and payable forthwith:

11.4.1 when Hilti issues a written notice to the Buyer confirming such completion; or

11.4.2 if Hilti is unable to perform the Services but is prevented from doing so by reason of:

(a) the lack of such assistance from the Buyer (such as lack of availability of test components or parts from the Buyer); or

(b) the condition of the Buyer's premises on the site at which the Services are to be provided such that the Goods or the services available at those premises at the time agreed for the provision of the Services; or

(c) the failure by the Buyer to comply with the Contract.

12. WARRANTIES

12.1 Where Goods and/or Services are supplied with the benefit of a specific written warranty set out in another document produced by Hilti, such warranty shall apply instead of the warranty set out in section 12.2 below. The period of the warranty shall be as set out in the document.

12.2 In the absence of a specific written warranty, the Goods shall be deemed to be warranted in accordance with the Goods and/or Services described in them and they will not form part of the Contract unless they are specifically referred to in the Contract.

12.2.1 Hilti warrants that the Goods and/or Services are supplied in accordance with the specification set out in the Goods and/or Services description. The exclusions in sections 12.4 and 12.6 to 12.9 shall apply to every such specific warranty except for the "manufacturer's lifetime warranty" set out in the Goods and/or Services description.

12.2.1 repair or make good such defect or failure in such Goods free of charge to the Buyer including costs of transportation of any Goods or materials to and from the Buyer for that purpose); or

12.2.2 replace such Goods with Goods which are in all respects in accordance with the Contract and the Goods and/or Services described in them.

12.2.3 issue a credit note to the Buyer in respect of the whole or part of the Contract price or such Goods or Services as appropriate having taken back such Goods or materials relating to such Goods or Services.

The performance of any one of the above options shall constitute an entire discharge of Hilti's liability under this warranty.

12.3 Goods supplied for repair may be repaired by Hilti using new or refurbished parts of quality equivalent to new. Hilti shall retain the replaced part that is exchanged as its property, and the replacement part will become the Buyer's property. Goods traded-in (in the course of a repair or otherwise) in exchange for new Goods shall be retained by Hilti as its property. It is agreed by the Buyer and Hilti that all Goods repaired and/or exchanged by Hilti is for value. By accepting the repair to be conducted by Hilti, the Buyer agrees that the foregoing terms on which the repair will be conducted.

12.4 For the avoidance of doubt, the Buyer agrees to hold harmless and indemnify Hilti from and against any and all costs relating to the removal or reinstallation of the Goods.

12.5 Any Goods repaired or replaced, or which are warranted by Hilti for a further period of 12 months commencing on the date such repair, replacement or re-performance was completed, provided that: (1) the overall warranty period for the affected Goods or Services shall not be less than 24 months from the date of manufacture or delivery of the Goods; and (2) the original completion of the Services (as the case may be); and (2) subject in every case to the other provisions of this section 12, Hilti's liability under this section 12 shall in no event exceed the purchase price of such Goods or Services.

12.6 Hilti shall not be liable for breach of the warranty in section 12.2 above or any other warranty, guarantee or condition:

12.6.1 arising from any acts, omissions negligence or default of the Buyer or arising from fair wear and tear (unless expressly stated otherwise in a warranty document); willful damage, unsuitable storage, handling, treatment, installation, maintenance, repair or application, abnormal use or use under abnormal conditions;

12.6.3 arising from any non-compliance with the safety, training, usage and maintenance requirements (including, but not limited to, excessive or heavy use), method statements, data sheets, instructions or recommendations (whether oral or in writing) communicated to the Buyer by Hilti and/or Hilti's Personnel or any other person;

12.6.4 arising from alteration, modification or conversion of the Goods with any other goods, products or systems outside the intended purpose of the Goods, or as a result of the Buyer's use of the Goods for any purpose other than that for which they were intended; or

12.6.5 if the total price for the Goods and/or Services has not been paid by the due date for payment;

12.6.6 unless any claim by the Buyer which is based on any defect in the quality or condition of the Goods and/or Services or their failure or non-compliance with their description or specification shall (whether or not delivery is refused by the Buyer) be notified to Hilti within 10 days after the Buyer discovers or ought to have discovered the defect or failure; or

12.6.7 if Hilti is given a reasonable opportunity to examine such Goods or location at which the Services were performed and the Buyer (if asked to do so by Hilti) returns such Goods or materials relating to the Services to Hilti's place of business for the examination to take place there.

12.7 In each of the foregoing events under sections 12.5.1 to 12.5.4 above, the Buyer agrees to indemnify Hilti against all actions, costs, charges, losses, damages and expenses which Hilti may incur or suffer in connection with any action brought by Hilti or its Personnel or any other person in respect of events including but not limited to the installation of the Goods.

12.8 Save as expressly provided in these Conditions, all warranties, conditions, guarantees or other terms implied by law shall be excluded or excluded to the fullest extent permitted by law.

13. BUYER'S RESPONSIBILITY

13.1 The selection of the Goods and/or Services suitable for the Buyer's purposes depends on a range of factors. These factors include, but are not limited to, on-site condition and/or other circumstances of the proposed application of the Goods known only to the Buyer. The Buyer is solely responsible for ensuring that the Goods supplied by Hilti are suitable for the intended purpose and that the Goods are based is correct and that any assumptions made by Hilti to supplement that data are suitable for the Buyer's purposes.

13.2 Hilti does not give any representation or recommendation given by Hilti or Personnel to the Buyer or its employees or agents as to the Goods and/or Services, their fitting or use, or as to the incorporation or compatibility of the Goods with other goods, is therefore followed or acted upon entirely at the Buyer's risk. The Buyer shall be deemed to have accepted the Goods and/or Services as they are, and the Buyer's representation. Accordingly, the Buyer must rely on its own judgment, and if necessary seek expert advice in relation to the following:

(a) the suitability and condition of the Goods for the intended use;

(b) the training necessary for the Buyer and its employees;

(c) the required level of ongoing maintenance for the Goods; and

(d) the adequacy of the premises in which the Goods are to be used.

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

(a) store, handle, construct, maintain, and repair the Goods at all times in accordance with good practice and in accordance with the Goods' method statements and data sheets, as well as any other relevant safety, training, usage and maintenance instructions and guidelines supplied to the Buyer from time to time by Hilti or its Personnel; and

(b) receive the necessary training in respect of Goods supplied;

(c) in connection with the hiring of the Goods or the Goods being otherwise used by third parties, that the Goods are supplied in the original condition including all method statements, data sheets, labelling and warnings as are supplied with the Goods by;

(d) use the Goods with the recommended safety equipment in accordance with all applicable method statements and data sheets, and other relevant Hilti safety, training, usage and maintenance instructions and guidelines supplied from time to time;

(e) comply at all times with all applicable workers' health and safety laws and regulations, and all other relevant legislation and any requirements or instructions issued by the relevant authorities.

13.4 The Buyer shall ensure and guarantee that no companies and persons blacklisted on the respective blacklists of the United States, the European Union, Switzerland or other competent jurisdictions / governments are supplied with information, software or technology without the legally required approval. The Buyer shall further guarantee that it does not intend to use any products, information, software and technology delivered by Hilti to the Buyer in or in connection with nuclear technology or weapons of mass destruction (nuclear, biological, chemical) or carriers thereof.

14. LIMITATION OF LIABILITY

14.1 Notwithstanding anything to the contrary under these Conditions or any Contract, this section 14 sets out the entire final limitation of Hilti (including any liability for the acts or omissions of its Personnel) to the Buyer in respect of:

14.1.1 any breach of these Conditions;

14.1.2 any use made by the Buyer of any of the Goods or Services; or

14.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

14.2 Hilti shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of turnover or revenue, loss of business, loss of production or opportunity, loss of data, depletion of goodwill or otherwise.

14.3 Hilti shall not be liable for any direct, indirect or consequential loss or damage howsoever arising.

SUBJECT TO THE FOREGOING, HILTI'S TOTAL LIABILITY (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, MISREPRESENTATION OR OTHERWISE) UNDER OR IN CONNECTION WITH THE PERFORMANCE OF ANY CONTRACT, OR BASED ON ANY CLAIM FOR CONTRIBUTION OR INDEMNITY, SHALL NOT EXCEED A SUM EQUAL TO THE INVOICE PRICE UNDER THE CONTRACT.

15. BUYER'S INDEMNITY

15.1 The Buyer shall be liable for and indemnifies Hilti in respect of all damage or injury to any person or loss of or damage to any property or equipment and against all actions, costs, charges, expenses or other loss suffered by Hilti arising:

15.1.1 under any relevant statutes and/or regulations; and/or

15.1.2 in respect of any act, omission, negligence, or breach of the terms of these Conditions or otherwise through the default of the Buyer.

15.2 Where Goods supplied by Hilti are used by a third party in a manner not previously agreed in writing by Hilti to be suitable, or in a manner not in accordance with these Conditions, including (but not limited to) section 13.3, Hilti shall not be liable for any loss, costs, damage, liability or otherwise suffered by the Buyer or any third party arising directly or indirectly from or in respect of such Goods or such use (including for loss of revenue, profits, production, opportunity, business, goodwill and/or of any contract) and the Buyer shall indemnify and keep indemnified Hilti from and against all such loss, costs, damage, liability or expenses suffered or incurred by Hilti as a result of any claim or demand in respect thereof by any third party.

16. DEFAULT OR INSOLVENCY OF BUYER

16.1 In the event of the Buyer's insolvency or the insolvency of any of its obligations under the Contract;

16.1.1 any address or execution shall be levied on the Buyer's property or assets; or

16.1.3 the Buyer is declared bankrupt or enters into a voluntary arrangement or composition with its creditors or becomes bankrupt or if any bankruptcy petition is presented against him;

16.1.4 if the Buyer is a company the Buyer has an administrative receiver or administrator appointed or makes a voluntary arrangement with its creditors, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder, or the Buyer commences to be wound up; or

16.1.5 the Buyer fails to pay its debts as and when they fall due; or

16.1.6 such equivalent event in section 16.1.1 to section 16.1.5 occurs to the Buyer in its local jurisdiction;

Hilti at its discretion and without prejudice to any other right or claim may by notice in writing forthwith determine wholly or in part any and all of the other contracts between Hilti and the Buyer or may (without prejudice to Hilti's rights subsequently to determine the Contract for the same cause should it so decide) by notice in writing suspend further deliveries of Goods and/or the supply of Services.

17.1 Any intellectual property created by Hilti in the course of the performance of the Contract or otherwise in the design, manufacture or supply of or otherwise in relation to the Goods or the provision of the Services shall remain the property of Hilti. Nothing in these Conditions shall be deemed to have given the Buyer a licence or any other right to use any of the intellectual property of Hilti.

17.2 Goods, trade name or trademarks ("Marks") owned or used by Hilti in the course of its business are the property of Hilti. Hilti reserves all intellectual property rights in relation to the use of such Marks. The Buyer may not use, or permit the use of, such Marks or any similar or equivalent without the prior written permission of Hilti.

18. FORCE MAJEURE

18.1 If, for reasons beyond the control of the Buyer, the performance of the Contract is prevented or delayed by force majeure, the Buyer shall be relieved of its obligations under the Contract. The Buyer shall be relieved of its obligations under the Contract if it is prevented from, hindered or delayed in manufacturing, obtaining or delivering the Goods and/or Services by normal route or means of delivery through any process beyond the Buyer's control, including but not limited to, epidemic, pandemic, war, God, governmental actions, national emergency, acts of terrorism, protests, riot, civil commotion, strikes, lock-outs, other labour disputes (whether or not relating to either party's employees), war, fire, explosion, sabotage, pest, flood, drought, or any other event which deprives power at manufacturing plant, breakdown of plant or machinery, shortage or unavailability of raw materials from normal source of supply, or restraints or delays affecting carriers.

19. EXPORT / IMPORT

19.1 If the delivery of Goods under a Contract is subject to the granting of an export or import licence by a government or any governmental authority under any applicable law or regulation, or otherwise restricted or prohibited due to export or import controls or regulations, Hilti may suspend its obligations and the Buyer's rights regarding such delivery under the Contract until such licence is granted or for the duration of such restriction and/or prohibition, respectively.

19.2 By accepting Hilti's goods, the Buyer agrees to indemnify Hilti for any loss or damage to Hilti's reputation or business caused by the Buyer's failure to obtain such licence, or to ensure that the goods are not exported or imported in violation of applicable laws or regulations.

20. WAIVER

20.1 The waiver by Hilti of any right or the failure by Hilti to exercise any right to or to insist on the strict performance of this Contract shall not constitute a waiver of any other right or preclude any further exercise or enforcement of any other right or provision of this Contract.

21. SEVERABILITY

21.1 If any provision of the provisions of these Conditions or the Contract are or will become invalid or unenforceable, or if one or more of the provisions of these Conditions or the Contract are or will become incomplete, the other provisions of these Conditions and the Contract will remain valid and enforceable. If any provision of these Conditions or the Contract is held to be invalid, unenforceable or incomplete, the provision shall be replaced or completed by a valid and enforceable provision in such a way that the new provision closely reflects the legal and commercial intent of the parties have concurredly acted in the invalid or unenforceable provision.

22. THIRD-PARTY RIGHTS

22.1 Hilti shall not be a party to this Contract has no right to enforce any term of this Contract.

23. ASSIGNMENT

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

24. NOTICES

24.1 Any notice required to be served under this Contract shall be served on Hilti at its registered office or at any address to which it may be notified to the Buyer by Hilti from time to time, and on the Buyer at the address notified to Hilti in its registration application by first class post, registered air mail or by email or facsimile. The Buyer is responsible for notifying Hilti in writing of any change of its address, email address or fax number from those in the Buyer's registration application.

24.2 Any such notice served by post shall be deemed to have been served seven days after the date of despatch of the notice by first class post by email, where the email is available to read in the recipient's inbox and in the case of facsimile when the addressee's machine acknowledges receipt thereof provided that a copy of the notice or communication is also put into the post in accordance with the provisions of the Contract.

25. FAIR COLLECTION NOTICE - DATA PROTECTION

25.1 Hilti shall comply with the provisions of the applicable data protection laws in relation to the processing of personal data, including but not limited to, the collection, storage, use, disclosure and the Buyer's consent, for example, credit reference agencies ("data"). Hilti shall comply with its online Privacy Policy when the Buyer purchases the Goods and/or Services from Hilti.

25.2 Hilti may process all data to enable Hilti to do business with the Buyer and for the specific purpose of selling the Goods and/or Services to the Buyer. Hilti will not retain any data for longer than is necessary for the fulfilment of the purpose for which the data was collected or required under applicable retention policies and/or as required or permitted in accordance with applicable law.

25.3 Hilti shall only be used in connection with the Contracts and any other business Hilti conducts for the Buyer and for any other purpose required for the fair processing of the data as or as agreed by the Buyer in a specific contract. The Buyer may notify Hilti in writing to delete its data from Hilti's database if it wishes Hilti to cease to use such data and the Buyer has voluntarily given it. In such circumstances, Hilti reserves the right to terminate the Contract.

25.4 Hilti may disclose the Buyer's data as required by law, including but without limitation, to prevent a crime, protect Hilti's, its customers', its employees' or other third parties' safety (such as for fraud protection purposes), discharge a statutory duty or as required by a binding order of a court or a law enforcement authority or a regulatory authority. Hilti will carefully determine the permissibility of disclosing data in each such context, paying particular attention to the type of request, types of data affected and any impact that a disclosure of data would have on the data subject affected. Should Hilti decide to disclose data in such context it will also consider ways of reducing the scope of the disclosure, for instance by redacting the information provided.

25.5 Hilti may share the Buyer's data with other entities of the Hilti group of companies and with its business partners if there is a legitimate reason to do so and such sharing is legally permissible.

25.6 Hilti may employ third-party service providers to perform certain functions on Hilti's behalf and under its instructions. Examples include database management, computer maintenance services, web analytics, handling in-bound queries, delivering packages, sending postal mail and email, removing repetitive information from customer lists, analysing data, providing sales and marketing support, processing credit card payments, and providing customer service. Third-party service providers may for instance include IT companies, credit card processors, credit rating agencies or legal, financial and other advisors.

25.7 Hilti may disclose the Buyer's data to its business partners or parts of its business. In such transactions, customer data (including the Buyer's data) generally is one of the transferred business assets, but remains subject to the provisions stated herein, unless the Buyer consents otherwise.

26. CONFIDENTIALITY

26.1 The Buyer acknowledges that all trade and business secrets as well as all technical, commercial and financial information of Hilti, including but not limited to, information that is not public knowledge is the confidential information of Hilti. The Buyer shall not disclose any such confidential information to any third party without the prior written consent of Hilti and shall not use any such confidential information for any purpose other than as agreed between the parties in writing. The confidentiality obligation shall not apply if a disclosure is mandatory pursuant to applicable law or regulations. Prior to making a mandatory disclosure, the Buyer shall inform Hilti in writing of the need to make such a disclosure and the circumstances requiring it, and the parties shall discuss and agree in good faith upon appropriate means to protect Hilti's interests.

27. ENTIRE AGREEMENT

27.1 The Contract sets out the entire agreement and understanding between the Buyer and Hilti in connection with the sale of Goods and the provision of Services and shall supersede and replace all documentation previously issued by Hilti purporting to set out its terms and conditions of sale of Goods and/or Services. The Buyer acknowledges that the Contract has not been entered into wholly or partly in reliance on, nor has the Buyer been given any warranty, statement, promise or representation by Hilti or on its behalf other than as expressly set out in the Contract. The Buyer agrees that the only rights or remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind the Contract if it might otherwise have had.

28. CHOICE OF LAW AND DISPUTE RESOLUTION

28.1 These Conditions and the Contract shall be construed and operated in accordance with the laws of India. The application of the UN Convention on the International Sale of Goods is excluded.

28.2 Any dispute or difference arising between the parties in respect of or arising out of these Conditions or the Contract shall be settled by a Sole Arbitrator to be appointed by the Chief Executive Officer (CEO) of Hilti. The Arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be New Delhi. The Courts at New Delhi shall have the exclusive jurisdiction to deal and decide any/all the matters arising under these Conditions or the Contract.

WE VALUE YOUR BUSINESS!
For all queries relating to delivery, account etc., please contact
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