



Terms and Conditions for Hilti SMART Logistics Subscription Service

These terms and conditions govern the provision of the Hilti SMART Logistics Subscription Service by Hilti Malaysia Sdn Bhd (“Hilti”) to Customer and are supplemented by the [Hilti Malaysia General Terms and Conditions](http://www.hilti.com.my) of Sale available under www.hilti.com.my. The service descriptions and additional information regarding the individual services in the Hilti SMART Logistics Services Catalogue available under [\[www.hilti.com.my\]](http://www.hilti.com.my) (together the “Hilti Logistics Subscription Terms”).

1. Subscription Packages and Fees

Annual freight subscription = RM 1995 / annual

Logistics services		Pay as you go	Subscription Standard RM 1800 / year
CHANNELS	Description	New Handling Charge	
Standard orders (Non-E-commerce channels)	Order of invoice value below RM10,000	- 3% of invoice value	Unlimited
	Orders of invoice value from RM10,000 and above	MYR 300 flat charge	
	Minimum charge	MYR 10 or 3% of invoice value whichever is higher	
Standard orders (E-commerce channels)	Order of invoice value below RM10,000	- 1% of invoice value	Unlimited
	Orders of invoice value from RM10,000 and above	MYR 100 flat charge	
	Minimum charge	MYR 10 or 1% of invoice value whichever is higher	
Special Chartered <i>KV / Outstation: Order weight>500kg; odd size goods; delivery to islands and highlands</i> <i>East M: Order weight >15kg by Air, DG, Chemicals</i>		Chartered rates on request	

By ordering the Subscription Packages, Customer enters into a subscription agreement (“**Subscription Agreement**”) for the logistics services included in the respective Subscription Package at the indicated fee (“**Subscription Fee**”).

The Subscription Fee is payable yearly within 30 days after receiving the respective yearly invoice from Hilti.

The Subscription Fee is payable for the duration of the Subscription Agreement, irrespective of whether Customer orders any of the logistics services included in the respective Subscription Package. Customers may upgrade or downgrade their Subscription Package to another Subscription Package during the term of the Subscription Agreement by contacting the Hilti Customer Service. Hilti will send Customer an e-mail confirming the respective change and the change will become effective as of the next invoice cycle.

Automatic renewal: the subscription will automatically renew the following year. For cancellation, please notify us 1 month in advance before the contract ends.

2. Limitations of Subscription Services

The Hilti Logistics Subscription Service may be subject to certain geographic, inventory, product specific, and other limitations. These are described in the Hilti Logistics Services Catalogue available under www.hilti.com.my.

In any case, special delivery requests concerning project business (e.g. large quantities), requests requiring special offloading equipment and/or special trucks, air freight and Dangerous Goods(DG) air freight are out of scope.

Hilti reserves the right to accept or refuse membership in our discretion.

3. Term of Subscription and Cancellation

3.1 The Subscription Agreement becomes effective upon Customer ordering a Subscription Package and Hilti confirming the order, and shall remain in effect until it is terminated in accordance with clauses 3.2 or 3.3.

3.2 Hilti may terminate the Subscription Agreement with one-month prior notice period at the end of each month by informing customer by e-mail. The e-mail address provided by Customer upon conclusion of the Subscription Agreement is assumed accurate, unless Customer has informed Hilti Customer Service of an address change and received confirmation of the change having been implemented.

Customer may terminate the Subscription Agreement at any time by giving notice to the Hilti Customer Service. Hilti will send Customer an e-mail confirming the termination and the termination will become effective as of the next invoice cycle after the receipt of the termination confirmation.

3.3 The Subscription Agreement may be terminated with immediate effect by Hilti at any time in the event of any of the following:

- i. Customer breaches a material term of this Agreement and fails to remedy such breach within 30 days of its notification by Hilti. Failure to make timely payments is considered a material breach; or
- ii. Customer becomes insolvent or bankrupt, seeks deferred payment authorization, goes into liquidation, has an administrator, administrative receiver or receiver appointed, makes a voluntary arrangement with its creditors, or proceedings are brought by a creditor in respect of any of the foregoing; or
- iii. the present ownership conditions of the Customer changes significantly or control over the Customer, or a significant part of its shareholding interests, passes to other natural or legal persons and Hilti cannot be reasonably expected to accept this change.

4. Change of Hilti Logistics Subscription Terms

4.1 Hilti reserves the right to modify the terms and conditions of this Subscription Agreement and/or the individual Subscription Packages at any time. The modified terms and conditions of this Subscription Agreement and/or the individual Subscription Packages will be disclosed to the Customer in writing and shall be deemed accepted by the Customer, if not refused by the Customer in writing within 30 days of receipt of the notice.

5. Limitation of Liability

Indicated delivery times are only typical delivery times and Hilti does not guarantee or assume any liability for not meeting indicated delivery times.

Hilti shall not be liable (whether or not Hilti had been advised of the possibility of such loss) in contract, tort, negligence or otherwise howsoever arising for any claim, damage, loss or costs in respect of:

- i) any losses special to the Customer, loss of profits, loss of turnover, loss of revenue, loss of use, loss of business/business opportunity, loss of product/production, loss of data, and/or facilities downtime ; and/or
- ii) any indirect or consequential loss or damage howsoever caused.

Notwithstanding anything else to the contrary, the maximum aggregate liability of Hilti (whether in contract, tort, negligence or breach of statutory duty or otherwise) for any loss or damage under this Subscription Agreement shall be limited to the Subscription Fee paid by Customer to Hilti.

6. Contact Details Hilti Customer Service

Contact details Hilti customer service

For information relating to this Subscription Agreement, please contact Customer Service at:

1800 880 985.

7. Additional provisions

- 7.1 Hilti is entitled to adjust the Monthly Subscription Fee according to the applicable local OECD Consumer Price Index which is linked to the local consumer price index to reflect the respective inflation. Such revisions may be made by Hilti at any time if the respective index exceeds 4% within 12 months.
- 7.2 Where provisions of this Subscription Agreement now or later become invalid, this shall not affect the validity of the remainder of this Subscription 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.
- 7.3 A party may not assign its rights and/or transfer its obligations under this Subscription 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 Subscription Agreement and all security and ancillary rights relating hereto to any third party.
- 7.4 Only Parties to this Subscription Agreement shall possess rights and liabilities under this Agreement. Neither Party shall be liable to the other in respect of third party claims made against the party to this Subscription Agreement, this is without prejudice to any liability that cannot be excluded at law (including any liability for death or personal injury caused by negligence).
- 7.5 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 Subscription Agreement.
- 7.6 Hilti's General Terms and Conditions of Sale, available at www.hilti.com.my and the service descriptions and additional information regarding the individual services in the Hilti Logistics Services Catalogue available under www.hilti.com.my, are incorporated and apply to this Subscription Agreement. In the case of any conflict, the terms of this Subscription Agreement will prevail.