

TAX INVOICE

Customer Service T 1800 102 6400 customercare@hilti.com www.hilti.in

Page: 1/3

Original for Recipient

Duplicate for Transporter (Goods) / for Supplier (Services)

Triplicate for Supplier

Details of Supplier

Name and Address:

HILTI INDIA PRIVATE LIMITED

4314 Hilti Store Hyderabad

12 & 13 MDR ARCADE, MAIN ROAD BOWENPALLY, SECUNDERABAD

HYDERABAD 500011

GSTIN :

36AAACH3583Q1Z1

PAN No.

AAACH3583Q Serial No. of Invoice: HI36-8860-2023

Date of Invoice :

24 November 2023

Invoice Reference Number :

OTC No :

246022

Customer PO No.: 20231109005

Hilti Employee Responsible: Vejendla Mohan Krishna

Hilti Contact No:

+91 90006 46664

Tool Delivered To:

Customer's Delivery Address

Details of Recipient (Billed to/Place of Supply)

Legal Name:

N Square Life Sciences LLP

Trade Name: Address

N Square Life Sciences LLP 5-4-187/3&4, IInd FloorSoham

MansionM.G. Road

Secunderabad.

Secunderabad 500003

GSTIN / Unique ID:

URP

PAN NO: State:

AASEN8997M Telangana

State Code:

36

Details of Delivery Address (Shipped to)

N Square Life Sciences LLP

5-4-187/3&4, IInd FloorSoham

MansionM.G. Road

Secunderabad.

Secunderabad 500003

State: State Code: Telangana

Line	Product Return Category	Product
10	NR	2262131
	LIST PRICE MAY 20)23
	PRODUCT DISCOU	NT ON ENGINE
	P&F Charges	
	Value of Taxable Supply	
	Central GST (%)	

State GST (%)

Description **HSN Code** Quantity 38160000 200-R V3 500/2 5 Each 7.841.460 INR / 1 Each 39.207.30 INR -26.000 % -10,193.90 INR 3.000 % 870.40 INR 5,976.760 INR / 1 Each 29,883.80 INR 9.000 % 2,689.54 INR 9.000 % 2,689.54 INR

29,883.80 INR



unis contract/agreement are printed overlea Terms and co Dt: Inward No: 7 586 Dt: MRN No: Sign: Received By: Genome Valley Discovery Center Pvt. Ltd.

of this invoice and the same shall form part and parcel of the present contract/agreement and the Buyer accepts the

Hilti India Private Limited

6th Floor | Building 8 | Tower C DLF Cyber City Phase 2 | Gurugram Haryana | 122002 | India

CIN: U29248DL1996PTC082819

Registered Office: A16 | Block B - I

Mohan Co-operative Industrial Estate Limited | New Delhi | 110044 | India

MAKING THE CONTRACT

ININGTHE CONTRACT

withing quotation, estimate and/or edvertised price for the Goods and/or Services shall
writing quotation, estimate and/or edvertised price for the Goods and/or Services shall
rest website or otherwise until Hilb has sent an acknowledgement of order to the Buyer
earlier). Hill delivers the Goods or provides the Services to the Buyer, whereupon a
rance shall be formed. In the event that Hill has not provided an acknowledgement of
nance shall be formed. In the event that Hill has not provided an acknowledgement of
neitheless apply to the Contract.

y order hall be accepted entirely at the discretion of Hill. Hill reserves the right to reject
y order in whole or in part for any reason, including where the Buyer fails the credit
yorder and the accepted entirely with the discretion of Hill. Hill reserves the right to reject
yorder in whole or in part for any reason, including where the Buyer fails the credit
violate ordered are not available. Where the Goods and/or Services ordered are not
aliable, Hill will inform the Buyer accordingly and may recommend a replacement. If the
lacement is accepted by the Buyer, this will constitute a binding order for doors
allowed the studies of the services and Hill will deliver the replacement Goods and/or Services and Hill will deliver the replacement foods and/or services and thall will deliver the replacement foods and/or services and Hill will deliver the replacement foods and/or services and the subject to these Conditions and its valid for 30 days from its
feir rural any other date shown on the quotation), provided that Hill has not prevously

to unital any view used solvent from possible, proceedings, proceedings and the contract the worksies agreed otherwise in writing, these Conditions shall be incorporated in the Contract the worksies of all other terms, conditions or other representations. Any other general mes, conditions or other representations of the Buyer, even if they are known, are pressly excluded and rejected. These Conditions shall furthermore provide the basis for future transactions regarding the sale of Goods ander provision of Services by Hill future transactions regarding the sale of Goods ander provision of Services by Hill future transactions are grantly unless expressly amended in writing and signed by New thorizond presentatives on behalf of Helli.

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uthorized representatives on behalf of Hill.

ESCRIPTION OF OODS AN SERVICES
he quantity quality, description of and any specification for the Goods or Services shall
be as set out in Hillis: acknowledgement of order or, in its absence, Hill's quotation,
il descriptive matter, specifications and advertising issued by Hilli and any description,
il descriptive matter, specifications and advertising issued by Hill and any description,
il descriptive matter, specifications and advertising issued by Hill and any description,
the state of installations contained in Hills: Catalogues or brochurses are issued or published
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prediction of the Goods and/or Services which are required to contrain with any
or materially affect the quality or performance of the Goods and/or Services
to statement, description, information, warranty, condition or recommendation contained in
ory catalogue, proc list, advertisement or communication or made vertically by any of these
Conditions under the
contract unless otherwise agreed in accordance with any
ord these Conditions under the
contract unless otherwise agreed in accordance with action 2.5 above.

rame tor each instalment shall be Hill's current list price at the date of the despatch of a Instalment.

Instalment agreed in writing, Hill's prices may be subject to increase due to factors the activation and in the subject of increase due to factors the activation and in law or the interpretation there of, Inflation, waspe, production cost, change rate fluctuations, materials or other costs since the date of Hill's quotation or, if quotifion is issued, the Buyer's order. Hill accordingly reserves the right to adjust the invoices and outside shall be payable as if if were the original Contract price, and the invoices adjusted shall be payable as if if were the original Contract price, and the label for all and any local taxes or charges as appropriate to dis and/or Services in Indian rupees or US dollars. In shall be fulled to invoice the Buyer by post, by courier or enail for the price of the dos original contract price in the price of the costs of any packaging, transportation of the dos or gray additional costs resulting from any other afteration made by or requested in the form by the Duyer or or at the ener of delivery or upon additional by Hill in Indian escribio. 4.4

CARRIAGE AND INSURANCE 5.

RIAGEANDINSURANCE to cot of carriage and insurance of the Goods to the Buyer's premises shall be in rdance with the applicable incoterms 2020 (see section 5.2 below). se expressly appeal otherwise in writing, export orders shall be charged in rdance with incoterms 2020 - FCA place of departure, save that Hilli shall have no attorn to obtain any export licence or clearance required in relation to the Goods.

ignation to obtain any export records or traversens requires excesses the quotest price for the Goods Byper agrees to say for any loss or extra costs above the quotest price for the Goods Services which are directly or indirectly incurred by Hill through the Buyer's instructions lack of instruction or through failure or delay in taking delivery or through any act or fault on the part of the Buyer, its sevents or agents, thout projudice to any other rights and remedies which Hilli may have, if the Goods are should be represented by the Buyer to Hill (including the costs of the report), and specified a debts owed by the Buyer to Hill (including the costs of the report), and support of the sevent in informed that the Goods are ready for collection, the Buyer agrees that Hill should titled after 14 working days' notice to the Buyer to dispose of the Goods as Hill thinks fit.

TERMS OF PAYMENT

Inless 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 Hills to the address provided by

RMS OF PATMENT
ies an gread otherwise in writing, all payments due under any consessor in the provided by its provided by its provided by the provided by the

BELIVERY OF GOODS
The period for delivery shall be the period within which the Goods are intended to be despatched from Hills premises and shall be calculated from the date of the receipt by their of the Buyer's order or the date of resident of revealed of all receives yielding the period. He had not be supported to the buyer's order or the date of receipt by the buyer's order or the date of receipt by the buyer's order or the date of the buyer of the Goods within such a period. If no period is stipulated by Hill, then delivery will be such time after receipt of instructions as Hill bridge of the Goods are.

polated by Hilli, then delivery will be such time after receipt of Instructions as Hill thinks sornable.
Items agreed otherwise in writing, all times or dates given for delivery of the Goods are
on good fath and time for delivery shall not be of the essence. Hill shall not be
for any loss, costs, damages, charges or expenses caused directly or indirectly by
ringer to Buyer, any such cartier shall be deemed to be an agent of Hill and not of the
year for the purposes of the Sale of Goods Act 1830 and any amendments thereof
four projection be the warranties in section 12 below, no liability for non delivery, loss or
damage to the Goods occurring post-delivery or for any claim that the Goods size not in
timing by the Buyer to Hill (and in the case of claims for non-delivery, loss or damage with
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or upon delivery provided that the relevant loss or damings is expressly

8.3.2 Within 26 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.

If the Buyer fails to give notice in accordance with section 8.3 shove. 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 accordance
All requests for proof of delivery must be made within a period of 21 days following the
date of the irrection.

of the invoice.

any reason the Buyer is unable to accept delivery of the Goods at the time when the is have been notified as ready for delivery, Hilf may at as sole discretion store the is at the risk and cost of the Buyer and been all the cost of the Buyer and been at the cost of the Suyer, provided that the Buyer shall be immediately

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RETURNS AND CANCELLATIONS

NS AND CANCELLATIONS
It is section 8.3 above. Goods supplied pursuant to the Contract cannot be returned to section 8.3 above. Goods supplied pursuant to the Contract cannot be returned to section 8.3 above. Goods supplied to the section 8.3 above. Goods supplied to the section 8.3 above 1.2 above 1.3 abo

Consent of Hill.

PASSING OF TITLE AND RISK

The risk shall plass in accordance with the applicable Incolerms 2020.

The risk shall plass in accordance with the applicable Incolerms 2020.

The risk shall plass in accordance with the applicable Incolerms 2020.

The State of the 10.4. The Buyer may use the Goods in the ordinary course of the Buyer's business betone wire may be a passed to fuse the Goods in the ordinary course of the Buyer's business betone wire may be a passed to fuse the Goods in the Goods shall terminate immediately upon the occurrence of any of the events specified in sections 16.1.2 to 16.1.5 below.

10.6. Had shall be intitled for score payment for the Goods newtherstanding.

10.7. The Buyer grants Hill, its Personnel an irrevocable ficance at any time to enfor any premises where the Goods are or may be stored in order to inspect them, or, where the

Buyer's right to possession has terminated, to recover them, and the Buyer acknowledges that Hill shall have the right to intercept and repossess Goods in transit where the Buyer's could be possessed has been instead.

section 10 are in addition to and shall not in any way prejudice, limit or restrict any of Hitt's other rights or themselves unter the Contract or in International Contract of the Contract of International Contract applying reasonable skill and care.

Hill shall provide the Services to the Buyer in accordance with the Contract applying reasonable skill and care.

It ill shall use as reasonable endeavours to meet any performance duties for the Services. Hill shall not be liable for any loss whatsoever or howsoever arising caused by its failure to provide the Services on the due date.

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

11.3.1 Frocurs sale and unhindered access to the premises for all the Personnel to 11.3.2 Ensure that sell consents, permissions, or licences required to allow the Services to the provided or in place.

11.3.3 Ensure the provision of adequate power, lighting, heating and other such substitutes or supplies required for the Services.

11.3.5 Ensure that sell consents, permissions, or licences required to allow the Services to the provided or any lack.

11.3.6 Ensure that the sits where Services are to be provided are adequate for that purpose, clear and free from all health and safety hazards and possesses as the Hill shall reasonably require, and possesses and the services of the Personnel's death or personal injury or damage to the Buyer's premises except to the eathert any such death or personal injury or damage to the Buyer's premises except to the eathert any such death or personal injury or damage to the Buyer's premises except to the eathert any such death or personal injury.

11.4.2 Hill shall reasonably require, and Personnel's element of the Contract price to be due and payable forthwith:

11.4.1 When Hill issues a written notice to the Buyer confirming such completion; or flast components to parts from the Buyer (such as lack of availability of the condition of the Buyer's permisses on the site at which the Services are premises at the time ag

to be provided and/or the facilities at or the services available at these (c) remines at the time agreed for the provision of the Services, or The fallure by the Buyer to comply with the Contract.

WARRANTEE
Where Goods and/or Services are supplied with the benefit of a specific written warranty set out in another document produced by Hill, such warranty shall apply instead of the warranty set out in senten 12.2 below. The warranty in section 12.2 shall only apply where no such specific search and 12.5 below. The warranty in section 12.2 shall only apply where no such specific search and 12.5 below. The warranty in section 12.2 shall apply to overly such specific warranty except for the "manufacturers' lifetime warranty" set out in any operating instructions applied to the foods.

If the Buyer establishes the formation of the Services that there is a defect in the materials or workmanshop of the Goods or that the Goods or Services are supplied not in accordance with the Contract then Hill shall at its option, at its sole discretion and within a reasonable time.

12.21 Regard or make good such dieflood or Services are supplied not in accordance with the Contract then Hill shall at its option, at its sole discretion and within a reasonable time.

12.21 Regard or make goods with Goods or Services are supplied not in accordance with the Contract then Hill shall at its option, at 8 sole discretion and within a reasonable time.

12.21 Regard or make goods with Goods or Services are supplied not in accordance with the Contract the Hill shall set in purpose) or a service of the whole or part of the Contract the Contract or re-perform such Services. To the world of the Whole or part of the Contract of the 12.5

document), wilful damage, unsultable storage, handling, treatment, installation, maintenance, repair or application, abromal use or use under abnormal conditions.

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other terms implied by slatute, custom usage or otherwise are excused to the tunes which permitted by us.

BUYER'S RESPONSIBILITY

The selection of the Goods and/or Services suitable for the Buyer's purposes depends on a close selection of the Goods and or Services suitable for the Buyer's purposes depends on a constitute of the Goods include, but are not limited to, en-site conditions or other concerns of the proposed application of the Goods known only to the Buyer. The Buyer is solely responsible for satisfying itself that the data supplied to Hill on which information or recommendations made by Hill are based to correct and that any assumptions made by Hill to supplement that data are suitable for the Buyer's purposes, the services or against as to the Goods and/of Services, their fifting or use or as to the incorporation or compatibility of the Goods with other goods, as therefore followed or acted upon entirely at the Buyer's own risk and the Buyer acknowledges that it does not rely or and waives any claim for breach of any such representation. Accordingly, the Buyer must be supplied to the Cooks of the intraduction to the following.

(a) The acquired level of ongoing maintenance for the Goods and (1) the adequacy of the premise is which the Goods and and is employees, agents contractors and end users of the Goods.

(a) Store, handle, use, construct, maintain, and repair the Goods at all times in accordance with pool practice and in accordance with the Goods and (c) Received the necessary training in respect of Goods supplied, (c) in connection with the hirring of the Goods or the Goods being otherwise used by third parties, that the Goods with the recommended safety equipment in accordance with field in sheets, lackly the services are supplied in the original packaging including all conditions and the supplied of the field of the free supplied in the original packaging including all conditions and the supplied of the sheets, and other relevant Hill this after.

LECT TO THE FOREGOING, HITL'S TOTAL LABBLITY (WHETHER IN CONTRACT, I NCLUDING INCLUDING INCLUDING INCLUDING INCLUDING INCLUDING MERCURE MISSEPPRESENTATION, OR OTHERWISE, UNDER OR ONNECTION WITH THE PERFORMANCE BOST STATUTORY DUTY OR CHEMPLATED PERFORMANCE OF ANY CONTRIBUTION OR INDEMNITY, SHALL NOT EXCEED A SUM EQUAL TO THE OFFICE UNDER THE CONTRIBUTION OR INDEMNITY, SHALL NOT EXCEED A SUM EQUAL TO THE OFFICE UNDER THE CONTRACT.

NVOICE PROJECTIONS:

BUYER'S INDEMNITY

15. BUYER'S INDEMNITY

15. The Buyer shall be liable for and indemnifies Hills in respect of all demage or injury to any person or loss of or damage to any property and against all actions, demands, costs, others. The state of the state

Where Goods supplied by Hill ine used by a third party in a manner not previously specified in writing by "ellib in a stallarle, or in a manner on a manner not previously specified in writing by ellib in a stallar or in a manner on the accordance with these Condition including four not limited to) section 13.3. Hill shall not be liable for any costs, lost damage, liability or expenses suffered or incurred by the Buyer or any third party arisi directly or indirectly from or in respect of such Goods or such use (including for loss revenue, profils, production, opportunity, business, goodwill and/or of any contract) and it

16. DEFAULT OR INSOLVENCY OF BUYER 16.1 In the guest that

AULTORNISOLVENCY OF BUYER

16.1.1 The dilyer shall be in treach of any of its obligations under the Contract.

16.1.1 The dilyer and the interact of any of its obligations under the Contract.

16.1.3 The dilyer executed in the level of the Biggird property or assets or a season of the season of

INTELLECTUAL PROPERTY
 Intellectual property created by Hill 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 Hill. Nothing in these Conditions intellectual property HIII.
 All logos, trade name or Insidentians's (Markar) owned or used by Hill in the course of its business are the property of HIII. HIII reserves all intellectual property HIII in the course of its business are the property filth. HIII 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 smaller Markar without the prior written permission of HIII.

FORCE MAJEURE
hall be entitled to delay or cancel delivery or to reduce the amount of the Goods and/or Services
red if it is prevented from, hindered or delayed in manufacturing, obtaining or delivering the
sandor Services to normal route or manus of elevery through any commissions beyond its
lincluding, but not limited to, spacemass, or the commission services beyond its
lincluding, but not limited to, spacemass, or the commission, services, lock-outs, other labour
tas (whether or not relating to either party's swindfore), accidents, was, fire explication, down inc. reduction in or unavailability of power at manufacturing plant, breakdown of plant or
inery, shortage or unavailability of row materials from normal source of supply, or restraints or
a affecting carriers.

19. EXPORT IMPORT CONTROLS

19.1 If the delivery of Goods under a Contract is subject to the granting of an export or import licenses by a government or any governmental authority under any applicable law or regulation, or otherwise restricted or prohibited due to export or import control laws or regulation. Hill may suspend its obligations and the Buyer's rights regarding such delivery under the Contract until such license is granted or for the duration of such restriction and/or prohibition, respectively, and Hill may terminate the Contract, without incoming any flability towards the Buyer.

19.2 By according the offer, by entering into any Contract and/or by accepting any Goods from the contract and the con

THIRD-PARTY RIGHTS son who is not a party to this Contract has no right to enforce any term of this Co

ASSIGNMENT
 The Buyer may not assign, transfer, sub-contract or in any way dispose of its rights or obligations under this Confused without the prior written consent of Hilli.

receipt thereof provided that a copy of the notice or communication is also put into the post in accordance with section 24.1 within 24 hours following despatch of the linital version.

FAIR COLLECTION NOTICE—DATA PROTECTION.

Hill is shall comply with the provisions of the applicable data projection laws in relation to the processing of any data, including personal data, it obtains from the Buyer or from third parties with the Buyer or centre flower or cent reference agencies ("data). Hill shall consider the Buyer or the Buyer or the state of the search of the state of

IS DUSINess partners it uses a seguriteer research structure of the control of th

include IT companies, credit card processors, credit rating agencies or legal, financial and other advisors.

As Hills continues to develop its business, it might sell all 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.

27. ENTIRE AGREEMENT

27. ENTIRE AGREEMENT
The Contract sets out the entire agreement and understanding between the Buyer and Hills in Connection with the sale of Goods and the provision of Services and shall supersede and replace all documentation previously issued by Hill purporting to set out its terms and conditions of sale of documentation previously issued by Hill purporting to set out its terms and conditions of sale of or partly in reliance on, nor has the Buyers that the Contract has not been entered into wholly or partly in reliance on, nor has the Buyer and the Contract has not been entered into wholly or partly in reliance on, nor has the Buyer and the Contract has not been entered into wholly with the Contract has the Contract and review and the Contract and review cably and unconditionally waives any right it may have to any claim, rights or remedies including any right to receive the Contract and review cably and exceed the Contract and review cables and the Contract and the Contrac

CHOICE OF LAWAND DISPUTE RESOLUTION.
These Conditions and the Contract shall be construed and operated in accordance with the taws of India. The application of the UN Convention on the International Sale of Goods is lawy dispute or difference arising between the parties in respect of or arising out of these Conditions or the Contract shall be settled by a Solar Arbitration be appointed by the Conditions or the Contract shall be settled by a Solar Arbitration be appointed by the Provisions of the Arbitration and Conciliations of Life Contract shall be settled by a Solar Arbitration be appointed by the Provisions of the Arbitration and Conciliations of Life Contract shall be conducted as per the provisions of the Arbitration and Conciliations for Life (Time Virgination shall be conducted as per the provisions of the Arbitration and Conciliations for Life Contract.

WE VALUE YOUR BUSINESS! For all Queries relating to delivery, account etc., please contact HILTI INDIA CUSTOMER SERVICE Hilti India Pvt. Ltd., A-16, Block-B-I, Mohan Co-Operative Industrial Estate Ltd., New Delhi - 110044, India. CIN: U29248DL1996PTC082819

Toll Free No. 1800-102-6400 E customercare@hilti.com, Web: www.hilti.in



Customer Service T 1800 102 6400 customercare@hilti.com www.hilti.in

Page:

2.689.54 INR

35,262.88 INR

2,689.54 INR

9.000 % 9.000 %

Central GST (%)

State GST (%)

Total Invoice Value (In figure)	35,262.88	8
Currency	INR	
Total Invoice Value (In Words)	Thirty-Five Thousand Two Hundred Sixty-Two and Paise Eighty-Eight Only	
Tax subject to Reverse Charges	NO	
Payment Method	Bank Transfer	
Payment Terms	30 days net	- z
Shipping Condition	Customer Collection/ Walk In/ Ex-Works	

For Hilti India Private Limited

Authorised Signatory:

This is a computer generated invoice, no signature is required.

*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

Warranty for inserts is applicable for 6 months from the date of invoice against the original supply of goods.

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.

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

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.

- 1. Please make payment to "Hilti India Private Limited" (While paying, kindly quote Customer Code and Invoice number) OUR PAN NO. IS AAACH3583Q
- TO PAY VIA NEFT/RTGS DIRECTLY, KINDLY PAY VIA CITI BANK CURRENT ACCOUNT NO. (IFSC CODE CITI0000002) AS MENTIONED BELOW: CUSTOMER DEDICATED ACCOUNT NUMBER: HILT001000620235

Terms and conditions governing this contract/agreement are printed overleaf of this invoice and the same shall form part and parcel of the present contract/agreement and the Buyer accepts the said terms and conditions

Hilti India Private Limited

6th Floor | Building 8 | Tower C DLF Cyber City Phase 2 | Gurugram Haryana | 122002 | India CIN: U29248DL1996PTC082819

Registered Office: A16 | Block B - I

GENERAL

In these lems 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 Hills, "Contract" means any agreement between Hills and the Buyer for the purchase of Goods and/or provision of Services fromtly Hills, "Goods" meaning goods manufactured by Private Limited or one of its associated or subsidiary companies as the case may be. "Personnel" means the employees, servants, firectors, agents, consultants or other personnel of Hills or any of their subcontractions; and "Services" means the services to be supplied by Hills under or invisition to the Contract.

Headings do not affect the miles pretation of these Conditions.

MAKING THE CONTRACT

AKING THE CONTRACT

If writher quotation, estimate and/or advertised price for the Goods and/or Services shall

yether quotation, estimate and/or advertised price for the Goods and/or Services shall

were provided by placing an order or

it is wabelite or otherwise until Hills has sent an acknowledgement of order to the Buyer or

earlier) Hill delivers the Goods or provides the Services to the Buyer whereupon a

intend shall be formed. In the event that Hill has not provided an acknowledgement of

fer these Gordflons, provided the Buyer shall have had prior notice of them, shall

eitheliess apply bits Conrectly at the discretion of Hill. Hill reserves the right to reject

y order in whole or in part for any reason, including where the Buyer falls the credit

provide providered are not validable. Where the Goods and/or Services ordered are not validable. Where the Goods and/or Services ordered are not validable. Where the Goods in the standard or the shall be added to the shall be shall b

Buyer, nade by Hilli is given subject to these Conditions and is valid for 30 days from it y other date shown on the quotation), provided that Hilli has not previously

bed otherwise in writing, these Conditions shall be incorporated in the Contractision of all other terms, conditions or other representations. Any other general distinctions or other representations of the Buyer, even if they are known, at excluded and rejected. Those Conditions shall furthermore provide the basis for ansactions regarding the sale of Goods and/or provision of Services by Hill distinctions that prevail unless expressly amended in writing and signed by two generalizations to behalf of Hills.

authorized representances on remaining the DESCRIPTION OF GOODS AND SERVICES

The quantity, quality, quality, description of and any specification for the Goods or Services shall be as set out in Halfs authorised german of other too, in its observoe, Halfs authorised to be as set out in Halfs authorised german of premising issued by Halfs and any descriptions, details or illustrations contained in Halfs catalogue or brochures are issued or putches for the sole ourpose of giving an approximate idea of the Goods or Services described in the control of the sole ourpose of giving an approximate idea of the Goods or Services described in writing

PICE NICE | NICE 43 4.4

CARRIAGE AND INSURANCE
The cost of carriage and insurance of the Goods to the Buyer's premises shall be in accordance with the applicable incoterns 2020 (see section 5.2 below).
Unless expressly agreed otherwise in writing, export orders shall be charged in accordance with incoterns 2020. The charged in accordance with incoterns 2020 for the charged in the control of the charged in the charged

pation to obtain any trapersonal properties of the goods above the quoted price for the Goods between agrees to pay for any loss or extra costs above the quoted price for the Goods Services which are directly or indirectly incurred by Hill through the Buyer's instructions lack of instruction or through failure or delay in taking delivery or through any act or abust on the part of the Buyer, is servind or agents about the part of the Buyer is servind or agents mitted to Hilli or its Personnel for repair, Hilli shall have a general lien on the Goods in spect of all debts owed by the Buyer to Hill including the costs of the repair, and the looks are not collected and paid for by the Buyer within 5 months of the Buyer or informed the Goods are serviced by the Buyer of the Goods as Hill thinks fit leited other 1s working days notice to the Buyer to dispose of the Goods as Hill thinks fit and the service of the Goods are the Buyer to dispose of the Goods as Hill thinks fit and the service of the Goods as Hill thinks fit and the service of the Goods are the Buyer to dispose of the Goods as Hill thinks fit and the service of the Goods are the service of the Goods as Hill thinks fit and the service of the Goods are the service of the Goods as Hill thinks fit and the service of the Goods are the service of the Goods as Hill thinks fit and the service of the Goods are the service of the Goods as Hill thinks fit and the service of the Goods are the service of the Goods as Hill thinks fit and the service of the Goods are the service of the Goods as Hill thinks fit and the service of the Goods are the service of the Goods as Hill thinks fit and the service of the Goods are the service of the Goods are the service of the Goods are the service of the Goods as Hill thinks fit and the service of the Goods are the service of the Goods ar

TERMS OF PAYMENT
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 Hilli to the address provided by

as a great of the water of the invoice and by fall, to the address provided by Suyer.

Buyer shall not be entitled to exercise any set of, lien or any other similar right or claim so the Buyer has a valid court order requiring an amount equal to such deduction to be by Hitt to the Buyer. Hit may set of any claim of any land whatsoner which the soower against any sum which would otherwise be due from the Buyer to Hitt under the tract or any other contract otherwise howsoner.

Goods or Services are delivered / provided in instalaments. Hit shall be entitled to ce each instalament as and when delivery thereof has been made and payment shall tallarite by the Buyer to either pay my due instalament in accordance with this Contract claims to give delivery instructions in respect of any Goods or Services shall cause the ie of the price of Goods and Services already manufactured or provided at the time of the office provided to the contract of the contract of the contract of the contract of the propagation of the contract of the contract of the provided of the time of the delivery instructions in respect of any Goods or Services shall cause the ie of the price of Goods and Services already manufactured or provided at the time of the delivery instruction in the provided of the time of the payment shall be a condition processed the business of the Goods / provision that the provided payments due from the Buyer.

7.6

DEFLIVERY OF GOODS

The period for delivery shall be the period within which the Goods are intended to be be period for delivery shall be the period within which the Goods are intended to be be period for delivery shall be calculated from the date of the tot of the following the fo

pulated by Hill, then delivery will be such time after receipt of instructions as Halt thinks somable.

Items agreed the theoretic entering, all times or dates given for delivery of the Goods are less agreed field and time for delivery rehalf hot be of the reservor. Hill shall not be for any loss, costs, damages, charges or sexpenses caused directly or indirectly by delivery in the delivery of the Goods. Where the Goods are handed over to a carrier for range to Buyer, any such carrier shall be deemed to be an agent of Hill and not of the year for the purposes of the Sale of Goods Act 1930 and any amendments thereof, thous projectly to the warrantees in section 12 below, no liability for non delivery, loss of damage to the Goods according post-delivery or for any claim that the Goods and the copy to the carrier if Hillis own vehicles have not been used to deliver the Goods? 8.3.1 Immediately in case the loss of or damage to the Goods occurred in transit or upon delivery provided that the relevant loss or damage is expressly mental and the contraction of the carrier if Hillis own vehicles have not been used to deliver the Goods? 8.3.1 Immediately in case the loss of or damage to the Goods occurred in transit or upon delivery provided that the relevant loss or damage is expressly mental and the carrier of the contraction of the carrier of the foods of the foods of the carrier of the foods of the foods

If the Buyer fails to give notice in accordance with section 8.3 above, the Goods shall be deemed to be in all respects in accordance with the Contract and the Buyer 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. All requests for proof of delivery must be made within a period of 21 days following the life or any reason the Buyer is unable to accept delivery of the Goods at the time when the life or any reason the option of the Buyer and takes all reasonable teleps to seleguard and insure them at the cost of the Buyer, provided that the Buyer shall be immediately informed thereof.

REUNIN AND CANSELLATIONS
Subject on 13 above. Coolds supplied pursuant to the Contract cannot be returned without the price of the contract cannot be returned without the price or the purple of the price of the contract cannot be returned without the price or the purple of the price of the contract of

consent of Hills.

PASSING OF TITLE AND RISK
The risk shall pass in accordance with the applicable incoderms 2020.
The risk shall pass in accordance with the applicable incoderms 2020.
The risk doods shall not pass to the Buyer until Hill 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 Hill from the Buyer on
Until title to the Goods has passed to the Buyer, the Buyer shall:
10.3.1 Hold the Goods on a flouciary basis as Hill's baller;
10.3.2 Sores the Goods (at no cost to Hill's separately from all other goods of the
Buyer or any third party in such a way that they remain readily identifiable
10.3.3 Not deatively defined or obscure any densitying man't or packeging on or
relating to the Goods and
10.3.4 Maintain the Goods in satisfactory condition and seep them naumad on
relating to the Goods on the Buyer shall produce the policy of
Intel Buyer may use the Goods in the ordinary course of the Buyer shall produce the policy of
The Buyer may use the Goods in the Goods will be Buyer a business before ownership has passed fold.

10.4 The Buyer may use the Goods in the ordinary course of the Buyer's business before ownership has passed in.
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 16.1.5 below.
10.6 Hitli shall be antified to recover payment for the Goods notwithstanding that ownership of any of the Goods has not possed from Hitl.
10.7 The Buyer grants Hitl, its Personnel an irrovocable (conce et any time to enter any premises where the Goods are or may be stored in order to rispect them, or, whate the

Buyer's right to possession has terminated, to recover them, and the Buyer acknowledges that Hill shall have the right to intercept and repossess Goods in transit where the Buyer's cited to researce to he to reproduce

section 10 are in addition to and shall not in any way prejudice, limit or restrict any of Hillt's other rights or remedies under the Contract or in law.

11 SUPPLYOF SERVICES

12 Hill shall provide the Services to the Buyer in accordance with the Contract applying reasonable skill and care.

13 Hill shall provide the Services to the Survices of the contract applying reasonable skill and care.

14 Hill shall provide the Services, but any such dates shall be estimates only and time shall not be of the essence for the sarvices, but any such dates shall be estimates only and time shall not be of the essence for the participant of the same shall be shall b

to be provided and/or the facilities at or the services available at those premises at the time agreed for the provision of the Services, or (c) misses are the time agreed for the provision of the Services, or the failure by the Buyer to comply with the Contract.

WARRANTES
Where Goods and/or Services are supplied with the benefit of a specific wirther warranty set out in another document produced by Hill, such warranty shall apply instead of the warranty set out in another document produced by Hill, such warranty shall apply instead of the warranty set out in another document produced by Hill, such warranty shall apply instead of the warranty set of the sections 124 and 125 to 125 shall apply to every such specific warranty exclusions in sections 124 and 125 to 125 shall apply to every such specific warranty exclusions in sections 124 and 125 to 125 shall apply to every such specific warranty exclusions in sections 124 and 125 to 125 shall apply to every such specific warranty exclusions in sections 124 shall be supplied to 125 s

or soare parts other than those manufactured by Hill without Hill's prior witten approval;

12.6.5 If the folial price for the Goods and/or Services has not been paid by the due to the folial price of the Hill price of the Goods and/or Services or their failure to correspond with the description or specification shall whether or not delivery is refused by the Buyer's be notified to Hill within 10 days after the Buyer discovers or 12.6.7 Unless Hill is given a massonable opportunity to examine such Goods or location at which the Services were performed and the Buyer (if asked to do location at which the Services were performed and the Buyer (if asked to do Hill's the Hill respiration of the foregoing events under sections 12.5.1 to 12.5.4 above, the Buyer agrees to indemnify Hill against all actions, costs, charges, losses, damages and expenses which Hill may incur or sustain by restor of any action brought by any third party or end-using Saws as expressively provided in these Conditions, all warranties, conditions, guarantees or other terms implied by statute, custom usage or otherwise are excluded to the fullest extent permitted by the

permitted by law

BUYER'S RESPONSIBILITY

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 conditions or other corcumstances of the proposed application of the Goods known evenly to the Buyer. The Buyer is bolely responsible for satisfying their that the data supplied the first of the Control of

(nuclear, biological, chemical to surrear and a surrear an

SUBJECT TO THE FOREGOING, HILTIS TOTAL LABILITY (WHETHER IN CONTRACT SUBJECT TO THE FOREGOING, HILTIS TOTAL LABILITY (WHETHER IN CONTRACT TORT INCLIDING NEGLIGENCE MISREPRESENTATION OR OTHERWISS LUNDER OR IN CONNECTION WITH THE PERFORMANCE SERECH OF STATUTORY DUTY OR CONTEMPLATED PERFORMANCE OF ANY CONTRACT, OR BASED ON ANY CLAMFOR CONTRACT TO THE MISSES ON THE CONTRACT OF THE MISSES OF THE

BUYER'S INDEMNITY
The Buyer shall be liable for and indemnifies Hitli in respect of all damage or injury to any person or loss of or damage to any property and against all actions, demands, costs, charges, expenses or other loss suffered by thill arising, contained to the control of the con

Where Goods supplied by Hilt are used by a third party in a meant not provided a period in writing by Hilt to be subtable, or in a meet of by a third party in a meant not provided and the working of the coordinate with the coo

AULT OR NSOLVENCY OF BUYER

16.1.1 The Buyer shall be in treach of any of its obligations under the Contract,
16.1.2 Any distension obsculption shall be lerived on the Buyer's prompt or assets, or
16.1.2 Any distension consculption shall be lerived on the Buyer's prompt or assets, or
16.1.2 Any distension of the Buyer of the Buyer or Individual to perferancelly shall make or older for make any
voluntary arrangement or composition with its creditors or become bankrupt
or if any sharkuptcy petition be presented against him.

16.1.4 (if the Buyer is a company) the Buyer has an administration reported to administration speciated in the court for the appointment of an administrator
of the Buyer or notice of intention to appoint an administrator of the Buyer or notice of intention to appoint an administrator is given by the
Buyer or notice of intention to appoint an administrator is given by the
Buyer or notice of intention to appoint an administrator is given by the
Buyer or its directors or by a qualifying floring charge holder, or the Buyer
commences to be excurd up; or
16.1.5 Short application of the school of the Buyer or may
the supplied the control in action 16.1.1 to section 16.1.3 Coccurs to the Buyer
any and all of the other Contracts between Hitl and the Buyer or may
telling the proposed product the supply of Services.

INTELLECTUAL PROPERTY
Any intellectual property created by Hilb in the course of the performance of the Contract or
the design, manufacture or supply of or otherwise in relation to the Goods or
the provision of the Services shall remain the property of Hall. Nothing in these Conditions
shall be determed to have given the Buyer all centeric or any other right to use any of the
All logos, trade name of trademarks (Marks') owned or used by Hilb in the course of its
business are the property of Hill. Hill 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
smaller Marks whout the prior writine permission of Hill.

FORCE MAJEURE

THIRD-PARTY RIGHTS

on who is not a party to this Contract has no right to enfo

sign, transfer, sub-contract or in any way dispose of its right

24. NOTICE required to be served under this Contract shall be served on Hilli at its registered offices. He address of which may be notified to the Buyer by Hills from time to teme, and on the Buyer at the address notified to Hill in this registration application by first common to the server of the server o

receipt thereof provided that a copy of the notice or communication is also put into the post inaccordance with section 24.1 within 24 hours following despitable that in inflat version.

FAIR COLLECTION NOTICE – DATA PROTECTION

Hill shall comply with the provisions of the applicable data protection laws in relation to the processing of any data, including personal data, it obtains from the Buyer or from third processing of any data, including personal data, it obtains from the Buyer or from third processing of any data, including personal data, it obtains from the Buyer or from the despitable of the processing of the Buyer and for any other purpose required or promitted in accordance with applicable law.

Any data will only be used in connection with the Contracts and any other business Hill conducts for the Buyer and for any other purpose required for the fair processing of the Buyer has voluntarily given to Hill. In such circumstances, Hill reserves the right buyer has voluntarily given to Hill. In such circumstances, Hill reserves the right of the processing of the proces

Hill may share the Buyer's data with other entities of the Hill group of companies and with its business partners if there as legitimate reason to do so and such sharing is legisly permissible. His properties of the properties of the properties of the properties of the his permissible of the properties of the prope

26. CONFIDENTIALITY
The Buyer acknowledges that all trade and business secrets as well as all technical, commer
financial date of hild disclosed to the Buyer by Hill that are not public knowledge is the con
information of Hill. The Buyer shall not disclose any such confidential information to any the
information of Hill. The Buyer shall not disclose any such confidential information to any
purpose other than as agreed between the perties in writing. The confidentiality obligation
spoly if a disclosure is mandatory pursuant to applicable law or regulations. Prior to in
mandatory disclosure, the Buyer shall inform Hill in writing of the need to make such a disclose
the circumstances requiring it, and the parties shall discuss and agree in good faith upon app
means to protect Hill's netreats.

27. ENTIRE AGREEMENT.

The Contract seats out the entire agreement and understanding between the Buyer and Hills connection with the sale of Goods and the provision of Services and shall supersede and replace indocumentation previously issued by Hill purporting to set out its terms and conditions of sale Goods and/or Services. The Buyer acknowledges that the Contract has not been entered into who or partly in reliance on, nor has the Buyer been given any warranty, stafement, promise representation by Hill or on the Sehall offorther as expressly set out in the Contract. The Buy agrees that the only rights or remedies available to it ensing out of or in connection with a warrands, stafements, promises or representation of contract and environments.

CHOICE OF LAW AND DISPUTE RESOLUTION
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 laws of India. The application of the UN Convention on the International Sale of Goods is 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 Financial Officer (CFO) of Hills. The Arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Dehir Courts at New Dehi shall have the exclusive jurisdiction to deal and decide anylal the matter arising under these Conditions or the Contract.

WE VALUE YOUR BUSINESS! For all Queries relating to delivery, account etc., please contact HILTI INDIA CUSTOMER SERVICE Hilti India Pvt. Ltd., A-16, Block-B-I, Mohan Co-Operative

Industrial Estate Ltd., New Delhi - 110044, India. CIN: U29248DL1996PTC082819 Toll Free No. 1800-102-6400

E customercare@hilti.com, Web: www.hilti.in





SCAN QR CODE TO PAY VIA UPI APP

Terms and conditions governing this contract/agreement are printed overleaf of this invoice and the same shall form part and parcel of the present contract/agreement and the Buyer accepts the said terms and conditions.

Customer Service T 1800 102 6400 customercare@hilti.com

Page:

www.hilti.in 3/3

6th Floor | Building 8 | Tower C DLF Cyber City Phase 2 | Gurugram Haryana | 122002 | India CIN: U29248DL1996PTC082819

Registered Office: A16 | Block B - I

Mohan Co-operative Industrial Estate Limited | New Delhi | 110044 | India

GENERAL
In these terms and conditions of sale ("Conditions") the following words have the meanings in these terms and conditions of sale ("Conditions") the following words have the meanings shown: "Buyer' means the person. Ifm or company purchasing Goods and/or Services from Hills: "Contract" means any agreement between Hills and the Buyer for the purchase of Goods and/or provision of Services from by Hill; "Goods" means goods manufactures from the Hills ("Goods" means goods manufactures from the Hills ("Goods" means goods manufactures from the Hills ("Fersonel" means the demolyces, servains, Gredors, agents, consultants or obtained the Hills or any of their subcontractors; and "Services" means the services to be supplied by Hills under or in maliation to the Contract.

Headings do not affect the interpretation of these Conditions.

Haddings on called the interpretation of the Contract.

MAKING THE CONTRACT

Any written quotation, estimate and/or advertised price for the Goods and/or Services shall be an invitation to treat and no brinding contract shall be created by placing an order or lifts website or otherwise until His has sent an acknowledgement of order to the Buyer or if a suries? His liselvers the Goods or provides the Services to the Buyer, whereupon a corder these Conditions, provided the Buyer shall have had prior notice of them, shall nonetheless apply to the Contract.

Any order shall be accepted entirely at the discretion of hist. Hit reserves the right to reject, any order shall be accepted entirely at the discretion of hist. Hit reserves the right to reject approval process of Hitl, or exceeds its available credit limit with Hills, or the Goods and/or Services ordered are not available. Where the Goods and/or Services ordered are not available. Where the Goods and/or Services ordered are not available. Where the Goods and/or Services ordered are not available. Where the Goods and/or Services ordered are not available. Where the Goods and/or Services ordered are not available. Where the Goods and/or Services ordered are not available. Where the Goods and/or Services ordered are not available. Where the Goods and/or Services ordered are not available or the services and Hill with deliver the replacement Goods and/or Services to the Buyer.

y other case shown on the glocalium, provised that misitias not previously of otherwise in writing, these Conditions shall be incorporated in the Cont on of all other terms, conditions or other representations. Any other gen one or other representations of the Buyer, even if they are knowled under any other gen one or other representations of the Buyer, even if they are knowledge successful for the provision of services as exclosing regarding the sale of Geodos and/or provision of Services by one shall prevail unless expressly amended in writing and signed by resemblishes on the half of thill.

3.

thoraced representatives on behalf of Hilli.

SECRIPTION OF GOODS AND SERVICES
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be quantity, quality, description of and any specification for the Goods or Services shall
conscription matter, specifications and advertising issued by Hillia and any descriptions,
conscription matter, specifications and advertising issued by Hillia and any descriptions,
that size influstrations contained in Hillia catalogues or brochurus are issued or published
in the science of purpose of giving an approximate idea of the Goods or Services described in
em and they will not form part of the Contract unless otherwise agreed in writing
till reserves the right, without liability to the Buyer, to make any changes in the
specification of the Goods andfor Services which are required to conform with the
specification of the Goods andfor Services which are required to conform with any
specification of the Goods andfor Services which are required to conform with any
specification of the Goods andfor Services which are required to conform with any
specification of the Goods andfor Services which are required to conform with any
or statement, description, information, warranty, condition or recommendation contained in
y catalogue, price ist, advertisement or communication or made vertially by any of the
ersonnel shall be constituted to vary in any way any of these Conditions under the
other contributions of the conformation of the commendation contained in

SEC. 3.3

uable for each instalment shall be Hill's current fist price at the date of the despation of instalment.

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5. 5.1

4.5

RRIAGE AND INSURANCE
cost of carriage and insurance of the Goods to the Buyer's premises shall be in
cost of carriage and insurance of the Goods to the Buyer's premises shall be in
cost of carriage and insurance of the Goods to the Buyer's premises shall be charged in
ordance with incoferms 2020 - FCA place of departure, save that Hill shall have no
contact hackage are averatificance or defearance required in relation to the Goods.

ITIONAL COSTS

Buyer agrees to pay for any loss or extra costs above the quoted price for the Goods ervices which are directly or Indirectly incurred by Hall through the Buyer's instructions (s. of instruction or through failure or delay in taking delivery or through any act or at on the part of the Buyer, is servants or agents.

It is part of the Buyer, is servants or agents, in the servant or the part of the Buyer and the servants or agents, in the servant of the servant or agents, in the servant of the serva 6.2

RMS OF PAYMENT
ess agreed otherwise in writing, all payments due under any Contract must be a
Buyer within 30 days of the date of the invoice sent by Hilb to the address prov

if within 30 days of the citile of the invoice sent by Hill to the address provided by
it shall not be entitled to exercise any set off. Hen or any other similar right or claim
be toyen has a valid court order requiring an amount equal to such deduction to be
the such as a valid court order requiring an amount adval to such deduction to be
any have against Hills under the Contract or any other contract or otherwise
against any sum which would otherwise be due from the Buyer to Hill under the
or any other contract otherwise howscover.
Once or Services are delivered 7 provided in instalments. Hill shall be entitled to
ach instalment as and when delivery thereof has been made and payment shall
re by the Buyer to either pay any due instalment in accordance with this Contract
to give delivery instructions in respect of any Goods or Services shall cause the
the price for Goods and Services already manufactured or provided at the time of
fault, to become due forthwith without any notice.
agreed in writing between the parties, Hills is entitled to charge and to
interest at 4% show the current LIBOR base rate on any unpaid invoices and/or
rowerdue payments due from the Buyer.

7.6

alated by Hill, then delivery will be such lime after receipt of instructions as Hill thries ordinated.

The provision of the such limes or dates given for delivery of the Goods are not not good faith and lime for delivery shall not be of the essence. Hill shall not be for any loss, costs, damages, changes or expresse caused directly or indirectly by delay in the delivery of the Goods. Where the Goods are hasted over in a carrier for in for the purposes of the Sale of Goods Act 1930 and any amendments thereof, out prejudice to the warrantees in section 12 below, no liability for non delivery, loss of amage to the Goods cocurring post-delivery of the any claim hat the Goods are not included the superior of the superior of the superior of the superior of the property of the carrier of the superior of the superior of the superior of the year of the superior of the superior of the superior of the year of the superior of the superior of the superior of the year of the superior of the superior of the year of the superior of the superior of the property of the superior of the year of the superior of the year of the superior of the year of the superior of the superio

as you warmy provision that the relevant loss of damage is expressly mindled 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 the Confract.

6.5.3 Confract.

6.6.4 Reconstruct is a first of the Goods of any other noncompliance with the Buyer fails to give notice in accordance with section 8.3 above, the Goods shall be enemed to be in all respects in accordance with the Confract and the Buyer shall be in a first proof of delivery must be made within a period of 21 days following the slar of the invoice.

the invoice yr reason the Buyer is unable to accept delivery of the Goods at the time when the Three been notified as ready for delivery, thiti may at its sole discretion store the three th

RETURNS AND CANCELLATIONS
Subject to section 63 above, Goods supplied pursuant to the Contract cannot be returned without Hill's prior written authorisation. Duly authorised returns:

9.1.1 Shall be sent to Hill's premises at the Buyer's expense;

9.1.2 May be subject to a handling charge of 20% off the value of the Goods, and 9.1.3 Must be in the same condition as originally supplied to the Buyer. The Buyer may not cancel an order for Goods and/or Services including of the Buyer once the order has been inputted into Hill's ordering system, without the prior written consent of Hills.

onsertor FitTLE AND RISK

10. PASSING OF TITLE AND RISK

11. The risk hall pass in accordance with the applicable incoferms 2020.

10. The risk hall pass in accordance with the applicable incoferms 2020.

10. The fit to the Goods shall not pass to the Buyer until Hill has received in full (in cash or clear 2021).

10. The Goods and 10.2.2 All other sums which are or which become due to Hill from the Buyer on any account.

10.3 Until till to the Goods and 10.2.2 All other sums which are or which become due to Hill from the Buyer or any scount.

10.3.2 Store the Goods (and co cost to Hill) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiative as Hill's propriets or obscure any identifying mark or packaging on or 10.3.4 Not dealtry, defice or obscure any identifying mark or packaging on or 11. All the summarized to Hill.

10.3.1 The Buyer the summarized to Hill.

10.4 The Buyer the summarized to Hill.

10.5 The Buyer in summarized to Hill.

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

10.7 The Buyer grains Hill, its Personnel 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's right to possession has terminated, to recover them, and the Buyer acknowledges that Hillt shall have the right to intercept and repossess Goods in transit where the Buyer's

SUPPLY OF SERVICES
Hill invide the Services to the Buyer in accordance with the Contract apply

SUPLY OF SERVICES

HIRD shall provide the Services to the Buyer in accordance with the Contract applying them and the services and the services are services. It is shall use to reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. Hit shall not be libited for any loss whitescere or howevery endeavours. The services are services and the services are services as the services as the previous of the Services are to be provided sorge for the 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's death or personal injury or damage to or the 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's death or personal injury or damage to or services and personnel's property whilst on the Buyer's premises except to the extent any such death or personal injury.

The Services will be deemed adult-contractors and Personnel's property whilst on the Buyer's premises except to the extent any such death or personal injury.

The Services will be deemed glipson of Pitto or the subversaries element of the Contract from the Services but is prevented from define so by the lack of relevant assistance from the Buyer (such as lack of availability of lest components or peris from the Buyer's personal services are promises at the time agreed for the provision of the Services are promises at the time agreed for the provision of the Services are promises at the time agreed for the provision of the Services,

WARRANTIES
Where Goods and/or Services are supplied with the benefit of a specific written warranty shall apply instead of the set out in another document produced by Hall, such warranty shall apply instead of the no such specific warranty is supplied in relation to the Goods and/or Services. The exclusions in sections 1.24 and 12.5 to 1.25 shall apply to every such specific warranty except for the "manufacturer's lifetime warranty" set out in any operating instructions if the Buyer establishes is subsent.

12.2

warranty set dut in section 12.2 below. The warranty in section 12.2 shall only apply where or such specific warranty is supplied in healthough to the Goods and/or Sperioss. The except for the "manufacturer's lifetime warranty" set dut in any operating instructions applied with the Goods.

If the Buyer establishes it is reasonable satisfaction within 12 months of the date of if the Buyer astablishes or performance of the Services that there is a defect in the materials converting the services of the services that there is a defect in the materials or workmenship of the Scodo or that the Goods or Services are supplied not in accordance with the Contract then Hills shall at its option, at its sole discretion and within a reasonable time.

12.2.1 Repair or make good such diefled or failure in such Goods free of change to and from the Buyer for that purpose); or and from the Buyer for that purpose); or and from the Buyer for that purpose); or an after the Hills shall at its option, at its sole discretion and within a reasonable time.

12.2.1 Repair or make goods such diefled or failure in such Goods for reaferable to an of from the Buyer for that purpose); or an accordance with the Contract or re-perform such Services. To the whole or part of the Contract of Coods or Services are suppropried having them to contract of Coods or Services. The performance of Coods or contract of the Contract of Coods or Services are suppropried to the Contract of Coods or Contract o

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or spare parts other than those manufactured by Hilli without Hilli's prior written approval; if the fold price for the Goods and/or Services has not been paid by the due 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 to correspond with heir description or specification shall (whether or not delivery is refused by the Buyer) be notified to Hill within 10 days after the Buyer discovers or Unless Hill is given a reasonable opportunity to examine such Goods or location at which the Sarvices were performed and the Buyer (if asked to do so by Hill) returns such Goods or materials relating to the Services to Hill's location; and the services were performed and the Buyer (if asked to do so by Hill) returns such Goods or materials relating to the Services to Hill's location; and the services were performed and the Buyer (if asked to do so by Hill) returns such Goods or materials relating to the Services to Hill's location; and the services of the services of the services of the services of the location; and the services of the services of the services of the location; and the services of the services of the services of years of years

other terms implied by statute, custom usage or otherwise are excluded to the fullest extent permitted by Jennis IBBLITY

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 conditions or other crownstances of the prosposed application of the Goods around only to the Buyer. The Buyer is solely responsible for satisfying taelf that the based is correct and that any susception of the Goods around the based is correct and that any assumptions made by Hitl is supplement that data are suitable for the Buyers burgoes. Any advice, representation or recommendation glien by Hitls or Personnel to the Buyer and employees or agents as to the Goods and/of Services, their fitting or use, or as to the amployees or agents as to the Goods and/of Services, their fitting or use, or as to the supplement that the Goods and the Buyer and waives any claim for breach of any such representation. Accordingly, the Buyer must rely on its own judgement and if necessary seek expert advice in relation to the following:

(a) The suitability and compacibility of the Goods for the rithered use.

(b) The required level of ongoing maintenance for the Goods and (d) The adequacy of the premises in which the Goods are to be used.

The Buyer acknowledges that it is responsible for ensuring it and its employees, agents, considering the subject of the suitability and construction and data sheets, as well as all other relevant asfety, training, usage and maintenance instructions and data sheets, as well as all other relevant asfety, training, usage and maintenance instructions and suddelines supplied to the Buyer from time to time by Hitl or its (b) Roceby the necessary training in respect of Goods supplied, (c) in connection with the hiring of the Goods are than a part of the Goods being chrowise used to the properties and data sheets, as well as all other relevant asfety, training a packaging including all controls and controls and controls.

14. LIMITATION OF LIABILITY

14. Notwithstanding anything to the contrary under these Conditions or any Contract, this section 14 sets out the entire financial liability of Hill (including any liability for the acts or omissions of its Personnel) to the Buyer in respect of.

14.1. Any sear make by the Buyer of any of the Goods or Services; or

14.1.3. Any representation, statement or tortious act or omission including negliganous raising under or inconnection with the Contract.

14.2. Hill shall not be liable to the Buyer for any pure economic loss, loss of profits on or opportunity, loss of data, depletion of goods or business, loss of production or opportunity, loss of data, depletion of goods.

THE STATE OF PRIZE OF THE FOREGOING, HILTIS TOTAL LIABILITY (WHETHER IN CONTRACT, SUBJECT TO THE FOREGOING, HILTIS TOTAL LIABILITY (WHETHER IN CONTRACT, TOTRI INCLIDING NEGLIGENCE, MISKEPRESENTATION OR OTHERWISS, UNDER OR IN CONNECTION WITH THE PERFORMANCE, BREAT OF STATUTORY DUTY OR CONTEMULATED PERFORMANCE OF ANY CONTRACT, OR STATUTORY DUTY OR CONTEMULATED PERFORMANCE OF ANY CONTRACT, OR STATUTORY DUTY OR CONTRIBUTION OF MISCORD SHALL, NOT EXCEED A SUM EQUAL TO THE INVOICE PRIZE UNDER THE CONTRACT.

BUYER SINDEMNITY

The Buyer shall be liable for and indemnifies Hilb in respect of all damage or injury to any person or loss of or damage to any property and against all actions, demands, costs, charges, expenses or other loss suffered by Hilb arising, charges, expenses or other loss suffered by Hilb arising, charges, expenses or other loss suffered by Hilb arising, and/or 15.1.2 In respect of any act, considering gladinos, and/or breach of the terms of these Conditions or otherwise through the default of the Buyer.

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

16. DEFAULT OR INSOLVENCY OF BUYER
16.1 In the event that

FAULT OR RISOLVENCY OF BUYER

16.1.1 The Buyer shall be in breach of any of its obligations under the Contract;

16.1.2 Any distress or execution shall be levied on the Buyer's property or assets: or

16.1.3 The buyer (an individual or partitership) shall make or offer to make any
or if any bankruptcy petition be 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,
of the Buyer or notice of intention to appoint an administrative receiver or
administrator appointed or makes a voluntary arrangement with its creditors,
of the Buyer or notice of intention to appoint an administrative repetits of the Buyer or its directors or by a qualifying floating charge holder, or the Buyer

16.1.5 The Buyer falls to pay the 16.1.1 Section 16.1.5 Course to the Buyer

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16.1.5 In the Course of the Buyer of the Course of the Buyer or any other

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INTELLECTUAL PROPERTY
Any intellectual property resided by Hitl 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 Sarvices shall remain the property of Hills. Nothing in these Conditions in the Condition of the Sarvices shall remain the property of Hills. Nothing in these Conditions intellectual property of Hills.

All logos, trade name or Irademarks (Marks') owned or used by Hills in the course of its business are the property of Hills. Hill reserves all reflectual 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 Marks without the prior written permission of the such Marks or any similar Marks without the prior written permission of the such Marks.

18. FORCE MAJEURE
Hill shall be entitled to delay or cancel delivery or to reduce the amount of the Goods and/or Services Hill shall be entitled to delay or cancel delivered or delayed in manufacturing, obtaining or delivering the Goods and/or Services by normal rouse or means of delivery through any circumstances beyond read or services by normal rouse or means of delivery through any circumstances beyond read or services of the read of the services of the read of the

EXPORT/IMPORT CONTROLS
If the delivery of Goods under a Contract is subject to the granting of an export or import license by a government or any governmental authority under any applicable law or regulation, or otherwise restricted or prohibited due to export or import control laws or regulations, thill may suspend its obligations and the Buyer's rights regarding such delivery under the Contract until such license is granted or for the duration of such restriction and/or prohibition, respectively, and Hill may terminate the Contract, without incurring any flight lowerds the Buyer.

By accepting Hill's offer, by entering into any Contract and/or by accepting any Goods from Hill, the Buyer agrees that it will not date with the Goods and/or documentation related thereton violation of any applicable export or import control laws and regulations.

THIRD-PARTY RIGHTS on who is not a party to this Contract has no right to enforce any term of this Contract

ASSIGNMENT
User may not assign, transfer, sub-contract or in any way dispose of its rights or obligations
this Confract without the prior written consent of Hilli.

24. NOTICES 24.1 Any notice

NOTICES
Any notice required to be served under this Contract shall be served on Hitll at its negistered offices, the address of which may be notified to the Buyer by Hitl from the longistered offices, the address of which may be notified to the Buyer by Hitl from the longistered offices, the served by the ser

packed thereof provided that a copy of the notices or communication is also put into the post in accordance with section 24.1 within 24 hours following despends of the initial vergion.

FAIR COLLECTION NOTICE — DATA PROTECTION
Hills shall comply with the provisions of the applicable data protection have in relation to the processing of any data, including personal data, in obtains from the Buyer of from the Buyer of from the Buyer of the provision of the applicable comply with its online Privacy Policy when the Buyer purchases the Goods and/or Services from Hill through Hills website.
Hill may process all data to enable Hill to do business with the Buyer and for the specific propose of selling the Goods and/or Services to the Buyer, Hill will not retain any data for suppose of selling the Goods and/or Services to the Buyer. Hill will not retain any data for asserting the contracts of the processing of the supplicable retention policies and/or as required or permitted in accordance with applicable live. Any data will only be used in connection with the Contracts and any other business Hill conducts for the Buyer and for any other purpose or required for the fair processing of the Buyer has voluntarity given to he lay if it wishes Hill to ensure a company of the Buyer has voluntarity given to help it in white All the processing any data which the terminate the Contracts. Hills it can be a processed to the Buyer has voluntarity given to help it in white the Hills in such circumstances. Hill reserves the right to terminate the Contracts. Hills it can be required by low, including but without familiation, to prevent a crime, process the processing data in each such context, paying particular electron to the type of request, by possibility of disclosing data in each such context, paying particular electron to the type of request, by possibility of disclosing data in each such context, paying particular intension to the processing data with other entities of the Hills group of companies and with into business partners

its business partners if there is a legitimate reason to do so and such sharing is legally permissible. Hitll may employ third-party service providers to perform certain functions on Hill's behalf and under its instructions. Examples include dialabase management, computer sending postal mail and email, removing repetitive information from customer lists, analysing data, providing sales and marketing assistance, processing credit payments, and providing outsomer service. Third-party service providers may for instance include IT companies, credit card processors, credit rating agencies or legal, financial and include IT companies, credit card processors, credit rating agencies or legal, financial and services.

CONFIDENTIALITY
Bluyer acknowledges that all trade and business secrets as well as all tachnical, commercial and an annual data of his disclosed to the Buyer by Hills that are not public knowledge is the confidential annual data of his disclosed to the Buyer by Hills that are not public knowledge is the confidential hour the piror written consent of Hill and shall not use any such confidential information for any pose other than as agreed between the parties in writing. The confidentially obligation shall not ply if a disclosure is mandatory pursuant to applicable law or regulations. Prior to making a disclosure, the Buyer shall inform Hill in writing of the need to make such a disclosure and collections.

CHOICE OF LAWAND DISPUTE RESOLUTION
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 accided.

Let a consider the contract shall be settled by a Sole Arbitrator to be appointed by the Chief Financial Officer (CFO) of Hills. The Arbitration shall be conducted as per the provisions of the Arbitration and Conciliations of L. 1996. The venue of arbitration shall be New Dehi The Courts at New Dehi shall have the exclusive jurisdiction to deal and decide anylate the matter arbitration of the Confidence of the Contract.

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

HILTI INDIA CUSTOMER SERVICE Hilti India Pvt. Ltd., A-16, Block-B-I, Mohan Co-Operative Industrial Estate Ltd., New Delhi - 110044, India.

CIN: U29248DL1996PTC082819 Toll Free No. 1800-102-6400 E customercare@hilti.com, Web: www.hilti.in