

STANDARD TERMS & CONDITIONS FOR THE SALE OF HILTI GOODS IN SINGAPORE

1. GENERAL

1.1 In these Conditions the following words have the meanings shown:

"**Buyer**" means the person, firm or company purchasing Goods.

"**Company**" means, individually and collectively, Hilti Far East Private Limited and/or any of its related corporations, associated or subsidiary companies, as the case may be.

"**Conditions**" means these Standard Terms & Conditions for the Sale of Hilti Goods in Singapore.

"**Contract**" means the agreement between the Company and the Buyer for the purchase of Goods from the Company by the Buyer, made in accordance with **Clause 1.5** below and comprising a Confirmed Order and these Conditions, and "**Contracts**" shall be construed accordingly.

"**Confirmed Order**" is defined in **Clause 1.5**.

"**Goods**" means the goods manufactured by the Company and purchased by the Buyer on the terms of this Contract

"**Intellectual Property**" means the trade marks, copyright, patents, proprietary information, design rights, and all other intellectual and industrial property rights owned by the Company, whether registered or not.

"**personal data**" means any information that can be used directly or indirectly, alone or in combination with other information, to identify an individual.

"**Party**" means the Buyer or the Company "**Parties**" means the Buyer and the Company collectively.

"**Privacy Policy**" means Company's privacy policy accessible at [<https://www.hilti.com.sg/terms>], as that policy may be updated or revised by Company from time to time.

"**Product Warranty**" is defined in **Clause 10.1**.

The words "**include**" or "**including**" shall not be construed to have any limiting effect.

1.2 Unless agreed otherwise in writing between the Company and the Buyer, these Conditions shall be incorporated in all Contracts of the Company to sell Goods and together with the details of the Confirmed Order, shall be the sole terms and conditions under which the sale takes place. All other terms, conditions or other representations, whether written or oral, are excluded from the Contracts between the Buyer and the Company, including any terms and conditions which the Buyer may purport to apply under any order or Confirmed Order for Goods. In the event of any conflict or inconsistency between a term proposed by the Buyer which is contained in any Confirmed Order, and a term of these Conditions, the term of these Conditions shall prevail to the extent of the conflict or inconsistency, unless the term of the Confirmed Order has been expressly accepted by the Company in writing as a variation of these Conditions pursuant to **Clause 1.3**.

1.3 The Conditions shall prevail unless expressly varied in writing and signed by a Director on behalf of the Company.

- 1.4 No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the agents or employees of the Company shall be construed to vary in any way any of the conditions under this Contract unless otherwise agreed in accordance with **Clause 1.3** above.
- 1.5 Any written quotation, estimate and/or advertised price for the Goods shall be an invitation to treat and no binding contract shall be created by placing an order on the Company's website or otherwise until the Company has acknowledged the order in writing and confirmed its acceptance of the order in writing ("**Confirmed Order**"). Company reserves the right to reject any order in whole or in part for any reason, including where the Buyer fails the credit approval process of the Company, or exceeds its available credit limit with the Company, or the Goods ordered are not available. Where the Goods ordered are not available, the Company will inform the Buyer accordingly and may recommend a replacement. If the replacement is accepted by the Buyer, this will constitute a binding Confirmed Order for the replacement Goods and the Company will deliver the replacement Goods to the Buyer.

2. PRICE

- 2.1 Subject to **Clause 2.2** below, the price payable for Goods shall, unless otherwise stated by the Company in writing and agreed on its behalf, be based on the prevailing price list of the Company effective at the date that the order is accepted and confirmed in writing by Company.
- 2.2 Unless otherwise agreed in writing between the Company and the Buyer, the Company's prices may be subject to variation to take account of variations in wages, materials or other costs since the date of the Company's quotation or, if no quotation is issued, the date of the Buyer's order. The Company accordingly reserves the right to adjust the invoice price payable by the amount of any increase or decrease in such costs after the price is quoted and the invoice so adjusted shall be payable as if it were the original Contract price.
- 2.3 All prices are exclusive of Goods and Services Tax and all other applicable taxes, duties and other charges. The Buyer shall be liable for all and any local taxes, duties and/or charges as appropriate.
- 2.4 The Buyer agrees that Section 32(3) of the Sale of Goods Act (Cap. 393) shall not apply to Goods sent by the Company.
- 2.5 The Company shall be entitled to invoice the Buyer by post or email for the price of the Goods in the Singapore Dollar or such other currency as the Company shall agree in writing.
- 2.6 The Company 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 the Buyer on or at the time of delivery or upon notification by the Company that the Goods are awaiting collection. Any such additional costs may be invoiced by the Company in Singapore Dollars or such other currency as the Company shall agree in writing.

3. FUEL SURCHARGE/ CARRIAGE AND INSURANCE

- 3.1 The cost of fuel surcharge to the Buyer's premises in Singapore shall be in accordance with the charges agreed in writing between the Buyer and the Company.
- 3.2 The cost of carriage and insurance of the Goods to the Buyer's premises in Singapore shall be in accordance with the charges laid out in the Company's prevailing price list on the date that the order is accepted and confirmed in writing by Company.
- 3.3 In all other cases the price of the Goods shall be exclusive of carriage and insurance to the Buyer's premises.

3.4 Export orders shall be quoted and charged on a FOB (port of Singapore) (Incoterms 2010) basis.

4. **ADDITIONAL COSTS**

4.1 The Buyer agrees to pay for any loss or extra costs above the quoted price for the Goods which are directly or indirectly incurred by the Company 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.

5. **TERMS OF PAYMENT**

5.1 All payments due under any Contract must be made by the Buyer within thirty (30) days of the date of invoice from Company, unless otherwise agreed in writing between the Buyer and the Company. The Buyer shall not be entitled to exercise any set off, lien or any other similar right or claim.

5.2 If the Goods are delivered in instalments, the Company shall be entitled to invoice each instalment as and when delivery thereof has been made and payment shall be due in accordance with **Clause 5.1** above in respect of each invoice.

5.3 Any failure by the Buyer to either pay any due instalment in accordance with this Contract or failure to give delivery instructions in respect of any Goods shall cause the whole of the price for Goods already manufactured at the time of such a default, to become due forthwith without any notice.

5.4 Prompt payment shall be a condition precedent to future deliveries of the Goods due under any Contract.

5.5 Without prejudice to any other rights it may have, the Company is entitled to charge and to be paid interest at 2% above the then-current base rate of DBS Bank Limited on any overdue payment of the price of the Goods or the price of any instalments thereof.

6. **DELIVERY**

6.1 The Company endeavours to deliver the Goods within the estimated delivery period specified its quotation or otherwise specified in writing by Company, subject always to the availability of stock. The estimated delivery period shall be calculated from the date of the acceptance by the Company of the Buyer's order, or the date of receipt of all necessary information to enable the Company to manufacture or procure the manufacture of the Goods, whichever shall be the later. If no period is stipulated by the Company, then delivery will be such time after receipt of instructions as the Company thinks reasonable.

6.2 All times or dates given for delivery of the Goods are given in good faith but without any responsibility on the part of the Company. Time of delivery shall not be of the essence of any Contract nor shall the Company be under any liability for any delay beyond the Company's control.

6.3 Where the Goods are handed to a carrier for carriage to the Buyer or the Singapore port for export, any such carrier shall be deemed to be an agent of the Company and not of the Buyer for the purpose of Sections 44, 45 and 46 of the Sale of Goods Act (Cap. 393).

6.4 No liability for non-delivery, loss or damage to the Goods occurring post delivery, or for any claim that the Goods are not in accordance with the Contract, will attach to the Company, unless claims to that effect are notified in writing by the Buyer to the Company (and in the case of

claims for non-delivery, loss or damage with a copy to the carrier if the Company's own vehicles have not been used to deliver the Goods) within 1 day of delivery.

- 6.5 If the Buyer fails to give notice in accordance with **Clause 6.4** above, 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.
- 6.6 All requests for proof of delivery must be made within a period of 30 days following the date of the invoice.
- 6.7 The Buyer agrees that in the event of a valid claim for non-delivery, loss or damage to the Goods and/or non-compliance with the Contract, the Company may at its sole discretion either reprocess or replace the Goods at its own expense but shall then be under no further liability in connection with such non-delivery, loss, damage or non-compliance.
- 6.8 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, the Company may at its sole discretion, store the Goods at the risk 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.
- 6.9 The Company shall have the right to make delivery by instalments of such 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.

7. SERVICES

- 7.1 The Company may perform services, at the Buyer's request and subject to these Conditions.
- 7.2 In the event that services are performed by the Company on the Buyer's premises, the Buyer is solely responsible for:
 - 7.2.1 Providing safe access and a safe working environment to the Company's personnel, including the Company's employees, agents and contractors;
 - 7.2.2 Ensuring that all consents and permissions required for the Company to perform the services are in place;
 - 7.2.3 Providing facilities and utilities, including power and lighting, which are necessary for the Company to perform the services;
 - 7.2.4 Ensuring that the Buyer's premises are free from health and safety hazard; and
 - 7.2.5 The safety and well-being of the Company's personnel, subcontractors and property whilst on the Buyer's premises, and the Buyer shall be liable for any death, personal injury or loss of property, except to the extent caused by the Company's or its subcontractor's negligence.

8. RETURNS AND CANCELLATIONS

- 8.1 For all non-perishable product returns, Company must be notified within 6 months from delivery. All perishable products (products with expiry dates) listed in **Appendix 1 – returnable chemical products – must be returned within 14 days after delivery. Other perishable products not listed in the Appendix 1 are not entitled for return.**
- 8.2 Products must be in saleable condition to qualify for return. Saleable condition is defined as those unused items in original packaging, defect-free and in unbroken quantities. All returns

are subject to Company inspection, testing and acceptance. Non-stocking, non-standard items and discontinued items are not eligible for return credit.

9. PASSING OF TITLE AND RISK

- 9.1** From the date of delivery to the Buyer, the Goods shall be at the risk of the Buyer, who shall be solely responsible for their custody and maintenance. Unless otherwise expressly agreed in writing, the Goods shall remain the property of the Company until all payments due to the Company from the Buyer under the Contract or any other contract have been made in full unconditionally and credited to the Company's account. Whilst the ownership of the Company continues, the Buyer shall keep the Goods separate and identifiable from all other goods in its possession as fiduciary agent and bailee for the Company.
- 9.2** In the event of any resale of the Goods, the beneficial entitlement of the Company shall attach to the proceeds of the sale or other disposition thereof, so that such proceeds or any claim thereof shall be assigned to the Company.
- 9.3** In the event of failure to pay the price in accordance with the Contract, the Company shall have the power to re-sell the Goods, such power being additional to (and not in substitution for) any other power of sale arising by operation of law or implication or otherwise and for such purpose the Company and its servants and agents may forthwith enter upon any premises or land occupied or owned by the Buyer to remove the Goods.
- 9.4** Pending payment of the full purchase price of the Goods, the Buyer shall at all times keep the Goods comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business for which the Goods are for the time being used in an amount at least equal to the balance of the price for the same time to time remaining outstanding. The policy shall bear an endorsement recording the Company's interest and shall be produced to the Company on request.

10. WARRANTIES

- 10.1** All Goods are sold with the benefit of and subject to the conditions of any written product warranty which may be supplied with them, and where no specific product warranty is supplied with the Goods, the standard warranty terms set out in **Appendix 2 shall apply (each supplied or standard warranty being a "Product Warranty")**.
- 10.2** Nothing herein or in any Product Warranty given by the Company shall impose any liability upon the Company in respect of any defect in the Goods arising out of the acts, omissions, negligence or default of the Buyer, its servants and agents including without limitation any failure by the Buyer to comply with any recommendations of the Company as to storage and handling or use or servicing of the Goods, use of the Goods with other goods or other misuse of the Goods or accident or fair wear and tear of the Goods.
- 10.3** To the greatest extent permitted by local laws and regulations, the Company shall not be liable for any damage, loss, costs or expenses of any type whatsoever and however arising from or in any way connected to or with any services performed by the Company in relation to the Goods, including any installation of the Goods by the Company, the Company's employees, the Company's agents, the Company's subcontractors, the Buyer or any of its employees, agents or contractors. The Buyer hereby indemnifies the Company against all actions, costs, charges, losses, damages and expenses which the Company may incur or sustain by reason of any action brought by any third party relating in any way to such services including any the installation of the Goods.

10.4 Except as provided for in these Conditions and in any Product Warranty, any and all warranties, (whether express or implied by statute, common law, custom or howsoever), including without limitation those of satisfactory quality or of fitness for a particular purpose even if that purpose is made known expressly or by implication of the Company), are hereby excluded. To the greatest extent permitted by local laws and regulations, the Company makes no representation or warranty that the use of the Goods does not infringe the Intellectual Property rights or other rights of any third party and the Company accepts no liability in this respect.

11. BUYER'S RESPONSIBILITY

11.1 The selection of the Goods 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 circumstances 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 the Company on which information or recommendations made by the Company are based is correct and that any assumptions made by the Company to supplement that data are suitable for the Buyer's purposes.

11.2 The Company accepts no responsibility of any nature whatsoever for information or advice it supplies, where any data supplied by the Buyer is incorrect or where any assumption which the Company has made is unsuitable for the Buyer's purposes. The Buyer is encouraged to raise with the Company any questions it may have.

11.3 Where required by applicable law, the Buyer shall be responsible for obtaining and maintaining all applicable licences, permits and registrations in connection with the import, handling, transportation, storage and use of the Goods.

12. INTELLECTUAL PROPERTY

12.1 The Buyer agrees, acknowledges and undertakes that:

12.1.1 nothing in this Contract shall give the Buyer the right to use, reproduce, adapt or exploit any of the Company's Intellectual Property, including the Company's trade marks or brand, and the Buyer shall have no such rights unless separately granted by the Company in writing in the form of a licence agreement; and

12.1.2 it shall not use any trade mark which resembles any of the Company's trade marks so as to be likely to cause confusion or deception.

13. LIABILITY

13.1 Notwithstanding anything to the contrary in these Conditions, the Company's liability to any user for personal injury or death caused by its negligence or fraud is not limited.

13.2 To the greatest extent permitted by local laws and regulations, the Company shall not be liable (whether or not the Company has 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:

13.2.1 any losses special to the Buyer, any direct loss of profits, any direct loss of turnover and/or any direct loss of revenue; and

13.2.2 any indirect or consequential loss or damage howsoever caused including without limitation any losses special to the Buyer, any loss of profits, loss of turnover, loss of revenue, loss of business and/or loss of data and for the avoidance of doubt, the sub-clauses in this **Clause 13.2** are intended and agreed by the Buyer to be severable.

13.3 Subject to **Clause 13.1**, the aggregate liability of the Company (whether in contract, tort, negligence or breach of statutory duty or otherwise) to the Buyer for any and all loss, damage,

liability, costs, and/or expenses, arising as a result of or in connection with any Contract or any Goods, shall be limited to the price of the Goods under such Contract.

- 13.4 The Buyer shall be liable for and shall indemnify the Company against any and all loss, damage, liability, costs (including legal costs on an indemnity basis), and/or expenses, including those arising from any claims by a third party, arising as a result of or in connection with any act, omission, negligence, and/or breach of the terms of this Contract or otherwise through the default of the Buyer.

14. **DEFAULT OR INSOLVENCY OF BUYER**

- 14.1 In the event that:

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

14.1.2 any distress or execution shall be levied on the Buyer's property or assets; or

14.1.3 the Buyer (an individual or partnership) shall make or offer to make any voluntary arrangement or composition with its creditors or become bankrupt or if any bankruptcy petition be presented against him;

14.1.4 (if the Buyer is a company) the Buyer has an administrative receiver or administrator or judicial manager appointed or makes a voluntary arrangement with its creditors or commences to be wound up; or

14.1.5 otherwise if the Buyer fails to pay its debts as and when they fall due; or

14.1.6 such equivalent event in **Clauses 14.1.1 to Clause 14.1.5** occurs to the Buyer in its local jurisdiction;

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

15. **WAIVER**

- 15.1 Any waiver of rights by the Company shall be in writing and signed by an authorised representative of the Company. The waiver by the Company of any right or the failure by the Company to exercise any right or to insist on the strict performance of any provision of this Contract shall not operate as a waiver of, or preclude any further exercise or enforcement of any other right or provision of this Contract.

16. **SEVERABILITY**

- 16.1 Each provision of this Contract is severable and distinct from the others. The Parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If in any particular case any of these conditions shall be held to be invalid or shall not apply to this Contract, the other conditions shall continue in full force and effect.

17. **THIRD PARTY RIGHTS**

- 17.1 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

18. ASSIGNMENT

- 18.1** The Buyer may not assign, sub-contract or in any way dispose of its rights or obligations under this Contract without the prior written consent of the Company.

19. NOTICES

- 19.1** Any notice required to be served under this Contract shall be served on:
- 19.1.1** the Company at its registered offices in Singapore or such other address as the Company may from time to time notify to the Buyer; and
 - 19.1.2** on the Buyer at the address notified to the Company in its registration application by hand, registered post, email or facsimile. The Buyer is responsible for notifying the Company in writing of any change of address, email address or fax number from those in the Buyer's registration application.
- 19.2** Any such notice served by hand or registered post shall be deemed to have been served upon written acknowledgement of receipt by an employee or agent of the recipient. In the case of service by email, when 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 **Clause 19.1** within 24 hours following dispatch of the initial version.

20. BUYER DATA

- 20.1** The Buyer hereby acknowledges that it has read and agrees to the terms and contents of the Privacy Policy, and consents to the Company's collection, use and disclosure of the Buyer Data (as defined in **Clause 20.2**) in accordance with the Privacy Policy.
- 20.2** The Company may collect, use, process and disclose all data it obtains from or in relation to the Buyer (including personal data of the Buyer's officers, employees and agents) ("**Buyer Data**") to enable the Company to do business with the Buyer and for the specific purpose of selling the Goods to the Buyer. The purposes for which the Company may collect, use, process or disclose the Buyer Data include:
- 20.2.1** Facilitating and processing product and service orders by the Buyer;
 - 20.2.2** Processing payment and delivery, and collecting fees owed to the Company by the Buyer;
 - 20.2.3** Communicating with the Buyer on all matters relating to orders and Contracts;
 - 20.2.4** Where Buyer specifically consents to receive such communications, informing the Buyer about products, services, offers, privacy notices, updates and other information relevant to the Buyer, and administering rewards, surveys, sweepstakes, contests, or other promotional activities or events;
 - 20.2.5** Where Buyer specifically consents, or where Buyer's Data is anonymised by removing person data, performing analysis and customer research, including general market research or surveying customers' needs and opinions on specific issues, generating sales and traffic patterns, and to analyze advertising effectiveness;
 - 20.2.6** Protecting the Company against error, fraud and other criminal activity;
 - 20.2.7** Disclosure to third party service providers, credit card companies and other entities processing payment or delivery of goods or services, professional advisors and auditors, government or regulatory authorities, whether within or outside Singapore, to

the extent required for the sale of the Goods to the Buyer, or where required or permitted by applicable law; and

20.2.8 Other purposes that the Buyer has specifically agreed to, or that are permitted by applicable law.

The Buyer hereby expressly consents to and further warrants that it has obtained all necessary consents for the collection, use and disclosure of the Buyer Data by the Company for the abovementioned purposes.

20.3 The Company may collect Buyer Data from third parties with the Buyer's consent or where required or permitted by applicable law, for example, credit reference agencies.

20.4 Any Buyer Data gathered about the Buyer will only be used in the context of and for purposes reasonable for the business the Company conducts for the Buyer, including the purposes set out in **Clause 20.2** above and the Privacy Policy, and for any other purpose required for the fair processing of such data. The Buyer may notify the Company to cease processing the data if it is unhappy with the way the Company uses such data or wishes the Company to cease using any such data. The Buyer may also notify the Company if it wishes to access, update, rectify or remove any of Buyer Data in the Company's possession or control.

20.5 The Company may disclose the Buyer Data as required or permitted by law, including but without limitation, to prevent a crime, discharge a statutory duty or as required by a court order in the context of legal proceedings or to any third parties who process such Buyer Data on the Company's behalf, such as computer maintenance companies and any group company within the Company's organisation. Such disclosures will be made in accordance with applicable law and the Privacy Policy where applicable.

21. GOVERNING LAW & JURISDICTION

21.1 This Contract shall be construed and governed in accordance with the laws of Singapore and all proceedings in connection herewith shall be brought in, and Buyer hereby agrees to submit to the non-exclusive jurisdiction of the Courts of Singapore.

22. FORCE MAJEURE

22.1 No Party shall be liable for any failure to perform his obligations under this Contract if the failure results from a Force Majeure Event (defined below), provided that whenever possible the affected Party will resume that obligation as soon as the factor or event occasioning the failure ceases or abates.

22.2 For purposes of this Contract, a "**Force Majeure Event**" is an event which is a circumstance or event beyond the reasonable control of the Party which frustrates the performance of the Party's obligations under this Contract. Such circumstance or event shall include acts of God, fire, flood, lightning, war, revolution, acts of terrorism, riots, strikes and other industrial actions and failures of supplies of power, fuel, transport, equipment and raw materials which adversely affect the Company's supply chain..

22.3 The Party prevented or delayed in the performance of its obligations under this Contract by a Force Majeure Event, shall give written notice thereof to the other Party specifying the matters constituting the Force Majeure Event, together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue.

22.4 If the Force Majeure Event shall continue for a period exceeding three (3) months from the date of such Force Majeure Event under **Clause 22.2** above, a Party may at any time thereafter terminate this Contract by written notice to the other Party.

APPENDIX 2

Standard Warranty

1. For Goods manufactured by Hilti Far East Private Limited (the “**Company**”) and/or its related entities, and fully paid for by the Buyer, Company warrants to the Buyer that it will Remedy any Defect in the Goods [installed and maintained by Company on Buyer’s site (“**Site**”)] for which Company receives written notification from Buyer during the Warranty Period (“**Warranty**”). This Warranty reflects the Company’s sole responsibility, and Buyer’s exclusive remedy, regarding the Goods; and is in lieu of all other warranties and representations, regardless of when made, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, satisfactory quality, compliance with description, course of dealing, and usage of trade, all of which are expressly disclaimed and excluded.
2. The Buyer shall indemnify and defend the Company from any claim by any entity relating to the Buyer’s use of the Goods in any manner which does not comply with the Company’s instructions or any Goods documentation, or for any purpose for which the Goods were not intended.
3. This Warranty is transferrable to a new owner of the Site so long as the transferee agrees to be bound as if it were the Buyer (“**Transferee**”), and the Buyer releases and discharges the Company from this Warranty upon such transfer.
4. In no event will Company be responsible for any direct, indirect, consequential, special or other damages, losses, expenses, costs or liabilities (including, without limitation, any damages for remedial work, lost profits, business interruptions or delays, or similar claims), except for liability for death or personal injury resulting from Company’s negligence. Should Company incur any indemnification and contribution obligations in connection with the Warranty, these obligations shall be limited regardless of the legal theory or basis to claims for death, personal injury or damage to property, and further to the extent caused by the negligent acts or omissions of Company.
5. This Product Warranty shall be governed by the laws of Singapore. The parties hereby submit to the exclusive jurisdiction of the Singapore courts. This warranty may only be enforced by either the Buyer or a Transferee, but not both. Save as aforesaid, a person or entity who is not a party to this Warranty shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Warranty.
6. In addition, the terms of the Standard Terms & Conditions for the Sale of Hilti Goods in Singapore shall apply to this Warranty, to the extent applicable.

7. The following terms are defined as follows:

“**Remedy**” means at the Company’s sole option and cost as the Buyer’s sole remedy, either repair of the Defect, re-performance of the non-conforming services, provision of a substantially similar replacement product for the Goods containing the Defect, or refund of the Buyer’s original purchase price paid for the Goods containing the Defect.

“**Defect**” means Buyer-proven failure of the Goods, at the time of its delivery to the Buyer, to comply with the Company’s manufacturing specifications or published literature, other than a failure regarding material finish or one which does not have a substantial adverse effect on the Goods’ structural performance.

“**Warranty Period**” means [12 months] from the date of delivery of the Goods from the Company to the Buyer.