

Fleet Management Framework Agreement between

Hilti (Fastening Systems) Limited

Unit C4, North City Business Park
Finglas
Dublin 11

Customer number: _____

Name / company: _____

Address: _____

Contact Person: _____

(referred to below as „Hilti“)

(referred to below as „Customer“)

1. Object of the Agreement

Hilti and Customer hereby enter into this Fleet Management Framework Agreement („**Agreement**“) which regulates the provision of selected Hilti fleet tools („**FM Tools**“) and Premium Tool Pool Tools („**PTP Tools**“) as well as related fleet management services („**FM Services**“) by Hilti to Customer.

2. Tool List and Adding of FM Tools

- FM Tools covered by this Agreement are listed in the „**Tool List**“. The Tool List shall be modified when FM Tools are added, removed, or exchanged.
- To add new FM Tools to the Tool List, Customer places a respective order to Hilti. An individual contract for the ordered FM Tools („**Tool Contract**“) is concluded upon Customer's receipt of Hilti's order confirmation.
- Each Tool Contract is subject to the terms of this Agreement and defines (i) the duration of the Tool Contract for which the respective FM Tool and FM Services will be provided to Customer („**Tool Period**“) and (ii) the monthly fleet fee payable by Customer for the respective FM Tool („**Monthly Fleet Fee**“).
- For new FM Tools, the then current terms and prices at the time the Tool Contract is concluded, are applicable.
- The Customer may obtain a then current Tool List setting out Customer's FM Tools, the respective Tool Periods and Monthly Fleet Fees via its Hilti Website account.
- If Customer does not dispute in writing, a FM Tool added to or removed from the Tool List within 30 days after receipt of the first invoice reflecting such, Customer shall be deemed to have accepted, and shall not dispute, the addition/removal, including the associated Tool Period and Monthly Fleet Fee.
- The initial Tool Period can be extended only as described in clause 8 in which case the Tool Period will be updated accordingly in the Tool List. An early termination of Tool Contracts by Customer is not possible.
- Hilti may require a deposit to be paid by the Customer as a condition precedent to this Agreement and/or any addition of FM Tools („**Deposit**“). The amount, duration and repayment of such deposit will be agreed by the parties. If all Tool Contracts associated with a Deposit have terminated, if the Deposit has not been forfeited and if Customer is not in breach of this Agreement, Hilti shall return the Deposit to Customer. However, Hilti is entitled at any time to use the Deposit in order to cover any outstanding obligations by Customer under this Agreement. No interest shall accrue to Customer's benefit, or be paid to Customer, based on Hilti's receipt and control of the Deposit; and Hilti may commingle any Deposit with any other funds.

3. Delivery and Pick-up of FM Tools and PTP Tools

Time and place for the delivery and pick-up of FM Tools and PTP Tools shall be as agreed between the parties. Delivery is only possible within the country of Hilti's place of business. Customer needs to ensure that a Customer contact person responsible to confirm delivery is available. Any delivery and/or pick-up times are estimates only and Hilti does not assume any liability in this regard.

4. FM Services

4.1. FM Repair Service

- As part of the FM Repair Service, Hilti will repair (or at Hilti's discretion replace) FM Tools including pick-up and delivery of the repaired FM Tool. Repair includes necessary exchange of spare parts, batteries and chargers. FM Repair Service also includes the exchange of the following wear and tear parts listed on www.hilti.ie. Customer may request pick-up of FM Tools for repair by Hilti by placing a repair order (e.g. via Hilti Website or with the Hilti Customer Service). Pick-up and delivery details will be agreed between the parties.
- Where a FM Tool is damaged by being accidentally dropped or falling, Hilti will perform a repair in accordance with this clause 4.1, except that Hilti reserves the right to decline a repair in case the damage was caused by intent or gross negligence which is considered Misuse in the sense of clause 9.
Hilti may exclude some Tools from drop or fall cover, a detailed list of which is available on www.hilti.ie. This list of excluded items may be adjusted by Hilti from time to time. For newly added Tools, the list of excluded items published at the time the respective Tool Contract is concluded, is applicable.
- FM Repair Service excludes inserts, consumables, accessories without serial numbers and certain other items, a detailed list of such excluded other items is available on www.hilti.ie. This list of excluded items may be adjusted by Hilti from time to time. For newly added FM Tools, the list of excluded items published at the time the respective Tool Contract is concluded, is applicable. Customer has to carry the repair or replacement costs for these excluded items.

The FM Repair Service excludes the repair or replacement of FM Tools damaged due to Misuse as defined in clause 9, and Customer has to carry the repair or replacement costs for such damaged FM Tools.

- FM Tool repairs may only be performed by Hilti or third parties authorized by Hilti.

4.2. FM Maintenance Service

FM Maintenance Service is provided for FM Tools listed on www.hilti.ie. FM Maintenance Service means verification of tool accuracy in accordance with manufacturer's specifications. Note: this does not include calibration according to ISO:IEC 17025 requirements.

4.3. FM Service Conditions

FM Services are only offered within the country of Hilti's place of business. FM Services may be provided by a Hilti affiliate in other countries upon request, but may have a different service scope.

5. Premium Tool Pool Tools

5.1. Loan Tools

Customer may request a loan tool for the time a FM Tool is unavailable due to repair and/or maintenance ("**Loan Tool**"). Customer must return the Loan Tool immediately upon delivery of the repaired FM Tool, otherwise the Customer will be charged the Daily Overdue Fee defined in clause 5.3 for each day until the Loan Tool is returned to Hilti.

Hilti may exclude some Tools from Loan Tool Service, a detailed list of which is available on www.hilti.ie. This list of excluded items may be adjusted by Hilti from time to time. For newly added Tools, the list of excluded items published at the time the respective Tool Contract is concluded, is applicable.

5.2. PTP Tools Conditions

Loan Tools are subject to availability and may be in used condition when initially delivered to the Customer. Loan Tools will cover the basic application of the FM Tool to be repaired/maintained, however may not be the exact same tool type.

5.3. Daily Penalty Fee

Customer specific prices may apply, the Daily Penalty Fee for the different overdue Loan Tools are provided on www.hilti.ie.

5.4. Damage, Loss or Theft of PTP Tools

Hilti will provide the FM Repair Service also to PTP Tools, the conditions in clause 4.1 apply accordingly. If a PTP Tool is damaged due to Misuse, Customer shall pay the repair or replacement costs. In case a PTP Tool is stolen or lost, clause 10.2 shall apply.

6. Theft Coverage

- Within 30 days of an FM Tool being stolen, Customer shall provide a Garda report to Hilti, stating the Tool type and serial number.
- Upon receipt of the Garda Pulse Report by Hilti, Customer only has to pay a deductible of 20% of the Outstanding Future Payments defined in clause 10.1. ("**Theft Coverage**").
The Tool Contract for the stolen FM Tool is automatically terminated upon Hilti's receipt of a duly completed Garda report and no further Monthly Fleet Fees are due to be paid by Customer.
- Hilti may exclude some FM Tools from Theft Coverage, a detailed list of which is available on www.hilti.ie. This list of excluded items may be adjusted by Hilti from time to time. For newly added FM Tools, the list of excluded items published at the time the respective Tool Contract is concluded, is applicable.
- The Theft Coverage does not cover (i) cases of negligence or willful misconduct and/or (ii) loss of FM Tools, in both cases Customer shall have to pay the Total Outstanding Future Payments as defined in clause 10.1.

7. Payment of Monthly Fleet Fees

- 7.1.** Customer shall make one monthly payment combining all Monthly Fleet Fees for running Tool Contracts ("**Total Monthly Fleet Payment**"). The Total Monthly Fleet Payment will be invoiced on the 1st working day of each month and is due on the 20th day after the invoice date, irrespective of alternative standard payments terms agreed with the Customer. Hilti may adjust payment terms from time to time.
- 7.2.** Hilti is only required to deliver the FM Services for so long as Customer remains current with all obligations.
- 7.3.** Hilti only accepts direct debit as payment method under this Agreement.

8. Ongoing Fleet Exchange

8.1. Exchange Cycle

- Customer and Hilti may agree to exchange FM Tools quarterly, half yearly or yearly on a common exchange date for new FM Tools. In this case, the initial Tool Periods for the respective FM Tools shall be extended and Customer shall continue to pay the Monthly Fleet Fees until the common exchange date.
- On the agreed common exchange date, the Customer shall return the FM Tools agreed to be exchanged to Hilti. If the Customer does not return the FM Tools as agreed, the process set out in clause 8.3 applies.

8.2. Replacement of FM Tools

Prior to the end of a Tool Period, Hilti may offer a new Hilti tool at then current terms and prices. Upon Customer's acceptance, the new tool will be sent to Customer, considered a FM Tool, and an associated Tool Contract shall be initiated. If the new FM Tool is a replacement for a similar tool (which shall be defined by Hilti), the Tool Contract for the replaced FM Tool is automatically terminated upon the replaced FM Tool's return.

8.3. Tool Period Extension and Return of FM Tools

Customer shall return the FM Tools at the end of the Tool Period to Hilti. If Customer does not duly return a FM Tool, then the FM Tool due to be returned will enter "passive collection," during which if the FM Tool is received by Hilti for any reason, it shall be treated as having been intentionally returned to Hilti and will not be sent back to Customer. The Tool Period of the relevant FM Tool will be automatically extended on a month-to-month basis until the FM Tool is returned and Hilti will charge the associated Monthly Fleet Fees. Upon return of the FM Tool to Hilti and if all outstanding Monthly Fleet Fees and taxes have been paid, the relevant Tool Contract is automatically terminated.

9. Misuse

FM Tools and PTP Tools shall be used for their intended purpose only, in strict compliance with the operating instructions and other instructions issued by Hilti. Where damage is caused by improper use, repair, or use other than the normal purpose, the Customer shall be liable for the loss, damage or repair costs. FM Tools and PTP Tools shall only be used with the corresponding tool inserts, parts, accessories and consumables of Hilti or with other products of equivalent quality. The Customer will not offer the FM Tools and PTP Tools for rental, in whole or in part or otherwise make them available to third parties for use, without the express prior written consent of Hilti.

10. Loss of FM Tools and Loss or Theft of PTP Tools

10.1. Loss of FM Tools

In case a FM Tool is lost, the Customer shall pay Hilti the following **"Outstanding Future Payments"**: (total of outstanding Monthly Fleet Fees until the end of the initial Tool Period) minus (applicable service fees for the respective FM Tool until the end of the initial Tool Period) plus a non-collection fee of 15% of the respective FM Tool's list price applicable at the start of the Tool Contract (**"Non-Collection Fee"**), plus any applicable taxes. If the FM Tool is received by Hilti for any reason after this payment, Hilti will neither return the FM Tool nor the Non-Collection Fee to the Customer.

10.2. Loss or Theft of PTP Tools

In case a PTP Tool is lost or stolen, the Customer will be charged 50 % of the list price applicable at the time the loss or theft is reported to Hilti. If the PTP Tool is later received by Hilti for any reason, Hilti will keep the PTP Tool and will not reimburse this payment.

11. Ownership

FM Tools and PTP Tools remain the property of Hilti and Customer shall have no option to purchase a FM Tool after expiry of the Tool Contract. The Customer commits to keep FM Tools and PTP Tools free from claims by third parties, not to pledge, encumber, or hypothecate them, or permit any lien to attach to them. The Customer further agrees to inform Hilti immediately of any claim on the FM Tools and PTP Tools made by any third party. The Customer shall be responsible for the cost of defense against any such claim by third parties.

12. Data Protection

12.1. Personal data collection is expected to be limited to the necessary extent for the performance of the Agreement (for instance: creating the customer account, designating contacts persons, managing pick-up and deliveries, invoicing and payment activities or the theft coverage activities). Customer and Hilti both acknowledge being, under applicable data protection laws, each a separate and independent data controller, respectively responsible and accountable for their own compliance with such laws.

12.2. Nonetheless, Hilti commits to ensure an appropriate level of protection while processing the personal data obtained from Customer as necessary for the performance of the Agreement. In consideration of which, Customer commits to provide accurate information and personal data as required for the performance of the Agreement. Customer warrants the lawfulness of such data provision to Hilti and, as applicable, to have obtained appropriate rights and permissions from the data subjects.

12.3. It is acknowledged that where Customer is using other Hilti websites or applications (for instance: Hilti Online, Hilti mobile, Hilti On!Track etc.), the usage and eventual processing of personal data performed on those platforms (including any control that Hilti may provide to Customer over its account information on said platforms to enable Customer to access, edit, erase personal data) are governed by the terms of such websites or applications.

12.4. Hilti may disclose, transfer or otherwise share data with other Hilti entities from its group of companies and with third-party service providers as necessary to provide the services. Hilti will ensure that any third-party service provider processes such data in compliance with Hilti's instructions, enforcing appropriate technical, organizational and contractual measures. A list of the main companies involved is available (English or German).

13. Term of Agreement

13.1. Termination

- This Agreement becomes effective upon acceptance by both parties, and shall remain in effect indefinitely, until terminated by either party according to this clause 13.1.
- This Agreement may be terminated with immediate effect by a party at any time in writing (text form), if:
 - a) the other party breaches a material term of this Agreement and fails to remedy such breach within 30 days of its notification by the other party. Failure to make timely payments (i.e. payment of Monthly Fleet Fee is overdue by at least 30 days) and/or misuse as defined in clause 9 is in particular considered a material breach; or
 - b) the other party becomes insolvent (bankrupt), seeks deferred payment authorization, commences liquidation or otherwise enters into such proceedings with creditors in or out of court; or
 - c) the present ownership conditions of the other party changes significantly or control over the other party, or a significant part of its shareholding interests, passes to other natural or legal persons and the first party cannot be reasonably expected to accept this change; or
- Both parties may terminate the Agreement in writing (text form) with a notice period of 30 days, if there are no running Tool Contracts, PTP Tool contracts and/or outstanding payments open.

13.2. Effect of Termination

Upon termination of this Agreement for any reason, all Tool Contracts and PTP Tool contracts are automatically terminated and the Customer shall immediately return all FM Tools and PTP Tools to Hilti. In addition, if this Agreement is terminated by Hilti pursuant to clause 13.1 lit. a), b) or c) above, the Customer shall pay the Outstanding Future Payments as defined in clause 10.1 (minus the Non-Collection Fee if the FM Tools are returned to Hilti upon termination) and the Customer shall have to pay the costs for the pick-up and return of the FM Tools and PTP Tools.

14. Miscellaneous

- Unless otherwise regulated in this clause 14, amendments to this Agreement can only be made in writing.
- Hilti may modify the terms of this Agreement at any time as follows: the modified Agreement will be sent by e-mail to the contact e-mail address stated by Customer upon first acceptance of the Agreement. Customer shall be deemed to have accepted the modified Agreement, if not rejected by the Customer in writing within 30 days of its receipt. If Customer does not object in writing to such amended terms before their effective date, this Agreement, and all Tool Contracts and PTP Tool contracts, whether then

pre-existing or thereafter added, shall be governed by such amended terms unless otherwise stated; except the Monthly Fleet Fee for pre-existing Tool Contracts may not be amended unless in the circumstances described later in clause 14 or where the customer orders new services in respect of that Tool Contract. In the event Customer objects as set forth above, Hilti may terminate this Agreement and all Tool Contracts with immediate effect, in which case clause 13.2 shall apply.

- Customer must inform Hilti of the person(s) authorised to accept changes to the Agreement and to receive Fleet exchange information. Any changes to should be notified to Hilti promptly, with contact details. However, Hilti is authorized to also accept orders for new Tool Contracts under this Agreement from any other person in the Customer's organization regarding whom Hilti has good reason to believe that such orders are part of their area of responsibility
- Upon 30 days' notice to the Customer, Hilti is entitled to adjust the Monthly Fleet Fees for running Tool Contracts according to the applicable local OECD Consumer Price Index which is linked to the local consumer price index to reflect the respective inflation. Such revisions may be made by Hilti at any time if the respective index exceeds 5% within 12 months.
- Where provisions of this Agreement now or later become invalid, this shall not affect the validity of the remainder of the Agreement. The parties shall replace such provisions immediately by other legally valid provisions, the content and effect of which shall be consistent with the intent of the invalid provision.
- A party may not assign its rights and/or transfer its obligations under this Agreement to a third party without the other's party prior written consent. Notwithstanding the foregoing, Hilti shall at any time have the right, without any consent of the other party, to assign any receivables arising under this Agreement and all security and ancillary rights relating hereto to any third party.
- The Customer is not entitled to offset possible own claims against claims of Hilti or of third parties to whom Hilti has assigned its rights and/or transferred its obligations under this Agreement.
- This Agreement and its Annexes, Tool Contracts and Tool List include all agreements between the parties with respect to the subject matter of the Agreement, and shall supersede all previous written, oral and implied agreements made between the parties in this respect, unless expressly agreed otherwise in writing.
- Except as otherwise modified herein, Hilti's terms and conditions of sale, available under www.hilti.ie form an integral part of this Agreement and additionally apply to any services, products and consumables provided to the Customer in connection with this Agreement. In case of discrepancies between this Agreement and the Hilti terms and conditions of sale, this Agreement shall prevail.
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