



## **Repair Service Agreement “VIP FAST TRACK”**

This **Repair Service Agreement (“Agreement”)** is entered into by and between:

**Hilti (Malaysia) Sdn Bhd (“Hilti”); and**

\_\_\_\_\_ **(the “Customer”).**

In this Agreement, Hilti and Customer are referred to collectively as “Parties” and individually as a “Party”;

### **1 Objective of Agreement**

The Parties hereby establish a **Repair Service Agreement “VIP FAST TRACK”**, whereby Hilti is authorized, as evidenced by Customer’s consent to the Agreement, to repair Customer’s Hilti tools, up to and not exceeding the repair cost limit specified by “**Hilti**” on Hilti’s official website in Malaysia **without a separate quotation** approval or repair purchase order.

This Agreement will cover all Hilti tools owned by “**Customer**” sent in for repair to the authorized Hilti Tool Service Centre, after the No Cost Period (as defined in Hilti Tool Service Terms and Conditions) has lapsed.

The predefined value up to which **Hilti is authorized to repair the Customer’s contractual products** is specified on Hilti’s official website in Malaysia.

### **2 Services**

The following services provided by Hilti are included as part of this Agreement:

- ☒ **12% discount on all spare parts and labor costs.**
- ☒ **3 / 5 / 7 days or Free: Guaranteed repair within 3 days (Klang Valley only) / 5 days (Penang, Ipoh, Melaka, Johor) / 7 days (East Malaysia) or the repair is free.** (Hilti Tool Service Terms and Conditions will apply. These terms and conditions can be found on the website of Hilti Malaysia (<https://www.hilti.com.my/>) under Services>Tool Services>Hilti Tool Services.)
- ☒ **Capped Repair “RCL” without quotation.** (Please also refer to the explanation in Attachment 1)
- ☒ **Functionality and safety check after each repair.**
- ☒ **1-month repair warranty after each paid repair** (Subject to Attachment 1 and the applicable Hilti Tool Service Terms and Conditions)
- ☒ **Invitation to visit our facilities**

### **3 Payment Terms**

The payment is due after the repair is completed and invoiced, the terms of which shall be in line with the payment terms and Credit limit defined between Hilti and the Customer.

In the event that this agreement is terminated by the Customer prior to the completion of the services but where the services have been partially performed, Hilti shall be entitled to pro-rata payment of the charges.

Any pricing or charges under this Agreement does not include additional government tax (if any), or other applicable duties as may be required by law. Any government tax and duties required by law shall be charged to the Customer accordingly.



#### **4 Term of this Agreement**

This agreement is effective from execution date. Hilti will provide the offered services of this agreement for the tools that are economical to repair only.

#### **5 Termination of Agreement**

This Agreement shall effective upon execution by the Parties. It can be terminated at any time by either Party in writing with acknowledgement of receipt effective as per the end of a calendar month, while observing a period of notice for 5 days.

#### **6 Confidentiality**

Throughout the duration of this Agreement and after its termination, Customer commits itself to keeping confidential all information obtained from Hilti as a result of the contractual relationship, and agrees not to make use of such information, neither for itself nor for a third party in any form whatsoever, except for the purpose of this Agreement.

#### **7 Governing law and Competent Courts:**

All disputes arising from or in connection with this Agreement, including disputes or claims on its conclusion, binding effect, interpretation, fulfilment, amendment, termination and extra contractual claims, shall be resolved in accordance with Malaysian Law and shall be filed exclusively and solely in the appropriate courts of Malaysia.

Any Amendments and additions to this Agreement shall not be valid unless in writing and signed by both Parties.

For clarity, unless otherwise expressly stated in this Agreement, this Agreement does not affect the rights and obligations of the Parties in relation to the Hilti tools under the applicable terms and conditions of sales of Hilti or the relevant sales/supply agreement between the Parties.

By signing this Agreement, Parties acknowledge and agree that they have read and agreed to all its terms and conditions.

**on behalf of Hilti:**

**on behalf of the Customer:**

\_\_\_\_\_  
**Name**  
**Title**  
**Date:**

\_\_\_\_\_  
**Name**  
**Title**  
**Date:**



## **Attachment 1 (Service offering)**

### **Toll free number:**

Call us and you will be directly connected to one of our competent Hilti advisors who arrange service or repair of your Hilti tools.

You can reach us on **1800 880 985** between **8am** and **5pm, 5 days** a week or book your tool through our website <https://www.hilti.com.my/>

### **Hilti Tool Service Center**

Our repair center is located in Kuala Lumpur and houses a team of professional technicians as well as advance equipment to ensure Hilti quality and fast turnaround times.

### **General conditions and limitations**

Repairs due to misuse, abuse and failure to comply with the operating instructions, damage caused by undue force (i.e. dropping or impact damage, water damage, etc.) or repair/modification of the tool by unauthorized persons are excluded from Hilti Lifetime Service. All terms and conditions are mentioned in our website.

### **Unique speed – 3 days repair or Free\* (for Klang Valley) / 5 days (for Penang, Ipoh, Melaka, Johor) / 7 days (East Malaysia)**

Tried and true repair process:

- For Klang valley customers

1 day to collect Hilti tool, 1 day to repair it and 1 day to deliver it.

3 days starts the day we collected the tool from your jobsite. If it takes longer than 3 business days, your repair is **free of charge!**

- For Penang, Ipoh, Melaka, Johor customers

2 days to collect Hilti tool, 1 day to repair it and 2 days to deliver it.

5 days starts the day we collected the tool from your jobsite. If it takes longer than 5 business days, your repair is **free of charge!**

- For East Malaysia – Sabah and Sarawak customers

3 days to collect Hilti tool, 1 day to repair it and 3 days to deliver it.

7 days starts the day we collected the tool from your jobsite. If it takes longer than 7 business days, your repair is **free of charge!**

"for terms & conditions please visit our website"

### **Lifetime Repair cost limit (RCL)**

After reaching the end of the no-cost period, you pay a maximum fixed amount. Should the repair cost remain below this limit, you of course pay only the actual cost of the repair - over the entire life of your Hilti tool.

### **Repair warranty**

Beyond this, as added confirmation of Hilti quality, any tool breakdown within 1 month after every paid repair will be repaired free of charge (subject to applicable Hilti Tool Service Terms and Conditions).