

## 1. Purpose and values

### 1.1 Purpose

“*We passionately create enthusiastic customers and build a better future!*” is the core purpose of the Hilti Corporation. Building a better future means:

- *We develop win-win relationships with our suppliers and partners.*
- We carefully select our suppliers and support their development in order to build a win-win business relationship.
- *We embrace our responsibility towards society and the environment.*
- We are convinced that sustainable, profitable growth can only be achieved by systematically incorporating all relevant environmental and social aspects in our business activities.

### 1.2 Values

Integrity, courage, teamwork and commitment form the foundation of our corporate culture. The way we do things at Hilti is based on living strong values. We act with integrity in all we do, we demonstrate courage to move beyond the circle of habits, we outperform through teamwork and we have a commitment to personal and company growth.

We measure ourselves by these core values. We therefore expect our partners – contractors, suppliers and others – to conduct themselves with the utmost fairness and responsibility in all aspects of their business. The Hilti Australia Trading Terms for Suppliers specifies the practices we favour in our suppliers.

## 2. The supplier can expect that

- we are reliable;
- we will respect mutually agreed-to business conditions;
- we will pursue a zero-tolerance policy towards bribery and corruption in any form;
- we will take a clear stand on working conditions;
- we will respect different cultures;
- we will act responsibly towards society and the environment;
- we will comply with the requirements we impose on suppliers;

## 3. What we expect of the supplier

### 3.1 Products and Services

The supplier agrees to work with Hilti (Aust.) Pty Ltd and do things reasonably necessary to supply specific products or services nominated by Hilti (Aust.) Pty Ltd.

In all instances the products supplied to Hilti (Aust.) Pty Ltd must be of suitable product quality commensurate for the intended purpose. Where specified, the products supplied must be in accordance with Hilti (Aust.) Pty Ltd specifications.

### **3.2 Pricing and Conditions of Sale**

The supplier may increase price of the products and services if, and only if:

- The price increase does not violate the fixed price term agreement between Hilti (Aust.) Pty Ltd and the supplier (if any); and
- The supplier gives not less than one (1) month prior notice in writing for any desired price increase; and
- The price increase proposed is similar to price increases generally in the market for competitor products; and
- Hilti (Aust.) Pty Ltd and the supplier agree the proposed price increase is reasonable; and
- The supplier provides supporting information to verify brand price rises from manufacturers that the supplier wishes to pass on to Hilti (Aust.) Pty Ltd.

### **3.3 Ordering**

- The supplier agrees that Hilti employees or Hilti Centres can order the products and services by phone, facsimile, e-mail or in person and will ensure the receiving capabilities are adequate to process the orders promptly and efficiently
- Purchases less than \$300 do not need to be accompanied by a supporting purchase order and can be authorised by a Hilti employee.
- Purchases greater than \$300 must be supported by a Hilti purchase order. The supplier agrees to not process any orders without an approved Hilti purchase order.
- Purchase Order numbers as quoted by Hilti employees or Hilti Centres will be included in all tax invoices issued. The tax invoice will detail and identify all relevant taxes, delivery costs and deliveries as applicable.
- Any invoices received greater than \$300 without a quoted Purchase Order number may result in delayed payment.

### **3.4 Delivery of Products**

- The supplier shall deliver the products ordered by Hilti employees or Hilti Centres to the place advised by the relevant Hilti employees or Hilti Centres in accordance with the delivery procedures established between the Supplier and the relevant Hilti employees or Hilti Centres.
- Alternatively the supplier will allow Hilti (Aust.) Pty Ltd to pick up the products from the supplier's warehouse locations.

### **3.5 Payment Terms**

Hilti (Aust.) Pty Ltd agrees to pay valid tax invoices for products and services thirty (30) days from the end of the month in which the invoice was issued and following receipt of appropriate products.

### **3.6 Monthly Statements**

The supplier agrees to provide monthly statements detailing the dates, invoice numbers and amounts of the goods and services purchased by Hilti (Aust.) Pty Ltd, as well as the outstanding amounts from previous month(s).

The statements should be mailed to the Accounts Payable of Hilti (Aust.) Pty Ltd.

Hilti (Aust.) Pty Ltd  
Accounts Payable  
PO BOX 3217  
Rhodes NSW 2138

Alternatively the statement could be e-mailed to [auap@hilti.com](mailto:auap@hilti.com).

### **3.7 Legal requirements**

The supplier shall fully comply with all national and international legal requirements relevant to conduct of its business.

If the relevant national or international laws foresee lower standards than those set by the trading terms, the supplier is obligated to meet higher requirements as defined in this document whenever possible.

### **3.8 Anti-corruption, social and environmental responsibility**

As outlined in the Hilti Code of Conduct for Suppliers.

## **4. Implementing and monitoring**

*The supplier must:*

- abide by the Hilti Australia Trading Terms;
- ensure that all required measures are implemented accordingly;
- inform us as to the production facility locations relevant for us.

Hilti will reserve the right to monitor existing and new suppliers, either by themselves or by an independent organization if mutually agreed-to, to ensure that the terms outlined in this document are observed.

## **5. Non-compliance**

We are convinced that long-term business relationships are clearly useful. Therefore, we will not immediately break off a relationship due to noncompliance, inasmuch as there is a will to improve according to an agreed-to plan. Repeated violations of the Hilti Australia Trading Terms for Suppliers will result in the termination of cooperation. We are prepared to take both cultural and country-specific factors into consideration, but we will not compromise on these fundamental requirements.

Any variation or modification which you propose to make to these Terms will have no force and effect unless our prior written consent to such an amendment is first obtained. We may from time to time amend these Terms and notify you of such amendments.