Snap-on Tools (Australia) Pty Ltd and Snap-on Tools (New Zealand) Ltd (“Snap-on”) Franchisees and employees around the world are a dedicated team providing professional tool users with the finest tools, equipment, and service available. The Standard Franchise Operations Manual (“Operations Manual” or “Manual”) is designed for use by all Franchisees.

This Manual describes the Snap-on Program and will be used during the Franchisee’s initial training period and on an ongoing basis to help the Franchisee understand the mandatory Snap-on policies and recommended procedures that contribute to a successful Snap-on Franchise. Franchisees should ask their Business Manager any questions about the policies or recommendations discussed.

At Snap-on, we have a strong commitment to the success of our people. After all, a Franchisee’s success is our success. The policies and procedures set forth in the Operations Manual (including any linked supporting documents) need to be implemented in every Franchisee’s day-to-day operations. It is important that Franchisees take the time to understand this Manual and all periodic updates to this Manual.

ANY REQUIRED STANDARDS EXIST TO PROTECT SNAP-ON’S INTEREST IN THE SNAP-ON PROGRAM AND TRADEMARKS AND NOT FOR THE PURPOSE OF ESTABLISHING CONTROL OVER DAY-TO-DAY OPERATIONS OF THE FRANCHISEE’S BUSINESS OR THOSE MATTERS CLEARLY RESERVED TO THE FRANCHISEE.

THIS MANUAL DOES NOT ALTER OR AFFECT ANY PROVISION OF THE FRANCHISE AGREEMENT, ANY ANNEXURES OR APPENDICES TO THE FRANCHISE AGREEMENT, OR ANY LOAN AND SECURITY AGREEMENT OR PROMISSORY NOTE, OR ANY OTHER AGREEMENT WITH SNAP-ON, SNAP-ON CREDIT, OR ANY OTHER SNAP-ON AFFILIATE.

IF THERE IS EVER ANY INCONSISTENCY BETWEEN THIS MANUAL AND ANY OF THESE AGREEMENTS, THE AGREEMENTS ARE CONTROLLING.

Operations Manual Format
Snap-on’s Operation Manual is published exclusively on the Franchisee’s Online Portal:

https://www1.snapon.com/mall/AU/Home/Announcements.htm

Snap-on does not publish hard copies of the Operations Manual.

Updates
As indicated in the Franchise Agreement and Disclosure Document, Snap-on may change this Manual from time to time. Snap-on will provide updates to the Manual to reflect changes in Snap-on policies, procedures and forms in electronic format (including posting on a Snap-on-sponsored intranet site), through meetings, by mail, by electronic communication, through updated CD-ROM releases, USBs or any combination thereof.
Snap-on Credit, which handles the credit operations of Snap-on, may from time to time provide changes to certain portions of this Manual dealing with the credit procedures. Franchisees may contact their Sales Development Manager, Business Manager or the National Franchise Manager with any questions concerning the policies and procedures.

Snap-on may occasionally alter the means by which it generates and processes transactions. Franchisees may from time to time receive written materials or other electronic communication that impact certain policies and procedures. Although those materials may not be identified as a Manual change, they are to be considered an update to the Manual and will prevail with any perceived inconsistency in the Manual.

Confidentiality

Snap-on believes that its policies and procedures for operating the Snap-on Program gives Snap-on and its’ franchisees important advantages over its competitors. The Franchise Agreement therefore, provides that this Manual is confidential and that the Franchisee may not disclose its contents to anyone other than Franchisee’s employees in the Snap-on business or reproduce any part of the Manual without the prior written consent of Snap-on.

A violation of this confidentiality constitutes cause for termination of the Franchise Agreement. Accessing the Manual via any intranet site, possession of the Manual in CD-ROM or print constitutes acceptance of this provision.

Gender

For convenience, this Manual sometimes refers to Franchisees, customers, or other individuals using the words "he," "him," or "his." These words are used for convenience of reference only and should be construed to include both genders.

Internet and Electronic Communication

Snap-on may require the Franchisee to subscribe to a reliable internet provider or other electronic communication provider or service. Snap-on may also require that various obligations under the Snap-on Program be satisfied by means of internet and other forms of electronic communication. This includes, without limitation, how the Franchisee communicates with Snap-on and how the Franchisee places orders with Snap-on.

For example, Snap-on may require that the Franchisee place orders by accessing and using a Snap-on sponsored Internet web site. The terms of use and the requirements or obligations of those web sites or other forms of electronic communication will apply to the operation of the Franchise. The Franchisee should read and understand the terms as they are set forth in the web site(s) and check them frequently for updated information and requirements. The web site(s) content, terms and requirements are all part of the Snap-on Program.
Snap-on also conducts sales of its goods and merchandise, including Products sold to the general public, by means of the internet and other forms of electronic commerce, which may include customers on Franchisee’s List of Calls who elect to make a purchase from Snap-on through the Internet. Snap-on intends to take various steps in coordinating sales such as these with its Snap-on Franchisees, including providing, as appropriate, commissions for certain sales of Products. However, due to the speed and frequency with which these areas of commerce change, the manner in which Snap-on conducts its e-commerce initiatives, including how Snap-on coordinates these sales with Franchisees, may change at any time. Snap-on will make reasonable efforts to keep Franchisees informed of changes as they occur.

Email Services and Web Page
As further described in the Marketing Chapter of this Manual, Snap-on currently has a web site, www.snapontools.com.au, which Snap-on makes available to Franchisees for Franchisee Web Pages. Snap-on will provide the Franchisee with an email address and the Franchisee is required to use that address. A Franchisee must also subscribe to a reliable internet service to support this communication. At its discretion, Snap-on may elect to provide Franchisees with additional services and programs via the internet. These services and programs may include specific terms and conditions, as well as require adherence to such standards as deemed appropriate by Snap-on.

Email Communication
Snap-on exclusively communicates to the Franchisee’s @snapon.com email address. Non Snap-on email addresses will not be accepted by Snap-on for communication by any department.

Ongoing Support
If you require any additional advice or assistance about this Policy, contact the relevant state Business Manager of National Franchise Manager.