

**SUPPLIER AGREEMENT (Capital Equipment Purchase)**

This agreement sets forth the terms and conditions that will govern the Supplier Agreement (“Agreement”) with ***[supplier name]*** (“Supplier”) and Snap-on Logistics, a subsidiary of Snap-on Incorporated, having its principal place of business at 2801 80th Street, Kenosha, Wisconsin, 53143, USA (“Snap-on”).

# SUPPLIER CODE OF BUSINESS CONDUCT

Guided by our core beliefs and values as laid out in the “Who We Are” statement, Snap-on’s commitment to integrity and social responsibility extends to its worldwide supply base. Snap-on expects all suppliers to, and Supplier will, regardless of location, conduct business to Snap-on standards and adhere to the Supplier Code of Business Conduct, which is hereby incorporated into the terms and conditions of this Agreement.

# DESCRIPTION OF EQUIPMENT

Supplier hereby agrees to design, manufacture, sell to Snap-on, construct and install Equipment and train Snap-on personnel on use of the Equipment as necessary. Snap-on hereby agrees to purchase the Equipment as specified within Statement of Requirements. There may be other peripheral equipment, spare parts, safety attachments, and other items that are not specified, but if such items are provided, such items are also covered by this Agreement.

# DEFINITIONS

The words and terms below shall, for the purposes of this Agreement, have the following meanings:

1. “Acceptance Date” means the date that the Equipment successfully completes the Acceptance Test, or if there is not an Acceptance Test, then thirty (30) days after Snap-on starts production using the Equipment.
2. “Acceptance Test” means the test criteria and the timing thereof, as described within the Statement of Requirements, if any.
3. “Snap-on Representative” means the person so designated in the Agreement and/or the Statement of Requirements, or such other person as Snap-on may subsequently designate in writing from time to time. All approval or authorization from, or communication or submission to Snap-on is required, such communication or submission shall be directed to the Snap-on Representative and approval or authorization shall be issued only by such Representative. However, in emergency circumstances when Snap-on Representative is not available, Supplier may direct its communications or submission to other appropriate Snap-on personnel and may receive approval or authorization from such person.
4. “Defective Equipment Report” or “DER” means a document which Snap-on provides to Supplier during the Warranty Period to confirm any defects in the Equipment.
5. “Delivery Date” means the date that the Equipment is to be delivered to Snap-on's facility as identified herein.
6. “Drawings” mean, collectively, all the drawings referenced within the Agreement and made a part hereof, and also such supplementary drawings as the Supplier or Snap-on may provide to the other from time to time.
7. “Equipment” means the items of equipment listed and/or described within the attached Statement of Requirements incorporated herein, inclusive of any subsequent amendments to the description of the Equipment.
8. “Purchase Price” means the price of the Equipment as shown on the equipment pricing quotation referenced in Section 7 (Equipment Cost and Payment) and any subsequent purchase orders that may be issued under this Agreement.
9. “Services” mean the design, manufacture, maintenance and installation of the Equipment, training and any other services stated in the Statement of Requirements and in Section 15 below.
10. “Specifications” means, collectively, all the terms, requirements and stipulations presented herein, in attachments and such written amendments, revisions, deductions or additions as may be made pertaining to the method and manner of performing the obligations or to the quantities and qualities of the materials to be furnished under this Agreement.
11. “Statement of Requirements” means the attachment, as subsequently amended by mutual agreement of Supplier and the Snap-on Representative in writing, specifying the description of the Equipment, Specifications, Acceptance Test and Supplier’s additional obligations to provide Services.
12. “Warranty Period” means the period which begins on the Acceptance Date and ends three (3)year(s) later.

# STATEMENT OF REQUIREMENTS

This contract will be considered to be completed and final payment issued when all the requirements in the attached Statement of Requirements are completed. The requirements will be met no later than ***[mm/dd/yyyy].*** For each week after this that the equipment does not meet requirements, Snap-on will deduct 1% of the total purchase price from the final invoice.

# EQUIPMENT RUNOFF (IF REQUIRED)

The Equipment will be ready for runoff in accordance with the Statement of Requirements no later than ***[mm/dd/yyyy].***  For each week that the equipment is late, Snap-on will deduct 1% of the total purchase price from the final invoice. The equipment will be run off as detailed in the Statement of Requirements.

# EQUIPMENT DELIVERY

The Equipment will be delivered to ***[LOCATION]***  no later than ***[mm/dd/yyyy].***  For each week that the equipment is late, Snap-on will deduct 1% of the total purchase price from the final invoice. If the equipment is subject to a runoff at the Supplier’s location, the delivery will be ***[X days/weeks]*** after the runoff is completed.

Snap-on shall have the right, at no additional charge, to postpone the delivery of the Equipment (or any component thereof) for a period of up to one hundred twenty (120) days. In the event of such a postponement, Snap-on shall have the right to commensurately delay its payment(s) due to the delay of shipment.

# EQUIPMENT COST AND PAYMENT

Equipment costs are based on Supplier’s pricing quotation dated ***[mm/dd/yyyy]***. Initial Payment of 25% will be made with Snap-on’s purchase order, 50% on actual delivery or successful runoff (whichever occurs first), and 25%, less any deduction or discount, when the Statement of Requirements is completed to Snap-on’s satisfaction.

# COMPETITIVE PRICE

Supplier represents to Snap-on that the prices paid by Snap-on are as low as or lower than the prices at which Supplier is currently selling similar equipment to other customers in similar quantities.

# WARRANTY AND QUALITY

1. Quality of Service. Supplier shall perform all Services stated in the Statement of Requirements and Section 15 with care, skill and diligence, using that degree of skill and care ordinarily exercised and consistent with generally accepted practices in the industry. Supplier shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and other items and services furnished under this Agreement.
2. Equipment Warranty. Supplier warrants that all goods, articles, material and work will conform with applicable drawings, Specifications, Statement of Requirements, samples and/or other descriptions given, will be fit for the purposes intended and of first-class quality upon delivery and during the Warranty Period. Supplier shall replace, repair or make good without cost to Snap-on any Equipment or Service defects or faults arising within the Warranty Period or within such longer period of time as may be prescribed by law or by terms of any applicable warranty provided by Supplier after date Acceptance Date (acceptance not to be unreasonably delayed or withheld), resulting from imperfect or defective work or materials furnished by Supplier. Acceptance or use of goods by Snap-on shall not constitute a waiver of any claim under this warranty. Supplier's liability under this Section 9.b. shall extend to all damages proximately caused by the breach of any of the foregoing warranties or guarantees.
3. Snap-on May Repair. Snap-on shall have the right to repair any and all defects, if Supplier has previously authorized such action or, if in Snap-on's reasonable commercial judgment, Supplier is unable or unwilling to make the repair. If Snap-on elects to take this action, it may deduct from any amounts owing to Supplier the direct and incidental costs incurred in remedying the breach of warranty. Should Snap-on deduct costs from future payments, upon Supplier's request, Snap-on will furnish documentation of these costs. Snap-on's action to cure any warranty breach shall not relieve Supplier of any obligations hereunder or under provisions of the Uniform Commercial Code except to the extent that Snap-on's repair effort shall have directly caused further defects in the Equipment.
4. Notice of Defects. Snap-on will provide a DER to Supplier as notice of any defects in the Equipment or Services. Upon receipt of such DER, Supplier shall promptly notify the Snap-on Representative of Supplier’s plans to repair the Equipment or correct the defective Services. Supplier shall complete the repair/Services without undue delay.

# DEVELOPMENT

Snap-on, and/or jointly developed, designs and specifications are considered Snap-on’s confidential and trade secret information and are owned by Snap-on. Supplier shall sell the exclusive Equipment to Snap-on and no one else.

# CHANGES TO SPECIFICATIONS

* 1. Change Orders. By issuance of a written change order to the Supplier from the Snap-on Representative, Snap-on may, at any time during the term of this Agreement and without invalidating the Agreement, make changes in, additions or deletions to the Specifications in the Statement of Requirements (“Change Order”). It is understood that any such changes shall be made by Supplier. Such Change Orders shall be incorporated into the Specifications. If such change increases or decreases the cost of or time for performing the Services hereunder, an equitable adjustment may be made in the payment to the Supplier and/or the time for performance after Snap-on’s written approval.
	2. Technological Developments. Supplier shall promptly advise Snap-on of all reasonably available technological advances which are known or become known to Supplier, during its performance of this Agreement, which may result in the Equipment having added value (i.e., better performance, design, material, longer useful life, etc.) to Snap-on. Should Snap-on elect to incorporate such advances, it shall do so pursuant to Section 11.a. above.

# EQUIPMENT TERMINATION AND DISCONTINUANCE OBLIGATIONS

Either party shall have the right to immediately terminate this Agreement if: (a) the other party breaches this Agreement and does not completely remedy a curable breach within thirty (30) days after receiving notification from the other party; (b) upon written notice to the other party that such party committed an incurable breach; (c) the other party becomes insolvent or bankrupt, files for reorganization or a receiver or trustee is appointed; or (d) the other party merges, is acquired or effects a substantial change in asset, ownership or management. In any event, Snap-on shall have the right to terminate this Agreement for convenience, without cause, upon prior written notice. Supplier shall cease production immediately upon notice of termination from Snap-on for any undelivered Equipment. Upon termination by Snap-on for convenience, Supplier shall provide Snap-on with a detailed invoice showing costs for non-industry standard materials. Snap-on will pay undisputed invoice within sixty (60) days and shall have the option to have all non-industry standard material delivered to a location of Snap-on’s choosing and at Snap-on’s expense. Snap-on shall have the right, with appropriate documentation, to set-off any payments due Supplier against claims against the Supplier by a third party.

# FREIGHT AND DELIVERY TERMS

* 1. Freight. Supplier will pay all freight. Supplier shall bear the risk of loss or damage to any Equipment until delivery of the Equipment at the destination specified in this Agreement and acceptance by Snap-on has occurred, except to the extent that loss or damage arises out of or results from the negligence or willful misconduct of Snap-on. After delivery and acceptance, Snap-on shall bear the risk of loss or damage to the Equipment, except to the extent that loss or damage arises out of or results from the negligence or willful misconduct of Supplier, its agents or subcontractors. Unless otherwise specified herein, title to the Equipment furnished by Supplier shall vest in Snap-on when the Equipment has been delivered at the location designated in this Agreement and the Services after delivery have been completed and accepted by Snap-on's representative.
	2. Delivery Delays—Premium Transportation. If shipment of the Equipment is delayed less than fifteen (15) calendar days after the Delivery Date for any reason (Force Majeure delays excluded), Snap-on shall have the option to expedite the shipment of the Equipment by employing premium transportation such as, but not limited to, exclusive-use van or air freight. Supplier hereby agrees to bear such premium costs should Snap-on elect to use such premium transportation in an effort to recover the time lost due to Supplier's late shipment. Furthermore, Supplier will use its best efforts to assist Snap-on in the routing or rerouting of the shipment.
	3. Delivery Delays—Irreparable Fifteen (15) Days after Delivery Date. If shipment of the Equipment is delayed for any reason (excluding Force Majeure delays) in excess of fifteen (15) calendar days after the Delivery Date, the delay shall be considered an irreparable delay and an incurable breach of Supplier under this Agreement. Should Snap-on choose to excuse the delay, it must do so in a writing which shall identify a new delivery date. If Snap-on exercises its right to identify a new delivery, it does not forfeit any rights or remedies it may have under this Agreement or the law.
	4. Delivery Notice. Supplier shall notify Snap-on by fax or email of a pending shipment hereunder seven (7) calendar days prior to actual shipment. On the day of actual shipment, Supplier shall confirm shipment by fax or email notification which shall include, without limitation: the carrier's name, the waybill number, number of pieces, weight (by piece and total), progressive bill number and destination.
	5. Packing. Supplier will ship the Equipment in a manner consistent with general industry practice. Should it be necessary to ship the Equipment in a disassembled state, Supplier shall ship the Equipment in the largest units possible consistent with expedient transportation of the Equipment.

# EQUIPMENT INFORMATION, SPARE PARTS AND DRAWINGS

1. Supplier shall provide to Snap-on complete and accurate information and data for the Equipment (“Equipment Information”). Equipment Information shall include, but not be limited to, operation manuals, maintenance manuals, certification requirements, applications and safety information.
2. Sixty (60) days prior to shipment, Supplier agrees to supply to Snap-on a recommended spare parts list for the Equipment. Supplier agrees for a period of ten (10) years to sell to Snap-on, at the prevailing delivery and payment terms, all necessary spare parts required for maintenance of the Equipment, at the lowest price it charges to anyone in the marketplace. Also, Supplier agrees to hold critical spares in its inventory for delivery within one (1) day.
3. No later than the date of shipment and before final payment to Supplier, Supplier agrees to supply all assembly and part drawings, password and other items necessary for the routine maintenance of the equipment.
4. Further, Supplier agrees, within the limits of production capability, to provide emergency spare parts within one (1) day after receipt of an emergency order. Should Supplier not be able to provide such parts within one (1) day or no longer stocks spare parts, Supplier agrees to supply Snap-on with all manufacturing drawings in order that Snap-on is able to maintain the Equipment.
5. Sixty (60) days prior to shipment, Supplier agrees to provide Snap-on with all programs, integration codes, passwords, ladder logic, or other electronic information associated with the equipment at no charge. Supplier will also supply these codes at any time Snap-on needs them in the future and provide full access to all control systems at any time Snap-on requests.

# MAINTENANCE SERVICE

Supplier recognizes that from time to time, the Equipment may need service that is beyond the capability of Snap-on to perform. In these cases, when Snap-on requests service personnel from Supplier, Supplier will have qualified support personnel servicing the equipment within twenty-four (24) hours of the request from Snap-on. If Supplier fails to provide the required Service, Snap-on may charge Supplier a fair value for its lost production.

# MUTUAL CONFIDENTIALITY AGREEMENT

# This Agreement and its terms and conditions are confidential and governed by the provisions of the attached Mutual Confidentiality Agreement (“MCA”), which is hereby incorporated into this Agreement. The MCA will remain in effect during the term of this Agreement regardless of any expiration date stated in such MCA.

# CONDITIONS OF PURCHASE

# All Snap-on Equipment purchases and Services from Supplier are subject to and governed by this Agreement, including the MCA.

# ELECTRONIC TRANSACTIONS

Snap-on and Supplier will electronically transmit and receive to/from each other, via standard agreed formats, business documents in place of conventional paper-based documents, either directly or through a designated third party system, included, for example:

1. Purchase Order
2. Acknowledgements
3. Advance Ship Notices (ASN)
4. Invoices

The Parties acknowledge that such transactions are legally valid and enforceable as a result of the use of available electronic technologies, which is for the mutual benefit of the parties.

1. **TAXES, FEES, DUTIES**

Supplier shall be responsible for all taxes, fees and duties of any type levied or imposed by any governmental body or quasi-governmental body in Supplier's country of manufacture.

# ANTI-CORRUPTION COMPLIANCE

Supplier will comply at all times with applicable laws, regulations, orders, judicial decision, conventions and international financial institution rules regarding corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to public officials and private persons, agency relationships, commissions, lobbying, books and records and financial controls (“Anti-Corruption Laws”). The Anti-Corruption Laws include, without limitation, the Foreign Corrupt Practices Act, a law of the United States of America and the United Kingdom Bribery Act, a law of the United Kingdom.

Supplier is aware that Snap-on may be sanctioned under the Anti-Corruption Laws in the event Supplier, directly or indirectly offers, promises or makes payments to government officials or others for the purpose of influencing decisions favorable to Snap-on.

Supplier acknowledges that no officer or other major decision maker of Supplier, now or during the term of this Agreement, is, or will become, an official of any government agency or a corporation owned by a governmental unit where Supplier does business without prior written notice to Snap-on.

Supplier further acknowledges that Snap-on may withhold payment if Snap-on has reason to believe the Supplier is in breach of this Anti-Corruption Compliance provision. Snap-on shall have the right to audit the Supplier’s records in order to satisfy itself that no breach of this provision has occurred.

# REGULATORY COMPLIANCE

Equipment regulatory compliance for the Snap-on Incorporated Brands equipment (including without limitation, SNAP-ON, SIOUX, BLUE-POINT, WILLIAMS, BAHCO and CDI) includes safety approvals and certifications, radio transmission certification, EMC compliance as well as environmental requirements including energy efficiency. Banned substances, under no circumstances shall be present in the Snap-on equipment/products, or used in the processes used to manufacture Snap-on equipment/products. Restricted substances, which are allowed, should, if possible, be replaced with acceptable alternatives.

# INDEMNIFICATION; INSURANCE

a) Supplier will indemnify, defend upon request and hold harmless Snap-on (“Snap-on” in this Section 22 shall refer to Snap-on Incorporated and its subsidiaries), from any and all Claims (i) resulting from injury or death to any person or damage to any property arising directly or indirectly due to Equipment not meeting the Specifications; (ii) asserted in any governmental proceeding or action with respect to the Equipment not meeting the Specifications; (iii) on account of any actual or alleged infringement or other violation of patent or other proprietary rights arising out of the manufacture, use or sale of Equipment not meeting the Specifications; or (iv) resulting from Supplier’s breach of this Agreement. This indemnity and defense applies to all Claims, regardless of nature and designation, whether based on breach of contract, breach of warranty, strict liability, product liability, negligence or any other tort or theory of liability. It includes indemnity for (a) all damages of any kind, including punitive or exemplary damages, and (b) any costs and expenses, including attorney’s fees, incurred by Snap-on while assisting in or presenting any defense or investigating or re-mediating any conditions. It also includes but is not limited to any Claim that Snap-on was at fault or not inspecting or testing the Equipment or not analyzing the design or make up of the Equipment (not provided by Snap-on) or for negligently inspecting, testing or analyzing the Equipment. This indemnity and defense is in addition to the warranty and remedy obligations of Supplier.  “Claim” or “Claims” includes claims, lawsuits, and liabilities, notice of property damage or personal injury and losses of any kind. Snap-on may, at its sole discretion and at its own expense, be represented by and actively participate through its own counsel in any such proceedings.

b) If Supplier refuses or fails to indemnify and/or defend Snap-on as required under this Agreement, Snap-on may defend itself and make decisions regarding strategy, including settlement, that it deems appropriate without limiting its right to pursue a claim against Supplier for indemnification.  Supplier will be responsible for all costs, expenses and liabilities incurred by Snap-on in such event.

c) Supplier will insure the Equipment during manufacturing up through delivery and will maintain: (i) property insurance against loss, theft and damages in an amount greater than the full replacement value of the Equipment, or part thereof; and (ii) occurrence-based commercial general liability insurance, vendors coverage and contractual indemnity coverage in an amount not less than $2,000,000. Both policies shall name Snap-on and its parent as additional insured, be issued by insurers with an A.M. Best’s Rating of at least “A- VII” and that are otherwise acceptable to Snap-on, and provides coverage for bodily injury, death and property damage liability with “each occurrence”.  Supplier’s liability is not limited by the limits of such insurance policies. Supplier will furnish Snap-on with certificates of insurance annually.  All policies of insurance procured or maintained hereunder (a) shall provide that coverage thereunder shall not be terminated, cancelled or non-renewed without at least thirty (30) days’ written notice to Snap-on, and (b) shall be primary and non-contributory to any insurance carried by Snap-on or its parent.

# CUSTOMS AND ORIGIN CRITERIA REQUIREMENTS/US ONLY

# In those instances where Snap-on is the resident Importer of Record, Snap-on shall be responsible for all applicable customs duties, taxes and fees, unless otherwise agreed. Supplier’s invoice to Snap-on shall contain, for each line item or good, all information necessary to allow for efficient entry of goods into the destination country, including, but not limited to, brief accurate written Equipment descriptions, purchase price, correct and current harmonized tariff codes (minimum 6-digits), correct country of origin designation, INCO Term, when applicable with the itemized inland or international freight charges, applicable cargo insurance costs, based on the INCO Term, and any special non-standard packaging costs.

1. Supplier agrees to promptly submit to Snap-on, any documents required by U.S. Government law or regulations to allow entry of the goods into the U.S., including any material safety data sheets, and any documents or information required by the FCC, FDA, EPA or other US government agency documents.
2. In the event of the commencement of any U.S., destination and/or Free Trade Agreement (FTA) government Investigation or audit, including valuation, classification, antidumping/countervailing duty, or other item, Supplier agrees to cooperate with the U.S. and/or foreign Government and Snap-on, including promptly providing any required information on the origin, manufacture and sale of the Equipment (prices, quantities, terms of sale, etc.) in its home and/or export markets, as required or requested by the applicable government body conducting the investigation or audit.
3. As instructed and required by law or regulation, Supplier shall clearly and correctly mark the Equipment and/or packaging with the country of manufacture (origin).
4. Supplier will promptly notify Snap-on, in writing within 10 business days, of any changes in the status of the country of manufacture (origin) supplied in any previous communication or certifications with or sent to Snap-on.

f) If the Equipment is eligible for any reduced or preferential duty program, including any FTA or when applicable Generalized System of Preferences (GSP), Supplier agrees to follow all program requirements as outlined within U.S. or applicable destination country customs regulations. As instructed by Snap-on, Supplier shall promptly furnish all documentation and/or other required information to establish and verify eligibility and origin of the Equipment.

g) ISF-10 REQUIREMENTS – For all ocean shipments sent to any Snap-on U.S. facility/location, where Snap-on is the designated USA Importer of Record, Supplier shall. or shall cause the shipper to, no less than 4-business days **prior** to loading the cargo/container onto the vessel in the overseas port, provide both Snap-on and Snap-on’s designated US agent all information required to properly and successfully complete the required ISF-10 filing with US Customs. Any fines assessed to Snap-on by US Customs related to late, incomplete or missing ISF-10 filing, caused by either the Supplier or the shipper, will be debited back, in full, to the Supplier.

1. **SUPPLIER AUDIT AND FACILITY ACCESS**

Supplier will allow Snap-on access to Supplier’s facilities upon reasonable notice while the Equipment is at Supplier’s location. Upon Snap-on’s reasonable request, Supplier will provide Snap-on with certain financial statements and documentation.

1. **EQUIPMENT INFORMATION, DATA RIGHTS AND SUPPLIER MARKS**

Supplier grants to Snap-on a non-exclusive, perpetual, irrevocable, worldwide, royalty-free right to use the Equipment Information, if any, provided by Supplier in connection with Snap-on’s business. This right includes, but is not limited to, the right to copy and prepare derivative works (including translations) of such Equipment Information by any method, form, or media now or hereafter known. Such rights may be exercised by Snap-on, its business units, subsidiaries and affiliates, and commences on the effective date of the Agreement.

Snap-on has a non-exclusive, perpetual, irrevocable, worldwide, royalty-free right to use Supplier trademarks, logos, service marks, trade names, copyrighted material, and domain names ("Supplier Marks") in connection with Snap-on promotional, sales or marketing materials, documentation or information, including but not limited to Snap-on catalogs and Snap-on web sites and other electronic and paper media. This right includes, but is not limited to, the right to use, copy, publish, transfer, distribute, and prepare derivative works or translations containing Supplier Marks in any form and media now or hereafter known; and to use Supplier Marks with any promotional, sales or marketing materials, documentation or information. Effective with the date of this Agreement such rights may be exercised by Snap-on, its business units, subsidiaries and affiliates.

# SAFETY AND HAZARD LABELING

Supplier shall label all hazardous materials as defined by applicable United States federal, state and local statutes, laws, propositions, and regulations, (“Laws”) as required by such laws. Supplier agrees to comply with all Laws relating to the environment including those relating to the packaging, labeling, and sale of Equipment that contain hazardous materials, including but not limited to California Proposition 65 and the Hazardous Communication Standards promulgated by the United States Occupational Safety and Health Administration. Supplier agrees to provide timely, complete, accurate and up-to-date information as required by applicable Laws. All machinery and equipment supplied to Snap-on must comply with the following:

1. US Occupational Safety and Health Act of 1970 and any state OSH regulations for the state the equipment is delivered to.
2. American Nation Standard/National Fire Protection Association
	* NFPA 79, Electrical Standard for Industrial Machinery
	* NFPA 70, National Electrical Code

Supplier will also ensure that any additional safety devices and labels requested by Snap-on, even if not required by law, have been applied.

# SNAP-ON FACILITIES

Supplier may visit a Snap-on facility in the course of meeting its obligations under this Agreement. Supplier assumes responsibility and liability for its agent’s, representative’s and employee’s actions while at Snap-on facilities. Supplier’s agents, representatives and employees will follow all Snap-on safety instructions and use reasonable care while at a Snap-on facility. Supplier releases Snap-on from any liability and waives all claims against Snap-on, whether for property damage, personal injury or death, arising out of any visit to a Snap-on facility except to the extent caused by Snap-on’s gross negligence or willful misconduct.

1. **WAIVER OF JURY**

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

1. **GOVERNING LAW**

This Agreement shall be construed and interpreted in accordance with, and the rights and obligations of the parties hereto shall be governed by the provisions of the Uniform Commercial Code and the laws of the State of Wisconsin, USA and not the United Nations Convention on Contracts for the International Sale of Goods. This Agreement shall be executed in the English language, which shall be the original and shall control in the event of any difference between the English text of this Agreement and any translation hereof. The parties submit to the exclusive jurisdiction of the state and federal district courts of Wisconsin, Eastern District, venued in Milwaukee County, Wisconsin, or the Circuit court of Milwaukee County, if there is no federal jurisdiction. The parties expressly consent to the jurisdiction and the venue of such courts. The parties waive their right to any claim of inconvenient forum.

1. **ASSIGNMENT AND NOTICES**
2. Neither party will assign, subcontract or delegate any rights or obligations contained in this Agreement without the other party's prior written consent, which consent will not be unreasonably withheld. In the event of Supplier’s change of name, ownership, or sale, merger or acquisition or other disposition in whole or in part, including the filing by, or against Supplier of any bankruptcy proceeding, Supplier shall promptly notify Snap-on in writing of such changes, actions and proceedings.
3. All notices shall be sent via certified mail, to the attention of the Supplier or Snap-on Representative listed below at the addresses provided herein. Such notice(s) shall be effective three (3) business days after confirmed receipt of the notice.

Notices given by Snap-on shall be sent to

*[Name of authorized representative]*

*[designation of title]*

*[address of authorized representative]*

Notices given by Supplier shall be sent to Snap-on

ATTN: *[Name of authorized representative]*

*[designation of title]*

*[address of authorized*

*representative]*

# MODIFICATION

No modification of this Agreement shall be binding upon either party unless it is in writing, and is signed by an authorized representative of each party.

1. **RELATIONSHIP OF PARTIES**

The Supplier and Snap-on are independent contractors, and are not partners, joint ventures, employees or agents. Neither party shall have the authority to act, make representations, or make commitments on behalf of the other party.

1. **FORCE MAJEURE** Neither Snap-on nor Supplier shall not be liable for any delay in or impairment of performance resulting in whole or in part from acts of God, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fire, accident, explosion, obtain permits and licenses, supplies or raw materials, severe weather conditions or catastrophic.

# ENTIRE AGREEMENT

This Agreement, together with the required signed documents and the reference documents listed below, which are incorporated herein by reference, contains the entire understanding between Snap-on and the Supplier for the equipment detailed in the description of equipment. All other terms and conditions, supplemental terms or conflicting terms, whether contained on Supplier’s quote, purchase order or elsewhere, shall have no effect whatsoever and only these terms and conditions shall apply. Supplier may provide Snap-on with a written request for copies of the current version of the reference documents at any time.

# COUNTERPARTS

### This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same Agreement. All references herein to Articles and Sections shall be deemed references to such parts of this Agreement, unless the context shall otherwise require. All references to singular or plural shall include the other as the context may require.

1. **SURVIVAL**

The warranties, guarantees, indemnities confidentiality obligations and representations contained herein shall survive the cancellation, expiration, or termination of this Agreement.

1. **WAIVER**

Snap-on’s failure to enforce any term of this Agreement shall not be interpreted to mean that Snap-on waived its right to enforce any term of this Agreement in the future and also shall not be interpreted to be a waiver of the provision itself.

1. **PRECEDENCE**

Unless otherwise stated, this Agreement shall control over any conflicting term in any other document incorporated herein, including without limitation, the required signed documents and the reference documents listed below.

The person signing this Agreement is duly authorized and agrees to the terms and conditions of this Agreement.

Snap-on: ***[supplier name]* Snap-on Logistics Company**

Subsidiary of Snap-on Incorporated

By: By:

Title: Title:

Date: Date:

**Required signed documents: Reference documents**

-Mutual Confidentiality Agreement -Supplier Code of Business Conduct

-Above, SA -Supplier Guidelines

-Bailment agreement – if Snap-on invests in tooling -TAA listing of compliant countries

**Attachments:**

-Statement of Requirements