



## **Supplier Code of Business Conduct**

Since 1920, Snap-on has focused on serving our customers, associates, investors, franchisees, suppliers and the communities where we do business. Guided by our core beliefs and values as laid out in our “Who We Are” statement, Snap-on’s commitments to integrity and social responsibility extend to its worldwide supply base. All Snap-on suppliers, regardless of location, must adhere to this Supplier Code of Business Conduct when performing services for, or related to, Snap-on.

1. Suppliers are expected to protect employees’ workplace health and safety, human rights, and environment. Suppliers are expected to be law abiding, complying with all applicable environmental, health and safety laws and regulations in the countries in which they operate.
2. Suppliers will not engage in any form of human trafficking, whether by force, fraud, or coercion; or any form of involuntary servitude or slavery; or any form of sex trafficking or the procurement of any commercial sex act;
3. Suppliers will not engage in, or support the use of, child labor, and supplier shall comply with all applicable local child labor laws and employ only workers who meet the applicable minimum legal age requirement for their location.
4. Suppliers will not engage in or support the use of forced or involuntary labor, including through the use of (a) threats of serious harm to, or physical restraint against, any person; (b) any scheme, plan, or pattern intended to cause a person to believe that, if the person did not perform such labor or services, that that individual or another person would suffer serious harm or physical restraint; or (c) any abuse or threatened abuse of law or the legal process.
5. Suppliers will not destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers’ licenses.
6. Suppliers will not use misleading or fraudulent practices during the recruitment of employees or offering of employment. Suppliers shall, to the extent possible, disclose to employees, in a format and language accessible to the employee, the basic information regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if provided or arranged by Snap-on or its agents), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work. If required by law or contract, provide an employment contract, recruitment agreement, or other required work document in writing, which shall be in a language the employee understands.
7. Suppliers will not charge employees recruitment fees and shall not use recruiters that do not comply with local labor laws of the country in which the recruiting takes place.
8. Suppliers will provide return transportation or pay for the cost of return transportation upon the end of employment for employees who are not nationals of the country where they are working if the employee is brought to that country for purposes of working on U.S. government. Suppliers are expected to comply with the requirements of the applicable FAR provisions, including FARs 52.222-50 and 52.222-56.
9. Snap-on values diversity in its workforce and fosters an appreciation of the different cultural values of its constituencies. Suppliers are expected to comply with all applicable local laws limiting discrimination in hiring and employment practices for any reason including race, religion, color, national origin, sex, age, physical or mental disability, veteran status or sexual orientation.
10. Suppliers will treat their employees with dignity and respect, and not allow or overlook any form of harassment, complying with all applicable local laws.
11. Suppliers are expected to comply with all applicable local wages, benefit, and working hours labor laws.
12. Suppliers who provide residential facilities for their employees must also provide safe and healthy facilities. Supplier-supplied facilities must meet the host country housing and safety standards.

13. Suppliers must not offer or give, any payments, fees, loans, services or gifts to any Snap-on associate as a condition or result of doing business with Snap-on. Snap-on policy does not prohibit gifts of nominal value (under \$50). Normal business meals and entertainment (such as attendance at sporting or cultural events), and similar customary and reasonable expenditures to promote general business goodwill are also acceptable even if their value exceeds \$50, so long as the associate is accompanied by the host. Suppliers are expected to report any potential solicitation of a kickback from any Snap-on associate to Snap-on's Business Ethics Help Line at 866-468-6657 or to Snap-on's Vice President, General Counsel and Secretary at: 2801 – 80<sup>th</sup> Street, Kenosha, WI 53143.
14. Suppliers are expected to comply with all applicable treaties, agreements, laws and regulations governing the protection, use and disclosure of intellectual property, proprietary, confidential and personal information. Suppliers are expected to comply with all other applicable national and international laws and regulations.
15. Suppliers using subcontractors to provide goods and services to Snap-on will also be responsible for the subcontracted party for compliance with this Code.

Suppliers are required to periodically certify that they (a) have read and understand Snap-on's Policy Against Human Trafficking and Slavery as well as this Code and (b) comply with the Policy Against Human Trafficking and Slavery, this Code, and all relevant laws and labor standards of the country or countries in which they are doing business.

Snap-on reserves the right to monitor supplier compliance with this Code through supplier surveys and certifications as well as other means that Snap-on deems appropriate. If a supplier is found in violation of this Code, Snap-on will require the supplier to take prompt, remedial measures to address the violation, including instituting clear and trustworthy action plans to ensure compliance with this Code. While Snap-on is committed to work with suppliers to improve workplace conditions, Snap-on maintains the right to terminate its relationship, without liability to Snap-on, with suppliers who violate this Code, refuse to rectify deficiencies or fail to provide Snap-on with requested surveys and certifications.

This Supplier Code of Business Conduct applies to all Snap-on companies worldwide.

## Who We Are

### OUR MISSION

The most valued productivity solutions in the world

#### BELIEFS

**We deeply believe in:**

Non-negotiable Product and Workplace Safety  
Uncompromising Quality  
Passionate Customer Care  
Fearless Innovation  
Rapid Continuous Improvement

#### VALUES

**Our behaviors define our success:**

We demonstrate Integrity.  
We tell the Truth.  
We respect the Individual.  
We promote Teamwork.  
We Listen.

#### VISION

**To be acknowledged as the:**

Brands of Choice  
Employer of Choice  
Franchisor of Choice  
Business Partner of Choice  
Investment of Choice