Snap-on Incorporated

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 must adhere to this Supplier Code of Business Conduct when performing services for, or related to, Snap-on.

1. Suppliers and any sub-suppliers are expected to protect employees’ workplace health and safety, and human rights, as well as the 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 and any sub-suppliers will not engage in any form of human trafficking, whether by force, fraud, or coercion; any form of involuntary servitude or slavery; any form of sex trafficking; or the procurement of any commercial sex act.
3. Suppliers and any sub-suppliers will not engage in, or support the use of, child labor, and suppliers 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 and any sub-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 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 and any sub-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 and any sub-suppliers will not use misleading or fraudulent practices during the recruitment of employees or offering of employment or engagement. 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, working hours, 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 and any sub-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 and any sub-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 contract. Suppliers are expected to comply with the requirements of the applicable Federal Acquisition Regulation (FAR) provisions, including FARs 52.222-50 and 52.222-56.
9. Suppliers and any sub-suppliers must comply at all times with any laws, rules, regulations, orders, judicial decisions, decrees, conventions and international financial institution rules applicable to Snap-on or the supplier with respect to the use of slavery, forced, involuntary or coerced labor, child labor, human trafficking or sex trafficking (Modern Slavery) including, but not limited to, the California Transparency in Supply Chains Act, the UK Modern Slavery Act, the requirements of United States Federal Acquisition Regulations 52.222-50 and 52.222-56, the Australian Modern Slavery Act 2018 (New South Wales, Australia), the Australian Modern Slavery Act 2018 (Commonwealth of Australia), the Norway Transparency Act (effective as of July 1, 2022), Canada’s Fighting Against Forced Labour and Child Labour in Supply Chains Act, and the EU Anti-trafficking Directive 2011/36/EU (the Anti-Trafficking and Modern Slavery Laws). Suppliers must not do or omit to do any

act that will cause Snap-on to breach the Anti-Trafficking and Modern Slavery Laws, including, but not limited to, engaging in the recruitment, transportation, transfer, harbouring or receipt of persons, by means of threat or use of force, coercion, abduction, or fraud for the purpose of exploitation or forced labor.

10. Suppliers and any sub-suppliers must take adequate measures to prevent, mitigate and remediate the risk of modern slavery, trafficking and human rights abuses occurring within suppliers' operations and supply chains. It is expected that suppliers have in place adequate policies and commitments, due diligence processes, remediation processes, reporting processes and training in relation to Modern Slavery and human rights.
11. Suppliers are strictly prohibited from purchasing services, sourcing raw materials, or sourcing product or components for products from the Xinjiang Uyghur Autonomous Region of the People's Republic of China or from any entity on the Uyghur Forced Labor Prevention Act (UFLPA) Entity List.
12. Suppliers and any sub-suppliers must comply at all times with human rights related laws and instruments and must not do or omit to do any act that will cause Snap-on to breach any human rights related laws and instruments. Suppliers must avoid causing or contributing to any adverse impact to employees' and contractors' human rights.
13. Snap-on is committed to providing equal opportunities across all of its stakeholders and it does not tolerate discrimination. Suppliers are expected to comply with all applicable local laws limiting discrimination in hiring and employment practices for any reason including race, ethnicity, religion, color, national origin, sex, age, physical or mental disability, veteran status, gender or sexual orientation.
14. Suppliers and any sub-suppliers will treat their employees with dignity and respect, and not allow or overlook any form of harassment, complying with all applicable local laws.
15. Suppliers and any sub-suppliers must comply with all applicable local wage, benefit, and working hours' labor laws.
16. Suppliers and any sub-suppliers are expected to provide their employees with the freedom to join associations of their own choosing as well as the freedom of collective bargaining where the local law confers such rights.
17. Suppliers and any sub-suppliers who provide residential facilities for their employees must also provide safe and healthy facilities. Supplier provided facilities must meet the host country housing and safety standards.
18. Suppliers and any sub-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), as well as similar customary and reasonable expenditures to promote general business goodwill, are 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 – 80th Street, Kenosha, WI USA 53143.
19. Suppliers and any sub-suppliers must 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.
20. Suppliers should implement measures to eliminate the risk of counterfeit parts entering the supply chain by, among other actions verifying the authenticity of materials, conducting inspections and maintaining clear traceability.
21. Suppliers using subcontractors to provide goods and services to Snap-on will also be responsible for the subcontracted party's compliance with this Code. Suppliers are expected to take steps to ensure their subcontractors adopt the commitments outlined in this Code.
22. Suppliers and any sub-suppliers are expected to use appropriate management systems (e.g., ISOs, etc.) to meet Snap-on product quality and safety applicable requirements.
23. Suppliers and any sub-suppliers will have policies and procedures in place that are designed to (i) ensure the efficient use of natural resources (air, water, natural gas and electricity), and reduce such use where possible, (ii) reduce waste, and (iii) limit emissions to air, water and soil.

24. Suppliers must comply with the U.S. Foreign Corrupt Practices Act and applicable anti-corruption laws and regulations of the countries where they operate. Suppliers must not offer, give, solicit or accept any form of bribe, kickback or other means of obtaining undue or improper advantage. Suppliers are prohibited from any form of money laundering and all business dealings must be performed transparently and accurately reflected on Suppliers' business books and records.

25. Suppliers and any sub-suppliers must abide by all applicable national and international trade laws and regulations including but not limited to antitrust, trade controls, and sanction regimes.

26. Suppliers and any sub-suppliers must respect the privacy and confidential information of their employees and business partners, and protect data and intellectual property from misuse.

27. Suppliers will provide information to Snap-on regarding ownership structure upon request and must not be owned or controlled by any person or entity that is blocked or sanctioned, including those parties on the Entity List and Military End-User List published by the U.S. Bureau of Industry and Security ("BIS"), the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Office of Foreign Assets Control ("OFAC") and similar lists maintained by other countries.

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.

Suppliers are also encouraged to review the Snap-on Incorporated Code of Business Conduct and Ethics, which is available at https://www.snapon.com/EN/Investors/Corporate-Governance/Code-of-Business-Conduct--Ethics.

Snap-on reserves the right to monitor supplier compliance with this Code through supplier surveys, certifications, general information requests as well as other means that Snap-on deems appropriate. It is expected that suppliers will notify Snap-on (AntiHumanTrafficking@snapon.com) as soon as reasonably possible after becoming aware of any breach or potential breach of this Code. 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 working 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. Referral action to proper authorities may be taken in cases involving breach of certain criminal laws.

This Supplier Code of Business Conduct, which is available at https://www.snapon.com/EN/Suppliers/Supplier-Code-of-Conduct, applies to all Snap-on companies worldwide.

