**PURCHASE ORDER TERMS AND CONDITIONS**

THESE TERMS AND CONDITIONS ONLY APPLY TO THE EXTENT THAT THE SUPPLIER AND SNAP-ON ARE NOT PARTIES TO A STANDALONE SUPPLY AGREEMENT GOVERNING THE PROVISION OF PRODUCTS, GOODS, OTHER ITEMS (TANGIBLE AND INTANGIBLE), OR SERVICES BY SUPPLIER TO SNAP-ON.

All Snap-on Purchase Orders (“**PO(s)**”), transactions and acknowledgements are subject to these terms and conditions. No terms or conditions in any acceptance, confirmation, acknowledgment or invoice from Supplier, contrary to or modifying these PO Terms and Conditions or the PO (collectively the “**T&Cs**”) will apply unless approved and accepted in a writing signed by Snap-on Logistics Company, or its parent company Snap-on Incorporated, or one of its divisions, subsidiaries or affiliates. These T&Cs apply to all products, goods, or other items (tangible and intangible) purchased from Supplier (“**Product(s)**”) by Snap-on Logistics Company or any Snap-on subsidiary or affiliate, or any division or other business unit of any of the foregoing (collectively, “**Snap-on**”). As used herein, “**Supplier**” shall mean the individual, entity, or organization providing Products to Snap-on pursuant to a PO and subject to these T&Cs.

1. **Suplier Code of Conduct**. Guided by Snap-on’s 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 requires all suppliers to, and Supplier agrees that it will, regardless of location, conduct business in a manner that complies with the standards set forth in Snap-on’s Supplier Code of Conduct, which is hereby incorporated into the terms and conditions of these T&Cs. The Supplier Code of Conduct can be found at <https://www.snapon.com/EN/Suppliers/Supplier-Code-of-Conduct>.
2. **CONFIDENTIALITY**. In the course of the supply relationship, Supplier may receive certain confidential, proprietary, or commercially sensitive information from Snap-on, including, without limitation,personal data or personally identifiable information (collectively “**personal information**”), a PO, financial information, documents, prototypes, samples, trade secrets, know-how, services, processes, procedures, personnel, customers, marketing plans, plant and equipment, business operations, strategies, computer software and systems of Snap-on (collectively the “**Confidential Information**”). Supplier may only disclose confidential information to employees, agents and advisors with a need to know such information in order to fulfill the PO. Supplier will not disclose Confidential Information to any other person or entity. Supplier will take all necessary precautions to maintain the secrecy and confidentiality of Confidential Information. Supplier will not, directly or indirectly, use or permit the Confidential Information to be used, other than for the benefit of Snap-on. Supplier will maintain in confidence the contents of any PO, the fact that Supplier has a relationship with Snap-on, is working with Snap-on, is assisting Snap‑on, or has received Confidential Information from Snap-on. Upon the request of Snap-on, Supplier will promptly return or destroy the Confidential Information, in whatever form, without retaining any copies or excerpts of the information. Supplier will certify compliance with this provision upon the request of Snap-on.

# PRICING AND PRODUCT COSTS. Supplier is responsible for all taxes, fees and duties of any type levied or imposed by any governmental body or quasi-governmental body in the Product’s country of origin. Product costs are based on Supplier’s Product Pricing. Prices are firm as of the date a PO is issued by Snap-on. The Product cost effective date is based on the Snap-on PO date, not date of shipment of Products. Unless otherwise agreed to in writing, Product cost changes are to be presented to Snap-on at least 90 days prior to the effective date.

# PAYMENT TERMS AND INVOICING. Invoices will be issued and paid in accordance with the agreed payment terms (as stated on the PO) after the receipt and acceptance of Products. Submit invoices per PO instructions. Supplier shall not invoice Snap-on more than ninety (90) days after Supplier’s shipment of Products under the applicable PO and Supplier hereby unconditionally waives all rights and remedies, including the right to payment, related to any invoice not delivered within such ninety (90) day period.

# DELIVERY. Supplier will diligently produce and deliver the Products in a timely manner. The lead-time, as agreed by the parties for each Product, is in business days from issuance of a PO until it is received at Snap-on receiving dock. Supplier will ship at 100% COT (complete on-time) of the requested ship date detailed on the PO. If Products are delivered after the agreed upon delivery date, Snap-on may, as liquidated damages and not as a penalty, reduce the payment due to Supplier under the applicable PO by an amount of up to 1% of the total PO value for each business day after the agreed delivery date, unless such delay in the delivery of the Products is caused by Snap-on. Time is of the essence with respect to the delivery of the Products. In the event Supplier fails to meet the agreed lead-time, Snap-on shall have the right, at its sole option, to terminate the applicable PO and/or any other outstanding POs, without Snap-on paying any penalty or owing any other liability to Supplier. Any PO not completed by Supplier within three (3) months of the agreed delivery date shall be automatically null and void.

# FREIGHT TERMS. Snap-on’s Freight Policy, which is incorporated into these T&Cs, will at all times apply to the transportation and delivery of Products to Snap-on. The Freight Policy can be found on the Snap-on Supplier Portal webpage (<https://www.snapon.com/en/suppliers>). FOB terms shall be set forth on the PO.

1. **PACKAGING SPECIFICATIONS**.Packages, packaging components, and packaged retail-ready products purchased by Snap-on shall be in full compliance with all applicable laws, regulations, rules, restrictions, or other requirements related to packaging legislation, including, without limitation, the California Rigid Plastic Packaging Container regulation and any toxics in packaging legislation restricting the use of metals (such as mercury, cadmium, lead, or hexavalent chromium) in packaging and packaging components. Supplier is required to furnish a certificate of compliance to Snap-on upon demand.

# PRODUCT QUALITY.

# Supplier Quality Manual. It is Snap-on’s goal to have zero defects in its products. To meet this quality expectation, Snap-on must be able to rely on the quality and reliability of Supplier’s Products. Supplier will at all times comply with the version of the Snap-on Supplier Quality Manual then in effect, which can be found on the Snap-on Supplier Portal webpage (<https://www.snapon.com/en/suppliers>).

# Product Defects. Products that are determined by Snap-on, in its reasonable discretion, to fail to conform to the warranties or requirements set forth in these T&Cs or in the Snap-on Supplier Quality Manual are referred to as “Defective Products.” Deviations, however minor, from the agreed Product specifications are not allowed and will be considered Defective Products. All costs related to inadequate quality or Defective Products are the responsibility of the Supplier.

# Return or Rework of Defective Product.

# Supplier will accept Snap-on’s return of any Defective Products, for full credit or, if Snap-on will not be purchasing additional Products, for a full refund. Shipping fees for the return of any Defective Product shall be at Supplier’s cost. Snap-on reserves the right to accumulate Defective Product to return to Supplier for up to ninety (90) days. Supplier will provide Snap-on a return authorization as soon as practical.

# Supplier shall provide Snap-on with a credit or refund, as applicable, within fifteen (15) days following Supplier’s receipt of the Defective Product.

# Snap-on may elect to return an entire Product shipment based on discovery of any Defective Product within that shipment (or any additional shipments that would be delivered by Supplier from a production run that contained the Defective Product).

# Snap-on may request Supplier determine the cause of the Defective Product and Supplier will communicate any modifications implemented by Supplier in its production process to prevent similar defects. At Snap-on’s request, Supplier shall provide, at Supplier’s cost, a sample submission after such implementation. Snap-on reserves the right to rework or scrap any Defective Product at Supplier’s cost.

# Notwithstanding anything to the contrary herein, Snap-on may, at its option, seek indemnification from Supplier for damages incurred as a result of Supplier’s quality or quantity issues (including paperwork errors), including, without limitation, any lost production time and/or product lost.

# PERFORMANCE METRICS. Supplier must meet or exceed the minimum performance metrics as set forth by Snap-on from time to time (for example: quality, COT, cost, etc.). Supplier will inspect the quantity and quality of all Product shipments. Snap-on (or its agent) has the right to make its own inspection and reject any Products not complying with the applicable PO. Snap-on may dispatch, at its own expense, quality control personnel to work with Supplier personnel for purposes of inspection of any aspect of production by Supplier. Such persons will be granted unrestricted access to that portion of Supplier’s plant facilities, including production and storage facilities, where Products are manufactured or stored. Snap-on’s quality control personnel may take possession and control of a reasonable number of samples, and in cooperation with Supplier’s engineers, have the right to review quality control with respect to the material and workmanship of Products being manufactured by Supplier or any Sub-Supplier.

# SUPPLIER WARRANTY IMPLEMENTATION. Supplier’s Product warranty will benefit Snap-on or pass through to Snap-on’s customers on the date Products are purchased by the ultimate end user. In addition to the Product warranty, Supplier warrants and guarantees that the Products will be: free from manufacturing defects; manufactured in accordance with agreed specifications and samples and applicable Laws; clear of all liens and encumbrances with good and marketable title; and merchantable and fit for the purposes for which the Products are intended.

# TERMINATION. Snap-on shall have the right to terminate the supply relationship at any time upon notice to Supplier. Upon termination, Supplier will promptly deliver all completed Products to Snap-on that were ordered by an accepted PO and immediately return to Snap-on any and all confidential or proprietary materials of Snap-on in Supplier’s (or any Sub-Supplier’s) possession or control. Snap-on has the right, with appropriate documentation, to set-off any payments otherwise due Supplier against any sum validly owing to Snap-on or against any claims by a third party against the Supplier.

# PRODUCT DISCONTINUANCE RIGHTS. Snap-on has the right, for any reason, upon ninety (90) days prior written notice, to discontinue purchases of Products, or any Product, from Supplier by canceling any PO in whole or in part, or by termination of these T&Cs. If Snap-on decides to exercise its right to discontinue purchases of a Product or terminate these T&Cs, Supplier will be required, subject to the other provisions of these T&Cs, to minimize the exposure and mitigate all potential damages that Supplier may or could sustain from such discontinuance or termination. In the case of private label Products, Snap-on, at its option, may repurchase at cost from Supplier all name plates, Operating Instructions and Parts Manuals, cartons, dies, and other private label related materials or may require Supplier to destroy any such materials not repurchased by Snap-on, following which Supplier shall certify to Snap-on in writing that the Supplier has destroyed any and all such materials.

1. **PO CANCELLATION**.Snap-on reserves the right to cancel any PO in whole or in part any time. Supplier will cease production immediately upon notice of cancellation from Snap-on for any undelivered Products. Supplier shall use its best efforts to minimize work in progress (WIP) and component inventory. In the event of cancellation, Snap-on will pay for all delivered Products at the purchase price against such PO. Unless the applicable PO was cancelled as a result of Supplier’s failure to meet the requirements of Section 5, Snap-on may reimburse Supplier for WIP and component inventory, based on actual costs incurred by Supplier, subject to a review by Snap-on for validity of any amounts claimed and Supplier’s obligation of mitigation. In no event, will Snap-on reimburse for WIP or component inventory that is not supported by the amount that would be required to deliver Products pursuant to the cancelled PO or for any WIP or component inventory that is related in any way to a PO cancelled by Snap-on in accordance with Section 5.

# SUPPLIER’S ADDITIONAL OBLIGATIONS. The following are the Supplier’s continuing obligations when either Supplier or Snap-on discontinues or terminates selling some or all Products purchased by Snap-on under these T&Cs (as applicable): (i) Supplier must notify Snap-on immediately regarding any potential or actual stop sales, Product recall or corrective action on any Product sold to Snap-on for a period of five (5) years from date of last shipment; and (ii) Supplier will immediately notify Snap-on of any regulatory issues, rulings and changes affecting discontinued Products for seven (7) years after Supplier’s last shipment to Snap-on.

At any time and upon written notice from Snap-on, Supplier shall accept any Products returned by Snap-on as overstocked or obsolete and give Snap-on a full credit for such returned Products, without deduction or application of any restocking, return or other Supplier fees, provided that such Products are in saleable condition and not stamped with Snap-on’s name or trademark.

# TOOLING. Tooling paid for by Snap-on is solely owned by Snap-on and will be clearly marked as Snap-on property. All tooling drawings and spare die parts are also the property of Snap-on. All tooling, tooling drawings and spare die parts: (i) supplied by Snap-on, (ii) developed by Supplier or a Sub-Supplier for Snap-on or in order to provide Products to Snap-on hereunder (except to the extent such tooling is only replacing existing tooling used by Supplier or Sub-Supplier to produce products prior to the date of the applicable PO), or (iii) paid for by Snap-on either directly or indirectly (collectively “Snap-on Tooling Items”), shall only be used for the manufacture of the Products.

**Supplier shall be solely responsible for any and all maintenance (whether routine or unplanned), repair and/or replacement, servicing, adjustments or other work required to keep the Snap-on Tooling Items in good working order and condition for the duration of such item’s useful life. Snap-on’s sole obligation with respect to the Snap-on Tooling Items shall be to replace such items after the item has met or exceeded its useful life.**

# Supplier and its Sub-Supplier(s) may not make profit off any Snap-on Tooling Items through either the sale of Snap-on Tooling Items or use of the Snap-on Tooling Items to manufacture parts for other customers. Upon notice, all of the Snap-on Tooling Items, including those items in the control of Supplier/Sub-Supplier(s), will be made available for inspection or shipment to another location at Snap-on’s direction within 5 business days.

# In the event Supplier/Sub-Supplier(s) use Snap-on Tooling Items to supply Product, Supplier will insure the Snap-on Tooling Items and will at all times maintain property insurance against loss, theft and damages in an amount equal to or greater than the full replacement value of the Snap-on Tooling Items and ensure the Snap-on Tooling Items are properly controlled in accordance with this section. These T&Cs provide Snap-on the right to enter Supplier/Sub-Supplier’s premises and audit the use of Snap-on Tooling and provides Snap-on a right to remove Snap-on Tooling or require their return immediately upon fulfillment of applicable orders, termination of these T&Cs, termination of the supplier/subcontract, or a determination by Snap-on that the supplier/Sub-Supplier is using Snap-on Tooling Items in a manner contrary to this section. Upon termination or discontinuance of tooling obligations, Supplier and Snap-on shall complete a Tooling Discontinuance and Destruction Agreement.

# EQUIPMENT INFORMATION, SPARE PARTS AND DRAWINGS – EQUIPMENT PURCHASES ONLY.

This section only applies in the event Snap-on procures equipment from the Supplier (the “**Equipment**”) pursuant to a PO. Supplier shall provide to Snap-on complete and accurate information and data for the Equipment procured the Supplier (“**Equipment Information**”). Equipment Information shall include, but not be limited to, operation manuals, maintenance manuals, certification requirements, applications and safety information.

1. Sixty (60) days prior to the shipment of any Equipment, 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.
2. 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.
3. 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.
4. 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.

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.

# 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: (i) Purchase Order(s); (ii) Order Acknowledgements; (iii) Advance Ship Notices (ASN); and (iv) Invoices. The parties acknowledge that such transactions are legally valid, binding and enforceable as a result of the use of available electronic technologies, which is for the mutual benefit of the parties.

# INTELLECTUAL PROPERTY RIGHTS. Any creation or development of any products, technology, software, advertising or marketing concepts or ideas, or other original works of authorship or invention relating to Snap-on’s products, processes or business, whether created before or after the date of the initial PO, (collectively the “Works”) will be owned exclusively by Snap-on; provided, however, Supplier is not transferring ownership of formulas, processes, algorithms, ideas, inventions, know-how, techniques or patents, copyrights, trademarks, trade secrets or other proprietary rights (not relating to Snap-on’s products, processes or business) owned by Supplier prior to the date of the initial PO (collectively “Supplier’s Preexisting Knowledge”). Without limiting the foregoing, the parties acknowledge that new Products sourced by Supplier could be based on product designs or specifications of either party or a sub-supplier. The Product design and specifications, and all intellectual property related to these new Products, shall be owned by Snap-on unless the new Product results from Supplier or Sub-Supplier’s sole effort or intellectual property. Additionally, any modifications made to existing Products shall be owned by Snap-on. Supplier shall not file and shall ensure that its Sub-Suppliers will not apply for any patents, trademark, copyrights, or other similar filing or registration applicable to the Products, Works or otherwise resulting from Confidential Information provided by Snap-on. Any such patents, trademark, copyrights, or other similar registrations and applicable rights will be assigned to Snap-on globally and inure to its benefit. Supplier grants to Snap-on a global perpetual, unrestricted, royalty-free, worldwide non‑exclusive, paid-up license to the Supplier’s Preexisting Knowledge to the extent Supplier’s Preexisting Knowledge is included in or related to, in whole or in part, the Works. Any Snap-on part or product that is, relates to or incorporates the Works may be used by Supplier for the sole purpose of preforming under these T&Cs.

1. **SUPPLIER MARKS; EXPORT RIGHTS**.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. Supplier grants Snap-on non-exclusive worldwide right to advertise, sell, and export all of Supplier’s Products. The foregoing rights may be exercised by Snap-on, its business units, subsidiaries and affiliates, and commences on the Effective Date.
2. **SNAP-ON MARKS**. Supplier will not use any trademarks, logos, service marks, trade names, copyrighted material, and domain names owned by Snap-on, its parent company or its affiliates (collectively, “**Snap-on Marks**”) without Snap-on’s prior written approval or direction, which may be withheld or withdrawn at any time in the sole and absolute discretion of Snap-on.
3. **INDEMNIFICATION**.
   1. **General Indemnification Obligation**. Supplier will indemnify, defend and hold harmless Snap-on (“Snap-on” in this section refers to Snap-on Incorporated and its subsidiaries) and the Distribution Associates (as defined herein) from any and all Claims (as defined herein) (i) resulting from injury or death to any person or damage to any property arising directly or indirectly from or in connection with any of the Products; (ii) asserted in any governmental proceeding or action with respect to the Supplier’s Products, including any proceedings applicable to any government contracts; (iii) on account of any actual or alleged infringement or other violation of patent, trademark, trade names, trade secrets, copyright or other proprietary rights arising out of the manufacture, use or sale of Supplier’s Products; (iv) resulting from Supplier’s breach of these T&Cs or any inaccuracy of any representation or warranty made by Supplier in these T&Cs; or (v) arising directly or indirectly from any act of the Supplier’s Sub-Suppliers.

This indemnity and defense obligation applies to all Claims and damages, regardless of nature and designation, whether based on breach of contract, breach of warranty, strict liability, product liability, negligence, the Supplier or Supplier’s Sub-Supplier’s misappropriation or misuse of any intellectual property rights of Snap-on or any violation by Supplier or Supplier’s Sub-Supplier’s obligations under these T&Cs, including but not limited to the Tooling, Intellectual Property Rights, Indemnification, or Insurance sections of these T&Cs, 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 or a Distribution Associate while assisting in or presenting any defense or investigating or remediating any conditions. This defense and indemnity includes Claims that Snap-on or the Distribution Associate was negligent or at fault for any reason, including Snap-on’s or the Distribution Associate’s own conduct. It also includes but is not limited to any Claim that Snap-on or the Distribution Associate was at fault for not inspecting or testing the Products or not analyzing the design of the Products or for negligently inspecting, testing or analyzing the design of the Products or for selling the Products based upon knowledge it had or should have had, or for accepting these T&Cs.

This indemnity and defense obligation is in addition to the warranty and remedy obligations of Supplier. This section shall survive the expiration or other termination of these T&Cs. “**Claim**” or “**Claims**” includes any claims, demands, lawsuits, causes of actions, regulatory or administrative proceedings, arbitrations, judgments, damages, costs (including reasonable attorneys’ fees), expenses, fines, penalties, liabilities, notice of property damage or personal injury, and any other losses of any kind or nature. Snap-on or the Distribution Associate may, at its sole discretion and at Snap-on’s or the Distribution Associate’s own expense (as applicable), be represented by and actively participate through its own counsel in any such proceedings. “**Distribution Associates**” means Snap-on, agents, divisions, subsidiaries and affiliates, employees, insurers, successors and assigns, dealers and franchisees of Snap-on.

1. **Infringement Indemnification Obligation**. For Claims based on claimed infringement or other violation of patent, trademark, trade names, copyright or other proprietary rights, in addition to its obligation in the foregoing subsection of this section, Supplier will, at its expense, promptly obtain an opinion from competent legal counsel that the Supplier’s Products can continue to be sold and used, or at Snap-on’s option, either (i) procure for Snap-on and the applicable Distribution Associate(s) the right to continue to sell and use the Products; (ii) replace the Products with non-infringing products that are functionally equivalent in all material respects; or (iii) refund the purchase price for the Products.
2. **Failure to Indemnify**. If Supplier refuses or fails to indemnify and/or defend Snap-on or any Distribution Associate as required under these T&Cs, Snap-on may defend itself or the Distribution Associate 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.
3. **INSURANCE**.At all times during the supply relationship, Supplier will maintain with a reputable insurance company the following insurance in the respective coverage amounts: (i) General Liability, including Products/Completed Operations including bodily injury/accidental death, and property damage including contractual liability ($1,000,000 Per Occurrence/$2,000,000 Aggregate; $2,000,000 Products-Completed Operations Aggregate; $1,000,000 Personal and Advertising Injury); (ii) Auto Liability *(*$1,000,000 Combined Single Limit); (iii) Worker’s Compensation & Employer’s Liability (Statutory; $500,000 Each Accident/$500,000 Disease Each Employee/$500,000 Disease Policy Limit; and (iv) Umbrella ($5,000,000 Each Occurrence/Aggregate). Upon request, Supplier shall provide Snap-on with such evidence of insurance as Snap-on may reasonably require. Supplier’s liability is not limited by the limits of such insurance policies. All policies of insurance procured or maintained hereunder (a) will provide that coverage there under will not be terminated, cancelled or non-renewed without at least thirty (30) days’ written notice to Snap-on, and (b) will be primary and non-contributory to any insurance carried by Snap-on or any Distribution Associate, and (c) will remain in effect for three (3) years after termination of the supply relationship.
4. **PRODUCT AND REGULATORY COMPLIANCE**. Supplier shall comply with the Product and Regulatory Compliance terms and conditions set forth in **Exhibit A** as they are applicable to Supplier’s performance under these T&Cs. **Exhibit A** may be amended and provided to Supplier as changes in applicable laws require. Supplier shall comply with any required changes.
5. **SUPPLIER AUDIT AND FACILITY ACCESS***.* Supplier will allow Snap-on access to Supplier’s facilities upon reasonable notice. Upon Snap-on’s reasonable request, Supplier will provide Snap-on with certain financial statements and documentation.
6. **PRODUCT INFORMATION**.Supplier will provide to Snap-on complete and accurate information and data for the Products (“**Product Information**”). Product Information will include, but not be limited to, Product information, competitor cross-reference data, Product information updates, maintenance and certification requirements, manuals, applications and safety information. If requested, supplier will annually review and certify the accuracy of all Product Information and data provided to Snap-on. Supplier grants to Snap-on a non-exclusive, perpetual, irrevocable, worldwide, royalty-free right to use the Product 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, publish, sell, transfer, distribute, sublicense, and prepare derivative works (including translations) of such Product 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.
7. **SNAP-ON FACILITIES**. Supplier may visit a Snap-on facility in the course of meeting its obligations under these T&Cs. Supplier hereby assumes responsibility and liability for any and all acts or omissions of its agents, representatives and employees 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 and all liability and waives all claims against Snap-on, whether for property damage, personal injury or death or otherwise, arising out of or in any way related to any visit to a Snap-on facility except to the extent caused by Snap-on’s gross negligence or willful misconduct.
8. **DISPUTE RESOLUTION**. In the event of a dispute in the interpretation, construction or performance of these T&Cs or any breach thereof, Snap-on and Supplier agree to mediate the dispute before filling a lawsuit, or a demand for arbitration, if applicable. The mediation will be held in Milwaukee, Wisconsin and conducted by one mediator. Each party will bear all of its own costs of mediation except that the fees of the mediator will be divided equally between parties. Snap-on and Supplier each has the right without waiting for mediation, to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders or preliminary injunctions before, during or after mediation.
9. **ARBITRATION FOR NON-USA COMPANIES**. If Supplier is a permanent resident of a country other than the U.S.A. (or one of its territories), or is a corporation, partnership or entity existing under the laws of any country other than the U.S.A. (or one of its territories), Snap-on and Supplier will attempt to amicably resolve any controversy, dispute or difference arising out of any dealings under these T&Cs. If those efforts are unsuccessful, then the parties agree any controversy, dispute or difference will be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the “**ICC Rules**”) by one or more arbitrators appointed in accordance with such ICC Rules. The place for arbitration will be Milwaukee, Wisconsin, U.S.A. and proceedings will be conducted in the English language. The award will be final and binding on both Snap-on and Company, and the parties hereby waive the right of appeal to any court for amendment or modification of the arbitrator’s award. Any claim will be made by filing a demand for arbitration within two (2) years following the aggrieved party’s first knowledge of the occurrence first giving rise to the claim. Each party will bear all of its own costs of arbitration, except that the fees of the arbitrator will be divided equally between the parties. The arbitrator has no authority to amend or modify the terms of these T&Cs or to award punitive or exemplary damages, and the award may be enforced by judgment.
10. **LIMITATION OF LIABILITY**. TO THE FULLEST EXTENT PERMITTED BY LAW,Snap-on WILL not be liable for any SPECIAL, indirect, INCIDENTAL, consequential, exemplary, or punitive damages, including lost profits, LOSS OF REVENUES, LOSS OF GOOD WILL, arising out of these T&Cs, whether in tort, contract, strict liability, or under any other legal theory at law or in equity, EVEN IF SNAP-ON WAS AWARE OF THE CIRCUMSTANCES IN WHICH SUCH DAMAGES COULD ARISE.
11. **WAIVER OF JURY**. SUPPLIER HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE T&CS OR THE TRANSACTIONS CONTEMPLATED HEREBY.
12. **MISCELLANEOUS PROVISIONS**.
    1. **Governing Law**. These T&Cs are to be construed and interpreted in accordance with, and the rights and obligations of Snap-on and Supplier are governed by the provisions of the Uniform Commercial Code and the laws of the State of Wisconsin, U.S.A. and not the United Nations Convention on Contracts for the International Sale of Goods. In the event arbitration is not applicable or found by an arbitrator to be unenforceable, Supplier submits 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. Supplier expressly consent to the jurisdiction and the venue of such courts. Supplier waives its right to any claim of inconvenient forum.
    2. **Assignment**. Supplier shall not assign, subcontract or delegate any rights or obligations contained in these T&Cs without Snap-on’s prior written consent, which consent will not be unreasonably withheld. In the event of Supplier’s change of name, ownership or management, or sale, merger or acquisition or other disposition in whole or in part, including the sale of stock or substantially all of its assets or filing by, or against, Supplier of any bankruptcy proceeding, Supplier will promptly notify Snap-on in writing of such changes, actions and proceedings.
    3. **Notices**. Any formal notice provided in connection with these T&Cs will be given in writing by certified mail, prepaid, return receipt requested, directed to the receiving party at the address on the respective PO. Either party may change its address or representative by giving written notice to the other party.

* 1. **Modification**. No modification of these T&Cs is binding upon either party unless it is in writing, and is signed by an authorized representative of each party.
  2. **Relationship of Parties**. The Supplier and Snap-on are independent contractors, and are not partners, joint ventures, employees or agents. Neither party has the authority to act, make representations, or make commitments on behalf of the other party.
  3. **Force Majeure**. Neither Snap-on nor Supplier will 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, severe weather conditions, catastrophic events or any other similar circumstances or cause beyond the control of such party (or those third parties under such party’s control) in the conduct of its business. After written notice to Snap-on, Supplier will also be excused from performance of its obligations hereunder (except for its payment obligations) if Supplier is unable to procure Product or obtain permits and licenses, supplies or raw materials.
  4. **Integration**. These T&Cs, together with the Appendices and the Reference Documents listed below, which are incorporated herein by reference, contains the entire understanding between Snap-on and the Supplier, and supersede and terminate all previous agreements and understandings, verbal or otherwise, at any time existing between Snap-on, any of its subsidiaries, divisions or affiliates, and the Supplier concerning the subject matter hereof. All other terms and conditions, supplemental terms or conflicting terms, whether contained on Supplier’s quote, purchase order or elsewhere, will have no effect whatsoever and only these terms and conditions will apply. Supplier may provide Snap-on with a written request for copies of the current version of the Reference Documents at any time.

* 1. **Severability; Headings**. If any provision of these T&Cs is determined to be illegal, invalid or unenforceable by any court of law or any competent governmental or other authority, the remaining provisions will be severable and enforceable in accordance with their terms so long as these T&Cs without such terms or provisions does not fail of its essential purpose or purposes. The parties will negotiate in good faith to replace any such illegal, invalid, or unenforceable provision or provisions with suitable substitute provisions which will maintain the economic purposes and intentions of these T&Cs. The headings in these T&Cs are for reference only and do not affect the interpretation of these T&Cs.

* 1. **Survival**. The warranties, guarantees, indemnities, confidentiality obligations and representations contained in these T&Cs and other terms and conditions of these T&Cs which by their nature are intended to survive the cancellation, expiration or termination of these T&Cs will survive the cancellation, expiration, or termination of these T&Cs.
  2. **Waiver**. Snap-on’s failure to enforce any term of these T&Cs will not be interpreted to mean that Snap-on waived its right to enforce any term of these T&Cs in the future and also will not be interpreted to be a waiver of the provision itself.
  3. **Precedence**. These T&Cs will control over any conflicting term in any other document or agreement entered into between the parties, regardless of whether such document or agreement is incorporated herein by reference, including without limitation, the Appendices and the Reference Documents listed below. Snap-on expressly objects to and rejects any additional or different terms or conditions proposed by Supplier. No Supplier terms or conditions shall be effective or binding on Snap-on or in any way modify these T&Cs, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of any term of these T&Cs.

1. **REFERENCE DOCUMENTS**. SUPPLIER SPECIFICALLY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD ALL DOCUMENTS DESCRIBED BELOW AS “REFERENCE DOCUMENTS” AND AGREES TO BE BOUND BY ALL TERMS, CONDITIONS, RESTRICTIONS, AND PRINCIPLES SET FORTH THEREIN AND TO KEEP ITSELF INFORMED OF ANY UPDATES TO ANY AND ALL SUCH REFERENCE DOCUMENTS THAT ARE ANNOUNCED ON THE SNAP-ON SUPPLIER PORTAL WEBPAGE ([HTTPS://WWW.SNAPON.COM/EN/SUPPLIERS](https://www.snapon.com/EN/Suppliers)).

**Exhibit:**

- Product and Regulatory Compliance Requirements, **Exhibit A**

**Reference Documents:** (Available at [https://www.snapon.com/en/suppliers](https://www.snapon.com/EN/Suppliers) or otherwise provided to Supplier)

-Supplier Code of Conduct

-Accounts Payable FAQs

-General Shipping Instructions

-Packaging and Labeling Guidelines

-Quality Manual

**EXHIBIT A**

PRODUCT AND REGULATORY COMPLIANCE REQUIREMENTS

**COMPLIANCE**

# Anti-Corruption and Anti-Human Trafficking Compliance.

# Supplier will comply at all times with applicable laws, rules, regulations, orders, judicial decision, decrees, 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 hereby represents and warrants to Snap-on that no officer or other major decision maker of Supplier, now or at any time during the term of the supply relationship, 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 that the Supplier is in breach of this Anti-Corruption Compliance provision. Snap-on has the right, which may be exercised by Snap-on upon notice to Supplier, to audit the Supplier’s records in order to satisfy itself that no breach of this provision has occurred.

* + 1. Supplier will comply at all times with applicable laws, rules, regulations, orders, judicial decision, decrees, conventions and international financial institution rules regarding the use of slavery, forced, involuntary or coerced labor, child labor, human trafficking or sex trafficking (the “Anti-Trafficking Laws”). The Anti-Trafficking Laws include, without limitation, 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), and the EU Anti-trafficking Directive 2011/36/EU (the **Anti-Trafficking and Modern Slavery Laws**). Supplier hereby represents and warrants to Snap-on that Supplier does not engage in the recruitment, transportation, transfer, harboring or receipt of persons, by means of threat or use of force, coercion, abduction, or fraud for the purpose of exploitation or forced labor. Supplier further acknowledges that Snap-on may withhold payment if Snap-on has reason to believe that the Supplier is in breach of this Anti-Trafficking Compliance provision. Snap-on has the right, which may be exercised by Snap-on upon notice to Supplier, to audit the Supplier’s records in order to satisfy itself that no breach of this provision has occurred.

# Product Regulatory Compliance.

# Product regulatory compliance for the “Snap-on Incorporated” branded products (including, without limitation, SNAP-ON, BLUE-POINT, WILLIAMS, BAHCO, SIOUX, CDI, Challenger Lifts, AutoCrib, Pro-Cut, Norbar, and Car-O-Liner) includes safety approvals and certifications, radio transmission certification, EMC compliance as well as environmental requirements including energy efficiency. From time to time, governmental authorities issue product-based directives that regulate product content in a manner which restricts ingredients or imparts a ban on the sale of non-compliant products or packaging in designated geographic regions. Examples include, without limitation, RoHS, WEEE, decaBDE, REACH and DMF regulations in the European Union, and Proposition 65 in California. In addition, Snap-on is subject to regulations regarding CONFLICT MINERALS as set forth in Section 13(p) of the Securities Exchange Act of 1934, and any rules and regulations promulgated from time to time with respect thereto (the “Conflict Minerals Rules”). Under no circumstances will banned substances be present in any Snap-on branded products, or used in the processes used to manufacture Snap-on branded products. Restricted substances that are not banned, should, if possible, be avoided and replaced with acceptable alternatives.

To ensure there is no interruption in Snap-on’s supply chain, Snap-on requires its suppliers to comply with the product requirements applicable to the goods supplied based on the locations of Snap-on’s customers or ultimate end recipients. The Supplier will comply with all applicable product requirements, and will immediately notify Snap-on in a mailed writing or by e-mail, with a confirmed response of receipt, of any change in compliance (resulting from changes to the Product(s) or to the applicable requirements) that could impact Product supply or distribution. Supplier will also complete and sign specific Snap-on compliance surveys upon request, and agree to undergo periodic audits conducted by Snap-on, or by a third party designated by Snap-on, to verify compliance with applicable product requirements and to enable Snap-on to comply with its obligations under the Conflict Minerals Rules or other similar regulations. As requirements change, Supplier is also responsible for timely response to future compliance requests that may become enacted after the date of the initial PO.

* 1. **Customs and Origin Criteria Requirements**.
     1. In those instances where Snap-on and/or their agent/sub-contractor is the “destination/in-country” Importer of Record, Snap-on will be responsible for all applicable customs duties, taxes and fees, unless otherwise agreed. Supplier’s invoice to Snap-on shall be accurate and will 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 – Snap-on part number, correct currency designation, brief accurate written product descriptions, Snap-on purchase price and/or fair market value for samples and prototypes, correct and current harmonized tariff codes (minimum 6-digits), correct country of origin designation, applicable 2010 INCOTerm, when applicable, the itemized inland and/or international freight charges, applicable import duties & fees, cargo insurance costs, and any special non-standard packaging costs.
     2. Supplier agrees to promptly submit to Snap-on any documents required by any applicable governmental or regulatory body’s law, rule or regulation to allow legal efficient entry of any good into any country, including any safety data sheet (SDS), and any documents or information required by the importing country, such as - US - FCC, FDA, EPA, DOT or any other US, MX or CA government agency documents.
     3. In the event of the commencement of any U.S. Government Agency, non-US government agency, C-TPAT, NAFTA, Generalized System of Preferences (GSP) or other Free Trade Agreement (FTA) investigation or audit, including but not limited to - valuation, HTS classification, antidumping/countervailing duty, C-TPAT, or other compliance related reviews, Supplier agrees to fully cooperate with both or either the U.S. or foreign Government and Snap-on, including site inspections, promptly providing any required information on the origin, manufacture, sale or supply chain security of the Supplier’s products (prices, quantities, terms of sale, etc.) in its home and export markets, as required or requested by the applicable government body conducting the investigation or audit.
     4. As instructed and required by US law or regulation (Ref. 19 CFR 134), Supplier will clearly and correctly mark all products and packaging with the country of manufacture (origin).
     5. If the Products are eligible for any USG reduced or preferential duty program, including NAFTA, GSP or any FTA, Supplier agrees to follow all program requirements as outlined within the program rules of origin. Suppliers will provide Snap-on, with respect to all goods and transactions that are eligible for GSP, all FTA’s, including NAFTA, or any other Special Programs, all required program documentation and/or information, either through submission of any applicable documentation or within all STV fields uploaded into Snap-on’s STV website, or with permission from Snap-on Compliance, a valid, complete and properly formatted certificate of origin for each product with the Snap-on part number upon each of the following dates or events: (i) upon initial purchase by Snap-on; (ii) annually thereafter by January 10 of each year during the supply relationship; (iii) upon revision of any previously uploaded data within the STV site and/or, with Snap-on compliance permission, revisions to a prior origin certificate; and (iv) when requested by Snap-on, a revised data upload into the STV site and/or a written updated certificate is requested by Snap-on. For purposes of this section, combined multi-part written certificates acceptable.
     6. Mandatory Origin Certification - Supplier’s complete annual origin certification process must be fully completed, signed, dated and uploaded into Snap-on’s STV website or with Snap-on compliance permission, a hardcopy document sent to Snap-on, to be received by Snap-on compliance by January 10 of each year. For new or revised Products, Supplier shall fully update product origin to Snap-on, as noted above, within 10-business days of any origin changes or purchase by Snap-on of any new Product. In addition to the annual product origin solicitation, on a monthly follow-up basis, Snap-on corporate compliance will provide a listing of open parts/products (existing or new) requiring origin verification to each affected Supplier. Supplier must provide Snap-on, through the STV site, origin verification for all parts on the open list supplied to any Snap-on US, MX or CA entity within (3) weeks of the email notification, otherwise Supplier’s invoice payment may be withheld by the affected Snap-on US, MX or CA entity, at Snap-on’s discretion. This clause applies equally to the annual product origin solicitation, as well as throughout the year as new Products are added or existing product origin changes are made. Current US FTA, USMCA (NAFTA), GSP or other Special Program eligible nations can be found on the US Customs website @ www.cbp.gov or export.com.
     7. Wood Packaging Materials – If Supplier is shipping goods into any global Snap-on facility and/or Snap-on sub-contractor/agent facility, Supplier are required to ensure all wood used to package and/or ship said goods are in full compliance with all destination photo sanitary wood packaging regulatory requirements. If any Snap-on global facility and/or a Snap-on sub-contractor/agent are assessed any fine or penalty and/or seizure of goods due to any non-compliant wood packaging or shipping materials, all such regulatory costs plus all other related costs arising out of such non-compliance, including but not limited to - storage fees, additional transport costs, warehouse fees, labor, as well as all legal fees, shall become the sole responsibility of the shipper/supplier and Snap-on and/or Snap-on sub-contractor/agent will be held harmless and indemnified by said shipper/supplier for such costs.
     8. Intellectual Property (IP) - All suppliers shipping goods into any global Snap-on facility and/or Snap-on sub-contractor/agent facility are required to ensure any goods they supply are in full compliance with all destination IP regulations. If any Snap-on global facility and/or a Snap-on sub-contractor/agent are assessed any fine or penalty and/or seizure of goods due to any non-compliant intellectual property rights issue related to Snap-on’s imported goods, all such regulatory costs plus all other related costs, including not limited to - storage fees, additional transport costs, warehouse fees, labor, as well as all legal fees, shall become the sole responsibility of the shipper/supplier and Snap-on and/or Snap-on sub-contractor/agent will held harmless and indemnified by said shipper/supplier for such costs.
  2. **Hazardous Product Labeling**. Supplier will 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 distribution of Products 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.

1. **COUNTERFEIT GOODS**.
2. Supplier will not furnish Counterfeit Goods to Snap-on. “Counterfeit Goods” are defined as goods or separately-identifiable items or components of goods that: (i) are an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer (collectively, “OEM”) item; (ii) are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design; (iv) have been re- worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but not disclosed as such or are represented as OEM authentic or new; or (v) have not passed successfully all OEM required testing, verification, screening, and quality control processes. Notwithstanding the foregoing, goods or items that contain modifications, repairs, re-work, or re-marking as a result of Supplier’s or its subcontractor’s design authority, material review procedures, quality control processes or parts management plans, and that have not been misrepresented or mismarked without legal right to do so, will not be deemed Counterfeit Goods. Counterfeit Goods will be deemed nonconforming to these T&Cs.
3. Supplier will implement an appropriate strategy to ensure that goods furnished to Snap-on under these T&Cs are not Counterfeit Goods. Supplier’s strategy will include, but is not limited to, the direct procurement of items from OEMs or authorized suppliers, conducting approved testing or inspection to ensure the authenticity of items, and, when items are to be procured from non-authorized suppliers, obtaining from such non-authorized suppliers appropriate certificates of conformance that provide one or more of the following: (i) the OEM’s original certificate of conformance for the item; (ii) sufficient records providing unbroken supply chain traceability to the OEM; or (iii) test and inspection records demonstrating the item’s authenticity.
4. If Supplier becomes aware or suspects that it has furnished Counterfeit Goods to Snap-on under these T&Cs, Supplier will promptly, but in no case later than ten (10) days from discovery, notify Snap-on and replace, at Supplier’s expense, such Counterfeit Goods with OEM or Snap-on-approved goods that conform to the requirements of these T&Cs. For confirmed Counterfeit Goods, Government-Industry Data Exchange Program notification will also be made no later than sixty (60) days after discovery. Supplier will be liable for all costs related to the replacement of Counterfeit Goods and any testing or validation necessitated by the installation of authentic goods after Counterfeit Goods have been replaced. Supplier bears responsibility for procuring authentic goods or items from its subcontractors and will ensure that all such subcontractors comply with the requirements of this Section.
5. **DATA PROTECTION.**
6. Snap-on may collect and process certain personally identifiable information belonging to Supplier and its employees, including without limitation, financial related information, date of birth, individual name, contact information, etc. (“Personal Data”), if such Personal Data is needed for the purposes stated below. The Personal Data may be stored on servers located in the European Union and in the United States or another server outside of the EEA. Supplier agrees to only provide Personal Data for which it has the right to provide to Snap-on and, if required by law, has the necessary consent to provide such Personal Data to Snap-on. Snap-on will only collect and use such Personal Data for the following purposes: (i) to perform and transact business under these T&Cs; and (ii) manage compliance programs in accordance with applicable laws, including without limitation compliance with Anti-Corruption Laws and product regulatory compliance laws, rules, orders and regulations. As between Snap-on and Supplier, all Personal Data supplied by Supplier will be the property of Supplier and will only be retained by Snap-on until Snap-on no longer needs it in order for the purposes outlined within this section.
7. Snap-on may provide Supplier with certain Personal Data belonging to Snap-on, its employees and its customers, if such Personal Data is needed for the purposes of performing under these T&Cs. Snap-on agrees to only provide Personal Data for which it has the right to provide to Supplier and, if required by law, has the necessary consent to provide such Personal Data to Supplier. Supplier will only collect, use, retain, or disclose personal information for the purposes of supplying Product to Snap-on in accordance with any instructions provided by Snap-on (“Contracted Business Purpose”).
8. The Parties will comply with and remain in compliance with: (i) all applicable Privacy and Data Security Laws, which means all privacy, security, data protection and communications laws, rules and regulations of any applicable jurisdiction, including, without limitation, the United States and Europe and each jurisdiction where a data subject resides, that apply to the Personal Data, and all then-current industry standards, guidelines and practices with respect to privacy, security, data protection, including the collection, processing, storage, protection and disclosure of Personal Data; (ii) the applicable data security and privacy policies of Supplier, and (iii) the applicable data security and privacy policies of Snap-on that are provided by Snap-on to Supplier from time to time.
9. Supplier will not collect, use, retain, disclose, sell, or otherwise make personal information available for Supplier’s own commercial purposes or in a way that does not comply with the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General (“CCPA”). Supplier certifies that it understands these T&Cs and the CCPA’s restrictions and prohibitions on selling personal information and retaining, using, or disclosing personal information outside of the parties’ direct business relationship, and it will comply with them.