

- Warranty

Terms of and Conditions of Sale

1. Offer and Governing Provisions. Snap-on Tools Company LLC ("Snap-on") is pleased to offer for sale the tools and equipment manufactured or marketed by Snap-on ("Product") and the Snap-on branded clothing and accessories ("Gear"), subject to the following terms and conditions. Customer agrees and represents that he is buying the Product and Gear for his own use and not for resale. Customer's placement of an order for a Product and/or Gear constitutes Customer's unconditional acceptance of the following terms and conditions. These terms and conditions are subject to change without prior written notice at any time and in Snap-on's sole discretion.

2. Personal Use Warranties for Products. Customers buying Product for personal use can obtain the Product warranty information by mailing a written request that includes a description of the Product to:

Snap-on Tools Company LLC
Consumer Warranty Information Center
2801 – 80th Street
Kenosha, Wisconsin 53143

Snap-on strongly encourages you to send returns with a tracking number or delivery confirmation number. Snap-on recommends that you (1) use a carrier that offers shipment tracking for all returns and (2) either insure your package for safe return to Snap-on or declare the full value of the shipment so that you are completely protected if the shipment is lost or damaged in transit. Snap-on is not responsible for lost or damaged returns.

If you choose not to (1) use a carrier that offers tracking or (2) insure or declare the full value of the product, you will be responsible for any loss or damage to the product during shipping. Replacement or refund will not be issued unless a valid proof of delivery can be provided.

3. Warranty – Professional Use for Products. Snap-on warrants to Customers who purchase Product from authorized Snap-on distribution channels for use in their profession that Snap-on® brand Products and Blue-Point® brand Products will be free from defects in workmanship and materials for a duration described in each Product's warranty code. The warranty duration depends upon the nature of the Product. If the Product information for purchased Product does not include a warranty statement with the applicable duration or prior to a Product purchase, Customer can obtain the Product warranty code and warranty duration from a selling Snap-on dealer or representative or by writing Snap-on at the address provided at the end of this warranty statement. Consumable Products are warranted, at the time of sale, only against defects in workmanship or materials that prevent their use. Consumable products are goods reasonably expected to be used up or damaged during use, including but not limited to drill bits, saw blades,

grinding discs, sanding discs, knife blades, files, O2 sensors and batteries. This warranty only extends to the original Customer and cannot be transferred or assigned.

During the applicable duration of the warranty, at its option, Snap-on will repair or replace its Products which fail to give satisfactory service due to defective workmanship or materials, or provide a refund by repaying or crediting Customer with an amount equal to the purchase price of such Products. Repair, replacement or refund shall be at the election and expense of Snap-on, and is Customer's exclusive remedy in place of all other rights and remedies. To obtain warranty service, return products to the Snap-on Industrial Customer Service Center or to a Snap-on Industrial Representative By repairing or replacing a Product, or providing a refund, Snap-on does not waive a claim that a Product nevertheless has been subject to abnormal use.

In addition to any limitations outlined in warranty statements provided with the Product, Snap-on does NOT provide any warranty for (1) products labeled other than Snap-on or Blue-Point or (2) products subjected to "abnormal use". Products that are not labeled Snap-on or Blue-Point are subject to the warranty provided by the manufacturers of those products and Snap-on will pass along any such warranties. "Abnormal use" includes misuse, accident, modification, unreasonable use, abuse, neglect, lack of maintenance, use in product-related service, or use after the product is significantly worn. Abnormal use of tool storage units also includes, without limitation, situations when a unit is pulled using a mechanical vehicle, rolled over large drops, used in a highly corrosive environment, used as a step stool, modified with non-Snap-on parts, overloaded or modified in any way.

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THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Descriptions of Product contained in this website are for the sole purpose of identifying Product and shall not be construed as an express warranty.

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Professional Use Warranty Information Center
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Kenosha, Wisconsin 53143

4. LIMITATION OF LIABILITY. SNAP-ON AND ITS AFFILIATED COMPANIES AND THIRD PARTY SUPPLIERS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSSES, COSTS OR DAMAGES INCURRED BY BUYER OR OTHERS, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE PRODUCTS AND/OR GEAR, OR FROM ANY OTHER CAUSE WITH RESPECT TO THE PRODUCTS AND/OR GEAR OR THE FOREGOING WARRANTY, WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY IN TORT, NEGLIGENCE OR ANY OTHER LEGAL THEORY (INCLUDING WITHOUT LIMITATION, LOST PROFITS, REVENUES, ANTICIPATED SALES, BUSINESS OPPORTUNITIES, GOODWILL, OR INTERRUPTION OF BUSINESS OR OTHER INJURY OR DAMAGE).

5. Notice of Product and Gear Design. Snap-on reserves the right to make changes in design or construction at any time without incurring any obligation to incorporate such changes in Product and/or Gear previously sold. Snap-on also reserves the right to discontinue the manufacture or offering for sale of any Product and/or Gear at such time to be determined by Snap-on in its sole discretion.

6. Tool Dimensions. Dimensions shown on this website have been rounded up to the nearest fractional size or nearest tenth millimeter and are not exact product specifications.

7. Shipping; Title; Risk of Loss. Title to Product and/or Gear will pass from Snap-on or Snap-on's suppliers to Customer on shipment from Snap-on's facilities or other designated third party supplier's facility. Loss or damage that occurs during shipping by a carrier selected by Snap-on is Snap-on's or Snap-on's supplier's responsibility. Loss or damage that occurs during shipping by a carrier selected by Customer is Customer's responsibility. Snap-on reserves the right to make delivery of Product and/or Gear in installments.

In the event the shipment has not been received within 14 days of the billing (hard charge) to the credit card, the customer must contact Snap-on so a tracer can be initiated on the shipment. Typically customers receive their parcel post and priority parcel post shipments within 10-14 business days, however parcel post shipments have been documented of up to 6-8 weeks for delivery. Tracers on shipments through the US Postal Service cannot be done until 8 weeks from the shipment date.

8. Returns of Product. Customers may return any Product purchased from the Snap-on web site (www.snapon.com) for any reason within 30 days of delivery. To return a Product, Customer must call 1-877-762-7664 or email a return request to NCCCSupport@snapon.com to request a Return Goods Authorization form ("RGA"). The RGA will provide detailed instructions on the return process. Product must be in new, sellable condition when returning for a refund. Opened software and giftcards are NON-returnable/refundable. Upon receipt and confirmation of the return by Snap-on, Customer's credit card will be credited for the amount of the purchase price of the item and the tax paid by Customer, less shipping charges for the return, except in cases of the wrong Product being shipped by Snap-on, or in the case of a damaged or defective Product. In the case of a damaged or defective Product, Customer may choose to have the Product replaced

with the identical Product, or if the Product shipped was not the Product ordered by the Customer, Customer may elect to have the correct Product shipped. Only Product purchased from this Site can be returned in this fashion. Snap-on requires that you return your Product with prepaid insurance using UPS or Parcel Post. Snap-on will not accept returns sent C.O.D. If the Product was damaged in transit, Snap-on requests that you hold the Product and original packaging and call the carrier for inspection and pick-up.

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If you choose not to (1) use a carrier that offers tracking or (2) insure or declare the full value of the product, you will be responsible for any loss or damage to the product during shipping. Replacement or refund will not be issued unless a valid proof of delivery can be provided.

Refunds will only be issued to the credit card used for the original purchase. In the event that card is no longer active, a refund will be issued via check.

9. Returns of Gear. Returns are handled by Snap-on's third party supplier. All Gear must be returned unworn and unused, in its original saleable condition with all tags and packaging intact. Customers may return any Gear purchased from this Site for any reason within 30 days of delivery. To return Gear, Customer must complete the Return Form and use the Return Label included with the shipment of the original ordered Gear, or to request return instructions call 1-877-762-7644 or send an email to NCCCSupport@snapon.com. Upon receipt and confirmation of the return by Snap-on's third party supplier, Customer's credit card will be credited for the amount of the purchase price of the item and the tax paid by Customer, less shipping charges for the return, except in the cases of the wrong Gear being shipped by Snap-on's third party supplier, or in the case of damaged or defective Gear. In the case of damaged or defective Gear, Customer may choose to have the Gear replaced with the identical Gear, or if the Gear shipped was not the Gear ordered by the Customer, Customer may elect to have the correct Gear shipped. Only Gear purchased from this Site can be returned in this fashion. Snap-on requires that you return your Gear with prepaid insurance using UPS or Parcel Post. Snap-on will not accept returns sent C.O.D. If the Gear was damaged in transit, Snap-on requests that you hold the Gear and original packaging and call the carrier for inspection and pick-up. Orders and returns for Gear are processed and handled by a third party supplier. Customer's credit card will be separately charged for such Gear under the name of the third party supplier.

10. Delay. Snap-on and its affiliates and third party suppliers shall not be liable for any damage as a result of any delay or failure to deliver due to any cause beyond Snap-on's or its third party supplier's reasonable control, including, without limitation, any act of God, act of Customer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal

to the time lost because of the delay. Customer's exclusive remedy for other delays and for Snap-on's or its third party supplier's inability to deliver for any reason shall be rescission of the sale of Product and/or Gear.

11. Governing Laws. These terms and conditions, and use of this website, shall be governed by and construed in accordance with the laws of the State of Wisconsin, without reference to principles of conflicts of laws. The rights and obligations of the parties hereunder shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods. Any provision which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability of such provision in any other jurisdiction.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.