

TERMS AND CONDITIONS FOR PURCHASE OF SNAP-ON VOUCHERS

1. DEFINITIONS

1.1 The following terms shall have the following meanings:

"Buyer" means the person or entity who purchases a Voucher;

"Contract" means the contract between Snap-on and the Buyer for the sale and purchase of a Voucher, incorporating these Terms;

"Snap-on" means Snap-on UK Holdings Limited, a company registered in England and Wales with company number 2648720 whose registered office is at Telford Way, Telford Way Industrial estate, Kettering, Northamptonshire, NN16 8SN [Please confirm that this is the company which sells the Vouchers];

"Snap-on Franchisee" means each official franchisee appointed by Snap-on and licensed to sell SNAP-ON branded products in the UK from time to time;

"Terms" means these terms and conditions; and

"Voucher" means an official Snap-on voucher purchased by the Buyer from Snap-on in accordance with these Terms which can be redeemed against goods sold by Snap-on Franchisees in accordance with these Terms and the terms of purchase of the relevant Snap-on Franchisee. 1.2 The headings in these Terms do not affect their interpretation. Unless the context requires otherwise references to Clauses are to clauses of these Terms; references to Snap-on and the Buyer include their permitted successors and assigns; references to statutory provisions include those statutory provisions as amended or re-enacted; references to gender includes reference to the other gender; and words in the singular include the plural and words in the plural include the singular.

2. ORDER AND PAYMENT

2.1 The Buyer can place an order for Voucher(s) by:

2.1.1 writing to Snap-on at the address set out at the bottom of these Terms and enclosing a valid cheque for the full price of the value of the Voucher(s) the Buyer requires; or

2.1.2 calling the telephone number set out at the bottom of these Terms, stating the value of the Voucher(s) required and paying the full price of the value of such Voucher(s) by valid credit card. Placing an order for Voucher(s) in this way shall be deemed to be an offer by the Buyer to buy the Voucher(s).

2.2 When placing its order the Buyer shall provide a contact name and a valid UK postal address to which the Voucher(s) should be sent.

2.3 The Buyer warrants that it has the capacity and authority to place an order and enter into the Contract. The Buyer undertakes to ensure that its order is complete and accurate.

2.4 The value of Vouchers shall be set at such pre-denominated amounts as Snap-on may determine at its absolute discretion.

2.5 The Buyer shall pay the full price of the Voucher(s) when placing its order.

2.6 Snap-on may in its sole discretion accept or reject any order. If Snap-on rejects the Buyer's order then it shall communicate this to the Buyer and promptly refund any payment received by the Buyer in respect of that order in the same form as payment was made.

2.7 A binding Contract shall be formed upon acceptance of payment by Snap-on or written confirmation of the Order, whichever is sooner. Following the acceptance of an order, Snap-on shall despatch the Voucher in accordance with Clause 3 below.

3. DELIVERY

3.1 Snap-on will post the Voucher to the person at the address the Buyer gives to Snap-on at the time it places its order provided such address is a valid UK postal address.

3.2 The Buyer will become the owner of the Voucher when Snap-on receives payment in accordance with Clause 2.5 above. Risk in the Voucher (and responsibility for any loss or damage) shall pass to the Buyer when the Voucher is despatched by Snap-on.

4. REDEMPTION OF VOUCHERS AND LIMITATIONS ON USE

4.1 Subject to Clause 4.3 and 4.4 below, Vouchers can be used only to purchase goods sold by Snap-on Franchisees. To find your local Snap-on Franchisee please call the telephone number at the bottom of these Terms. Snap-on expressly excludes any warranty that a particular SNAP-ON branded product will be sold by or available from any particular Snap-on Franchisee.

4.2 VOUCHERS CANNOT BE USED TO PURCHASE GOODS FROM SNAPON'S OWN WEBSITE.

4.3 The range of products for which vouchers can be redeemed is at the joint discretion of Snap-on Tools and the franchisee.

4.4 Vouchers cannot be used to discharge indebtedness on any account, nor may they be used for the purchase either directly or indirectly of any financial product or service, including (without limitation) other Vouchers.

4.5 If the goods purchased using the Voucher(s) are of an aggregate value of less than the value of the Voucher(s) presented for such goods then any balance will remain as a credit for the Buyer with the relevant Snap-on Franchisee and subject to Clause 4.6 below will be redeemable against subsequent orders from such Snap-on Franchisee only.

4.6 Vouchers (and any subsequent credit in favour of a Buyer in accordance with Clause 4.5 above) shall be redeemable for one year from the date stated on the Voucher. Vouchers may not be exchanged for cash. For the avoidance of doubt, following expiry of any Voucher, neither Snap-on nor any Snap-on Franchisee shall be under any obligation to accept such Voucher.

4.7 The redemption of a Voucher by the Buyer with the Snap-on Franchisee shall be subject to the terms and conditions of the Voucher and the Snap-on Franchisee's terms of purchase.

5. LIMITATION OF LIABILITY AND INDEMNITY

5.1 Snap-on shall not be liable to the Buyer under this Contract in contract, tort (including negligence and breach of statutory duty) or otherwise for:

5.1.1 any loss of profits (whether direct or indirect), data, goodwill, reputation or business opportunity; or

5.1.2 any indirect, incidental or special loss suffered or incurred by the Buyer, its employees, officers, agents or representatives; in each case in connection with or arising out of the Contract (whether or not reasonably foreseeable and even if it had been advised of the Buyer incurring the same) including but not limited to any late delivery, failure to deliver, redemption or failure to redeem the Voucher.

5.2 In no event shall Snap-on be liable to the Buyer for:

5.2.3 a failure by the Buyer to comply with these Terms, including for any Voucher sent to any address incorrectly provided by the Buyer and any fraud of the Buyer, its officers, employees, agents or representatives; or

5.2.4 any Voucher lost or damaged in the post.

5.3 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

5.4 Nothing in these Terms excludes or limits the liability of Snap-on:

5.4.1 for death or personal injury caused by Snap-on's negligence; or

5.4.2 for any matter for which it would be illegal for Snap-on to exclude or attempt to exclude its liability; or

5.4.3 for fraud or fraudulent misrepresentation.

5.5 Subject to Clauses 5.1, 5.2, 5.3 and 5.4 above, Snap-on's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price of the Voucher(s) purchased.

6. NON – BUSINESS BUYERS: CONTRACT CANCELLATION

6.1 Where the Buyer is an individual and is not buying the Voucher(s) in the course of business the Buyer shall be entitled to cancel the Contract if the Buyer so wishes provided that:

6.1.1 the Buyer must exercise this right no longer than 8 working days after the day on which the Buyer receives the Voucher(s); and

6.1.2 the Buyer has not redeemed the Voucher(s) or any part of them; and the provisions of this Clause 6 shall apply to any such cancellation.

6.2 To cancel the Contract the Buyer must notify Snap-on by writing to the address set out at the bottom of these Terms. If the Buyer receives the Voucher(s) (either before it cancels the Contract or after it cancels the Contract), the Buyer must send the Voucher(s) back to Snap-on immediately at the Buyer's own risk and expense. The Buyer is legally obliged to take reasonable care of the Voucher(s) while it/they are in the Buyer's possession. 6.3 Once the Buyer has notified Snap-on that it is cancelling the Contract then Snap-on shall repay to the Buyer the sum received by Snap-on as payment for the Voucher(s), in the same form that payment was received and as soon as possible and in any event within 30 days of the Buyer's order provided that (where Voucher(s) have already been despatched or received by the Buyer) such payment shall only occur once the Voucher(s) have been returned by the Buyer and received by Snap-on.

7. FORCE MAJEURE

Neither party shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or failure to perform, any of its obligations under the Contract if the delay or failure was beyond that party's reasonable control (including but not limited to fire, flood, explosion, epidemic, riot, civil commotion, act of God, war or wartime hostilities or threat of war, terrorist activities, accidental or malicious damage, industrial action, any prohibition or restriction by any governments or other legal authority which affects the Contract).

8. GENERAL

8.1 No remedy conferred by any of the provisions of the Contract is intended to be exclusive of any other remedy, except as expressly provided, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under the Contract or now or hereafter existing in law or in equity or by statute or otherwise.

8.2 The Buyer is entitled to give the Voucher to a third party to be redeemed by such third party. In all other respects, the Buyer shall not be entitled to assign, sub-license, charge, transfer or delegate to a third party, any rights or obligations of the Buyer arising under the Contract. Snap-on shall be entitled to assign any of its rights arising under the Contract.

8.3 Any notice required or permitted to be given by either party to the other under the Contract shall be in writing and may be given either personally or by first class post. In the case of Snap-on, any such notice should be sent to the address set out at the bottom of these Terms and in the case of the Buyer, at the address given by the Buyer when placing its order. Where given by first class post such notice will be deemed to have been served 48 hours after posting and proof that the envelope containing the notice was properly addressed and sent prepaid shall be sufficient evidence of service. Notice given in person shall be deemed to be served immediately.

8.4 If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

8.5 Any waiver by either party of any provision of the Contract shall not be considered as a waiver of any subsequent breach of the same or any other provision. No waiver of any provision of the Contract shall be effective unless in writing and signed by the party granting such waiver.

8.6 Nothing in the Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

8.7 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Terms. Nothing in this clause shall limit or exclude any liability for fraud.

8.8 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Contract, but this Clause 8.8 does not affect a right or remedy of a third party which exists or is available apart from that Act.

8.9 The Contract shall be construed in accordance with and governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts. The address for placing orders by post or providing notices to Snap-on under the Contract is: Customer Services – Voucher Scheme, Snap-on UK Holdings Limited, Telford Way, Telford Way Industrial estate, Kettering, Northamptonshire, NN16 8SN.

The telephone number for placing orders, or to find your local Snap-on Franchisee or for any queries in relation to the Voucher scheme shall be 01536 413877