

Terms of Sale/Warranty

Terms of Business

1. OUR CONTRACT WITH YOU

1.1 These Terms apply to the Contract between you and us for the supply by us of Goods. No other terms will apply to the Contract and the Contract may not be changed unless agreed between you and us in writing. Our employees and agents have no authority to make any promises on our behalf unless they are confirmed by us in writing and you agree that you will not rely on any promises not confirmed by us in writing. All terms implied by law, custom, practice or course of dealing and which are inconsistent with the Terms are excluded to the maximum extent permitted by law.

1.2 We can refuse to accept any Order placed by you. The Contract will become binding only when we accept your Order in writing. Your Order is part of the Contract only for the purposes of, if necessary and agreed by us, specifying the nature and description of the Goods to be supplied. Words and phrases used shall have the meanings given in paragraph 8 below.

2. PRICE AND PAYMENT

2.1 The price of the Goods shall be our quoted price. However, we can increase the price of the Goods at any time before delivery to reflect any increase in our costs which is due to any factor beyond our control. Unless otherwise agreed in writing, the price is exclusive of VAT and other duties and any delivery costs (all of which you will pay to us in addition).

2.2 Payment shall be made in advance of delivery online by one of the following credit or debit cards: Visa, Mastercard, American Express.

3. DELIVERY, RISK AND TITLE

3.1 Delivery shall be regarded as taking place when the carrier presents the Goods for unloading at the agreed delivery address. Unloading of the Goods will be at your risk and expense.

3.2 Any dates quoted for delivery of the Goods are approximate only and we will not be liable for any delay in delivery of the Goods however caused. Time for delivery will not be of the essence. Without affecting our other rights, if you fail to take delivery of the Goods at the specified time we may store and insure the Goods and you will reimburse to us on demand all of our costs in doing so. If delivery is to take place in instalments, each delivery will be a separate contract.

3.3 Risk of loss of or damage to the Goods shall pass from us to you on delivery. You must notify us of any shortages or damage to the Goods within 7 days of delivery. Your failure to do so shall be conclusive evidence that you have accepted the Goods.

4. CANCELLATION

4.1 Without affecting our other rights, we may defer or cancel any deliveries of Goods and treat the Contract as cancelled if you:

- (a) breach any of the terms or conditions of the Contract; or
- (b) enter or propose to enter into any arrangement with your creditors, become bankrupt or otherwise insolvent, are unable to pay your debts as they become due, have any receiver, administrator or liquidator appointed or any event similar to any of the foregoing happens to you.

4.2 You may cancel the Contract in the event that we materially breach our obligations under the Contract and we fail to remedy the breach within 28 days of your notice in writing requiring us to remedy the breach. Otherwise, you may only cancel the Contract with our agreement in writing.

4.3 Where you enter into this Contract as a Consumer, the following conditions shall apply:

(a) You have the right to cancel the Contract without charge (save as set out below), by notice in writing to us at any time within the Cancellation Period. This right to cancel does not apply to any Contract which falls within regulation 13 of the Regulations, including any Contract concerning the provision of any Goods which have been made to your specification. In addition, this right to cancel does not apply where Goods have been used or packaging opened in any way.

(b) If you choose to exercise the right to cancel within the Cancellation Period in respect of any Goods, you shall be responsible for returning the Goods to us and you shall bear all costs of delivery of the Goods from you to us.

(c) To exercise the right to cancel, you must notify us of this intention (by emailing us at ukweb@snapon.com or by telephoning 01536 413800) and obtain a Returned Goods Authorisation Number.

4.4 Where Goods are supplied under a “consumer transaction” (as that term is defined by the Consumer Transactions (Restriction on Statements) Order 1976) your statutory rights are not affected by these conditions.

4.5 If we cancel the Contract under paragraph 4.1 above or if you cancel the Contract otherwise than in accordance with paragraphs 4.2 and 4.3 above, you will indemnify us in full against all losses (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of cancellation.

5. WARRANTIES AND LIABILITY

5.1 We warrant to Customers who use Goods in their business that the Goods are free from defects in workmanship and materials. We will repair or replace Goods which fail to give satisfactory service due to defective workmanship and materials. Repair or replacement shall be at our election and expense and is your exclusive remedy in place of all other rights and remedies. For Product warranty service, please call us at 01536 413800 or write to ukweb@snapon.com. The following information will be required with the customers warranty request: (1) date and proof of purchase, (2) where the customer purchased the product, (3) full name, (4) shipping address, (5) phone number, (6) email address, (7) item number(s) or approximate weight of return package. All SNAP-ON and BLUE-POINT tools carry a full warranty, the duration of which depends upon the nature of the tool. The warranty period for a specific product is detailed in the packaging of that product. The warranty only extends to the original Customer and cannot be transferred or assigned.

For SNAP-ON brand hand tools (other than torque wrenches) and tool storage units, the warranty is a LIFETIME warranty effective as long as you own the tool. For BLUE-POINT brand hand tools, unless otherwise specified with the tool, the warranty is also a LIFETIME warranty effective as long as you own the tool. For SNAP-ON brand meters, power tools, and electronic diagnostic products, the warranty period is for ONE YEAR from the date of the original purchase. For SNAP-ON brand torque wrenches and BLUE-POINT brand meters and power tools, and for all other SNAP-ON and BLUE-POINT products not specifically mentioned above, the duration of the warranty period is supplied with the product, but in no event is the warranty period for more than one year from the date of purchase. We DO NOT provide any warranty for 1) Goods labelled other than Snap-on or Blue Point or 2) Goods subjected to abnormal use. The manufacturer, which is not Snap-on, provides the only warranty for products labelled other than Snap-on or Blue-Point, and we will pass along any such warranties. A consumable product is warranted, at the time of sale, only against defects in workmanship or materials that prevent its 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. Abnormal use includes misuse, accident, modification, unreasonable use, neglect, lack of maintenance, use in production-related service, or use after the tool is significantly worn.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED. SNAP-ON AND ITS AFFILIATED COMPANIES EXPRESSLY DISCLAIM AND EXCLUDE ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.2 We will indemnify you against any loss you suffer arising out of death, personal injury or damage to physical property caused by our negligence or the negligence of our employees or agents.

5.3 SUBJECT TO PARAGRAPH 5.2, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER SNAP-ON NOR ANY OF ITS GROUP COMPANIES SHALL BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL COSTS AND DAMAGES OR ANY OTHER LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCT SOLD BY SNAP-ON, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. Without limiting the generality of the foregoing, Snap-on and all of its group companies specifically disclaim any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of Goods or any associated equipment, cost of capital, cost of substitute Goods, facilities or services, down-time, shut-down or slow-down costs, or for any other types of economic loss, or for claims of your customers or any third party for any such damages.

5.4 We will not be liable to you or be regarded as being in breach of the Contract if there is delay or failure to carry out any of our obligations and the delay or failure arises out of any cause beyond our reasonable control.

6. SOFTWARE

6.1 If the Contract includes the purchase of any software, this shall be subject to the licence agreement applicable to that software.

7. GENERAL

7.1 We may perform any of our obligations or exercise any of our rights under the Contract through any other company within our group. You may not assign the benefit of the Contract without our prior written consent.

7.2 We may at any time retain, make deductions from or set-off any amounts we owe to you in order to meet any amounts which you owe to us. We will have a general lien on all property held by us on your behalf until satisfaction of all obligations you may have to us.

7.3 Any notice we are required or permitted to give to you under the Contract shall be in writing addressed to you at the address or email address you notify to us from time to time. Any notice you are required or permitted to give to us under the Contract shall be in writing addressed to us at uksales@snapon.com or to Snap-On U.K. Holdings Limited, Distribution Centre, Telford Way Industrial Estate, Kettering, Northants, NN16 8SN, United Kingdom.

7.4 If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

7.5 Nothing in the Contract, these Terms and/or any Quotation is intended to confer on any person any right to enforce any of the terms in such Contract, Terms and/or Quotation which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

7.6 The Contract shall be governed by the laws of England, and you and we hereby agree to submit to the non-exclusive jurisdiction of the English courts in connection with any dispute or other matter arising out of the Contract.

8. GLOSSARY OF TERMS

8.1 In these General Terms and in the Contract:

“Cancellation Period” means the period of seven working days from the date of delivery of the Goods;

“Consumer” shall bear the same meaning as set out in the Regulations;

“Contract” means the contract between you and us generated by us accepting the offer made by you in your Order, incorporating our Quotation and these Terms;

“Goods” means the goods (including any instalment of the goods or any part of them) which we are to supply in accordance with the Contract;

“group company” means us and any other company which is a member of the group of companies of which we are part;

“Order” means your order in writing for Goods;

“Quotation” means our non-binding indication in writing of the terms on which we might, subject to contract, be prepared to supply the Goods;

“Regulations” means the Consumer Protection (Distance Selling) Regulations 2000;

“we”, “us”, “our” or “Snap-on” means Snap-On U.K. Holdings Limited, a company registered in England and Wales (company number 2648720) whose registered office is situate at Chichester House, 278-282 High Holborn, London WC1V 7HA;

“writing” includes any form of electronic communication which we may specify for interaction with our website; and

“you” or “your” means the person(s) named as the customer(s) on the Order.

8.2 The headings in these General Terms are for convenience only and shall not affect their interpretation.