

**TOOLING DISCONTINUANCE AND DESTRUCTION AGREEMENT**

This form should be used whenever parts are being discontinued and tooling owned by Snap-on incorporated and located at a suppliers location is being scrapped.

This agreement sets forth the terms and conditions that will govern the Tooling Discontinuance and Destruction of tooling located at ***[supplier name and address]*** (“Supplier”).

**AUTHORIZATION**

I Authorize the Supplier to either move or destroy the tooling and parts as indicated in sections 2 and 3 and listed in Exhibit A. (Should be signed by Product Management or Promo Manager).

# DESCRIPTION OF TOOLING

This agreement covers all the tooling and parts listed in **Schedule 1**.

# TOOLING DISPOSITION (CHOSE ONE OF THE FOLLOWING)

\_\_\_The Tooling will be delivered to ***[LOCATION]*** no later than ***[mm/dd/yyyy].***

\_\_\_The Tooling should be destroyed no later than ***[mm/dd/yyyy].***

# PARTS DISPOSITION (CHOSE ONE OF THE FOLLOWING)

\_\_\_The parts associated with the tooling will be delivered to ***[LOCATION]*** no later than ***[mm/dd/yyyy].***

\_\_\_The parts associated with the tooling should be destroyed no later than ***[mm/dd/yyyy].***

# COST

Costs of discontinuance and destruction will be the responsibility of the supplier. Value of the scrap steel or other materials will be refunded to Snap-on upon request.

# FREIGHT AND DELIVERY TERMS

* 1. This is applicable if tooling is being shipped to an alternate location.
	2. Freight. Supplier should ship all Tooling, Parts, and Materials per Snap-on’s freight policy.
	3. Packing. Supplier will ship the Tooling in a manner consistent with general industry practice. Should it be necessary to ship the Tooling in a disassembled state, Supplier shall ship the Tooling in the largest units possible consistent with expedient transportation of the tooling.

# CERTIIFCATE OF DESTRUCTION

Supplier shall provide to Snap-on a certificate of destruction from a third party to prove all tooling and parts have been destroyed.

# MUTUAL CONFIDENTIALITY AGREEMENT

# This Agreement and its terms and conditions are confidential and governed by the provisions of the attached Mutual Confidentiality Agreement (“MCA”), which is hereby incorporated into this Agreement. The MCA will remain in effect during the term of this Agreement regardless of any expiration date stated in such MCA.

1. **RELATIONSHIP OF PARTIES**

The Supplier and Snap-on are independent contractors, and are not partners, joint ventures, employees or agents. Neither party shall have the authority to act, make representations, or make commitments on behalf of the other party.

# COUNTERPARTS

### This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same Agreement. All references herein to Articles and Sections shall be deemed references to such parts of this Agreement, unless the context shall otherwise require. All references to singular or plural shall include the other as the context may require.

The person signing this Agreement is duly authorized and agrees to the terms and conditions of this Agreement.

 Snap-on:

***[supplier name]* Snap-on Logistics Company**

Subsidiary of Snap-on Incorporated

By: By:

Title: Title:

Date: Date:

NOTE: The certificate of destruction should be returned with the signed copy of the agreement as an attachment. **SCHEDULE 1**

**LIST OF TOOLING COVERED BY THE AGREEMENT**

**LIST OF PARTS COVERED BY THE AGREEMENT**