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## **Terms and Conditions**

Standard Terms and Conditions for Tool Rental (“Terms”)

VW Special Tools Rental Program

For VW Dealerships

Note: This will appear on the Rental Agreement for every Rental Order generated.

### 1. These Terms

- 1.1. These Terms set out the basis on which Snap-on Business Solutions (“Snap-on” or “SBS” or “we”, “us” or “our”) makes available for rental the special service tools, accessories and/or equipment (each a “Tool”).
- 1.2. We may amend these Terms at any time and the new Terms will apply to your next Tool rental following such change.
- 1.3. The latest version of these Terms will be available on the VW Tools and Equipment website (“Website”). You are responsible for making sure that you are aware of the most up to date version of these Terms.

### 2. Renting a Tool

- 2.1. The VW Special Tools Rental Agreement document shows the Tools available at any time.
- 2.2. The “Rental Period” will be five (5) working days from the date the Tool is delivered to you, unless you extend the Rental Period in accordance with clause 6 below.
- 2.3. Each Tool remains the exclusive property of Snap-on at all times. You may not sell, sub-rent, loan or otherwise relocate, transfer or dispose of or part with possession of the Tool (including, without limitation, to any of your facilities other than the facility specified in the Rental Order).
- 2.4. You must ensure that each Tool and its carrying case and contents are kept safe, secure and in good condition at the address to which the Tool is delivered.
- 2.5. You are responsible for any loss or theft of or damage (other than fair wear and tear) to a Tool from the time it is delivered to you until it is collected from you.
- 2.6. You are responsible for any loss, damage (other than fair wear and tear) or theft of a Tool or any component of a Tool or carrying case while rented to you. Snap-on reserves the right to charge you for the replacement [cost/value] of the damaged, lost or stolen items, or the entire [cost/value] of the Tool where Snap-on replaces the Tool in its entirety. Snap-on will



sometimes waive its right to recover the costs of components where such components are readily available off the shelf and are inexpensive.

### 3. Delivery and Delivery Address

- 3.1. We will arrange for the delivery of a rental Tool to your facility at the delivery address entered and confirmed by you on the Rental Agreement when you place your Order.
- 3.2. Freight to the address specified above will be charged based on shipping service level selected.
- 3.3. Your delivery address must be a business premises used by you for the repair of VW / Audi Vehicles and have a valid zip code.
- 3.4. Your delivery address and pick-up address must be the same.

### 4. Your Obligations on Receiving a Tool

- 4.1. The Tool will be delivered to you in an appropriate carrying case. The carrying case may be fastened with security tags to ensure the safe and complete delivery of the Tool.
- 4.2. On receipt of a Tool you are responsible for removing the security tags and checking that the Tool and its carrying case are complete and undamaged.
- 4.3. If you find that on receipt a Tool or carrying case is damaged or missing one or more components, you must call the Snap-on Helpdesk immediately. Snap-on will then arrange for the damaged Tool and its carrying case to be collected and returned to Snap-on and for you to receive a replacement Tool as soon as reasonably practicable. Your Rental Period will re-start on the date of delivery of such replacement Tool.
- 4.4. You agree to keep the damaged Tool in its closed carrying case until collection is arranged with Snap-on.
- 4.5. If you do not notify us of any damage to a Tool or any missing components at the time you receive them, any damage to or loss of a Tool or component at the time it is returned to us will be deemed to have occurred during your Rental Period.

### 5. Using a Tool

- 5.1. You must use and handle each Tool correctly and only for its intended purpose and solely for the repair and maintenance of a VW / Audi Vehicle.
- 5.2. You are responsible for referring to and following the relevant instructions, instruction manual and/or reference guide made available by us or VW / Audi for the Tool you have rented.
- 5.3. You agree that:
  - 5.3.1. you will only use a Tool for the maintenance and repair of VW / Audi Vehicles;



- 5.3.2. you will not use a damaged Tool for the maintenance and repair of any VW / Audi Vehicle or for any other purpose;
- 5.3.3. you will only use a Tool at your own facilities; and
- 5.3.4. a Tool is rented for use in respect of one facility at a time and you will not transfer a Tool between your facilities.

## 6. Extending a Rental Period

- 6.1. You can extend a Rental Period one time.
- 6.2. To extend the Rental Period you must contact SBS before the end of the then current Rental Period. Rental extension approvals will be handled on a case by case basis. Failure to notify SBS of a rental extension request before the initial rental period has expired will result in an additional five day rental fee charged to the dealer.
- 6.3. An additional charge (a "Rental Extension Fee") will be payable in respect of each extension to a Rental Period.
- 6.4. If you fail to return a Tool on time, the Tool you have rented may be considered to be lost or stolen and Snap-on reserves the right to charge you the replacement [cost/value] of the missing Tool and carrying case.

## 7. Returning a Tool

- 7.1. You agree to arrange for the Tool to be collected at any time before, but no later than, the end of the Rental Period.
- 7.2. The end of the Rental Period is clearly shown on your Rental Order. You remain responsible for returning a Tool before the end of the Rental Period in accordance with these Terms.
- 7.3. We will place a pre-paid return shipping label and return instructions in each carrying case before delivering a Tool to you. You must keep the return label and instructions with or inside the carrying case.
- 7.4. When you have finished using a Tool, you must follow the return instructions. If you are unsure what to do you must call the Snap-on Helpdesk.
- 7.5. Before the courier comes to collect a Tool, you agree to ensure that the Tool's components are clean, present and correctly packed in the correct carrying case. You will attach the return label to the outside of the carrying case, correctly close the carrying case and seal it with the security tags provided before contacting the courier to arrange collection.
- 7.6. If you fail to use the return label for any reason, or otherwise render unusable or illegible the return label, you must acquire another return label at your cost to ship the Tool.
- 7.7. You may request a replacement for any lost or damaged return label. You will be charged for the costs of reproducing and couriering the return label to you where we agree to provide such a replacement.



- 7.8. You irrevocably authorise Snap-on and its employees, subcontractors and agents to enter onto the address to which any Tool has been delivered as your agent for the purposes of recovering any Tool that has not been returned by the end of the Rental Period and indemnify Snap-on and its employees, subcontractors and agents from and against any and all loss, damages, costs and expenses awarded against or incurred by them in connection with the exercise of such right of entry and recovery.

## 8. Inspection of Tool on Return to Us

- 8.1. When we receive a Tool returned by you we will unpack, clean and inspect the Tool, its carrying case and each of its components for completeness and damage.
- 8.2. If the Tool, any component of a Tool or the carrying case is missing or found to be damaged you will be notified by our Helpdesk.
- 8.3. You will be responsible for the immediate return of the missing Tool or component to our warehouse at your own expense.
- 8.4. You have 3 working days to locate, pack, and return the missing Tool or component at your expense. If you fail to return it by the end of the 3<sup>rd</sup> working day we may treat the Tool as having been lost by you.

## 9. Fees and Payment

- 9.1. If you have not already done so, you will be required to provide your credit card details to us at the time of your Tool rental. You must ensure that the credit card details provided by you are accurate and complete, and immediately inform us of any change in the credit card details provided to us.
- 9.2. Rental Fees will be payable in advance at the time of placing your Tool Rental Order. Rental Extension Fees will be payable in advance at the time any extension to a Rental Period is agreed. The Rental Fees and Rental Extension Fees for each Tool will be shown on the VW Tools and Equipment Website.
- 9.3. You irrevocably authorise us to charge to your credit card all amounts owed by you to us under these Terms, including (without limitation):
  - 9.3.1. the relevant Rental Fee for each Tool rented by you;
  - 9.3.2. all Rental Extension Fees for extensions to the Rental Period for a Tool;
  - 9.3.3. the replacement [cost/value] of any Tool, carrying case and/or any component of any Tool lost damaged or stolen while in your care; and
  - 9.3.4. any other losses, costs, and/or expenses incurred by us as a result of any breach by you of these Terms and in exercising or enforcing our rights in respect of any such breach, including (without limitation) in recovering any Tool or amounts due to us in accordance with these Terms.



## 10. Our liability

- 10.1. While care is taken to ensure that there is an adequate stock of each Tool available for use in the VW Special Tools Rental Program, our ability to stock and deliver a Tool is dependent upon third parties, including suppliers, delivery agents, and VWGoA. Accordingly, we do not warrant or give any other promise or assurance that any Tool will be available for rent at any time, nor can we guarantee that a rented Tool will be delivered to you on a specified date.
- 10.2. To the fullest extent permitted by applicable laws:
- 10.2.1. we are not liable for: (i) any damage, loss or injury incurred by you, your customers or third parties resulting from your Rental or use of the Tool; or (ii) any fault, defect or other matter relating to any Tool, including its fitness for purpose;
- 10.2.2. except as expressly provided in these terms, all warranties, conditions and other terms implied by statute or common law or otherwise are excluded from this agreement; and
- 10.2.3. we are not liable for:
- (i) any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information (in each case, whether direct or indirect); or
- (ii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 10.3. Nothing in these Terms shall exclude or restrict our liability for death or personal injury resulting from our negligence or for any fraud.
- 10.4. Without prejudice to any other provision of these Terms, we shall not be liable to any person:
- 10.4.1. for any event beyond our reasonable control, including (without limitation) any act of God, actual or threatened war or other threat or challenge to governmental authority, confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any Government or public or local authority, strike, lockout, industrial action, fire, flood, drought, tempest, power cut and/or failure or obstruction of any network, broadcasting or telecommunications service;
- 10.4.2. for the failure of, or damage or destruction to, or any errors caused by our or any other person's computer systems or records;
- 10.4.3. for delays, losses, errors or omissions in or made by the postal or other delivery service or by the banking system;
- 10.4.4. for the refusal to rent a Tool to any person; or



- 10.4.5. for any losses caused by the failure or delay of any third party, including (without limitation) VWGoA.
- 10.5. If for any reason any exclusion or limitation of liability in these Terms is invalid or unenforceable for any reason, our maximum liability, howsoever arising (including in negligence, breach of statutory duty or for wilful acts), will not exceed the rental fee for the Tool giving rise to the liability.

## 11. Entire Agreement and General

- 11.1. This agreement and any document referred to in it constitute the entire agreement between the parties relating to the VW Special Tools Rental Program.
- 11.2. No failure or delay by us in exercising any right or power under these terms shall operate as a waiver of any of these provisions and no single or partial exercise of any such right or power shall preclude any other or further exercise of the same or the exercise of any other right or power available to us.
- 11.3. These Terms have been drafted in English. If these Terms are translated into another language, the English language version shall be conclusive in the event of any conflict between that version and any translation.
- 11.4. This Agreement shall be governed by the laws of the state of Wisconsin without regard to conflicts of law provisions. You hereby submit to personal jurisdiction and venue in Milwaukee, Wisconsin. Subject to the qualifications set forth later in this paragraph, any controversy or claim arising out of or related to your use of any Tool(s) or this Agreement shall be resolved exclusively by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration or litigation with any claim or controversy of any other party. The arbitration shall be conducted in Milwaukee, Wisconsin, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either party may seek any interim or preliminary relief from a court of competent jurisdiction in Milwaukee, Wisconsin necessary to protect the rights or property of you or SBS pending the completion of arbitration.
- 11.5. You acknowledge and agree that the provisions of this Agreement, are subject to the laws of the United States including export laws and regulations.

## 12. Business to Business Relationship

Unless otherwise prohibited by applicable laws, this agreement has been entered into between two parties, each of whom is operating on a commercial basis and constitutes a pure business-to-business relationship and no consumers rights apply.