

SNAP-ON Inc  
Form 424B5  
December 10, 2010  
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Filed Pursuant to Rule 424(b)(5)

Registration No. 333-163814

**CALCULATION OF REGISTRATION FEE**

	<b>Title of Each Class of Securities to Be Registered</b>	<b>Amount to be Registered</b>	<b>Maximum Aggregate Offering Price</b>	<b>Amount of Registration Fee(1)</b>
Debt Securities		\$250,000,000	\$250,000,000	\$17,825

(1) Calculated in accordance with Rule 457(r) under the Securities Act of 1933, as amended.

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(To Prospectus Dated December 18, 2009)

**\$250,000,000****SNAP-ON INCORPORATED****4.250% Notes due 2018**

The notes will mature on January 15, 2018. Interest on the notes will accrue at the rate of 4.250% per year. Interest on the notes will be payable semi-annually on January 15 and July 15 of each year, beginning on July 15, 2011. We may redeem the notes in whole or in part at any time at the applicable redemption prices as described beginning on page S-11. Upon the occurrence of a change of control repurchase event (as defined in this prospectus supplement), the holders of the notes may require us to repurchase all or a portion of their notes at the repurchase price specified in this prospectus supplement. The notes will be our senior unsecured obligations and will rank equally with all of our other unsecured and unsubordinated indebtedness.

See **Risk Factors** beginning on page S-7 for a discussion of certain risk factors that prospective investors should consider before investing in our notes.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus supplement or the accompanying prospectus. Any representation to the contrary is a criminal offense.

	<b>Per Note</b>	<b>Total</b>
Public offering price (1)	99.723%	\$ 249,307,500
Underwriting discount	0.625%	\$ 1,562,500
Proceeds, before expenses, to Snap-on Incorporated	99.098%	\$ 247,745,000

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(1) Plus accrued interest from December 14, 2010, if settlement occurs after such date.  
The notes will not be listed for trading on any securities exchange. Currently, there is no public market for the notes.

The notes are expected to be delivered in book-entry only form through the facilities of The Depository Trust Company on or about December 14, 2010.

*Joint Book-Running Managers*

**Citi**

**J.P. Morgan**

*Co-Managers*

**UBS Investment Bank**  
**Mizuho Securities USA Inc.**  
**Baird**  
**COMMERZBANK**  
**RBC Capital Markets**  
**Wells Fargo Securities**  
December 9, 2010

**Barclays Capital**  
**US Bancorp**  
**BBVA Securities**  
**Janney Montgomery Scott**  
**SOCIETE GENERALE**  
**The Williams Capital Group, L.P.**

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You should rely only on the information contained in this prospectus supplement, the accompanying prospectus and the documents we have incorporated by reference. Neither we nor the underwriters have authorized anyone to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. Neither we nor the underwriters are making an offer to sell the notes in any state which does not permit their offer or sale. You should not assume that the information provided in this prospectus supplement or the accompanying prospectus, or the information we have previously filed with the Securities and Exchange Commission that we incorporate by reference, is accurate as of any date other than the respective dates of those documents in which such information is contained. If information in this prospectus supplement updates information in the accompanying prospectus, this prospectus supplement will apply and will supersede that information in the prospectus.

For purposes of this prospectus supplement and the accompanying prospectus, unless otherwise specified or the context otherwise indicates, references to Snap-on, us, we, our, ours, or the company are to Snap-on Incorporated, including, as appropriate, its subsidiaries.

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**FORWARD-LOOKING STATEMENTS**

Statements in this document that are not historical facts, including statements that (1) are in the future tense; (2) include the words expects, plans, targets, estimates, believes, anticipates, or similar words that reference Snap-on or our management; (3) are specifically identified as forward-looking; or (4) describe Snap-on's or our management's future outlook, plans, estimates, objectives or goals, are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. We caution the reader that any forward-looking statements included in this document that are based upon assumptions and estimates were developed by management in good faith and are subject to risks, uncertainties or other factors that could cause (and in some cases have caused) actual results to differ materially from those described in any such statement. Accordingly, forward-looking statements should not be relied upon as a prediction of actual results or regarded as a representation by us or our management that the projected results will be achieved. For those forward-looking statements, we caution the reader that numerous important factors, such as the risk factors beginning on page S-6 and the risks identified in the Risk Factors section of our Annual Report on Form 10-K for the fiscal year ended January 2, 2010 and in the Management's Discussion and Analysis of Financial Condition and Results of Operations Caution Regarding Forward-Looking Statements and Quantitative and Qualitative Disclosures About Market Risk sections of our Quarterly Reports on Form 10-Q for the periods ended April 3, 2010, July 3, 2010 and October 2, 2010, all of which are incorporated herein by reference, could affect our actual results and could cause our actual consolidated results to differ materially from those expressed in any forward-looking statement made by, or on behalf of, Snap-on. We disclaim any responsibility to update any forward-looking statements provided in this document, except as required by law.

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**SUMMARY**

*This summary provides an overview of the company and its subsidiaries and certain key aspects of the offering. This summary is not complete and does not contain all of the information you should consider before purchasing our notes. Before purchasing our notes, you should read carefully all of the information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus, including Risk Factors and our consolidated financial statements and related notes.*

**The Company**

Snap-on Incorporated, which has been in existence for approximately 90 years, is a leading global innovator, manufacturer and marketer of tools, equipment, diagnostics, repair information and systems solutions for professional users under various brands and trade names.

Our products and services include hand and power tools, tool storage, diagnostics software, information and management systems, shop equipment and other solutions for vehicle dealerships and repair centers, as well as customers in industry, government, agriculture, aviation and natural resources. We also derive income from various financing programs to facilitate the sales of our products.

We market our products and brands through multiple distribution sales channels in approximately 130 countries. Our largest geographic markets include the United States, the United Kingdom, Canada, Germany, Japan, France, Australia, Spain, the Netherlands, Italy, China and Sweden. We also reach our customers through our franchisee, company-direct, distributor and internet channels. We originated the mobile van tool distribution channel in the automotive repair market.

We realigned our management organization and, as a result, our reportable business segments in the second quarter of fiscal 2010. This organization change reflects our efforts to better support the product and service needs of our primary customer segments. These customer segments include: (1) commercial and industrial customers, including professionals in critical industries and emerging markets; (2) professional technicians who purchase products through the worldwide mobile tool distribution network; and (3) other professional customers related to automotive repair, including owners and managers of independent and original equipment manufacturer ( OEM ) dealership service and repair shops. In addition, our financial services customer segment offers financing options that include (1) loans to franchisee customers and our industrial and other customers for the purchase or lease of tools, equipment and diagnostics products on an extended term payment plan; and (2) business loans and vehicle leases to franchisees.

Our business segments are based on the organization structure used by management for making operating and investment decisions and for assessing performance. Our reportable business segments are: (1) the Commercial & Industrial Group; (2) the Snap-on Tools Group; (3) the Repair Systems & Information Group; and (4) Financial Services. The Commercial & Industrial Group consists of our business operations serving a broad range of industrial and commercial customers worldwide, primarily through direct and distributor channels. The Snap-on Tools Group consists of our business operations primarily serving automotive service technicians through the worldwide mobile tool distribution channel. The Repair Systems & Information Group consists of our business operations serving other professional automotive-related customers, including owners and managers of independent and OEM dealership service and repair shops, through direct and distributor channels. Financial Services consists of the business operations of our wholly-owned finance subsidiaries.

Our headquarters are located at 2801 80th Street, Kenosha, Wisconsin 53143, and our telephone number is (262) 656-5200.

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**Recent Developments**

On April 6, 2010, we acquired the remaining 40% interest in Wanda Snap-on (Zhejiang) Co. Ltd. ( Wanda Snap-on ), our tool manufacturing operation in Xiaoshan, China, for a cash purchase price of \$7.7 million and \$0.1 million of transaction costs. We previously acquired the initial 60% interest in Wanda Snap-on for a cash purchase price of \$15.4 million (or \$14.1 million, net of cash acquired), including \$1.2 million of transaction costs, on March 5, 2008. The acquisition of Wanda Snap-on is part of our ongoing strategic initiatives to further expand our manufacturing presence in emerging growth markets and lower-cost regions. On July 1, 2010, Wanda Snap-on was officially renamed Snap-on Asia Manufacturing (Zhejiang) Co. Ltd.

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**Table of Contents****Summary Historical Consolidated Financial Information**

Our annual historical information is derived from our audited consolidated financial statements as of and for the five fiscal years ended January 2, 2010, January 3, 2009, December 29, 2007, December 30, 2006 and December 31, 2005. The information as of and for the nine months ended October 2, 2010 and October 3, 2009 has been derived from our unaudited interim condensed consolidated financial statements and, in the opinion of management, includes all normal and recurring adjustments that are considered necessary for the presentation of the results for such interim periods. This information is only a summary and should be read in conjunction with the consolidated financial statements included in our Annual Report on Form 10-K for the year ended January 2, 2010, and the condensed consolidated financial statements in our Quarterly Reports on Form 10-Q for the quarters ended April 3, 2010, July 3, 2010 and October 2, 2010, which are incorporated by reference into this prospectus supplement, as well as other information that has been filed with the Securities and Exchange Commission including the Current Report on Form 8-K as filed with the Securities and Exchange Commission on July 7, 2010 that contains further information on our segment realignment (discussed above). The historical results included below are not necessarily indicative of our future performance. Results for the nine months ended October 2, 2010 are not necessarily indicative of the results to be expected for the full 2010 fiscal year.

	<b>Nine months ended</b>		<b>Fiscal year ended</b>				
	<b>October 2, 2010</b>	<b>October 3, 2009</b>	<b>2009</b>	<b>2008</b>	<b>2007</b>	<b>2006</b>	<b>2005</b>
	<b>(in millions)</b>				<b>(in millions)</b>		
	<b>(unaudited)</b>						
Net sales	\$ 1,922.3	\$ 1,744.4	\$ 2,362.5	\$ 2,853.3	\$ 2,841.2	\$ 2,455.1	\$ 2,281.0
Total revenues (1)	1,963.1	1,796.0	2,420.8	2,934.7	2,904.2	2,504.1	2,334.6
Gross profit	892.6	773.2	1,057.6	1,284.6	1,266.6	1,079.8	1,011.2
Net earnings from continuing operations	133.2	105.6	143.7	243.6	194.1	101.6	91.7
Net earnings	133.2	105.6	143.7	243.6	186.1	103.8	96.4
Net earnings attributable to Snap-on Incorporated	128.6	97.6	134.2	236.7	181.2	100.1	92.9
Cash and cash equivalents	359.9	709.0	699.4	115.8	93.0	63.4	170.4
Total assets	3,457.8	3,337.3	3,447.4	2,710.3	2,765.1	2,654.5	2,008.4
Long-term debt	712.3	902.4	902.1	503.4	502.0	505.6	201.7
Total shareholders' equity attributable to Snap-on Incorporated	1,381.3	1,315.0	1,290.0	1,186.5	1,280.1	1,076.3	962.2

(1) Defined as Net sales plus Financial Services revenue.



**Table of Contents****Ratio of Earnings to Fixed Charges**

The ratio of earnings to fixed charges for each of the periods indicated is calculated as follows:

	Nine months ended		Fiscal year ended				
	October 2, 2010 (in millions) (unaudited)	October 3, 2009 (in millions) (unaudited)	2009	2008	2007 (in millions) (unaudited)	2006	2005
Earnings before income taxes and equity earnings	\$ 194.0	\$ 151.3	\$ 205.3	\$ 357.8	\$ 284.2	\$ 147.5	\$ 144.8
Distributed income of equity investees	2.0			1.5	3.0		
Earnings before income taxes and equity earnings, as adjusted	\$ 196.0	\$ 151.3	\$ 205.3	\$ 359.3	\$ 287.2	\$ 147.5	\$ 144.8
Fixed charges:							
Interest on debt	\$ 40.2	\$ 32.5	\$ 47.0	\$ 33.1	\$ 45.5	\$ 20.0	\$ 21.1
Interest element of rentals	2.2	2.2	2.9	2.7	2.5	2.2	2.4
Total fixed charges	\$ 42.4	\$ 34.7	\$ 49.9	\$ 35.8	\$ 48.0	\$ 22.2	\$ 23.5
Total adjusted earnings available for payment of fixed charges	\$ 238.4	\$ 186.0	\$ 255.2	\$ 395.1	\$ 335.2	\$ 169.7	\$ 168.3
Ratio of earnings to fixed charges	5.6	5.4	5.1	11.0	7.0	7.6	7.2

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**The Offering**

Issuer	Snap-on Incorporated.
Notes Offered	\$250,000,000 aggregate principal amount of 4.250% Notes due 2018.
Maturity	The notes will mature on January 15, 2018.
Interest	The notes will bear interest at 4.250% per annum, payable semi-annually in arrears.
Interest Payment Dates	January 15 and July 15 of each year, beginning July 15, 2011.
Ranking	The notes will be our senior unsecured obligations and will rank equally with all of our other existing and future unsecured and unsubordinated indebtedness. See Description of the Notes General.
Optional Redemption	We may redeem the notes, in whole or in part, at any time at the make-whole premium redemption price described under Description of the Notes Optional Redemption.
Change of Control	Upon the occurrence of a change of control repurchase event (as defined under Description of the Notes Change of Control Repurchase Event ), unless we have exercised our right to redeem the notes, each holder of the notes will have the right to require us to repurchase all or a portion of such holder's notes at a repurchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of repurchase, subject to the rights of holders of the notes on the relevant record date to receive interest due on the relevant interest payment date.
Covenants	The indenture under which the notes will be issued contains limitations on, among other things, our ability to:  incur debt secured by certain liens;  engage in certain sale and lease-back transactions;  transfer principal properties to specified subsidiaries; and  consolidate or merge with or into, or sell substantially all of our assets to, another person.

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These covenants are, however, subject to important exceptions. See Description of Debt Securities Covenants Applicable to Senior Debt Securities and Merger in the accompanying prospectus.

### Use of Proceeds

We anticipate using the net proceeds from the sale of the notes for general corporate purposes, which may include working capital, capital expenditures, repayment of all or a portion of our \$200 million 6.25% unsecured senior notes maturing in August 2011, financing of contract and finance receivables related to Snap-on Credit LLC, and possible acquisitions.

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Minimum Denominations	The notes will be issued and may be transferred only in minimum denominations of \$1,000 and integral multiples of \$1,000 in excess thereof.
Form	The notes are being issued in fully registered form and the notes will be represented by one or more global notes deposited with The Depository Trust Company ( DTC ) or its nominee and registered in book-entry form in the name of Cede & Co., DTC s nominee. Beneficial interests in the global notes will be shown on, and transfers will only be made through, the records maintained by DTC and its participants.
Further Issues	We may from time to time, without notice to or the consent of the holders of the notes, create and issue additional debt securities under the indenture ranking equally and ratably with the notes in all respects (other than the payment of interest accruing prior to the issue date of such additional debt securities or except for the first payment of interest following the issue date of such additional debt securities).
Governing Law	New York.
Trustee	U.S. Bank National Association.
Risk Factors	For a discussion of factors you should carefully consider before deciding to invest in the notes, see Risk Factors beginning on page S-7 of this prospectus supplement, the Risk Factors section of our Annual Report on Form 10-K for the fiscal year ended January 2, 2010, and the Management s Discussion and Analysis of Financial Condition and Results of Operations Caution Regarding Forward-Looking Statements and Quantitative and Qualitative Disclosures About Market Risk sections of our Quarterly Reports on Form 10-Q for the periods ended April 3, 2010, July 3, 2010 and October 2, 2010, filed with the Securities and Exchange Commission and incorporated by reference into this prospectus supplement.
For additional information regarding the notes, see	Description of the Notes.

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**RISK FACTORS**

*You should carefully consider the following risk factors, as well as the other information included or incorporated by reference in this prospectus supplement and the accompanying prospectus, before making an investment in our notes. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties not presently known or that we currently believe to be immaterial may also adversely affect us.*

**Risks Related to Our Businesses**

For a discussion of risks relating to businesses of Snap-on Incorporated, see **Risk Factors** in our Annual Report on Form 10-K for the fiscal year ended January 2, 2010, the risks identified in the **Management's Discussion and Analysis of Financial Condition and Results of Operations**, **Caution Regarding Forward-Looking Statements** and **Quantitative and Qualitative Disclosures About Market Risk** sections of our Quarterly Reports on Form 10-Q for the periods ended April 3, 2010, July 3, 2010 and October 2, 2010, and our other filings with the Securities and Exchange Commission that are incorporated by reference into this prospectus supplement.

**Risks Related to the Notes**

*Our financial performance and other factors could adversely impact our ability to make payments on the notes.*

Our ability to make scheduled payments with respect to our indebtedness, including the notes, will depend on our financial and operating performance, which is, in turn, subject to prevailing economic conditions and to financial, business and other factors beyond our control.

*An increase in market interest rates could result in a decrease in the value of the notes.*

In general, as market interest rates rise, notes bearing interest at a fixed rate generally decline in value because the premium, if any, over market interest rates will decline. Consequently, if you purchase the notes and market interest rates increase, the market value of your notes may decline. We cannot predict the future level of market interest rates.

*Ratings of the notes may not reflect all risks of an investment in the notes.*

The notes will initially be rated by two nationally recognized statistical rating organizations. The ratings of our notes will primarily reflect our financial strength and will change in accordance with the rating of our financial strength. A rating is not a recommendation to purchase, sell or hold any particular security, including the notes. These ratings do not comment as to market price or suitability for a particular investor. In addition, ratings at any time may be lowered or withdrawn in their entirety. The ratings of the notes may not reflect the potential impact of all risks related to structure and other factors on any trading market for, or trading value of, the notes.

*We may not have sufficient cash to repurchase the notes upon the occurrence of a change of control repurchase event.*

As described under **Description of the Notes** **Change of Control Repurchase Event**, we will be required to offer to repurchase all of the notes upon the occurrence of a change of control repurchase event. We may not, however, have sufficient cash at that time or have the ability to arrange necessary financing on acceptable terms to repurchase the notes under such circumstances. If we are unable to repurchase the notes upon the occurrence of a change of control repurchase event, it would result in an event of default under the indenture.

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*There may be no public trading market for the notes.*

A market for the notes may not develop or, if it does develop, it may not be maintained. If a market develops, the notes could trade at prices that may be higher or lower than the initial offering price or the price at which you purchased the notes, depending on many factors, including prevailing interest rates, our financial performance, the amount of indebtedness we have outstanding, the market for similar securities, the redemption and repayment features of the notes to be sold and the time remaining to maturity of your notes. We have not applied, and do not intend to apply, for listing of the notes on any securities exchange or any automated quotation system. If an active market for the notes fails to develop or be sustained, the trading price and liquidity of the notes could be adversely affected.

*The notes do not restrict our ability to incur additional debt or prohibit us from taking other action that could negatively impact holders of the notes.*

We are not restricted under the terms of the indenture or the notes from incurring additional indebtedness. The indenture, among other things, limits our ability to secure additional debt without also securing the notes, to enter into sale and leaseback transactions and to transfer certain of our assets to unrestricted subsidiaries. However, these limitations are subject to important exceptions. See [Description of Debt Securities Covenants Applicable to Senior Debt Securities](#) in the accompanying prospectus. In addition, the notes do not require us to achieve or maintain any minimum financial results relating to our financial position or results of operations. Our ability to recapitalize, incur additional debt, secure existing or future debt or take a number of other actions that are not limited by the terms of the indenture and the notes could have the effect of diminishing our ability to make payments on the notes when due.

*Effective subordination of the notes may reduce amounts available for payment of the notes.*

We conduct a significant portion of our operations through our subsidiaries. As a result, our ability to service our debt, including our obligations under the notes and other obligations, is partially dependent upon the earnings of our subsidiaries and the distribution of those earnings or the payment of funds to us in the form of dividends, loans or advances and through repayment of loans or advances from us. Our subsidiaries are separate and distinct legal entities and have no obligation, contingent or otherwise, to pay any amounts due on the notes or to make funds available to us, whether in the form of dividends, distributions, loans or other payments. In addition, any payment of dividends, distributions, loans or advances to us by our subsidiaries depend upon the earnings of those subsidiaries, are subject to various business considerations and may be subject to contractual or statutory restrictions.

Holders of the notes will be effectively subordinated to the indebtedness and other liabilities of our subsidiaries, including trade creditors. As of October 2, 2010, our subsidiaries had indebtedness in the aggregate principal amount of \$17.0 million. In the event of a default by a subsidiary under any credit arrangement or other indebtedness, its creditors could accelerate such subsidiary's debt prior to such subsidiary distributing to us amounts that we could have used to make payments on the notes.

In addition, the notes will be unsecured and, as a result, the notes will be effectively subordinated to any and all of our secured debt. The holders of any secured debt may foreclose on our assets securing such debt, reducing the cash flow from the foreclosed property available for payment of our unsecured debt, including the notes. The holders of any secured debt that we may have also would have priority over unsecured creditors in the event of our liquidation. In the event of our bankruptcy, liquidation or similar proceeding, the holders of secured debt would be entitled to proceed against their collateral, and that collateral would not be available for payment of unsecured debt, including the notes.

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**USE OF PROCEEDS**

We anticipate using the net proceeds from the sale of the notes for general corporate purposes, which may include working capital, capital expenditures, repayment of all or a portion of our \$200 million 6.25% unsecured senior notes maturing in August 2011, financing of contract and finance receivables related to Snap-on Credit LLC, and possible acquisitions.

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**Table of Contents****CAPITALIZATION**

The following table sets forth our consolidated capitalization as of October 2, 2010:

on an actual basis; and

as adjusted to give effect to the sale of the notes in this offering and the application of the estimated net proceeds of this offering as described under Use of Proceeds.

You should read the information in this table together with Use of Proceeds and Management's Discussion and Analysis of Financial Condition and Results of Operations, along with our financial statements and related notes, included elsewhere or incorporated by reference into this prospectus supplement and the accompanying prospectus.

	<b>Actual</b>	<b>As Adjusted</b>
	(in millions, except share data)	
	(unaudited)	
Short-term debt	\$ 218.3	\$ 218.3
Long-term debt:		
Long-term debt	712.3	712.3
4.250% notes due 2018 offered hereby		250.0
<b>Total debt</b>	<b>930.6</b>	<b>1,180.6</b>
Common shareholders' equity		
Common stock—authorized 250,000,000 shares, \$1 par value; issued 67,292,670 shares	67.3	67.3
Additional paid-in capital	166.5	166.5
Retained earnings	1,604.9	1,604.9
Accumulated other comprehensive loss	(71.7)	(71.7)
Treasury stock at cost	(385.7)	(385.7)
<b>Total shareholders' equity attributable to Snap-on Incorporated</b>	<b>1,381.3</b>	<b>1,381.3</b>
<b>Total capitalization (1)</b>	<b>\$ 2,311.9</b>	<b>\$ 2,561.9</b>

(1) Defined as Total debt plus Total shareholders' equity attributable to Snap-on Incorporated.



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**DESCRIPTION OF THE NOTES**

We have summarized the material terms and conditions of the notes below. This summary supplements and, to the extent inconsistent with, replaces the description of the general terms and conditions of the debt securities under the caption "Description of Debt Securities" in the accompanying prospectus. This summary of provisions of the indenture does not purport to be complete and is subject to all of the provisions of the indenture. You should read the indenture and the notes, copies of which are available from us upon request.

Capitalized terms used and not defined in this section of this prospectus supplement have the meanings specified in the indenture. References to Snap-on, us, we, our, ours or the company in this section are to Snap-on Incorporated (parent company only) and not its consolidated subsidiaries.

**General**

We will issue the notes as a separate series of debt securities under the indenture dated as of January 8, 2007, between us and U.S. Bank National Association, as trustee. The indenture is further described in the accompanying prospectus.

We are initially offering the notes in the aggregate principal amount of \$250,000,000. We may, without the consent of the holders of the notes, create and issue additional notes of this series ranking equally with and otherwise similar in all respects to the notes of this series (except for the public offering price and the issue date) so that those additional notes will be consolidated and form a single series with the other outstanding notes of this series. The notes will bear interest at a rate of 4.250% per annum. The notes will mature on January 15, 2018, unless redeemed prior to that date. See "Interest" below.

We may redeem the notes at any time at our option as described under "Optional Redemption."

The notes will be our senior unsecured obligations and will rank equally with all of our other existing and future unsecured and unsubordinated indebtedness. The notes will effectively rank junior in right of payment to any secured indebtedness that we may incur in the future to the extent of the assets securing such indebtedness.

A significant amount of our consolidated assets is held by our subsidiaries. Any right we may have to receive assets of any of our subsidiaries upon their liquidation or reorganization (and the consequent right of the holders of the notes to participate in those assets) will be effectively subordinated to the claims of such subsidiary's creditors, including trade creditors. See "Risk Factors" "Risks Related to the Notes" "Effective subordination of the notes may reduce amounts available for payment of the notes."

We will issue the notes only in fully registered form, without coupons, in denominations of \$1,000 and integral multiples of \$1,000 in excess thereof.

The notes will not have the benefit of any sinking fund.

We may, subject to compliance with applicable law, at any time, purchase notes in the open market or otherwise.

**Interest**

The notes will mature on January 15, 2018, unless redeemed prior to that date. The notes will bear interest at a rate of 4.250% per annum. Interest will accrue on the notes from the most recent interest payment date to or for which interest has been paid or duly provided (or if no interest has been paid or duly provided for, from the issue date of the notes), payable semi-annually in arrears on January 15 and July 15 of each year, beginning on July 15, 2011. Interest will be paid to the person in whose name the notes are registered at the close of business on the

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January 1 and July 1 (whether or not that date is a business day), as the case may be, immediately preceding such interest payment date. We will compute interest on the basis of a 360-day year consisting of twelve 30-day months. We will make payments on the notes at the offices of the trustee by wire transfer for notes held in book-entry form or by check mailed to the address of the person entitled to the payment as it appears in the notes register.

If any interest payment date or maturity or redemption date falls on a day that is not a business day, then the payment will be made on the next business day without additional interest and with the same effect as if it were made on the originally scheduled date.

**Optional Redemption**

All or a portion of the notes may be redeemed at our option at any time or from time to time. The redemption price for the notes to be redeemed on any redemption date will be equal to the greater of the following amounts:

100% of the principal amount of the notes being redeemed on the redemption date; and

the sum of the present values of the remaining scheduled payments of principal and interest on the notes being redeemed on that redemption date (not including any portion of any payments of interest accrued to the redemption date), discounted to the redemption date on a semi-annual basis at the Treasury Rate (as defined below), plus 25 basis points, plus, in each case, accrued and unpaid interest on the notes being redeemed to the redemption date.

Notwithstanding the foregoing, installments of interest payable on the notes being redeemed that are due and payable on interest payment dates falling on a redemption date will be payable on the interest payment date to the registered holders as of the close of business on the relevant record date according to the notes and the indenture. The redemption price will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

We will mail notice of any redemption at least 30 days but not more than 60 days prior to the redemption date to each registered holder of the notes. Once notice of redemption is mailed, the notes will become due and payable on the redemption date and at the applicable redemption price, plus accrued and unpaid interest, if any, to the redemption date.

**Treasury Rate** means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

**Comparable Treasury Issue** means the U.S. Treasury security selected by the Reference Treasury Dealer as having a maturity comparable to the remaining term of the notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such notes.

**Comparable Treasury Price** means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (2) if the trustee obtains fewer than three such Reference Treasury Dealer Quotations, the average of all such Quotations, or (3) if only one Reference Treasury Dealer Quotation is received, such Quotation.

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**Reference Treasury Dealer** means (1) each of Citigroup Global Markets Inc. and J.P. Morgan Securities LLC (or their respective affiliates which are Primary Treasury Dealers) and their respective successors; provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States (a Primary Treasury Dealer), we will substitute therefor another Primary Treasury Dealer; and (2) any other Primary Treasury Dealer(s) selected by us.

**Reference Treasury Dealer Quotation** means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the trustee by such Reference Treasury Dealer at 5:00 p.m. (New York City time) on the third business day preceding such redemption date.

On and after the redemption date, interest will cease to accrue on the notes or any portion of the notes called for redemption (unless we default in the payment of the redemption price and accrued interest). On or before the redemption date, we will deposit with a paying agent (or the trustee) money sufficient to pay the redemption price of and accrued interest on the notes to be redeemed on that date. If less than all of the notes are to be redeemed, the notes to be redeemed shall be selected by lot by DTC, in the case of notes represented by a global security, or by the trustee by a method the trustee deems to be fair and appropriate, in the case of notes that are not represented by a global security.

### **Change of Control Repurchase Event**

If a change of control repurchase event occurs, unless we have exercised our right to redeem all of the notes as described above, we will make an offer to each holder of the notes to repurchase in cash all or any part (equal to \$1,000 and any integral multiple of \$1,000 in excess thereof) of that holder's notes at a repurchase price equal to 101% of the aggregate principal amount of notes repurchased plus any accrued and unpaid interest on the notes repurchased to, but not including, the date of repurchase. Within 30 days following any change of control repurchase event or, at our option, prior to any change of control, but after the public announcement of the transaction that constitutes or may constitute the change of control, we will mail a notice to each holder, with a copy to the trustee, describing the transaction or transactions that constitute or may constitute the change of control repurchase event and offering to repurchase the notes on the payment date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date on which such notice is mailed or, if the notice is mailed prior to the change of control, at least 30 days, but no more than 60 days, from the date on which the change of control repurchase event occurs. The notice, if mailed prior to the date of consummation of the change of control, will state that the offer to repurchase is conditioned on the change of control repurchase event occurring on or prior to the payment date specified in the notice.

We will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations under the Exchange Act to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a change of control repurchase event. To the extent that the provisions of any securities laws or regulations conflict with the change of control repurchase event provisions of the notes, we will comply with the applicable securities laws and regulations and will not be deemed to have breached our obligations under the change of control repurchase event provisions of the notes by virtue of such conflict.

On the change of control repurchase event payment date, we will, to the extent lawful:

- (1) accept for payment all notes or portions of notes properly tendered pursuant to our offer;
- (2) deposit with the paying agent an amount equal to the aggregate purchase price in respect of all notes or portions of notes properly tendered; and
- (3) deliver or cause to be delivered to the trustee the notes properly accepted, together with an officers' certificate stating the aggregate principal amount of notes being repurchased by us.

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The paying agent will promptly mail to each holder of notes properly tendered the purchase price for the notes, and the trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each holder a new note equal in principal amount to any unpurchased portion of any notes surrendered; provided that each new note will be in a principal amount of \$1,000 or any integral multiple of \$1,000 in excess thereof.

We will not be required to make an offer to repurchase the notes upon a change of control repurchase event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by us and such third party repurchases all of the notes properly tendered and not withdrawn under the third party's offer.

***below investment grade rating event*** means the notes are rated below investment grade (as defined below) by both rating agencies (as defined below) on any date within the 60-day period after the earlier of the occurrence of a change in control and the first public notice of our intention to effect a change of control (which 60-day period shall be extended so long as the rating of the notes is under publicly announced consideration for possible downgrade by either of the rating agencies); provided that a below investment grade rating event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular change of control (and thus shall not be deemed a below investment grade rating event for purposes of the definition of change of control repurchase event) if the rating agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the trustee in writing at our request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable change of control (whether or not the applicable change of control shall have occurred at the time of the below investment grade rating event).

***change of control*** means the occurrence of any of the following: (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation or as a pledge for security purposes only), in one or a series of related transactions, of all or substantially all of our properties and assets and those of our subsidiaries, taken as a whole, to any person, other than us or one of our subsidiaries; (2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any person becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of our then outstanding voting stock (as defined below) or other voting stock into which our voting stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares; (3) the first day upon which a majority of the members of our board of directors are not continuing directors (as defined below); or (4) the approval by the holders of our common stock of any plan or proposal for our liquidation or dissolution. Notwithstanding the foregoing, a transaction will not be deemed to involve a change of control if (1) we become a direct or indirect wholly-owned subsidiary of a holding company and (2)(a) the direct or indirect holders of the voting stock of such holding company immediately following that transaction are substantially the same as the holders of our voting stock immediately prior to that transaction or (b) immediately following that transaction, no person (other than a holding company satisfying the requirements of this sentence) is the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the voting stock of such holding company. The term "person," as used in this definition, has the meaning given thereto in Section 13(d)(3) of the Exchange Act.

***change of control repurchase event*** means the occurrence of both a change of control and a below investment grade rating event.

***continuing directors*** means, as of any date of determination, each member of our board of directors who (1) was a member of our board of directors on the date the notes were issued; or (2) was nominated for election, elected or appointed to our board of directors with the approval of a majority of the continuing directors who were members of our board of directors at the time of such nomination, election or appointment (either by a specific vote or by approval of our proxy statement in which such member was named as a nominee for election as a director, without objection to such nomination).

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***Exchange Act*** means the Securities Exchange Act of 1934, as amended.

***investment grade*** means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating categories of Moody's, (as defined below); a rating of BBB- or better by S&P (or its equivalent under any successor rating categories of S&P, (as defined below); and the equivalent investment grade credit rating from any replacement rating agency or rating agencies selected by us.

***Moody's*** means Moody's Investors Service, Inc. and its successors.

***rating agency*** means (1) each of Moody's and S&P; and (2) if either of Moody's or S&P ceases to rate the notes or fails to make a rating of the notes publicly available for reasons outside of our control, a nationally recognized statistical rating organization within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act, selected by us (as certified by a resolution of our board of directors) as a replacement agency for Moody's or S&P, or both, as the case may be.

***S&P*** means Standard & Poor's Ratings Services, a division of McGraw-Hill, Inc., and its successors.

***voting stock*** means, with respect to any specified person (as that term is used in Section 13(d)(3) of the Exchange Act) as of any date, the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

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**BOOK-ENTRY ISSUANCE**

The notes will trade in book-entry only form through the facilities of The Depository Trust Company. The notes will be represented by one or more global certificates and registered in the name of Cede & Co., DTC's nominee.

The laws of some jurisdictions require that certain purchasers of securities take physical delivery of securities in definitive form. Such laws may impair the ability to transfer beneficial interests in the notes as represented by a global certificate.

For additional information relating to DTC and the book-entry issuance system, see "Description of Debt Securities Book-Entry, Delivery and Form" in the accompanying prospectus.

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**CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS**

THIS SUMMARY IS OF A GENERAL NATURE AND IS INCLUDED HEREIN SOLELY FOR INFORMATION PURPOSES. THIS SUMMARY IS NOT INTENDED TO BE, AND SHOULD NOT BE CONSTRUED TO BE, LEGAL OR TAX ADVICE. NO REPRESENTATION WITH RESPECT TO THE CONSEQUENCES TO ANY PARTICULAR PURCHASER OF THE NOTES IS MADE. PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR OWN ADVISORS WITH RESPECT TO THEIR PARTICULAR CIRCUMSTANCES.

The following is a summary of the material U.S. federal income tax considerations relevant to U.S. Holders and Non-U.S. Holders (both as defined below) relating to the purchase, ownership and disposition of the notes. This summary is based upon current provisions of the Internal Revenue Code of 1986, as amended (the Internal Revenue Code), existing and proposed Treasury Regulations promulgated thereunder, judicial decisions and rulings, pronouncements and administrative interpretations of the Internal Revenue Service, all of which are subject to change, possibly on a retroactive basis, at any time by legislative, judicial or administrative action. We cannot assure you that the Internal Revenue Service will not challenge the conclusions stated below, and no ruling from the Internal Revenue Service or an opinion of counsel has been (or will be) sought on any of the matters discussed below.

The following summary does not purport to be a complete analysis of all the potential U.S. federal income tax considerations relating to the purchase, ownership, and disposition of the notes. Without limiting the generality of the foregoing, this summary does not address the effect of any special rules applicable to certain types of beneficial owners, including, without limitation, dealers in securities or currencies, insurance companies, financial institutions, thrifts, regulated investment companies, tax-exempt entities, U.S. Holders whose functional currency is not the U.S. dollar, U.S. expatriates, persons who hold notes as part of a straddle, hedge, conversion transaction, or other risk reduction or integrated investment transaction, investors in securities that elect to use a mark-to-market method of accounting for their securities holdings, individual retirement accounts or qualified pension plans, controlled foreign corporations, passive foreign investment companies, or investors in pass through entities, including partnerships and Subchapter S corporations. In addition, this summary is limited to holders who are the initial purchasers of the notes at their original issue price and hold the notes as capital assets within the meaning of Section 1221 of the Internal Revenue Code. This summary does not address the effect of any U.S. state or local income or other tax laws, any U.S. federal estate and gift tax laws, or any foreign tax laws.

**U.S. Holders**

The term U.S. Holder means a beneficial owner of a note that is:

an individual who is a citizen of the United States or who is a resident alien of the United States for U.S. federal income tax purposes;

a corporation or other entity taxable for U.S. federal income tax purposes as a corporation created or organized in or under the laws of the United States, any state thereof or the District of Columbia;

an estate the income of which is subject to U.S. federal income taxation regardless of its source; or

a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust, or if the trust has a valid election in effect under applicable Treasury Regulations to be treated as a United States person.

***Taxation of Interest***

All of the notes bear interest at a fixed rate. We do not intend to issue the notes at a discount that will exceed a de minimis amount. Accordingly, interest on a note will generally be includable in income of a U.S. Holder as





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ordinary income at the time a U.S. Holder receives the interest or the interest accrues, in accordance with the U.S. Holder's regular method of accounting for U.S. federal income tax purposes. A U.S. Holder using the accrual method of accounting for U.S. federal income tax purposes must recognize interest on the notes as ordinary income as interest accrues. A U.S. Holder using the cash receipts and disbursements method of accounting for U.S. federal income tax purposes must recognize interest as ordinary income when payments are received, or made available for receipt, by the U.S. Holder.

***Sale, Exchange, or Retirement of a Note***

A U.S. Holder will generally recognize capital gain or loss on a sale, exchange, retirement or other taxable disposition of a note measured by the difference, if any, between:

the amount of cash and the fair market value of any property received, except to the extent that the cash or other property received in respect of a note is attributable to accrued interest on the note (which amount will be taxable as ordinary income to the extent not previously included in income); and

the U.S. Holder's adjusted tax basis in the note.

Such capital gain or loss will be treated as a long-term capital gain or loss if, at the time of the sale, exchange, retirement or other taxable disposition, the note has been held by the U.S. Holder for more than one year; otherwise, the capital gain or loss will be short-term. Non-corporate taxpayers may be subject to a lower U.S. federal income tax rate on their net long-term capital gains than that applicable to ordinary income. U.S. Holders are subject to certain limitations on the deductibility of their capital losses.

***Information Reporting and Backup Withholding***

U.S. Holders of notes may be subject, under certain circumstances, to information reporting and backup withholding on payments of interest, principal, gross proceeds from disposition of notes, and redemption premium, if any. Backup withholding generally applies only if the U.S. Holder:

fails to furnish its social security or other taxpayer identification number within a reasonable time after a request for such information;

furnishes an incorrect taxpayer identification number;

fails to report interest or dividends properly; or

fails, under certain circumstances, to provide a certified statement, signed under penalties of perjury, that the taxpayer identification number provided is its correct number and that the U.S. Holder is not subject to backup withholding.

Backup withholding is not an additional tax. Any amount withheld from a payment to a U.S. Holder under the backup withholding rules is allowable as a credit against such U.S. Holder's U.S. federal income tax liability and may entitle such U.S. Holder to a refund provided such U.S. Holder timely furnishes the required information to the Internal Revenue Service. Certain persons are exempt from backup withholding. U.S. Holders of notes should consult their tax advisors as to their qualification for exemption from backup withholding and the procedure for obtaining such exemption. We cannot refund amounts once withheld.

We will furnish annually to the Internal Revenue Service, and to record holders of the notes to whom we are required to furnish such information, information relating to the amount of interest and the amount of backup withholding, if any, with respect to the notes.



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**Non-U.S. Holders**

The following summary is limited to the U.S. federal income tax consequences relevant to a beneficial owner of a note who is not classified for U.S. federal income tax purposes as a partnership or as a disregarded entity and who is not a U.S. Holder (a Non-U.S. Holder). In the case of a Non-U.S. Holder who is an individual, the following summary assumes that this individual was not formerly a United States citizen, and was not formerly a resident of the United States for U.S. federal income tax purposes.

***Taxation of Interest***

Subject to the summary of backup withholding rules below, payments of interest on a note to any Non-U.S. Holder will not generally be subject to U.S. federal income or withholding tax provided we or the person otherwise responsible for withholding U.S. federal income tax from payments on the notes receives a required certification from the Non-U.S. Holder (as discussed below) and the Non-U.S. Holder is not:

an actual or constructive owner of 10% or more of the total combined voting power of all our voting stock;

a controlled foreign corporation related, directly or indirectly, to us through stock ownership;

a bank receiving interest described in Section 881(c)(3)(A) of the Internal Revenue Code; or

receiving such interest payments as income effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States.

In order to satisfy the certification requirement, the Non-U.S. Holder must provide a properly completed Internal Revenue Service Form W-8BEN (or substitute Form W-8BEN or the appropriate successor form) under penalties of perjury that provides the Non-U.S. Holder's name and address and certifies that the Non-U.S. Holder is not a United States person. Alternatively, in a case where a securities clearing organization, bank or other financial institution holds the note in the ordinary course of its trade or business on behalf of the Non-U.S. Holder, we or the person who otherwise would be required to withhold U.S. federal income tax must receive from the financial institution a certification under penalties of perjury that a properly completed Form W-8BEN (or substitute Form W-8BEN or the appropriate successor form) has been received by it, or by another such financial institution, from the Non-U.S. Holder, and a copy of such a form must be furnished to the payor. Special rules apply to foreign partnerships, estates and trusts, and in certain circumstances, certifications as to foreign status of partners, trust owners, or beneficiaries may be required to be provided to our paying agent or to us. In addition, special rules apply to payments made through a qualified intermediary.

A Non-U.S. Holder that does not qualify for exemption from withholding under the preceding paragraphs generally will be subject to withholding of U.S. federal income tax at the rate of 30%, or lower applicable treaty rate, on payments of interest on the notes that are not effectively connected with the conduct by the Non-U.S. Holder of a trade or business in the United States. In order to claim the benefit of a lower applicable treaty rate, a Non-U.S. Holder must provide us, or the person who would otherwise be required to withhold U.S. federal income tax, with the required certification (generally, an Internal Revenue Service Form W-8BEN (or substitute Form W-8BEN or the appropriate successor form)).

If the payments of interest on a note are effectively connected with the conduct by a Non-U.S. Holder of a trade or business in the United States (and, in the event that an income tax treaty is applicable, if the payments of interest are attributable to a U.S. permanent establishment maintained by the Non-U.S. Holder), such payments will be subject to U.S. federal income tax on a net basis at the rates applicable to United States persons generally. If the Non-U.S. Holder is a corporation for U.S. federal income purposes, such payments also may be subject to a branch profits tax at the rate of 30%, or lower applicable treaty rate. If payments are subject to U.S. federal income tax on a net basis in accordance with the rules described in the preceding two sentences, such payments will not be subject to U.S. withholding tax so long as the holder provides us, or the person who otherwise would be required to withhold U.S. federal income tax, with the appropriate certification (generally, an Internal Revenue Service Form W-8ECI).



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Non-U.S. Holders should consult their tax advisors regarding any applicable income tax treaties, which may provide for a lower rate of withholding tax, exemption from or reduction of branch profits tax, or other rules different from those described above.

***Sale, Exchange, or Retirement of a Note***

Subject to the summary of backup withholding rules below, any gain realized by a Non-U.S. Holder on the sale, exchange, retirement or other disposition of a note generally will not be subject to U.S. federal income tax, unless:

such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States (and, in the event that an income tax treaty is applicable, such gain is attributable to a U.S. permanent establishment maintained by the Non-U.S. Holder); or

the Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of the disposition and certain other conditions are satisfied.

Proceeds from the disposition of a note that are attributable to accrued but unpaid interest generally will be subject to, or exempt from, tax to the same extent as described above with respect to interest paid on a note, although such proceeds generally are not subject to withholding tax, provided the disposition occurs between interest payment dates. A Non-U.S. Holder should treat any amount received on redemption of a note in the same manner as the Non-U.S. Holder treats proceeds received on a sale.

***Information Reporting and Backup Withholding***

Any payments of interest on the notes to a Non-U.S. Holder will generally be reported to the Internal Revenue Service and to the Non-U.S. Holder. Copies of these information returns also may be made available under the provisions of a specific treaty or other agreement to the tax authorities of the country in which the Non-U.S. Holder resides.

The backup withholding tax and certain additional information reporting generally will not apply to payments of interest with respect to which either the requisite certification of non-U.S. status (as described above under *Taxation of Interest* ) has been received or an exemption otherwise has been established, provided that neither we nor the person who otherwise would be required to withhold U.S. federal income tax has actual knowledge or reason to know that the holder is, in fact, a United States person or that the conditions of any other exemption are not, in fact, satisfied.

The payment of the proceeds from the disposition of the notes by or through the United States office of any broker, U.S. or foreign, will be subject to information reporting and backup withholding unless the Non-U.S. Holder certifies as to its non-U.S. status under penalties of perjury or otherwise establishes an exemption, provided that the broker does not have actual knowledge or reason to know that the holder is a United States person or that the conditions of any other exemption are not, in fact, satisfied. The payment of the proceeds from the disposition of the notes by or through a non-U.S. office of a non-U.S. broker will not be subject to information reporting or backup withholding unless the non-U.S. broker has certain types of relationships with the United States (a U.S. related person ). In the case of the payment of the proceeds from the disposition of the notes by or through a non-U.S. office of a broker that is either a United States person or a U.S. related person, the Treasury Regulations require information reporting, but not backup withholding, on the payment unless the broker has documentary evidence in its files that the beneficial owner is a Non-U.S. Holder or the Non-U.S. Holder otherwise establishes an exemption, provided that the broker does not have actual knowledge or reason to know that the holder is, in fact, a United States person or that the conditions of any other exemption are not, in fact, satisfied.

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Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be refunded or credited against the Non-U.S. Holder's U.S. federal income tax liability provided such Non-U.S. Holder timely furnishes the required information to the Internal Revenue Service. We cannot refund amounts once withheld.

THE PRECEDING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR GENERAL INFORMATION ONLY AND IS NOT LEGAL OR TAX ADVICE. ACCORDINGLY, PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR OWN ADVISORS ON THE U.S. FEDERAL, STATE AND LOCAL, AND FOREIGN TAX CONSEQUENCES OF THEIR PURCHASE, OWNERSHIP, AND DISPOSITION OF THE NOTES, AND ON THE CONSEQUENCES OF ANY CHANGES IN APPLICABLE LAW.

**Table of Contents****UNDERWRITING**

Under the terms and subject to the conditions contained in an underwriting agreement dated December 9, 2010, the underwriters named below, for which Citigroup Global Markets Inc. and J.P. Morgan Securities LLC are acting as representatives, have agreed to purchase, and we have agreed to sell to them, severally, the principal amount of notes set forth opposite each name below.

<b>Underwriter</b>	<b>Principal Amount of Notes</b>
Citigroup Global Markets Inc.	\$ 81,000,000
J.P. Morgan Securities LLC	81,000,000
UBS Securities LLC	32,000,000
Barclays Capital Inc.	8,000,000
Mizuho Securities USA Inc.	8,000,000
U.S. Bancorp Investments, Inc.	8,000,000
BBVA Securities Inc.	4,000,000
Commerz Markets LLC	4,000,000
Janney Montgomery Scott LLC	4,000,000
RBC Capital Markets, LLC	4,000,000
Robert W. Baird & Co. Incorporated	4,000,000
SG Americas Securities, LLC	4,000,000
Wells Fargo Securities, LLC	4,000,000
The Williams Capital Group, L.P.	4,000,000
<b>Total</b>	<b>\$ 250,000,000</b>

The underwriting agreement provides that the obligations of the underwriters to purchase the notes in this offering are subject to approval of legal matters by counsel and to other conditions. The underwriters are obligated to purchase all the notes if they purchase any of the notes.

The notes constitute a new issue of securities with no established trading market. We have not applied and do not intend to apply for listing of the notes on any securities exchange or any automated quotation system. The underwriters have advised us that they presently intend to make a market in the notes after completion of the offering. However, the underwriters are under no obligation to do so and may discontinue market-making activities at any time without notice. We can give you no assurance as to the liquidity of the trading market for the notes or that an active public market for the notes will develop. If an active public trading market for the notes does not develop, the market price and liquidity of the notes may be adversely affected.

We estimate that the total expenses of the offering payable by us, excluding underwriting discounts and commissions, will be approximately \$410,000.

We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended, or to contribute to payments the underwriters may be required to make in respect of those liabilities.

**Offering Price, Concessions and Reallowances**

The underwriters have advised us that they propose to offer the notes to the public at the public offering price that appears on the cover page of this prospectus supplement. The underwriters may offer such notes to selected dealers at the public offering price minus a selling concession of up to 0.375% of the principal amount of the notes. In addition, the underwriters may allow, and those selected dealers may reallow, a selling concession to certain other dealers of up to 0.250% of the principal amount of the notes. After the initial offering

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of the notes, the underwriters may change the public offering price and other selling terms. The offering of the notes by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

### **Stabilization**

In connection with the offering, the underwriters may engage in overallotment, stabilizing transactions and syndicate covering transactions. Overallotment involves sales in excess of the offering size, which create a short position for the underwriters. Stabilizing transactions involve bids to purchase the notes in the open market for the purpose of pegging, fixing or maintaining the price of the notes. Syndicate covering transactions involve the purchases of the notes in the open market after the distribution has been completed in order to cover short positions. Stabilizing transactions and syndicate covering transactions may cause the price of the notes to be higher than it would otherwise be in the absence of those transactions. If the underwriters engage in stabilizing or syndicate covering transactions, they may discontinue them at any time.

### **No Public Offering Outside of the United States**

No action has been or will be taken in any jurisdiction (except in the United States) that would permit a public offering of the notes, or the possession, circulation or distribution of this prospectus supplement or the accompanying prospectus or any other material relating to us or the notes in any jurisdiction where action for that purpose is required. Accordingly, the notes offered by this prospectus supplement and the accompanying prospectus may not be offered or sold, directly or indirectly, and this prospectus supplement, the accompanying prospectus and any other offering material or advertisements in connection with the notes may not be distributed or published, in or from any country or jurisdiction except in compliance with any applicable rules or regulations of any such country or jurisdiction.

### **Other Relationships**

The underwriters or their affiliates have performed and may in the future perform certain commercial banking, investment banking and advisory services for us from time to time for which they have received and may receive in the future customary fees and expenses.

## **LEGAL MATTERS**

Foley & Lardner LLP, Milwaukee, Wisconsin, our counsel, will pass on the validity of the notes for us. Simpson Thacher & Bartlett LLP, New York, New York, counsel for the underwriters, will pass on the validity of the notes for the underwriters.

## **EXPERTS**

The consolidated financial statements of Snap-on Incorporated that are incorporated by reference in the accompanying prospectus from its Annual Report on Form 10-K for the fiscal year ended January 2, 2010, and the effectiveness of Snap-on Incorporated's internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in its reports incorporated therein (which reports express an unqualified opinion on such financial statements and express an unqualified opinion on the effectiveness of internal control over financial reporting), which are incorporated by reference in this prospectus supplement and the accompanying prospectus. Such financial statements have been so incorporated in reliance upon the reports of such firm given their authority as experts in accounting and auditing.



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**WHERE YOU CAN FIND MORE INFORMATION**

We file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission (File No. 001-07724). We also filed a registration statement on Form S-3, including exhibits, under the Securities Act of 1933, as amended, with respect to the securities offered by this prospectus supplement and the accompanying prospectus. This prospectus supplement and the accompanying prospectus is a part of that registration statement, but does not contain all of the information included in the registration statement or the exhibits to the registration statement. You may read and copy the registration statement and any other document we file at the Securities and Exchange Commission's Public Reference Room at 100 F Street, N.E., Room 1580, Washington, D.C., 20549. Please call the Securities and Exchange Commission at 1-800-SEC-0330 for further information on the public reference room. Our Securities and Exchange Commission filings are also available to the public at the Securities and Exchange Commission's website at <http://www.sec.gov> or on our website located at <http://www.snapon.com>. Information on our internet website is not incorporated into this prospectus supplement or the accompanying prospectus.

The Securities and Exchange Commission allows us to incorporate by reference into the accompanying prospectus the information we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is deemed to be part of the accompanying prospectus, and later information that we file with the Securities and Exchange Commission will automatically update and supersede this information. We incorporate by reference the documents listed below and any future filings made with the Securities and Exchange Commission under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, until our offering is completed:

Annual Report on Form 10-K for the fiscal year ended January 2, 2010 filed on February 18, 2010;

Quarterly Reports on Form 10-Q for the fiscal quarters ended April 3, 2010, July 3, 2010 and October 2, 2010, filed on April 22, 2010, July 28, 2010 and October 22, 2010, respectively;

Proxy Statement on Schedule 14A filed on March 9, 2010; and

Current Reports on Form 8-K dated February 12, 2010, April 7, 2010, April 22, 2010, July 7, 2010, October 1, 2010 and November 5, 2010, respectively.

You may request a copy of these filings, at no cost, by writing to or telephoning us at our principal executive offices:

Snap-on Incorporated

Attention: Secretary

2801 80th Street

Kenosha, Wisconsin 53143

(262) 656-5200

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**PROSPECTUS**

**COMMON STOCK**

**DEBT SECURITIES**

**DEBT WARRANTS**

**PREFERRED STOCK**

**PREFERRED WARRANTS**

**COMMON WARRANTS**

We may offer these securities in amounts, at prices and on terms determined at the time of offering. Each time securities are sold using this prospectus, we will provide a supplement to this prospectus and possibly other offering material containing specific information about the offering and the terms of the securities being sold. The supplement or other offering material may add, update or change information contained in this prospectus. Our common stock is traded on the New York Stock Exchange under the symbol SNA .

We may offer and sell these securities to or through underwriters, dealers or agents, or directly to investors, on a continued or a delayed basis. The supplements to this prospectus will provide the specific terms of the plan of distribution.

You should read this prospectus and any supplement carefully before you invest.

**See Risk Factors in our most recent Annual Report on Form 10-K and in any prospectus supplement or in such other document we refer you to in any prospectus supplement for a discussion of certain risks that prospective investors should consider before investing in our securities.**

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.**

The date of this prospectus is December 18, 2009.

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This prospectus is a part of the registration statement that we filed with the Securities and Exchange Commission. You should read this prospectus together with the more detailed information regarding our company, our securities and our financial statements and notes to those statements that appear elsewhere in this prospectus or that we incorporate in this prospectus by reference.

You should rely on the information contained in, or incorporated by reference in, this prospectus and in any prospectus supplement. We have not authorized anyone to provide you with information different from that contained in, or incorporated by reference in, this prospectus, any prospectus supplement or any other offering material. You should not assume that the information in this prospectus, any prospectus supplement or any other offering material is accurate as of any date other than the respective dates on the front of the prospectus, prospectus supplement or other offering material, as applicable.

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**THE COMPANY**

Snap-on Incorporated was incorporated under the laws of the state of Wisconsin in 1920 and reincorporated under the laws of the state of Delaware in 1930. Snap-on is a leading global innovator, manufacturer and marketer of tools, diagnostics, equipment, software and service solutions for professional users under various brands and trade names.

Our products and services include hand and power tools, tool storage, diagnostics software, information and management systems, shop equipment and other solutions for vehicle dealerships and repair centers, as well as customers in industry, government, agriculture, aviation and natural resources. We also derive income from various financing programs to facilitate the sales of our products.

We market our products and brands through multiple distribution sales channels in approximately 130 countries. Our largest geographic markets include the United States, Australia, Canada, China, France, Germany, Italy, Japan, the Netherlands, Spain, Sweden and the United Kingdom. We also reach our customers through our franchisee, company-direct, distributor and Internet channels. We originated the mobile van tool distribution channel in the automotive repair market.

Our business segments are based on the organization structure used by management for making operating and investment decisions and for assessing performance. Our reportable business segments include: (1) the Commercial & Industrial Group; (2) the Snap-on Tools Group; (3) the Diagnostics & Information Group; and (4) Financial Services. The Commercial & Industrial Group consists of the business operations providing tools and equipment products and equipment repair services to a broad range of industrial and commercial customers worldwide through direct, distributor and other non-franchised distribution channels. The Snap-on Tools Group consists of our business operations serving the worldwide franchised van channel. The Diagnostics & Information Group consists of the business operations providing diagnostics equipment and software, vehicle service information, business management systems, electronic parts catalogs, and other solutions for vehicle service to customers in the worldwide vehicle service and repair marketplace. Financial Services consists of the business operations of Snap-on Credit LLC ( SOC ), our wholly-owned finance subsidiary, and our other wholly-owned finance subsidiaries in those international markets where we have franchise operations.

Our headquarters are located at 2801 80th Street, Kenosha, Wisconsin 53143 and our telephone number is (262) 656-5200.

**USE OF PROCEEDS**

We intend to use the net proceeds from the sales of the securities as set forth in the applicable prospectus supplement and/or other offering material.

**SECURITIES TO BE OFFERED**

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission utilizing a shelf registration process. Under this shelf registration process, we may offer and sell from time to time securities in one or more offerings. We may offer and sell the following securities: common stock, debt securities, debt warrants, preferred stock, preferred warrants and common warrants. This prospectus provides you with a general description of these securities.

Each time we offer securities, we will provide you with a prospectus supplement and possibly other offering material that will describe the specific amounts, prices and terms of the securities being offered. The prospectus supplement or other offering material may also add, update or change information contained in this prospectus.

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