

Competitive Trade-In Promo 2022
End User Customers in the United States of America

TERMS & CONDITIONS

1. Description of Promotion:

As part of this promotion (the “Promotion”), during the Promotion Period (defined in Section 3 below), eligible customers who meet all of the requirements as set forth in these terms and conditions of the Promotion are eligible to receive a discount on replacement product as further described below. Under the Promotion, eligible end user customers of Fluke Electronics Corporation (“Sponsor”), in each case transacting under the Fluke Biomedical brand, may Trade-In any Similar Product and receive the discount specified in Appendix A (the “Discount”) off the list price applicable to the customer for a Fluke Biomedical replacement product (“Replacement Product”).

For purposes of this Promotion, the terms Trade-In, Old Product, and Similar Product are defined and further described as follows:

- “*Trade-In*” means sending the Similar Product to Sponsor or send the Similar Product to an authorized Fluke Health Solutions representative or distributor, who will send the Similar Product to Sponsor. Sponsor reserves the right in its sole and absolute discretion to determine whether any Similar Product qualifies for Trade-In under the Promotion. Customer will hold to the Similar Product, until the new unit is received to avoid any lapses in services. Once the similar product is received by Sponsor, Sponsor will conduct a Fair Market Value (“FMV”) assessment of the Similar Product. FMV has been established to be 20% discount for trade-ins, for a product in the same product category.
- “*Similar Product*” means any product from another vendor with similar application to a Fluke Biomedical product. In order to qualify for the Trade-In under the Promotion, the Similar Product must have an application that is similar to the Replacement Product that will replace it. For example, if the customer is trading in an electrical safety analyzer from a brand other than Fluke, it must be traded-in for a Fluke Biomedical Electrical Safety Analyzer. Sponsor shall determine the appropriate Replacement Product based on the brand, model, and serial number of the Similar Product provided.

2. Eligibility:

For purposes of this Promotion, a customer must be inside the United States of America jurisdiction. The Promotion is not offered in countries or jurisdictions where this Promotion is prohibited by law.

The customer will receive the Discount off the list price for the Replacement Product from a Fluke Health Solutions representative or authorized distributor during the Promotion Period. See the list of authorized distributors at <http://www.flukebiomedical.com/Biomedical/usen/wheretobuy>.

Employees, directors and officers of Sponsor, its parent companies, affiliated companies, subsidiaries, distributors, representatives, and those persons’ immediate families (parents, siblings, children and spouse) and persons living in the same household (whether related or not) are not eligible to participate in the Promotion. Further, no employees, officers, directors, representatives or agents of distributors or competing tool manufacturers are eligible to participate in the Promotion.

3. Promotion Period:

In order to qualify for the Promotion, the customer must purchase the Replacement Product during the Promotion Period, which starts at 12:00 AM US Pacific Time on August 8, 2022 and ends at 11:59 PM US Pacific Time on December 16, 2022 (the “Promotion Period”). US Pacific Time shall control for all purposes of the Promotion.

The customer's invoice/receipt must show the date of purchase of the Replacement Product, which must fall within the Promotion Period. Sponsor's computer shall be the official time-keeping device for the Promotion. The Promotion is only valid on purchase(s) made during the Promotion Period.

4. Other Restrictions and Limitations of the Promotion:

Each Similar Product traded-in will be eligible for one Discount on its respective Replacement Product. *In no event will an Similar Product qualify for more than one application of the Discount.*

The Promotion is only available as a discount to applicable list prices of the Replacement Product. The Discount available under the Promotion cannot be used in conjunction with any contract or special pricing, or be combined with any other discounts, coupons, credits, rebates or other special offers from the Sponsor. The Discount available under the Promotion cannot be transferred or otherwise redeemed for alternative products, services or credits except as expressly authorized in these Promotion terms and conditions.

Documentation submitted to participate in the Promotion must be submitted by email or fax to the Fluke Health Solutions representative or authorized distributor at the time a purchase order for the Replacement Product is submitted. Some import restrictions may apply; check with a Fluke Health Solutions representative or authorized distributor for availability.

The customer and all materials submitted to Sponsor or a Fluke Health Solutions representative or authorize distributor in connection with the Promotion are subject to verification and audit by Sponsor, in its sole and absolute discretion. Any materials submitted in connection with the Promotion that do not comply with any aspect of these Promotion terms and conditions may be rejected by Sponsor in its sole and absolute discretion, and the customer may be disqualified from participating in the Promotion.

5. Instructions on How to Participate in the Promotion:

In order to receive the Discount, all eligible customers must follow the process stated below:

- a. Contact a Fluke Health Solutions representative or authorized distributor and provide the serial number of the Old Product to be traded-in; **or**, a Similar Product is being traded, contact a Fluke Health Solutions representative or authorized distributor and provide the brand, model, and serial number of the Similar Product. The quote will include:
 - The promo code “**FBC_FBC_AMR_2022_Trade-in-20_Promo**”;
 - Brand, model, and serial number of the Similar Product eligible for the Promotion;
 - Availability of the Discount on the Replacement Product; and
 - The timeframe during which the Discount is available.
- b. Upon Order, an RMA will be issued to send the Similar Product to Sponsor or to the Fluke Health Solutions representative or authorized distributor, who will send it to Sponsor within 30 days. Sponsor or Fluke Health Solutions representative or authorized distributor will not be responsible for any postal fees or costs of Similar Product return. If the customer sends the Similar Product to Sponsor, it can be sent to the following address: 6920 Seaway Boulevard, Everett, WA 98203.

The shipping receipt and tracking information must be submitted to the Fluke Health Solutions representative or authorized distributor as proof of shipment.

6. Disclaimer:

Sponsor and each of its parent companies, subsidiaries, and affiliates, and each of their respective directors, officers, professional advisors, distributors, representatives, employees and agents (collectively, the “Released Parties”) will not be responsible or have any liability for: (a) any late, lost, misrouted, garbled or distorted or damaged communications, transmissions or redemption requests related to the Promotion; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures related to the Promotion; (c) any Promotion disruptions, injuries, losses or damages caused by events beyond the control of Sponsor or by non-authorized human or other intervention; or (d) any printing or typographical errors in any materials associated with the Promotion.

All discounts provided under the Promotion are intended to comply with the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by 42 C.F.R. Section 1001.952(h) (the Anti-Kickback Statute discount safe harbor regulations) or other applicable laws and regulations, the customer must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all discounts provided under the Promotion, and upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, must make available information provided to the customer by Sponsor concerning the discounts.

7. Release of Liability and Indemnification:

Except where otherwise prohibited by law, by participating in the Promotion, the customer releases and agrees to indemnify and hold harmless each Released Party from any liability, obligation, injury, claim, suit, action, cost, expense, loss or damage of any kind, including any tax liability or loss of opportunity, whether direct, indirect, special, incidental or consequential, that may be imposed on, asserted against or incurred by such Released Party that arise out of or relate in any way to the Promotion and the offers made hereunder, including, but not limited to, where arising out of or relating to the following: (a) any technical difficulties or equipment malfunction (whether or not under Sponsor’s control); (b) any theft, unauthorized access or third party interference; (c) any redemption request that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Sponsor, and whether or not in Sponsor’s control); (d) any damages due to the operation of the postal service; (e) any variation in product value to that stated in these Promotion terms and conditions; (f) any tax liability incurred by participant; or (g) use or misuse of the products offered under the Promotion.

8. Miscellaneous:

The Promotion and these terms and conditions will be governed, construed and interpreted under the laws of the Sponsor entity authorized to transact in the country or territory where the customer is located without applying any conflicts or choice of law provisions under such law that might refer the construction or interpretation of any term hereof to the laws of any other territory or jurisdiction and any action brought regarding the Promotion and these terms and conditions may only be brought in the national, state or federal courts of such country or territory, and each party to such action expressly consents to jurisdiction of those courts. If any provision of these terms and conditions is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of these terms and conditions remain legal and enforceable, the remainder of these terms and conditions shall remain operative and binding.

The customer is bound by these terms and conditions and by the decisions of Sponsor, which are final and binding in all respects. To the extent permitted by law, Sponsor reserves the right to change these terms and conditions at any time, including but not limited to adding, removing and modifying Products or any services on the product list, in its sole and absolute discretion, and to suspend or cancel the Promotion or any customer’s participation in the Promotion should computer viruses, unauthorized human intervention or other causes beyond Sponsor’s control affect the administration, security or conduct of the Promotion, Sponsor otherwise becomes (as determined in its sole and absolute discretion) incapable of conducting the Promotion as planned, or for any other reason determined by Sponsor to be appropriate in its sole and absolute discretion.

These terms and conditions constitute the entire agreement governing the Promotion and binding the customer, and no other agreement, verbal or otherwise, shall be binding regarding the Promotion unless it is in writing and signed by Sponsor. In case of any conflict or inconsistency between any other document relating to the Promotion and these terms and conditions, these terms and conditions shall control. To the maximum extent provided by law, no waiver of any provision of these terms and conditions will be implied from any course of dealings between the customer and Sponsor or from any failure by the customer or Sponsor to assert its rights hereunder on any occasion or a series of occasions.

Any customer who violates these terms and conditions, violates any law, rule or regulation in connection with participation in the Promotion, tampers with the operation of the Promotion, or engages in any conduct that is detrimental or unfair to Sponsor, the Promotion or any other participant (in each case as determined in Sponsor's sole and absolute discretion) are subject to disqualification from participation in the Promotion and all other rights and remedies available under the law.

Sponsor's use of the customer's personal information provided to Sponsor is subject to Sponsor's Privacy Policy (available at <http://en-us.fluke.com/site/privacy>). If you have any questions about these terms and conditions or the Promotion, please email them to info@fluke.com or send written questions to the address, Attn: Fluke Biomedical, Fluke Corporation, 6920 Seaway Boulevard, M/S 208A , Everett, WA 98203.

9. Sponsor's Address Information:

Fluke Electronics Corporation and Fluke Corporation, 6920 Seaway Boulevard, Everett, WA 98203.

10. Copyright and Trademark Notices:

The Promotion and all accompanying materials are copyright © 2020 by Fluke Corporation. All rights reserved. FLUKE is a registered trademark of Fluke Corporation.

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Appendix A

As part of this promotion (the “Promotion”), during the Promotion Period, eligible customers who meet all of the requirements as set forth in these terms and conditions of the Promotion are eligible to receive a discount on replacement product as further described below. Under the Promotion, eligible end user customers of Fluke Electronics Corporation (“Sponsor”), in each case transacting under the Fluke Biomedical brand, may Trade-In any Fluke Biomedical Old Product or Similar Product and receive the discount specified below (the “Discount”) off the list price applicable to the customer for a Fluke Biomedical replacement product (“Replacement Product”).

For the purposes of this Promotion, each Old Product or Similar Product traded-in will be eligible for one Discount on its respective Replacement Product. In no event will an Old Product or Similar Product qualify for more than one application of the Discount. Discount structure is provided in Table A.

List of Replacement Products eligible for Discount under this Promotion is available in Table A.

Promo Code: **FBC_FBC_NA_2022_Trade-in-20_Promo**

Table A

Item #	Model	Discount
3979409	ProSim 8	20%
5238495	ProSim 8 + SPOT	20%
4920340	VT650	20%
5067887	VT650 W/ ACCULUNG	20%
4962481	VT650/ACCULUNGII	20%
5014711	VT900A	20%
5014727	VT900A + VAPOR	20%
5014730	VT900A/ACCULUNG II	20%
5067868	VT900A/VAPOR/ACCU II	20%
5034254	VT900A W/ACCULUNG	20%
5067879	VT900A/VAPOR/ACCU	20%
5080588	RAYSAFE X2 CT	20%
5080574	RAYSAFE X2 CT, MAS	20%
5080714	RAYSAFE X2 LIGHT	20%
5080706	RAYSAFE X2 LIGHT, MAS	20%
5080542	RAYSAFE X2 MAM	20%
5080563	RAYSAFE X2 MAM DOSE	20%
5080556	RAYSAFE X2 MAM DOSE, MAS	20%
5080539	RAYSAFE X2 MAM, MAS	20%
5080640	RAYSAFE X2 PRESTIGE R/F, M, C, L	20%
5080633	RAYSAFE X2 PRESTIGE R/F, M, C, L, MAS	20%
5080750	RAYSAFE X2 PRESTIGE R/F, M, C, S	20%

5080745	RAYSAFE X2 PRESTIGE R/F, M, C, S, MAS	20%
5080777	RAYSAFE X2 PRESTIGE R/F, M, L, S	20%
5080761	RAYSAFE X2 PRESTIGE R/F, M, L, S, MAS	20%
5080521	RAYSAFE X2 R/F	20%
5080602	RAYSAFE X2 R/F, MAM	20%
5080625	RAYSAFE X2 R/F, MAM DOSE	20%
5080616	RAYSAFE X2 R/F, MAM DOSE, MAS	20%
5080595	RAYSAFE X2 R/F, MAM, MAS	20%
5080517	RAYSAFE X2 R/F, MAS	20%
5080738	RAYSAFE X2 SURVEY	20%
5080723	RAYSAFE X2 SURVEY, MAS	20%
5307103	RAYSAFE X2 VOLT	20%
5307115	RAYSAFE X2 VOLT, MAS	20%
5014709	VAPOR Anesthesia Tester	20%
4559158	RAYSAFE X2 CT SENSOR	20%
4559164	RAYSAFE X2 LIGHT SENSOR	20%
4673386	RAYSAFE X2 SURVEY SENSOR	20%