

FBC_RSF_AMR_JUN-DEC_2020_452-TRADE-UP_OTHER
Customers in United States and U.S. Jurisdiction

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 15% discount on replacement product as further described below. Under the Promotion, eligible customers of Fluke Electronics Corporation in the United States and of Fluke Corporation or its other affiliates outside the United States (collectively, “Sponsor”), in each case transacting under the Fluke brand, may Trade-In any Fluke Biomedical, RaySafe, or competitive radiation survey meter and receive a 15% discount off the list price applicable to the customer for a Fluke Biomedical RaySafe 452 Radiation Survey Meter 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 Old or Similar Product to Sponsor, or send the Old or Similar Product to an authorized Fluke Health Solutions representative or distributor, who will send the Old or Similar Product to Sponsor. Sponsor reserves the right in its sole and absolute discretion to determine whether any Old or Similar Product qualifies for Trade-In under the Promotion.
- “*Old Product*” means all Fluke Biomedical and RaySafe products. The Old Product must be traded-in for the Replacement Product with a similar application. For example, an old Fluke Radiation Survey must be traded-in for a replacement Fluke Biomedical RaySafe Radiation Survey Meter.
- “*Similar Product*” means any product from another vendor with similar application to a Fluke Biomedical or Raysafe 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 Health Solutions, 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 or otherwise subject to United States jurisdiction. The Promotion is offered in all jurisdictions in which Fluke Biomedical or RaySafe products are sold, except for those jurisdictions where this Promotion is prohibited by law.

The customer will receive 15% off the list price, applicable in the relevant region, for the Replacement Product from a Fluke Health Solutions representative or distributor in the United States 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 June 15, 2020 and ends at 11:59 PM US Pacific Time on December 15, 2020 (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 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 Old Product or Similar Product traded-in will be eligible for one 15% discount on its respective Replacement Product. *In no event will an Old Product or Similar Product qualify for more than one 15% discount.*

The Promotion is only available as a discount to applicable list prices of the Replacement Product. The customer may not use the discount available under the Promotion in conjunction with any contract or special pricing. 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 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 distributor for availability.

The customer and all materials submitted to Sponsor or a Fluke Health Solutions representative or 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 15% off list price of the Replacement Product, all eligible customers must follow the process stated below:

- a. Contact a Fluke Health Solutions representative or distributor and provide the serial number of the Old Product to be traded-in; *or*, if the customer is trading in a Similar Product, the customer must contact a Fluke Health Solutions representative or distributor and provide the brand, model, and serial number of the Similar Product.

- b. Upon receipt of product information from the Fluke Health Solutions representative or distributor, Sponsor will then issue a product quote for the Replacement Product and send it to the Fluke Health Solutions representative or distributor, who will issue it to the customer. The quote will include:
- The promo code "FBC_RSF_AMR_JUN-DEC_2020_452-TRADE-UP_OTHER";
 - Serial number of the Old Product, or brand, model, and serial number of the Similar Product eligible for the Promotion;
 - Availability of the 15% discount on the Replacement Product; and
 - The timeframe during which the discount is available.
- c. When the customer's purchase order is received Sponsor's order management team will provide an RMA to bring or send the Old or Similar Product to Sponsor or to the Fluke Health Solutions representative or distributor, who will send it to Sponsor. Sponsor or Fluke Health Solutions representative or distributor will not be responsible for any postal fees or costs of Old Product or Similar Product return. If the customer sends the Old or Similar Product to Sponsor, it can be sent to the following address:
- Fluke Biomedical
28775 Aurora Rd
Cleveland OH 44139

The shipping receipt can be submitted to the Fluke Health Solutions representative or 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 State of Washington, USA 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 jurisdiction. Any action brought regarding the Promotion and these terms and conditions may only be brought in the state or federal courts located in the State of Washington, 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, 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: Barbara Hanson: 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 © 2017 by Fluke Corporation. All rights reserved. FLUKE is a registered trademark of Fluke Corporation.