

Service Commitment Promotion

TERMS AND CONDITIONS

1. Promotion Description

Eligible customers who participate in this Service Commitment Promotion (the “Promotion”) during the Promotion Period (as defined in Section 3) and meet all the requirements as set forth in these terms and conditions of the Promotion are eligible to receive a service turnaround time commitment or a discount as further described below.

Under the Promotion, eligible customers of Fluke Health Solutions, a division of Fluke Electronics Corporation in the United States and Fluke Corporation or its other affiliates outside of the United States (collectively, “Sponsor”), who want to get on-demand calibration service for qualifying Fluke Health Solutions Product (as further described below) from Fluke Health’s Glenwood service lab will receive a turnaround time commitment or a discount (as further described below).

For on-demand calibration services for the Qualifying Fluke Health Solutions Products below, we promise a turnaround time of 5 business days. If we do not meet the turnaround time commitment of 5 business days, we will give you a 25% discount for the on-demand calibration service. If we exceed 9 business days of turnaround time, we will give you the on-demand calibration at no cost. Promotion only applies to customers residing in the United States and Canada, and to products being shipped to and from United States and Canada addresses.

For purposes of the Promotion, the term “Qualifying Fluke Health Solutions Product” means only the Fluke Health Solutions brand items listed in the chart below:

Units Included in Promotion
Prosim (2, 3, 4, 8 with or without Spot) Patient Monitor Simulators
SPOT Light Pulse Oximeter Analyzer
VT900 / VT900A Gas Flow Analyzers Ventilator Testers
ESA 09, 6612-US, 614, 615, 620 Electrical Safety Analyzers
Impulse 7000, 7010, 6000 Defibrillator Analyzers and AED Testers
INCU II (BT and no BT) Incubator Testers
DPM 1B, 2+, 4 Digital Pressure Meters
IDA 5/1, 5/2, 5/4, 1-S Infusion Pump Analyzers
QA-ES MK III Electrosurgical Tester and Analyzer
451B Radiation Survey Meter
451P Pressurized Radiation Detector
990 and 993 with probe Advance Survey Meter

Turnaround time (TAT) will be defined as the number of business days between registration of your RMA (return material authorization) in the calibration intake RMA system after the unit arrives at the Glenwood service lab and date of shipping of the product back to the customer, as evidenced by the return postmark date. If product is delayed in shipping or at the user’s facility that does not fall into the turnaround time definition. If product calibration is delayed due to payment or purchase order issues, this special offer does not apply.

2. Eligibility

To be eligible for the Promotion, a customer must be located in the United States or Canada.

This Promotion is only for on-demand calibrations.

The following are ineligible for this Promotion:

- Customers located outside the United States or Canada are not eligible for this promotion.
- This promotion does not include calibration that requires shipping into or out of the United States or Canada.
- This Promotion is not applicable for repair requests or calibration requests that turn into repair.
- This Promotion will not apply for 451P products sent in where the ion chamber needs to be replaced.
- This Promotion is not applicable to care plan customers. While we will strive to hit the 5 day turnaround time for all customers, care plan customers do not qualify for this Promotion.
- For applicable products all accessories / units / parts (like pucks, probes, etc.) also need to be sent back for calibration. This Promotion will not be applicable if a such a product is not received with all its accessories, units, and parts.
- This Promotion is only valid if the customer has cleared payment. If due to any reasons, product is sitting in hold due to payment issues, this Promotion will not apply.
- If there are multiple units on an RMA and there is a mix of eligible and non-eligible units on the same RMA, this promotion only applies to the eligible units.

Only customers that are end-users and use the Qualifying Fluke Health Solutions Products for their own purposes are eligible to participate in the Promotion. Distributors, resellers, sales representatives, and similar parties are expressly excluded from participation in the Promotion.

Employees, directors and officers of the 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 government entities, including government owned or controlled companies are eligible to participate in the Promotion.

3. Promotion Period

In order to qualify for the Promotion, an eligible customer must request an RMA during the Promotion Period, which starts at 12:00 AM PST on July 15 2020 and ends at 11:59 PM PST on October 14, 2020 (the "Promotion Period"). Pacific Standard Time (PST) shall control for all purposes of the Promotion.

4. Instructions on How to Participate in the Promotion

In order to receive the Promotion under the Promotion, all eligible customers must follow the process stated below during the Promotion Period.

To receive the Promotion, request an RMA online on <https://www.flukebiomedical.com/services/fluke-biomedical-calibration-repair-services>, over the phone for the select products in the list during the promotional products, or by emailing globalcal@flukebiomedical.com.

The Promotion is only valid if you request a calibration from Fluke Biomedical.

5. Restrictions and Limitations of the Promotion

The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. The Promotion is also void in the United States territories and possessions and all other countries.

Products that are not eligible include, without limitation: Any products not listed in Section 1 of these Promotion terms and conditions above.

Any on-demand calibrations requested by customers on products in addition to the ones in the Qualifying Fluke Health Solutions Products will be at the full sale price.

The Promotion cannot be combined with any other discounts, coupons, credits, rebates or other special offers from the Sponsor applicable to the purchase of the Qualifying Fluke Health Solutions Product.

No cash substitutes are allowed for any reason.

6. **Disclaimer**

Sponsor and each of its parent companies, subsidiaries, and affiliates, and each of their respective directors, officers, equity owners, 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 requests; (b) telephone, electronic, hardware, software, network, Internet, or other computer or communications related malfunctions or failures; (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.

Sponsor and the Released Parties are not responsible for: (a) authorized distributors that do not participate in the Promotion; (b) participating authorized distributors that sell products at the price they determine; or (c) participating authorized distributors mishandling transactions and/or shipments of product.

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. **Limitation of Liability**

Except where otherwise prohibited by law, by participating in the Promotion, you release and agree 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 this Promotion, 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

promotion value to that stated in these 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 technical failures, computer viruses, fraud, human error, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security, proper functioning, integrity or conduct of the Promotion, Sponsor otherwise becomes (as determined in Sponsor's 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 documents 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. Eligibility to participate in the Promotion is non-transferable and non-assignable.

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 unsportsmanlike, disruptive, or 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 & Conditions or the Promotion, please email them to barbara.hanson@fluke.com or send written questions to the address: Attn: Barbara Hanson: Fluke Electronics Corporation, PO Box 9090 Everett WA 98203.

9. **Sponsor's Address Information**

Fluke Electronics Corporation or Fluke Corporation
PO Box 9090
Everett WA 98203

10. **Copyright Notice**

The Promotion and all accompanying materials, including these Terms & Conditions, are copyright © 2017 by Fluke Corporation. All rights reserved.