

FRS-Trade-In 2023

Terms and Conditions

1. **Overview.** Under this Trade-In program (the “**Program**”), during the “Program Period” (defined in Section 4 below), eligible customers of Fluke Reliability, may trade in PRÜFTECHNIK products specified under Section 5 below or comparable third-party manufacturer products (“**Eligible Products**”) in order to receive up to 20% off the applicable local list price when purchasing replacement new PRÜFTECHNIK devices specified in Section 5. Discounts and sales to be done by Fluke Reliability sales staff.

The discount available under the Program may not be combined with any other offer or redeemed for alternate products, services, cash, or credits except as expressly authorized in these Terms and Conditions.

2. **Eligibility.** The Program is void where prohibited by law. The Program is open only to end user customers based in Germany, UK, Italy, Poland, France, Spain, Turkey, the Netherlands, United Arab Emirates, Singapore or Indonesia and, if the end user is an individual, he/she must be at least 18 years of age. Only customers that are end-users and use the Eligible Products (defined in Section 5 below) for their own business purposes are eligible to participate in the Program. 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 Program. Further, no employees, officers, directors, or representatives or agents of distributors or competing tool manufacturers are eligible to participate in the Program.
3. **Disclaimer.** Sponsor and each of its parent companies, subsidiaries, and affiliates, and their respective directors, officers, professional advisors, 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 transmissions or purchase requests; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures beyond Sponsor or the Released Parties reasonable control; (c) any Program disruptions, injuries, losses or damages caused by events beyond the reasonable control of Sponsor or by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Program.
4. **Program Period.** The Program starts at 7:00 a.m. CET on Monday, April 21 and ends at 11:59 p.m. CET on Monday, July 31, 2023 (the “**Program Period.**”)
5. **Program Period for Indonesia and Singapore:** The Program period for Condition Monitoring tools starts at 7:00 a.m. CET on Monday, April 1st and ends at 11:59 to 30th September. The program period for Alignment Tools starts at 7:00 a.m. CET on Friday, April 1st and ends at 11:59 to 31st December. The program period for Singapore starts 7:00 a.m. CET on Monday; 1st January and ends at 11:59 to 31st December.

6. **Program Details.**

The products in the table below are eligible to be traded in under the Program for the specified savings from current list price:

Trade in this Product (“Eligible Products”)	Purchase This Product	Savings
Pruftechnik systems VibScanner, VibScanner EX, ShaftAlign/Aligneo, OptAlign Plus, OptAlign Plus	new VibXpert 2, VibScanner 2, VibScanner 2 EX *, VibXpert	up to 20%* off the applicable local list price.

EX, SmartAlign, OptAlign smart, OptAlign Smart RS5, RotAlign, RotAlign Pro, RotAlign Ultra, RotAlign Ultra II, RotAlign Ultra iS <u>or</u> comparable third party manufacturer products	EX, RotAlign Touch, RotAlign Touch EX, OptAlign Touch or ShaftAlign. *VibScanner 2Ex not available for Indonesia	*UAE is up to 15%
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To complete your trade-in of an Eligible product, follow the following instructions:

- a. Send an email to your Fluke Reliability sales representative with the following information:
 - o Product name and series number to trade;
 - o Product of interest to buy;
 - o Contact info: name, company, email, and phone

You will receive a call back and/or email with a quote and further information on next steps.
- b. Include this promo code on your purchase order: FRS-Trade-In 2023
- c. Place your purchase order value at the quoted list price and reflect the appropriate discount given to you.
- d. When Sponsor receives the order, we may issue a Return Material Authorization (“**RMA**”) for the return of your trade-in product or ask you to send in a picture showing that the Eligible Product was destroyed.
- e. If required, you must return your trade-in product within six weeks following dispatch of the new product in exchange for the trade-in discount. If you fail to do so, you will be charged the discount percentage or amount that we have provided to you under the Program. To return the trade-in product, write the RMA number on the shipping carton and ship to the address specified in the RMA or, if nothing is specified there, to your local Fluke Reliability sales representative.

The decision whether a trade-in product qualifies as an Eligible Product under the Program is at the sole and absolute discretion of Sponsor. The trade-in product does not have to be in working condition. All instruments returned as a trade-in under this Program become the property of Sponsor. All costs, taxes, customs duties, fees and expenses associated with a customer’s participation in the Program, including shipping and handling of trade-in products, are the responsibility of the customer. Any taxes/fees are the responsibility of the recipient.

7. **Release of Liability; Indemnification.** 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 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 and the discounts offered thereunder, 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 Qualifying Purchase request that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Sponsor) beyond the reasonable control of Sponsor; (d) any damages due to the operation of the postal service; (e) any tax liability incurred by participant; and (f) use or misuse of the discounted product or free gift with purchase.

8. **Intellectual Property Notice.** The Program and all accompanying materials, including these Terms & Conditions, are copyright © 2023 by Fluke Corporation and its affiliated legal entities. All rights reserved.
9. **Miscellaneous.** The Program and these Terms & Conditions will be governed, construed and interpreted under the laws of the [insert country of incorporation of Sponsor] without applying any conflicts or choice of law provisions under such law that might refer the interpretation or any term thereof to the laws of any other jurisdiction. Participants are bound by these Terms & Conditions and by the decisions of Sponsor, which are final and binding in all respects. To the fullest extent permitted by applicable law, Sponsor reserves the right to change these Terms & Conditions at any time, in its sole discretion, and to suspend or cancel the Program or any person’s participation in the Program should computer viruses, unauthorized human intervention or other causes beyond Sponsor’s reasonable control affect the administration, security or conduct of the Program, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of conducting the Program as planned, or for any other reason determined by Sponsor to be appropriate in its discretion.

Participants who violate these Terms & Conditions, violate any law, rule or regulation in connection with participation in the Program, tamper with the operation of the Program or any controller(s) offered hereunder, or engage in any conduct that is detrimental or unfair to Sponsor, the Program or any other participant (in each case as determined in Sponsor’s sole discretion) are subject to disqualification from participation in the Program. If you have any questions about these Terms & Conditions or the Program, please and send email to salesupport.frs@fluke.com.

10. **Sponsor’s address information:**

Country	Legal Entity
France	Fluke France S.A.S., 20 Allee des Erables, Batiment A, 93420, Villepinte, France
Germany	Fluke Deutschland GmbH, Freisinger Str. 34, 85737 Ismaning, Deutschland
Indonesia	PT. Prüftechnik Condition Monitoring Indonesia South Quarte Building Tower A, Unit E, 15 th FL, Jl. RA Kartini, Cilandak Barat, Jakarta Selatan, 12430, Indonesia
Italy	Prüftechnik S.R.L., Via de Nicola 12/E, MI 20090, Cesano Boscone, Italy
Netherlands and the UAE	Fluke Europe B.V., BIC 1, 5657 BX, Eindhoven, Netherlands
Poland	Prüftechnik-Wibrem sp.z.o.o and Prüftechnik Technology sp.zo.o, UL. Tyniecka 17, Wroclaw 52407
Singapore	Fluke South East Asia Pte Ltd, 1 Clementi Loop, #06-02/03/04, Singapore 129808, 129808, Singapore
Spain	Prüftechnik, S.L., Calle Frederic Mompou 4B 1º 2ª, Sant Just Desvern, 08960, Barcelona, Spain

Turkey	PRÜFTECHNIK Proaktif Bakim Teknolojileri Ve Hizmetleri Sanayi Ve Ticaret Limited Sirketi, Atatürk Mah., 3.Cadde No.1/2, 34758 Atasehir, Istanbul, Turkey
UK	Fluke UK Ltd, 52 Hurricane Way, Norwich, NR6 6JB, UK