

FRS-Trade-In-Fall-2023-Promo

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, a group within Fluke Electronics Corporation and/or Fluke Electronics Limited Partnership (“**Sponsor**”), may trade-in any Fluke Reliability Old or Similar Product (as defined below) and specified in Section 5 below to receive up to 20% off a new shaft alignment tool (“**New Product**”) directly from Fluke Reliability in the United States or Canada.

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.

“**Old Product**” means all Fluke Reliability shaft alignment, geometric, or condition monitoring tools. The Old Product must be traded-in for a New Product.

“**Similar Product**” means any product from another vendor with similar application to Fluke Reliability Shaft Alignment, Geometric, or Condition Monitoring tools. In order to qualify for the trade-in under the Program, the Similar Product must have an application that is similar to the product that will replace it.

2. Eligibility

The Program is void where prohibited by law. The Program is open only to customers located inside one of the 50 states of the United States, the District of Columbia, or Canada, and must be at least 18 years of age. Only customers that are end-users and use the Eligible Products (defined below) for their own purposes are eligible to participate in the Program. Distributors, resellers, and similar parties are expressly excluded from participating in the Program for their own benefit. 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 Program. Further, no employees, officers, directors, representatives or agents of (i) government entities, including government owned or controlled companies, (ii) distributors or (iii) 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 8:00 a.m. PST on Friday, September 1, 2023, and ends at 11:00 p.m. PST on December 22, 2023 (the “**Program Period**”). Pacific Standard Time (PST) shall control for all purposes of the Program.

5. Program Details

The Old and Similar Products (together “*Eligible Products*”) are eligible to be traded in under the Program for the specified savings from current list price:

Eligible Products	New Product & Savings
AT-100 AT-200 Fixturlaser Fixturlaser EXO Fixturlaser NXA Pro Fixturlaser RT-300 Fixturlaser NXA Ultimate Fixturlaser EVO Fixturlaser ECO Fixturlaser Laser Kit Fixturlaser OLR2 Fixturlaser AT-010 Run-Out Probe Fixturlaser Level Fixturlaser PAT Fixturlaser ACOEM SMC with EX version Fixturlaser D80 BTA Easy-Laser D150 BTA Easy-Laser D160 BTA Easy-Laser D200 BTA Easy-Laser E170 BTA Easy-Laser E180 BTA Easy-Laser D130 BTA Ex Easy-Laser D450 Shaft Easy-Laser E420 Shaft Easy-Laser D550 Shaft Easy-Laser D480 Shaft Easy-Laser E530 Shaft Easy-Laser E540 Shaft Easy-Laser D505 Shaft Easy-Laser D525 Shaft Easy-Laser D525B Shaft Easy-Laser E720 Shaft Easy-Laser D600 Machine Easy-Laser D640 Machine tool Easy-Laser E940 Machine tool Easy-Laser D630 Extruder Easy-Laser D650 Linebore Easy-Laser D652 Linebore Easy-Laser D660 Turbine Easy-Laser D662 Turbine Easy-Laser D663 Turbine Easy-Laser D664 Turbine Easy-Laser D670 Parallelism Easy-Laser	Rotalign – 20% Rotalign EX – 20% Optalign – 20% VibXpert II – 20%

<p>E975 Roll alignment Easy-Laser D800 Machine Spin Easy-Laser E285 Vibrometer probe Easy-Laser ENTEK IRD XT770-Dot laser Easy-Laser XT660-Dot laser Easy-Laser XT550-Ex Easy-Laser XT440-Line laser Easy-Laser E710-Dot laser Easy-Laser XT-980 Easy-Laser E980 Easy-Laser E970 Easy-Laser E960 Easy-Laser E950 Easy-Laser E930 Easy-Laser E920 Easy-Laser E915 Easy-Laser E910 Easy-Laser XT190 - BTA Digital Easy-Laser D90 - BTA Easy-Laser XT290 - Digital Level Easy-Laser XT280 - Vibrometer Easy-Laser E290 Digital Level Easy-Laser XT Laser Transmitters Easy-Laser Optalign plus Optalign plus EX Optalign smart Optalign smart RS5 or RS5-BT Rotalign Rotalign pro Rotalign ultra 1 Rotalign ultra 2 Rotalign ultra iS</p>	
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To complete your trade-in of an Eligible Product, complete the following steps:

- a) Include the promo code provided to you on your purchase order. **FRS Trade-In Fall 2023**
- b) Place your purchase order value at the quoted list price that reflects the appropriate discount. Your Fluke sales representative will assist you with price quotations.
- c) You must provide proof of discontinuance, destruction of the product including the serial number or, return your trade-in product within six weeks following delivery of the new product being received in exchange for the trade-in. To return the trade-in product, write the sales order number on the shipping carton and ship to:
 - For USA: Fluke Electronics Corporation, ATT: FRS Trade-In Fall 2023 Promo, 3181 N Bay Village Ct, Bonita Springs, FL 34135.
 - For Canada: Fluke Electronics Limited Partnership, ATT: FRS Trade-In Fall 2023 Promo, 4406 Luis-B-Mayer, Laval, Quebec, H7P-0G1.

The decision whether a trade-in product qualifies as an Eligible Product under the Program is at the sole and absolute discretion of Sponsor. All instruments returned as a trade-in under this Program become the property of Fluke Electronics Corporation / Fluke Electronics Limited Partnership. 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.

6. Restrictions and Limitations of the Program

The Program is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. The Program is also void in the United States territories and possessions and all other countries except the United States and Canada. Products that are not eligible include, without limitation, products not associated with vibration or alignment.

Each customer is limited to a discount of up to 20% on one (1) New Product for every one (1) Eligible Product traded in.

The Program cannot be combined with any other discounts, coupons, credits, rebates or other special offers from the Sponsor applicable to the purchase of Eligible Product. No cash substitutes are allowed for any reason.

7. Release of Liability; Indemnification

To the maximum extent permitted by applicable law, by participating in the Program, 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 Program and the products offered 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 entry 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 or any courier; (e) any tax liability incurred by participant; or (f) use or misuse of the products offered under the Program.

8. Miscellaneous

The Program 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 Program 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 Program or any customer's participation in the Program 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 Program, Sponsor otherwise becomes (as determined in its sole and absolute discretion) incapable of conducting the Program 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 Program and binding the customer, and no other agreement, verbal or otherwise, shall be binding regarding the Program unless it is in writing and signed by Sponsor. In case of any conflict or inconsistency between any other documents relating to the Program 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 Program 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 Program, tampers with the operation of the Program, or engages in any conduct that is unsportsmanlike, disruptive, or detrimental or unfair to Sponsor, the Program or any other participant (in each case as determined in Sponsor's sole and absolute discretion) are subject to disqualification from participation in the Program 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 Program, please email them to usa@pruftechnik.com or send written questions to: Fluke Reliability, 3181 N Bay Village Ct, Bonita Springs, FL 34135

9. Sponsor's Address Information

Fluke Electronics Corporation, 6920 Seaway Blvd., Everett, WA 98203

Fluke Electronics Limited Partnership, 400 Britannia Road, Unit 1, Mississauga ON L4Z 1X9, Canada

10. Copyright Notice

The Program and all accompanying materials, including these terms and conditions, are copyright © 2023 by Fluke Corporation. All rights reserved.