Trade-In Promotion

TERMS AND CONDITIONS

1. Overview

Under this trade-in and trade-up program (the "*Program*"), during the "Program Period" (defined in Section 4 below), eligible customers, partners, distributors, resellers or similar parties of Fluke Reliability, a group within Fluke Electronics Corporation and/or Fluke Electronics Limited Partnership ("*Sponsor*"), may trade-in any Fluke Electronics Old or Similar Product (as defined below) and specified in Section 5 below to receive up to 15% off a new shaft alignment, geometric, or condition monitoring tool ("New Product") from Fluke Electronics 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 Electronics 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 Promotion, 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 companies located inside one of the 50 states of the United States, the District of Columbia, or Canada. Persons must be at least 18 years of age. Distributors, resellers, and similar parties within the United States & Canada are eligible to participate in the Program. 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 PST on Thursday, March 9, 2023, and ends at 5:00 p.m. PST on December 15, 2023 (the "*Program Period*"). Pacific Standard Time (PST) shall control for all purposes of the Program.

5. Program Details

Eligible Products	New Product & Savings
AT-100	Rotalign – 15%
AT-200 Fixturlaser	Rotalign EX – 15%
Fixturlaser EXO Fixturlaser	Optalign – 10% Levalign – 10%
NXA Pro Fixturlaser	Shaftalign – 5%
RT-300 Fixturlaser	Pullalign – 10%
NXA Ultimate Fixturlaser	Vibscanner 2 – 5%
EVO Fixturlaser	Vibguard -15%
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	

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:

E975 Roll alignment Easy-Laser
D800 Machine Spin Easy-Laser
E285 Vibrometer probe Easy-Laser
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
TKBA 10 SKF
TKBA 20 SKF
TKBA 40 SKF
TKSA 11 SKF
TKSA 31 SKF
TKSA 41 SKF
TKSA 51 SKF
TKSA 71 SKF
L-700 Lathe Hamar
L-702SP 5 Axis Hamar
L-703 Hamar L-705 Hamar
L-705 Hamar
L-708 Hamar
L-700 Hamar
L-732 Hamar
L-733 Hamar
L-740 Hamar
L-742 Hamar
1-743 Hamar
X-660 Hamar
X-770 Hamar
X-880 Hamar
X-990 Hamar

2120 CSI	
2130 CSI	
2140 CSI	
2600 CSI	
VibWorks BetaVibe	
Cortex BetaVibe	
6400 PA Perfomance Analyzer Windrock	
6400 MA Maintenance Analyzer Windrock	
6400 CA Combustion Analyzer Windrock	
6400 VA Vibration Analyzer Windrock	
6400 Diesel Analyzer Windrock	
6400 DA Dual-Channel Diesel Analyzer Windrock	
6400 DA1 Single-Channel Diesel Analyzer Windrock	
6400 DC Combustion Analyzer Windrock	
6400 DV Vibration Analyzer Windrock	
Falcon ACOEM	
Eagle ACOEM	
MVX ACOEM	
MV - 120 ACOEM	
Bearing Defender ACOEM	
VB5 Bently/Comtest	
VB6 Bently/Comtest	
VB7 Bently/Comtest	
VB8 Bently/Comtest	
VB Balancer Bently/Comtest	
Scout 100 Bently/Comtest	
Scout 140 Bently/Comtest Shaftalign	
Aligneo	
Masterlign	
Optalign plus	
Optalign plus EX	
Optalign smart Oprtalign smart RS5 or RS5-BT	
Rotalign	
Rotalign pro	
Rotalign ultra 1	
Rotalign ultra 2 Rotalign ultra iS	
VibXpert 1	
Smartscanner	
Vibscanner 1	
Vibrotip	
Vibnode Vibroweb XP	
V1010W00 / M	1

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.
- 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 the US: Fluke Electronics Corporation, RE: Trade In Promo, 7821 Bartram Ave Suite 103A, Philadelphia, PA 19153.
 - For Canada: Fluke Electronics Limited Partnership Pruftechnik 4406 Louis-B-Mayer Laval, QC H7P 0G1
- 6. 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.

7. <u>Restrictions and Limitations of the Program</u>

The Program is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. 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 15% 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.

8. <u>Release of Liability; Indemnification</u>

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.

9. 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.

10. Sponsor's use of the customer's personal information provided to Sponsor is subject to Sponsor's Privacy Policy (available at <u>http://en-us.fluke.com/site/privacy</u>). If you have any questions about these terms and conditions or the Program, please email them to <u>usa@pruftechnik.com</u> or send written questions to the address: Attn: Trade-In Return, Pruftechnik C/O Fluke Electronics Corporation, 7821 Bartram Ave, Philadelphia, PA 19153. Canada: Fluke Electronics Limited Partnership – Pruftechnik 4406 Louis-B-Mayer Laval, QC H7P 0G1

11. 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

12. Copyright Notice

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