# **Fall 2024 HVAC Savings Discount Promotion**

# TERMS AND CONDITIONS

#### 1. Discount Promotion Description

Eligible customers who participate in this Fall 2024 HVAC Savings Discount Promotion (the "<u>Discount Promotion</u>") during the Discount Promotion Period (as defined in Section 3) and meet all the requirements as set forth in these terms and conditions of the Discount Promotion are eligible to receive an annual discount as further described below.

Under the Discount Promotion, eligible customers of Fluke Electronics Corporation, including Fluke Networks, Fluke Calibration, Fluke Process Instruments, Amprobe, Pomona Electronics and Pacific Laser Systems in the United States ("Sponsor") who purchase "Qualifying Fluke Electronics Corporation Products" from Sponsor during the Discount Promotion will receive a 10% discount as detailed below.

For purposes of this Discount Promotion, the term "Qualifying Fluke Products" mean only the Fluke brand items listed in the chart below:

Qualifying Fluke Products	
4695814	Fluke 902 FC True-RMS HVAC Clamp Meter
650887	Fluke TP1 Slim Reach Test Probes
1616659	Fluke TP920 Test Probe Adapter Kit
2097031	Fluke TLK-225 SureGrip™ Master Accessory Set
2098723	Fluke 80PK-27 SureGrip™ Industrial Surface Temperature Probe
5065882	561 HVAC Infrared & Contact Thermometer
2548117	Fluke T+PRO Electrical Tester
4296029	Fluke 116/323 HVAC Combo Kit - Includes Multimeter and Clamp Meter
5309001	Fluke C37XT Protective EVA Hard Tool Case
1610115	Fluke AC280 SureGrip™ Hook Clips
2132831	Fluke TL238 Test Lead Set For High Energy Environment
5066006	Fluke 1507 Insulation Resistance Tester
2418208	Fluke 971 Temperature Humidity Meter
4910269	Fluke T6-1000 Electrical Tester
2098706	Fluke 80PK-25 SureGrip™ Piercing Temperature Probe
650892	Fluke TP2 Test Probes Slim-Reach 2Mm Diameter
2826056	Fluke C35 Carrying Case Polyester Black/yellow
4296018	Fluke 116/62 MAX+ Technician's Combo Kit
2747812	Fluke 80AK-A Thermocouple Adapter
2826063	Fluke C115 Carrying Case Polyester Black/yellow
2096971	Fluke T5-Kit T5 Tester Accessory Starter Kit
4910331	Fluke T6-600 Electrical Tester
736736	Fluke 80TK Thermocouple Module
2003633	Fluke TL223 SureGrip™ Electrical Test Lead Set
2679822	Fluke 922 Airflow Meter/Micromanometer
2796187	Fluke T+PRO-1AC Electrical Tester and AC Voltage Detector Kit
664711	Fluke CO-220 Carbon Monoxide Meter
2091049	Fluke C1600 Meter Gear Box
3439199	Fluke 80PK-10 Pipe Clamp Temperature Probe
4465607	Fluke 3000 FC HVAC System

#### 2. Eligibility

For purposes of the Discount Promotion, a customer must be at least 18 years of age, a resident of the 50 United States or District of Columbia (excluding Guam, Puerto Rico, U.S. Virgin Islands and all other U.S. territories and possessions).

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

# 3. <u>Discount Promotion Period</u>

In order to qualify for the Discount Promotion, an eligible customer must purchase "Qualifying Fluke Products" and apply for their discount during the Discount Promotion Period, which starts at 12:00 AM Pacific Time on July 30, 2024 and ends at 11:59 PM Pacific Time on October 1, 2024 (the "Discount Promotion Period").

Pacific Time shall control for all purposes of the Discount Promotion.

# 4. Instructions on How to Participate in the Discount Promotion

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

Use coupon code FLUKE-10-FALLHVAC during checkout on Fluke.com to receive immediate discount on "Qualifying Fluke Products" on your order.

# 5. Restrictions and Limitations of the Discount Promotion

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

Products that are not eligible include, without limitation: all products not included in the "Qualifying Fluke Products" definition in Section 1 above.

The discount available under this Discount Promotion may not be combined with any other discounts, coupons, credits, discounts or other special offers from the Sponsor applicable to the purchase of a "Qualifying Fluke Product."

The discount available under this Discount Promotion may not be redeemed for alternate products, services, cash, or credits. No cash substitutes are allowed for any reason.

The customer is responsible for complying with its company's policies regarding acceptance of gifts and participation in discounts like this Discount Promotion.

#### 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 Discount 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 Discount Promotion.

# 7. Limitation of Liability

Except where otherwise prohibited by law, by participating in the Discount 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 Discount Promotion and the gifts 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 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 Discount 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 Discount Promotion.

#### 8. Miscellaneous

The Discount 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 Discount 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 Discount Promotion or any customer's participation in the Discount 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 Discount Promotion, Sponsor otherwise becomes (as determined in its sole and absolute discretion) incapable of conducting the Discount 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 Discount Promotion and binding the customer, and no other agreement, verbal or otherwise, shall be binding regarding the Discount Promotion unless it is in writing and signed by Sponsor. In case of any conflict or inconsistency between any other documents relating to the Discount 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 Discount 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 Discount Promotion, tampers with the operation of the Discount Promotion, or engages in any conduct that is unsportsmanlike, disruptive, or detrimental or unfair to Sponsor, the Discount 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 Discount 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 <a href="http://en-us.fluke.com/site/privacy">http://en-us.fluke.com/site/privacy</a>). If you have any questions about these Terms & Conditions or the Discount Promotion, please email them to fluke-info@fluke.com or send written questions to the address: Fluke Corporation, ATTN: Fall 2024 HVAC Savings Discount Promotion, 6920 Seaway Boulevard, Everett, WA 98203.

# 9. Sponsor's Address Information

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

# 10. Copyright Notice

The Discount Promotion and all accompanying materials, including these Terms & Conditions, are copyright © 2024 by Fluke Corporation. All rights reserved.