**Fluke Calibration Trade-In Promo for 85x8 series**

**End User Customers in mainland United Kingdom, Switzerland, Norway, Sweden, Finland, Albania, Bosnia-Herzegovina, Iceland, Macedonia, Serbia and the countries of the European Union**

**TERMS & CONDITIONS**

1. Description of Promotion:

As part of this promotion (the “Promotion”), during the Promotion Period (defined in Section 3 below), eligible customers who meet all of the requirements as set forth in these terms and conditions of the Promotion are eligible to receive a discount on replacement product as further described below. Under the Promotion, eligible customers of **Fluke Europe B.V.** (“Sponsor”), may Trade-In any Old Product or Similar Product (each, as defined below) and receive a fifteen (15)% discount (the “Discount”) off the list price applicable to the customer for any one of the following replacement products from Fluke Calibration: **(i) 8588A Reference Multimeter, (ii) 8558A 8.5-digit Multimeter** (“Replacement Product”), when purchasing from a participating authorized distributor/reseller of Fluke in the Territory (as defined below). Purchases must be made from an authorised Fluke distributor in the country of the customer’s residence. A list of authorized distributors or resellers can be found [here](https://www.fluke.com/en/where-to-buy#roe).

For purposes of this Promotion, the terms Trade-In, Old Product, and Similar Product are defined and further described as follows:

* *“Trade-In”* means sending the Old or Similar Product to the Sponsor at the address specified in Section 10 below with a completed Precision Multimeter Trade-In Form within eight (8) weeks after the date of purchase of a new Replacement Product. Sponsor reserves the right in its sole and absolute discretion to determine whether any Old or Similar Product qualifies for Trade-In under the Promotion.
* *“Old Product”* means any of the following products or their older versions:
	+ HP/Agilent/Keysight 3458A
	+ Solartron 7081
	+ Transmille 8104/8109
	+ Wavetek-Datron 1271/1281
	+ Wavetek-Datron 1061/1062
	+ Wavetek-Datron 1071/1081
	+ Fluke 8400A
	+ Fluke 8500A
	+ Fluke 8505A
	+ Fluke 8506A
* *“Similar Product”*means any product from another vendor with similar application to a Fluke Calibration 8588A Reference Multimeter or a 8558A 8.5-digit Multimeter product. Customers are required to enter the make, model number and other related information requested on the Precision Multimeter Trade-In Form and the Sponsor shall determine if the product specified by the customer qualifies as a Similar Product.
1. Eligibility:

For the purposes of this Promotion, a customer must be currently residing or physically located in mainland United Kingdom, Switzerland, Norway, Sweden, Finland, Albania, Bosnia-Herzegovina, Iceland, Macedonia, Serbia and the countries of the European Union (‘Territory’). The Promotion is not offered in countries or jurisdictions where this Promotion is prohibited by law, or which countries, jurisdictions or regions are subject to EU or US trade sanctions or restrictions.

The following persons are NOT eligible to participate in the Promotion:

* Employees, directors, officers, and representatives, and members of their immediate families, (parents, siblings, children, and spouse) and those living in the same household of each of the Sponsor or its parent, subsidiaries, affiliated companies, or its (sub-)distributors, agents, resellers, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, web masters, and representatives;
* Employees, officers, directors, representatives, agents, candidates, officials, or persons acting in an official capacity as, for, or on behalf of government entities, including government owned or controlled companies, public international organizations, political parties.
* healthcare professionals, being (a) individuals (or entities) involved in the provision of health care services to patients, or (b) individuals (or entities) who purchase, lease, recommend, use, arrange for the purchase or lease of, or prescribe Sponsor’s medical products or services on behalf of health care professionals, including physicians’ purchasing agents, physicians’ practice managers and management within medical group purchasing organizations.
* Employees, officers, directors, or representatives or agents of distributors or competing tool manufacturers are eligible to participate in this Promotion.
1. Promotion Period:

In order to qualify for the Promotion, the customer must purchase the Replacement Product from a participating Fluke authorised distributor or reseller in the countries listed in clause 2 during the Promotion Period by the process specified in Section 5 below, which starts on **01 October, 2023** and ends on **1 April, 2024** (the “Promotion Period”). Purchases made after the Promotion Period shall not qualify for any benefits under this Promotion.

1. Other Restrictions and Limitations of the Promotion:

Each Old Product or Similar Product traded-in will be eligible for one Discount on its respective Replacement Product. *In no event will an Old Product or Similar Product qualify for more than one application of the Discount.* Any Old or Similar Products submitted to the Sponsor in connection with this Promotion shall become the property of the Sponsor and will not be returned.

The Promotion is only available as a Discount to applicable list prices, applicable in the relevant region, of the Replacement Product during the Promotion Period. The Discount available under the Promotion cannot be used in conjunction with any contract or special pricing, or be combined with any other discounts, coupons, credits, rebates or other special offers from the Sponsor. If purchases are made under this Promotion from any participating authorised distributor or reseller of the Sponsor, such authorised distributors or resellers are free to apply their own additional discounts (if any). The Discount available under the Promotion cannot be transferred or otherwise redeemed for alternative products, services or credits except as expressly authorized in these Promotion terms and conditions.

The customer and all materials submitted to Sponsor in connection with the Promotion are subject to verification and audit by Sponsor, in its sole and absolute discretion. Any materials submitted in connection with the Promotion that do not comply with any aspect of these Promotion terms and conditions may be rejected by Sponsor in its sole and absolute discretion, and the customer may be disqualified from participating in the Promotion.

1. Instructions on How to Participate in the Promotion:

In order to receive the Discount, all eligible customers must follow the process stated below:

1. Contact your authorised Fluke distributor / reseller participating in this Promotion.

1. Send your purchase order with the Replacement Product(s) listed which you wish to purchase, within the Promotion Period to the Fluke distributor / reseller. Include the promo code: **85xx TRADE-IN 2023** on this purchase order and attach the filled-out Precision Multimeter Trade-In Form. **The Discount shall be applied by the Fluke distributor / reseller at the point of placing this purchase order**.
2. The Fluke distributor / reseller will verify the above material you have submitted and send it to the Sponsor. If the Similar Product you wish to trade-in is not eligible under this Promotion for a Trade-In, the Sponsor or the Fluke distributor / reseller will notify you at the earliest.
3. Within 8 weeks, you will be required to ship the Old Product or the Similar Product that you specified on the Precision Multimeter Trade-In Form either directly to Sponsor at the address in clause 10 or to the Fluke distributor / reseller from whom you purchased the Replacement Product, who will forward it to the Sponsor. The Sponsor will not be responsible for any postal fees or costs incurred by you in sending the Old or Similar Product to Sponsor or to the Fluke distributor / reseller. You will be solely responsible for complying with any export control or licensing requirements that may apply to the Old or Similar Products and their shipping.
4. Any errors in shipment to the Sponsor or to the Fluke distributor / reseller, including any incorrectly shipped Old Product or Similar Product, may be resolved by contacting the Sponsor at the contact details provided in clause 9, or by Sponsor or the Fluke distributor / reseller contacting you.
5. If you fail to send in the Old Product or Similar Product under the terms of this Promotion but have availed of the Discount under this Promotion, Sponsor shall require you to return the Discount within 15 days of the end of the 8-week shipment period.
6. Disclaimer:

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

To the extent required by applicable laws and regulations, the customer must fully and accurately reflect in cost reports or other submissions as per accounting and taxation rules or applicable law, all discounts provided under the Promotion.

1. Release of Liability and Indemnification:

Except where otherwise prohibited by law, by participating in the Promotion, the customer releases and agrees 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 the Promotion and the offers made 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 product value to that stated in these Promotion terms and conditions; (f) any tax liability incurred by participant; or (g) use or misuse of the products offered under the Promotion.

1. Miscellaneous:

The Promotion and these terms and conditions will be governed, construed and interpreted under the laws of the territory in which the Sponsor is incorporated 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 territory or jurisdiction and any action brought regarding the Promotion and these terms and conditions may only be brought in the national, state or federal courts of such country or territory, 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 computer viruses, unauthorized human intervention or other causes beyond Sponsor’s control affect the administration, security or conduct of the Promotion, Sponsor otherwise becomes (as determined in its 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. If this occurs, Sponsor will, to the extent feasible, fulfill qualifying claims received before such impairment.

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 document 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. All interpretations of these terms and conditions and other determinations made by the Sponsor in administering this Promotion shall be final, binding, and conclusive in all respects.

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 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>).

1. Questions **-** If you have any questions about these terms and conditions or the Promotion, please contact: gavin.mcquillan@flukecal.com
2. Sponsor’s Address Information and Ship to Address for customers based in the Territory:

Fluke Europe B.V.

BIC 1

5657 BX Eindhoven

The Netherlands

Attn.: Mr. Peter de Jonge

1. Copyright and Trademark Notices:

The Promotion and all accompanying materials are copyright © 2023 by Fluke Europe B.V. All rights reserved. FLUKE is a registered trademark of Fluke Corporation.