## RaySafe X2 Trade-In 20 Promo 2025 End User Customers

#### **TERMS & CONDITIONS**

#### 1. Description of Promotion:

In this promotion (the "Promotion"), which is governed by these terms and conditions (the "Terms and Conditions"), eligible end user customers of Fluke Electronics Corporation and affiliate companies in respective regions ("Sponsor"), in each case transacting under the RaySafe brand, may Trade-In (defined below) any RaySafe Old Product (defined below) or Similar Product (defined below) with a Fluke Health Solutions representative or authorized distributor and receive the discount off the list price for a RaySafe replacement product ("Replacement Product") specified in Appendix A (the "Discount") during the Promotion Period (defined in Section 3 below). Appendix A is incorporated herein by reference and made a part of these Terms and Conditions as if fully set forth herein.

These Terms and Conditions are a binding contract between you and Sponsor regarding the Promotion. Before participating in the Promotion, each customer must review and agree to be bound by these Terms and Conditions. By participating, you represent that you have reviewed the Terms and Conditions, agree to be bound by them, satisfy all the eligibility requirements, and accept the decisions of the Sponsor in all matters relating to the Promotion as final and binding.

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

- "Trade-In" means sending an Old Product or a Similar Product to Sponsor or sending an Old Product or a Similar Product to an authorized Fluke Health Solutions representative or distributor, who will send the Old Product or the Similar Product to Sponsor. Sponsor reserves the right in its sole and absolute discretion to determine whether any Old Product or Similar Product qualifies for Trade-In under the Promotion.
- "Old Product" means RaySafe obsoleted/discontinued products. The Old Product must be traded-in for a Replacement Product with a similar application. For example, an old RaySafe Xi must be traded-in for a replacement RaySafe X2.

Example "Old Product" Trade-in units	Eligible Purchase	
RaySafe Xi	RaySafe X2	

• "Similar Product" means a product from another vendor that has a similar application to a RaySafe product. To qualify for the Trade-In under the Promotion, the Similar Product must have an application that is similar to the Replacement Product that will replace it. Sponsor shall determine, in its sole discretion, the appropriate Replacement Product based on the brand, model, and serial number of the Similar Product provided.

## 2. Eligibility:

This Promotion is open only to eligible participants where the promotion is legally permitted and not restricted or prohibited by law. Participation is available to end user customers located in the United States.

Participants must be at least 18 years of age or the age permitted by law to participate. The promotion is designed for end users who use the Eligible Products (as defined in Appendix A) for their own business purposes.

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 Promotion. Further, no employees, officers, directors, representatives or agents of Sponsor's distributors or competing tool manufacturers are eligible to participate in the Promotion.

## 3. Promotion Period:

The promotion period starts at 12:00 AM US Pacific Time on August 4, 2025 and ends at 11:59 PM US Pacific Time on November 21, 2025 (the "Promotion Period"). US Pacific Time shall control for all purposes of the Promotion. Sponsor's computer shall be the official time-keeping device for the Promotion.

## 4. Other Restrictions and Limitations of the Promotion:

The customer or authorized distributor will receive the Discount off the manufacturer's regional list price for the Replacement Product from a Fluke Health Solutions representative during the Promotion Period. Authorized distributors should pass the benefit of the promotional offer to the end customer. Authorized distributors are free to provide additional discounts to end customers.

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.

For each eligible product that a participant sends in for trade-in the participant will receive a discount on the
purchase of one new product from the Sponsor. Specifically, a one-to-one trade-in will result in a discount on
one new product. Similarly, if a participant trades in five products, they are eligible for a discount on five
Discounted Products. The discount applied to each Discounted Product will correspond to the number of
Traded Products sent in.

The discount cannot be applied retroactively and must be used at the time of the qualifying transaction. Discounts are non-transferable and cannot be exchanged for cash or other forms of credit. All trade-ins are subject to verification and approval by the Sponsor in its sole discretion. Additional terms and conditions may apply.

The Sponsor reserves the right to modify, alter, or cancel the tiered discount structure at any time without prior notice, subject to applicable law. Changes to the trade-in discount structure will not affect trade-ins that have already been accepted and processed by the Sponsor prior to the date of any such change.

The Promotion is only available as a discount to the list prices of the Replacement Products listed on Appendix A. The Discount available under the Promotion cannot be used in conjunction with any end customer contract or special pricing, or be combined with any other discounts, coupons, credits, rebates or other special offers from the Sponsor. The Discount available under the Promotion also cannot be transferred or otherwise redeemed for alternative products, services or credits except as expressly authorized in these Promotion Terms and Conditions.

#### 5. Instructions on How to Participate in the Promotion:

To complete your trade-in of an Eligible product, follow the instructions below:

- a. Send an email to your Fluke Health Solutions sales representative or authorized distributor with the following information:
  - i. Brand, model number, and serial number of each unit to trade;
  - ii. Product(s) of interest to buy;
  - iii. Contact info: name, company, email, and phone
  - iv. Customer will receive a call back and/or email with a quote and further information on next steps which includes the following and any additional information from Sponsor or authorized distributor

b. Purchase order should include appropriate promo code:

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- c. When Sponsor receives the order, the Sponsor may issue a Return Material Authorization ("RMA") for the return of your trade-in product, or authorized distributor will provide information for you to send product to them.
- d. 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 the Sponsor has 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 Health Solutions sales representative or authorized distributor.

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.

#### 6. <u>Disclaimer</u>:

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.

All discounts provided under the Promotion are intended to comply with the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by 42 C.F.R. Section 1001.952(h) (the Anti-Kickback Statute discount safe harbor regulations) or other applicable laws and regulations, the customer must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all discounts provided under the Promotion, and upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, must make available information provided to the customer by Sponsor concerning the discounts.

#### 7. 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, 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.

### 8. Miscellaneous:

The Promotion and these Terms and Conditions will be governed, construed and interpreted under the laws of the Sponsor entity authorized to transact in the country or territory where the customer is located 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, including, but not limited to, adding, removing and modifying products or any services on the product list, 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.

Customer represents and warrants that they have the legal right to participate in the Promotion and Trade-In the Old Product or the Similar Product, that the Old Product and/or Similar Product are not counterfeit or stolen, and that customer's submission of them to Sponsor complies with these Terms and Conditions.

These Terms and Conditions constitute the entire agreement governing the Promotion, 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.

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) is 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 <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 and Conditions or the Promotion, please email them to info@fluke.com or send written questions to the address, Attn: Fluke Biomedical, Fluke Corporation, 6920 Seaway Boulevard, M/S 208A, Everett, WA 98203.

## 9. Sponsor's Address Information:

Fluke Electronics Corporation and Fluke Corporation, 6920 Seaway Boulevard, Everett, WA 98203.

#### 10. Copyright and Trademark Notices:

The Promotion and all accompanying materials are copyright © 2024 by Fluke Corporation. All rights reserved. FLUKE is a registered trademark of Fluke Corporation.

# X2 Trade-In 20 Promo 2025 Appendix A

For the purposes of this Promotion, each Old Product or Similar Product traded-in will be eligible for one Discount on its respective Replacement Product.

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The Replacement Products eligible for a Discount under this Promotion are as follows:

Description	Item #	Discount
1506001, RAYSAFE X2 R/F, MAS	5080517	20%
1506002, RAYSAFE X2 R/F	5080521	20%
1506003, RAYSAFE X2 MAM, MAS	5080539	20%
1506004, RAYSAFE X2 MAM	5080542	20%
1506007, RAYSAFE X2 CT, MAS	5080574	20%
1506008, RAYSAFE X2 CT	5080588	20%
1506009, RAYSAFE X2 R/F, MAM, MAS	5080595	20%
1506010, RAYSAFE X2 R/F, MAM	5080602	20%
1506013, RAYSAFE X2 PRESTIGE R/F, M, C, L, MAS	5080633	20%
1506014, RAYSAFE X2 PRESTIGE R/F, M, C, L	5080640	20%
1506015, RAYSAFE X2 R/F, MAS PHILIPS	5080657	20%
1506016, RAYSAFE X2 CT PHILIPS	5080669	20%
1506017, RAYSAFE X2 R/F, MAM, MAS PHILIPS	5080678	20%
1506029, RAYSAFE X2 R/F, LIGHT, MAM, MAS PHILIPS	5081711	20%
1506030, RAYSAFE X2 R/F, LIGHT, MAS PHILIPS	5080691	20%
1506031, RAYSAFE X2 LIGHT, MAS	5080706	20%
1506032, RAYSAFE X2 LIGHT	5080714	20%
1506033, RAYSAFE X2 SURVEY, MAS	5080723	20%
1506034, RAYSAFE X2 SURVEY	5080738	20%
1506035, RAYSAFE X2 PRESTIGE R/F, M, C, S, MAS	5080745	20%
1506036, RAYSAFE X2 PRESTIGE R/F, M, C, S	5080750	20%
1506037, RAYSAFE X2 PRESTIGE R/F, M, L, S, MAS	5080761	20%
1506038, RAYSAFE X2 PRESTIGE R/F, M, L, S	5080777	20%
1506040, RAYSAFE X2 R/F, MAM, MAS GEH	5080789	20%
1506045, RAYSAFE X2 DENT + SURVEY	5080830	20%
1506046, RAYSAFE X2 DENT + SURVEY, MAS	5080848	20%
1506048, RAYSAFE X2 SYSTEM, CANON	5080866	20%
1506049, RAYSAFE X2 RF, MAS AND SURVEY SYSTEM	5103248	20%
1506050, RAYSAFE X2 SYSTEM, SIEMENS	5104430	20%
1506054, RAYSAFE X2 US ARMY KIT	5216280	20%
1506056, RAYSAFE X2 US MARINE CORPS KIT	5278711	20%
1506057, RAYSAFE X2 R/F, MAM, CT, LIGHT, MAS GEH	5302558	20%
1506058, RAYSAFE X2 VOLT	5307103	20%
1506063, RAYSAFE X2 BASE UNIT	5347264	20%
1506064, RAYSAFE X2 BASE UNIT MAS	5347273	20%
1252010, RAYSAFE X2 R/F SENSOR	4559135	20%
1252020, RAYSAFE X2 MAM SENSOR	4559147	20%
1252030, RAYSAFE X2 CT SENSOR	4559158	20%
1252040, RAYSAFE X2 LIGHT SENSOR	4559164	20%
1252060, RAYSAFE X2 SURVEY SENSOR	4673386	20%
1252070, RAYSAFE X2 VOLT SENSOR	5220340	20%