

Last Updated: June 26, 2023

General Terms & Conditions - Fluke Premium Care

The terms and conditions (“Terms”) under which Fluke will provide Fluke Premium Care and Gold Support (“Premium Care”), as more fully defined herein, to the purchaser of Premium Care (“Member” or “you”), and the responsibilities of the Member and Fluke are as follows:

1. PURPOSE

Premium Care is a paid subscription-based program for Fluke customers providing a range of Services not available to other customers. The Premium Care is available for Fluke products as communicated by Fluke from time to time. The Services covered by the Premium Care are subject to these Terms only.

2. GENERAL

- 2.1. Member’s issuance of a purchase order is conclusive evidence of Member’s acceptance of these Terms. Fluke reserves the right to change or modify these Terms at any time and in its sole discretion. If Fluke makes changes to these Terms, Fluke will provide notice by updating the “Last Updated” date at the top of these Terms. Fluke encourages you to frequently review the Terms to ensure that you understand the terms and conditions that apply to Premium Care. Your continued use of the Services will confirm your acceptance of the revised Terms.
- 2.2. Members may access the Services upon purchase subject to the following conditions: (i) the Covered Product has undergone a performance verification by Fluke Service Center or a Fluke authorized service provider (“Fluke Partner”), or (ii) in case your Membership was not renewed immediately upon expiry, you must wait thirty (30) days before using any Services under the Premium Care. For security reasons, proof of purchase may be required in certain instances if Fluke is unable to identify the Member.
- 2.3. Premium Care Membership is non-transferable, including to a new owner if the Covered Hardware is resold. Fluke Software end user license agreements and accompanying Software Support are non-transferable.
- 2.4. Services are exclusively performed by the Fluke Technical Assistance Center (“TAC”), a Fluke Service Center or a Fluke Partner. Any Service under Premium Care must be performed by a Fluke Service Center or a Fluke Partner. Requests for Service may be submitted to (i) Fluke via a dedicated website or mobile application as identified by Fluke, or (ii) a Fluke Partner. In any case, all requests will be pre-qualified by TAC prior to allocation for servicing.
- 2.5. Any Covered Product that was repaired, maintained or otherwise serviced by anyone other than Fluke or a Fluke Partner, was subject to Abuse or has reached its natural end-of-life due to normal usage does not qualify for Services. Fluke reserves the right to determine if the cause of failure or an “out of product specification” performance is due to expected normal wear and tear, an accident or an Abuse of the Covered Product. Should Fluke determine that the Covered Product’s failure or damage is due to Abuse, Premium Care coverage will be immediately void for that Covered Product and it will no longer be eligible for any future Services.

3. RESPONSIBILITIES

- 3.1. Member will: Maintain accurate and up-to-date records of the number and location of all Covered Hardware, serial numbers and copies of the Covered Software supplied to Member under the terms of the applicable end user license agreement. Cooperate with Fluke personnel in the diagnosis of any error, bug or defect in the Covered Hardware or Covered Software reported by Member. Make available to Fluke or Fluke Partner all reasonable information, facilities, services, and access required by Fluke in order to perform Services.
- 3.2. Fluke will: Use its reasonable commercial efforts to ensure that Premium Care will be performed with reasonable skill and care in such a way as to cause only minimal interruptions to Member’s business

processes. There may be occasions when interruption will be required in order to perform the Service in a proper and efficient manner.

4. DESCRIPTION OF PREMIUM CARE SERVICES

4.1. Priority Technical Assistance for Premium Care Products

Members are given priority for any Services over other customers not eligible for Premium Care. Priority technical assistance includes live troubleshooting assistance with Fluke's TAC, escalation to engineering support as required and unrestricted access to Fluke's comprehensive product training resource, Knowledge Base. There may be times that technicians are busy helping other customers.

4.2. Covered Hardware Repair or Replacement

4.2.1. When Covered Hardware has been pre-qualified by Fluke as defective or faulty, Fluke will either replace or repair the unit, upon Fluke's discretion, at no charge to the Member. Replaced units will be new or refurbished at Fluke's option. The model of the replacement unit will be the same or similar model as the replaced unit covered by Premium Care. Faulty or defective accessories that were shipped with the Covered Product and that are considered essential to the operation of the primary Covered Hardware are only considered covered by Premium Care provided a) the TAC approves its return and b) the accessory is returned to Fluke for evaluation.

4.2.2. Covered Hardware must have been continuously covered by Premium Care to be eligible for Hardware repair/replacement Services under these Terms. Should your Hardware no longer be covered by Premium Care, Fluke Service Center or a Fluke Partner shall first verify if your Hardware is eligible for renewal of Premium Care. There may be a nominal charge for this service; however, the Member may forego the charge in which case they must wait a minimum of thirty (30) days before using any Services.

4.2.3. Fluke pays for the shipping of the Covered Product for Hardware repair or replacement Services both from and to Member. Fluke Service Center or Fluke Partner will advise Member of shipment details following verification of service request.

4.3. Covered Hardware Calibration/Performance Verification

4.3.1. Calibration is the precision adjustment of electronic measurement characteristics, traceable to officially recognized standards. Certificates are not available in all countries within the Territory free of charge due to local government regulations. This Service is offered once annually free of charge to Members. Traceable calibration data can be provided upon request for an additional fee.

4.3.2. Shipping from Fluke is by our preferred carrier using express shipment unless circumstances require a different method or it is not available in your region.

4.4. Covered Accessory Repair or Replacement (for Premium Care Products that include accessory coverage)

4.4.1. When a Covered Accessory covered by the Premium Care is pre-qualified as defective or faulty, Fluke will either exchange or repair the Covered Accessory, upon its own discretion, at no charge to the Member. Replacement accessories will be new or refurbished (like new) at Fluke's option. The model of the replacement accessories will be the same or similar model as of the replaced Covered Accessory covered by the Premium Care. Faulty or defective accessories that were shipped with the Covered Hardware and are considered essential to the operation of the primary Covered Hardware are covered provided that a) the TAC approves its return and b) the Accessory is returned to Fluke for evaluation when requested. Members are entitled to a replacement or a repair of a maximum of one (1) defective set per year per the terms of this Premium Care.

4.5. Covered Software and Firmware Support

Premium Care will provide Technical Support for the Covered Software only if that is updated according to the current release issued by Fluke. Fluke shall have no obligation to support Software that is not the current release.

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Fluke is not obligated to but may upon its own discretion release Upgrades and Updates to Covered Software and make it available to Members free of charge only if the Covered Software is maintained according to the then-current release.

5. AVAILABILITY OF SERVICES

- 5.1. Territory: Services are available in the countries listed below unless otherwise advised by Fluke. Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Norway, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom and Northern Ireland.
- 5.2. Territorial Limitations: Not all Services are available in all countries and areas within the Territory. Contact your local Fluke Partner or TAC for questions on availability of Services in your given area within the country.
- 5.3. Availability by Product: Services may vary by the type and model of the Covered Product. Contact your local Fluke Partner or TAC for questions on availability of Services for your products.
- 5.4. Shipment Limitations: In certain situations, Fluke is unable to pay for return shipping, VAT, duties, insurance, or handling. Contact your local Fluke Partner or TAC for questions on availability of shipment coverage in your area.

6. PAYMENT TERMS, PREMIUM CARE TERM

- 6.1. Full payment for Premium Care is to be made at purchase to your Fluke authorized distributor, unless otherwise stipulated. No refunds will be granted for unused Services unless specifically permitted under these Terms.
- 6.2. An account is considered delinquent under the following circumstances: The Member has failed to a) complete the purchase process as indicated in these Terms or b) pay the respective fees to the Fluke authorized distributor.
- 6.3. The Services will remain available for each Covered Product for twelve (12) months from the date of purchase of the Premium Care. A 3-year option is available for some Covered Products, and when selected, Premium Care remains in effect for three (3) years with the option to renew for additional three (3) years subject to Member's payment of the respective fees to its local Fluke authorized distributor. Member will receive a notification from Fluke or its local Fluke authorized distributor prior to the expiry of the Premium Care term to initiate the renewal of the Premium Care and renewal will be subject to full payment of the respective fees to the Member's local Fluke authorized distributor.
- 6.4. Termination for Cause. Fluke may terminate this Agreement immediately in the event of Member's default, violation of applicable law, or breach of these Terms. Fluke shall be under no obligation or liability to Member under the Premium Care or in relation to such termination. Grounds for termination for cause by Fluke include, but may not be limited to: a) Member is delinquent with loaner equipment; b) Non-payment by Member to the Fluke authorized distributor of any fees related to the Service; c) non-payment by the Fluke authorized distributor to Fluke of any fees related to the Services; d) (i) the Member or any of their users is subject to any sanctioned or restricted parties list maintained by the United States or the European Union, or Member or any of their user resides in a country that is subject to any export control sanctions or embargoes of the United States, the European Union or any national laws or international conventions, (ii) any Covered Product or any part thereof is exported or re-exported: (A) into (or to a national or resident of) any embargoed or sanctioned country, (B) to anyone on the sanctioned or restricted parties list maintained by the United States or the European Union, (C) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. government, the European Union or other national or international agency requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval, or (D) otherwise in violation of any export or import restrictions, laws or regulations of any U.S., EU or other national agency or authority; d) Member is found to be falsifying any claims on Covered Products; e) Member knowingly used Premium Care to take advantage of Services for products not covered.

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- 6.5. Premium Care coverage that has lapsed more than thirty (30) days may require a reinstatement fee per Covered Hardware item to be covered by Premium Care.
- 6.6. In the event that Fluke stops the distribution or servicing of a Covered Product or it becomes end-of-life in the country of purchase, Fluke will honor its obligations under the Premium Care Plan to the extent that the necessary resources, spare parts, servicing tools and systems are available. If you purchase another Fluke product that is a direct replacement or otherwise comparable to your Covered Product, the Premium Care will be transferred to such replacement/comparable product for the remaining term of the Premium Care of the originally Covered Product.

7. LIMITATIONS OF LIABILITY AND DISCLAIMER OF WARRANTIES

- 7.1. FLUKE WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER AND THAT ALL SPARE PARTS MANUFACTURED BY FLUKE AND ITS AFFILIATES INSTALLED IN THE COURSE OF THE SERVICES WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF THREE (3) MONTHS FROM THE DATE OF SERVICES COMPLETION. IF ANY SERVICES OR ANY NEW OR RECONDITIONED SPARE PARTS INSTALLED IN THE COURSE OF THE SERVICES PROVES TO BE DEFECTIVE WITHIN THE THREE (3) MONTHS' WARRANTY PERIOD, FLUKE WILL CORRECT THE DEFECTIVE WORK OR REPLACE THE DEFECTIVE SPARE PART FREE OF CHARGE.
- 7.2. THESE TERMS DO NOT CONSTITUTE A WARRANTY FOR THE COVERED PRODUCT. THE COVERED PRODUCT AND ALL MATERIALS RELATED TO THE COVERED PRODUCT, IF APPLICABLE, ARE SUBJECT EXCLUSIVELY TO THE WARRANTY ACCOMPANYING THE COVERED PRODUCT AT TIME OF PURCHASE AND THESE TERMS DO NOT REPLACE SUCH WARRANTY.
- 7.3. TO THE MAXIMUM EXTENT PERMITTED AT LAW, THE TOTAL AGGREGATE LIABILITY OF FLUKE OR THIRD-PARTY PROVIDERS UNDER THESE TERMS OR IN CONNECTION WITH THE PREMIUM CARE, UNDER ANY THEORIES OF ACTION WHATSOEVER OR IN ANY FORUMS, SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE PAID FOR THE COVERED PRODUCT COVERED BY THE PREMIUM CARE. FLUKE OR THIRD PARTY PROVIDERS SHALL NOT BE LIABLE UNDER THESE TERMS OR IN CONNECTION WITH THE PREMIUM CARE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA AND INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, GUARANTEE OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.4. PREMIUM CARE DOES NOT COVER AND SPECIFICALLY EXCLUDES ANY LOST OR STOLEN PRODUCT.
- 7.5. THE EXPRESS TERMS OF PREMIUM CARE ARE IN LIEU OF ALL WARRANTIES, CONDITIONS, UNDERTAKINGS, TERMS OF OBLIGATIONS IMPLIED BY STATUTE, COMMON LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

8. GOVERNING LAW

This Agreement is governed, construed, and enforced according to the laws of the country where Fluke is registered, 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.

9. PRIVACY POLICY and INTERNATIONAL TRANSFERS

Fluke and Member each represents and warrants that all personal data and information collected and shared under this Premium Care has been and will be processed in compliance with all applicable law (including the content and presentation of any required privacy notices). When Fluke collects and processes personal data in relation to the Premium Care or the provision of the Services, Fluke shall do that in accordance with the applicable [Privacy Policy of Fluke](#).

10. DEFINITIONS

The following defined terms are used throughout these Terms.

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ABUSE: any action of fraud, misuse, neglect, modification, alteration, abnormal condition of operation of a COVERED HARDWARE including any damages caused by willful misconduct and other act of Abuse.

COVERED ACCESSORIES: mean any products that accompany the primary Covered Hardware product. Accessories covered within the Premium Care do NOT include individually purchased or ancillary accessories.

COVERED PRODUCT: mean Covered Fluke Hardware, Software, or Accessory, which is covered by a valid Premium Care Plan.

FLUKE: means the Fluke legal entity providing Premium Care as identified on either the Fluke quote or by your distributor whom you purchased the Premium Care Plan from.

SERVICES: mean the services and benefits covered by the Premium Care which apply to the Member's Covered Products subject to compliance with the Terms during the Premium Care Term.

COVERED HARDWARE: means primary physical equipment that is covered by Premium Care.

PREVIOUS RELEASE: The release of Software that has been replaced by the then-current release of the same Software.

COVERED SOFTWARE: means software program(s) licensed by Fluke to the Member as licensee that is covered by Premium Care. It may also refer to a software program that was sold with or embedded in Covered Hardware ("Firmware"). In no case shall Software Premium Care coverage be construed to cover 'Operating System Software'.

TECHNICAL SUPPORT: means support services related to Software as updated by Fluke from time to time.

UPDATE: means a modification (enhancement or fix) to the Covered Software within the current version. Typically, these are known as 'dot releases', i.e.: 3.1, 3.2 and 3.3 are dot releases to base Software program release 3.0.

UPGRADES: means a revision containing significant change or major improvement to existing Software that augments current functionality. These are typically referred to as major version releases and are accompanied by a new leading digit in the Software version identification i.e.: 3.x to 4.x Software.