

Try & Buy Program with free Gift: Terms and Conditions

As part of the following Terms and Conditions, "Sponsor" refers to **PV Lumens LLP** and its affiliated national entities. These Terms and Conditions refer to the promotion "Try & Buy" run by the Sponsor.

Fluke Technologies Private Limited ("Fluke India") is not the sponsor of this promotion, and its role in this promotion will be limited to providing registration and verification support to the Sponsor.

1. Try & Buy Promotion with free gift upon purchase.

As part of this Try & Buy promotion (the "Promotion"), during the Promotion Period (defined below), eligible end-user customers of the Sponsor, residing in India, who meet all of the requirements as set forth in these terms and conditions of the Promotion are eligible to use the Fluke Networks MicroScanner™ PoE Cable Verifier (<https://www.fluke.com/en-us/product/network-cable-testers/copper/ms-poe>) (the "Product(s)") for seven (7) days from the date of receipt of the shipped Product (the "Trial Period") without charge.

Customer who purchase the Product during the Trial Period or within 15 days from the end of the Trial Period, shall be eligible to receive a free gift of a Fluke Networks Pro3000™ Tone and Probe Series Kit (the "Gift") from the Sponsor.

The Promotion Period for this Promotion starts at 12:00 AM (IST) on **December 15, 2020**, and ends at 11:59 PM (IST) on **March 31, 2021** (the "Promotion Period").

2. Registering Opportunities Under The Promotion

End-customers can apply for the Promotion by submitting a request to the Sponsor during the Promotion Period, by filling the application at the website:

<https://www.flukenetworks.com/request/try-n-buy-offer-india>

Customers will be required to submit their address for delivery of the Product.

Sponsor will accept applications only during the Promotion Period. Applications registered after this date will be rejected as invalid.

Sponsor shall review the request along with Fluke India, and if the application is approved for the Promotion, the Product will be shipped to the address provided in the application form. Sponsor and Fluke India will have the sole discretion for determining the grant of approvals for participation in the Promotion. If a customer's application to participate in this Promotion is not approved, the customer will be duly informed by the Sponsor, and the customer will be unable to participate in this Promotion.

3. Return Requests And Conditions For Returns

Upon the expiry of the Trial Period, if the customer wishes to retain the Product, the customer shall inform the Sponsor in writing at the contact details below. Thereafter, the customer shall be invoiced for the Product by the Sponsor.

Sponsor contact information

Email: lakshmi.narayan@pvlumens.com

Phone number: 8861080666

If the customer wishes to return the Product on or before the end of the Trial Period, the customer shall send the Product back in its original packaging to the Sponsor. The customer should contact the Sponsor prior to scheduling any return. Instructions for the return will be provided by Sponsor.

Sponsor shall only accept complete and undamaged returns that are in the original packaging and with all original components and accessories.

Sponsor must receive the Product within five (5) business days from the end of the Trial Period or from the date of receiving returns instructions from the Sponsor, whichever later (the "Return Date"). The customer remains responsible ensuring the arrival of the Product with the Sponsor by the Return Date and for any charges related to shipping.

The customer remains responsible to Sponsor for loss, theft, or damage to the Products from the start of the Trial Period up to the return of the Product to the Sponsor. The customer also has the risk of loss related to any damage to the Products prior to receipt by the Sponsor of the returned Product.

If the customer has not informed the Sponsor of their intention to retain the Product, or the customer fails to return the Product or fails to return the Product in the manner specified above, then the customer will be invoiced the sale price of the Product within ten (10) days from the end of the Return Date, and the customer will be responsible for the payment of the invoice. Such customers will remain eligible for the free Gift.

4. Receiving the free gift upon purchase

Customers who have either (i) purchased the Product within the timeline specified in section 1; or (ii) otherwise retained the Product beyond the Return Date and are invoiced the purchase price of the Product, are eligible for the Gift. Within fifteen (15) days from the date of such purchase, the Sponsor shall dispatch the Gift to that address of the customer, to which the Product was originally shipped.

In case of non-receipt of the Gift, customer should inform Sponsor at the earliest, but no later than **May 15, 2021**. Claims of non-receipt received after this date shall be resolved solely at Sponsor's sole discretion.

Availability of the Gift depends on stock availability at the Sponsor. Sponsor may offer customer an alternative gift, which will be in the same list price range as the aforementioned Gift. Customer accepts to receive such an alternative Gift.

5. Other Restrictions and Limitations of the Promotion:

A customer may participate in this Promotion, for a maximum of one (1) time.

This Promotion is a standalone promotion, and is not valid in conjunction with other any other promotions, offers, discounts or vouchers. The Gift cannot be offset against other services or purchases or combined with any special offers, promotions, or contracts.

Participants in this Promotion who participate for or on behalf of their employer agree to promptly deliver any Gift or benefit awarded under this Promotion to their employer, and to provide evidence of such delivery upon request. Participants further agree to comply with their employer's policy regarding acceptance of gifts.

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.

No employees, officers, directors, representatives or agents of resellers, (sub-)distributors, wholesalers, distributors or competing tool manufacturers are eligible to participate in the Promotion. This Promotion is not applicable by law to the following persons: employees of a government or agency or a public international organization; persons acting in an official capacity for or on behalf of such government agency or organization; employees of companies owned by the government or under government control; persons who represent a political party, party officials and candidates. This Promotion is also not applicable to 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.

6. Disclaimer:

Fluke India, Sponsor and each of their respective 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.

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, 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.

8. Miscellaneous:

The Promotion and these terms and conditions will be governed, construed and interpreted under the laws of India 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 Promotion and these terms and conditions may only be brought in the courts of India, 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.

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 documents relating to the Promotion and these terms and conditions, these terms and conditions shall prevail. 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) are subject to disqualification from participation in the Promotion and all other rights and remedies available under the law.
