

LIMITED WARRANTY & LIMITATION OF LIABILITY

Each Fluke product is warranted to be free from defects in material and workmanship under normal use and service. The warranty period is three years for the 120 Series Test Tool and one year for its accessories. **The warranty period begins on the date of shipment.** Parts, product repairs and services are warranted for 90 days. This warranty extends only to the original buyer or end-user customer of a Fluke authorized reseller, and does not apply to fuses, disposable batteries or to any product which, in Fluke's opinion, has been misused, altered, neglected or damaged by accident or abnormal conditions of operation or handling. Fluke warrants that software will operate substantially in accordance with its functional specifications for 90 days and that it has been properly recorded on non-defective media. Fluke does not warrant that software will be error free or operate without interruption.

Fluke authorized resellers shall extend this warranty on new and unused products to end-user customers only but have no authority to extend a greater or different warranty on behalf of Fluke. Warranty support is available if product is purchased through a Fluke authorized sales outlet or Buyer has paid the applicable international price. Fluke reserves the right to invoice Buyer for importation costs of repair/replacement parts when product purchased in one country is submitted for repair in another country.

Fluke's warranty obligation is limited, at Fluke's option, to refund of the purchase price, free of charge repair, or replacement of a defective product which is returned to a Fluke authorized service center within the warranty period.

To obtain warranty service, contact your nearest Fluke authorized service center or send the product, with a description of the difficulty, postage and insurance prepaid (FOB Destination), to the nearest Fluke authorized service center. Fluke assumes no risk for damage in transit. Following warranty repair, the product will be returned to Buyer, transportation prepaid (FOB Destination). If Fluke determines that the failure was caused by misuse, alteration, accident or abnormal condition of operation or handling, Fluke will provide an estimate of repair costs and obtain authorization before commencing the work. Following repair, the product will be returned to the Buyer transportation prepaid and the Buyer will be billed for the repair and return transportation charges (FOB Shipping Point).

THIS WARRANTY IS BUYER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FLUKE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING LOSS OF DATA, WHETHER ARISING FROM BREACH OF WARRANTY OR BASED ON CONTRACT, TORT, RELIANCE OR ANY OTHER THEORY.

Since some countries or states do not allow limitation of the term of an implied warranty, or exclusion or limitation of incidental or consequential damages, the limitations and exclusions of this warranty may not apply to every buyer. If any provision of this Warranty is held invalid or unenforceable by a court of competent jurisdiction, such holding will not affect the validity or enforceability of any other provision.

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