

Badger Meter Warranty For ADE® and 50W ERT® System ADE - 50W-2 Pit ERT ADE - 50W Remote ERT ADE - 50W Integral ERT

ADE-ITR-W-1

12-06

Badger Meter



PRODUCTS COVERED

This warranty shall apply to the Absolute Digital Encoder ("ADE") and Model 50W-2 Pit ERT®, 50W Remote Model, or 50W Integral Model (collectively "Product"), when they are sold assembled, on or after December 1, 2006. When assembled, the Product configurations are final products compatible for use on Recordall® water meters. This warranty is extended only to utilities, municipalities, other commercial users and authorized Badger Meter, Inc. ("Badger") distributors, hereafter referred to as "Customer" and does NOT apply to consumers.

MATERIALS AND WORKMANSHIP

Badger warrants Product to be free from defects in materials and workmanship appearing within the earlier of either: Twenty (20) years after installation; or Twenty (20) years and six (6) months after shipment from Badger. Specifically, Badger will repair or replace, at Badger's discretion, a non-performing ADE, ERT Assembly, or ERT Battery at no cost during the first ten (10) years of the warranty, and at prorated price discounts during the last ten (10) years of the warranty. Badger will apply these prorated price discounts to Product list prices in effect at the time of Product return and according to the following prorated price discount schedule: Years 11 through 15 -- 50% discount; Years 16 through 20 -- 25% discount.

PRODUCT RETURNS

Any Product proved to Badger's satisfaction to have failed the foregoing warranties will, at Badger's option, be repaired or replaced without charge to the Customer. Badger's obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger's receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger is willing and able to replace defective Products to Customer within a reasonable time after receipt of proof that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing original product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by any party other than Badger. The foregoing warranty applies only to the extent that the Product is

installed, serviced and operated strictly in accordance with Badger's installation instructions and Itron's installation manual PUB-0126-001. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in Product technical literature and Installation and Operation manuals (IOMs), or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration, or other circumstances which are beyond Badger's reasonable control. With respect to equipment and parts not manufactured by Badger, the warranty obligations of Badger shall in all respects conform and be limited to the warranty extended to Badger by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of title).

Any description of the Product, whether in writing or made orally by Badger or Badger's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger or Badger's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger.

Exclusion of Consequential Damages and Disclaimer of Other Liability. Badger's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger's liability shall in no event exceed the contract price. **BADGER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER.**

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.

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