



Badger Meter

E-Series® Lead-Free Ultrasonic Meters

PRODUCTS

This warranty shall apply to all Badger Meter E-Series® lead-free meters, models E-25 through E-55, when used to measure potable water and the internal register/encoder and battery used with these meters (collectively "Product"), sold on or after July 1, 2011. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers.

MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship appearing within the earlier of the following time frames.

Lead-Free Housings

Twenty (20) years after installation or twenty (20) years and six (6) months after shipment from Badger Meter.

Electronics, Battery, Transducers, and Register/ Encoder Supplied with the Meters Listed Herein

Twenty (20) years, prorated, after installation or twenty (20) years and six (6) months, prorated, after shipment from Badger Meter.

This warranty is prorated as follows: the first ten (10) years of the warranty and at prorated price discounts during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices in effect at the time of Product return and according to the following prorated price discount schedule: Years 11 through 12 — 75% discount; Years 13 through 15 — 50% discount; Year 16 — 40% discount; Year 17 — 30% discount; Year 18 — 20% discount; and Years 19 through 20 — 10% discount.

Specifically, Badger Meter will repair or replace, at its discretion, a non-performing Product 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 Meter will apply these prorated price discounts to the Product list prices in effect at the time of Product return and according to the following prorated price discount schedule: Years 11 through 12 — 75% discount; Years 13 through 15 — 50% discount; Year 16 — 40% discount; Year 17 — 30% discount; Year 18 — 20% discount; and Years 19 through 20 — 10% discount.

METER ACCURACY

The meter product will meet or exceed meter accuracy of $\pm 1.5\%$ between the gallons per minute (GPM) "minimum flow rate" to "maximum flow rate" for twenty (20) years from date of shipment:

Model E-25 (5/8 inch and 5/8 inch x 3/4 inch):

0.1 GPM to 25 GPM

Model E-35 (3/4 inch):

0.1 GPM to 32 GPM

Model E-55 1 inch:

0.4 GPM to 55 GPM

EXTENDED LOW-FLOW METER ACCURACY

Badger Meter further warrants the meter product to meet or exceed extended low-flow accuracy of $\pm 3\%$ from the following "extended low-flow rates" to the "minimum flow rate" for twenty (20) years from date of shipment:

Model E-25 (5/8 inch and 5/8 inch x 3/4 inch):

0.05 GPM up to 0.1 GPM

Model E-35 (3/4 inch):

0.05 GPM up to 0.1 GPM

Model E-55 (1 inch):

0.25 GPM up to 0.4 GPM

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter 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 Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C700-09 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical literature and Installation and Operation Manuals (IOMs), or which have been subject to vandalism, negligence, accident, acts of God, alteration, improper installation, operation or repair, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter 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 Product, whether in writing or made orally by Badger Meter or its 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 Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER 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 METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

E-Series is a registered trademark of Badger Meter, Inc.

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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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