

Badger Meter

Badger Meter Warranty For Portable Large Meter Testers

PRODUCTS COVERED

This warranty shall apply to Badger® Portable Large Meter Testers and the electronic displays used with these meters (collectively "Product"), sold on or after July 2, 2009. The warranty is extended only to utilities, municipalities, other commercial users, authorized Badger Meter, Inc. ("Badger®") distributors, and does NOT apply to consumers.

MATERIALS AND WORKMANSHIP

Badger warrants the Product to be free from defects in materials and workmanship appearing within one (1) year after shipment from Badger.

If product is damaged or requires mechanical rework within this warranty period, this warranty will be valid only if product is properly re-calibrated.

PRODUCT RETURNS

Any equipment and parts ("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. The exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger 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

Unless otherwise provided for herein, this warranty shall not apply to Product manufactured, repaired, or altered by a party other than Badger. The foregoing warranty applies only to the extent that the Product is installed and operated strictly in accordance with AWWA Standard C703-96, product technical literature, and Installation and Operation Manuals (IOMs). The warranty shall not apply and shall be void with respect to Product exposed to service conditions exceeding those found in normal potable water systems, 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. If a Meter Product is claimed to breach the accuracy warranties stated herein, the customer shall submit a certified copy of the test results at the time the Meter Product is returned to Badger. The warranties as to accuracy shall be void if an examination of the customer's water supply shows an unusually adverse effect on Product.

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, literature, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any purchaser'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 therein. **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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