

Badger Meter Warranty For Easy-Probe™ EP-701A Reader

Badger Meter

PRODUCTS COVERED

This warranty shall apply to the Easy-Probe™ EP-701A Reader, hereinafter referred to as "Product", sold by Badger Meter, Inc. on or after October 1, 2003. The warranty is extended only to utilities, municipalities, other commercial users, and authorized distributors, hereinafter referred to as "Customer", and does NOT apply to consumers.

MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger®") warrants Product supplied hereunder to be free from defects in materials and workmanship for a period of 12 months from date of shipment.

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 or replacement and shall be conditioned upon Badger's receiving written notice of any alleged defect within 10 days after its discovery. The Customer will, however, be responsible for returning the Product to the nearest Badger factory or distribution center, and for any other costs incurred. Returned goods should be shipped prepaid to Badger Meter.

LIMITS OF LIABILITY

This warranty shall not apply to Product or equipment or parts which shall have been repaired or altered by any party other than Badger. The foregoing warranty applies only to the extent that the equipment or parts are operated and maintained strictly in accordance with Badger's installation instructions. The warranty shall not apply and shall be void with respect to equipment or parts exposed to conditions other than those detailed in product technical literature and Installation, Operation, Maintenance instruction manuals (IOM), 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). 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 or issue a credit to customer within a reasonable time after receipt of proof that a defect is involved.

Any description of 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 products and shall not be construed as an express warranty. Any suggestions by Badger or Badger's agents regarding use, application, or suitability of the products 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.**

Badger® is a registered trademark of Badger Meter, Inc.
Easy-Probe™ is a trademark of Metre Pro Technologies.

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 bid obligation exists.

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