

Badger Meter

Badger Meter Warranty For Research® Control Valves

Seller warrants the product sold under Seller's trademark to be free from defects in materials and workmanship for a period of 12 months from date of shipment. If within such period any such equipment or parts shall be proved to Seller's satisfaction to be defective, such equipment or parts shall be repaired or replaced at Seller's option. Seller's obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Seller's receiving written notice of any alleged defect within 10 days after its discovery and, at Seller's option, return of such equipment or parts to Seller, f.o.b. its factory at Tulsa, Oklahoma. This warranty shall not apply to equipment or parts which shall have been repaired or altered by others than Seller, or which shall have been subject to negligence, accident, damage by circumstances beyond Seller's control, or improper operation, maintenance or storage, or to other than normal use or service.

Shipment is f.o.b. factory. Acceptance by the carrier constitutes delivery by the Company and purchaser must file any claims for damage or loss in transit against the carrier. Any claim should cover concealed damage as well as visible damage. Upon request, the Company will supply purchasers with shipping papers necessary to support such claims.

Material should not be returned until authorized by the Company.

THE FOREGOING WARRANTY IS EXTENDED ONLY TO THE ORIGINAL PURCHASER OF THE EQUIPMENT AND IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY

AND FITNESS FOR A PARTICULAR PURPOSE (EXCEPT OF TITLE). This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger® is willing and able to repair or replace defective product or issue a credit to Purchaser within a reasonable time of proof to Badger that a defect is involved.

Any description of 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 Product and shall not be construed as an express warranty. Any suggestions by Badger or Badger's 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.

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.**

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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 bid obligation exists.

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