



Badger Meter

Recordall® Engineered Polymer Model 40 Disc Meters

PRODUCTS COVERED

This warranty shall apply to all Recordall® Engineered Polymer Model 40 Disc Meters when used to measure potable water; and the registers and encoders used with these meters (collectively "Product"), sold on or after November 1, 2011. This warranty is extended only to utilities, municipalities, other commercial users and authorized Badger Meter, Inc. distributors, hereafter referred to as "Customer" and does NOT apply to consumers.

MATERIALS AND WORKMANSHIP

Badger Meter warrants Product to be free from defects in materials and workmanship appearing within the earlier of the following timeframes:

Engineered Polymer Housings

Thirty (30) years after installation or thirty (30) years and six (6) months after shipment from Badger Meter.

Local Registers Supplied with the Meters Listed Herein

Twenty-five (25) years after installation or twenty-five (25) years and six (6) months after shipment from Badger Meter.

ADE® and RTR® Encoders Supplied with the Meters Listed Herein

Ten (10) years after installation or ten (10) years and six (6) months after shipment from Badger Meter.

AWWA NEW METER ACCURACY

The meter product will meet or exceed new meter accuracy standards set forth in AWWA Standard C710-09 for the following periods:

Model 40 Recordall 1"

Three (3) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.

AWWA REPAIRED METER ACCURACY (AWWA M6 MANUAL)

The meter product will meet or exceed repaired meter accuracy standards set forth in AWWA Manual M-6, Chapter 5 (1999) Table 5.3 for the following periods:

Model 40 Recordall 1"

Fifteen (15) years from date of shipment or registration of 3,250,000 gallons, whichever occurs first, with a 50 GPM safe maximum operating capacity and a 25 GPM maximum rate for continuous operation.

BADGER METER EXTENDED LOW FLOW METER ACCURACY

Badger Meter further warrants the meter product to meet or exceed the following extended low flow accuracies in excess of AWWA standards:

Model 40 Recordall 1"

Badger Meter warrants low flow accuracy of 95% at a rate of 3/8 GPM for three (3) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.

PRODUCT RETURNS

Any Product proved to Badger Meter's satisfaction to have failed the foregoing warranties will, at Badger's option, be repaired or replaced without charge to the Customer. Badger Meter's obligation hereunder shall be limited to such repair and

replacement and shall be conditioned upon Badger Meter'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 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 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 Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C710-09. 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 Meter's reasonable control. 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 the Product, whether in writing or made orally by Badger Meter or Badger Meter'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 Meter or Badger Meter'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 Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability. Badger Meter's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger Meter's 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.**

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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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