

# Badger Meter Warranty For Recordall® Compound Meters

Badger Meter



## PRODUCTS COVERED

This warranty shall apply to all Recordall® compound meters, sizes 2" through 6", and the dual RTR® registers used with these meters which are sold by Badger Meter, Inc. on or after September 1, 1999. The warranty is extended only to utilities, municipalities, other commercial users, authorized distributors, and does NOT apply to consumers.

## MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger") warrants equipment and parts manufactured by it and supplied hereunder to be free from defects in materials and workmanship for a period of 12 months from date of shipment when installed, serviced and operated according to Badger instructions.

## HOUSINGS

Bronze meter housings are warranted to retain their structural integrity for a period of 1 year from date of shipment.

## DUAL RTR® REGISTERS

Badger RTR® registers (other than remote registers) which are supplied with the meters listed herein are warranted to function for a period of 10 years from date of shipment.

## REMOTE REGISTERS

Badger remote registers supplied with meters are warranted to function for a period of 1 year from date of shipment.

## METER ACCURACY

The meters are warranted to meet or exceed accuracy standards of AWWA Standard C702-92 for a period of 1 year from date of shipment.

## 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 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 assuming the cost of removing the original Product and of reinstalling the repaired or replaced Product. Returned goods should be shipped prepaid to Badger Meter.

## LIMITS OF LIABILITY

This warranty shall not apply to equipment or parts not manufactured by Badger or to equipment or parts which shall have been repaired or altered by others than Badger. The foregoing warranty applies only to the extent that the equipment or parts are installed and operated strictly in accordance with AWWA Standard C702-92. The warranty shall not apply and shall be void with respect to

equipment or parts exposed to service conditions exceeding those found in normal potable water systems, or which have been subject to vandalism; negligence; accident; acts of God; alteration; improper installation, operation or repair; 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 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 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 metering equipment.

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 purchaser within a reasonable time of proof to Badger that a defect is involved.

Any description of the products, 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.

**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 bid obligation exists.

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