

## Badger Meter Warranty For RTR® Only As Connected To 50W Pit ERT®, 50W Remote ERT or 50W Integral ERT

### Badger Meter



#### PRODUCTS COVERED

This warranty shall apply to the Recordall® Transmitter Register ("RTR®") only when assembled to the Itron® Model 50W pit ERT®, 50W Remote Model, or 50W Integral Model, sold after September 1, 2003. When assembled, the RTR-ERT is a final product configuration for use on Recordall water meters. This warranty is extended only to utilities, municipalities and other commercial users and authorized Badger Meter distributors hereafter referred to as "Customer" 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 10 years and 6 months from date of shipment. This warranty shall be limited to the RTR portion of the RTR - 50W Pit ERT, 50W Remote Model, or 50W Integral Model, when the product is assembled by Badger Meter, Inc. **This warranty shall not apply to the Itron Model 50W ERTs or its enclosure, or the Itron model 50W ERT with inline connector, as supplied by Itron Inc. and included in Itron Warranty WTY-0001-001.**

#### 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 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 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 installed and operated strictly in accordance with Badger's installation instructions and Itron's installation manual PUB-0126-001. 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, Instruction manuals (IOM), or which have been subject to vandalism, negligence,

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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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 the products, 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.**