

**Smart Energy and Thermal Solutions**  
**evoQ4 PRODUCT WARRANTY**  
**(United States of America – English)**  
**Elster AMCO Water, LLC**

- 1) **Product Warranty:** Elster AMCO Water, LLC (“Supplier”) warrants that the evoQ4 Electromagnetic Water Meter excluding ancillary devices (“Product”) shall be free from defects in
  - a) material and workmanship,
  - b) accurate indications of digital figures on the display, and
  - c) measurements that conform to the parameters set forth in Exhibit A for the relevant meter,all evoQ4 subject to the warranty conditions and exclusions set forth herein for the duration of the applicable Warranty Period established below, beginning upon the manufacture date imprinted on the Product.
- 2) **Warranty Conditions:** These Warranties apply provided the Product is utilized for potable water from 32°F (0°C) to 86°F (30°C), in ambient temperatures from 14°F (-10°C) to 120°F (50°C), and in average ambient temperatures of 86°F (30°C) or less, and in accordance with Elster AMCO’s Installation and Operation Manual (“Manual”). This warranty applies exclusively to the original utility as Buyer when Product is purchased from either Elster AMCO or an Elster AMCO-authorized distributor (“Business Partner”).
- 3) **Warranty Period:**
  - a) Built-In Battery EvoQ4 - ten (10) years; and
  - b) Replaceable Battery EvoQ4 – fifteen (15) years (provided, to the extent applicable, only Supplier or Supplier’s authorized representative have replaced a new replaceable battery pack).
- 4) **Battery Warranty:** Subject to the conditions and exclusions set forth herein, Supplier warrants that the Product battery shall be free from defects in continuous battery life as set forth below for the relevant Product type:
  - a) Built-In Battery EvoQ4 has a battery warranty period of ten (10) years from the manufacture date imprinted on each meter.
  - b) Replaceable Battery EvoQ4 has a warranty period as follows beginning upon the manufacture date imprinted on each meter: (i) 1.5 to 4 inch size, a period of ten (10) years; (ii) 6 inch size, a period of seven (7) years; and eight (8) to twelve (12) inch size, a period of five (5) years.
- 5) **Ancillary Devices:** The foregoing ten-year warranty does not apply to Ancillary Devices shipped with the Product. For the purposes of this Warranty, Ancillary Devices shall include but not be limited to encoder communication modules, replaceable batteries, spool pieces and remote totalizer displays. If installed and operated in accordance with the Manual, Elster AMCO warrants that the Ancillary Devices shall be free from defects in materials and workmanship for a period of 18 months from the manufacture date imprinted on each device, or from date of shipment for devices not serialized.
- 6) **Exclusions:** Supplier shall have no obligation hereunder with respect to any Product, Battery or Ancillary Devices which (i) have been improperly repaired or altered; (ii) have been subjected to misuse, negligence or accident; (iii) have been damaged due to forces of nature; or (iv) have been used, stored or installed in a manner contrary to Supplier’s instructions. Further, Supplier has no responsibility under these Warranties for (a) consumable parts, such as protective coatings that are designed to diminish over time; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) any failure, non-conformity or defect of the Product or component thereof caused by any particles in the water which affect their function outside the normal or standards generally accepted in the industry, aggressive water or other environmental conditions (including submersion in contaminated ground water or foreign matter in the water or environment); (d) damage caused by use with another product; (e) damage caused by accident, abuse, vandalism, deliberate tampering, theft, mishandling, misapplication, misuse, fire, earthquake or other external cause; (f) improper installation and/or damage caused by operating the Product outside Elster AMCO Water’s Manual or other published guidelines; (g) damage caused by services (including but limited to upgrades, maintenance, repairs and expansions) performed by anyone who is not a representative of Elster AMCO Water or authorized by Elster AMCO Water to undertake such work; (h) a Product that has been modified to alter functionality or capability without the written permission of Elster AMCO Water; (i) defects caused by normal

- wear and tear or otherwise due to the normal aging of the Product; (j) any serial number or security seals (in whole or in part) have been removed or defaced from the Product, (k) products and/or components provided by the Buyer; (l) in case of acts of God or other conditions or circumstances beyond the reasonable control of Elster AMCO Water; (m) a Product that has been immersed in water above 30°C; (n) a Product that has been immersed in water below 30°C to a depth in excess of 1.0 meter for a continuous period that exceeds 24 hours; or (o) if any equipment interrogates the Product, then the frequency of such interrogation is no more than once per hour.
- 7) **Products Remedy:** If a nonconformity to the foregoing warranty is discovered in the Products during the applicable Warranty Period under normal and proper use, and provided the Products have been properly stored, installed, operated and maintained (Buyer to provide proper records), Buyer shall promptly notify Supplier and return the Product via Supplier’s Return Material Authorization process. Upon Supplier’s confirmation of such failure, Supplier shall, at its option, (i) within the first ten years of the applicable Warranty Period, either repair, replace, or refund the nonconforming portion of the Products, and (ii) with respect to Products having a Warranty Period exceeding ten (10) years, provide a discounted purchase price of a replacement product based upon the then current list price as follows:
    - At least 10 years but less than 11 years – 40% discount
    - At least 11 years but less than 12 years – 30% discount
    - At least 12 years but less than 13 years – 20% discount
    - At least 13 years but less than 14 years – 15% discount
    - At least 14 years but less than 15 years – 10% discount.
  - 8) **Remedy Exclusions:** With respect to all warranties set forth herein, in no event, shall Supplier be responsible for gaining access to the Products, disassembly, reassembly or transportation of the Products or parts from or to the place of installation, all of which shall be at Buyer’s risk and expense.
  - 9) **Additional Limitations:** Any description of product, whether in writing or made orally by Supplier or its agents, or set forth in specifications, samples, literature, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Buyer’s order are for the sole purpose of identifying product and shall not be construed as an express or implied guarantee. Any suggestions by Supplier or its agents regarding use, application or suitability of product shall not be construed as an express or implied guarantee unless expressly set forth as a warranty in writing issued by Supplier.
  - 10) THE REMEDIES SET FORTH HEREIN ARE BUYER’S EXCLUSIVE REMEDIES AGAINST SUPPLIER, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER LEGAL OR CONTRACTUAL OR EXTRA-CONTRACTUAL BASIS OR THEORY, AND WHETHER ARISING OUT OF WARRANTIES, GUARANTEES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS OR DEFECTS FROM ANY CAUSE.
  - 11) THE EXPRESS WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES AND THE LIKE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND CONSTITUTE THE ONLY WARRANTIES OF SUPPLIER WITH RESPECT TO THE PRODUCTS.
  - 12) IN NO EVENT SHALL SUPPLIER AND/OR ITS BUSINESS PARTNERS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS AND CLAIMS OF CUSTOMERS OF BUYER OR OTHER THIRD PARTIES.

## Fire Service RB Meters

Performance	Inches	1.5	2	3	4	6	8
	mm	40	50	80	100	150	200
> 95% Accuracy	GPM	0.25	0.25	0.25	1.7	4	8
	m <sup>3</sup> /h	0.057	0.057	0.057	0.4	0.9	1.8
*98.5%-101.5% Accuracy	GPM	1-130	1-170	2-550	4-880	8-1400	16-3500
	m <sup>3</sup> /h	0.227-30	0.227-39	0.5-125	0.9-200	1.8-318	3.6-795
**Maximum flow	GPM	130	170	550	880	1400	3500
	m <sup>3</sup> /h	30	39	125	200	318	795
***Max. Operating Pressure	psi	175	175	230	230	230	230
	Bar	12	12	16	16	16	16

UL listing covers normal flow ranges (98.5 - 101.5% accuracy)

\*\*Typical maximum registered flow. evoQ4 is unaffected by deluge flows delivered for fire services

\*\*\*UL listing applies to operating pressure of 175psi

## LOW Flow evoQ4

Performance	1 1/2"	(DN 40mm)	2"	(DN 50mm)
> 95% Accuracy GPM (m <sup>3</sup> /h)	0.25	(0.057)	0.25	(0.057)
98.5%-101.5% Accuracy GPM (m <sup>3</sup> /h)	1-130	(0.227-30)	1-170	(0.227-39)
Maximum flow* GPM (m <sup>3</sup> /h)	130	(30)	170	(39)
Max. Operating Pressure psi (bar)	175	(12)	175	(12)

\*Flow in excess of maximum does not affect performance at flows within limits

## AL evoQ4

Performance	1 1/2"	(DN 40mm)	2"	(DN 50mm)
> 95% Accuracy GPM (m <sup>3</sup> /h)	0.26	(0.11)	0.26	(0.11)
98.5%-101.5% Accuracy GPM (m <sup>3</sup> /h)	2	(0.5)	2	(0.5)
Maximum flow GPM (m <sup>3</sup> /h)	220	(50)	220	(50)
Max. Operating Pressure psi (kPa)	150	(10)	150	(10)

## Replaceable Battery evoQ4

Performance	Inches	1.5	2	3	4	6	8	10	12
	mm	40	50	80	100	150	200	250	300
> 95% Accuracy	GPM	0.25	0.25	0.6	1.7	4	8	32	32
	m <sup>3</sup> /h	0.06	0.06	0.14	0.4	0.9	1.8	7.3	7.3
98.5%-101.5% Accuracy	GPM	1-130	1-220	2-550	4-880	8-1400	16-3500	50-5500	65-5500
	m <sup>3</sup> /h	0.23-30	0.23-50	0.5-125	0.9-200	1.8-318	3.6-795	11.4-1249	14.8-1249
Maximum flow	GPM	130	220	550	880	1400	3500	5500	5500
	m <sup>3</sup> /h	30	50	125	200	318	795	1294	1294
Max. Operating Pressure	psi	175	230	230	230	230	230	150	150
	Bar	12	16	16	16	16	16	10	10

## Standard evoQ4

Performance	Inches	2	3	4	6	8	10	12
	mm	50	80	100	150	200	250	300
> 95% Accuracy	GPM	0.25	0.6	1.7	4	8	32	32
	m <sup>3</sup> /h	0.06	0.14	0.4	0.9	1.8	7.3	7.3
98.5% - 101.5% Accuracy	GPM	1-220	2-550	4-880	8-1400	16-3500	50-5500	65-5500
	m <sup>3</sup> /h	0.23-50	0.5-125	0.9-200	1.8-318	3.6-795	11.4-1249	14.8-1249
Maximum flow	GPM	220	550	880	1400	3500	5500	5500
	m <sup>3</sup> /h	50	125	200	318	795	1249	1249
Max. operating pressure	psi	230	230	230	230	230	150	150
	Bar	16	16	16	16	16	10	10

## evoQ4 Standard Fire Service Meter

Performance	Inches	1.5	2	3	4	6	8
	mm	40	50	80	100	150	200
> 95% Accuracy	GPM	0.25	0.25	0.6	1.7	4	8
	m <sup>3</sup> /h	0.057	0.057	0.14	0.4	0.9	1.8
*98.5% - 101.5% Accuracy	GPM	1-130	1-170	2-550	4-880	8-1400	16-3500
	m <sup>3</sup> /h	0.227-30	0.227-39	0.5-125	0.9-200	1.8-318	3.6-795
**Maximum flow	GPM	130	170	550	880	1400	3500
	m <sup>3</sup> /h	30	39	125	200	318	795
***Max. operating pressure	psi	175	175	230	230	230	230
	Bar	12	12	16	16	16	16

UL listing covers normal flow ranges (98.5 - 101.5% accuracy)

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