

Smart Energy and Thermal Solutions
STATEMENT OF PRODUCT WARRANTIES
(United States of America – English)

Elster American Meter Company, LLC and Elster Canadian Meter Company, Inc.



- 1) **Products Warranty:** In accordance with the CONDITIONS OF SALE, Supplier warrants that the hardware, products or other tangible materials identified in the Purchase Order (“**Products**”) shall be delivered free of defects in material and workmanship. The warranty remedy period for Products shall end twelve (12) months after date of shipment except as set forth otherwise herein. All Products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original warranty period.
 - a) **Products Remedy:** If a nonconformity to the foregoing warranty is discovered in the Products during the applicable warranty remedy 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, either (i) repair or replace the nonconforming portion of the Products, or (ii) refund the portion of the price applicable to the nonconforming portion of Products less a prorated benefit the relevant Products have provided.
 - b) **Exceptions:** With respect to all warranties set forth in this STATEMENT OF PRODUCT WARRANTIES, 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. Supplier shall have no obligation hereunder with respect to any Products 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 in a manner contrary to Supplier’s instructions.
- 2) **Services Warranty:** Supplier warrants that Services shall be performed in a good and workmanlike manner. The warranty remedy period for Services shall end ninety (90) days after the date of completion of Services.
 - a) **Services Remedy:** If a nonconformity to the foregoing warranty is discovered in the Services during the applicable warranty remedy period, and written notice of such nonconformity is provided to Supplier promptly after such discovery and within the applicable warranty remedy period, Supplier shall, at its option, either (i) re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of the Services.
- 3) **Battery Warranty applicable to AC-250 NXS, AC-250 NXU, and NXCM:** A battery warranty, if any, shall be set forth in a separate agreement between Supplier and Buyer which identifies the applicable Product configuration and corresponding battery conditions.
- 4) **Performance Warranty applicable to Models AC-250NXU, AC-250NXS, AC-250, AT-210, AT-250 and AC-250NX (“Meters”):** Supplier guarantees the Meters as follows:
 - No less than 85% of each shipment of Meters will maintain or be adjustable to plus or minus 2% of zero error at check test rate of flow or the applicable requirement proscribed by the utility commission having jurisdiction over where the Meter is deployed, whichever is greater; and
 - This guarantee will remain in effect for each Meter for a period of 15 years from the date of its shipment by Supplier or until the Meter is taken from service for any reason, whichever is earlier (“Gas Guarantee”).
- 5) Buyer, the entity issuing an Order, assumes responsibility for determining the Meters provided are suitable for their intended application and use. Supplier’s warranty obligation is contingent upon, Buyer promptly notifying Supplier upon discovery of a Meter’s performance not meeting the Gas Guarantee and returning the Meter via Supplier’s Return Material Authorization process, and upon Supplier’s confirmation of such failure. Supplier, at its option, will either repair, replace, furnish a similar meter or remit all or a portion of the purchase price. Supplier’s Gas Guarantee shall be void and Supplier shall not be liable for any damage of any kind, arising from, the use of Supplier’s Meters with erosive, corrosive, or potentially freezing liquids or gases. This Gas Guarantee shall not apply to Meters operated in excess of the Meter’s rated badge capacity, or installed in curb vaults, pits, or other types of non-conventional installations, or if the Meters were repaired or altered, by any party other than Supplier or its affiliates.
- 6) This Gas Guarantee shall be null and void after any device other than one manufactured by Supplier is installed on or in connection with the Meter. However, if a radio transmitter module or similar device is connected to the Meter as part of an Automated Meter Reading (AMR)/Automated Metering Infrastructure (AMI) solution, such connection shall not void this Gas Guarantee, unless such device (or similar devices) or the connection therewith causes or relates to any failure, non-conformity, or defect in the Meter’s performance whether or not the device is installed by Supplier.
- 7) Supplier shall not be liable for any non-conformity, damage, failure, or defect to any Meter caused by alteration, poor maintenance, vandalism, theft, mishandling, repair by unauthorized personnel, misuse, painting of the Meter, installation errors or installation not in accordance with applicable installation instructions, acts of God, the negligent acts or omissions or malfeasance of Buyer, or any third party, or other conditions beyond the control of Supplier. Supplier shall not be liable for any costs of removal, installation, or re-installation hereunder. Non-U.V. protective index boxes are not covered under this Gas Guarantee. Neither Buyer nor Supplier shall be liable to the other for any special, indirect, or consequential damage resulting in any manner from Supplier’s Products. In no event shall Supplier’s liability to Buyer, regardless of the reason, exceed the purchase price of the Meter giving rise to the liability hereunder.
- 8) 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.
- 9) 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.