

Submetering Guarantee for Absolute Encoder Registers for C700 Water Meters

Scope of Guarantee

This guarantee applies exclusively to Elster AMCO Water Absolute Encoder Registers manufactured for C700 waterworks or low-lead bronze or polymer case Positive Displacement Meters and Elster AMCO-manufactured electronic interface devices shipped on or after July 1, 2007, when used in potable water below 120° F in accordance with Elster AMCO's published Technical Specifications and when installed in accordance with Elster AMCO's published installation instructions, both as in effect at the date of Elster AMCO's shipment of the product. This guarantee applies exclusively to the original multi-family purchaser when product is purchased from either Elster AMCO or an Elster AMCO-authorized distributor ("Business Partner").

Materials and Workmanship

If used and installed as described above, Elster AMCO guarantees product covered by this guarantee to be free from defects in materials and workmanship for a period of 12 months after installation or 18 months after shipment by Elster AMCO or its authorized Business Partner, whichever occurs first.

Register Functionality

If used and installed as described above, Elster AMCO guarantees mechanical functionality of Absolute Encoder Registers for C700 meters for 10 years from date of manufacture by Elster AMCO. Elster AMCO further guarantees electronic functionality for 5 years from date of manufacture by Elster AMCO, both provided register model is appropriate to installation environment as specified by Elster AMCO.

Interface Devices

If used and installed as described above, Elster AMCO-manufactured electronic interface devices are guaranteed to be free from defects in material and workmanship for a period of 12 months after installation or 18 months after the date of shipment by Elster AMCO or its authorized Business Partner, whichever occurs first.

Claims

Any meter or register covered by this guarantee that fails to meet the terms of the stated guarantee will be repaired or replaced, at the option of Elster AMCO, without additional charge to the customer. The customer is responsible for removing the meter or register from service, returning it to the factory service center designated by Elster AMCO, providing a written or electronic (facsimile or e-mail) claim notice, and for freight costs to and from the service center. Customer is also responsible for reinstalling repaired or replaced product.

Limits of Liability

This guarantee does not apply to meters or registers damaged by aggressive water conditions, foreign matter in water, vandalism, negligence, installation not in accordance with Elster AMCO'S installation instructions, mis-application or other use not as described above, acts of God or other conditions beyond the control of Elster AMCO. This guarantee is null and void if a meter is altered by the addition of any register not manufactured by or on behalf of Elster AMCO for its specific model and size. If a meter is claimed to breach the accuracy guarantees as stated herein, the customer shall submit a certified copy of the test results at the time the meter is returned to Elster AMCO. The guarantees as to accuracy shall be void if an examination of the customer's water supply shows an unusually adverse effect on metering equipment.

Any description of product, whether in writing or made orally by Elster AMCO or its agents, specifications, samples, literature, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any customer's order are for the sole purpose of identifying product and shall not be construed as an express or implied guarantee. Any suggestions by Elster AMCO or its agents regarding use, application or suitability of product shall not be construed as an express or implied guarantee unless confirmed to be such in writing by Elster AMCO.

The laws of the State of Florida, excluding its conflicts of law rules shall exclusively govern this guarantee. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.



THE FOREGOING EXPRESS GUARANTEE IS IN LIEU OF ALL OTHER GUARANTEES OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY (EXCEPT FOR WARRANTY OF TITLE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMER'S EXCLUSIVE REMEDY AND ELSTER AMCO'S AND ITS BUSINESS PARTNERS' SOLE LIABILITY ON ANY CLAIM, WHETHER IN TORT (INCLUDING STRICT LIABILITY), NEGLIGENCE, CONTRACT, WARRANTY OR OTHERWISE, FOR ANY METER OR REGISTER WHICH FAILS TO MEET THE TERMS OF THE GUARANTEE STATED ABOVE, SHALL BE LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED ABOVE. IN NO EVENT SHALL ELSTER AMCO AND/OR ITS BUSINESS PARTNERS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO 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 THE CUSTOMER OR OTHER THIRD PARTIES.

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