

Utility Guarantee for Absolute Encoder Registers for C700, C3000, T3000, T4000, TS4000, F4000 and S2000 Water Meters

Scope of Guarantee

This guarantee applies exclusively to Elster AMCO Water Absolute Encoder Registers manufactured for C700 Positive Displacement Meters, C3000 Compound Meters, T3000/T4000/TS4000 Turbine Meters, F4000 Fire Service Meters and S2000 Single Jet Meters manufactured after February 1, 2008, 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 as of the date of Elster AMCO's shipment of the product. This guarantee applies exclusively to the original utility purchaser when product is purchased from either Elster AMCO Water or an Elster AMCO Water-authorized distributor ("Business Partner").

Materials and Workmanship

If used and installed as described above, Elster AMCO Water 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 Water or its authorized Business Partner, whichever occurs first.

Register Functionality

If used and installed as described above, Elster AMCO Water guarantees that Absolute Encoder Registers for C700, C3000, T3000/T4000/TS4000 and S2000 meters will function for 10 years from date of manufacture by Elster AMCO Water, provided register model is appropriate to installation environment as specified by Elster AMCO Water.

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.

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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