

# Utility Guarantee for HT4000 Fire Hydrant Meters

## Scope of Guarantee

This guarantee applies to Elster AMCO Water HT4000 Fire Hydrant Meters and registers purchased therewith shipped on or after January 22, 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 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.

## Case Integrity

If used and installed as described above, Elster AMCO guarantees that the main cases of product covered by this guarantee will retain their structural integrity of a period of 1 year from date of shipment by Elster AMCO or its authorized Business Partner.

## Register Functionality

If used and installed as described above, Elster AMCO guarantees that direct read registers purchased with HT4000 meters will function for 10 years from date of manufacture by Elster AMCO.

## 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.



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