

# Kamstrup Water Metering L.L.C.

## Limited Warranty for Products and Services sold by Authorized Resellers

**1.0 Definitions.** As used herein: (a) **Seller.** Seller shall refer to the authorized reseller that is selling Products to Buyer on behalf of Kamstrup Water Metering L.L.C. (b) **Buyer.** Buyer shall refer to the purchaser of goods sold by Seller on behalf of Kamstrup Water Metering L.L.C., as set forth in the particular Sales Order, and shall include all agents, subsidiaries, parent company, and any affiliated entity of Buyer. (c) **Sales Order.** Sales Order shall refer to the purchase order acceptance, order confirmation or invoice issued by Seller reflecting the sale of the Products sold on behalf of Kamstrup Water Metering L.L.C. to Buyer. (d) **Products.** Products shall refer to the products, and related services if any, sold by Seller on behalf of Kamstrup Water Metering L.L.C. to Buyer as identified in the Sales Order.

### 2.0 Limited Warranty

**2.1. General.** Kamstrup Water Metering L.L.C. warrants that the Products shall be free from defects in Materials and Workmanship for a period of two (2) years from the date of delivery to Buyer (the "Warranty Period").

**2.2. Special Limited Warranty Terms For flowIQ® 2100 Series, flowIQ® 2250 Series, flowIQ® 3101 Series Cold Water Meters and flowIQ® 3250 Series Cold Water Meters.** Notwithstanding Section 2.1, with regard to flowIQ® 2100 Series, flowIQ® 2250 Series, flowIQ® 3101 and flowIQ® 3250 Series Cold Water Meters, and USB Meter Readers which are delivered to Buyer directly from Kamstrup Water Metering L.L.C., the following warranty terms shall apply:

#### Accuracy

Kamstrup Water Metering L.L.C. warrants that the flowIQ® 2100 Water Meters, flowIQ® 2250 Water Meters, flowIQ® 3101 Water Meters and flowIQ® 3250 Water Meters will perform to the accuracy as defined in applicable AWWA standards for a period of twenty (20) years from date of delivery to Buyer. In the absence of published AWWA standards specific to cold water ultrasonic revenue meters, the new meter accuracy refers to AWWA standard C708-11 [section 4.2.8] and to AWWA M6 manual [chapter 5, Testing new meters and table 5-3 defining test rates in accordance with AWWA C708].

Kamstrup Water Metering L.L.C. shall, at its sole discretion, repair or replace any defective meters at no cost for year one (1) through year ten (10) following the date of delivery or refund the purchase price for the defective meters. For year eleven (11) through year twenty (20) following the date of delivery, Kamstrup Water Metering L.L.C. shall, at its sole discretion, repair or replace any defective meters at a cost based on the prices set out in the price list valid at the time of return of the product and reduced by a percentage according to the following schedule:

Year	Replacement Price	Year	Replacement Price
1 – 10	no cost	16	50%
11	20%	17	60%
12	25%	18	70%
13	30%	19	80%
14	35%	20	90%
15	40%		

The limited warranty is conditional on the meters having been used only for clean drinking water as defined in the Safe Drinking Water Act (SDWA), United States Environmental Protection Agency (EPA) for normal meter operation and on the meters having been installed in accordance with the product documentation supplied with the product by Kamstrup Water Metering L.L.C. and provided on its website.

Any meter accuracy claims shall be subject to verification - initiated by Kamstrup Water Metering L.L.C. - through testing by a NIST Traceable laboratories or ISO 17025-accredited laboratories.

#### Battery Life

Based on operation of the meters with either communication via the three wire encoded output OR with communication via the embedded radio, the warranty on the system battery in the flowIQ® Water Meters shall be for a period of twenty (20) years. Kamstrup Water Metering L.L.C. shall, at its sole discretion, (i) replace any defective batteries or any meters that contain defective batteries at no cost for year one (1) through year ten (10) following the date of delivery or (ii) refund the purchase price for the defective batteries or the meters that contain defective batteries. For year eleven (11) through year twenty (20) following the date of delivery, Kamstrup Water Metering L.L.C. shall, at its sole discretion, replace any defective batteries or any meters that contain defective batteries at a cost based on the prices set out in the price list valid at the time of return of the product and reduced by a percentage according to the following schedule:

Year	Replacement Price	Year	Replacement Price
1 – 10	no cost	16	50%
11	20%	17	60%
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The Special Limited Warranty Terms related to Battery Life for flowIQ® 2250 Series and flowIQ® 3250 Series Cold Water Meters is void if the flowIQ® 2250 Series and flowIQ® 3250 Series Cold Water Meters at any time has been configured into priority mode.

The limited warranty is conditional on the meters having been used only for clean drinking water as defined in the Safe Drinking Water Act (SDWA), United States Environmental Protection Agency (EPA) for normal meter operation and on the meters having been installed in accordance with the product documentation supplied with the product by Kamstrup Water Metering L.L.C. and provided on its website.

- 2.3. **Product Return.** IF, WITHIN THE APPLICABLE WARRANTY PERIOD, (I) BUYER DISCOVERS ANY DEFECTS IN MATERIALS OR WORKMANSHIP, ACCURACY OR BATTERY LIFE AND (II) NOTIFIES KAMSTRUP WATER METERING L.L.C. IN WRITING OF SUCH DEFECTS, AND (III) RETURNS THE DEFECTIVE PRODUCTS TO KAMSTRUP WATER METERING L.L.C., KAMSTRUP WATER METERING L.L.C. SHALL, AT ITS SOLE DISCRETION, REPAIR OR REPLACE THE DEFECTIVE PRODUCTS OR BATTERIES AS NOTED ABOVE, OR REFUND THE PURCHASE PRICE FOR THE DEFECTIVE PRODUCTS OR BATTERIES. THIS WARRANTY SHALL NOT APPLY TO ANY OF THE FOLLOWING: (A) PRODUCTS THAT HAVE BEEN ALTERED; (B) PRODUCTS THAT HAVE BEEN DAMAGED BY NEGLIGENCE OR ACCIDENT OR BY OTHER CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF KAMSTRUP WATER METERING L.L.C.; OR (C) PRODUCTS THAT HAVE BEEN IMPROPERLY USED OR MAINTAINED BY BUYER, OR THAT HAVE BEEN SUBJECTED TO ABNORMAL CONDITIONS OF USE OR MAINTENANCE NOT IN CONFORMITY WITH ACCEPTED INDUSTRIAL PRACTICES OR ANY INSTRUCTIONS, MANUALS OR OTHER DOCUMENTATION PROVIDED BY KAMSTRUP WATER METERING L.L.C.. NO WARRANTY CLAIMS WILL BE PROCESSED IF RECEIVED AFTER THE WARRANTY PERIOD. REJECTED PRODUCTS MAY BE RETURNED ONLY WITH KAMSTRUP WATER METERING L.L.C.'S PRIOR EXPRESS WRITTEN CONSENT AND AT BUYER'S COST AND RISK. IF PRODUCTS ARE RETURNED WITHOUT KAMSTRUP WATER METERING L.L.C.'S PRIOR CONSENT, KAMSTRUP WATER METERING L.L.C. MAY REFUSE TO ACCEPT THE RETURNED PRODUCTS AND MAY RETURN THEM TO BUYER AT BUYER'S COST AND EXPENSE. IN ADDITION, IF BUYER RETURNS PRODUCT TO KAMSTRUP THAT, AFTER TESTING, IS FOUND NOT TO BE DEFECTIVE, THEN BUYER AGREES TO PAY FOR THE COSTS OF TESTING THE PRODUCT INCURRED BY KAMSTRUP WATER METERING, LLC.

- 2.4. **Set-Off.** IN NO CASE WHATSOEVER, INCLUDING JUSTIFIED WARRANTY CLAIMS, IS THE BUYER ENTITLED TO RETAIN ANY MONIES OWED TO KAMSTRUP WATER METERING L.L.C., EXCEPT UPON THE WRITTEN CONSENT OF KAMSTRUP WATER METERING L.L.C. FURTHER, THE WARRANTIES PROVIDED FOR HEREIN SHALL NOT APPLY IN THE EVENT BUYER HAS FAILED TO REMIT PAYMENT IN FULL FOR SUCH PRODUCTS.

- 2.5. **WARRANTY DISCLAIMER. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.**

- 2.6. **LIMITATION OF LIABILITY. IN ALL EVENTS, THE LIABILITY OF KAMSTRUP WATER METERING L.L.C., WHETHER BASED IN TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCTS OR BATTERIES IN QUESTION OR WITH RESPECT TO WHICH SUCH BREACH, DEFAULT, OR NEGLIGENCE IS CLAIMED. BUYER ACKNOWLEDGES THAT THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. IN NO EVENT SHALL KAMSTRUP WATER METERING L.L.C. BE LIABLE TO BUYER OR ANY THIRD PARTY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS OR BUSINESS, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO THE PRODUCTS, EVEN IF KAMSTRUP WATER METERING L.L.C. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT ANY CLAIM IS BROUGHT AGAINST KAMSTRUP WATER METERING L.L.C. FOR PRODUCT LIABILITY, KAMSTRUP WATER METERING L.L.C.'S LIABILITY SHALL BE LIMITED TO A MAXIMUM OF KAMSTRUP WATER METERING L.L.C.'S AVAILABLE INSURANCE COVERAGE AVAILABLE FOR SUCH DAMAGE, IF ANY. ANY AMOUNT IN EXCESS THEREOF SHALL BE BORNE BY THE BUYER. KAMSTRUP WATER METERING L.L.C. SHALL NOT BE LIABLE FOR ANY DEFECT THAT WAS CAUSED BY THE PRODUCTS HAVING BEEN INTEGRATED INTO PRODUCTS OF BUYER OR THOSE OF ITS CUSTOMERS. KAMSTRUP WATER METERING L.L.C. SHALL NOT BE LIABLE IN THE EVENT THE PRODUCTS SUPPLIED WERE IMPROPERLY USED, TREATED, HANDLED, STORED OR SUPPLIED BASED ON BUYER'S INSTRUCTIONS (INCLUDING, WITHOUT LIMITATION, DESIGN DETAILS, SPECIFICATIONS, PLANS, TEMPLATES OR STORAGE AND TRANSPORT RULES).**

- 2.7. **DAMAGES DISCLAIMER AND LIMITATION. BUYER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR ANY AND ALL INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY CLAIMS FOR DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR LOSS OF INCOME RELATING TO THE PURCHASE OR USE OF THE PRODUCTS.**