

ZENNER USA

Warranty for ZENNER Hydrant Meters

This warranty shall apply to ZENNER models FHB, FHC, FHD, FHH, FHS and FHZ (collectively the “Hydrant Meters”) used to measure potable and non-potable water and the registers, generators and ETR encoders (collectively the “Components”) used with these Hydrant Meters. This warranty shall be effective for all Hydrant Meters shipped on or after January 2, 2012. This warranty is extended only to municipalities, utilities, other commercial users and ZENNER USA distributors, hereinafter referred to as “Customer(s)”.

MATERIALS AND WORKMANSHIP

When used in normal potable and non-potable water systems, ZENNER USA warrants its Hydrant Meters and Components thereto free from defects in materials and workmanship, occurring within the earlier of the following time periods:

- **Non-Remote Register:** Twenty-five (25) years from date of installation or twenty-five (25) years and six (6) months from date of shipment.
- **ETR® Encoders Supplied with the Hydrant Meters Described Herein:** Ten (10) years from date of installation or ten (10) years and six (6) months from shipment.

AWWA METER ACCURACY

ZENNER USA’s Hydrant Meters are warranted to meet or exceed AWWA new meter accuracy standards and to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment.

HYDRANT METER OR COMPONENT RETURNS

ZENNER USA’s liability hereunder is expressly limited to the repair or replacement of the Hydrant Meter or Components thereto at ZENNER USA’s sole discretion, upon the Customer’s return of the Hydrant Meter or Components thereto. The Customer must ship the Hydrant Meter or Components thereto prepaid F.O.B. to the service center designated by Zenner USA. The Customer is responsible for all direct and indirect costs associated with removing the Hydrant Meter or Components thereto and reinstalling the repaired or replacement Hydrant Meter or Components thereto. The replaced Hydrant Meter or Components thereto become the property of Zenner USA.

LIMITS OF LIABILITY AND DISCLAIMER

This warranty shall be null and void if the Hydrant Meter or Components are repaired or altered by any party other than Zenner USA. This warranty is applicable only to the extent that the Hydrant Meter and the Components are installed, serviced and operated in accordance with Zenner USA’s specifications provided at the time of purchase of Hydrant Meter or Components. This warranty shall not apply to any Hydrant Meter or Components damaged by, or subject to, conditions which in Zenner USA’s opinion have caused an adverse effect upon the Hydrant Meter and Components ability to perform, including but not limited to: exposure to erosive or corrosive liquids or gases, or which has been subject to vandalism, negligence, accident, acts of God, improper or unauthorized installation and/or service, Customer or third party operation or repair, alteration, excessive operating conditions, unqualified and/or improperly functioning registers, obsolete devices and/or equipment, circumstances which are beyond Zenner USA’s reasonable control, or any cause other than inherent manufacturing defects in the Hydrant Meter or Components thereto.

Any description of the Hydrant Meter or Components, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer’s order, whether in writing or made orally by Zenner USA or Zenner USA’s agents, are for the sole purpose of identifying the products and shall not be construed as an express warranty. Except as provided herein, any suggestions, written or oral, by Zenner or Zenner’s agents regarding use, application, or suitability of the Products shall not be construed as an express warranty.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS WARRANTY, IN NO EVENT SHALL ZENNER USA’S LIABILITY EXCEED THE PURCHASE PRICE OF THE HYDRANT METER OR COMPONENTS DEEMED DEFECTIVE.

EXCEPT FOR THE WARRANTY SET FORTH HEREINABOVE, ZENNER USA MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE HYDRANT METER OR COMPONENTS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

IN NO EVENT SHALL ZENNER USA BE LIABLE FOR ACTUAL DAMAGES ARISING FROM TORT CLAIMS OR THIRD PARTY BREACH OF CONTRACT CLAIMS, OR FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, CONTINGENT, INCIDENTAL OR PUNITIVE DAMAGES, (INCLUDING, WITHOUT LIMITATION, LOST DATA, LOST SAVINGS, LOSS OF REVENUE, UTILITY COST RECOUPMENT, OR PROFITS), REGARDLESS OF FAULT, AND REGARDLESS AS TO WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

Due to continuous research, evolving technology, updates and improvements, Zenner USA reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists that states otherwise.

ZENNER USA

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